

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

IN THE MATTER OF THE CONTEST OF THE
PRIMARY ELECTION HELD ON SEPTEMBER
8, 1942, FOR THE PURPOSE OF ELECTING
NOMINEES FOR THE OFFICE OF STATE RE-
PRESENTATIVE FOR THE STATE OF MINNESOTA
IN THE 31ST LEGISLATIVE DISTRICT COM-
PRISING PART OF THE FIFTH WARD AND THE
SIXTH WARD OF THE CITY OF MINNEAPOLIS,
COUNTY OF HENNEPIN, STATE OF MINNESOTA.

Carl L. Lyse, Contestant,
-vs-
Alice Olson Bergin, Contestee.

FINDINGS OF FACT

CONCLUSIONS OF LAW

The above entitled matter came on for hearing before the undersigned, one of the Judges of the Above named Court, on the 24th day of September, 1942. Benjamin Segal appeared for the contestant herein, and Thomas Bergin appeared for the contestee.

After hearing the evidence adduced by the Contestant, the Stipulation entered into by and between the contestant and the contestee, through their respective counsel, and being fully advised in the premises, the Court hereby makes the following

FINDINGS OF FACT

1. That the County Canvassing Board of the County of Hennepin has declared the said Alice Olson Bergin elected as one of the nominees for State Representative of the 31st Legislative District of the State of Minnesota, comprising part of the Fifth and Sixth Wards of the City of Minneapolis, Minnesota, at the Primary Election held in said District on the 8th day of September, 1942.

2. That the Contestant, Carl L. Lyse, is now and was on the 8th day of September, 1942, and for more than a year immediately prior and next preceding said primary election held September 8, 1942, a qualified voter of the State of Minnesota, and does now and has continuously for many years resided in the said 31st District, comprising part of the Fifth and Sixth

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Wards of the City of Minneapolis, County of Hennepin and State of Minnesota, and did file as a candidate for the nomination for the above named Office.

3. That the said contestant, Carl L. Lyse, contested said election by a proceeding duly commenced on the 18th day of September, 1942, as will more fully appear in the files and records herein.

4. That by virtue of said contest, and pursuant to the petitions made herein, the undersigned, one of the Judges of the above named Court, appointed the following named persons as Referee-inspectors, to inspect, recount and recanvass the votes cast in said District, to-wit:

James Farkell, as Referee-inspector named by the contestant

Thomas Bergin, as Referee-inspector named by the contestee

Charles M. Bank, as neutral Referee-inspector

5. That the said Referee-inspectors proceeded to recount and recanvass the ballots cast, and commenced their re-canvass with the 31st Precinct of the Fifth Ward in said District.

6. That the vote certified to by the County Auditor in said Precinct was in error, in that according to the official count, the said Alice Olson Bergin, the contestee was reported to have received 146 votes, while in truth and in fact, according to the recount made by the Referee-inspectors, the said contestee's vote was found to be 46, and thereby, there was an error of 100 votes.

7. That in said Precinct, according to the official count of the County Canvassing Board, the said Carl L. Lyse, the contestant was reported to have received 40 votes, while in truth and in fact, according to the recount made by the Referee-inspectors, the said contestant's vote was found to be 41.

8. That thereafter, the said Referee-inspectors recounted the votes cast in the first precinct of the Sixth Ward, and found the vote shown by the County Canvassing Board to be in error, in this; that the votes cast for the contestant were reported to be 52, while in truth and in fact, the correct vote for said contestant was 56.

9. That in the same precinct, the County Canvassing Board declared the

votes cast for the contestee to be 78, while in truth and in fact, the correct vote was 81.

10. Thereupon, the said Referee-inspectors proceeded to recount the votes cast in the 20th Precinct of the Fifth Ward, and found the vote shown by the County Canvassing Board to be correct with reference to the votes cast for the contestant, but incorrect with reference to the votes cast for the contestee, in this; that the true number of votes received by the contestee was 47 instead of 46, as shown by the County Canvassing Board.

11. That had the Canvassing Board of Hennepin County reported the correct count of the legal votes, it would have shown, after taking into consideration the errors discovered by the Referee-inspectors, that the Contestant, Carl L. Lyse, received 1,403 votes and that the contestee, Alice Olson Bergin, received 1,332 votes.

12. That upon completion of the recounting of the votes cast in the three foregoing precincts, the parties hereto, through their respective counsel, agreed to discontinue and abandon any further recount, and agreed that had the legal votes duly cast for the contestee and the contestant respectively been properly and duly canvassed, counted and declared, and so returned, it would show, and the County Canvassing Board would have declared the contestant, Carl L. Lyse, to have been elected and nominated for the office of State Representative of the 31st Legislative District of the State of Minnesota, in place and instead of the said Alice Olson Bergin, the contestee.

13. That the foregoing Stipulation was made and entered into in open court, and it was further stipulated by and between the parties that the Court make an Order decreeing and declaring the said Carl L. Lyse to have been elected and nominated for the office of State Representative of the 31st Legislative District of the State of Minnesota, in place and instead of Alice Olson Bergin.

14. That all costs of this Contest have been paid by the contestant, and the Bond filed herein by him be discharged and his sureties exonerated.

CONCLUSIONS OF LAW

IT IS HEREBY ORDERED, DECREED AND DECLARED, That the contestant, Carl L. Lyse is legally elected and duly nominated, and entitled to receive the Certificate of Election for nomination as a candidate for the office of State Representative of the 31st Legislative District Hennepin County, State of Minnesota, in place and in stead of Alice Olson Bergin.

LET JUDGMENT BE ENTERED ACCORDINGLY BY THE COURT

Louis M. Hall
JUDGE

Dated at Minneapolis, Minnesota, this 25 day of September, 1942.

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#9136

Encumbrance
Information

PD Regn. No.	PD Contract No.	Department	Dept. Ident. No.	Index No.	Item No.	Qtr.	Allot.	Fund
12400	2185 B	Motor Vehicle	67	16220	00	5	72	270

MEMORANDUM OF AGREEMENT

Between the State of Minnesota, herein called the state, and Gopher Stamp and Die Company, a Delaware corporation, at St. Paul, Minnesota, herein called the contractor.

The state, through its commissioner of administration, herein called the commissioner, having duly advertised for proposals for the

Furnishing of Motor Vehicle Number Plates for the use of the state in carrying out, during the year 1943, the provisions of the laws relating to the registration and taxation of motor vehicles,

in accordance with specifications therefor, copy of which is hereto attached, and the contractor having duly submitted its proposal, dated December 15, 1941, for the furnishing of such plates, at the prices stated therein, at a total estimated cost of approximately \$1986.75.

The contractor will enter at once upon the performance of the contract and will manufacture and deliver the required number plates promptly at the place and in the quantities specified for delivery at the respective dates fixed by the specifications, and of the quality, workmanship, and finish required, all in accordance with the specifications, the proposal of the contractor, and the award of the contract by the commissioner acting through the director of purchases, copies of which proposal and notice of award of contract are hereto annexed and made a part hereof.

There is incorporated in this memorandum the provision in the specifications relating to rescission of the contract and the purchase of needed plates elsewhere in case of default in delivery as fully and with the same effect as if copied at length herein.

Payments will be made substantially at the end of each delivery period for plates delivered therein on bills therefor approved by the registrar of motor vehicles, and in the usual course of state payment.

The contractor herewith shall give bond to the state with corporate surety acceptable to the commissioner in the amount \$1986.75, conditioned for the faithful performance of the contract.

This memorandum shall become binding upon the parties when signed in behalf of the state by the head of the Department of State and approved by the commissioner of administration or his delegated agents, together with the certification of the Auditor hereon that the appropriation and allotment have been encumbered for the full amount of the contract liability herein, and when signed in behalf of the contractor by its proper officers under its corporate seal.

Dated this 31st day of August, 1942.

THE STATE OF MINNESOTA

Department of State Dept.

By M. S. Cooper

Secretary of State
Title

APPROVED:
DEPARTMENT OF ADMINISTRATION
M. S. Cooper, Director of Purchases

By M. S. Cooper

Assistant Director of Purchases
Title

CONTRACTOR

GOPHER STAMP AND DIE COMPANY

Name of Company
By James M. Watson

President
Title

By Chas. Jensen

Secretary
Title

Available funds ^{\$ 1986.75} HAS BEEN ENCUMBERED FOR THE FULL AMOUNT OF THE CONTRACT LIABILITY AGAINST THE PREVIOUSLY UNENCUMBERED BALANCE OF THE PROPER APPROPRIATION AND ALLOTMENT.

SEP 14 1942

STATE AUDITOR
STAFFORD KING, State Auditor,

Authorized Signature Stafford King
Authorized Signature

Date _____

(CORPORATE SEAL)

Approved as to form and execution this 9th day of September, 1942.

J. A. C. Burquist
ATTORNEY GENERAL, State of Minnesota

By Irving M. Frisch
Special Assistant Attorney General
Title

KNOW ALL MEN BY THESE PRESENTS, that we, Gopher Stamp and Die Company, a Delaware corporation, as principal, and Seaboard Surety Company of New York, a corporation, as surety, are held and firmly bound unto the State of Minnesota in the amount of \$1986.75, for the payment of which well and truly to be made we jointly and severally bind ourselves, our representatives and successors firmly by these presents.

Sealed with our seals and dated this 31 day of August, 1942.

The condition of this obligation is such that whereas the principal has entered into a contract with the state, evidenced by written memorandum of even date, for the manufacturing and furnishing of all of the motor vehicle license plates required by the state during the year 1943, including labor and material, the regularity and validity of which contract is hereby affirmed;

NOW, THEREFORE, if the principal shall faithfully perform the contract so made, and shall pay to the state all such damages as may accrue to it in consequence of any violation of the provisions thereof, and shall save the state harmless from all costs and charges that may accrue on account of any act or omission of the contractor in the execution of the contract so made, then this obligation shall be void; otherwise to remain in full force and effect.

CONTRACTOR

(CORPORATE SEAL)

GOPHER STAMP AND DIE COMPANY
Name of Company
By James M. Roberts, President
Title
By Chas. Jensen, Secretary
Title

(CORPORATE SEAL)

SEABOARD SURETY COMPANY
Surety
By David A. Arundel
Attorney-in-fact

Contract No. 2165

August 26, 1942

Cephor Stamp and Die Company
78 East Chicago Avenue
St. Paul, Minnesota

Gentlemen:

This is to inform you that you have been awarded the contract to manufacture and deliver to the State of Minnesota at the Motor Vehicle Department in the State Capitol Building, St. Paul, Minnesota, all of the motor vehicle license plates required by the State during the year 1943, as called for in the specifications which accompanied the call for proposals dated November 27, 1941, at the prices and in accordance with your bid dated December 15, 1941, supplemented by your letters dated December 18, 1941, as follows:

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Dealers' Plates Definite Order as to number of plates in each set to be given by registrar before manufacture of dealers' plates begins.	Approx. 150 Pcs.	.1246	\$ 18.69
Motorcycle Dealers' Plates	" 10	.0623	.62
"In Transit" Plates Definite order will be given before manu- facture of plates begins	" 5 Pcs.	.1246	.62
Motorcycle Plates, Single	" 300	.0623	18.69
Truck Plates Definite order will be given when manufac- turer is ready to begin work	" 100 Pcs.	.1246	12.46
"2" Trailer Plates, Single Series	" 2000	.0623	124.60

(2)

August 26, 1942

Gopher Stamp and Die Company

		<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
"XZ" Trailer Plates, Single Series	Approx.	200	.0623	\$ 12.46
"YZ" Trailer Plates, Single Series	"	500	.0623	31.15
"YZ" Trailer Plates, Single Series	"	300	.0623	18.69
"YZ" Trailer Plates, Single Series	"	100	.0623	6.23
Series "C" Bus Plates	"	100 Pcs.	.1246	12.46
Series "S" Snowmobile Plates	"	5 Pcs.	.1246	.62
"A" Duplicate Plates	"	10 Pcs	.1246	1.25
Regular Series Duplicate Plates	"	10,000 Pcs.	.1246	1246.00
Series "P" Duplicate Plates	"	600 Pcs.	.1246	74.76
Series "I" Duplicate Plates	"	2,000 Pcs.	.1246	249.20
Motorcycle Duplicate Plates, Single	"	50	.0623	3.12
"Z" Duplicate Plates, Single	"	100	.0623	6.23
"ZZ" Duplicate Plates, Single	"	10	.0623	.62
"XZ" Duplicate Plates, Single	"	100	.0623	6.23
"YZ" Duplicate Plates, Single	"	150	.0623	9.35
"IZ" Duplicate Plates, Single	"	50	.0623	3.12
Series "Q" Duplicate Plates	"	5 Pcs.	.1246	.62
Series "Y" Duplicate Plates	"	1000 Pcs.	.1246	124.60
Series "IY" Duplicate Plates	"	25 Pcs.	.1246	3.12

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August 26, 1942

Gopher Stamp and Die Company

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
"A" Automobile Plates Definite order will be given when manufacturer is ready to begin work.	Approx. 5 Pcs.	\$.1246	\$.62
Regular Series Automobile Plates	" 5 Pcs.	.1246	.62
Definite order of "Tax Exempt", "No Tax", and "Drive-away in Transit" Plates will be given when the manufacturer is ready to begin work.			
"Tax Exempt" Plates	Per Pr.	.1246	
"NoTax" Plates	Per Tag	.0625	
"Drive-away in Transit" Plates	Per Pr.	.1246	
Sum Total			<u>\$1986.75</u>

Approximate amount of your contract. \$1986.75

It is estimated that approximately 20,000 pairs and 4,000 single plates will be required during the year. These plates are to be manufactured of No. 24 U.S. gauge standard black steel and to be enclosed in envelopes as specified. One or more coats of enamel dipped or sprayed, besides the coat necessary for the figures and other inscriptions and such baking and other finishing guaranteeing the plates to meet the conditions required, shall be applied to all plates, and the plates to be furnished shall be fully equal to sample submitted with your bid.

All plates must be delivered in the Motor Vehicle Department as ordered out by the Secretary of State and stacked in numerical order as directed by the Registrar of Motor Vehicles. Delivery is to be made in the sub-basement of the State Capitol Building, St. Paul, Minnesota, the plates to be numerically piled as directed by the Registrar. The colors will be designated by the Secretary of State.

We enclose herewith four copies of contract and bond. Please sign all four copies of the contract and have the bond executed, RETURNING ALL COPIES TO THE WRITER FOR COMPLETION. One copy will then be returned to you for your files. Be sure to notify your bonding company that all copies must be returned. Upon completion of these documents one copy will then be sent them for their files.

Yours very truly,

DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES

M. S. Cooper

M. S. COOPER,
DIRECTOR OF PURCHASES

MSC:DM:rg
enc. 4 Contracts and Bonds
cc: Hon Stafford King
Hon. Mike Holm

XXXXXXXXXXXXXXXXXXXX

Telephone: Garfield 3172

GOPHER STAMP & DIE COMPANY
Manufacturers of HIGHWAY MARKERS - TRAFFIC SIGNS - LICENSE PLATES
ENVELOPES - Plain or Printed CHICAGO AVE. & CUSTER ST.
ST. PAUL, MINNESOTA

December 18, 1941

State of Minnesota
Department of Administration
Division of Purchases
State Capitol
St. Paul, Minnesota

ATTENTION: Mr. Mark D. Moore

Dear Mr. Moore:

Referring to our bid and in accordance with your request,
we wish to advise the price of Motorcycle Dealer plates, which
are single plates, will be .0623 each, and the 1500 "In Transit"
plates, which are pairs, will be .1246 per pair.

Very truly yours,

Chas J Sersen

Vice President & Secretary

GJS:kk

All Agreements Are Contingent Upon Strikes, Accidents or Other
Delay Unavoidable or Beyond Our Control. Stenographical and
Clerical Errors Subject to Correction.

XXXXXXXXXXXXXXXXXXXX

Telephone: Garfield 3172

GOPHER STAMP & DIE COMPANY
Manufacturers of HIGHWAY MARKERS - TRAFFIC SIGNS - LICENSE PLATES
ENVELOPES - Plain or Printed CHICAGO AVE. & CUSTER ST.
ST. PAUL, MINNESOTA

December 18, 1941

State of Minnesota
Department of Administration
Division of Purchases
State Capitol
St. Paul, Minnesota

ATTENTION: Mr. Mark D. Moore

Dear Mr. Moore:

Referring to our bid and in accordance with your request,
we herewith advise the price on the following items:

Tax Exempt - - - -.1246 per pair
No Tax plates - - .0623 per tag
Drive-Away in Transit - - .1246 per pair

Very truly yours,

Chas. J. Sersen

Vice President & Secretary

CJS:kk

All Agreements Are Contingent Upon Strikes, Accidents or Other
Delay Unavoidable or Beyond Our Control. Stenographical and
Clerical Errors Subject to Correction.

Telephone Riverview 0388

GOPHER STAMP & DIE COMPANY
Manufacturers of HIGHWAY MARKERS - TRAFFIC SIGNS - LICENSE PLATES
CHICAGO AVE. & CUSTER ST.
ST. PAUL, MINNESOTA
December 15, 1941

Director of Purchases
19 State Capitol
St. Paul, Minnesota

Dear Sir:

The undersigned propose and agree to furnish, in strict accordance with specifications, Motor Vehicle License Plates as required by the State of Minnesota for the year 1943, at prices as shown on the attached form.

If two coats of enamel are required add .00355 per plate to the above prices.

As required in your specifications we submit the following information:

We are sole owners of a factory located at Chicago Avenue and Custer Street, in the City of St. Paul, Minnesota, and are equipped to turn out at least 15,000 pairs of Motor Vehicle License Plates per day, complete and ready for shipment.

The mailing weight of license plates called for in specifications is as follows:

<u>GAUGE</u>	<u>SIZE</u>	<u>WEIGHT</u>
24	7 $\frac{1}{2}$ " Tags	9 oz. per pair
24	10" Tags	12 oz. per pair
24	12" Tags	14 $\frac{1}{2}$ oz. per pair

The price on additional plates ordered shall be the same as previously mentioned.

As to delivery on additional and duplicate plates, we can and will if necessary, give you twenty-four hour service as we have in the past and guarantee first class workmanship on all plates.

Attached to and forming a part of this bid is a certified check in the amount of \$1000.00.

Respectfully submitted,

Chas J Sersen
Vice President & Secretary

CJS:kk

All Agreements Are Contingent Upon Strikes, Accidents or Other Delay Unavoidable or Beyond Our Control. Stenographical and Clerical Errors Subject to Correction.

P.D. 9 8-1-41
St. Paul, Minn.

STATE OF MINNESOTA
Department of Administration
DIVISION OF PURCHASES

P. D. Req. No. LE400 FD

Date 11-27-41

Agency Motor Vehicle

Telephone: Cedar 3013

BID

Agency Req. No. 67

Dear Sir:

Adv. No. 5

Please submit bid ON THIS FORM, using the enclosed envelope, showing your lowest price, terms, time for acceptance, and earliest delivery date, on the items listed below. Show catalog references, trade names, or other complete description, including answers to questionnaire, on the items you propose to furnish. Return one copy to us properly filled out with unit and total prices on each item and retain one copy for your files.

Bids which added together total \$2,000.00 or more at one time in one proposal envelope must be accompanied by a CERTIFIED CHECK FOR AT LEAST 5% of the total bid, unless otherwise specified. It is agreed that certified checks of successful bidder will constitute liquidated damages for failure of bidder to enter into contract in accordance with this proposal. These checks will also be held as security for delivery and acceptance of merchandise, unless a supply bond equal to 25% of the total contract is substituted.

The State reserves the right to accept or reject any or all bids or parts of bids and to waive informalities therein. As provided by statute, BIDS CONTAINING ANY ALTERATION OR ERASURE WILL BE REJECTED. Bids made in pencil will be rejected.

Deliver to: Motor Vehicle Dept., St. Paul, Minnesota Date Delivery Required _____

Sealed quotations must be received in the office and TIME STAMPED not later than 3:30 P. M. o'clock December 15, 1941 at which time bids will be publicly opened and read aloud at the office of the Director of Purchases.

Mr. M. S. Cooper, Director of Purchases
Room 19, State Capitol, St. Paul, Minn.

M. S. Cooper, Director of Purchases

In compliance with the above invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be accepted within _____ days from the date of the opening, to furnish delivered to point of destination any or all items upon which prices are quoted, at the price set opposite each item.

Item No.	Description of Article or Service	Quantity	Unit	Unit Price	TOTAL
	Dealers' Plates Definite order as to number of plates in each set to be given by registrar before manufacture of dealers' plates begins.	Approximately 3500 Prs.		.1246	436.10
	Motorcycle Dealers' Plates	5		.0623	.31
	"In Transit" Plates Definite order will be given before manufacture of plates begins.	1500		.1246	186.90
	Motorcycle Plates, Single	2300		.0623	143.29
	Truck Plates Definite order will be given when manufacturer is ready to begin work.	115,000 Prs.		.1246	14329.00
	"Z" Trailer Plates, Single Series	25,000		.0623	1557.50
	"TZ" Trailer Plates, Single Series	900		.0623	56.07
	"XZ" Trailer Plates, Single Series	3500		.0623	218.05
	"YZ" Trailer Plates, Single Series	1300		.0623	80.99
				Sum Total	

(Continued)
It is understood that this is NOT a Purchase Order but a request for bid.
The following information must be filled in; otherwise bid may not be considered.

In stock for immediate delivery, Items No. _____

Not in stock, Items No. _____ Delivery offered _____ days after date of notice of award.

TERMS _____ Discount offered for less than 30 days will not be considered in making award. Where testing is required, discount time will not commence to run until material has been tested and accepted.

Firm Name Gopher Stamp & Die Co Signature in ink by Chas J Sorson Title Vice Pres & Sec'y

Address 78 East Chicago Ave., St. Paul, Minnesota Date of bid Dec. 15, 1941

Street City State

PDF-26 8-1-41
St. Paul, Minn.

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STATE OF MINNESOTA
Department of Administration
DIVISION OF PURCHASES

P. D. Req. No. 12400 FD

Date 11-27-41

Agency Motor Vehicle

Telephone: Cedar 3013

BID

Agency Req. No. 67
Adv. No. 5

Item No.	Description of Article or Service	Quantity	Unit	Unit Price	TOTAL
	"IZ" Trailer Plates, Single Series	1000		.0623	62.30
	Series "C" Bus Plates	250 Prs.		.1246	31.15
	Series "S" Snowmobile Plates	100 Prs.		.1246	12.46
	"A" Duplicate Plates	10 Prs.		.1246	1.25
	Regular Series Duplicate Plates	2000 Prs.		.1246	249.20
	Series "T" Duplicate Plates	100 Prs.		.1246	12.46
	Series "X" Duplicate Plates	500 Prs.		.1246	62.30
	Motorcycle Duplicate Plates, Single	10		.0623	.62
	"Z" Duplicate Plates, Single	20		.0623	1.25
	"TZ" Duplicate Plates, Single	5		.0623	.31
	"XZ" Duplicate Plates, Single	25		.0623	1.56
	"YZ" Duplicate Plates, Single	25		.0623	1.56
	"IZ" Duplicate Plates, Single	20		.0623	1.25
	Series "C" Duplicate Plates	5 Prs.		.1246	.62
	Series "Y" Duplicate Plates	200 Prs.		.1246	24.92
	Series "IY" Duplicate Plates	10 Prs.		.1246	1.25
	"A" Automobile Plates Definite order will be given when manufacturer is ready to begin work.	3000 Prs.		.1246	373.80
	Regular Series Automobile Plates DEFINITE ORDER OF "TAX EXEMPT", "NO TAX", AND "DRIVE-AWAY IN TRANSIT" PLATES WILL BE GIVEN WHEN THE MANUFACTURER IS READY TO BEGIN WORK.	725,000 Prs.		.1246	9035.00
	ALL PLATES SHALL BE DELIVERED NOT LATER THAN SEPTEMBER 1, 1942.				

(Continued)

State Capitol, Motor Vehicle Department
Deliver to: _____ Date Delivery Required: Sept. 1, 1942

Firm Name: Gopher Stamp & Die Co Signature in ink by: Chas J Serson Title: Vice Pres & Sec'y

FD-26 01-21
St. Paul, Minn.

Date 11-27-41

Telephone: Cedar 3013

Page 3
STATE OF MINNESOTA
Department of Administration
DIVISION OF PURCHASES

BID

R. D. Rec. No. 12400

Agency Motor Vehicle

Agency Rec. No. 67

Item No.	Description of Article or Service	Quantity	Unit	Unit Price	TOTAL
	All deliveries shall be made freight paid at the State Capitol at Saint Paul, Minnesota as directed by the Secretary of State and arranged in numerical order and piled as directed by the Secretary of State. ALL PLATES TO BE MADE AS PER SPECIFICATIONS ATTACHED. F. O. B. DESTINATION				
				TOTAL	<u>3103,181.47</u>

State Capitol, Motor Vehicle Department

Deliver to: Gopher Stamp & Die Co

Firm Name

Signature in ink by

Chas J Corson

Date Delivery Required

Vice Pres & Sec'y

Title

SPECIFICATIONS FOR
MOTOR VEHICLE NUMBER PLATES

MATERIAL AND WORKMANSHIP - Proposals shall be submitted for 24 U.S. gauge standard black steel and shall be submitted for one or more coats of enamel, dipped or sprayed, besides the coat necessary for the figures and other inscriptions, and such baking and other finishing that the contractor will guarantee the plates to meet the conditions required herein and all materials must be such that they will withstand the various physical and chemical tests usually required, and as ordered by the Department of Administration. The plates shall be guaranteed to withstand hard usage and the elements for a term of one year, and each bidder will be required to submit with his bid samples of unfinished material to be used and also made up sample plates, and will be required to state in detail the character of the material, gauge of metal, number of coats of enamel, the process of manufacture, and the mailing weight of the finished plates.

All materials and workmanship of plates furnished under the contract shall be first-class and fully equal to samples submitted with bid and shall be in every particular in strict accordance with these specifications.

GENERAL DESIGN - All plates are to be embossed (raised or outlined), corners are to be rounded, edges are to be beaded or reinforced, a raised beading completely surrounding the plates 1/8 inch inside the edge. There must be a marked contrast between the numerals and the background of the plate.

DESIGN OF AUTOMOBILE, BUS, TRUCK, SNOWMOBILE, AND TRAILER PLATES - All numerals except "1" of the number of the plates shall be 1-3/16 inches wide. All numerals of the number on the plates shall be 3 inches high and of a 5/16 inch stroke. Between the thousandths and hundredths

digits of the number except in the case of four figure numbers, there shall be a dash (-) $5/16$ inch square. Between each figure of the number and between the aforementioned dash and the figure on each side of it, there shall be at least $7/16$ inch space, measured between the nearest points of adjacent figures. To indicate the class of registration other than the "Regular" passenger car registration, the registration number shall be preceded by a letter, or letters, also 3 inches high and of same stroke as the digits of the registration number. Horizontally below the registration number, on plates 10 and 12 inches long, there shall appear the word "MINNESOTA" and the number "1943" in characters $3/4$ of an inch high, $5/8$ of an inch wide and of a $1/8$ inch stroke.

On plates $7-5/8$ inches long, the word "MINNESOTA" shall be abbreviated and the inscription shall read "MINN-1943". The dash (-) shall be $1/4$ of an inch long and $1/8$ of an inch wide.

At the right end, half an inch from the margin of the plate, there shall be two holes, the vertical distance between which shall be $4-3/8$ inches from center to center. At the left end of the plate there shall be two holes, located half an inch from the end of the plate and $4-3/8$ inches apart, measured vertically from center to center. Each of the four holes shall be $1/4$ of an inch in diameter. Half an inch below the upper edge and also half an inch above the lower edge and proportionately spaced from ends of plate shall be two slots in no case more than 7 inches apart measured from center to center, $1/4$ of an inch wide and 1 inch long, running horizontally.

DESIGN OF MOTORCYCLE PLATES - The motorcycle plates shall be 3 inches wide and 7 inches long and shall be substantially the same design as the automobile plates. The numerals of registration number shall be $1-1/4$ inches high, $7/8$ of an inch wide and of a $1/4$ inch stroke. At the left end of the plate there shall be the letters "M C" arranged with the letter "M" above the letter "C" in characters $1/2$ inch high, $3/4$ of an inch wide and of a $1/16$ inch stroke, set to occupy the space proportionately to the left of the numerals. Lengthwise across the plate $3/8$ of an inch above the lower edge shall appear "MINNESOTA 1943" in characters $3/8$ of an inch high, approximately $5/16$ of an inch wide

and of a 1/16 inch stroke. There shall be 1/8 of an inch hole at each of the four corners of the plate just inside the raised edge. Slightly below the upper edge and proportionately spaced from the ends of the plate, shall be two slots 3/16 of an inch wide and 3/4 of an inch long, running horizontally.

DESIGN OF MOTORCYCLE DEALERS PLATES - The design of the motorcycle dealers' plates will be the same as the design of the regular motorcycle plates, except that before the number, there will be the letter "D" of the same size as the figures of the license number, and between the parts of the number, there will be a dash (-) to distinguish the dealer's number from the plates' number by the same system of numbering as that purpose is achieved in the regular dealers' plates.

DESIGN OF DEALERS PLATES - The design of the dealers' plate shall be the same as that of the automobile and truck plates in every particular except that before the first figure of the license number of dealers' plates, there shall also be the letter "D" 3 inches high, 1-3/16 inches wide and of a 5/16 inch stroke.

DESIGN OF DUPLICATE PLATES - The design of duplicate plates, except for motorcycles and dealers' licenses, shall be substantially the same as that of the automobile and truck plates, 5-5/8 inches wide and 12 inches long. The word "DUPLICATE" shall appear before the numeral or series letter in characters approximately 1-1/2 inches high and set proportionately in scroll in a space 3 inches high and 4-1/2 inches long as follows:

DUPLICATE

The design of duplicate dealers plates shall be the same as that of the regular dealers license plates except that ahead of the license number there shall be the abbreviation DUP arranged in a vertical column reading from the top down.

The design of duplicate plates for motorcycles shall be the same as that of the regular motorcycle plates except that ahead of the registration number there shall be the abbreviation D U P.

DESIGN OF DRIVE-AWAY IN TRANSIT PLATES - The design of the Drive-Away In Transit plates shall be substantially the same as that of the automobile and truck plates, except that at the left end of the plate and set so as to occupy proportionately the space to the left of the license number or series letter, there shall appear the inscription

D R I V E
A W A Y
I N
T R A N S I T

in characters $\frac{5}{8}$ of an inch high, approximately $\frac{1}{2}$ inch wide, and of a $\frac{2}{16}$ inch stroke. Horizontally, below the registration number, there shall appear the inscription "MINNESOTA 1943" in character.

$\frac{3}{4}$ of an inch high, $\frac{5}{8}$ of an inch wide, and of a $\frac{1}{8}$ inch stroke. The size shall be approximately $5\frac{5}{8}$ inches wide and 12 inches long, with the same holes and slots as the automobile and truck plates.

DESIGN OF "IN TRANSIT" PLATES - The "In Transit" plates shall be approximately $5\frac{5}{8}$ inches wide and 12 inches long. The design of the "In Transit" plates shall be substantially the same as that of the automobile and truck plates, except that at the left end of the plate and set so as to occupy proportionately the space to the left of the license number or series letter, there shall appear the inscription

N E W C A R
I N
T R A N S I T

in characters $\frac{3}{4}$ of an inch high, approximately $\frac{1}{2}$ inch wide and of a $\frac{1}{8}$ inch stroke.

DESIGN OF TAX EXEMPT PLATES - The design of tax exempt plates shall be substantially the same as that of the "In Transit" plates except that at the left end of the plate and set so as to occupy proportionately

the space to the left of the registration number, there shall appear the inscription

T A X
E X E M P T

in characters $\frac{3}{4}$ of an inch high, approximately $\frac{1}{2}$ inch wide and of a $\frac{1}{8}$ inch stroke. Horizontally, below the registration number, there shall appear the inscription "MINNESOTA 42-44", in characters $\frac{3}{4}$ of an inch high, $\frac{5}{8}$ of an inch wide, and of a $\frac{1}{2}$ inch stroke. The size shall be approximately $5\frac{5}{8}$ inches wide and 12 inches long, with the same holes and slots as the automobile and truck plates.

DESIGN OF TAX EXEMPT MOTORCYCLE PLATES - The design of tax exempt motorcycle plates shall be approximately the same as that of the regular motorcycle plates, except that lengthwise across the plate $\frac{7}{16}$ of an inch below the upper edge shall appear the inscription "TAX EXEMPT", and lengthwise across the plate $\frac{7}{16}$ of an inch above the lower edge shall appear "MINNESOTA 42-44", in characters $\frac{3}{8}$ of an inch high and approximately $\frac{5}{16}$ of an inch wide and of a $\frac{1}{16}$ inch stroke. The size shall be 7 inches long and 4 inches wide, with $\frac{3}{16}$ inch holes punched in each corner just inside the beaded edge.

DESIGN OF "NO TAX" TRAILER PLATES. The size of "No Tax" trailer plates shall be approximately $5\frac{5}{8}$ inches wide and 12 inches long with the same size and arrangement of holes and slots as in the automobile and truck plates. Lengthwise along the top of the plate, $\frac{3}{4}$ of an inch below the upper edge, shall appear the inscription "NO TAX $1\frac{1}{2}$ TON GROSS WT" and lengthwise below the registration number and $\frac{3}{4}$ of an inch above the lower edge shall appear the inscription "2 Wheel MINNESOTA Trailer". The numerals and all capital letters shall be $\frac{5}{8}$ of an inch high and the lower case letters shall be $\frac{3}{8}$ of an inch high, and all letters shall be of a $\frac{1}{16}$ inch stroke. The numerals of the registration number shall be $2\frac{1}{4}$ inches high and $1\frac{1}{8}$ inches wide, except the numeral "1", and of a $\frac{1}{4}$ inch stroke. Between the thousandths and hundredths digits of the number, except in the case of four figure numbers, there shall be a dash (-) $\frac{1}{4}$ of an inch square. Between each figure of the

number and between the aforementioned dash and the figure on each side of it there shall be at least $5/16$ of an inch space, measured between the nearest points of adjacent figures. At the left end of the plate approximately $7/8$ of an inch from the margin shall be the number "42" and at the right end of the plate $7/8$ of an inch from the margin shall be the number "44" in figures $3/4$ of an inch high and of a $1/8$ inch stroke. $5/16$ of an inch below and above the numbers "42" and "44" shall be a bar of the same width as the two numbers and of a $1/8$ inch stroke, to appear as follows:

42

44

PACKING - All automobile and truck plates shall be packed in pairs together with proper packing, one pair of plates in each envelope with a sheet of paper between the plates. The end flap enclosing the plate must be tucked in in every case so as to hold the plates in the envelope. The plates shall be packed in numerical order in cartons for delivery so that when the carton is opened and the plates turned out, they will stack face up in numerical order with the lowest number on top. The cartons shall be of fibre board, made so as to open at the end, and in such dimensions that when filled with plates, the plates will fill the whole space in the carton snugly in all dimensions. The carton shall be approved by the Secretary of State as to material, color, design, workmanship and other particulars before the packing begins, including materials used in sealing the cartons. The glue used must be one that will not crystalize so as to leave sharp edges that will cut the hands that handle the cartons after opening. Each envelope shall be printed as directed by the Secretary of State, and shall be numbered or stenciled with the same number as the plates contained in said envelope. Copy will be furnished after contract is awarded and proof must be approved by the Secretary of State before envelopes are printed. Envelopes shall be as per sample attached, the same type and design as used in the past, and must be approved by the Secretary of State as to material, design, workmanship and other par-

particulars before packing begins. The paper of which the envelope is made must be of a strength guaranteed to withstand the handling in the shipping room necessary in inserting the registration card. The gluing of the card pocket on the envelope must be done carefully so that there will not be any run of glue that will cause an obstruction to slow up the inserting of the card. In other words, the gluing must be done with clean straight margins leaving only approximately 5-1/8 inch space to hold the 4-2/3 inch card. Finished sample must be approved as to gluing and all other particulars before manufacturer begins. The flap of the pocket envelope must be folded back toward the open window of the pocket as it is in the sample of envelope attached. Motorcycle and trailer plates shall be packed in the same manner except that one plate only shall be enclosed in each envelope. The contractor will be required to protect the State against all claims for patent infringement including indemnity for all expenses incurred in resisting all claims of such patent right. An appropriate paper separator sheet between the two plates of each pair shall be printed with copy supplied by the Secretary of State.

COLOR - The colors of the plates shall be as directed by the Secretary of State.

DIMENSIONS - The automobile (Regular and Series A) truck (series T, X, Y, IY), bus (series C), trailer (series Z, TZ, XZ, YZ and IZ), snowmobile (series S), and dealers number plates shall be approximately 5-5/8 inches wide and of lengths as follows:

For 1 or 2 numerals and two series letters	7-5/8 inches
For 1, 2 or 3 numerals and one series letters	7-5/8 inches
For 1, 2, 3 or 4 numerals and no series letters	7-5/8 inches
For 3 numerals and two series letters	10 inches
For 4 numerals and one series letter	10 inches
For 5 numerals and no series letter	10 inches
For 4 numerals and two series letters	12 inches
For 5 numerals and one series letter	12 inches
For 6 numerals and no series letter	12 inches

The successful bidder shall submit fully finished samples of the various classes and sizes of plates for final approval by Secretary of State before starting work on contract.

QUANTITIES AND DELIVERIES - There will be required:

Approximately 3500 pairs dealers' plates divided into approximately 1900 sets of plates, each set to be numbered consecutively as required, for example, D 1-1, D 1-2, D 1-3, for the first set; D 2-1, D 2-2, D 2-3 for the second set, and so on, the first number being the same on each pair of each dealers' set, definite order as to number of plates in each set to be given by registrar before manufacture of dealers' plates begins.

5 Motorcycle Dealers' plates numbered consecutively D 1-1, D 2-1, D 3-1, and so on up to and including D 5-1, i.e. enough plates to give one each to five different dealers.

Approximately 1500 "In Transit" plates, 1200 of which shall be numbered consecutively from 1 to 1200, and 300 of which shall have the letter "F" before the numeral so as to be numbered F 1, F 2, F 3, etc. up to F 300. Definite order for "In Transit" plates will be given before manufacture of plates begins.

2300 single motorcycle plates to be numbered consecutively from 1 to 2300.

A total of approximately 115,000 pairs of truck plates will be required, including a "T" series, an "X" series, a "Y" series and an "IX" series each numbered consecutively from 1 and up. Definite order will be given when manufacturer is ready to begin work.

25,000 single series "Z" trailer plates numbered consecutively from 1 to 25,000.

900 single series "TZ" trailer plates numbered consecutively from 1 to 900.

3500 single series "XZ" trailer plates numbered consecutively from 1 to 3500.

1300 single series "YZ" trailer plates numbered consecutively from 1 to 1300.

1000 single series "IZ" trailer plates numbered consecutively

from 1 to 1000.

250 pairs of series "G" bus plates numbered consecutively from 1 to 250.

100 pairs of series "S" snowmobile plates numbered consecutively from 1 to 100.

Definite order of "Tax Exempt", "No Tax" and "Drive-away In Transit" plates will be given when the manufacturer is ready to begin work.

10 pairs of series "A" duplicate plates numbered consecutively from 1 to 10. 2000 pairs of Regular series duplicate plates numbered consecutively from 1 to 2000. 100 pairs of series "T" duplicate plates numbered consecutively from 1 to 100. 500 pairs of series "X" duplicate plates numbered consecutively from 1 to 500. 10 single motorcycle duplicate plates numbered consecutively from 1 to 10. 20 single "Z" duplicate plates numbered consecutively from 1 to 20. 5 single "TZ" duplicate plates numbered consecutively from 1 to 5. 25 single "KZ" duplicate plates numbered consecutively from 1 to 25. 25 single "YZ" duplicate plates numbered consecutively from 1 to 25. 20 single "IZ" duplicate plates numbered consecutively from 1 to 20. 5 pairs of series "G" duplicate plates numbered consecutively from 1 to 5. 200 pairs of series "Y" duplicate plates numbered consecutively from 1 to 200. 10 pairs of series "IX" duplicate plates numbered consecutively from 1 to 10.

Approximately 3,000 pairs of series "A" automobile plates numbered consecutively from 1 to 3,000. Definite order will be given when manufacturer is ready to begin work.

725,000 pairs of Regular series automobile plates numbered consecutively from 1 to 725,000.

All plates shall be delivered not later than September 1, 1942.

All deliveries shall be made freight paid at the State Capitol at Saint Paul, Minnesota as directed by the Secretary of State and arranged in numerical order and piled as directed by the Secretary of State.

The Secretary of State shall have the right to order additional quantities of any of the above classes of plates at such time and in such quantities as he may require for use during the term of the contract, and the additional plates so required must be supplied and delivered from time to time after September 1, 1942 as required, upon ten days notice at the regular contract price. The Secretary of State shall also have the right to order at the regular contract price additional quantities of plates as may be needed with a different series letter and/or with a letter in place of any numeral and/or a numeral in place of any letter.

Every bidder will be required to state in his proposal that he is the owner or lessee of a suitable manufacturing plant equipped with suitable machinery for the manufacture and production of such plates, and capable of turning out at least 15,000 pairs of plates per day, giving the name and place of location of such plant, or in case the bidder is not a manufacturer of such plates, he must state in his proposal that he has entered into a contract with a manufacturer who is the owner or lessee of a plant of similar capacity, giving the name, place, and capacity of such plant, to furnish and deliver upon his order the number of plates required by these specifications, and must enclose with and submit as part of his proposal the statement of such manufacturer to the effect that he has entered into such contract with the bidder and that in the event the contract is awarded to such bidder, the manufacturer will deliver upon his order the required number of plates in accordance with these specifications in fulfillment of the contract so to be entered into.

The Department of Administration reserves the right before awarding the contract to visit the factory in which it is proposed to manufacture the plates herein required and investigate the facilities and equipment of such plant and to reject such bid unless satisfied that the bidder will be able promptly to comply with the terms of the proposed contract, and the right is reserved generally to the Department of Administration to reject any and all bids.

In passing on the bids submitted not only the cost in money will be considered, but also the durability, workmanship, and general appearance of the plates, as well as the ability of the bidder to perform his agreements promptly and faithfully if awarded the contract.

Time is of the essence of the proposed contract for the manufacture and delivery of these plates, and if the contractor shall fail to make delivery of any specified quantity of plates within the time required by these specifications, the State shall be deemed to be damaged by such failure of delivery, and the amount of such damage is hereby fixed and agreed upon in advance as liquidated damages, and not as a penalty, and a deduction will be made from the contract price accordingly, and the contract will so provide, that is to say, for each day's delay, Sundays and holidays excepted, until such satisfactory delivery shall have been made of the plates as herein provided at the rate of $1/3$ of 1 per cent of the contract price, but not to exceed in all ten per cent thereof.

No liquidated damages shall be deducted for such period after the expiration of the time prescribed for delivery, as in the judgment of the Department of Administration, shall equal the time, that either in the beginning or in the prosecution of the deliveries contracted for shall have been lost on account of strikes, riots, fires, or other disasters, delays in transit for delivery on the part of the transportation company, or any other circumstance beyond the control of the contractor; but the question whether delays are due to the

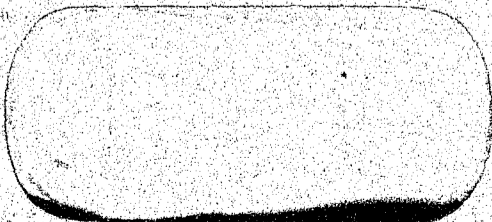
causes herein specified shall be determined by the Department of Administration and its determination thereof shall be conclusively binding on the contractor. The contract will contain the provision that if the contractor shall fail in any respect to perform the contract, the State, at the option of the Department of Administration may rescind, and declare it null and void, and the Department of Administration may purchase or procure such plates in such manner and from such person or persons as it deems proper, paying such prices therefor as may be necessary in order to procure such said articles or materials of the kind as nearly as practicable, as the contractor shall fail to deliver as required, and may charge to, demand and recover from the contractor the difference between the price so paid therefor and the price stipulated in the contract, and the amount of such difference shall be paid by the contractor to the State on demand.

MOTOR VEHICLE REGISTRATION PLATES

1942³

After ten days return to
MIKE HOLM
SECRETARY OF STATE
Saint Paul, Minnesota
Return Postage Guaranteed.

OPEN  **HERE**
Registration Card Inside



HANDLE CAREFULLY

WARNING
Unlawful to use these plates
before 1943³

OFFICE
OF
SECRETARY OF STATE—MOTOR VEHICLE DIVISION

Dear Motor Vehicle Operator:

Consider for a moment your great opportunity to aid in reducing the tremendous annual loss of life thru traffic accidents. By just exercising good judgment and courtesy and observing a few simple rules of caution most accidents could be avoided.

REMEMBER you are not a good driver unless you are a **SAFE DRIVER**.

GOOD SAFETY RULES TO OBSERVE

1. Don't pass on hills or blind curves—you might just as well drive blind-folded.
2. Don't fail to signal all turns—the fellow behind is entitled to this courtesy.
3. To signal costs nothing—not to signal may cost a life.
4. Don't challenge the right-of-way—if in doubt, take no chances.
5. Don't cut corners—that's the other fellow's territory and he might claim it.
6. Don't cut in sharply after passing—the driver you pass hates the ditch as much as you do.
7. Don't weave all over the highway—your half of the road is on the right.
8. Don't come to sudden stops without signaling—rear end crashes are costly. Don't be a tightwad—give the driver behind you a "Hand-out."
9. Careful driving saves alibis—leave sooner and take it easy.
10. Don't lag in traffic—you have no right to delay those behind.
11. Don't take a chance with faulty brakes or tires—it's a saving you'll regret.
12. Don't be reckless at any time—you endanger not only your own life, but the other fellow's as well. Caution is your protection—use it.
13. Speed is the force that kills—better late than sorry.
14. Don't drive with blinding lights—the driver approaching hates it as much as you do.
15. Don't race for an intersection then stop suddenly—brakes have been known to fail.
16. Don't drive if you drink. Don't drink if you drive.
17. Keep a safe, clear stopping distance ahead of you. Something unexpected might happen to the vehicle ahead.
18. Do you have to be there first? Better late than sorry.
19. Drive sanely—signal plainly.
Save a life—perhaps your own.
Always keep your plates clean.
20. Pedestrians aren't armored—give them a chance.

OBSERVE LAWS AND SAVE LIVES.

MIKE HOLM,
Secretary of State

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss:

On this 31st day of August 19 42

before me personally appeared David R. Arundel with whom I am personally acquainted, who, being by me duly sworn, said; that he resides in the city of Minneapolis, County of Hennepin; that he is the Attorney-in-Fact of the SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that said instrument was executed in behalf of said corporation by authority of its Board of Directors and that he signed his name thereto as Attorney-in-Fact by like authority;

and said David R. Arundel acknowledges said instrument to be the free act and deed of said Company, and that the liabilities of the said Company do not exceed its assets, as ascertained in the manner provided in Chapter 33, of the Laws of 1909 constituting Chapter 28 of the Consolidated Laws of the State of New York, and known as the Insurance Law.

H. P. Corey
Notary Public, Hennepin County, Minn.

My commission expires Notary Public, Hennepin County, Minn.
My Commission Expires July 16, 1944.

No. 1797

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That the SEABOARD SURETY COMPANY, a corporation of the State of New York, by Henry G. Thole its Vice-President, hath made, constituted and appointed and by these presents does make, constitute and appoint David R. Arundel or R. P. Bellis

its true and lawful Attorney-in-Fact, at St. Paul or Minneapolis in the State of Minnesota to make, execute and deliver on its behalf as Surety, bonds and undertakings, the penal sum of no one of which is, in any event, to exceed Five Hundred Thousand (\$ 500,000.00) dollars and to be given for the following purposes only, to wit:— guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed.

Such bonds and undertakings for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This appointment is made under and by authority of a certain By-Law duly adopted by the Board of Directors of the said Company at a regular meeting of that body duly called and held on the 8th day of December, 1927, a duly certified copy of which By-Law is hereto attached, and is subject to revocation as therein provided.

In Witness Whereof, the SEABOARD SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed duly attested by its Assistant Secretary, this

29th day of October, 1940, at New York, N. Y.
Attest: SEABOARD SURETY COMPANY,
By

(Seal) A. G. Podlesney Henry G. Thole
Assistant Secretary Vice-President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 29th day of October, 1940, before me personally appeared Henry G. Thole Vice-President of the SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New York; that he is Vice-President of the SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.
Lillian Miller NOTARY PUBLIC, Bronx County
Bronx Co. Clk's No. 80

BE IT REMEMBERED That at the regular meeting of the Board of Directors of the SEABOARD SURETY COMPANY, duly called and held in the Borough of Manhattan, City of New York, on the 8th Day of December, 1927, a quorum being present, the following By-Laws were duly adopted and are still in force and effect.

ARTICLE XI. Paragraph 6:
"Attorneys-in-Fact, Departmental Managers, Branch Managers, Agents, Clerks, and other employees may be appointed or engaged by the President or a Vice-President, subject to the control of the Directors, upon such terms and with such powers and duties as he may prescribe."

Article XVII, Paragraph I. "All policies, bonds, recognizances, stipulations and all underwriting undertakings shall be valid:

- (a) When signed by the President, or the First Vice-President, or a Vice-President, or a Resident Vice-President, or a Departmental Manager and the Secretary, or an Assistant Secretary, or a Resident Assistant Secretary, or other duly authorized official or agent of the Company, and when sealed with the seal of the Company where required by law; or
- (b) When executed by an Attorney-in-Fact."

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:-

I, A. G. Podlesney Assistant Secretary of the SEABOARD SURETY COMPANY, have compared the foregoing By-Laws with the originals thereof, as recorded in the Minute Book of the said Company and do hereby certify that the same are correct and true transcripts therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Company, at New York, N. Y. this 29th day of October, 1940

(Seal). A. G. Podlesney
Assistant Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, H. M. Frost, Jr. Asst. Secretary of the SEABOARD SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said SEABOARD SURETY COMPANY, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the said Company, at the City of New York, this 31st day of August, A. D. 1942

H. M. Frost, Jr.
Assistant Secretary