

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

June 27th, 1945.

Hon. Mike Holm,
Secretary of State,
Building.

Dear Sir:

We enclose herewith for your files Standard Requirement Price Contract No. 2758 between the State of Minnesota and Gopher Stamp & Die Company covering license plates for the State of Minnesota 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 copy price contract

9825



CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	NIGHT LETTER
NIGHT LETTER	SHIP RADIOGRAM

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

1225-A

CHECK
ACCT'G INFMN.
TIME FILED

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

NA277 21- SIXTY FALLS STAN 22 1086A

JOSEPH A. ROGERS JOSEPH A. ROGERS CO.

217 CONGRESS BLDG ST PA

YOU MAY INTERESTED CONTRACT THIS NOT REQUIRING \$20000 FOR COMMER
 CEASE AND DEN COMPANY THIS APPLICABLE TO INTERACTIVE TO AND
 INCLUDING JUNE 4, 1945

WESTERN UNION CO SAN DEBAY WYOM

\$20000 4 1945

WESTERN UNION GIFT ORDERS ARE APPROPRIATE GIFTS FOR ALL OCCASIONS

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 unrepented message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepented 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 unrepented 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; not in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.
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 sum of five thousand dollars, at which amount each message is deemed to be 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 percent 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.
4. Domestic messages and incoming cable messages will be delivered free within one-half mile of the company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.
5. 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.
6. The company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the company for transmission.
7. 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.
8. 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.
9. No employee of the company is authorized to vary the foregoing.

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED
R. B. WHITE, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

NIGHT MESSAGES

Accepted up to 2:00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the ensuing business day.

Night Messages may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such night messages at destination, postage prepaid.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard night letter rate for the transmission of 50 words or less and one-fifth of the initial rates for each additional 10 words or less.

SPECIAL TERMS APPLYING TO DAY LETTERS:

In further consideration of the reduced rate for this special Day Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Day Letters may be forwarded by the Telegraph Company as a deferred service and the transmission and delivery of such Day Letters is, in all respects, subordinate to the priority of transmission and delivery of regular telegrams.

B. This Day Letter is received subject to the express understanding and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely, and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of regular telegrams under the conditions named above.

NIGHT LETTERS

Accepted up to 2:00 A.M. for delivery on the morning of the ensuing business day, at rates still lower than standard night message rates, as follows: The standard telegram rate for 10 words shall be charged for the transmission of 50 words or less, and one-fifth of such standard telegram rate for 10 words shall be charged for each additional 10 words or less.

SPECIAL TERMS APPLYING TO NIGHT LETTERS:

In further consideration of the reduced rates for this special Night Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

Night Letters may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Letters at destination, postage prepaid.

FULL RATE CABLES

An expedited service throughout. Code language permitted.

DEFERRED HALF-RATE CABLES

Half-rate messages are subject to being deferred in favor of full rate messages for not exceeding 24 hours. Must be written in plain language.

CABLE NIGHT LETTERS

An overnight service for plain language communications, at one-third the full rate, or less. Minimum of 25 words charged for. Subject to delivery at the convenience of the Company within 24 hours.

SHIP RADIOGRAMS

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

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES

Field Reqn. No. 376
P.D. Reqn. No. 47247
P.D. Contract No. 2758

STANDARD REQUIREMENT PRICE CONTRACT

Date and Parties

THIS AGREEMENT, made this 4th day of June 1945, by and between the State of Minnesota, herein called the State, and Gopher 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 28th day of May 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 May 28th 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 May 28th 1945 to December 31st 1946 inclusive.

Estimated Amount

The total estimated amount of this contract based on prices set forth in said schedule is _____
\$58,362.50 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 4th day of June 1945.

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

By [Signature]
Asst. Director of Purchases
(Title)

VENDOR

Copier Stamp and Die Company
(Name of Company)

By [Signature]
President
(Title)

By [Signature]
Secretary
(Title)

(CORPORATE SEAL)

The foregoing contract
has been examined and approved as
to form and execution this 27th
day of June 1945
J. A. A. BURNQUIST,
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. 2758

PRICE CONTRACT SCHEDULE

Item	Estimated Amounts	Description and Specification	Unit	Unit Price	Discount	Total Price
1	305,000	<p><u>MOTOR VEHICLE LICENSE PLATES</u> <u>FOR THE YEAR 1946</u></p> <p>Single Plates, (approximately) for 1946:</p> <p>Specifications below:</p> <p>There will be required approximately 305,000 single plates, the exact number cannot be given at this time.</p> <p>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.</p>	each	.0725		\$58,362.50
	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.				
	10	Motorcycle Dealers' Plates				
	100	"In Transit" Plates Definite order for "In Transit" plates will be given before manufacture of plates begins.				
	2,500	Motorcycle Plates				
	115,000	Truck Plates Definite order will be given when manufacturer is ready to begin work.				
	27,000	"Z" Trailer Plates				
	15	"FZ" Trailer Plates				
	1,500	"TZ" Trailer Plates				

STATE OF MINNESOTA
DIVISION OF PURCHASES

P.D. Req'n. No. 47247
P.D. Contract No. 2758

PRICE CONTRACT SCHEDULE

Item	Estimated Amounts	Description and Specification	Unit	Unit Price	Discount	Total Price
	4,000	"XZ" Trailer Plates				
	2,000	"YZ" Trailer Plates				
	900	"IZ" Trailer Plates				
	400	"C" Series Bus Plates				
	50	"S" Series Snowmobile 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.				
		"Tax Exempt"				
		"No Tax"				
		"Drive-away In Transit"				
	10	Series "A" Duplicate Plates				
	2,000	Regular Series Duplicate Plates				
	300	Series "T" Duplicate Plates				
	700	Series "X" Duplicate Plates				
	25	Motorcycle Duplicate Plates				
	25	"Z" Duplicate Plates				
	10	"TZ" Duplicate Plates				
	25	"XZ" Duplicate Plates				
	75	"YZ" Duplicate Plates				
	25	"IZ" Duplicate Plates				
	5	Series "C" Duplicate Plates				
	300	Series "Y" Duplicate Plates				
	10	Series "IY" Duplicate Plates				
	4,000	Series "A" Automobile Plates Definite order will be given when manufacturer is ready to begin work				

STATE OF MINNESOTA
DIVISION OF PURCHASES

P.D. Req'n. No. 47247
P.D. Contract No. 2758

PRICE CONTRACT SCHEDULE

Item	Estimated Amounts	Description and Specification	Unit	Unit Price	Discount	Total Price
	625,000	<p>Regular Series Automobile Plates</p> <p>ALL PLATES TO BE MADE AS PER SPECIFICATIONS FOR MOTOR VEHICLE NUMBER PLATES</p> <p><u>GUARANTEED DELIVERY DATE as per specifications</u></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>				

EXHIBIT A

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

Fifty-eight Thousand, Three Hundred Sixty-two Dollars & Fifty Cents 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 2758, dated ~~June~~ 4th 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 May 28th 1945, 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 June 4th, 1945.

CONTRACTOR

(CORPORATE SEAL)

Gopher Stamp and Die Company
Name of Company

By [Signature], President
Title

By [Signature], Secretary
Title

(Surety,
Corporate
Seal)

Countersign for Surety Execution
Outside of State of Minnesota.

WESTERN SURETY COMPANY

Surety

By [Signature]
Attorney-in-fact

Resident Agent, State of Minnesota

Gonzvieve A. Rogers

CORPORATE ACKNOWLEDGMENT FOR CONTRACTOR

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this 27th day of JUNE, 1946, before me personally appeared

James H. Waters and Charles J. Sorson

to me personally known, who, being by me duly sworn, did say that they are respectively President
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. TETSCHKE
Notary Public, Ramsey County, Minn.
(Notarial Seal) My commission expires Jan. 25, 1950.

Maxine A. Tetschke

The within bond and the sureties thereon approved and bond filed James B. Waldor 1946.

James B. Waldor
ASST. Director of Purchases

Approved as to form and execution this 27th day of June 1946.

J. A. Baumgart
ATTORNEY GENERAL, State of Minnesota

By [Signature] Title Asst. Atty. Gen.

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 Minne-
sota agent or attorney-in-fact whose name and address must be noted below.

Western Surety Company, 231 North Main Avenue, Sioux Falls, South Dakota
Full Name of Surety Company Home Office Address

Joseph A. Rogers, Joseph A. Rogers Company, 317-319 Commerce Building
Name of Attorney-in-fact Name of Local Agency Address of Local Agency

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 4850

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,

does hereby make, constitute and appoint Marcus J. Rogers or Genevieve A. Rogers in the city of St. Paul County of Dakota State of Minnesota

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 in the right of recording and of said bond notations or

- (A) An original bond required by statute or decree of Court for discharge of bondsman **MAXIMUM PENALTY**

ADMINISTRATOR	
EXECUTOR	
GUARDIAN	
CONSERVATOR	
- (B) TRUSTEE REFEREE IN PARTITION RECEIVER—(excluding Receivers for benefit of creditors in lieu of Federal bankruptcy proceedings) **\$ 50,000.00**
- (C) TRUSTEE RECEIVER { —in bankruptcy required in United States Court **\$ 50,000.00**
- (D) ANY BOND (excluding Stay, Supersedeas or Open Penalty) **\$ 10,000.00**

— NOT AN ORIGINAL —

THIS COPY FOR

(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
Martha Andrews

By Dan Krby
President and General Manager

9825

Known All Well by

On this 22nd day of June, A. D. 19 45, before me, a Notary Public, in and for said County, personally appeared Genevieve A. 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 Genevieve A. Rogers is its duly authorized agent and attorney-in-fact with full power and authority hereby conferred on him and 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 at Saint Paul, Minnesota the day and year last above written.

ADMINISTRATOR
EXECUTOR
GUARDIAN
CONSERVATOR

M. Marie A. Tetsche

My Commission expires 20,000.00 in RECEIVER (including Receivers for benefit of creditors in lieu of Federal bankruptcy proceedings)

20,000.00 MAXINE A. TETSCHER — in bankruptcy required RECEIVER in United States Court

Notary Public, Ramsey County, Minn.
My commission expires Jan 25, 1951 (Open Penalties)

(B) 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 July 22nd, 1945.

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 execute 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 signed this 15th day of February, 1945.

WESTERN SURETY COMPANY

By *Maxine A. Tetscher*
President and General Manager

THIS COPY FOR
FILING PURPOSES ONLY
Please Refer to

THIS COPY FOR

— JAMICHO WA TOM —

9885