



GEORGE T. SIMPSON,
ATTORNEY GENERAL

CLIFFORD J. TON
GEORGE W. REYNOLDS
LYNDON A. THORNTON
ASSISTANT ATTORNEYS GENERAL
C. LOUIS WEEKS
SPECIAL ATTORNEY

Office of the Attorney General
St. Paul.

NOV 2 1909

October 28, 1909.

Hon. Julius A. Schmahl,
Secretary of State,
Capitol.

My dear Sir:

I return herewith contract with the L. R. A. Company made under Chapter 438 Laws of 1909, and also bond given to guarantee the performance of the same. In my judgment the contract should be executed by the company. While I have no doubt but that Mr. Wade, in signing this contract on behalf of the company, believed he was, and undoubtedly was in fact authorized to do so, yet that authorization should either appear on the contract, and this would be better, should be signed by the company through its officers, acknowledged by them and its corporate seal attached.

I therefore suggest that the matter be returned to them for proper execution in accordance with these suggestions.

Yours truly,

George T. Simpson
Attorney General.

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W. B. HALE, PRESIDENT
J. B. BRYAN, VICE PRESIDENT

E. A. RICH, SECRETARY
W. H. BRIGGS, TREASURER

THE LAWYERS CO-OPERATIVE PUBLISHING COMPANY
LAW PUBLISHERS AND BOOKSELLERS
ROCHESTER, N.Y.

Nov. 3, 1909.

Hon. Julius A. Small,

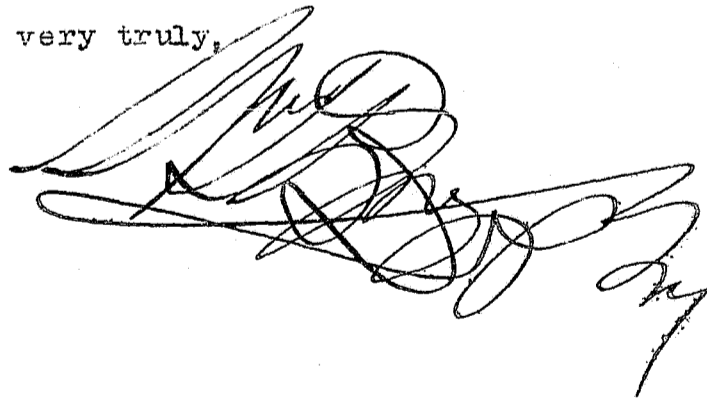
Secretary of State,
St. Paul, Minn.,

Dear Sir:--

Yours of the 29th enclosing contract and Memo. from the Attorney general is duly to hand and noted. In response thereto we have executed the contract by our president and Treasurer duly authorized as indicated, which we hope will be satisfactory.

Yours very truly,

A-WHB

A large, stylized handwritten signature in black ink, likely belonging to W. B. Hale, the president of the company. The signature is written in a cursive, flowing style and is positioned to the right of the typed name 'A-WHB'.

W.B. HALE, PRESIDENT
J.B. BRYAN, VICE PRESIDENT

D.A. RICH, SECRETARY
W.H. BRIGGS, TREASURER

THE LAWYERS CO-OPERATIVE PUBLISHING COMPANY
LAW PUBLISHERS AND BOOKSELLERS
ROCHESTER, N. Y.

J. J. WADE, MANAGER
412 GERMAN AMERICAN BANK
TEL. T. C. 499

ST. PAUL, MINN., May 6, '09.

Sec. of State,
St. Paul, Minn.

Dear Sir:-

We submit the following offer: We will contract to print, publish and sell the Minn. Reports in accordance with Chapter 438 S. F. No. 471 at (\$1.00) one dollar per volume. We will in addition to requirements specified, ~~in~~ contract to annotate each report with U. S. and I. R. A. citations without additional charge.

Yours truly,

The Lawyers Co-Op. Pub. Co.,

per

J. J. Wade

450 copies

THIS AGREEMENT, made and entered into this 5th day of May, 1909, by and between Julius A. Schmahl as Secretary of State, on behalf of the State of Minnesota, party of the first part, and The Lawyers Co-Operative Publishing Company of Rochester, N. Y., party of the second part, WITNESSETH: that

WHEREAS the said Julius A. Schmahl, Secretary of State was authorized by an act of the legislature, known as and being Chapter 438 of the General Laws of the State of Minnesota for 1909, to enter into a contract on behalf of the State of Minnesota, for the printing and publishing of the Supreme Court Reports, and

WHEREAS the said Secretary of State as by said act authorized, has solicited bids for the printing and publishing of the Supreme Court Reports as aforesaid, and

WHEREAS the said Secretary of State has accepted and approved the bid of The Lawyers Co-Operative Publishing Co. for the printing and publishing of said reports.

NOW, THEREFORE, 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 said party of the first part acting on behalf of the State of Minnesota, as follows:

1. That it will print and publish the Reports of the Supreme Court of the State of Minnesota commonly known as the Minnesota Reports, for the term of six (6) years from and after October 1, 1909, and so print and publish the said reports in all respects as required by the terms of the said Chapter 438 of the General Laws of Minnesota for 1909, which law is hereby recognized and adopted as a part of this contract.

2. That the said Lawyers Co-Operative Publishing Co., hereby further agrees to publish and sell the said Minnesota

Reports for the sum of one dollar (1.00) per volume, 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, and upon reasonable notice of not less than ten (10) days, for the price agreed upon in said contract.

3. That The Lawyers Cooperative Publishing Co. 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 be thereafter required, at said contract price, and that the copyright of all such reports so published under this contract, shall vest in and remain in the Secretary of the State of Minnesota for the benefit of the people of the said State of Minnesota, but said party of the second part shall have the right to continue the publication and sale of such volumes as it issues under the terms of this contract, so long as it shall comply in all respects with the requirement of said act in respect to the character, sale and price of such volumes.

4. That the said party of the second part will annotate each report with the United States and Lawyers Reports annotated citations without additional charge, and will, under the direction of the Supreme Court of Minnesota, print in connection with each point decided, a reference to the notes on the same subject published in its edition of the Reports of the Supreme Court of the United States and the Lawyers Reports annotated. -

5. That four hundred and fifty (450) copies of each of said volumes shall be published and delivered to the Secretary of State within sixty (60) days after the complete manuscript thereof shall be delivered by the Reporter of the Supreme Court to said party of the second part.

6. That within fifty (50) days after the Reporter shall have delivered to the party of the second part, copy of a sufficient number of cases for any one volume, page proof of

the same shall be furnished to the Reporter and within fifty (50) days after the Reporter shall have delivered to the party of the second part, copy for the index and table of cases and statutes of any one volume, page proof of the same shall be furnished to the Reporter, 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, and the decision of the Chief Justice shall be final.

7. 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 his default thereunder, 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.

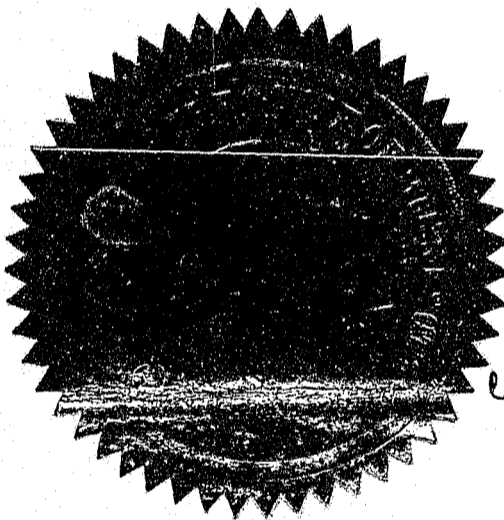
In consideration of the covenants and agreements of said party of the second part and the performance of the same by said party, the party of the first part agrees that of each volume of said Reports so published by said party of the second part it will take at least four hundred and fifty (450) copies, and it will pay the party of the second part therefor the sum of One Dollar (\$1.00) per copy. That it will take and receive said copies as soon as delivered by said party of the second part, which delivery is to be made within the time hereinbefore limited.

IN WITNESS WHEREOF the parties hereto have signed this contract in duplicate, the party of the first part by Julius A. Schmahl, Secretary of State, and the party of the second part by C. C. Wade, its duly authorized agent.

Witnessed by:
James A. Weston
Samuel L. Lemon

Julius A. Schmahl
Secretary of State,
The Lawyers Co-op. Pub. Co.
by *C. C. Wade* agt.

The Lawyers Co-op. Publishing Co.
By-



Witnessed by
William B. Hale
William H. Briggs
William B. Hale Pres.
Wm H. Briggs

State of New York,)
County of Monroe,) SS
City of Rochester,)

On this first day of November, 1909, before me, the subscriber, personally appeared William B. Hale, President, and William H. Briggs, Treasurer, of the Lawyers Co-op. Pub. Co., and they severally duly acknowledged to me that they executed the above instrument for and on behalf of said Company, and being by me duly sworn, each for himself says; Mr. Hale, that he is the president, and Mr. Briggs that he is the Treasurer of said Company; that they each reside in the City of Rochester, N.Y. and know the Corporate Seal of said Company; that the Seal affixed to said instrument is such Corporate Seal, and that it was affixed thereto by order of the Board of Directors of said Company, and that they subscribed their names to the above document by virtue of a like order.

Wm H. Briggs
Notary Public
Commission expires March 30, 1911.