

COUNTY OF..... } ss.:

On the... day of... 19... before me personally appeared... to me known to be the person described in and who executed the foregoing instrument, and... acknowledged that... executed the same as... free act and deed,

Notary Public..... County.

My commission expires.....

Individual Acknowledgment

STATE OF... Minnesota... } ss.:
COUNTY OF... Hennepin.....

On this... second... day of... August... 19... 15 before me personally appeared... Bronson West... to me known to be one of the firm of... KEEFE - DAVIDSON COMPANY... described in and who executed the foregoing instrument, and acknowledged that he executed the same as the act and deed of said firm.

Bronson West
Notary Public..... Hennepin..... County.

My commission expires... Oct. 25th, 1919.

Firm Acknowledgment

STATE OF..... } ss.:
COUNTY OF.....

On the... day of... 19..., before me appeared... to me personally known, who, being by me duly sworn, did say that... the... President... the corporation described in and which executed the above instrument; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and said... acknowledged said instrument to be the free act and deed of said corporation.

Notary Public..... County.

My commission expires.....

STATE OF..... } ss.:
COUNTY OF.....

On this... second... day of... August... A. D. 19... 15, before me personally appeared... A. E. ADAMS... and... J. G. LEWIS... to me personally known, who, being by me each duly sworn, did say on oath: That they are the Resident Vice President and the Resident Assistant Secretary, respectively, of the American Surety Company of New York, the corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said... A. E. ADAMS... and said... J. G. LEWIS... each acknowledged the said instrument to be the free act and deed of said corporation.

R. Woodbury
Notary Public..... County.

My commission expires.....

2671

Approved as to form and execution this
16th day of August 1915

Lyndon A. Smith
Attorney General

By John S. McChesney
Assistant Attorney General

BRONSON WEST, President

RICHARDSON PHELPS, Vice Pres & Treas.

WELL ASTMAN, Secretary

KEEFE-DAVIDSON COMPANY

PUBLISHERS OF PROFESSIONAL SERVICE
BRIEFING BUREAU

LAW BOOK PUBLISHERS & DEALERS
GENERAL OFFICES McKNIGHT BLDG.

MINNEAPOLIS, MINN. Aug. 13, 1915.



Attorney General's Office,
Saint Paul, Minnesota.

7662
RECEIVED
AUG 17 1915
Gen. Comm. Office

Dear Sir:- Attention Judge Hilton.

Enclosed herewith please find a bond which the
writer is sure is correct in every detail as we have taken
great pains to avoid mistakes previously made.

After you have O.K'd this, will you be kind
enough to turn it over to the Secretary of State for us
and oblige.

Yours truly,

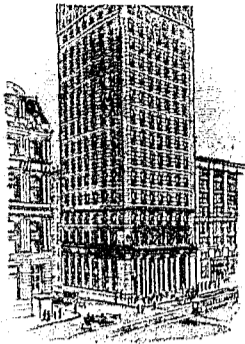
EW:AS

KEEFE-DAVIDSON COMPANY

Bronson West Pres

2671

1450
See 141
check 250 Dec 1915



COMPANY'S OFFICE BUILDING
100 BROADWAY NEW YORK.

American Surety Company

OF NEW YORK.

CAPITAL AND SURPLUS OVER \$6,000,000.

KNOW ALL MEN BY THESE PRESENTS, That we, Bronson West, Welles Eastman and Richardson Phelps, Co-partners, doing business as KEEFE - DAVIDSON COMPANY, of Minneapolis, Minnesota, as Principal, and AMERICAN SURETY COMPANY OF NEW YORK, a corporation of the State of New York, authorized to do business in the State of Minnesota, as Surety, are held and firmly bound unto the STATE OF MINNESOTA, in the penal sum of FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS, lawful money of the United States, for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

Sealed with our seals and dated this second day of August, A. D. 1915.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, WHEREAS, Said Keefe - Davidson Company, a Co-partnership, has entered into a written contract with the State of Minnesota, for the publication of the Reports of the Supreme Court of the State of Minnesota, according to the provisions of Chapter 250 of the Session Laws of Minnesota, for 1915, which contract is dated July sixth, 1915, and a copy of the same is attached hereto and made a part hereof; and

WHEREAS, In said law and said contract it is provided that said Reports, and the printing and publication thereof shall conform to the following specifications:

First- That the size of the volumes, the character and quality of the paper used therein, and the binding and the general mechanical execution thereof shall conform to the requirements for the printing and publication of said reports provided by Section 139, General Statutes of Minnesota for 1913.

Second- That the number of copies provided for by law shall be published, and delivered to the Secretary of State within sixty days after the completed manuscript thereof shall be delivered by the reporter of said Court to said contracting party.

Third- That at the time said party to whom said contract shall be awarded shall deliver said copies of said report to said Secretary of State, free of charge, a true and correct paper matrix of said report, to be preserved by said Secretary of State as part of the records of his office.

Fourth- That the party to whom said contract shall be awarded, shall agree to publish and sell the same at the place of publication within the State, and at all times keep the same on sale at such place of publication 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, and when delivered elsewhere in the State, not to exceed the sum of one dollar and twenty-five cents (\$1.25) per volume, and shall agree to stereotype the same 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 such contract

price, the copyright of all reports published under said contract vesting in the Secretary of State for the benefit of the people of this State; provided, however, that nothing herein contained shall be construed as to prevent the contractors by whom any such volume is published, 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 volume.

NOW, THEREFORE, If said Keefe - Davidson Company shall in all respects comply with the terms, conditions and obligations of said contract, and said law, then this obligation shall be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals this second day of August, A. D. 1916.

In the Presence of:-

<u>Harry L. Shultz</u>	} as to signatures of West.
<u>Robert E. Hall</u>	
<u>Charles H. [unclear]</u>	} as to signatures of Eastman
<u>Alfred G. [unclear]</u>	
<u>Charles R. Park</u>	} as to signature of Phelps
<u>C. E. Schwartz</u>	
<u>Alfred M. Wood</u>	
<u>Edmund P. Gib</u>	

Bronson West

Walter Eastman

Richardson Phelps
Co-partners doing
business as KEEFE -
DAVIDSON COMPANY

AMERICAN SURETY COMPANY OF NEW YORK

By [Signature]
RESIDENT VICE PRESIDENT

Attest [Signature]
RESIDENT ASSISTANT SECRETARY

THIS AGREEMENT MADE and entered into this 6th day of July, 1915, by and between JULIUS A. SCHMALL, Secretary of State, on behalf of the State of Minnesota, party of the first part, and BRONSON WEST, WILLIS EASTMAN and RICHARDSON PHELPS, co-partners under the name of KEEFE-DAVIDSON COMPANY, party of the Second part, WITNESSE TH:-

WHEREAS the said Julius A. Schmall, Secretary of State was authorized by and 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 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 mentioned 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 they, 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.

INCONSIDERATION 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:

CHESTER A. EKLUND

E. D. BARENSFELD

J. LUCIUS SCHLENER

ALFRED M. WOLD

JOHN W. SIMPSON

STATE OF MINNESOTA

BY

(SEAL)

JULIUS A. SCHMAHL
Secretary of State.

KILBEE-DIX VIDSON COMPANY

By Bronson West

Welles Eastman

RICHARDSON PHELPS

STATE OF MINNESOTA }
 } SS.
COUNTY OF HENNEPIN }

On this 6th day of July, 1915, before me a Notary Public within and for said County, personally appeared Bronson West, and 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.

J. LUCIUS SCHLENER

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

(SEAL)

STATE OF OHIO }
 } SS.
COUNTY OF CUYAHOGA }

On this 10th 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 in and who executed the foregoing instrument, and that he duly acknowledged the said instrument to be his free act and deed.

JOHN W. SIMPSON
Notary Public, Cuyahoga County, Ohio.
My Commission Expires March 1, 1917.

(SEAL)