

File No. 13785

Buckley Wells Agent, )  
                               )  
           to                        ) Contract  
                               )  
 Eugene Davis                    )

THIS CONTRACT made and entered into this 28th day of November 1919, by and between Buckley Wells Agent, of San Francisco California, the party of the first part, and Eugene Davis, of Eureka, Nevada, the party of the second part, WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) current lawful money of the United States, in hand paid to the party of the first part, by the party of the second part, the receipt whereof is hereby acknowledged, and for the further valuable consideration as hereinafter set forth, the party of the first part hereby agrees to sell, and the party of the second part hereby agrees to buy, the following described mining claims, situated in the Eureka Mining District, County of Eureka, State of Nevada, to wit: The Julia; Dawn; Daybreak; Daybreak Fraction; Sunrise; Morning; Evening; Afternoon Fraction; and the El Portal Lode Mining Claims, also the buildings located on the above described property, to-wit: the Boarding-house; Bunk-House; Office; Stable; Store House; and Foremans Cottage, together with all their equipment and contents, and also that certain pipe line extending from the supply tanks of the Ruby Hill Water-Works, on Ruby Hill Nevada to the buildings hereinsabove mentioned, also the Black-smith shop and power-plant, together with the buildings housing the said power plant as they now stand together with all of the contents therein complete.

Also all personal property listed in a certain inventory, marked Exhibit "A", and attached hereto and which is made a part hereof.

Also all right under that certain option to purchase the stock of the Prospect Mountain Tunnel Company dated January 31st, 1919, executed by A.H. Johnson of the town of Eureka, County of Eureka, State of Nevada to Buckley Wells Agent.

It is further agreed by the parties hereto that Kent E. Keller, owner of the mill now standing upon the mining claims hereinsabove mentioned shall retain possession of so much of the surface of said mining claims as may be necessary or convenient with free egress regress over roads and to such mill site until such time as such mill may be wrecked and removed or otherwise disposed of.

The party of the first part hereby further agrees to deliver to the said First National Bank at Elko, Nevada an assignment of the option to purchase stock herein above referred to, good and sufficient deeds and bills of Sale conveying all the above mentioned and described property, free and clear of all encumbrances, together with irrevocable instructions to said bank to deliver said assignment of option to Purchase stock with option Deed and Bills of Sale to the party of the second part upon the payment to said Bank for the party of the first part the sum of eight thousand eight hundred and forty two dollars (\$8,842.00), by the party of the second part, at the time, and in the following manner, to wit: The sum of seven thousand five hundred dollars (\$7,500.00), on or before December 20, 1919, together with the promissory note of Eugene Davis in the sum of one thousand three hundred and forty two dollars (\$1,342.00), conditioned so that he will pay on or before December 20, 1920, to the party of the first part the sum of one thousand three hundred and forty two (\$1,342.00), dollars, with interest thereon at the rate of six per cent per annum.

It is further agreed that if the party of the second part shall carry out the conditions of a certain option to purchase 67,100 shares of the Prospect Mountain Tunnel Company Stock, which said option has this day assigned, under the terms of an assignment made and executed by Buckley Wells Agent to Eugene Davis, and shall then fail to possess and retain complete control of The Prospect Mountain Tunnel; then and in that event the party of the first part will, at his option, either complete the control of said property, as set forth in said Option of Purchase of Prospect Mountain Tunnel company stock or refund to the party of the second part all payments that shall

have been made to the party of the first part and to said Tunnel company on account of this contract.

It is further agreed that if the party of the first part elects to refund said money it shall be upon the condition that the party of the second part shall reconvey all property to him conveyed under this contract.

The party of the first part further agrees to deliver possession of said property to the party of the second part on December first 1919, Acceptance of Possession of said property is to be taken as an acceptance of the correctness of the inventory hereto annexed and assumption by said party of the second part of full responsibility for said property.

This contract shall be binding upon the executors, administrators, and assigns for both parties hereto.

In witness whereof both parties have hereunto set their hands and seals the day and year first above written.

Bulkeley Wells Agt.

By J.S.Bagg

Eugene Davis

State of Nevada )  
                          )SS  
County of Eureka,)

On this 28th day of November, 1919, personally appeared before me, W.R.Reynolds, a notary public in and for the county of Eureka, state of Nevada, Eugene Davis and J.A.Bagg, Buckeley Wells Agent, personally known to me to be the persons described in and who executed the foregoing instrument, and who acknowledged to me severally that they executed 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 the day and year in this certificate first above written.

W. R. Reynolds (Notarial Seal)  
Notary Public

Recorded at the request of J.E.Josey Apr. 21, A.D. 1920 At 0 minutes past 3 P.M.

Edgar Eather--Recorder

By Peter Merialdo--Deputy.