

Cureka Mining and  
Smelting Co. Inc  
W H Stowell

And  
Sam<sup>r</sup> J Beebe

## Agreement

This Agreement Made the 21<sup>st</sup> day of March  
A.D. 1879 between the Cureka Mining and  
Smelting Company a corporation duly or-  
ganized under the Laws of the State of California and doing  
business in Cureka County State of Nevada by William  
Arrington its Superintendent duly Authorized in their behalf  
the party of the first part and W H. Stowell and S. J Beebe of the  
County of Cureka and State of Nevada parties of the second part  
Witnesseth. Whereas The party of the first part has made an  
application for a Patent of the United States to that certain  
Mining ground and Lode in the name of the Madrid Situate  
on Prospect Mountain in the Cureka Mining District Cureka  
County State of Nevada. And Whereas. The parties of the second  
part are the Claimants by a subsequent location of that certain  
Mining ground and Lode known as the "Apache" in close proximi-  
ty to the Mining ground of the said Madrid. and whereas the  
said "Apache" Mine and location crosses diagonally and overlaps a  
portion of the "Madrid" Mine and claim. And whereas the parties of  
the second part have sunk and excavated a shaft within the lines  
of the "Madrid" Survey, and claim the same to be on and in the crop-  
pings of a ledge or Lode of Mineral bearing ore called by said  
parties of the second part the "Apache" Lode or Ledge, and claim  
that the said Lode is a distinct and separate Lode from the  
"Madrid" Lode and are desirous of filing a protest against the  
application of the party of the first part for a Patent, and the party

of the first part claims that the said "Apache" and the claim of the parties of the second part is the same ledge as that of the "Madrid" but is willing to permit the parties of the second part to develop and work their said claim to the "Apache" Ledge until it is determined whether or not the said "Apache" Ledge is the same or a different ledge or lode than the "Madrid" claim and Lode.

Now therefore in consideration of the sum of one dollar paid to the party of the first part by the parties of the second part the receipt whereof is hereby acknowledged, and in consideration of the covenants of the parties of the second part to refrain from filing any protest against the application for a Patent to the "Madrid Mine" by the party of the first part; covenants promises and agrees to and with the parties of the second part, that it will and hereby does grant and allow to the parties of the second part the right to enter in to upon the "Apache" shaft and the croppings of the ledge claimed by the parties of the second part in line and course with said shaft, that is within and enclosed by the lines of survey of said "Madrid Mine" for the purpose of working + developing the same. Provided this agreement shall in no way affect the right title or claim of the party of the first part to the Ledge or Lode claimed by the parties of the second part as the "Apache" ledge or Lode or any action to recover the possession thereof or determine the rights thereto.

And the parties of the second part in consideration of the sum of one dollar to them in hand paid by the party of the first part the receipt whereof is acknowledged and in consideration of the agreement and permission by the party of the first part to the parties of the second part to work and develop their claim to the Apache Ledge, covenants promise and agree to refrain from and not to file any protest against the application of the party of the first part for a Patent to the "Madrid" Lode or Mine.

In Witness Whereof the parties to these presents have hereunto set their hands and seals the day and year first above written

Wm<sup>rs</sup> Arrington  
 W H Stowell  
 James J Beebe

Seal  
 Seal  
 Seal

Recorded at the Request of W H Stowell March 27th A.D. 1879  
 at 30 min past 8 a.m.

Benj L Levy Recorder By W P Steichelman Deputy