These Articles of Agreement made on the twenty fifth day of April, in the year of our Lord Eighteen hundred and sixty by and between Edward C. Ropes, and Benjamin F. Dalton, both of Lawrence, Douglas County, and Territory of Kansas - Witnesseth

Whereas it is the intention of said parties, to enter, and form, a copartnership, for the purpose of carrying on the business of Gold mining, in the region of the newly discovered mines in the Western part of Kansas and Nebraska, Territories, and more particularly of working by machinery or otherwise, certain mining claims purchased and obtained by said Ropes, ten in number, for which purpose the parties hereto have agreed, to carry on said business, on the following terms and agreements, -

Said Ropes, in consideration of the covenants and agreements, hereinafter expressed, to be performed by said Dalton, doth hereby transfer, set over and assign unto said Dalton, and his assigns, one undivided half of all his interest in and to all of said claims certificates of of which are held by said Ropes and which are numbered 2, - 3 - 5, 6, 7, 8, 9, 10, 11, 12, respectively, on the Pike's Peak so called, North East, of the discovery claim said certificates being duly recorded, and here, referred to for greater certainty and made part and parcel of this agreement, as if more particularly here in set forth, to have and to hold said undivided half of said claims to said Dalton and his legal representatives, together with all the privileges thereto appurtenant, and subject to all the liabilities thereto belonging, but without any warranty, as to title or otherwise, except that the certificates thereof, are duly

B. F. Dalton

recorded according to the custom of miners in that region.

Said Dalton for his part hereby bargains and sells unto said Ropes, in consideration of the covenants and agreements, herein expressed, to be performed by said Ropes, the undivided half of all the goods and chattels, in the schedule hereto annexed, and marked "A" mentioned and described, and said Dalton agrees to forward and deliver the same at his own expense, at said claims; to advance to said Ropes, money to defray his expenses in procuring the machinery, and other articles in said schedule mentioned, and to advance such sums of money, as shall be necessary, for the support of said Ropes including his fare by express to the mines, and for the successful commencement of said business or until the same shall be abandoned, by mutual consent; including all outlays necessary and proper in the prosecution of said business.

It is mutually understood between said parties as follows

That the undivided half of said claims transferred as aforesaid, are to be taken at the estimated value of Four thousand dollars, that all of said goods and chattels, are to be taken at the prices carried out in said schedule, and shall, including the expenses of forwarding the same, to the mines together with the other advances made by said Dalton as before mentioned, to taken as an equivalent for said undivided half of said claims - provided, however, if the entire value of the undivided half of

said goods and chattels, and expense of transport and other advances just named, shall not amount to Four thousand Dollars, then said Dalton shall make up ~~one half of~~ the deficiency, out of his share of the profits, and if this exceed, that amount, then ~~one half of~~ the excess shall be deducted, from said Ropes share, of the ~~property~~ profits, that all said claims may be worked, and all the machinery goods and chattels, aforesaid may be employed, in said business, there shall be kept, books which shall exhibit a full just and true account, of all matters and things done, laid out, expended, and received, in the pursuit of said business, there shall be on the first day of August next, an account taken and rendered, and a division of profits, if any, and likewise quarterly, thereafter and in the interval neither party, shall take from the common stock, more than fifteen Dollars per week, that all the moneys advanced, and expenses incurred, by said Dalton, shall be charged to the partnership account, subject to the payment, of the Four thousand Dollars aforesaid —

This Partnership shall continue for the term of three years and during said term, each party shall give his, undivided attention to said business, and shall partake of the profits share and share alike, it being nevertheless understood that said Dalton shall have a reasonable time, and shall use all diligence, in closing his present business in Lawrence, aforesaid and for his time consumed therein, a just allowance shall be made, in the partnership account of Dalton and Ropes neither party shall, during said term, engage in any other business, without the consent of the other, nor transfer his interest in the business without the consent

of the other, and all claims hereafter obtained or purchased by either or machinery, or goods & chattels bought, by either, for mining purposes, shall be in joint account, and applied for the mutual benefit of these parties, and neither shall without the consent of the other enter into any deed covenant, bond or judgment. or become bound as bail, or surety which can by legal possibility affect the other

In witness whereof, the said parties have hereunto set their hands and on the day and year above written

Sealed and signed in presence of
Charles Ingersoll
Geo. W. Collamer.

Edward C. Ropes [Seal]
Benj F. Dalton [Seal]

Schedule
A

Copper Wire		5 00	
McAppleline Dictionary		12 25	
Selling of Boston Rubber Co		63 29	
~~Joint Lives Exp going for Price~~		~~75 00~~	
Tubes for Boiler		82 46	
Perforated Iron		3 00	
Hoops, Iron Washers		2 95	
1 Pair Gold Scales		5 00	
Magnet & Microscope		2 25	
Goods at St Louis		14 96	
Instruments of Sheldon		2 00	
Microscope Case		20	
1 Nest Crucibles of Gratin		25	
Pick, Adz, & Hammer Handles		7 41	
1 Paint Brush		41	
3 Iron Pans of Barker		3 00	
1 Cafe Chemin del Thompson		3 00	
41 ℔ Candles	25	10 11	
3 Gall Oil	100	3 11	
1 Can "Oil"		1	
6 Ax Handles		1 25	
1 Hatchet		75	
55 ℔ Nails	5	2 75	
Perforated Irons		1	
Iron Spoons del Thompson		75	
1 Pair Pants "		3 11	
Hatchet Repairing Cattle "		50 11	
17 1/2 ℔ Rope		2 63	
1 Tent del Thompson		10 11	
12 Tin Cups		1	
9 " " "Thompson"		75	
1 1/2 Sett Knives "		2 25	
1 Camp Kettle		1	
1 1/2 Sett Knives & forks		2 25	
1 Camp Kettle		50	
3 Pans		50	
1 Spoon		20	
1 " del Thompson		20	
1 Ladle & fork		40	
1 Frying Pan		60	
11 Tin Plates "Thompson"		71	
14 " "		1	
1 Bread Pan		75	
1 Bake Oven		1 44	
150 ℔ Nails	4½	6 75	$54 11 64

R. F. Dillin

Schedule
A

			$34 11
1 Bake Oven del Thompson	1 60		
1 Bread Pan "	75		
Knife & fork "	50		
1 Auger & Handle	1 41		
1 Rubber Coat del Thompson	3 50		
1 Pair Pants "	3 50		
1 " do "	1 75		
4 " Socks "	1		
4 Shirts "	3		
1 Hat "	1 75		
1 " "	1 25		
Medicine Prentiss & Greenwood	5 60		
1 Compass	8 00		
22 Yds Duck Thompson	5 50		
4 Yokes & 1 Chain "	21 50		
Mdse del Whitney for "	12 00		
Lemingtons a/c "	15 00		
1 Doz Sett Bow Keyes "	1 00		
Groceries of Soloman "	5 41		
Ox Bows	2 40		
Kuskadden Hes Bill	41 50		
" " " del Thomp	71 59		
2 Trucks "Ses Churchill"	26 00		
1 Waggon del Thompson	115 00		
1 Jacks "	2 50		
132 ℔ Austin Bar	9 25		
39 ℔ Windlass Iron	7 80		
2 Rope Hooks & Thimbles	1 75		
43 ft Axle Tree Timber	1 31		
1 Axe	13 86		
1 Bellows	16 50		
1 Tyam Iron	1 75		
1 Wood Saw	1		
1 Frying Pan del Thompson	1		
1 Grind Stone	2 25		
2 Paper Tacks	10		
2 " " del Thompson	10		
1 Saw File "	25		
1 Gimblet "	20		
21 1/2 ℔ Hemp Packing	3 17		
14 3/4 ℔ Round Iron	71		
1 Lantern "Thompson"	65		
3 ℔ Rosin	15		
13 ℔ Rope	1 82	65 11	49
		$99	13

Schedule
A

		$991 13
1 Camp Kettle		50
Ferrying Mule Team		50
2 Large Gold Pans	3	
Rivits		20
6 Brush Com del Thompson		210
Mending Waggon "		75
Cash Pd "		150
Cash paid "		57 00
Weighing " "		125
Lantern, Matches & Laches "		465
Shoeing Cattle "		200
Cash Paid Payne		12 00
Gass Pipe & Lager		125
Keeping Mules & Board		950
Bounds of Brown		50
Saddle & Bridle "Thompson"		10 00
10 lbs Steak "		100
6 Loaves Bread "		60
Mese del Spear for "		500
Thompsons Bill at Sands		3 45
Ferryage of 5 Teams		550
Mese Team Ferryage		1
Roots at Wheemarth		3 50
76½ lbs Quicksilver E. & F. King Co		42 18
1 Cross Cut Saw		2
1 C. S. Cut Auger 1¼	9	9
29½ Bow Auger Bits	8	234
½ Doz Patent Gimlets		75
1 Screw Brace 58. 1 do 75		133
½ Doz Mill Saw Files 14 in		288
½ " " " " "		352
½ " Tapey "		95
1 9/16 lbs Oil Stone		66
1 Try Square		46
2 Adz Eye Hammers		150
1 Auger Handle		6
1 Bench 75. 1 do 150		2 25
1 Gross Screws No 13 - ½ in		46
1 " " " 15 " 2 "		73
1 " " " 20 " 2½ "		127
1 " " " 20 " 3 "		171
50 ft Safety Fuse		125
1 Broad Hatchet		75
		$194 60
		$1185 73

Schedule
A

$1185

1 Square	75	
1 Pair Calipers	50	
1 " " Inside	88	
1 Reamer	12	
1 C. Sieve	12	
1 Pair Spring Dividers	50	
1 " Compasses	19	
1 Double Smooth Plane	62	
1 " Jack "	69	
1 Jointer " 22 in	1	
2 Hand Saws	2 75	
1 Plumb & Line	1 38	
1 Doz C. S. Shovels	9 00	
2 Hand Axes	1 20	
10 ℔ Rosin	50	
5 ℔ Flux	25	
1 Froe	1 12	
7 ℔ Polish	84	
1 Bottle for Polish	20	
1 Framing Chisel 1½ in	56	
1 " " 2 "	62	
3 Hand Hoes	1 50	
6 Balls Wicking	30	
1 Draw Knife	83	
1 Gs. Plane	88	
1 Oil 1000. 1 do 1 50	2 50	
Cases & Carting	1 50	
10 ℔ B. Lead	70	
1 Yoke Cattle "Walker" del Shop	65 00	
1 " " D. D. Smith "	50 00	
2 " " S. S. Hicks "	140 00	
1 " " Isaac Cauldings "	58 00	
1 " " S. S. Hall "	60 00	
1 " " T. Cordis "	55 00	
1 " " D. S. Mailon "	65 00	
2 " " G. G. Crane "	145 00	
1 " " Frank N. Cram "	60 00	
1 " " H. R. Ramson "	50 00	
1 " " O. Andersen "	40 00	
1 " " S. Hendry "	40 00	
Telegh Despatch "B. M. & C."	2 60	
Charges on Perforated Iron	2 28	
" Goods St Paul "Wet Cloud"	3 85	873 53
		$2059 26

The fourth item for tubes for Boilers Amounting to $32.40 is to be deducted if it is in the future ascertained to be Charged twice. And the third item of Expenses of John Grow's Expenses for $7.00 was Passed before signing.

Edward C. Rogers

Benj. F. Dillon.