

One Reilly with Francis Hanson and A.G. McKenzie

This Agreement made and entered  
into at the Town and County of Eureka and State  
of Nevada in this the twenty ninth day of September  
A.D. one thousand eight hundred and forty three  
between Con Reiley known herein as the party of  
the first part and Francis Hanson and A.G. McKenzie  
known herein as parties of the second part and  
all residents of the County and State aforesaid

Witnesseth

That whereas on the 2nd day of August A.D. 1873  
one R. H. Barnes by an instrument in writing  
did agree to sell and convey to said Francis  
Hanson three fourths  $\frac{3}{4}$  part of that certain mining  
property situated in the Eureka Mining District  
County and State aforesaid known as and called  
the "Connelly Mine" and Connely No. Two as appears by  
the records of said District for the sum of Four  
thousand and Five hundred (\$4,500) Dollars Gold Coin  
of the U.S. to be paid by the said Hanson or his  
assigns. to the said Barnes on or before the First  
day of October A.D. 1873 all of which more fully  
appears by said instrument as recorded in  
the County Recorders Office of Eureka County aforesaid  
in Book A Miscellaneous page 53. of the Records  
of said office and whereas the said Hanson did on  
the 23<sup>rd</sup> day of September A.D. 1873 for sundry and  
divers good and valuable considerations have then  
and thereupon agreed to sell assign and set over to said  
A.G. McKenzie all his said Hanson's interest in  
and to said agreement and the rights thereunder  
with the understanding now the less that the said  
Hanson was still to be equally interested with said  
McKenzie in all the rights, profits, and advantages  
arising under said agreement and by virtue thereof  
and whereas the said McKenzie and Hanson are  
unable to raise the money necessary to purchase  
the Mining ground in said agreement mentioned  
and in accordance with the terms thereof and  
have made application to said Reilly for assistance  
in relation thereto. And whereas the said Reilly is  
willing to purchase a one fourth interest of the  
said Connely Mine and Connely No. 2 for the sum  
of Two Thousand (2000) Dollars and advance the  
sum of Twenty five hundred Dollars more to be  
secured by an assignment of said agreement  
from said McKenzie to said Reilly which last  
named sum is to be repaid by said McKenzie  
and Hanson to said Reilly on or before the 29<sup>th</sup> day  
of September A.D. 1874 with interest thereon at the  
rate of 1 $\frac{1}{2}$  per cent per month till otherwise in pur-  
ance of the mutual wishes of the parties hereto.

And in accordance with the understanding aforesaid  
 the said M<sup>r</sup> McKenzie in his own name but with the  
 full knowledge, understanding and consent of the  
 said Hansen has this day assigned and set over  
 to said Reilly the said original agreement between  
 said Barnes and Hansen for the purchase and  
 transfer of the three fourths ~~of~~<sup>in</sup> interest in the said  
 Connely No. 7 as described in said original agreement  
 with full power to enforce the same. and upon the  
 execution of a Deed under and by virtue of said  
 agreement to said Reilly, or under a decree of  
 Court to retain as his interest one fourth and  
 the remaining one half to convey to said Hansen  
 and McKenzie in the manner hereinafter stated.  
 And upon the payment of the money hereinafter stated  
 and in the manner so stated and whereas the said  
 Reilly has this day purchased for the sum of Two  
 thousand (2000) Dollars from said McKenzie and Hansen  
 a one fourth interest of said mining property or the  
 right thence under said original agreement and  
 has advanced the further sum of Twenty-five hun-  
 dred (2500) Dollars to enable the said McKenzie  
 to fulfill the terms of the said agreement which  
 sum last named is to be repaid by the said  
 McKenzie and Hansen in the manner hereinafter  
 stated. And whereas there is likely to be some lit-  
 igation in relation to the enforcement of the said  
 agreement on the part of said Barnes or his assigns  
 for the reason that the said Barnes has already  
 refused to make the Deed thereon in acc-  
 ordance with the terms of said agreement although  
 the money to wit the sum of Four thousand five  
 hundred dollars has been tendered to him and whereas  
 it is the desire and the intention of the parties  
 hereto that the said tender should be kept good  
 and that the said sum of \$4500 should be de-  
 posited in the Bank of Paxton and Company at Canada  
 Nevada by the said Reilly and then kept by him  
 subject to the order of said Barnes or his assigns  
 upon the presentation of a good and sufficient  
 deed for the said mining property in accordance with  
 the terms of said agreement. Now therefore in  
 consideration of the premises. And the covenants  
 of the parties of the second part hereinafter  
 named to be faithfully kept and performed  
 by the said parties of the second part and  
 the said party of the first part does hereby  
 covenant promise and agree to sell and convey  
 to the said parties of the second part on or before  
 the 29<sup>th</sup> day of September A.D. 1874. and upon the  
 payment by the said parties of the second  
 part to the said party of the first part the  
 sum of Twenty-five hundred (2500) Dollars in

U.S. Gold Coin with interest thereon, at the rate of  $\frac{1}{2}\%$   
 per month, the one half  $\frac{1}{2}$  of four hundred 400 feet  
 of Mining ground of in. due to each of these  
 certain ledges Lodes or Silos Mining claims situated  
 lying and being in the Cripple Creek Mining District in  
 said County and State, and known and designated  
 upon the Mining Records of said District as the  
 Comley Ledge and Comley Mine No. 2, one being  
 the same property and Mining Claims, or a portion  
 thereof, mentioned and described in the Agreement  
 hereinbefore referred to between said Parties and  
 Johnson. Said Property to be so conveyed to the said  
 parties of the second part by good and sufficient  
 deeds of conveyance, sufficient for the conveying  
 and assuring to the said parties of the second  
 part, the just and true title to said one half  
~~1/2~~ or four hundred (400) feet in each of said Mining  
 Claims and the said party of the first part in  
 consideration of the premises does hereby covenant  
 promise and agree to and with the said parties  
 of the second part, to keep and maintain said  
 sum of \$4500 Gold coin, good of the Bank aforesaid  
 subject to the order of said Parties, or any other  
 person lawfully entitled thereto, upon the presentation  
 of said and no other said agreement and not  
 to withdraw said sum or cause it to be so  
 drawn until the rights of the parties hereto under  
 said original agreement and under this contract  
 shall have been adjusted, or the same mutually  
 abandoned. And the said parties of the second part  
 in consideration of the premises and the covenants,  
 promises and agreements of the said party of the  
 first part to be faithfully kept and performed.  
 hereinbefore contained. As hereby covenant promises and  
 agrees to and with said party of the first part, to  
 pay to said party of the first part, the sum of  
 Twenty five thousand (2500) Dollars in U.S. Gold coin  
 on or before the 29th day of September AD 1874, with  
 interest thereon, in like Gold coin at the rate of  $\frac{1}{2}\%$  per  
 month from this day, interest payable monthly  
 as and for the said one half interest or four hundred  
 feet in each of the said mining claims aforesaid  
 and the said parties of the second part do  
 hereby further covenant and agree to and with  
 the said party of the first part, in consideration  
 of the premises and the said sum of Two thou-  
 sand (2000) Dollars, paid as aforesaid that the  
 said party of the first part shall have the  
 right to hold and retain a one fourth interest  
 or two hundred (200) feet in each of the mining claims  
 aforesaid under and by virtue of said Agreement  
 as made between said Parties and Johnson  
 And it is hereby ~~hereby~~ covenanted by the said

party of the first part. to and each each of the  
 parties of the second party. that upon the payment  
 by either of the parties of the second part. of the sum  
 of Two hundred and fifty (250) dollars on or before  
 the said 29th day of September A.D. 1874. together with interest  
 as aforesaid. the two parts of the first part will convey  
 to said party of the second part. making such payment  
 an undivided one fourth  $\frac{1}{4}$  or Two thousand feet (2000 feet)  
 in each of the Mining Claims aforesaid. to be held by said  
 party in severally. and it is hereby mutually understood  
 and agreed by and between the parties hereto that if  
 in the prosecution of any suit to enforce the rights  
 of the parties hereto and by virtue of said original agr-  
 eement. the said parties hereto should be defeated  
 and not be able to recover the mining ground aforesaid.  
 then the whole of said sum of Two Thousand and five hundred  
 \$4500 Dollars shall revert to the party of the first part  
 till he shall have the right to withdraw the sum  
 from the Bank. when the same is deposited.  
 And it is hereby further understood and mutually af-  
 reed by and between the parties hereto. that the parties  
 hereto shall enter into and upon the Mining interests  
 aforesaid and work and develop the same for their  
 joint interest profit benefit and advantage than and  
 than alike according to their respective interests and  
 all expenses that may arise by reason of working  
 and developing said property. or by reason of litigation  
 among under said original agreement or otherwise  
 shall be borne by parties hereto than and share alike.

In witness whereof the parties hereto have set  
 their hands and seals the day and year last  
 above written

John Reilly  
 Francis Hanson  
 A.G. McKeigan

Seal  
Seal  
Seal

West  
 M. Davenport

State of Merada, ss.  
 County of Custer

On this Thirteenth day of September A.D. one  
 thousand eight hundred and seventy three. personally  
 appeared before me Samuel Bell a Notary Public in my  
 said office said Buckaleo Staff of Merada. W.M. Davenport  
 personally known to me to be the same person whose name  
 is subscribed to the aforesaid instrument. as a witness  
 thereto. who being duly sworn. deposed and said  
 that he resides in Custer County State of Merada  
 that he was present when John Reilly. Francis  
 Hanson and A.G. McKeigan acknowledged in the  
 presence of said affiant. that they the same  
 freely and voluntarily and for the uses and  
 purposes therein mentioned and that he the said

affiant subscribed his name as a witness therof.  
I, Notary, in witness whereof I have hereunto set  
my hand and affixed my official Seal  
the day and year in this Certificate  
first above written.

Samuel Bell

Notary Public

Recorded at the request of D.W. Davenport  
at 4 P.M. October 8<sup>th</sup> A.D. 1873.

Samuel Bell  
Recorder.