

John Schindler
with
Orville Proffersberger

This Agreement made the Eleventh day of May in the year of our Lord one thousand eight hundred and seventy five Between John Schindler of the County of Esmeralda Nevada party of the first part and William Or Proffersberger of the same place the party of the second part, Witnesseth, That the said party of the first part, in consideration of the covenants, promises and agreements on the part of the said party of the second part, hereinafter contained, covenants, promises, and agrees to and with the said party of the second part, that the said party of the first part, will from this date up to and including the 15th day of January 1876, furnish and supply said party of the second part with merchandise and furnishing goods such as said party of the first part shall purchase for his own store in said town of Esmeralda, to the amount of from \$500. to \$1200. at San Francisco cost price freight added, that said party of the first part will as long as said party of the second part conducts himself as a business man pay to said party of the second part the sum of \$60. or Sixty Dollars U.S. Gold Coin per month.

And the said party of the second part in consideration of the said covenants promises and agreements on the part of the said party of the first part, hereinafter contained, covenants, promises and agrees to and with the said party of the first part that the said party of the second part will apply himself diligently to the sale of said goods that may be furnished him by said party of the first part at his stand in said town, that he will render a just and true account of all sales to said party of the first part upon demand, that he will render faithfully upon demand to said party of the first part such proportion of the profits as said party of the first part may be entitled to and it is mutually understood that each of the parties hereto are to share & share alike in the profits of the sale of said goods, that no goods are to be purchased here by said party of the second part without the consent of party of the first part, that party of the second part is to board himself & pay all licenses rent and other expenses incident to his business, and that in the event of the sickness or other inability of the party of the second part to attend to his business the party of the first part shall take possession of said goods.

And for the true and faithful performance of all and every of the said covenants promises and agreements, the said parties to these presents bind themselves, each unto the other, in the penal sum of One Hundred dollars, gold coin of the United States of America, as first settled and liquidated damages, to be paid by the failing party.

In Witness Whereof, the said parties to the presents, have hereunto set their hands and seals, the day and year first above written.

Signed Sealed and Delivered } John Schindler
in the presence of } W. H. Wolfenberger
Wm. G. Hubbard



Recorded at request of John Schindler May 11th A.D. 1875.
R. S. Chase
Recorder.