

John Shoenbar

with
H. C. CrealAgreement

This agreement made and entered into at the town and County of Eureka, State of Nevada, on this sixteenth day of October A.D. 1875, by and between John Shoenbar of said County and State, party of the first part, and H. C. Creal of Cheyenne City, Wyoming Territory, at present being in said County of Eureka, party of the second part, Witnesseth: That the party of the first part for and in consideration of the covenants and agreements of the party of the second part hereinafter contained, to be faithfully kept and performed by him, does hereby covenant, promise, and agree to and with the said party of the second part, that he the said party of the first part will, with all reasonable dispatch, and at his own cost, charge and expense, save and except the time and labor of the party of the second part, as hereinafter stated, proceed and erect at the town of Eureka, aforesaid, a Smelting Furnace, twenty (20) feet long, twelve (12) feet wide and nine (9) feet high, as a test or trial furnace, in accordance with the specifications contained in three letters patent issued to said H. C. Creal, on the 13th day of July A.D. 1875 and numbered "165,477" the said alleged Letters Patent being for a new and useful improvement in Smelting Furnaces and denominated in said Letters Patent as "H. C. Creal's Smelting Furnaces".

And that upon the entire and thoroughly successful working of said Furnace, - as represented by said party of the second part to the said party of the first - the said party of the first part hereby covenants, promises and agrees to and with said party of the second part, to purchase the exclusive right to make, use and vend within the Counties of White Pine and Eureka, in the said State of Nevada, the said improvement in "Smelting Furnaces" for which Letters Patent of the United States, dated July 13th A.D. 1875, now granted to said H. C. Creal, at the price and for the sum Fifteen Thousand Dollars, (15,000) in U. S. Gold Coin, payable as follows to wit: Five Thousand Dollars (5000) upon the successful working of said test or trial Furnace as represented by the party of the second part, Five Thousand Dollars (5000) in six months thereafter and the remaining Five Thousand, (5000) Dollars in nine (9) months hereafter.

In consideration of all which and the full payment of the said Fifteen Thousand Dollars, (15,000) in manner and form as aforesaid or on or before the expiration of nine (9) months, from the successful working of said Furnace as aforesaid, the said party of the second part, hereby covenants, promises and agrees to grant and convey to the said party of the first part, the exclusive

right, to make, use, and vend in the Counties of White Pine and Esmeralda, in the State of Nevada, and in no other place or places the said Improvement in Smelting Furnaces, for which Letters Patent of the United States dated July 13th 1875, were granted to said W. C. Creal, the party of the second part herein, as fully and entirely as the same would have been held and enjoyed by the party of the second part as if said proposed grant and conveyance had not been made.

And the said party of the second part does hereby further covenant, promise and agree, in consideration of the foregoing that he will give to the party of the first part his time, labor, advice and experience, and assistance free of cost to the party of the first part in the erection of said test or trial furnace, to the end that the same may be brought to a successful and practical working as represented by the party of the second part.

And the party of the second part does guarantee and declare that the process used and adopted in and about the said "Improvement in Smelting Furnaces," patented as aforesaid, is entirely new and useful; that he, the said party of the second part is the original inventor thereof, and that the said process and improvement is in no way or manner any infringement upon any other patent or process for the smelting of ores, and has never been used except by him or under his direction.

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

Jno Shoemaker
W. C. Creal

State of Nevada
County of Esmeralda. | Ss.

On this sixteenth day of October, A. D. One Thousand Eight hundred and seventy five before me, R. L. Chase, Recorder and Ex-officio Auditor in and for said Esmeralda County, personally appeared the within named, Jno Shoemaker & W. C. Creal, whose names are subscribed to the annexed instrument as parties thereto, personally know to me to be the individuals described in and who executed the said annexed instrument and who each severally duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

{ Seal } | In witness whereof I have hereto set my hand and affixed my official seal, in said County, the day and year in this certificate first above written.

R. L. Chase, Recorder.

Recorded at request of John Shoemaker, Oct 16th AD, 1875, at 25, min, past 2 @ m,
R. L. Chase
Recorder