

E. L. Kelsey
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Maurice Hartnett.

This agreement made this fourth (4th) day of January 1897 Between E. L. Kelsey President of Detroit, Michigan of the first part, and Maurice Hartnett of Esmeralda Nevada, of the second part, Witnesseth: said ^{first} party in consideration of the faithful performance of the agreements hereinafter mentioned, by said second party, does hereby let and lease to said second party for the term of one year from date hereof, at the rental price hereinafter mentioned; the following described property situated at Esmeralda, Nevada, to wit: all the mines heretofore owned by the Alexandria Mining & Smelting Company and known as the Alexandria Mining property, together with all the buildings and appurtenances thereto belonging or appertaining, also all the machinery, tools and implements of every kind and nature now or heretofore used, and situated in and about said mines, also all powder, fuse, candles, fuel, supplies or now owned by said first party, and situated in and about said mining property on the terms and conditions following, to wit: 1st The said second party is to take immediate possession of the whole of said mining property and during the continuance of this lease diligently work and mine said property and shall keep true and accurate accounts of all ore extracted, as well as all ore sold. 2nd He shall in each and every month during the existence of this lease make and send to E. L. Kelsey of Detroit Michigan, a true and correct statement of all work done in and about said mining property, also of all ore extracted, as well as all ore sold. 3rd He shall during the existence of this lease assume and pay all liabilities of every kind and character contracted or incurred in or about or on behalf of said mining property in the working thereof. 4th He shall at his own expense keep all the foregoing property in good repair, and at the expiration of this lease account for and deliver the same up to said first party in as good condition as when taken, reasonable wear and tear and damage by the elements excepted. 5th He shall expressly notify each and every person and corporation having or doing business with him or anyone connected with said mine, concerning the said mining property or the working thereof; that these dealings are with him personally, and not with the said first party, and that the

said first party and his said property are in no manner responsible or liable for the fulfillment of any contract made or debts incurred in connection with said mining property or its workings, during the existence of this lease - 6th The said second party shall keep the said mines and mining property at all times in good workable condition, and shall not allow any waste or debris to accumulate therein -

7th The second party shall keep and save harmless the said first party from all liabilities, costs and damages and expenses he shall or may incur by reason of, or growing out of the said second party's possession of the property aforesaid or the working thereof, and for all debts and liabilities incurred or contracted by him or others for or in his behalf in and about the mining of said property

8th The said second party agrees to do all necessary work for the improvement claims of the group by November 1st 1897 - 9th The said second party shall pay said first party as and for the rental

price heretofore mentioned, one fifth ($\frac{1}{5}$) of all monies realized from the ore taken from said mining property during the life of this agreement - The same to be paid at each working off or sale of said ores. It is further agreed that upon said second party's faithfully performing and complying

with all the conditions and provisions of this lease, he shall during the existence thereof have and keep peaceable possession and quiet enjoyment of the premises and property heretofore described

In case however, the said second party shall make default in any of said conditions, or fail to comply with or perform any or all of the provisions or requirements herein contained, it shall be lawful for

and the first party is hereby authorized, to take and keep possession of the property heretofore mentioned, and each and every occupant or possessor thereof put out. It is further agreed

and understood in case the party of the first part should have an opportunity of selling out this property during the existence of this lease, he will give the party of the second due and timely

notice, say not less than (60) sixty days, and pay to the said second party a fair reasonable compensation for his outlay in connection with the working of the mine -

signed, sealed and delivered the day and year first above mentioned

E. L. Kelsey

Pres - A M & S Co

Maurice Hartnett

The presence of -

Recorded at the request of M. Hartnett June 28 AD 1897 at 50 Men's Post 10 am

Wm Spinner Recorder