

File No. 24835.

Joe Pieretti, Pete Bianucci, )  
 and Frank Giurlani, )  
                                   ) Agreement.  
 to )  
 Henry C. Merrick. )

*See Page 352 for Cancellation*

THIS AGREEMENT made and entered into this 17th day of November, 1943, by and between JOE PIERETTI, PETE BIANUCCI and FRANK GIURLANI, a co-partnership, of Carlin, Nevada, by and through JOE PIERETTI, one of the co-partners, hereinafter referred to as the Owners, and HENRY C. MERRICK, a single man, of Eureka County, Nevada, hereinafter referred to as the Contractor,

W I T N E S S E T H:

WHEREAS, the said Owners have this day acquired by purchase one hundred head of cows and one hundred head of calves branded thus *HH*, at the total purchase price of NINE THOUSAND FIVE HUNDRED AND 00/100 (\$9,500.00) DOLLARS, AND

WHEREAS, the Owners and the said Contractor have agreed with reference to the care and handling of said livestock on a share and share basis which they desire to reduce to writing,

NOW THEREFORE, THIS AGREEMENT FURTHER WITNESSETH:

For and in consideration of the sum of ONE (\$1.00) DOLLAR, to each of the parties in hand paid by the other, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, the parties agree as follows:

The Owners hereby turn over and deliver to the said Contractor one hundred head of cows and one hundred head of calves branded thus: *HH* acquired by the Owners this date, and that the Owners at their option will rebrand said animals with their own or agreed upon brand, and the said Contractor agrees to take said cattle to his ranch in Eureka County, Nevada, generally referred to and known as the "Carletti Ranch" upon the signing of this agreement.

The Contractor further agrees that he has on hand available for the feeding of said cattle during the coming winter months not less than two hundred tons of suitable hay which he hereby agrees to set aside for the feeding of said cattle; that, at his own expense, he will properly take care of said cattle during the coming winter months, feeding them as cattle are fed in the vicinity of his ranching property and in a good and farmerlike manner, and that he will arrange to turn out said cattle on the public domain under proper license from the Division of Grazing in the spring of 1944, at the time when cattle are turned out on the range in the vicinity of his property; that he will see that said cattle are properly ranged during the summer months and will ride when and where necessary and will gather said cattle in the fall of 1944 and place them in his fields or at such other place or places that the parties hereto may agree upon.

IT IS particularly agreed to and understood between the parties that the Owners have this day paid the sum of \$9,500.00, the full purchase price of said cows and calves, and that the title to said cows and calves will remain vested in the Owners until they are fully reimbursed said purchase price.

It is agreed to between the parties that said cattle will be sold at the time of the regular fall turn-off of 1944, and that the proceeds of the sale of said livestock will be used to reimburse the Owners the full amount of their purchase price, to wit, the sum of \$9,500.00, and the parties hereby agree that the balance received over and above said purchase price will be divided equally between the Owners as to one part, and the Contractor as to the other part. It is particularly agreed to that the Owners shall have and are hereby given the full authority to make and supervise all sales of said livestock.

The Owners agree to pay any and all taxes which may be assessed against said livestock during the season of 1944. The parties are agreed, however, that all other expenses accruing against the care and feeding of said livestock shall be at the sole cost and expense of the Contractor.

This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Owners by and through one of the co-partners, and the Contractor, have this day executed this agreement in duplicate.

JOE PIERETTI, PETE BIANUCCI AND FRANK  
GIURLANI

By Joe Pieretti  
Owners.

STATE OF NEVADA, )  
                          ) ss.  
COUNTY OF ELKO. )

On this 17th day of November, 1943, personally appeared before me, a Notary Public in and for the County and State aforesaid, JOE PIERETTI, one of the co-partners, and HENRY C. MERRICK, a single man, known to me to be the persons described in and who executed the foregoing instrument; who acknowledged to me 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.

(Notarial Seal)

John E. Robbins  
Notary Public.

Recorded at the request of McNamara & Robbins Dec. 11, A.D. 1943 At 30 minutes past 10 A.M.

Peter Merialdo -- Recorder.