

STATE OF MINNESOTA
DEPARTMENT OF BANKING

IN THE MATTER of the
Liquidation of the
State Bank of Gibbon,
Gibbon, Minnesota.

STATE OF MINNESOTA }
COUNTY OF RAMSEY } SS

I, J. P. Duce, Superintendent of Banks of the
State of Minnesota, do hereby appoint

THOS. J. KRETSCHE

Special Deputy Examiner, as my agent to assist me
in the duty of the liquidation and distribution of
the assets of the State Bank of Gibbon, Gibbon,
Minnesota.

His duties will be such as are usually performed
by the person in charge of the winding up of the affairs
of an insolvent bank, and also such duties as may be
assigned to him from time to time by the Superintendent
of Banks, and his general duties also may be defined and
limited from time to time by the Superintendent of Banks.

Witness my hand and seal
this 24th day of September,
1931, at my office in the
City of St. Paul, Minnesota.


Superintendent of Banks

STATE OF MINNESOTA SS
COUNTY OF RAMSEY

I hereby certify that the foregoing is a true, full and
correct copy of the original appointment of Thos. J. Kretsch, as
Special Deputy Examiner, which is on file in my office.

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Memorandum of agreement made this fifteenth day of September, 1931, between the state of Minnesota, hereinafter called the state, and LaVallee Law Book Company, a corporation, hereinafter called the company,

Witnesseth:- That the secretary of state in accordance with the provisions of chapter 509, Laws 1931, has solicited bids for the printing and publishing of the reports of the decisions of the supreme court of Minnesota, commonly known and called Supreme Court Reports, including the furnishing to the state of a number of copies thereof now required by law, for a period of six years from and after October 1, 1931, and the company, in response to the advertisement for such bids, has submitted its proposal for the printing, publication and delivery of said reports during said period in accordance with the statute and specifications based thereon on file in the office of the secretary of state and its said proposal has been accepted as the lowest responsible bid therefor,

Now, therefore, in consideration of the premises the company hereby agrees with the state that it will at once enter upon the performance of said contract and will fully perform the same in accordance with said specifications, advertisement for bids and proposal and in strict conformity to the requirements of the statutes of the state. The following points in the contract are set down here by way of emphasis and convenient reference, but the circumstance that other provisions of the contract and further requirements of the statute are not herein recited shall not be deemed a waiver thereof but all such conditions shall be performed notwithstanding that they are not specifically recited herein.

1. The company agrees to print and publish the reports of the supreme court of the state, known as the Minnesota

Reports for the term of six years from and after October 1, 1931, and so print and publish said reports in all respects as required by the terms of chapter 509, Laws 1931, which is hereby referred to and incorporated herein as a part of the agreement.

2. The company further agrees to stereotype and at all times to keep these reports on sale at its place of publication in the city of St. Paul and that it will sell and deliver said reports at its said place of publication to any person wishing to purchase them at a price not exceeding two dollars and seventy five cents per bound volume when there delivered, and at a price not to exceed three dollars and ten cents per volume when delivered elsewhere in the state of Minnesota, but will not be obligated to sell at these prices more than one copy to any one purchaser.

3. The company further agrees in conformity to the statute that it will publish and deliver to the secretary of state, at the Capitol at St. Paul within sixty days after the complete manuscript thereof shall be delivered by the reporter of the court to it, four hundred and fifty copies of each volume of these reports, as required by law to be so published and delivered, and the state will pay therefor in the usual course two dollars and seventy five cents per volume. The company at all times shall keep on hand and furnish to the state such additional copies of the reports as may be required for delivery to state and county officers at the contract price herein specified.

4. The company agrees that it will take the necessary proceedings to secure a copyright to the secretary of state of Minnesota in trust for the benefit of the people of the state of all the reports which it shall publish under this contract, but the company shall have the right to continue the publication and sale, at the prices herein specified, of such volumes as it

publishes under the terms of this contract, so long as it shall comply in all respects with this contract and the now existing laws of the state in respect to the sale and price of such volumes, within the state of Minnesota.

5. The company further agrees that it will annotate each volume of said reports with the United States and the Lawyers Reports Annotated citations, without additional charge therefor and under the direction of the supreme court it will print in connection with each point decided a reference to the notes on the same subject published in the reports of the decisions of the Supreme Court of the United States and the decisions published in the Lawyers Reports Annotated.

6. The company further agrees that within forty days after the reporter shall have delivered to it enough copy to fill two hundred pages, and within thirty five days after the reporter shall have delivered to it copy of the index of any volume or of the tables of cases to go into any volume, the company will deliver to the reporter page proof of the copy so delivered, 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; but in case of any dispute between the reporter and the company as to the construction of this paragraph, or whether such delay is excused because due to strikes or the elements, or as to the computation of time of delivery, such dispute and controversy shall be submitted to the chief justice of the supreme court and his decision thereon shall be final. The copy furnished by the reporter shall be definite and legible, and the company will furnish the reporter such reasonable numbers of galley, page and plate proof as may be necessary for use in the reporter's office.

7. It is further expressly agreed between the parties that if the company shall fail to comply with the terms of this contract for the period of sixty days after written notice from the secretary of state that it is in default thereunder, then and in such case, the secretary of state, with the consent and approval of the chief justice of the supreme court of the state, may cause the work still remaining incompleted under this agreement to be done by other persons and the increased expense thereof, including such increased price per volume of the cost of such reports over and above the amount agreed upon to be paid per volume therefor under this agreement, shall be paid by the company to the state as damages for the breach of this contract.

8. It is agreed upon the part of the state that it will purchase and pay the company for at least four hundred and fifty copies of each numbered volume of reports published by the company in accordance with the provisions of this agreement, such deliveries to be made and accepted upon the publication of such volumes within the time herein specified.

In witness whereof, the state has caused this memorandum to be signed by its secretary of state in its behalf and the company has caused it to be signed in its behalf by its ^{VICE} president and ~~secretary~~ ^{secretary} and its corporate seal to be hereunto affixed the day and year first above written.

In presence of:

J. P. Beatty
W. N. Brown

In presence of:

Mary H. Smith
J. L. Starn

THE STATE OF MINNESOTA

By W. M. McLean
Secretary of State.

LA VALLEE LAW BOOK COMPANY,

By Julius A. Schmitt
VICE President.

By W. D. Spangler
Treasurer.
Secretary

STATE OF MINNESOTA, }
COUNTY OF RAMSEY, } ss.

On this 17th day of September, 1931, before me came
~~Paul A. LaVallee~~ and Julius A. Schmahl, each to me personally
^{and W. D. SPANGLER}
known, who being by me duly sworn doth say that he, the said
~~Paul A. LaVallee~~, is the ^{VICE} president, and the said ~~Julius A.~~ ^{W. D. SPANGLER}
~~Schmahl~~ is the ^{secretary} ~~treasurer~~ of the LaVallee Law Book Company, a cor-
poration; that the seal affixed to the foregoing instrument is the
corporate seal of said corporation; that said instrument was signed
by them in behalf of said corporation and its seal so affixed
thereto by authority of its board of directors and the said Paul
~~A. LaVallee~~ and the said ~~Julius A. Schmahl~~, ^{and the said W. D. SPANGLER} acknowledged that they
executed said instrument as the free act and deed of said corpora-
tion.


Notary Public for Ramsey Co., Minn.

My commission expires _____

County, Minnesota
July 5th, 1932

KNOW ALL MEN BY THESE PRESENTS, That we, the LaVallee Law Book Company, a corporation, organized under the laws of the state of Minnesota, as principal, and the National Surety Company, a corporation, duly authorized to act as sole surety upon all bonds required under any law of the state of Minnesota, as surety, are held and firmly bound unto the state of Minnesota in the sum of five thousand (\$5000.00) dollars for the payment of which well and truly to be made we bind ourselves and our respective successors jointly and severally firmly by these presents.

Sealed with our seals and dated this fifteenth day of September, 1931.

The condition of this obligation is such that whereas the above named principal has under even date herewith entered into a contract with the state of Minnesota for the publication of the decisions of the supreme court of the state, commonly called the Minnesota Reports, which contract is expressed in writing, a copy of which is hereto annexed and the validity of which contract in all respects is hereby affirmed,

NOW, THEREFORE, if the said principal shall well and faithfully and in all respects perform said contract as therein provided, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

LA VALLEE LAW BOOK COMPANY.

By Julius Schwell
VICE-President.

By W.D. Spangler
Secretary. ~~President.~~

THE NATIONAL SURETY COMPANY

By L.A. Green
Its Attorney in Fact.

In presence of:

W. Sturme
Mary M. Smith

(Corporate Seal)

In presence of:

G. Johnson
M. J. ...

(Corporate Seal)

STATE OF MINNESOTA, }
COUNTY OF RAMSEY } SS

On this 15th day of September A. D. 1920, before me appeared L. A. Green, to me personally known, who being by me duly sworn, did say that he is the attorney-in-fact of the National Surety Company, the corporation described in and who executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said L. A. Green, acknowledged said instrument to be free act and deed of said corporation.

G. Johnson
G. E. Johnson, Notary Public, Ramsey County, Minnesota

My Commission Expires Sept. 20, 1924.