

recorded according to the custom of miners in that region.

Said Dalton for his part hereby bargains and sells unto said Lopez, in consideration of the covenants and agreements, herein expressed, to be performed by said Lopez, the undivided half of all the goods and chattels, in the schedule hereunto annexed, and numbered "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 Lopez, 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 Lopez 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, be taken as an equivalent for said undivided half of said claims - provided, however, if the entire value of the undivided half of

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