

State of Minnesota
Department of Administration
State Capitol, St. Paul 1
THEODORE G. DRISCOLL
COMMISSIONER
OF
ADMINISTRATION

F. R. CHAILQUIST
ASSISTANT COMMISSIONER
JULIAN O. SLETTEN
DIRECTOR OF PUBLIC PROPERTY

M. S. COOPER
DIRECTOR OF PURCHASES
HERMAN A. MYER
STATE PRINTER

April 25th, 1945.

Hon. Mike Holm,
Secretary of State,
Building.

Dear Sir:

We enclose herewith for your files Price Contract No. 2727 between the State of Minnesota and Gopher Stamp & Die Company covering Motor Vehicle License Plates for the year 1946.

Will you please issue requisitions to the Division of Purchases as plates are needed under this Price Agreement and Purchase Orders will be written by the Division of Purchases to the Gopher Stamp & Die Company covering your requirements. All encumbrances for material under this contract are made by means of Purchase Orders.

Yours very truly,

DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES
M. S. COOPER, DIRECTOR OF
PURCHASES

BY

N. T. Waldor
N. T. WALDOR
ASST. DIRECTOR OF PURCHASES

N.T.W. :
dhm
Enc: 1

9813



Charge to the account of

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
OVERNIGHT TELEGRAM	NIGHT LETTER
SPECIAL SERVICE	SHIP RADIOGRAM

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

\$

CHECK
ACCOUNTING INFORMATION
TIME FILED

A. N. WILLIAMS
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

WANT A REPLY?
"Answer by WESTERN UNION"
or similar phrases may be
included without charge.

MA 172 18/17 1 EXTRA --- SIOUX FALLS S DAK 20 937A

MARCUS J ROEBERS

317 COMMERCE BLDG STPL

YOU MAY EXECUTE BOND FOR GOPHER STAMP AND DYE CO IN AN

AMOUNT NOT EXCEEDING \$110000

WESTERN SURETY CO DAN KIRBY PRES.

\$110000.

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unreported message rate is charged in addition. Unless otherwise indicated on its face, this is an unreported message and paid for as such, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unreported-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination, or an incoming cable or radio message covers its delivery within the following limits: In cities or towns of 5,000 or more inhabitants where the Company has an office which, as shown by the filed tariffs of the Company, is not operated through the agency of a railroad company, within two miles of any open main or branch office of the Company; in cities or towns of 5,000 or more inhabitants where, as shown by the filed tariffs of the Company, the telegraph service is performed through the agency of a railroad company, within one mile of the telegraph office; in cities or towns of less than 5,000 inhabitants in which an office of the Company is located, within one-half mile of the telegraph office. Beyond the limits above specified the Company does not undertake to make delivery, but will endeavor to arrange for delivery as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee. There will be no additional charge for deliveries made by telephone within the corporate limits of any city or town in which an office of the Company is located.

4. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

5. The Company will not be liable for damages or statutory penalties in the case of any message except an intrastate message in Texas where the claim is not presented in writing to the Company within sixty days after the message is filed with the Company for transmission, and in the case of an intrastate message in Texas the Company will not be liable for damages or statutory penalties where the claim is not presented in writing to the Company within ninety-five days after the cause of action, if any, shall have accrued; provided, however, that neither of these conditions shall apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934.

6. It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

7. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

8. No employee of the Company is authorized to vary the foregoing.

12-40

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAMS

A full-rate expedited service.

DAY LETTERS

A deferred service at lower than the standard telegram rates.

SERIALS

Messages sent in sections during the same day.

OVERNIGHT TELEGRAMS

Accepted up to 2 A.M. for delivery not earlier than the following morning at rates substantially lower than the standard telegram or day letter rates.

SHIP RADIOGRAMS

A service to ships at sea, in all parts of the world. Plain language or code language may be used.

CABLE SERVICES

ORDINARIES

The standard service, at full rates. Code messages, consisting of 5-letter groups only, at a lower rate.

DEFERREDS

Plain-language messages, subject to being deferred in favor of full-rate messages.

NIGHT LETTERS

Overnight plain-language messages.

URGENTS

Messages taking precedence over all other messages except government messages.

THERE IS A SPECIAL LOW-RATE WESTERN UNION SERVICE FOR EVERY SOCIAL NEED

Telegrams of the categories listed at the right, to any Western Union destination in the United States

TELEGRAMS OF PRESCRIBED FIXED TEXT	25¢
TELEGRAMS OF SENDER'S OWN COMPOSITION. First 15 words	35¢
LOCAL CITY TELEGRAMS	20¢

TOURATE TELEGRAMS, for TRAVELERS. First 15 words - 35¢
(Additional Words, 2½¢ each)

GREETINGS AT		
Christmas	New Year	Easter
Valentine's Day	Mother's Day	Father's Day
Jewish New Year	Thanksgiving	
CONGRATULATIONS ON		
Anniversaries	Weddings	
Birthdays	Commencement	
	Birth of a Child	
MISCELLANEOUS		
Bon Voyage telegrams	"Pep" telegrams	
Kiddiegrams (No 35¢ rate)		

ASK AT ANY WESTERN UNION OFFICE OR AGENCY FOR FULL INFORMATION

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES

Field Reqn. No. 576
P.D. Reqn. No. 47247
P.D. Contract No. 2727

STANDARD REQUIREMENT PRICE CONTRACT

Date and Parties

THIS AGREEMENT, made this 18th day of April 1945 by and between the State of Minnesota, herein called the State, and Copher Stamp and Die Company a corporation organized and existing under the laws of the State of Delaware a partnership consisting of _____ an individual trading as _____ located at St. Paul, Minnesota, herein called the vendor,

Description of Bids

WITNESSETH THAT, WHEREAS, Pursuant to due advertisement for bids by the State, acting through its Director of Purchases of the Department of Administration, said vendor has on the 15th day of April 1945 submitted the lowest responsible signed bid meeting specifications, to furnish and deliver all the supplies and materials described on the Price Contract Schedule attached hereto and made a part hereof, in such amounts as will be required by the Department of Secretary of State Division of Motor Vehicle during the period from April 15th 1945, to December 31st 1946 inclusive, at the prices set forth in said Schedule,

Agreement

NOW, THEREFORE, it is mutually agreed that, subject to the conditions hereinafter set forth, and in consideration of the payment of the prices set forth in said Schedule, the State shall purchase from said vendor and from no other vendor, and the vendor shall furnish and deliver to the State, all of said supplies and materials in accordance with the requirements of the specifications and bid proposal, which are made a part hereof, and in such amounts as will be actually required by said Department for its functions during said period.

Term of Contract

The term of this contract is from April 15th 1945 to December 31 1946, inclusive.

Estimated Amount

The total estimated amount of this contract based on prices set forth in said schedule is _____ 107,523.00. This is merely an estimate based on experience and no representation as to quantity shall be construed therefrom. No guarantee of minimum or maximum quantity or amount is either made or implied. The State shall neither be compelled to order any quantity of any item nor limited in the total quantity ordered of any item.

Orders and Delivery

Delivery of said materials and supplies is included in said prices and shall be made only as called for on Purchase Orders referring to this contract duly signed, encumbered by the State Auditor, and issued by the Division of Purchases of the Department of Administration, from time to time pursuant to requisition by said Department. Delivery may also be made as called for on Departmental Purchase Orders issued by the various Departments of the State and signed by their duly authorized representatives and referring to the Division of Purchases authority and to this contract. It is understood that the State shall be under no obligation for payment for any supplies or material except on the basis of said Purchase Orders duly signed and issued.

Reduction in Prices

The vendor agrees that if any reduction to the trade or any City, State or State Governmental Agency is made which is customarily applicable to said prices during the term of the contract, such reduction shall apply to the price affected under this contract, at, and for the time such reduction goes into effect. Written notice of such reduction shall immediately be given by the vendor to the Division of Purchases. The State agrees that after such reduction is made and written notice thereof given, if said price is subsequently increased, such increase shall apply to the price affected under this contract.

No increase above said contract price will be allowed to the vendor during the term of this contract.

Unavoidable Circumstances

The vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

Default of Vendor

Subject to the foregoing provisions, if at any time during the term of the contract, the vendor fails to furnish the quantity and quality of materials and supplies agreed upon, and properly ordered under this contract, the State Agency concerned shall, subject to the approval of the Director of Purchases, reject such supplies and materials and promptly notify the vendor, at his expense, by telegram or telephone.

If the needs of the Agency will permit, the vendor shall be given the opportunity to make immediate shipment of supplies or replacement of the rejected supplies. If the needs of the Agency are such as will not permit the time required by the vendor to make shipment of supplies, or replacement of rejected supplies, or if the vendor fails to make prompt shipment of supplies, or replacement of rejected supplies, all meeting the contract requirements, said Agency may, with the approval of the Director of Purchases, buy on the open market, supplies of the character required in this contract, up to the total amount covered in this contract. The vendor shall be liable to the State of Minnesota for any excess cost and expense occasioned by said default and open market purchase.

Liquidated Damages

Liquidated damages for the failure of the vendor to perform hereunder, if required, shall be in accordance with said specifications or the provisions of the Special Conditions Supplement attached hereto.

Payment

Payment for supplies shall be made by the State Departments or Agencies to which supplies are delivered, upon presentation by the vendor of a uniform vendors invoice direct to such agency, and not to the general account of the State of Minnesota.

Assignment

This contract shall not be assigned by the vendor without the written consent of the State of Minnesota, Division of Purchases.

Construction of Contract

This is a State of Minnesota agreement and shall be construed according to the laws of the State of Minnesota.

Special Conditions

This contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked Exhibit A.

Execution

IN WITNESS WHEREOF the State has caused this contract to be signed by its duly authorized officers and the vendor has hereunto set his hand and seal.

Dated this 10th day of April 19 45

STATE OF MINNESOTA
DIVISION OF PURCHASES
M. S. COOPER, Director of Purchases

By H. W. Wadsworth
Asst. Director of Purchases
(Title)

VENDOR

Gopher Stamp and Die Company
(Name of Company)

By Paul Smith
Vice President
(Title)

By Chas. Jensen
Secretary
(Title)

The foregoing contract examined and approved as to form and execution this 9th day of April 19 45
(CORPORATE SEAL) J. A. A. BURNQUIST,
Attorney General.

By [Signature]
Assistant Attorney General

By [Signature]
Assistant Attorney General

NOTE: If the vendor is a corporation, this should be signed by at least two executive officers, same being the president and secretary or vice president and secretary and the corporate seal attached. If the vendor is a co-partnership, this should be signed by all members of the co-partnership.

STATE OF MINNESOTA
DIVISION OF PURCHASES

P. D. Req'n. No. 47247
P. D. Contract No. 2727

PRICE CONTRACT SCHEDULE

Item	Estimated Amounts	Description and Specification	Unit	Unit Price	Discount	Total Price
<u>MOTOR VEHICLE LICENSE PLATES FOR THE YEAR 1946</u>						
1	760,000	Pairs of plates (approximately) for 1946	prs.	.1375		\$104,500.00
2	45,000	Single Plates (approximately) for 1946	each	.0694		3,123.00
		Approximate amount of contract				\$107,623.00
		There will be required approximately 760,000 pairs of plates and 45,000 single plates, the exact number cannot be given at this time.				
		Plates shall be made of 24 U.S. gauge standard black steel, 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. All plates must be delivered in the Motor Vehicle Department and stacked in numerical order as directed by the registrar of motor vehicles not later than September 15, 1945.				
	1,500	Dealers' Plates Definite order as to number of plates in each set to be given by registrar before manufacture of dealer's plates begins	prs.			
	10	Motorcycle Dealers' Plates, single series				
	100	"In Transit" Plates Definite order for "In Transit" plates will be given before manufacture of plates begins.				
	2,500	Motorcycle Plates, single				
	115,000	Truck Plates Definite order will be given when manufacturer is ready to begin work.	prs.			

STATE OF MINNESOTA
DIVISION OF PURCHASES

P. D. Req'n. No. 47247
P. D. Contract No. 2727

PRICE CONTRACT SCHEDULE

Item	Estimated Amounts	Description and Specification	Unit	Unit Price	Discount	Total Price
	27,000	"Z" Trailer Plates, single series.				
	15	"FZ" Trailer Plates, single series				
	1,500	"TZ" Trailer Plates, single series				
	4,000	"IZ" Trailer Plates, single series				
	2,000	"YZ" Trailer Plates, single series				
	900	"IZ" Trailer Plates, single series				
	400	"G" Series Bus Plates	prs.			
	50	"G" Series Snowmobile Plates	prs.			
		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"	pr.			
		"No Tax"	pr.			
		"Drive-away In Transit"	pr.			
	10	Series "A" Duplicate Plates	prs.			
	2,000	Regular Series Duplicate Plates	prs.			
	300	Series "F" Duplicate Plates	prs.			
	700	Series "X" Duplicate Plates	prs.			
	25	Motorcycle Duplicate Plates, single				
	25	"Z" Duplicate Plates, single				
	10	"TZ" Duplicate Plates, single				
	25	"IZ" Duplicate Plates, single				
	75	"YZ" Duplicate Plates, single				
	25	"IZ" Duplicate Plates, single				
	5	Series "G" Duplicate Plates	prs.			
	300	Series "Y" Duplicate Plates	prs.			

STATE OF MINNESOTA
DIVISION OF PURCHASES

P.D. Req'n. No. 47847
P.D. Contract No. 2787

PRICE CONTRACT SCHEDULE

Item	Estimated Amounts	Description and Specification	Unit	Unit Price	Discount	Total Price
	10	Series "IY" Duplicate Plates	prs.			
	4,000	Series "A" Automobile Plates. Definite order will be given when manufacturer is ready to begin work.	prs.			
	625,000	Regular Series Automobile Plates	prs.			
<p>ALL PLATES TO BE MADE AS PER SPECIFICATIONS FOR MOTOR VEHICLES NUMBER PLATES</p> <p>GUARANTEED DELIVERY DATE as per specifications</p> <p>DELIVERIES: All deliveries shall be made freight paid at the State Capitol at St. Paul, Minnesota, as directed by the Secretary of State and arranged in numerical order and piled as directed by the Secretary of State.</p> <p>F.O.B. DESTINATION</p>						

SUPPLY CONTRACT BOND

Know All Men By These Presents, that Gopher Stamp and Die Company, a Delaware Corporation, located at St. Paul, Minnesota

as principal, and **WESTERN SURETY COMPANY**
a corporation organized under the laws of the State of South Dakota and duly licensed to do business in the State of Minnesota, and authorized to act as surety on contract bonds, as surety, are held and firmly bound unto the State of Minnesota in the amount of

One Hundred Seven Thousand, Six Hundred Twenty-three Dollars \$107,623.00 DOLLARS.

For the payment of this well and truly to be made we bind ourselves, our representatives and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the principal has entered into a contract with the state, evidenced by written contract, Division of Purchases number 2727, dated April 18, 1945 for furnishing all of the Motor Vehicle License Plates required by the State of Minnesota during the year 1946.

in accordance with the specifications and requirements of the Division of Purchases, State of Minnesota, for the bid on said material received on April 13th 19 45 the regularity and validity of which contract is hereby affirmed;

Now, Therefore, if the principal shall faithfully perform the contract and shall furnish said material in accordance with said specifications, and shall save the state harmless from all costs and charges that may accrue on account of the doing of the work specified, and shall pay all costs of enforcement of the terms of the bond if action is brought thereon, including reasonable attorney's fees, in any case in which such action is successfully maintained, and shall comply with the laws of the state appertaining to such contract, then this obligation shall be void, but otherwise it shall remain in full force and effect.

Any alterations which may be made in the terms of the contract or in the work to be done under it, or any extension of time for the performance thereof, or any forbearance on the part of the state shall not in any way release the contractor and surety, successors or assigns, from their liability hereunder, notice to the surety of any such alteration, extension or forbearance being hereby waived.

Dated April 20th, 19 45.

CONTRACTOR

(CORPORATE SEAL)

(Surety,
Corporate
Seal)

Countersign for Surety Execution
Outside of State of Minnesota.

Resident Agent, State of Minnesota

Gopher Stamp and Die Company
Name of Company

By [Signature], President
Title

By [Signature], Secretary
Title

WESTERN SURETY COMPANY

By [Signature], Surety
Attest [Signature], Secretary-in-act
Arthur J. Rogora

PDF 28
2-1-41

CORPORATE ACKNOWLEDGMENT FOR CONTRACTOR

STATE OF MINNESOTA)
) SS
COUNTY OF RANDOLPH)

On this 20th day of April, 1945, before me personally appeared

P. A. T. Smith and Chas. J. Horron

to me personally known, who, being by me duly sworn, did say that they are respectively Vice - Presidents
and Secretary of Gopher Stamp and Die Company, St. Paul, Minnesota

a Delaware corporation; that the seal affixed to the foregoing Contract & Bond is the corporate seal of the corporation, and that said instruments were executed in behalf of the corporation by authority of its board of directors; and they acknowledged said instruments to be the free act and deed of the corporation.

MAXINE A. TETSCHÉ
Notary Public, Ramsey County, Minn.
My commission expires Jan. 25, 1950.

Maxine A. Tetsche

The within bond and the sureties thereon approved and bond filed 4/23 1945.

H. W. Baer
Notary Director of Purchases

Approved as to form and execution this 24th day of April 1945.

J. A. Brunner
ATTORNEY GENERAL, State of Minnesota

By M. J. French Title Sp. and Com. Clk.

NOTICE TO PERSONAL SURETIES: Bond will not be accepted unless accompanied by a sworn financial statement of each of the sureties.

NOTICE TO CORPORATE SURETIES: This bond will not be accepted unless executed or countersigned by a Minnesota agent or attorney-in-fact whose name and address must be noted below.

MEMORANDUM: Affix here Power of Attorney and Acknowledgment of corporate surety.

Western Surety Company, 131 North Main Avenue, Sioux Falls, South Dakota
Full Name of Surety Company Home Office Address

Marcus J. Rogers, Joseph A. Rogers Company, 317-318 Commerce Building
Name of Attorney-in-fact Name of Local Agency Address of Local Agency

Saint Paul, Minnesota

If this bond is executed outside of the State of Minnesota, it must be countersigned on the Performance Bond by a Minnesota resident agent of the Surety Company.

Name of Agent affixing countersignature

Address

B-46

POWER OF ATTORNEY

PA No. 3741

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer and filed separately if desired.

That the Western Surety Company, a corporation, organized and existing under the laws of the State of South Dakota, hereby make, constitute and appoint Marquis J. Rogers or Genevieve A. Rogers, in the city of Sioux Falls, South Dakota, with limited authority, its true and lawful agent and attorney-in-fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as surety and its acts and deed the following bonds and no others, provided the penalty does not exceed the amount designated on each bond.

(A) An original bond required by statute or order of court for the purpose of the Western Surety Company of Sioux Falls, South Dakota, in the sum of \$100,000.00.

ADMINISTRATOR
EXECUTOR
GUARDIAN
CONSERVATOR

MAXIMUM PENALTY

\$100,000.00

(B) TRUSTEE
REFEREE IN PARTITION
RECEIVER (excluding Receivers for benefit of creditors in lieu of Federal bankruptcy proceedings)

\$ 50,000.00

(C) TRUSTEE (in bankruptcy required)
RECEIVER (in United States Court)

\$ 50,000.00

(D) ANY BOND (excluding Stay, Supersedeas or Open Penalty)

\$ 10,000.00

(E) Any other bond or indemnity (not included in clauses A, B, C & D) provided there is attached to this Power of Attorney, written authority in the form of an endorsement, letter or telegram, signed by the President, Vice-President, Secretary, Treasurer or Assistant Secretary of the Western Surety Company of Sioux Falls, South Dakota.

And the acknowledgment and execution of any such document by the said Attorney-in-Fact, shall be as binding upon said Company as fully and amply, to all intents and purposes as if such bond had been executed and acknowledged by the regularly elected officers of the said Company.

All authority hereby conferred shall expire and terminate without notice, at midnight on May 31st, 1946

The WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of the Western Surety Company, duly adopted and now in force, to-wit: "Section 7. The President, any Vice-President, Secretary, any Assistant Secretary, or Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies or undertakings in the name of the Company, subject to such rules and regulations as such officers may prescribe."

IN WITNESS WHEREOF, the said WESTERN SURETY COMPANY has caused these presents to be executed by its President with its corporate seal affixed this 15th day of February, 1943.

WESTERN SURETY COMPANY,

THIS COPY FOR
FILING PURPOSES ONLY
D. Davies

By Dan Kirby
President and General Manager

9813

NOT AN ORIGINAL

THIS COPY FOR

COUNTY OF RAMSEY

On this 20th day of April A. D. 1925 before me, a Notary Public, in and for said County, personally appeared Marcus J. Rogers, to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of the WESTERN SURETY COMPANY, a corporation of South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors, and that the said instrument was acknowledged by the said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal and hand at the city of Saint Paul, Minnesota, the day and year last above written.

Maxine A. Tetsche
Notary Public, Ramsey County, Minn.
My commission expires Jan. 25, 1926.

My Commission expires \$ 50.00.00
MAXINE A. TETSCHKE
Notary Public, Ramsey County, Minn.
My commission expires Jan. 25, 1926.

All authority hereby conferred shall expire and terminate without notice, at midnight on the 15th day of 1925. The WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of the Western Surety Company, duly adopted and now in force, to-wit: "Section 7. The President, any Vice-President, Secretary, any Assistant Secretary, or Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies or undertakings in the name of the Company, subject to such rules and regulations as such officers may prescribe." IN WITNESS WHEREOF, the said WESTERN SURETY COMPANY has caused these presents to be executed by its President with its corporate seal affixed this 18th day of February, 1925.

WESTERN SURETY COMPANY

By *[Signature]*
President and General Manager

9813

THIS COPY FOR
FILING PURPOSES ONLY
J. Davison

THIS COPY FOR

— ORIGINAL IN FILE —