

CLIFFORD L. HILTON,
ATTORNEY GENERAL
C. LOUIS WEEKS,
DEPUTY ATTORNEY GENERAL

CORRESPONDENCE SHOULD BE
ADDRESSED TO THE ATTORNEY GENERAL

State of Minnesota
Legal Department
St. Paul

HENRY C. FLANNERY
EGBERT S. OAKLEY
JAMES E. MARKHAM
JOHN E. PALMER
ROLLIN L. SMITH
MONTREVILLE J. BROWN
ASSISTANT ATTORNEYS GENERAL

May 14, 1919.

Hon. Julius A. Schmahl,
Secretary of State.

Dear Sir:

I have examined and return herewith proposed contract between the state and The Pioneer Incorporated, providing for the publication of Minnesota Reports.

The proposed contract seems to conform with the provisions of Chapter 420, Laws 1919, and inasmuch as it was within the authority of the legislature to prescribe the form of contract this form is approved.

Yours truly,

James E. Markham
Assistant Attorney General

JEM/EM

Encl.

2006

THIS AGREEMENT, made and entered into this *14th* day of *May* 1919, by and between JULIUS A. SCHMIDT, secretary of state, on behalf of the state of Minnesota, party of the first part, and THE PIONEER INCORPORATED, party of the second part, WITNESSETH:

NOW, THEREFOR, IN CONSIDERATION of the premises and of the benefits to be derived from the execution of this contract, the said party of the second part hereby covenants and agrees with the said party of the first part, acting on behalf of the state of Minnesota, as follows:

1. That the party of the second part will print and publish the reports of the supreme court of the state of Minnesota, commonly known as the Minnesota reports, beginning with volume 141 and up to and including October 1st, 1921.

2 The second party hereby further agrees to publish and sell said Minnesota reports for the sum of one and 75/100 (\$1.75) dollars per volume at its office in St. Paul, and at the sum or price of two and 10/100 (\$2.10) dollars per volume when delivered elsewhere in the state of Minnesota, and at all times keep the same on sale at its office in the city of St. Paul, Minnesota, in quantities of one or more copies at any one time upon reasonable notice of not less than ten days, for the price agreed upon in said contract. The second party also agrees during the term of this contract to keep on sale at all times, at its office in St. Paul, Minnesota, at prices which shall not exceed the schedule of prices herein set forth volumes 131 to 140, both inclusive, of said Minnesota reports heretofore printed and published pursuant to the contract of July 6th, 1915, referred to in section 1 of this act.

It is understood and agreed that there will be no additional cost to the state of Minnesota for any additional miscellaneous expenses, such as special stamping or wrapping, author's corrections and similar items, such as were incurred in publishing volumes 131 to 140.

2A. Specifications shall be as follows:

Paper. Paper stock shall be substantially as shown in dummy volume herewith, Minnesota reports, volume No. 140, for identification, being commonly known as Law Book LF paper, 58x50-120.

Composition. Shall be of type as shown by volume 140, Minnesota reports, using same faces and bodies of type as used herein and not other

and set to same measurements.

Presswork. shall be done in first-class workmanlike manner, in which all letters and words are clearly and legibly printed in good black ink and all forms have uniformly the same amount of ink.

add (Number of pages. The number of pages in each volume should not exceed six hundred and five (605) pages. Any number of pages in excess of this number, taking as an average four volumes, is to be paid for by the state at the rate of two and 00/100 (\$2.00) dollars per page per edition.

add (Binding. The standard binding shall be light Buckram, and on such volumes bound in sheep there shall be an extra charge of fifty (50) cents per book.

23. Copy furnished by the supreme court reporter to be definite and legible, and it is understood and agreed that the second party shall furnish the reporter of the supreme court such reasonable numbers of galleys, page and plate proof as may be necessary for the use in his office.

3. The second party will stereotype the said reports and at all times keep the same on sale in the state of Minnesota at the contract price, and furnish the state any number of additional copies that may hereafter be required at said contract price, and that the copyright of said reports as published, under this contract, shall vest in and remain in the secretary of state of Minnesota, for the benefit of the people of the state of Minnesota; provided, however, that nothing herein contained shall be so construed as to prevent the parties of the second part, their representatives or assigns from continuing the printing, publishing and sale of such volumes as long as they shall comply in all respects with this contract.

4. That four hundred and fifty (450) copies of each of said volumes shall be printed, published and delivered to the secretary of state within forty-five (45) days after the complete manuscript thereof shall be delivered by the reporter of the supreme court to the said party of the second part, which said four hundred and fifty (450) copies, and all other copies of said reports furnished to the state or any of the officers, of the state shall be paid for by the state of Minnesota at the above mentioned rate of one and 75/100 (\$1.75) dollars per volume.

5. Whenever the reporter shall have delivered enough copy to fill two hundred (200) pages, within thirty (30) days thereafter the party of the second part shall deliver to the reporter pages proof of same, whether the copy be of cases, tables of cases or index; provided, however, that any reasonable delay in the delivery of page proof, caused by the elements or strikes, shall not be deemed or computed a part of said time; in case of any dispute between the reporter and said party of the second part, as to the construction of this paragraph, or as to the computation of time, the decision of the chief justice shall be final.

6. In case said party of the second part shall fail to comply with the terms of this contract, for sixty days after written notice from the secretary of state of its default herein, that then, and in such case the secretary of state with the consent and approval of the chief justice, for the time being, may cause the work still remaining uncompleted under this contract, to be done by other persons, and the expense thereof, over and above the amount agreed upon to be paid per volume shall be payable by said party of the second part to the said party of the first part.

7. Said second party shall at the time of making this contract execute and file with the secretary of state of Minnesota, to be approved by the clerk of the supreme court a bond in the penal sum of five thousand and 00/100 (\$5,000.00) dollars, conditioned to fulfill this contract in all particulars.

IN CONSIDERATION of the covenants and agreements of said party of the second part, and the performance of the same by said party, party of the first part agrees that of each volumes of said reports so published by said party of the second part, it will take at least four hundred and fifty (450) copies, and as above provided, it will pay the party of the second part therefor, the sum of one and 75/100 (\$1.75) dollars per copy. That it will take and receive said copies as soon as delivered by the said

party of the second part, which delivery is to be made within the time hereinbefore limited.

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate, the day and year first above written.

IN PRESENCE OF;

M. H. Bradley
J. J. Groppe
Chas. A. Green

The Pioneer Ore
Shub. B. B. B. B. B.
The Pioneer. Inc.
W. H. Cleary Secy.
J. H. Sturman Secy.

Julius A. Schwall
Secretary of State of
Minnesota.

2006