

Minneapolis, Minnesota

May 15, 1919

Hon. Julius A. Schmahl,  
Secretary of State,  
St. Paul, Minn.

We hereby agree to the cancellation and annulment of  
contract dated July 6th, 1915, by Bronson West, Welles Eastman and  
Richardson Phelps with the State of Minnesota, for the publication  
of the Minnesota Supreme Court Reports.

Welles Eastman  
by Antoine S. P. P. Attorney  
Bronson West

Richardson Phelps

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STATE OF MINNESOTA  
DEPARTMENT OF STATE  
Filed in the office of Secretary of State  
this

MAY 19 1919

*Julius A. Schuch*  
Secretary of State

THIS AGREEMENT made and entered into this 6th day of July, 1915, by and between JULIUS A. SCHMAHL, Secretary of State, on behalf of the State of Minnesota, party of the first part, and BRONSON WEST, WELLES EASTMAN and RICHARDSON PHELPS, co-partners under the name of KEEFE-DAVIDSON COMPANY, party of the second part, WITNESSETH:--

WHEREAS the said Julius A. Schmahl, Secretary of State was authorized by an Act of the Legislature, known as, and being Chapter 250, of the Session Laws of the State of Minnesota, for 1915, to enter into a contract on behalf of the State of Minnesota, for the exclusive right of the printing and publication of the Supreme Court Reports of the State of Minnesota;

AND WHEREAS the said Secretary of State has by said authorization solicited bids for the printing and publication of said Supreme Court Reports;

AND WHEREAS the said Secretary of State has accepted and approved the bid of KEEFE-DAVIDSON COMPANY for the printing and publication of said Reports;

NOW, THEREFORE, IN CONSIDERATION of the premises, and of the benefits to be derived from the execution of said 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 Minnesota Reports, for the term of six (6) years from and after October 1st, 1915, and so print and publish said Reports in all respects as required by the terms of said Chapter 250 of the Session Laws of Minnesota, for 1915, which law is hereby recognized and adopted as part of this contract.

2). That the said Keefe-Davidson Company hereby further agrees to publish and sell said Minnesota Reports for the sum of ninety (90) cents per volume at its office in Minneapolis, and at the sum or price of One and 25/100 (\$1.25) 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 Minneapolis, Minnesota, in quantities of one or more copies at any one time, and upon reasonable notice of not less than ten days, for the price agreed upon in said contract.

3). That Keefe-Davidson Company will stereotype the said Reports and at all times keep the same on sale in the State of Minnesota at the contract price, as above specified, and furnish the State any number of additional copies that may thereafter be required at said contract price, and that the copyright of such Reports so 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 publication and sale of such volumes so long as they shall comply in all respects with the requirements of this Act, in respect to the character, sale and price of such volumes.

4). That four hundred and fifty (450) copies of each of said volumes shall be published and delivered to the Secretary of State within sixty 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 said State of Minnesota, at the above men-

tioned rate of ninety (90) cents per volume.

5). 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 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, 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.

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 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 as above provided, it will pay the party of the second part therefor, the sum of ninety (90) cents 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 executed 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 its members.

IN PRESENCE OF:

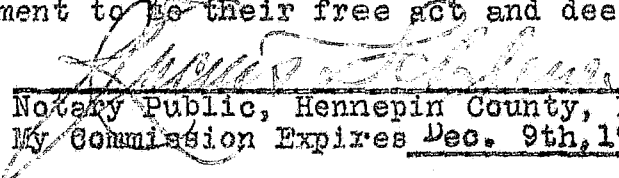
Charles A. Keene State of Minnesota  
BY  
E. D. Barenfeld Julius A. Schmahl  
Secretary of State

James P. Keene  
Wm. H. Wood  
John H. ...

KEEFE-DAVIDSON COMPANY  
BY Brown Witt  
Walter ...  
Richardson ...

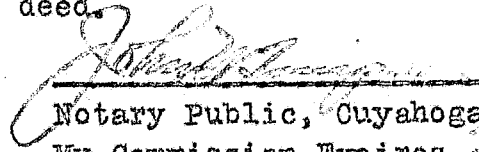
STATE OF MINNESOTA )  
COUNTY OF HENNEPIN ) SS.

On this 6th day of July,  
1915, before me a Notary Public within and for said County,  
personally appeared Bronson West, Welles Eastman, to me  
personally known to be the same persons named in and who  
executed the foregoing instrument, and they each duly  
acknowledged said instrument to be their free act and deed.

  
Notary Public, Hennepin County, Minnesota  
My Commission Expires Dec. 9th, 1921.

STATE OF OHIO )  
COUNTY OF CUYAHOGA ) SS.

On this 6 day of July, 1915,  
before me a Notary Public within and for said County,  
personally appeared Richardson Phelps to me personally known  
to be the same person named in and who executed the foregoing  
instrument, and that he duly acknowledged the said instrument  
to be his free act and deed.

  
Notary Public, Cuyahoga County, Ohio  
My Commission Expires March 1st - 1917

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54-Certificate of Acknowledgment

WALTER B. BOOTH & SON, TOWNSHIP AND LEGAL BLANK PUBLISHERS, MIN.

State of *Montana*  
*Minnesota*,

County of *Sheridan* } ss.

On this *9th* day of *August* 191*5*, before me, a *notary public*, *[Signature]*  
within and for said County, personally appeared *Walter Eastman*

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that  
he executed the same as *his* free act and deed.

*[Signature]*  
*Notary Public*  
*State of Montana*  
*My Commission Expires*  
*May 9th 1916*



754-Certificate of Acknowledgment

WALTER B. BOOTH & SON, TOWNSHIP AND LEGAL BLANK PUBLISHERS, MINN.

State of Minnesota,  
County of Hennepin } ss.

On this 13 day of August 1915, before me, a Notary Public  
within and for said County, personally appeared

Richardson Phelps

to me known to be the person, described in and who executed the foregoing instrument, and acknowledged that  
he executed the same as his free act and deed.

Clara Edschwartz  
Notary Public, Hennepin Co,  
Minn.  
My commission expires  
June 29, 1921.