

D. Falconer, ^{and} Frank Quinn,
To

No. 87

Charles Allen.

(Copy of Agreement between D. Falconer, Frank Quinn and Charles Allen). This agreement, made and entered into this 1st day of January, 1905, by and between D. Falconer, of Colfax, County of Placer, State of California, and Frank Quinn, of Eureka, County of Eureka, State of Nevada, the parties of the first part, and Charles Allen of Eureka, County of Eureka, State of Nevada, the party of the second part, witnesseth: That whereas the parties of the first part are the owners and holders of certain undivided interests in each of the following mines, to wit; Oneonton, Cavalier, London, Valley View, Glittering Galore, and Tom William, situated in Mill Canon, Cortex Mining District, Eureka County, Nevada, and whereas the said party of the second part, is desirous of securing an option upon the said above named mines for the purpose of working and developing the same to determine the value of said mines; and if the same prove satisfactory to the second party to purchase the said mining properties at any time within

two years, for the sum of fifteen thousand dollars, (^{\$}15,000), gold coin of the United States, and whereas the said first parties are desirous of selling the said mining property and are willing to grant said option to said second party upon the conditions herein contained now, therefore, for and in consideration of the sum of one dollar, gold coin of the United States paid to the said first parties the receipt whereof is hereby acknowledged, and for other good and valuable considerations thereunto moving, the parties hereunto agree as follows: First, The parties of the first part agree that the second party may take possession of the said mining claims and property immediately upon the execution of this agreement, and may retain exclusive possession during the life of this agreement, which shall terminate January 1st, 1907, and during said time at his own cost and expense may develop and work said mining claims for mining purposes in a good and workmanlike manner, to which, said second party does hereby specifically agree, that all ores extracted from said or any of said mines shall be shipped by and in the name of Frank Curious, of Beowawe, Nevada, who shall upon receiving the returns, from the reduction thereof, make division and payment of the proceeds thereof, according to the terms of said lease. The said second party shall have the privilege of directing said shipments to any smelter or reduction works where the best terms can be obtained.

2d., The said parties of the first part in consideration of the said agreement, shall receive from the said party of the second part, ten per cent of the net proceeds of all ores which may be extracted and worked from the said mines during the life of said agreement, and a settlement must be made by the said Curious on that basis immediately after the return from each shipment is received.

3d. It is agreed that these presents are intended to secure to said party of the second part an option or privilege of purchasing the said mining claims on the conditions hereinbefore set forth and the parties of the first part agrees with the second party that if, at any time within two years of the date of this agreement the second party shall pay to the said first parties the sum of fifteen thousand dollars (^{\$}15,000), gold coin of the United States, and shall faithfully execute all other conditions of this agreement, then the said first parties hereby agree to grant, bargain, sell and convey by good and sufficient deed thereto, all of their right, title, and interest in and to the said

above mentioned mining property to the said second party. All work and labor done upon, and all materials furnished and used upon the said property hereunder to be furnished at the expense of said party of the second part, and no lien or incumbrance of any kind or character is to be by said party of the second part incurred against said property, and a notice to this effect shall be kept posted by said second party in a conspicuous place on said property. It is further specially understood and agreed between the parties hereto that if said second party shall for a period of thirty consecutive days at any time during the life of said lease and option fail to work said property, such failure shall operate as an absolute forfeiture to said parties of the first part of all rights herein granted said party of the second part, and said party of the second part shall forthwith forfeit to said parties of the first part all and every right hereunder. In witness whereof, the parties to this agreement have hereto set their hands and seals, and to another of a like import, this day and year first above mentioned.

(Signed) D. Falconer (Seal)
 " Frank Quinn (Seal).
 " Charles Allen (Seal)

Witness

(Signed) F. J. Brossemer,
 State of Nevada } ss.
 County of Eureka }

On this 14th day of December in the year one thousand nine hundred and four, before me, John Mc Kernan, a notary public in and for said Eureka County, residing therein, duly commissioned and sworn, personally appeared Frank Quinn and Charles Allen, known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same freely, and voluntarily, and for the uses and purposes herein mentioned. In witness whereof, I have hereunto set my hand and affixed my official seal at my office in the town and County of Eureka, the day and year in this certificate first above written.

(Signed) John Mc Kernan,
 Notary Public in and

(Seal) for said Eureka County, State of Nevada.
 Recorded at the Request of Geo. D. Brown Sept. 12, A.D. 1905 at 56 mins.
 past 1 P.M. Wm Spinner Recorder