

March 2, 1993

Mr. Thomas H. Berreman  
West Publishing Company  
610 Opperman Drive  
P.O. Box 64526  
St. Paul, MN 55164-0526

Dear Tom:

I understand from Steve Stromberg that MDC's acquisition of FOLIO has led to a re-evaluation of the agreement I have with West. The issue came to a head with regard to Black's Law Dictionary, which we had identified as early as August as a key portion of the "West Database" that would be part of this electronic casebook pilot program. Since the agreement was very clear about FOLIO both because of the functions it offers in a law school setting and because of the experience here in publishing with it those provisions were not lightly considered on either side. The software choice was not a light question for West because of its stake in PREMISE and MDC's interest in the FOLIO company.

I must add that Bud Shapiro's departure interrupted the schedule of performance we had agreed to in our August phone conference and that the final delivery of the casebook disks did not meet specifications about which I had been very clear. A large amount of my time and that of a student assistant was required to take what turned out to be a Wordperfect version of the page proofs and conform it to the book as printed and to insert the book's page breaks. In other words while I now have a conformed FOLIO version of the casebook, that was no simple conversion of the disks shipped in January.

The course is in full swing. Relying on West's commitments I informed my students at the start that the electronic version of the casebook would be joined by Black's Law Dictionary and other supplemental material. I have now deflated that expectation but will continue with the pilot project using my own supplemental materials.

I would like an acknowledgment from you of where this leaves us under the agreement. In particular, I would like your acknowledgment that I no longer have an obligation "to assist West ... in determining whether the Infobase, or a similar product, should be made available on a commercial basis" or to furnish "information regarding the Infobase and its use by students" to West. Taking this as a West decision not to proceed, I should also like your

acknowledgment that I and my co-authors are licensed to use the electronic version of the Casebook for commercial purposes. This will require no new delivery of a machine-readable copy of the Casebook.

Sincerely,

Peter W. Martin  
Jane M.G. Foster Professor of Law  
MARTIN@LAW.MAIL.CORNELL.EDU