Insert after Paragraph 41.

The approval of the party of the first part shall be limited to 68 or better as a selling piece of the rifles.

If the rifles are to be manufactured elsewhere the royalty is $1 per rifle or better.

If the patent rights are sold outright for any one country, the price to be agreed upon by both parties to this contract.

In the event of such disagreement as to the price, upon which the rights are to be sold to any country of the negotiations of the party of the second part shall therefore fail, should the party of the first part subsequently effect the sale of the rights to such country or countries for the same amount or for less then the party of the second part shall receive 50% of the sum when so received in the same manner as the party of the second part had negotiated the sale of the said rights.
Memorandum of agreement by and between the STANDARD ARMS COMPANY of the city of WILMINGTON, DELAWARE, party of the first part and the SUBTARGET COMPANY, party of the second part.

Witnesseth that in the consideration of the sum of One Dollar ($1.00), each to the other paid, the receipt whereof is hereby acknowledged.

I. The party of the first part grants to the party of the second part sole right to negotiate the sale of certain military rifles, (being such automatic and semi-automatic shoulder arms designed expressly for military service and constructed under patents together with improvements thereon, which now are or may become the property of the party of the first part, but not including other rifles such as the sporting rifles at present being manufactured by the party of the first part,) parts, designs and patent rights and manufacturing privileges concerning the same for all territory outside of the United States, its territories and dependencies.

II. Any sale negotiated by the party of the second part as authorized in paragraph one will only become binding upon the approval of the party of the first part.

III. The party of the first part agrees to pay the party of the second part as a further consideration for the services rendered by the party of the second part one-half of the gross sum when and as paid on account of sales of said patent rights, designs and manufacturing privileges and twenty percent (20%) of the gross amount received from the sale of military rifles, and parts of same, when paid for the same.

IV. The party of the first part agrees that they will aid any negotiations by exhibiting its works at WILMINGTON and such models and drawings as it may have of the aforesaid military rifle.

V. The party of the second part in consideration of the above covenants agrees to undertake the sale of the above des-
scribed rifles, patents and manufacturing rights in a diligent manner and will not undertake during the life of this contract the sale of any other automatic or semi-automatic military rifles, or the designs, patents or the rights to manufacture the same.

VI. The party of the second part agrees to pay all travelling and other expenses incident to the above mentioned sale of rifles, patents and rights to manufacture.

VII. The party of the second part herewith irrevocably appoints the party of the first part its agent to sell the above mentioned rifles, parts, patents and rights to manufacture the same in the countries of Canada, Mexico and England until such time as the party of the first part shall receive One Hundred Thousand Dollars ($100,000.00) cash on account of sales made through the party of the second part, and agrees to waive all claim to the money consideration received from such sales previous to such time.

VIII. Should the party of the second part effect the sale of the rights to manufacture military rifles to the Chinese government or the government of any of the Provinces of China, (the sale being approved by the party of the first part), and further, should the party of the second part effect the sale of rifles to China or the aforesaid province, thereof, pending manufacture of the said rifles in the aforesaid country or province the party of the first part herewith agrees that they will deliver as a part of the said order of rifles ten-thousand (10,000) per annum in each of two (2) years beginning twelve (12) months after the receipt of the formal order from the aforesaid country or province, (which order will be in form obligating the aforesaid country or province to pay on the receipt of Bill of Lading covering shipment of the goods) at the price agreed on with the party of the first part. It is expressly agreed by both parties hereto that the amount of damages which failure of the party of the first part may cause to the purchaser of the aforesaid rifles shall be limited to an amount
of One Thousand Dollars ($1,000.00) per month delay in fulfilling the deliveries required and that a transportation company's receipt for the rifles previous to the date of deliveries required shall constitute proof that deliveries have been made.

IX. The lifetime of this agreement shall be five (5) years with privilege of party of the second part to renew the same for an additional period of ten (10) years on condition that the party of the second part be so successful in negotiations as will net the party of the first part One Hundred Thousand Dollars ($100,000.00) from the sale of rifles, patents or manufacturing rights during the first five (5) years. This contract may be cancelled at any time by the party of the first part, if it be dissatisfied with the progress of the negotiations, upon four (4) months notice to the party of the second part.

IN WITNESS WHEREOF, the said STANDARD ARMS COMPANY, party of the first part, hath caused these presents to be signed and its corporate seal to be affixed hereto by ____________________________, and the said ____________________________, party of the second part, hath likewise caused these presents to be signed and its corporate seal to be affixed by ____________________________.
My dear Major:

1—By the papers I see that the Chinese Prince stated in Washington that his trip had nothing to do with business or military naval matters. That his brother who would come over next year would have these matters in charge.

This corresponds with what Audlong wrote to us and with Robinson’s statements but does not furnish any reason why it should not get near shipment if we can. It would be well for you to write at once to Robinson to connect with it on its arrival in London.

At the same time notify him that Willard Straight left China yesterday for St. Petersburg London etc. & that it should be seen on his arrival there in London by Robinson.

Yours very truly,

E. Cramp.
My dear Major,

Had a long & satisfactory conversation with Graham yesterday afternoon & he confirmed my impressions as to the letter of the 14th from R. E. B. & endorsed my letter of the 26th.

The reply to the latter letter places the business in satisfactory shape for us to go ahead.

The first thing that we are to do is to make such modifications in the S. A. Co. Rifle Contract that we will have to go ahead immediately afterwards on that line. I have arranged that we should see Buell tomorrow Monday & having R. E. B.'s suggestions with us we should quickly frame a satisfactory document.

In order to facilitate your negotiations with Chinese officials, I have made arrangements that Graham should be introduced into the scheme as your counsel if at any time in your judgment it becomes necessary.

However that part we can take up & thresh out as soon as we have a good contract drawn up.

Do not forget the importance of the letter about the letter relating to the desire of the Chinese Chief to see a sample of the automatic rifle. This part will serve as to keep open another year waiting for next year's Camp of Communications imperial - call me up on receipt of this.

Yours very truly,

E. S. Cramp
May 3, 1910.

Mr. Edwin S. Crump,
127 East 61st Street,
New York City.

Dear Sir:—

Thank you for your letter of the 30th with enclosure, which is most interesting. We, however, have, up to date, sold our gun to the English Government through Messrs. Vickers Sons, but will be glad to take the matter up with Messrs. Webley & Scott should the opportunity present itself.

I am returning you a copy of the letter which you requested.

Yours very truly,

[Signature]

[Enclos.]

Irene du Pont
Wilmingf10, Delaware
Major H. C. Wilson,

# 1 Madison Avenue,

New York.

Dear Sir:-

I am returning herewith your outline of contract handed me this afternoon and wish to call attention to certain provisions which you have included which are not looked upon favorably by us and certain other omissions, specifically:

Paragraph 2, authorization to sell at $18.00 of which you are to receive $3.00, the price even without the commission would be unsatisfactory.

Paragraph 4, although we would be willing to furnish a reasonable quantity of rifles, parts, etc., we would not bind ourselves to furnish the indefinite number indicated.

Paragraph 7, the territory consisting of Canada, Mexico and England cannot be surrendered to you until the Standard Arms Company have received $100,000 on account of sale through you of patent rights, in other words sales of arms which yield a narrow margin should not be included, besides which a certain leeway on time should be allowed so that negotiations which we might have under way may be wound up before relinquishing the territory.

Referring to Paragraph 10, bona-fide negotiated contracts are insufficient cause for an extension of the agreement, actual cash returns should be required, besides which you have.
omitted the arrangement we agreed on by which either party could terminate the agreement on four months notice. This is essential in case we become dissatisfied with your progress or your became dissatisfied with our arm.

Will you therefore kindly revise the form of contract submitted or if you desire we will make a revision and forward it to you in which case if satisfactory I will present the same to our Board for action.

Yours very truly,

(signed) Irène du Pont.
will take up matter of coal here when I see you.
Due to be with the
family tomorrow Am.
until they said, and will
phone your house about
a two o’clock.

Yours,
H. A. Plowman

THE PLAZA
NEW YORK 5/4/10.

Dear Mr. Grant:
I have just arrived
after a most successful
trip to Wilmington.
We had two very busy
hours at the House and
the demonstrations were
highly satisfactory, arousing
both Colonels Gas and Sien

to enthusiastic interest.

Ann writing Robinson
a brief explanatory report
of the situation, to go on
To-morrow’s boat, and
NEW YORK,
May 6th, 1910.

Mr. Robert E. Budlong,
216 High Street,
Boston, Mass.

My dear Mr. Budlong:

In accordance with arrangements with Lord Li, accompanied by Col. Yao, Chief of the Fifth Section of the General Staff, Imperial Chinese Army, and Head of the Bureau of Security and Information, and Col. Tien of the Imperial Guard, and a member of the Prince's Staff, I spent Wednesday at the Standard Arms Company's Works at Wilmington where we had a highly successful demonstration and series of tests of the new military automatic rifle that aroused the enthusiasm of the two Chinese Officers. Contrary to our general expectations, this whole matter developed into one of considerable importance in that the Prince himself directed that these two Officers secure all possible information concerning the rifle, and prepare a confidential official report for the use of himself and the new Minister of War. Upon our return, the Prince, Lord Li, the two Colonels and myself had a conference whereat it was determined that this tour of inspection should be regarded as the first proceeding for the consideration of the general subject of re-armament, and preliminary negotiations will be taken up with Mr. Robinson upon the arrival of the Party in London, with the idea of officially opening negotiations.

I wrote Mr. Robinson fully in the matter, and put the letter
New York.
May 6th, 1910.

R.E.B. #2.

aboard the S. S. George Washington which sailed yesterday with the Chinese Commission.

We are also cabling Mr. Robinson further information that will be of use to him upon the arrival of the Commission. The whole situation has, of course, been under the general direction of Mr. Cramp who has been in consultation with members of the Commission.

I wish you would please advise me at your earliest opportunity of Mr. Pearce's final report on the situation in Northern New York, as I expect to be in Albany the middle of next week and will make an effort to get action by General Henry, who, as you probably may know, has just been appointed Surveyor of the Port of New York, and is closing up a number of matters that have been under consideration.

Very truly yours,
Mr. Robert E. Boddington
Atlantic A.
Providence R. I.
Chinese Commission

My dear Mr. Boddington,

The result of our interviews with the Chinese Commission has been very gratifying to me.

You have been notified informally by Major Millen of the details of the matter,

All of this has just confirmed the position that I stated in my letter to you of April 26th. This mission is of so important that Chas. R. Hunt has had Captain Kellogg travel with it all the way from China. It is handing the matter business for other interests, in the matter. Business for other interests, in the

Had we not followed them up, we would have been hopelessly disturbed by him.

Captain Kellogg was perplexed at our success in obstructing such a valuable part of his project that he was dazed and tried to find out from the mayor what we were after with offers of aid. These were declined with thanks.

S. T. Co. Contract.

Enclosed you will find a copy of the Contract as amended that we forwarded to Wilmington.

This document is rapidly getting into shape.
of his objectives can be gotten around by at least one more interview.
Before that takes place & before I get Mr. Graham at work again, let me know promptly your views as to the contract as drawn up by us as we wish it to be in harmony with your best business experience.
I should have mailed it several days since but was called to Phila. before I had received my copy.

Very truly yours,

Edwin C. Banneker.
May 11, 1910.

Mr. Edwin S. Cramp,
127 East 61st St., New York, N.Y.

My dear Mr. Cramp:-

Yours of May 8th with the proposed contract enclosed, at hand. Will go over the same just as soon as I can get a chance, and advise you of my opinion in the matter.

I really think that if this contract could have been made with Mr. Robinson rather than with the Company, it would have been better, as it is his influence that will count with the Chinese and not the Company's.

I suppose the plan is to have it immediately assigned to the new company, and possibly it won't make any difference.

Yours very truly,
Sub-Target Gun Co.,

Timothy Donnelly
Treasurer.
Finally I located you in Washington D.C. Army & Navy Club to be there until Thursday or Friday & from there you were going to Wilmington.

But let me know promptly what your engagements this coming week as I must know something definitely about the S.A. Co.

You forgot to mail me the article from The Times & The Man & also the itemized account of the Chinese trip to Washington.

Yours truly

Edwin B. Crump

12 M. Monday May 16/10

Major H. C. Wilson

Army & Navy Club

Washington D.C.

My dear Major,

When you saw me last on Saturday, I understood that you were going to Wilmington today.

I tried to get an appointment with you to meet Mr. Graham Blais A. H. to that he could go over the contract as it is drawn up but was not able to locate you.

This morning Dr. Lawrence turns up with a magneto vastly improved & also wished me to get you to see it.
Dear Mr. Crown:

The two items we do not seem to be able to agree upon are paragraphs "2" and "10".

Mr. DuPont claims it is utterly impossible to arrange a scale of minimum prices, that the cost of labor, material and possible charged details will vary considerably a year, two years, etc., from 10,000, 50,000, 20,000, etc., successfully brought out; and as to TR10, DuPont absolutely insists on some such protective clause. As this P. H. I phoned Mr. Bush, explained matters to him and am now shaping his suggestions into form for presentation to DuPont tomorrow P.M.

Briefly; TR2, the words "$18.00" must be struck out, and the words "the minimum price quoted by forty 1/2 pint part in each specific lot for a consolidated contract," etc. inserted; TR10, to add a cancellation clause operating for 6 months after notice of unsatisfactory
performance by party of the second part.

I asked Bond to suggest that you be in his office about 11 A.M. tomorrow as I may wish to phone you. I am anxious to have the contract left in satisfactory shape on this trip, if it is at all possible.

Will advise you tomorrow by phone, wire, or letter; should it not be possible to phone you, I will wire you house about noon.

Sincerely,

N. L. Wilson.
provided that the forty of the first foot shall have received for the sale of
rifles, patents or manufacturing rights, either as consideration or royalties, during the first
five years at least $108,000 from all
countries.

Now

90%

Capt. R. K. V. Casey,
Rifle Underriders Division,
Wilmington, Del.
A G R E E M E N T made this day of MAY, Nineteen Hundred and Ten, between STANDARD ARMS COMPANY, a corporation of the State of Delaware, party of the first part, and SUB TARGET GUN COMPANY, a corporation of the State of Maine, party of the second part,

W I T N E S S E T H:

That, in consideration of the sum of One Dollar by each party to the other paid, the receipt whereof is hereby acknowledged, and of the mutualities of this agreement, the parties hereto covenant and agree to and with each other as follows:

FIRST.

Party of the first part gives and grants to the party of the second part, its successors and assigns, the sole right to negotiate the sale of certain military rifles (being such automatic and semi-automatic shoulder arms designed expressly for military service constructed under patents numbers) together with improvements thereon, which now are or may become the property of the party of the first part, but not including other rifles, such as the repeating rifles at present being manufactured by the party of the first part, parts, designs, patent rights and manufacturing privileges concerning the same, for all countries outside of the United States, its territories and dependencies, and hereby appoints the party of the second part, its successors and assigns, its agent and attorney in fact to negotiate the sale thereof, without power of revocation in the premises.
SECOND.

The party of the second part agrees that it will not negotiate any sale under the above grant and appointment for less than eighteen dollars ($18.00) per rifle if the sale be of manufactured rifles, or, if the sale be of the right to manufacture, for less than one dollar ($1.00) per rifle royalty; and, for all sales wherein the consideration is eighteen dollars ($18.00) or better per manufactured rifle, or royalty of one dollar or better per rifle for license to manufacture, the party of the first part hereby appoints the party of the second part its agent and attorney in fact, without power of revocation, to make, execute and deliver, in its name, any and all necessary contracts with the parties to whom such sales are negotiated.

THIRD.

Party of the first part agrees to pay the party of the second part as further consideration for the services rendered and to be rendered by the party of the second part, one-half of any and all moneys received by the party of the first part under contracts negotiated by the party of the second part for the sale of patents rights, designs and manufacturing privileges, and one-fifth of all moneys received by the party of the first part under similar contracts for the sale of manufactured rifles and parts of same.

The party of the first part shall pay the moneys due under this clause to party of the second part, as and when moneys are received by party of the first part under the said contracts, or, in the event that the said contracts provide for the payment of the consideration thereunder to the party of the second part as agent of the par-


ty of the first part, the party of the second part shall deduct their proportion of said moneys from said consideration and pay over the balance to the party of the first part. Both parties to this agreement hereby covenant and agree to give full access to their respective books and accounts for the purpose of enabling the parties hereto to determine upon the moneys due to them hereunder.

FOURTH.

Party of the first part agrees that it will aid any negotiations of the party of the second part by exhibiting its works at Wilmington, Delaware, and such models and drawings as it may have of the aforesaid military rifle and its various parts, at the request of the party of the second part; and that it will, upon demand of the party of the second part, furnish it with such rifles, parts, drawings and specifications as party of the second part may deem necessary to enable it to carry out its part of this contract.

FIFTH.

The party of the second part, in consideration of the above covenants, agrees to conduct the sale of the above described rifles, patents and manufacturing rights in a diligent manner, and agrees not to undertake during the life of this contract the sale of any other automatic or semi-automatic military rifles, or the designs, patents or rights to manufacture the same.

SIXTH.

The party of the first part will be under no expense whatever incident to the above-mentioned sales of rifles, patents and rights to manufacture except such expenses as it may be under or may incur by reason of its covenants contained in paragraph "Fourth" hereof.
SEVENTH.

The party of the second part hereby irrevocably appoints the party of the first part its agent to sell the above mentioned rifles, parts, patents and rights to manufacture the same, in the Dominion of Canada, the Republic of Mexico, and England, until such time as the monies paid under contracts negotiated by party of the second part, by the other parties to such contracts, shall aggregate the sum of one hundred thousand dollars ($100,000), and until such time the party of the second part waives all claim to any monies received from such sales in Canada, Mexico and England; and when, and as soon as, the payments as aforesaid have aggregated the sum of one hundred thousand dollars, then this appointment as to Canada, Mexico and England shall cease and determine, and the party of the second part shall thenceforth have the same rights as to Canada, Mexico and England as it has to other countries under this contract.

EIGHTH.

If the patent rights are sold outright for any one country, the price is to be agreed upon by both parties to this contract. In the event of a disagreement as to the sum or price at which the said patent rights are to be sold to any country, and by reason of such disagreement the parties of the second part shall be prevented from making such sale, party of the first part covenants and agrees that if it should subsequently effect the sale of such rights to such country for an amount equal to or less than the amount at which the party of the second part was ready and willing to sell the same, then the party of the second part shall receive fifty per cent. (50%) of the consideration received by the party of the first part on said subsequent sale, to be paid by the party of the second part when and as the same is received by the party of the first part,
and in the same manner as if the party of the second part
had negotiated the sale of the said rights itself.

NINTH.

The party of the second part covenants and agrees that in effecting the sale of military rifles to the
Chinese Government, or to the Government of any of the Provinces of China, or else, except as provided in paragraph
"Seventh" hereof, it will limit the obligation of the party
of the first part hereto in the said contracts as to the de-
delivery of rifles so that the party of the first part shall
not be obligated under all of the said contracts to a de-
 deliver y exceeding ten thousand (10,000) rifles per annum in
each of two years, beginning twelve months after the receipt
of the first formal order from the Chinese Government or
the Government of any of the Provinces of China (which or-
der will be in form obligating the purchasing party to pay
on the receipt of bills of lading covering shipment of the
rifles). And the party of the second part, in order to
limit the liability of the party of the first part as to the
delivery of manufactured rifles, covenants and agrees
that in any contract it may make it will limit the damages
which the failure of the party of the first part hereto
may cause to the purchaser of the aforesaid rifles so that
the total liability of the party of the first part for such
failures under all of the said contracts shall not exceed
one thousand dollars per month delay in fulfilling the de-
 livery required, and that a transportation company's re-
ceipt for the rifles previous to the date the delivery is
required, shall constitute proof that deliveries have been
made.
TENTH.

This agreement shall continue in full force and effect for a period of five years from the date of the execution thereof, and the party of the second part may renew the same for an additional period of ten (10) years, provided that the party of the second part shall have negotiated bona fide contracts for the sale of rifles, patents, or manufacturing rights during the first five years with an aggregate consideration of at least one hundred thousand dollars ($100,000).

ELEVENTH.

The party of the first part covenants and agrees that the party of the second part may assign and transfer its rights and liabilities under this contract, with the approval of the party of the first part, which approval shall be in writing.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their proper corporate officers, and their corporate seals to be hereunto affixed, duly attested by their proper corporate officers, the day and year first above written.

STANDARD ARMS COMPANY,
By:

Attest: ______________________ President.

Secretary.

SUB TARGET GUN COMPANY,
By:

Attest: ______________________ President.

Secretary.
Received at
624 MADISON AVE., N. Y.
TELEPHONE 3866 PLAZA.
(WHERE ANY REPLY SHOULD BE SENT)

38ny 610pm R 10
Wilmington Del May 17 10
Edwin S Cramp
127 East 61st St N Y
Believe Contract in final shape will phone on return Thursday

H C Wilson
THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED)

TRANSMITS AND DELIVERS THE WITHIN MESSAGE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

To guard against mistakes or delays, the sender of a message should order it REPEATED; that is, telegraphed back to the originating office for comparison. For this one-half the regular rate is charged in addition. It is agreed between the sender of the message written on the face hereof and the Postal Telegraph-Cable Company, that said Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any unrepeat ed message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any repeated message beyond fifty times the sum received for sending the same, unless specially insured, nor in any case for delays arising from unavoidable interruption in the working of its lines, or for errors in cipher or obscure messages. And this Company is hereby made the agent of the sender, without liability, to forward any message over the lines of any other Company when necessary to reach its destination.

Correctness in the transmission of messages to any point on the lines of the Company can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon, at the following rates, in addition to the usual charge for repeated messages, viz.: one per cent. for any distance not exceeding 1,000 miles and two per cent. for any greater distance.

No responsibility regarding messages attaches to this Company until the same are presented and accepted at one of its transmitting offices; and if a message is sent to such office by one of this Company’s messengers, he acts for that purpose as the agent of the sender.

Messages will be delivered free within the established free delivery limits of the terminal office. For delivery at a greater distance a special charge will be made to cover the cost of such delivery.

This Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED Message and is delivered by request of the sender under the conditions named above. Errors can be guarded against only by repeating a message back to the sending station for comparison.

The above terms and conditions shall be binding upon the receiver as well as the sender of this message.

No employee of this Company is authorized to vary the foregoing.

CLARENCE H. MACKAY, PRESIDENT
CHARLES C. ADAMS, SECOND VICE-PRES.
EDWARD J. NALLY, VICE-PRES. AND GENERAL MANAGER
CHARLES P. BRUCH, THIRD VICE-PRES.
From the Grand Central Station take the 10:02 Am. or the 1:02 P.M. train for New Haven, and from there either the U.S. Army boat or the commercial ferry to Fishers Island. There are two excellent hotels here, one of them, the benefactors Inn, only 900 yards from the Fort. In any event, wire me before you leave.

Sincerely,

N. Wilson

Address me:
General Staff, O.C. Fort W. G. Wright

NY.

Very dear Mr. Croxton:

I have written Mr. Wood to pay me a visit while at service practice, and see how we hit moving targets several miles out at sea.

As soon as I hear from him will advise you.

But don't let this interfere with the promised trip of yours. This island is surely one beautiful spot (on a dry day) well out at sea, almost out of sight of land, and well worth visiting.

Fort W. G. Wright

Fishers Island

Army and Navy Club of the City of New York
107 West 43rd Street

6/16/10.