

Ruby Consolidated
Mining Company
with

Recorder
Lease.

Byons Watson & Co. This Agreement made and entered into
this 27th day of November A.D. 1875, by and between the
Ruby Consolidated Mining Company the party of the first part
and Byons Watson & Company (being Michael Byons, W.A. Watson
Timothy Coakley, J.P. Noel, and Richard Gough, under the
firm name and style of Byons Watson & Company) the
party of the second part Witnesseth:

That in consideration of the covenants and agreements hereinafter
mentioned and set forth on the part of the said second party
the said first party does hereby let, demise and lease and
by these presents does demise let and lease unto the
said second party that certain mining claim and ground
situated upon Prospect Mountain in Eureka Mining District
Eureka County, State of Nevada, and more particularly described
as follows to wit: Being the mine known and recorded in
the records of said mining district as the "El Dorado" situated
on the summit of Prospect Mountain in said mining district
and being a ledge location and containing twelve hundred
feet and being the mining property for which a Patent was
issued from the U.S. Government to Hermann Weyermann
a trustee of said first party in June A.D. 1875.

To have and to hold the above mine and grounds above
described and as more particularly described in said
Patent above set forth with the appurtenances and privileges
incident and appertenant thereto for the space and term
of one year from the execution and delivery of these
presents. And in consideration of the above premises so

made on the part of said first party, the said second party does hereby undertake and agree upon their part to and with the said first party to work said mine in a good and miner like manner and in good faith prospect for ore upon the same and if found in said mine to work the same out according to the method and custom of miners and not to work the same in a style known and designated as "gouging". And that they will further have all of said ore so taken out from said mine worked at the mills or furnaces at Eureka as cheaply as possible and account and pay to said first party an amount and sum of money equal to one fifth of the net proceeds of said ore, the net proceeds being computed upon the expense of transporting the ore from the mine to the furnaces and the smelting of the same. but the cost of taking said ore from the mine, or mining of the same is not to be included in the gross yield as that is to be done wholly at the expense of the said second party, except as hereinafter provided.

And provided further that in case the net yield of said mine, upon an average of the entire time, shall exceed the sum of Two thousand five hundred dollars per month then and in that case the excess over and above said sum of Two thousand five hundred dollars per month shall be divided equally between the parties hereto, share and share alike, each taking one half of the same. But in case the net yield shall not, on an average of the entire time, exceed said sum of Two thousand five hundred dollars per month - the the division of said ore shall be as above set forth or upon the ratio of five to one.

And in case the said first party shall during said time operate or run a furnace in Eureka then and in that case the said second party agrees to give them the preference of smelting the ore of said mine provided they will smelt the same as reasonably and yield as large a percentage as they can obtain elsewhere.

And the said second party further agrees to allow and permit the said first party or their duly authorized agents to visit said mine at reasonable intervals during the time the lease is in operation and inspect the working of said mine and examine its condition. And the said first party further agrees upon their part to pay one fifth of the expenses incurred in working said mine and milling or smelting the ore recovered therefrom, exclusive of the labor performed by said second party or their employees during the pendency of this lease. And upon the performance of the conditions hereby imposed on the part of said party of the second part the said first party hereby agrees and covenants to and with the said second party to protect and defend them in the peaceable and quiet enjoyment of the above mine and premises for the space of one year from this date at which

time the said second party hereby agrees to surrender the possession of the same to said first party or their grantees free from any charge or incumbrance made or suffered by them

It is further agreed and stipulated by and between the respective parties hereto that this lease is effective and operative only from the date above set forth and has no reference to the manner in which said mine has been previously held by said second party and it is distinctly understood and agreed upon the part of said first party that no claim is made or will hereafter be made by them upon said second party for any ore hitherto mined or taken from said mining claim by them the said second party.

And the said second party agree that they will work no less than two nor more than twelve men upon said mine during the term of this lease. And in case of a failure on their part to work upon said mine for the space of four consecutive weeks, or if they fail to account and pay over to said first party the amount due them by the terms of this lease for three days after the same is received by them or in case of a failure upon their part to work said mine in accordance with the terms above set forth then and in that case this lease shall be forfeited and null void and the said first party shall be entitled to the immediate possession of the within demised premises.

In witness whereof the parties hereto have hereunto put their hands and seals the day and year first herein above written.

B. S. Bernard

(S)

In presence of
Alex Wilson

Attorney in fact for the Ruby Consolidated Mining Company, Ltd of London England.

Tim Coakley

(Seal)

Michael Lyons

(Seal)

W. A. Watson

(Seal)

Richard Gough

(Seal)

J. P. Noel

(Seal)

Being the members of the Lyon & Watson Company

State of Nevada }
County of Eureka } Ss.

On this 27th day of November AD, One thousand eight hundred and seventy five, before me C. G. Hubbard, a Notary Public in and for said Eureka County personally appeared B. S. Bernard personally known to me to be the same person described in and who executed by Power of Attorney the annexed instrument as the Attorney in fact of the Ruby Consolidated Mining Company Limited of London England named in the annexed instrument as parties thereto, and therein described as the parties executing the same by their said Attorney, and the said B. S. Bernard acknowledged to me that he executed the same freely and voluntarily as and for the act and deed of the said Ruby Consolidated Mining Company Limited of London England and for the uses and purposes therein mentioned. In witness whereof I have hereunto set my hand the day and year in this certificate

just above written

Chas G Hubbard

Notary Public Eureka Nev.

State of Nevada

County of Eureka

On this 27th day of November, AD

one thousand eight hundred and seventy five personally appeared before me, Chas. G. Hubbard a Notary Public in and for said County of Eureka, Timothy Coakley, Richard Gough, Michael Leyons, W. A. Watson & J. P. Noel whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto and said Coakley, Gough, Leyons, Watson & Noel each for himself duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned

In Witness Whereof I have hereunto set my hand and affixed my official seal, the day and year in this Certificate first above written.

Chas. G. Hubbard. Notary Public.

L.S.

Recorded at the request of G. W. Baker, Nov 30th¹⁸⁷⁵,
at 20 min past 3. P. M.

R. S. Lebrasse
Recorder.