

George W Lamoureux
and

Agreement

Richmond Mining
Company of Nevada

This Agreement, Made the twenty second day of March in the year of our Lord One thousand eight hundred and seventy eight Between George W Lamoureux of the Town and County of Eureka, State of Nevada the party of the first part, and the Richmond Mining Company of Nevada a Corporation doing business at the same place the party of the second part Witnesseth, that the said party of the first part, in consideration of the covenants, promises and agreements on the part of the said party of the second part hereinafter contained, hereby covenant, promise and agree to and with the said party of the second part that the said party of the first part will furnish and deliver or cause to be furnished and delivered to the said party of the second part, at the coal dumps of its furnaces in said Town of Eureka One Million (1,000,000) bushels of hard nut pine charcoal of good merchantable quality at the current and marked rates prevailing in Eureka aforesaid, at the time of the delivery of each and every bushel thereof, but in no event shall the party of the second part be required to pay or in any way liable to the party of the first part for any rate or price in excess of Twenty nine (29) cents per bushel for any coal delivered under this agreement until, after the 1st day of May A.D. 1879 although after said date last named shall pay the current market price, And it is further agreed that the said party of the first part shall furnish and deliver said coal at said Furnaces at such time or times and in such quantity or amount as the party of the second part may need or require the same for the use of its said furnaces, the same to be measured as is customary at said Furnaces and subject to the inspection and approval of the party of the second part as to quality, kind or quantity before the same shall be received by the party of the second part and it is hereby expressly provided & distinctly understood that the said party of the first part shall have the right to furnish & deliver at least two thirds ($\frac{2}{3}$) of all the charcoal used by all the said Furnaces of the party of the second part, and that the charcoal used at said Furnaces shall be at least one half ($\frac{1}{2}$) of all the fuel consumed at the said Furnaces for smelting purposes. And the said party of the second part in consideration of the said covenants promises and agreements on the part of the said party of the first part hereinbefore contained covenant promise and agree to and with the said party of the first part that the said party of the second part will pay unto the party of the first part in coin of the United States by drafts payable at San Francisco, California the regular or current market rates or price ruling in the market at said Eureka at the date of the delivery of coal and every bushel that may be delivered under this agreement Provided never the less that it will pay no greater price or rate until May 1st A.D. 1879 than Twenty nine cents per bushel for any coal under this agreement, and after said date will pay the ruling market rates at the time of delivery as aforesaid and that it will so pay the same in time and manner as follows viz on or before the 15th day of each

and every month during the pendency of this agreement will pay to the party of the first part for all coal delivered between the 1st and last day inclusive of the preceding month. It is hereby mutually agreed that this contract shall go into effect on the 1st day of May A.D. 1878 and that all contracts or agreements for the furnishing and delivery of coal that may on said day last named be existing between the parties hereto shall be and the same are hereby rescinded and declared null void and of no further force and effect on and after said day. And for the true and faithful performance of all and every of the said covenants, promises and agreements, the said parties to these presents bind themselves, each unto the other. In Witness Whereof the said parties to these presents, have hereunto set their hands and seals, the day and year first above written.

Signed Sealed and Delivered
in the Presence of
R. H. Morrison

Edwd. Probert. Managing Director for the Richmond Mining Co of Nevada
R. Rickard manager
Geo W. Lamoureux

Recorded at the Request of Geo W. Lamoureux March 23rd A.D. 1878 at 30 min past 10 A.M. R. L. Clark Recorder by C. F. Keen Scribe