

Nathaniel Diamond

Agreement

Ed. P. Tucker and

J. J. Quenne

vs

G. P. Armstrong

This Agreement, made and entered into this 19th day of December 1877 between

Nathaniel Diamond, Ed. P. Tucker and J. J. Quenne

Quenne the parties of the first part and

G. P. Armstrong the party of the second

part, Witnesses that the said J. J. Quenne is the owner of the undivided one third of the mine of mines and mining grounds first hereinafter described and the said Nathaniel Diamond and Ed. P. Tucker are the owners of the other undivided two thirds of the same though the legal title of the said two thirds is held by and Th. H. Gray in trust for the said Diamond and Tucker and the said Th. H. Gray holds the legal title to the mine of mining grounds secondly hereinafter described in trust for the said parties of the first part. That for and in consideration of the sum of One Dollar the receipt of which is hereby acknowledged, the said parties of the first part hereby agree and bind themselves their heirs executors, administrators or assigns to convey upon the condition hereinafter expressed to the said party of the second part his heirs executors or assigns, the said respective interests owned by the said parties of the first part in and to all the following described property to wit, All of that certain mining claim known as deposit of silver bearing ore and other rocks in place situated lying and being in Currier Mining District Currier County State of Nevada more particularly described as the Holly Mine situated in a northerly direction from the Richmond Mine on Ruby Hill and East of and near the mine known as the Bull Whacker said mine contains Fifteen Hundred feet (1500 ft) along the top with one hundred feet (100 ft) upon each side thereof of surface ground for working purposes, Located by M. A. Holler and C. W. Tucker upon the 20th day of Janu 1876, and recorded in the mining records of said district July 15th 1876. Also that certain other mining claims adjoining the one above described as follows to wit, Beginning at the North East corner of Mine State Survey No 117 on what is called the Williamsburg Lode the same being part No 2 of said survey and running thence South 15 1/2° West 200 feet to the South East corner of Post No 3 of said Survey thence North 75 1/2° West 27 1/2 feet thence North 15 1/2° East 200 feet and thence South 75 1/2° East 27 1/2 feet to the place of beginning, and being a tract of land

embracing $27\frac{1}{2}$ feet of the eastern end of W. S. Survey No 117 what is known and called the Williamsburg Lead, corner expressed from the true Meridian with a magnetic variation $16\frac{1}{2}$ East. The said parties of the first part shall procure a conveyance from the said W. S. Gray of the legal title to all the said mine or mining grounds here by him in trust as aforesaid and all said above described property shall be conveyed free and clear of encumbrances upon the following conditions to wit: That the said party of the second part or his assigns shall within one (1) month from the execution of conveyance from W. S. Gray of the mine and mining grounds aforesaid commence work upon the foregoing described property and resume the sinking of the main shaft upon the property first above described with the labor of not less than two men and continue to prosecute said work with diligence until the said shaft shall have been sunk one hundred (100) feet deeper or until the lead shall have been intersected by said shaft or by a drift then from and then continue the said drift or the lead or other development until the work shall be equal to two hundred (200) feet of drift at which time or previously thereto the said party of the second part may elect to purchase said property for the sum of Fifty Thousand (\$50,000) Dollars payable to said parties of the first part or their assigns by installments of Five Dollars per two or each ton of ore melted melted or sold that may be extracted from said mine or mines said installments to be paid monthly on the 15th day of each and every month for all ore so converted during the calendar month previous. Said payments to be made individually to the parties of the first part and W. S. Gray in the following proportions to wit, To J. J. Dunne 30% per cent To W. S. Gray 15 per cent of the remainder and the balance to be equally divided between Nathaniel Dimmock and E. P. Prickett, Upon the said party of the second part his heirs or assigns entering into an agreement to make said payments, said agreement to be duly recorded the said parties of the first part will give a good and sufficient conveyance of all the above described property as aforesaid to the said party of the second part or his assigns free and clear of all incumbrances. But if the said party of the second part should not elect to purchase said mine he shall have the right within a reasonable time thereafter to extract ore from the said mine and sell the same until he shall have received sufficient money to reimburse himself for all he has properly expended in connection with said mine and then shall deliver up peaceable possession of all said property free and clear of all incumbrances made done or suffered by or through him or his assigns. If work shall not be commenced within the time herein mentioned upon said mine by the party of the second part or his assigns, or if the work should at any time be suspended for the period of sixty consecutive days without any fault on the part of said parties of the first part then this agreement shall be determined and ended and all the parties hereto released from all liability under this contract. It is expressly understood that during the continuance of this agreement the said parties of the first part shall not enter upon said property for the purpose of extracting ore without the consent in writing

of the said party of the second part his heirs or assigns. In
Witness Whereof the said parties of the first and second part have
hereunto set their hands and seals the day and year first above
written.

E. P. Tucker

Seal

By his atty in fact W. W. Newell,

N. Diamond

Seal

J. J. Dunne

Seal

Geo P. Armstrong

Seal

Witness
Edw Challen,

United States of America.

State of California
City and County of }
San Francisco } So.

I Edward Challen a Commissioner for
the State of Nevada duly commissioned and qualified under and
by virtue of the laws thereof residing in the City and County of
San Francisco and State of California do certify that on the
thirteenth day of December in the year of our Lord One thousand
eight hundred and seventy seven before me personally appeared
Nathaniel Diamond, J. J. Dunne and Geo P. Armstrong personally
known to me to be the persons whose names are subscribed to
the annexed instrument as parties thereto and to the individuals
described in and who execute the said instrument. And the said
Nathaniel Diamond J. J. Dunne and Geo P. Armstrong severally
duly acknowledged to me that they execute 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 as such Commissioner at my Office in
the City and County of San Francisco and State of Cali-
-fornia the thirteenth day of December in the year of our
Lord One thousand eight hundred and seventy seven
Edw Challen

Seal

Commissioner for Nevada San Francisco California.

State of Nevada }
County of Esmeralda } So.

On this 23rd day of December A. D. One thousand
eight hundred and seventy seven before me Geo W. Merrill a Notary
Public in and for said Esmeralda County residing therein duly commissioned
and sworn personally appeared W. W. Newell, personally known to me
to be the the same persons described in and who execute by Power of
Attorney the annexed instrument as the Attorney in fact of E. P. Tucker
named in the annexed instrument as a party thereto and therein de-
scribed as the party executing the same by his said Attorney, and the
said W. W. Newell duly acknowledged to me that he execute the same
freely and voluntarily as and for the act and deed of the said E. P.
Tucker and for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed
my Official Seal at my Office in said County the day and year
in this Certificate first above written.

Seal

Geo W. Merrill Notary Public

Recorded at the Request of Orin Richardson Dec 11th A.D. 1878
at 10 min past 8 A.M. R. L. Chace Recorder by Let Home Deputee