

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of October, 1903, by and between the State of Minnesota, party of the first part, by Peter E. Hanson, Secretary of State, on behalf of the same, and Frank P. Dufresne of St. Paul, Minnesota, party of the second part, WITNESSETH:

WHEREAS the legislature of the State of Minnesota did pass an act known as Chapter One Hundred Twenty-nine of the Laws of 1903, and entitled "An act to authorize the Secretary of State to enter into a contract on behalf of the State of Minnesota for the printing and publishing of the Supreme Court Reports", and

WHEREAS said secretary has solicited bids and is ready to enter into a contract for said printing and publishing with said party of the second part who is ready and willing to enter into said contract.

NOW, THEREFORE, in consideration of the premises and of the execution of this contract, said party of the second part hereby covenants and agrees with said party of the first part:

1. To print, stereotype, bind and publish the Reports of the Supreme Court of the State of Minnesota, commonly known as the Minnesota Reports, for the term of six years from March 4 1903, and furnish the same to the State of Minnesota for the sum of One Dollar (\$1.00) per volume, in the number required by law.

2. That each of said volumes shall contain not less than Six Hundred (600) pages, shall be stereotyped, printed and bound in a good substantial manner and form, of good material for law books, the width of the printed page shall be four and one-fourth inches or twenty-six (26) ems Pica, and in all other respects shall be the same style and quality as Volume Twenty-five of the Minnesota Reports, to be approved by the supreme court judges or a majority of them, and the size of the volumes, the character and

quality of the paper used therein and the binding and mechanical execution thereof shall conform to the requirements contained in Section 2281 of Chapter 27 of the Statutes of Minnesota for 1894.

3. That Four Hundred Twenty-five 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 said court to said contracting party; provided, however, that such time that said Reporter shall retain the proof of any one volume after the same shall have been submitted to him for revision shall not be computed as a part of said sixty days.

4. That at the time said contracting party shall deliver said copies of said volume to said Secretary of State, said contracting party shall deliver to said Secretary of State, free of charge, a true and correct paper matrix of said volume, to be preserved by said Secretary of State as part of the records of his office.

5. That said party of the second part shall at all times keep the volumes so published by him on sale at the City of St. Paul in said State of Minnesota, and sell the same to the general public for the uniform price of One Dollar (\$1.00) per volume. That said party of the second part shall furnish said state any number of additional copies that may be hereafter required at said contract price, the copyright of all reports published under this contract to vest in the Secretary of State for the time being for the benefit of the people of this state; provided, however, that nothing herein contained shall be so construed as to prevent said party of the second part, his representatives or assigns, from continuing the publication and sale of such volumes, so long as he shall comply in all respects with the requirements of this act.

6. That said volumes shall be printed and published within the State of Minnesota.

7. That within fifty 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 days after the Reporter shall have delivered to the party of the second part "copy" for the Index and Tables 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, or the illness of the party of the second part or the foreman of the printing establishment, shall not be deemed or computed as a part of said fifty (50) days. 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 for the time being shall be final.

8. 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 above to be paid per volume shall be payable by said party of the second part to 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 Twenty-five (425) 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.

IT IS FURTHER MUTUALLY AGREED between the parties hereto that all of the provisions of statute applicable to this contract, are to be deemed and held to be a part of this contract the same as if fully recited herein.

IN WITNESS WHEREOF the parties hereto have signed this contract in duplicate, the party of the first part by Peter E. Hanson, Secretary of State, and the party of the second part by said Frank P. Dufresne, in person.

In Presence of

THE STATE OF MINNESOTA

*J. B. Lomen*  
*J. B. Swanson*

*Asst. Sec. of State*  
*P. E. Hanson*  
By

*Peter E. Hanson*  
Secretary of State.

*Frank P. Dufresne*