

British Mill & Co.
vs
McD Murphy

This Indenture made the Eleventh day of May in the year of our Lord one thousand eight hundred and seventy five Between British Mill and Mining Company party of the first part and McD Murphy the party of the second part. Witnesseth, that the said party of the first part, has leased and demised, and by these presents, does lease and demise unto the said party of the second part, all of their interest in that certain mining claim vein or lode in Eureka Mining District Eureka County Nevada, situated on the Eastern side of Prospect Mountain. Known located and recorded as the "Industry" with the appurtenances for the term of One year from the tenth day of May A.D. one thousand eight hundred and seventy five at the rent or sum, hereinafter stated, after each lot or parcel of ore from said mine is worked.

And it is hereby agreed, that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part to re-enter the said premises, and to remove all persons therefrom.

And the said party of the second part does hereby covenant promise and agree to pay the said party of the first part, the said rent in the manner hereinafter specified; and not to let or underlet the whole or any part of said premises without the written consent of the said party of the first part; And further that he will work said mine in a good and workmanlike manner, and will so long as this lease continues, keep not less than two men at work thereon; That the ore taken from such mine under this lease shall be shipped in the names of both parties hereto.

and that at the expiration of the said term the said party of the second part will quit and surrender the said premises in as good state and condition as reasonable use and wear there of will permit. (damages by the elements excepted)

And the parties hereto mutually agree that the party of the first part, shall at all times its mill may be running, have the right to work all ore taken from said mine, yielding and paying to the party of the second part the same price therefor for his portion as would be paid by the Richmond Company or Eureka Consolidated S. M. Company, or any other company in Eureka, of equal standing: and further that the proceeds of such ore shall be divided, as follows, to wit:

The expense of working and shipping the same shall be first deducted, as also all taxes thereon, and the party of the first part shall have the one fourth, and the party of the second, three fourths thereof: and it is further mutually agreed, that the party of the second part, may at the expiration of one month from date, in case said mine cannot be made profitable, cease work under this lease and surrender the same, and the party of the first part will repay to him the one half of the actual expenses of such work as may be done in that time, less such sum as may be realized from ore taken therefrom: and further that in case the party of the first part is not running its mill then the ore from said mine shall be sold or worked at the best advantage possible in Eureka Nevada, to or by such parties as may be mutually agreed upon: and further, that the party of the first part shall have free access to said mine at all times during the continuance of this lease, for the purpose of examining the same.

In Witness Whereof the said parties have hereto set their hands and seals the day and year first above written.

British M & M Co

per Geo W Taylor Agent

Mc P. Murphy

Seal

Seal

Recorded at request of Geo W Taylor May 27th A.D. 1875
at 3 o'clock P.M.

R. S. Chase

Recorder.