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**IN THE MATTER OF THE DETERMINATION OF THE RELATIVE
RIGHTS IN AND TO ALL WATERS, BOTH SURFACE AND
UNDERGROUND, LOCATED WITHIN DIAMOND VALLEY,
HYDROGRAPHIC BASIN NO. 10-153, EUREKA AND ELKO COUNTIES,
STATE OF NEVADA**

**Exhaustive Chain of Title and Exhibits in Support of
Proofs of Vested Water Rights
Appurtenant to the Diamond Springs Ranch
Eureka County, Nevada
Daniel S. Venturacci, Owner of Record**



VOLUME I OF II

*Prepared by:
Ramona Hage Morrison
Agent for Daniel S. Venturacci*

A. Cover Letter

RAMONA HAGE MORRISON

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rhmorrison@sbcglobal.net

May 26, 2016

Mr. Jason King, P.E.

State Engineer

Department of Conservation and Natural Resources

Division of Water Resources

901 S. Stewart Street, Suite 2002

Carson City, Nevada 89701

RE: IN THE MATTER OF THE DETERMINATION OF THE RELATIVE RIGHTS IN AND TO ALL WATERS, BOTH SURFACE AND UNDERGROUND, LOCATED WITHIN DIAMOND VALLEY, HYDROGRAPHIC BASIN NO. 10-153, EUREKA AND ELKO COUNTIES, STATE OF NEVADA

Dear Mr. King:

Under cover of this letter please find the attached Exhaustive Chain of Title and Exhibits in Support of Proofs of Vested Water Rights Appurtenant to the Diamond Springs Ranch in Eureka County, Nevada, Daniel Venturacci, Owner of Record. Documents include a complete copy of the abstract of title and accompanying documents from the public record and published works.

Please feel free to contact me if you have any questions.

Regards,

Ramona Hage Morrison
Agent for Daniel Venturacci

B. Recent Procedural Record

IN THE OFFICE OF THE STATE ENGINEER
OF THE STATE OF NEVADA

NOTICE OF ENTRY OF ORDER
REINSTATING PROCEEDINGS TO DETERMINE WATER RIGHTS

NOTICE OF ENTRY OF STATE ENGINEER'S ORDER NO. 1263 IN THE MATTER OF THE DETERMINATION OF THE RELATIVE RIGHTS IN AND TO ALL WATERS, BOTH SURFACE AND UNDERGROUND, LOCATED WITHIN DIAMOND VALLEY, HYDROGRAPHIC BASIN NO. 10-153, EUREKA AND ELKO COUNTIES, STATE OF NEVADA.

TO WHOM IT MAY CONCERN:

You are hereby notified that on the 21st day of August 2015, the State Engineer issued an order to reinstate proceedings *In the Matter of the Determination of the Relative Rights In and To All Waters, Both Surface and Underground, Located within Diamond Valley, Eureka and Elko Counties, Nevada.*

All claimants to rights in and to the waters of said source are required to make proof of their claims in the manner prescribed by law. At a later date you will be notified of the period of submitting evidence to substantiate your claim(s) of vested right.



JASON KING, P.E.
State Engineer

Dated at Carson City, Nevada this

21st day of August, 2015.

IN THE OFFICE OF THE STATE ENGINEER
OF THE STATE OF NEVADA

ORDER

#1263

ORDER TO REINSTATE PROCEEDINGS TO DETERMINE WATER RIGHTS IN THE MATTER OF THE DETERMINATION OF THE RELATIVE RIGHTS IN AND TO ALL WATERS, BOTH SURFACE AND UNDERGROUND, LOCATED WITHIN DIAMOND VALLEY, HYDROGRAPHIC BASIN NO. 10-153, EUREKA AND ELKO COUNTIES, STATE OF NEVADA.

WHEREAS, by State Engineer Order No. 800, dated October 8, 1982, the State Engineer initiated an adjudication of all rights to the surface water and groundwater originating within the confines of the Diamond Valley Hydrographic Basin located within Eureka and Elko Counties, Nevada.

WHEREAS, a Notice of Order for Taking Proofs was issued by State Engineer's Order No. 802, dated November 18, 1982. Two subsequent extensions of time for taking proofs were granted, with the final date of the proof period being August 12, 1985.

WHEREAS, the adjudication that was initiated in 1982 failed to progress after the expiration of the August 12, 1985, proof period.

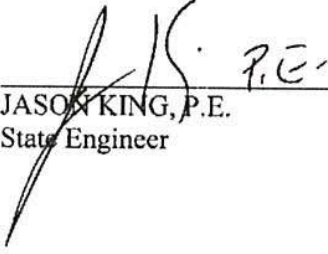
WHEREAS, the State Engineer finds the conditions in the Diamond Valley Hydrographic Basin warrant reviving progress of the adjudication.

WHEREAS, the State Engineer further finds that due to the passage of more than 30 years after the last activity in the adjudication, that this Order made pursuant to NRS § 533.090(1), reviving the adjudication is appropriate.

WHEREAS, all claimants to rights in and to the surface and underground waters of Diamond Valley who have not previously done so, will now be required to make proof of their claims in the manner prescribed by law.

Order No. 1263

NOW THEREFORE, the State Engineer hereby Orders that the adjudication will be accomplished according to the procedure set forth in NRS Chapter 533; and, at a later date, all claimants will be notified of the period for submitting evidence to substantiate any claim of vested right.



JASON KING, P.E.
State Engineer

Dated at Carson City, Nevada this

21st day of August, 2015.

IN THE OFFICE OF THE STATE ENGINEER
OF THE STATE OF NEVADA

#1266

ORDER

NOTICE AND ORDER FOR RESUMPTION OF TAKING PROOFS IN THE MATTER OF THE DETERMINATION OF THE RELATIVE RIGHTS IN AND TO ALL WATERS, BOTH SURFACE AND UNDERGROUND, LOCATED WITHIN DIAMOND VALLEY, HYDROGRAPHIC BASIN NO. 10-153, EUREKA AND ELKO COUNTIES, STATE OF NEVADA.

TO WHOM IT MAY CONCERN:

Notice is hereby given that the State Engineer will commence (resume) taking Proofs of Appropriation *In the Matter of the Determination of the Relative Rights In and To All Waters, Both Surface and Underground, Located within Diamond Valley, Eureka and Elko Counties, Nevada*, on the 30th day of November, 2015.

All claimants to the waters of said Diamond Valley must file their Proofs of Appropriation in the Office of the State Engineer on or before the 31st day of May, 2016 as provided for under NRS 533.110.

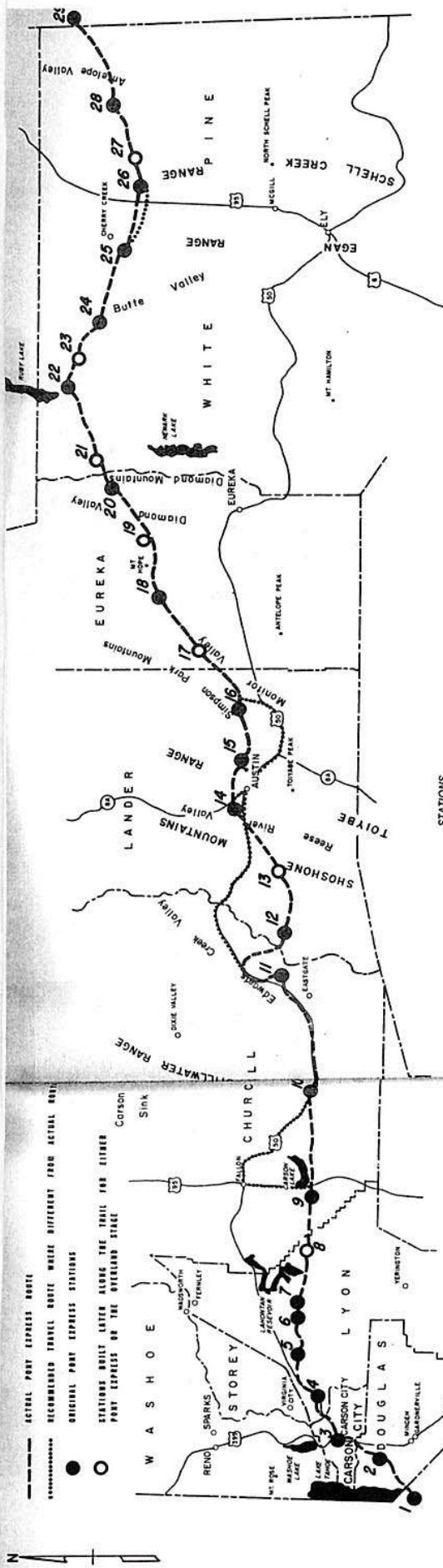


JASON KING, P.E.
State Engineer

Dated at Carson City, Nevada this

16th day of October, 2015.

C. Maps of Property



- - - - - ACTUAL PONY EXPRESS ROUTE
 - - - - - RECOMMENDED TRAVEL ROUTE WHERE DIFFERENT FROM ACTUAL ROUTE
 ● ORIGINAL PONY EXPRESS STATIONS
 ○ STATIONS BUILT LATER ALONG THE TRAIL FOR OTHER PONY EXPRESS OR THE OVERLAND STAGE

1. FRIDAY'S
2. GENOA
3. CARSON CITY
4. DAYTON
5. MILLER'S (REEDS)
6. FORT CHURCHILL
7. BUCKLAND'S
8. HOOTEN WELLS
9. CARSON SINK
10. SAND SPRINGS
11. COLD SPRINGS
12. SMITH CREEK
13. DRY WELL
14. JACOB'S SPRING
15. SIMPSON PARK

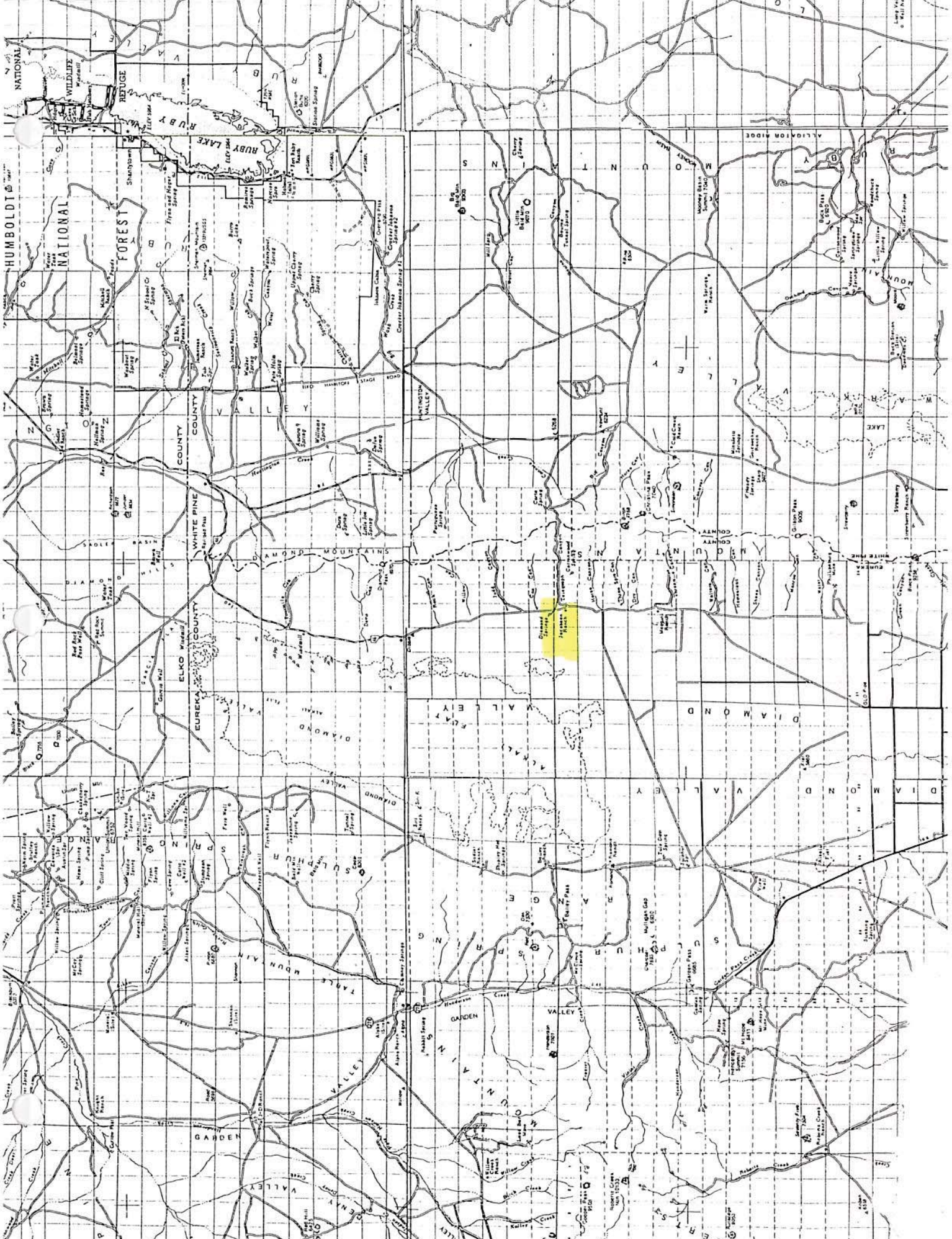
STATIONS

16. DRY CREEK
17. GRUBB'S WELL
18. ROBERT'S CREEK
19. SULPHUR SPRINGS
20. DIAMOND SPRINGS
21. JACOB'S WELL
22. RUBY
23. MOUNTAIN SPRINGS
24. BUTTE
25. EGAN CANYON
26. SCHELL CREEK
27. SPRING BALLEY
28. ANTELOPE SPRINGS
29. DEEP CREEK

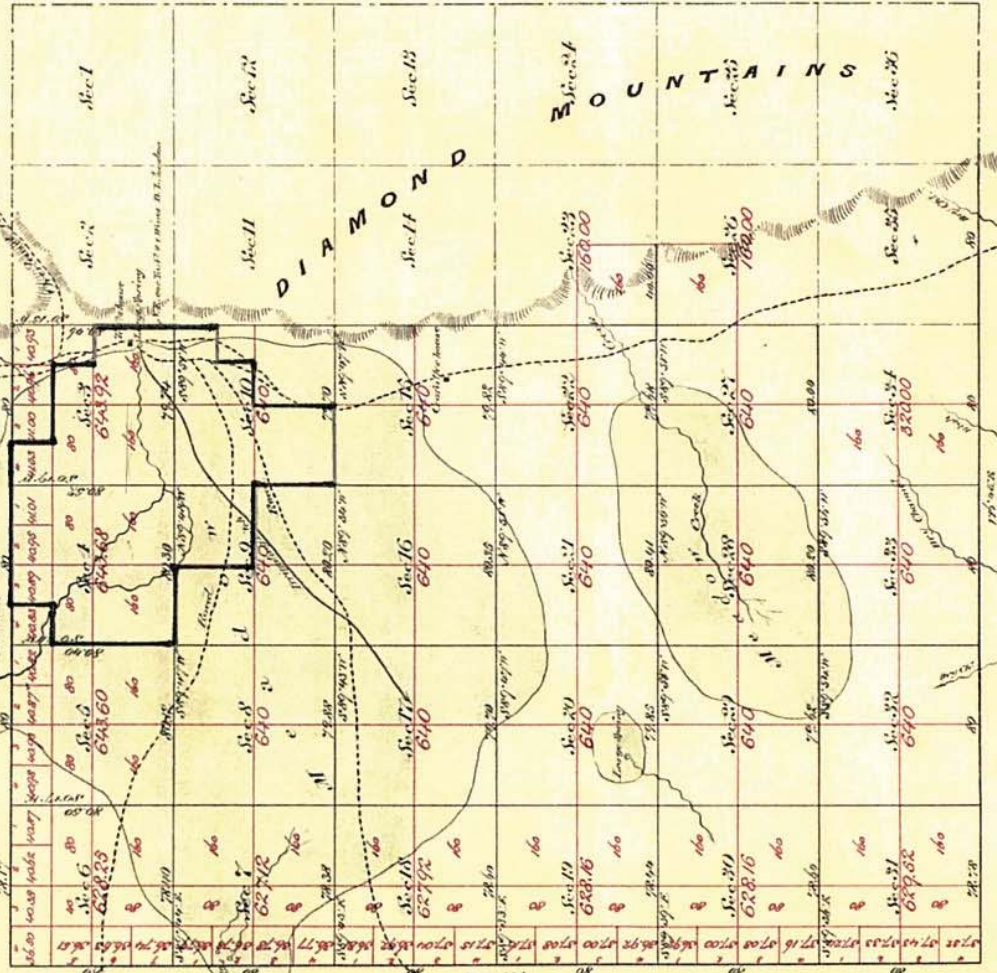


1860-61

NEVADA PONY EXPRESS ROUTE



Township No 23 North Range No 3 East Mount Diablo Meridian



Survey description	By whom surveyed	Date of land	Date of survey	Was surveyed
	by order of	1854	11 - 25 - 86	1855
	by order of	1854	11 - 25 - 87	1857

2149

AS 2000 25.5 ac.
 3 187.2 204 "
 2.5 187.4 46 "

Original plan of public land surveyed
 by order of the Commissioner of the General
 Land Office

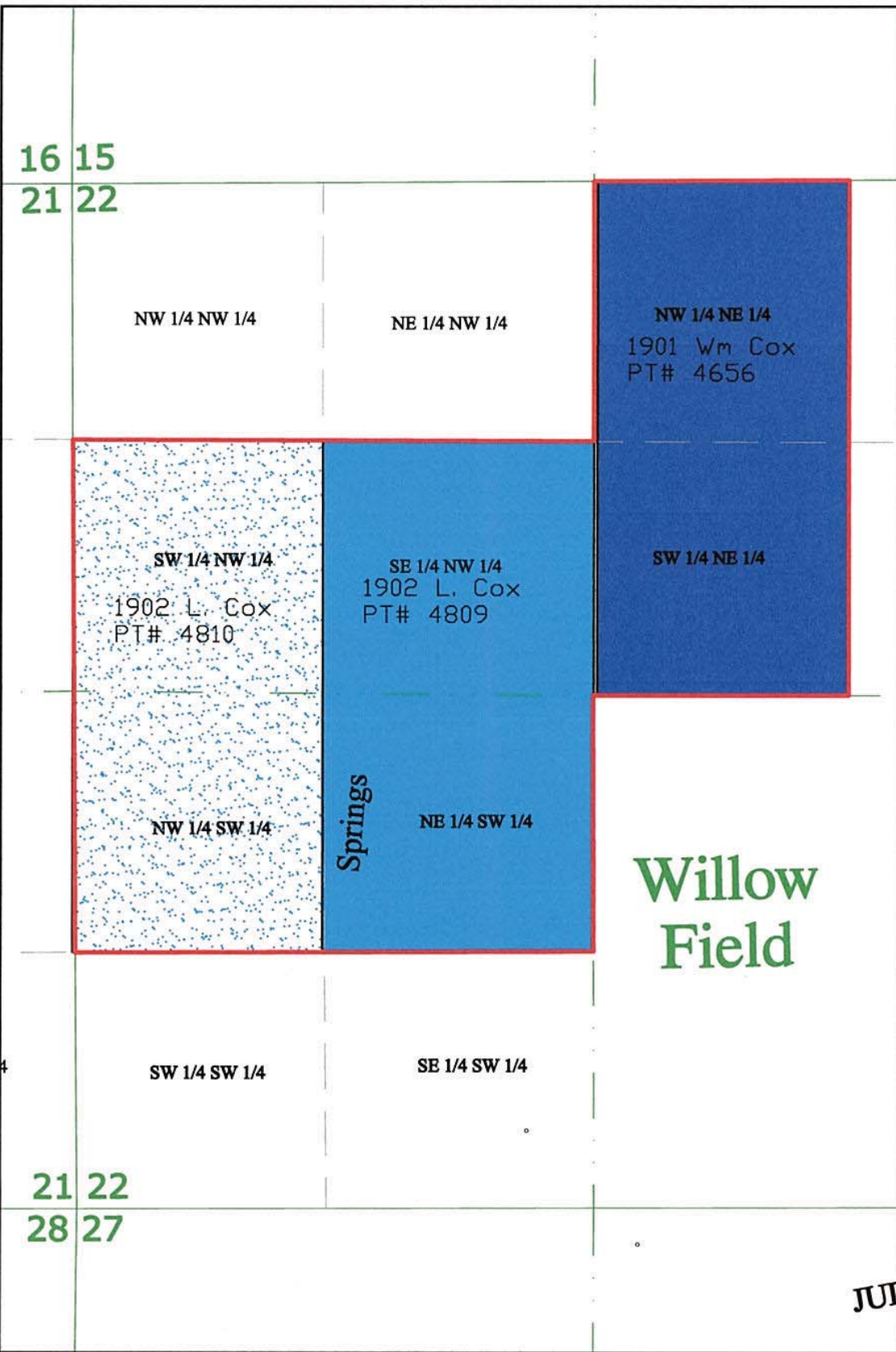
Completed July 22nd 1874

Additional lines not shown until now with variation 11-05 East

For above map of township 23 North of Range 3 East Meridian, public land, which is available to the public under the survey laws in full on this office
 U.S. Survey, Mount Diablo
 to give July 22nd
 1874

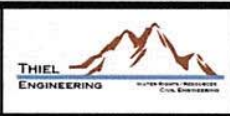
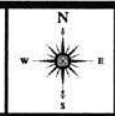
W. B. Smith
 U.S. Survey, Mount. Di.

T-23 N. R. 3 E V D

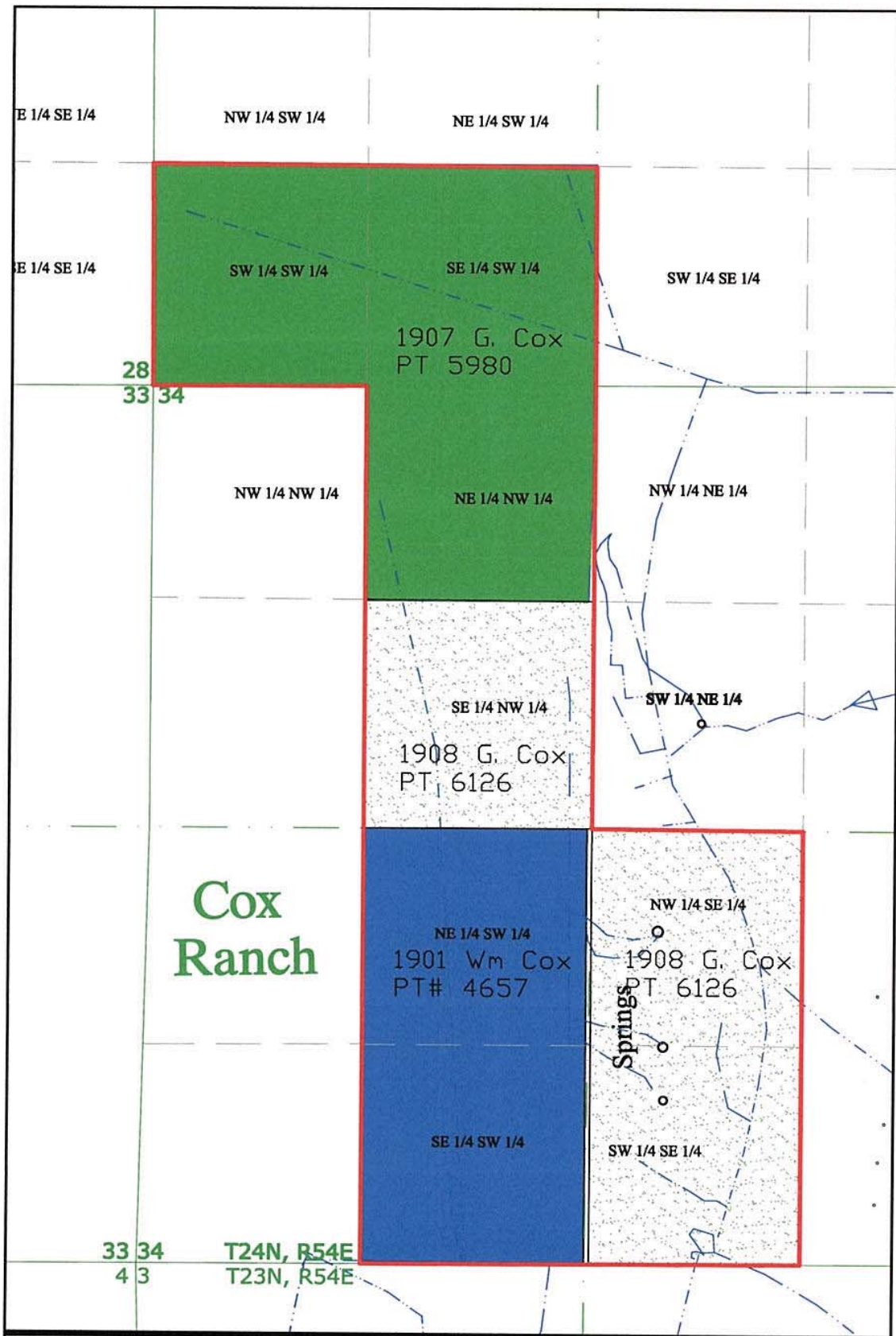


**Patents Willow Field
Townships 24 North, Range 54 East**

Note: This map is for display purposes only and does not represent a survey. Use for any other purpose is prohibited.

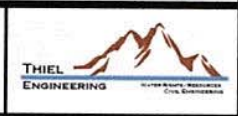
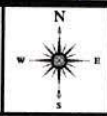


JUL



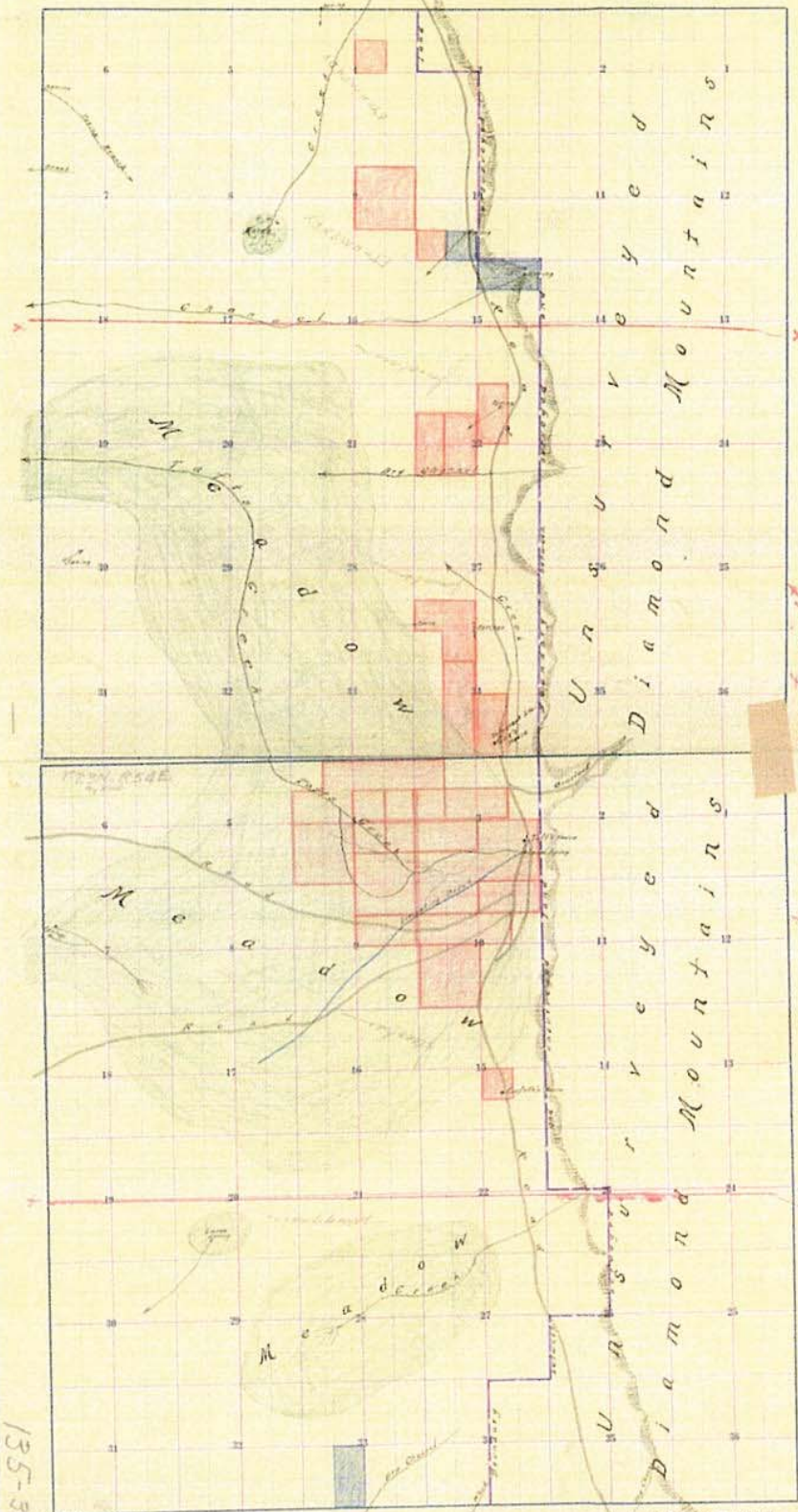
Patents Cox Ranch
Townships 24 North, Range 54 East

Note: This map is for display purposes only and does not represent a survey. Use for any other purpose is prohibited.



TOWNSHIP PLAT

Township No. *24 North*, Range No. *54* East, M. D. B. and M.



135-30

The tracts colored in "red" herein are lands that the title or claims have not yet returned to the public applicants therefore. The lands colored in "blue" herein are lands belonging to the State of Nevada, which has been withdrawn from all forms of entry. All Rights.

Office of the Surveyor General, Carson City, Nevada. February 9th, 1905.

135-30

8/1934

T. 22N.

T. 23N.

T. 24N.

T. 25N.

R. 22E.

R. 23E.

R. 24E.

R. 25E.

R. 26E.

R. 27E.

Range Claim Map
of
J.P. Jacobson
Eureka, Nevada



632-34

1934, Dec 15

D. Legal Description Of Property

LEGAL DESCRIPTION
of
PATENTED LANDS

Diamond Springs Ranch
Eureka County, Nevada
Owner of Record: Daniel S. Venturacci

T23N R54E

Sec. 3: SW $\frac{1}{4}$ NE $\frac{1}{4}$; Lot 4; S $\frac{1}{2}$ NW $\frac{1}{4}$; S $\frac{1}{2}$.

Sec. 4: Lots 1, 2 and 3, S $\frac{1}{2}$ N $\frac{1}{2}$; S $\frac{1}{2}$.

Sec. 9: NE $\frac{1}{4}$.

Sec. 10: N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$

T24N R54E

Sec. 22: W $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$

Sec. 27: S $\frac{1}{2}$ SW $\frac{1}{4}$

Sec. 34: E $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$

E. History Of Diamond Springs Ranch

History of Diamond Springs Ranch: Narrative in Support of Proofs of Vested Claims to Waters Appurtenant to the Diamond Springs Ranch

**Owner of Record: Daniel S. Venturacci
Eureka County, Nevada**

Overland Mail Co. and Wells Fargo Co.

While Nevada was still a part of the Utah Territory, Diamond Springs Ranch was first settled in 1959 as a Stage Station and ranch in support of one of only two Overland Mail Company routes connecting the eastern State's commerce to the gold fields of California. The abundant water and naturally sub-irrigated meadows found at Diamond Springs assured the property a permanent and prominent role as an overnight stage station, farm and a stock raising homestead instrumental in supplying the Overland Mail Company enterprise through the Nevada desert.

To understand the significance of the Overland Mail route in connecting the commerce of California across the largely unsettled regions in between to the settled Eastern states it is necessary to understand the role of Overland Mail Company, which subsequently became the Wells Fargo Company. The companies shared many board members. Henry Wells and William G. Fargo, both began their express careers as messengers in upstate New York. They joined forces in 1845 and commenced the process that would result in bringing the functions communications, speedy, more reliable transportation and banking together in California. The creation of American Express Company in 1850 was the result of their joint endeavors. Wells Fargo & Company was formed March 18, 1852, two years to the day after American Express. Fradkin, p. 6, EXH 162. "Imagine a business today that combines the communications aspects of mail, e-mail, faxes and the telephone; the transportation of heavier goods by parcel post and express mail, and an armored car service; and the plethora of financial arrangements supplied by modern intrastate, interstate, and international full-service banks. That was an express company in the nineteenth century; there simply is no equivalent today." Fradkin, p. 1, EXH 162.

Wells Fargo was not incorporated; it was established in New York as a joint stock association. That meant the directors or shareholders were personally liable for losses, but also there were no reporting requirements or stockholder or government overseers. Fradkin, p. 9, EXH 162. A New York State mentality and American Express directors dominated the Wells Fargo board for its first seventeen years. Meanwhile the principal agents operated the business on the ground in San Francisco. Fradkin, p. 10, EXH 162. During the last five months of the first year in operation, the firm shipped \$312,000 worth of gold to New York. Fradkin, p. 11, EXH 162.

Recognizing a market for more reliable mail service in the West, Wells Fargo overcame the government mail monopoly by buying large quantities of government stamped envelopes, adding the company's

stamp or frank, and selling the double-stamped envelopes for two to three times the Post Office price. Like modern day Federal Express, customers were provided a speedy and secure delivery of mail, instead of the very troubled, irregular U.S. mail service in the West. Other than costly, brief telegrams that could not be sent across the country until 1861, there simply was no more efficient way to communicate than through the Wells Fargo/Overland Mail express business of U.S. Mail. Fradkin, p. 24, EXH 162.

Since 1848 there had been scattered attempts to transport the mail overland to California. The vast bulk of mail went by steamship via the Isthmus of Panama until the Overland Mail Company, also known as the Butterfield Overland Mail after its president and major stockholder, John Butterfield of American Express, began to put a dent in the maritime delivery in 1858. Fradkin, p. 30, EXH 126.

Congress had passed a bill in March 1857 sanctioning an overland stage service. Butterfield and William Fargo wrote a proposal to the postmaster general in June, and later that year Butterfield and his associates were awarded the contract. The Overland Mail Company was formed in October of 1857 specifically to fulfill the provisions of the \$600,000 contract. Fradkin, p. 30, EXH 162.

The Overland Mail Company was emblematic of the colonial nature of the West. It was an eastern or, to put it more precisely, a New York City—dominated consortium of the largest express companies in the country. Four of the first eleven directors of the Overland were also directors of Wells Fargo. Five of the eleven largest stockholders were either Wells Fargo directors or large stockholders in American Express. Fradkin, p. 30, EXH 162.

Central Overland Route

The “Old Overland Trail” was first scouted by Howard Egan in 1855, which he used to drive livestock between Salt Lake City and California. Its primary benefit was that it reduced the length of travel across the harsh Nevada desert by about 280 miles from the California Trail route along the Humboldt River, making this route about two weeks faster for emigrants. Nevada State Museum, p. 76, EXH 163. However, a major obstacle existed when the trail first opened 1859 since there were no cities or large settlements between Salt Lake and Carson City, and only a few ranches in Ruby Valley. Much of the route between Churchill County and Ruby Valley was utterly desolate with no known settlement or infrastructure in 1859.

Egan located a series of mountain passes and mountain springs in an almost direct path across the middle of Utah and Nevada. The Schell Creek Range could be crossed at Schellbourne Pass, the Cherry Creek Range at Egan Canyon, the Ruby Mountains at Overland Pass, the Diamond Mountains at another Overland Pass, the Toiyabe Range at Emigrant Pass, and the Desatoya Mountains at Basque Summit. Diamond Springs provided one of the few naturally sub-irrigated meadows along the route through the high desert of Nevada. https://en.wikipedia.org/wiki/Central_Overland_Route, EXH 167.

In a business that relied solely on working stage horses and mules, a ready supply of meadow grass, hay and grain were essential to keep the stock strong and provide pasture for rest from their vigorous duties. In modern parlance, grass, hay, and grain were equivalent to “gasoline” prior to mechanized transportation, which was especially scarce and precious in the arid west. The Stage Station was

comparable to a hotel and gas station. Hence, with abundant natural pasture miles from any other pasture, Diamond Springs hugely valuable to a stage operation.

The first overland route was the longer, southern, "Butterfield" year round route, no doubt in part because the postmaster general was a southerner. The mail at the time was viewed as a precursor to settlement, and thus a way to gain southern sympathizers. The first relay of stages, drivers, mules, and horses westward made the grueling 2,700-mile journey in twenty-four days and nights in September and October of 1858. It carried the mail and one through passenger. This was the first true transcontinental mail and passenger service. Fradkin, p. 30, EXH 162.

With the Civil War looming on the horizon, the overland mail and stage route was switched to Central Overland Route on the Egan Trail. From Kansas to California there were 153 stations averaging about a dozen miles between each. The route and a series of stations were completed in three weeks, remarkable especially in Nevada where the "Egan Route" was newly surveyed and Stations had to be erected. Fradkin, p. 41, EXH 162.

Diamond Station was an overnight or "home" station, run by a family acting as caretakers, as well as stockmen and farmers. At a home station drivers were switched and meals were served, at an additional cost of between one and two dollars. The passengers wrapped themselves in blankets and napped on dirt while the beds were for the drivers. Swing stations were where horses or mules were switched. Fradkin, p. 41, EXH 162.

Sir Richard Burton visited Diamond Springs as he documented the Overland Mail Company journey west and wrote, **"The station is name Diamond Springs, from an eye of warm, but sweet and beautifully clear water bubbling up from the earth. A little below it drains off in a deep rushy ditch, with a gravel bottom containing equal parts of comminuted shells; we found it an agreeable and opportune bath."** Nevada State Museum, p. 39, EXH 163.

The expenses of establishing and running an overland stagecoach company were enormous. **On the payroll were headquarters personnel, division agents, harness makers, blacksmiths, carpenters, stock tenders, drivers, messengers, cooks, and agents. Stations had to be constructed. Then there were the costs of acquiring and feeding 2,750 horses and mules and buying harnesses, stages, hay and grain.** The total annual operating cost was estimated at \$2,425,000 in the early years when the mail contract was \$1,000,000 per annum. Fradkin, p. 41, EXH 162.

Newspaper ads were let for those willing to provide mail stations. **It was customary for the company to pay men for keeping the stock, buy all the produce they could raise, and give each station keeper 160 acres of the company preemption/possessory claim.** Hafen p. 220, 161.

The Overland board subcontracted the service east of Salt Lake to the Russell firm and retained oversight of its operation. Overland ran to Salt Lake to Carson City, Nevada segment. Fradkin, p. 32, EXH 162.

During the fierce winter of 1859 – 60, the Paiute Indians suffered terribly and blamed whites for their starving condition. The isolated stagecoach and Pony Express stations dominated the few sources of

water and the best grazing grounds in that arid region. The Indians were being pushed aside. Fradkin, p. 31, EXH 162. The lumbering stages, the many stations, and the demands of thousands of horses and mules for pasturage were the first wheeled incursions into territory the Indians regarded as their own. Fradkin, p. 48, EXH 162.

In 1862, Hiram S. Rumsford arrived in Salt Lake City to take charge of the Overland Mail Company office. Cordial relations with the Mormons were the first priority of his job in a company, controlled in large part by Wells Fargo directors. One way to win “their undivided confidence, friendship, and affection,” he noted, was to purchase supplies from the Mormons—“several hundred thousand dollars...in glittering gold” were spent in the first eleven months. The public relations gesture was costly. The inflated prices for feed “were enough to cripple any company.” Fradkin, p. 54, EXH 162.

Shortly after Rumsford arrived in Salt Lake the Indians to the west showed “some hostile signs.” Rumsford wrote in a letter to his wife, “The Government treated with them last summer and promised them ample supplies of food and clothing for the winter. This promise, unfortunately, has not been complied with, and the poor savages are now preparing to remind the officials of the faithlessness by commencing hostilities on the Overland Mail Co.” Speaking about the Deep Creek station, “As game of all kinds has left the valley since the Overland Mail Company established its route along here, the poor savages have had no means of subsistence, except that furnished by the Company. We have fed them liberally acting upon the principal that it is cheaper to feed them than to fight them.” The company paid Howard Egan \$1,800 to furnish beef to the Indians for the first three months of 1862. Fradkin, p. 54, EXH 162.

The Overland Mail Company lost money; the matter was brought to a head in a March 1860 meeting of the Overland Board in Wells Fargo’s New York office. Through a compromise, Butterfield was ousted as president and Wells Fargo directors and allied directors gained a majority on the board. They now had control of the overland mail service. Fradkin, p. 31, EXH 162.

Wells Fargo dominated travel overland by stagecoach from 1858 to 1869 until completion of the Transcontinental Railroad. The 2,000-mile central route was the costliest stagecoach line in the country, if not the world. A one-way through fare ranged between \$225 to \$500. Fradkin, p. 40-41, EXH 162.

The Pony Express and Transcontinental Telegraph

The role of Wells Fargo in the Pony Express is murky. As a profit maker, the Pony Express was a loser; as a necessity in order to acquire the lucrative transcontinental mail and express business carried by stagecoaches, it was a winner. The one-way trip was supposed to be made in ten days in summer and twelve days in winter, no small feat at the time utilizing the existing Central Overland Mail route. First undertaken privately and then under government contract, the Pony Express lasted from April 3, 1860, while Nevada was still part of Utah Territory, to October 24, 1861, upon completion of the transcontinental telegraph. Fradkin, p. 29-30, EXH 162. Overland/Wells Fargo was the successful bidder in 1861 for a dual stagecoach and Pony Express service via the Central Route. Thus, while the

Wells Fargo logo was not overtly emblazoned on Pony Express fixtures, it had de facto control for the last few months of its existence. Fradkin, p. 31, EXH 162.

A separate station was built for the transcontinental telegraph one mile north of Diamond Springs on what is known as the “Cox Ranch,” part of the Venturacci Ranch.

The Pony Express purportedly contributed to the Austin boom when a Pony Express horse kicked over a rock containing ore that drew prospectors and a subsequent silver rush to the region. The city of Austin was mapped out in 1862 by David Buell, and named after his partner, Alvah Austin. By summer 1863, Austin and the surrounding Reese River Mining District had a population of over 10,000, and it became the county seat of Lander County in the newly established Nevada Territory.

www.Wikipedia.com, EXH 169.

Wells Fargo continued to dominate the stage and express service opening offices in Austin with Len Wines of Ruby Valley as agent. The winter of 1865-66 was said to be the most severe since that of 1861, but the mail was carried with fair speed and regularity. A letter from Ruby Valley, Nevada, under the date of December 29th says the snow was fifteen inches deep on the level, and from three to fifteen feet where the road crosses the summits. “Notwithstanding these difficulties the Overland Mail Company’s stages arrive and depart with their usual regularity, making the trip from Salt Lake City to Virginia City in 120 hours; distance six hundred miles. **This Company never was in finer condition for winter service, having an abundance of grain for their horses, as well as hay; plenty of provisions for their men, and sleighs and light coaches distributed so well along the route that it is impossible for snow or anything else to stop them.**” Hafen, p. 288, EXH 161.

Wells Fargo continued to operate the Express Service and stagecoach business on the Central Overland Route until the completion of the transcontinental railroad in 1869, at which point it sold off much of its holdings. EXH 13. Diamond Springs continued to serve as a stage station for the freighting business necessary to support the mines and town of Eureka until the advent of motorized transportation.

Lander, White Pine and Eureka Counties

Lander County was one of the original Nevada Territorial Counties and included current Elko, White Pine and Eureka Counties. White Pine County was established by an Act of the Legislature in 1869, and included the east side of Diamond Valley and the Venturacci Diamond Springs Ranch. Eureka County was created out of Lander County by an Act approved March 1, 1873. The Eureka County boundary was further modified in 1875 and again by an Act passed March 2, 1881, wherein a small strip was added to the eastern boundary of Eureka County, being detached from White Pine County. It begins at a point where the eastern boundary of Eureka crosses the summit of the Diamond range of mountains, and extends northward along the summit of the mountains to the southern boundary of Elko County, placing the Venturacci Diamond Springs Ranch in Eureka County. Thompson & West, p. 426, EXH 164.

Unfortunately, the original White Pine County courthouse, which was located in the first county seat of Hamilton, burned in 1885 destroying all recorded documents and assessment rolls. During the 11-year period this region of Diamond Valley was part of White Pine County, the Eureka County recorders office retained some, but not all, transcribed records involving properties in the area. Deeds and records applicable to the Diamond Springs Ranch are referenced herein and included in the Abstract of Title.

Predecessors in Interest:

Overland Mail Company/Wells Fargo Co. and its Agents at Diamond Springs Station

While its always difficult to establish the exact history of persons and property involved in a major national corporation, the public record records the involvement of several key individuals in the establishment of the Diamond Spring Station and ranch beginning in 1859. It is important to note that an overnight station did not just entail a Station corral and barns, but also included the necessary, pasture and hay for working livestock as well as beef cattle to supply meat. While the Overland Route and Pony Express stations were built in 1859 when the Egan trail was opened, the first recorded land claim, or Possessory Interest Survey as required under Nevada Territorial Law was completed February 19, 1864 at Diamond Springs for 640 acres by H. P. Rumfield, an Agent for the Overland Mail Co. EXH. 2.

In the fall and winter of 1863-64 a series of other surveys were recorded as part of the Overland/Wells Fargo including the Diamond Springs Possessory Claim in February 1864. Len Wines, an Agent for the headquarterd in Austin, partnered with several others such as Butterfield, Howard Egan, S. Woodward, J. Stone, C.A. Griswold, and H. P. Rumfield, Agt., to file possessory interest claims for both stations including Ruby Valley and Egan Canyon, and land that could be irrigated in close proximity to the Overland Route. Len, Norman and Ira Wines, brothers, were early Mormon settlers who built a grist mill and claimed substantial interests in Ruby Valley and elsewhere for the purposes of growing grain and hay which they subsequently sold to the stage company. EXH 9. The brothers figured heavily in this enterprise, serving as agent, or chain-men on the surveys or obtaining ownership of the possessory claims at the respective stations. In this same batch of surveys filed by Len Wines and several partners were the first possessory claims to both the Bailey Ranch and Sadler Ranch registered in the fall of 1863, presumably to provide livestock, pasture and hay in support of the Overland/Wells Fargo enterprise. Conversely, while hundreds of surveys were filed by settlers in Reese River, Smokey Valley, Grass Valley, and Cortez during the Austin boom, after an exhaustive search of the public record, few early surveyed claims for land were found in the public record on the route between Austin and Ruby Valley other than the surveys mentioned above. EXH. 168.

Lander County Property taxes were assessed on the Overland Mail Survey at Diamond Springs Station with Len Wines identified as Agent. EXH's 3, 4, 6 & 8. **In 1865, Norman Wines is listed in an IRS tax list as living at Diamond Springs. EXH 5. N. Wines was assessed property taxes at Diamond Springs in 1867. EXH 10. In 1868, the Wines brothers entered into a partnership agreement involving their sole and separate properties as well as properties owned by the partnership. EXH 11. Norman Wines identifies Diamond Springs as belonging to him, acquired from the Overland/Wells Fargo**

companies as an inducement to herd stock and run the stage station. Hafen p. 220, EXH, 161. A Wells Fargo Mortgage is also included as an example of the business relationships, not all recorded, between Wells Fargo and those selling supplies to the company. EXH 12.

In 1875 White Pine County records show Norman Wines obtained a mortgage from Wells Fargo & Co. on the Diamond Springs Ranch located at Diamond Springs Station. EXH 17. In 1878 Ed Leventhal sold property in the vicinity of Diamond Springs to N. Wines. A couple months later Wines sold the property to George W. Taft. EXH's 20 & 21. These two deeds are part of the incomplete transcribed records of White Pine County.

In 1879, the General Land Office completed the Official Survey Plat for T23N R54E and T24N R54E, allowing owners of land that had been claimed and assessed for taxation as a possessory claim under Nevada law to finally acquire patents to perfect their claim. From 1881 through the 1920's the land claims of the original settlers and the Venturacci predecessors-in-interest were gradually perfected by patent under state contract as State Select Land Patents. The survey of T23N R54E identified water related features such as an irrigation ditch, meadow and springs, and "Taft's Creek". "Taft's House," located in Section 3, is the original Overland Mail Company Stage Station. "Crofut's House" is located in Section 15. The N.E. Corner of Taft and Wines Location is identified as well as the road to Overland Pass. The survey of T24N R54E, identifies W. F. Cox's house also known as the old Telegraph Station, as well as the Overland Road and springs. EXH. 22 & 23.

The 1875 Nevada State Census lists N. Wines as living in White Pine County as a stock raiser. W. F. Cox is listed in the same census as the Telegraph Operator with N. Wines as head of household. Isaac Crofut, a telegraph rep. and A. C. Dibble, a herder, are also recorded. EXH. 18. The 1880 U.S. Census identifies George W. Taft, stock farmer; Isaac Crofut, telegraph operator and William F. Cox as farmer, all residing in the Diamond District of White Pine County. EXH. 24.

George W. Taft, William Dewey and Diamond Springs Station

In 1882, George Taft, an early settler of Diamond Valley who also owned property at the Sadler Ranch, applied under state contract for 160 acres of land to a patent located within the original 1864 Rumsfield Overland Mail Survey at Diamond Springs Station. EXH. 28. In 1881, William Dewey filed for a contract for 320 acres of the Rumsfield Survey of State Select Land, for which George Taft is listed as agent. EXH. 25. Dewey may have served as an "entry-man" for Taft, who subsequently paid taxes on the property until Dewey quitclaimed the property to Taft, in 1886, recording the transaction in 1888. EXH's. 26, 32, 33, 34, 37 & 38. In 1889, Taft filed a water claim for all of the waters of Diamond Springs. EXH. 43.

Taft sold what became known collectively as the "Taft Ranch" to Mrs. N. M. Millett of Alameda Co., California in 1894. EXH. 50. That same year William Dewey was issued a patent for the land George Taft had purchased from him in 1886. EXH. 51. Mrs. N. M. Millet also secured a mortgage of \$1,000 from Eureka County Bank for the land and **100 head of cattle**. EXH. 52. When Taft paid the last taxes on the property that same year, In 1894, he also was assessed taxes on the following personal property: **10 young horses; 100 wild range horses; 25 milch cows; 50 head stock cattle; wagons; hay press; mower**

and rake; creamery machinery. EXH. 56. One hundred head of cattle were listed in the mortgage while only 50 were claimed in payments to the county tax collector.

Miss Matilda T. Smith, sister and heir to Mrs. N. M. Millet, paid taxes on Diamond Springs Ranch in 1897. EXH. 61 & 62. In 1900 Henry Millett paid the taxes on the ranch. EXH. 67. Finally in 1902 the ranch was sold out of probate by A. B. Millet, Administrator and nephew of Matilda T. Smith, deceased, as well as Henry P. Millet, another nephew, both residing in Smokey Valley, Nevada. In the probate it was noted that the petitioner leased the Taft ranch and premises for the term of three years to Nelson Toft and sold the ranch to him for \$3,500. EXH. 76, 77, 78 & 79. It is likely Toft had leased the ranch prior to 1900.

William Cox, Isaac Crofut, and Dan Dibble

William Cox and Isaac Crofut first came to Diamond Valley to work for the Western Union Telegraph Company. **Property taxes were first assessed to Western Union in 1869** upon completion of the line. EXH. 15.

After the Civil War, two young men from Connecticut Isaac "Ike" Crofut and Daniel Dibble came west to join in the mining excitement. Crofut, p. 1, EXH 165. Working odd jobs on their way West, ultimately reaching Ft. Leavenworth, Kansas, they hired on as muleskinners to supply General Custer in the field. Later, they cowboied for the Whetstone Indian Agency. In the spring of 1871, they were hired to drive 5,000 head of Texas steers to be delivered to the Mormon Church in Salt Lake City, arriving there in the autumn of '71. Crofut, p. 3, EXH 165.

In Salt Lake City at the time was an agent for Wines and Montgomery of Ruby Valley, Nevada, who purchased some six hundred head of these same stock, and engaged Crofut and Dibble to drive them on to Ruby Valley. There they summered in Secret Canyon. Dibble hired out to drive beef cattle from there on down to Pioche and Eureka, while Ike Crofut hired out to Pete Lovell as a telegraph line maintenance man. Crofut. pp. 4-5, EXH 165.

Family Ties

In order to understand the conveyances of predecessors in interest on the Venturacci Ranch it is necessary to understand, with very few exceptions, the neighbors in this northeastern part of Diamond Valley intermarried, resulting in the predecessors of the Cox, Willow, Diamond Springs and Dibble place all to be related to one another. Predecessors Cox, Crofut and Dibble are listed in the 1875 Nevada Census as residents of White Pine County. EXH. 18.

Joe Struder was the first to import brides into the area. He had traveled West through Diamond Springs in 1864 from Iowa City to investigate the gold fields of California. When he didn't make his fortune he returned to Iowa City. There, in 1874 he married Louisa Dix. They came West in 1875 and returned to Diamond Springs. **"Diamond Station had big springs; there were three large springs. The water ran out from the springs and down over the land which made meadowland down below."** Struders leased Diamond Springs for several years, ultimately settling at the Mud Springs Ranch, three miles

from the telegraph station. When Louisa was ready to deliver her first child she invited her sisters, Emma and Lila Dix to come West. Crofut, p. 5, EXH 165.

William Francis Cox, who was a graduate of Columbia University in New York and a telegraph operator, was hired to take charge as operator of the Diamond Springs Telegraph Station, one mile North of the Diamond Springs Station. Crofut, p. 8. Isaac Crofut had the assignment of riding the lines and keeping them repaired. Cox and Crofut married the two sisters mentioned above from the Mud Springs Ranch, Lila Dix and Emma Dix, respectively. Jacobsen, p. 20, EXH 166. In 1882, Cox obtained two contracts for a state land patents for 80 acres each in the vicinity of the telegraph station. EXH. 27 & 29.

After Crofut retired as lineman for the telegraph, he and Lila first settled at Mud Springs, a lunch station, and ultimately bought the Box Springs Ranch and Station from Nels Ouderkirke in 1881. Crofut, p. 9-10, EXH. 165. Crofut was assessed taxes on the Box Springs possessory claim and 45 horses in 1882, EXH. 31. In 1887, Crofut wrote to his old friend Andrew Dibble, who had been working around the West and brought him in as a partner at Box Springs. Crofut, p. 10-11, EXH 165. They took up homesteads, hand cleared the land of sage brush at Box Springs and Rock Creek, and brought water from Davis Canyon over to the more fertile soil at Box Springs. **They irrigated and produced hay to feed their cattle during the winter months, raising enough hay to feed more than 100 cattle.** Jacobsen. p. 21, EXH 166. Meanwhile they paid taxes on 2 stallions; 60 stock horses; 12 stock cattle in 1885, and 2 stallions; 80 stock horses; 30 head stock cattle in 1888. EXH. 36 & 41.

The water from Davis Canyon, was diverted to the Box Springs Ranch by a three-mile ditch that was surveyed and dug by hand. Jacobsen, p. 22, EXH 166. The Diamond Mountains have only live streams from April through June. That meant that every drop of water had to be used efficiently. Jacobsen, p. 24, EXH 166.

Hay production become especially important after the hard winter of 1889-1890. Most ranchers ran cattle year round on the surrounding rangelands, but during the hard winter most of the herds in Diamond Valley were utterly wiped out when snow and drifts became so deep cattle could not reach feed. Nor could ranchers get hay to their cattle. Most ranchers fenced their property afterwards and wintered cattle inside. Crofut, p. 13-14, EXH 165.

Crofut and Dibble raised an equal number of horses and cattle. In the fall of each year, all the ranchers gathered together and rounded up the horses that were on the range in order to work them, to brand and geld them, and separate them out to break and some to ship. Crofut, p. 14, EXH 165.

In the fall of 1890, Isaac Crofut took a carload of horses to San Francisco to sell to the trolley operators. He caught pneumonia and died of it after returning home. Emma and Isaac had four young children. A year and a half later, Lila married her husband's partner Dan Dibble on May 31, 1892. Crofut, p. 18, EXH 165. Several years later, Grace, the only Crofut daughter, met Jorgen Jacobsen, her neighbor 7 miles away at Diamond Springs Station, the nephew of the aforementioned Nelson Toft and new immigrant from Denmark. They courted for seven years and married in 1907. Crofut, p. 26, EXH 165.

In 1894, Mrs. A. C. Dibble paid taxes on 40 head of stock horses, 25 head of stock cattle, hay rake, and wagon. EXH. 60.

In 1912, Isaac's widow Emma and her second husband, Andrew Dibble, **quitclaimed their Box Spring Ranch including range and water rights from Rock Springs Canyon, Davis Canyon, and Box Canyon or elsewhere, to their daughter and son-in-law, Grace and Jorgen Jacobsen at Diamond Spring Ranch.** EXH. 93. Jacobsen and Toft filed vested Proofs of Appropriation for the waters of the consolidated ranch. EXH's. 95 – 99.

After William Cox took over management of the Diamond Springs Telegraph Station one mile north of Diamond Springs Station, he homesteaded the adjoining 160 acres beginning their ranching business. In addition to hay and livestock, they had a huge garden and asparagus patch from which they sold produce in Eureka. They hand watered both from a six-foot deep well. Water was also pumped from a spring 300 feet from the house via a horse drawn pump. Jacobsen, p. 22, EXH 166.

Over the next many years, the extended Cox family as it grew, claimed and acquired a series of State Select Land Patents (See Abstract) to the Cox Ranch at Diamond Spring Telegraph Station. When the family sold the ranch to Jorgen Jacobsen in 1924, **it contained 560 acres of patented land, as well as the waters flowing from Telegraph Canyon, Neil Canyon, Judd Canyon, and Jacklo Canyon, and all of the water rights they owned in Three Barrel Spring, Jacklo Canyon Spring and Duck Pond Spring.** EXH. 121.

The Danes: Nels Toft and his Nephew Jorgen Jacobsen

Nels Toft, a Danish emigrant had leased the Goerge Taft Diamond Springs Ranch for several years prior to 1902, at which point he bought the ranch out of the probate of Matilda Smith. EXH's. 67 & 77. Toft continued the operation of the old Overland Mail/Wells Fargo stage station, which by now mostly catered to the freighting business associated with mining in Eureka. The original stone barn had stalls for as many as 16 horses. **The stalls were necessary because many of the freight wagons were powered by eight horses, and the stable was used by the teamsters when they stopped overnight to hitch, unhitch and switch their teams.**" Jacobsen, p. 15. EXH 166.

Jorgen Jacobsen, Toft's nephew, emigrated from Denmark in 1901 to go into partnership and ultimately to take over the Diamond Springs Ranch for his uncle, who had no children. When he arrived he discovered there were **"trees, a large pond and meadows that stretched out over a mile square."** Jacobsen, p. 14, EXH 166. "There were no fences, just streams and water holes where cattle could stay out for much of the year and graze." **"Every drop of water was put to beneficial use at the only time it was available."** Jacobsen, p. 15 **"The streams were intermittent. They were active only when mountain snow was melting from about April 1 to June 15 so every drop was precious and put to beneficial use. Father would saddle up a horse and check to see when the water would be available. If we could get the wild grass hay up enough to shade the soil, we would have ensured a crop to be harvested the following summer."** Jacobsen, p. 95, EXH 166.

“For many years Jorgen raised and baled hay to supply the Eureka livery stables with feed for teams of horses hauling supplies such as wheat from Jiggs and Lamoile in Elko County.” Jacobsen, p. 9, EXH 166. This was the main source of ranch income. Jacobsen, p. 16. With hay selling at \$20 at ton, it wasn’t a good plan to use it to feed more cattle so in Jorgen’s early years...the big cash crop was baled hay. Later, as the ore ran out in Eureka and mines closed, the [hay] market fell off and cows became the cash crop. Jacobsen, p. 17, EXH 166.

“The meadows at Diamond Springs were fenced and meadows seeded with wild, native grass hay. The average acre produced one ton of grass hay.” The hay was cut with horse drawn machines that had four-foot long sickles. It dried one day and then was raked into windrows and bunched with an eight-foot sulky rake, also horse-drawn. The next step was to pitch the bunches of hay onto hay wagons and haul it to the “hay corral,” which was then pitched into stack. **Then from the months of September to November, the hay was pitched from the haystacks onto a wagon and hauled to the hay press. It was then pitched into the hay press, like a cotton press, which then baled the hay into marketable 100-150 pound bales for Eureka.** Jacobsen, p. 88, EXH 166.

Jorgen claimed the historical right to graze in all of the canyons next to the ranch as shown on the State Engineer’s Office Range Claim Map. In the 1920’s, he switched some of his cows to sheep and acquired water rights and leases to property every 10 miles or so to Duckwater, Current Creek and Round Valley areas of Nye County for winter grazing. He hired Pete Etcheverry to run the sheep business, giving Pete a 20% share in the band of sheep for wages. The sheep grazed and summered in the high regions of about 20 miles of the West side of the Diamond Range. Pete was single, Basque and become like an uncle to the Jacobsen kids. Jacobsen, p. 19, EXH 166 & EXH, 120.

In 1908, Jorgen and his wife, Grace Crofut Jacobsen, bought the Crofut place, aka “Mud Springs Ranch” two miles south of Diamond Springs Station from the children of Isaac Crofut—Fred, Grace, Andrew, and Isaac. EXH. 86. During the next 20 years Nels Toft and Jorgen Jacobsen continued to acquire and pay off contracts for patents to State Select Lands patenting the lands historically used by the ranch. In 1920, Jacobsens quitclaimed the waters in Application No. 2441 for the springs and waters of the North and South Forks of Davis Canyon for irrigation and domestic purposes as well as the ditch rights from Davis Creek to Andrew Crofut. EXH. 115. He also sold the Box Springs Ranch back to his brother-in-law. EXH. 116.

In 1920, Nels Toft, true to his word, sold the remaining one-half interest in Diamond Springs Station and Ranch, aka Taft Ranch, Toft Ranch, to his nephew, J. P. Jacobsen, **including all the waters, water rights, ditches, dams and reservoirs, including those from and appurtenant to Pete Spring, Taft Spring, Horse Canyon, and Horse Canyon Creek, or elsewhere situated in or upon or used in connection with the ranch.** EXH. 117. Combined with the purchase of the Cox ranch in 1924, the ranch was consolidated much of the patented lands currently owned by Daniel Venturacci.

In 1926, Jacobson repurchased the Box Springs Ranch from his brother-in-law, Andrew Crofut, and immediately sold it to Martin Etchemendy. EXH. 124. In 1941, Jacobson bought the Box Springs ranch and Mau place from Otto Mau, **including the original waters at Davis Canyon. He also acquired the water rights and range designated as Etchemendy Spring Nos. 1, 2, 3, 4, 5, 6 7, 9, and 10, as State Engineer Certificate Nos., 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893.** He also purchases

the cattle, horses, and brand. EXH. 128. Jacobson filed range claims with the State Engineer in 1928 and 1934. EXH. 127 & 131.

Recent Predecessors in Interest

In 1941 Jacobsen's sold the ranch to Vera Martin, including a chattel mortgage for 545 head of Hereford cattle, 36 head of horses and 68 head of sheep. EXH 136 & 134. Vera subsequently sold the ranch to Theodore and Olive Thompson in 1947 who operated the ranch until 1973 and the death of Theodore and Olive in 1977. EXH 148 & 149. Their son T. Milton Thompson inherited the ranch in 1977. In 2011, current owner of record, Daniel S. Venturacci purchased the ranch from Thompson Ranch II, LLC, EXH 159.

The above narrative accompanies and supplements the attached Abstract of Title detailing the first appropriation and subsequent use of vested waters associated with and appurtenant to the Diamond Springs Ranch owned by Daniel S. Venturacci. The written history found herein, and published or public documents cited, are referenced in support of, but not limited to all filings presently filed and to be filed in the name of Daniel S. Venturacci, Diamond Valley, Nevada.

Respectfully Submitted by,

Ramona Hage Morrison

F. Abstract Of Title

ABSTRACT OF TITLE¹

Proof of Appropriation

Claimant: In support of, but not limited to all filings presently filed and to be filed in the name of **Daniel S. Venturacci**, Diamond Valley, Nevada.

Proof Numbers: V01114, V01115, V01319, V01320, V01521, V01596, V02845, V02846, V02847, V10368

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
1	Historical Reference	1859				Utah Territory	Overland Mail Co.		<p>See "History of Diamond Springs Ranch" for additional historical research and documentation attached herein.</p> <p>Event: In 1859 Central Overland Route was opened by U.S. Army at Ft. Ruby through Egan Canyon from Salt Lake City to Carson City shortening the central route to California and the West Coast some 200 miles. The U.S. Mail contract was issued to Overland Mail Co. (later Wells Fargo Co.) for regular mail service via Overland route to California under extraordinarily difficult circumstances. This was a major undertaking since there were no settlements between Ruby Valley and Carson City to supply to the stage route, and occasional Indian attacks on the isolated Stage Stations. Diamond Springs, and its naturally sub irrigated meadows, was one of the few places in the arid desert along the Overland Mail Route with pasture and water immediately available without irrigation infrastructure to feed, pasture and rest some of the several thousand working stage horses, pasture live stock to supply meat, and supply the necessary hay for working stage horses. Diamond Springs served as an original Overnight Station for the Overland Mail Co. The property remained in constant occupation and use from</p>

Utah Territory

¹ This is a preliminary Abstract of Title based upon known documents from the official record. This abstract is prepared from research of the official record by Ramona Hage Morrison. Original documents referenced in this abstract are attached. The "Remarks" column does not contain a complete description of document referenced and is intended to enable quick review of the pertinent information in the documents. For a complete record refer to the official document attached.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
									1859 forward. Establishment of Pony Express on Overland Mail Road. <i>The Saga of the Pony Express</i> , by Joseph J. DiCerto, MP Mountain Press (2002): "Climbing up steep hillsides and winding through twisting canyons, the rider finally arrived at Jacob's Well Station in Huntington Valley. Named after General Frederick Jacobs and the well he dug here, this station was not open until October 1860. Before that, the rider had to continue another strenuous hour until he reached Diamond Springs Station in the Diamond Mountains. William Cox, a Mormon, ran this station, which received its name from the nearby crystalline springs. The springs continue to flow to this day."

Establishment of Nevada Territory, March 2, 1861

2	Survey	2/19/1864	Eureka Co. (prev. Lander Co.) Surveys 1	35	3/25/1864	Territory of Nevada	Overland Mail Co., H.P. Rumfield, Agt.		Survey No. 387; Description and Plat of Survey of land being Westerly from Diamond Springs Station on Overland Mail Road in Lander County, Nevada Territory, H. P. Rumfield, Agt., Overland Mail Co. By E. H. Griswold, Deputy County Surveyor, February 19, 1864. Chainman Ira M. Wines and Elijah M. Steers. Bearings expressed from True Meridian. Variation Station No., 1, 15° E. Beginning at a pine stake North of Telegraph line in Meadow land and running thence: 1. N 12° E 100.00 chains to pine stake in greasewood plains = Thence; 2. S 78° E 64.00 chains to a stake = thence; 3. S. 12° W 11.00 chains to Diamond Creek = Crossing Creek about 30 chains below station, 100.00 chains to stake 1 chain West of O. M. Road = thence; 4. N 78° W 64.00 chains to place of beginning containing 640 acres . County Surveyor's office, Austin, Lander Co., Feb. 29 th , 1864.
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Establishment of State of Nevada and County of Lander, March 21, 1864

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
3	Property Taxes	5/31/1865	1865 Lander Co. Assess Roll		5/31/1865	Overland Mail Co., Len Wines, Agent Austin	Lander County		Eagan Station, Stable, House, Corral; Butte Station, Log House, Stable, Corral; Mountain Spring Station, Stable, Corral, Ruby Valley Station, house, Stable, Corral; Jacobsville Station, House, Stable, Corral; Diamond Springs Station, House, Stable, Corral ; Sulphur Springs, Adobe House, Roberts Creek Station, Stable, House, Corral; Camp Creek Station, Stable, House, Corral; Dry Creek Station, House, Stable, Corral; Cape Horn Station, House, Stable, Corral; Mountain Dell Station, House, Stable, Corral; Austin Station, Cabin, lot, Stable; Jacobsville Station, Stable, House, Corral.
4	Property Taxes	12/31/1865	1865 Lander Co. Assess Roll		12/31/1865	Overland Mail Co.	Lander County		Possessory claim to Egan Station including survey of O. M. Co. (Overland Mail Co.); Butte Station; Mountain Station; Ruby Station; Jacob's Wells Station; Diamond Station including Survey of O. M. Co. (Overland Mail Co.) ; Sulphur Station; Roberts Station; Camp Station; Dry Creek Station; Cape Horn Station; Jacobsville Station; Mountain Dell Station; Possessory claim to lots in Northern Addition to Austin; Also possessory claim to a tract of land in Reese River Valley about 1 ½ miles southwest from Jacobs' Spring: containing 640 acres Survey No. 3; Personal property consisting of Stage stock, grain, cattle.
5	IRS Taxes	12/31/1865	U.S. Treas Ancestry.com		12/31/1865	Norman Wines	United States		Diamond Springs: Assessment on income and Eating House. (Len Wines paid income taxes in Austin; Ira Wines paid income taxes at Eagon Canyon.)

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
6	Property Taxes	12/31/1866	1866 Lander Co. Assess Roll		12/31/1866	Overland Mail Co., Len Wines Agent	Lander County		Possessory claim to Egan Station including survey of O. M. Co. (Overland Mail Co.); Butte Station; Mountain Spring Station; Ruby Station; Jacob's Wells Station; Diamond Station including Survey of O. M. Co. (Overland Mail Co.); Sulphur Station; Roberts Station; Camp Station; Dry Creek Station; Cape Horn Station; Austin Station; Lots 1, 2, 3, 4, 9, 10, 11, 12, Blk 43; Jacobsville Station; Mountain Airy Station; Possessory claim to lots in Northern Addition to Austin; Also possessory claim to a tract of land in Reese River Valley about 1 1/2 miles southwest from Jacobs' Springs; containing 640 acres Survey No. 3; Personal property consisting of Stage, stock, grain, cattle.
7	Survey	2/6/1866	Survey's Eureka Co B	94	3/13/1886	State of Nevada	Mrs. Toora Villa & Jose Villa		Description and Plat of Survey lying on Overland Mail road at the Springs on West side of Diamond Mountains in Lander County... Surveyed for Mrs. Toora Villa by E. H. Griswold Deputy County Surveyor, February 6, 1866... Bearings express from the true Meridian Variation Station No. 1, 15° East. Beginning and stake and mound on ridge and westerly from road and running thence; 1. N 20.00 chains to a stake and mound of stone thence; 2. East 12.00 chains to stake and mound of stone at base of rock mound, thence; 3. South 20.00 chains to stake and mound of stone thence; 4. West 12.00 chains to place Beginning Containing 24 Acres.
8	Property Taxes	12/31/1867	1867 Lander Co. Assess Roll		12/31/1867	Wells Fargo & Co., Len Wines, Agent	Lander County		Possessory Claim to Spring Valley Station; Schell Creek Station; Egan Cañon Station, Including Survey; Butte Station; Mountain Springs Station; Jacobs Well Station; Diamond Springs, Including Survey; Sulpher Springs Station; Roberts Creek Station; Grubbs Well Station; Dry Creek Station; Cape Horn Station; Austin Station, including Lots 1, 2, 3, 4, 9, 10, 11, 12, Block 43; Reese River Station, including Survey of R. R. Valley 1 1/2 miles South West from Jacobs Springs containing 640 acres; Mount Airy Station; Antelope Station; personal property.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
9	Property Taxes	12/31/1867	1867 Lander Co. Assess Roll		12/31/1867	L. & N. Wines	Lander County		Reference Only: Possessory Claim Ruby Valley to 160 acres Hay and grain land being 1/3 of Rogers & Co. Survey and known as Wines Ranch; Also to a tract of Grazing land in Sulphur Spring Valley about 8 miles North of Sulphur Springs Station (Shipley's Ranch) containing 320 acres; Also to 640 acres Hay land in Jacobs Well Valley about 10 miles South of Jacobs Well Station; Personal property
10	Property Taxes	12/31/1867	1867 Lander Co. Assess Roll		12/31/1867	N. Wines	Lander County		Possessory claim, Diamond Springs, House, Corral

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
11	Partnership Agreement	4/28/1868	Misc. 2 Lander Co	5	2/28/1868	L. Wines of Austin	N. B. Wines of Diamond Springs		<p>Said parties are now engaged in farming and stock business in the County of Lander, that they own certain Real Estate as tenants in common and certain personal property as partners and certain other real and personal property individually as hereinafter shown.</p> <p>That said party of the first part is the owner of his own individual right of the following described property. To wit: Lot with house...in Austin. Also the undivided half of Lot...in Austin. Also his house furniture in his dwelling house aforesaid. Also a house and lot in Great Sale Lake City, Utah Territory.</p> <p>The said Second party is the owner in his own individual right of the following property, To Wit: The homestead resident consisting of a dwelling house with grounds attached at Diamond Springs, Overland Road, East of Austin in Lander County Nevada. Also his furniture in the same. The farms now used for agricultural and grazing purposes including the farms now being located and taken up in The Humboldt. Also all the horses, ??? and stock of every description, all farming implements on said farm and in any wise pertaining to the same are owned by the parties hereto equally that is to say each owns an undivided half thereof.</p> <p>One farm situated in Jacobs Wells Valley and the property thereon is owned by the parties to this agreement...in common with Ira D. Wines that is to say the parties to this agreement and the said Ira D. Wines each own an undivided one-third thereof and are entitle to share the proceeds thereof and to bear the expenses thereof in that proportion.</p> <p>....That the parties are entitled to share in all the proceeds of the farms and of the increase rents issued and profits thereof equally and are liable for the expenses thereof...</p>

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
12	Mortgage	2/19/1869	Mortgage 3	226	3/2/1868	C. A. Griswold & Samuel Woodward	Wells Fargo & Co.		<p>Sample of Wells Fargo contracts for supplies of grain...all and singular the real estate situated in the said County of Lander...and described more particularly as follows To Witt: That certain tract of land designated as Survey No. 218 situated in Ruby Valley, at the mouth of Indian Creek originally surveyed for H. Butterfield, W. Kennedy, S. Woodward and C. A. Griswold, containing 640 acres, the certificate and plat of survey being recorded in Book 2 of Surveys, page 128, Records Office of Lander County; Also, in additional thereto, All the lands now owned and occupied by said first parties adjoining the tract aforesaid excepting and excluding the following Mill and the land on which the same is ???; and the ground used therewith; Also the tract of land situated in the Humboldt Valley,10 miles from Fort Hallock on Boulder Creek; Together with all the improvements thereon and all the houses, buildings, blacksmith shops, store, houses, corrals, and other improvements and fixtures thereon. To have and to hold the same to the said party of the second part, its successors and assigns forever: provided always, and these presents are intended as a Mortgage to secure the party of the second part..</p> <p>Whereas On the day of February 1868, the parties of the first part entered into an agreement with the party of the second part...have sold and agreed to deliver to the party of the second part, at its several stations on the Overland Road between the 10th day of September 1868 and the 25th day of December 1868, both inclusive, 600 thousand pounds of barley at the price of 6 ½ per pound on account of which the party of the second part is to make payment as follows: ...till after deliver of barley (including also any oats said first parties may wish to deliver as part of said quantity sufficient to equal all advanced payments at the price aforesaid;</p>

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
13	Deed	8/6/1869	Deeds 35	701	9/10/1869	Wells Fargo & Co.	J. F. Cape & J. S. Burnett		Description of Wells Fargo Infrastructure in divestment of certain feeder stage lines after completion of the Transcontinental Railroad following historic California Trail following Humboldt River: \$22,000 gold coin and notes...the Stage Line known as the Argenta and Austin Stage Line. Also the following described property: The Barn known as the Overland Barn and office attached to Wells Fargo & Co. Office with chairs, desk and office furniture now being in the City of Austin. The Barn at Italian Creek, The Barn at Silver Springs, The Barn and House at Wallace's Station. The barn and house at Vio Kensen's Station. Barn and House at Hot Springs Station. Barn and house at Mound Springs Station, Barn and House at Trout Creek Station. Barn and House at Rock Creek Station. Barn and Blacksmith Shop at Argenta with Tools, etc. Also 105 head of horses now in use and being ranched between Argenta and Austin. Also 4 Jerky Wagons, one buggy, one Blacksmith Wagon, one old lumber wagon, also harness now in use and at the several Stations herein mentioned with horse blankets, halters, etc. Also stock and cooking furniture now at the within mentioned Stations belonging to Wells Fargo & Co. Also one Iron Pump now at and having been in use at the Overland Barn with hose, etc, said property being in Lander County...
14 FIN ID	Articles of Incorporation	3/3/1869	2 Misc. Lander Co. Trans.	45	8/11/1869	Holliday Overland Mail Express Company	Wells Fargo & Co. ("Copy")		Incorporation of Wells Fargo & Co.: Capital \$3 million

1869 Establishment of White Pine County from portion of Lander County: "All that portion of the State of Nevada lying east of a line running due north and south through the most westerly part of the house known as Shannon's Station, on the westerly slope of Diamond Mountains." Eureka County was created in 1873. (Note: The White Pine County court house burned in Hamilton in 1885 destroying all records prior to that date. Some, but not all, transcribed records found in Eureka Co. Recorder office. Assessment Rolls were completely destroyed.)

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
15	Property Taxes	12/31/1869	1869 Lander Co. Assess Roll		12/31/1869	L & N Wines	Lander County		Lander County Assessment for Wines Brothers property across valley for Possessory Claim and ½ Section of Hay Land eight miles north of Sulphur Spring Overland Road containing 320 acres. This land as well as Diamond Springs are referenced in previous assessments as well as the brother's partnership agreement. The newly created White Pine County in 1869 lost all assessment rolls when the court house burned in Hamilton in 1885.
16	Property Taxes	12/31/1872	1872 Assess Rolls		12/31/1872	N. Wines	Eureka County		N. Wines is shown as paying taxes in the town of Eureka which remained a part of Lander County until 1873. It was common for ranchers to also maintain a home in the nearest town.
17	Mortgage	6/5/1875	White Pine Transc. A Mort	275	6/7/1875	Norman Wines	Wells Fargo & Co.	\$3,66 9.50	... to be paid by a certain note dated 5/25/1875... does grant, bargain, sell, alien, release, convey and confirm unto the said party of the second part... All those pieces or parcels of land and town lots situate in the County of Eureka...; Also that certain other piece and parcel of land situate in White Pine County... and more particularly described as follows, to wit: that certain ranch lying and being upon the Old Overland Road at the station known as Diamond Springs Station, said ranch being generally known as the Diamond Springs Ranch, together with all improvements thereon.
18	Nevada Census	12/31/1875	Ancestry.com	1875 NV Census	12/31/1875	Nevada State Census	The Public		White Pine County residents. N. Wines, 33, stock raiser; W. F. Cox, 25, Telegraph Operator; A. C. Dibble, 30, herder; J. F. Crofut, telegraph rep.
19	Property Taxes	12/31/1876	1876 Assess. Roll		12/31/1876	Western Union Telegraph Co.	Eureka County		Telegraph lines to wit: 28 miles of Telegraph Poles carrying two wires on CPR Road; 28 miles of telegraph Poles carrying one wire on Old Overland Road; 22 miles of Telegraph Poles from Garden Pass to Eureka; Line of Poles and two wires form Garden Pass to Diamond 18 miles; 25 miles of Telegraph Poles from Diamond to Mineral Hill.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
20	Deed	10/5/1878	1 Deeds White Pine Transc	99	10/10/1879	Ed Leventhal	N. Wines		Situated in Diamond Valley about 28 miles in a Northerly direction from the Town of Eureka and more particularly described as follows, to wit: Beginning at a stake standing about 1,700 feet in a Southwesterly direction from the Diamond Valley Telegraph Office, marked F. O. Gorman, S.E. corner, and running thence N. 50° W. 20 chains along the Gorman Survey; thence N. 40° E. 20 chains; thence S. 50° E. 40 chains; thence 50° W. 20 chains; and thence N. ° 40 E. 40 chains to the place of the beginning.
21	Deed	12/2/1878	1 Deeds White Pine Transc	101	10/10/1879	N. Wines	George W. Taft		Situated in Diamond Valley about 28 miles in a Northerly direction from the Town of Eureka and more particularly described as follows, to wit: Beginning at a stake standing about 1,700 feet in a Southwesterly direction from the Diamond Valley Telegraph Office, marked F. O. Gorman, S.E. corner, and running thence N. 50° W. 20 chains along the Gorman Survey; thence N. 40° E. 20 chains; thence S. 50° E. 40 chains; thence 50° W. 20 chains; and thence N. ° 40 E. 40 chains to the place of the beginning; containing 160 acres.
22	US Survey	7/3/1879	BLM GLO		10/22/1879	United States	State of Nevada		Official Survey Plat of a portion of T23N R54E; identifying irrigation ditch, meadow and springs; Taft's Creek; Telegraph Station and Diamond Station; Taft's House in Section 3; and Crofut's House in Section 15; N.E. Corner of Taft and Wines ?? Location; Overland Pass.
23	US Survey	7/3/1879	BLM GLO		11/4/1879	United States	State of Nevada		Official Survey Plat of a portion of T24N R54E; identifies Telegraph Station; W. F. Cox's house and property in Sec. 34; Overland Road and springs.
24	U.S. Census	12/31/1880	US Fed. Census	56	12/31/1880	United States Federal Census	State of Nevada		Listing George W. Taft, Stock Farmer, Jonah Crofut as Telegraph operator; William F. Cox as Farmer; Nelson Ouderkirk as Stock Farm.

1881 Portion of White Pine County detached and attached to Eureka County “west of the ridge of the Diamond Mountains”

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
25	State Land Patent Contract	4/13/1881	State Lands Office	Cont 1784	4/13/1881	William Dewey	State of Nevada		Contract No. 1784, Application No. 4254 for state select lands as provided in "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by United States to State of Nevada," approved March 5, 1873. SE¼ and S½ SW¼ all in Sec. 3, N½ NW¼ in Sec. 10, all in T23N R54E, containing 320 acres. <i>George Taft, Agent</i>
26	Property Taxes	12/31/1881	1881 Assess Roll		12/31/1881	George W. Taft	Eureka County		6 Horses; 6 cows; 2 wagons; 2 mowers; 2 rakes; Possessory interest in and to a tract of farming land situated on the East side of Diamond Valley at Diamond Springs...described as...SE¼ of Sec. 3 in T23N R54E containing 160 Acres; S½ SW¼ of Sec. 3 in T33N R54E containing 80 acres; N½ NW¼ of Sec. 3 in T33N R54E; Adobe House; Stable and Corral; Also, other property on West side of Diamond Valley.
27	State Land Patent Contract	5/8/1882	State Lands Office	Cont 2090	5/8/1882	William F. Cox	State of Nevada		Contract No. 2090, Application No. 4717, Patent No. 4656 for state select lands as provided in "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by United States to State of Nevada," approved March 5, 1873. W½ NE¼ of Sec. 22 in T24N T54E, containing 80 acres.
28	State Land Patent Contract	6/15/1882	State Lands Office	Cont 2134	6/15/1882	George Taft	State of Nevada		Contract No. 2134, Application No. 4756, for state select lands as provided in "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by United States to State of Nevada," approved March 5, 1873. N½ NE¼ of Sec. 9; S½ SE¼ of Sec. 4; all in T23N R54E, containing 160 acres.
29	State Land Patent Contract	7/5/1882	State Lands Office	Cont 2090	7/5/1882	William F. Cox	State of Nevada		Contract No. 2089, Application No. 4788, Patent No. 4657 for state select lands as provided in "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by United States to State of Nevada," approved March 5, 1873. W½ NE¼ of Sec. 22 in T24N T54E, containing 80 acres.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
30	Property Taxes	12/31/1882	1882 Assess Roll		12/31/1882	William F. Cox	Eureka County		Possessory interest in and to a tract of forming land situated in the Eastern side of Diamond Valley about one mile North of Diamond Springs known as the Telegraph Station in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 12 in T N R53E and NE $\frac{1}{4}$ SE $\frac{1}{4}$ in Sec. 12 in T N R53E.
31	Property Taxes	12/31/1882	1882 Assess Roll		12/31/1882	I. F. Crofut	Eureka County		1 Stud; 45 horses; Possessory Interest in and to a tract of forming land situated on the East side of Diamond Valley about 8 miles northerly from Diamond Springs in...known as "Box Springs Ranch"
32	Property Taxes	12/31/1882	1882 Assess Roll		12/31/1882	George W. Taft	Eureka County		12 Horses; 9 cows; Possessory interest in and to a tract of farming land situated on the East side of Diamond Valley at Diamond Springs...described as...SE $\frac{1}{4}$ of Sec. 3 in T23N R54E containing 160 Acres; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 3 in T33N R54E containing 80 acres; N $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 3 in T33N R54E; other property on West side of Diamond Valley. Also N. Wines Survey and David Morgan Survey on West side of Diamond Valley; Adobe House; Stable and Corral.
33	Property Taxes	12/31/1883	1883 Assess Roll		12/31/1883	George W. Taft	Eureka County		16 Horses; 10 milch cows; 2 wagons; mower and rake; Possessory interest in and to a tract of farming land situated on the East side of Diamond Valley at Diamond Springs...described as...SE $\frac{1}{4}$ of Sec. 3 in T23N R54E containing 160 Acres; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 3 in T33N R54E containing 80 acres; N $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 3 in T33N R54E; Adobe House; Stable and Corral.
34	Property Taxes	12/31/1884	1884 Assess Roll		12/31/1884	George W. Taft	Eureka County		20 Horses; 12 milch cows; 4 stock cattle; 2 wagons; mower and rake; Possessory interest in and to a tract of farming land situated on the East side of Diamond Valley at Diamond Springs...described as...SE $\frac{1}{4}$ of Sec. 3 in T23N R54E containing 160 Acres; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 3 in T33N R54E containing 80 acres; N $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 3 in T33N R54E; Adobe House; Stable and Corral.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
35	Property Taxes	12/31/1885	1885 Assess Rolls		12/31/1885	William F. Cox	Eureka County		52 Stock horses; 5 stock cattle; 1 stallion; 3 milch cows; possessory interest in and to a tract of farming land situated about 4 miles south westerly from the Telegraph Station on the East side of Diamond Valley in... known as the Cox Ranch and described as follows to wit: SE1/14 NE1/4 of Sec. 12 in T23N R53E; NE1/4 SE1/4 of Sec. 12 in T23N R53E; NW1/4 SE1/4 of Sec. 34 in T24N R54E; Possessory interest in and to a tract of farming and situated on the Eastern side of Diamond Valley about one mile North of Diamond Springs; known as the Telegraph Station...: commencing at a stake 1/4 miles Northeast of dwelling house and turning thence West 1/4 mile; thence South 1/2 mile; thence East 1/4; thence North 1/2 mile to the place of the beginning; containing 80 acres; Improvements, House, Stable, Corrals and Fence.
36	Property Taxes	12/31/1885	1885 Assess. Roll		12/31/1885	Isaac F. Crofut	Eureka County		2 Stallions; 60 stock horses; 12 stock cattle; Possessory Interest in and to a tract of farming land situated on the East side of Diamond Valley about 8 miles Northerly from Diamond Springs, known as the "Box Springs Ranch"; containing 80 acres.
37	Property Taxes	12/31/1885	1885 Assess Roll		12/31/1885	George W. Taft	Eureka County		40 head of horses; 15 head of stock cattle; 12 milch cows; possessory interest in and to a tract of farming land situated on the East side of Diamond Valley at Diamond Springs... known as the Taft Ranch and described as follows to wit: SE1/4 of Sec. 3 in T23N R54E, containing 160 acres; S1/2 SW1/4 of Sec. 3 in T23N R54E; N1/2 NW1/4 of Sec. 3 in T23N R54E; Improvements, Adobe House, Stable and Corral.
38	Quitclaim Deed	5/13/1886	Deed 12	240	2/23/1888	William Dewey & Laura S. Dewey	George W. Taft	\$1	SE1/4 and S1/2 SW1/4 of Sec. 3 in T23N R54E; N1/2 NW1/4 of Sec. 10 in T23N R54E, containing 320 acres. Known as the Diamond Springs Ranch and also all right title and interest that might or could obtain in and to above described land....(Land described in Patent No. 3514)

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
39	Property Taxes	12/31/1887	1887 Assess Roll	253	12/31/1887	George W. Taft	Eureka County		60 horses; 16 milch cows, 20 stock cattle; Possessory interest in and to a tract of farming land situated on the East side of Diamond Valley at Diamond Springs in eureka County...known as the Taft Ranch and described as follows: SE $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$; N $\frac{1}{2}$ NW $\frac{1}{4}$ all in Sec. 3; Improvements Adobe House Stable and Corralls; Also the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 4; S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$ all in Sec. 4; S $\frac{1}{2}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$ all in Sec. 9; NW $\frac{1}{4}$ NE $\frac{1}{4}$ S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$ all in Sec. 19; all in T23N R54E.
40	Property Taxes	12/31/1888	1888 Assess Roll		12/31/1888	William F. Cox	Eureka County		80 Horses; 18 cattle; 1 stallion; Possessory Interest situated about 4 miles South Westerly from Telegraph Station on the East side of Diamond Valley...known as the "Cox Valley Ranch", containing 40 acres; Improvements: Corral; Possessory Interest in and to a tract of farming land situated on the Eastern side of Diamond Valley about one mile North from the Diamond Springs...known as the Telegraph Station and described as follows to wit: W $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 22 in T24N R54E; W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 34 in T24N R54E; Improvements: Dwelling House, Stable and Corral.
41	Property Taxes	12/31/1888	1888 Assess Roll		12/31/1888	Isaac F. Crofut	Eureka County		2 stallions; 80 stock horses; 30 head stock cattle; possessory interest in and to a tract of Hay Land situated on the East side of Diamond Valley about 8 miles Northerly from Diamond Springs...known as the Box Springs Ranch and described as follows to wit: beginning at a stake $\frac{1}{4}$ miles N.E. of dwelling house and running thence West $\frac{1}{2}$ mile of stake; Thence South $\frac{1}{4}$ mile to stake; Thence East $\frac{1}{2}$ mile to stake; Thence North $\frac{1}{4}$ mile to the place of beginning containing 80 acres; Improvements stockade house, stable and corral; Possessory interest in and to a tract of farming land situated about 1 $\frac{1}{2}$ miles southerly from the "Taft Ranch" in Diamond Valley...known as the "Mud Springs Ranch" and described as follows to wit: NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 15 in T23N R54E.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
42	Property Taxes	12/31/1888	1888 Assess Roll		12/31/1888	George W. Taft	Eureka County		70 head of horses; 18 milch cows; 30 stock cattle; Possessory Interest in and to a tract of farming land situated on the East side of the Diamond Valley at Diamond Springs ... known as the Taft Ranch and described as follows to wit: SE¼; S½ SW¼; N½ NW¼ all in Sec. 3 N½ SE¼ of Sec. 4 S½ NW¼; SW¼ NW¼ all in Sec. 4; S½ NE¼; N½ SE¼ all in Sec. 9; NW¼ NE¼ S½ NW¼; SW¼ NW¼ all in Sec. 19; all in T23N R54E; Improvements: Small House; Adobe Stable and Corral.
43	Water Claim	9/1/1889	Water Locations 1	36	9/1/1889	State of Nevada	George N. Taft		...holds and claims to hold all the water contained in Diamond Springs, Eureka Co., Nevada, situated in the SE¼ of Sec. 3 in T23N R54E in Diamond Valley, Eureka County, NV by virtue of sustaining a dam directly below
44	Property Taxes	12/31/1891	1891 Assess Roll	23	12/31/1891	W. F. Cox	Eureka Co.		65 head of horses; 7 stock cattle, stud horse; Possessory interest in and to a tract of farming land situated on the East side of Diamond Valley about one mile North of Diamond Springs... and described as follows to wit: Being the W½ NE¼ of Sec. 22 in T24N R54E, containing 80 acres; Improvements small cabin; W½ SE¼ of Sec. 34 in T24N R54E; containing 80 acres; Improvements frame house and stable.
45	Property Taxes	12/31/1891	1891 Assess Roll	22	12/31/1891	I. F. Crofut	Eureka Co.		Possessory interest in and to a tract of land situated on East side of Diamond Valley about 7 miles Northerly from Diamond Springs... known as "Box Springs" ... containing 80 acres; Improvements stockade house, stable, and corral; Possessory interest in and to a tract of land situated about 1 ½ miles southerly from Diamond Springs... known as "Mud Springs"... containing 80 acres; Possessory interest in and to a tract of farming land situated about 4 miles northerly from the "Taft Ranch" in diamond Valley... in Sec. 10 and Sec. 15 in T24N R54E

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
46	Property Taxes	12/31/1891	1891 Assess Roll	144	12/31/1891	George W. Taft	Eureka Co.		66 horses, 20 milch cows, 43 stock cattle, 2 wagons, mowers and rake; Possessory interest in and to a tract of farming land situated on the East side of Diamond Valley at Diamond Springs...known as the "Taft Ranch" and described as follows to wit: Being the SE¼ of Sec. 3 in T23N R54E, containing 160; S½ SW¼; N½ NW¼ Sec. 3 in T23N R54E, containing 160; S½ SW¼; N½ NW¼ Sec. 4; 3; N½ SE¼ of Sec. 4; S½ NW¼ of Sec. 4; SW¼ Sec. 4; S½ NE¼ of 9; N½ SE¼ of Sec. 9; NW¼ NE¼ of Sec. 19; S½ NW¼ of Sec. 19; SW¼; all in T23N R54E...
47	Chattel Mortgage	1/25/1894	A Chattel Mort.	201	½5/1894	Nelson Toft	P. H. Hjul	\$500 gold coin	Mortgages all that certain personal property situated and described as follows, to wit: 46 head of cattle branded with the Quarter Circle "L" on left rib; also 7 head of horses branded with Quarter Circle "L" on the left hip..
48	Water Claim	8/14/1894	Water Locations 1	41	8/14/1894	State of Nevada	John C. Aiken & Nelson Toft		Claim all water flowing or may hereafter be developed in two certain springs located about 4 miles below Dan Dibbles and thence two miles South East at the heart of Four Mile Canyon, in Eureka County, and that we intend to use the same for agricultural purposes to wit: to irrigate a tract of land containing 320 acres and for water stock cattle and horses.
49	State Land Patent Contract	11/30/1894	State Lands Office	Cont 8020	11/30/1894	Andrew Dibble	State of Nevada		Contract No. 8021, Application No. 11894, Patent No. 7274 for state select lands as provided in "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by United States to State of Nevada," approved March 12, 1885. SW¼ SW¼ of Sec. 10 in T24N R54E, containing 40 acres.
50	Grant Bargain Sell Deed	11/6/1894	Deed 12	650	12/5/1894	George W. Taft of Eureka Co.	Mrs. N. M. Millett of Alameda Co.	\$5	N½ SW¼ of Sec. 3 in T23N R54E; SE¼ NE¼ of Sec. 4 in T23N R54E containing 120 acres; Also the SE¼ and S½ SW¼ of Sec. 3 in T23N R54E; and the N½ NW¼ of Sec. 10 in T23N R54E containing 326 acres; Also N½ NE¼ of Sec. 9 in T23N R54E; and S½ SE¼ of Sec. 4 in T23N R54E containing 160 acres and all being known as Diamond Springs Ranch in Diamond Valley. Also Lot No. 5 in Block No. 59....in the Town of Eureka.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
51	Patent	9/5/1894	Deed 12	652	12/10/1894	State of Nevada	William Dewey		Application No. 4254, Patent No. 3514, 320 acres under the provisions of an Act of the Legislature approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada." The SE¼ and S½ SW¼ of Sec. 3 in T23N R54E; N½ NW¼ of Sec. 10 in T23N R54E; Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist in said tract or hereby expressly reserved.
52	Mortgage	12/20/1894	Mort. D	189	12/20/1894	Mrs. N. M. Millett	Eureka Co. Bank	\$1,000	...does grant, bargain, sell, convey and conform unto said party of the second part...all the certain pieces or parcels of land situated in the County of Eureka...described as follows to wit: N½ SW¼ of Sec. 3 in T23N R54E; the SE¼ NE¼ of Sec. 4 in T23N R54E containing 120 acres; the SE¼ and S½ SW¼ of Sec. 3 in T23 N 54E. The N½ NW¼ of Sec. 10 in T23N R54E containing 320 acres; the N½ NE¼ of Sec. 9 in T23N T54E; and the S½ SE¼ of Sec. 4 in T23N R54E, containing 160 acres; said pieces or parcels of land being known as the "Diamond Spring" or "Taff" ranch, ...Also the following described personal property situated on said Diamond Springs Ranch or running in the vicinity thereof to wit: 100 head of stock cattle , more or less, branded with the Bird brand on the left thigh...: Also all the household furniture, farming implements, machinery and all other personal property belonging to said party of the first part, on or about said ranch...This conveyance is intended as a mortgage to secure payment of a certain promissory note...Debt discharged May ? 1895.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
53	Property Taxes	12/31/1894	1894 Assess Roll	15	12/31/1894	Wm. F. Cox	Eureka Co.		45 horses; 17 head stock cattle, 2 stallions, 1 wagon, machinery, 3 milch cows; Possessory interest in and to a tract of farming land situated on the East side of Diamond Valley about one miles North of Diamond Springs...and described as follows to wit: Being the W ¹ / ₂ NE ¹ / ₄ of Sec. 22 in T24N R54E, containing 80 acres; Improvements small cabin; W ¹ / ₂ SE ¹ / ₄ of Sec. 34 in T24N R54E; containing 80 acres; Improvements frame house, corral and stable.
54	Property Taxes	12/31/1894	1894 Assess Roll	27	12/31/1894	Mrs. A. C. Dibble	Eureka Co.		(Widow of Isaac Crofut who married Crofut business partner Andrew Dibble. See "History.") Stallion, 40 head of stock horses; 25 head of stock cattle; hay rake, and wagon; Possessory interest in and to a tract of land situated on East side of Diamond Valley about 7 miles Northerly from Diamond Springs...known as "Box Springs" ...containing 80 acres; Improvements stockade house, stable, and corral; Possessory interest in and to a tract of land situated about 1 1/2 miles southerly from Diamond Springs...known as "Mud Springs" ...containing 80 acres.
55	Property Taxes	12/31/1894	1894 Assess Roll	123	12/31/1894	George W. Taft	Eureka Co.		10 young horses; 100 wild range horses; 25 milch cows; 50 head stock cattle; wagons; hay press; mower and rake; creamery machinery; Possessory interest in and to a tract of farming land situated on the East side of Diamond Valley at Diamond Springs...known as the "Taft Ranch" and described as follows to wit: Being the SE ¹ / ₄ of Sec. 3 in T23N R54E, containing 160; S ¹ / ₂ SW ¹ / ₄ ; N ¹ / ₂ NW ¹ / ₄ Sec. 3; N ¹ / ₂ SE ¹ / ₄ of Sec. 4; S ¹ / ₂ NW ¹ / ₄ of Sec. 4; SW ¹ / ₄ Sec. 4; S ¹ / ₂ NE ¹ / ₄ of 9; N ¹ / ₂ SE ¹ / ₄ of Sec. 9; NW ¹ / ₄ NE ¹ / ₄ of Sec. 19; S ¹ / ₂ NW ¹ / ₄ of Sec. 19; SW ¹ / ₄ ; all in T23N R54E...
56	State Land Patent Contract	2/20/1895	State Lands Office	Cont. 7357	2/20/1895	Henry Millett	State of Nevada		Contract No. 7357, Application No. 11969 Patent No. 605 for state select lands as provided in "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by United States to State of Nevada," approved March 12, 1885. N ¹ / ₂ SW ¹ / ₄ of Sec. 3 and SE ¹ / ₄ NE ¹ / ₄ of Sec. 4 all in T23N R54E. 2/12/1895 Letter referencing forfeited application by Burley Taft No. 11395.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
57	Mortgage	10/1/1895	Mort. D	204	10/3/1895	N. M. Millett	Marshall Rich	\$500 gold coin	Said mortgager mortgages to the mortgagee all that certain piece and parcel of land situate in Eureka County... bounded and described as follows, to wit: N½ SW¼ of Sec. 3 in T23N R54E; the SE¼ NE¼ of Sec. 4 in T23N R54E containing 120 acres; the SE¼ and S½ SW¼ of Sec. 3 in T23 N 54E. The N½ NW¼ of Sec. 10 in T23N R54E containing 320 acres; the N½ NE¼ of Sec. 9 in T23N T54E; and the S½ SE¼ of Sec. 4 in T23N R54E, containing 160 acres; said pieces or parcels of land being known as the "Diamond Springs" ranch: This mortgage is given subject to a lease on the Diamond Springs Ranch from me to Frank D. Wilson which expires by the terms thereof may 26, 1896.... Satisfied 12/5/1895.
58	Decree of Divorce	4/21/1896	Eu. Co. Clerk	Case No. 1932	4/21/1896	Edith Toft	Nelson Toft		Findings and Decree of Divorce
59	Property Taxes	12/31/1897	1897 Assess Roll	18	12/31/1897	W. F. Cox	Eureka County		60 head of horses; 37 head of stock cattle; stallion; 1 wagon; machinery; 3 milch cows; Possessory interest in and to a tract of lands situate on East side of Diamond Valley about 3 miles North of Diamond Springs... described as follows to wit: Being the W½ N¼ of Sec. 22 in T24N R54E containing 80 acres; Improvements, fences; W½ SE¼ of Sec. 34 in T24N R54E containing 80 acres; Improvements, frame house, stable, corral.
60	Property Taxes	12/31/1897	1897 Assess Roll	18	12/31/1897	A. C. Dibble	Eureka County		40 head of stock horses, 27 head stock cattle, 3 cows, hay rake and wagon; Possessory interest in and to a tract of land situated on East side of Diamond Valley about 7 miles Northerly from Diamond Springs... known as "Box Springs" ... containing 80 acres; Improvements stockade house, stable, and corral; Possessory interest in and to a tract of land situated about 1 ½ miles southerly from Diamond Springs... known as "Mud Springs"... containing 80 acres.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
61	Property Taxes	12/31/1897	1897 Assess Roll	132	12/31/1897	Miss Matilda T. Smith	Eureka County		100 head wild range horses; possessory interest in and to a tract of farming and grazing land situated on East side of Diamond Valley at the Diamond Springs...known as the "Taft Ranch" and described as follows to wit; Lot 4 of Sec. 3 in T23N R54E; N½ NW¼; SW¼ NE¼; N½ SW¼; N½ S½ SW¼; SE¼; all in Sec. 3; Lot 1, 2, and S½ NE¼; N½ SE¼; S½ SE¼; all in Sec 4; N½ NE¼ of Sec. 9; N½ NE¼; W½ NW¼; all in sec. 10; al in T25N R54E; Improvements adobe house; stables and corrals...
62	Petition	3/14/1898	Eu. Co. Clerk	203	3/14/1898	In the matter of the Estate of Nancy M. Millett, deceased	A. B. Millett		Said Nancy M. Millett died on 12/8/1897 in Alameda County, CA testate, and that she left estate in the County of Eureka...It is ordered that letters of Summary Administration of the estate of said deceased issue to the said petitioner A. B. Millett...
63	State Land Patent Contract	4/23/1898	State Lands Office	Cont 9345	4/23/1898	Lila C. Cox	State of Nevada		Contract No. 9345, Application No. 13257, Patent No. 4809 for state select lands as provided in "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by United States to State of Nevada," approved March 12, 1885. SE¼ NW¼ and NE¼ SW¼ of Sec. 22, all in T23N R54E, containing 80 acres.
64	Decree of Settlement of Acctg & Final Distribution	5/28/1898	Eu. Co. Clerk	218	5/28/1898	In the matter of the Estate of Nancy M. Millett, deceased	A. B. Millett, Adm.		All of said property to be distributed to Miss M. T. Smith, sister of deceased, now resident of Alameda, State of California. The following is a particular description of the said residue of said estate referred to in this decree and of which distribution is now ordered as aforesaid: 700 Acres of land more or less situate about 28 miles north of the town of Eureka...in Diamond Valley, formerly known as the "Taft" ranch; also farm implements on said ranch.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
65	Property Taxes	12/31/1900	1900 Assess Roll	17	12/31/1900	W. F. Cox	Eureka County		115 horses; 24 stock cattle; wagon; farm implements; stallion; Possessory interest in an to a tract of land situated on the East side of Diamond Valley about 3 miles North of Diamond Springs...and described as follows, to wit: Being the W¼ NE¼ of Sec. 22 in T24N R54E containing 80 acres; W½ SE¼ of Sec. 34 in T24N R54E containing 80 acres; Improvements, frame house, stable and corrals; SE¼ NW¼ of Sec. 22 in T24N R54E containing 40 acres; NE¼ SW¼ of Sec. 22 in T24N R54E containing 40 acres; Improvements fencing.
66	Property Taxes	12/31/1900	1900 Assess Roll	29	12/31/1900	A. B. Dibble	Eureka County		5 work horses, 2 saddle horses, 65 head stock cattle, hay rake and wagons; Possessory interest in and to a tract of land situated on the East side of Diamond Valley about 7 miles Northerly from Diamond Springs...known as "Box Springs" ...; containing 40 acres; Improvements stockade House, stable and corral; Possessory interest to a tract of land situate about 1 ½ miles southerly from Diamond Springs...containing 240 acres.
67	Property Taxes	12/31/1900	1900 Assess Roll	83	12/31/1900	Henry Millett	Eureka County		50 head of horses; possessory interest in and to a tract of farming and grazing land situated on the East side of Diamond Valley at the Diamond Springs...known as "Taft Ranch" and described as follows to wit: being the NE¼ NW¼; N½ SW¼; S½ SW¼; SE¼ of Sec. 3; SE¼ NE¼; S¼ SE¼; N½ NE¼ of Sec. 4; W½ NW¼ of Sec. 10; Improvements Adobe House, Stable, Corral....
68	Patent	12/21/1901	Deed 17	478	8/23/1913	State of Nevada	William F. Cox		Application No. 4717, Patent No. 4656, 80 Acres; Whereas, William F Cox...deposited with the Register of the State Land Office of Carson City the state Treasurer's receipt, whereby it appears that full payment has been made by said George Edwin Cox, according to the provisions of an Act of the Legislature, approved March 12, 1885, entitled "An Act to Provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada; For the W½ NE¼ of Sec. 22 in T24N R54E; Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist in said tract or hereby expressly reserved.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
69	Patent	12/21/1901	Deed 17	480	8/23/1913	State of Nevada	William F. Cox		Application No. 4788, Patent No. 4657, 80 Acres; Whereas, William F Cox... deposited with the Register of the State Land Office of Carson City the state Treasurer's receipt, whereby it appears that full payment has been made by said George Edwin Cox, according to the provisions of an Act of the Legislature, approved March 12, 1885, entitled "An Act to Provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada; For the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 34 in T24N R54E; Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist in said tract or hereby expressly reserved.
70	State Land Patent Contract	2/26/1902	State Lands Office	Cont 1088 7	2/26/1902	Nels Toft	State of Nevada		Contract No. 10887, Application No. 14854, Patent No. 8967 for state select lands as provided in "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by United States to State of Nevada," approved March 12, 1885. S $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 9 in T23N R54E, containing 80 acres.
71	State Land Patent Contract	4/7/1902	State Lands Office	Cont 9345	4/7/1902	Lila Cecilia Cox	State of Nevada		Application No. 14905, Patent No. 4810 for state select lands as provided in "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by United States to State of Nevada," approved March 12, 1885. SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of T24N R54E, containing 80 acres.
72	Patent	6/7/1902	Deed 17	481	8/23/1913	State of Nevada	Dila Cecilia Cox		Application No. 13257, Patent No. 4809, 80 Acres; Whereas, Dila Cecilia Cox... deposited with the Register of the State Land Office of Carson City the state Treasurer's receipt, whereby it appears that full payment has been made by said George Edwin Cox, according to the provisions of an Act of the Legislature, approved March 12, 1885, entitled "An Act to Provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada; For the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 22 in T24N R54E; Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist in said tract or hereby expressly reserved.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
73	Patent	6/7/1902	Deed 17	483	8/23/1913	State of Nevada	Dila Cecilia Cox		Application No. 14905, Patent No. 4810, 80 Acres; Whereas, Dila Cecilia Cox...deposited with the Register of the State Land Office of Carson City the state Treasurer's receipt, whereby it appears that full payment has been made by said George Edwin Cox, according to the provisions of an Act of the Legislature, approved March 12, 1885, entitled "An Act to Provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada; For the SW ¹ / ₄ NW ¹ / ₄ and the NW ¹ / ₄ SW ¹ / ₄ of Sec. 22 in T24N R54E; Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist in said tract or hereby expressly reserved.
74	Deed	5/29/1902	Deed 14	435	5/29/1902	Emma A. Dibble, for herself personally, and as guardian of Fred B. Crofut, Gracie P. Crofut, Andrew Crofut and J. F. Crofut, minors	F. Rolandi	\$135	The NW ¹ / ₄ SE ¹ / ₄ of Sec. 15 in T23N R54E.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
75	Petition for Letters of Administration	9/18/1902	District Court	No. 273	9/18/1902	In the Matter of the Estate of Matilda T. Smith, deceased	A. B. Millett, Administrator		That Matilda T. Smith, died in Berkeley, Alameda County, California, on or about the 28 th day of July, 1900, leaving real and personal property in the County of Eureka.... That the value and character of said property is as follows: That said ranch situated about 28 miles north of the town of Eureka, Nevada in Diamond Valley and known as and called the "Diamond Spring" or Taft ranch of about the value of \$3,250.00 and certain personal property pertaining to said ranch of about the value of \$250.00. That the next of kin of said deceased and ... A. B. Millett...residing in Smokey Valley, Nye County...a nephew of said deceased, and Henry P. Millett, residing at said Smokey Valley, also a nephew of said deceased, and brother of petitioner, herein...no will has been found...

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
76	Petition for Sale of Property	10/8/1902	District Court	No. 273	10/8/1902	In the Matter of the Estate of Matilda T. Smith, deceased	Nelson Toft		That on the 21 day of March 1896, the said Matilda T. Smith, duly executed a power of attorney to said petitioner under and by which the petitioner was duly authorized to lease, sell or mortgage all property belong to said Matilda T. Smith; That on the 28 th day of March 1900, and before the death of said Matilda T. Smith and whilst said Power of Attorney was still in full force and effect the said petitioner leased said Taft ranch and premises for the term of three years to one Nelson Toft at the yearly rental of \$350.00 and at the same time made a written contract with said Toft under and by which said Toft at the end of said three years or at any period within that was given the privilege of purchasing said ranch and all other property belonging to said Matilda LT Smith for the sum of \$3,500.00...; That the said Nelson Toft is now ready and willing to pay all of the balance and in line under aforesaid contract and in compliance with the terms thereof,...to sell and convey...to said Nelson Toft all of the right, title and interest of said Matilda T. Smith, deceased, at the time of her death, and of the Estate of said deceased, of in and to the said Taft Ranch and all other property belonging to said estate... Contract Enclosed: "Diamond Springs Ranch" ...an agreement entered this day (3/26/1900) between A. B. Millett as agent for Henry P. Millett and Miss M. T. Smith....and Nelson Toft agrees to pay \$350.00 per year for the rent of Diamond Spring Ranch....that Nelson Toft shall have the privilege of buying said Ranch for \$3,500.00.
77	Order for Sale of Property	10/9/1902	District Court	No. 273	10/9/1902	In the Matter of the Estate of Matilda T. Smith, deceased	Nelson Toft	\$3,37 0.00	Sell and convey to said Nelson Toft all of the right title and interest of said deceased and of said estate of in and to what is known as the "Taft" Ranch situate in Diamond Valley in the County of Eureka....

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
78	Grant Bargain Sell Deed	10/8/1902	Deed 14	465	10/9/1902	Henry P. Millett, by his attorney in fact, A. B. Millett of Nye County	Nelson Toft, of Eureka Co.		SE $\frac{1}{4}$ of Sec. 4; N $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 3; N $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 10; N $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 9; all in T23N R54E and all other property now belonging to Henry P. Millett.
79	Grant Bargain Sell Deed	10/8/1902	Deed 14	466	10/9/1902	A. B. Millett, Admin. Estate of M. L. Smith of Smokey Valley, Nye Co. NV	Nelson Toft, of Eureka Co.		SE $\frac{1}{4}$ of Sec. 4; N $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 3; N $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 10; N $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 9; all in T23N R54E and all other property now belonging to the Estate of Miss M. T. Smith situate in the County of Eureka.
80	Grant Bargain Sell Deed	10/9/1902	Deed 14	467	10/9/1902	Nelson Toft	P. H. Hjul	\$2,300	SE $\frac{1}{4}$ of Sec. 4; N $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 3; N $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 10; N $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 9; all in T23N R54E, and all other real and personal property belonging to Henry P. Millett situate in the County of Eureka. Also SE $\frac{1}{4}$ of Sec. 4; N $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 3; Also that certain Ranch situate in the County of Eureka known as the Taft or Diamond Spring Ranch formerly belonging to the Estate of Matilda L. Smith, deceased and all water and water rights and premises pertaining to the same.
81	State Land Patent Contract	1/10/1903	State Lands Office	Cont 1120 3	1/10/1903	Nels Toft	State of Nevada		Contract No. 11203, Application No. 15138, Patent No. 8968 for state select lands as provided in "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by United States to State of Nevada," approved March 12, 1885. SW $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 3 all in T23N R54E, containing 80 acres.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
82	Court Order Deed	6/1/1903	Deed 14	518	6/1/1903	A. B. Millett, Admin. Estate of Matilda L. Smith, late of Alameda State of CA; attorney in fact for H. P. Millett and for himself personally	Nelson Toft, of Eureka		Whereas the Third Judicial Court of the State of Nevada, in and for Eureka County made an Order of sale authorizing the said party of the first part to sell and convey to said Nelson Toft all of the right, title and interest of said deceased and of said estate of in and to what is known as the "Taft" Ranch and premises, real estate situate in Diamond Valley in accordance and in compliance with a certain contract for sale of all of said real and personal property made and executed by the said party of the first part-as attorney in fact of said Matilda L. Smith....and said party of first part, did, on 10/9/1902 sell to said Nelson Toft for the sum named and agreed upon in said contract all of the real and personal property named and set forth therein...said Order of Confirmation was recorded June 1, 1903, which said Order of Confirmation is hereby referred to and made a part of this indenture.
83	Deed	10/18/1906	Deed 15	272	10/18/1906	P. H. Hjul	Nelson Toft	\$2,300 gold coin	SE¼ of Sec. 4; N½ SW¼ of Sec. 3; N½ NW¼ of Sec. 10; N½ NE¼ of Sec. 9; all in T23N R54E, and all other real and personal property situate on said ranch now belonging to P. H. Hjul; Also that certain Ranch situate in the County of Eureka known as the "Taft" or Diamond Springs Ranch formerly belonging to the Estate of Matilda L. Smith, deceased and all water and water rights and premises pertaining to the same.
84	Mortgage	10/18/1906	Mort. D	519	10/18/1906	Nelson Toft	P. H. Hjul	\$1,000	The SE¼ of Sec. 4 and the N½ SW¼ of Sec. 3; and the N½ NW¼ of Sec. 10; Also, N½ NE¼ of Sec. 9, all in T23N R54E...and all other real property situate on said ranch now belonging to Nelson Toft...Also that certain ranch situate in Eureka County, known as the Toft Ranch, formerly belonging to the Estate of Matilda Smith, deceased, and all water and water rights and premises pertaining thereto...

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
85	State Land Patent Contract	4/11/1907	State Lands Office	Appl No. 1667 1	4/11/1907	George Edwin Cox	State of Nevada		Application No. 16672, Patent No. 5980 for state select lands as provided in "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by United States to State of Nevada," approved March 12, 1885. S½ SW¼ of Sec. 27; NE¼ NW¼ of Sec. 34 all in T24N R54E, containing 120 acres.
86	Deed	1/2/1908	Deed 15	594	6/11/1908	Fred B. Crofut; Grace P. Crofut; Andrew D. Crofut and Isaac F. Crofut	Jorgen Jacobsen		The NW¼ SE¼ of Sec. 15 in T23N R54E, covered by United States Patent to Isaac Crofut under date of 2/29/1892.
87	Patent	4/27/1908	Deed 15	408	12/9/1909	State of Nevada	George Edwin Cox		Application No. 16978, Patent No. 6126, 120 acres; Whereas, George Edwin Cox... deposited with the Register of the State Land Office of Carson City the state Treasurer's receipt, whereby it appears that full payment has been made by said George Edwin Cox, according to the provisions of an Act of the Legislature, approved March 12, 1885, entitled "An Act to Provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada; ...for the SE¼ NW¼ of Sec. 34 in T24N R54E; The E½ SW¼ of Sec. 34 in T24N R54E, containing 120 acres...; Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist in said tract or hereby expressly reserved.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
88	Patent	8/5/1907	Deed 15	410	12/9/1909	State of Nevada	George Edwin Cox		Application No. 16671, Patent No. 5980, 120 acres; Whereas, George Edwin Cox... deposited with the Register of the State Land Office of Carson City the state Treasurer's receipt, whereby it appears that full payment has been made by said George Edwin Cox, according to the provisions of an Act of the Legislature, approved March 12, 1885, entitled "An Act to Provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada; for the S½ SW¼ of Sec. 27 and the NE¼ NW¼ of Sec. 34, all in T24N R54E; Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist in said tract or hereby expressly reserved.
89	State Land Patent Contract	3/14/1908	State Lands Office	Appl 1697 8	3/14/1908	George Edwin Cox	State of Nevada		Application No. 16978, Patent No. 6126 for state select lands as provided in "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by United States to State of Nevada," approved March 12, 1885. SE¼ NW¼ and E½ SW¼ of Sec. 34 in T24N R54E, containing 120 acres.
90	State Land Patent Contract	2/2/1910	State Lands Office	Cont 1376 5	2/2/1910	Nels Toft	State of Nevada		Contract No. 13765, Application No. 18363, Patent No. 8969 for state select lands as provided in "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by United States to State of Nevada," approved March 12, 1885. SW¼ NE¼ of Sec. 4 all in T23N R54E, containing 40 acres.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
91	Patent	7/22/1910	Deed 16	562	8/6/1910	State of Nevada	Nels Toft		Application No. 4756, Patent No. 6804, 160 acres, where as Nels Toft...deposited with the Register of the State Lands Office..the State Treasurer's receipt, whereby it appears that full payment has been made by the said George W. Taft, according to provisions of an Act of the Legislature approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada,"and supplementary thereto for the and in obedience to an order of the District Court of the Third Judicial District Court of the State of Nevada, in the matter of the application of Nels Toft for an order directing the State Land Register to issue patent in his name, made June 29, 1910, for N½ NE¼ of Sec. 9 and the S½ SE¼ of Sec. 4 all in T23N R54E, containing 160 acres...Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist in said tract or hereby expressly reserved.
92	Patent	7/22/1910	Deed 16	564	8/6/1910	State of Nevada	Nels Toft		Application No. 11969, Patent No. 6805, 120 acres, where as Nels Toft...deposited with the Register of the State Lands Office..the State Treasurer's receipt, whereby it appears that full payment has been made by the said Henry P. Millett, according to provisions of an Act of the Legislature approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada,"and supplementary thereto for the and in obedience to an order of the District Court of the Third Judicial District Court of the State of Nevada, in the matter of the application of Nels Toft for an order directing the State Land Register to issue patent in his name, made June 29, 1910, for N½ SW¼ of Sec. 3; and the SE¼ NE¼ of Sec. 4, all in T23N R54E, containing 120 acres...Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist in said tract or hereby expressly reserved.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
93	Quit Claim Deed	6/14/1912	Deed 17	248	6/15/1912	Andrew C. Dibble & Emma E. Dibble	Jorgen P. Jacobsen	\$10	...forever quitclaim...all their right, title, interest, estate, claim, demand and right of homestead, both at law and in equity, and as well in possession as in expectancy of the said parties of the first part...those certain lots and parcels...described as follows, to wit: SW ¹ / ₄ SW ¹ / ₄ of Sec. 10 in T24N R54E; SW ¹ / ₄ NE ¹ / ₄ of Sec. 4 in T24N R54E; S ¹ / ₂ NE ¹ / ₄ of Sec. 9 in T24N R54E and N ¹ / ₂ SE ¹ / ₄ of Sec. 9 in T24N R54E; and, Also each and all of the buildings, improvements, corrals and fencing thereon; and Also, each and all of the water rights and uses of water from Rock Springs Canyon, Davis Canyon and Box Canyon, or elsewhere, including all water improvements, works, dams and ditches therewith used and enjoyed; and Also, all growing crops thereon...
94	Patent	5/27/1912	Deed 17	251	6/22/1912	State of Nevada	Andrew C. Dibble		Application No. 11894, Patent No. 7274, 40 Acres; Whereas, Andrew C. Dibble...deposited with the Register of the State Land Office of Carson City the state Treasurer's receipt, whereby it appears that full payment has been made by said George Edwin Cox, according to the provisions of an Act of the Legislature, approved March 12, 1885, entitled "An Act to Provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada; SW ¹ / ₄ SW ¹ / ₄ of Sec. 10 in T24N R54E; Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist in said tract or hereby expressly reserved.
95	Water Claim	11/3/1912	Water Locations 1	67	12/11/1912	State of Nevada	Jorgeson P. Jacobsen		Proof No. 01110, Certificate No. 36, Water from Rock Canyon through the Jacobsen ditch for irrigation (and domestic) purposes, the point of diversion being and lying in SE ¹ / ₄ NE ¹ / ₄ of Sec. 9 in T24N R54E; amount of appropriation 21.25 acres...date of appropriation 1875...and for irrigation, stock watering and domestic purposes.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
96	Water Claim	11/23/1912	Water Locations 1	68	12/11/1912	State of Nevada	Jorgeson P. Jacobsen		Proof No. 01111, Certificate No. 37, Water from Box Springs Canyon through the Jacobsen Ditch for irrigation (and domestic) purposes, the point of diversion being and lying in Lot 2 of Sec. 4 in T24N R54E; Amount of Appropriation 36 Acres; date of appropriation 1892; ...and for irrigation, stock watering and domestic purposes.
97	Water Claim	11/23/1912	Water Locations 1	69	12/11/1912	State of Nevada	Nels Toft		Proof No. 01114, Certificate No. 38, water from Horse Canyon , through the Taft ditch for irrigation stock and domestic purposes, the point of diversion being and lying in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 11 in T23N R54E; Amount of Appropriation 50 acres; date of appropriation 1880 ...for irrigation, stock water and domestic purposes.
98	Water Claim	11/25/1912	Water Locations 1	70	12/11/1912	State of Nevada	Nels Toft		Proof No. 01115, Certificate No. 39, water from Taft Spring , through the Taft Ditch for irrigation, stock and domestic purposes, the point of diversion being and lying in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 3, and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 3 in T23N R54E; Amount of Appropriation 148.30 acres; date of appropriation 1880 ...for irrigation, stock water and domestic purposes.
99	Water Claim	11/25/1912	Water Locations 1	71	12/11/1912	State of Nevada	Nels Toft		Proof No. 01116, Certificate No. 40, water from Taft Spring , through the Taft Ditch for irrigation stock and domestic purposes, the point of diversion being and lying in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 3, and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 3 in T23N R54E; Amount of Appropriation 6 acres; date of appropriation 1901 ...for irrigation, stock water and domestic purposes.
100	Property Taxes	12/31/1912	1912 Assess Roll	16	12/31/1912	George E. Cox	Eureka Co.		S $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 27; E $\frac{1}{2}$ W $\frac{1}{2}$ of Sec. 34; all in T24N R54E.
101	Property Taxes	12/31/1912	1912 Assess Roll	16	12/31/1912	W. F. Cox	Eureka Co.		4 work horses; 2 saddle horses; 20 range horses; 2 milk cows, 25 stock cattle; W $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$ all in Sec. 22; W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 34 all T24N R54E; House, Stable, Corral.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
102	Property Taxes	12/31/1912	1912 Assess Roll	158	12/31/1912	Nels Toft	Eureka Co.		8 work horses, 2 saddle horses; 10 ? horses; 90 stock cattle; S½; S½ NW¼; SW¼ NE¼ of Sec. 3; S½ NE¼ 4; NE¼ SE¼; S½ SE¼; NE¼ of Sec. 9; N½ N½ of Sec. 10; Improvements house, stable and corrals.
103	Quitclaim Deed	9/4/1914	Deed 18	12	9/14/1914	Eureka Co. by Treasurer, R. McCharles	Nels Toft	\$30	S½ NW¼; and SW¼ NE¼ of Sec. 10 in T23N R54E; Also lot 4 of Sec. 3 and the S½ NW¼ and Lots 1,2, and 3 of Sec. 4; and SW¼ of Sec. 4 and SW¼ of Sec. 10 in T23N R54E.
104	Patent	9/21/1916	Deed 18	182	11/4/1916	United States of America	Jorgen P. Jacobsen		File No. 11581, Act of Congress approved March 3, 1877, entitled "An Act to provide for the sale of desert lands in certain States and Territories," as amended by the Act of March 3, 1891, for Lots 2 & 3 and the SE¼ NW¼ of Sec. 4 in T24N R54E, containing 120.20; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches, reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
105	Agreement to Sell	3/3/1917	Misc D	60	3/3/1917	Nels Toft	J. P. Jacobson	\$9,000	An undivided one-half interest in and to the S½ of Sec. 3, and N½ NW¼ of Sec. 10, and the N½ NE¼ of Sec. 9, and the S½ SE¼ of Sec. 4, and the SE¼ NE¼ of Sec. 4 all in T23N R54E, all being patented lands. Also, the SW¼ NE¼ of Sec. 3, and the S½ NW¼ of Sec. 3, and SW¼ NE¼ of Sec. 4, and the NE¼ SE¼ of Sec. 4, and the S½ NE¼ of Sec. 9, and N½ NE¼ of Sec. 10, all in T23N R54E, all being contract lands; Also, Lots 1, 2 and 3, S½ NW¼ and SW¼ of Sec. 4; Also SW¼ of Sec. 10, S½ NW¼ and SW¼ NE¼ of Sec. 10, all in T23N R54E, being contract lands purchased at tax sale by said first party; known as and called the Diamond Springs Ranch. Also, an undivided one-half interest in and to all waters, water-rights, ditches, dams and reservoirs, including those from and appurtenant to Pete Spring, Taft Spring and Horse Canyon, or elsewhere, situate in or upon or about and used or connected with the above described premises. Also an undivided one-half interest in and to all the following described personal property...to wit: All horses branded Quarter Circle L on left thigh; all cattle branded Quarter Circle L on left ribs...
106	State Land Patent Contract	5/15/1917	State Lands Office	Cont 1555 3	5/15/1917	Jorgen Jacobson	State of Nevada		Contract No. 15553, Application No. 19732, Patent No. 11462 for state select lands as provided in "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by United States to State of Nevada," approved March 12, 1885. NW¼ SE¼ of Sec. 4 in T23N R54E, containing 40 acres.
107	Water Claim	5/26/1917	Water Locations A	137	6/16/1917	State of Nevada	Jorgesen P. Jacobsen		Application 2441, Certificate 340 Davis Canyon Creek through numerous diversions within the irrigated lands for irrigation and domestic purposes; Point of Diversion on the irrigated land in the E½ of NW¼ of Sec. in T24N R54E; priority date of 1912 for ...41.12 acres.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
108	Patent	2/4/1918	Deed 18	280	3/2/1918	State of Nevada	Nels Toft		Application No. 14157, Patent No. 8966, 160 acres, whereby it appears that full payment has been made by the said Nels Toft according to provisions of an Act of the Legislature approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada", for the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 3; the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 4 and N $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 10 all in T23N R54E, containing 120 acres...Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist in said tract or hereby expressly reserved.
109	Patent	2/4/1918	Deed 18	281	3/2/1918	State of Nevada	Nels Toft		Application No. 14854, Patent No. 8967, 80 acres, whereby it appears that full payment has been made by the said Nels Toft according to provisions of an Act of the Legislature approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada", for the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 9 in T23N R54E, containing 80 acres...Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist in said tract or hereby expressly reserved.
110	Patent	2/4/1918	Deed 18	282	3/2/1918	State of Nevada	Nels Toft		Application No. 15138, Patent No. 8968, 80 acres, whereby it appears that full payment has been made by the said Nels Toft according to provisions of an Act of the Legislature approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada", for the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 3 al in T23N R54E, containing 80 acres...Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist in said tract or hereby expressly reserved.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
111	Patent	2/4/1918	Deed 18	281	3/2/1918	State of Nevada	Nels Toft		Application No. 18363, Patent No. 8969, 40 acres, whereby it appears that full payment has been made by the said Nels Toft according to provisions of an Act of the Legislature approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada", for the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 4 in T23N R54E, containing 40 acres... Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist in said tract or hereby expressly reserved.
112	Property Taxes	12/31/1918	Assess Rolls 1918		12/31/1918	George E. Cox	Eureka County		S $\frac{1}{2}$ SW $\frac{1}{4}$ of sec. 27; E $\frac{1}{2}$ W $\frac{1}{2}$ of Sec. 34 all in T24N R54E. 40 Acres Grazing ed. 200 Acres grazing 4 th ...
113	Property Taxes	12/31/1918	Assess Rolls 1918		12/31/1918	W. F. Cox	Eureka County		W $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; of Sec. 22; W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 34; all in T24N R54E; 40 acres with Hay 2 nd ; 280 acres grazing 4 th , 2 work horses, 1 saddle horse, 20 stock cattle.
114	Property Taxes	12/31/1918	Assess Rolls 1918		12/31/1918	J. Jacobson & Nels Toft	Eureka County		S $\frac{1}{2}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; Lot 4; all in Sec. 3; Lots 1, 2, 3, S $\frac{1}{2}$ N $\frac{1}{2}$; SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$; all in Sec. 4; W $\frac{1}{2}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NE $\frac{1}{4}$; of Sec. 10 NW $\frac{1}{4}$ SE $\frac{1}{4}$ in Sec. 15 all in T23N R54E; 7 work horses, 3 saddle horses, 150 stock cattle...
115	Quitclaim Deed	6/21/1920	Deed 19	120	7/3/1920	Jorgen P. Jacobsen	Andrew D. Crofut	\$10	Quitclaim...that certain property and water rights... and more particularly described as follows, to wit; those water rights initiated by said Jorgen P. Jacobsen, by application No. 2441, recorded in Book 3, page 540, State Engineer's office...claiming by said application 75/100 cubic feet per second, period of use from April 1 to October 1, from the springs and waters of the North and South Forks of Davis Canyon, for irrigation and domestic purposes; Together with all my right and title to that certain ditch and ditch rights, commencing at or near the mouth of said Davis Canyon, and running in a Southerly direction to Sec. 4 in T24N R54E.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
116	Quitclaim Deed	6/21/1920	Deed 19	120	7/3/1920	Jorgen P. Jacobsen	Andrew D. Crofut	\$10	The SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 4; SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 4; and lots 2 & 3 in Sec. 4; all in T24N R54E; Also, the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 10 in T24N R54E; Also, the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 9 in T24N R54E
117	Grant Bargain Sell Deed	8/19/1922	Deed 19	282	8/19/1922	Nels Toft	J. P. Jacobsen	\$10	Undivided one-half interest in and to S $\frac{1}{2}$ of Sec. 3, and the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 10, and N $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 9, and the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 4, and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 4, all in T23N R54E; the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 3, S $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 3, and SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 4, and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 4, and S $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 9, and N $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 10, all in T23N R54E; Lots 1, 2, and 3, S $\frac{1}{2}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of Sec. 4; also, NW $\frac{1}{4}$ Sec. 10, S $\frac{1}{2}$ NW $\frac{1}{4}$, and SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 10, all in T23N R54E; Also and undivided one-half interest in and to all waters, water rights, ditches, dams and reservoirs, including those from and appurtenant to Pete Spring, Taft Spring, Horse Canyon, and Horse Canyon Creek, or elsewhere, situated in or upon, or about and used or connected with the above described premises. Also an undivided one-half interest in and to the possessory interest in Lot 25 of Block 37; also, the town lot in Eureka.
118	Order Settling Account & Decree of Final Distribution	9/1/1922	Eu. Co. Clerk	276	9/1/1922	Estate of William F. Cox, Deceased	Lila C. Cox		William F. Cox died on 4/4/1923 testate in the County of Eureka3 work horses; 55 head of stock cattle, and one bull; also all farm machinery located on the ranch property... W $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$ all in Sec. 22; and the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 23; all in T24N R54E, containing 320 acres, more or less, together with all water, water rights; dams, ditches, reservoirs and springs used in connection with the irrigation of the above described lands...
119	Real & Chattel Mortgage	9/29/1923	R & C Mort. A	35	10/6/1923	J. P. Jacobsen & Angelo Undabarren	The Farmers & Merchants National Bank of Eureka	\$8,875 gold coin	2,400 head of Ewe Sheep, ranging in age from 1 to 7 years; 750 Ewe lambs; 31 Bucks and 1 complete Camp Outfit: All of the above described sheep being branded thus _____; also all the wool which may be hereafter shorn from said sheep, also all the increase, additions and substitutions of said sheep...: Said sheep, lambs and bucks are now grazing on the public domain in the county of Eureka and County of Nye; Satisfied and discharged.

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120	Real & Chattel Mortgage	10/6/1923	R & C Mort. A	38	10/6/1923	J. P. Jacobsen	Pedro Etcheverry	\$10,400 gold coin	800 ewe sheep; 250 lambs, 10 bucks, all branded ?; also all increase..., also all the wool...; Said sheep, lambs and bucks are now grazing on the public domain in the county of Eureka and County of Nye; Satisfied 10/19/1925
121	Grant Bargain Sell Deed	6/25/1924	Deed 19	551	6/25/1924	Lila C. Cox & George E. Cox	Jorgen P. Jacobsen	\$10	The SW ¹ / ₄ NW ¹ / ₄ and NW ¹ / ₄ SW ¹ / ₄ of Sec. 22 in T24N R54E; the SE ¹ / ₄ NW ¹ / ₄ and NE ¹ / ₄ SW ¹ / ₄ of Sec. 22 in T24N R54E; the W ¹ / ₂ NE ¹ / ₄ of Sec. 22 in T24N R54E; the W ¹ / ₂ SE ¹ / ₄ of Sec. 34 in T24N R54E; the S ¹ / ₂ SW ¹ / ₄ of Sec. 27 and the NE ¹ / ₄ NW ¹ / ₄ of Sec. 34 in T24N R54E; and the SE ¹ / ₄ NW ¹ / ₄ of Sec. 34 in T24N R54E; and the E ¹ / ₂ SW ¹ / ₄ of Sec. 34 in T24N R54E; containing 560 acres of land more or less, together with all improvements located on said land, and all of the water, water rights, dams, ditches, reservoirs used in connection with the irrigation of the above described real estate, or otherwise, also all of the waters flowing from Telegraph Canyon, Neil Canyon, Judd Canyon and Jacklo Canyon, and all water and water rights owned by said first parties known as and called Three Barrel Spring, Jacklo Canyon Spring, and Duck Pond Spring, being State Engineers Serial Number 6965...

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122	Mortgage	6/25/1924	Mort. F	280	7/1/1924	J. P. Jacobsen, and wife	The First National Bank, Winnemucca Nevada	\$7,000	W $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 22 in T24N R54E; the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 34 in T24N R54E; the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 22 in T24N T54E; the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 22 in T24N R54E; the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 22 in T24N R54E; the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 27 and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 34 all in T24N R54E; the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 34 in T24N T54E; the S $\frac{1}{2}$ of Sec. 3; Lot 4 of Sec. 3; Lots 1, 2, and 3 in Sec. 4; the S $\frac{1}{2}$ N $\frac{1}{2}$ of Sec. 4 SW $\frac{1}{4}$ of Sec. 4; the S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 4; NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 4; the NE $\frac{1}{4}$ of Sec. 9; the W $\frac{1}{2}$ of Sec. 10; the W $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 10; the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 10; the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 15; all in T23N T54E, containing in all 2,284 acres of land more or less, together with all improvements located on above described lands and all water, water rights, dams, ditches, and reservoirs used in the connection with the irrigation of the above described lands.
123	Grant Bargain Sell Deed	9/2/1926	Deed 20	177	9/24/1926	Andrew D. Crofut and Mary E. Crofut, husband & wife	J. P. Jacobsen	\$100	SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 4 and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 4, and Lots 2 and 3 in Sec. 4, all in T24N R54E; The S $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 9, and the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 9, in T24N R54E; The SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 10, T24N R54E, together with all water, water-rights, dams and ditches connected therewith or appurtenant thereto, and also those water rights initiated by J. P. Jacobsen by application No. 2441. Certificate recorded in the office of the County Recorder of Eureka County, Nevada, in book "A" of Water Locations Page 137, together with all right, title and interest in that certain ditch and ditch rights, commencing at or near the mouth of Davis Canyon , and running in a Southerly direction of Sec. 4 in T24N R54E. Said ditch being used for the purpose of transporting the above mentioned water. Also, all right, title, and interest in and to the use of the waters described in that certificate of appropriation designated in the State Engineers office at Carson City, Nevada under Serial Number 01596 .

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124	Grant Bargain Sell Deed	9/4/1926	Deed 20	183	11/4-/1926	J. P. Jacobsen & Grace Jacobsen, his wife	Martin Etchemendy	\$100	SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 4, and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 4, and Lots 2 and 3 in Sec. 4, all in T24N R54E; The S $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 9, and the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 9, in T24N R54E; The SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 10 in T24N R54E, together with all water, water-rights, dams and ditches connected therewith or appurtenant thereto, also those water rights initiated by J. P. Jacobsen by application No. 2441. Certificate recorded in the office of the County Recorder of Eureka County, in Book "A" of Water locations Page 137, together with all right, title and interest in that certain ditch and ditch rights, commencing at or near the mouth of Davis Canyon, and running in a southerly direction of Sec. 4 in T24N R54E. Also all right, title and interest in and to the use of the waters described in that certain certificate of appropriation designated in the State Engineers office at Carson City, Nevada under Serial No. 01596...
125	Chattel Mortgage	11/4/1926	Chattel Mort. C	46	1 $\frac{1}{4}$ /1926	Martin Etchemendy & J. Mary Etchemendy	J. P. Jacobsen	\$14,500	That said mortgagors mortgage to the said mortgagee all that certain personal property situated and described as follows, to-wit: An undivided $\frac{1}{2}$ interest in 1,942 Ewe Sheep, and an undivided $\frac{1}{2}$ interest in 1,300 lambs, and an undivided $\frac{1}{2}$ interest in 45 Bucks, all branded half circle L...; also an undivided $\frac{1}{2}$ interest in all camp-outfits and equipment. Said live stock above mentioned now being ranged on the public domain in the County of Eureka

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126	Mortgage	9/4/1926	Mort. F	336	11/9/1926	Martin Etchemendy & J. Mary Etchemendy	Otto R. Mau	\$14,000	The SW ¹ / ₄ NE ¹ / ₄ of Sec. 4, and the SE ¹ / ₄ NW ¹ / ₄ of Sec. 4; and Lots 2 and 3 in Sec. 4, all in T24N R54E; The S ¹ / ₂ NE ¹ / ₄ of Sec. 9 and N ¹ / ₂ SE ¹ / ₄ of Sec. 9, in T24N R54E; the SW ¹ / ₄ SW ¹ / ₄ of Sec. 10 in T24N R54E; together with all water, water rights, dams and ditches connected therewith or appurtenant thereto, also all those water rights initiated by J. P. Jacobsen by Application No. 2441, Certificate recorded in the office of the County Recorder of Eureka County, Nevada, in Book "A" of Water Locations, page 137, together with all right, title and interest in that certain ditch and ditch rights, commencing at or near the mouth of Davis Canyon, and running in a southerly direction of Sec. 4 in T24N R54E. Also all right title and interest in and to the use of the water described in that certain certificate of appropriation designated in the State Engineers office at Carson City, under Serial No. 01596. Together with all buildings, and improvements located on the above described premises, and all wagons, tools, and farming implements and machinery
127	NV Range Claim Map	2/20/1928	NV St. Engineer, Map 40	135-30	2/20/1928	J. P. Jacobsen	State of Nevada		Map of Range Claim in appurtenant to Jacobsen Ranch.
128	Mortgage	12/12/1930	Mort. F	438	12/22/1930	Jorgen P. Jacobsen & Mrs. Grace Jacobsen	Pacific National Agricultural Credit Corp.	\$28,000	Mortgage of Ranch (2,284 acres). Book G, P. 127 for Release.
129	Mortgage	4/2/1934	Mort. G	3	4/19/1934	Jorgen P. Jacobsen & Mrs. Grace Jacobsen	Pacific National Agricultural Credit Corporation	\$39,603.22	Mortgage of Ranch (2,284 acres). Book G., Page 127 for Release.
130	NV Range Claim Map	8/31/1934	NV St. Engineer, Map 280	632-34	8/31/1934	J. P. Jacobsen	State of Nevada		Map of Range Claim in appurtenant to Jacobsen Ranch.

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131	Mortgage	12/2/1936	Mort. G	90	12/9/1936	Jorgen P. Jacobsen & Mrs. Grace Jacobsen	Pacific National Agricultural Credit Corporation	\$29,195.98	Mortgage of Ranch (2,284 acres). Book G., Page 127 for Release.
132	Real & Chattel Mortgage	12/8/1937	Mort. G	128	12/8/1937	Jorgen P. Jacobsen & Mrs. Grace Jacobsen	J. B. Biale & O. R. Mau		Mortgage of Ranch (2,284 acres). 180 head of stock cattle, branded CL on left ribs...20 head of horses branded CL...said livestock now located near Diamond Mountain, 30 miles north of the town of Eureka. This mortgage shall cover and include all right, title and interest of the mortgagors in and to the range, range allotments, range rights, forest permits, forest allotments, forest privileges, lease-hold rights, feed of every nature, pasturage, water rights, watering places, and water applications... Satisfied 3/14/1941

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
133	Quitclaim Deed	1/10/1940	Deed 22	170	1/18/1941	Otto R. Mau	J. P. Jacobsen	\$10	<p>W$\frac{1}{2}$ NW$\frac{1}{4}$ of Sec. 26 and the E$\frac{1}{2}$ NE$\frac{1}{4}$ of Sec. 27 in T25N R54E, containing 160 acres...together with all water and water rights connected with the above described land.</p> <p>The SW$\frac{1}{4}$ NE$\frac{1}{4}$ of Sec. 4 and the SE$\frac{1}{4}$ NW$\frac{1}{4}$ of Sec. 4, and Lots 2 and 3 in Sec. 4, all in T24N R54E; The S$\frac{1}{2}$ NE$\frac{1}{4}$ of Sec. 9, and the N$\frac{1}{2}$ SE$\frac{1}{4}$ of Sec. 9, in T24N R54E; the SW$\frac{1}{4}$ SW$\frac{1}{4}$ of Sec. 10 in T24N R54E;</p> <p>Together with all water, water rights, dams and ditches connected therewith or appurtenant thereto, also all those certain water rights initiated by J. P. Jacobsen by application No. 2441. Certificate recorded in the office of the County Recorder of Eureka...in Book "A" of Water Locations, page 137, together with all right, title and interest in that certain ditch and ditch rights, connected commencing at or near the mouth of Davis Canyon, and running in a southerly direction to Sec. 4 in T24N R54E.</p> <p>Also, all right, title and interest in and to the use of the waters described in that certain certificate of appropriation designated in the State Engineer's Office at Carson City, Nevada, under Serial No. 01596, and also any and all other water rights now owned by the party of the first part...following water rights designated as Etchemendy Spring No. 1, 2, 3, 4, 5, 6, 7, 9, and 10, as Certificate Record Nos. 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893 and recorded in Book A of Water Locations, Pages 59 to 67 inclusive, in Eureka County Recorders Office.</p> <p>Also all right, title and interest in and to branding iron, cattle, horses and other livestock branded with said brand.</p>

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
134	Real and Chattel Mortgage	1/13/1941	Mort. G	262	6/27/1941	Vera Martin	Jorgen P. Jacobsen & Grace Jacobsen	\$16,875	Mortgage of Ranch (2,284 acres). Personal Property: 545 head of Hereford cattle...; 36 head of horses...; 68 head of sheep... This mortgage shall cover and include all right, title and interest of the mortgagors in and to the range, range allotments, range rights, forest permits, forest allotments, forest privileges, leasehold rights, feed of every nature, pasturage, water-rights, water-rights, watering places, and water applications, automobiles, trucks, wagons and all horses, mules and burrow....
135	Patent	1/16/1941	Deed 22	182	1/24/1941	State of Nevada	Jorgen Jacobsen		Application No. 19732, Patent No. 11462, 40 Acres; whereby it appears that full payment has been made by the said Jorgen Jacobsen according to provisions of an Act of the Legislature approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada", ...for the SW¼ of Sec. 4 all in T23N R54E, containing 40 acres...Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist in said tract, except gas, coal, oil and oil shales....are hereby expressly reserved.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
136	Grant, Bargain Sell Deed	1/13/1941	Deed 22	217	6/27/1941	Jorgen P. Jacobsen & Grace Jacobsen, husband and wife	Vera Martin	\$10	Lot 4, S½ NW¼; S½ of Sec. 3; Lots 1, 2, 3; S½ N½; and the S½ of Sec. 4; the NE¼ of Sec. 9; the W½ of Sec. 10; and N½ NE¼; SW¼ NE¼ of Sec. 10; all in T23N R54E; Lots 2 and 3; SE¼ NW¼ and SW¼ NE¼ of Sec. 4; the S½ NE¼; N½ SE¼ of Sec. 9; the SW¼ SW¼ of Sec. 10; the W½ NE¼; S½ NW¼ and N½ SW¼ of Sec. 22; S½ SW¼ of Sec. 27; the E½ W½ and W½ SE¼ of Sec. 34; all in T24N R54E; the W½ NW¼ of Sec. 26; and the E½ NE¼ of Sec. 27; all in T25N R54E, containing 2766.09 acres, more or less, according to the Government Survey thereof, together with any and all vested, accrued and certified water-rights, water, dams, ditches and reservoirs used in connection with the irrigation of the above described lands or allowed or apportioned thereto under the provisions of the Federal Range laws, or otherwise. And in furtherance but not in limitation, including certified water-rights involved in permits numbered 7982, 7983, 7984, 800, 8272, 8273, 8274, 8275 and 8276 issued by the office of the State Engineer of the State of Nevada, together with all the buildings, fences and improvements thereon...
137	Grant, Bargain Sell Deed	6/27/1941	Deed 22	218	6/27/1941	Jorgen P. Jacobsen & Grace Jacobsen, husband and wife	Vera Martin	\$10	SW¼ NE¼ of Sec. 3 in T23N R54E, containing 40 acres.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
138	Grant, Bargain Sell Deed	4/17/1946	Deed 23	163	6/9/1947	Vera Martin	Theodore M. Thompson & Olive M. Thompson, husband & wife.	\$10	Lot 4, S½ NW¼; S½ of Sec. 3; Lots 1, 2, 3; S½ N½; and the S½ of Sec. 4; the NE¼ of Sec. 9; the W½ of Sec. 10; and N½ NE¼; SW¼ NE¼ of Sec. 10; all in T23N R54E; Lots 2 and 3; SE¼ NW¼ and SW¼ NE¼ of Sec. 4; the S½ NE¼; N½ SE¼ of Sec. 9; the SW¼ SW¼ of Sec. 10; the W½ NE¼; S½ NW¼ and N½ SW¼ of Sec. 22; S½ SW¼ of Sec. 27; the E½ W½ and W½ SE¼ of Sec. 34; all in T24N R54E; the W½ NW¼ of Sec. 26; and the E½ NE¼ of Sec. 27; all in T25N R54E, containing 2766.09 acres, more or less, according to the Government Survey thereof, together with any and all vested, accrued and certified water-rights, water, dams, ditches and reservoirs used in connection with the irrigation of the above described lands or allowed or apportioned thereto under the provisions of the Federal Range laws, or otherwise. And in furtherance but not in limitation, including certified water-rights involved in permits numbered 7982, 7983, 7984, 800, 8272, 8273, 8274, 8275 and 8276 issued by the office of the State Engineer of the State of Nevada, together with all the buildings, fences and improvements thereon...

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
139	Joint Tenancy Deed	6/21/1948	Deed 23	281	6/21/1948	Theodore M. Thompson and Olive M. Thompson, husband & wife	Theodore M. Thompson and Olive M. Thompson, husband & wife	\$10	<p><u>T23N R54E</u> Sec. 3: SW$\frac{1}{4}$ NE$\frac{1}{4}$; Lot 4 of NW$\frac{1}{4}$; S$\frac{1}{2}$ NW$\frac{1}{4}$; S$\frac{1}{2}$. Sec. 4: Lots 1 & 2 of NE$\frac{1}{4}$; S$\frac{1}{2}$ N$\frac{1}{2}$; Lot 3 of NW$\frac{1}{4}$; S$\frac{1}{2}$. Sec. 9: NE$\frac{1}{4}$. Sec. 10: N$\frac{1}{2}$ NE$\frac{1}{4}$; SW$\frac{1}{4}$ NE$\frac{1}{4}$; W$\frac{1}{2}$.</p> <p><u>T24N R54E</u> Sec. 4: Lot 2 of NE$\frac{1}{4}$; Lot 3 of NW$\frac{1}{4}$; SW$\frac{1}{4}$ NE$\frac{1}{4}$; SE$\frac{1}{4}$ NW$\frac{1}{4}$. Sec. 9: S$\frac{1}{2}$ NE$\frac{1}{4}$; N$\frac{1}{2}$ SE$\frac{1}{4}$. Sec. 10: SW$\frac{1}{4}$ SW$\frac{1}{4}$. Sec. 22: W$\frac{1}{2}$ NE$\frac{1}{4}$; S$\frac{1}{2}$ NW$\frac{1}{4}$; N$\frac{1}{2}$ SW$\frac{1}{4}$ Sec. 27: S$\frac{1}{2}$ SW$\frac{1}{4}$ Sec. 34: E$\frac{1}{2}$ NW$\frac{1}{4}$; W$\frac{1}{2}$ SE$\frac{1}{4}$; E$\frac{1}{2}$ SW$\frac{1}{4}$</p> <p><u>T25N R54E</u> Sec. 26: W$\frac{1}{2}$ NW$\frac{1}{4}$ Sec. 27: E$\frac{1}{2}$ NE$\frac{1}{4}$</p> <p>Together with all water, water rights, water applications and water permits or privileges, connected with belonging to, appurtenant or incident to the lands hereby conveyed, or used in connection with all or any part of the above described premises, or used or usable in connection therewith, and all dams, reservoirs, and ditches, canals or works or storage, for storage or carrying of water now owned or used in connection with any of the above described lands...or used in connection therewith, including stock watering rights or privileges; Together with all range, ranges, and range rights, permits now and heretofore used, claimed and enjoyed in connection with the hereinabove described land.</p>

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
141	Property Taxes	6/31/1956	1956 Assess Roll		6/31/1956	Theodore & Olive Thompson	Eureka County		SW ¹ / ₄ NE ¹ / ₄ , S ¹ / ₂ , S ¹ / ₂ NW ¹ / ₄ , Lot 4 of NW ¹ / ₄ in Sec. 3; Lots 1, 2, & 3 of NW ¹ / ₄ , S ¹ / ₂ N ¹ / ₂ , S ¹ / ₂ of Sec. 4; NE ¹ / ₄ of Sec. 9; W ¹ / ₂ , W ¹ / ₂ NE ¹ / ₄ , NE ¹ / ₄ NE ¹ / ₄ of Sec. 10; all in T23N R54E; W ¹ / ₂ NE ¹ / ₄ ; S ¹ / ₂ NW ¹ / ₄ ; N ¹ / ₂ SW ¹ / ₄ of Sec. 22; S ¹ / ₂ SW ¹ / ₄ of Sec. 27; W ¹ / ₂ SE ¹ / ₄ ; E ¹ / ₂ W ¹ / ₂ of Sec. 34; SW ¹ / ₄ NE ¹ / ₄ ; SE ¹ / ₄ NW ¹ / ₄ ; Lots 2 & 3; S ¹ / ₂ NE ¹ / ₄ ; N ¹ / ₂ SE ¹ / ₄ of Sec. 9; SW ¹ / ₄ SW ¹ / ₄ of Sec. 10; all in T24N R54E; W ¹ / ₂ NW ¹ / ₄ of Sec. 26; E ¹ / ₂ NE ¹ / ₄ of Sec. 27; all in T2N R54E. Meadow: 50A @ \$40; 350A @ \$25; Grazing: 50A @ \$6; 500A @ \$2; 1816A @ \$1.25 1950 Minn. Mol. Combine Stock Cattle 600, Bulls 14...
140	Deed of Trust	3/5/1965	Book 6	590	3/18/1965	Theodore M. Thompson & Olive M. Thompson, husband & wife	Albert C. Gianoli or W. J. Benson, Trustee & First Natl. Bank of Ely		\$50,000 loan
142	Property Taxes	6/31/1968	1968 Assess Roll		6/31/1968	Theodore & Olive Thompson	Eureka County		SW ¹ / ₄ NE ¹ / ₄ , S ¹ / ₂ , S ¹ / ₂ NW ¹ / ₄ , Lot 4 of NW ¹ / ₄ in Sec. 3; Lots 1, 2, & 3 of NW ¹ / ₄ , S ¹ / ₂ N ¹ / ₂ , S ¹ / ₂ of Sec. 4; NE ¹ / ₄ of Sec. 9; W ¹ / ₂ , W ¹ / ₂ NE ¹ / ₄ , NE ¹ / ₄ NE ¹ / ₄ of Sec. 10; all in T23N R54E; W ¹ / ₂ NE ¹ / ₄ ; S ¹ / ₂ NW ¹ / ₄ ; N ¹ / ₂ SW ¹ / ₄ of Sec. 22; S ¹ / ₂ SW ¹ / ₄ of Sec. 27; W ¹ / ₂ SE ¹ / ₄ ; E ¹ / ₂ W ¹ / ₂ of Sec. 34; SW ¹ / ₄ NE ¹ / ₄ ; SE ¹ / ₄ NW ¹ / ₄ ; Lots 2 & 3; S ¹ / ₂ NE ¹ / ₄ ; N ¹ / ₂ SE ¹ / ₄ of Sec. 9; SW ¹ / ₄ SW ¹ / ₄ of Sec. 10; all in T24N R54E; W ¹ / ₂ NW ¹ / ₄ of Sec. 26; E ¹ / ₂ NE ¹ / ₄ of Sec. 27; all in T2N R54E. Meadow: 600A @ \$40; Pasture 200A @ \$20; Grazing: 10,000A @ \$2; 500A @ \$2; 2,060 A @ \$1.25 1950 Minn. Mol. Combine Stock Cattle 700, Bulls 20, Saddle horses 8, Work Horses 2, Weaners 150...

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
143	Quitclaim Deed	3/27/1969	Book 28	388	4/9/1969	USDA Farmers Home Administration	Theodore M. Thompson, Jr. a single man		Quitclaim secured property
144	Real Estate Deed of Trust	4/9/1969	Book 28	390	4/9/1969	Theodore M. Thompson, Jr, a single man	Oliver J. Duval, State Director of Farmers Home Administration		\$35,000 loan
145	Deed of Trust	4/6/1971	Official Records 89	174	4/8/1971	Theodore M. Thompson & Olive M. Thompson, husband & wife	Albert C. Gianoli or W. J. Benson, Trustee & First Natl. Bank of Ely		\$60,000 loan
146	Affidavit Terminating Joint Tenancy	4/20/1973	Official Records 45	300	4/20/1973	Olive M. Thompson	The Public		Affidavit of the death of husband Theodore M. Thompson; were the Grantee in Deed dated April 17, 1946, wherein Olive M. Thompson and Theodore M. Thompson, were Grantees, as joint tenants with right of survivorship and not as joint tenants in common, conveying those certain lots, pieces or parcels of land situate in the County of Eureka, State of Nevada, described in said Deed recorded June 9, 1947, in Liber 23 of Deeds, Page 163.
147	Full Reconveyance	4/6/1971	Official Records 51	151	3/17/1975	Albert C. Gianoli, Trustee under Deed of Trust	Theodore M. Thompson & Olive M. Thompson		Does quitclaim and reconvey...all of the property covered by said Deed of Trust now held by said Trustee under terms of said Deed of Trust.

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
148	Administrator's Deed	6/10/1977	Official Records 59	170	6/10/1977	T. Milton Thompson, Admin. of the Estate of Olive M. Thompson	T. Milton Thompson, a single person		Order of the Third Judicial District Court to grant, bargain and sell... Lot 4, S½ NW¼; S½ of Sec. 3; Lots 1, 2, 3; S½ N½; and the S½ of Sec. 4; the NE¼ of Sec. 9; the W½ of Sec. 10; and N½ NE¼; SW¼ NE¼ of Sec. 9; 10; all in T23N R54E; Lots 2 and 3; SE¼ NW¼ and SW¼ NE¼ of Sec. 4; the S½ NE¼; N½ SE¼ of Sec. 9; the SW¼ SW¼ of Sec. 10; the W½ NE¼; S½ NW¼ and N½ SW¼ of Sec. 22; S½ SW¼ of Sec. 27; the E½ W½ and W½ SE¼ of Sec. 34; all in T24N R54E; the W½ NW¼ of Sec. 26; and the E½ NE¼ of Sec. 27; all in T25N R54E, containing 2766.09 acres, more or less, according to the Government Survey thereof, together with any and all vested, accrued and certified water-rights, water, dams, ditches and reservoirs used in connection with the irrigation of the above described lands or allowed or apportioned thereto under the provisions of the Federal Range laws, or otherwise. And in furtherance but not in limitation, including certified water-rights involved in permits numbered 7982, 7983, 7984, 800, 8272, 8273, 8274, 8275 and 8276 issued by the office of the State Engineer of the State of Nevada, together with all the buildings, fences and improvements thereon...
149	Order Approving Partial Distribution of Assets of the Estate	6/10/1977	Official Records 59	173	6/13/1977	T. Milton Thompson, Admin., Estate of Olive M. Thompson, Deceased	T Milton Thompson & T Milton Thompson, Admin.		It is hereby ordered that the Thompson Ranch property, including personal property livestock, equipment and improvements thereon, shall be and is hereby ordered distributed to Grantee
150	Real Estate Deed of Trust	6/14/1977	Official Records 59	175	6/14/1977	Theodore M. Thompson, a single person	Maynard C. Wankier, Trustee, Farmers Home Administration		\$100,000 loan

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
151	Grant, Bargain and Sale Deed	4/30/2008	Official Records	0211 800	5/1/2008	T. Milton Thompson	Cedar Ranches, LLC		<p><u>T23N R54E</u> Sec. 3: SW$\frac{1}{4}$ NE$\frac{1}{4}$; Lot 4 of NW$\frac{1}{4}$; S$\frac{1}{2}$ NW$\frac{1}{4}$; S$\frac{1}{2}$. Sec. 4: Lots 1, 2 and 3, S$\frac{1}{2}$ N$\frac{1}{2}$; S$\frac{1}{2}$. Sec. 9: NE$\frac{1}{4}$. Sec. 10: W$\frac{1}{2}$ NE$\frac{1}{4}$; NE$\frac{1}{4}$ NE$\frac{1}{4}$; W$\frac{1}{2}$ <u>T24N R54E</u> Sec. 22: W$\frac{1}{2}$ NE$\frac{1}{4}$; S$\frac{1}{2}$ NW$\frac{1}{4}$; N$\frac{1}{2}$ SW$\frac{1}{4}$ Sec. 27: S$\frac{1}{2}$ SW$\frac{1}{4}$ Sec. 34: E$\frac{1}{2}$ W$\frac{1}{4}$; W$\frac{1}{2}$ SE$\frac{1}{4}$ Excepting and Reserving Therefrom all minerals, oil, gas, geothermal, and other hydrocarbon rights together with access to t. Milton Thompson for life, then the remainder shall revert back to the Owner of Record. Together With all of Grantor's water rights and privileges of any legal nature and kind appurtenant or related to the above-described property, whether, surface (Spring, creek, river) or underground, ditch rights, wells, canals, pumps, ditch pipes, pipelines, and related appropriation and conveyance facilities, and all water right applications, permits and/or certificates, vested or claimed rights, decreed or non-decreed rights, appurtenant or not appurtenant to the above-described property, adjudicated or non-adjudicated, whether held in the name of Grantor or be title subsequently obtained, including but not limited to Permit Nos. 1820, 2441, 6914, 7982, 7983, 7984, 8000, 13726, 13727 and Vested Claims V01114, V01115, V01319, V01521, V02846 and V02847.</p>
152	Notice of First Right of Refusal	4/30/2008	Official Record	0211 802	5/1/2008	T. Milton Thompson	Cedar Ranches, LLC		
153	Full Reconveyance	4/4/2008	Official Record	0211 896	5/29/2008	USDA Farm Service Agency	Theodore M. Thompson, a single person		

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
154	Deed of Full Reconveyance	8/7/2008	Official Records	2122 83	8/22/2008	Michael C. Van, Esq., Trustee	Cedar Ranches, LLC, Trustor		<u>T23N R54E</u> Sec. 3: SW $\frac{1}{4}$ NE $\frac{1}{4}$; Lot 4; S $\frac{1}{2}$ NW $\frac{1}{4}$; S $\frac{1}{2}$. Sec. 4: Lots 1, 2 and 3, S $\frac{1}{2}$ N $\frac{1}{2}$; S $\frac{1}{2}$. Sec. 9: NE $\frac{1}{4}$. Sec. 10: N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ <u>T24N R54E</u> Sec. 22: W $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 27: S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 34: E $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$ Water Rights Application Nos.: 1820, 6914, V01114, V01115, V01319; V01521; V02845; V02846; V02847; 13726; 13727; 7982; 7983; 7984; 8000
155	Notice of Default and Election to Sell	4/16/2009	Official Records	2132 43	8/20/2009	Cedar Ranches, LLC, Trustor, Michael C. Van, Esq.	Private Capital Group, Inc.	\$550,000	<u>T23N R54E</u> Sec. 3: SW $\frac{1}{4}$ NE $\frac{1}{4}$; Lot 4; S $\frac{1}{2}$ NW $\frac{1}{4}$; S $\frac{1}{2}$. Sec. 4: Lots 1, 2 and 3, S $\frac{1}{2}$ N $\frac{1}{2}$; S $\frac{1}{2}$. Sec. 9: NE $\frac{1}{4}$. Sec. 10: N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ <u>T24N R54E</u> Sec. 22: W $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 27: S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 34: E $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$ Water Rights Application Nos.: 1820, 6914, V01114, V01115, V01319; V01521; V02845; V02846; V02847; 13726; 13727; 7982; 7983; 7984; 8000
156	Grant of Right of Way Easement	7/16/2009	Official Records	2136 25	7/24/2009	Cedar Ranches, LLC.	Mt. Wheeler Power, Inc.		A strip of land 25' in width and 1,070' in length

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
157	Warranty Deed	7/1/2010	Official Records	2154 31	8/30/2010	Cedar Ranches, LLC.	Private Capital Group, Inc.		<u>T23N R54E</u> Sec. 3: SW $\frac{1}{4}$ NE $\frac{1}{4}$; Lot 4; S $\frac{1}{2}$ NW $\frac{1}{4}$; S $\frac{1}{2}$. Sec. 4: Lots 1, 2 and 3, S $\frac{1}{2}$ N $\frac{1}{2}$; S $\frac{1}{2}$. Sec. 9: NE $\frac{1}{4}$. Sec. 10: N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ <u>T24N R54E</u> Sec. 22: W $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 27: S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 34: E $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$ Water Rights Application Nos.: 1820, 6914, V01114, V01115, V01319; V01521; V02845; V02846; V02847; 13726; 13727; 7982; 7983; 7984; 8000
158	Quit Claim Deed	3/14/2011	Official Records	2182 87	8/3/2011	Michael Burke & Beth Burke, et. al.	Thompson Ranch II, LLC		<u>T23N R54E</u> Sec. 3: SW $\frac{1}{4}$ NE $\frac{1}{4}$; Lot 4; S $\frac{1}{2}$ NW $\frac{1}{4}$; S $\frac{1}{2}$. Sec. 4: Lots 1, 2 and 3, S $\frac{1}{2}$ N $\frac{1}{2}$; S $\frac{1}{2}$. Sec. 9: NE $\frac{1}{4}$. Sec. 10: N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ <u>T24N R54E</u> Sec. 22: W $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 27: S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 34: E $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$ Water Rights Application Nos.: 1820, 6914, V01114, V01115, V01319; V01521; V02845; V02846; V02847; 13726; 13727; 7982; 7983; 7984; 8000

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
159	Deed of Reconveyance	8/16/2011	Official Records	2186 02	9/19/2011	Michael C. Van, Esq., Trustee & Cedar Ranches, LLC, Trustor	Private Capital Group, Inc.		<u>T23N R54E</u> Sec. 3: SW $\frac{1}{4}$ NE $\frac{1}{4}$; Lot 4; S $\frac{1}{2}$ NW $\frac{1}{4}$; S $\frac{1}{2}$. Sec. 4: Lots 1, 2 and 3, S $\frac{1}{2}$ N $\frac{1}{2}$; S $\frac{1}{2}$. Sec. 9: NE $\frac{1}{4}$. Sec. 10: N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ <u>T24N R54E</u> Sec. 22: W $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 27: S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 34: E $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$ Water Rights Application Nos.: 1820, 6914, V01114, V01115, V01319; V01521; V02845; V02846; V02847; 13726; 13727; 7982; 7983; 7984; 8000
160	Grant, Bargain and Sale Deed	8/16/2011	Official Record	2186 03	9/19/2011	Thompson Ranch II, LLC	Daniel S. Venturacci, an unmarried man		<u>T23N R54E</u> Sec. 3: SW $\frac{1}{4}$ NE $\frac{1}{4}$; Lot 4; S $\frac{1}{2}$ NW $\frac{1}{4}$; S $\frac{1}{2}$. Sec. 4: Lots 1, 2 and 3, S $\frac{1}{2}$ N $\frac{1}{2}$; S $\frac{1}{2}$. Sec. 9: NE $\frac{1}{4}$. Sec. 10: N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ <u>T24N R54E</u> Sec. 22: W $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 27: S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 34: E $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$ Water Rights Application Nos.: 1820, 6914, V01114, V01115, V01319; V01521; V02845; V02846; V02847; 13726; 13727; 7982; 7983; 7984; 8000

Published Historical Record Exhibits

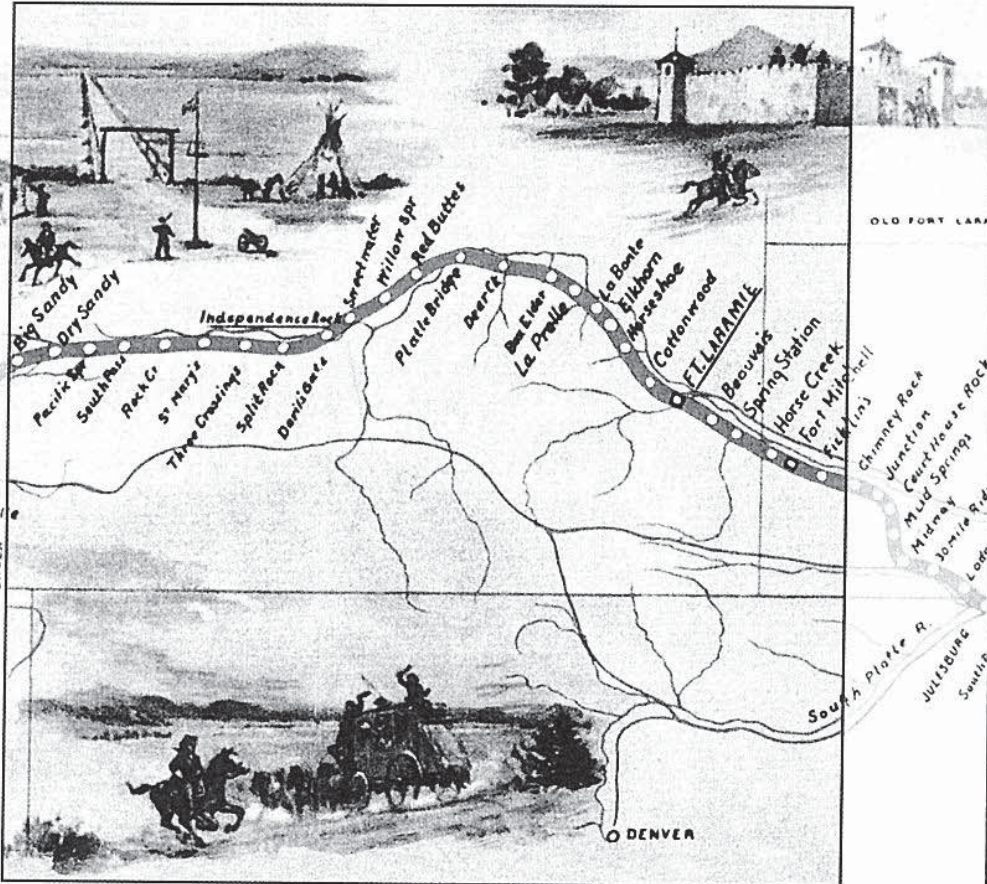
161	<i>The Overland Mail 1849-1869</i> , LeRoy R. Hafen, University of Oklahoma Press (2004)								
162	<i>Stagecoach: Wells Fargo and the American West</i> , Philip L. Fradkin, Simon & Schuster, Inc. (2002)								
163	<i>The Pony Express in Nevada</i> , Nevada State Museum (1976)								
164	<i>History of Nevada 1881</i> , Thompson and West, Howell-North Books, Berkeley, California (1958)								
165	<i>Andrew D. Crofut: Diamond Valley Dust</i> , Mary Ellen Glass, University of Nevada Oral History Program (1970)								
166	<i>There Ain't no Fences</i> , Memiors of Harold Jesse Jacobsen, Compiled and Edited by Cheri Jacobsen and Ardis Jacobsen.								

Doc No.	Nature of Instrument	Date of Instrument	Book	Page	Date Recorded	Grantor	Grantee	Amt	Remarks
167	"Central Overland Route", https://en.wikipedia.org/wiki/Central Overland Route								
168	Lander County Survey's associated with Overland Mail Co., Wells Fargo Co., and Pony Express Central route.								
169	"First transcontinental telegraph", www.Wikipedia.com								
170	Historical Photos								

EXHIBIT 1

— THE SAGA OF THE —

PONY EXPRESS



JOSEPH J. DI CERTO

© 2002 by Joseph J. Di Certo

Fourth Printing, December 2011

Cover art: Map of Pony Express route by
William Henry Jackson, courtesy Pioneer Village

Maps by Tony Moore, Moore Creative Designs

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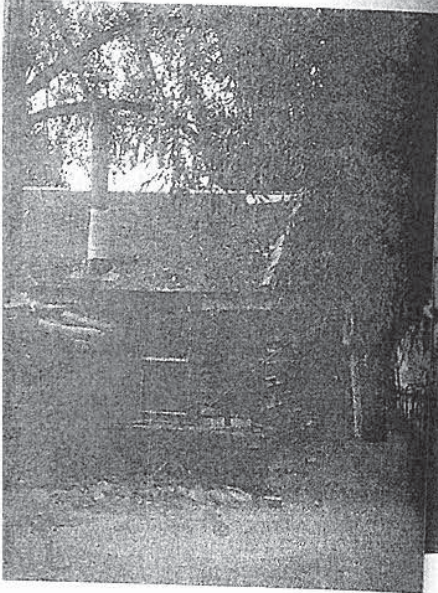
383'.143'0973—dc21

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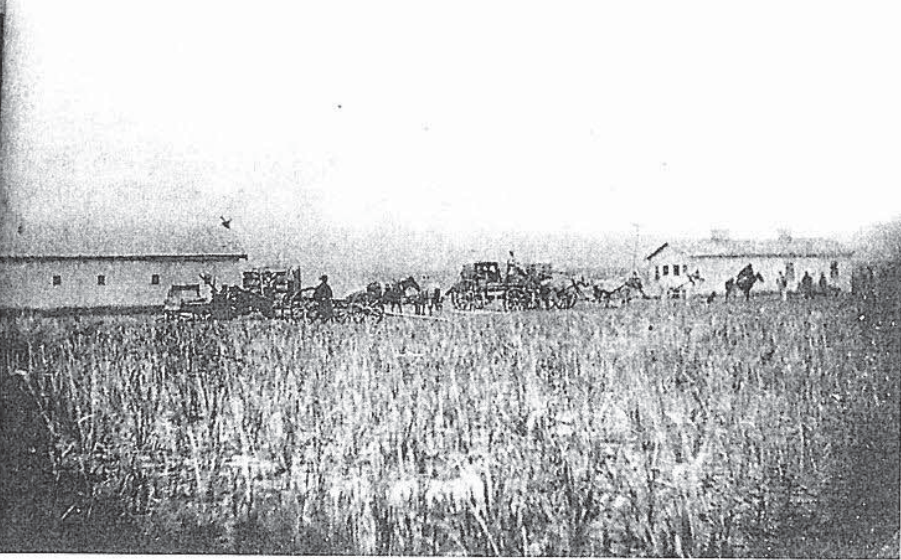
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Deep Creek Station, Utah —Courtesy David C. Bagley



An early photograph of Deep Creek Station, the last Pony Express station in Utah. It was a comfortable home station and residence of Major Howard Egan. —Courtesy David C. Bagley

Antelope Springs Station, Utah. The original station was burned with stones. —Courtesy David C. Bagley



torturous, winding trails were filled with hiding places for ambushing bandits or hostile Utes and Bannock warriors. Here temperatures can range from a high of 122 degrees to a low of negative 50 degrees, and a lost soul could wander for a week without ever finding an inhabited outpost. Yet even here, the Pony Express courier was expected to carry the mail through—on schedule.

The rider headed roughly northwest across what would become the Goshute Indian Reservation. During the first few months of the Pony Express, this section of the run was a brutally long and dangerous one, since there was not a relay station until Antelope Springs, at least fifteen miles away. Later a station called Prairie Gate (or Pleasant Valley) was built about eight miles west of Deep Creek. Prairie Gate opened none too soon; Antelope Springs Station existed for only a couple of months before Paiute warriors burned it to the ground. Just northwest of Antelope Springs stood Spring Valley Station, whose keeper was either Constant Dubail or a man named Reynal. This station was used only during the last few months of the Pony Express service. It was here that rider Elijah N. “Uncle Nick” Wilson had a disastrous encounter with some Paiute warriors, described in chapter 13.



A section of the Pony Express Trail, leading to the Antelope Springs relay station in Nevada. This was a very dangerous portion of the trail when the Paiute War broke out in the spring of 1860. —Courtesy David C. Bagley

At the northern end of the Egan Mountains, the rider reached the home station at Schell Creek, also known as Fort Schellborne, which George Chorpenny and Howard Egan built in 1859. It acquired the title of “fort” when a cavalry company was stationed there to protect the trail after the Pyramid Lake massacre. In the summer of 1860, a fierce battle took place there between the soldiers and a Paiute war party. According to Sir Richard Burton, Francois de France Constant Dubail was the station keeper at the bullet-scarred log cabin.

For a few months, the first stop for the fresh rider was Egan, or Egan’s Canyon, Station, established in the spring of 1860; but by October 5, 1860, when Burton saw the station, all that was left was part of a stone chimney, a few pieces of burnt wood, and evidence of buried bodies. Goshute war parties had attacked it repeatedly and killed several Pony Express personnel. Burton called the trail through Egan Canyon “vile.”

In spite of the dangers, the Pony Express rider kept heading west until he reached Butte Station. This relay station, also known as Bates or Robber’s Roost, was also burned during the Paiute war, but by October 1860 it had been rebuilt. An English Mormon identified only as

Thomas ran the two-room described it thus:

It is about as civilized as place in Central Equator and lockless backboard c and resting on lintels ar locomotives, a slab [acted black soil strewed with as

The inside reflected t perpendiculars, the south vass partition, cut the hut i for four men; standing be and covered with piles of quently represented bed tamped nor swept, and th western wall kept part of point was the fire-place, hall; . . . its inglenooks bo an idea of hospitality and Shakespeare, or Milton; a only attempt at literature.

The rider made a quick st an hour later, at Mountain Mountains. Then, if the ric Mountain would appear as named. The Ruby Valley rel: Billy” Rogers and Frederick Chorpenny’s mail stations i Ruby Valley had rich soil, so t for other Pony Express statio ings, there was also a Shoshon

Climbing up steep hillside the rider finally arrived at Ja Named after General Freder station was not open until O continue for another strenuo Station in the Diamond Mou station, which received its n: The springs continue to flow

From there it was on to St miles west. Little is known ab



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'860. —Courtesy David C. Bagley

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station, also known as Bates
the Paiute war, but by Octo-
Mormon identified only as

Thomas ran the two-room sandstone, wood, and mud structure. Burton described it thus:

It is about as civilized as the Galway shanty, or the normal dwelling-place in Central Equatorial Africa. Outside the door—the hingeless and lockless backboard of a wagon bearing the wounds of bullets—and resting on lintels and staples, which also had formed parts of locomotives, a slab [acted as a] stepping-stone over a mass of sippy black soil strewn with ashes, gobs of meat offal, and other delicacies.

The inside reflected the outside. The length was divided by two perpendiculars, the southernmost of which, assisted by a halfway canvass partition, cut the hut into unequal parts. Behind it were two bunks for four men; standing bedsteads of poles planted in the ground . . . and covered with piles of ragged blankets. The floor, which also frequently represented bedsteads, was rough, uneven earth, neither tamped nor swept, and the fine end of a spring oozing through the western wall kept part of it in a state of eternal mud. A redeeming point was the fire-place, which occupied half of the northern short hall; . . . its inglenooks boasted dimensions which one connects with an idea of hospitality and jollity. . . . There was no sign of Bible, Shakespeare, or Milton; a Holywell Street romance or two was the only attempt at literature.

The rider made a quick stop here to change horses, and another about an hour later, at Mountain Springs Station, in the Maverick Springs Mountains. Then, if the rider approached them at sunset, the Ruby Mountains would appear as deeply red as the jewel for which they were named. The Ruby Valley relay station was operated by William "Uncle Billy" Rogers and Frederick William Hurst. It had been one of George Chorpensing's mail stations in 1859. Unlike most of the rest of Nevada, * Ruby Valley had rich soil, so the station was able to provide food and hay for other Pony Express stations. Because of the relatively lush surroundings, there was also a Shoshone camp as well as an army camp nearby.

Climbing up steep hillsides and winding through twisting canyons, the rider finally arrived at Jacob's Well Station in Huntington Valley. Named after General Frederick Jacobs and the well he dug here, this station was not open until October 1860. Before that, the rider had to * continue for another strenuous hour until he reached Diamond Springs Station in the Diamond Mountains. William Cox, a Mormon, ran this station, which received its name from the nearby crystalline springs. The springs continue to flow to this day.

From there it was on to Sulphur Springs Station, more than fifteen miles west. Little is known about the original station, but in July 1861 a

* new station was built at Sulphur Springs. In a wink of an eye, the rider was off again, heading southwest through endless hills and across acres of desert in Indian territory. After perhaps as far as twenty miles, he reached the last station in Howard Egan's division, Roberts Creek. Built as a home station for the Pony Express in the spring of 1860, Roberts Creek Station was shortly thereafter attacked by warring Indians and burned. It was immediately, if only partially, rebuilt.

West of Roberts Creek Station, the Pony rider entered Bolivar Roberts's division. For the first fifteen months of the Pony Express, riders had to make an exhausting thirty-five-mile run from Roberts Creek to the next station, Dry Creek. But by July 1861, Camp, or Grub's Well, Station had been built halfway between the two. From there it was about seventeen southwesterly miles to Dry Creek Station. Also built specifically for the Pony Express in the spring of 1860, Dry Creek soon fell victim to the bloody Paiute war. Its keeper, Ralph Rosier, was killed and his partner, John Applegate, badly wounded. Their harrowing story was told in chapter 9. The new station keeper was known as Colonel Totten. Dry Creek probably served as a home station.

There is disagreement among historians about whether or not Cape Horn Station existed. If it did exist, it was only a relay station. The next relay station was Simpson's Park (named for Captain James H. Simpson), another small oasis in an otherwise barren land, with good water, plenty of trees, and lush grass. Unfortunately, barely two months after the station's construction, on May 20, 1860, Indians attacked it, killing station keeper James Alcott, scattering the livestock, and burning the structure to the ground. It took a while to rebuild; in the meantime, the Pony rider continued on.

The next station, Reese River, also known as Jacob's Spring or Jacobsville (for its keeper, George Washington Jacobs), was one of those George Chorpensing built in 1859. It too was put to the torch by warring Indians. It was later replaced with an adobe structure. Obviously, the Paiute war devastated the western portion of the Pony Express route. Nevertheless the riders kept going, with or without a place to change horses.

It was a long ride from Reese River to the home station at Smith's Creek. In the last few months of Pony service, another station, Dry Wells, aka Mount Airy, was constructed in the Shoshone Mountains, halfway in between. Smith's Creek home station, in the Desatoya Mountains, was, according to Sir Richard Burton, very comfortable, but it was not always peaceful. In addition to Indian attacks, there was

frequent fighting among the H. Trumbo shot a rider named [unclear] survived. In an even more violent argument with fellow [unclear] shot him dead. Officials had [unclear]

The new rider's first relay fact existed. The next was [unclear] station, which Bolivar Roberts [unclear] Several men ran this station, [unclear] liams, along with Kelly. But [unclear] band of Paiute attacked, killing [unclear] Two weeks later the Indians [unclear] the station. The Pony worker [unclear] putting gun holes in the structure [unclear]

The next rider's first stop Middle Creek. There may have [unclear] sources refer to as Westgate, [unclear] split into a southern route, [unclear] route, used in the final seven [unclear] Middlegate Station, a rider [unclear] southward then west, making [unclear] canyons, and the like, to Sand [unclear]

Alternate routes on Pony Express Trail

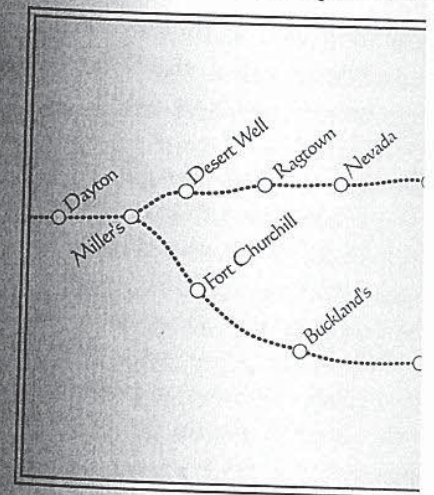
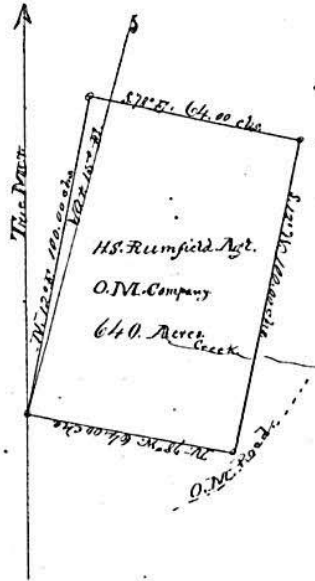


EXHIBIT 2

Survey No. 387



Scale 40 Chs. 1 inch.

Return to same place

Description and Plat of Survey of Land lying Westly from Diamond Springs Station, on Overland Road, in Lander County Nevada Territory. Surveyed for H.S. Rumpfield Agt. Overland Mail Company, By C. H. Griswold Deputy County Surveyor. Feb. 19th 1864.

Chaimmen Ira M. Wines and Elijah M. Steers, Bearings expressed from True Meridian, Variation Station No. 4, 15° E.

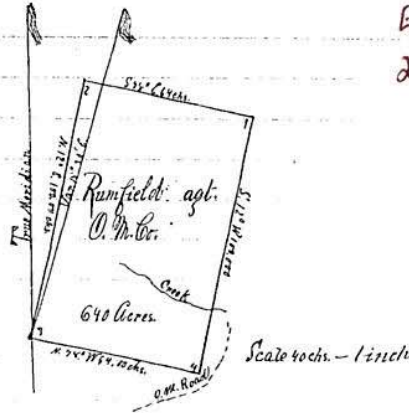
Beginning at Pine Stake North of Telegraph Line in Meadow Field and running thence,

1. N. 12° E. 100.00 chains to Pine Stake in greasewood plain. Thence
2. S. 78° E. 64.00 chains to stake. Thence
3. S. 12° W. 77.00 chains to Diamond Creek crossing Creek about 20.00 chains below Station. Thence 100.00 chains to stake 1 chain West of C.M. Road. Thence,
4. N. 78° W. 64.00 chains to place of beginning.

Containing 649 Acres
I certify the above Description and Plat to be correct.
M. W. Hayes, County Surveyor.
By C. H. Griswold Deputy
County Surveyors Office
Lander Co. N.T.
Feb. 29th 1864.

EU CD
2/29/1864

Survey No. 287



Description and Gt. of survey of land being Vested from Diamond Spring Station on Central Trail road in Lincoln County
North Carolina for W. S. Ramfield agt. Central Trail Company by C. W. Leonard Deputy Co. Surveyor Feb. 19 1864.
Chaimon No. 10. Kansas City Mo. Kans. Bearings and distances previous Variation N. 76° 15' E.
Beginning at low stake North of the top of the hill in the land and running thence

1. N. 12° E. 100.00 chains to first stake in quarter of plain = Point
2. S. 78° E. 69.00 chains to a stake = Wood
3. S. 12° N. 77.16 to diagonal Curb - Curving Curb about 25 chs to the station 100.00 chains to stake 1 chain N. 9° of C. W. Leonard
4. N. 78° N. 69.00 chains to place of beginning Containing 640.00 acres.

Identify the above plot and description to be correct -

No. of Neys County Survey - Kyle W. Leonard Dep.

County Survey Office
And in the State of N.C.
Feb. 24 1864

Recorded as a part of C. W. Leonard's Survey of 25, 1864 at 48 miles in part 12, 13, 14.
E. J. Davis Recorder

Page 199 Liber 1 of Survey Lands to Record

EXHIBIT 3

MAY 1865

Assessment of Property in Lander County, N. T., for the Fiscal Year ending

DATE OF PAYMENT.	TAX PAYER'S NAMES.	DESCRIPTION OF PROPERTY.	Lot.	Block.	Range.	Number of Acres.	VALUE OF REAL ESTATE.	VALUE OF IMPROVEMENTS.
	O Connell D	Austin Town plat	18	8	11		150 00	1 00
Paid Jan 25 1865	Overland mail Co	Pen Wines Oregon Austin						
Paid Jan 25	"	1 Egan Station Stable house Corral				160		
"	"	2 Fuller Station Log house Stable Horral						
"	"	3 Mountain Spring Station "						
"	"	4 Rudy Station house "						
"	"	5 School house "						
"	"	6 Diamond Springs "						
"	"	7 Sulphur " adobe "						
"	"	8 Roberts Creek Station "						
"	"	9 Camp " " "						
"	"	10 Dry Creek " " "						
"	"	11 Cape Horn " " "						
"	"	12 Mountain Dale " " "						
"	"	13 Austin " " "						
"	"	14 Sacaboville " Station house "						
	Ormsby Dr	Clifton improved lot	7	7				
Paid Jan 9 1865	O'Brien Co	Bull and Baldwins Survey	11	11				
Paid Jan 9	Or James	Austin Survey main st	5	5				
"	"	"	21	6				
"	"	"	5					
"	Orland T	Marshall tract Austin	21					
Paid 1865	O'Pearl D & Co	Bull & Baldwins Survey	16	8				
"	Quincy Henry	Upper Austin & H flats		F				
"	"	"	5	10				
"	"	"	7					
Paid Nov 30 1865	O'Daugherty Mr	Orge City Survey	13	39				
"	"	"	11					
"	"	"	2	8				
Paid Jan 1865	Olds E	" west of " " "	1	7				
"	"	"	2	7				
Paid Feb 25 1865	Oregon Mining Co	Upper Austin	1	13				
"	Or Mr	Orge City Survey	3	12				
"	"	" " " "	11					
"	Ormslock Mr	Upper Austin 1st ward	8	5				
Paid 1865	O'Daugherty J	Washington	3	10				
"	"	"	4					
"	"	"	3	39				
"	"	"	11					

6850 00 1

MAY 18/15 ✓

Assessment of Property in Lander County, N. T., for the Fiscal Year ending

TAX PAYER'S NAMES.	DESCRIPTION OF PROPERTY.	Lot.	Block.	Range.	Number of Acres.	VALUATION OF	
						VALUE OF REAL ESTATE.	VALUE OF IMPROVEMENTS.
Q C Council L	Austin Town plat	13	8	N ^o		150 00	0 00
Overland mail Co.	San-Wine agent Austin						
"	1 Egan Station State, house, school				160		300 00
"	2 Kulte Station, log house, stable, corral						150 00
"	3 Mountain Spring Station " "						200 00
"	4 Faily Valley Station, house " "						300 00
"	5 Ashbowells " " " "						150 00
"	6 Diamond Springs " " " "				160		300 00
"	7 Sulphur " " Adobe house						150 00
"	8 Roberts Creek Station, stable, house, corral						200 00
"	9 Camp " " " "						200 00
"	10 Dry Creek " " " "						300 00
"	11 Cape Horn " " " "						150 00
"	12 Montana Hill " " " "						150 00
"	13 Austin Hill " " lot + log stable						150 00
"	14 Birchville " " " "						300 00
Crosby Dr	Elfton improved lot	7	7			50 00	100 00
C. Brown C	Buck + Sealemans Survey Austin	11	11			500 00	400 00
Or James	Austin City Survey main St.	5	5			2000 00	
"	" " " " "	11	6	S			
"	" " " " "	5	"	"			300 00
Ordano T	Marsh's Fract Austin	11				500 00	700 00
C. Starr D + Co	Buck + Sealemans Survey Austin	11	8	N		150 00	100 00
C. Skat. Felix	Big Creek banner Farm Sds, mill				160		
"	Pringle, N of Survey 50						
Crosby Sidney	Upper Austin East Addition 7 lots					50 00	
"	" " " " "	5	10				
"	" " " " "	7	"				
J C Dougherty Mrs	Criff City Survey Austin	13	39				
J	" " " " "	14	"			300 00	
"	" " " " "	2	8			300 00	
Olds E	" " " " "	1	7				
"	" " " " "	2	"			200 00	
Oregon Mining Co	Upper Austin	7	13			350 00	100 00
Or Mrs	Criff Survey, Criff Austin	3	12				
"	" " " " "	4	"			400 00	100 00
Oradock W ^{rs}	Upper Austin 1st ward	8	5				400 00
J O Dargatz J	Washington	3	40				
J	" " " " "	4	"			100 00	
J	" " " " "	3	39				
J	" " " " "	4	"			100 00	

EXHIBIT 4

1865

ASSESSMENT ROLL OF PROPERTY in Lander County, Nevada, for the Fiscal

Date of Payment.	TAX PAYERS' NAMES.	DESCRIPTION OF PROPERTY.	REAL ESTATE.								
			Real Estate. No. of Acres.	Possessory Claim. No. of Acres.	Section.	No. of Lot.	No. of Block.	Range.	VALUE OF LAND.	VALUE OF IMPROVEMENTS.	Value of Improvements Assessed to Property other than the Owner of the Land.
	Ousley H.	Upper Austin. adjoining Eastern addition. Possessory claims to lots				527	10		200.00		
		Improvements on lot 7 Adobe house.								200.00	
Paid Nov 15	Mrs Overton J.L.	Upper Austin, Possessory claims				3	19		150.00		250.00
		Improvements, Adobe house -									250.00
		Eastern Addition, Upper Austin.				1	A		50.00		
		Improvements, Adobe house									50.00
Paid.	Osborn Henry	Personal property.									
Paid Oct 7	Overland Mail Co.	Possy. claims to Esau Station including survey. & m. Co.							300.00		
		Also to Bull Station							150.00		
1/24. 86		" - Mountain "							200.00		
		" - Ruby "							300.00		
		" " Jacobs Hills "							150.00		
		" " Diamond "									
		including survey O.M. Co.							300.00		
		Also to Sulphur Station							150.00		
469.60 deducted by order of Colman		" - Roberts "							200.00		
		" - Camp "							200.00		
		" " Dry Creek "							300.00		
		" " Pipe Horn "							150.00		
		" " Jacobsville " and Mt Airy By. S. & C							600.00		
		" " Mountain Dell "							150.00		
		" - passy claim to lots				13	19		100.00		
		in Northern Ad ⁿ to Austin.				14	19		100.00		
		Also passy claims to a tract of land in Reese River Valley about				15	19		100.00		
		1 1/2 miles southwest from Jacobs Spring: containing 640 acres				16	19		100.00		
		Survey No. 3									640.00
		Personal property consisting of Stage stock, grain, cattle &c									
Paid	Orr James	Possy claim, Austin Survey.				5	5	S	1500.00		1000.00
		Improvements.				4	6	S	100.00		150.00
		Possy. claim				5	6	S	100.00		300.00
Sept		Improvements.				6	6	S	100.00		100.00
		Possy. claim				9	18		100.00		
		Improvements.				H	6		200.00		
28 1/2		Possy claim									
		" - 1/2 lot									
		Personal property.									
		Carried Forward to Folio 24.							6400.00		2600.00

EXHIBIT 5

1865

115-

(No. 25.)

ALPHABETICAL LIST of Persons in Division No. _____, of Collection District No. _____, of the _____, liable to a tax under the Excise laws of the United States, and the amount thereof, as assessed by _____, Assistant Assessor, and by _____, Assessor, returned to the Collector of said District, for the month of _____, 1865.

Assessors must be particular to fill all the blanks in this form, as far as practicable, and to number all articles and occupations upon which taxes are assessed to correspond with the entry in the Abstract.

No. of Lists	NAME	LOCATION AND POST OFFICE ADDRESS <i>if Name</i>	ARTICLE OR OCCUPATION	No. in Abstract	QUANTITY OR VALUATION	RATE OF TAX	AMOUNT OF TAX UPON PARTICULAR ARTICLE	TOTAL	DATE OF PAYMENT
1			Amount brought forward				11019 70		
2	Leffield, Phelar	Austin	Goldwatch	372	1 1/2		1 -		
3	Steiner, Leopold	Steiner's Ranch		273	1 3/4		2 -		
4			Income	241	794	5%	39 71	41 71	
5	Stimley, V.C. H.P.	Jankinblade	Butcher in City	235		21		25 -	
6	Switakell, C.	Austin	Income	241	582	5%	27 60		
7			Goldwatch	372	1 1/2		1 -	28 60	
8	Thomas, George A.				2		2 -		
9			Income	241	1180	5%	57 10	59 50	
10	Thurston, G.B.				1630		81 50		
11			Goldwatch	372	1 1/2		1 -	82 50	
12	Terry, George D.				273	1 3/4	0 -		
13			Income	241	1755	5%	87 90	89 90	
14	Tutwiler, J.A.	Grubbs Mills			463			28 15	same as above
15	Toussaint, Daniel	Austin			1790		89 50	90 50	same as above
16			Goldwatch	372	1 1/2		1 -	90 50	
17	Spurston, H.D.		Lawyer	216		10		10 -	
18	Triplett, J.C.		Living Black Horse	217				10 -	
19	Watney, R.H.		Income	241	288	5%		14 40	
20	Williams, Elias	Millville			4400		220 -		
21					240	5 1/2%	545 30		
22			Goldwatch	373	1 3/4		2 -	770 30	
23	Woodward, Samuel	Arby Valley			372	1 1/2	1 -		
24			Income	241	2570	5%	128 50	126 -	
25	Wines, Norman	Diamond Springs			600		30 -		
26			Eating House	206		10		40 -	
27	Whitton, J.C.	Austin	Living Black Horse	217				10 -	
28	Walker, David		Butcher in City	235		21		25 -	
29	Waterhouse, R.M.							25 -	
30	Wheeler, Franks						35 -		same as above
31			Goldwatch	240		50		50 -	
32			Goldwatch	372	1 1/2		1 -		
33			Income	241	1000	5%	50 -	126 -	
34	Hatt & Spence		Butchers	195		10		10 -	
35	Nelson, Samuel							10 -	
36	Nielland, G.W.		Physician	231				10 -	
37	Niscom, H.H.							10 -	
38	Ragener, Charles H.		Apothecary	174			10 -		
39			Income	241	510	5%	25 50	35 50	
40	Reed, Thomas				2859		142 95		
41			Lawyer	216		10		152 95	
42	Ricker & Bros.		Apportioned	179				10 -	same as above
43	Waterman, Geo. A.		Goldwatch	372	1 1/2		1 -		
44			Carried forward					12851 70	

303 Names

1865

18.

(No. 28.)

ALPHABETICAL LIST of Persons in Division No. 9, of Collection District No. One, of the State of Nevada, liable to a tax under the Excise laws of the United States, and the amount thereof, as assessed by J. M. Donald, Assistant Assessor, and by Warren Hassasi, Assessor, returned to the Collector of said District, for the month of June August, 1865.

Assessors must be particular to fill all the blanks in this form, as far as practicable, and to number all articles and occupations upon which taxes are assessed to correspond with the entry in the Abstract.

No. of Lic.	DATE	Full Name & RESIDENCE	LOCATION	ARTICLE OR OCCUPATION	No. of ARTICLES	QUANTITY	VALUATION	RATE OF TAX	AMOUNT OF TAX FROM PARTICULAR ARTICLES	TOTAL
1	June 17	Mitchell John A.	Austin	Income	241		67	5 7/8		3 35-
2	May 10	Olds Barbara	"	Livery plate Regn	217			11		10 00-
3	June "	Pfeifer Peter	"	Retail liquor dealer	236			28		22 92-
4	17	Perkins G C	"	Income	241		535	5 7/8		27 35-
5	May 10	Richards & Co.	Ogan	Retail dealer	232			15		15 00-
6	July "	"	"	" liquor dealer	238			25		20 85-
7	June "	Scott Jerry	Austin	"	"			"		22 92-
8	May 10	Snyder & Delaney	Kingston	"	"			"		23 80-
9	June "	"	"	Rating House	206			10		9 17-
10	"	Smith & Row	"	"	"			"		9 17-
11	May "	"	"	Retail liquor dealer	235			25		25 00-
12	June 19	Schermier John H	Austin	Income	241		445	5 7/8		22 25-
13	28	Scott R B	Kingston	Hatch	276			2		1 00-
14	May 10	Toumbor J R	Austin	Retail dealer	234			11		15 00-
15	June 10	Verbe B A	"	Income	241		527	5 7/8	26 35-	
16	"	"	"	Hatch	272			1	1 00-	27 35-
17	"	Verbe L A	"	Income	241		527	5 7/8	26 35-	
18	"	"	"	Hatch	272			1	1 00-	28 35-
19	24	Wines Len	"	Income	241		1800	5 7/8	65 00-	
20	"	"	"	Hatch	272			1	1 00-	66 00-
21	10	Wheeler Frank	"	Wholesale liquor dealer	240			5		26 85-
22	19	Williams R H	"	Hatch	272			1		1 00-
23	July 10	Williams Alas	Milville	Income	241		4200	5 7/8	200 05-	
24	"	"	"	Hatch	273			2	2 00-	202 05-
25	91 names									
26	<u>Recapitulation</u>									
27	Articles in Schedule A - \$ 21.00									
28	Income - 863.22									
29	Licenses - 526.29									
30	<u>Total</u> - \$ 1410.51									
31	Amount									
32	Licenses 526.29									
33	Income 879.10									
34	Schedule 21.12									
35	\$ 1426.51									
36	I hereby acknowledge the receipt of a list of taxes assessed by and under the authority of James Hassasi, Assessor for the District of Nevada, of which the foregoing is a copy. Amounting in the aggregate to Eighteen thousand and two hundred and twenty six dollars and fifty one cents.									
37	Dated at Carson City, Nev. 27th day of August 1865									
38	James Gilley									
39	J. M. Donald									
40	District of Nevada									
41	1865									
42	1865									

EXHIBIT 6

Assessment Roll of Property in Lander County, Nevada, for the Fiscal

DATE OF PAYMENT.	TAX PAYER'S NAMES.	DESCRIPTION OF PROPERTY.	REAL ESTATE.					
			No. of Lot.	No. of Block.	Range.	Value of Land.	Value of Improvements.	Value of Improvements not assessed to persons other than the owners of the land.
Paid	Osborn S B and Wright G. S. Hamilton	Possessory Claim to 100 Acres of Agricultural and Sage Brush Land in Dunes Canon, bounded on the West by Col. Critchens ranch and about 15 miles North of Austin Personal Property				\$1000 00		
Paid	Coverland Mail Co D. M. Co. Lem. News etc	Possessory Claim to Cogan Station including C. M. Co's Survey Also to Butte Station Also to Mountain Spring Station Also to Shacks Wells Station Also to Diamond Station including Survey of C. M. Co Also to Sulphur Station Also to Roberts Station Also to Camp Station Also to Dry Creek Station Also to Cape Horn Station Also to Austin Station Also to Lots 1-2-3-4-9-10-11-12 Blk 113 Also to Shoshone Station and R. River Also to Mount Winy Station Also claim to a tract of land in Acacia River Valley about 1 1/2 miles Southwest from Shacks Springs Containing 600 Acres Survey #3 Personal Property				\$1000 00 \$200 00 \$2000 00 \$200 00 \$1000 00 \$200 00 \$200 00 \$100 00 \$300 00 \$200 00 \$2500 00 \$500 00 \$1000 00 7200 00		
	Old Colony Mining Company & Stanford et al	Improvements on Old Colony Mine consisting of Engine, Boilers, Ore Track House &c, located on Lander Hill, near the Morgan & Henry Carried forward to Folio 2115				\$5000 00 2200 00 2000 00		

Year ending December, 1866, to all Owners or Claimants, known or unknown.

Value of Personal Property.	TOTAL VALUE.	BOARD OF EQUALIZATION.		Apportion of Tax to State.	APPORTIONMENT OF TAX TO COUNTY.					TAXES School Fund.	REMARKS
		Raised.	Reduced.		General Fund.	Judicial Sick Fund.	Contingent Fund.	Redemption Fund.	School Fund.		

\$415.00

2290⁰⁰ 1225⁰⁰ 2169⁰⁰ 2169⁰⁰ 917⁰⁰ 257⁰⁰ 111⁰⁰ 2169⁰⁰

\$2290.00 / \$3944.00

1195 65⁰⁰ 22273⁰⁰ 6510⁰⁰ 1311⁰⁰ 1195 65⁰⁰ 2935⁰⁰ 2307⁰⁰ 1116 21

\$5000.00
\$6200.00 11111111

12 00 32 00 8 00 8 00 24 00 7 00 3 00 200 00
25116⁰⁰ 29649⁰⁰ 7000⁰⁰ 7020⁰⁰ 200 70⁰⁰ 19 00⁰⁰ 27 00⁰⁰ 1305 70⁰⁰

EXHIBIT 7

Survey No 119 Book D

2 SURVEYS 94
2/13/1866
EUREKA CA.
TRANSCRIBED

Scale 1 inch = 1 mile



Description and Plat of Survey of Land lying on Orchard Point road at the Springs in West side of Diamond
Quadrangle in Santa Cruz County State of Nevada Surveyed for Van Horn's Villa by E. H. Sumner Deputy County
Surveyor February 6, 1866

Claimant Van Horn's Villa and John Villa bearing reference from the true and correct Plat of Station No 15 East
Beginning at stake and corner of stone on ridge and thence

- 1 N. 22.00 chains to a stake and corner of stone thence
- 2 East 22.00 chains to stake and corner of stone at base of rocky mound - thence
- 3 South 22.00 chains to stake and corner of stone thence
- 4 West 12.00 chains to place of Beginning Containing 24 Acres

Attest the above description and plat to be correct
E. H. Sumner
Deputy County Surveyor

Dated Feb 6, 1866

Plat S. 200000 Stamp 50 Canceled State Revenue Stamp 50 Canceled

County of Santa Cruz ss Van Horn's Villa being duly sworn says that he has taken and claim as a part of the Public
Lands within the State for the purpose of occupying and settling upon the same in accordance
with the Statute in such cases made and provided a tract of land described in the accompanying Plat and description
and which he claims as a part of the said Public Lands in the State of Nevada as shown under the act of occupying
the same of maintaining and defending the same against all other persons in the State of Nevada as shown under the act of occupying
and to the best of his knowledge and belief that the said lands are not claimed under any existing title
Van Horn's Villa

Subscribed and sworn to before me this 27th day of February 1866
Charles Henderson Justice of the Peace

Plat S. 200000 Stamp 50 Canceled State Revenue Stamp 50 Canceled
Recorded at request of W. J. Powell March 15, 1866 at 31 min past 11 O'Clock
E. J. Owsen Recorder

Page 301 Liber 3 of Survey Santa Cruz County Nevada

EXHIBIT 8

1867

Assessment Roll of Property in Lander County, Nevada, for the Fiscal Year commencing

DATE OF PAYMENT.	TAX PAYERS' NAMES.	DESCRIPTION OF PROPERTY.	REAL ESTATE.				
			No. of Lot.	No. of Block.	Range.	Value of Land or Possessory Claims.	Value of Improvements.
Paid Nov. 5. 67	Wells Fargo and Co Land Agent.	Possessory claim to Spring Valley Station				\$	\$
		Schell Creek Station				\$ 200.00	\$
		Egan Cañon Station, including Survey				\$ 500.00	\$
		Butte Station				\$ 100.00	\$
		Mountain Springs Station				\$ 200.00	\$
		Sacobs Hill Station				\$ 200.00	\$
		Diamonds Springs, including Survey				\$ 100.00	\$
		Sulphur Springs Station				\$ 200.00	\$
		Roberts Creek Station				\$ 200.00	\$
		Grubbs Hill Station				\$ 100.00	\$
		Dry Creek Station				\$ 200.00	\$
		Cape Horn Station				\$ 200.00	\$
		Austin Station, including Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12. Block 43.	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12			\$ 2000.00	\$
		Green River Station, including Survey of R. R. Valley 1/2 miles South West from Jacobs Springs containing 640 acres				\$ 500.00	\$
		Mount Aery Station				\$ 200.00	\$
Antelope Station				\$ 200.00	\$		
Personal Property				\$	\$		
2	Wells George.	Possessory claim to 160 Acres Farming Land, on the road from Austin to Ophir Cañon, at junction of Road to Ophir Cañon and Kingston, about 3 miles				\$	\$

EXHIBIT 9

1867

Assessment Roll of Property in Lander County, Nevada, for the Fiscal Year commencing

DATE OF PAYMENT	TAX PAYERS' NAMES.	DESCRIPTION OF PROPERTY.	REAL ESTATE		Value of Land or Possessory Claims.	Value of Improvements.	Total Value.
			No. of Lot.	No. of Block.			
Paid Nov. 67	Hines L. & N.	Possessory claim Ruby Valley to 160 acres hay and grain land being pt of Range the Survey and known as Hines ranch Also to a tract of grazing land in Sulphur Spring Valley about 8 miles south of Sulphur Spring Station containing 500 acres Also to 250 acre Hayland in Jacobs Mill Valley about 10 miles south of Jacobs Mill Station Personal Property			600 00		
Paid Nov. 67	Hines N.	Possessory claim, Diamond Springs to House, Corral &c Personal Property				100 00	
Paid Oct. 24, 1867	Haines J. C.	Possessory claim, Pinto Creek, about 6 miles south of Newark Mills to 500 acres more or less, Hay & grain land Improvements 1 House & 1 barn			400 00	100 00	500 00
Paid Nov. 1867	North J. J.	Austin Survey, Possessory claim to Improvements from House Personal Property Carried forward to page 429	14	6 5	150 00	200 00	350 00
					1650 00	700 00	2350 00

EXHIBIT 10

containing 300 acres
Also, to 640 acres Hayland in Jacobs
Hill Valley about 10 miles South of
Jacobs Mill Station
Personal Property

Possessory claim, Diamond Springs
to House, Corral &c
Personal Property

Paid
Nov 16. 67
Miss N.

Paid
Oct. 24. 1867
Wm. J. D.
Possessory claim, Pinto Creek, about
6 miles South of Newark Mill to
300 acres more or less, Wood & grain

EXHIBIT 11

2 MISC 5
E/31/1868
LANDER CO

Recorded at request of A. H. Richards April 28th A. D. 1868 at 9 a. m. B. G. H. H. County Recorder B. W. D. Spinks Deputy

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Harrison
Public

Agreement
L. Hines
with
A. B. Hines

This agreement made and entered into by and between Leonard Hines of the City of Austin County of Lander and State of Nevada party of the first part and Herman B. Hines of Nevada Springs Overland Road in said County party of the second part, Witnesseth: That the said parties are now engaged in farming and stock business in the County of Lander that they own certain Real Estate as tenants in common and certain personal property as partners and certain other real and personal property individually as hereinafter shewn.

J
E

The said party of the first part is the owner of his own individual right of the following described property, To wit: The Homestead residence consisting of a dwelling house with out house and lot near the School House building now occupied by him in the City of Austin, also the undivided half of Lot (7) Seven in Marshall's Survey in said City of Austin also his household furniture in his dwelling house aforesaid also a house and lot in Great Salt Lake City Utah Territory

The said second party is the owner in his own individual right of the following property, To wit: The Homestead residence consisting of a dwelling house with grounds attached at Nevada Springs Overland Road East of Austin in Lander County Nevada also his furniture in the same. The farms now used for agricultural and grazing purposes including the farms now being tilled and taken up in the Humboldt also all the Horses Cows and stock of every description all farming implements on said farms & in any wise pertaining to the same are owned by the parties hereto equally that is to say each owns an undivided half thereof

One farm situated in Jacobs Hills Valley and the property hereon is owned by the parties to this agreement, to wit, in common with A. B. Hines that is to say the parties to this agreement and the said A. B. Hines each own an undivided one third thereof and are entitled to share the proceeds thereof & to bear the expenses thereof in that proportion

It is therefore hereby agreed by and between the parties to this agreement that the property specified and mentioned in this agreement is owned and held by them in manner as specified by herein. That the party of the first part and the party of the second part are entitled to share in all the proceeds of the farms and of the increase rents issues and profits thereof equally and are liable for the expenses thereof (and loss if any) in the same proportion that is to say each one half thereof.

In Testimony Whereof to give assurance and make known to all whom it may concern the matters set forth in this instrument the parties have hereunto subscribed their names and affixed their seals this day of February A. D. 1868.

Signed sealed and delivered by H. Hines }
in presence of P. G. Eastman }
W. B. D. Spinks 1868

Leonard Hines
H. Hines

State of Nevada vs
County of Lander } On this 23 day of March A. D. One Thousand
Eight Hundred and Sixty - before me a
Notary Public in and for said State and County duly commissioned

1868

and sworn personally appeared the within named Leonard Hines whose name is subscribed to the annexed instrument as a party thereto, personally known to me to be the individual described in and who executed the said annexed instrument and he then and there acknowledged to me that he executed the same as his act and deed, freely and voluntarily, and for the uses and purposes therein recited.

Witness whereof I have hereunto set my hand and affixed my Official Seal the day and Year in this certificate first above written.
W. W. Helly
Notary Public

State of Nevada }
County of Lander } in and for said County,
On this 25th day of March One Thousand Eight Hundred and Sixty Eight before me W. W. Helly a Notary Public in and for said County personally appeared P. C. Eastman personally known to me to be the person whose name is subscribed to the foregoing instrument as a witness thereto, who being by me duly sworn, deposes and says that he was present and saw Leonard Hines who is personally known to him to be the person described in and who executed the said instrument, freely and voluntarily sign seal and deliver the same whereupon he the said Applicant subscribed his name as a witness thereto, and that the said Samuel Woodward then and there acknowledged and declared that he signed and executed the same freely and voluntarily and for the uses and purposes therein mentioned &c. &c. as his act and deed.

Witness my hand and Official Seal, the date last above written,
W. W. Helly
Notary Public

Record at request of Leonard Hines April 3rd A. D. 1868
at 3 P.M. H. C. H. Kearney County Recorder & C. R. Spier Deputy.

State of Nevada }
County of Lander }
I B. F. Sanborn Sheriff of Lander County hereby appoint Thomas Taylor as Deputy Sheriff for the purpose of serving writs in Tax suits in this Territory, the mining proceeds suits, and the School Tax suits for Austin County District, and his acts as such are entitled to due credits.
Witness my hand this 25th day of July A. D. 1868.
B. F. Sanborn
Sheriff Lander Co. Nev.

State of Nevada }
County of Lander } I Thomas Taylor Deputy Sheriff of Lander County do solemnly swear that I will support protect and defend the constitution and Government of the United States and the constitution and Government of the State of Nevada against all enemies whether domestic or foreign, and that I will bear true faith, allegiance and loyalty to the same and advance resolutions or laws of any convention or Legislature to the contrary notwithstanding, and further that I do this with a full determination pledge and purpose without any mental reservation or evasion whatsoever, and I do further solemnly swear that I have not fought

EXHIBIT 12

3 MORT 220
3/21/1868

LANDER 20

Trustees of the Bridgeport Gold and Silver Mining Company the parties of the first part known to C. Cadwallader the party of the second part known upon certain Tract Lots situated in the City of Nevada County of Nevada State of Nevada, which Mortgage is recorded in the office of the County Recorder of the County of Lander, State of Nevada, in Book 2 of Mortgages on page 584. On the eighteenth day of October 1865 together with debt thereby secured, is fully paid satisfied and discharged.

And witness, whereof I have hereunto set my hand and seal the fifth day of February. One Thousand Eight Hundred and sixty eight. Signed sealed and delivered in presence of } W. Cadwallader

United States of America } Yes, On this fifth day of February A. D. 1868
State of California } One thousand Eight Hundred and sixty eight
City County of San Francisco } Eight before me C. T. Sawyer a Commissioner of Deeds for the State of Nevada, in and for said City and County of San Francisco, duly appointed, commissioned, and sworn personally appeared W. Cadwallader personally known to me to be the individual described herein who executed the annexed instrument with them and there duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

And witness, whereof I have hereunto set my hand and affixed my official seal at my office in San Francisco the day and Year last above written.

C. T. Sawyer
Commissioner of Deeds for the State of Nevada.
Recorded at request of J. Spencer July 15. A. D. 1868
at 20 min past 3 P. M. H. C. McHenry County Recorder
By C. W. Spicer Deputy.

Erinold & Woodward } This Indenture of Mortgage made and entered into
Wells Fargo & Co. } by and between each Erinold and Woodward
Woodward, both of Lander County (now Ruby Valley) State of Nevada party of the first part and Wells Fargo & Company a Corporation under the laws of Colorado party of the second part. Witnesseth: That each party of the first part for and in consideration of the sum of Ten Dollars to them in hand paid by the said parties of the second part the receipt whereof is hereby acknowledged and for and in consideration of the moneys hereinafter stated have granted bargain sold and conveyed and by these presents do grant bargain sell and convey to said party of the second part its successors and assigns all and singular the real estate situated in the said County of Lander and State of Nevada and described more particularly as follows: To wit: That certain tract of land designated as Survey No. 218

tion of the first
warrant upon
the State of
New York
of legal con-
tract with debt

and the fifth
of Eight.

See 18

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8th
Recorder

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second party
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Ferguson
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follows. 18
ch. 218

situated in Dutch Valley, at the mouth of Indian Creek originally surveyed for
H. B. Pettiford, W. Kennedy, S. Woodward & C. A. Bradwell, containing 600
Acres, the certificate and plot of survey being recorded in Book No. 2 of
Surveys, page 128, records of Sec. of Land & County; also in addition thereto
all the lands now owned and occupied by said first parties adjoining the tract
aforesaid, excepting and excluding the flowing mill race and the land on
which the same is standing, and the grounds used thereunto; also the tract of
land situated in the Dutch Valley, located by said first parties in the
Year A. D. 1866, being about 25 Miles south of Dutchess Mills and 10
Miles from Fort Hallook, New Dutchess Co. together with all the improve-
ments thereon and all the houses, buildings, blacksmith shops, stone
houses, barns and other improvements and fixtures thereon: To
have and to hold the same to the said party of the second part, its successors &
assigns forever; provided always, and these presents are intended as a
mortgage, to secure the party of the second part, in case of a failure of
the party of the first part to perform their agreement with the party of
the second part of every date, hereunto, and more particularly stated
herein, the payment of the money hereinafter stated.

Whereas on the day of February A. D. 1868, the parties of the first
part entered into an agreement with the party of the second part,
by the terms of which the parties of the first part have sold and
agreed to deliver to the party of the second part, at its several stations on
the Crestland Road, between the 10th day of September A. D. 1868, and
the 25th day of November A. D. 1868, both inclusive, Six hundred
thousand pounds of barley, at the price of six and a half cents per
pound, for account of which the party of the second part is to make
payment as follows: Twenty-five hundred Dollars in the legal
paper currency of the United States, for each month from date in-
cluding the month of February; to wit: payment to be made on
the 15th day of each month till the month of September subject
to the election of said second party to stop advancing pay-
ments of the payment of June 15th 1868, if the said party of the
second part shall determine after examination of the growing crops
of said first parties that the same do not justify further advances
payments. No further payments to be made after 15th Sept.
1868, till after delivery of barley (including also any oats said
first parties may wish to deliver as part of said quantity) sufficient
to equal all advances payments at the price aforesaid; & whereas also
by the terms of said agreement, said first parties, in case of
default on their part to deliver said grain at 4, within the time
before stated, are to repay to said second party all the money
advanced on account of the same and in addition the differ-
ence in value between the market price of barley between the
date within which said grain was to be delivered and the price
as fixed in said agreement; but whereas the said second
party has already advanced to said first parties in account
of the agreement aforesaid, the sum of twenty five hundred

Dollars, being for the month of February next: Then therefore if default be made by said parties of the first part in the delivery of the barley or barley & oats aforesaid, according to the agreement aforesaid, and also fail to repay to said second party the money which said second party has and may hereafter advance and pay to said first party on account of said agreement, & the matters therein contained, and also fail to pay to said second party the difference between the market value of barley between the date fixed in said agreement for the delivery of the grain aforesaid and the price as fixed in this agreement; or fail to perform any of the requirements contained in said agreement; then and in that case the party of the second part by its Agent, Attorney or other person to enter into and upon the lands and premises in this instrument described and sell and dispose of all the right title and interest of said first parties therein at public Auction according to law under the direction and decree of some Court of competent Jurisdiction and out of the money arising from such sale retain all the money advanced to the parties of the first part on account of the barley or barley & oats to be delivered to said second party under said agreement, also the difference in value between the market value of barley in the market and the price thereof as fixed in said agreement: Such sum that is to say, the amount of money advanced under said agreement of barley and the market value thereof to be ascertained & fixed by the decree of a Court of competent Jurisdiction before any sale of said lands and premises is made, also to retain the costs and charges of any suit brought to foreclose this mortgage - including the costs and charges of sale of said lands and premises and the further sum of ten per cent on the amount found due between the parties do or demand per cent and about the commencement and prosecution of such foreclosure suit, And the said parties of the first part do hereby consent and agree with the said party of the second part to pay to said second party in case of their failure to deliver to said second party at its several stations as stated in said agreement, and as therein provided, all the money by said second party to them the said first parties advanced on account of said agreement also to pay to said second party the difference between the market value of barley & the price thereof as fixed in said agreement of any time between the 10th day of September A. D. 1868, and the 25th day of December A. D. 1868 both days inclusive: Also to pay and discharge at maturity all taxes and mowments now subsisting and also all taxes, charges & assessments which are now or may hereafter be imposed upon said land and premises (and upon this mortgage or the money hereby secured during its continuance) and in default thereof the second party may pay and discharge the same and the sum or sums so paid shall bear interest at the rate of five per cent per Annum and shall be secured by these presents and be a lien on said lands

therefore the delivery of ment. apore of which will (first parties and also the market for the this agreement; in each agr. h. part. by Express the 6 and get. aid. first as under riddict. in in. All the on account d. record in value. It and the come that is cement of ied & first before any in the date iding the come of ten and fee vi. hereo writ, do agree with vol. in case of tions as to money by acob. on. by the off. of an first 2. temlar A. ca. inclus. i. o. i. i. incum. = cessments of said land. and by Sec. 10 and part. us. 2. part. in the and aid. lands

and premises and shall be deducted from the proceeds of the sale thereof and amount paid with interest as herein provided.

And the said parties of the first part have hereto subscribed their names and affixed their seals, this 19th day of February A. D. 1868.

W. C. at St. Joseph, Mo. 3
State " " " " 1

G. J. Spawald
Saml. Woodward

State of Nevada as on this 19th day of February A. D. One Thousand Eight County of Lander & Hundred and thirty eight before the D. W. Kelly Notary Public in and for said County and County duly commissioned and sworn to personally appeared the said first named G. J. Spawald whose name is subscribed to the annexed instrument as a party thereto personally known to me to be the individual described in and who executed the said annexed instrument and he then and there acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

And the said whereof I have hereto set my hand and affixed my official seal, the day and Year in this Certificate first above written. (The printed name of G. J. Spawald erased before signing)

D. W. Kelly
Notary Public in & for said County.

State of Nevada as County of Lander.

On this 27th day of February A. D. 1868, before me, John P. Dougherty, a Justice of the Peace of Esmeralda County, in and for said County of Lander, personally appeared Saml. Woodward whose name is subscribed to the foregoing annexed instrument as a party thereto, personally known to me to be the individual described in and who executed the said instrument and he then and there acknowledged to me that he executed the same, as his act and deed, freely and voluntarily and for the uses and purposes therein mentioned.

And the said whereof I have hereto subscribed my name the date above written as Justice of the Peace as aforesaid.

John P. Dougherty
Justice of the Peace

Recorded at request of Wm. Fargo & Co. March 2nd A. D. 1868 at 1:31 PM. B. C. McHenry County Recorder B. J. Spawald & party

EXHIBIT 13

LANDER CO
35 DEEDS 701

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free and clear from all incumbrances sales or mortgages made or suffered by the said party of the first part. In witness whereof said party of the first part has hereunto set his hand and seal the day and date first above written.

Thos. B. Hager

U. S. S. State Stamps 51¢ each cancelled,

State of Nevada

Lander County On this August 25th 1869, personally appeared before me a Justice of the Peace in and for said County Thomas B. Hager personally known to me to be the person described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Witness my hands Officially Aug. 25th 1869.

J. P. Harmon

Recorded at request of Th. B. Hager, Sept. 6. A. D. 1869, at 25 Min past 10 o'clock. B. D. Sprick, Recorder

Wells Fargo & Co

J. P. Cope et al

Know all men by these presents that Wells Fargo & Co parties of the first part for and in consideration of the sum of fifteen thousand Dollars in United States Gold Coin, the thousand Dollars in hand paid,

the balance in notes of One Thousand Dollars each United States Gold coin, without interest and falling due each consecutive month, the first one thousand Dollars the first day of September One thousand Eight Hundred and sixty nine, and the last one thousand Dollars the 1st day of May, A. D. One thousand Eight Hundred and Seventy, have this first day of August A. D. One thousand Eight Hundred and sixty nine [1869] Bargained and sold out by these presents to Grant and convey to Jerry P. Cope and J. L. Barnett parties of the second part the Stargo Line known as the Argenta and Chestnut Bluffs Line. Also the following described property, The Barn known as the Overland Barn, and office attached to Wells Fargo & Co, Office with chairs desk and office furniture now being in the City of Austin. The Barn at Station Creek. The Barn at Silver Springs. The Barn and House at Wallaces Station. The Barn and House at Rio Nevados Station. Barn and House at North Springs Station. Barn and House at Macon Springs Station. Barn and House at Trout Creek Station. Barn and House at Rock Creek Station. Barn and Blacksmith Shop at Argenta with tools &c. also One hundred and five head of Horses now in use and being ranched between Argenta & Austin. Also four (4) Jersey Wagons, One Duggy, one Blacksmith Wagon, One Old Lumber Wagon, also harness now in use out at the several Stations herein mentioned with Horse Blankets. Hatters robes &c

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and cooking furniture, more at the within mentioned Stations belonging to Wells Fargo & Co, also One Iron Pump more at and having been in use at the Overland Barn with Horse &c, said property being in Lander County State of Nevada, And we the parties of the first part do for ourselves our heirs Executors and administrators covenants and agree to and with the said parties of the second part to Warrant and Defend the sale of the said goods property and Chattels hereby made unto the said parties of the second part their Executors administrators and assigns, against all and every person or persons whomsoever,

In Witness whereof we the parties of the first part have hereunto set our hands and seals this sixth day of August A. D. One thousand Eight Hundred and sixty nine, [1869].

John W. Shaw, ^{Sup} Superintendent and Pay Master for Wells Fargo & Co
in presence of
th. J. and State Stamps \$15.00 on old.

State of Nevada
County of Elko

On this fourth day of September A. D. One thousand Eight Hundred and sixty nine before our D. A. Waterman County Clerk and ex-officio Clerk of the District Court in and for said Elko County John W. Shaw personally known to me to be the same person described in and who executed by Power of Attorney the annexed instrument as the attorney in fact of Wells Fargo & Co named in the annexed instrument as parties thereto and therein described as the parties executing the same by their said attorney and the said John W. Shaw acknowledged to me that he executed the same freely and voluntarily as and for the act and deed of the said Wells Fargo & Co and for the uses and purposes therein mentioned

In Witness whereof I have hereunto set my hand and affixed the seal of said Court the day and Year in this Certificate first above written,
D. A. Waterman
County Clerk & Ex-officio Clerk of the Seventh Judicial District Nevada

Recorded at request of G. N. W. Crockett
Sept 10. A. D. 1869, at 9. A. M.
C. L. Spivey, Recorder

David Cooper
To
James B. Parkley
This Indenture made the Eighth day of September in the Year of our Lord One thousand Eight Hundred & Sixty nine, between David Cooper of Justice Lander County State of Nevada party of the first part and James B. Parkley of the same place party of the second part, Witnesseth:

EXHIBIT 14

Landers
County
Transcribed

and fifty feet westerly direction from this Monument and northward and fifty feet in an easterly direction from this Monument to all three one hundred (100) feet. Reserving ourselves of all the privileges granted by the Laws of this District, Spring Valley, or Cawcha District. This shall be known as the Mountain Green Ledge and Mining Co.
E. O. Barton & Co. Feb.

L. A. Bull. 200 "

James Morse & Co. Feb. James Esters 200 Feb. Frank Haeg & Co. Feb.
Recorded at request of C. C. Peares July 30 1869 at S. A. M.

C. D. Pines Recorder.

Page 300 Libers Miscellaneous Record Landers Co. Records.

Incorporation || An Act to Incorporate the Holladay Overland Mail
and Express Company.

Mills, Tager & Co.
(Copy)

Be it enacted by the Council and House of Representatives of Colorado Territory as follows.
Section 1.

That Ben Holladay, David Hackett, Bela W. Hughes, S. L. Boring and John C. Russell, and their associates, Successors, and assigns be and they are hereby declared to be a body corporate and politic, by the name of the "Holladay Overland Mail and Express Company," and by such names shall have continual succession, with power to sue and be sued, plead and be impleaded, complain and defend in any Court of Law or equity; to adopt and use a common seal and change the same to purchase, hold, mortgage and convey any Estate or property, real or personal, for the use and benefit of said Corporation to take, to hold, and dispose of and mortgage or real or personal Estate to establish maintain and operate any Express, Stage, Passenger, or Transportation Routes or Routes by Land or water, for the conveyance of persons, mail or property of any kind, from to and between any place or places in Colorado Territory and any place or places beyond the limits thereof to erect, or have and maintain Warehouses or other structures for the safe keeping of any goods, wares, merchandise or other chattels or effects and the transaction of business the said Company shall have power to draw, accept, endorse, guarantee, buy, sell and negotiate Drafts, and Bills of Exchange to Land and Foreign; to receive coin, Silver, Money, and Gold in any form, or other and any kind of valuable in Deposit at its Office and make and give for the payment and delivery of the same, or an equivalent at any other place whatsoever, to buy sell and dispose of Gold or Silver coin and Bullion, gold Dust

money and securities for money and to a general exchange and collection business and to invest surplus money in employed funds in bonds or notes secured by mortgage or Real Estate stocks of the Government of the United States or any of the United States or otherwise as the Board of Directors may designate.

Section II

The capital stock of said company shall be Three Million of Dollars and shall be divided into shares of One Hundred Dollars each and in case the said capital stock shall be found insufficient for its purpose the said company may increase the same from time to time to such amount as may be deemed necessary to its business such increase must be sanctioned by a vote in person or by proxy of two thirds in interest of all the stockholders of the company present or represented at a meeting of such stockholders called by the Directors aforesaid for that purpose by a notice in writing to each stockholder whose name appears as such stockholder on the Books of said Company thirty days prior to such meeting such notice to be served on him personally or by depositing the same postage paid in the proper Post Office in its usual or reputed place of abode at least thirty days prior to such meeting such notice also to state the time and place of such meeting its object and the amount to which it is proposed to increase the capital stock. The proceedings of such meeting shall be entered in the usual Record Book of the proceedings of the Board of Directors. No informality or defect in respect to the call of such meeting or the notice given thereof to stockholders or the proceedings thereat shall be deemed invalid if sanctioned in by stockholders representing two thirds of all the stock of said Company.

Section III

The capital stock of said Company shall be deemed due and payable and may be called in collected and transferred in such manner as said Company may by its By Laws direct and all stockholders shall be liable to creditors of the Company to the full extent of the amount unpaid on the stock held by them.

Section IV

The said Company may commence business as soon as its Capital stock shall be fully subscribed for and the provisions contained in the first section of this act shall be and they are hereby approved and the Directors of the same for the first year from the date of this act or until others are chosen as their stead at the annual meeting of stockholders and qualified as their successors.

Section V

At the first meeting of the said first mentioned Board of

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Directors (and soon the each succeeding Board) they shall choose One of their members as President of said Company, elect a Vice President, Secretary and Treasurer of the same with such other Officers as they deem proper and regard to their term of service. The President, Vice President and other Officers of said Company, or chosen as of or said may be removed by a majority vote of all the Directors of said Company and Successors chosen by the same authority, in the same manner.

Section V.I.

Election of Directors to succeed the first Board above named created, shall be held at an Annual Meeting of Stockholders to be held once an after the date of this Act and from time to time in each year thereafter, when there shall be elected by a majority of votes then present, of said Stockholders or represented, not less than seven persons, Stockholders of said Company to act as directors for the year following. In the election of Directors and the transaction of all business by the Stockholders, each shall be entitled to One vote personally and by Proxy on every share of Stock appearing by the Records of said Company to have been held, or to the transaction of any business then requiring a vote of said Stockholders as a business in the Board of Directors shall be filled in such manner as shall be prescribed by the By-Laws of the Company. The person chosen to fill any vacant office, shall hold office for the unexpired term of his predecessor.

Section VII.

Annual Meetings shall be held of the Stockholders at the times herein before prescribed or at such other times as the By-Laws of said Company may appoint, and at such place as may be designated thereby. And if an election of Directors be not had at the times designated, it shall be lawful to hold an election for said Directors on any other day, at any other place that may be chosen for that purpose. By a majority of the Board of Directors then in Office, and of any Annual Meeting of said Stockholders shall not be held by reason of any neglect of the Directors or otherwise, it shall be lawful for Stockholders holding One hundred shares of the Capital stock, to call such meeting for the purpose of electing Directors, and other purposes, by giving the Notice herein before described, and for that purpose they shall have access to the List of Stockholders, to the By-Laws or other Records of said Company, and all the information necessary to the giving of such Notice.

Section VIII.

The Directors of said Company shall hold Office until

their successors are elected and qualified and shall have power to make all needful By-Laws, Rules and Regulations respecting the management and disposition of the property business and affairs of said Company and the duties of its Officers, agents and servants, they shall have power to regulate the manner of the employment of all agents and servants of said Company and prescribe their duties and fix their wages, as well as the salaries of all the Officers of said Company. To locate offices for such company at such places as they may select, both the principal and all the branch offices and generally all power necessary to promote the welfare of said Company, the proper transactions of its business and preserve and protect its property.

Section VIII.

The meetings of the Board of Directors of said Company and the annual meetings of the Stockholders shall be held at the place designated by said Board of Directors or the By-Laws of said Company and when the business of said Company may demand it in judgment of the Board of Directors, Meeting of its Stockholders, or Directors may be held at any place in the United States chosen by said Board of Directors or a majority of them.

Section IX.

Whenever said Company shall have had unseparated Freight or Luggage not perishable in its possession for the space of One Year it may sell the same at Public Auction after giving notice to that effect in a Newspaper published at the place where such goods are to be sold once a week for not less than one month such notice to contain a general description of the article to be sold with the name of the person to whom consigned, if the same shall be known should Freight or Luggage be perishable the same may be sold as soon as it can be on the best terms that can be had all moneys arising from the sale of Freight or Luggage as aforesaid, after deducting charges and expenses of Transportation, Storage, Advertisements, commissions for selling the same amount to be paid as advances on such Freight or Luggage with the interest thereon shall be held by said Company. It shall keep Books of Record of all such sales as aforesaid and retaining copies of such notices of sales the Affidavit of the Auctioneer who sold the same stating the amount for which each parcel was sold said Books shall also

exhibit if any of same or provide present of

said by a vote of the Board of Directors of the said Company and the proceeds of the same shall be paid to the person or persons by whom such goods were consigned or to their representatives or assigns as the Court may direct.

This date is a true

Board of Directors of the said Company

exhibit the total amount of charges against such parcel and the amount of any hold in trust for the mortgagee or person entitled to receive the same and all such Books shall be open to inspection by claimants provided said Company may stipulate by contract for any disposition of unclaimed freight, baggage or other property different from the provisions of this section.

Section XI.

Said Company may change its name whenever the same shall be ordered by a vote of a majority of the Board of Directors thereof at a meeting duly convened for that purpose provided such change is approved also by a vote of the majority of stockholders in interest at a meeting duly convened for that purpose by a call from the President of the Company whereupon said Company shall do business by the new name given to it: and be sued, plead and impleaded, complain and defend there by all the provisions of this act applying to said Company after such change of name, as if such new name had been originally inserted in this act, instead of the name by which it is above designated. And such change shall not affect any rights legal or equitable in favor of or against the said Corporation. Notice of any change of name as aforesaid shall be published one month in two newspapers published in Colorado Territory and in any other paper the President of said Company may direct any such change of name shall go into effect at a time specified in said notice subsequent to the expiration of such publication.

Section XII.

This act to take effect and be in force from and after the date of its passage. I hereby certify that the foregoing is a true copy of the above entitled bill as enrolled by me

H. F. Chesebrough

Clerk of the Council of Colorado Territory

I hereby certify that I have compared the foregoing printed copy of an act to incorporate the Holiday Overland Mail and Express Company with the original of the said act passed February 5th 1866 as enrolled and now on file in my office of the Secretary of Colorado Territory and that the same is a true copy of the said original act or charter and of the whole thereof

H. V. Chesebrough

Clerk of the Council during the fifth

Session of the Legislature Assembly of Colorado Territory commencing January 1st and continuing forty days through

State of New York
City and County of New York

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We the undersigned Officers of Wells Fargo and Co. a corporation created by and existing under the Laws of the Territory of Colorado pursuant to and in conformity with an act of the Legislature of the State of Nevada approved March 3rd 1869 and on that Act to require Foreign Corporations to furnish evidence of their incorporation and Corporate existence. Do hereby certify as follows, namely First, That the printed pamphlet hereto annexed and purporting to be a copy of the charter of the Colliery Overland Express and Mail Company is a true and genuine copy of the original copy of said charter certified by W. F. Chierman, enrolling Clerk of the Council of Colorado Territory as recited on the 11th page of said pamphlet, which is now in the possession of this corporation. Second, That said copy is a true and genuine copy of the act in law by which this Corporation was created - by the name of the Colliery Overland Mail and Express Company which is in all respects and conformably with the requirements of Section 11 of said Charter was on the 12th day of November 1866. charged by said corporation to that of Wells Fargo and Company. Third, That the names and Offices of the Officers of this corporation are as follows: A. H. Barney, President, J. C. Fargo, Vice President, C. Goddard, Treasurer, W. H. Otis, Secretary, Wm. F. Wood, Asst. Secy. The said W. H. Otis is now in Europe.

A. H. Barney, President
J. C. Fargo, Vice Presd
C. Goddard, Treas
Wm. F. Wood, Asst. Secy

On this twenty first day of July 1869, before me personally appeared s^{ts} Barney, J. C. Fargo, C. Goddard and Wm. F. Wood to and known to be the individuals described in and who signed the foregoing certificate and they severally acknowledged to me that they signed said Certificate and that the Statements contained therein are true.

In Witness Whereof I have hereunto set my hand and affixed my Official Seal this day and year above written.

Geo. P. Johnson

Witness my commission for Nevada in New York
Filed and Recorded August 9th A. D. 1869 at 9 A. M. request
Wells Fargo & Co. C. D. Spruce Recorder
Page 802. Lib. 2. Miscellaneous Record Colorado Records

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✓ Declaration
 Emily Gasty Ledge || We the undersigned have taken up and claim
 One thousand feet on this Ledge for mining purposes
 commencing at this notice and running
 five hundred feet in an Easterly direction and five hundred feet in a
 Westerly direction from said notice, availing ourselves of all the privileges granted by the Diamond Mining Laws, said Ledge shall be called the "Emily Gasty Ledge"

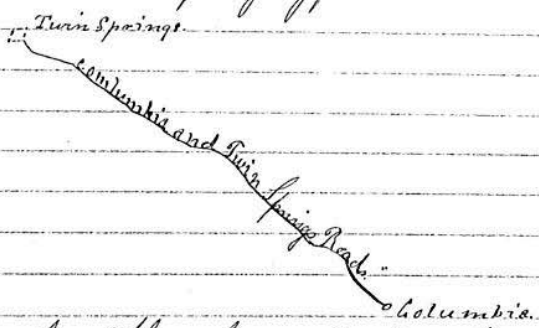
D Isaac C. Constock Case covers 7500 Feet
 E. H. Constock 200 "
 L. F. Teigenly 200 "
 S. Chabath 200 "
 June 16. 1869. 1000 "

Recorded at request of D. Constock August 11. A. D. 1869 at 12. Hb

C. D. Sprio. Recorder
 Liber 2 of Miscellaneous, page 307, Lands Co. Books

Columbia and Twin Springs Toll Road

Lander County || ss. I do hereby declare that I desire to construct and maintain a Toll Road within Lander County State of Nevada. The name of said Toll Road shall be the
 "Columbia and Twin Springs Toll Road" that the terminus of said Toll Road shall be at "Columbia" and "Twin Springs" in said County and State that the accompanying plat is the true Route of the proposed road



✓ In Witness whereof I have hereunto set my hand and seal this 31st day of August A. D. 1869. J. L. Davenport {Seal}

State of Nevada || ss.
 County of Lander || On this 31st day of August A. D. One Thousand Eight hundred and Sixty Nine before me D. C. Hb
 County Clerk and Ex Office Clerk of the District Court 624
 Judicial District in and for said County personally appeared J. L. Davenport known to me to be the person described in and who executed the foregoing In-venue and who acknowledged to me that he executed the above freely and voluntarily and for the uses and

EXHIBIT 15

Assessment Roll of Property in Lander County, Nevada, for the Fiscal Year commencing

1864

January

NAME OF TAX-PAYER	DESCRIPTION OF PROPERTY	REAL ESTATE		Value of Personal Property	
		No. of Lot.	No. of Block.		Value of Land or Possessory Claims
Mines L & N	Sec 1/2 Section Hay Land Eight Miles North of Sulphur Spring Overland Road containing -				
	320 Acres			\$250	
	Also to 240 Acres in Ruby Valley known as Rogers & Army Survey Hay & farming Land			\$500	
	House & buildings at Deadwood Springs Station				\$250
	Also to tract of Farming land about six miles from Camp Halleck known as William Mines Ranch 160 Acres with improvements			\$500	
	Also to Lots 3, 9, 10 & 11 in Block 36 - Austin Survey (residence of L. Mines) with Improvements & Adobe House			\$200	\$600
	Also to 1/2 Lot of Marshall Survey with improvements				\$250
	Household Furniture				\$300
	Money on hand &				\$4000
	45 Horses; 7 Mules; 20 Hogs & 270 Cattle				\$9620
	12 Wagons				\$900
	Machines & Machinery				\$1150
				\$2255	\$2755

EXHIBIT 16

Assessment Roll of Property in Lander County, Nevada, for the Fiscal Year commencing

DATE OF PAYMENT.	TAX-PAYERS' NAMES.	DESCRIPTION OF PROPERTY.	REAL ESTATE.			Value of Personal Property.	TOT
			No. of Lot.	No. of Block.	Value of Land or Passoverly Claim.		
Assess 1972 March 30	Walter N Eureka	Household Furniture Passoverly claim to Lots 1-2-3-4-5 4 Block 89 M Coy Survey Improvement House			200.00	370.00	
Assess Nov 1972 March 30	Western Union Telegraph Company Eureka	Telegraph Lines running along by Eureka					200.00
Assess 1972 March 30 See Page 100	Wilson M B Eureka	Passoverly claim to Lots 1-2-3-4-5 Block 12 Monroe Survey Lot 1-2 Block Santa Anita Truck	12-12		200.00		
Assess March 30	Wilson John E Eureka	Passoverly claim to Lot 7 Block 11 Monroe Survey Improvement Frame House	7-11		100.00	500.00	
Assess 1972 March 30	Walter N Eureka	Household Furniture Passoverly claim to Lot 7 Block 9 M Coy Survey Improvement 2 Houses	7-9		75.00	700.00	
Assess 1972 March 30 See Page 100	Wilson M B Eureka	Goods House, Mill & c 1 House 1 Store Passoverly claim to Lots 10-11 Farmers Bldg Monroe Survey Improvement from Warehouse			1000.00	1000.00	
Assess 1972 March 30	Walter N Eureka	Goods House, Mill & c 1 House Passoverly claim to Lot 20 Block 6 Monroe Survey Improvement Stone House Lots - Block 28 M Coy Survey	20-6		200.00	2400.00	150.00
Assess 1972 March 30	Wilson M B Eureka	Passoverly claim to Lot 22 Block 6 Monroe Survey	22-6		325.00		
					<u>2925</u>	<u>5150</u>	<u>4960</u>

EXHIBIT 17

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H. Wines
Miller, Fargo & Co.

This Indenture, made the fifth day of June in the year of our Lord one thousand eight hundred and seventy five between Thomas Wines of the town of Council Bluffs party of the first part and Miller, Fargo & Co. Corporation party of the second part Whereas the said Thomas Wines is justly indebted to the said party of the second part in the sum of thirty six hundred and sixty nine and 5/100 Dollars ordered to be paid by a certain note bearing date May 21st 1875 and by the said note reference being thereunto had may more fully appear Now this Indenture witnesseth that the said party of the first part for the better receiving the payment of the said sum of money ordered to be paid by the said note with interest thereon according to the true intent and meaning hereof and also for and in consideration of the sum of one dollar to him in hand paid by the said party of the second part at or before the executing and delivery of these presents the receipt whereof is hereby acknowledged and confirmed and by these presents does grant bargain sell alien release convey and confirm unto the said party of the second part and to his heirs and assigns forever all those several pieces or parcels of land and town lots situated in the County of Lincoln and State of Nebraska and more particularly described as follows to wit Block numbers one (1) two (2) three (3) and four (4) in Block numbers thirty nine (39) of the City Survey of the town of Council Bluffs Also that certain other pieces and parcels of land situate in White Pine County State of Nebraska and more particularly described as follows to wit that certain parcel lying and being upon the old Council Bluffs road at the station known as Diamond Springs Station said parcel being generally known as the Diamond Springs ranch together with the improvements thereon

Together with all and singular the tenements hereditaments and appurtenances therunto belonging or in anywise appertaining and the recessions and excursions remainders and remainders unto issues and profits thereof and also all the estate right title interest property possession claims and demands whatsoever as well in law as in equity of the said party of the first part of in and to the same land every part and parcel thereof with the appurtenances

Do have and to hold the above granted and described premises with the appurtenances unto the said party of the second part his heirs and assigns to his and their use proper use benefit and behoof forever Provided always and these presents are upon this express condition that if the said party of the first part his heirs executors or administrators shall well and truly pay unto the said party of the second part or its successors or assigns the said sum of money ordered to be paid by the said note and the interest thereon at the time and in the manner mentioned in the said note according to the true intent

Mortgages
A-770

and meaning thereof, and also pay the other moneys hereinafter
agreed to be paid as herein provided, that when these presents
and the estates hereby granted shall cease determine and be void
under the said Mortmain Wines for himself his heirs executors and
administrators do hereby covenant and agree to pay unto the said
parties of the second part its successors or assigns the said
sums of money and interest as mentioned above and secured to
be, with as aforesaid. And if default shall be made in the pay-
ment of the said sum of money above mentioned or the interest that
may grow due thereon or to any part thereof, that then and from
thenceforth it shall be lawful for the said parties of the second
part, its successors and assigns, to enter into and upon all
and singular the premises hereby granted or intended so to be,
and to sell and dispose of the same, and all benefits and equity
of redemption of the said parties of the first part his heirs executors
administrators or assigns, therein, at public auction, according to law,
and under the direction and decree of some Court of competent
jurisdiction. And, as the attorney of the said parties of the first
part, for that purpose by these presents duly authorized, con-
stituted and appointed, to make and deliver to the purchaser or
purchasers thereof, a good and sufficient deed or deeds of con-
veyance in the law for the same, in fee simple, and out of the
money arising from such sale to retain the principal and
interest which shall then be due on the said note together
with the costs and charges for advertisement and sale of
the said premises, with of suit for foreclosure, including counsel
fee at the rate of ten per cent, upon the amount which may be
found to be due for principal and interest by the said decree,
and also the amount of all such payments of taxes assessments,
or incumbrances as may have been made by the said parties of the
second part its successors or assigns, by reason of the permission
herewith given, with the interest on the same hereinafter
allowed, rendering the overplus of the purchase money, if any
there shall be, unto the said Mortmain Wines of the first part,
his heirs executors administrators or assigns, which sale, as to be
made, shall forever be a perpetual bar, both in law and in
equity, against the said parties of the first part, his heirs
and assigns, and all other persons claiming or to claim the
premises, or any part thereof, by, from or under him them or
either of them. And it is hereby agreed that it shall be law-
ful for the said parties of the second part its successors or
assigns to pay and discharge at maturity all such taxes
or assessments, liens, or other incumbrances now subsisting or
hereafter to be laid or imposed upon said lot of land and
premises and which may be in effect a prior charge thereupon
to these presents and for such payments shall be allowed interest
at the rate of 12 per cent per annum such payments and interests
shall be considered as secured by these presents and a charge
upon said lots of land and premises shall be repayable on
demand and may be deducted from the proceeds of the sale
above authorized.

As witness whereof the said parties of the first part

J. William Morris

Mr. Agnes
A 277

has hereunto set his hand and seal the day and year first above
written,
Signed, sealed and delivered } At Witness
in the presence of }
E. J. Tennant }

State of Nevada }
County of Churchill }

On this 19th day of June A.D. one thousand
eight hundred and seventy five personally appeared before me
E. J. Tennant a Notary Public in and for the said County of
Churchill, Nevada, whose names is subscribed to the annexed
instrument - as a party thereto, personally known to me as the
same person described in and who executed the said annexed
instrument - as a party thereto and the said St. Vincent duly ac-
knowledged to me that he executed the said freely and volunta-
rily and for the uses and purposes therein mentioned.

On witness whereof I have hereunto set my hand and
and affixed my Official Seal, the day and year in this
certificate first above written.
E. J. Tennant
Notary Public

Recorded at request of Miller & Gorge Co June 27th A.D. 1875 at 45
min past 12 P.M.
R. S. Tracey
Recorder

1. William Harrington mortgaged in the within
mortgage partly given by Bill \$3605.00 has been
paid on the within mortgage.
Churchill Dec 6th 1870

Wm. Harrington
Recorder

Thomas J. Daylor | This Indenture made the 19th day of
William Harrington | June in the year of our Lord one
thousand eight hundred and seventy
five between Thomas J. Daylor of the
Town and County of Churchill State of Nevada the party
of the first part and William Harrington of the same
place the party of the second part. Witnesseth that
the said party of the first part is justly indebted to
the said party of the second part in the sum of six
thousand two hundred & twenty three ⁷⁰/₁₀₀ Dollars
gold coin of the United States of America, upon as cer-
tain Promissory Note made at the date hereof by said
Thomas J. Daylor in the words and figures following
to wit: Churchill Nevada June 19th 1870

Thirty days after date, without grace, I prom-
ise to pay to William Harrington or order the sum of
six thousand two hundred and twenty three ⁷⁰/₁₀₀ Dollars
payable only in Gold Coin of the Government of the United
States for value received, with interest thereon in like
gold coin at the rate of three (3) per cent. per month paya-
ble monthly in advance from date until paid.
(Signed) Thomas J. Daylor

EXHIBIT 18

N . Wines

in the Nevada State Census, 1875



No Image
Text-only
collection

View/Add
alternate info

Report issue

Given Name:	N . [Norman]
Surname:	Wines
Age:	33
Sex:	M (Male)
Race:	White
Occupation:	Stock Raiser
Place of Birth:	Indiana
Head of Household:	Self
Community:	White Pine County

SAVE ▼

Cancel

Source Information

Barghouti, Kim, comp.. *Nevada State Census, 1875* [database on-line].
Provo, UT, USA: Ancestry.com Operations Inc, 2000.

Original data: *Report booklet published for the state in 1876*. Carson City,
NV, USA: State Publishing Office, 1876.

Description

An extraction of the Nevada state census of 1875. [Learn more...](#)

Suggested Records

- 1880 United States Federal Census
Norman Wines
- 1860 United States Federal Census
Norman Wines
- U.S., Homestead Records, 1861-1936
Norman Wines
- 1870 United States Federal Census
Norman Wines
- U.S. IRS Tax Assessment Lists, 1862-1918
Norman Wines
- California, Voter Registers, 1866-1898
Norman Wines

Show More ▼



Write a comment.

Make a Connection

Find others who are
researching N . Wines in

W . F. Cox

in the Nevada State Census, 1875



 [Add alternate information](#)

 [Report issue](#)

Given Name:	W . F.
Surname:	Cox
Age:	25
Sex:	M (Male)
Race:	White
Occupation:	Tel. Operator
Place of Birth:	New York
Mother/Father of foreign birth:	Both
Head of Household:	N. Wines
Community:	White Pine County

SAVE ▼

Cancel



Write a comment.

Make a Connection

[Find others](#) who are researching W . F. Cox in Public Member Trees

Source Information

Barghouthi, Kim, comp.. *Nevada State Census, 1875* [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000.

Original data: *Report booklet published for the state in 1876*. Carson City, NV, USA: State Publishing Office, 1876.

Description

An extraction of the Nevada state census of 1875. [Learn more...](#)

J. F. Crofut

in the Nevada State Census, 1875



No Image
Text-only
collection

 [Add alternate information](#)

 [Report issue](#)

Given Name:	J. F.
Surname:	Crofut
Age:	32
Sex:	M (Male)
Race:	White
Occupation:	Telegraph rep.
Place of Birth:	Canada
Head of Household:	Self
Community:	White Pine County

SAVE ▼ [Cancel](#)



[Write a comment.](#)

Make a Connection

[Find others](#) who are researching J. F. Crofut in Public Member Trees

Source Information

Barghouti, Kim, comp.. *Nevada State Census, 1875* [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000.

Original data: *Report booklet published for the state in 1876*. Carson City, NV, USA: State Publishing Office, 1876.

Description

An extraction of the Nevada state census of 1875. [Learn more...](#)

© 1997-2016 Ancestry

A . C. Dibble

in the Nevada State Census, 1875



Add alternate information

Report issue

Given Name:	A . C.
Surname:	Dibble
Age:	30
Sex:	M (Male)
Race:	White
Occupation:	Herder
Place of Birth:	Connecticut
Mother/Father of foreign birth:	Both
Head of Household:	Self
Community:	White Pine County

SAVE [Cancel](#)

Source Information

Barghouti, Kim, comp.. *Nevada State Census, 1875* [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000.

Original data: *Report booklet published for the state in 1876*. Carson City, NV, USA: State Publishing Office, 1876.

Description

An extraction of the Nevada state census of 1875. [Learn more...](#)

Suggested Records

- [1900 United States Federal Census](#)
Andrew C Dibble
- [1910 United States Federal Census](#)
Andrew C Dibble
- [1880 United States Federal Census](#)
A. C. Dibble
- [U.S., Find A Grave Index, 1600s-Current](#)
Andrew Comstock Dibble
- [1920 United States Federal Census](#)
Andrew C Dibble
- [1930 United States Federal Census](#)
Andrew Dibble

[Show More](#)



[Write a comment.](#)

Make a Connection

Find others who are researching A . C. Dibble in

EXHIBIT 19

1873

Assessment of Property in Eureka County, Nevada, for the Fiscal

VALUATION						
DATE OF PAYMENT.	TAX-PAYER'S NAME.	DESCRIPTION OF PROPERTY.	TOWN.	Lot.	Block.	Value of Possessory Claim.
Paid Nov 15 th 1873 369.05	Western Union Telg Co	Personal property, Being 36 miles of Telegraph line at \$75 per mile \$2700 & 80 miles of Telegraph wire at \$25 per mile \$2000	Eureka			\$
Paid Nov. 13 th 1873 \$97.18 1/2	Wilson Jno. Et	Personal property, 60 head Spanish horses \$800 2 Wagons \$100 Harness \$100				
"	"	Passessory claim to lot 14 Rex 12 Monac survey, Eureka Eureka Co Nev	"	14	12	\$246
"	"	passessory claim to lot 1 Rex 1 Onid survey Eureka Eureka Co Nev Omlats stable	"	1	1	\$100
"	"	passessory claim to lot 2 Rex 1 Onid survey Eureka Eureka Co Nev	"	2	1	\$50
"	"	passessory claim to a tract of land situated on the New Austin Road between Eureka & Austin and known as the Hillers station Contg 320 acrs. Eureka Co Nev ^{Eureka} House & Corral				\$750
	Nells Frank	Mortgage (of W ^c Loan Mortgage)				

EXHIBIT 20

appointances as to the said party of the second part, his heirs and assigns forever. In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.
Signed, sealed and delivered in the presence of Chas. F. Hubbard, U. P. Munroe and Julia C. Munroe

State of Nevada }
County of Eureka } On this 1st day of February, A.D. 1879, before me, C. F. Hubbard, Notary Public in and for said County,

personally appeared U. P. Munroe and Julia C. Munroe, his wife, personally known to me to be the individuals described in and who executed the annexed instrument as parties thereto, and acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned. And the said Julia C. Munroe, wife of the said U. P. Munroe, having been by me first separately examined with the contents of said instrument, and acknowledged to me, in examination, apart from and without the hearing of her husband, that she executed the same freely and voluntarily, without fear or compulsion, or undue influence of her husband, and that she did not wish to retract the execution of the same. In Witness Whereof, I have hereunto set my hand and affixed my notarial seal, in said County, the day and year in this certificate first above written.



Chas. F. Hubbard, Notary Public
Eureka County, Nevada.

(Endorsed) Recorded at the request of Lambert Molivalli, February 3rd A.D. 1879 at 30 min past 10 A.M. in Libor 8 of Deeds page 35. Records Eureka County. Ruf. C. Levy, Recorder, by H. P. Reichelman, Deputy.
Recorded Feb. 7th A.D. 1879, at 25 min past 10 P.M. Wm. G. Simons, Recorder. (Book 20. of Deeds, page 266.)

Ed. Leventhal } This Indenture, made the Twenty-fifth
To N. Wines } day of October in the year of our Lord one
Thousand eight Hundred and seventy eight
Between Ed. Leventhal, of Eureka County, State of Nevada, party of the first part, and N. Wines, of Elko County, State of Nevada, the party of the second part, Witnesseth, that the said party of

the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to him in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, conveyed and confirmed, and by these presents do grant, bargain and sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land situate, lying and being in the County of White Pine, State of Nevada, and bounded and particularly described as follows, to wit: Situated in Diamond Valley, about 28 miles in a Northernly direction from the Town of Eureka and more particularly described as follows, to wit: Beginning at a stake standing about 1700 feet in a Southwesterly direction from the Diamond Valley Telegraph Office, marked F. O. Gaman, S. E. corner, and running thence N. 50. W. 20. chains along the Town and Range Survey; thence N. 110. E. 20. chains; thence S. 50. E. 110. chains; thence S. 110. W. 60. chains; thence N. 50. W. 20. chains; and thence N. 110. E. 110. chains to the place of beginning. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. To Have and to Hold all and singular, the said premises, together with the appurtenances, unto the said party of the second part, -Heirs and assigns forever. In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of Geo. W. Merrill
 Ed. Leventhal (Seal)

State of Nevada, }
 County of Eureka, }
 On this Twenty-fifth day of October A. D. one thousand eight hundred and twenty-eight before me, Geo. W. Merrill, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ed. Leventhal, whose name is subscribed to the annexed instrument as a party thereto, who is personally known to me to be the individual described in and who executed the annexed instrument, and who duly acknowledged to me that he executed

311011879

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, in said County, the day and year in this certificate first above written.

(Seal)

Geo. W. Merrill

Not. y Public

Recorded at request of Geo. W. Taft, March 10th A.D. 1879, at 10. min. past 11. P.M. - (Book 20 of Deeds page 274) Wm. Tinsley Recorder.

W. Wines. } This Indenture, made the Second day of
 To Geo. W. Taft. } December, in the year of our Lord one thousand
 eight Hundred and seventy eight. Between
 W. Wines, of Elko County, State of Nevada, party
 of the first part, and Geo. W. Taft, of Elko County, State of Nevada,
 the party of the second part. Witnesseth, that the said party of the first
 part, for and in consideration of the sum of One dollar, lawful
 money of the United States of America, to him in hand paid by
 the said party of the second part, the receipt whereof is truly ac-
 knowledged, has granted, bargained and sold, conveyed and
 confirmed, and by these presents do grant, bargain and sell,
 convey and confirm, unto the said party of the second part
 and to his heirs and assigns forever, all that certain lot, piece
 or parcel of land situate, lying and being in the County of White
 Pine, State of Nevada, and bounded and particularly described
 as follows, to wit: Situated in Diamond Valley about 28 miles in
 a Northernly direction from the Town of Carlsbad, and more particu-
 larly described as follows, to wit, beginning at a stake about 1700 feet
 in a South Westerly direction from the Diamond Valley Telegraph office
 marked S. C. Gorman S. E. corner, and running thence N. 50th W. 20
 chains; thence S. 20th E. 20 chains; along the Eastern Survey, more
 N. 20th E. 20 chains; thence S. 50th E. 100 chains; thence S. 20th W. 60 chains;
 thence N. 50th W. 20 chains and thence N. 20th E. 100 chains to the place
 of beginning, containing 160 acres, together with all water rights,
 ditches, claims, and water privileges upon said premises. Together with
 all and singular the tenements, hereditaments and appurtenances

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EXHIBIT 21

LOREOS WHITE PAPER
EUREKA CO. TRANSCRIBED
31.01.1879


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, in said County, the day and year in this certificate first above written.

(Seal) Geo. W. Merrill
Notary Public

Recorded at request of Geo. W. Taft, March 10th A.D. 1879, at 10. min. past 11. P.M. (Book 20 of Deeds page 274) Wm. Tinsley Recorder.

W. Wines. } This Indenture, made the Second day of
Do. } December, in the year of our Lord one thousand
Geo. W. Taft. } eight hundred and seventy eight, between
W. Wines, of Elko County, State of Nevada a party
of the first part, and Geo. W. Taft, of Elko County, State of Nevada,
the party of the second part. Witnesseth, that the said party of the first
part, for and in consideration of the sum of One dollar, lawful
money of the United States of America, to him in hand paid by
the said party of the second part, the receipt whereof is hereby re-
cognized, has granted, bargained and sold, conveyed and
confirmed, and by these presents do grant, bargain and sell,
convey and confirm unto the said party of the second part
and to his heirs and assigns forever, all that certain lot, piece
or parcel of land situated lying and being in the County of White
Pine, State of Nevada, and bounded and particularly described
as follows, to wit: Situated in Dimond Valley about 28 miles in
a Northwesterly direction from the Town of Eureka, and more particu-
larly described as follows, to wit: Beginning at a stake about 7 or 8 feet
in a South Westwesterly direction from the Dimond Valley Telegraph Office
marked S.O. Gorman S.E. corner, and running thence N. 50 W. 20
chains; thence S. 20 E. 100 chains; along the Eastern Survey; thence
N. 40 E. 20 chains; thence S. 50 E. 100 chains; thence S. 40 W. 60 chains;
thence N. 50 W. 20 chains and thence N. 40 E. 100 chains to the place
of beginning, containing 160 acres, together with all water rights,
ditches, dams, and water privileges upon said premises. Together with
all and singular the tenements, hereditaments and appurtenances

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thereunto belonging, or in anywise appertaining and the accrescences, reversion, remainder and remainders, rents, issues and profits thereof. To Have and to Hold, all and singular, the said premises together with the appurtenances unto the said party of the second part - His and assigns forever. In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written. N. Wines. 

State of Nevada }
 County of Esmeralda }
 On this Second day of December, A. D. one thousand eight hundred and seventy eight, personally appeared before me, F. Laspeyre, a Notary Public in and for the said County of Esmeralda, N. Wines, whose name is subscribed to the annexed instrument as a party thereto, personally known to me to be the same person described in and who executed the said annexed instrument, as a party thereto, and the said N. Wines duly acknowledged to me that he 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.

 F. Laspeyre
 Notary Public

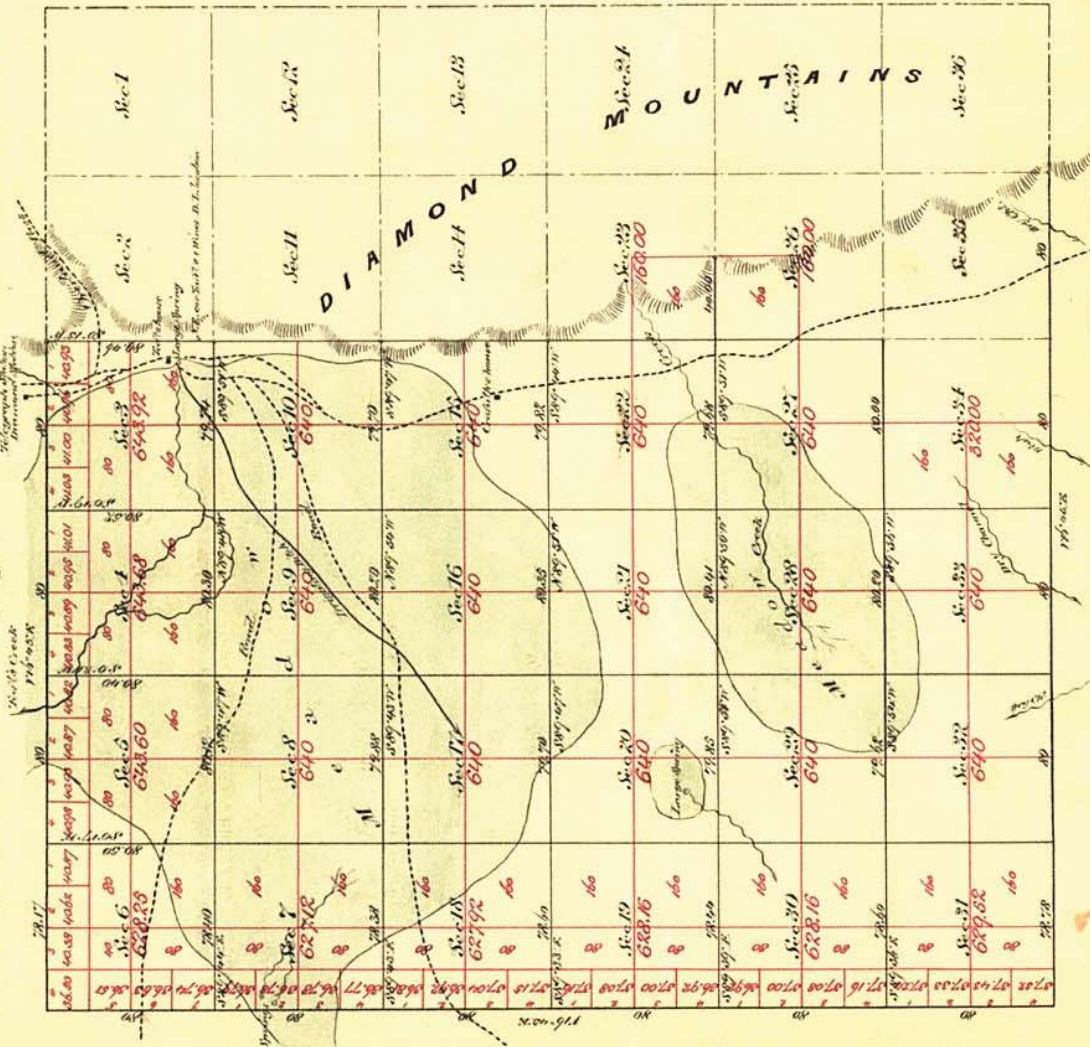
Recorded at the request of Geo. W. Traft, March 10th A. D. 1879, at 15 min. past 11, P. M. (Book 20 of Deeds, page 278) Wm. Timson, Recorder.

Proclimo Depaoli }
 To }
 Giovanni Baroni }
 Between, Proclimo Depaoli, of the County of Storey, State of Nevada, the party of the first part, and Giovanni Baroni, of the County of Esmeralda, State of Nevada, the party of the second part. Witnesseth, that the said party of the first part, for and in consideration of the sum of Three thousand (\$3000⁰⁰) dollars, good and lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quit claim unto the said party of the

EXHIBIT 22

EXHIBIT 23

Township N^o 23 North Range N^o 3 East Mount Diablo Meridian



Survey designated	By whom surveyed	Date of finished	Acres of survey	Was surveyed
County line	County & others	July 20 th 1859	11 - 26 80	1859
Subdivisions	"	185 - 55 - 57	July 20 th 1859	"

Approved by the State Board of Surveyors
 and the State Board of Mineral Lands
 August 1859

Commenced July 22nd 1859
 Completed " 27th

Subdivisions have not otherwise noted, and with Variation 14-46 East.
 The above map of Township N^o 23 North of Range N^o 3 East Mount Diablo Meridian
 is hereby approved by the State Board of Surveyors, and the Surveyors thereon, in full in their office
 at Sacramento, California
 U.S. Surveyors
 J. S. Smith
 J. S. Smith

J. S. Smith
 U.S. Surveyor

723 N. R. 54 E V D

EXHIBIT 24

EXHIBIT 25

COPYRIGHT 1904,
PATENTED.

27111
PATENT No. 3514, 320, Ac.

No. 4257

W. Dewey

Filed April 3rd 1881

at 3:30 o'clock, P. M.

A. J. Hatched
Land Register.

By J. A. Hatched
Deputy.

1881

Carson Nev

April 13 1881

To Hon. A. J. HATCH, Register of the Land Office:

I William Dewey of Eureka County,

State of Nevada, do hereby apply, under the provisions of Section 9 of an Act entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," approved March 5, 1873, and the Acts amendatory thereof and supplementary thereto, to purchase the following described land in Eureka County:

DESCRIPTION.	SECTION.	TOWNSHIP.		RANGE
		North.	South.	East.
<u>SE</u> of <u>3</u>	<u>3</u>	<u>23</u>		<u>52</u>
<u>SW</u> of <u>SW</u>	<u>3</u>	<u>23</u>		<u>52</u>
<u>NW</u> of <u>NW</u>	<u>10</u>	<u>23</u>		<u>52</u>
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Mt. Diablo meridian, containing 32.0 acres, according to the returns of the United States Surveyor-General, for which I agree to pay the State of Nevada at the rate of One dollars and twenty cents (\$ 1.20) in United States currency per acre.

Residence: Diamond Springs

Postoffice address: Diamond Eureka road

(Sign name in full.) William Dewey

EXHIBIT 26

For the Fiscal Year 1881, to all Owners and Claimants, Known and Unknown.

VALUATION OF BOARD OF EQUALIZATION.					APPROPRIATION OF TAX TO STATE.	APPORTIONMENT OF TAX TO COUNTY.											
VALUE OF POSSESSORY CLAIMS.	VALUE OF IMPROVEMENTS.	VALUE OF PERSONAL PROPERTY.	VALUE OF TOWN PROPERTY OF EUREKA.	TOTAL VALUATION OF PROPERTY.	STATE.	SCHOOL FUND.	TREASURER'S SALARY FUND.	GENERAL FUND.	CURRENT EXPENSE FUND.	FIRE DEPARTMENT FUND.	POLICE FUND.	TOWN FUND.	EUREKA SCHOOL DISTRICT BUILDING FUND.	FUND.	POLL TAX FUND.	TOTAL TAX.	
		50															
30	50																
	100		350	350	2.25	75	35	3.40	50	1	38	50	65				8.75
		1630															
240																	
120																	
120																	
	440																
500																	
	100																
500																	
	200			3820	34.83	11.62	4.25	38.31	7.74				9.68				106.43
		300															
2160																	
	2020																
250																	
	520		5350	5350	47.95	15.75	7.25	50.40	10.50	31	7.87	10.50	13.13				183.75
3940	3450	1980		9370	84.33	38.12	11.91	91.11	18.74	32	8.33	11.00	23.43				278.93

EXHIBIT 27

CONTRACT NO. 2090
 Patent No. 4656 - 80 acres

 No. 4717
 Wm. H. Cox
 Filed May 8th 1882
 at 3rd o'clock P. M.
 A. J. Hatch
 Land Register.
 By D. A. Finckh
 Deputy
 EUREKA CO.



Eureka Nevada

May 4 1882

To Hon. A. J. HATCH, Register of the Land Office:

I, William F. Cox of Eureka County, State of Nevada, being of lawful age, do hereby apply, under the provisions of Section _____ of an Act entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," approved March 5, 1873, and the Acts amendatory thereof and supplementary thereto, to purchase the following described land in Eureka County:

DESCRIPTION.	SECTION.	TOWNSHIP.		RANGE.
		North.	South.	
<u>W 2</u> of <u>N 6 4</u>	<u>22</u>	<u>24</u>	<u>7</u>	<u>54</u>
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Mt. Diablo meridian, containing 80 acres, according to the returns of the United States Surveyor-General, for which I agree to pay the State of Nevada at the rate of one dollars and twenty five cents (\$ 1.25) in United States currency per acre.

Residence Diamond Valley Eureka County, Nevada
 Postoffice address Diamond City " " "
 Sign name in full: William F. Cox

By _____ Agent.
 cash payment \$ 80.00
 U. S. Land Office fees \$ _____

Part of Eureka - See Appx No 4388 -

EXHIBIT 28

1882

CONTRACT NO R 1314

JUL 22 1910

Patented

21 111 21

Patent No 6804-160 Ac
No 756,

G. W. Tapp

Filed June 15th 1882
at 11³⁰ o'clock M.

A. J. Hatch
Land Register.

Receipt 11969

By J. A. Harrold

Deputy
Patent to issue in the name
of Nels Toft

DEED Eureka Co.

See letter to H. C. M. 1882 7236
Copy of Order of Court
Filed July 2, 1910.
2.27 11-15-14

Diamond, Nev.

188 2

To Hon. A. J. HATCH, Register of the Land Office:

I, George W. Taft of Eureka County, State of Nevada, being of lawful age, do hereby apply, under the provisions of Section 9 of an Act entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," approved March 5, 1873, and the Acts amendatory thereof and supplementary thereto, to purchase the following described land in Eureka County:

DESCRIPTION.	SECTION.	TOWNSHIP.		RANGE. East.
		North.	South.	
<u>N^W</u> of <u>NE^{1/4}</u>	<u>9</u>	<u>23</u>		<u>54</u>
<u>S^W</u> of <u>SE^{1/4}</u>	<u>4</u>	<u>23</u>		<u>54</u>
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Mt. Diablo meridian, containing 160 acres, according to the returns of the United States Surveyor-General, for which I agree to pay the State of Nevada at the rate of One dollars and twenty five cents (\$ 1.25) in United States currency per acre.

Residence Nelson Taft - Birch Springs, Eureka Co.

* Postoffice address Diamond, Nevada

Sign name in full: George W. Taft

First payment \$ 40.00
 U. S. Land Office fees \$ 2.00

Agent.

See deed filed Jan'y 3, 1895, from G. W. Taft to Mrs. W. M. Millett
 See change address filed Oct. 7, 1895.
 " 78500 " " " in 4965 11969

EXHIBIT 29

CONTRACT No. 2089

Patent No. 4657-8000

21112

No. 4788.

W. A. Cox

Filed July 11, 1882
at 1:25 P. M.

A. J. Hatch
Land Register.

B. A. Farnett
Deputy
E. H. A. CO.

21 - 52

EXHIBIT 30

EXHIBIT 31

Assessment Roll of Property of Eureka County, Nevada,

1882

DATE OF PAYMENT	NAMES OF TAXPAYERS	DESCRIPTION OF PROPERTY.	REAL ESTATE No. ACRES	POSSESSORY CLAIM No. ACRES	No. OF SECT'N.	NAME OF TOWNSHIP	LOT.	BLOCK.	VALUATION OF ASSESSOR.				
									VALUE OF REAL ESTATE OR POSSESSORY CLAIM.	VALUE OF IMPROVEMENTS.	VALUE OF PERSONAL PROPERTY.	VALUE OF TOWN PROPERTY OF EUREKA.	
Paid No. 21 1882	Combs Wm	Proprietary Interest in and to lot 4a's in Block No 58 of the Town of Eureka in Eureka County and State of Nevada Bldg. Frame Dwelling House						2	88	150	400		
		Proprietary Interest in and to lot 4a's in Block No 58 of the Town of Eureka in Eureka County and State of Nevada Bldg. Frame Dwelling House						6	56	210	825		
Paid No. 20 1882	Combs Mrs Wm	Proprietary Interest in and to lot 4a's in Block No 58 of the Town of Eureka in Eureka County and State of Nevada Bldg. Small Cabin in front of the Corn Army South						1	88	150	150		
		Proprietary Interest in and to lot 4a's in Block No 58 of the Town of Eureka in Eureka County and State of Nevada Bldg. Frame Dwelling House									1200		
Paid No. 19 1882	Childs Geo	Proprietary Interest in and to lot 4a's in Block No 58 of the Town of Eureka in Eureka County and State of Nevada Bldg. Frame Dwelling House						3	68	25	250		
		Proprietary Interest in and to lot 4a's in Block No 58 of the Town of Eureka in Eureka County and State of Nevada Bldg. Frame Dwelling House						4	68	25	250		
	Compton Mrs S M	Proprietary Interest in and to lot 4a's in Block No 58 of the Town of Eureka in Eureka County and State of Nevada Bldg. Frame Dwelling House						1	87	25			
		Proprietary Interest in and to lot 4a's in Block No 58 of the Town of Eureka in Eureka County and State of Nevada Bldg. Frame Dwelling House						2	87	25	205		
		Proprietary Interest in and to lot 4a's in Block No 58 of the Town of Eureka in Eureka County and State of Nevada Bldg. Frame Dwelling House						3	87	25			
Paid No. 16 1882	Condit J R Poll Tax	Personal Property, Stud Horse \$100 45 Horses \$200 Bldg. House stable & corral at Mud Springs Proprietary Interest in and to a tract of farming land situated on the East side of Diamond Valley about 8 miles North of Diamond Springs in Eureka County and State of Nevada known as the "Box Spring Ranch" and described as follows: to wit commencing at a stake 1/4 mile N.E. of Dwelling House and running thence West 1/2 mile to stake thence South 1/2 mile to a stake thence East 1/2 mile to a stake thence North 1/2 mile to the place of beginning - containing 80 acres Bldg. Stable house stable & corral										1050	
		Personal Property, Harness \$100 2 Horses \$150 Wagon \$100 2 Saddles \$100 2 Horses \$100 Bldg. House stable & corral										200	
		Personal Property, Harness \$100 2 Horses \$150 Wagon \$100 2 Saddles \$100 2 Horses \$100 Bldg. House stable & corral										400	
Paid No. 20 1882	Cookrick Matt Poll Tax	Proprietary Interest in and to Block No 49 of the Town of Eureka in Eureka County and State of Nevada Bldg. Frame Dwelling House & stable Proprietary Interest in and to lot 4a's in Block No 58 of the Town of Eureka in Eureka County and State of Nevada											5250
		Proprietary Interest in and to lot 4a's in Block No 58 of the Town of Eureka in Eureka County and State of Nevada						1	50	100	800		
										1835	3890	6550	

EXHIBIT 32

EXHIBIT 33

For the Fiscal Year 1883, to all Owners and Claimants Known and Unknown.

Valuation of Board of Equalization.					APPROPRIATION OF TAX TO STATE.	APPORTIONMENT OF TAX TO COUNTY.											
VALUE OF FOREWATER CLAIM.	VALUE OF IMPROVEMENTS.	VALUE OF PERSONAL PROPERTY.	VALUE OF TOWN PROPERTY OF GENERAL.	TOTAL VALUATION OF PROPERTY.		STATE.	SCHOOL FUNDS.	GENERAL FUNDS.	OVERSEER EXPENSE FUNDS.	FINE FUNDS.	EMERGENCY SCHOOL DIST. RECEPTION FUNDS.	FUNDS.	FUNDS.	FUNDS.	FUNDS.	TOTAL TAX FUNDS.	TOTAL TAX.
		202															
260																	
120																	
120																	
	460			1840	1656	828	1840	868									4692
		450															
500																	
	4075																
500																	
	425	5200	6150	5535	2767	6180	1230	2360	1475								19517
		100															
375																	
	500																
375																	
	600																
375																	
	500	2285	2285	2543	1271	2825	565	1130	706								9040
185																	
	210																
185																	
	212																
188	212	1300	1300	1170	575	13	360	520	325								4160
100																	
	400	500	500	450	225	500	100	200	125								1600
150																	
	500	400	400	560	180	400	80	160	100								1280
3419	7946	1650	19925	13015	11714	5856	13015	2603	4370	2731							40289

EXHIBIT 34

For the Fiscal Year 1884, to all Owners and Claimants Known and Unknown.

Valuation of Board of Equalization.				APPORTIONMENT OF TAX TO COUNTY.															
VALUE OF PERSONAL CLAIM.	VALUE OF IMPROVEMENTS.	VALUE OF PERSONAL PROPERTY.	VALUE OF TOWN PROPERTY OF EXTERRA.	TOTAL VALUATION OF PROPERTY.	APPORTIONMENT OF TAX TO STATE.		APPORTIONMENT OF TAX TO COUNTY.										TOTAL TAX.		
					STATE.	SCHOOL FEES.	GENERAL FEES.	CURRENT EXPENSE FEES.	FIN FEES.	BRIDGE SCHOOL DIST. REDEMPTION FEES.	FEES.	FEES.	FEES.	FEES.	FEES.	FEES.			
		350																	
100	400			850	465	340	858	170											2125
25																			
25	250	300		800	270	120	300	60	135	25									960
	1290																		
210																			
120																			
120	460			2320	2007	892	2230	446											5575
50	200	250		250	225	100	250	50	113	62									800
125	225																		
125	226																		
125	275	1100		1125	790	440	11	220	495	275									3520
26	50	75		75	67	30	75	15	24	19									240
	75	75		75	68	30	75	15	35	19									240
1080	2160	1640	1800	4880	4392	1952	4880	976	810	450									13460

EXHIBIT 35

Assessment Roll of the Property of Eureka County, Nevada,

1885

VALUATION OF ASSESSOR

DATE OF PAYMENT	NAMES OF TAXPAYERS	DESCRIPTION OF PROPERTY	REAL ESTATE	POSSESSORY	No. OF SECY'S	NAME OF TOWNSHIP	LOT	BLOCK	VALUE OF REAL ESTATE OR POSSESSORY CLAIM	VALUE OF IMPROVEMENTS	VALUE OF PERSONAL PROPERTY	VALUE OF TOWN PROPERTY OF EUREKA	
			No. Acres	No. Acres									
Nov 6/85 Paid	Cox W ^m J ^r 1 Part Tax	Personal Property, 50 Head Horses & one street car from Arthur Van 2 miled horse \$2000 Horses \$500									1410		
		Property interest in and to a tract of farming land situated about 4 miles South West of, from the Telegraph Station on the East side of Diamond Valley, in Eureka County and State of Nevada, known as the Cox Ranch and described as follows to wit: Being the S.E. 1/4 of Section 18 Township 33 N. Range 52 E. Sec 40 N.E. 1/4 Sec 12 " 33 N. Range 52 E. " 40 "	40	12	23	N.R. 52 E.			80				
		N.E. 1/4 Sec 12 " 33 N. Range 52 E. " 40 "	40	12	23	N.R. 52 E.			80				
		N.W. 1/4 Sec 12 " 33 N. Range 52 E. " 40 "	40	12	24	N.R. 52 E.			80				
Nov 19/85 Paid	Campbell M ^t 1 Part Tax	Property interest in and to a tract of farming land situated in the Eastern side of Diamond Valley about 5 miles North of Diamond Springs, known as the Telegraph Station in Eureka County and State of Nevada and described as follows to wit: Commencing at a stake 1/2 mile East of dwelling house containing three East 1/2 mile three South 1/2 mile three East 1/2 mile three North 1/2 mile to the place of beginning - containing 80 acres	80					100		500			
		Personal Property, Furniture \$500 Horses \$500									550		
		Property interest in and to lot No 1 in Block No 87 of the Town of Eureka in Eureka County and State of Nevada					1	87	50		600		
Nov 22/85 Paid	Culhane Mrs M ^t	Property interest in and to lot No 2 in Block No 87 of the Town of Eureka in Eureka County and State of Nevada					2	87	50				
		Property interest in and to lot No 3 in Block No 87 of the Town of Eureka in Eureka County and State of Nevada					3	87	50				
		Impts. Frame Dwelling House								25			
Nov 24/85 Paid	Compton Mrs G ^m	Property interest in and to lot No 1 in Block No 87 of the Town of Eureka in Eureka County and State of Nevada					1	87	25				
		Property interest in and to lot No 2 in Block No 87 of the Town of Eureka in Eureka County and State of Nevada					2	87	25				
Nov 26/85 Paid	Coyle Dennis 1 Part Tax	Impts. Frame Dwelling House situated near the mouth of Goodwin Canon in the Town of Eureka in Eureka County and State of Nevada								125			
		Personal Property, Furniture \$200 Horses \$500 Wagon \$1000 Carriage \$200 Saddles \$100 Saddles \$100 Harness \$100 Saddle \$100 Saddles \$100 Saddle \$100 Saddle \$100 Saddles \$100 Saddle \$100 Saddle \$100									250		
Nov 26/85 Paid	Crosman Robert 1 Part Tax	Property interest in and to lot No 5 in Block No 87 of the Town of Eureka in Eureka County and State of Nevada					5	87	25			175	
		Impts. Frame Dwelling House								122			
Nov 26/85 Paid	Cristofa Dominico	Property interest in and to lot No 2 in Block No 102 of the Town of Eureka in Eureka County and State of Nevada					2	102	25				
		Impts. Frame Dwelling House								175			

EXHIBIT 36

Assessment Roll of the Property of Eureka County, Nevada,

1885

DATE OF PAYMENT	NAMES OF TAXPAYERS	DESCRIPTION OF PROPERTY	REAL ESTATE No. ACRES	POSSIBILITY No. ACRES	No. OF SEC'S	NAME OF TOWNSHIP	LOT	BLOCK	VALUATION OF ASSESSOR				
									VALUE OF REAL ESTATE OR POSSIBLY CLAIM	VALUE OF IMPROVEMENTS	VALUE OF PERSONAL PROPERTY	VALUE OF TOWN PROPERTY OF EUREKA	
Apr 14/85 Paid	Clark Mrs. J. J.	Personal Property Furniture \$500 Possibility Interest in and to lot No 1 in Block No 86 of the Town of Eureka in Eureka County and State of Nevada Imple. Town House					1	36	1950		500		
		Possibility Interest in and to lot No 7 in Block No 17 of the Town of Eureka in Eureka County and State of Nevada					7	17	25				
	Casidy Geo. W.	Possibility Interest in and to lot No 15 in Block No 15 of the Town of Eureka in Eureka County and State of Nevada					15	56	150				
Apr 14/85 Paid	Casidy Geo. Skillman	Personal Property, Caudwell Printing Office with fixtures and printing material including machinery \$1500 2 Pair Saws Possibility Interest in and to the South 3/4 of lot No 14 in Block No 41 of the Town of Eureka in Eureka County and State of Nevada Imple. Board House					14	41	315		1500		
		Personal Property, 2 Stalls \$250 - 60 Head Horses & 20 Head Cattle \$200 - Wagon \$50 Imple. House & Stable at Grand Springs Eureka Co Nevada Possibility Interest in and to a tract of farming land situated on the East side of Diamond Valley about 8 miles North from Diamond Springs in Eureka County and State of Nevada, known as the "Box Springs Ranch" and described as follows to wit: Commencing at a stake 1/4 mile N.E. of dwelling house and running thence West 1/2 mile to stake; thence South 1/2 mile to stake; thence East 1/2 mile to stake; thence North 1/2 mile to the place of beginning - Containing 80 acres Imple. Stables & House, Stable, Corral	80						100		1700		
Apr 12/85 Paid	Croft Isaac J.	Personal Property, 2 Horses \$200 - Wagon \$50 Possibility Interest in and to a tract of farming land situated on the South East side of Diamond Valley on Coleman Cañal about 8 miles North from the Town of Eureka in Eureka County and State of Nevada, known as the Coleman Ranch and described as follows to wit: Commencing at a point 100 feet North from the N.W. Corner of Basin and running thence West 1/2 mile to a stake; thence South 1/2 mile; thence East one mile to a stake; thence North 1/2 mile; thence West 1/2 mile to the place of beginning - Containing 160 acres Imple. 2 Horses, Stable, Corral	160						500				
	Coleman Truman	Possibility Interest in and to the West 50 feet of lot No 18 in Block 16 of the Town of Eureka in Eureka County and State of Nevada Imple. Frame Dwelling House					18	16	25		250		
	Collins Margaret and Company	Possibility Interest in and to lot No 2 in Block No 16 of the Town of Eureka in Eureka County and State of Nevada Imple. Small House					2	46	25				
Apr 12/85 Paid	Crestette Maria	Possibility Interest in and to lot No 5 in Block No 16 of the Town of Eureka in Eureka County and State of Nevada Imple. Small House					5	46	25				
	Crestette Giacomo									50			
									3115	9540	16540		

EXHIBIT 37

EXHIBIT 38

thereto incident, appurtenant and appurtenant, or therewith usually had and enjoyed; and also all and singular, the tenements, hereditaments and appurtenances thereto belonging and the rents, issues and profits thereof and also, all the estate, right, title, interest, possession, claim and demand, whatsoever of the said part of the first part of, in, or to, the premises and every part and parcel thereof, to have and to hold all and singular, the above mentioned and described premises with the appurtenances and privileges thereto incident and appurtenant unto the said part of the second part his heirs and assigns forever. In Witness whereof the said part of the first part has hereunto set his hand and seal, the day and year first above written.

Patrick Brady *Seal*

George Skultes
William Christian

State of Nevada }
County of Esmeralda }

On this Twenty first day of March A. D. one thousand eight hundred and Eighty eight personally appeared before me John M. Kernan a Notary Public, in and for said County Geo. Skultes personally known to me whose name is subscribed to the aforesaid Instrument as a witness thereto, who, being by me, duly sworn, disposed and paid; that he resides in Cortez, that he was present and saw Patrick Brady personally known to him to be the same person described in and who executed the said aforesaid Instrument as a party thereto, sign, seal and deliver the same, and that the said Patrick Brady acknowledged in the presence of said affiant, that he executed the same freely and voluntarily and for the uses and purposes therein mentioned and that he the said affiant, thereupon subscribed his name as a witness thereof.

In Witness whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written

John M. Kernan Notary Public
in and for Esmeralda County Nevada

Recorded at the request of George Skultes, March 21st A. D. 1888
at 55 minutes past 8 o'clock P. M.

W. S. Deard
Recorder

William Dewey
Raura S. Dewey

George W. Taft. This Indenture, Made the Thirtieth day of May in the year of our Lord, one thousand, eight hundred and Eighty eight bet. between William Dewey and Raura S. Dewey his wife, party of the first part and George W. Taft party of the second part, Witnesseth, that the said party of the first

part for and in consideration of the sum of One Dollar, lawful money of the United States of America to him, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, release, and forever quitclaim unto the said party of the second part and to his heirs and assigns forever all that certain lot, piece, or parcel of land situate in the County of Esmeralda, State of Nevada, and bounded and particularly described as follow: to wit: The South East quarter and the South half of the South West quarter of Sec. No. 3, in Township No. 23, North of Range No 54 East and the North half of the North West quarter of Sec No 10, Township No 23, North of Range No 54 East in Esmeralda County, State of Nevada, containing 370 acres; known as the Diamond Springs Ranch. And also all right, title and interest that I might or could obtain in and to the above described land reversions, remainders, or expectancies together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the provision and reversions, remainders and encumbrances, rents, issues and profits thereof. To Have and to Hold, all and singular the said premises together with the appurtenances, unto the said party of the second part and to his heirs and assigns forever. In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written

Signed, Sealed & Delivered in the Presence of } William Dewey 
 D. D. D. Dewey } Laura S. Dewey 

State of New York }
 County of Franklin }

On this thirteenth day of May A. D. 1886 before me D. D. D. Dewey a Notary Public, in and for said County personally appeared William Dewey and Laura S. Dewey his wife personally known to me to be the individuals described in and who executed the aforesaid instrument as parties thereto, and who, duly 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



D. D. D. Dewey
 Notary Public

Recorded at the request of George W. Taft February 23rd A. D. 1888 at 35 minutes past 10 o'clock A. M.

W. S. Beard
 Recorder

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G. W. Taft and
Mrs. M. E. Taft
R. Sadler

This Indenture, Made the 15th day of Dec in the year of
our Lord our thousand eight hundred and Eighty Two (1882)
Between G. W. Taft and Mrs. M. E. Taft his wife of
Esmeralda County the parties of the first part and R.

Sadler of same County and State the party of the second part Witnesses
that the said parties of the first part for and in consideration of the sum
of thirteen hundred dollars lawful money of the United States of
America to them in hand paid by the said party of the second part the
receipt whereof is hereby acknowledged do by these presents grant
bargain, sell, premise, release and forever quitclaim unto the said par-
ty of the second part and to his heirs and assigns forever the following
described Real Estate situated in Esmeralda County Nevada to wit
The South half (1/2) of the South West quarter (1/4) and the South half (1/2)
of the South East quarter (1/4) of Section No. twenty four (24) of Township
No. twenty four (24) North of Range No. fifty two (52) East. The North
East quarter (1/4) of the North East quarter (1/4) of section No. twenty five
(25) in Township No. twenty four (24) of Range No. fifty two (52) East, the
North West quarter (1/4) of the North West quarter (1/4) and the South West
quarter of the North West quarter (1/4) of Section No. thirty (30) of Town-
ship No. twenty four (24) North of Range No. fifty three (53) East and
the North East quarter of the North West quarter (1/4) and the North
West quarter (1/4) of the North East quarter (1/4) and the South half (1/2)
of the North East quarter (1/4), all of section No. twenty five of Township
No. twenty four North of Range No. fifty two (52) East of Mt. Diablo
base and meridian in Esmeralda County Nevada and being situated
on the West side of Diamond Valley and containing four hundred
thirty two & 4/100 (432 4/100) acres more or less and being more interest
in and this deed is intended to convey all the interests of said first
parties in and to all lands owned by them upon the West side of
Diamond Valley in said Esmeralda County. To Have and to hold all
and singular the said premises together with the appurtenances and
privileges thereto incident unto the said party of the second part and
to his heirs and assigns forever. In Witness Whereof, the said parties of
the first part, have hereunto set their hands and seals the day and year
first above written

State of Nevada } ss
County of Esmeralda }

George W. Taft
Mrs. M. E. Taft

Seal
Seal

On this 15th day of December A.D. our thousand
eight hundred and Eighty two, personally appeared before me John T.
Dasher a Notary Public in and for said Esmeralda County G. W. Taft and
Mrs. M. E. Taft his wife, whose names are subscribed to the aforesaid
instrument as parties thereto, personally known to me to be the same
persons described in and who executed the said aforesaid instrument
as parties thereto, and each of them acknowledged to me that they each
of them respectively executed the same freely and voluntarily and for
the uses and purposes therein mentioned. And the said Mrs. M. E. Taft

wife of the said L. W. Taft having been by me first made acquainted with the contents of said instrument, acknowledged to me, on examination, apart from and without the hearing of her husband, that she executed the same freely and voluntarily, without fear or compulsion or undue influence of her husband and that she does not wish to retract the execution of the same

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal at my office in the County of Esmeralda, this day and year, in this Certificate first above written.

Seal

John T. Barker
Notary Public

Recorded at the request of R. Sadler August 20th A. D. 1888 at 50 minutes past 9 o'clock A. M.

W. S. Beard
Recorder

R. Sadler

This Indenture made the 25th day of August in the year of our Lord one thousand eight hundred and P. M. Stock and Eight-eight between R. Sadler of Esmeralda, Esmeralda Ranch Company and the Diamond Valley River Stock and Ranch Company a corporation existing under the laws of the State of Nevada the part of the first part and the second part. Witnesseth, that the said part of the first part for and in consideration of the sum of Four thousand dollars Gold Coin of the United States of America to him in hand paid by the said part of the second part the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said part of the second part and to its heirs and assigns forever, the S. W. ^{1/4} of S. E. ^{1/4} section 10 North Township Twenty-seven Range East 5th the S. E. ^{1/4} of the S. W. ^{1/4} section 10 Township 27 Range East 5th, the N. W. ^{1/4} of the N. W. ^{1/4} section 11 Township 27 Range East 5th, the N. W. ^{1/4} of the N. E. ^{1/4} section 15 Township 27 Range East 5th, the South West ^{1/4} of the N. W. ^{1/4} of section 15 Township 27 Range East 5th, containing two hundred and forty acres also that certain piece or parcel of land lying and being in the County of Esmeralda, State of Nevada and known as the Henderson Ranch situate and near the End P. R. R. Rd. and about 25 miles from Esmeralda, together with all water rights and springs thereon. Also that certain piece or parcel of land lying and being in the County of Esmeralda, State of Nevada and known as the Henderson Ranch and known as the Vanina Ranch near the End P. R. R. Rd. in Pine Valley, together with all and singular the tenements hereditaments and appurtenances thereto belonging or in any wise appertaining and the provision and provisions, remainder and remainders parts, issues and profits thereof. To Have and to Hold all, and singular the said premises together with the appurtenances unto the said part of the second part and to its heirs and assigns forever. In Witness

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EXHIBIT 39

EXHIBIT 40

EXHIBIT 41

EXHIBIT 42

EXHIBIT 43

Book 1 Water Locations

1 WATER 36
8/31/1889

and the consolidated surface of Furnace and all other water
water from the Bureau Water Works and from the town of Bureau
and said waste water is composed of from five to fifteen million
inches Mr. Wm. Ley Bureau Nevada (real)

State of Nevada
County of Esmeralda 1889

Mr. Wm. Ley being first duly sworn says that he
has heard and read the above and foregoing notice of her claim to
the water as therein described and that the same is true of her
and knowledge except that matters therein stated upon informa-
tion and belief and as to those matters and things he believes it
to be true
Mr. Wm. Ley

Subscribed and sworn to before
me this 31st day of August 1889,

(Seal)
C. C.

Reij. Saunders

Notary Public Esmeralda Co. Nev.

Recorded as the Request of Mr. Wm. Ley August 31st A.D. 1889 at 5
minutes past 10 P.M. W. S. Beard Recorder by G. F. Bacon Deputy.

Notice of Water Right Claim

Know all men by these presents that I, George H. Taft do hold and
claim to hold all the water contained in Diamonds Springs Bureau
County Nevada situated on S. W. 1/4 of Sec. 8, Township 23 Range 5
East in Diamond Valley Esmeralda Co. Nev. by virtue of appropriating
a dam directly below said springs, making a lake and constructing
a ditch from the West end of said Lake of the width of 4 feet and
3 ft deep running westerly for 2 miles and surrounding the same
and 20 acres of land for irrigating purposes said appropriation
was announced in April 1879 and continued ever since and
water appropriated thru said ditch ever since, Post Office
address Bureau, Esmeralda Co. Nevada

George H. Taft

Subscribed and sworn to
before me this 1st day of
September 1889,

W. S. Beard

Recorder Esmeralda Co. Nev.

Recorded as the Request of George Taft Sept 1st A.D. 1889 at 35 minutes
past 9 P.M. W. S. Beard Recorder by G. F. Bacon Deputy

EXHIBIT 44

Assessment Book of the Property of Eureka

ASSESSED TO ALL OWNERS WHEN KNOWN,

TAXPAYER'S NAME	DESCRIPTION OF PROPERTY	M. D. D. B. AND MAR.			CITY OR TOWN LOTS IN EUREKA.				Number Acres of Real Estate.	Pennywise Claim, Acres.	Value of Real Estate or Pennywise Claim.
		Section.	Trp. North.	Range East.	Fraction.	Lot.	Block.	Division.			
84 ²² Cox H. M. 1 Poll Tax	Personal Property, 65 head of horses \$1250. 7 steers Cattle \$80. 200 sheep \$150. 1000 pigs \$50. Proprietary Interest in and to a tract of farming land situated on the East side of Diamond Valley about one mile North of Diamond Springs in Esmeralda County State of Nevada and described as follows to wit: Being the W 1/2 of NE 1/4 of Section 22 Township 24 N. Range 24 E. Cor. 20 ac. 100	30	24	24	NE 1/4						100
	Impts. Small Cabin W 1/2 of NE 1/4 of Section 24 Township 24 N. Range 24 E. Cor. 20 ac. 100	34	24	24	NE 1/4						100
85 Clark A. G.	Personal Property, 1 mule and 20 sheep \$100. Proprietary Interest in and to lot 17 in Block No 40 of the Town of Eureka in Esmeralda County and State of Nevada Impts. Frame House					17	40				50
	Proprietary Interest in and to lot 18 in Block No 40 of the Town of Eureka in Esmeralda County and State of Nevada					18	40				25
	Proprietary Interest in and to lot 19 in Block No 40 of the Town of Eureka in Esmeralda County and State of Nevada					19	40				25
	Proprietary Interest in and to lot 20 in Block No 40 of the Town of Eureka in Esmeralda County and State of Nevada Impts. Frame House					20	40				25
	Proprietary Interest in and to the West 20 feet of lot No 22 in Block No 40 of the Town of Eureka in Esmeralda County and State of Nevada					West 20	40				12
	Proprietary Interest in and to the West 20 feet of lot No 23 in Block No 40 of the Town of Eureka in Esmeralda County and State of Nevada					West 20	40				12
	Proprietary Interest in and to lot No 21 in Block No 40 of the Town of Eureka in Esmeralda County and State of Nevada					21	40				25
	Proprietary Interest in and to the North 12 1/2 feet of lot No 27 in Block No 37 of the Town of Eureka in Esmeralda County and State of Nevada					North 12 1/2	37				27
	Proprietary Interest in and to the North 9 feet of Block No 52 of the Town of Eureka in Esmeralda County and State of Nevada					North 9	52				20
86 Cresletta Maria	Proprietary Interest in and to lot No 3 in Block No 46 of the Town of Eureka in Esmeralda County and State of Nevada Impts. Frame Dwelling House					2	46				25
87 Cralius P. A. (W. H. Stewart Agent.)	Proprietary Interest in and to lot No 11 in Block No 21 of the Town of Eureka in Esmeralda County and State of Nevada Impts. 2 1/2 House					11	21				100
88 Carlett Mrs. Alice	Personal Property, Furniture \$100. Proprietary Interest in and to lot No 14 in Block No 16 of the Town of Eureka in Esmeralda County and State of Nevada Impts. Frame Dwelling House (part of) Proprietary Interest in and to lot No 15 in Block No 16 of the Town of Eureka in Esmeralda County and State of Nevada Impts. Frame Dwelling House					14	16				23
						15	16				25

EXHIBIT 45

EXHIBIT 46

EXHIBIT 47

Chattel
A 201

instrument, and who duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned -

In Witness Whereof, I have hereunto set my hand officially and affixed the seal of the said District Court, the day and year in this certificate first above written.



P. H. Warner County Clerk
and ex-officio Clerk of the said District Court.

Recorded at the request of P. Pedrotti July 3rd 1994 at 40 mins past 3 pm in Book
A Chatt Mortgages Page 200. Wm Spinner, Recorder.

Nels Toft

To P. H. Mfal. This mortgage, made this 25th day of January in the year eighteen hundred and ninety four, by Nelson Toft of the County of Eureka in the State of Nevada by occupation rancher and stock raiser Mortgagee to P. H. Mfal of the Town and County of Eureka State of Nevada by occupation Merchant, Mortgagee - Witnesseth: That the said mortgagee mortgages to the said Mortgagee all that certain personal property situated and described as follows, to wit: Forty six (46) head of Cattle branded with a quarter circle 'L' (L) on the left side also seven (7) head of horses branded with a quarter circle 'L' (L) on the left hip. The said forty six (46) head of Cattle and seven (7) head of horses are interbred to, and do include, all of the horses and all of the Cattle now owned by the Mortgagee and all that are branded as above stated except two head of cows and their calves and one worn mare, which are the property of the wife of the Mortgagee as security for the payment of the said mortgage of Five hundred Dollars Gold Coin of the United States of America, on Demand with interest thereon at the rate of One per cent per month according to the terms and conditions of a certain promissory note and in the words and figures following, to wit:

\$460⁰⁰ Eureka Nevada July 25th 1894

One day after date I promise to pay P. H. Mfal or order the sum of Four hundred and sixty Dollars, in U. S. Gold Coin for value received with interest thereon, at the rate of one (1) per cent per month from date until paid, also after judgment both principal and interest payable in U. S. Gold Coin. In the event of the non-payment of this said note at maturity, or its collection by litigation, I agree to pay all attorney fees, and all expenses that may be incurred thereby, and to that end bind myself, heirs, executors, administrators and assigns forever. Interest payable monthly.

Nels Toft

And with interest on \$460⁰⁰ of said \$500⁰⁰ at the rate of one and one half per cent per month from the 25th day of November 1892 until paid according to the terms of a certain promissory note, in words and figures following, to wit:

\$40⁰⁰ Eureka Nevada November 25th 1892

One day after date I promise to pay P. H. Mfal or order the sum of Forty Dollars in U. S. Gold Coin, for value received, with interest thereon at the rate of 1/2 per cent per month, from date until paid, also after judgment, both principal and interest payable in U. S. Gold Coin. In the event of the non-payment of this said note at maturity, or its collection by litigation we jointly and severally agree to pay all attorney fees, and all expenses that may be incurred thereby, and to that end, bind ourselves, heirs, executors administrators and assigns forever, interest payable monthly.

Nels Toft

It is also agreed, that if the mortgagee shall fail to make any payment as in the said promissory note provided, then the Mortgagee may take possession of the said property using all necessary force so to do, and may immediately proceed to sell the same in the manner provided by law, and from the proceeds pay the whole amount in said note specified, and all costs of sale, including Counsel fees not exceeding twenty per cent upon

P. H. Mfal & wife named Mortgagee do hereby certify that this said mortgage was taken fully paid and discharged the 15th day of Dec 1904 P. H. Mfal

Witness
Wm Spinner
Recorder

Chattel
A 800

the amount due, paying the surplus to the said mortgagor
signed and executed in the presence of } Nels Taft (Seal)

State of Nevada }
County of Esmeralda } ss
Nels Taft mortgagor in the foregoing named and J H Hful
the Mortgagor in said mortgage named, being duly sworn, each for himself doth depose
and say that the above mortgage is made in good faith and without any design to
hinder, delay or defraud creditors. That the character of said debt is that of two promissory
notes which are copied into the foregoing mortgage and that said notes, and the mortgage, are
and are executed to secure the payment of Five hundred Dollars, and the interest thereon
and that said \$500.00 was actually loaned by the Mortgagor to the mortgagor and that none
of said money has been repaid by the mortgagor to the Mortgagor, except the sum of Thirteen
Dollars and eighty-eight (88) cents interest. That the whole of said amount and interest thereon
is now due, owing and unpaid from the Mortgagor to the Mortgagor
Subscribed and sworn to before me this
25th day of January A.D. 1894 Nels Taft
M. G. Caravanagh J H Hful
Notary Public
Esmeralda Co Nev.

State of Nevada }
County of Esmeralda } ss
On the twenty fifth day of January, one thousand eight
hundred and ninety four before me M. G. Caravanagh, a notary public in and for
the County of Esmeralda, State of Nevada, personally appeared Nels Taft, personally known
to me to be the same person, whose name is subscribed to the within instrument, and he
duly acknowledged to me that he executed the same 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
M. G. Caravanagh
Notary Public
Esmeralda County Nevada
Recorded at the request of J H Hful Jan'y 25th 1894 at 70 minutes
past 6 o'clock pm in Book 2 of mortgages Page 201
Wm Spomer Recorder.

Vincenzo Lami to mortgage named mortgagor
to Esmeralda county that the said mortgage was
lawfully made and signed and exchanged the
1st day of Sept. 1896. Vincenzo Lami
Witness
Wm Spomer
Recorder

Martino Bardoli
To
Vincenzo Lami
This mortgage made the 27th day of April in the year
Eighteen hundred and ninety four by Martino Bardoli of the
County of Nye in the State of Nevada by occupation rancher
Mortgagor to Vincenzo Lami of the County of Esmeralda State of Nevada by occupation
rancher mortgagor -
Witnesseth that said mortgagor mortgages to the said mortgagor all that certain personal
property situated and described as follows to wit: Sixty (60) head of cows more or
less branded "IP" on left hip now running in the County of Nye, State of Nevada as
security for the payment to Vincenzo Lami the said mortgagor of sum of Two hundred (200)
Dollars lawful money of the United States of America, on the 27th day of April in the year
eighteen hundred and ninety five with interest thereon at the rate of one per cent per month
according to the terms and conditions of a certain promissory note of even date herewith, and
in the words and figures following to wit:
Esmeralda Nevada April 27th 1894
One year after date for value received I promise to pay to Vincenzo Lami the sum of

EXHIBIT 48

Book 1 Water Locations

1 WATER 41

Notice of Water Right

8/14/1894

of Mary E. Tramer

Notice is hereby given that the undersigned a citizen of the United States, has this day located and hereby claim all the water now flowing or that may hereafter be developed in Parker Creek, formerly called Birch Creek on the West side of Antelope Valley in Esmeralda County, Nevada and that she intends to use the same for agricultural purposes, to wit: the irrigation of a tract of land in section 25 T. 18 N. R. 49 E. and section 20 T. 18 N. R. 52 E. M.D.M.

Antelope Valley Esmeralda County

Mary E. Tramer

Jan'y 15 1894

Witness Walter J. Long

Recorded at the request of Mrs Tramer Jan'y

20th A.D. 1894 at 40 Minuta past 2 pm.

Wm Spinnier Recorder

Notice of Water Location

of S. Sadler and R. Bailey

Union District Esmeralda Co Nevada July 21st 1894

This is to certify that we the undersigned have this day located the Waters of Union Creek for agricultural purposes and for watering stock Cattle and Horses. This location is made subject to using the water for Mining purposes.

S. Sadler

R. Bailey

Recorded at the request of R. Sadler July 25 1894 at 20 min past 9 am in Liber A of Water Locations Page 41 Records of Esmeralda, Esmeralda County Nev

Wm Spinnier

Recorder

Notice of Water Right

of John C. Aiken

and Nelson Toft

Notice is hereby given that we the undersigned citizens of the United States have this day located and hereby claim all the water flowing or may hereafter be developed in two certain Springs located about 4 miles below Van Dibles and thence two miles South East at the head of four mile Cañon, in Esmeralda County, State of Nevada, and that we intend to use the same for agricultural purposes to wit: to irrigate a tract of land containing 20 acres and for watering stock Cattle and Horses.

John C. Aiken

Nelson Toft

Esmeralda Nev Aug 14th 1894.

Recorded at the request of John C. Aiken August 14th 1894

at 20 Min past 9 am

Wm Spinnier Recorder

EXHIBIT 49

1894

PATENTED

MAY 27 1912

Application No 11894

PATENTED 40 Acres.

DMC List No 14 40 Acres.

Contract No 8021 40 Acres.

Patent No 7274 40 Acres.

Andrew C. Dibble

Received NOV 30 1894 at 11 a.M.

125 Payment. \$10-

Filed NOV 30 1894 at 3.45 P.M.

J. E. Jones
Land Register.

REMARKS:

Receipt on App 13267

NON-LEGAL AFFIDAVIT.
24K-54
EUREKA CO.

Eureka Nevada
November 27th, 1894

To J. E. JONES, Register of the Land Office:

I, *Andrew C. Dibble*, of *Eureka* County, State of *Nevada*, being a legal applicant, do hereby apply, under the provisions of Section *8* of an Act entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," approved March 12, 1885, and the Acts amendatory thereof and supplementary thereto, to purchase the following-described land in *Eureka* County:

Leave this Space Blank.	DESCRIPTION.	SECTION.	TOWNSHIP.		RANGE.
			North.	South.	East.
	<i>N. W. 1/4 of S. W. 1/4</i>	<i>10</i>	<i>24</i>		<i>54</i>
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Mount Diablo meridian, containing *Four* acres, according to the returns of the United States Surveyor-General, for which I agree to pay the State of Nevada at the rate of one dollar and twenty-five cents (\$1 25) in United States currency per acre.

Residence *Hot Springs, Eureka County Nevada*
 Applicant's Postoffice address *Wheat Creek, Eureka County Nevada*
 Sign Applicant's name in full *Andrew C. Dibble*

By _____ Agent.

If the Agent is to be notified fill in the Agent's Postoffice address _____

First payment, \$ *10* (One-fifth of the purchase price, for other than timber lands. The whole purchase price is payable for timber lands.)

U. S. Land Office fees, \$ *2.00* (Two dollars for each 160 acres or fractional part thereof.)

NOTE—The applicant must be a citizen of the United States, or one who has declared his intention to become such. The term "citizen" is held to mean and include females of lawful age.

X.C.O. Notice filed Oct. 29/94.

EXHIBIT 50

and forever quitclaimed and by us presents does remise, release and forever quit claim unto the said party of the second part, and to his heirs and assigns, all those certain lots pieces or parcels of land situated in the said town and County of Esmeralda, State of Nevada and bounded and particularly described as follows to wit: The south fifteen (15) feet of lot number fourteen (14) in Block number seventy eight (78) and the north ten (10) feet of lot number Thirteen (13) in Block number seventy eight (78) according to the official map of the Town of Esmeralda, State of Nevada.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, issues, possessions and profits thereof. To have and to hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written

signed, sealed and delivered in the presence of } C. D. Cameron (Seal)
 Wm. Spinnard

State of Nevada }
 County of Esmeralda } ss

On this first day of December AD one thousand eight hundred and ninety four before me Wm. Spinnard County Recorder and ex officio Auditor in and for said County personally appeared C. D. Cameron whose name is subscribed to the annexed instrument, as a party thereto, personally known to me to be the same person described in, and who executed the said annexed instrument, as a party thereto, and who duly acknowledged to me that he 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 the Certificate first above written

(Seal) Wm. Spinnard
 County Recorder and ex officio Auditor.
 Esmeralda County Nevada

Geo. W. Taft
 To

Mrs. H. M. Millett

This Indenture, made the sixth day of November AD 1894 Between George W. Taft of Esmeralda County, State of Nevada the party of the first part and Mrs. H. M. Millett of Alameda County State of California the party of the second part. Witnesseth: That the said party of the first part, for and in consideration of the sum of five Dollars lawful money of the United States of America to him in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, doth by these presents grant, bargain, sell and convey unto the said party of the second part, and to her heirs and assigns forever all and singular the following named and described land premises and property to wit:

The N 1/2 of S.W. 1/4 Sec 3. Tp 23 N. R 54 E and the S.E. 1/4 of the N.E. 1/4 of Sec 4 Tp 23 N. R 54 E containing 120 acres Also the S.E. 1/4 and the S. 1/2 of the S.W. 1/4 of Sec 103 Tp 23 N. R 54 E and the N 1/2 of N. W. 1/4 of Sec 1010 Tp 23 N. R 54 E containing 326 acres also N 1/2 of N.E. 1/4. Sec 9. Tp 23 N. R 54 E and the S. 1/2 of the S.E. 1/4 Sec 4 Tp 23 N. R 54 E containing 160 acres and all being known as the Diamond Springs Ranch, in Diamond Valley. Also lot 205 in Block No 59 as designated on the official map of the Town of Esmeralda. All of said land being and lying in the said County of Esmeralda State of Nevada

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and

remainders, rents, issues and profits thereof. To have and to hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written

Signed, sealed and delivered in the presence of } George W Taft (Seal)
F H Harmon

State of Nevada }
County of Esmeralda } ss

On this 6th day of November A.D. 1894 before me F. H. Harmon, County Clerk, and ex officio Clerk of the District Court of the State of Nevada, Esmeralda County, duly qualified, personally appeared Geo. W. Taft whose name is subscribed to the annexed instrument, as a party thereto, and who is personally known to me to be the individual described in and who executed the annexed instrument, and who duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned. In Witness Whereof, I have hereunto set my hand officially and affixed the seal of the said District Court the day and year in this Certificate first above written.

(Seal) F. H. Harmon, County Clerk
and Ex officio Clerk of the said District Court.
Recorded at the request of Mrs. N. M. Mullett Dec 5 A.D. 1894 at 10 mins past 9 o'clock Am.
W. Spinkins
Recorder.

Martin Filippini
Do
Geo. W. Taft.

This Indenture, made this the eighteenth day of September in the year of our Lord one thousand eight hundred and ninety, between Martin Filippini of the town and County of Esmeralda State the party of the first part and George W Taft of the same place, County and State aforesaid the party of the second part.

Witnesseth: That the said party of the first part, for and in consideration of the sum of seventy five (\$75.00) Dollars lawful money of the United States of America to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, sold by three private grant bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever all of my right, title and interest in and to that certain lot, piece or parcel of land, situated in the said County of Esmeralda, State of Nevada and bounded and particularly described as follows, to wit: The same being lot 205 in Block 7th 59, as designated in the official map of the town of Esmeralda, said lot having a frontage of twenty five feet on the west side of Edwards Street and extending back westerly at right angle to the east side of Ornel Avenue one hundred feet in the same uniform width to the west line of said Edwards Street. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and the reversion or reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written. Signed, sealed and delivered in the presence of Martin Filippini (Seal)
Geo Taft
F Harmon

No Ackgmt.
Recorded at the request of Mrs. N. M. Mullett Dec 10 A.D. 1894 at 50 mins past 10 o'clock Am.
W. Spinkins
Recorder

EXHIBIT 51

12/10/1894

The State of Nevada
To
Wm Dewey

Application No 4254. Patent No 3574. 370 acres.
The State of Nevada.

To all to whom these presents shall come, Greeting:

Whereas William Dewey of Esmeralda County State of Nevada has deposited with the Register of the State Land Office at Carson City, the State Treasurer's Receipt whereby it appears that full payment has been made by the said William Dewey according to the provisions of an act of the Legislature approved March 17th 1888, entitled "An Act to provide for the selection and sale of land that have been or may hereafter be granted by the United States to the State of Nevada" and the acts amendatory thereof and supplementary thereto, for the South East quarter and South half of South West quarter of Section three (3) and the North half of North West quarter of Section ten (10) all in Township Twenty three (23) North, Range fifty four (54) East Mount Diablo Base and Meridian containing three hundred and twenty acres, according to the Official plat of the survey of the Public Lands, as made by the United States Surveyor General for the District of Nevada, which said tract has been purchased by the said William Dewey. Therefore Know Ye, That the State of Nevada, in consideration of the premises, and in conformity with the Act of the Legislature in such cases made and provided, has given and granted and by these presents does give and grant unto the said William Dewey and to his heirs, the said tract above described To have and to hold the same, together with all rights, privileges, immunities and appurtenances of whatever nature thereunto belonging, unto the said William Dewey and to his heirs and assigns forever; provided, that all mines of gold, silver, copper, lead, uranium, and other valuable minerals that may exist in said tract are hereby expressly reserved.

In Testimony whereof, I Roswell K. Colcord, Governor of the State of Nevada, have caused these Letters to be made patent, and the Great Seal of State to be hereunto affixed, Given under my hand at Carson City, the twenty fifth day of September 1894

By the Governor
O. H. Grey
Secretary of State.

Roswell K. Colcord
Governor
J. E. Jones
Land Register

Recorded at the request of Mrs. N. M. Mudgett Dec 10 AD 1894 at 10 mins past 10 am
Wm Spinnar Recorder.

J. C. C. Whitmore
To
James Stinson

This Indenture, made this Eighth Day of Oct AD 1890 Between J. C. C. Whitmore of Esmeralda County of Nevada State of Nevada, the party of the first part and James Stinson of Ruby Hill County of Esmeralda, State of Nevada the party of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of Two Hundred and twenty five Dollars Gold Coin of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged does by these presents grant, bargain and sell, convey and confirm unto the said party of the second part and to his heirs and assigns forever, all that certain lot and parcel of land, situate and lying and being in the Town of Esmeralda County of Esmeralda State of Nevada and bounded and particularly described as follows to wit: Being Lot No 7 in Block No 100 together with all the improvements thereon and consisting of forty (40) feet front on Smith Street and extending by & Westerty in a uniform width one hundred feet.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainders and remainders, rents, issues and profits thereof.
To have and to hold, all and singular the said premises, together with the appurtenances

EXHIBIT 52

O MORT 189
12/20/1894

N. M. Millett

This Indenture made the 20th Day of December 1894 between N. M. Millett of the town of Eureka, the party of the first part, and the Eureka County Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Nevada, the party of the second part: Witnesseth: That the said party of the first part, for and in consideration of the sum of one thousand dollars, lawful money of the United States of America to herin hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell convey and confirm unto said party of the second part and to assigns forever, all those certain pieces or parcels of land situated in the County of Eureka and State of Nevada, described as follows to wit: the north half of the south west quarter of section 3 Township 22 North Range 52 East; the south east quarter of the north east quarter of section 4 Township 22 North Range 54 East containing one hundred and twenty acres; the south east quarter and the south half of the south west quarter of section 3 Township 22 North Range 54 East. The north half of the north west quarter of section 10 Township 22 North Range 54 East containing three hundred and twenty acres; the north half of the north east quarter of section 9 Township 22 North Range 54 East and the south half of the south east quarter of section 11 Township 22 North Range 54 East containing one hundred and sixty acres; said pieces or parcels of land being known as the "Diamond Springs or 'Puff' ranch also lot 205 in Block 2019 in the town of Eureka in said County, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, also the following described personal property situated on said Diamond Springs ranch or running in the vicinity thereof to wit: one hundred head of stock cattle, more or less, branded with the herd brand on the left thigh, and right ear cropped and left ear slit; also all of the household furniture, farming implements, machinery and all other personal property belonging to said party of the first part on or about said ranch aforesaid. This conveyance is intended as a mortgage to secure the payment of a certain promissory note given by said party of the first part to said party of the second part; said promissory note being in the words and figures following to wit:

\$1000
Eureka Nev December 20th 1894
One Day after date, without grace, I promise to pay the Eureka County Bank or order, the sum of one thousand dollars, lawful money of the United States for value received with interest thereon at the rate of 1 1/2 per cent per month from date until paid also after judgment both principal and interest payable in lawful money of the United States in any State or Territory of the United States of America. In the event of non payment of this said note at maturity or its collection by litigation I agree to pay all attorney fees and all expenses that may be incurred thereby, and to that end bind myself, my heirs, executors, administrators and assigns forever Interest payable monthly.

N. M. Millett
And these presents shall be void if said promissory note, principal and interest be well and truly paid when due and pay able according to the tenor and effect thereof, but in case of default be made in the payment of the principal or the interest of said promissory note or any part thereof when the same shall become due and payable according to the tenor and effect thereof, then the said party of the second part or its assigns are hereby empowered to sell said premises with all and every of the appurtenances or any part thereof and said personal property or any part thereof on the terms provided by law, and out

I hereby certify that the within mortgage has been fully paid
and discharged
this 20th day of May 1895
N. M. Millett

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mortgages D

the money arising from such sale to retain the whole of said principal and interest... the same shall be the due or not, together with the costs and charges of making such sale and correct fees and expenses of litigation, as provided in said promissory note and all taxes paid by said party of the second part, and the surplus, if any there be, shall be paid by the party making such sale, or demands, to the said party of the first part, her heirs or assigns in witness whereof the said party of the first part has hereunto set her hand and seal the day and year first above written

N. M. Mellett (Seal)

State of Nevada }
County of Esmeralda } ss

That N. M. Mellett, the mortgagee named in and who executed the above and foregoing mortgage, and R. K. Morrison who makes this affidavit on behalf of the Mortgagee named in said mortgage, each being duly sworn, said N. M. Mellett for himself and said R. K. Morrison for himself, says: that the above and foregoing mortgage is made in good faith and given for a debt actually owing from the Mortgagee to the Mortgagee amount to one thousand dollars, for money actually loaned by said Mortgagee to said Mortgagee and about seven at the rate of 1 1/2 per cent per month, that the note, a copy of which is set forth herein and this mortgage, were made, executed and delivered by said Mortgagee to said Mortgagee to secure the payment of said one thousand dollars and that said mortgage is not made or received with intent to hinder, delay or defraud any creditor of the mortgagee

N. M. Mellett
R. K. Morrison

Subscribed and sworn to before me this 20th day of December 1894

(Seal)

George A. Bartlett
Notary Public
In and for Esmeralda County
State of Nevada

State of Nevada }
County of Esmeralda } ss

On this 20th day of December in the year one thousand eight hundred and ninety four before me George A. Bartlett, a notary public, in and for the said County of Esmeralda, residing therein duly commissioned and sworn, personally appeared N. M. Mellett whose name is subscribed to the annexed instrument as a party, that personally known to me to be the person described in and who executed the said annexed instrument as a party thereto who duly acknowledged to me that she 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, at my office in the town of Esmeralda County of Nevada, the day and year in this Certificate first above written

(Seal)

George A. Bartlett
Notary Public

Recorded at the request of R. K. Morrison Dec 20th 1894 at 3 o'clock p.m. first 3 p.m. in Liber D of Mortgage Page 189 W. S. P. Recorder

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I hereby certify that the within mortgage has been fully paid principal and interest
this 16 day of July 1897
W. S. P. Recorder

EXHIBIT 53

1894

ORIGINAL.

Assessment Book of the Property of Eureka

ASSESSED TO ALL OWNERS WHEN KNOWN.

TAXPAYER'S NAME	Real Estate	Personal Property	DESCRIPTION OF PROPERTY.							Number Acres of Real Estate.	Personal Claims, Arrears.	Value of Real Estate or Personal Claims.	Value more than Real Estate?
			Real Estate other than City and Town Lots—Subdivisions of Sections, and those of Blocks, City and Town Lots, Improvements, Personal Property.		City or Town Lots in EUREKA.								
			Section.	Tract.	Block.	Fraction.	Lot.	Block.	Division.				
CLARKE A. G.			Personal property Merchandise and Tools 100 Silver Bell, valued by report page 7 25										
			Possessory interest in and to Lot No 17 in Block No 40 of the town of Eureka in Eureka County and State of Nevada Improvements Frame House					17	40				10
			Possessory interest in and to Lots No 18, 19, 20 and 21 in Block No 40 of the town of Eureka in Eureka County and State of Nevada Improvements Frame House and Shop					18 19 20 21	40				40
			Possessory interest in and to the west 50 feet of Lot No 22 and 23 in Block No 40 of the town of Eureka in Eureka County and State of Nevada					West 50 ft Tract 57 ft	22 23	40			10
			Possessory interest in and to the North 91 feet of Block No 58 of the town of Eureka in Eureka County and State of Nevada					North 91 ft		58			10
			Possessory interest in and to Lot No 26 and the North 12 1/2 feet of Lot No 24 in Block No 37 of the town of Eureka in Eureka County and State of Nevada					North 12 1/2 ft	26 24	37			15
COIL LE ROY & Co			Personal property, 97 Horses 195 20 Steer Horses, 160 10 Hides 150 500 Head Stock Cattle 1000 Steam Machinery 1000 Cows 125 Possessory interest in and to a tract of land situate in East 1/2 Well Valley about 12 miles North by from the old South Wells Station in Eureka County and State of Nevada known as the Wells Ranch and described as follows to wit: Commencing at the SW corner of the dwelling house and running thence South one Mile thence North to the corner of the 1/4 of 1/4 Mile thence South one mile to the place of beginning containing 200 acres at 5 acres per acre Improvements to Frame House Stable and Corral Improvements 4 Miles Grazing									320	1240
COLEMAN TRUMAN C			Possessory interest in and to Lots No 3, 4, 5, 6 and North 12 1/2 feet of 1/4 in Block No 67 of the town of Eureka in Eureka County and State of Nevada Improvements Frame House					3 1/2 1/4	67				35
COX W. F.			Personal property, 15 Horses 240 14 Head Stock Cattle 208 20 Stallions 100 17 Hogs 50 Machinery 150 5 Hides 60 Possessory interest in and to a tract of land situate in East side of Diamond Valley about 5 miles north of Diamond Springs in Eureka County and State of Nevada described as follows to wit: Beginning at the NE corner of Section 22 T. 21 N. R. 5 E. Conty. Idaho Improvement Fence Improvements 10 Acres containing 80 Acres Improvements to Frame House with Horse Corral									80	100
COYLE DENNIS			Improvements to Frame House situated in Jordan Eureka County and State of Nevada									80	100
CROMER JOHN J.			Improvements to Frame House situate South 1/2 City Block Eureka County and State of Nevada										

EXHIBIT 54

ORIGINAL

Assessment Book of the Property of Eureka

ASSESSED TO ALL OWNERS WHEN KNOWN,

TAXPAYER'S NAME	Real Estate other than City and Town Lots - Subdivisions of Sections, and Mines or Homesteads, City and Town Lots, Improvements; Personal Property.	DESCRIPTION OF PROPERTY.							Number Acres of Real Estate.	Payable/Class. Area.	Value of Real Estate or Personal Claims.
		MR. DIAMOND BEAN & MRS.			CITY OR TOWN LOTS IN EUREKA.						
		Section.	Trp. North.	Range East.	Practon.	Lot.	Block.	Division.			
DIAMOND MINING COMPANY CHARLES READ SUP.	Personal property, Household Goods 300 Merchandise 400, Horse 50, Wagon 20, Saddle 50 Machinery consisting of Pilers, Engines, Compressors, etc. 1000 Proprietary interest in and to a piece of Land situate at the head of New York Canyon in Project Mountain in Carson County and State of Nevada. Known as the Hercules Hillsite located about November 30, 1888 by Charles Read and described as follows to wit: Commencing at a post marked M. 2 running thence easterly 330 feet to Post No. 3. Thence southerly 660 feet to Post No. 4. Thence westerly 330 feet to Post No. 1. Thence northerly 660 feet to Post No. 2 the place of beginning 5 acres Improvement to frame building House Improvement to frame House with kitchen and Improvement to frame Building over Blacksmith shop Improvement to frame Building over stable Improvement to frame Building over 600 House Proprietary interest in and to a piece of Land with springs of water thereon situate at the head of New York Canyon in Carson County and State of Nevada known as the H. B. Hornum N.E. corner of the Hercules well near head of New York Canyon Beams 1/2 N. 720 feet thence running 500 ft. N. 175 feet to post marked M. B. Hartkut S.E. corner thence north 1/2 West 200 feet to post marked M. B. Hornum S.W. corner thence N. 45 ft. W. 120 feet to post marked M. B. Hornum N.W. corner thence South 1/2 West 300 feet to the place of beginning 16 1/2 E containing 5 1/4 acres								5	5	100
	Proprietary interest in and to Block No. 113 of the town of Eureka in Carson County and State of Nevada - Silver Street										100
	Proprietary interest in and to Block No. 117 of the town of Eureka in Carson County and State of Nevada										100
DIBBLE A. C. Mrs	Personal property Station 200, Head Stock Horses 200, 25 Head Stock cattle 300, 2 cows 40 Hay, Lake and Traps 25 Proprietary interest in and to a tract of Land situate on West side of Diamond Hill about 1/2 mile north of frame Lumber Springs in Carson County and State of Nevada known as the Springs and described as follows to wit: Commencing at a post marked M. 1, N.E. of the Hercules and running thence N. 1/2 W. thence South 1/2 West thence E. 1/2 S. to a post marked M. 1, N.E. of the Hercules containing 40 acres Improvements to frame House, Shed and Corral Proprietary interest in a tract of Land situate about 1/2 mile northerly from Diamond Springs in Carson County State of Nevada known as the Springs and described as follows to wit: Beginning at N.W. 1/4 S.E. 1/4 Sec. 16, T. 23 N. R. 54 E. containing 40 acres								40	40	40
								40	40	20	

EXHIBIT 55

ORIGINAL

Assessment Book of the Property of Eureka

ASSESSED TO ALL OWNERS WHEN KNOWN

TAXPAYER'S NAME	Real Estate	Description of Property	MR. DEMING BARS & MEN.				CITY OR TOWN LOTS IN EUREKA.				Number Acres of Real Estate.	Passive Acres.	Value of Real Estate or Passive Claims.
			Section.	Twp. North.	Range East.	Fraction.	Lot.	Block.	Division.				
TAFT GEORGE Y. 431		Personal property Household Furniture 10 Young Horses part by broke 100 100 hind range Horse 500 25 Hides 100 50 50 head Stock Cattle 600 8 Hags 50 Hay Press Mowers and Rake 100 100 every Machinery 75 Passive interest in and to of Homing and Sa. ring lands situate on Cash side of Johnson Valley at Diamond Springs Eureka County and State of Nevada. Known as the Taft Ranch and described as follows to wit Being the S.E. 1/4 of SECTION 3, T. 23, N. R. 54, E. Containing 160 Acres N. 1/2 S.W. 1/4 . . . 3, T. 23, N. R. 54, E. . . 80 . N. 1/2 S.E. 1/4 . . . 3, T. 23, N. R. 54, E. . . 80 . N. 1/2 N.W. 1/4 . . . 3, T. 23, N. R. 54, E. . . 80 . N. 1/2 N.E. 1/4 . . . 9, T. 23, N. R. 54, E. . . 80 . S. 1/2 S.E. 1/4 . . . 4, T. 23, N. R. 54, E. . . 80 . S.E. 1/4 N.W. 1/4 . . . 4, T. 23, N. R. 54, E. . . 40 . Improvements Adobe Frame Stables and Covers & Fencing Passive interest in and to Lot No 5 in Block No. 59 of the town of Eureka in Eureka County and State of Nevada Improvements to Frame House	3	23	54						160	160	700
										80	80	200	
										80	80	200	
										80	80	200	
										80	80	200	
										40	40	100	
									5	59		15	
TANG YUEN and Co 432		Personal property Household Furniture and Stock valued at 50 Merchandise 300 Passive interest in and to Lot No 3 in Block No. 41 of the town of Eureka in Eureka County and State of Nevada Improvements to Frame House							3	41		50	
TAYLOR W. E. 433		Passive interest in and to Lot No 1 in Block No. 61 of the town of Eureka in Eureka County and State of Nevada Improvements to Frame House							1	61		13	
TEDALDI JOSEPH		Improvements to Small House situate at Diamond Mine Eureka Eureka County and State of Nevada											
TEDALDI BARTOLOMEO		Improvements to Frame House situate at Diamond Mine Eureka Eureka County and State of Nevada											
TEM PAN 434		Passive interest in and to the North 1/2 part of Lot No 5 in Block No. 41 of the town of Eureka in Eureka County and State of Nevada Improvements to Frame House							North 1/2	41		25	
THE EUREKA COUNTY BANK 437		Personal property of gold and silver 500 Horses 10000 10000 2000 Passive interest in and to Lot No 11 in Block No. 22 of the town of Eureka in Eureka County and State of Nevada Improvements to Brick Building							11	22		200	

EXHIBIT 56

Patented JUL 22 1810
Application No. 11969

Granted		120. Acres.
Withdrawn		
Forfeited		

2^d M. List No. 511/2 80
40. Acres.
Contract No. 7354 120 Acres.
Patent No. 6805 120 Acres.

Henry P. McCallister
Received July 20, 1895 at 1:40 P.M.
at Payment. \$30.00

Filed FEB 20 1895 at 5:45 P.M.

A.C. Pratt
Patent to issue in the name of
NEIS T. REMARKS.

P.O. M. O. 30. at payt. recd July 20 1895.
See correspondence. Affidavit
filed therein with ¹⁸⁹⁵ concerning applica-
tion 71, 11395 + Contract 71, 7244
of *Wesley Jeff* perfected this day
July 20 1895.
Copy of Order of Court
July 21, 1910.

A.C. BARK

Surveyor-General.

STATE LAND OFFICE,

Carson City, Nevada.

M. D. NOTEWARE, Deputy.

February 12th 1895.

Henry P. Millitt,

Eureka, Nevada,

Sir:

Among the unfinished business turned over to me by General Jones I find your application for the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Sec. 3 and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 4, T 23 N R54 E, 120 acres forfeited by Burley Haft on application No. 11395. Please immediately remit to this office \$30.00, with instructions to apply same as first payment on your application for said lands, to enable me to issue the desired contract in your name. Do not delay, as meanwhile said lands cannot be reserved for you.

Respectfully,

A.C. BARK

State Land Register.

GC 8511

Letter of A.C. Pratt
to Henry P. Millett
Treas. to State of O.
Decy 20th 1895

accompanied by
P.O.M.O. from said
Millett as 1st page
(\$30.00) on applica-
tion 71. 11969.

Filed Decy 20. 1895
as Pratt
State Land Register

3
2
3
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EXHIBIT 57

D-Mortgages

D MORT 204
10/3/1895

During the continuance hereof, and in default thereof the said party of the second part may pay and discharge the same and may, at his option, keep freely mined against all writs by fines, the buildings which are now, or may be hereafter erected thereon at the expense of the said parties of the first and the same or paid shall be payable in the form of annuity or currency in which the same may have been paid, and shall bear interest at the rate of 6 per cent per annum, and shall be considered or secured by three percents, and be a lien upon said premises, and shall be deducted from the proceeds of the sale thereof, above mentioned, with interest as herein provided. In Witness whereof the parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and Delivered in } James White (Seal)
the presence of } Emma J White (Seal)
State of Nevada }
County of Esmeralda } ss

On the Twentieth Day of May one thousand eight hundred and ninety five personally appeared before me a Notary Public in and for Esmeralda County State of Nevada James White and Emma White his wife, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they, each of them respectively, executed the same freely and voluntarily, and for the uses and purposes herein mentioned and the said Emma J White having been by me first made acquainted with the contents of said instrument, acknowledged to me, on examination apart from and without the hearing of her husband, that she executed the same freely and voluntarily, without fear or compulsion, or undue influence of her husband, and that she does not wish to retract the execution of the same. In Witness whereof I have hereunto set my hand and affixed my official seal, at my office in the County of Esmeralda, State of Nevada, the day and year in this Certificate first above written.

(Seal) John A. Wilson
Notary Public in and for Esmeralda County Nevada
Recorded at the request of M. Morris Sept 27, 1895 at 20. Morris part
10 am
W. H. Johnson
Recorder

M. M. Millett
To
M. Rich
This mortgage made the third Day of October one thousand eight hundred and ninety five by M. M. Millett of Esmeralda County State of Nevada Mortgagee to Marshall Rich of the same place mortgagee. Witnesseth: that the said mortgagee mortgagee to the mortgagee all that certain piece and parcel of land situate in Esmeralda County State of Nevada, bounded and described as follows, to wit: the N 1/2 of SW 1/4 Sec 2 T 20 N R 54 E and the SE 1/4 of the NE 1/4 of Sec. 4 T 20 N R 54 E containing 120 acres also the SE 1/4 and the S 1/2 of the SW 1/4 of Section No. 3 T 20 N R 54 E and the N 1/2 of the NE 1/4 of Sec. 10 T 20 N R 54 E containing 32.6 acres also N 1/2 of NE 1/4 Sec. 9 T 20 N R 54 E and the S 1/2 of the SE 1/4 Sec. 4 T 20 N R 54 E containing 160 acres and all being known as the Diamond

The Rich & Millett mortgage is back
city, etc. the said mortgage. All these facts
fully satisfied and the charges there of
pay of the same. M. Rich
Witness
W. H. Johnson

See index c
page 74

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to hands and

Springs Ranch the lot 205 in block 19 as designated on the official map of the town
of Eureka Nevada, all of the property above named being and lying in the County of Esmeralda
State of Nevada. This mortgage is given subject to a lease on the Diamond Springs Ranch
from me to Frank S. Wilson which expires by the terms thereof May 26, 1896 said Diamond
Springs Ranch being in Esmeralda County Nevada, as security for the payment to the said mortgagee
of five hundred U.S. Gold Coin Dollars of the United States of America, on the 30th day of October
1895 with interest thereon at the rate of 14 per cent per annum according to the terms and
conditions of a certain promissory note of even date of this mortgage in the words and figures
following to wit:

1895 Eureka Nevada Oct 3rd 1895
Twelve months after date for value received I promise to pay to Marshall Rich
or order the sum of five hundred Dollars U.S. Gold Coin with interest thereon at the rate
fourteen per cent per annum until paid

N. M. Milllett

Signed, sealed and delivered in the presence of }
F. H. Harmon } N. M. Milllett (Seal)

State of Nevada }
County of Esmeralda } ss

On this 3rd day of Oct. a.d. 1895 before me F. H. Harmon a notary
Public Esmeralda County said State duly qualified, personally appeared N. M. Milllett whose
name is subscribed to the annexed instrument as a party thereto, and who is personally known
to me to be the individual described in and who executed the annexed instrument, and who duly
acknowledged to me that he executed the same freely and voluntarily and for the uses
and purposes therein mentioned. In witness whereof I have hereunto set my hand
officially and affixed my official seal, the day and year in this certificate first above
written

F. H. Harmon Notary Public
in and for Esmeralda County Nevada.

Recorded at the request of Mr. Rich Oct 3rd 1895 at 5 Minis Post 10 am
W. J. (signed) Recorder

The Cortez Mines Limited of W. E. V. 30 Sept 1895

Simon W. Deane

I, Deane & Sons Notaries 2 Paper Seal Alley Cornhill
Do hereby certify that the above is a true and correct copy of a mortgage
and receipt of a transfer from Mr. Deane in favor of Mr. Thompson
Notary Charges of

The Cortez Mines,
Limited

Issue of Eight April Mortgage Debentures of £1,000 each carrying interest at the rate of
7 per cent per annum.

[No. 1] Debenture [£1,000]

1. For valuable consideration already received The Cortez Mines, Limited Herewith called
the company of and on the 20th day of September 1895 or on and under by as the
principal moneys hereby secured become payable in accordance with the conditions and

and said
of Nevada
District
within the
County of
Esmeralda
with the
within the
State of
Nevada
in part

one
C. Milllett
Marshall
Mortgages
the County
1895 Dec
Laminating
S. R. R.
using 3 1/2
the Dec 4
month

See March 1
Page 74

17

EXHIBIT 58

1932
The 3rd Annual Dist. Court
of the State of Nevada
Esmeralda County

Amin Smith Esq.

Wilson Esq.

Findings

Dated April 21, 1896
Wm. Spruce Esq.
By C. P. New Esq.

Thos. Men
Atty. for Resp.

In the 3rd Judicial District Court of the
State of Nevada in and for Esmeralda County

Amie Edith Loft Plff.

vs
Melson Loft Deft.

This cause coming on regularly to be
heard upon the complaint of plaintiff
taken as confessed the defendant having
failed to answer said complaint and
the default of the defendant for not
answering said complaint within the
time required by law - having been duly
entered witnesses were sworn and testified
on behalf of the plaintiff and the cause
was submitted to the court for its decision
and the court having fully considered
said ^{cause} now files the following finding
of facts and conclusions of law

Finding of Fact

I
The plaintiff and defendant were
married one with the other at the town
of Esmeralda State of Nevada on the 21st
day of December 1893

II
That both plaintiff and defendant
are bona fide residents of this state and
have resided therein for more than six
months prior to the commencement
of this suit and both were bona fide

residents of said Burke County at the
time of the commencement of this action

III

That defendant ever since said
marriage has been unable to con-
sument the same

IV

That defendant has been guilty of
extreme cruelty to plaintiff

As a conclusion of law from the
foregoing facts the Court finds that
that the plaintiff is entitled for a
decree of this Court dissolving the bonds
of matrimony heretofore existing between
her and the defendant decreeing the
plaintiff and defendant each to be
free and absolutely released from
the bonds of matrimony and all of
the obligations thereof and that plaintiff
be allowed to resume her maiden
name and judgment for costs of suit

Let a decree be entered accordingly
April 21st 1896

A. L. Fitzgerald,
Dist. Judge.

To resume her maiden name and
that she recover her costs of suit
April 21st 1896

A. L. Fitzgerald,
District Judge.

1930
In the Virginia Superior
District Court of the City
of Alexandria in and for the County
of Alexandria

A. E. Loft Plaintiff

vs.
Wm. W. D. Defendant

Decree of Divorce

Filed April 21st 96

W. A. Spinnaker
Clerk

in and against said second object of the State of
Nevada in and for Edward Gamble,

Amicus Edith Toft

^{vs.}
Helen Toft

This cause coming on
regularly to be heard this 25th day of April 1896
upon the complaint of plaintiff herein the defen-
dant having heretofore duly served with summons
in said action and having failed to answer the
complaint herein within the time required by law
and his default for not answering said complaint
having been duly entered and it appearing that
all of the material averments of the complaint
are sustained by the testimony, and that the
matter alleged and proved in behalf of plaintiff
are sufficient in law to entitle the plaintiff to the
relief prayed for in said complaint.

It is ordered, adjudged and decreed that the
marriage between the plaintiff Amicus Edith Toft
and the defendant Helen Toft be dissolved and
the same is hereby dissolved and said parties
and each of them is free and absolutely released
from the bonds of matrimony and the obligations
thereof, and that said plaintiff be to reimburse
the maiden name and that she recover her
costs of suit.

April 21st 1896

A. L. Fitzgerald
District Judge

Clerks Office of The Honorable District Court
of the State of Nevada in and for Esmeralda County § 53

I the undersigned Clerk of said Court do
truly certify the foregoing to be a true and
correct copy of the Judgment entered in the above
entitled cause.

Attest my hand and seal of the said
Court this 31st day of April 1896

Wm. Spinner Clerk
By L. F. Keom Deputy,

1896 =

The Honorable
District Court of the
State of Nevada in and
for Esmeralda County

vs.
J. P. Hamilton
Plaintiff
vs.
J. P. Hamilton
Defendant

County of Esmeralda

Done April 21st 1896
Wm. Spinner
Clerk

EXHIBIT 59

Assessment Book of the Property of Eureka

1897

Assessed to all Owners when Known.

DESCRIPTION OF PROPERTY

TAXPAYER'S NAME	Real Estate other than City and Town Lots - Subdivisions of Sections, and Mines or Minerals (City and Town Lots; Improvements; Personal Property.	M _r . CHARLES HAN & M _{rs} .				CITY ON TOWN LOTS IN EUREKA.				Number of Acres of Real Estate	Priority Claims, Acres	Value of Real Estate or Priority Claims
		Section	1/4 Sec. 36	Range	East	Fraction	Lot	Block	Division			
57. <u>Colman T. B.</u>	Passive interest in and to Lots No. 3, 4, 5, 6, and the North 124 feet of Lot No. 7, Block No. 69, of the town of Eureka in Eureka County State of Nevada. Improvements Frame House					North 124 ft	7	69				35
68. <u>Cox H. J.</u>	Personal Property 60 Head of Horses #240, 37 Head Stock cattle #444, 1 Stallion #500, Hags #26 Machinery #75, 3 Milch cows #60 Passive interest in and to a tract of land situate on East side of Diamond Valley about 3 miles North of Diamond Springs in Eureka County State of Nevada, described as follows to wit: Being the W 1/2 of NE 1/4 Section 22 Township 24 N R 5 E containing 80 Acres Improvements Fence W 1/2 of SE 1/4 Section 34 Township 24 N R 5 E containing 80 Acres Improvements Frame House, Stable and Road	22	24	54					80	80	100	
		34	24	54					80	80	100	
61. <u>Coyle Dennis</u>	Personal Property 1 Horse #25, 1 Cart #25 Passive interest in and to Block 49, of the town of Eureka in Eureka County and State of Nevada Improvements Frame House and Shed Passive interest in and to Lot No. 1, Block No. 50, of the town of Eureka in Eureka County State of Nevada Improvements Brick House Passive interest in and to The North 20 feet of Lot No. 2, Block No. 50 of Eureka in Eureka County and State of Nevada Passive interest in and to Lots No. 5, 6, 7, 7 Block No. 45 of the town of Eureka, in Eureka County and State of Nevada Passive interest in and to Lots No. 5, 6, 7 of Block No. 31 of the town of Eureka in Eureka County and State of Nevada Passive interest in and to Block No. 27, of the town of Eureka in Eureka County, State of Nevada Passive interest in and to Block No. 48 of the town of Eureka in Eureka County and State of Nevada Improvements Stable and Shed							49			20	
					1		50				15	
						North 20 ft	2	50			5	
						56 ft		45			15	
						52 ft		31			15	
								27			10	
								48			10	
70. <u>Cramer John J.</u>	Improvements Frame House on South Ruby Hill in Eureka County State of Nevada											
71. <u>Cristofa John</u>	Passive interest in and to Lot No. 2, Block No. 46 of the town of Eureka, Eureka County, State of Nevada Improvements Small House							2	46			10
72. <u>Cramer L. H.</u>	Passive interest in and to Lots No. 24, 25, 26 Block No. 7, of the town of Eureka in Eureka County and State of Nevada Improvements Frame House Passive interest in and to Lot No. 8, Block No. 11, of Eureka in Eureka County and State of Nevada Personal Property Furniture #50							24	26	7		30
								8	11			10

EXHIBIT 60

ORIGINAL

Assessment Book of the Property of Eureka

Assessed to all Owners when Known,

TAXPAYER NAME	Real Estate	DESCRIPTION OF PROPERTY							Number of Acres of Real Estate	Primary Claim, Acres	Value of Real Estate or Primary Claim	
		Real Estate other than City and Town Lots—Subdivisions of Sections, and Mines or Quarries (City and Town Lots), Improvements, Personal Property.	M ^r . DIAMOND RAN & MEN.			CITY ON TOWN LOTS IN EUREKA						
			Section	Twp. North	Range East	Fraction	Lot	Block				Division
84 Diamond Mining Co <i>Continued</i>		Thence S 8 1/2° E 890 ft to place of beginning, containing 5 1/2 Acres. Mag. Cor. 16 1/2 C							5.9	5.9	500	
		Prossery interest in and to Block No. 103 of the Town of Eureka in Eureka County and State of Nevada									100	
		Prossery interest in and to Block No. 117 of the Town of Eureka in Eureka County and State of Nevada									100	
85 Double Mrs A C		Personal Property, Stallion \$50. 40 Head of Stock \$200. 27 Head of Cattle \$25. 3 Cow \$60. Hay, Rakus and Slags \$50.										
		Prossery interest in and to a tract of land situated on East side of Diamond Valley about 7 miles Northwesterly from Diamond Springs in Eureka County, State of Nevada. Known as "Box Springs" and described as follows to wit: Commencing at a stake 1/4 mile W of dwelling house, and running thence West 1/2 of a mile, thence South 1/4 of a mile, thence East 1/2 of a mile, thence North 1/4 of a mile to place of beginning. Containing 80 Acres							80	80	100	
		Improvements Struckade, House, Stable and Corral. Prossery interest in and to a tract of land situated about 1 1/2 miles Northwesterly from Diamond Springs in Eureka County, State of Nevada. Known as "Mud Springs" and described, as follows to wit: Being the NW 1/4 of SE 1/4 Section 15 Township 33 N R. 52 E containing 40 Acres	15	23	54				40	40	20	
		SW 1/4 - SW 1/4 - 10 " 24 N R. 54 E - 40 "	10	24	54				40	40	20	
86 Dixon Thomas		Personal Property 70 Head of Range Horses \$350. Hags and Calf \$50. Machinery \$50.										
		Prossery interest in and to a piece of land situated in Eureka canyon South of the Railroad to Richmond Furnace and East of the wagon road leading to Bents, in the town of Eureka in Eureka County and State of Nevada and described, as follows to wit: Commencing at the SW corner of the John Horn House, running thence North 500 feet, thence East 250 feet, thence South 500 feet, thence West 250 feet to the place of beginning. Improvements Frame House									50	
87 Robinson Jackline		Improvements Frame House West of Block No. 78 of the town of Eureka in Eureka County and State of Nevada										
		Prossery interest in and to Lot No. 17 (West 50 feet) Block No. 78 of Eureka in Eureka County and State of Nevada				West 50 ft	17	25			25	
		Improvements Frame House										
		Prossery interest in and to East 50 feet of Lot No. 14 Block No. 21 of the town of Eureka in Eureka County and State of Nevada				East 50 ft	14	21			25	
88 Doyle Michael		Personal Property Merchandise \$50										
		Improvements 2 Frame Houses on North Ruby Hill in Eureka County and State of Nevada										

EXHIBIT 61

EXHIBIT 62

District Court of the State of Nevada

Eureka 203

County, Nevada. In Probate March 14th A. D. 1898

In the matter of the estate of }
 Nancy W. Millett deceased }

The petition of A. B. Millett coming on regularly to be heard praying for letters of Summary administration with a copy of the will annexed of the estate of said deceased, and all and singular the law and the evidence being by the Court fully understood and considered:

Whereupon it is by the Court here adjudged and decreed that said Nancy W. Millett died on the 8th day of December 1897 in Nevada County State of California testate, that she was a resident of the last named County and State at the time of her death, and that she left estate in the County of Eureka State of Nevada and within the jurisdiction of this Court.

It is ordered that letters of Summary administration of the estate of said deceased issue to the said petitioner A. B. Millett upon his taking the oath and filing a bond according to law in the sum of \$200.00

Done in open Court this 14th of March 1898

A. L. Fitzgerald

District Judge

Endorsed, 3rd Judl Dist Court, State of Nevada, Estate of N. W. Millett deceased Order appointing Adm. Filed March 14th 1898 J. H. Hoop
 Clerk

EXHIBIT 63

1898

PATENTEE

Application No. 13257
80 Acres.

Perfected	Acres.
Withdrawn	Acres.
27M List No. 13.	80 Acres
" "	"
Contract No. 9345	80 Acres
" "	"
Patent No. 4809	80 Acres

Lila C. Cox

Received, APR 23 1888 at 10³⁰a.m.

1st Payment. \$ 20. —

Filed APR 25 1888 at 11 a.m.

A. C. Pratt
Land Registry

REMARKS:

EUREKA CO.

Diamond Valley Nevada
April 20th 1898.

To A. C. PRATT, Register of the Nevada State Land Office :

I Lila C. Cox, of Eureka County, State of Nevada, being a legal applicant, do hereby apply, under the provisions of Section 8 of an Act entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," approved March 12, 1885, and the Acts amendatory thereof and supplementary thereto, to purchase the following-described land in Eureka County:

Leave this Space Blank.	DESCRIPTION.	SECTION.	TOWNSHIP.		RANGE.
			North.	South.	East.
	S.E. 1/4 of N.W. 1/4	22	24		54
	N.E. 1/4 of S.W. 1/4	22	24		54
	of				
	of				
	of				
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Mount Diablo Base and meridian, containing 80 acres, according to the returns of the United States Surveyor-General, for which I agree to pay the State of Nevada at the rate of one dollar and twenty-five cents (\$1 25) per acre in United States currency.

Residence Diamond Valley, Eureka Co., Nev.

× Applicant's Postoffice address White Eureka, Nev.

Sign Applicant's name in full Lila Cecilia Cox

By _____ Agent.

If the Agent is to be notified fill in the Agent's Postoffice address

First payment, \$ 20.00 (One-fifth of the purchase price, for other than timber lands. The whole purchase price is payable for timber lands.)

U. S. Land Office fees, \$ _____ (Two dollars for each 160 acres or fractional part thereof.)

NOTE—The applicant must be a citizen of the United States, or one who has declared his intention to become such. The term "citizen" is held to mean and include females of lawful age.

* Ca notice July 3/99

EXHIBIT 64

County, Nevada. In Probate May 28, A. D. 1898

In the Third Judicial District Court of the State of Nevada, in and for Esmeralda County

In the matter of the estate of } Decree of settlement of acct. & final
 Nancy M. Mellett, deceased. } distribution

A. B. Mellett, administrator with a copy of the will annexed of the estate of Nancy M. Mellett, deceased having on the 28th day of May 1898, rendered and filed herein a full account and report of his administration of said estate which account was for a final settlement, and having with said account filed a petition for the final distribution of the estate and for his discharge as such administrator, without further notice.

And said account and petition coming on this day to be heard, a summary administration of said estate having been previously granted and ordered by the above named court and the Judge thereof.

And it appearing that said account is in all respects true and correct, and that it is supported by proper vouchers.

That the sum of \$871.50 has been expended by said petitioner as necessary expenses of administration, the vouchers whereof together with a statement of such expenses and disbursements are now presented and filed, and said statement is now settled and allowed, and the payments are approved by this court.

And it appearing that all claims and debts against said decedent, all taxes on said estate and all debts, expenses and charges of administration have been fully paid and discharged and that said estate is ready for distribution and in a condition to be closed. It is further

Ordered, adjudged and decreed that the said final account of said administrator be and the same is settled, allowed and approved and that the residue of said estate herein after particularly described and any other property not now known or described which may belong to the said estate or in which the said estate may have an interest, be and the same is hereby

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EXHIBIT 65

County, State of Nevada, for the Year 1900

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AND WHEN UNKNOWN, TO UNKNOWN OWNERS.

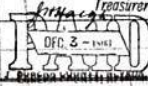



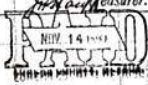
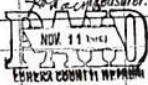
Value of Improvements on Real Estate, other than City or Town Lots.	Value of Improvements on City and Town Lots.	Value of Personal Property exclusive of Money and Subject Credits.	Amount of Money and Subject Credits.	Total Value.	Value of portion inside City or Town Limits.	Value of portion outside Town Limits.	Total Value of all Property after deductions. <small>(Money made by sale of land to be used in Real Est.)</small>	Poll Tax.	Total Tax.	WHEN PAID.	First Installment.	WHEN PAID.	REMARKS.
	35			50	50					<i>J. H. Mac</i> Treasurer. 			
	1270												
	200									<i>J. H. Mac</i> Treasurer. 			
				1440	1440			3	4100				
	560									<i>J. H. Mac</i> Treasurer. 			
	50			660	660	500		3	1730				
	982									<i>J. H. Mac</i> Treasurer. 			
				1032	1032			3	2500				
	135									<i>J. H. Mac</i> Treasurer. 			
	80			185	185			3	550				
	20									<i>J. H. Mac</i> Treasurer. 			
	150												
	50			270	270	270			510				
									99 95				

EXHIBIT 66

Assessment Book of the Property of Eureka

ASSESSED TO ALL OWNERS, WHEN KNOWN.

TAXPAYER'S NAME	Real Estate other than City and Town Lots; Subdivision of Sections, and Blocks or Tracts; City and Town Lots; Improvements; Personal Property.	DESCRIPTION OF PROPERTY.							Number of Acres of Real Estate.	Priority Claim, Area.	Value of Real Estate or Priority Claim.	Val. Excess of Real Estate or Town	
		MR. DIAMOND BASE & MER.			CITY OR TOWN LOTS IN EUREKA.								
		Section.	Twp. North.	Range East.	Fraction.	Lot.	Block.	Division.					
73 Dalgren L P. Estate	Prosemy interest in and to Lots No 4-5-6 Block 17 of the town of Eureka, Eureka County, State of Nevada. Improvements small frame house.							4-5-6	17			1.5	
74 Dobbs A. B.	Personal Property 3 Work horses 125. 2 saddle horses 30. 15 head stock cattle 140. Hay rake and wagon 75. Prosemy interest in and to a tract of land situated on the E side of Diamond Valley about 7 miles westerly from Diamond Springs in Eureka County, State of Nevada. Known as "Box Springs" and described as follows, to wit: Being the SW 1/4 of Sec 4 Twp 14 N R 5 E containing 40 Acres Improvements: Plankade House, Stable and Pool Prosemy interest in and to a tract of land situated about 18 miles westerly from Diamond Springs in Eureka County, Nevada. Known as "Mud Springs" and described as follows, to wit: Being NW 1/4 of Sec 15 Twp 15 N R 5 E containing 40 Acres SW 1/4 - SW 1/4 - 10 - 24 N R 5 E - 40 - SE 1/4 - NE 1/4 - 9 - 24 N R 5 E - 50 - NE 1/4 - SE 1/4 - 9 - 24 N R 5 E - 50 -	4	24	54						40	40	50	
		15	23	54						40	40	20	
		10	24	54						50	50	40	
		9	24	54						50	50	40	
75 Dixon Thomas	Personal Property 100 Head of Range horses and Mules 450 Wagon and Cart 20 Machinery 15 2 beds 50 Furniture 25 Prosemy interest in and to a piece of land situated in Eureka Canon S. of the RR to Richmond Furnace and E. of the wagon road leading to Fouts in the town of Eureka, Eureka County, Nevada described as follows, to wit: Commencing at the SW corner of the John H. Hove house, running thence N 50 ft; thence E 200 ft; thence S 50 ft; thence W 200 ft to the place of beginning Improvements: Frame house											50	
76 Dargun M.	Personal Property 4 Work horses 100 100 Stock horse 750 Cows 25 2 Wagons 75 2 Head of Stock cattle 20 Prosemy interest in and to the Dargun & Dargun wood lands situated about 2 miles from Garden Park on the C&P RR in Eureka County, Nevada and described as follows, to wit: Commencing at a stake 1/4 of a mile NE from the Dargun & Dargun cabin and running thence N 1/4 mile; thence S 1/4 mile; thence E 1/4 mile; thence W 1/4 mile to the place of beginning. Containing 160 Acres									160	160	50	
77 Dees D. A.	Personal Property 4 Work horses 100 2 Carts 20 Harness 5 Prosemy interest in and to Lots No 27-28-29 Block 77 of the town of Eureka, Eureka County, State of Nevada. Improvements: Frame house.							27-28-29	77			20	
78 Lominques Josephine	Improvements: Frame house W. of Block 78 of the town of Eureka, Eureka County, State of Nevada. Prosemy interest in and to the N. 1/2 of Lot 17 Block 21 of the town of Eureka, Eureka County, State of Nevada. Imple. Frame house E. 1/2 of Lot 14 Block 21 of Eureka, Eureka County, State of Nevada. Improvements: Frame house.							W. 1/2	17	21		25	
								E. 1/2	14	21		25	

EXHIBIT 68

17 DEED 478
8/23/1913
12/21/1901

Barth, Together with all the rights, privileges and franchises thereto incident, appurtenances, and therewith usually had and enjoyed; and also, all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining:

To have and to hold, the said premises, with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

In witness whereof, the said party of the first part has hereunto set his hand the day and year first above written.

Signed and delivered in the presence of
Austin Patterson
State of Nevada
County of Esmeralda

} John Barth

On the 12th day of July a. d. 1913, personally appeared before me J. W. Fiquera, a Justice of the Peace in and for said County of Esmeralda, personally known to me to be the person described in, whose name is subscribed to, and who executed the foregoing instrument; and who personally acknowledged to me that he 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 last above written.

(No. Seal)
Esmeralda County Nevada

J. W. Fiquera
Justice of the Peace

Forwiled at the request of J. W. Ebert, Aug. 19, a. d. 1913, at 35 mins. past 4 P. M.
Edgar Entwistle, Forwiler
File 10363.

State of Nevada }
to } David Ebert
William T. Coof } application No. 4717. Plat No. 7656. 80 acres
the State of Nevada
To all to whom these presents shall come, greeting;

whereas, William T. Coof of Carson County, Nevada
 was deposited with the Register of the State Land Office
 at Carson City the State Treasurer's receipt, whereby
 it appears that full payment has been made by the
 said William T. Coof, according to the provisions
 of an act of the Legislature, approved March 12, 1895,
 entitled "an act to provide for the selection and
 sale of lands that have been or may hereafter
 be granted by the United States to the State of
 Nevada"; and the acts amendatory thereof and
 supplementary thereto, for the west half of the
 North East Quarter of Section Twenty-two (22)
 Township Twenty-four (24) North, Range Fifty-four
 (54) East, Mount Diablo Base and Meridian,
 containing eighty acres, according to the official
 plat of the Survey of the Public Lands, as made by
 the United States Surveyor-General for the District
 of Nevada, which said tract was then purchased
 by the said William T. Coof.

Therefore know ye, that the State of Nevada
 in consideration of the premises, and in conformity
 with the act of the Legislature in such cases
 made and provided, has given and granted, and by
 these presents do give and grant unto the said
 William T. Coof and to his heirs, the said tract
 above described, to have and to hold the same,
 together with all rights, privileges, immunities and
 appurtenances of whatever nature thereunto belonging,
 unto the said William T. Coof and to his heirs
 and assigns forever; provided, that all mines of
 gold, silver, copper, lead, cinnabar and other valuable
 minerals that may exist in said tract are
 hereby expressly reserved.

In testimony whereof, I, Finhold Sadler,
 Governor of the State of Nevada, have caused
 these letters to be made patent, and the Great Seal
 of State to be hereunto affixed, given under my
 hand, at Carson City, the twenty-first day of
 December 1901.



Finhold Sadler
 Governor

By the Governor:
 E. G. Kelly, Secretary of State
 and Register

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12/21/1901

Enclosed: Deed Patent Issued To
William T. Coof.

Office of Secretary of State Carson City, Nevada.

December 23rd. 1901. Recorded in Volume 9 Page 118.

Esquire J. W. L. Secretary of State,

Recorded at the request of ^{By} W. Morris Deputy.
Jan. 23. 1913 at 1.40 P.M.
Edgar C. Galt, Grant Title 10304.

State of Nevada

William T. Coof

} application no. 4788. Patent no. 7657.
80 acres.

The State of Nevada.

To all to whom these presents shall come, greeting:
Whereas, William T. Coof of Esmeralda County, Nevada,
has deposited with the Register of the State Land
Office at Carson City the State Treasury Receipt,
whereby it appears that full payment has been
made by the said William T. Coof, according
to the provisions of an act of the Legislature, approved
March 12, 1886, entitled "an act to provide for
the selection and sale of lands that have been
or may hereafter be granted by the United States
to the State of Nevada," and the acts amendatory thereof
and supplementary thereto, for the West half of the
South East Quarter of Section Thirty-four (34)
Township Twenty-four (24) North, Range Fifty-
four (54) East, Mount Diablo Base and Meridian
containing Eighty acres, according to the official
Plot of the Survey of the Public Lands, as made by
the United States Surveyor-General for the District
of Nevada, which said tract has been purchased
by the said William T. Coof.

Therefore, Know Ye, that the State of Nevada, in
consideration of the premises, and in conformity
with the act of the Legislature in such cases
made and provided, has given and granted, and
by these presents has give and grant unto the
said William T. Coof and to his heirs, the said
tract above described, to have and to hold the
same, together with all rights, privileges, immunities
and appurtenances of whatever nature thereunto
belonging, unto the said William T. Coof and
to his heirs and assigns forever; provided,

EXHIBIT 69

17 DEEDS 490
8/23/1913
12/21/1913

Embroid: Dand Patent Issued To.

William T. Coof.

Office of Secretary of State Carson City, Nevada.
December 23rd, 1901. Recorded in Volume 9 Page 118.
Eugene Howell, Secretary of State.

Forwarded at the request of Wm. Coof. By A. W. Davis, Deputy.
Jan. 23, 1913 at 1.70-74.
Eugene Howell, Secretary of State 10307.

State of Nevada } application no. 4788. Patent No. 7657.
to } 80 acres.
William T. Coof }

The State of Nevada.

To all to whom these presents shall come, greeting:
Whereas, William T. Coof of Carson County, Nevada,
has deposited with the Register of the State Land
Office at Carson City the State Treasurer's Receipt,
whereby it appears that full payment has been
made by the said William T. Coof, according
to the provisions of an act of the Legislature, approved
March 12, 1886, entitled "an act to provide for
the selection and sale of lands that have been
or may hereafter be granted by the United States
to the State of Nevada" and the acts amendatory thereof
and supplementary thereto, for the West half of the
South East quarter of Section thirty-four (34),
Township twenty-four (24) North, Range fifty-
four (54) East, Mount Diablo Base and Meridian,
containing eighty acres, according to the official
plot of the Survey of the Public Lands, as made by
the United States Surveyor-General for the District
of Nevada; which said tract has been purchased
by the said William T. Coof.


Therefore, Be it known that the State of Nevada, in
consideration of the premises, and in conformity
with the act of the Legislature in such cases
made and provided, has given and granted, and
by these presents does give and grant unto the
said William T. Coof and to his heirs, the said
tract above described, to have and to hold the
same, together with all rights, privileges, immunities
and appurtenances of whatever nature, thereto
belonging, unto the said William T. Coof and
to his heirs and assigns forever; provided,

8/23/1913

1711902

that all mines of gold, silver, copper, lead, zinc, and other valuable minerals that may exist in said tract are hereby expressly reserved.

In testimony whereof, I, Finckel Sadtler, Governor of the State of Nevada, have caused these letters to be made patent, and the great seal of state to be thereunto affixed, given under my hand, at Carson City, the twenty-first day of December 1901

By the Governor:  Finckel Sadtler, Governor.
Eugene Fouell, Secretary of State.
E. J. Kelly, David Register

Endorsed: Land Patent issued to William F. Corp. Office of Secretary of State Carson City, Nevada. December 23 1901.

Recorded in Volume 9 Page 119. Eugene Fouell, Secretary of State

By A. W. Morris, Deputy. Recorded at the request of Wm. F. Corp. Aug. 23, a. d. 1913 at 40 mins past 11 P. M. Edgar Entwisle, Recorder Title 10305-

State of Nevada }
to } Land Patent, application No. 12257.
Sila Cecilia Corp } Patent No. 4809. 80 acres
The State of Nevada.

To all to whom these presents shall come, greeting: Whereas Sila Cecilia Corp of Esmeralda County Nevada has deposited with the Register of the State Land Office at Carson City the State Treasurer's Receipt, whereby it appears that full payment has been made by the said Sila Cecilia Corp, according to the provisions of an act of the Legislature, approved March 12, 1885, entitled "an act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada;" and the acts amendatory thereof and supplementary thereto, for the South East quarter of the North West Quarter and the North East Quarter of the Southwest Quarter of Section Twenty-two (22) Township Twenty-four (24) North Range Fifty-four (54) East. Mount Diablo Base and Meridian, containing Eight

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EXHIBIT 70

1902

PATENTED FEB - 4 1918

Application No. 14854

PATENTED 80 Acres.

Forfeited	ACRES.
Withdrawn <td>ACRES.</td>	ACRES.
270 List No. 8	80 Acres
" " 3	" "
Contract No. 10887	80 Acres
" "	" "
Patent No. 8967	80.4 Acres

Ately Goff

Received FEB 26 1902 at 11-50 a.M.

1st Payment. \$20.00

Filed E. H. Allen

Land Register.

REMARKS:
 EUREKA CO.
 Off Hatched annexed correct
 assurance to Toft

Receipt in Appl. No. 18363.

23 N - 54
 EUREKA CO.

ALBANY REGISTER

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ALBANY REGISTER

ALBANY REGISTER

State of Nevada {
County of Eureka { S.S.

Nels Toft, being sworn, says: My true name is as subscribed hereto, and this affidavit is for the purpose of correcting my Applications Nos. 14157 and 14554, filed in the Nevada State Land Office; which applications were, by my agent, J. S. Burlingame, erroneously signed in the name of Nels Taft.

The Nevada State Land Register is hereby authorized and requested to correct said applications, and also Contracts Nos. 10042 and 10557 issued thereupon, and the record thereof in his office, so that, therein, my true name shall appear, as subscribed hereto.

Nels Toft

Subscribed and sworn to before me
this 2nd day of Feb'y 1910.

John McKernan
Notary Public



EXHIBIT 71

1902

APR 10 1902 10 AM

Application No. 111905

50 Acres.

Forfeited Acres.
 Withdrawn Acres.
 2. Ab. List No. 13. 50 Acres
 " " " " " "
 Contract No. " " Acres " "
 Patent No. 4810 80 Acres

Lila Cecilia Cox

Received APR 9 1902 at 10. AM.
1st Payment. \$ 20.

Filed APR 11 1902 at 11. AM.
Lend Register.

Z. D. Kelley

REMARKS:

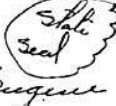
COMPLETED SALE

EUREKA CO

EXHIBIT 72

that all mines of gold, silver, copper, lead, uranium,
and other valuable minerals that may exist in
said tract are hereby expressly reserved.

In testimony whereof, I, Finhold Sadler, Governor
of the State of Nevada, have caused these letters
to be made public, and the great seal of state to
be hereunto affixed. Given under my hand, at
Carson City, the twenty-first day of December 1901

By the Governor:  Finhold Sadler, Governor.
Eugene Howell, Secretary of State.
E. J. Kelly, David Register

Approved: David Patent Issued to William T. Conf.
Office of Secretary of State Carson City, Nevada.
December 23 1901.

Recorded in Volume of Page 119.
Eugene Howell, Secretary of State
By: A. W. Morris, Deputy.

Recorded at the request of Wm. T. Conf. Aug. 23, 1913.
1913 at 40 mins past 1 P.M. Edgar Carter, Recorder
File 10305-

State of Nevada }
to } David Patent, application No. 12257.
Dila Cecilia Conf } Patent No. 4809. 80 acres
The State of Nevada.

To all to whom these presents shall come, greeting:
Whereas Dila Cecilia Conf of Esmeralda County
Nevada has deposited with the Register of the
State Land Office at Carson City the State Treasurer
Receipt, whereby it appears that full payment has
been made by the said Dila Cecilia Conf, according
to the provisions of an act of the Legislature, approved
March 12, 1885, entitled "an act to provide for the
selection and sale of lands that have been or may
hereafter be granted by the United States to the
State of Nevada;" and the acts amendatory thereof
and supplementary thereto, for the South East
quarter of the North West Quarter and the
North East Quarter of the Southwest Quarter of
Section Twenty-two (22) Township Twenty-four (24)
North, Range Fifty-four (54) East, Mount
Diablo Base and Meridian, containing Eight

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and, according to the official plat of the Survey of the Public Lands, as made by the United States Surveyor-General for the District of Nevada, which said tract has been purchased by the said Dila Cecilia Co.

Therefore, know ye, that the State of Nevada, in consideration of the premises, and in conformity with the act of the Legislature in such cases made and provided, has given and granted, and by these presents does give and grant unto the said Dila Cecilia Co and to her heirs, the said tract above described, to have and to hold the same, together with all rights, privileges, immunities and appurtenances of whatever nature thereunto belonging, unto the said Dila Cecilia Co and to her heirs and assigns forever; provided that all mines of gold, silver, copper, lead, zinc, and other valuable minerals that may exist in said tract are hereby expressly reserved.

In testimony whereof, J. Finhold Sadler Governor of the State of Nevada, have caused these letters to be made patent, and the Great Seal of State to be hereunto affixed, Given under my hand, at Carson City, the seventh day of June 1902.

By the Governor:

J. Finhold Sadler
Governor.

Eugene Howell

Secretary of State.

C. S. Kelly

Land Register.

Endorsed: Land Patent Issued to Dila Cecilia Co.
Office of Secretary of State, Carson City, Nevada
June 7th 1902. Recorded in Volume 9, Page 271.
Eugene Howell
Secretary of State.

By A. H. Morris, Deputy.

Recorded at the request of Wm. F. Coe.
Aug. 23, A.D. 1913 at W. Morris post. P. M.

Edgar Cather

Recorder

EXHIBIT 73

17 DEEDS 483^{A83}
8/23/1923

6/7/1902

Title 10306

State of Nevada } Land Patent.
To } application no. 14905. Patent no 4810
Dila Cecilia Co } 80 acres.
The state of Nevada

To all to whom these presents shall come, bearing witness that whereas Dila Cecilia Co of Esmeralda County, Nevada has deposited with the register of the state land office at Carson City the state treasurer's receipt, whereby it appears that full payment has been made by the said Dila Cecilia Co, according to the provisions of an act of the legislature, approved March 12, 1885, entitled "an act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada" and the acts amendatory thereof and supplementary thereto, for the south west quarter of the north west quarter and the north west quarter of the south west quarter of section twenty-two (22) Township twenty-four (24) North, Range fifty-four (54) East, Mount Diablo Base and meridian, containing eighty acres, according to the official plat of the survey of the public lands, as made by the United States Surveyor-General for the District of Nevada, which said tract has been purchased by the said Dila Cecilia Co.

Therefore find ye, that the State of Nevada, in consideration of the premises, and in conformity with the act of the legislature in such cases made and provided, has given and granted, and by these presents does give and grant unto the said Dila Cecilia Co and to her heirs the said tract above described, to have and to hold the same, together with all right, privileges, immunities and appurtenances of whatever nature thereunto belonging, unto the said Dila Cecilia Co and to her heirs and assigns forever; provided, that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist are hereby expressly reserved.

In Testimony whereof, J. Reinhold Sadler, Governor of the State of Nevada, have caused

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371.
State.

These letters to be made patent, and the Great Seal of State to be hereunto affixed. Given under my hand, at Carson City, the seventh day of June, 1912
Frederick Badler
Governor.



By The Governor:

Eugene Howell
Secretary of State.
E. S. Kelly
David Register

Endorsed: Land Patent Issued to Dora Cecilia Corp.
Office of Secretary of State, Carson City, Nevada.
June 7th 1912.

Recorded in Volume 9 Page 272,

Eugene Howell
Secretary of State

By Arthur W. Morris,

Deputy.

Recorded at the request of Wm. S. Yates, August 23,
A. D. 1912 at 40 minutes past P. M.

Arthur W. Morris

July 10 307.

John Petch }
to }
Wm. S. Yates } Seed of mining claims.

This Indenture, made the 12th day of July one thousand nine hundred and thirteen, between John Petch, of Platisada, Esmeralda County, Nevada, the party of the first part, and Wm. S. Yates, of Pine Valley, Esmeralda County, Nevada, the party of the second part.

Witnesseth: That the party of the first part, in consideration of the sum of One Dollar, legal money of the United States of America, to me in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents deed, convey and forever quitclaim unto the said party of the second part, and to his heirs and assigns, my 1/2 interest in and to those certain mining claims, situated in the Buckhorn Mining District, County of Esmeralda, State of Nevada, bounded and described as follows, to-wit:

EXHIBIT 74

Notary, duly commissioned and sworn, personally appeared G. W. Grayson and W. C. Ralston known to me to be the President and Secretary respectively of the corporation described in, and also executed the written and annexed instrument, and acknowledged to me that such corporation executed the same
In Witness whereof I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, the day and year in this Certificate first above written

(Seal)

Frank L. Tolson Notary Public
in and for the City and County of San Francisco
State of California, Room 5-8th Floor Wells Building.
Telephone Main 57642

Office of the Humboldt Land and Cattle Company.
Room 14, 381 Pine Street, San Francisco, Cal. May 16, 1902

Upon the call of the President, a special meeting of the Board of Directors of this Company was held on this day at this office at 11 o'clock A.M. several notices having been given each Director.
Present Messrs. G. W. Grayson, Wm. Rowers, Wm. Korman, A. Herman and W. C. Ralston, President G. W. Grayson in the Chair. The minutes of last meeting were read and on motion were approved. The president stated that the meeting had been called for the purpose of executing a deed for two hundred and sixty eight (268) acres of land more or less, to the Central Pacific Railway Company, the same being for a right of way to a railroad track through the land of this corporation. Upon motion of Mr. Rowers, seconded by Mr. Korman, the following resolution was offered, put by the Chair, and unanimously adopted, to wit: Resolved, that this Corporation do and convey to the Central Pacific Railway Company, upon the payment by them to this Corporation of the sum of two thousand one hundred (\$2100.00) dollars, two hundred and sixty eight (268) acres of land more or less the same being more fully described in a deed of even date herewith, executed by this Corporation to said Central Pacific Railway Company, the same being for a right of way for a railroad track through the land of this Corporation: And Resolved further, that the president and secretary of this Corporation be, and they are hereby, authorized, empowered and instructed in the name of, and as the act of this Corporation, and under its corporate seal, to make and execute to said Central Pacific Railway Company a good and sufficient deed granting and conveying land amounting to 268 acres more or less, and deliver said deed to them upon the payment of said \$2100.00.

There being no further business to come before the meeting, upon motion duly recorded, the meeting adjourned.

Attest a true copy of the minutes of the Humboldt L & C Co

W. C. Ralston

(Seal)

Secretary

Recorded at the request of W. H. Bond May 26 20 1902 at 10 mins past 1 pm
W. Spangler Recorder

Emma E. Dibble et al

To F. Rolandi.

This Indenture, made this 29th day of May in the year of our Lord one thousand nine hundred and two between Emma E. Dibble for herself personally and as guardian of F. Rolandi.

And B. Crofut, Grace P. Crofut, Andrew Crofut and J. Crofut, minors the parties of the first part and F. Rolandi, all of the County of Contra Costa, State of Nevada the party of the second part, witnesseth: That the said parties of the first part, for and in consideration of the sum of one hundred and thirty five dollars lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell, convey and confirm unto the said party of the second part, out to his heirs and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in the

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County of Emersa State of Nevada not bounded and particularly described as follows, to wit:
 The North West quarter of the North East quarter of Section 7 from Township twenty three North Range
 fifty four East - Home - Diablo Base and Meridian -
 together with all and singular the tenements, hereditaments, and appurtenances thereto belonging
 or in anywise appertaining, and the reversion and reversions, remainders and remainders, rents, issues
 and profits thereof, To Have and to Hold, see and singular the said premises, together with
 the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.
 In witness whereof, the said parties of the first part have hereunto set their hands and seals, to day
 and year first above written
 signed sealed and delivered }
 in the presence of

A. C. Dibble
 Emma E. Dibble
 and Emma E. Dibble x
 guardian of the person and estate of
 Fred B. Croft. Francis P. Croft. Andrew
 D. Croft. and J. F. Croft minors

State of Nevada }
 County of Emersa } ss

On the 29th day of May, 1902 before me Peter Green a Notary Public and for said
 County, personally appeared A. C. Dibble and Emma E. Dibble his wife personally known to me to be
 the individuals described in and who executed the annexed instrument as parties thereto, and
 acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein
 mentioned. And the said Emma E. Dibble wife of the said A. C. Dibble having been by me first
 made acquainted with the contents of said instrument, acknowledged to me, on examination
 apart from and without the hearing of her husband, that she executed the same freely and
 voluntarily, without fear or compulsion, or undue influence of her husband, and that she did
 not wish to retract the execution of the same -
 In witness whereof I have hereunto set my hand and affixed my official seal, the day and
 year in this certificate first above written

Peter Green Notary Public
 in and for Emersa Co. Nev.

Recorded at the request of F. Rolandi May 29 A.M. 1902 at 50 mins past 2 pm
 Wolfmüller Recorder

Adelia Summerall et
 Thomas Summerall
 vs
 William F. Peasley and
 J. D. Horan.

This Indenture, made this fourth day of March in the year of our
 Lord one thousand and nine hundred and two between Adelia
 Summerall and Thomas Summerall her husband both of the Town of
 Palisade, County of Emersa, State of Nevada the parties of the first part,
 and William F. Peasley and J. D. Horan of the same place the parties
 of the second part. Witnesseth: that the said parties of the first part for and in consideration of the
 sum of five hundred dollars lawful money of the United States of America, to them in hand
 paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these
 presents grant, bargain, sell, convey and confirm unto the said parties of the second part, and
 to his heirs and assigns forever all that certain lot piece or parcel of land situated, lying and
 being in the Town of Palisade County of Emersa State of Nevada and bounded and particularly described
 as follows, to wit: all of lot number four (4) lying outside the right of way and reservation of the
 Central Pacific Railroad in Block 7 of said Town of Palisade as shown upon the official plat thereof
 also that certain building formerly known as the Jones House and now called Summeralls saloon
 situated in said Town of Palisade on the Northwest side of the Central Pacific Railroad between the grocery
 store and the hotel building now owned by W. J. Smith formerly known as the Palisade Hotel and also
 the bar, tavern fixtures, furniture, utensils and bellied table now contained in said Summeralls

EXHIBIT 75

293

In Final Dist. Court
State of Tex,
Census Co

State of
Texas & Smith
Dea

Petitions for
Letters of Administration

Filed Sept. 18th 1902

J. H. H. H. H.
Clerk

In the Third Judicial District Court of the
State of Nevada in and for Esmeralda County

In the matter of the estate
of Matilde J Smith, decd, J

The petition of A. B. Millett respectfully
shows:

That Matilde J Smith, died in Berkeley
Alameda County California, on or about
the 28th day of July 1900, leaving real and
personal property in the County of Esmeralda
State of Nevada and within the jurisdiction
of this Court.

That at the time of her death deceased was
a resident of the aforesaid Berkeley:

That the value and character of said property
is as follows: That said ranch situated about
28 miles north of the town of Esmeralda
in Diamond Valley and known as and called
the "Diamond Spring" or "Left" ranch of
about the value of \$3,250⁰⁰ and certain
personal property pertaining to said ranch
of about the value of \$250⁰⁰

That the next of kin of said deceased and
whom your petitioner is advised and believes
and therefore alleges to be the heirs at law
of said deceased, are your petitioner A B
Millett aged about years residing
in Smoky Valley Elko County State of
Nevada a nephew of said deceased, and
Henry P Millett residing at said

Smother Valley, also a nephew of said
decedent, and ^{with other heirs to be hereafter given} brothers of petitioners herein,

That due search and inquiry have been
made to ascertain if said decedent left
any will and testament but none has
been found and according to best knowledge
and belief of petitioners said decedent died
intestate.

That your petitioner is the nephew of
said decedent and therefore as your petitioner
is advised and believes is entitled to letters
of administration of said estate.

Wherefore your petitioner prays that
due notice may be given of the hearing
of this petition by the Clerk of this Court
as provided by law and that upon
said hearing and the proofs to be adduced
letters of administration of said estate
may be issued to your petitioner.

and your petitioner will ever pray

Robert Breen

Atty. for petitioner

Sept. 18th 1902

EXHIBIT 76

2-73

~~State~~ 309 Nat. Dist. Com.
State of Ohio,
Cincinnati Co

Estate of
Matilda J Smith
Exec

Return for
Sale of Property

Value Oct. 8th 1902
J. H. Keogh
Clerk

2

In the Florida Judicial District Court of the State of
Florida; in and for Eureka County

In the Matter of the Estate of }
Matilda J. Smith, decd. }

The petition of
A. B. Millett, administrator of the estate of Matilda
J. Smith, decd, respectfully shows, that he was
appointed administrator of the said estate on the
8th day of October 1902, and duly qualified as such
on said day:

That on the 21 day of March 1896,
the said Matilda J. Smith, duly executed a
power of Attorney to said petitioner under and
by which the petitioner was duly authorized to
lease sell or mortgage all property belonging
to said Matilda J. Smith, situate in the County
of Eureka State of Florida and more particularly
the "Loft" ranch situate in Diamond Valley in
said County: That on the 28th day of March
1900, and before the death of said Matilda J. Smith
and whilst said Power of Attorney was still
in full force and effect the said petitioner leased
said Loft ranch and premises for the term
of three years to one Nelson Loft at the yearly
rental of \$300⁰⁰ and at the same time made
a written contract with said Loft under and
by which the said Loft ^{at} the end of said three
years or at any period within that time was
given the privilege of purchasing said ranch
and all other property belonging to said Matilda
J. Smith for the sum of \$3,500⁰⁰, \$100⁰⁰

of which said sum was then there paid
by said Loft to said Millett:

That the said Nelson Loft is now ready
and willing to pay all of the balance due
~~from him~~ under aforesaid contract and
in compliance with the terms thereof:

That a copy of said contract is hereto
annexed and made a part of this petition

Wherefore your petitioners pray that an
order of court may be made without further
notice authorizing the said petitioners as the
administrators of the estate of said Matilda
J Smith, deceased, to sell and convey by
good and sufficient deed to said Nelson
Loft all of the right title and interest of
said Matilda J Smith, ^{at the time of her death} deceased, and of
the estate of said deceased, of in and to the
said Loft ranch and all other property
belonging to said estate situate in the County
of Esmeralda State of Nevada, upon the payment
to said petitioners by the said Nelson Loft
of the full balance due under aforesaid
contract of sale to wit: the sum of \$3,370⁰⁰
in lawful money of the United States: That
the said sum of \$3,370⁰⁰ shall be placed
by said petitioners to the credit of said estate,
or that such other and further order be made
as is met in the premises

Dated Esmeralda Nev. Oct. 8th 1902 -

A. B. Millett

Administrator of the estate of
Matilda J Smith decd.

Copy -

Diamond Spring Ranch
Eureka County Nevada -
March 26th 1900

This indenture is to certify an agreement entered this ^{day} between A. B. Millett as agent for Henry P. Millett and Miss M. J. Smith the party of the first part and Nelson Toft the party of 2nd part in which Nelson Toft agrees to pay three hundred and fifty dollars per year for the rent of Diamond Spring Ranch for a period of three years from date - that is to say till March 26th 1903 - One hundred and fifty dollars (\$150.⁰⁰) to be paid on the 26th of March of each year and two hundred dollars to be paid on the first day of November of each year. A. B. Millett agrees that Nelson Toft shall have the use of said Ranch for the term of three years from date on the terms stated above. A. B. Millett also agrees that Nelson Toft shall have the privilege of buying said Ranch for three thousand five hundred dollars at the expiration of said three years - Nelson Toft has paid one hundred dollars (\$100.⁰⁰) forfeit to said A. B. Millett with the agreement that the said \$100.⁰⁰ one hundred dollars shall apply on said contract to buy said ranch as a payment of one hundred

Administrators of the estate of
Messrs J Smith execs.

and thirty dollars \$130.⁰⁰, at the expiration of the
said three years if Nelson Toft pays the balance
thirty three hundred and seventy dollars (\$3370.⁰⁰)
Witnessed this the 26th day) Signed by "
of March A.D. 1900) O. B. Millett (seal)
Nelson Toft (seal)

Witness Jm J. Cox

It is hereby further agreed by said parties that all
property now owned by Miss M. J. Smith in the
County of ~~Essex~~ and town of Curuck, Nevada
shall be included with said ranch in the sale
for the said Three thousand Five hundred dollars.

Signed by O. B. Millett
Nelson Toft

Witness
Jm J. Cox

EXHIBIT 77

in lawful money of the United States -

It is further ordered that before making said sale the said administrator give or procure and substantiate bond to the people of the State of Nevada in the sum of \$3,370⁰⁰

dated Esmeralda Co. Nev. Oct. 9th 1902

W.D. Jones
District Judge

273
In 3rd dist. Esmeralda
County Nevada
District Judge

Estate of
Matilda J. Smith
deceased

Order for

Sale of property

Filed October 9th 1902

J. W. Macpherson
Clerk

In the Third Judicial District Court of the
State of Nevada in and for Esmeralda County

In the matter of the Estate
of Matilda J Smith, Decd. }
}

The petition
of A. B. Millett, administrator of the
estate of Matilda J Smith, praying for an
order of sale of each and all of the real and
personal estate of said deceased, situate in
Esmeralda County State of Nevada without
further notice, to Nelson Loft, upon his
paying to said administrator the sum of
\$ 3,370⁰⁰ the balance to be paid upon
a contract for the sale of said property made
and entered into by the said Millett as
the Attorney in fact of said deceased, ^{and said Loft} as
set forth more fully in said petition which
is hereby referred to, coming on this day to
be heard: And it fully appearing to the
Court, that the aforesaid contract is a valid
and legal contract in all respects and that
it will be for the best interests of said estate
to grant said petition;

It is hereby ordered that the said Administrator,
without further notice, sell and convey to said
Nelson Loft all of the right title and interest
of said deceased and of said estate of in and
to what is known as the "Loft" ranch situate
in Diamond Valley in the County of Esmeralda and
State of Nevada, ^{and in and to said personal property} upon the said Loft paying
to said administrator the said sum of \$ 3,370⁰⁰

See Ind. Dist. Court
State of Nev.
Circuit As

Estate of
Matilda J Smith
also

Bond on
Sale of Real Estate

Filed Oct 9 - 1902
J. H. H. H. H.

The within Bond is
Appraised this 9th day of
October 1902

W. D. Jones
District Judge

Know all men by these presents that we A. B. Millett as principal and H. Kind and P. W. Hyatt as sureties are held and firmly bound to the People of the State of Nevada in the sum of \$3,370⁰⁰ for which payment well and truly to be made we bind ourselves, our and each of our heirs, executors and administrators jointly and severally jointly by these presents sealed with our seals, and dated this 9th day of October 1902,

The condition of the above obligation is such that whereas an order was made on the 9th day of October 1902, by the Third Judicial District Court of the State of Nevada in and for Esmeralda County authorizing the above named principal as Administrator of the estate of Matilda J. Smith deceased, to sell all of the real estate of said deceased, situate in the County of Esmeralda State of Nevada to one Nelson Lofth for the sum of \$3,500⁰⁰ in lawful money of the United States and requiring that an additional bond be executed by said administrator in the sum above named, to wit: \$3,370⁰⁰ balance due on sale

Now, therefore if the said administrator shall faithfully execute the duties of the trust according to law then this obligation to be void, otherwise to remain in full force and effect

Sealed with our seals and dated this 9th day of Oct 1902

A. B. Millett
H. Kind

P. W. Hyatt
P. W. Hyatt and H. Kind

State of Nevada }
County of Esmeralda }

the parties whose names are subscribed to the
following bond being severally duly sworn
each for himself, says, that he is a resident and
house holder in the County of Eureka and State
of Nevada and is worth the sum in said bond
specified as the penalty thereof over and above
all his just debts and liabilities, exclusive of
property exempt from execution.

At Witness
P. W. H. H. H.

Subscribed and sworn to before me
this 9th day of October 1902,

Peter Breen

Notary Public in and for
Eureka County Nevada

273
In 3rd Jud. Dist. Court
State of Ohio,
Clerk of Court
Cuyahoga County

Estate of
Matilda J. Smith
Deed

Return and
Account of Sale
and

Return for Compendio

Filed May 19 - 1903
J. W. Haugh
Clerk

In the Florida Judicial District Court of
the State of Florida, in and for Eureka County

In the matter of the estate
of Matilda J Smith, decd, }

To the Hon. The above named Court

A. B. Millett, administrator of the
above estate respectfully shews, to the
Court, that in pursuance of the order of
sale of all of the real and personal property
situate in Eureka County Florida, belonging
to the estate of Matilda J Smith, deceased,
~~and in accordance~~ made on the 9th day of
October 1902, by the above Court, and
in accordance and compliance with the
the agreement and contract of sale made
and executed on the 26th day of March 1900,
by and between A. B. Millett aforesaid,
as the agent of said deceased, and as the
attorney in fact of said deceased and of
Henry P. Millett, the party of the first
part, and Nelson Loft, the party of the
second part, the said A. B. Millett aforesaid
sold to said Nelson Loft, for the sum
of \$ 3,500⁰⁰ lawful money of the United
States of America, all of the right title
and interest of the said estate and of said

R. B. Mullett, of us and to that certain ranch
situate in Drainage Valley, Esmeralda County
state of Nevada, known as and called the
"Left" ranch and premises and all lands
connected or belonging thereto, as well as all
personal property belonging to said ranch
and included in the aforesaid contract and
agreement; that said sale was made on the 9th day of October
1902. That said sale was legally and
fairly conducted under the said order of
Court and the aforesaid contract and
agreement, and the sum obtained as the
purchase price is not disproportionately to the
value of the property sold, and is the full value
of all said property.

Wherefore the said administrator
prays for an immediate hearing upon
this return and that this Honorable
Court make an order confirming said
sale and directing conveniences to be
necessary to said purchase in accordance
with law and the aforesaid contract and
agreement.

And your petitioner will ever pray
A. B. Mullett

Administrator of the estate of Matilda J. Smith
decd.

State of Nevada

Court records 7 95

County of ^{London} } SS

A. B. Millett who
as the administrator of the estate of
Mathias J. Smith, decd., has subscribed
the foregoing return and account of
sales being duly sworn to; he has
heard and read the foregoing return and
account and knows the contents thereof
and that the same is true of his
own knowledge

A. B. Millett
Administrator
Subscribed and sworn to before me this 16
day of May 1913

J. Hallay
Clerk

309 ¹¹⁻¹ final. Dist. Court
State of Nevada
Esterline

Esterline
Mabel J. Smith
Decd.

Final Account
and

Petition for Distribution

Filed May 19th 1903
J. B. Hauge

Clerk

Recorded in Book C. Probate
Pages 392-393

In the Third Judicial District Court of the State of Nevada, in and for Esmeralda County

In the matter of the estate of ^{and} final account Matilda J Smith, decd, Petitioner for distribution

A B Millett, administrator in account with the Estate of Matilda J Smith, decd.

Is Cash received as follows to wit:

May 1903

Money on hand at time of death of decd.	\$
Net proceeds of sale of real and personal property	3,500 ⁰⁰

Is Cash paid as follows;

Less Clerk of Court	38, 15-
" Appraisers of Estate	15, 00
" Atty. for Administrator	150, 00
Publication of Notice to Creditors	15, 00
Apparatus to return of sale &c.	1, 50
Commission of Admstr. on \$3,500	160, 00
Expenses to Esmeralda to obtain letters & wind up estate } ^{two taxes}	50, 00

Wherefore said administrator, prays that said final account be approved allowed and settled as provided by law

A. B. Millett

Administrator

debts presented and allowed

Mistake Atkinson & Co.	96, 00
Henry P Millett	146, 80

State of Nevada }
County of Lander } ss

AB Millitt of
Lander County, State of Nevada being duly
sworn says; I am the administrator of the
estate of Matilda J. Smith, deceased:

The foregoing account being filed as and for
my first and final account of my administration
of the said estate is in all respects just and true
and according to the best of my knowledge infor-
-mation and belief contains a full true and
particular account of all my receipts and
disbursements or account of the said estate
from the commencement of my administration
to this date and of all sums of money belonging
to the said estate which have come into my
hands as such administrator or which have
been received by any other person by my
order or authority for my use and I do not
know of any error or omission in said account
to the prejudice of any person interested in the
said estate; and I further state that said
account exhibits not only the debts which
have been paid, but also a statement of all
debts which have been duly presented and
allowed during the period embraced in
said account

AB Millitt

Administrator

Subscribed and sworn to before me
this 16 day of May 1903.

[Signature]
[Signature]

In the Third Judicial District Court of the
State of Nevada in and for Esmeralda County

In the Matter of the estate of
Matilda J Smith, deceased

To the

Honorable the above named Court

The petition of A. B. Millet, administrator
of the estate of Matilda J Smith respectfully
shows:

That your petitioner was appointed administrator
as aforesaid by the order of this Court on the 8th
day of October 1902, and on the same day duly
qualified as such administrator, and thereupon
entered upon the administration of said estate
and has ever since continued to so administer

That on the said 8th day of October your
petitioner duly made and returned to
this Court a true inventory and appraisement
of all the estate of said decedent which had come
to his possession or knowledge.

That on the day of October 1902, your
petitioner duly published notice to the creditors
of said decedent and said estate (and of his
appointment) to present their claims, and
that said notice was published and posted
for the period prescribed by law.

That on this 19th day of May 1903, your
petitioner filed his first and final account
as such administrator and asked therein
that after due hearing, the same be finally
settled and allowed.

That all the debts of said decedent and of said estate and all expenses of administration thus far incurred, and all taxes that have attached to or accrued against the said estate have been paid and discharged and the said estate is now in condition to be closed.

That the residue of said estate now remaining in the hands of your petitioner is as follows to wit: the sum of \$2,817.⁰⁰ in cash.

That the whole of said estate was the separate and individual property of said decedent.

That said decedent, died intestate in ~~the~~ Berkeley, Alameda County State of California on or about the 28th day of July 1900, leaving real and personal property in this the County of Contra Costa State of Nevada and within the jurisdiction of this Court.

That ~~at~~^{before} the time of her death, she, through her agent and Attorney in fact made and presented to Nelson Loft of said last named county a contract in writing for the conveyance and sale of each and all of said real and personal property for the sum of \$3,500.⁰⁰ of which said sum \$1.00.⁰⁰ was paid at the time of the making of said contract and the balance, to wit: the sum of \$3,400.⁰⁰ has since been paid.

That the sale of said ~~estate~~ real and personal property has been made to said Nelson Loft in accordance with said contract and the order of this Court.

That the heirs at law of said decedent

and whom your petitioner is advised and believes

and whom your petitioner is advised and believes to be entitled to share in the distribution of said estate are as follows to wit: John L Braabury and Helen Braabury, children of Nathaniel L Braabury deceased, the half brothers of said Matilda J Smith deceased, residents of the State of California—and Nemitta L Smith, surviving sister of said last named, deceased, residing in Valley, State of California, dead.

That all of the children of Lewis L Braabury brother of Matilda J Smith deceased, and of Nancy M Millett and Catharine Smith, deceased, the sisters of said Matilda J Smith, aforesaid, deceased, have sold and assigned for value each and all of their interests in said estate, by instrument in writing duly executed and filed herein and recorded in Office of the County Recorder of said Contra Costa County—to said Nemitta L Smith.

That the said Nemitta L Smith is entitled to four fifths of the residue of said estate or the sum of \$2,254.08, and that John L Braabury and Helen Braabury aforesaid, are entitled to one fifth of the residue of said estate in equal shares, or the sum of \$281.76 each.

Wherefore your petitioner prays that the administration of said estate may be brought to a close and that he may be discharged of his trust as such administrator.

That after due notice given and proceedings had the estate remaining in the hands of your

petitions may be distributed in the proportions
and to the parties entitled thereto to wit:

To Henrietta L Smith the sum of \$2,254.00
and to said John L Bradbury the sum of \$281.76,
and to Helen Bradbury the sum of \$281.76
or that such other and further order be made
as is met in the premises

And from petitions well ever pray;

Dated May 15th 1903

A. B. Millett

Administrator of the Estate of Matilda J Smith
deced.

293

In 3rd Prec. Dist.
Cous. - State of Ohio,
Carr M. Co

Share of
Mather & Smith
Dec 9

Order
Confirming Sale
and
directing conveyance
to be made

Filed June 1st 1903
J. H. ...
Clerk

Recorded in Book 6
Probate, Pages 393-394

In the Florida Judicial District Court of
the State of Florida in and for Escambia County

In the matter of the estate
of Matilda Smith, decd. }

A. B. Millett, Administrator of the
above named estate, having filed in the
office of the clerk a return of his
proceedings under the order of sale herein
and in compliance with the contract and
agreement set forth in said return and
in the petition for the sale of all of the real
and personal property belonging to said
estate situate in Escambia County State
of Florida. That at such sale Helen
Loft became the purchaser for the sum
of \$3,500⁰⁰ of each and all of the real
and personal property aforesaid, that being
the balance due upon the contract for the
sale of said real and personal property
made by said A. B. Millett as the agent
and Attorney in fact of said deceased,
in writing and before the death of said
deceased, and the said sum being the
full value of said property:

And all and singular the law and the premises
being by the Court here seen, heard
understood and fully considered

Wherefore it is by the Court ordered, approved
and decreed, that the said sale be and the
same is hereby confirmed and approved;
and the proper legal conveyances of all said
real and personal property are hereby
directed to be executed to the said
purchaser by said administrator as
such and as the party of the first part
under said contract

done in open Court this 1st day of ~~May~~ June
1903.

Geo. V. Brown
District Judge

EXHIBIT 78

10/9/1902

C. W. Clarke and

Philomena Clarke

Is
Thomas J. Read,

Know all men by these presents that we C. W. Clarke and Philomena Clarke his wife of the City and County of San Francisco, State of California, for and in consideration of the sum of five hundred (\$500.00) Dollars to us this day paid by Thomas J. Read of the City and County of San Francisco State of California, do hereby grant, bargain, sell, convey and confirm unto the said Thomas J. Read his heirs and assigns for ever, all of our right, title and interest, and also all the right title and interest that we may hereafter acquire of, in and to that certain tract of land situated in the County of Esmeralda, State of Nevada, and described as follows, to wit: the West half of the North East quarter of Section Thirty six (36) in Township Twenty nine (29) North, Range Forty nine (49) East, and South West quarter of South East quarter of Section Ten (10) in Township Twenty nine (29) North, Range Fifty (50) East, Mount Diablo Meridian, containing one hundred and twenty (120.00) acres more or less, to have and to hold the said land, and every part and parcel thereof, together with all the appurtenances thereunto belonging, unto the said Thomas J. Read, his heirs and assigns for ever. In Witness whereof we have hereunto set our hands and seals this 30th day of September and 1902

Signed sealed and delivered in the presence of
C. E. Glover
J. H. Javenson

C. W. Clarke
Philomena Clarke

State of California
City and County of San Francisco Is

On this Thirtieth 30th day of September one thousand nine hundred and two (1902) before me Thomas J. Burnes a Notary Public in and for the said County of San Francisco personally appeared C. W. Clarke and Philomena Clarke (his wife) personally known to me to be the same persons whose names are subscribed to the within instrument, and they duly acknowledged to me that they executed the same - In Witness whereof I have hereunto set my hand and affixed my official seal the day and

Thomas J. Burnes - Notary Public

in and for the City + County of San Francisco
State of California

Seal

My term of office expires Jan 6th 1904

Recorded at the request of Thos J. Read Oct 9th 1902 at 5 mins past 1 pm
Wm Spinnis Recorder

Henry P. Mullett

Is
Nelson Loft

This Indenture made the 8th day of October in the year of our Lord one thousand nine hundred and two Between Henry P. Mullett by his attorney in fact A. B. Mullett of Nye Co Nevada the party of the first part, and Nelson Loft of Esmeralda County Nevada, the party of the second part - Witnesseth: That the said party of the first, for and in consideration of the sum of one dollar legal money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second, and to his heirs and assigns forever, all those certain lots, pieces or parcels of land situated, lying and being in and about the Diamond Valley at town of Esmeralda County of Esmeralda State of Nevada and bounded and particularly described as follows, to wit: S E 1/4 of Sec 4 and the N 1/4 of S W 1/4 of Sec 3 and the N 1/4 of the N W 1/4 of Sec 10 area N 1/4 of N E 1/4 Sec 9 all in Township 22 N R 54 E Mount Diablo Base and Meridian and all other property now belonging to H. P. Mullett situated in the County of Esmeralda State of Nevada - Together with all

Book 14 Deeds

singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainders and remainders, rents, issues and profits thereof. To Have and to Hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. In Witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed sealed and Delivered in the presence of

Henry Philleatt
by his attorney in fact
A B Millett

(Seal)
(Seal)

State of Nevada }
County of Esmeralda } ss

On this 9th day of October AD one thousand nine hundred and two before me, Peter Breen a Notary Public in and for said County, personally appeared, A. B. Millett personally known to me to be the same person described in and also executed, by power of attorney, the annexed instrument as the attorney in fact of Henry P. Millett named in the annexed instrument as a party thereto, and then described as the party executing the same by his ^{said} attorney; and the said A. B. Millett acknowledged to me that he executed the same freely and voluntarily, as, and for the act and deed of the said Henry P. Millett and for the uses and purposes therein mentioned - In Witness whereof, I have hereunto set my hand and affixed my office, in the town of Esmeralda the day and year in this certificate first above written.

Peter Breen
Notary Public in and for Esmeralda
Co. Nevada

(Seal)

Recorded at the request of Nelson Toft Oct 9th 1902 at 15 Minis past 2 pm
W. Spinners Recorder

A B Millett Admin?
to
Nelson Toft.

This Indenture, made the 15th day of October in the year of our Lord one thousand nine hundred and two Between A. B. Millett administrator of the Estate of M. J. Smith of Snake Valley Nye County Nevada the party of the first part, and Nelson Toft of Esmeralda County Nevada the party of the second part - Witnesseth: That the said party of the first part, for and in consideration of the sum of Three thousand five hundred dollars legal money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in the Diamond Valley and town of Esmeralda State of Nevada and bounded and particularly described as follows: To wit: SE 1/4 of Sec 4 and N 1/2 of S W 1/4 of Sec 2 and the N 1/2 of the N W 1/4 of Sec 10 also N 1/2 of N E 1/4 Sec 9 all in Township 23 N R. 54 E Mount Diamond Base a Meridian and all other property belonging to the Estate of Miss M. J. Smith situate in the County of Esmeralda State of Nevada together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainders and remainders, rents, issues and profits thereof. To Have and to Hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. In Witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

A. B. Millett administrator of the
Estate of
Matilda J. Smith

(Seal)

EXHIBIT 79

14 DEED 466

10/9/1902

singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. To Have and to Hold, all and singular the said premises together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. In Witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed sealed and delivered in the presence of

Henry Phillett
by his attorney in fact
A B Millett

(Seal)
(Seal)

State of Nevada }
County of Esmeralda } ss

On this 9th day of October A.D. one thousand nine hundred and two before me, Peter Green a Notary Public in and for said County, personally appeared A. B. Millett personally known to me to be the same person described in and who is called, by power of attorney, the annexed instrument as the attorney in fact of Henry P. Millett named in the annexed instrument as a party thereto, and whom described in the party executing the same by his attorney; and the said A. B. Millett acknowledged to me that he executed the same freely and voluntarily, as, and for the act and deed of the said Henry P. Millett and for the uses and purposes therein mentioned -

In Witness whereof, I have hereunto set my hand and affixed my official seal in the town of Esmeralda the day and year in this certificate first above written

(Seal)

Peter Green
Notary Public in and for Esmeralda
Co. Nevada

Recorded at the request of Nelson Toft Oct 9th 1902 at 15 Minis past 2 pm
W. J. Finney Recorder

A. B. Millett Admin
to
Nelson Toft.

This Indenture, made the 15th day of October in the year of our Lord one thousand nine hundred and two between A. B. Millett administrator of the Estate of M. J. Smith of Smokey Valley

Esmeralda County Nevada the party of the first part, and Nelson Toft of Esmeralda County Nevada the party of the second part - Witnesseth: That the said party of the first part, for and in consideration of the sum of three thousand five hundred dollars legal money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in the Diamond Valley and town of Esmeralda State of Nevada and bounded and particularly described as follows. To wit: SE 1/4 of sec 4 and N 1/2 of S W 1/4 of sec 3 and the N 1/2 of the N W 1/4 of sec 10 also N 1/2 of N E 1/4 sec 9 all in Township 23 N R 54 E Mount Diamond Base & Meridian and all other property belonging to the estate of Miss M. J. Smith situate in the County of Esmeralda State of Nevada together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. To Have and to Hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. In Witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written

A. B. Millett administrator of the
Estate of
Mabelle J. Smith (Seal)

10/9/1902

State of Nevada }
County of Esmeralda } ss.

On this 9th day of October in the year one thousand nine hundred and two, before me Peter Breen a Notary Public in and for said Esmeralda County, residing therein, duly commissioned and sworn, personally appeared A B Mullett administrator of the estate of Matilda J. Smith, deceased known to me to be the person whose name is subscribed to the within instrument and he acknowledged to me that as such administrator he 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 Esmeralda Nevada, the day and year in this Certificate first above written
Peter Breen Notary Public in and for
said Esmeralda County, State of Nevada

(Seal)

Recorded at the request of Nelson Toft Oct 9th 1902 at 10 mins past 3 pm
Wm. G. James Recorder

Nelson Toft

In
Witness
This Indenture, made the 9th day of October in the year of our Lord one thousand nine hundred and two between Nelson Toft of the County of Esmeralda State of Nevada the party of the first part and P. H. Hful of the same place the party of the second part; Witnesseth, that the said party of the first part, for and in consideration of the sum of two thousand three hundred (2,300.00) Dollars lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever: all those certain lots pieces or parcels of land situate in the County of Esmeralda State of Nevada and bounded and particularly described as follows, to wit: The SE 1/4 of Sec 4 and the N 1/2 of SW 1/4 of Sec 3, and the N 1/2 of the N W 1/4 of Sec 10. also N 1/2 of N E 1/4 of Sec 9. all in Township 27 N R 54 E Mount Diablo Base and Meridian, and all other real and personal property now belonging to Henry P. Mullett, estate in the County of Esmeralda State of Nevada also SE 1/4 of Sec 4, and the N 1/2 of SW 1/4 of Sec 3. also that certain Ranch situate in the County of Esmeralda State of Nevada, known as the Toft or Diamond Spring ranch formerly belonging to the Estate of Matilda J. Smith deceased and all water and water rights and premises pertaining to the same. Together with all and singular the covenants, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issue and profits thereof, do have and to have, all and singular, the said premises, together with the appurtenances, unto the said party of the second part and to his heirs and assigns forever. In Witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written
Signed sealed and Delivered in the presence of } Nelson Toft (Seal)
Peter Breen

State of Nevada }
County of Esmeralda } ss.

On this 9th day of October in the year one thousand nine hundred and two before me Peter Breen a Notary Public in and for said Esmeralda County, residing therein, duly commissioned and sworn personally appeared Nelson Toft known to me to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he 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 Esmeralda Nevada, the day and year in this Certificate first above written. Peter Breen Notary Public in and for said Esmeralda County State of Nevada - Recorded at the request of P. H. Hful Oct 9th 1902 at 10 mins past 7 pm
Wm. G. James Recorder

EXHIBIT 80

10/9/1902

State of Nevada }
County of Esmeralda } ss.

On this 9th day of October in the year one thousand nine hundred and two, before me Peter Breen a Notary Public in and for said Esmeralda County, residing therein, duly commissioned and sworn, personally appeared A B Mellett administrator of the Estate of Matilda J. Smith, deceased known to me to be the person whose name is subscribed to the within instrument and he acknowledged to me that as such administrator he 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 Esmeralda Nevada, the day and year in this Certificate first above written.

(Seal)

Peter Breen Notary Public in and for
said Esmeralda County, State of Nevada

Recorded at the request of Nelson Toft Oct 9th 1902 at 10 mins past 3 pm
Wm Gammis Recorder

Nelson Toft

This Indenture, made the 9th day of October in the year of our Lord one thousand nine hundred and two between Nelson Toft of the County of Esmeralda State of Nevada the party of the first part and P H Huff of the same place the party of the second part; Witnesseth, that the said party of the first part, for and in consideration of the sum of two thousand three hundred (2,300.00) Dollars lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever: all those certain lots pieces or parcels of land situate in the County of Esmeralda State of Nevada and bounded and particularly described as follows, to wit: The SE 1/4 of sec 4 and the N 1/2 of SW 1/4 of sec 3, and the N 1/2 of the N W 1/4 of sec 10. also N 1/2 of N E 1/4 of sec 9. all in Township 23 N R 54 E Mount Diablo Base and Meridian, and all other real and personal property now belonging to Henry P Mellett dec'd in the County of Esmeralda State of Nevada also SE 1/4 of sec 4, and the N 1/2 of SW 1/4 of sec 3. also that certain Rancho situate in the County of Esmeralda State of Nevada, known as the Toft or Diamond Spring ranch formerly belonging to the Estate of Matilda J Smith deceased and all water and water rights and premises pertaining to the same. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and remainders, remainder and remainders, rents, issue and profits thereof, to have and to hold, all and singular, the said premises, together with the appurtenances, unto the said party of the second part and to his heirs and assigns forever. In Witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed sealed and Delivered in the presence of } Nelson Toft (Seal)
Peter Breen

State of Nevada }
County of Esmeralda } ss.

On this 9th day of October in the year one thousand nine hundred and two before me Peter Breen a Notary Public in and for said Esmeralda County residing therein, duly commissioned and sworn personally appeared Nelson Toft known to me to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he 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 Esmeralda State of Nevada, the day and year in this Certificate first above written. Peter Breen Notary Public in and for said Esmeralda County State of Nevada - Recorded at the request of P. H. Huff Oct 9th 1902 at 10 mins past 7 pm
Wm Gammis Recorder

EXHIBIT 81

PATENTED, FEB 4 1918
1108 D.P.M.

Application No. 15138
PATENTED 80 Acres.

Forfeited Acres
Withdrawn Acres

List No. 1214 80 Acres
" " " "

Contract No. 11203 80 Acres
" " " "

Patent No. 5968 80.75 Acres

Recd. 10/10/03 at 2 P.M.
1st Payment. \$ 20.

Filed JAN 18 1903 at C.A.M.
S. D. Kelley
Land Registrar.

REMARKS:
EUPEKA CO.

Receipt in Appl. No. 18363
231-57
EUPEKA CO.



Eureka Nevada

Jan'y 7, 189*5*

To *A. C. PRATT*, Register of the Nevada State Land Office:

I *Nels Toft*, of *Eureka* County, State of *Nevada*, being a legal applicant, do hereby apply, under the provisions of Section *8* of an Act entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," approved March 12, 1885, and the Acts amendatory thereof and supplementary thereto, to purchase the following-described land in *Eureka* County:

Leave this Space Blank.	DESCRIPTION.	SECTION.	TOWNSHIP.		RANGE.
			North.	South.	East.
<i>1235</i>	<i>1 S.W. 1/4 of N.E. 1/4</i>	<i>3</i>	<i>23</i>	<i>-</i>	<i>54</i>
	<i>2 S.E. 1/4 of N.W. 1/4</i>	<i>3</i>	<i>23</i>	<i>-</i>	<i>54</i>
	of				
	of				
	of				
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	of				
	of				

Mount Diablo Base and meridian, containing *Eighty* acres, according to the returns of the United States Surveyor-General, for which I agree to pay the State of Nevada at the rate of one dollar and twenty-five cents (\$1 25) per acre in United States currency.

Residence *Diamond Valley*
Applicant's Postoffice address *Eureka Nevada*
Sign Applicant's name in full *Nels Toft*
By _____ Agent.

If the Agent is to be notified fill in the Agent's Postoffice address

First payment, \$ *20*. (One-fifth of the purchase price, for other than timber lands. The whole purchase price is payable for timber lands.)

U. S. Land Office fees, \$ _____ (Two dollars for each 160 acres or fractional part thereof.)

Note—The applicant must be a citizen of the United States, or one who has declared his intention to become such. The term "citizen" is held to mean and include females of lawful age.

EXHIBIT 82

State of Nevada }
County of Lander } ss

On this 2nd day of October in the year one thousand nine hundred before me Jno. S. Cook a Notary Public in and for the County of Lander personally appeared Albert B. Mullett and Henry P. Mullett known to me to be the same persons whose names are subscribed to the within instrument, and they duly 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, at my office in the County of Lander the day and year in this certificate first above written.

(Seal)

Jno. S. Cook Notary Public in and for the County of Lander State of Nevada

State of California }
County of Los Angeles } ss

On this 9th day of October in the year of our Lord one thousand nine hundred and one before me R. W. Darby, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Rosamund Winston, Louisa Bradbury, Marion Paick and Simon Bradbury known to me to be the persons described in, and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(Seal)

R. W. Darby Notary Public in and for Los Angeles County State of California

State of California }
County of Los Angeles } ss

On this 29th day of October in the year of our Lord one thousand nine hundred and one before me R. W. Darby, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn personally appeared John Bradbury known to me to be the person described in, and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(Seal)

R. W. Darby Notary Public in and for Los Angeles County, State of California

Recorded at the request of Nelson Toft June 1st 1903 at 20 mins past 4 pm
Wm Spenser Recorder

Albert Mullett et al

To Nelson Toft.

This Indenture, made the first day of June 1903 at the town of Eureka, State of Nevada, by and between Albert Mullett, the duly appointed acting and qualified administrator of the estate of Matilda J. Smith, deceased,

of the State of California and as the attorney in fact of Henry P. Mullett, and for himself personally, the party of the first part, and Nelson Toft, of Eureka Nevada, party of the second part, Witnesseth, That whereas on the 9th day of October 1902, the Third Judicial District Court of the State of Nevada in and for Eureka County, made an order of sale authorizing the said party of the first part to sell and convey to said Nelson Toft, all of the right title and interest of said deceased out of said estate of in and to what is known as the Toft ranch and premises, real estate situated in Diamond Valley Eureka County State of Nevada and in and to all personal property belonging to said ranch, in accordance and in compliance with a certain contract for the sale of all of said real and personal property made and executed by the said party of the first part as attorney in fact of said Matilda J. Smith during her life time, and the said Nelson Toft, which said contract is now on file and of record in said Court; said order of sale and said contract, as on

file and of record are hereby referred to and made a part of this indenture - And whereas, under and by virtue of said order of sale and of said contract and the terms and conditions thereof, the said party of the first part, did, on the 9th day of October 1902, sell to said Nelson Joffe for the sum named and agreed upon in said contract all of the real and personal property named and set forth therein; And whereas, the said District Court, upon due and legal return of his proceedings under said order of sale and said contract made by the said party of the first part on the 19th day of May, 1903, after making said sale and upon due and legal notice of at least ten days given as the law requires, did on the 1st day of June 1903, make an order confirming said sale and directing conveyances to be executed to the same party of the second part; a certified copy of which order of confirmation was recorded in the office of the County Recorder of Curiea County - State aforesaid, within which said real estate and personal property are situated on the 1st day of June 1903, which said order of confirmation is hereby referred to and made a part of this indenture. Now therefore the said A. B. Mellellott as such administrator as aforesaid, and for himself personally and as the attorney in fact of Henry P. Mellellott, the party of the first part, pursuant to the order last aforesaid and of aforesaid contract of sale, for and in consideration of the sum of \$3,500⁰⁰ lawful money of the United States of America, to me in hand paid by the said party of the second part, receipt whereof is hereby acknowledged, has granted, bargained sold and conveyed and by these presents do grant bargain sell and convey unto the said party of the second part his heirs and assigns forever, all the right title interest and estate of the said Matilda J. Smith, deceased, at the time of her death, and also all the right title and interest that the said estate by operation of law or otherwise, other than or in addition to, that of said intestate at the time of her death, in and to all that certain real estate situate in Diamond Valley Curiea County - State of Nevada, and known as and called the "Taft" ranch and premises, and all of the personal property - pertaining or belonging thereto as named and set forth in said contract, and the order of sale aforesaid - Together with the tenements, hereditaments and appurtenances whatsoever to the same belonging or in anywise appertaining - To have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever. In Witness whereof the said party of the first part Administrator as aforesaid, and the Attorney in fact of said Henry P. Mellellott and for himself personally has hereunto set his hand and seal the day and year first above written

Administrator of the Estate of Matilda J. Smith deceased and as the atty in fact of Henry P. Mellellott and for himself personally.

A. B. Mellellott.

Administrator of the Estate of Matilda J. Smith deceased, and as the atty in fact of H. P. Mellellott and for himself personally.

State of Nevada }
County of Curiea } ss

On this 1st day of June AD 1903 before me J. H. Hoogh County Clerk, and ex officio Clerk of the Third Judicial District Court of the State of Nevada, Curiea County, duly qualified, personally appeared A. B. Mellellott administrator of the estate of Matilda J. Smith, deceased and as the atty in fact of H. P. Mellellott and for himself personally whose name is subscribed to the annexed instrument as the party thereto, and who is personally known to me to be the individual described in and who executed the annexed instrument, and who duly acknowledged to me that he executed the same freely and voluntarily as above stated for the uses and purposes therein mentioned.

In Witness whereof, I have hereunto set my hand officially, and affixed the seal of the said District Court, the day and year in this Certificate first above

written -

(Seal)

J. H. Stough County Clerk and ex officio Clerk of the said Third Judicial District Court, Esmeralda County

Recorded at the request of J. Toft June 1st A.D. 1905 at 10 mins past 4 pm
Wm Spenser Recorder.

United States

2

Joseph B McKernan

Certificate No 50

The United States of America

To all to whom these presents shall come, Greeting;

Whereas Joseph B McKernan of Esmeralda County Nevada, has deposited with the General Land Office of the United States a Certificate of the Register of the Land Office at Esmeralda Nevada whereby it appears that full payment has been made by the said Joseph B McKernan according to the provisions of the Act of Congress of the 24th day of April, 1870, entitled "An Act making further provision for the sale of the Public Lands" and the acts supplemental thereto, for the East half of the North East quarter of Section nine, and the West half of the North West quarter of Section ten in Township sixteen North of Range fifty three East in the District of Lands subject to sale at Esmeralda Nevada containing one hundred and sixty acres, according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said tract has been purchased by the said Joseph B McKernan - Now Know Ye, That the United States of America, in consideration of the premises and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Joseph B McKernan and to his heirs, the said tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, unto the said Joseph B McKernan and to his heirs and assigns forever; subject to any vested and accrued water rights for Mining, agricultural, Manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local residents, laws and decisions of Courts, and also subject to the right of the proprietors of a vein or lode to extract and remove the ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law.

In Witness whereof I Rutherford B Hayes, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land to be hereunto affixed given under my hand, at the City of Washington, the first day of May, in the year of our Lord one thousand eight hundred and seventy eight and of the Independence of the United States the one hundred and second

By the President R. B Hayes
L.S.

By B. L. Lang Secretary
S.W. Clark,

Recorder of the General Land Office

Recorded Vol 7 Page 37 - Nevada
1400 56. B - R.W.

Department of the Interior
General Land Office -

Washington D.C. June 2 - 1903

I J. H. Fimple, Acting Commissioner of the General Land Office, do hereby certify that the annexed copy of Patent in favor of Joseph B McKernan found on Esmeralda Nevada back entry No 50 is a true and literal exemplification from the record in this office. In testimony whereof I have hereunto subscribed my name and caused the seal of this office to be affixed, at the City of Washington, on the day and year above written

(Seal)

J. H. Fimple

Acting Commissioner of General Land Office.

Recorded at the request of J. B McKernan June 13 A.D. 1903 at 10 mins past 7 pm
Wm Spenser Recorder.

EXHIBIT 83

On this 4th day of October, 1906, personally appeared before me, a notary public, in and for the said County, Hilda Morton, Bertha Berwin and Rosa Berwin, known to me to be the person described in and who executed the within conveyance; and they, the said Hilda Morton, Bertha Berwin and Rosa Berwin severally acknowledged that they executed the same, freely and voluntarily for the uses and purposes therein mentioned.

#86. David Gordon, Notary Public N.Y. County

State of New York }
County of New York } ss.

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, Do. Hereby Certify, That David Gordon whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. In Testimony whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 4 day of October 1906.

(Seal) Peter J. Dooling, Clerk

Recorded at the request of David Morris, Oct. 17, A.D. 1906 at 20 mins. past 10 o. M. Wm. Senior Recorded

P. H. Hill
To

No. 600

Nelson Toft.

This Indenture, made the 18th day of October in the year of our Lord nineteen hundred and six between

P. H. Hjil of Eureka County, State of Nevada the party of the first part, And Nelson Toft of same place, the party of the second part, witnesseth; That the said party of the first part, for and in consideration of the sum of Two thousand three hundred (\$2300.⁰⁰) Dollars gold coin of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain and sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all those certain lots pieces or parcels of land situate, lying and being in the County of Eureka and State of Nevada and bounded and particularly described as follows, to wit; The S.E. $\frac{1}{4}$ of Sec. 4 and the N. $\frac{1}{2}$ of ^{S.W. $\frac{1}{4}$ of} Sec. 3, and the N. $\frac{1}{2}$ of the N.W. $\frac{1}{4}$ of Sec. 10, Also N. $\frac{1}{2}$ of N.E. $\frac{1}{4}$ of Sec. 9, all in Township 23 N. R. 54 E. Mount Diablo Base and Meridian, and all other real and personal property situate on said ranch now belonging to said P. H. Hjil, situate in the County of Eureka, State of Nevada. Also that certain ranch situate in the County of Eureka, State of Nevada, known as the "Toft" or Diamond Spring Ranch, formerly belonging to the Estate of Matilda T. Smith, deceased, and all water and water rights and premises pertaining thereto. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. To have and to hold, all and singular the said premises, together with the appurtenances, unto the party of the second part and to his heirs and assigns forever. In witness whereof; The said party of the first part has hereunto

set his hand and seal, the day and year first above
written

Signed, Sealed and Delivered in } P. H. Hoegh (Seal)
the Presence of

State of Nevada }
County of Eureka } ss.

On this 9th day of October A.D. 1906, before me, J. H. Hoegh, County Clerk, ^{and ex officio Clerk} of the Third Judicial District Court of the State of Nevada, Eureka County, duly qualified, personally appeared Nelson Toft of Eureka County Nevada, whose name is subscribed to the annexed instrument, as a party thereto, and who is personally known to me to be the individual described in and who executed the annexed instrument, and who duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned. In witness whereof, I have hereunto set my hand officially and affixed the seal of the said District Court, the day and year in this certificate first above written. J. H. Hoegh, County Clerk, ^(Seal) and ex officio Clerk of the said Third Judicial District Court, Eureka County.

Recorded at the request of Nelson Toft, Oct. 18, A.D. 1906 at 40 mins. past 11 A. M.

Wm Spinner Recorder

Eugene Rice and

Felix Rice

To

Mary Mularelli

This Indenture, made the 11th day of September in the year one thousand nine hundred and six, between Eugene Rice and Felix Rice of the County of Eureka, State of Nevada the parties of the first part, and Mary Mularelli of the

EXHIBIT 84

of the City of New York and Alexander S. Webb Junior Secretary
of said Company, whose names are subscribed to the foregoing
instrument as such President and Secretary respectively
of said Company, one of the parties thereto, and who are personally
known to me to be the President and Secretary respectively
of said Company, the Corporation that executed said instrument
and who acknowledged to me that they executed said
instrument as the President and Secretary respectively
of said Company, for, on behalf and in the name of
said Company as its free and voluntary Act and deed
for the uses and purposes therein mentioned and in
pursuance of the order and resolution of said Company
directing said instrument to be executed by signing
the same as President and Secretary respectively thereof
and affixing thereto its corporate seal and they
further severally acknowledged to me that said Company
executed the same. And the said Brayton Ives and
Alexander S. Webb Junior being by me severally duly
sworn did say that he the said Brayton Ives is the
President of the Metropolitan Trust Company of the
City of New York, and that he the said Alexander S.
Webb Junior is the Secretary thereof and that the foregoing
instrument was signed in behalf of said Company
by Authority of its Board of Directors. In witness whereof,
I have hereunto set my hand and affixed my official
seal the day and year last aforesaid.

(seal) Geo. H. Corey
Commissioner for the State of California.

(seal) Geo. H. Corey
Commissioner for the State of Nevada

(seal) Geo. H. Corey
Commissioner for the State of Utah.

Office, No. 56 Wall Street, New York City

Recorded at the request of Wells Fargo May 14, A. D. 1906
at 15 mins past 9 A. M.

Wm Spinner Recorder

Nelson Toft }
To No. 601.

P. H. Hjel

This Indenture, made the 18th day of October
in the year of our Lord one thousand, nine hundred
and six, Between Nelson Toft of Eureka County,
Nevada the party of the first part and P. H. Hjel

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This is to certify that this mortgage has
 been fully paid & discharged the 1st day of Feb 1911.
 J. H. Hyl
 Witness, Edgar Carlton

of same place the party of the second part, Witnesseth,
 That the said party of the first part, for and in
 consideration of the sum of One Thousand (\$1000.00)
 Dollars lawful money of the United States, to him
 in hand paid, the receipt whereof is hereby acknowledged
 does by these presents grant, bargain sell, convey and
 confirm unto the said party of the second part,
 his heirs and assigns forever, in the County of Eureka,
 State of Nevada, and bounded and particularly described
 as follows, to wit: The S.E. 1/4 of Sec. 4, and the N. 1/2
 of S.W. 1/4 of Sec. 3, and the N. 1/2 of the N.W. 1/4 of Sec. 10,
 also N. 1/2 of N.E. 1/4 of Sec. 9, all in Township 23, R. 1,
 S. 4 E. Mount Diablo Base and Meridian, and all
 other real property situate on said ranch now
 belonging to Nelson Toft, situate on East side of Diamond
 Valley in Eureka County, State of Nevada, Also that
 certain ranch situate in Eureka County, State of
 Nevada, known as the Toft Ranch, formerly belonging
 to the Estate of Matilda Smith, deceased, and all
 water and water rights and premises pertaining
 thereto. Together with all and singular the tenements,
 hereditaments, and appurtenances thereunto belonging
 and the rents, issues and profits thereof. To have and
 to hold all and singular the said premises, together
 with the appurtenances, unto the said party of the
 second part, his heirs and assigns forever. This
 conveyance is intended as a mortgage to secure the
 payment of a certain promissory note, of even date
 herewith, given by the said party of the first part, to
 the said party of the second part, in the words and
 figures as follows to wit:

\$1000.00
 Eureka, Nevada, October 18th 1906.
 Five years after date without grace, I promise to pay
 to P. H. Hyl, or order the sum of one thousand
 dollars, in lawful money of the United States of
 America, for value received, with interest thereon
 at the rate of nine per cent per annum until
 paid, also after judgment, both principal and interest
 payable in lawful money of the United States of
 America, In event of non payment of this note at
 maturity, or its collection by litigation I agree
 to pay all Attorney fees and all expenses that may
 be incurred thereby, and to that end bear of myself

heirs, executors, administrators and assigns forever,
 interest payable yearly signed Nelson Toft,
 and these presents shall be void if such payment
 be made, according to the tenor and effect thereof,
 but in case default be made in the payment of
 the said principal or any installment of interest
 as provided, then the whole sum of principal,
 and interest shall be due at the option of the
 said party of the second part, or assigns; and
 suit may be immediately brought and a decree
 be had to sell the said premises, with all and
 every of the appurtenances, or any part thereof,
 in the manner prescribed by law, and out of
 the money arising from such sale, to retain
 the said principal and interest, although the
 time for payment of said principal sum may
 not have expired, together with the costs and
 charges of making such sale, and of suit
 for foreclosure, including counsel fees at
 the rate of fifteen per cent upon the amount which
 may be found to be due for principal and interest,
 by the said decree, and also the amounts, both principal
 and interest, of all such payments of liens or other
 incumbrances as may have been made by said
 party of the second part, by reason of the permission
 hereinafter given, and the overplus, if any there be,
 shall be paid by the party making such sale, on
 demand, to the said party of the first part, his
 heirs, executors, administrators or assigns. And it
 is hereby agreed, that it shall be lawful for
 the said party of the second part his heirs, executors,
 administrators or assigns, to pay and discharge
 at maturity all liens or other incumbrances now
 subsisting or hereafter to be laid or imposed upon
 said lots of land and premises, and which may
 be in effect a charge thereupon; and such payments,
 except those for taxes and other assessments, levied
 or assessed on this Mortgage, or the money secured
 hereby, shall be allowed, with interest thereon
 at the rate of (9) nine per cent per annum; and
 such payments and interest, with the exceptions
 aforesaid, and also the counsel fees herein above
 provided for and all costs and expenses of foreclose

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and sale, shall be considered as secured by these presents, and shall be a charge upon said premises, and shall be repayable on demand, in the same kind of money or currency in which the same may have been paid, and may be deducted from the proceeds of the sale above authorized. In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of
State of Nevada
County of Eureka } as.

Nelson Toff (Seal)

On this 18th day of October A.D. 1906, before me, J.H. Hoegh, County Clerk, and ex-officio Clerk of the Third Judicial District Court of the State of Nevada, Eureka County, duly qualified, personally appeared Nelson Toff of Eureka County, State of Nevada whose name is subscribed to the annexed instrument, as a party thereto, and who is personally known to me to be the individual described in and who executed the annexed instrument, and who duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned. In witness whereof, I have hereunto set my hand officially and affixed the seal of the said District Court, the day and year in this certificate first above written.

J.H. Hoegh, County Clerk,
(Seal) and ex-officio Clerk of the said Third Judicial District Court, Eureka County.

Recorded by the request of P.H. Hind Oct. 18 A.D. 1906 at 20 mins past 12 o'clock P.M.

Wm. Yarnis Recorder

Lillian Porter Tippie

To

Eureka County Bank

No. 777

This Indenture, made the 27th day of March, A.D. 1906, between Mrs. Lillian Porter Tippie, of the town of Eureka, Eureka County, State of Nevada, the party of the first part, and The Eureka County Bank, of the same place, the party of the second part, witnesseth; That said party of the first part is justly indebted to the said party of the second part, in the sum of Four Thousand dollars (\$4,000.00), gold coin of the United States of America,

This is to certify that the said mortgage has been fully paid, satisfied & discharged the 21 day of January 1910 The Eureka County Bank by William Yarnis Recorder

EXHIBIT 85

Patented
AUG 5 1907
11/27/07

Application No. 16671

Completed Sale JUL 8 1907 120 Acres.

Forfeited Acres
Withdrawn Acres

W. W. List No. 13 120 Acres
List No. Acres
Contract No. Acres
Contract No. Acres
Patent No. 5980 120 Acres

George Edwin Cox

Received APR. 10 1907 at 11.25 A.M.

First Payment. \$ 30.

Filed APR. 11 1907 at 10.00 A.M.

G. O. Kelley
Land Register
By C. S. ...

REMARKS:

EUREKA CO.
1907



Eureka Nevada

April 8th 1907.

To E. D. KELLEY, Register of the Nevada State Land Office:

I, George Edwin Cox, of Eureka County, State of Nevada, being a legal applicant, do hereby apply, under the provisions of Section 8 of an Act entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," approved March 12, 1885, and the Acts amendatory thereof and supplementary thereto, to purchase the following described land in Eureka County:

Leave this Space Blank.	DESCRIPTION.	SECTION.	TOWNSHIP.			RANGE.			Leave this Space Blank.		
			North.	South.	East.	Grant.	Selection List.	Approved List.			
	S. 1/2 of S.W. 1/4	27	24		54						
	N.E. 1/4 of N.W. 1/4	34	24		54						
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Mount Diablo Base and Meridian, containing 120 acres, according to the returns of the United States Surveyor-General, for which I agree to pay the State of Nevada at the rate of one dollar and twenty-five cents (\$1.25) per acre in United States currency.

Residence Diamond Valley Nevada
Applicant's Postoffice address Eureka Nevada
Sign applicant's name in full George Edwin Cox
By .. Agent.

If the Agent is to be notified fill in the Agent's Postoffice address

First payment, \$ 30.00 (One-fifth of the purchase price, for other than timber lands. The whole purchase price is payable for timber lands.)

U. S. Land Office fees, \$ (Two dollars for each 160 acres or fractional part thereof.)

NOTE-The applicant must be a citizen of the United States, or one who has declared his intention to become such. The term "citizen" is held to mean and include females of lawful age.

EXHIBIT 86

6/11/1907

remainder and remainders, rents, issues and profits thereof. To have and to hold the said premises, with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. In witness whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of
C. B. Rich.

Mrs. E. F. Doolittle (Seal)

State of Colorado }
County of Mesa } ss.

I, Charles B. Rich, a Notary Public in and for the said County, in the State aforesaid do hereby certify that Mrs. E. F. Doolittle, a widow, personally known to me to be the person whose name is subscribed to the annexed deed, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal this 23d. day of December, A. D. 1907. My commission expires Jan. 20, 1909.

(Seal) Charles B. Rich
Notary Public.

Recorded at the request of Miles M. Kinnon Jan. 9th A. D. 1908 at 40 mins. past 3 o'clock P. M.

Wm Spawier Recorder

Fred B. Crofut,
Grace P. Crofut,
Andrew D. Crofut and
Isaac F. Crofut
To
Jorgen Jacobsen
Fred B. Crofut, Grace P. Crofut, Andrew D. Crofut

no. 1953.

This Indenture, made the Second day of January, one thousand nine hundred and eight. Between

and Isaac F. Crofut the parties of the first part, and Jorgen Jacobsen the party of the second part, Witnesseth, That the said parties of the first part, in consideration of the sum of fifty Dollars, Currency of the United States of America, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby release and forever Quitclaim, unto the said party of the second part, and to his heirs and assigns, all that certain lot, piece or parcel of land situate in the County of Eureka, State of Nevada and bounded and described as follows, to-wit: The northwest one-fourth ($\frac{1}{4}$) of the southeast one-fourth ($\frac{1}{4}$) of Sec. fifteen (15) Township twenty-three (23) North, Range fifty-four East, covered by United States patent to Isaac Crofut under date of February 29, 1892. Together with all the tenements, hereditaments and appurtenances thereunto belonging, or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, To have and to hold, the said premises, with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Fred B. Crofut	} signed and delivered in the presence of A. B. Lightfoot
Grace P. Crofut	
Andrew D. Crofut	
Isaac F. Crofut	

State of Nevada }
 County of Eureka }
 P. M. Charles County Clerk, and ex officio clerk of the

On this Jan 2, 1908, before me,

Third Judicial District Court of the State of Nevada,
 Eureka County, duly qualified, personally appeared
 Fred P. Crofut, Grace P. Crofut, Isaac F. Crofut whose
 names are subscribed to the annexed instrument, as
 parties thereto, and who are personally known to
 me to be the individual described in and who
 executed the annexed instrument, and who duly
 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 officially and affixed the Seal of the said
 District Court, the day and year in this certificate first
 above written. Seal P. M. Charles, County Clerk,
 and ex-officio Clerk of the said Third Judicial District Court, Eureka County,
 State of Nevada

County of Eureka } On this 11th day of Jan'y, A. D., 1908,
 before me, P. M. Charles, County Clerk, and ex-officio
 Clerk of the Third Judicial District Court of the State
 of Nevada, Eureka County, duly qualified, personally
 appeared Andrew D. Crofut whose name is subscribed
 to the annexed instrument, as a party thereto, and who
 is personally known to me to be the individual
 described in and who executed the annexed instrument,
 and who duly acknowledged to me that he executed
 the same freely and voluntarily, and for the uses and
 purposes therein mentioned. In Witness Whereof, I have
 hereunto set my hand officially and affixed the Seal
 of the said District Court, the day and year in this
 certificate first above written.

Seal P. M. Charles, County Clerk,
 and ex-officio Clerk of the said Third Judicial District Court, Eureka County
 Recorded at the request of Jorgen Jacobsen, Jan. 11th
 A. D. 1908 at 20 mins. past 7 P. M.

Wm Spinner Recorder

EXHIBIT 87

15 DEEDS 408
12/19/1909

pieces or parcels of land. To Have and to Hold, all and singular the said premises, with the appurtenances, unto the said second party, its successors and assigns forever. In Witness Whereof, the said first party by its Board of County Commissioners has caused these presents to be signed by the Chairman of the Board of County Commissioners and its seal to be hereunto affixed and attested by the Clerk of said Board, as its act and deed, the day and year first above written. J. B. Biale
Chairman of Board

of County Commissioners, Eureka County, Nevada.
Attest: R. M. Charles, Clerk.

State of Nevada }
County of Eureka } ss. On this 6th day of December, A.D. 1909, before me, R. M. Charles, County Clerk, and ex-officio Clerk of the Third Judicial District Court of the State of Nevada, Eureka County, duly qualified, personally appeared J. B. Biale, the Chairman of the Board of County Commissioners of Eureka County, Nevada, personally known to me to be the individual whose name is subscribed to the annexed instrument as Chairman of said Board and he duly acknowledged to me that he executed the same as Chairman of said Board for and on behalf and in the name of said Board as its free and voluntary act and deed and for the uses and purposes therein mentioned and in pursuance of an order and resolution of said Board directing such deed to be executed by signing the same as Chairman thereof and affixing thereto the seal of said Board. In Witness whereof, I have hereunto set my hand official and affixed the seal of said District Court, the day and year in this certificate first above written.

(Seal)

R. M. Charles
County Clerk, and ex-

officio Clerk of the said Third Judicial District Court, Eureka County, Nevada.
Recorded at the request of A. S. Henderson Dec 6th A.D. 1909 at 20 min. past 3 P.M.

Chapman
Recorder

The State of Nevada
Do.
George F. Davis, Cox

70. 3264
Application 70. 16,978. 120 Acres.
Patent 70. 6,126.

The state of Nevada
 To all to whom these Presents shall come, Greeting-
 Whereas, George Edwin Cox of Esmeralda County, Nevada has
 deposited with the Register of The State Land Office
 at Carson City the State Treasury Receipt, whereby it
 appears that full payment has been made by the said
 George Edwin Cox, according to the provisions of an
 Act of the Legislature, approved March 12, 1855, entitled
 "an Act to provide for the selection and sale of lands
 that have been or may hereafter be granted by the
 United States to the State of Nevada; and, the Act
 amendatory thereof and supplementary thereto, for the
 South East quarter of North West quarter of section Thirty-four
 (34) Township Twenty-four (24) North, Range Fifty-four (54)
 East. The East half of south West quarter of section Thirty-four
 (34) Township Twenty-four (24) North, Range Fifty-four (54)
 East, Mount Diablo Base and Meridian, containing
 One hundred and Twenty acres, according to the official
 Plat of the survey of the Public Lands, as made by
 the United States Surveyor General for the District of Nevada,
 which said tract has been purchased by the said
 George Edwin Cox. Therefore know ye, That the State of Nevada,
 in consideration of the premises, and in conformity with the
 Act of the Legislature in such cases made and provided,
 has given and granted, and by these presents does give
 and grant unto the said George Edwin Cox and to his
 heirs, the said tract above described, to have and to
 hold the same, together with all rights, privileges,
 immunities and appurtenances of whatever nature thereunto
 belonging unto the said George Edwin Cox and to his
 heirs and assigns forever: provided, that all mines of gold,
 silver copper, lead, zinc, and other valuable minerals
 that may exist in the said tract and, also, a right of
 way for ditches, tunnels and telephone and transmission
 lines constructed by authority of the United States, are
 hereby expressly reserved. In Testimony whereof, I, D. S. Dickerson,
 Acting Governor of the State of Nevada, have caused these
 letters to be made patent, and the great Seal of State
 to be hereunto affixed. Given under my hand at Carson
 City, the Twenty-Seventh day of April 1908.

(Seal)

By the Governor

D. S. Dickerson, Governor of the State of Nevada
 Lieutenant & Acting Governor of the State of Nevada
 W. C. Douglas, Secretary of State

15 DEED 410
12/19/1909

C. L. Dundy, State Land Register
 Endorsed. Land Patent No. 6126. 120 acres. Issued to
 George Edwin Cox. Office of Secretary of State Carson City,
 Nevada. April 27, 1908. Recorded in Volume 11 at page
 391. W. L. Douglass, Secretary of State. By Deputy
 Recorded at the request of G. Cox. Dec. 9th A. D. 1909
 at 5 mins past 10 A. M.

C. L. Dundy, State Land Register

The State of Nevada

No. 3265.

To

George Edwin Cox

Application No. 14671.

120 acres

Patent No. 5980.

The State of Nevada.

Do all to whom these presents shall come, greeting—
 Whereas, George Edwin Cox of Churchill County, Nevada has
 deposited with the Register of the State Land Office at
 Carson City the state Treasurer's Receipt, whereby it appears
 that full payment has been made by the said George
 Edwin Cox, according to the provisions of an act of the
 Legislature, approved March 12, 1885, entitled an act to
 provide for the selection and sale of lands that have
 been or may hereafter be granted by the United States to
 the State of Nevada; and the Acts amendatory thereof and
 supplementary thereto for the South half of the south west
 quarter of Section twenty-seven (27) and the North East
 quarter of the North West quarter of Section Thirty-four
 (34) Township Twenty-four (24) North, Range Fifty-four
 (54) East Mount Diablo Base and Meridian, containing
 One Hundred and Twenty acres, according to the Official
 Plat of the survey of the Public Lands, as made
 by the United States Surveyor General for the District
 of Nevada, which said tract has been purchased
 by the said George Edwin Cox. Therefore, know ye, that
 the State of Nevada, in consideration of the premises, and
 in conformity with the Act of the Legislature in such
 cases made and provided has given and granted, and
 by these presents does give and grant unto the said George
 Edwin Cox and to his heirs, the said tract above
 described, to have and to hold the same, together with
 all rights, privileges, immunities and appurtenances of
 whatever nature thereunto belonging, unto the said
 George Edwin Cox and to his heirs and assigns
 forever; provided, that all mines of gold, silver,
 copper, lead, zinc, and other valuable minerals

EXHIBIT 88

quite
to
in City,
page
Deputy
D. 1907

that may exist in the said tract, and, also, a right
of way for ditches, tunnels and telephone and
transmission lines constructed by authority of the United
States, are hereby expressly reserved. In testimony whereof,
I John Sparks, Governor of the state of Nevada, have caused
these letters to be made patent, and the Great Seal of State
to be hereunto affixed. Given under my hand at Carson
City, the Fifth day of August 1907.

Seal By the Governor -

John Sparks, Governor of the state of Nevada
W. S. Douglas, Secretary of State
E. D. Kelly, State Land Registrar

Endowed-Land Patent. No 5980- 120 acres. Issued - to
George Edwin Cox, Office of Secretary of state Carson City,
Nevada. August 7, 1907. Recorded in volume 11, at page
245. W. S. Douglas, secretary of state. by J. W. Legate Deputy
Recorded at the request of G. Cox Dec. 9th A.D. 1909 at
5 mins past 10 A.M.

Chapman Record

John Beatty

No 3267

Mrs. M. Delaney

This Indenture, Made the ninth day of December one
thousand nine hundred and nine, Between John Beatty
of Eureka, Eureka County, State of Nevada the party of
the first part, and Mrs. M. Delaney of the town County and
State aforesaid the party of the second part, Witnesseth: That
the said party of the first part, in consideration of the sum
of one (\$1.00) Dollars, lawful money of the United States of
America, to him in hand paid, by the said party of
the second part, the receipt whereof is hereby acknowledged,
does by these presents grant, bargain and sell, with
the said party of the second part, and to her heirs and
assigns forever: all that certain lot, piece or parcel of
Land situate in the town of Eureka County of Eureka
State of Nevada and bounded and described as follows:
to-wit: Lot 24 Block 77, of the McLeay Survey of the town of
Eureka, County of Eureka, State of Nevada and known as
the John Beatty house. Together with the tenements, her-
editaments and appurtenances therunto belonging or
appertaining; and the mansion and messuages, re-
mainder and remainders, rents, issues and profits
thereof. To have and to hold the said premises together
with the appurtenances, unto the said party of the second
part and to her heirs and assigns forever.

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EXHIBIT 89

1908

Patented *April 27, 1908.*
Application No. *16978*
Completed Sale *120* Acres.

Forfeited Acres
Withdrawn Acres
W List No. *13.* *120* Acres
List No. Acres
Contract No. Acres
Contract No. Acres
Patent No. *6176* *120* Acres

George Edwin Cox
Received *MAR 14 1908* at *U.S.A.M.*
125 Payment. \$ *80.00.*
Filed *MAR 14 1908* at *A.T.P.M.*
C. O'Keefe
By C. O'Keefe Land Register

REMARKS:
2nd & full payment by
George Edwin Cox
Quincy, Nevada


EUREKA CO.



Diamond Valley Nev.
March, 1908.

To E. D. KELLEY, Register of the Nevada State Land Office:

I, George Edwin bot, of Eureka County, State of Nevada, being a legal applicant, do hereby apply, under the provisions of Section 8 of an Act entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," approved March 12, 1885, and the Acts amendatory thereof and supplementary thereto, to purchase the following described land in Eureka County:

Leave this Space Blank.	DESCRIPTION.	SECTION.	TOWNSHIP.			RANGE.			Leave this Space Blank.	
			North.	South.	East.	Grant.	Selection List.	Approved List.		
10514	S. E 1/4 of N. W. 1/4	34	24		54	2nd	242	13		
"	East 1/2 of S. W. 1/4	34	24		54	"	"	"		
	N. E. 1/4 of N. W. 1/4	3	23		54			U.S. land.		
	of									
	of									
	of									
	of									
	of									
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Mount Diablo Base and Meridian, containing 160 1/4 acres, according to the returns of the United States Surveyor-General, for which I agree to pay the State of Nevada at the rate of one dollar and twenty-five cents (\$1.25) per acre in United States currency.

Residence Diamond Valley Nevada
 Applicant's Postoffice address Eureka Nevada
 Sign applicant's name in full George Edwin bot
 By _____, Agent.

If the Agent is to be notified fill in the Agent's Postoffice address _____

First payment, \$ 30.00 (One-fifth of the purchase price, for other than timber lands. The whole purchase price is payable for timber lands.)

U. S. Land Office fees, \$ _____ (Two dollars for each 160 acres or fractional part thereof.)

NOTE—The applicant must be a citizen of the United States, or one who has declared his intention to become such. The term "citizen" is held to mean and include females of lawful age.

EXHIBIT 90

PATENTED FEB - 4 1918

Application No. 18363
PATENTED 40 Acres

Forfeited _____ Acres

Withdrawn _____ Acres

R.M. List No. 12 40 Acres

_____ List No. _____ Acres

Contract No. 13765 40 Acres

Contract No. _____ Acres

Patent No. 8969 40 Acres

New Craft.

Received FEB 2 - 1910 at 12 P.M.
1st Payment \$ 10.00

Filed FEB 2 - 1910 at 3 P.M.

C. G. Deady
Land Register.

B. H. Harris
Deputy Land Register.

REMARKS:

Receipt herein.

23134

EXHIBIT 91

are described as follows to-wit: Personal Property, furniture, fixtures etc, tools and machinery, two work horses, wagons etc. Improvements, boarding house, blacksmith shop, assay office, stable, cabin and tents at the mine together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To have and to hold the said property and improvements with the appurtenances unto the said party of the second part, his heirs and assigns forever as fully and absolutely as the said County Treasurer and ex-officio Tax Receiver may, can or ought to by virtue of the statute in such cases made and provided.

In witness whereof the said party of the first part has hereunto set his hand and seal, the day first above dated.

R McCharles (seal)

Treasurer and ex-officio Tax Receiver of Eureka County Nevada

State of Nevada }
County of Eureka } ss

On this 27th day of July A D 1910 personally appeared before me, R McCharles, the within named Treasurer and ex-officio Tax Receiver of Eureka County State of Nevada, known to me to be the same person whose name is subscribed to the within instrument, and he acknowledged to me that he as such Treasurer and ex-officio Tax Receiver of said Eureka County executed the same freely & voluntarily and for the uses and purposes therein 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 State of Nevada the day and year in this certificate first above written.

(Notary Seal)

H McTerney

Notary Public

Recorded at the request of J W Ebert July 27, A D 1910 at 15 mins past 10 am

C Newman

Recorder

The State of Nevada
to

3824.

Nelo Toft Application no 4756 Patent no 6504 16, Area
The State of Nevada

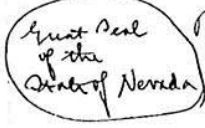
To all to whom these presents shall come, Greeting:
Whereas Nelo Toft of Eureka County Nevada has deposited with the Register of the State Land Office at Carson City the State Treasurers Receipt, whereby it appears that full payment has been made by the said George W Toft, according to the provisions of an Act

of the Legislature approved March 12, 1885 entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada and the Acts amendatory thereof and supplementary thereto" and in obedience to an order of the District Court of the Third Judicial District Court of the State of Nevada, in and for the County of Eureka, in the matter of the application of Nels Toft for an order directing the State Land Register to issue patent in his name, made June 29th, 1910, for the north half of the North east quarter of Section nine (9) and the south half of the South East quarter of Section Four (4), Township Twenty three (23) North Range Fifty four (54) East. Mount Diablo Base + meridian, containing one hundred and sixty acres, according to the Official Plat of the survey of the Public Lands, as made by the United States Surveyor-General for the District of Nevada, which said tract has been purchased by the said Nels Toft.

Therefore know ye, that the State of Nevada, in consideration of the premises and in conformity with the Act of the Legislature in such cases made + provided, has given and granted, and by these presents does give and grant unto the said Nels Toft and to his heirs, the said tract above described, to have and to hold the same, together with all rights, privileges, immunities and appurtenances of whatever nature thereunto belonging, unto the said Nels Toft and to his heirs and assigns, forever; provided, that all mines of gold, silver, copper, lead, cinnabar, and other valuable minerals which may exist in the said tract are hereby expressly reserved.

In testimony whereof I, D. Dickerson, Lieutenant and Acting Governor of the State of Nevada have caused these letters to be made patent, and Great Seal of State to be hereto affixed.

Given under my hand at Carson City, the 22nd day of July, 1910
 D. D. Dickerson
 Lieutenant and Acting Governor of Nevada



By the Governor:
 W. J. Douglas
 Secretary of State
 C. S. Deady
 State Land Register

Endorsed: Land Patent No 6504 = 160 Acres Issued to Nels Toft

16 DEED 564
8/6/1910

Office of Secretary of State Carson City, Nevada July 23d, 1910
 Recorded in Volume 12 at page 474 W. G. Douglas Secretary of State
 By J. W. Legate Deputy
 Recorded at the request of Nels Toft Aug 6 AD 1910 at 30 min past 4 pm
 C. H. Gorman Recorder

3825

The State of Nevada Application no 11969 Patent no 6805, 120 acres
 to
 Nels Toft

The State of Nevada

To All to Whom These Presents Shall Come Greeting: - Whereas
 Nels Toft of Eureka County, Nevada has deposited with the Register
 of the State Land Office at Carson City the State Treasurers Receipt
 whereby it appears that full payment has been made by
 the said Nels Toft according to the provisions of an Act
 of the Legislature, approved March 12, 1885, entitled "An Act
 to provide for the selection and sale of lands that have been or
 may hereafter be granted by the United States to the State of
 Nevada" and the Acts amendatory thereof and supplementary
 thereto, for the and in obedience to an order of the District Court
 of the Third Judicial District of the State of Nevada, in and
 for the County of Eureka in the matter of the application of Nels
 Toft for an order directing the State Land Register to issue patent in
 his name, made June 29, 1910, for the North half of the South West
 quarter of Section Three (3) and the South East quarter of the North
 East quarter of Section Four (4), Township (23) North, Range Fifty
 four (54) East Mount Diablo Base and Meridian, containing
 one hundred and twenty acres, according to the official Plat
 of the survey of the Public Lands, as made by the United States
 Surveyor-General for the District of Nevada which said
 tract has been purchased by the said Nels Toft. Therefore
 I know Ye, that the State of Nevada, in consideration of the
 premises, and in conformity with the Act of the Legislature
 in such cases made and provided, has given and granted
 and by these presents does give and grant unto the said
 Nels Toft and to his heirs, the said tract above described,
 to have and to hold the same, together with all rights,
 privileges immunities and appurtenances of whatever nature
 thereto belonging unto the said Nels Toft and to his heirs
 and assigns, forever, provided, that all mines of gold,
 silver, copper, lead, cinnabar, and other valuable minerals
 which may exist in the said tract are hereby expressly reserved
 In Testimony Whereof, I, J. D. Dickerson, Lieutenant and

EXHIBIT 92

16 DEED 564
8/6/1910

Office of Secretary of State Carson City, Nevada July 23d, 1910
 Recorded in Volume 12 at page 474 W. P. Douglas Secretary of State
 By J. W. Legate Deputy
 Recorded at the request of Nels Toft Aug 6, 1910 at 30 min past 4 pm
 C. H. Bowman Recorder

3825

The State of Nevada Application no 11969 Patent no 6805, 120 acres
 to
 Nels Toft

The State of Nevada

To all to whom these presents shall come greeting: - Whereas
 Nels Toft of Eureka County, Nevada has deposited with the Register
 of the State Land Office at Carson City the State Treasurers Receipt
 whereby it appears that full payment has been made by
 the said Nels Toft according to the provisions of an Act
 of the Legislature, approved March 12, 1885, entitled "An Act
 to provide for the selection and sale of lands that have been or
 may hereafter be granted by the United States to the State of
 Nevada" and the Acts amendatory thereof and supplementary
 thereto, for the and in obedience to an order of the District Court
 of the Third Judicial District of the State of Nevada, in and
 for the County of Eureka in the matter of the application of Nels
 Toft for an order directing the State Land Register to issue patent in
 his name, made June 29, 1910, for the North half of the South West
 quarter of Section Three (3) and the South East quarter of the North
 East quarter of Section Four (4), Township (23) North, Range Fifty
 four (54) East Mount Diablo Base and Meridian, containing
 one hundred and twenty acres, according to the official Plat
 of the survey of the Public Lands, as made by the United States
 Surveyor-General for the District of Nevada which said
 tract has been purchased by the said Nels Toft. Therefore
 Know Ye, that the State of Nevada, in consideration of the
 premises, and in conformity with the Act of the Legislature
 in such cases made and provided, has given and granted
 and by these presents does give and grant unto the said
 Nels Toft and to his heirs, the said tract above described,
 to have and to hold the same, together with all rights,
 privileges immunities and appurtenances of whatever nature
 hereto belonging unto the said Nels Toft and to his heirs
 and assigns, forever, provided, that all mines of gold,
 silver, copper, lead, cinnabar, and other valuable minerals
 which may exist in the said tract are hereby expressly reserved.
 In testimony whereof, I, D. D. Dickerson, Lieutenant and

Acting Governor of the State of Nevada, have caused these letters to be made patent and the Great Seal of State to be hereto affixed, Given under my hand at Carson City Nevada the 22d day of July, 1910.

W. B. Dickerson
Lieutenant & Acting Governor of Nevada

By the Governor:

Great Seal
of the
State of Nevada

W. P. Douglass - Secretary of State
C. S. Deady State Land Register

Endorsed: Land Patent No 6805, 120 Acres
Issued to Nels Toft Office of Secretary of State
Carson City, Nevada July 23d, 1910 Recorded in
Volume 12 at page 475 W. P. Douglass Secretary of State
By J. W. Legate, Deputy.

Recorded at the request of Nels Toft Aug 6, AD 1910 at 30 min past 4 pm
C. H. Norman Recorder

3828

R. M. Charles Co Treas

to

J. W. McNaughton

This Indenture made the 22nd day of July AD 1910 between R. M. Charles County Treasurer of Truckee County, State of Nevada and ex-officio Tax Receiver of said County, the party of the first part, and John McNaughton of Ruby Hill, Truckee County State of Nevada the party of the second part, Witnesseth, that whereas, the property and improvements hereinafter mentioned and described were duly assessed for the year AD 1909, and entered upon the assessment roll of the said County of Truckee, State of Nevada, to unknown owners for the sum of two $\frac{3}{100}$ dollars; that the amount of tax due from said unknown owners upon said property for said year was five cents (\$.05) dollars original tax, two (\$2.00) dollars penalty and costs making a total of two $\frac{05}{100}$ (\$2.05) dollars. That said tax for said year became delinquent and was duly entered upon the Delinquent Tax Roll of said county for said year, on the 6th day of December, 1909 and whereas, said party of the first part immediately after the last Monday in December, 1909 advertised said property and improvements for sale, according to law, to satisfy the said tax, penalty and costs. Upon the third Monday in January, 1910 being the 17th day of said month, said tax, penalty and costs still remaining delinquent and unpaid, said party of the first part, did, according to law and said notice of sale, offer said property and improvements for sale at public auction, at the front door of the Courthouse of said Truckee County, to the highest and best bidder for cash, to satisfy said taxes, penalty and costs then due and unpaid as aforesaid, and did then and there sell and

EXHIBIT 93

6/15/1912

May a. d. 1912, before me, C. J. Burton, a notary public in and for the County of Washoe, State of Nevada, personally appeared C. W. Conigshin, known to me personally to be the person who executed the foregoing instrument and he acknowledged to me that he 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 first above written in this certificate.



C. J. Burton
Notary Public.

Recorded at the request of C. J. Burton, June 11. a. d. 1912 at 25-minis past 4. P. M.

Edgar Eather, Recorder

File 9157

Andrew C. Little, and
Emma E. Sibble } quitclaim land.

Jorgen P. Jacobsen.

This indenture, made and entered into on this fourteenth day of June, a. d. nineteen hundred and twelve, by and between Andrew C. Little and Emma E. Sibble, wife of said Andrew C. Sibble, both of the County of Humboldt and State of Nevada, parties of the first part, and Jorgen P. Jacobsen of said County of Humboldt, party of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of ten dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell, convey, remise, release and forever quitclaim unto the said party of the second part, his heirs and assigns, all the right, title, interest, estate, claim, demand and right of whatsoever, with at law and in equity, and as well in possession as in expectancy, of the said

parties of the first part and either of them, of
in and to each and all of those certain lots
and parcels of land situated in the County
of Cowoka and State of Nevada, and more
particularly described as follows, to wit:

S. W. 1/4 of S. W. 1/4 of Section 10 Township 24 N. Range
54 E. M. D. M.:

S. W. 1/4 of N. E. 1/4 of Section 4 Township 24 N.
Range 54 E. M. D. M.:

S. 1/2 of N. E. 1/4 of Section 7 Township 24 N. Range
54 E. M. D. M. and, N. 1/2 of S. E. 1/4 of Section 7
Township 24 N. Range 54 E. M. D. M. and, also
each and all of the buildings, improvements
corrals and fencing thereon; and, also, each
and all of the water rights and uses of
water from Foot Springs Canon, Lairo Canon
and Wolf Canon, or elsewhere, including all
water improvements, works, dams and ditches,
therewith owned and enjoyed; and, also, all
growing crops thereon;

Together with all and singular the tenements,
incorporeal hereditaments and appurtenances thereunto
belonging, or in any wise appertaining, and
the rents, issues and profits thereof:

To have and to hold all and singular the
aforesaid property and premises, together
with the appurtenances, unto the said party
of the second part, his heirs and assigns, forever.
In witness whereof the said parties of the
first part have hereunto set their respective
hands and seals on this fourteenth day of
June a. d. nineteen hundred and twelve.

Andrew C. Little. (S.S.)

Emma C. Little. (S.S.)

Witness, J. J. McFarlin.

State of Nevada }
County of Cowoka } S.S.

On this 14th day of June, a. d.
1912, before me, J. McFarlin, County Clerk,
and ex-officio Clerk of the Third Judicial District
Court of the State of Nevada, in and for said
County, personally appeared Andrew C. Little

and Emma E. Little his wife, personally known to me to be the individuals described in and who executed the annexed instrument as further thereto, and acknowledged to me that they executed the annexed instrument as parties thereto, and acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned, and the said Emma E. Little, wife of the said Andrew E. Little having been by me first made acquainted with the contents of said instrument acknowledged to me, on examination apart from and without the hearing of her husband, that she executed the same freely and voluntarily without fear or compulsion, or undue influence of her husband, and that she did not wish to retract the execution of the same.

District
Court
Seal
Emmha
Nevada

For witness whereof, I have hereunto set my hand officially and affixed the seal of the said District Court, the day and year in this certificate first above written.

J. Mc. Chamber, County Clerk
and ex officio Clerk of the Third Judicial District
Court, Emmha County.

Recorded at the request of J. J. Mc. Chamber June
15, a. d. 1912 at 10 mins past 10. a. m.

Edgar Cather, Recorder
File no. 9157.

Chadwick & Sykes
to
Emmha Nevada Railway Co. } Secd.

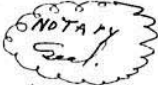
This Indenture, made the 18th day
of May, in the year of our Lord one thousand
nine hundred and twelve.

Between Chadwick & Sykes, Inc., of the
City and County of San Francisco, State of
California, the party of the first part and
the Emmha Nevada Railway Company, a
Corporation, organized and existing under
the laws of the State of Utah, the party
of the second part.

EXHIBIT 94

6/22/1912

of San Francisco, residing therein, duly commissioned and sworn, personally appeared *Franklin P. Bull* personally known to me to be the same person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said that he resides in the City and County of San Francisco, State of California, that he was present and saw Eugene Swaty, personally known to him to be the same person described in and who executed the said instrument sign, seal and deliver the same; and that the said Eugene Swaty, acknowledged in the presence of said affiant, that he executed the same, and that he, the said affiant subscribed his name as a witness thereto. In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco the day and year in this Certificate first above written.



Henry C. Diator
Notary Public.

In and for the City and County of San Francisco, State of California.

Recorded at the request of *Anna C. Swaty*
 June 22, a. d. 1912 at 21. mins past 4. P. M.
 Embroid: *Franklin P. Bull* & *Edgar Cather*, Recorder.
 Embroid: *H. C. Witherspoon*, attorney-at-law, 804-6
 Pacific Bldg., San Francisco, Cal.

File no. 9161.

Application No. 11894. Patent No. 7274. 40 acres
 The State of Nevada
 To

Andrew C. Little.

To all to whom these Presents shall come, greeting:

Whereas *Andrew C. Little* of Esureba County Nevada, has deposited with the Register of the State Land Office at Carson City the State Treasurer's Receipt whereby it appears that full payment has been made by

the said Andrew C. Little, according to the provisions of an act of the Legislature, approved March 12, 1885, entitled "An act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada and the acts amendatory thereof and supplementary thereto, for the South west quarter of ^{the section} Section Ten (10), Township Twenty four (24) North, Range Fifty four (54) East, Mount Diablo Base and Meridian, containing forty acres, according to the official plat of the survey of the Public Lands, as made by the United States Surveyor-General for the District of Nevada, which said tract was purchased by the said Andrew C. Little.

Therefore, know ye, that the State of Nevada, in consideration of the premises, and in conformity with the act of the Legislature in such cases made and provided, has given and granted, and by these presents do give and grant unto the said Andrew C. Little and to his heirs, the said tract above described, to have and to hold the same, together with all right privileges, immunities and appurtenances of whatever nature thereunto belonging, unto the said Andrew C. Little, and to his heirs and assigns, forever; provided, that all mines of gold, silver, copper, lead, zinc, and other valuable minerals which may exist in the said tract are hereby expressly reserved.

In Testis my hand and Seal, I, Frank D. A. Oddie, Governor of the State of Nevada, have caused these letters to be made patent, and the Great Seal of State to be hereunto affixed. Given under my hand at Carson City, the twenty-seventh day of May, 1912.

Frank D. A. Oddie

Governor of Nevada

By the Governor:

EXHIBIT 95

Book A Water locations

1 WATER 67
12/11/1912

amount of appropriation (1/10) acre with cubic feet per second.

General priority number on main stream. One (or with springs)

Priority number on _____

amount of Prior appropriation none

amount of equal priority none

date of appropriation a. d. 1875

Description of irrigated land none. Penack. The water from these springs is conveyed in pipe lines, which are joined above point of use.

most of the flow has been developed by a series of turnab, so that the amount of water now used, and herein allowed is far in excess of the original natural combined flow of the springs. For that reason, and also that the flow is joined before place of use, both sources are included in our certificate.

Description of use Domestic, mining and milling. The right to water hereby determined is limited to domestic, town supply, mining and milling purposes, and the use is restricted to the place where acquired and to the purpose for which acquired.

In testimony whereof, I, W. M. Kearney, State Engineer of Nevada, have hereunto set my hand and the seal of my office, this 22nd day of November, a. d. 1912.

W. M. Kearney, State Engineer.

Recorded and filed at the request of W. M. Kearney this 11 day of December 1912.

Edgar C. Carter, Recorder.

C. O. Jones

12/11/1912

State of Nevada
Certificate of appropriation of water.

Proof no. 21110. Certificate filed no. 26. Page 36. Jacobson, Jorgen P. Jacobson was presented to the State Engineer of the State of Nevada. Proof of appropriation of water from Lake Canyon through the Jacobson ditch for irrigation (and domestic) purposes, the point of diversion being and lying in the S.E. 1/4 of N.E. 1/4 of Sec. 7, T. 24 N. R. 54 E. M. D. R. T. M. Esmeralda County, State of Nevada.

It was found that the State Engineer under the provisions of Section 18, Chapter XVIII, Statutes of 1907, was determined the amount of water appropriation as follows:

name of appropriator Jorgen P. Jacobson.

Postoffice address Bishop Esmeralda Co., Nevada.

amount of appropriation (21.35) County one and 25/100 acres.

Book A ^{Water} Locations

1 WATER GR
12/11/1912

S. O. Jensen

General priority number on main stream --- none ---
 Priority number on --- ---
 amount of prior appropriation --- none ---
 amount of equal priority --- none ---
 date of appropriation --- a. d. 1875 ---
 description of irrigated land 6.0 acres in the S. 1/4
 of N.E. 1/4 of Sec. 9, and 15.25 acres in the N.E. 1/4 of
 S.E. 1/4 of Sec. 9, all in T. 24 N. R. 54 E. M. D. S. 4 M.
 description of use other than irrigation, stock raising
 and domestic purposes
 The right to water hereby determined is limited to
 irrigation, stock raising and domestic purposes,
 and the use is restricted to the place where
 acquired and to the purpose for which acquired
 and is dependent upon beneficial use of such
 water.

In testimony whereof I W. M. Kearney, State
 Engineer of Nevada, have hereunto set my hand
 and the seal of my office, this 22nd day of November
 a. d. 1912.

(Signature) W. M. Kearney
 State Engineer

Forwaded at the request of W. M. Kearney, then U. S. 4/11/12
 at 7:00 P. M. Edgar C. Fisher, Forwader
 Title 9805

Proof No. 81111. Certificate Fund No. 37. Sub 2. Page 37.

The State of Nevada
 Certificate of appropriation of water
 Whereas, Jürgen P. Jørgensen, was presented to the State
 Engineer of the State of Nevada Proof of appropriation of
 water from Pop Springs Canyon through the
 Jørgensen ditch for irrigation (and domestic) purposes,
 the point of diversion being said lying in Sec. 2 of
 T. 24 N. R. 54 E. M. D. B. + D. Esmeralda County, State of
 Nevada.

Now known that the State Engineer under the
 provisions of Section 18 Chapter XVIII, Statute of 1907, has
 determined the amount of such appropriation as follows:

Name of appropriator Jürgen P. Jørgensen
 Post office address Birch, Esmeralda Co. Nevada
 amount of appropriation (36) Thirty-two acres
 General priority number on main stream --- none ---
 Priority number on --- ---
 amount of prior appropriations --- none ---
 amount of equal priority --- none ---
 date of appropriation --- a. d. 1897 ---
 description of irrigated land 5.3 acres in det. 2
 2.9 acres in det. 3, and 27.8 acres in the S.E. 1/4
 of N.W. 1/4 and the S.W. 1/4 of N.E. 1/4, all in Sec. 4, T. 24 N.
 R. 54 E. M. D. B. + D.

EXHIBIT 96

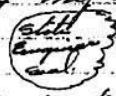
Book A ^{Water} Locations

1 WATER 18
12/11/1912

Engrd S.P. Jones

General priority number on main stream one
 Priority number on -----
 amount of prior appropriation none
 amount of equal priority none
 date of appropriation a.d. 1875
 description of irrigated land 6.0 acres in the S 1/2 of N.E. 1/4 of Sec 9, and 15.25 acres in the N.E. 1/4 of S.E. 1/4 of Sec 9, all in T. 24 N.R. 54 E.M.D. 8 & 7 M.
 description of use other than irrigation, stock raising and domestic purposes
 the right to water hereby determined is limited to irrigation, stock raising and domestic purposes, and the use is restricted to the place where acquired and to the purpose for which acquired and is dependent upon beneficial use of such water.

In testimony whereof I, W. M. Kearney, State Engineer of Nevada, have hereunto set my hand and the seal of my office, this 22nd day of November a.d. 1912.



W. M. Kearney
 State Engineer

Forsook at the request of W. M. Kearney then 11 a.m. at 7:00 P.M.
 Edger Cathers, Forsook
 Title 9805

Prof 700,01111. Certificate Filed No. 37. Sub 2. Page 37.

The state of Nevada

Certificate of appropriation of water

Thomas Jackson Jackson, was presented to the State Engineer of the state of Nevada Proof of appropriation of water from Box Springs Canyon through the Jackson ditch for irrigation (and domestic) purposes the point of diversion being and lying in lot 2 of Sec 4, T. 24 N.R. 54 E. M.D. 8 & 7 M. Humboldt County, State of Nevada.

Now known that the State Engineer, under the provisions of section 18 Chapter XVIII, Statutes of 1907, has determined the amount of such appropriation as follows:

Name of appropriator Thomas Jackson
 Post office address Beidy, Humboldt Co. Nevada
 amount of appropriation (36) Thirty-six acres
 General priority number on main stream one
 Priority number on -----
 amount of prior appropriation none
 amount of equal priority none
 date of appropriation a.d. 1877
 description of irrigated land 5.3 acres in lot 2, 2.9 acres in lot 3, and 27.8 acres in the S.E. 1/4 of N.W. 1/4 and the S.W. 1/4 of N.E. 1/4, all in Sec 4, T. 24 N., R. 54 E. M.D. 8 & 7 M.

EXHIBIT 97

Book 1 Water Locations

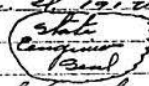
12/11/1912

Description of use other than irrigation stock watering and domestic purposes.

Approved F.F. Jones

The right to water hereby determined is limited to irrigation, stock watering and domestic purposes, and the use is restricted to the place where acquired and to the purpose for which acquired, and is dependent upon beneficial use of such water.

In witness whereof I, W. M. Kearney, State Engineer of Nevada, have hereunto set my hand and the seal of my office this 22nd day of November, A.D. 1912.



W. M. Kearney, State Engineer

Given and filed for at the request of W. M. Kearney this 11 day of December, 1912 at 3 o'clock P.M.

Edgar Carter, Recorder
Vol. 9806

State of Nevada }
to } Prof. No. 01114, Certificate Filed No. 28
Nels Trift } Book 2, Page 38.

The State of Nevada
Certificate of appropriation of water
where Nels Trift was presented to the State Engineer of the State of Nevada Proof of appropriation of water from Spear Canyon, through the Trift ditch for irrigation, stock (and domestic) purposes, the point of diversion being and lying in the SW 1/4 of SW 1/4 of Sec. 11, T. 23, N.R. 54 E, M. D. B. Y. M. and being 5.4254' E. 116.5 feet from the 1/4 cor. between Secs. 10 and 11, T. 23, N. R. 54 E, M. D. B. Y. M. Esmeralda County, State of Nevada, Nevada, that the State Engineer, under the provisions of Section 12, Chapter XVII, Statute of 1907 was determined the amount of water appropriation as follows:

Name of appropriator Nels Trift
Post office address Birch, Esmeralda Co. Nevada.
Amount of appropriation (60) Trift + open acres.
General priority number on main stream - One
Priority number on - - - - -
Amount of River appropriations - None - - - - -
Amount of equal priority - - - None - - - - -

Date of appropriation, a. d. 1880
Description of irrigated land 276 acres in the NE 1/4 of Sec. 7, and 224 acres in the NW 1/4 of Sec. 10, alias T. 23, N. R. 54 E, M. D. B. Y. M.
Description of use other than irrigation, stock watering and domestic purposes.
The right to water hereby determined is

Book 1 Water Locations

1 WATER 70
12/10/1912

Edgar C. Fisher

Edgar C. Fisher

limited to irrigation, stock-raising and domestic purposes and the use is restricted to the place where acquired and to the purpose for which acquired and is dependent upon beneficial use of such water.

And testimony subscribed by W. M. Kearney, State Engineer of Nevada, under his hand and seal of my office, this 23rd day of November 1912.

W. M. Kearney
State Engineer.

Recorded and filed at the request of W. M. Kearney
this 11th day of December 1912.

Edgar C. Fisher
Title 9, 807

State of Nevada }
to } Prof. W. O. H. 5. Certificate of Land No. 37
Sub. Tract } Book 2, Page 37

The State of Nevada
Certificate of appropriation of water
wherein Sub. Tract was presented to the State
Engineer of the State of Nevada Proof of appropriation
of water from Tract Spring through the Tract
ditches for irrigation (and domestic) purposes,
the points of diversion being and being in the
N.E. 1/4 of S.E. 1/4 of Sec. 3, and the N.W. 1/4 of S.E. 1/4 of
Sec. 3 in T. 23 N. R. 24 E. M. D. B. Y. M. Esmeralda County,
State of Nevada.

and from you that the State Engineer, under the
provisions of Section 18, Chapter 24, 111, Statutes of
1917, has determined the amount of such appropriation
as follows:

Name of appropriator Sub. Tract
Potter, Edgar Esmeralda Co. Nevada
Amount of appropriation (148.30) One hundred
forty-eight and 3/10 acres.

Senior priority number on main stream One
Priority number on
Amount of prior appropriations none
Date of appropriation a. d. 1880.

Description of irrigated land 21.8 acres in the N.E. 1/4
of Sec. 9, 23.18 acres in N. 1/2 of N.W. 1/4 of Sec. 10,
59.97 acres in the S.W. 1/4 of Sec. 3, 17.34 acres in
the S.E. 1/4 of Sec. 3, 16.11 acres in the S. 1/2 of
N.W. 1/4 of Sec. 3, all in T. 23 N. R. 24 E. M. D. B. Y. M.

Description of use other than irrigation, stock
raising and domestic purposes.
The right to water hereby determined is limited
to irrigation, stock raising and domestic purposes.

**IN THE MATTER OF THE DETERMINATION OF THE RELATIVE
RIGHTS IN AND TO ALL WATERS, BOTH SURFACE AND
UNDERGROUND, LOCATED WITHIN DIAMOND VALLEY,
HYDROGRAPHIC BASIN NO. 10-153, EUREKA AND ELKO COUNTIES,
STATE OF NEVADA**

**Exhaustive Chain of Title and Exhibits in Support of
Proofs of Vested Water Rights
Appurtenant to the Diamond Springs Ranch
Eureka County, Nevada
Daniel S. Venturacci, Owner of Record**



VOLUME II OF II

*Prepared by:
Ramona Hage Morrison
Agent for Daniel S. Venturacci*

EXHIBIT 98

Book 1 Water Locations

1 WATER 70
12/10/1912

Empire of

Empire of

limited to irrigation, stock watering and domestic purposes, and the use is restricted to the place where acquired and to the purpose for which acquired, and is dependent upon beneficial use of such water.

And testimony subscribed by W. M. Kearney, State Engineer of Nevada, have been set forth and the seal of my office, this 23rd day of November 1912

W. M. Kearney
State Engineer

Given and filed at the request of W. M. Kearney this 18 day of December 1912.

Edgar Cathers, Recorder
Title 1907

State of Nevada }
to } Prof. No. 01115 Certificate Filed No. 37
Nels Toft } Book 2 Page 29

The State of Nevada
Certificate of appropriation of water
whereas Nels Toft has presented to the State Engineer of the State of Nevada Proof of appropriation of water from Toft Spring through the Toft ditches for irrigation (and domestic) purposes, the points of diversion being and lying in the N.E. 1/4 of S.E. 1/4 of Sec. 3, and the N.W. 1/4 of S.E. 1/4 of Sec. 3 in T. 23 N. R. 54 E. M. D. B2 M. Esmeralda County, State of Nevada.

And from you that the State Engineer, under the provisions of sections 18, Chapter 2, III, Statutes of 1907, has determined the amount of such appropriation as follows:

Name of appropriator Nels Toft
Post office address Toft, Esmeralda Co. Nevada.
Amount of appropriation (148.30) One hundred forty eight and 3/10 acres.

Senior priority number on main stream - One
Priority number on -
Amount of prior appropriations none
Date of appropriation a. d. 1880.

Description of irrigated land 21.8 acres in the N.E. 1/4 of Sec. 9, 23.18 acres in N. 1/2 of N.W. 1/4 of Sec. 10, 59.97 acres in the S.W. 1/4 of Sec. 3, 17.34 acres in the S.E. 1/4 of Sec. 3, 16.11 acres in the S. 1/2 of N.W. 1/4 of Sec. 3, all in T. 23 N. R. 54 E. M. D. B2 M.

Description of use other than irrigation, stock watering and domestic purposes
The right to water hereby determined is limited to irrigation, stock watering and domestic purposes.

Book 1 Water Locations 1 WATER 71
12/11/1912

and the use is restricted to the place where acquired and to the purpose for which acquired, and is dependent upon beneficial use of such water.

In testimony whereof I W. M. Kearney, State Engineer of Nevada, have hereunto set my hand and the seal of my office, this 25th day of November, A. D. 1912.

W. M. Kearney
State Engineer.

Given and filed at the request of W. M. Kearney this 18 day of December 1912.

Edgar E. Cather, Recorder
1888.

State of Nevada }
to } Prof. W. O. H. S. Certified Engineer.
W. M. Toft } Book 2, Page 40.

The State of Nevada
Certificate of Appropriation of Water
Whereas W. M. Toft was presented to the State Engineer of the State of Nevada Proof of Appropriation of Water from Toft Springs through the Toft ditch for irrigation (and domestic) purposes, the point of diversion being and lying in the NE 1/4 of SE 1/4 of Sec. 3, T. 23 N., R. 24 E., N. D. 84 M., Esmeralda County, State of Nevada

now known as that the State Engineer, under the provision of Section 18 Chapter XVIII, Statute of 1912 was determined the amount of such appropriation as follows:

Name of appropriator W. M. Toft.
Post office address Toft, Esmeralda Co. Nevada
Amount of appropriation (a) 51/2 and 3/10 acres
Stream priority number on main stream Two

Priority number one
Amount of prior appropriation (148.3) One hundred forty-eight and 3/10 acres

Amount of equal priority --- none ---
Date of appropriation A. D. 1911.

Description of irrigated land 2.76 acres in the NE 1/4 of SE 1/4 and 2.24 acres in the N. W. 1/4 of SE 1/4 of Sec. 3, in T. 23 N. R. 24 E. N. D. 84 M.

Description of use other than irrigation stock raising and domestic purposes.

Usage of water hereby determined is limited to irrigation, stock raising and domestic purposes and the use is restricted to the place where acquired and to the purpose for which acquired, and is dependent upon beneficial use of such water.

C. E. Kearney

EXHIBIT 99

Book 1 Water Locations 1 WATER 71

12/11/1912

and the use is restricted to the place where acquired and to the purpose for which acquired, and is dependent upon beneficial use of such water.

In testimony whereof I W. M. Kearney, State Engineer of Nevada, have written at my hand and the seal of my office, this 25th day of November, A. D. 1912.

W. M. Kearney
State Engineer.

Given and filed at the request of W. M. Kearney this 10 day of December, 1912.

Edgar Cather Recorder
1912

State of Nevada }
to } Prof. W. O. H. S. Certificate of Land No. 100.
W. M. Toft } Book 7, Page 40.

The State of Nevada
Certificate of Appropriation of Water
wherein W. M. Toft was presented to the State
Engineer of the State of Nevada Proof of appropriate
of water from Toft Springs through the Toft
ditch for irrigation (and domestic) purposes, the point
of diversion being and lying in the NE 1/4 of S.E. 1/4
of Sec. 3, T. 23 N. R. 54 E. N. D. 84 M. Humboldt County
State of Nevada

From Sec. 42 that the State Engineer, under the provision
of Section 14 Chapter XVIII Statute of 1912 was determined
the amount of such appropriation as follows:

- Name of appropriator W. M. Toft.
- Post office address Big Springs, Humboldt Co. Nevada
- Amount of appropriation (a) Six and 0/10 acres
- Ground priority number on main stream Two
- Priority number on _____
- Amount of price appropriation (148.2) One hundred
forty-eight and 3/10 acres
- Amount of equal priority --- was ---
- State of appropriation A. D. 1911.

Description of irrigated land 2.76 acres in the
NE 1/4 of S.E. 1/4 and 2.24 acres in the N.W. 1/4 of S.E. 1/4
of Sec. 3, in T. 23 N. R. 54 E. N. D. 84 M.

Description of use other than irrigation such
retaining and domestic purposes.
The right to water hereby determined is limited
to irrigation, stock watering and domestic
purposes, and the use is restricted to the place
where acquired and to the purpose for which
acquired, and is dependent upon beneficial
use of such water.

W. M. Kearney

Book 1 Water Locations

In testimony whereof I W. M. Kearney, State Engineer of Nevada, have hereunto set my hand and add the seal of my office, this 25th day of November a. d. 1912.

W. M. Kearney

W. M. Kearney
State Engineer

Given and filed at the request of W. M. Kearney this 11 day of December, 1912.

Edgar Coulter,
Recorder

Date 9.8.09

State of Nevada }
to } James Fogantini }
Prof. no. 21082, California General no. 41, Rank 2, Page 41.

The state of Nevada certifies of appropriation of water when James Fogantini was presented to the State Engineer of the State of Nevada Proof of appropriation of water from Snake Creek through the Fogantini Ditch for irrigation (and domestic) purposes, the point of diversion being and lying in the S.E. 1/4 of S.W. 1/4 of Sec. 36, T. 19 N. R. 54 E. M. D. B. & M. White Pine County, State of Nevada, Nevada. That the State Engineer under the provisions of Section 18, Chapter XVIII, Statute of 1907, has determined the amount of such appropriation as follows:

Name of appropriation James Fogantini.
Postal office address, Cambridge, Nevada, Nev. Nevada.
Amount of appropriation (85) Eighty-five and 0/100 cws.
General priority number on main stream One.
Priority number on _____
Amount of prior appropriation none.
Amount of equal priority none.

Date of appropriation 1st. 8. 1899.
Description of irrigated land 40.0 acres in the N. 1/2 of N.E. 1/4, and 15.0 acres in the E. 1/2 of N.E. 1/4 of Sec. 1, T. 19 N. R. 54 E. 20.0 acres in the S. 1/2 of S.E. 1/4, and 10.0 acres in the S.E. 1/4 of S.W. 1/4 of Sec. 36, T. 19 N. R. 54 E. M. D. B. & M.

Description of use other than irrigation Stock watering and domestic purposes.
The right to water hereby determined is limited to irrigation, stock watering and domestic purposes and the use is restricted to the place where acquired and to the purposes for which acquired and is dependent upon beneficial use of such water.

In testimony whereof I W. M. Kearney

W. M. Kearney

James Fogantini

EXHIBIT 100

ASSESSMENT BOOK OF THE PROPERTY OF EUREKA

ASSESSED TO ALL OWNERS, WHEN KNOWN

TAXPAYER'S NAME	Road District School District	DESCRIPTION OF PROPERTY							Number Acres Real Estate	Special Tax	Value Real Estate or Personal Claim	Imp on City		
		REAL ESTATE, OTHER THAN CITY AND TOWN LOTS; Subdivisions of Sections, or Metes and Bounds; City and Town Lots Improvements; Personal Property.		MT. DIABLO RANGE AND MEX.			CITY OR TOWN LOTS IN EUREKA:							
		Section	Twp. North	Range East	Fraction	Lot	Block	Division						
448 43 Clark, W. & Hunting		Fee Simple to Robert Wines Newburg, City Dist. 177 th sec							179 th		511			
44 Credo-Enrolled Minors		Personal Prop. Eugene W. Wines Impts: Impts & Structures at Wines Hill												
44 Cross, Mary A. 41 Lyon St. San Francisco		Prop. int. in & to following described lots situated in Enrolled County, 18 th NE th of NW th							18	31	52	40	50	
44 Cox, Geo. E.		Fee simple in & to following lots sit. Enroll. Dist. in Enroll. Co. S th of S th E th 70 th							27	24	52	80	130	
449 47									34	24	52	160	240	
Cleland, Wm. C. R. H. Peck Agt. S. F. Calif.		Prop. int. in & to following described lots sit. Enroll. Dist. in Enroll. County												
		SE th of SW th	17	24	50			40		50				
		S th of SE th	17					40		50				
		NE th of SE th	32	25	50			40		50				
		S th of SE th	32					40		50				
		NW th of SW th	34	33	50			40		50				
		S th of NW th	34					40		50				
		NE th of NE th	15	24	51			40		50				
		NW th of SW th	26					40		50				
		N th of SW th	15	27	52			40		50				
		N th of SE th	21					80		100				
		SE th of NE th	21					40		50				
		NE th of SW th	23					40		50				
		N th of SE th	20	29	52			80		100				
48		SE th of NW th	32					40		50				
Cardwell, Tom		Prop. int. in & to Impts: Impts. on Ruby Hill												

EXHIBIT 101

COUNTY, STATE OF NEVADA, FOR THE YEAR 1912

AND WHEN UNKNOWN, TO UNKNOWN OWNERS

Value of Improvements on Real Estate other than City or Town Lots	Value of Improvements on City and Town Lots	Value of Personal Property Exclusive of Money and Solvent Credits	Amount of Money and Solvent Credits	TOTAL VALUE	Value of Portion Inside City or Town Limits	Value of Portion Outside Town Limits	Total Value of all Property after Deductions (Changes by the Board of Assessors to be noted in this tab)	POLL TAX	TOTAL TAX	WHEN PAID	FIRST INSTALLMENT	WHEN PAID	REMARKS
		950											
250				1700	1700				2520				
		4700											
500				6500	6500			6	12220				P. J. P. Carlett Payable Chairman
		70360											
		17000											
2000													
2600													
2000													
165				135000	135000				2872640				1488000
250													
80540	8050	96000		1391000	1391000				2872640				



EXHIBIT 102

EXHIBIT 103

cases made and provided.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year first above dated.

R. McCharles (Seal)

Treasurer and ex-officio Tax Receiver of Eureka County, Nevada.

State of Nevada)
County of Eureka) ss

On this 4th day of September A.D. 1914 personally appeared before me, Edgar Eather County Recorder and ex-officio Auditor of Eureka County, State of Nevada, the within named Treasurer and ex-officio Tax Receiver of Eureka County, State of Nevada, known to me to be the same person whose name is subscribed to the within instrument, and he acknowledged to me that he as such Treasurer and ex-officio Tax Receiver of said Eureka County, 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, at my office in the Town and County of Eureka, State of Nevada, the day and year in this certificate first above written.

Edgar Eather, County Recorder & ex-officio Auditor.

(County Recorders Seal)

Recorded at the request of C. Jacobson Sept. 14 A.D. 1914 at 9 O'clock A.M.

Edgar Eather, Recorder.

--File 10723--

Eureka County, a municipal corporation)
to)
Hels Toft)

QUITCLAIM DEED.

THIS INDENTURE, Made the 4th day of September one thousand and nine hundred and fourteen,

BETWEEN Eureka County, a municipal corporation the party of the first part, and Hels Toft, of Eureka County, Nevada, the party of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of Thirty and no/100 Dollars, lawful money of the United States of America, to it in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby release and forever QUITCLAIM, unto the said party of the second part, and to his heirs and assigns, all those certain lots, pieces or parcels of land situate in the County of Eureka, State of Nevada, and bounded and described as follows, to-wit: S 1/2 of NW 1/4, and SW 1/2 of NE 1/4 of Section 10 Township 23 N, R. 54 E. N. D. B. & M; also Lot 4 of Section 3 and the SW 1/4 of NW 1/4 and Lots 1, 2 and 3 of Section 4, and SW 1/4 of Section 4 and SW 1/4 of Section 10, Township 23 N. R. 54 E. M. D. B. & M.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging, or appertaining, and the reversion and the reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered)
In the Presence Of.)

Eureka County Seal

By R. McCharles Seal

Treasurer and Ex-officio Tax Receiver of Eureka County.

State of Nevada
County of Eureka ss.

On this 5th day of September, A.D. 1914, personally appeared before me, a notary public, in and for Eureka County, R. McCharles, known to me to be the Treasurer and Ex-officio Tax Receiver of Eureka County, the municipal corporation that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as designated; that as such officer he is authorized by an order of the Board of County Commissioners of said

County to make the within described conveyance;and that said County executed said instrument freely and voluntarily and for the uses and purposes therein mentioned.

R. McCharles

Subscribed and sworn to before me

this 5th day of September, 1914.

(Notary Public Seal)

H.C. McTernoy
Notary Public.

Filed for Record at the request of G. Jacobson Sept. 14 A.D. 1914 at 5 min. past 9 o'clock A.M.

Edgar Eather, Recorder.

--File 10730--

Bernard Damele, Administrator of the

Estate of Emilio Boitano, Deceased,

to

James Vallerga.

ADMINISTRATOR'S DEED.

THIS INDENTURE made this 29th day of December, A.D. 1913, by and between Bernard Damele as the duly appointed, qualified and acting Administrator of the Estate of Emilio Boitano deceased, late of Eurola County, State of Nevada, the party of the first part, and James Vallerga, of the said County and State, the party of the second part,

WITNESSETH: That, whereas, on the 4th day of December, A.D. 1913, the District Court of the Third Judicial District of the State of Nevada, in and for the County of Eureka, made an order of sale authorizing the said party of the first part to sell certain real and personal property of the said deceased, situate in the County of Eureka, State of Nevada, and particularly described in the said order of sale, which said order is now on file in the said District Court, and is hereby referred to for greater certainty;

And Whereas, under and by virtue of said order of sale, the said party of the first part, on the 5th day of December A.D. 1913, did offer for sale and sell at private sale, subject to the confirmation of this court, to the said party of the second part, the real and personal property hereinafter particularly described for the sum of \$5500.00;

And whereas the said District Court, upon the due and legal return of said proceedings under said order of sale, and upon and upon due and legal hearing had of said return, did make an order confirming said sale and directing conveyances thereof to be made to the said party of the second part, and which said order of confirmation is on file and of record in the said Court, reference being hereby made to said order for greater certainty;

Now, THEREFORE, the said Bernard Damele, as administrator of the estate of Emilio Boitano, deceased, as aforesaid, the party of the first part, pursuant to the order last aforesaid of the said District Court, for and in consideration of the sum of Five Thousand Five Hundred and no/100 (\$5500.00) Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and conveyed, and by these presents does hereby grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns forever, all of the right, title and interest, and estate of the said Emilio Boitano deceased, at the time of his death, and also all the right, title and interest that the said estate, by operation of law or otherwise, may have acquired, other then or in addition to that of the said intestate at the time of his death, in and to all of those certain lots, pieces or parcels of land lying, being and situate in the County of Eureka, State of Nevada, and particularly described as follows, to-wit:

An undivided one-half interest in and to the SW $\frac{1}{2}$ of Section 1; the E $\frac{1}{2}$ of SE $\frac{1}{2}$ of Section 2; NE $\frac{1}{2}$ of NE $\frac{1}{2}$ of Section 11; W $\frac{1}{2}$ of NW $\frac{1}{2}$ of Section 12; SE $\frac{1}{2}$ of NW $\frac{1}{2}$ of Section 12; E $\frac{1}{2}$ of SW $\frac{1}{2}$ of Section 12; E $\frac{1}{2}$ of NW $\frac{1}{2}$ of Section 13, Township 24 N.R. 51 E., M.D.B. & M.; the N $\frac{1}{2}$ of NE $\frac{1}{2}$, the SE $\frac{1}{2}$ of NE $\frac{1}{2}$, of Section 34; SW $\frac{1}{2}$ of NW $\frac{1}{2}$ of Section 35; the S $\frac{1}{2}$ of NW $\frac{1}{2}$, the SW $\frac{1}{2}$ of NE $\frac{1}{2}$, and the NW $\frac{1}{2}$ of SE $\frac{1}{2}$ of Section 36, Tp. 25 N.R. 51 E., M.D.B. & M., containing 760 acres of land, more or less, together with all the

EXHIBIT 104

18 DEEDS 182
11/4/1916

Notary Public in and for the said City and County of San Francisco, State of California.
(Notary Seal) My Commission Expires June 30, 1919.

STATE OF CALIFORNIA,)
City and County of San Francisco.) ss.

On this 23rd day of October in the year One Thousand Nine Hundred and Sixteen before me Charles E. Reith a Notary Public, in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared Claudina Wollberg and Hermann Zadig, known to me to be the persons described in, whose names are subscribed to the within and annexed instrument, and they 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, at my office, in said City and County of San Francisco, the day and year last above written.

(Notary Seal)

Charles E. Reith
Notary Public in and for said City and County of San Francisco, State of California.

My commission expires June 30th 1919.

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

On this 21st day of October A.D. one thousand nine hundred and sixteen personally appeared before me, O.H. MACK, a Notary Public in and for said Washoe County W.E. Ernett Trustee Estate of Minnie D. Smith Ekt., known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

(Notary Seal)

O.H. MACK
Notary Public.

Recorded at the Request of J.B. Rebaletti Nov. 3 A.D. 1916 at 15 minutes past 11 A.M.

Edgar Eather, Recorder.

--File No. 11581--

THE UNITED STATES OF AMERICA)
TO) Land Patent.
JORGEN P. JACOBSEN.)

Elko 0776. THE UNITED STATES OF AMERICA,

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Elko, Nevada, has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant JORGEN P. JACOBSEN according to the provisions of the Act of Congress approved March, 3, 1877, entitled "An Act to provide for the sale of desert lands in certain States and Territories," as amended by the Act of March 3, 1891, for the Lots two and three and the southeast quarter of the northwest quarter of Section four in Township twenty-four north of Range fifty-four east of the Mount Diablo Meridian, Nevada, containing one hundred twenty-two and twenty-hundredths acres according to the Official Plat of the survey of the said land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches ^{OR} canals constructed by the authority

of the United States.

IN TESTIMONY WHEREOF, I, WOODROW WILSON President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed. GIVEN under my hand, at the City of Washington, the Twenty-First day of September in the year of our Lord one thousand nine hundred and sixteen and of the Independence of the United States the one hundred and Forty-First.

BY THE PRESIDENT: WOODROW WILSON

By M.P. LeRoy, Secretary,

L.Q.C. Lamar

Recorder of the General Land Office.

(General Land Office Seal)

RECORDED: PATENT NUMBER 546567

Recorded at the request of J.P. Jacobsen Nov. 4 A.D. 1916 at 10 minutes past 1 P.M.

Edgar Eather, Recorder.

--File 11604--

MARY WREN, Executrix, }
to }
P. PARONI. }

D E E D.

THIS INDENTURE made the 22nd day of November, 1916, between Mary Wren, Executrix of the Last Will and Testament of Thomas Wren, deceased, the party of the first part, and P. Paroni, of the County of Eureka, State of Nevada, the party of the second part.

WITNESSETH: That whereas said Mary Wren as said Executrix presented her petition to the District Court of the State of Nevada in and for the Second Judicial District, County of Washoe, asking said court to approve and order a sale of the property hereinafter described to P. Paroni for the sum of One Hundred Seventy Five Dollars, and whereas said Court did order and direct said sale to P. Paroni for the sum aforesaid, as provided by an act of the Legislature of the State of Nevada entitled "An Act to amend Section 124 of an Act entitled" An Act to regulate the Settlement of the Estates of deceased persons" Approved March 23, 1907.

NOW, THEREFORE, this indenture Witnesseth that the party of the first part in consideration of the sum of One Hundred Seventy Five Dollars, gold coin of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain and sell, remise and quitclaim, unto the said party of the second part, and to his heirs and assigns, all of her interest in that certain mining claim situated in the Eureka Mining District, County of Eureka, State of Nevada, bounded and described as follows, to-wit: Connelly lode-containing 1.69 acres situated in the Eureka Mining District, Eureka County, State of Nevada, Patent recorded in liber 9 of Deeds, page 445, Records of Eureka, County to which reference is hereby made for a further description of said Lode.

Together with all the rights, privileges and franchises thereto incident, appurtenant, and therewith usually had and enjoyed; and, also, all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

IN WITNESS WHEREOF the said party of the first part has hereunto set her hand the day and year first above written.

MARY WREN, Executrix of the Estate of
Thos Wren, deceased.

WITNESS: Marie Wren.

State of Nevada,)
County of Washoe.) s...

On this 29th day of November, A.D. 1916, before me N.J. Barry, a Notary Public, in and for the County of Washoe, State of Nevada, personally appeared Mary Wren, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Executrix of the estate of Thomas Wren, deceased, and she duly acknowledged to me that as such executrix she signed said instrument 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, at my office in said County and state, the day and year, in this certificate, first above written.

EXHIBIT 105

Book D Misc

D MISC 60
2/3/1917

--File 11719--

HELS TOFT
and
AGREEMENT TO SELL.
J.P.JACOBSON.

This agreement, made and entered into this 3rd day of March A.D. 1917, between HELS TOFT, of Birch, Eureka County, State of Nevada, the party of the first part, and J.P.JACOBSON, of Birch Eureka County, State of Nevada, the party of the second part,

W I T N E S S E T H:

That the said party of the first part, in consideration of the covenants and agreements on the part of the said parties of the second part, hereinafter contained, agrees to sell and convey unto the said party of the second part, and said party of the second part agrees to buy, all these certain lots and parcels of land, situate in the County of Eureka, State of Nevada, bounded and described as follows, to-wit:-

An undivided one half interest in and to the S $\frac{1}{2}$ of Section 3, and the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 10, and the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 9, and the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 4, and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, all in Township 23, N. Range 54 E.M.D.B.&M. all being patented lands, also,

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, and the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 3, and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, and the S $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of Section 9, and the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 10, all in Township 23 N, Range 54 E.M.D.B.&M, all being contract lands; also, Lots 1, 2 and 3, S $\frac{1}{2}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of Section 4, also, SW $\frac{1}{4}$ of Section 10, S $\frac{1}{2}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10, all in Township 23, N. Range 54 E.M.D.B.&M. being contract lands purchased at tax sale by said first party; known as and called the Diamond Spring Ranch.

Also an undivided one-half interest in and to all waters, water-rights, ditches, dams and reservoirs, including those from and appurtenant to Pete Spring, Teft Spring and Horse Canyon, or elsewhere, situate in or upon or about and used or connected with the above described premises;

Also an undivided one-half interest in and to all the following described personal property located in, upon, or about the above described premises in the County of Eureka, State of Nevada to-wit:-

All horses branded Quarter Circle L on left thigh; all cattle branded Quarter Circle L on left ribs, and marked with both ears pointed; all wagons, tools, automobile, and farming implements; and the above described branding iron;

Also an undivided one-half interest in and to the possessory interest in Lot 25, Block 37; also, the N $12\frac{1}{2}$ feet of Lot 24 in Block 37; also Lots 26 and 27 in Block 21; also, the N $12\frac{1}{2}$ feet of Lot 25, Block 21, together with improvements thereon and personal property therein contained, all in the town of Eureka, County of Eureka, State of Nevada.

For the sum of Nine Thousand (\$9000) dollars lawful money of the United States; and the said party of the second part agrees to pay to the said party of the first part, the said sum of Nine Thousand (\$9000) dollars, in lawful money of the United States, as follows, to-wit;

One Thousand (\$1000) dollars, in lawful money of the United States, on the execution of this contract; Three Thousand (\$3000) dollars, without interest, on or before the 1st day of November A.D. 1917, and the sum of Five Thousand (\$5000) dollars in lawful money of the United States with interest thereon at the rate of Five per cent per annum, on or before March 3rd, 1922. Interest payable annually.

And the said party of the second part agrees to pay one-half of all State and County taxes, or assessments of whatsoever nature, which are or may become due on the premises above described

In the event of a failure to comply with the terms hereof by the said party of the second part, the said party of the first part shall be released from all obligations in law or equity

to convey said property, and the said party of the second part shall forfeit all right the thereto.

And the said party of the first part, on receiving the said payment of Three Thousand (\$3000) dollars, on or before the 1st day of November 1917, agrees to execute and deliver to the said party of the second part a good and sufficient bill of sale conveying to said second party the title to an undivided one-half interest in and to all the above described cattle; and, upon receiving the said final payment of Five Thousand (\$5000) dollars on or before the 3rd day of March 1922, said first part agrees to execute and deliver to said party of the second part a good and sufficient deed conveying to said second party the title to an undivided one-half interest in and to the above described premises and real property free and clear of all encumbrances, and, also a bill of sale conveying an undivided one-half interest in and to all other personal property above mentioned.

And it is further mutually agreed between the parties hereto that all necessary expenses in procuring patent to any or all of the above contract lands shall be borne and paid by the parties hereto, share and share alike.

And the said first party hereby agrees to execute and deliver to said second party a deed conveying title to an undivided one-half of all contract lands above described, and upon which patent may issue in the name of said first party after the execution and delivery of the deed first above mentioned herein.

It is further mutually agreed that the expenses and cost of all necessary labor performed or services required upon the said ranch and premises, or for the proper conduct thereof, shall be borne and paid equally by the parties hereto, and the said first party hereby agrees to pay to said second party at the rate of Twenty (\$20) dollars, per month for all labor and services by said second party done and performed upon and in the conduct of said ranch and premises. And it is further agreed that said first party shall not be required to work upon said premises nor receive any compensation for any work or labor thereupon.

And it is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, and assigns of the respective parties, and that said party of the second part is to have immediate possession of said premises.

IN WITNESS WHEREOF the respective parties hereto have hereunto set their hands and seal on the day and year in this indenture first above written.

Party of the first part.

Party of the second part.

Witness:

H.P. Morgan
Edgar Rether

State of Nevada, }
County of Eureka, } SS

On this 3rd day of March A.D. 1917 personally appeared before me H.P. Morgan a Notary Public in and for the County of Eureka, NELS TOFT known to me to be the person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

H.P. Morgan
Notary Public in and for the County of Eureka, State of Nevada.

(Notary Public Seal)

My commission expires December 26th 1918. } Recorded at the request of J.P. Jacobson

EXHIBIT 106

1917

PATENTED JAN 16 1941

Application No. 19732

40 00 Acres

Forfeited Acres

Withdrawn Acres

2 M. List No. 8 40 00 Acres

LISTED JAN 16 1941

Contract No. 15553 40.47 Acres

Contract No. Acres

Patent No. 11462 40 "

Jacques Jacobsen

Received MAY 17 1917 at 12:20 AM.

Filed Payment \$ 10 00

MAY 18 1917 @ 2:15 P.M.

C. S. Deady

Land Register

By P. A. [Signature] Deputy Land Register

REMARKS

EUR 00.
23 N-54

EXHIBIT 107

Book A Water Locations

A WATER 137

6/16/1917

deep and were constituted by means of small earth dams built across the natural channel leading from the spring. The right to water hereby determined is limited to the amount which can be beneficially used, restricted to the amount above specified and the use is restricted to the place where acquired and to the purpose for which acquired. In Testimony Whereof, W.M. Kearney, State Engineer of Nevada, have hereunto set my hand and the seal of my office this 30th day of December, A. D. 1916.

(Seal)

W.M. Kearney
State Engineer

Endorsed File No. 11667 State of Nevada
Certificate of Appropriation of water
Application Number 2555
Certificate Number 308

Book 3 Page 308
Revised and filed at the request of N.P. Morgan
this 19th day of Jan. 1917 in Book A Water Locations
Page 156.

Edgar Eather, General

File 11773

State of Nevada }
Joseph P. Jacobson } Certificate of appropriation
of water
Application No. 3441. Certificate No. 340
Book 3 Page 340.

The State of Nevada
Certificate of appropriation of water
wherein Joseph P. Jacobson has presented to
the State Engineer of the State of Nevada
proof of application of water to beneficial use,
from Davis Canyon, Nevada through numerous
diversions within the irrigated land for
irrigation and domestic purposes. The point
of diversion of water from the source being
as follows: Numerous diversions on the
irrigated land in the E 1/2 of the N 1/4 of
Section 4, T. 24, N. R. 24 E. N. 50 739 situated
in Carson County, State of Nevada.
Near Energy. That the State Engineer,
under the provision of Section 22 Chapter
141 Statutes of 1913, as amended by Chapter
353 Statutes of 1915, has determined the date,
source, purpose and amount of such
appropriation together with the place to
which such water is appropriated,
as follows:

Book A Water Locations

Source of appropriation from Junction
 Postoffice address Bunk, Humboldt Co. Nevada.
 amount of appropriation 275 cubic feet per second
 period of use from April 1st to October
 1st of each year.
 Dkt of priority appropriation from 1872.
 description of irrigable land to which water
 is appropriated is as follows:
 41.13 acres in lot 23, Sec 4, T.P. 34, N.R. 54 E
 M. D. B. & W.

Camp 33.88 acres in SE 1/4 of NW 1/4, Sec 4, T.P. 24
 S.C. R.S. N.R. 54, E. M. D. B. & W.
 75 acres total.

The right to use water hereby determined is
 limited to the amount which can be
 beneficially used, not to exceed the
 amount above specified, and the use
 is subject to the place where acquired
 and to the purpose for which acquired,
 for testimony whereof I, J. J. Cunningham
 State Engineer of Nevada, have hereunto
 set my hand and the seal of my office,
 this 26th day of May A.D. 1917.
 (Seal) J. J. Cunningham
 State Engineer

Carroll: Title 11793

Certificate of appropriation of water

application number 3441

certificate number 340

Book 3 Page 340

Received and filed at the request of
 A. D. Carroll this 16th day of June 1917.

John S. Walker
 County Clerk
 Title 12458

application 200 3231 Certificate 24413

Book 3 Page 403

The State of Nevada

Certificate of appropriation of water
 where Mary Morrison Corp. assignee of
 Elizabeth Morrison has presented to the
 State Engineer of the State of Nevada Proof
 of application of water to beneficial use from
 Cedar Creek through an unpermitted ditch
 for irrigation and domestic purposes.
 The point of diversion of water from
 the source being as follows: in the NW 1/4
 of the SW 1/4 of Section 8, T. 17, N. R. 50 E
 M. D. B. & W. situated in Humboldt County,

EXHIBIT 108

State of Michigan, }
County of Wayne. } ss.

On this 12th day of May, 1917, before me, Elmer W. Mulford, a Notary Public in and for the County of Wayne, State of Michigan, personally appeared SAMUEL LESSEM, known by me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he 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 at my office, in the City of Detroit, in said County of Wayne, the day and year in this certificate first above written.

(Notary Seal)

Elmer W. Mulford
Notary Public in and for the County
of Wayne, State of Michigan.
My Commission expires September 5,
1920.

No. 4447

State of Michigan, }
County of Wayne. } ss.

Notarial Acknowledgment.

I Milton Oakman Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal, DO HEREBY CERTIFY, That Elmer W. Mulford whose name is subscribed to the Certificate or Proof of Acknowledgment of the annexed instrument, and therein written, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County, duly commissioned and qualified and duly authorized to take the same. AND, FURTHER, That I am well acquainted with the handwriting of such Notary Public, and verily believe that the Signature to the said Certificate or proof of acknowledgment is genuine. I FURTHER CERTIFY, That said instrument is executed and acknowledged according to the laws of this State.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this 20th day of Feb., A.D. 1918.

(Court Seal)

MILTON OAKMAN Clerk
Theo. Roberts, Deputy Clerk.

Recorded at the request of Elmer W. Mulford Feb'y 28th A.D. 1918 at 20 minutes past 3 P.M.

Edgar Eather, Recorder.

--File No. 12180--

State of Nevada }
to } LAND PATENT.
Nels Toft. }

Application No. 14157 Patent No. 8966 160.00 Acres.

THE STATE OF NEVADA.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS Nels Toft of Eureka County, Nevada has deposited with the REGISTER OF THE STATE LAND OFFICE at Carson City the STATE TREASURER'S RECEIPT, whereby it appears that full payment has been made by the said Nels Toft, according to the provisions of An Act of the Legislature, approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada", and the Acts amendatory thereof and supplementary thereto, for the South West quarter of the North West quarter of Section Three (3), the North East Quarter of the Southeast quarter of Section Four (4), and the North half of the North East quarter of Section Ten (10), Township Tynsty-three (23) North, Range Fifty-four East, Mount Diablo Base and Meridian, containing One Hundred & Sixty acres, according to the Official Plat of the survey of the Public Lands, as made by the United States Surveyor-General for the District of Nevada, which said tract has been purchased by the said Nels Toft.

THEREFORE, KNOW YE, That at the State of Nevada, in consideration of the premises, and in conformity with the Act of the Legislature in such cases made and provided, has given and granted, and by these presents does give and grant unto the said Nels Toft and to his heirs, the said

Deed Book 18

18 DEED 281
3/12/1918

tract above described, to have and to hold the same, together with all rights, privileges, immunities and appurtenances of whatever nature thereunto belonging, unto the said Nels Toft and to his heirs and assigns, forever; provided, that all mines of gold, silver, copper, lead, cinnabar, and other valuable minerals which may exist in the said tract are hereby expressly reserved.

IN TESTIMONY WHEREOF, I, EMMET D. BOYLE, Governor of the State of Nevada, have caused these letters to be made patent, and the Great Seal of State to be hereto affixed. Given under my hand at Carson City, the Fourth day of February, 1918.

By the Governor: George Brodigan, Secretary of State. Emmet D. Boyle, Governor of Nevada.
(GREAT SEAL of State) C.L. Deady, State Land Register.

Endorsed: Land Patent No. 8966, 160. Acres Issued to Nels Toft. Office of Secretary of State Carson City, Nevada, February 9th, 1918. Recorded in Volume 16 at Page 245. Geo. Brodigan, Secretary of State. By J.W. Legate, Deputy.

Recorded at the request of J.P. Jacobson March 12 A.D. 1918 at 10 minutes past 9 A.M. Edgar Rafter, Recorder.

--File No. 12181--

State of Nevada }
to }
Nels Toft. }

LAND PATENT.

Application No. 14854 Patent No. 8967 80.00 acres.

THE STATE OF NEVADA.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, NELLS TOFT of Eureka County, Nevada has deposited with the REGISTER OF THE STATE LAND OFFICE at Carson City the STATE TREASURERS' RECEIPT, whereby it appears that full payment has been made by the said Nels Toft, according to the provisions of an Act of the Legislature, approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," and the Acts amendatory thereof and supplementary thereto, for the south half of the North East quarter of Section Nine (9), Township Twenty-three (23) North, Range Fifty-four (54) East, Mount Diablo Base and Meridian, containing Eighty acres, according to the Official Plat of the Survey of the Public Lands, as made by the United States Surveyor-General for the District of Nevada, which said tract has been purchased by the said Nels Toft.

THEREFORE, Know YE, That the State of Nevada, in consideration of the premises, and in conformity with the Act of the Legislature in such cases made and provided, has given and granted, and by these presents does give and grant unto the said Nels Toft and to his heirs, the said tract above described, to have and to hold the same, together with all rights, privileges, immunities and appurtenances of whatever nature thereunto belonging, unto the said Nels Toft and to his heirs and assigns, forever; provided, that all mines of gold, silver, copper, lead, cinnabar, and other valuable minerals which may exist in the said tract are hereby expressly reserved.

IN TESTIMONY WHEREOF, I, EMMET D. BOYLE, Governor of the State of Nevada, have caused these letters to be made patent, and the Great Seal of State to be hereto affixed. Given under my hand at Carson City, the Fourth day of February, 1918.

By the Governor: George Brodigan, Secretary of State. Emmet D. Boyle, Governor of Nevada.
(Great Seal of State) C.L. Deady, State Land Register.

Endorsed: Land Patent No. 8967, 80.00 Acres. Issued to Nels Toft. Office of Secretary of State Carson City, Nevada, February 9th, 1918. Recorded in Volume 16 at Page 246. Geo. Brodigan, Secretary of State. By J.W. Legate, Deputy.
Recorded at the request of J.P. Jacobson March 12 A.D. 1918 at 11 minutes past 9 A.M. Edgar Rafter, Recorder.

EXHIBIT 109

Deed Book 18

18 DEED 281
3/12/1918

tract above described, to have and to hold the same, together with all rights, privileges, immunities and appurtenances of whatever nature thereunto belonging, unto the said Nels Toft and to his heirs and assigns, forever; provided, that all mines of gold, silver, copper, lead, cinna- bar, and other valuable minerals which may exist in the said tract are hereby expressly reserved.

IN TESTIMONY WHEREOF, I, EMMET D. BOYLE, Governor of the State of Nevada, have caused these letters to be made patent, and the Great Seal of State to be hereto affixed. Given under my hand at Carson City, the Fourth day of February, 1918.

Emmet D. Boyle
Governor of Nevada.

By the Governor: George Brodigan
Secretary of State.
(GREAT SEAL of State)

C. L. Deady,
State Land Registrar.

Endorsed: - Land Patent No. 8966, 160. Acres Issued to Nels Toft. Office of Secretary of State Carson City, Nevada, February 9th, 1918. Recorded in Volume 16 at Page 245. Geo. Brodigan Secretary of State

Recorded at the request of J. P. Jacobson March 12 A.D. 1918 at 10 minutes past 9 A.M.
By J. W. Legate, Deputy.

Edgar Kather, Recorder.

--File No. 12181--

State of Nevada }
to } LAND PATENT.
Nels Toft. }

Application No. 14854

Patent No. 8967

80.00 acres.

THE STATE OF NEVADA.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, NELS TOFT of Eureka County, Nevada has deposited with the REGISTER OF THE STATE LAND OFFICE at Carson City the STATE TREASURERS' RECEIPT, whereby it appears that full payment has been made by the said Nels Toft, according to the provisions of an Act of the Legislature, approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," and the Acts amendatory thereof and supplementary thereto, for the south half of the North East quarter of Section Nine (9), Township Twenty-three (23) North, Range Fifty-four (54) East, Mount Diablo Base and Meridian, containing Eighty acres, according to the Official Plat of the Survey of the Public Lands, as made by the United States Surveyor-General for the District of Nevada, which said tract has been purchased by the said Nels Toft.

THEREFORE, Know YE, That the State of Nevada, in consideration of the premises, and in conformity with the Act of the Legislature in such cases made and provided, has given and granted, and by these presents does give and grant unto the said Nels Toft and to his heirs, the said tract above described, to have and to hold the same, together with all rights, privileges, immunities and appurtenances of whatever nature thereunto belonging, unto the said Nels Toft and to his heirs and assigns, forever; provided, that all mines of gold, silver, copper, lead, cinna- bar, and other valuable minerals which may exist in the said tract are hereby expressly reserved.

IN TESTIMONY WHEREOF, I, EMMET D. BOYLE, Governor of the State of Nevada, have caused these letters to be made patent, and the Great Seal of State to be hereto affixed. Given under my hand at Carson City, the Fourth day of February, 1918.

Emmet D. Boyle
Governor of Nevada.

By the Governor: George Brodigan,
Secretary of State.
(Great Seal of State)

C. L. Deady, State Land Registrar.

Endorsed: Land Patent No. 8967, 80.00 Acres. Issued to Nels Toft. Office of Secretary of State Carson City, Nevada, February 9th, 1918. Recorded in Volume 16 at Page 246. Geo. Brodigan, Secretary of State. By J. W. Legate, Deputy.
Recorded at the request of J. P. Jacobson March 12 A.D. 1918 at 11 minutes past 9 A.M.
Edgar Kather, Recorder.

EXHIBIT 110

Deed Book 18

18 DEED 282
3/18/1918

--File 12182--

State of Nevada }
to } LAND PATENT.
Nels Toft. }

Application No. 15158

Patent No. 8968

80.00 Acres.

THE STATE OF NEVADA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, NELS TOFT of Esmeralda County, Nevada, has deposited with the REGISTER OF THE STATE LAND OFFICE at Carson City the STATE TREASURER'S RECEIPT, whereby it appears that full payment has been made by the said NELS TOFT, according to the provisions of An Act of the Legislature, approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," and the Acts amendatory and supplementary thereto, for the South West quarter of the North East quarter and the South East quarter of the North West quarter of Section Three (3), Township Twenty-three (23) North, Range Fifty-four (54) East, Mount Diablo Base and Meridian, containing Eight Acres, according to the Official Plat of the survey of the Public Lands, as made by the United States Surveyor-General for the District of Nevada, which said tract has been purchased by the said Nels Toft.

THEREFORE, KNOW YE, That the State of Nevada, in consideration of the premises, and in conformity with the Act of the Legislature in such cases made and provided, has given and granted, and by these presents does give and grant unto the said Nels Toft and to his heirs, the said tract above described, to have and to hold the same, together with all rights, privileges, immunities and appurtenances of whatever nature thereunto belonging, unto the said Nels Toft and to his heirs and assigns, forever; provided, that all mines of gold, silver, lead, cinnabar, and other valuable minerals which may exist in the said tract are hereby expressly reserved.

IN TESTIMONY WHEREOF, I, EMMET D. BOYLE, Governor of the State of Nevada, have caused these letters to be made patent, and the Great Seal of State to be hereto affixed. Given under my hand at Carson City, the Fourth day of February, 1918.

Emmet D. Boyle
Governor of Nevada

By the Governor:

George Brodigan
Secretary of State.

(Great Seal of State)

C. L. Deady, State Land Register.

Endorsed: Land Patent No. 8968, 80.00 acres Issued to Nels Toft. Office of Secretary of State Carson City, Nevada, February 9th, 1918. Recorded in Volume 16 at Page 247. Geo. Brodigan, Secretary of State, By J. W. Legate, Deputy.

Recorded at the request of J. P. Jacobson March 12 A. D. 1918 at 12 minutes past 9 A. M.

Edgar Eather, Recorder.

--File 12185--

State of Nevada }
to } LAND PATENT.
Nels Toft. }

Application No. 18363

PATENT NO. 8969

40.00 Acres.

THE STATE OF NEVADA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, NELS TOFT of Esmeralda County, Nevada, has deposited with the REGISTER OF THE STATE LAND OFFICE at Carson City the STATE TREASURER'S RECEIPT, whereby it appears that full payment has been made by the said NELS TOFT, according to the provisions of an Act of the Legislature, approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," and the Acts amendatory thereof and supplementary thereto, for the South West quarter of the North East quarter of Section Four (4), Township Twenty-three (23) North, Range Fifty-four (54) East, Mount Diablo Base and Meridian, containing Forty acres, according to the Official Plat of the survey of the Public Lands, as made by the United States Surveyor-General for the District of Nevada, which said tract has been purchased by the said Nels Toft.

EXHIBIT 111

Deed Book 18

18 DEED 282
3/18/1918

--File 12182--

State of Nevada)
to) LAND PATENT.
Nels Toft.)

Application No. 12138 Patent No. 8968 80.00 acres.

THE STATE OF NEVADA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:
WHEREAS, NELS TOFT of Eureka County, Nevada has deposited with the REGISTER OF THE STATE LAND OFFICE at Carson City the STATE TREASURER'S RECEIPT, whereby it appears that full payment has been made by the said NELS TOFT, according to the provisions of An Act of the Legislature, approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," and the Acts amendatory and supplementary thereto, for the South West quarter of the North East quarter and the South East quarter of the North West quarter of Section Three (3), Township Twenty-three (23) North, Range Fifty-four (54) East, Mount Diablo Base and Meridian, containing Eight Acres, according to the Official Plat of the survey of the Public Lands, as made by the United States Surveyor-General for the District of Nevada, which said tract has been purchased by the said Nels Toft. THEREFORE, KNOW YE, that the State of Nevada, in consideration of the premises, and in conformity with the Act of the Legislature in such cases made and provided, has given and granted, and by these presents does give and grant unto the said Nels Toft and to his heirs, the said tract above described, to have and to hold the same, together with all rights, privileges, immunities and appurtenances of whatever nature thereunto belonging, unto the said Nels Toft and to his heirs and assigns, forever; provided, that all mines of gold, silver, lead, cinnabar, and other valuable minerals which may exist in the said tract are hereby expressly reserved.

IN TESTIMONY WHEREOF, I, EMMET D. BOYLE, Governor of the State of Nevada, have caused these letters to be made patent, and the Great Seal of State to be hereto affixed. Given under my hand at Carson City, the Fourth day of February, 1918.

Emmet D. Boyle
Governor of Nevada

By the Governor:
George Brodigan
(Great Seal of State) Secretary of State.

G. L. Deady, State Land Register.

Endorsed: Land Patent No. 8968, 80.00 acres Issued to Nels Toft, Office of Secretary of State Carson City, Nevada, February 9th, 1918. Recorded in Volume 16 at Page 247. Geo. Brodigan, Secretary of State, By J. W. Legate, Deputy.

Recorded at the request of J. P. Jacobson March 12 A. D. 1918 at 12 minutes past 9 A. M.
Edgar Eather, Recorder.

--File 12183--

State of Nevada)
to) LAND PATENT.
Nels Toft.)

Application No. 12363 PATENT NO. 8969 40.00 Acres.

THE STATE OF NEVADA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:
WHEREAS, NELS TOFT of EUREKA County, Nevada has deposited with the REGISTER OF THE STATE LAND OFFICE at Carson City the STATE TREASURER'S RECEIPT, whereby it appears that full payment has been made by the said NELS TOFT, according to the provisions of an Act of the Legislature, approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," and the Acts amendatory thereof and supplementary thereto, for the South West quarter of the North East quarter of Section Four (4), Township Twenty-three (23) North, Range Fifty-four (54) East, Mount Diablo Base and Meridian, containing Forty acres, according to the Official Plat of the survey of the Public Lands, as made by the United States Surveyor-General for the District of Nevada, which said tract has been purchased by the said Nels Toft.

Deed Book 18

WHEREFORE, KNOW YE, That the State of Nevada, in consideration of the premises, and in conformity with the Act of the Legislature in such cases made and provided, has given and granted, and by these presents does give and grant unto the said MELB TOFT and to his heirs, the said tract above described, to have and to hold the same, together with all rights, privileges, immunities and appurtenances of whatever nature thereunto belonging, unto the said Melb Toft and to his heirs and assigns, forever; provided, that all mines of gold, silver, lead, cinnabar, and other valuable minerals which may exist in the said tract and, also, a right of way for ditches, tunnels, and telephone and transmission lines constructed by authority of the United States are hereby expressly reserved.

IN TESTIMONY WHEREOF, I, EMMET D. BOYLE, Governor of the State of Nevada, have caused these letters to be made patent, and the Great Seal of State to be hereto affixed. Given under my hand at Carson City, the Fourth day of February, 1918.

EMMET D. BOYLE
GOVERNOR OF NEVADA.

BY THE GOVERNOR: GEORGE BRODIGAN
SECRETARY OF STATE.

C. L. DEADY
STATE LAND REGISTER.

(GREAT SEAL OF STATE)
Endorsed: Land Patent No. 8969 40.00 Acres. Issued to Melb Toft Office of Secretary of State Carson City, Nevada, February 9th, 1918. Recorded in Volume 16 at Page 248. Geo. Brodigan Secretary of State, by J. W. Legate Deputy. Recorded at the request of J. P. Jacobson March 12 A.D. 1918 at 13 minutes past 9 A.M.

Edgar Bather, Recorder.

--File 12184--

Gilmour Roberts)
to) D E E D (I.R. Stamp \$.50 cancelled)
Gaston Uhalde)

THIS INDENTURE Made and entered into this 18th. day of March A.D. 1918, by and between Gilmour Roberts and Alla Mae Roberts, his wife town and county of Eureka, State of Nevada, the party of the first part, and Gaston Uhalde of the town, county and State, the party of the second part,

W I T N E S S E T H ;

That for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other valuable consideration, paid to the party of the first part by the said second party, the receipt whereof is hereby acknowledged by said first party, the said first party does hereby grant, bargain, sell, convey and confirm unto said second party and to his heirs and assigns forever, all of those certain lots, pieces and parcels of land situate in the county of Eureka, State of Nevada, and more particularly described as follows, to wit:

Lot number One (1) in block Fifty-nine (59) of the Town of Eureka, as more fully appears from the official Map thereof and being a frontage of fifty feet on Edwards Street and running back an equal width to a distance of One Hundred feet to O'Neill Avenue, the South of said lot running along Clark Avenue.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and the remainder and remainders, reversion and reversions, rents issues and profits thereof.

TO HAVE AND TO HOLD the said premises together with the appurtenances unto the said party of the second part and to his heirs and assigns forever.

IN WITNESS WHEREOF the party of the first part has herunto set his hand and seal in the day and year first above written.

Gilmour Roberts (SEAL)
Alla Mae Roberts (SEAL)

EXHIBIT 112

EXHIBIT 113

ASSESSMENT ROLL OF DISTRICT, EUREKA COUNTY, NEVADA

PAGE NO. _____

146

RATE \$ _____

FOR THE YEAR 1918

TOTAL VALUE AS EQUALIZED		TAXES				TOTAL TAX	TREASURER'S OFFICE						REMARKS	
COUNTY BOARD OF EQUALIZATION	NEVADA TAX COMMISSION	POLL TAX	SHEET TAX	STOCK TAX	RECEIPT NUMBER		FIRST INSTALLMENT	DATE PAID	SECOND INSTALLMENT	DATE PAID	AMOUNT PAID IN FULL	AMOUNT PAID IN INSTALLMENTS		
						1734.53				NOV 8 1918				
		300												
						2829.53				NOV 8 1918				
		2965												
						1575.54				DEC 2 1918			DEC 2 1918	
						7950								

EXHIBIT 114

1918

PAGE NO. _____

ASSESSMENT ROLL OF GENERAL DISTRICT, EUREKA COUNTY, NEVADA

RATE \$1.0755

FOR THE YEAR 1918

NAME	State- ment Number	DESCRIPTION OF PROPERTY	LOT OR SEC. TRAC.	BLOCK OR TOWN SHIP	RANGE	ACRES	VALUE OF REAL ESTATE OR FOREWATERY CLAIM	VALUE OF IMPROVEMENTS ON REAL ESTATE	VALUE OF PERSONAL PROPERTY	TOTAL VALUATION	POLL TAX
Johnson, Eugene		House, stables, corrals NW $\frac{1}{4}$ of E $\frac{1}{2}$ " NE $\frac{1}{4}$ NW $\frac{1}{4}$ " NE $\frac{1}{4}$ 15 Acres W. Hay 2nd @ 18 \$ 270	36 36 36	23	52	160 80 40	200				
		95 " Past. 3d @ 11 1045 170 " Graz. 3d @ 5 850 5 Funstall Horses 50 50 Stock Cattle 1900 Auto. Ford Tour. 234					2165 216 2381		2184		
		Roll Tax, Receipt issued								216 4549 4763	3
Johns, Mrs. K. B.		Four houses 2 Work Horses						200	160	360	
Jacobson, J. and Nels Toft		E $\frac{1}{2}$ of E $\frac{1}{2}$ " NW $\frac{1}{4}$ SW $\frac{1}{4}$ " NE $\frac{1}{4}$ Lot 4 Lots 1, 2, 3, E $\frac{1}{2}$ of E $\frac{1}{2}$ SW $\frac{1}{4}$ " E $\frac{1}{2}$ " SE $\frac{1}{4}$ NE $\frac{1}{4}$ " SE $\frac{1}{4}$ NW $\frac{1}{4}$ " W $\frac{1}{2}$ " W $\frac{1}{2}$ " NE $\frac{1}{4}$ NE $\frac{1}{4}$ " NE $\frac{1}{4}$ NW $\frac{1}{4}$ " SE $\frac{1}{4}$ House, Stables, Corrals	3 3 3 3 4 4 4 4 4 10 10 10 15	23	54	320 80 40 41.03 122.85 160 160 80 40 160 320 80 40 40	400				
		60 Acres W. Hay 2nd. @ 18 \$ 1080 80 " Graz. 3d @ 5 400 1584 " " 4th @ 3 4752 Furniture 50 Wagons 150 7 Work Horses 560 3 Saddle Horses 120 150 Stock Cattle 5700 Auto. Ford Tour. 328 Roll Tax, Receipt issued					6232 623 6855		6908	623 335400 17163	3
							8377	800	9252	17267	

EXHIBIT 115

19 DEED 120
7/3/1920

FILE NO. 13949.

Jorgen P. Jacobsen }
to }
Andrew D. Crofut. }

DEED(I.R. Stamp affixed and cancelled)

This Indenture made this 21 day of June, 1920, between JORGEN P. JACOBSEN, of the County of Eureka, State of Nevada, the party of the first part, and ANDREW D. CROFUT, of the same place, the party of the second part, WITNESSETH;

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10) lawful current money of the United States of America, and other valuable considerations, to him in hand, by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, and forever quitclaimed, and by these presents do remise, release, and forever quitclaim, unto the said party of the second part, and to his heirs and assigns, all that certain property and water rights, situate, lying and being in the County of Eureka, State of Nevada, and more particularly described as follows, to wit; those water rights initiated by said Jorgen P. Jacobsen, by application No. 2441, recorded in Book 3, page 540, State Engineer's office Carson City, Nevada, claiming by said application seventy five Hundredths (75/100) cubic feet per second, period of use from April 1st, to October 1st, of each year, from the springs and waters of the North and South Forks of Davis Canyon, for irrigation and domestic purposes. The date of appropriation June 1st, 1912. The certificate of the State Engineer, recorded in the Recorder's office for the County of Eureka, Nevada, on the 16th day of June 1917, in Book "A" water locations, pages 137 and 138, to which reference is hereby made for further description. Together with all my right and title to that certain ditch and ditch rights, commencing at or near the mouth of said Davis Canyon, and running in a Southerly direction to section 4 in township 24, North, Range 54 East M.D.B. & M. used for the purpose of transporting said waters.

Together with all the appurtenances thereunto belonging or in anywise appertaining, the rents, issues, and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, property and water rights, together with the appurtenances, unto the said party of the second part, his heirs, and assigns forever.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first hereinabove written.

..Jorgen P. Jacobsen.....(SEAL)

State of Nevada)
) SS
County of Eureka)

On this 21st day of June, 1920, personally appeared before me a Notary Public in and for Eureka County, State of Nevada, JORGEN P. JACOBSEN, known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

(Notary Public Seal)

Edna Covert Plummer.
Notary Public in and for the
Eureka County, State of Nevada.

Recorded at the request of ANDREW D. CROFUT July 3, A.D. 1920 at 2:10 P.M.

Edgar Bether, Recorder.

FILE NO. 13950.

Jorgen P. Jacobsen)
to }
Andrew D. Crofut }

DEED(I.R. Stamp affixed and cancelled)

THIS INDENTURE made this 21st day of June, 1920, between Jorgen P. Jacobsen, of the County of Eureka, State of Nevada, the party of the first part, and ANDREW D. CROFUT, of the same place, the party of the second part,

WITNESSETH;

EXHIBIT 116

19 DEED 120
7/3/1920

FILE NO. 13949.

Jorgen P. Jacobsen }
to }
Andrew D. Crofut. }

DEED(I.R. Stamp affixed and cancelled)

This Indenture made this 21 day of June, 1920, between JORGEN P. JACOBSEN, of the County of Eureka, State of Nevada, the party of the first part, and ANDREW D. CROFUT, of the same place, the party of the second part, WITNESSETH;

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10) lawful current money of the United States of America, and other valuable considerations, to him in hand, by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, and forever quitclaimed, and by these presents do remise, release, and forever quitclaim, unto the said party of the second part, and to his heirs and assigns, all that certain property and water rights, situate, lying and being in the County of Eureka, State of Nevada, and more particularly described as follows, to wit; those water rights initiated by said Jorgen P. Jacobsen, by application No. 2441, recorded in Book 3, page 540, State Engineer's office Carson City, Nevada; claiming by said application seventy five Hundredths (75/100) cubic feet per second, period of use from April 1st, to October 1st, of each year, from the springs and waters of the North and South Forks of Davis Canyon, for irrigation and domestic purposes. The date of appropriation June 1st, 1912. The certificate of the State Engineer, recorded in the Recorder's office for the County of Eureka, Nevada, on the 16th day of June 1917, in Book "A" water locations, pages 137 and 138, to which reference is hereby made for further description. Together with all my right and title to that certain ditch and ditch rights, commencing at or near the mouth of said Davis Canyon, and running in a Southerly direction to section 4 in township 24, North, Range 54 East M.D.B. & M. used for the purpose of transporting said waters.

Together with all the appurtenances thereunto belonging or in anywise appertaining, the rents, issues, and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, property and water rights, together with the appurtenances, unto the said party of the second part, his heirs, and assigns forever.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first hereinabove written.

..Jorgen P. Jacobsen.....(SEAL)

State of Nevada }
 } SS
County of Eureka }

On this 21st day of June, 1920, personally appeared before me a Notary Public in and for Eureka County, State of Nevada, JORGEN P. JACOBSEN, known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

(Notary Public Seal)

Edna Covart Plummer,
Notary Public in and for the
Eureka County, State of Nevada.

Recorded at the request of ANDREW D. CROFUT July 3, A.D. 1920 at 2:10 P.M.

Edgar Bether, Recorder.

FILE NO. 13960.

Jorgen P. Jacobsen }
to }
Andrew D. Crofut }

DEED(I.R. Stamp affixed and cancelled)

THIS INDENTURE made this 21st day of June, 1920, between Jorgen P. Jacobsen, of the County of Eureka, State of Nevada, the party of the first part, and ANDREW D. CROFUT, of the same place, the party of the second part,

WITNESSETH:

19 DEED 121 121
7/3/1920

That the said party of the first part for and in consideration of the sum of TEN DOLLARS current (\$10) lawful money of the United States of America, to him in hand paid, and other valuable considerations, paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, and forever quitclaimed, and by these presents does remise, release, and forever quitclaim unto the said party of the second part, and to his heirs, and assigns, all those certain lots, pieces, or parcels of land, situate, lying and being in the County of Eureka, State of Nevada, and bounded and particularly described as follows, to wit:

- The South west quarter of the Northeast quarter, of Section 4, and the Southeast quarter of the Northwest quarter of Section 4, and lots 2 and 3 in section 4, all in township 24 North, Range 54 East, M.D.B.&M.
- Also, The southwest quarter of the southwest quarter of section 10, township 24 North, Range 54 East M.D.B.&M.
- Also, The South half of the Northeast quarter of section 9, and the north half of the southeast quarter of section 9, in Township 24 North, Range 54 East, M.D.B.&M.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversions remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises together with the appurtenances unto the said party of the second part, his heirs and assigns forever,

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first hereinabove written.

Jorgen P. Jacobsen (SEAL)

State of Nevada)
)SS
County of Eureka)

On this 21st. day of June, 1920, personally appeared before me, Jorgen P. Jacobsen, known to me to be the person described in and who executed the foregoing and within instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first hereinabove written.

(Notary Public Seal)

Edna Covert Plummer
Notary Public in and For the
County of Eureka and State of
Nevada.

Recorded at the request of Andrew D. Crofut July 3, A.D. 1920, at 2:15 P.M.

Edgar Eather, Recorder.

FILE NO. 13951.

Robert Raffice)
) to
) Andrew D. Crofut

DEED (I.B. Stamp affixed and cancelled)

THIS INDEMTURE made this 15th day of May, A.D. 1920, between ROBERT RAFFICE of the town of Eureka, County of Eureka, State of Nevada, party of the first part, and Andrew Crofut of Eureka County, party of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Fifteen Dollars (\$15) lawful money of the United States, to him in hand paid by the said second party, the receipt whereof is hereby acknowledged, has remised, released, and forever quitclaimed and by these presents does remise, release, and forever quitclaim unto the said party of the second part, and to his heirs and assigns, all the following described party,

Lot twenty-four (24), block 37., in the town of Eureka, County of Eureka, State of Nevada, according to the official map of the town of Eureka in the assessor's office in said County;

Together with all and singular the tenements, hereditaments and appurtenances, therunto belonging, or in anywise appertaining, and the rents, issues, and profits thereof.

TO have and to hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

EXHIBIT 117

8/19/1922
19 DEED 282

INTESTIMONY WHEREOF, I, EMMET D. BOYLE, Governor of the State of Nevada, have caused these letters to be made patent, and the Great Seal of State to be hereto affixed. Given under my hand at Carson City, the twenty-sixth day of July, 1922.

Emmet D. Boyle
Governor of Nevada.

By the Governor:

(Great Seal of the State of Nevada.)

George Brodigan
Secretary of State
By Thos. F. O'Brien, Deputy.

C.L. Deady
State Land Register.

Endorsed: Land Patent No. 10117, 120 Acres Issued to Nels Toft Office of Secretary of State, Carson City, Nevada Recorded July 28th, 1922 Recorded in Volume 18, at Page 208. George Brodigan, Secretary of State. By Thos. F. O'Brien Deputy.

Recorded at the Request of J.P. Jacobsen August 19, A.D. 1922 At 23 minutes past 1 P.M.

Edgar Eather--Recorder.

By Peter Merialdo--Deputy.

File No. 15041.

Nels Toft, }
to } Reed. (U.S.I.R. Stamps affixed and cancelled \$4.00)
J.P. Jacobsen. }

THIS INDENTURE made the 19th day of August, 1922 between NELS TOFT, of the county of Eureka, State of Nevada, the party of the first part, and J.P. JACOBSEN, of the same county and State, the party of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Dollars, (\$10.00), current lawful money of the United States of America, and other valuable consideration to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, an undivided one half interest in those certain lots, pieces or parcels of land situate, lying and being in the County of Eureka, State of Nevada, and bounded and particularly described as follows, to wit:

An undivided one-half interest in and to the $S\frac{1}{2}$ of Section 3, and the $N\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 10, and the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 9, and the $S\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 4, and the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 4, all in Township 23, N.R. 54 E. the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 3, and the $S\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 3, and the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 4, and the $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 4, and the $S\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 9, and the North Half of the Northeast Quarter of Section 10, all in Township 23, N. Range, 54 E; Lots 1, 2, and 3, $S\frac{1}{2}$ of $NW\frac{1}{4}$ and $SW\frac{1}{4}$ of Section 4, also, $EW\frac{1}{2}$ of Section 10, $S\frac{1}{2}$ of $NW\frac{1}{4}$, and $SW\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 10, all in Township 23 N. Range 54 E. M.D.B.&M., all being patented lands.

Also and undivided one half interest in and to all waters, water rights, ditches, dams and reservoirs, including those from and appurtenant to Pete Spring, Taft Spring, Horse Canyon, and Horse Canyon Creek, or elsewhere, situated in or upon, or about and used or connected with the above described premises.

Also an undivided one-half interest in and to the possessory interest in Lot 25 of Block 37; also, the N. 12 $\frac{1}{2}$ feet of Lot 24 in Block 37, also Lots 26 and 27 in Block 21; also, the N 12 $\frac{1}{2}$ feet of Lot 25 in Block 21, as laid down and described upon the official map of the town of Eureka, County of Eureka, Nevada, together with all improvements thereon and all person property therein contained, all in the town of Eureka, County of Eureka, State of Nevada.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF the said party of the first part, has hereunto set his hand and seal on the day and year first above written.

State of Nevada, ss.
County of Eureka.

Nels Toft SEAL.

On this 19th day of August, 1922, personally appeared before me, Edgar Eather, County Recorder in and for the County of Eureka, State of Nevada, Nels Toft, personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he 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 on the day and year in this certificate first above written.

(County Recorder's Seal)

Edgar Eather
County Recorder and ex-officio Auditor
in and for the County of Eureka,
State of Nevada.

Recorded at the Request of J.P.Jacobsen August 19, A.D. 1922 At 50 minutes past 3 P.M.

Edgar Eather--Recorder.
By Peter Marialdo--Deouty.

File No. 1505u

Charles A. Minoletti, Julia Minoletti,)
Guilio Minoletti, and Mary Minoletti,)
to)
Isaac T. Handley and Walter Handley.)
Deed.

THIS INDENTURE, Made this 29th day of October A.D.1917, by and between Charles A.Minoletti and Julia Minoletti, his wife, and Guilio Minoletti and Mary Minoletti, his wife, all of the town and county of Eureka, State of Nevada, the parties of the first part, and Isaac T.Handley and Walter Handley, both of the town and county of Eureka, State of Nevada, the parties of the second part, WITNESSETH:

That the said parties of the first part for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other valuable consideration, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, sell, convey, remise, release and forever quitclaim unto the said second parties, their heirs and assigns, all of those certain lots, pieces and parcels of land situate in the County of Eureka, State of Nevada, and more particularly described as follows, to wit:

The S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 34, the S $\frac{1}{2}$ of SW $\frac{1}{4}$ and N $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 35, Township 21, and the S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 2, Lot 5 of Section 3, and the S $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 4, Township 20 N., Range 54 E. M.D.B.&M.

Also all waters, water-rights, dams, ditches and reservoirs used or connected with the above described premises, and including those of Preston Canyon, Mattei Canyon, and Little Willow Springs.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the remainder and remainders, reversion and reversions, rents, issues and profits thereof.

EXHIBIT 118

In the Third Judicial District Court of the State of Nevada in and for
Eureka County. In Probate *Sep 1* A. D. 192*4*

In the Matter of the estate } Order settling account and
of } Decree of final
William F. Cox, Deceased } Distribution

Lila Cecilia Cox, executrix of the estate of William F. Cox,
deceased, having on the 1st day of September, 1923, rendered and
filed herein her first and final account and report of her
administration of said estate, and having with said account
filed her petition for final distribution of said estate, and
the said account, report and petition this day coming on
regularly to be heard, proof having been made to the satisfaction
of this Court that due and legal notice had been given of
the filing of said account and report, and the hearing
of said petition, and proof having been made to the satisfaction of
the Court that due and legal notice to creditors has been given
according to law, whereupon it is ordered, adjudged and
decree, that due and legal notice of the hearing has been
given in all respects as required by law, and that legal
notice to creditors has been given as required by law.

And it appearing to the court that said account is well
respectively true and exact, that it is supported by the proper vouchers
and that there is a balance of securities in Banks and on
hand amounting to the sum of Ten Thousand Dollars, at
the time of the filing of said account, and that since the
 rendition of said account nothing has been received by the
 said executrix

And it appearing that all claims against the estate, all taxes
and debts, charges and expenses of administration have been fully
paid and discharged and that the said estate is ready
for distribution and in condition to be closed.

Now Therefore, it is ordered, adjudged and decree that
the account herein filed be allowed, settled and approved
as prayed for.

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and that the property of the said estate, as well as all other property not known or discovered that might belong to the said estate or in which said estate may have an interest by, and the same is hereby distributed as follows, to-wit;

Wife Lila Cecilia Co. by the following described personal property of every name, nature and kind and description, and whether specifically described herein or not, to-wit;

Personal property

California Gas and Electric Bonds Nos 6755 and 6756 bearing interest at the rate of 5% in the sum of \$2000.00
Colorado Power Company 1st Mortgage bonds 5th N. M 3502 and M 3503 in the sum of \$2000.00

Southern Pacific Company 1st refunding Mortgage bonds 4th N. M 16917-M 17312-M 32285 and M 57794 in the sum of \$4000.00

Liberty Loan Bonds of 1917. 3 1/2% No 72357 and 72360 in the sum of \$2000.00

Three work horses; Fifty five head of Stock Cattle, and one Bull; also all farm Machinery located on the ranch property heretofore described W² of N⁶ 4, S³ of N^W 4 of Section 22 and the W² of the S⁶ 4 of Section 23, all in Township 24 N. R 54 E. M D R & M Containing 320 acres More or less, together with all water, water right, dams, ditches reservoirs and Springs used in connection with the irrigation of the above described lands, or other uses, and all the improvements located on the above described premises.

And it is hereby further ordered, adjudged and decreed that upon the filing of the proper receipts by the executor through her compliance with the order of this Court, the said executor shall be forthwith discharged of her duties without further order of this Court and shall be relieved from further responsibility on account of her said trust

Done in open Court this 1st day of September 1923

W. B. Reynolds

Judicial Judge

EXHIBIT 119

For the purpose of attachment or levy of execution, this note shall be payable wherever we or either of us may be situated, at the option of the holder. Interest payable...

No.....
(Stamps 60¢)

J.P. Jacobsen
Angelo Undabarren

\$5,875.00

Eureka, Nevada, Sept. 29, 1925.



On Demand, without grace, We promise to pay to THE FARMERS & MERCHANTS NATIONAL BANK OF EUREKA, or order, at its Banking Office in Eureka, Nevada, Five Thousand Eight Hundred and seventy five Dollars, in gold coin of the United States, with interest at the rate of 8- per cent. per annum from date until paid, for value received and in case suit or action is instituted to collect this note or any portion thereof, we or either of us, promise to pay all costs and expenses and such additional sum as the Court may adjudge reasonable, as Attorney's fees in said suit or action. For the purpose of attachment or levy of execution, this note shall be payable wherever we or either of us may be situated, at the option of the holder. Interest payable..

No.....
(Stamps \$1.18)

J.P. Jacobsen
Angelo Undabarren.

Now, Therefore, the said parties of the first part, for the purpose of securing the payment of the said promissory notes, or any future advances of money paid by the said party of the second part, to the said parties of the first part, and any other sum or sums to become due by reason of the execution of this mortgage, according to the terms of the said promissory notes, or either of them, or such future advances, and also for the purpose of securing the payments according to the provisions and conditions thereof, and the discharge and performance of each and every obligation hereby imposed upon the said parties of the first part, do hereby mortgage unto the said party of the second part all that certain personal and real property, situated in the Counties of Eureka, and Nye, in the State of Nevada, and more particularly described as follows:

PERSONAL PROPERTY

Two Thousand four hundred head of EWE Sheep, ranging in age from one to seven years; Seven Hundred fifty EWE Lambs; Thirty-one Bucks, and One Complete Camp Outfit; All of the above described sheep being branded thus,  and ear-marked thus,  also all the wool which may be hereafter shorn from said sheep, also all the increase, additions and substitutions of and to said sheep, lambs, and Bucks, and cap outfit; Said sheep, Lambs, and Bucks are now grazing on the public domain in the County of Eureka, State of Nevada, and are to be hereafter ranged in the County of Eureka, and the County of Nye, State of Nevada, and the parties of the first part agree that they will not remove, or permit to be removed any of the above mentioned mortgaged property from the County of Eureka, State of Nevada, without the consent of the party of the second part in writing first had and obtained, provided, however that the said sheep may be ranged in Nye County during the winter months without the written consent of the said party of the second part.

REAL PROPERTY.

All their right, title and interest in and to those certain springs, and water rights known as and called the Olive Spring, State Engineers Certificate Number 6554, and the MARTELSTTI SPRING, State Engineers Certificate Number 5002 and being situated in Sand Spring Valley in the County of Nye, State of Nevada, together with all improvements located upon the above described springs, and all water, water rights, dams, ditches and reservoirs appurtenant to or used in connection therewith.

It is hereby expressly agreed that the said parties of the first shall have the right to retain possession of all of the above described mortgaged property until there is a breach of some condition or covenant of this mortgage, or until the party of the second part or its duly authorized agent, or agents shall take possession of said property under the terms, powers or privileges granted the party of the second part by virtue of this mortgage.

The said parties of the first part hereby expressly covenant and agree to and with the said party of the second part that during the subsistence of this mortgage they will well and faithfully care for all of the above described mortgaged property, and will pay all taxes and assessments due or to become due thereon and legally existing against said property and will handle and care for said property according to the customary manner of handling and caring for the same, to the end that the security hereby given shall not be lessened or impaired.

It is further understood and agreed that in the event the said parties of the first part shall fail to pay all taxes and assessments legally levied or existing against the above described property that the said party of the second part may at its option pay said taxes or assessments in order to protect the property hereby mortgaged against levy and sale, and any amount so paid as taxes or assessments shall immediately become secured by this mortgage and the same may be considered by the said mortgagee as a breach of this mortgage.

The said parties of the first part hereby agree that upon any breach of any of the covenants or agreements herein contained the said party of the second part shall have the right to take immediate possession of all of the above described personal property and sell the same, and out of the proceeds of said sale retain the amount then found due on said promissory notes and this mortgage, together with the costs and expenses of said sale, and a reasonable attorney's fee of not less than ten per cent of the amount then found due, the overplus, if any there be, to be paid over to the said party of the second part, its successors or assigns.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands on the day and year first above written.

J.P. Jacobsen
Angelo Undabarrena

State of Nevada, ss.
County of Eureka.

On this 5th day of October, 1923, personally appeared before me, Edgar Eather, a Notary Public, in and for the County of Eureka, State of Nevada, J.P. Jacobsen, and Angelo Undabarrena, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they and each of them 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 in office on the day and year in this certificate first above written.

(Notarial Seal)

Edgar Eather
Notary Public.

State of Nevada, ss.
County of Eureka.

J.P. Jacobsen, and Angelo Undabarren the mortgagors in the foregoing mortgage named, and C.J. Travers, cashier on behalf of the mortgagee in said mortgage named, being each duly sworn deposes and says; that the foregoing mortgage is made in good faith, and given for a debt actually owing from the mortgagors to the said mortgagee in the sum of \$8,875.00, borrowed money and for which two promissory notes were given, a copy of each of said notes are included in the foregoing mortgage, and that said

38 P30 Book A.

mortgage is not made to hinder, delay or defraud any creditor of the said mortgagors.

Subscribed and sworn to before me, this 6th day of October, 1923.

J.P. Jacobsen

Angelo Undabarrera

(Notarial Seal) Edgar Eather
Notary Public.

C.J. Travers
Cashier.

Recorded at the Request of C.J.Travers Oct. 6, A.D. 1923 At 30 minutes past 3 P.M.

Peter Merialdo--Recorder.

File No. 15608.

J.P. Jacobsen, }
to } Mortgage.
Pedro Echeverry. }

Satisfied Oct. 19-1925

THIS MORTGAGE made and executed this 6th day of October 1923, by and between J.P. Jacobsen, of the County of Eureka, State of Nevada, the party of the first part and mortgagor herein, and PEDRO ETCHEVERRY, of the same County and State, the party of the second part, and mortgagee herein,

WITNESSETH:

WHEREAS the said mortgagor, at the date hereof, is indebted to PEDRO ETCHEVERRY, the mortgagee herein, in the sum of Ten Thousand Four Hundred Dollars, (\$10,400.00), in gold coin of the United States of America, with interest thereon as is evidenced by one certain promissory note in the words and figures following, to wit:

\$10,400.00
September 29, 1923.

Sept. 29th, 1926, without grace, I promise to pay Pedro Echeverry, or order, the sum of Ten Thousand Four Hundred Dollars in U.S. Lawful Money, for value received, with interest thereon at the rate of 8- per cent. per annum from date until paid, also after judgment; both principal and interest payable in U.S. Lawful Money in any State or Territory of the United States of America. In the event of the non-payment of this said note at maturity, or its collection by litigation, I specifically agree to pay all attorneys fees, and all expenses that may be incurred thereby, and to that end, bind my heirs, executors, administrators and assigns forever. Interest payable annually.

(Stamps \$210)

J.P. Jacobsen.

Now, therefore, the said mortgagor, for the purpose of securing the payment of the said promissory note, and the interest thereon or any future advances of money made by the said mortgagee to the said mortgagor, or any security given by the said mortgagee to the said mortgagor, and any other sum or sums to become due by reason of the execution of this mortgage, according to the terms of the said promissory note, or interest thereon, or such future advances, and also for the purpose of securing the payments according to the provisions and conditions hereof, and the discharge of each and every obligation hereby imposed upon the said mortgagor, does hereby mortgage unto the said mortgagee all of that certain real and personal property situated in the Counties of Nye, and Eureka, State of Nevada, and more particularly described as follows:

PERSONAL PROPERTY.

Eight Hundred EWE Sheep, Two Hundred Fifty lambs, and Ten Bucks, all branded thus ① and earmarked thus, ②③④, also all the increase, additions and substitutions of and to said sheep, and also all the wool which may be hereafter shorn from said sheep, and also all the wool which may be hereafter shorn from said sheep.

Handwritten note: Fully paid, the mortgagee has been paid. Oct. 19-1925. C.J. Travers.

EXHIBIT 120

Book A

A "R+C" MORT 38
10/6/1923

mortgage is not made to hinder, delay or defraud any creditor of the said mortgagors.

Subscribed and sworn to before me, this 6th day of October, 1923.

J.P. Jacobsen
Angelo Undabarrena
C.J. Travers
Cashier.

(Notarial Seal) Edgar Eather
Notary Public.

Recorded at the Request of C.J. Travers Oct. 6, A.D. 1923 At 30 minutes past 3 P.M.

Peter Merialdo--Recorder.

File No. 15608.

J.P. Jacobsen,
to Mortgage.
Pedro Etocheverry.

Satisfied Oct. 19-1925

THIS MORTGAGE made and executed this 6th day of October 1923, by and between J.P. Jacobsen, of the County of Eureka, State of Nevada, the party of the first part, and mortgagor herein, and PEDRO ETCHEVERRY, of the same County and State, the party of the second part, and mortgagee herein,

WITNESSETH:

WHEREAS the said mortgagor, at the date hereof, is indebted to PEDRO ETCHEVERRY, the mortgagee herein, in the sum of Ten Thousand Four Hundred Dollars, (\$10,400.00), in gold coin of the United States of America, with interest thereon as is evidenced by one certain promissory note in the words and figures following, to wit:
\$10,400.00
September 29, 1923.

Sept. 29th, 1923, without grace, I promise to pay Pedro Etocheverry, or order, the sum of Ten Thousand Four Hundred Dollars in U.S. Lawful Money, for value received, with interest thereon at the rate of 8- per cent. per annum from date until paid, also after judgment; both principal and interest payable in U.S. Lawful Money in any State or Territory of the United States of America. In the event of the non-payment of this said note at maturity, or its collection by litigation, I specifically agree to pay all attorneys fees, and all expenses that may be incurred thereby, and to that end, bind my heirs, executors, administrators and assigns forever. Interest payable annually.

(Stamps \$210)

J.P. Jacobsen.

Now, therefore, the said mortgagor, for the purpose of securing the payment of the said promissory note, and the interest thereon or any future advances of money made by the said mortgagee to the said mortgagor, or any security given by the said mortgagee to the said mortgagor, and any other sum or sums to become due by reason of the execution of this mortgage, according to the terms of the said promissory note, or interest thereon, or such future advances, and also for the purpose of securing the payments according to the provisions and conditions hereof, and the discharge of each and every obligation hereby imposed upon the said mortgagor, does hereby mortgage unto the said mortgagee all of that certain real and personal property situated in the Counties of Nye, and Eureka, State of Nevada, and more particularly described as follows:

PERSONAL PROPERTY.

Eight Hundred EWE Sheep, Two Hundred fifty lambs, and Ten Bucks, all branded thus ① and earmarked thus, also all the increase, additions and substitutions of and to said sheep, and also all the wool which may be hereafter shorn from said sheep, and also all the wool which may be hereafter shorn from said sheep.

Handwritten note:
I hereby certify that the party of the first part, J.P. Jacobsen, has paid the mortgage of \$10,400.00 to Pedro Etocheverry on the 19th day of October, 1925.
C.J. Travers

B3CA

Said sheep are now grazing upon the public domain in the County of Eureka, State of Nevada. Said Sheep are to be ranged in the Counties of Eureka, and Nye, in the State of Nevada, and the mortgagor agrees that he will not remove or permit to be removed any of the above mentioned mortgaged property from the Counties of Nye, and Eureka, State of Nevada, without the consent of the mortgagee in writing first had and obtained.

REAL PROPERTY.

All of his right, title and interest in and to that certain spring, and water right known as and called the MARTIN SPRING, State Engineers Certificate Number 5035, and being situated in Sand Springs, Nye County, Nevada, together with all the improvements located upon the above described spring, and all water, water rights, dams, ditches and reservoirs appurtenant to or used in connection therewith.

It is hereby expressly agreed that the said mortgagor shall have the right to retain possession of all of the above described mortgaged property until there is a breach of some condition or covenant of this mortgage, or until the mortgagee or his duly authorized agent or agents shall take possession of said property under the terms, powers or privileges granted the mortgagee by virtue of this mortgage.

The said mortgagor hereby expressly covenants and agrees to and with the said mortgagee that during the subsistence of this mortgage he will well and faithfully care for all of the above described mortgaged property, and will pay all taxes and assessments due or to become due thereon and legally existing against said property and will handle and care for said property according to the customary manner of handling and caring for the same, to the end that the security hereby given shall not be impaired or lessened.

It is further understood and agreed that in the event the said mortgagor shall fail to pay any instalment of interest, or any taxes and assessments legally existing against the above described property that the said mortgagee may pay said taxes or assessments in order to protect the property hereby mortgaged against levy and sale, and any amount so paid as taxes or assessments shall immediately become secured by the said mortgage and the same may be considered by the said mortgagee as a breach of this mortgage.

The said mortgagor agrees that upon any breach of any of the covenants or agreements herein contained the said mortgagee shall have the right to take immediate possession of all of the above described persona property and sell the same, and out of the proceeds of said sale retain the amount then found due on said promissory note and this mortgage, together with the costs and expenses of said sale, and a reasonable attorney's fee of not less than ten per cent of the amount then found due, the overplus, of any there be, to be paid over to the mortgagor, his heirs or assigns.

IN WITNESS WHEREOF the said mortgagor has hereunto set his hand on the day and year first above written.

J.P.Jacobsen

State of Nevada,)
) SS
County of Eureka.)

On this 6th day of October, 1923, personally appeared before me, Edgar Eather, a Notary Public, in and for the County of Eureka, State of Nevada, J.P.Jacobsen, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he 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 in my office on the day and year in this certificate first above written.

(Notarial Seal)

Edgar Eather
Notary Public.

State of Nevada, SS.
County of Eureka.

J.P.Jacobsen the mortgagor named in the foregoing mortgage, and Pedro Stoheverry the mortgages named in the foregoing mortgage, being each duly sworn deposes and says: that the foregoing mortgage is made in good faith, and given for a debt actually owing from the mortgagor to the mortgagee in the sum of \$10,400.00 borrowed money and for which one promissory note was given, a copy of said note is included in the foregoing mortgage, and that said mortgage is not made to hinder, delay or defraud any creditor of the said mortgagor.

Subscribed and sworn to before me this 6th day of October, 1923.
(Notarial Seal) Edgar Mather Notary Public.

J.P. Jacobsen
Pedro Stoheverry

Recorded at the request of C.J.Travers Oct. 6, A.D. 1923 At 35 minutes past 3 P.M.
Peter Merialdo--Recorder.

John B. Venturino,)
to) Real & Chattel Mortgage.
Nick Ratto.)

File No. 15664.

I hereby certify that this Mortgage has been fully paid, satisfied and discharged.

Dated Jan. 15, 1924. Nick Ratto

THIS INSTRUMENT made this 6th day of December, 1923, between John B. Venturino, of the town of Eureka, County of Eureka, State of Nevada, the party of the first part, and NICK RATTO, of the same town, County and State, the party of the second part,

W I T N E S S E T H:

That the party of the first part, for and in consideration of the sum of Three thousand (\$3000.) dollars, current lawful money of the United States of America, to him in hand paid, the receipt whereof is hereby acknowledged, does by these presents, grant unto the said party of the second part, his heirs and assigns, forever, those certain lots, pieces or parcels of land situate in the town of Eureka, County of Eureka, State of Nevada, and bounded and particularly described as follows, to-wit: Lot Number Two (2), in Block Number Twenty Two (22) as laid down and described upon the official map of the town of Eureka, Nevada, together with all the improvements thereon, and all the furniture and fixtures therein contained, and known as the Venturino Store building, also Lot Number Three (3) in Block Number (15), as laid down and described upon the official map of the town of Eureka, State of Nevada, together with all improvements located on said lot.

Together with all and singular the tenements, hereditaments, and appurtenances therunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the said premises, unto the said party of the second part, his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of a certain promissory note of even date herewith, and in the words and figures following, to-wit:

\$3000.00 Eureka, Nevada, December 6th, 1923.
On or before 4 years after date, without grace, I promise to pay NICK RATTO, or order, the sum of Three Thousand and no/100 Dollars, in U.S. Lawful Money, for value received, with interest thereon at the rate of -12- per cent. per ANNUM from date until paid, also after judgment; both principal and interest payable in U.S. Lawful Money, in any State or Territory of the United States of America.

EXHIBIT 121

19 DEEDS 551 551.
6/25/1924

File No. 15801.

Lila Cecila Cox, George E. Cox, }
to } Deed. (U.S.I.R. Stamps affixed and cancelled \$2.50)
Jorgen P. Jacobsen. }

THIS INDENTURE, made the 25th day of June, 1924, between Lila Cecila Cox, and George E. Cox, both of the County of Eureka, State of Nevada, the parties of the first part, and Jorgen P. Jacobsen, of the same County and State, the party of the second part,

W I T N E S S E T H:

That the said parties of the first part, for and in consideration of the sum of Ten dollars, current lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is heroby acknowledged, do by these presents grant, bargain, sell, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever, all those certain lots, pieces and parcels of land, situate in the County of Eureka, State of Nevada, and bounded and described as follows, to wit:

The SW $\frac{1}{2}$ of the NW $\frac{1}{2}$ and the NE $\frac{1}{2}$ of the SW $\frac{1}{2}$ of Section 22, Township 24, N.R. 54 E; the SE $\frac{1}{2}$ of the NW $\frac{1}{2}$, and the NE $\frac{1}{2}$ of the SW $\frac{1}{2}$ of Sec. 22, Township 24, N.R. 54 E; the W $\frac{1}{2}$ of the NE $\frac{1}{2}$ of Section 22, Township 24, N.R. 54 East; the W $\frac{1}{2}$ of the SE $\frac{1}{2}$ of Section 34, township 24 N. R. 54 East; the S $\frac{1}{2}$ of the SW $\frac{1}{2}$ of Section 27 and the NE $\frac{1}{2}$ of the NW $\frac{1}{2}$ of Section 34, Township 24, N.R. 54 East; and the SE $\frac{1}{2}$ of NW $\frac{1}{2}$ of Section 34, Township 24, North, Range 54 East; and the E $\frac{1}{2}$ of SW $\frac{1}{2}$ of Section 34, Township 24, N.R. 54 East, containing 560 acres of land more or less, together with all improvements located on said land, and all of the water, water rights, dams, ditches, reservoirs used in connection with the irrigation of the above described real estate, or otherwise, also all of the waters flowing from Telegraph Canyon, Neil Canyon, Judd Canyon, and Jacklo Canyon, and all water and waters rights owned by said first parties known as and called Three Barrel Spring, and Jacklo Canyon Spring, and Duck Pond Spring, being State Engineers Serial Number 6965, also all farming implements, wagons, and blacksmith tools used in connection with the above described property, and any and all other property owned by the said parties of the first part and situate in Diamond Valley, Eureka County, Nevada, save and except the wearing apparel, and furniture belonging to said first parties.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and To Hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seals, the day and year first above written.

Lila Cecelia Cox SEAL
George Edwin Cox SEAL

State of Nevada,
ss.
County of Eureka

On this 25th day of June, 1924, personally appeared before me, Edgar Eather, a Notary Public, in and for the County of Eureka, State of Nevada, Lila Cecelia Cox, and George E. Cox, 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 in office on the day and year in this certificate first above written.

(Notarial Seal)

Edgar Eather
Notary Public.

Recorded at the Request of Jorgen P. Jacobsen June 25, A.D. 1924 At 20 minutes past 11 A.M.

Peter Morialdo---Recorder.

EXHIBIT 122

Mortgages F

F MORT 280
7/11/1924

File No. 15630.

J.P. Jacobsen, and wife,
to
The First National Bank, Winnemucca, Nevada.)

MORTGAGE

Satisfied See Page "307"

Dated June 25, A.D. 1924.

THIS MORTGAGE, made the 25th day of June, 1924, between Jorgen F. Jacobsen, and Mrs. J.P. Jacobsen, his wife, of the County of Eureka, State of Nevada, the parys of the first part, mortgagor, and The First National Bank of Winnemucca, a corporation organized and existing under the laws of the State of Nevada, the party of the second part, mortgagee.

W I T N E S S E T H:

THAT WHEREAS, the said mortgagor is justly indebted to the said mortgagee in the sum of Seven Thousand Dollars, lawful money of the United States of America, evidenced by a certain promissory note, bearing even date with these presents, which said promissory note is in the words and figures following, to-wit:

\$7000.00

Winnemucca, Nevada, June 25th, 1924.

On Demand after date, without grace, for value received, we or either of us promise to pay to The First National Bank of Winnemucca or order, at its Banking office in Winnemucca, Nevada, the sum of Seven Thousand DOLLARS in lawful money of the United States, with interest thereon at the rate of -8- per cent. per annum from date until paid. Interest payable Semi-annually, also after judgment.

The endorsors, sureties, guarantors and assignors, severally waive presentation for payment, protest and notice of protest for non-payment of this note, and all defenses on the ground of any extension of time of its payment that may be given by the holder or holders, to them or either of them, or to the maker thereof. In the event of the non-payment of this said note at maturity, or its collection by suit, I agree to pay all expenses that may be incurred thereby, including a reasonable attorney's fee, and to that end bind myself, my heirs, executors, administrators and assigns forever. For the purpose of attachment or levy of execution, this note shall be payable wherever I may be situated, at the option of the holder.

J.P. Jacobsen

Mrs. J.P. Jacobsen

NOW, THIS MORTGAGE WITNESSETH:

That the said mortgagor for and in consideration of the premises, and the sum of One (\$1.00) Dollar to him/her in hand paid by the said mortgagee, the receipt whereof is hereby acknowledged has granted, bargained, sold, conveyed, confirmed and set over and does by these presents grant, bargain, sell, convey, confirm and set over unto the said mortgagee, its successors and assigns forever, all those certain premises, situated, lying and being in the County of Eureka, State of Nevada, and bounded and particularly described as follows, to-wit: the West Half of the North East quarter of Section twenty-two, Township twenty-four North, Range 54 East; the West half of the South east quarter of Section thirty-four Township twenty-four North, Range fifty-four East; the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section twenty-two Township twenty-four North, Range fifty-four East; the Southwest quarter of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section Twenty-two Township Twenty-four North, Range fifty-four East; the South half of the Southwest quarter of Section Twenty-seven and the Northeast quarter of the Northwest quarter of Section thirty-four Township Twenty-four North, Range fifty-four East; the Southeast quarter of Northwest quarter of Section thirty-four, Township Twenty-four North, Range fifty-four east; the East Half of Southwest quarter of Section thirty-four, Township Twenty-four North, Range fifty-four East; the South half of Section 3; the south half of the northwest quarter of Section 3; the Southwest quarter of the Northeast quarter of Section 3; Lot 4 of Section 3; Lots 1, 2, and 3 in Section 4;

Satisfied

the South half of North half of Section 4; the Southwest quarter of section four; the South half of southeast quarter of Section 4; the Northeast quarter of Southeast quarter of Section 4; the northeast quarter of Section 9; the West half of Section 10; the West half of Northeast quarter of Section 10; the Northeast quarter of the Northeast quarter of Section 10; the Northwest of Southeast quarter of Section 15; all in Township 23 N.R. 54 East, M.D.E. & M. containing in all 2284 acres of land more or less, together with all improvements located on the above described lands and all water, water rights, dams, ditches, and reservoirs used in the connection with the irrigation of the above described lands or otherwise.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

All sums secured by any of the terms of this mortgage are hereby declared to be a lien upon the property above described, and this mortgage is intended to secure, and the mortgagor does hereby mortgage the above described property and the whole thereof to the said mortgagee for the purpose of securing:

FIRST: The performance of the promises, and obligations of this mortgage and the payment of the indebtedness above described, with interest, as evidenced by the promissory note hereinabove set forth.

SECOND: The payment of a reasonable attorney's fee in case suit is started for the collection of said note, and the payment of all costs and expenses of such suit, whether said suit be prosecuted to judgment or not, and also all costs of any sale made hereunder without court proceedings, including in case of such sale, an attorney's fee equal to ten (10%) per cent. of the amount due at the date of such sale upon the principal and interest of the promissory note above set forth.

THIRD: The payment in lawful money of the United States of all sums expended or advanced by the mortgagee for taxes or assessments levied or assessed against the property secured hereby, fire insurance upon the same, or for any other purpose provided for by the terms of this mortgage, together with interest upon any such sums from the date of payment by the mortgagee until repaid at the rate of twelve (12%) per cent. per annum.

FOURTH: The payment in lawful money of the United States of any and all moneys other and in addition to those expressly mentioned herein, that may hereafter become or be due or payable from said mortgagor to the said mortgagee from any cause whatsoever.

These presents are upon the express condition that if all sums of money secured hereby to be paid, shall be paid, at the times and places and in the manner herein mentioned, then, and in that case, these presents and the estate hereby mentioned shall cease, determine and be void, and the said mortgagor for himself/herself and his/ her heirs, executors, administrators, successors and assigns does hereby covenant, promise and agree to pay the said mortgage, its successors and assigns in lawful money of the United States all sums secured hereby to be paid, as aforesaid, at the times and in the manner herein and in said promissory note specified, and if default shall be made in the payment of the principal or interest, or any part thereof, respectively, as provided in the promissory note hereinabove set forth, at the time in said note specified for the payment thereof, then, and in any such case, the whole of said principal sum which shall then remain unpaid shall forthwith become payable although the time expressed in said note for the payment thereof shall not have arrived, and in the event of any such default of either principal or interest, the mortgagee may at its option:

Satisfied

Mortgage

First: Sell all of the interest of the mortgagor in said premises at public sale, for cash or on credit, and apply the proceeds, first, to the unpaid principal and interest on said promissory note, at the time of sale, the costs of such sale, including an attorney's fee equal to ten (10%) per cent. of the amount due at the date of such sale upon the principal and interest of the promissory note above set forth, which said attorney's fee is hereby agreed between the parties hereto to be a reasonable attorney's fee, and all other amounts due from the mortgagor, his/her heirs, executors, administrators, successors and assigns, to the mortgagee, its successors and assigns, hereunder or secured hereby as above set forth, and if there shall be a surplus, then the balance shall be paid over to the mortgagor. And the said mortgagor for himself/herself and his/her heirs, executors, administrators, successors and assigns does hereby authorize and empower the said mortgagee, its successors and assigns to sell said property and to execute a deed conveying to the purchaser thereof an absolute title thereto to the same extent and in the same manner as the mortgagor might personally do, and the title so made by the said sale, the said mortgagor does hereby agree to defend against all persons; such sale shall be conducted at the Banking House of the mortgagee. Unless otherwise provided by law, notice of the time and place of such sale shall be given by publication once a week for four successive weeks in a newspaper published in the County in which the property is situated, or, if there be no such newspaper, by posting such notice at least four weeks prior to the date of such sale in three public places in such County; a copy of such notice shall also be mailed by registered mail to the mortgagor, his/her heirs, executors, administrators, successors, and assigns at his/her last known post office address. It shall not be necessary for the purchaser or purchasers at any sale or sales purporting to be made under the powers hereby granted (provided the said sale or sales appear upon the face of the proceedings to be made in conformity with said powers) to inquire into or in any way be or become responsible for the actual existence of the contingency or contingencies upon which said sale or sales shall by the said mortgagee be asserted to be made, and the title of the purchaser or purchasers of the property so sold shall be good, sufficient, valid, and unimpeachable; or,

Second: At the option of the mortgagee, its successors and assigns, suit may be immediately brought, and a decree be had to sell the said premises with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, there shall be paid, the principal and interest upon said promissory note, together with the costs and charges of making such sale, including attorney's fees, and all other sums secured by these presents, and any over plus shall be paid over to the mortgagor, his/her heirs, executors, administrators, successors and assigns.

It is expressly covenanted that the mortgagee may become the purchaser of the mortgaged property, or any part thereof, at any sale made under any of the terms of this mortgage.

The mortgagor for himself/herself and his/her heirs, executors, administrators, successors and assigns hereby covenants, promises and agrees, to pay and discharge, as soon as due, all taxes, assessments, liens or other encumbrances now subsisting or hereafter to be laid or imposed upon said premises, including taxes, if any are levied or assessed upon this mortgage, or upon the debt secured hereby, and hereby waives the right to treat the payment of such taxes or assessments as a payment of the debt hereby secured, or as being to any extent a discharge thereof; In case said taxes, assessments, liens or encumbrances so agreed to be paid, be not so paid, then the mortgagee, being hereby made the sole judge of the legality thereof, may, without notice to the mortgagor, pay such taxes, assessments, liens, or encumbrances or cause the same to be removed by suit or otherwise, all at the cost of the mortgagor.

The mortgagor expressly covenants and agrees that during the continuance of this mortgage, the mortgagor or his/her heirs, executors, administrators, successors and assigns, will keep all buildings and improvements on the premises insured against loss by fire, in a reliable company,

Noted by Page 507

to the full insurable value thereof, or to the amount of the principal of said promissory note, if said principal shall be less than the full insurable value thereof, loss, if any, payable to the mortgagee, and will immediately deliver to the mortgagee the policy or policies thereof. If the mortgagor shall fail to procure such insurance the mortgagee may, without notice to the mortgagor, insure and keep insured said buildings and improvements to the amount aforesaid, at the cost of the mortgagor.

The mortgagor further expressly covenants and agrees for himself/herself and his/hers heirs, executors, administrators, successors and assigns, to repay to the mortgagee, its successors and assigns, upon demand, any and all sums which may be advanced by the mortgagee under any of the terms of this mortgage, together with interest thereon at the rate of twelve (12%) per cent. per annum, from date of payment until repaid to mortgagee.

IN WITNESS WHEREOF the mortgagor has executed these presents the day and year first above written.

J.P. Jacobsen
Mrs. J.P. Jacobsen

State of Nevada,)
County of Eureka.)

On this 25th day of June, A.D. one thousand nine hundred and twenty-four personally appeared before me Edgar Eather, a Notary Public of said State, in and for the said County, Jorgon P. Jacobsen, and Mrs. J.P. Jacobsen, his wife, known to me to be the person described in and who executed the within and 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 at my office in the said County and State the day and year in this certificate first above written.

(Notarial Seal)
My commission expires Jan. 4th, 1927.

Edgar Eather
Notary Public of the State of Nevada in
and for the County of Eureka.

Filed for Record at the request of C.J. Travers July 1, A.D. 1924 At 6 Min. past 9 o'clock A.M.
Peter Marial do---Recorder.

File No. 15873.
Robert A. McKay, and Mrs. Robert A. McKay, his wife,
to

I hereby certify that this mortgage has been fully paid and is discharged.
MORTGAGE
THE FARMERS AND MERCHANTS NATIONAL BANK, EUREKA, NEVADA

The Farmers & Merchants National Bank of Eureka, Nevada.

THIS MORTGAGE, made the 30th day of July 1924, between Robert A. McKay, and Mrs. Robert A. McKay, his wife, both of the Town of Eureka, County of Eureka, State of Nevada, the party of the first part, mortgagor, and The Farmers & Merchants National Bank of Eureka, Nevada, a corporation organized and existing under the laws of the United States of America, the party of the second part, mortgagee.

WITNESSETH:

THAT WHEREAS, the said mortgagor is justly indebted to the said mortgagee in the sum of Seven Hundred fifty and no/100 Dollars, lawful money of the United States of America, evidenced by a certain promissory note, bearing even date with these presents, which said promissory note is in the words and figures following, to-wit:

\$750.00 Eureka, Nevada, July 30, 1924.

On Demand after date, without grace, for value received, I promise to pay to The Farmers & Merchants National Bank of Eureka, Nevada, or order, at its Banking Office in Eureka, Nevada the sum of Seven Hundred fifty and no/100 DOLLARS in lawful money of the United States, with interest thereon at the rate of -8- per cent. per annum from date until paid. Interest payable Semi-annually, also after judgment.

EXHIBIT 123

20 DEED 177
9/24/1926

File No.16947.

Andrew D. Crofut and Mary E. Crofut, }
to } DEED.
J.P. Jacobsen. }

THIS INDENTURE, made the Second day of September one thousand nine hundred and twenty-six BETWEEN Andrew D. Crofut, and Mary E. Crofut, his wife, both of the County of Eureka, State of Nevada, the parties of the first part, and J.P. Jacobsen, of Eureka, Eureka County, State of Nevada, the party of the second part

WITNESSETH: That the said parties of the first part, in consideration of the sum of One Hundred and no/100 dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, and sell unto the said party of the second part, and to his heirs and assigns forever, all of their right, title and interest in and to those certain lots, pieces or parcels of land situate in the Diamond Valley County of Eureka, State of Nevada, and bounded and described as follows, to-wit:

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, and Lots 2 and 3 in Section 4, all in Township 24 N.R. 54 E.M.D.B. & M. The S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 9, and the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 9, in Township 24 N.R. 54 E. M.D.B. & M.; the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 10, Township 24 N.R. 54 E. M.D.B. & M. together with all water, water-rights, dams and ditches connected therewith or appurtenant thereto, and also those water rights initiated by J.P. Jacobsen by application No.2441. Certificate recorded in the office of the County Recorder of Eureka County, Nevada, in book "A" of Water Locations Page 137, together with all right, title and interest in that certain ditch and ditch rights, commencing at or near the mouth of Davis Canyon, and running in a Southerly direction to Section 4 in Township 24, N.R.54 E. M.D.B.&M. Said ditch being used for the purpose of transporting the above mentioned water. Also all right, title, and interest in and to the use of the waters described in that certificate of appropriation designated in the State Engineers office at Carson City, Nevada, under Serial Number O1596. Together with all buildings and improvements located on the above described premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part, have hereunto set their hands the day and year first above written.

Signed and Delivered in the Presence of) Andrew D. Crofut
) Mary E. Crofut.

State of Nevada ss.
County of Eureka

On this 2nd day of September, 1926, personally appeared before me, Edgar Eather, a Notary Public, in and for the County of Eureka, State of Nevada, Andrew D. Crofut, and Mary E. Crofut, his wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they, and each of them, 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 in office on the day and year in this certificate first above written.

(Notarial Seal)

Edgar Eather
Notary Public.

Recorded at the Request of J.P. Jacobsen Sept. 24, 1926 at 40 minutes past 1 o'clock P.M.

Peter Meriardo-----Recorder.

EXHIBIT 124

20 DEED 183
11/4/1926

believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the day of Oct., 1926.

(New York Seal)


William T. Collins..
Clerk

Recorded at the request of Frederick P. Smith Oct. 28, A.D. 1926 at 45 minutes past 4 P.M.
Peter Merialdo, Recorder.

File No. 16983.

J. P. Jacobsen, & Grace Jacobsen }
to } D E E D.
Martin Etchemendy }

THIS INDENTURE, made the Fourth day of September one thousand nine hundred and twenty-six BETWEEN J. P. Jacobsen, and Grace Jacobsen, his wife, both of the County of Eureka, State of Nevada, the parties of the first part, and Martin Etchemendy, of Eureka, County of Eureka, State of Nevada, the party of the second part,

WITNESSETH: That the said party of the first part, in consideration of the sum of One Hundred and No/100 dollars, lawful money of the United States of America; to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, and sell unto the said party of the second part, and to his heirs and assigns forever, all their right, title and interest in and to those certain lots, pieces or parcels of land situate in the Diamond Valley, County of Eureka, State of Nevada, and bounded and described as follows, to-wit: The SW $\frac{1}{2}$ of the NE $\frac{1}{2}$ of Section 4, and the SE $\frac{1}{2}$ of the NW $\frac{1}{2}$ of Section 4, and Lots 2 and 3 in Section 4, all in Township 24 N.R. 54 E.M.D. B. & M; The S $\frac{1}{2}$ of the NE $\frac{1}{2}$ of Section 9, and the N $\frac{1}{2}$ of the SE $\frac{1}{2}$ of Section 9, in Township 24 N.R. 54 E.M.D.B. & M; The SW $\frac{1}{2}$ of the SW $\frac{1}{2}$ of Section 10, Township 24 N.R. 54 E.M.D.B. & M, together with all water, water-rights, dams and ditches connected therewith or appurtenant thereto, also those water rights initiated by J. P. Jacobsen by application No. 2441. Certificate recorded in the office of the County Recorder of Eureka County, Nevada, in Book "A" of Water locations Page 137. together with all right, title and interest in that certain ditch and ditch rights, commencing at or near the mouth of Davis Canyon, and running in a southerly direction to Section 4 in Township 24, N.R. 54 E.M.D.B. & M. Also all right, title and interest in and to the use of the waters described in that certain certificate of appropriation designated in the State Engineers office at Carson City, Nevada under Serial No. 01596. Together with all buildings and improvements located on the above described premises, and all wagons, tools and farming machinery of whatever kind and description; also FIVE Work HORSES, and TWO Saddle Horses, branded  on left thigh or shoulder, and also all poultry now on said Ranch and premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part, have hereunto set their hands the day

and year first above written.

Signed and Delivered in the Presence of)

J. P. Jacobsen

Grace Jacobsen

State of Nevada, Request of Martin Etchemendy Nov. 4 1926 at 30 min. past 10 o'clock A.M. in County of Eureka ss. Nevada County records.

On this 4th day of September, 1926, personally appeared before me, Edgar Eather, a Notary Public, in and for the County of Eureka, State of Nevada, J. P. Jacobsen, and Grace Jacobsen, his wife, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that they, and each of them executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have herunto set my hand and affixed my official seal in office on the day and year in this certificate first above written.

(Notarial Seal)

Edgar Eather

Notary Public.

Recorded at the request of Martin Etchemendy Nov. 4 1926 at 30 min. past 10 o'clock A.M.

Peter Meriardo--Recorder.

File No. 16988.

Mrs. Mary Fulton,)

to)

DEED.

Stanley Fine & Grace Fine)

THIS INDENTURE, Made the ninth day of November one thousand nine hundred and twenty-six BETWEEN Mrs. Mary Fulton, of the town of Eureka, County of Eureka, State of Nevada, the party of the first part, and Stanley Fine and Grace Fine, his wife, both of the town of Eureka, County of Eureka, State of Nevada, the parties of the second part, WITNESSETH: That the said party of the first part, in consideration of the sum of Ten and no/100 Dollars, lawful money of the United States of America, to her in hand paid, by the said parties of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell, unto the said parties of the second part, and to their heirs and assigns, forever; all those certain lots, pieces or parcels of land situate in the Town of Eureka, County of Eureka, State of Nevada, and bounded and described as follows, to-wit:

Lots 14 and 15 in Block Number 73, and Lots, 1, 2, 3, and 4 in Block Number 72, together with all buildings, stables, sheds, fences, and all furniture and fixtures, and everything contained or appurtenant to said buildings or sheds.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging, or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, the said premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand the day and year first above written.

SIGNED AND DELIVERED IN THE PRESENCE OF)

Peter Meriardo

Mrs. Mary Fulton

EXHIBIT 125

C CHATTEL MTG 44
11/4/1926
Chattel mortgage
BK C Pg 46

File No. 16984.

Martin Etchemendy, & J. Mary Etchemendy }
to }
J. P. Jacobsen }

See Page 254 for Satisfaction
M O R T G A G E.

THIS MORTGAGE, made the Fourth day of September one thousand nine hundred and twenty-six BY Martin Etchemendy, and J. Mary Etchemendy, his wife, of Eureka County, Nevada, by occupation Stockraiser mortgagors to J. P. Jacobsen, of Eureka County of Eureka, State of Nevada, by occupation Rancher and Stockraiser mortgagee,
WITNESSETH: That the said mortgagors mortgage to the said mortgagee all that certain personal property situated and described as follows, to-wit: An undivided one half interest in One Thousand nine hundred forty two Ewe Sheep, and an undivided one-half interest in Thirteen hundred Lambs, and an undivided one-half interest in forty five Bucks, all branded (L and ear marked with a fork in the right ear and under bit in left ear; also an undivided one-half interest in all camp-outfits and equipment. Said live stock above mentioned now being ranged on the public domain in the County of Eureka, State of Nevada, and under the charge and control of the mortgagors. As security for the payment to the said J. P. Jacobsen the said mortgagee, of Fourteen thousand five hundred Dollars, lawful money of the United States of America, on the _____ day of _____ one thousand nine hundred and _____ with interest thereon at the rate of -8- per cent. per Annum according to the terms and conditions of a certain promissory note dated Eureka, Nevada, September 4th, 1926, and in the words and figures following, to-wit:

\$14,500.00 Eureka, Nevada, Sept. 4th, 1926.

On Demand after date, without grace we promise to pay to J. P. Jacobsen, or order, the sum of Fourteen Thousand five hundred and no/100 dollars, in U. S. Lawful money of the United States of America, for value received, with interest thereon at the rate of -8- per cent. per annum from date until paid, also after judgment; both principal and interest payable in U.S. Lawful money, in any State or Territory of the United States of America. In the event of the non-payment of this said note at maturity, or its collection by litigation, we specifically agree to pay all attorneys fees, and all expenses that may be incurred thereby, and to that end, bid our heirs, executors, administrators and assigns forever. Interest payable Semi-annually.

MARTIN ETCEHENDY
J. MARY ETCEHENDY

It is also agreed that if the mortgagors shall fail to make any payment as in the said promissory note provided, then the mortgagee may take possession of the said property, using all necessary force so to do, and may immediately proceed to sell the same in the manner provided by law, and afrom the proceeds retain the whole amount in said note specified, and pay all costs of sale, including counsel fees not exceeding 10 per cent. upon the amount due, paying the surplus to the said mortgagors.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Signed and Executed in the Presence of)
_____)
_____)
_____)
Martin Etchemendy
J. Mary Etchemendy

EXHIBIT 126

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the party of the second part, his heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of one certain promissory note in the words and figures following, to wit:

\$4000.00

Eureka, Nevada, September 4th, 1926.

On demand after date, without grace, we promise to pay Otto R. Mau, or order the sum of Four Thousand and no/100 dollars, in U.S. Lawful money, for value received, with interest thereon at the rate of 8 per cent. per annum, from date until paid, also after judgment both principal and interest payable in U.S. Lawful money, in any State or Territory of the United States of America. In the event of the non-payment of this said note at maturity, or its collection by litigation we specifically agree to pay all attorneys fees and all expenses that may be incurred thereby, and to that end, bind, ourselves our heirs, executors, administrators and assigns forever. Interest payable Annually.

Martin Etchemendy

J. Mary Etchemendy

and these presents shall be void if such payment be made, according to the tenor and effect thereof; but in case default be made in the payment of the said principal or any installment of interest as provided, then the whole sum of principal and interest shall be due at the option of the party of the second part, or assigns, and suit may be immediately brought and a decree be had to sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, to retain the principal and interest, although the time for payment of said principal sum may not have expired, together with the costs and charges of making such sale, and of suit for foreclosure, including counsel fees at the rate of Ten per per cent upon the amount which may be found to be due for principal and interest by the said decree, and also the amounts both principal and interest of all such payments of liens or other encumbrances as may have been made by the party of the second part by reason of the permissions hereinafter given, and the overplus, if any there be, shall be paid by the the party making such sale, on demand, to the parties of the first part, their heirs, executors, administrators or assigns.

AND IT IS HEREBY AGREED, that the party of the second part, heirs, executors, administrators or assigns, may pay and discharge at maturity all liens or other encumbrances now subsisting or hereafter to be laid or imposed upon said lots of land and premises, and which may be in effect a charge thereupon, and such payment shall be allowed with interest thereon at the rate of 8 per cent per annum; and such payments, and interest, and the counsel fees, costs and other expenditures mentioned in this mortgage, shall be considered as secured by these presents, and shall be a charge and preferred lien upon said premises, and shall be repayable, in the same kind of money or currency in which the same may have been paid, and may be deducted from the proceeds of the sale above authorized.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written.

Signed and Delivered in the Presence of

Martin Etchemendy
J. Mary Etchemendy

Mortgages F

State of Nevada,
County of Eureka, SS.

On this 4th day of September, 1926, personally appeared before me, Edgar Eather, a Notary Public, in and for the County of Eureka, State of Nevada, Martin Etohemendy, and J. Mary Etohemendy, his wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that, they and each of them, 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 in office on the day and year in this certificate first above written.

(Notarial Seal)

Edgar Eather
Notary Public

Recorded at the Request of O. R. Mau, Nov. 9, 1926 at 15 min. past 10 o'clock A.M.,

Peter Merioldo--Recorder.

File No. 16989.

Stanley Fine and Grace Fine, His Wife)
to)
Farmers & Merchants National Bank,)

MORTGAGE.

THIS MORTGAGE, made the 9th day of November, 1926, between Stanley Fine and Grace Fine his wife of the City of Eureka, County of Eureka, State of Nevada, the parties of the first part, mortgagors, and Farmers & Merchants National Bank, Eureka, Nevada, a corporation organized and existing under the laws of the United States, the party of the second part, mortgagee.

W I T N E S S E T H:

THAT WHEREAS, the said mortgagors are justly indebted to the said mortgagee in the sum of Twenty Two Hundred Dollars, Dollars, lawful money of the United States of America, evidenced by a certain promissory note, bearing even date with these presents, which said promissory note is in the words and figures following, to-wit:

\$2,200.00

November 9th, 1926.

On Demand after date, without grace, for value received, we, or either of us, promise to pay to The Farmers & Merchants National Bank, Eureka, Nevada or order, at its Banking Office in Eureka, Nevada the sum of Twenty Two Hundred Dollars DOLLARS in lawful money of the United States, with interest thereon at the rate of 8 per cent. per annum from date until paid. Interest Payable Semi Annually, also after judgment.

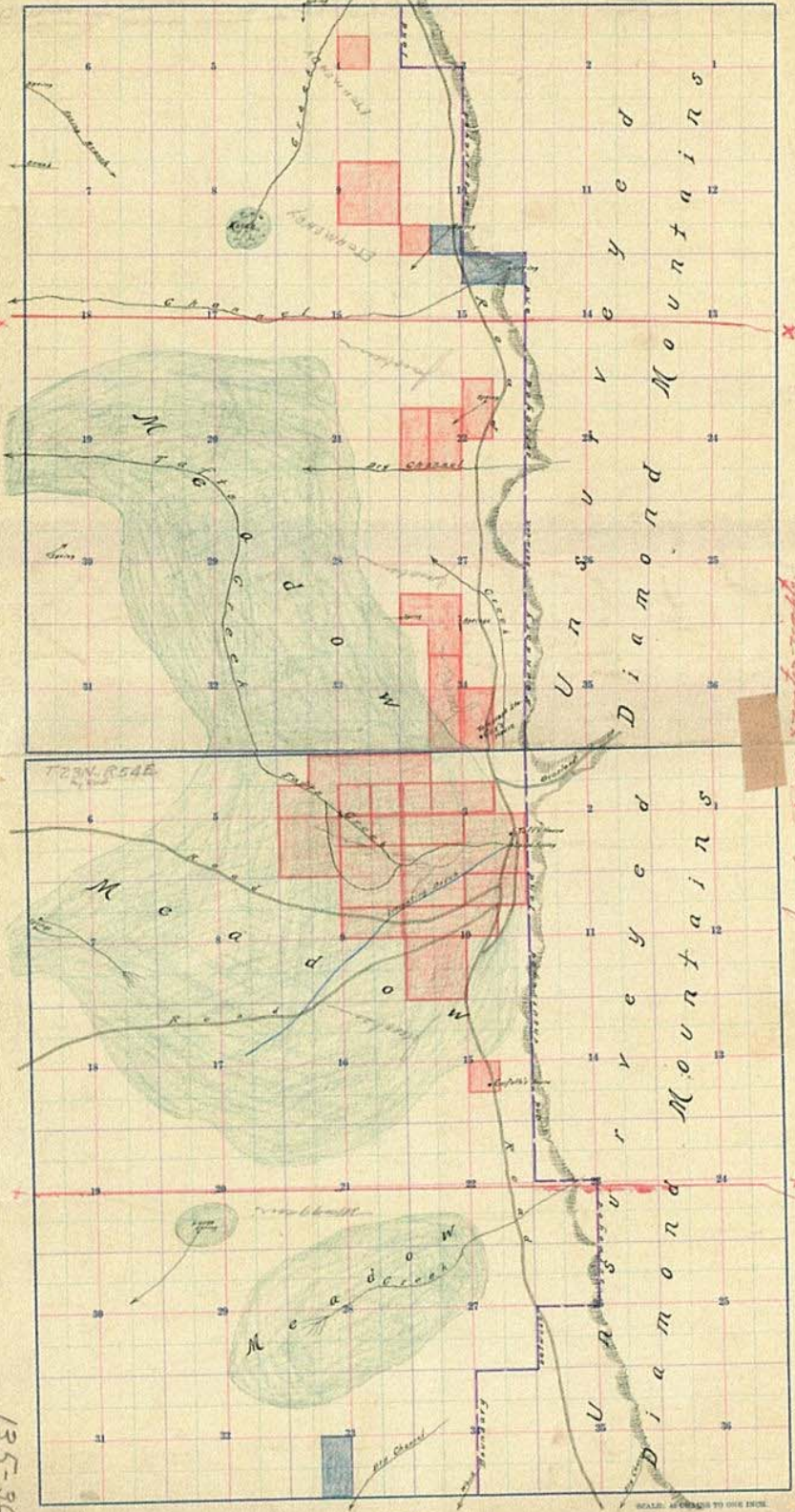
The endorsors, sureties, guarantors and assignors, severally waive presentation for payment, protest and notice of protest for non-payment of this note, and all defenses on the ground of any extension of time of its payment that may be given by the holder or holders, to them or either of them, or to the maker or makers thereof, or either of them. In the event of the non-payment of this said note at maturity, or its collection by suit, we, or either of us, agree to pay all expenses that may be incurred thereby, including a reasonable attorney's fee, and to that end bind ourselves, our heirs, executors, administrators and assigns forever. For the purpose of attachment or levy of execution, this note shall be payable wherever we, or either

EXHIBIT 127

TOWNSHIP PLAT

Township No. *24 North*, Range No. *54* East, M. D. B. and M.

FILED
FEB 20 1928
RECEIVED



135-30

The tracts colored in "red" herein are lands that the State of Nevada has sold and granted to the various applicants therefor. The tract colored in "blue" herein is land belonging to the State of Nevada, which has been withdrawn from all forms of entry.

Office of the Surveyor General, Carson City, Nevada. February 9th, 1928. 135-30

EXHIBIT 128

Mortgages F

F MORT 438
12/22/1930

ident of T. S. CATTLE CO., the corporation that executed the within instrument, and F. S. Smith, known to me to be the Secretary of said corporation, and known to me to be the persons who executed the within instrument on behalf of said corporation, and upon oath did severally depose and say each for himself and not one for the other, that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument 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.

(COMMISSIONER OF DEEDS)
(SEAL)

Louis Wiener
Commissioner of Deeds for the State of Nevada in the State of California. Residing at San Francisco, California.

My commission expires Feb. 15, 1933.

Recorded at the Request of Title Insurance & Guaranty Co. Sept. 5 A.D. 1930 At 0 minutes past 5 P. M.

Peter Merialdo-----Recorder.

Jorgen P. Jacobsen, and Mrs. Grace Jacobsen,
To
Pacific National Agricultural Credit Corporation.)

File No. 18784.

See Book "G" Page 127
for Release

MORTGAGE.

THIS INDENTURE, made the 12th day of December one thousand nine hundred and thirty BETWEEN Jorgen P. Jacobsen and Mrs. Grace Jacobsen, of the County of Eureka, State of Nevada, the parties of the first part, and PACIFIC NATIONAL AGRICULTURAL CORPORATION, organized under the Agricultural Credits Act of 1923 and having its principal place of business at Fresno, California, the party of the second part,
WITNESSETH: That the party of the first part, for and in consideration of the sum of Twenty-eight thousand and no/100 dollars, lawful money of the United States of America, to them in hand paid, the receipt whereof is hereby acknowledged, does by these presents, grant unto the party of the second part, and to its heirs and assigns, forever, all that certain real property situate in the County of Eureka State of Nevada, bounded and particularly described as follows, to-wit: the West Half of the North East Quarter of Section twenty-two, township twenty-four North, Range 54 East; the West half of the South East quarter of Section thirty-four Township twenty-four North, Range fifty-four East; the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section twenty-two Township twenty-four north, Range fifty-four East; the Southwest quarter of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section Twenty-two Township twenty-four North, Range fifty-four East; the South Half of the Southwest quarter of Section Twenty-seven and the Northeast quarter of the Northwest quarter of Section thirty-four Township Twenty-four North, Range fifty-four East; the Southeast quarter of the Northwest quarter of Section thirty-four, Township Twenty-four North, Range fifty-four east; the East Half of Southwest quarter of Section thirty-four, Township Twenty-four North, Range fifty-four East; the South half of Section 3; the South Half of the northwest quarter of Section 3; the Southwest quarter of the Northeast quarter of Section 3; Lot 4 of Section 3; Lots 1, 2, and 3 in Section 4; the South half of North half of Section 4; the Southwest quarter of section four; the South half of south-east quarter of Section 4; the Northeast quarter of Southeast quarter of Section 4; the northeast quarter of Section 9; the West half of Section 10; the West half of Northeast quarter of Section 10; the Northeast quarter of the Northeast quarter of Section 10; the Northwest of Southeast quarter of Section 10; all in Township 23 N.R. 54 East, M.D.B.&M., containing in all 2884 acres of land, more or less.

Mortgages F 439

together with all improvements located on the above described lands and all water, water rights, dams, ditches and reservoirs used in the connection with the irrigation of the above described lands or otherwise.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the party of the second part, and to its heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of one certain promissory note in the words and figures following, to wit:

Eureka, Nevada,

December 12, 1930.

November 10, 1931 * * * * after date, without grace, and for value received, the undersigned severally promises to pay to Pacific National Agricultural Credit Corporation, or order, at the office of the said Pacific National Agricultural Credit Corporation at San Francisco, California, the principal sum of TWENTY EIGHT THOUSAND AND NO/100 Dollars; and the undersigned further severally promises to pay interest on said amount at the rate of 6 $\frac{1}{2}$ per cent per annum, from date until paid, such interest to be paid semi-annually, both principal and interest to be paid in United States gold coin of the present standard. The undersigned further severally agrees that in case of default in the payment of any of the amounts of interest above stipulated, then the entire unpaid balance, principal and interest, shall become due and payable at the option of the holder of this note, and such amounts shall thereafter bear the same rate of interest as the principal, and all amounts paid thereafter shall be applied, first, to the payment of any interest which may then be due and unpaid, and afterward, the balance to the repayment of the said principal sum. The makers, sureties, guarantors and endorsers hereof severally waive presentment, demand, protest and notice of every kind. In the event this note is placed in the hands of an attorney for collection, or suit is brought on the same or any portion thereof, the undersigned further severally agrees to pay the additional sum of 10% in like gold coin upon the amount found due, principal and interest, as a collection fee. This note is secured by a mortgage dated December 12, 1930.

Jorgen P. Jacobsen
Mrs. Grace Jacobsen.

and these presents shall be void if such payment be made, according to the tenor and effect thereof; but in case default be made in the payment of the said principal or any installment of interest as provided, then the whole sum of principal and interest shall be due and the option of the party of the second part, or assigns, and suit may be immediately brought and a decree be had to sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale to retain the principal and interest, although the time for payment of said principal sum may not have expired, together with the costs and charges of making such sale, and of suit for foreclosure, including counsel fees at the rate of 10% per cent upon the amount which may be found to be due for principal and interest by the said decree, and also the amounts both principal and interest of all such payments of liens or other encumbrances as may have been made by the party of the second part by reason of the permission hereinafter given, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the parties of the first part, their heirs, executors, administrators or assigns.

AND IT IS HEREBY AGREED, that the party of the second part, their heirs, executors, administrators or assigns, may pay and discharge at maturity all liens or other encumbrances now subsisting or hereafter to be laid or imposed upon said real property, and which may be in effect a charge thereupon, and such payment shall be allowed with interest thereon at the rate of 6 $\frac{1}{2}$ per cent per annum; and such payments, and interest, and the counsel fees, costs, and other expenditures mentioned in this mortgage, shall be considered as secured by these presents.

Mortgages F

and shall be a charge and preferred lien upon said premises, and shall be repayable, in the same kind of money or currency in which the same may have been paid, and may be deducted from the proceeds of the sale above authorized.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written.

Signed and Delivered in the Presence of

Jorgen P. Jacobsen

Mrs. Grace Jacobsen

STATE OF NEVADA, }
County of Eureka. } ss.

On this 12th day of December, A.D. 1930, personally appeared before me, Peter Merialdo, County Recorder & ex-officio Auditor, in and for the County of Eureka, State of Nevada, JORGEN P. JACOBSEN, and MRS. GRACE JACOBSEN, his wife, known to me to be the persons described in, and who executed the foregoing instrument, who acknowledged to me, that they, and each of them, 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 first above written.

(Co. Recorder & Auditor's Seal)

Peter Merialdo
County Recorder & Auditor
Eureka County, Nevada.

Recorded at the Request of C.L. Tobin Dec. 22, 1930 at 31 min. past 9 o'clock A.M.

Peter Merialdo---Recorder.

File No. 18787.

T.S. Cattle Co., a corporation,
Grantors

Loan No. 886.

To

DEED OF TRUST

John V. Hawley, D.A. Dickie and T.A. East,
Trustees,
and

Dated August 9th 1930.

WESTERN STATES LIFE INSURANCE COMPANY,
Beneficiary.

See Page 451 for Assignment
See Book "H" Page 26 for Satisfaction

THIS DEED OF TRUST, made this ninth day of August 1930, by and between T.S. Cattle Co., a corporation organized and existing under and by virtue of the laws of the State of Nevada, hereinafter called the Grantors, and John V. Hawley, D.A. Dickie and T.A. East, of the City and County of San Francisco, State of California, hereinafter called the Trustees, and WESTERN STATES LIFE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of California and having its office and principal place of business in the City and County of San Francisco, State of California, hereinafter called the Beneficiary, WITNESSETH THAT,

WHEREAS, the Grantors are indebted to the Beneficiary, in Gold Coin of the United States, in the sum of One Hundred Fifteen Thousand (\$115,000.00) Dollars, and have agreed to repay the same, with interest, to the Beneficiary or order, in like Gold Coin, according to the terms of a certain Promissory Note of even date herewith, executed and delivered therefor by the Grantors to the Beneficiary;

NOW, THEREFORE, the Grantors, in consideration of the premises and of the aforesaid indebtedness to the Beneficiary, and of One Dollar to them in hand paid by the Trustees, the receipt whereof is hereby acknowledged, and for the purpose of securing the payment of said Promissory Note, and of any sum or sums of money, with the interest thereon, that may be paid or advanced by, or may otherwise be due to the Trustees, or the Beneficiary, under the provisions of this instrument, and also such additional sums as may be hereafter borrowed and received by the Grantors, or either of them from the Beneficiary, do hereby grant, bargain, sell, convey and confirm unto the Trustees, in joint tenancy, and to the survivor of them, their successors and

See Book 14 for Satisfaction

EXHIBIT 129

6 MDRT 3 3
4/19/1934

State of Nevada SS
County of Eureka

On this 15th day of April 1934 personally appeared before me, Peter Merialdo, Recorder and Auditor of Eureka County, Nevada, William Martin, and Elizabeth Martin, his wife, both known to me to be the persons described in and who executed the foregoing instrument, and each of whom 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.

(Co. Recorder & ex-officio Auditor's Seal)

Peter Merialdo
Recorder and Auditor of Eureka
County Nevada.

Recorded at the Request of W.R.Reynolds April 16, A.D. 1934 At 30 minutes past 11 A.M.

Peter Merialdo---Recorder.

File No. 19777.

Jorgen P. Jacobsen and Mrs. Grace Jacobsen,

to

Mortgage.

See Page 127 for Release

Pacific National Agricultural Credit Corporation.)

THIS INSTRUMENT, made the 2nd day of April one thousand nine hundred and thirty four between Jorgen P. Jacobsen and Mrs. Grace Jacobsen, of the County of Eureka, State of Nevada, the parties of the first part, and Pacific National Agricultural Credit Corporation, organized under the Agricultural Credits Act of 1923 and having its principal place of business at Fresno, California, the party of the second part,

WITNESSETH:

That the parties of the first part, for and in consideration of the sum of THIRTY NINE THOUSAND SIX HUNDRED THREE AND 22/100 (39,603.22) DOLLARS, lawful money of the United States of America, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents, grant unto the party of the second part, and to its heirs and assigns forever, all that certain real property situate in the County of Eureka, State of Nevada, bounded and particularly described as follows, to-wit:

The West Half of the Northeast quarter of Section twenty-two, Township twenty-four North, Range 54, East; the West half of the Southeast quarter of Section thirty-four, Township twenty-four North, Range fifty-four East; the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section twenty-two Township twenty-four North, Range fifty four East; the Southwest quarter of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section twenty-two, Township twenty-four North, Range fifty-four East; the South half of the Southwest quarter of the Section twenty-seven and the Northeast quarter of the Northwest quarter of Section thirty-four Township twenty-four North, Range fifty-four East; the Southeast quarter of the Northwest quarter of Section thirty-four, township twenty-four North, Range fifty-four East; the East half of Southwest quarter of Section thirty-four, Township Twenty-four North, Range fifty-four East; the South half of Section 3; the South half of the Northwest quarter of Section 3; the Southwest quarter of the Northeast quarter of Section 3; Lot 4 of Section 3; Lots 1, 2, and 3 in Section 4; the South half of North half of Section 4; the Southwest quarter of section 4; the South half of Southeast quarter of Section 4; the Northeast quarter of Southeast quarter of Section 4; the Northeast quarter of Section 9; the West half of Section 10; the West half of Northeast quarter of Section 10; the Northeast quarter of the Northeast quarter of Section 10; the Northwest of Southeast quarter of Section 15; all in Township 23 North, Range 54 East, M. D. B. & N., containing in all 2284 acres of land, more or less, together with all improvements located on the above described lands and all water, water rights, dams, ditches and reservoirs used in the connection with the irrigation of the above described

4 mortgages A

lands or otherwise;

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the party of the second part, and to its heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of one certain promissory note in the words and figures following, to-wit;

COPY

Eureka, Nevada, April 2, 1934 on demand, or if no demand is made, then April 2, 1935 after date, without grace, and for value received, I promise to pay to PACIFIC NATIONAL AGRICULTURAL CREDIT CORPORATION, or order, at the office of the said PACIFIC NATIONAL AGRICULTURAL CREDIT CORPORATION at San Francisco, California, the principal sum of Thirty Nine Thousand Six Hundred Three and 22/100 Dollars; and interest on said amount at the rate of 6 per cent per annum from date until paid, such interest to be paid semi-annually and at maturity, both principal and interest to be paid in United States lawful money. I agree that in case of default in the payment of any of the amounts of interest above stipulated, then the entire unpaid balance, principal and interest, shall become due and payable at the option of the holder of this note, and such amounts shall thereafter bear the same rate of interest as the principal, and all amounts paid thereafter shall be applied, first, to the payment of any interest which may then be due and unpaid, and afterward, the balance to the repayment of the said principal sum. The makers, sureties, guarantors and endorsers hereof severally waive presentment, demand, protest and notice of every kind. In the event this note is placed in the hands of an attorney for collection, or suit is brought on the same or any portion thereof, I agree to pay the additional sum of 10% in like lawful money upon the amount found due, principal, and interest, as a collection fee. This note is secured by a mortgage dated April 2, 1934. This renews note dated November 20, 1933 for \$1700.00, note dated April 24, 1933 for \$500. and note dated November 2, 1932, for \$34,275.47 which renewed note dated December 12, 1930 for \$28,000. note for \$1000. Dated March 15, 1932, note for \$2500. dated May 9, 1932, all secured by mortgage dated December 12, 1930 and also represents additional advances secured by mortgage dated April 2, 1934.

Jorgen P. Jacobsen
Mrs. Grace Jacobsen

and these presents shall be void if such payment be made, according to the tenor and effect thereof; but in case default be made in the payment of the said principal or any installment of interest as provided, then the whole sum of principal and interest shall be due at the option of the party of the second part, or assigns, and suit may be immediately brought and a decree be had to sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale to retain the principal and interest, although the time for payment of said principal sum may not have expired, together with the costs and charges of making such sale, and of suit for foreclosure, including counsel fees, at the rate of ten percent (10%) upon the amount which may be found to be due for principal and interest by the said decree, and also the amounts both principal and interest of all such payments of liens or other encumbrances as may have been made by the party of the second party by reason of the permissions hereinafter given, and the overplus if any there be, shall be paid by the party making such sale, on demand, to the parties of the first part, their heirs, executors, administrators or assigns.

AND IT IS HEREBY AGREED, that the party of the second part, its heirs, executors, administrators or assigns, may pay and discharge at maturity all liens or other encumbrances now subsisting or hereafter to be laid or imposed upon said real property, and which may be in effect a charge thereupon, and such payment shall be allowed with interest thereon at the rate of six

(8%) per cent per annum and such payments, and interest, and the counsel fees, costs, and other expenditures mentioned in this mortgage, shall be considered as secured by these presents, and shall be a charge and preferred lien upon said premises, and shall be repayable, in the same kind of money or currency in which the same may have been paid, and may be deducted from the proceeds of the sale above authorized.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written.

Jorgen P. Jacobsen
Mrs. Grace Jacobsen

STATE OF NEVADA }
COUNTY OF EUREKA } ss.

On this 12th day of April, 1934, personally appeared before me, Ed Delaney, Clerk of the Third District Court of Nevada, Eureka County in and for the County of Eureka, State of Nevada, Jorgen P. Jacobsen, and Mrs. Grace Jacobsen, his wife, known to me to be the persons described in, and who executed the foregoing instrument, who acknowledged to me, that they, and each of them, 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 first above written.

(Seal of Court)

Ed. Delaney
Clerk of the Third District Court of the State of Nevada in and for Eureka County.

Recorded at the request of J. P. Jacobsen April 19 A.D. 1934 at 46 minutes past 10 A.M.

Peter Meriardo-----Recorder.

C.L. Tobin, and Effie R. Tobin,
to

File No. 19794.

The Farmers & Merchants National Bank, Eureka, Nevada. *Debit: 5/14/34*

I hereby certify that this mortgage has been fully paid, satisfied and discharged.
MORTGAGE
FARMERS AND MERCHANTS NATIONAL BANK, EUREKA, NEVADA
Ed. Delaney

THIS MORTGAGE, made the 30th. day of April, 1934, between C.L. Tobin and Effie R. Tobin, his wife, residents of the town of Eureka, County of Eureka, State of Nevada, the party of the first part, mortgagor, and The Farmers & Merchants National Bank of Eureka, Nevada, a corporation organized and existing under the laws of the United States of America the party of the second part, mortgagee; it being understood that any gender includes all other genders, the singular number includes the plural and the plural the singular.

WITNESSETH:

THAT WHEREAS, the said mortgagor is justly indebted to the said mortgagee in the sum of Fifty-one hundred fifty & No/100 Dollars, lawful money of the United States of America, evidenced by one promissory note, bearing even date with these presents, said note being for the principal sum of Fifty-one hundred fifty & No/100 Dollars, payable on demand after date, without grace, to The Farmers & Merchants National Bank of Eureka, or order, at its banking office - Eureka, Nevada, in lawful money of the United States, with interest thereon at the rate of six per cent. per annum from date until paid; interest payable semi-annually, also after judgment. Said note further provides that, in the event of the non-payment of the same at maturity, or its collection by suit, that the maker or makers agree to pay all expenses that may be incurred thereby, including a reasonable attorneys fee, and to that end the maker binds himself, his heirs, executors, administrators, successors and assigns forever; also that for purpose of attachment or levy of execution, that the note shall be payable wherever the maker may be situated at the option of the holder.

EXHIBIT 130

P/1934

T. 22N.

T. 23N.

T. 24N.

T. 25N.

R. 33E.

R. 34E.

R. 35E.

R. 36E.

R. 37E.

R. 38E.

Range Claim - Map
 J.P. Jacobsen
 Eureka, Alaska

BLAIRSOUND

FRANSE

632-34

Copyright, Dec. 1930

EXHIBIT 131

mortgages (7)

6 MORT 90
12/9/1936

File No. 21874.

Jorgen P. Jacobsen, Mrs. Grace P. Jacobsen,
to
Pacific National Agricultural Credit Corporation.)

Mortgage. See Page 127
the Release

THIS INDENTURE, made the 2nd. day of December, one thousand nine hundred and thirty six between Jorgen P. Jacobsen and Mrs. Grace Jacobsen, of the County of Eureka, State of Nevada, the parties of the first part, and Pacific National Agricultural Credit Corporation, organized under the Agricultural Credits Act of 1923 and having its principal place of business at Fresno, California, the party of the second part,

W I T N E S S E T H:

That the parties of the first part, for and in consideration of the sum of Twenty Nine Thousand One Hundred Ninety Five and 98/100 (\$29,195.98) Dollars, lawful money of the United States of America, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents, grant unto the party of the second part, and to its heirs and assigns forever, all that certain real property situate in the County of Eureka, State of Nevada, bounded and particularly described as follows, to-wit:

The West Half of the Northeast quarter of Section twenty-two, Township twenty-four North, Range 54 East; the West half of the Southeast quarter of Section thirty-four, Township twenty-four North, Range fifty four East; the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section twenty-two Township twenty-four North, Range fifty four East; the Southwest quarter of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section twenty-two, Township twenty-four North, Range fifty-four East; the South half of the Southwest quarter of Section twenty-seven and the Northeast quarter of the Northwest quarter of Section thirty-four Township twenty-four North, Range fifty-four East; the Southeast quarter of the Northwest quarter of Section thirty-four, Township twenty-four North, Range fifty-four East; the East half of Southwest quarter of Section thirty-four; Township twenty-four North, Range fifty four East; the South half of Section 3; the South half of the Northwest quarter of Section 3; the Southwest quarter of the Northeast quarter of Section 3; Lot 4, of Section 3; Lots 1, 2 and 3 in Section 4; the South Half of North half of Section 4; the Southwest quarter of Section 4; the South half of Southeast quarter of Section 4; the Northeast quarter of Southeast quarter of Section 4; the Northeast quarter of Section 9; the West half of Section 10; the West half of Northeast quarter of Section 10; the Northeast quarter of the Northeast quarter of Section 10; the Northwest quarter of Southeast quarter of Section 15; all in Township 23 North, Range 54 East, M.D.B. & M., containing in all 2284 acres of land, more or less, together with all improvements located on the above described lands and all water, water rights, dams, ditches and reservoirs used in the connection with the irrigation of the above described lands or otherwise.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the party of the second part, and to its heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of one certain promissory note in the words and figures following, to-wit:

Eureka, Nevada, December 2, 1936.

On demand, or if no demand is made, the July 1, 1937 after date, without grace, and for value received, I promise to pay to Pacific National Agricultural Credit Corporation, or order, at the office of the said Pacific National Agricultural Credit Corporation at San Francisco, California, the principal sum of TWENTY NINE THOUSAND ONE HUNDRED NINETY FIVE AND 98/100 DOLLARS; and interest on said amount at the rate of None per cent per annum, from date until paid, such

mortgages 4

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interest to be paid semi-annually and at maturity, both principal and interest to be paid in United States lawful money. I agree that in case of default in the payment of any of the amounts of interest above stipulated, then the entire unpaid balance, principal and interest, shall become due and payable at the option of the holder of this note, and such amounts shall thereafter bear the same rate of interest as the principal, and all amounts paid thereafter shall be applied, first, to the payment of any interest which may then be due and unpaid, and afterward, the balance to the repayment of the said principal sum. The makers, sureties, guarantors and endorsers thereof severally waive presentment, demand, protest and notice of every kind. In the event this note is placed in the hands of an attorney for collection, or suit is brought on the same or any portion thereof, I agree to pay the additional sum of 10% in like lawful money upon the amount found due, principal and interest, as a collection fee. This note is secured by a mortgage dated December 2, 1936. This renews note dated April 2, 1934 for \$39,603.22 maturing April 2, 1935, secured by mortgage dated April 2, 1934, and also represents additional advances secured by mortgage dated December 2, 1936.

JORGEN P. JACOBSEN

(MRS.) GRACE JACOBSEN

and these presents shall be void if such payment be made, according to the tenor and effect thereof; but in case default be made in the payment of the said principal or any installment of interest as provided, then the whole sum of principal and interest shall be due at the option of the party of the second part, or assigns, and suit may be immediately brought and a decree be had to sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale to retain the principal and interest, although the time for payment of said principal sum may not have expired, together with the costs and charges of making such sale, and of suit for foreclosure, including counsel fees at the rate of ten percent (10%) upon the amount which may be found to be due for principal and interest by the said decree, and also the amounts both principal and interest of all such payments of liens or other encumbrances as may have been made by the party of the second part by reason of the permission hereinafter given, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the parties of the first part, their heirs, executors, administrators or assigns.

AND IT IS HEREBY AGREED, that the party of the second part, its heirs, executors, administrators or assigns, may pay and discharge at maturity all liens or other encumbrances now subsisting or hereafter to be laid or imposed upon said real property, and which may be in effect a charge thereupon, and such payment shall be allowed with interest thereon at the rate of six (6%) per cent per annum and such payments, and interest, and the counsel fees, costs, and other expenditures mentioned in this mortgage, shall be considered as secured by these presents, and shall be a charge and preferred lien upon said premises, and shall be repayable, in the same kind of money or currency in which the same may have been paid, and may be deducted from the proceeds of the sale above authorized.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands, the y and year first above written.

Jorgen P. Jacobsen

(Mrs.) Grace Jacobsen

Mortgages

STATE OF NEVADA }
County of Elko. } ss.

On this 7th day of Dec., 1936, personally appeared before me, Peggy O'Neill, a Notary Public in and for the County of Elko, State of Nevada, JORGEN P. JACOBSEN, and MRS. GRACE JACOBSEN, his wife, known to me to be the persons described in, and who executed the foregoing instrument, who acknowledged to me that they, and each of them, 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 first above written.

(Notarial Seal)

Peggy O'Neill

Recorded at the request of H.H.Reeves Dec. 9, A.D. 1936 At 16 minutes past 3 P.M.

Peter Merialdo----Recorder.

File No. 21894.

HENDERSON BANKING COMPANY MORTGAGE CORPORATION,

-to-

RECONSTRUCTION FINANCE CORPORATION.

REAL MORTGAGE

(EUREKA & LANDER COUNTIES)

Dated January 11th, 1937.

See Page 126 for Release.

THIS MORTGAGE, Made this 11th day of January, 1937, by and between HENDERSON BANKING COMPANY MORTGAGE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Nevada, with principal place of business in the City of Elko, County of Elko, State of Nevada, the party of the first part, hereinafter called the "Mortgagor", and RECONSTRUCTION FINANCE CORPORATION, a public corporation of the United States duly organized and existing under and by virtue of an Act of Congress of the United States of America, the party of the second part, hereinafter called the "Mortgagee",

W I T N E S S E T H:

That WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of SEVEN HUNDRED THOUSAND and no/100 (\$700000.00) DOLLARS, lawful money of the United States, evidenced by a promissory note bearing even date with these presents for the said principal amount, payable on or before February 1, 1938, with interest at the rate of four per cent (4%) per annum, payable semi-annually.

NOW, THIS MORTGAGE WITNESSETH: That the said Mortgagor, for and in consideration of the premises, and the sum of ONE (\$1.00) DOLLAR, to it in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, confirmed and set over, and does by these presents grant, bargain, sell, convey, confirm and set over unto the said Mortgagee, its successors and assigns forever, all those certain premises situate, lying and being in the Counties of Lander and Eureka, State of Nevada, and being more particularly bounded and described as follows, to-wit:

IN TOWNSHIP 26 NORTH, RANGE 47 EAST, M.D. B. & M.,

Section 5: Lots 2, 3 and 4;

IN TOWNSHIP 29 NORTH, RANGE 47 EAST, M.D.B. & M.,

Section 32: NE $\frac{1}{4}$ of SE $\frac{1}{4}$; Lots 2, 3 and 4;

IN TOWNSHIP 26 NORTH, RANGE 48 EAST, M.D.B. & M.,

Section 3: NE $\frac{1}{4}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of SE $\frac{1}{4}$;

IN TOWNSHIP 27 NORTH, RANGE 48 EAST, M.D.B. & M.,

Section 33: NW $\frac{1}{4}$ of SW $\frac{1}{4}$;

EXHIBIT 132

Mortgages A

G MORT 128
11/18/1937

of them, as fully paid, satisfied and discharged upon the records of their respective offices.

Executed this, the 1st day of December, A.D. 1937,

(Corporate Seal)

PACIFIC NATIONAL AGRICULTURAL CREDIT CORPORATION,

ATTEST: H.H. Reeves
Asst. Secretary.

By T.H. Ramsay
President.

STATE OF CALIFORNIA
City and County of San Francisco. } ss.

On this 1st day of December, A.D. 1937, before me personally appeared T.H. RAMSAY, known to me to be the President of the PACIFIC NATIONAL AGRICULTURAL CREDIT CORPORATION, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument in behalf of the corporation therein named, and acknowledged to me that such corporation executed the same as its free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notarial Seal)
My Commission expires May 25th, 1941.

Mary J. Creech
Notary Public in and for the City and County of San Francisco, State of California.

Recorded at the request of Jorgen P. Jacobsen Dec. 8, A.D. 1937 At 30 minutes past 9 A.M.

Peter Merialdo----Recorder.

File No. 22327.

Jorgen P. Jacobsen and Grace Jacobsen, }
to }
J.B. Biale and O.R. Mau. }

Mortgage.

WHEREBY CERTIFY THAT THIS MORTGAGE HAS BEEN FULLY PAID, SATISFIED AND DISCHARGED.
DATED 11/18/37

J.B. Biale
O.R. Mau

REAL AND CHATTEL MORTGAGE.

This mortgage, dated this 8 day of December, 1937, and made and executed by JORGEN P. JACOBSEN, and his wife, GRACE JACOBSEN, both of the county of Eureka, state of Nevada, parties of the first part, who are hereinafter referred to as, and called the mortgagors, to J.B. Biale, and O.R. Mau, both of the town and county of Eureka, state of Nevada, the parties of the second part, hereinafter referred to as, and called, the mortgagees,

W I T N E S S E T H:

That said mortgagor does hereby mortgage to the said mortgagees all of that certain real and personal property hereinafter described as follows, to-wit:


REAL PROPERTY

The west half of the north east quarter of section twenty-two, township twenty four North, range 54 east; the west half of the southeast quarter of section thirty-four township twenty-four North, Range fifty-four east; the southeastquarter of the north west quarter and the north east quarter of the south west quarter of section twenty-two, township twenty-four North, Range fifty-four east; the south west quarter of the north west quarter and the north west quarter of the south west quarter of section twenty-two, township twenty-four North, Range fifty-four east; the south half of the south west quarter of section twenty seven, and the north east quarter of the north west quarter of section thirty four, township twenty four North, Range fifty-four east; the south east quarter of the north west quarter of section thirty-four, township twenty-four North, Range fifty-four east; the east half of south west quarter of section thirty-four township twenty four North, Range fifty-four east; the south half of section three; the south half of the north west quarter of section three; the south west quarter of the north east quarter of section three; Lot four of section three; Lots one, two and three in section four; the south half of the north half of section four; the south west quarter of section four; the south half of south east quarter of section four; the northeast quarter of south east quarter of section four; the north east quarter of section nine; the west half of section ten; the west

Mortgages A

half of north east quarter of section Ten; the north east quarter of the north east quarter of section Ten; the north west quarter of the south east quarter of section fifteen; all in township 23 N.R. 54 east M.D.B. & M. containing in all 2284 acres of land, more or less, together with all the improvements located on any of the lands described herein, and all water, water rights, dams, ditches and reservoirs used in connection with the irrigation of the above described lands or otherwise, and all rights and permits to the range appurtenant to said lands or allowed or apportioned thereto under the provisions of the Federal Range Laws, or otherwise, Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining:

PERSONAL PROPERTY

ONE HUNDRED EIGHTY HEAD OF STOCK CATTLE, Branded CL on left Ribs, and ear marked  on each ear, also TWENTY head of Horses branded CL on left Stiffel, together with all of the increase of said livestock, and additions thereto whether natural or otherwise, and all the increment thereof, together with all registration papers having to do with such animals as may be registered, being all of the said livestock now located near Diamond Mountain, 30 miles north of the town of Eureka, Nevada, and on and near the lands hereinabove described in the county of Eureka, Nevada.

This mortgage shall cover and include all right, title and interest of the mortgagors in and to the range, range allotments, range rights, forest permits, forest allotments, forest privileges, lease-hold rights, feed of every nature, pasturage, water rights, watering places, and water applications, automobiles, trucks, wagons and all horses, mules and burros, and the increase thereof and additions thereto, and all farming machinery together with all additions thereto and replacements thereof used in the management of the said property, until the indebtedness herein described is fully paid.

The above described real and personal property is hereby mortgaged to the mortgagees as security for the payment of said mortgagees of all indebtedness evidenced by and according to the terms of two certain promissory notes dated December 8, 1937, and payable at Eureka, Nevada, as follows, to wit:

Maker: Jorgen P. Jacobsen, and his wife, Grace Jacobsen.
 Payee: J.B. BIALE in the sum of \$5,000.00
 Payee: O.R. Mau in the sum of \$5,000.00
 Payable: each on demand.

with interest thereon at the rate of FIVE per cent per annum, and also as security for the discharge and performance of all obligations and promises of said mortgagors herein contained, together with interest thereon, and also as security for the payment by said mortgagors to said mortgagees of all sums hereafter paid, laid out, expended or advanced by the said mortgagees under the terms of this mortgage, together with interest thereon, and also security for the payment of all sums which may be hereafter loaned, paid out, expended or advanced by said Mortgagees to said Mortgagors, or which may hereafter become due to said mortgagees from said Mortgagors, with interest thereon, and also as security for all extensions or renewals of above described notes and notes evidencing sums hereafter loaned, paid out, expended, or advanced.

Said Mortgagors promise and agree to pay all taxes, assessments and liens now subsisting or which may hereafter be imposed by national state, county, city, or other authority upon the property hereby mortgaged, or upon the money secured hereby, and said Mortgagors agree that said Mortgagees may pay any such taxes, assessments, or liens without notice, and that said Mortgagors will repay to said Mortgagees all such sums so paid, with interest at the rate of TEN per cent per annum, and this mortgage shall be security for all sums so paid by said mortgagees, together with interest thereon, and said Mortgagees shall be the sole judge of the legality or validity of such taxes, assessments, or liens, and said Mortgagors further promise

Mortgages E

and agree to keep the said property in good condition, during the continuance hereof, it being understood that he may remove the same from its present location, but only upon the written consent of the said Mortgagees, first obtained.

It is hereby agreed that if the Mortgagors shall fail to make payment of said notes on demand, or to pay any advancements on demand, or to repay any sum or sums which the Mortgagees have expended under the provisions of this mortgage, on demand, the Mortgagees may at once proceed to foreclose this mortgage according to law, and they may at their option, and they are hereby empowered so to do, enter upon the premises where the said mortgaged personal may be and take possession thereof; and remove and sell and dispose of the same at public or private sale without any previous demand of performance or notice to the Mortgagors of any such sale whatsoever, notice of sale and demand of performance being hereby expressly waived by said Mortgagors, and from the proceeds of said sale retain all costs and charges incurred by it in the taking or sale of said property, including such attorney's fees as shall have accrued, also all sums due them on said promissory notes, under any provision thereof, or advanced under the terms of this mortgage, and interest thereon, or due or owing to the said Mortgagees, or secured hereby, with interest thereon, and any such surplus of proceeds of such sale remaining shall be paid over to the Mortgagors.

It is hereby that the mortgagors may retain possession of the personal property mortgaged hereby until demand for payment of said notes or upon default of any of the covenants contained herein, at the option of the Mortgagees.

Said Mortgagees or their agents may bid and purchase at any sale made under this mortgage or herein authorized, or upon any sale made upon foreclosure of this mortgage.

The following covenants, Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of Section One of an Act entitled "An act relating to mortgages of real and personal property, and to provide that certain agreements, covenants, obligations, rights and remedies thereunder may be adopted by reference," Approved March 23, 1927, are hereby adopted and made a part of this Mortgage.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands the day and year first above written.

State of Nevada ss.
County of Eureka

Jorgen P. Jacobsen
Grace Jacobsen

On this 8 day of December, 1937, personally appeared before me, W.R. Reynolds, a notary public, in and for the county of Eureka, state of Nevada, Jorgen P. Jacobsen, and his wife, Grace Jacobsen, both of whom are known to me to be the persons named in and who executed the foregoing instrument, and each of whom acknowledged to me that he and she 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 at my office in Eureka, Nevada this 8 day of December, 1937.

(Notarial Seal)

W. R. Reynolds
Notary Public.

State of Nevada ss.
County of Eureka

Jorgen P. Jacobsen, and Grace Jacobsen, mortgagors, and O.R. Mau, one of the Mortgagees, named in the foregoing mortgage, being each separately duly sworn deposes and says that they are the mortgagors, and one of the mortgagees, respectively; that the said chattel mortgage is made in good faith, and without any design to hinder, delay, or defraud any of the creditors of the said Mortgagors;

Mortgages A

that the same is given for a debt actually owing from the Mortgagors to the Mortgagees amounting to the sum of \$10,000.00, for money loaned by the said mortgagees to the said mortgagors.

Jorgen P. Jacobsen
Grace Jacobsen

Subscribed and sworn to before me,
this 8 day of December, 1937.

O.R. Mau

(Notarial Seal)

W. R. Reynolds
Notary Public.

Recorded at the request of Jorgen P. Jacobsen Nov. 8 A.D. 1937 At 50 minutes past 2 P.M.

Peter Marialdo---Recorder.

File No. 22347.

Floyd Schaefer, Emma Schaefer, Harold F. Schaefer,)
to
Cadet Anxo.

I HEREBY CERTIFY THAT THIS MORTGAGE HAS
BEEN FULLY PAID, SATISFIED AND DISCHARGED.
DATED: Nov. 11, 1941

Satisfied Nov. 7-1941
See Page 136 for Assignment
See Page 241 for Re-Assignment

This mortgage, made the 6 day of January, 1938, between Floyd Schaefer, Emma Schaefer, and Harold F. Schaefer, all of Eureka County, state of Nevada, the parties of the first part, mortgagors, and Cadet Anxo, of Eureka, Nevada, the party of the second part, it being understood that any gender includes all other genders, the singular number includes the plural and the plural the singular,

W I T N E S S E T H :

That whereas, the said mortgagors are justly indebted to the said mortgagee in the sum of Twelve hundred eighty dollars, current lawful money of the United States of America, evidenced by one promissory note, being even date with these presents, said note being for the principal sum of Twelve Hundred Eighty Dollars, payable on demand after date, without grace, to Cadet Anxo, or order, at Eureka, Nevada, an current lawful money of the United States of America, with interest thereon at the rate of six per cent per annum from date until paid; interest payable annually, also after judgment. Said also further provides that in the event of the non-payment of the same, or its collection by suit, that the makers agree to pay all expenses that may be incurred thereby, including a reasonable attorney's fee, and to that end the makers bind themselves, their heirs, executors, administrators, successors and assigns forever; also that for the purpose of attachment or levy of execution, that the note shall be payable where the maker may be situated at the option of the holder.

NOW, THIS MORTGAGE WITNESSETH:

That the said mortgagors, for and in consideration of the premises and the sum of One Dollar to them in hand paid by the said mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, confirmed, and set over and by these presents do set over, Grant, Bargain, sell, convey, and confirm unto the said mortgagee, his successors and assigns forever all those certain premises situate, lying and being in the counties of Eureka and Nye, state of Nevada, and which are bounded and particularly described as follows, to-wit: Lot 2, section 18, Township 18, N.R. East; the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of section 18, the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the S $\frac{1}{2}$ of the SE $\frac{1}{4}$, Section 18, Township 18, N.R. 54 East; the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the W $\frac{1}{2}$ of the NE $\frac{1}{4}$, and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, the N $\frac{1}{4}$ of the SE $\frac{1}{4}$, and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ o. Section 19, township 18 N.R. 54 East; the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of section 20, Township 18 N.R. 54 East; the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, township 17 N.R. 54 East; the S $\frac{1}{2}$ of the SE $\frac{1}{4}$, and the S $\frac{1}{4}$ of the SW $\frac{1}{4}$ of section 23, Township 14 N.R. 51 East, M.D.M. Together with all water, water rights, water applications and water permits or privileges, connected with, belonging, appurtenant or incident to the lands hereby mortgaged and conveyed, or used in connection with all or any part of the above-described premises for irrigation purposes or otherwise used or usable in connection with the irrigation thereof, and all

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12/8/1937

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(Notarial Seal)

Lulu P. Loveland
Notary Public in and for the City and County of San Francisco, State of California.

My Commission expires December 8, 1938.

Recorded at the Request of McNamara & Robbins Dec. 2, A.D. 1937 At 30 minutes past 4 P.M.

Peber Marshall---Recorder.

File No. 22325.

Pacific National Agricultural Credit Corporation,
to
Jorgen P. Jacobsen and Mrs. Grace Jacobsen.

RELEASE OF MORTGAGES.

KNOW ALL MEN BY THESE PRESENTS That PACIFIC NATIONAL AGRICULTURAL CREDIT CORPORATION, a corporation duly incorporated, does hereby certify and declare that that certain chattel mortgage made and executed by JORGEN P. JACOBSEN and MRS. GRACE JACOBSEN, his wife, in favor of the said Pacific National Agricultural Credit Corporation, dated December 2, 1936, filed for record in the office of the county clerk of Eureka County, Nevada, on the 9th day of December, 1936, covering a consideration of Twenty-nine Thousand OneHundred Ninety-five & 98/100 Dollars (\$29,195.98), has been fully paid, satisfied and discharged, and this is intended as a release of the lien given in said chattel mortgage, as well as the lien given in those certain other mortgages between the same parties, dated April 2, 1934, and December 12, 1930, the said chattel mortgage herein first described, dated the 2nd day of December, 1936, being given in renewal and extension of the mortgages hereinabove described.

It is further certified that the above described chattel mortgage dated the 12th day of December, 1930, was likewise recorded in the office of the county clerk of Nye County, State of Nevada, and filed for record therein on December 23, 1930, and it is the purpose herein to fully release the said described chattel mortgage as same is and was filed in the said County of Nye, State of Nevada.

And the said Pacific National Agricultural Credit Corporation likewise herein fully releases and satisfied the liens given in those certain mortgages against the lands therein described, same dated the 2nd day of December, 1936, the 2nd day of April, 1934, and the 12th day of December, 1930, all executed by the said Jorgen P. Jacobsen and Mrs. Grace Jacobsen, his wife, said mortgages given to secure the principal indebtedness as hereinabove described, and relative thereto it is herein certified that said liens have been fully satisfied and discharged, and it is the purpose herein to fully release each, any and every lien on and against the lands as described in said mortgages, said mortgages having been filed for record in the office of the county clerk of Eureka County, Nevada, on the 9th day of December, 1936, the 19th day of April, 1934, and the 22nd day of December, 1930, and recorded in Liber G of Mortgages, page 90, Liber G of Mortgages, page 3, and Liber F of Mortgages, page 438, respectively.

It is further the purpose of this release to fully release, satisfy and discharge each, any and all other chattel mortgages, as well as deeds of trust, that may have been given to the said Pacific National Agricultural Credit Corporation by said Jorgen P. Jacobsen and Mrs. Grace Jacobsen, his wife, or either of them as against any indebtedness that may have been due and owing by the said Jorgen P. Jacobsen and Mrs. Grace Jacobsen, his wife, or either of them, and the Pacific National Agricultural Credit Corporation does hereby consent that each, any and every chattel mortgage or deed of trust so given by the said Jorgen P. Jacobsen and Mrs. Grace Jacobsen, or either of them, may be discharged of record, and the clerk of said Eureka County, Nevada, and the clerk of Nye County, Nevada, are each authorized to show said mortgages and each

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of them, as fully paid, satisfied and discharged upon the records of their respective offices.

Executed this, the 1st day of December, A.D. 1937,

(Corporate Seal)

PACIFIC NATIONAL AGRICULTURAL CREDIT CORPORATION,

ATTEST: H.H.Reeves
Asst. Secretary.

By T.H.Ramsay
President.

STATE OF CALIFORNIA
City and County of San Francisco. } ss.

On this 1st day of December, A.D. 1937, before me personally appeared T.H.RAMSAY, known to me to be the President of the PACIFIC NATIONAL AGRICULTURAL CREDIT CORPORATION, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument in behalf of the corporation therein named, and acknowledged to me that such corporation executed the same as its free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notarial Seal)

Mary J. Creech

My Commission expires May 25th, 1941.

Notary Public in and for the City and County of San Francisco, State of California.

Recorded at the request of Jorgen P. Jacobsen Dec. 8, A.D. 1937 At 30 minutes past 9 A.M.

Peter Merialdo----Recorder.

File No. 22327.

Jorgen P. Jacobsen and Grace Jacobsen, }

to

Mortgage.

WHEREBY CERTIFY THAT THIS MORTGAGE HAS BEEN FULLY PAID, SATISFIED AND DISCHARGED. DATED: 12/11/37

J.B. Biale and O.R. Mau.

J.B. Biale
O.R. Mau

REAL AND CHATTEL MORTGAGE.

This mortgage, dated this 8 day of December, 1937, and made and executed by JORGEN P. JACOBSEN, and his wife, GRACE JACOBSEN, both of the county of Eureka, state of Nevada, parties of the first part, who are hereinafter referred to as, and called the mortgagors, to J.B. Biale, and O.R. Mau, both of the town and county of Eureka, state of Nevada, the parties of the second part, hereinafter referred to as, and called, the mortgagees,

W I T N E S S E T H:

That said mortgagor does hereby mortgage to the said mortgagees all of that certain real and personal property hereinafter described as follows, to-wit:

REAL PROPERTY

The west half of the north east quarter of section twenty-two, township twenty four North, range 54 east; the west half of the southeast quarter of section thirty-four township twenty-four North, Range fifty-four east; the southeastquarter of the north west quarter and the north east quarter of the south west quarter of section twenty-two, township twenty-four North, Range fifty-four east; the south west quarter of the north west quarter and the north west quarter of the south west quarter of section twenty-two, township twenty-four North, Range fifty-four east; the south half of the south west quarter of section twenty seven, and the north east quarter of the north west quarter of section thirty four, township twenty four North, Range fifty-four east; the south east quarter of the north west quarter of section thirty-four, township twenty-four North, Range fifty-four east; the east half of south west quarter of section thirty-four township twenty four North, Range fifty-four east; the south half of section three; the south half of the north west quarter of section three; the south west quarter of the north east quarter of section three; Lot four of section three; Lots one, two and three in section four; the south half of the north half of section four; the south west quarter of section four; the south half of south east quarter of section four; the northeast quarter of south east quarter of section four; the north east quarter of section nine; the west half of section ten; the west

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1/18/1941

ances thereunto belonging or in anywise appertaining. To have and to hold the said property and improvements, with the appurtenances, unto the said party of the second part, his heirs and assigns forever, as fully and absolutely as the said party of the first part, as County Treasurer and ex-officio Tax Receiver can, may or ought to grant and convey the same, by virtue of the Statutes in such cases made and provided.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and affixed his official Seal the day and year first above written.

(SEAL)

Ed Delaney
County Treasurer and Ex-Officio Tax
Receiver of Eureka County, Nevada.

STATE OF NEVADA, }
 } ss.
COUNTY OF EUREKA. }

On this 19th day of December A. D. 1940 personally appeared before me, Peter Merialdo, County Recorder & Auditor, ED. DELANEY, the within named Treasurer and ex-officio Tax Receiver of Eureka County, State of Nevada, known to me to be the same person whose name is subscribed to the within instrument, and he acknowledged to me that he as such Treasurer and ex-officio Tax Receiver of said Eureka County, 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, at my office, in the Town and County of Eureka, State of Nevada, the day and year in this certificate first above written.

(SEAL)

Peter Merialdo
County Recorder & Auditor.

Recorded at the request of Ed. Delaney Dec. 27, A. D. 1940 at 02 minutes past 3 P. M.

Peter Merialdo----Recorder.

File No. 23716.

Otto R. Mau, }
 } to } Deed.
J.P. Jacobsen. }

DEED.

THIS INDENTURE, made this 10th day of January, A.D. 1940, between OTTO R. MAU, of the town of Eureka, County of Eureka, State of Nevada, the party of the first part, and J.P. JACOBSEN, of the County of Eureka, State of Nevada, the party of the second part,

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of Ten and no/100 Dollars, and other valuable consideration, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell, remise, release and forever quitclaim unto the said party of the second part, and to his heirs and assigns forever, all his right, title and interest in and to those certain lots, pieces and parcels of land in the County of Eureka, State of Nevada, bounded and particularly described as follows, to-wit:


West one-half (W $\frac{1}{2}$) of the NW $\frac{1}{4}$ of Section Twenty-six (26), and the E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section Twenty-seven (27) in Township twenty-five (25) North of Range Fifty-four (54) East, M.D.B. & M., containing one hundred sixty (160) acres, according to the Official Plat of the Survey of the said Land, on file in the General Land Office, together with all water and water rights connected with the above described land.

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, and Lots 2 and 3 in Section 4, all in Township 24, N.R. 54 E. M.D.B.&M.; The S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 9, and the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 9, in Township 24, N.R. 54 E. M.D.B.& M.; the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 10, Township 24 N.R. 54 E. M.D.B.&M., together with all water, water rights, dams and ditches

connected therewith or appurtenant thereto, also all those certain water rights initiated by J. P. Jacobsen by application No. 2441. Certificate recorded in the office of the County Recorder of Eureka, Eureka County, Nevada, in Book "A" of Water Locations, page 137, together with all right, title and interest in that certain ditch and ditch rights, connected, commencing at or near the mouth of Davis Canyon, and running in a southerly direction to Section 4 in Township 24, N.R. 54 E. E.D.B.&E.

Also all right, title and interest in and to the use of the waters described in that certain certificate of appropriation designated in the State Engineer's Office at Carson City, Nevada, under Serial No. 01596, and also any and all other water rights now owned by the party of the first part, or in which said party of the first part has any interest whatsoever. The party of the first part hereby conveys to said party of the second part all his right, title and interest in and to the following water rights designated as Etchemendy Spring No. 1, Etchemendy Spring No. 2, Etchemendy Spring No. 3, Etchemendy Spring No. 4, Etchemendy Spring No. 5, Etchemendy Spring No. 6, Etchemendy Spring No. 7, Etchemendy Spring No. 9, and Etchemendy Spring No. 10, designated in the State Engineer's Office as Certificate Record Nos. 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, and Recorded in Book A of Water Locations, Pages 59 to 67 inclusive, in the Records of the County Recorder of Eureka County, Nevada, reference to said records is hereby referred to and made a part hereof.

Together with all buildings and improvements located on the above described premises, and all wagons, tools and farming machinery and equipment of whatever kind and description.

Also all right, title and interest in and to the  branding iron, and cattle, horses and other livestock branded with said brand.

TOGETHER with the tenements, hereditaments and appurtenances the reunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand, the day and year first above written.

Otto R. Mau

State of Nevada,)
) ss.
County of Eureka.)

On this 10th day of January, A.D. 1941, personally appeared before me, Peter Merialdo, County Recorder and ex-officio Auditor, in and for the County of Eureka, State of Nevada, OTTO R. MAU, known to me to be the person described in, and who executed the foregoing instrument, who acknowledged to me that he 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 in office, the day and year first above written.

(SEAL)

Peter Merialdo
County Recorder & ex-officio Auditor,
In and for the County of Eureka,
State of Nevada.

Recorded at the request of J. P. Jacobsen Jan. 18, A.D. 1941 At 45 minutes past 11 A.M.

Peter Merialdo---Recorder.

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6/27/1941

J. C. Riches,
to
R.W.Gergen, William B. Codling and Alpha J. Collins.

File No. 23816.

RELEASE OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That I, J. C. Riches do hereby certify and declare that a certain Mortgage bearing date the 5th day of October one thousand nine hundred and thirty nine. made and executed by R.W. Gergen, William B. Codling and Alpha J. Collins parties of the first part therein, to J. C. Riches the party of the second part therein and recorded November 13, 1939, in Book "G" of Mortgages at page 206 in the office of the County Recorder of Eureka County, Nevada, State of Nevada, together with the debt thereby secured, is full paid, satisfied and discharged.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Salt Lake City County of Salt Lake State of Utah, the 6th day of May one thousand nine hundred and forty one.

Signed, Sealed and Delivered in the Presence of }
Robert Linde } J. C. Riches (Seal)

STATE OF UTAH,
County of Salt Lake. } ss.

On the 6th day of May, A.D. one thousand nine hundred and forty one personally appeared before me, J. C. Riches the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

(Notarial Seal) Robert Linde-Notary Public,
My commission expires Mar.4,1945. My residence is Salt Lake City, Utah.

Recorded at the request of R.W. Gergen May 22, A.D. 1941 At 20 minutes past 10 o'clock A.M.
Peter Merialdo-- Recorder.

Vera Martin,
to
Jorgen P. Jacobsen and Grace Jacobsen.

File No. 23877.

Mortgage.

I HEREBY CERTIFY THAT THIS MORTGAGE HAS
BEEN FULLY PAID, SATISFIED AND DISCHARGED.
DATED 6/27/41

J. C. Riches

REAL AND CHATTEL MORTGAGE.

THIS MORTGAGE, dated this 13th day of January, 1941 and made and executed by VERA MARTIN of Goshen, Indiana, party of the first part, who is hereinafter referred to as, and called, the mortgagor to JORGEN P. JACOBSEN and GRACE JACOBSEN, husband and wife, and both residents of the County of Eureka, State of Nevada, the parties of the second part, hereinafter referred to as, and called, the mortgagees. WITNESSETH,

That said mortgagor does hereby mortgage to the said mortgagees all of that certain real and personal property hereinafter described as follows, to-wit:

REAL PROPERTY:

Lot numbered Four; (4): the south one-half of the northwest quarter; and the south one-half of section Three (3); Lots numbered one, two and three (1-2-3-); the south one-half of the north one-half, and the south one-half of Section Four(4); the northeast quarter of section nine(9); the west one-half; the north one-half of the northeast quarter and the southwest quarter of the northeast quarter of Section Ten (10); all in Township Twenty-three (23) North of Range Fifty-four (54) East; Lots numbered two and three (2-3); the southeast quarter of the northwest quarter and the southwest quarter of the northeast quarter of Section Four (4); the south one-half of the northeast quarter and the north one-half of the southeast quarter of Section Nine (9); the southwest quarter of the southwest quarter of Section Ten (10); the west one-half of the northeast quarter; the south one-half of the northwest quarter and the north one-half of the southwest quarter of Section twenty-two (22); the south one-half of the southwest quarter of section twenty-seven (27); the east one-half of the west one-half and the west one-half of the southeast quarter of Section Thirty-four (34) in Township Twenty-four (24) North of Range Fifty-four (54).

East; the west one-half of the northwest quarter of Section twenty-six (26) the east one-half of the northeast quarter of Section twenty-seven (27), all in Township twenty-five (25) North of Range Fifty-four (54) East of the Mount Diablo Base and Meridian, containing 2766.09 acres, more or less, according to the Government Survey thereof, together with all the improvements located on any of the lands described herein and all water, water-rights, dams, ditches and reservoirs used in connection with the irrigation of the above described lands or otherwise and all rights and permits to the range appurtenant to said lands or allowed or apportioned thereto under the provisions of the Federal Range Laws, or otherwise, Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining:

PERSONAL PROPERTY:

Five hundred forty-five (545) head of Hereford cattle, mixed as to sex and age; Thirty-six head of horses (36) of mixed color, sex and age; Sixty-eight (68) head of sheep mixed as to age and sex; All cattle branded thus (L. ♀) on left ribs and ear-marked thus ∞ on each ear. All horses branded thus (L on left stifle).

Together with all increase of all said livestock, except as hereinafter specifically excepted and reserved.

Together with all other chattels and personal property now on the premises known as the "Jacobson ranch" and sold this day to the mortgagor herein by the said mortgagees.

This mortgage shall cover and include all right, title and interest of the mortgagors in and to the range, range allotments, range rights, forest permits, forest allotments, forest privileges, leasehold rights, feed of every nature, pasturage, water-rights, watering places, and water applications, automobiles, trucks, wagons and all horses, mules and burrow and the increase thereof and additions thereto (except as hereinafter specifically excepted) and all farming machinery together with all additions thereto and replacements thereof used in the management of the said property, until the indebtedness herein described is fully paid.

The foregoing and within described real and personal property is hereby mortgaged to the mortgagees as security for the payment of said mortgagees of all indebtedness evidenced by and according to the terms of one certain promissory note dated January 13, 1941, and payable on January 15, 1942 in the principal sum of \$16,875.00 with interest at the rate of four percent per annum from the date thereof until paid.

Said mortgagor promises and agrees to pay all taxes, assessments and liens beginning with the year 1941, or which may thereafter be imposed by national, state, county, city or other authority upon the property hereby mortgaged, or upon the money secured hereby, and said mortgagor agrees that said mortgagees may pay any such taxes, assessments or liens without notice, and that said mortgagor will repay to said mortgagees all such sums so paid with interest at the legal rate, and this mortgage shall be security for all sums so paid by said Mortgagees, together with interest thereon, and said mortgagees shall be the sole judge of the legality or validity of such taxes, assessments, or liens and said Mortgagor further promises and agrees to keep the said property in good condition during the continuance hereof, it being understood that she may remove the same from its present location but only upon the written consent of the said mortgagees, first obtained. PROVIDED, HOWEVER, that it is specifically provided and there is hereby granted unto and reserved to the said mortgagor, the full right and privilege to sell or such livestock or increase thereof, as would be regular and proper in the usual and customary selling-off of the yearly increase of said herd, at proper times and seasons, provided that such sales or taking away shall at no time decrease the total livestock on the premises below the number as hereinbefore enumerated and that such remaining livestock be of like age, sex and kind.

It is hereby agreed that if the mortgagor shall fail to make payment of said notes at maturity and upon demand therefor, or to pay any advancements on demand, or to repay any sum or sums which the mortgagees may have expended under the provisions of this mortgage, on demand, the

Mortgages et

Mortgagees may at once proceed to foreclose this mortgage according to law, and they may at their option, and they are hereby empowered so to do, enter upon the premises where the said mortgaged personal property may be and take possession thereof; and remove and sell and dispose of the same at public or private sale without any previous demand of performance or notice to the mortgagor or any such sale whatsoever, notice of sale and demand of performance being hereby expressly waived by said mortgagor and from the proceeds of said sale retain all costs and charges incurred by them in the taking or sale of said property, including such attorney's fees as shall have accrued, also all sums due them on said promissory note, under any provision thereof, or advanced under the terms of this mortgage, and interest thereof, or due or owing to the said mortgagees, or secured hereby, with the interest thereon, and any such surplus of proceeds of such sale remaining shall be paid over to the Mortgagor. It is hereby agreed that the mortgagor may retain possession of the personal property mortgaged hereby until demand for payment of said notes or upon default of any of the covenants contained herein, at the option of the Mortgagees. Said mortgagees or their agents may bid and purchase at any sale made under this mortgage or herein authorized, or upon any sale made upon foreclosure of this mortgage.

The following covenants, numbered 1,2,3,4,5,6,7,8,9,10,11,12,13, and 14 of Section One of an act entitled "An act relating to mortgages of real and personal property" and to provide that certain agreements, covenants, obligations, rights and remedies thereunder may be adopted by reference, "Approved March 23, 1937, are hereby adopted and made a part of this mortgage.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set her hand the day and year first above written.

Vera Martin

STATE OF NEVADA: :SS,
COUNTY OF EUREKA:

On this 11 day of January, A. D. 1941, personally appeared before me, the undersigned, a Notary Public, in and for the county of Eureka, State of Nevada, Vera Martin, known to me to be the person named in and who executed the foregoing instrument and acknowledged to me that she 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 at my office in Eureka, Nevada this 11 day of January, A. D. 1941.

(Notarial Seal)

J. J. Depaoli

STATE OF NEVADA: :SS,
COUNTY OF EUREKA:

Vera Martin, the mortgagor named in the foregoing mortgage and Jorgen P. Jacobsen and Grace Jacobsen, husband and wife, as the mortgagees named in the foregoing mortgage, being each separately duly sworn, deposes and says that she is the mortgagor and the mortgagees respectively; that the said chattel mortgage is made in good faith, and without any design to hinder, delay or defraud any of the creditors of the said Mortgagor; that the same is given for a debt actually owing from the mortgagor to the mortgagees amounting to the sum of \$16,875.00 for money loaned by the said mortgagees to the said mortgagor.

Vera Martin

Jorgen P. Jacobsen

Grace Jacobsen

Subscribed and sworn to before me this 11 day of January, 1941

(Notarial Seal)

J. J. Depaoli

Recorded at the request of J. P. Jacobsen June 27 A. D. 1941 At 45 minutes past 3 P.M.

Peter Merialdo----Recorder.

EXHIBIT 135

22 DEED 1P2
1/24/1941

Recorded at the request of C.H. Knox Jan. 22, A.P. 1941 At 46 minutes past 3 P.M.

Peter Merialdo---Recorder.

File No. 23729.

The State of Nevada,)
to) Land Patent
Jorgen Jacobsen.)

Application No. 19732

Patent No. 11462

40 Acres

THE STATE OF NEVADA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, JORGEN JACOBSON of EUREKA County, NEVADA has deposited with the REGISTER OF THE STATE LAND OFFICE at Carson City the STATE TREASURER'S RECEIPT, whereby it appears that full payment has been made by the said JORGEN JACOBSON, according to the provisions of an Act of the Legislature, approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," and the Acts amendatory thereof and supplementary thereto, for the Northwest Quarter of the Southeast Quarter of Section Four (4), Township Twenty-three (23) North, Range Fifty-four (54) East. Mount Diablo Base and Meridian, containing Forty and 00/100 acres, according to the Official Plat of the survey of the Public Lands, as made by the United States Surveyor-General for the District of Nevada, which said tract has been purchased by said Jorgen Jacobson.

THEREFORE, KNOW YE, That the State of Nevada, in consideration of the premises, and in conformity with the Act of the Legislature in such cases made and provided, has given and granted, and by these presents does give and grant unto the said Jorgen Jacobson and to his heirs, the said tract above described, to have and to hold the same, together with all rights, privileges, immunities and appurtenances of whatever nature thereunto belonging, unto the said Jorgen Jacobson and to his heirs and assigns, forever; provided, that all mines of gold, silver, copper, lead, cinnabar, and other valuable minerals which may exist in the said tract, except gas, coal, oil and oil shales (Chap. 172, Stats. 1921); and, also, a right of way for ditches, tunnels, and telephone and transmission lines constructed by authority of the United States are hereby expressly reserved.

IN TESTIMONY WHEREOF, I, E.P. CARVILLE, Governor of the State of Nevada, have caused letters to be made patent, and the Great Seal of State to be hereto affixed. Given under my hand at Carson City, the 16th day of January, 1941.

E. P. Carville
Governor of Nevada

(GREAT SEAL OF STATE)

BY THE GOVERNOR Malcolm McEachin
Secretary of State.

Wayne McLeod
State Land Register.

ENDORSED: LAND PATENT No. 11462, 40 Acres Issued to JORGEN JACOBSON Office of Secretary of State, Carson City, Nevada. January 16th, 1941. Recorded in Volume 20, At Page 365.
Malcolm McEachin- Secretary of State.

Recorded at the request of W.R. Reynolds Jan. 24, A.D. 1941 At 0 minutes past 9 A.M.

Peter Merialdo--Recorder.

EXHIBIT 136

22 DEED 217
6/27/1941 217

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of)
Pat Barrutia)
N. H. Tanner)
R. W. Gergen (Seal)

STATE OF UTAH)
County of Salt Lake) ss.

On the 29th day of April, A.D. 1941 personally appeared before me R.W. Gergen the signer of the above instrument, who duly acknowledged to me that he executed the same.

(Notarial Seal)
My commission expires June 27, 1942.
N. H. Tanner Notary Public.
Resident, Salt Lake City, Utah.

Recorded at the Request of E.M. Cja June 26, A.D. 1941 at 35 min. past 11 o'clock A.M.
Peter Marialdo-- Recorder.

File No. 23874.

Jorgen P. Jacobsen, Grace Jacobsen,)
to) Deed. (U.S.I.R.Stamps affixed and cancelled \$15.00)
Vera Martin.)

THIS INDENTURE, made the 13th day of January, A. D. 1941, Between JORGEN P. JACOBSEN and GRACE JACOBSEN, husband and wife of Eureka, Eureka County, State of Nevada, the parties of the first part and VERA MARTIN, of Goshen, Indiana, the party of the second part.

WITNESSETH: That the parties of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America and other valuable consideration to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged do by these presents grant, bargain and convey unto the party of the second part, and to her heirs and assigns, forever;

Lot numbered four (4); the south one-half of the northwest quarter; and the south one-half of Section Three (3); lots numbered one, two and three (1-2-3-); the south one-half of the north one-half; and the south one-half of section Four (4); the northeast quarter of section nine (9); the west one-half of Section Ten (10) and the north one-half (n $\frac{1}{2}$) of the northeast quarter and the southwest quarter of the northeast quarter of Section Ten (10); all in Township Twenty-three (23), North of Range Fifty-four (54) East; Lots numbered two and three (2-3); the southeast quarter of the northwest quarter and the southwest quarter of the northeast quarter of Section Four (4); the south one-half of the northeast quarter north one-half of the southeast quarter of Section Nine (9); the southwest quarter of the southwest quarter of Section Ten (10); the west one-half of the northeast quarter; the south one-half of northwest quarter and the north one-half of the southwest quarter of section twenty-two (22); the south one-half of the southwest quarter of section twenty-seven (27); the east one-half of the west one-half and the west one-half of the southeast quarter of Section thirty-four (34), all in Township twenty-four north of Range Fifty-four East; the west one-half of the northwest quarter of Section twenty-six (26) and the east one-half (E $\frac{1}{2}$) of the northeast quarter of section twenty-seven (27); all in Township Twenty-five (25) North of Range Fifty-four (54) East of the Mount Diablo Base and Meridian, containing 2766.09 acres, more or less, according to the Government Survey thereof, together with any and all vested, accrued and certified water-rights, water, dams, ditches and reservoirs used in connection with the irrigation of the above described lands or otherwise and all rights and permits to the range appurtenant to said lands or allowed or apportioned thereto under the provisions of the Federal Range laws, or otherwise. And in furtherance but not in limitation, including certified water-rights involved in permits numbered 7982, 7983, 7984, 800, 8272, 8273, 8274, 8275 and 8276 issued by the office of the State Engineer of the State of Nevada, together with all the buildings, fences and improvements thereon, and all other rights, equities however acquired or accrued. TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging,

or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the above-mentioned and described premises, together with the appurtenances, unto the party of the second part, and to her heirs, and assigns, FOREVER. And the parties of the first part, and their heirs, the said premises, in the quiet and peaceable possession of the party of the second part, her heirs and assigns, against the parties of the first part, and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and year on the first page hereof written.

Signed and delivered in the presence of;

Jorgen P. Jacobsen

Grace Jacobsen

STATE OF NEVADA: :SS,
COUNTY OF EUREKA:

On this thirteenth day of January, A. D. 1941, before me, the undersigned, a Notary Public in and for said County and State personally appeared Jorgen P. Jacobsen and Grace Jacobsen, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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)

J. J. Depaoli
Notary Public

Recorded at the request of C. L. Tobin June 27 A. D. 1941 At 30 minutes past 3 P.M.

Peter Merialdo----Recorder.

Jorgen P. Jacobsen and Grace Jacobsen, } File No. 23875.
to }
Vera Martin. } WARRANTY DEED.

THIS INDEMTURE, Made the twenty-seventh day of June in the year of our Lord one thousand nine hundred and Forty-one

BETWEEN JORGEN P. JACOBSEN and GRACE JACOBSEN, husband and wife of Eureka, Nevada the parties of the first part, and VERA MARTIN of Goshen, Indiana, the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten and No/100- - - - Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledge, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to her heirs and assigns forever.

the southwest quarter of the northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section three (3) in Township Twenty-three (23) North of Range Fifty-four (54) East of the Mount Diablo Base and Meridian, in the County of Eureka, State of Nevada, containing 40 acres, more or less, according to the Government Survey thereof

TOGETHER with all and singular the tenements, hereditament, and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to her heirs and assigns forever.

And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, her heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT, and by these presents

EXHIBIT 137

22 DEED 218
6/27/1941

or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the above-mentioned and described premises, together with the appurtenances, unto the party of the second part, and to her heirs, and assigns, FOREVER. And the parties of the first part, and their heirs, the said premises, in the quiet and peaceable possession of the party of the second part, her heirs and assigns, against the parties of the first part, and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and year on the first page hereof written.

Signed and delivered in the presence of;

Jorgen P. Jacobsen
Grace Jacobsen

STATE OF NEVADA: :SS,
COUNTY OF EUREKA:

On this thirteenth day of January, A. D. 1941, before me, the undersigned, a Notary Public in and for said County and State personally appeared Jorgen P. Jacobsen and Grace Jacobsen, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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)

J. J. Depaoli
Notary Public

Recorded at the request of C. L. Tobin June 27 A. D. 1941 At 30 minutes past 3 P.M.

Peter Merialdo---Recorder.

File No. 23875.

Jorgen P. Jacobsen and Grace Jacobsen,
to
Vera Martin.

WARRANTY DEED.

THIS INDEMTURE, Made the twenty-seventh day of June in the year of our Lord one thousand nine hundred and Forty-one

BETWEEN JORGEN P. JACOBSEN and GRACE JACOBSEN, husband and wife of Eureka, Nevada the parties of the first part, and VERA MARTIN of Goshen, Indiana, the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten and No/100- - - - Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledge, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to her heirs and assigns forever.

the southwest quarter of the northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section three (3) in Township Twenty-three (23) North of Range Fifty-four (54) East of the Mount Diablo Base and Meridian, in the County of Eureka, State of Nevada, containing 40 acres, more or less, according to the Government Survey thereof

TOGETHER with all and singular the tenements, hereditament, and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to her heirs and assigns forever.

And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, her heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT, and by these presents

22 DEED 219219
7/3/1941

forever DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day year first above written.

Jorgen P. Jacobsen (SEAL)

Grace Jacobsen (SEAL)

STATE OF NEVADA,)
COUNTY OF EUREKA. }

On this twenty-seventh day of June, A. D., one thousand nine hundred and Forty-One personally appeared before me, Peter Merialdo, County Recorder & Auditor, in and for said County of Eureka, Jorgen P. Jacobsen and Grace Jacobsen, husband and wife whose names are subscribed to the within instrument as first parties thereto personally known to me to be the same persons described in and who executed the said within instrument, as first parties thereto, and severally duly 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.

(Co.Recorder's & Auditor's Seal)

Peter Merialdo
County Recorder and Auditor
Eureka County, Nevada.

Filed for Record at the Request of C.L. Tobin June 27, A.D. 1941 at 31 min. past 3 o'clock P.M.

Peter Merialdo---Recorder.

File No. 23879.

Jorgen P. Jacobsen and Grace P. Jacobsen,)
to) Deed. (U.S.I.R. Stamp affixed and cancelled 50¢)
Wallace Bailey and Mary Rand Bailey.)

DEED.

THIS INDENTURE, made this 27th day of June, A.D. 1941, by and between JORGEN P. JACOBSEN, and GRACE P. JACOBSEN, his wife, both of the town of Eureka, County of Eureka, State of Nevada, the parties of the first part, and WALLACE BAILEY, and MARY RAND BAILEY, his wife, both of the County of Eureka, State of Nevada, the parties of the second part,

W I T N E S S E T H:

That the said parties of the first part, for and in consideration of the sum of Ten and no/ 100 Dollars, lawful money of the United States of America to them in hand paid, by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, remise, release and forever quitclaim unto the said parties of the second part, and to their heirs and assigns, all that certain lot, piece, or parcel of land situate in the Town of Eureka, County of Eureka, State of Nevada, and bounded and described as follows, to-wit: The South 115 feet by 200 feet of Lot 33, in Block 39 as shown by the official map of said town of Eureka, now on file in the office of the County Recorder of Eureka County, Nevada, together with all buildings and improvements situate thereon.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands, the day and year first above written.

Jorgen P. Jacobsen

Grace P. Jacobsen

EXHIBIT 138

2P DEED 163
4/19/1947 163

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in office, the day and year first above written. (SEAL) Peter Merialdo

Recorded at the Request of Louis P. Gibellini June 4, 1947 at 0 min. past 11 o'clock A.M. Peter Merialdo --- Recorder.

File No. 26761.

Vera Martin }
to }
Theodore M. Thompson } DEED. (U.S.I.R. Stamps affixed and cancelled \$52.80)
and }
Olive M. Thompson }

DEED

THIS INDENTURE, made the 17th day of April, 1946, between VERA MARTIN, an unmarried woman, of Washoe County, Nevada, party of the first part, and THEODORE M. THOMPSON and OLIVE M. THOMPSON, husband and wife, of the County of Tehama, State of California, parties of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, lawful money of the United States of America, and other good and valuable consideration, to her in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said parties of the second part, with the right of survivorship, and to the survivor of them, as joint tenants and not as tenants in common, and to the heirs and assigns of such survivor of them, all those certain lots, piece or parcels of land situate in the County of Eureka, State of Nevada, more particularly described as follows, to-wit:

Lot Four (4); the south one-half of the northwest quarter; the southwest quarter of the northeast quarter; and the south one-half of Section 3; Lots numbered 1, 2 and 3; the south one-half of the north one-half; and the south one-half of Section Four (4); the northeast quarter of Section Nine (9); the west one-half of Section Ten (10), and the north one-half of the north-east quarter and the southwest quarter of the northeast quarter of Section Ten (10); all in Township Twenty-three (23), North of Range Fifty-four (54) East, M.D.B.&M.; Lots numbered two and three (2-3); the southeast quarter of the northwest quarter and the southwest quarter of the northeast quarter of Section Four (4); the south one-half of the northeast quarter, north one-half of the southeast quarter of Section Nine (9); the southwest quarter of the southwest quarter of Section Ten (10); the west one-half of the northeast quarter; the south one-half of northwest quarter and the north one-half of the southwest quarter of Section Twenty-two (22); the south one-half of the southwest quarter of Section twenty-seven (27); the east one-half of the west one-half and the west one-half of the southeast quarter of Section Thirty-four (34), all in Township twenty-four north of Range Fifty-four East, M.D.B. & M.; the west one-half of the northwest quarter of Section twenty-six (26) and the east one-half (E $\frac{1}{2}$) of the north-east quarter of Section Twenty-seven (27); all in Township Twenty-five (25) North of Range Fifty-four (54) East, M. D. B. & M., containing 2766.09 acres, more or less, according to the Government Survey thereof, together with any and all vested, accrued and certified water rights, water, dams, ditches and reservoirs used in connection with the irrigation of the above described lands or otherwise and all rights and permits to the range appurtenant to said lands or allowed or apportioned thereto under the provisions of the Federal Range laws, or otherwise. And in furtherance but not in limitation, including certified water rights involved in permits numbered 7982, 7983, 7984, 800, 8272, 8273,

8274, 8275 and 8276 issued by the office of the State Engineer of the State of Nevada, together with all the buildings, fences and improvements thereon, and all other rights, equities however acquired or accrued.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the above described premises, together with the appurtenances, unto the said parties of the second part, as joint tenants and not as tenants in common, with the right of survivorship, and unto the heirs and assigns of such survivor.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand the day and year first above written.

Vera Martin

STATE OF NEVADA }
County of Washoe } ss.

On this 17th day of April, 1946, personally appeared before me, the undersigned, a Notary Public in and for said County of Washoe, VERA MARTIN, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she 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 at my office in the County of Washoe, the day and year in this certificate first above written.

(Notarial Seal)

Bert Goldwater
Notary Public in and for the County
of Washoe, State of Nevada

My commission expires Oct. 22, 1949.

Recorded at the request of Jay E. Brinton June 9 A.D. 1947 At 46 minutes past 10 A.M.

Peter Merialdo-----Recorder.

File No. 26768.

Johnie Belle Brooks, }
to } Deed of Mining Claim.
J.R. Gillbergh. }

THIS INDENTURE made the 12th day of December one thousand nine hundred and forty-six BETWEEN Johnie-Belle Brooks, of Eureka, County of Eureka, State of Nevada, the party of the first part, and J.R. GILLBERGH of Palo Alto, California, the party of the second part, WITNESSETH: That the party of the first part, in consideration of the sum of Ten and no/100 dollars, lawful money of the United States of America, to her in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, remise, release, and forever QUITCLAIM unto the party of the second part, and to his heirs and assigns, all of her right, title and interest in and to the mining claims, situated in the Eureka Mining District, County of Eureka, State of Nevada, bounded and described as follows, to wit:

An undivided one-half ($\frac{1}{2}$) interest in and to the Golden Canyon #1 and Golden Canyon #2 lode mining claims.

TOGETHER with all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed, and also all and singular the tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues, and profits thereof.

TO HAVE AND TO HOLD the said premises, appurtenances, and privileges, unto the party of the second part, his heirs and assigns forever.

EXHIBIT 139

DOMINION OF CANADA }
PROVINCE OF ONTARIO } ss.

On this 3rd day of June, 1948, personally appeared before me, a Notary Public in and for the said Province of Ontario, ERNEST VICTOR NEELANDS, known to me to be the President of the Corporation that executed the foregoing instrument, and upon oath, did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that the said corporation executed the said instrument 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)
MY COMMISSION IS FOR LIFE.

W. S. Morlock
A NOTARY PUBLIC in and for the Province of Ontario.

Recorded at the request of Geo.W. Mitchell June 10, A.D. 1948 At 50 minutes past 1 P.M.

Peter Merialdo --- Recorder.

File No. 27243

Theodore M. Thompson and Olive M. Thompson }
to } DEED
Theodore M. Thompson and Olive M. Thompson }

JOINT TENANCY DEED

THIS INDENTURE made the 21st day of June, one thousand nine hundred and Forty-eight BETWEEN Theodore M. Thompson and Olive M. Thompson, husband and wife of Eureka County, State of Nevada, the parties of the first part, and Theodore M. Thompson and Olive M. Thompson, husband and wife of Eureka County, State of Nevada, the parties of the second part,

WITNESSETH: That the said parties of the first part, in consideration of the sum of Ten and no/100 dollars, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereas is hereby acknowledged, does by these presents grant, bargain, and sell unto the said parties of the second part, in joint tenancy and to the survivor of them, and to the heirs and assigns of such survivors forever, all that certain lot, piece or parcel of land situate in the County of Eureka, State of Nevada, and bounded and described as follows, to-wit:

TOWNSHIP 23 NORTH, RANGE 54 EAST, M.D.B. & M.
Section 3: SW $\frac{1}{4}$ of NE $\frac{1}{4}$; Lot 4 of NW $\frac{1}{4}$; S $\frac{1}{2}$ of NW $\frac{1}{4}$; S $\frac{1}{2}$
Section 4: Lots 1 and 2 of NE $\frac{1}{4}$; S $\frac{1}{2}$ of N $\frac{1}{2}$; Lot 3 of NW $\frac{1}{4}$; S $\frac{1}{2}$
Section 9: NE $\frac{1}{4}$
Section 10: N $\frac{1}{2}$ of NE $\frac{1}{4}$; SW $\frac{1}{4}$ of NE $\frac{1}{4}$; W $\frac{1}{2}$

TOWNSHIP 24 NORTH, RANGE 54 EAST, M.D.B. & M.
Section 4: Lot 2 of NE $\frac{1}{4}$; Lot 3 of NW $\frac{1}{4}$; SW $\frac{1}{4}$ of NE $\frac{1}{4}$; SE $\frac{1}{4}$ of NW $\frac{1}{4}$
Section 9: S $\frac{1}{2}$ of NE $\frac{1}{4}$; N $\frac{1}{2}$ of SE $\frac{1}{4}$
Section 10: SW $\frac{1}{4}$ of SW $\frac{1}{4}$
Section 22: W $\frac{1}{2}$ of NE $\frac{1}{4}$; S $\frac{1}{2}$ of NW $\frac{1}{4}$; N $\frac{1}{2}$ of SW $\frac{1}{4}$
Section 27: S $\frac{1}{2}$ of SW $\frac{1}{4}$
Section 34: E $\frac{1}{2}$ of NW $\frac{1}{4}$; W $\frac{1}{2}$ of SE $\frac{1}{4}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$

TOWNSHIP 25 NORTH, RANGE 54 EAST, M.D.B. & M.
Section 26: W $\frac{1}{2}$ of NW $\frac{1}{4}$
Section 27: E $\frac{1}{2}$ of NE $\frac{1}{4}$

Together with all water, water rights, water applications and water permits or privileges, connected with, belonging to, appurtenant or incident to the lands hereby conveyed, or used in connection with all or any part of the above described premises, or used or usable in connection therewith, and all dams, reservoirs, and ditches, canals or other works of storage, for storage or carrying of water now owned or used in connection with any of the above described lands, and all applications now pending in the office of the State Engineer of the State of Nevada for any and all waters to be used upon any part or

portion of said lands, or used in connection therewith, including stock watering rights or privileges; TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TOGETHER with all range, ranges and range rights, permits now and heretobefore used, claimed and enjoyed in connection with the hereinabove described land.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said parties of the second part, as joint tenants, and not as tenants in common, with right of survivorship, and to the heirs and assigns of such survivor forever.

IN WITNESS WHEREOF the said parties of the first part, have executed this conveyance the day and year first above written.

SIGNED AND DELIVERED IN THE PRESENCE OF } Theodore M. Thompson
Olive M. Thompson

Individual Acknowledgement

State of Nevada }
County of Eureka } ss.

On the 21st day of June, A.D. 1948, personally appeared before me, a Notary Public in and for said County and State, Theodore M. Thompson and Olive M. Thompson, 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.

(Notarial Seal) My Commission expires: February 24, 1952
Leona Morrison
Notary Public
Residing at Eureka, Nevada.

Recorded at the Request of Theodore M. Thompson June 21, 1948 at 15 min. past 10 O'clock a.m.

Peter Merialdo--Recorder.

File No. 27245

Ed Delaney, as County Treasurer
to
Ed Delaney, as County Treasurer, as Trustee) DEED

COUNTY TREASURER'S DELINQUENT TAX DEED

THIS INDENTURE, made the 15th day of June, 1948 by and between Ed. Delaney, County Treasurer in and for the County of Eureka, State of Nevada, acting as such County Treasurer in conformity with the laws under Section 6462, Nevada Compiled Laws, 1929, the party of the first part, and Ed. Delaney, County Treasurer and Ex-Officio Tax Receiver in and for the County of Eureka, State of Nevada, as Trustee for the County of Eureka, State of Nevada, acting as such trustee in this matter in conformity with the provisions of Section 6462, Nevada Compiled laws 1929, the party of the second part,

WITNESSETH:

That the said party of the first part for and in consideration of the covenants and agreement herein specified, do by these presents grant, bargain, sell and convey unto the said party of the second part, and to his successors in office and assigns the following described property as appears on record upon the Assessment Roll of Eureka County, State of Nevada, for the year 1937 and entered thereon by the County Assessor as follows, to-wit:

EXHIBIT 140

3/18/1965

THIS DEED OF TRUST, made and entered into this 5th day of March, 1965, by and between THEODORE M. THOMPSON and OLIVE M. THOMPSON husband and wife, of

County of Eureka, State of Nevada, hereinafter called the Grantors, and Albert C. Gianoli or W. J. Benson of the City of Ely, County of White Pine, State of Nevada, hereinafter called the Trustee, and the First National Bank of Ely, a corporation organized and existing under the national banking laws of the United States, doing and authorized to do business in Ely, County of White Pine, State of Nevada, hereinafter called the Beneficiary.

WITNESSETH: THAT WHEREAS, the Grantors are indebted to the said Beneficiary in the sum of Fifty Thousand and no/100 DOLLARS lawful money of the United States, and has/have agreed to pay the same according to the tenor and terms of a certain promissory note of even date herewith and made, executed and delivered by the said Grantors to the said Beneficiary and which is in words and figures as follows, to-wit:

\$50,000.00 In annual payments of not less than Ely, Nevada, March 5, 1965 \$5,000.00 plus interest, beginning December 5, 1965 after date, for value received, I, we, or either of us

Promise(s) to Pay to the order of THE FIRST NATIONAL BANK of Ely,

Fifty Thousand and no/100 DOLLARS In Lawful Money of the United States of America

at THE FIRST NATIONAL BANK OF ELY, in Ely, Nevada, with interest thereon, in like money at the rate of 6 1/2 per cent per annum, payable quarterly from date

until maturity, and thereafter at the rate of 6 1/2 per cent per annum until paid and if not paid at maturity and this note be placed with an attorney for collection, or if suit be instituted for its collection, the undersigned agrees to pay in either case reasonable attorney's fees. The maker, sureties, guarantors and endorsers hereof severally waive presentment for payment, protest, notice of protest and of non payment of this note. If the interest on this note is not paid at the time it becomes due the holder of this note at its option may declare the whole due and payable.

This note is secured by Deed of Trust to payee, dated March 5, 1965 on real property situated in the state of Nevada

Due s/ THEODORE M. THOMPSON S/ OLIVE M. THOMPSON

NOW, THEREFORE, the said Grantors, for the purpose of securing the payment of the said promissory note, and the principal and interest and all other amounts therein set forth, or therein provided to be paid, and also the payment of all other moneys herein agreed or provided to be paid by the said Grantors, or which may be paid out or advanced by the Beneficiary or Trustee under the provisions of this instrument, with the interest in each case, hereby grant, bargain, sell, convey, and confirm unto the said Trustee all the estate and interest, homestead or other claim or demand, as well in law as in equity, which the said Grantors now has/have or may hereafter acquire of, in or to the following described lots, pieces and parcels of land, improvements and/or appurtenances, all of which are situate in the County of Eureka, State of Nevada, and being more particularly described as follows, to-wit: All those certain lots, pieces or parcels of land situate in the county of Eureka, State of Nevada, more particularly described as follows, to-wit:

- TOWNSHIP 23 NORTH, RANGE 54 EAST, M. D. B. & M. Section 3: SW 1/4 of NE 1/4; Lot 4 of NW 1/4; S 1/2 of NW 1/4; S 1/2 Section 4: Lots 1 and 2 of NE 1/4; S 1/2 of N 1/2; Lot 3 of NW 1/4; S 1/2 Section 9: NE 1/4 Section 10: N 1/2 of NE 1/4; SW 1/4 of NE 1/4; W 1/4 TOWNSHIP 24 NORTH, RANGE 54 EAST, M. D. B. & M. Section 4: Lot 2 of NE 1/4; Lot 3 of NW 1/4; SW 1/4 of NE 1/4; SE 1/4 of NW 1/4 Section 19: S 1/4 of NE 1/4; N 1/2 of SE 1/4 Section 10: SW 1/4 of SW 1/4 Section 22: W 1/2 of NE 1/4; S 1/2 of NW 1/4; N 1/2 of SW 1/4 Section 27: S 1/2 of SW 1/4 Section 34: E 1/2 of NW 1/4; W 1/2 of SE 1/4; E 1/2 of SW 1/4 TOWNSHIP 25 NORTH, RANGE 54 EAST, M. D. B. & M. Section 26: W 1/2 of NW 1/4 Section 27: E 1/2 of NE 1/4

TOGETHER WITH all water, water rights, water applications and water permits or privileges, connected with, belonging to, appurtenant or incident to the lands hereby conveyed, and all dams, reservoirs, ditches, canals or other works of storage for storage or carrying of water now owned or used in connection with any of the above described lands, and all applications now pending in the office of the State Engineer of the State of Nevada for any and all waters to be used upon any part or portion of said lands or used in connection therewith, including stock watering rights or privileges. TOGETHER WITH all range, ranges and range right permits now and heretofore used, claimed and enjoyed in connection with the hereinabove described land.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging or therewith had and enjoyed, and the reversion and reversions remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said Trustee and to his successors and assigns, for the uses and purposes herein mentioned.

THIS DEED OF TRUST shall be security for the payment, in lawful money of the United States, of all moneys that may hereafter become due and payable from the Grantor to the Beneficiary, for any cause whatsoever, and shall also be security for any and all renewals of the debt of the Grantor to the Beneficiary, howsoever evidenced.

The following covenants, Nos. 1; \$22,700.00; 3; 4 6 1/2 % per annum; 5; 6; 7 20 % 8 and 9 of Nevada Revised Statutes 107.080 are hereby adopted and made a part of this Deed of Trust.

Said Grantor, in consideration of the premises, hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this deed of trust, nor shall this deed of trust, nor its satisfaction or a reconveyance made thereunder, operate as a waiver of any such other security now held or hereafter acquired.

BENEFITS of the covenants herein contained shall accrue to, and the obligation thereof shall bind the heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor has/have hereunto signed their name the day and year first above written.

Theodore M. Thompson
Olive M. Thompson

STATE OF NEVADA }
County of White Pine } ss.
On this 5th day of March, 1965, personally appeared before me, a Notary Public in and for the State of Nevada, County of White Pine, Theodore M. Thompson and Olive M. Thompson

known to me to be the persons described in and who executed the foregoing instrument; who duly 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 Notarial Seal the day and year first above written in this certificate.

Albert C. Gianoli
Notary Public

File No. 40697
RECORDED AT THE REQUEST OF First National Bank of Ely
March 18, A. D. 1965
At 36 minutes past 11 A.M.
in Book 6 of OFFICIAL RECORDS
Page 590-591 Records of
EUREKA COUNTY, NEVADA
Melvin A. W. Clark Recorder
Fee \$ 4.95

My Commission Expires ALBERT C. GIANOLI, Notary Public
My Commission Expires August 4, 1967



EXHIBIT 141

EXHIBIT 142

EXHIBIT 143

49015

BOOK 28 PAGE 388

4/9/1969



UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT for an in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the UNITED STATES OF AMERICA, acting through the Farmers Home Administration (hereinafter called the Government), hereby remises, releases, and forever quitclaims unto THEODORE M. THOMPSON, JR., a single man, all of the rights, title and interest of the Government (except such interests as may have been reserved in patents issued by the Government) in and to the following described real property situated in the County of Eureka, State of Nevada:

Township 22 North, Range 54 East, MDB&M
Section 8: E 1/2.

Subject to recorded rights of way and to a
lien for 1967-68 and 1968-69 taxes and as-
sessments.

IN WITNESS WHEREOF, the Government has caused this quitclaim deed to be executed and delivered this 27th day of March, 1969, by its undersigned duly authorized official acting pursuant to authority contained in 75 Stat. 307; 63 Stat. 437; 7 CFR §§ 1800.11-1800.25.

UNITED STATES OF AMERICA

By: Oliver J. Duval
Oliver J. Duval, State Director
of the Farmers Home Administra-
tion for the State of Nevada,
United States Department of
Agriculture

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS:
County of Alameda)

On this 27th day of March, in the year
19 69, before me, Muriel L. Phillips, a Notary
Public in and for said State, with principal office in the
County of Alameda, personally appeared OLIVER J. DUVAL, known
to me to be the State Director of the Farmers Home Administra-
tion, an agency of the United States of America, and known to
me to be the person who executed the within instrument on behalf
of said agency, and acknowledged to me that the United States of
America executed the same.



Muriel L. Phillips
Notary Public
MURIEL L. PHILLIPS

My commission expires: March 8, 1971

RECORDED AT THE REQUEST OF Farmers Home Administration
on April 9 19 69 at 47 mins. past 9 A. M. in
Book 28 of OFFICIAL RECORDS, page 388-389, RECORDS OF
EUREKA COUNTY, NEVADA. *Phillips D. McLaw* Recorder.
File No. 49015 Fee \$ 4.00

EXHIBIT 144

4/9/1969

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS' HOME ADMINISTRATION

REAL ESTATE DEED OF TRUST FOR NEVADA

(DIRECT LOAN)

THIS INDENTURE, made and entered into this date, ✓

April 9, 1969

between THEODORE M. THOMPSON, JR., a single man,

residing in Eureka County, State of Nevada, whose post office address is Eureka, Nevada, 89316 as grantor(s),

hereinafter called Borrower, and OLIVER J. DUVAL, State Director of the Farmers Home Administration for the State of Nevada, and his successors in office as State Director or Acting State Director, as trustee, hereinafter called Trustee, and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary, hereinafter called the Government, WITNESSETH THAT:

WHEREAS Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), hereinafter called said note(s), executed by Borrower and payable to the Government, containing covenants and agreements of Borrower in addition to promise(s) to pay money, and authorizing optional acceleration of the entire indebtedness upon Borrower's breach of any covenant or agreement, said note(s) being described as follows:

<u>Date of instrument</u>	<u>Principal amount</u>	<u>Annual rate of interest</u>
✓ April 9, 1969	\$35,000.00	5%

NOW, THEREFORE, in consideration of the said indebtedness, Borrower does hereby grant, bargain, sell, mortgage, and assign unto Trustee the following-described property situated in Eureka County(ies),

State of Nevada:

Township 22 North, Range 54 East, MDB&M
Section 8: E 1/2.

SUBJECT to recorded rights of way;

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PROVECE DE ESCOZIQEQ EMBRE DE SOLA:

PROVECE DE: R. J. S.

PROVECE DE: R. J. S.

PROVECE DE:

PROVECE DE:

PROVECE DE:

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PROVECE DE:

PROVECE DE:

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, all water, water rights, water stock, wells, pumps, pumping plants, and equipment pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer or conveyance of or injury to, any part thereof or interest therein, including but not limited to payments for property taken by eminent domain—all of which are hereinafter called said property;

TO HAVE AND TO HOLD said property unto trustee, his successors, grantees and assigns forever.

IN TRUST TO SECURE the prompt payment of said indebtedness and of any advances, disbursements, and expenditures made hereunder and of any renewals and extensions of any debt secured hereby, all with interest, and to secure the performance of every covenant and agreement of Borrower contained herein, in said note(s), or in any supplementary agreement, all of whose provisions are hereby incorporated and made a part hereof;

AND BORROWER, for himself, his heirs, executors, administrators, successors and assigns, **WARRANTS** said property and the title thereto unto trustee for the benefit of the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, **AGREES TO PAY** when due the indebtedness hereby secured, and, so long as any such indebtedness remains unpaid, **COVENANTS AND AGREES** TO:

- (1) pay when due all taxes, liens, levies, obligations, liabilities, judgments, encumbrances, and assessments against said property and promptly deliver to the Government without demand receipts evidencing such payments;
- (2) keep said property insured as required by and under policies approved by, delivered to, and retained by the Government;

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(3) maintain improvements in good repair and make repairs required by the Government; operate said property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not abandon said property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes;

(4) if this instrument secures a "Farm Ownership" loan as identified in Farmers Home Administration regulations, personally operate said property with his own and his family labor as a farm and for no other purpose, and not lease said property or any part of it, unless the Government consents in writing to another method of operation or to a lease;

(5) comply with all laws, ordinances, and regulations affecting said property;

(6) pay or reimburse the Government for expenses reasonably necessary or incidental to protection of the lien and priority hereof and to enforcement of or compliance with the provisions hereof and of any instrument secured hereby (whether before or after the default), including but not limited to costs of evidence of title to and survey of said property; costs of recording this and other instruments, attorneys' fees, trustees' commissions, court costs, and expenses of advertising, selling, and conveying said property;

AND THAT:

(7) any amounts required herein to be paid by Borrower may, if not paid when due, be paid by the Government and thereupon shall be secured hereby; bear interest at the rate borne by the above said note if only one is described, or, if more than one is described above and secured hereby, at the rate borne by the one selected by the Government in its sole discretion, and be immediately due and payable by Borrower to the Government, without demand, at the place designated in the note;

(8) neither said property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government;

(9) at all reasonable times the Government and its agents may inspect said property to ascertain whether the requirements hereof are being met;

(10) the Government may extend and defer the maturity of and renew and reamortize any debts secured hereby, release from liability any party liable thereon and release portions of said property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability of Borrower or any other party for payment of said debts;

(11) default hereunder shall constitute default under any other real estate or crop or chattel security instrument held by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder;

(12) SHOULD BORROWER, or any one of the persons herein called Borrower, DEFAULT in payment of any debt or performance of any covenant or agreement hereby secured or herein contained, or die or be declared an incompetent, a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government at its option may: (a) declare all debts hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate and rent said property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for said property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell said property as provided by law;

(13) at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of said property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices, and at such sale the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed in paragraph (14); Trustee at his option may conduct such sale, without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of said property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith;

(14) the proceeds of foreclosure sale, after being applied to the payment of costs and expenses incident to enforcing or complying with the provisions hereof, any prior liens required by law or a competent court to be so paid, and all indebtedness secured hereby, shall be applied in the following order to the payment of: (a) inferior liens of record required by law or a competent court to be so paid, (b) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (c) any balance to Borrower;

(15) all powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law;

(16) as against the indebtedness hereby secured and to the extent permitted by law, Borrower hereby relinquishes all rights of homestead in said property and hereby waives all present and future valuation or appraisal laws and all exemptions of any kind to which Borrower may be entitled under the laws and constitution of the jurisdiction in which said property is situated;

(17) upon payment of all indebtedness hereby secured, the Government shall execute and deliver to Borrower at his above post office address a release and satisfaction hereof within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such release and satisfaction;

(18) this instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof;

(19) notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Berkeley, California 94704, and in the case of Borrower to him at his post office address stated above.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) the day and year first above written.

X *Theodore M. Thompson, Jr.*
Theodore M. Thompson, Jr. [SEAL]

[SEAL]

ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF EUREKA

ss:

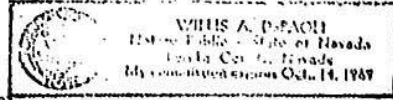
On this 9th day of April, A. D., 1969, personally appeared before me, a Notary Public in and for said County, THEODORE M. THOMPSON, JR., a single man,

known (or proved) to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that he 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]

My commission expires 10-14-69



RECORDED AT THE REQUEST OF Farmers Home Administration
on April 9, 1969, at 48 mins. past 9 A. M. No. 810-00
Book 28 of OFFICIAL RECORDS, page 390-393, RECORDS OF
EUREKA COUNTY, NEVADA. *Willis A. DeLoach* Recorder.
File No. 49016 Fee \$ 6.00

EXHIBIT 145

DEED OF TRUST

89 OR 174
4/6/1971

THIS DEED OF TRUST, made and entered into this 6th day of April 1971, by and between THEODORE M. THOMPSON and OLIVE M. THOMPSON husband and wife, of

County of Eureka, State of Nevada, hereinafter called the Grantors, and Albert C. Small or W. V. Benson of the City of Ely,

County of White Pine, State of Nevada, hereinafter called the Trustee, and the First National Bank of Ely, a corporation organized and existing under the national banking laws of the United States, doing and authorized to do business in Ely, County of White Pine, State of Nevada, hereinafter called the Beneficiary.

WITNESSETH THAT WHEREAS, the Grantors are indebted to the said Beneficiary in the sum of Sixty Thousand and no/100 DOLLARS lawful money of the United States, and has/have agreed to pay the same according to the tenor and terms of a certain promissory note of even date herewith and made, executed and delivered by the said Grantors to the said Beneficiary and which is in words and figures as follows, to-wit:

\$60,000.00 in annual payments of not less than \$5,000.00 plus interest, beginning April 6, 1971 after date, for value received, I, we, or either of us Promisor(s) to THE FIRST NATIONAL BANK of Ely, Pay to the order of

Sixty Thousand and no/100 DOLLARS In Lawful Money of the United States of America

at THE FIRST NATIONAL BANK OF ELY, in Ely, Nevada, with interest thereon, in like money at the rate of 8 per cent per annum; payable quarterly from date until maturity, and thereafter at the rate of 8 per cent per annum until paid, and if not paid at maturity and this note be placed with an attorney for collection, or if suit be instituted for its collection, the undersigned agrees to pay in either case reasonable attorney's fees. The maker, sureties, guarantors and endorsers hereof severally waive presentment for payment, protest, notice of protest and of non payment of this note. If the interest on this note is not paid at the time it becomes due, the holder of this note at its option may declare the whole due and payable.

This note is secured by Deed of Trust to payee, dated April 6, 1971, on real property situated in the state of Nevada

Done S/ THEODORE M. THOMPSON S/ OLIVE M. THOMPSON

NOW, THEREFORE, the said Grantors, for the purpose of securing the payment of the said promissory note, and the principal and interest and all other amounts therein set forth, or therein provided to be paid, and also the payment of all other moneys herein agreed or provided to be paid by the said Grantors, or which may be paid out or advanced by the Beneficiary or Trustee under the provisions of this instrument, with the interest in each case, hereby grant, bargain, sell, convey, and confirm unto the said Trustee all the estate and interest, homestead or other claim or demand, as well in law as in equity, which the said Grantors now have or may hereafter acquire, in or to the following described lots, pieces and parcels of land, improvements and/or appurtenances, all of which are situate in the County of Eureka, State of Nevada, and being more particularly described as follows, to-wit: All those certain lots, pieces or parcels of land situate in the county of Eureka, State of Nevada, more particularly described as follows, to-wit:

- TOWNSHIP 23 NORTH, RANGE 54 EAST, M. D. B. & H.
- Section 3: SW 1/4 of NE 1/4; Lot 4 of NW 1/4; SW 1/4 of NW 1/4; SE 1/4 of NW 1/4
- Section 4: Lots 1 and 2 of NE 1/4; SW 1/4 of NE 1/4; Lot 3 of NW 1/4; SE 1/4 of NW 1/4
- Section 9: NE 1/4
- Section 10: NW 1/4 of NE 1/4; SW 1/4 of NE 1/4; NW 1/4
- TOWNSHIP 24 NORTH, RANGE 54 EAST, M. D. B. & H.
- Section 4: Lot 2 of NW 1/4; Lot 3 of NW 1/4; SW 1/4 of NE 1/4; SE 1/4 of NW 1/4
- Section 9: SW 1/4 of NE 1/4; NW 1/4 of SE 1/4
- Section 22: W 1/2 of NE 1/4; SW 1/4 of NW 1/4; NW 1/4 of SW 1/4
- Section 27: SW 1/4 of SW 1/4
- Section 34: E 1/4 of NW 1/4; W 1/2 of SE 1/4; E 1/4 of SW 1/4
- TOWNSHIP 25 NORTH, RANGE 54 EAST, M. D. B. & H.
- Section 26: W 1/2 of NW 1/4
- Section 27: E 1/4 of NE 1/4

TOGETHER WITH all water, water rights, water applications and water permits or privileges, connected with, belonging to, appurtenant or incident to the lands hereby conveyed, and all dams, reservoirs, ditches, canals or other works of storage for storage or carrying of water now owned or used in connection with any of the above described lands, and all applications now pending in the office of the State Engineer of the State of Nevada for any and all waters to be used upon any part or portion of said lands or used in connection therewith, including stock watering rights or privileges.

TOGETHER WITH all range, ranges and range right permits now and heretofore used, claimed and enjoyed in connection with the hereinabove described land.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereto, belonging or therewith had and enjoyed, and the reversion and reversions remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said Trustee and to his successors and assigns, for the uses and purposes herein mentioned.

THIS DEED OF TRUST shall be security for the payment, in lawful money of the United States, of all moneys that may hereafter become due and payable from the Grantor to the Beneficiary, for any cause whatsoever, and shall also be security for any and all renewals of the debt of the Grantor to the Beneficiary, howsoever evidenced.

The following covenants, Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

Said Grantor, in consideration of the premises, hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this deed of trust, nor shall this deed of trust, nor its satisfaction or a reconveyance made thereunder, operate as a waiver of any such other security, now held or hereafter acquired.

BENEFITS of the covenants herein contained shall accrue to, and the obligation thereof shall bind, the heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor and I have hereunto signed their names on the day and year first above written.

Theodore M. Thompson
Theodore M. Thompson

Olive M. Thompson
Olive M. Thompson

STATE OF NEVADA

County of White Pine, ss.

On this 6th day of April, 1971, personally appeared before me, a Notary Public in and for the State of Nevada, County of White Pine,

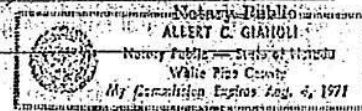
Theodore M. Thompson and Olive M. Thompson

known to me to be the person described in and who executed the foregoing instrument; who duly 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 Notarial Seal the day and year first above written in this certificate.

Allert C. Giannoli

My Commission Expires:



RECORDED AT THE REQUEST OF First National Bank of Ely
APR 18 1971 10 A.M.
Book 39 of OFFICIAL RECORDS, page 174-175 RECORDS OF
ELIYA COUNTY, NEVADA
54397
Fees \$4.00

EXHIBIT 146

45 OR 300
4/20/1973

57274

AFFIDAVIT TERMINATING JOINT TENANCY

STATE OF NEVADA,)
) SS
COUNTY OF EUREKA.)

OLIVE M. THOMPSON, being first duly sworn, deposes
and says:

That Affiant was one of the Grantees in that certain
Deed dated April 17, 1946 wherein OLIVE M. THOMPSON and THEODORE M.
THOMPSON, were the Grantees, as joint tenants with right of survivor-
ship and not as tenants in common, conveying those certain lots,
pieces or parcels of land situate in the County of Eureka, State of
Nevada described in said Deed, recorded June 9, 1947, in Liber 23 of
Deeds Page 163 Records of Eureka County, Nevada.

That the said THEODORE M. THOMPSON died in Elko,
Nevada on March 23, 1973, and is the identical person
named as Theodore Milton Thompson in that Certified Copy of the
Certificate of Death marked as Exhibit A and attached hereto; that
said Certified Copy of the Certificate of Death is hereby referred to
and by such reference is incorporated into this paragraph as though
herein fully set forth.

Olive M. Thompson
OLIVE M. THOMPSON

Subscribed and sworn to before me
this 20th day of April, 1973.

[Signature]
CLERK OF DISTRICT JUDICIAL COURT



LAW OFFICE
EVANS & BILYEU
PROFESSIONAL CERTIFIED
ELKO, NEVADA 1962

EXHIBIT 147

FULL RECONVEYANCE

51 OR 151
3/17/1975

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Albert C. Gianoli TRUSTEE under Deed of Trust executed by Theodore M. Thompson and Olive M. Thompson, GRANTORS, to Albert C. Gianoli or W. J. Benson as BENEFICIARY, dated April 6, 19 71, and recorded as document No. 54397 in book 39 page 174 of Real Estate Records, in the office of the County Recorder of EUREKA County, State of Nevada, has been duly requested to quitclaim and reconvey the property hereinafter mentioned, by reason of the payment of indebtedness secured by said Deed of Trust:

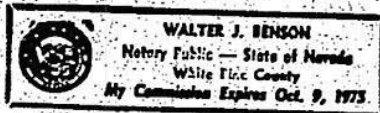
NOW THEREFORE, in compliance with said request and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, and the payment of said indebtedness, said trustee DOES HEREBY QUITCLAIM AND RECONVEY TO Theodore M. Thompson and Olive M. Thompson their heirs, assigns or legal representatives, but without warranty, all of the property covered by said Deed of Trust now held by said Trustee under the terms of said Deed of Trust.

IN WITNESS WHEREOF, said Albert C. Gianoli, as Trustee, has affixed his signature this 25th day of February, 19 75

Albert C. Gianoli
Albert C. Gianoli Trustee

STATE OF NEVADA, }
COUNTY OF WHITE PINE } ss.

On this 25th day of February, 19 75, personally appeared before me, a Notary Public in and for White Pine County, Nevada, Albert C. Gianoli known to me to be the trustee who executed the foregoing instrument, and upon oath, did depose that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.



Witness my hand and official seal,
Walter J. Benson
Notary Public

RECORDED AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY
OF NEVADA
on March 17, 19 75, at OT Dist. 8 A. M. in
Book 51 of OFFICIAL RECORDS, page 151 RECORDS OF
EUREKA COUNTY, NEVADA. Hillis & McLean Recorder
No. 59818 Fee 8.3-00

FILE NO. 59818

BOOK 51 PAGE 151

EXHIBIT 148

63055

59 OR 170
6/10/1977

ADMINISTRATOR'S DEED

1
2
3 THIS INDENTURE made the 10th day of June, 1977, between
4 T. MILTON THOMPSON, Administrator of the ESTATE OF OLIVE M.
5 THOMPSON, Grantor and T. MILTON THOMPSON, a single person, as
6 Grantee.

7 WITNESSETH: That the said Grantor in consideration of
8 the ORDER OF THE THIRD JUDICIAL DISTRICT COURT of the State of
9 Nevada in and for the County of Eureka, and other valuable
10 consideration, to him in hand paid, the receipt whereof is
11 hereby acknowledged, does by these presents grant, bargain and
12 sell unto the said Grantee, and to his heirs and assigns
13 forever, all that certain lot, piece or parcel of land situate
14 in the County of Eureka, State of Nevada, and bounded and
15 described as follows, to-wit:

16
17 Lot Four (4); the south one-half of the north-
18 west quarter; the southwest quarter of the
19 northeast quarter; and the south one-half of
20 Section 3; Lots numbered 1, 2, and 3; the
21 south one-half of the north one-half; and the
22 south one-half of Section Four (4); the north-
23 east quarter of Section Nine (9); the west one-
24 half of Section Ten (10), and the north one-
25 half of the north-east quarter and the south-
26 west quarter of the northeast quarter of Sec-
27 tion Ten (10); all in Township Twenty-three
28 (23), North of Range Fifty-four (54) East,
29 M.D.B.&M.; Lots numbered two and three (2-3);
30 the southeast quarter of the northwest quarter
and the southwest quarter of the northeast
quarter of Section Four (4); the south one-
half of the northeast quarter, north one-half
of the southeast quarter of Section Nine (9);
the southwest quarter of the southwest
quarter of Section Ten (10); the west one-half
of the northeast quarter; the south one-half
of northwest quarter and the north one-half of
the southwest quarter of Section Twenty-two
(22); the south one-half of the southwest
quarter of Section Twenty-seven (27); the east
one-half of the west one-half and the west
one-half of the southeast quarter of Section
Thirty-four (34), all in Township twenty-four
north of Range Fifty-four East, M.D.B.&M.; the

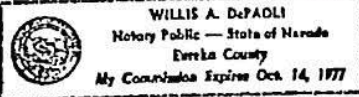
- 1 -

SAMUEL B. FRANCOYICH
ATTORNEY AT LAW
RENO, NEVADA

BOOK 59 PAGE 170

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voluntarily, and for the uses and purposes therein mentioned.
IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal at my office in the County of Eureka,
the day and year in this certificate first above written.



Willis A. DePaoli
Notary Public in and for the
County of Eureka, State of Nevada

63055

RECORDED AT THE REQUEST OF Milton Thompson
on June 10, 1977, at 10 min. past 1 P.M. in
Book 59 of OFFICIAL RECORDS, page 170-172, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 63055 Fee \$ 5.00

RAMUEL B. FRANCOVICH
ATTORNEY AT LAW
RENO, NEVADA

EXHIBIT 149

59 OR 173
6/13/1977

60076

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IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF EUREKA :

IN THE MATTER OF THE ESTATE OF)
OLIVE M. THOMPSON,)
Deceased.)

FILE NO. 810
Filed: June 16, 1977
JOAN SHANGLE, Clerk

By _____ Deputy

ORDER APPROVING FIRST AND FINAL ACCOUNT
OF ADMINISTRATOR, AND ORDERING PARTIAL
DISTRIBUTION OF THE ASSETS OF THE ESTATE

The Administrator, T. MILTON THOMPSON, having heretofore
filed his First Account and Report, and Petition for Partial
Distribution, all persons interested therein having been given
due and sufficient notice, hearing having been held thereon, and
there being no objection to the approval of the First Account and
Report, or the partial distribution prayed, and good cause
appearing,

IT IS HEREBY ORDERED that the First Account and Report of the
Administrator be approved as rendered.

IT IS FURTHER ORDERED that the Thompson Ranch property,
including the personal property, livestock, equipment and improve-
ments thereon, shall be and is hereby ordered distributed to
T. MILTON THOMPSON, and T. MILTON THOMPSON, as Administrator of
the above-entitled estate is hereby directed to execute in such
capacity all necessary deeds and other instruments of conveyance
to effect such distribution.

IT IS FURTHER ORDERED that the cause of action against the
principals of the Western Livestock Marketing Co. upon which liti-

IEL B. FRANCOVICH
ATTORNEY AT LAW
RENO, NEVADA

1. gation is now pending shall be and is hereby distributed to the
2. heirs of the decedent, T. MILTON THOMPSON, V. EILEEN PENROD and
3. JOYCE AIAZZI in equal undivided shares, and that the Administrator,
4. T. MILTON THOMPSON, is directed to execute whatever documents are
5. necessary to effect such transfer.

6. IT IS FURTHER ORDERED that the waiver of administrator fees
7. by T. MILTON THOMPSON shall be and is hereby accepted and no fees
8. for services performed as Administrator shall be paid to T. MILTON
9. THOMPSON.

10. IT IS FURTHER ORDERED that all matters pertaining to attorneys
11. fees herein shall be and are hereby held in abeyance pending the
12. final distribution of the assets of this Estate, and the rendition
13. of the Final Account herein.

14. DATED AND DONE this 10th day of June, 1977.

15. *Stanley A. DePaoli*
16. DISTRICT JUDGE

STATE OF NEVADA, }
COUNTY OF EUREKA. }

I, *Joel Shangle* County Clerk and ex-officio Clerk of the Third Judicial District Court of the State of Nevada, Eureka County, do hereby certify that the annexed is a full, true and correct copy of *Order - Oliver M. Thompson's Estate # 810* as appears as of record and on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand officially and affixed the Seal of said Court, at my office in the town of Eureka, this 10th day of June, A. D. 1977

Joel Shangle County Clerk,
And ex-officio Clerk of the District Court, Eureka County.

By _____, Deputy

30

RECORDED AT THE REQUEST OF Frontier Title Company
on June 13, 1977, at 30 mins past 11 A.M. in
Book 59 of OFFICIAL RECORDS, page 173-174 RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 63056 Fee \$ 4.00

JOEL B. FRANCOVICH
ATTORNEY AT LAW
RENO, NEVADA

63056

-2-

BOOK 59 PAGE 174

EXHIBIT 150

63057

Position 5

USDA FmHA
Form FmHA 427-1 NV
(Rev. 4-23-75)

REAL ESTATE DEED OF TRUST FOR NEVADA

59 OR 175
7/14/1977

THIS DEED OF TRUST is made and entered into by and between the undersigned

THEODORE M. THOMPSON, a single person

also known as T. MILTON THOMPSON, a single person

residing in Eureka County, Nevada,

whose post office address is Diamond Valley, Eureka, Nevada 89316

as grantor(s), herein called "Borrower," and Maynard C Wankier, State Director of the Farmers Home Administration for the State of Nevada, and his successors in office as State Director or Acting State Director, as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
June 14, 1977	\$100,000.00	5.0000%

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 as amended;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity deed of trust to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) Borrower does hereby grant, bargain, and sell unto trustee the

following-described property situated in

Eureka County(ies), State of Nevada:

Description continued. . . .

BOOK 59 PAGE 175

FmHA 427-1 NV (Rev. 4-23-75)

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property, now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, water stock, wells, pumps, pumping plants, and equipment pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of, or injury to, any part thereof or interest therein-all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein and made a part hereof.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS the property and the title thereto unto Trustee for the benefit of the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured lender, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration and to pay or reimburse the Government or trustee for all of Trustee's fees, costs or expenses in connection within any full or partial reconveyance or subordination of this instrument or any other transaction affecting the property.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the property.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

BOOK 59 PAGE 176

- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government, operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government or Trustee for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as beneficiary hereunder, including but not limited to the power to grant consents and subordinations, and to request full and partial reconveyances, and no insured lender shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, request reconveyances of portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument, or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law, and (e) bring an action to foreclose this instrument, obtain a deficiency judgment, or enforce any other remedy provided by law.
- (18) At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith.
- (19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.
- (20) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(21) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(22) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, or national origin.

(23) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(24) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government or Trustee to Farmers Home Administration, United States Department of Agriculture, at Woodland, California 95695, and in the case of Borrower to him at his post office address stated above.

(25) Borrower will perform and complete all the action and fulfill all of the conditions necessary to perfect his rights to appropriate underground water to be produced from any well(s) now located or hereafter placed on the property and apply said water to beneficial use thereon; and in the event of Borrower's failure to do so, the Government shall have the right to complete such action in which event all expenses and costs incident thereto shall become an indebtedness of Borrower in favor of the Government and shall be secured by this deed of trust.

(26) Upon full and final payment of all indebtedness hereby secured and the performance and discharge of each and every condition, agreement and obligation, contingent or otherwise, contained herein or secured hereby, the Government shall request Trustee to execute and deliver to Borrower at his above post office address a full reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such reconveyance.

(27) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

I (WE) HEREBY WAIVE THE RIGHT TO A HEARING PRIOR TO ANY FORECLOSURE SALE OF THE PROPERTY.

June 14, 1977
(Date)

Theodore M. Thompson
THEODORE M. THOMPSON also
known as T. MILTON THOMPSON

ACKNOWLEDGMENT

STATE OF NEVADA)
) ss:
COUNTY OF Elko)

On June 14, 1977 (Date) personally appeared before me, a Notary Public,
Theodore M. Thompson also known as T. MILTON THOMPSON,
who acknowledged that he executed the instrument.

(NOTARIAL)
(STAMP)

ESTER RYAN
Notary Public - State of Nevada
Elko County, Nevada
Commission expires April 9, 1980

Ester Ryan
Notary Public

Description continued. . . .

TOWNSHIP 23 NORTH, RANGE 54 EAST, MDB&M.

Section 3: SW $\frac{1}{4}$ NE $\frac{1}{4}$; Lot 4; S $\frac{1}{2}$ NW $\frac{1}{4}$; S $\frac{1}{2}$
Section 4: Lot 1, 2, and 3, S $\frac{1}{2}$ N $\frac{1}{2}$; S $\frac{1}{2}$
Section 9: NE $\frac{1}{4}$
Section 10: N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$

TOWNSHIP 24 NORTH, RANGE 54 EAST, MDB&M.

Section 4: Lot 2 and 3, SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 9: S $\frac{1}{2}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$
Section 10: SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 22: W $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$
Section 27: S $\frac{1}{2}$ SW $\frac{1}{4}$
Section 34: E $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$

TOWNSHIP 25 NORTH, RANGE 54 EAST, MDB&M.

Section 26: W $\frac{1}{2}$ NW $\frac{1}{4}$
Section 27: E $\frac{1}{2}$ NE $\frac{1}{4}$

TOGETHER WITH the rights to waters flowing in the following streams: Rock Canyon, Box Springs Canyon, Horse Canyon, Taft Springs, Telegraph Canyon; Unnamed Springs, and Cox Canyon, more fully described in Proofs of Appropriation Numbers 01110, 01111, 01114, 01115, 02845, 02846 and 02847 for the irrigation of 843 acres of the security, filed in the State Engineer's office.

The right to water flowing in Davis Canyon Creek for the irrigation of 75 acres of the security, more fully described under Application Number 2441, Certificate Number 340, issued by the State Engineer.

The following stockwater rights: Certificate Number 1147, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 4116 and 4117, issued by the State Engineer.

Application to appropriate water number 26794, 27708, 27709 filed in the State Engineer's office.

63057

RECORDED AT THE REQUEST OF Frontier Title Company
on June 14 1977 at 20 min. past 11 A.M. In
Book 59 of OFFICIAL RECORDS, page 175-179, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 63057 Fee \$ 7.00

BOOK 59 PAGE 179

EXHIBIT 151

DOC # 0211800

05/01/2008 01:55 PM

Official Record

Recording requested By
STEWART TITLE CO

Eureka County - NV
Mike Rebaleati - Recorder

Fee: \$40.00 Page 1 of 2
RPTT \$2,398.50 Recorded By FS
Book- 0472 Page- 0147

MASTER APN: 7-070-01
APN 6-360-01
6-360-03
7-070-01

Mail Tax Statements to Grantee:
CEDAR RANCHES, LLC
P.O. Box 942
Eureka, Nevada 89316-0942

When Recorded Return to:
GERBER LAW OFFICES, LLP
491 4th Street
Elko, Nevada 89801

7-070-01



GRANT BARGAIN AND SALE DEED

FOR THE CONSIDERATION of TEN DOLLARS (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, T. MILTON THOMPSON, an unmarried man herein referred to as Grantor, does hereby grant, bargain and sell to CEDAR RANCHES, LLC, a Nevada limited liability company, herein referred to as Grantee, and to its successors and assigns forever, the property and premises located in the County of Eureka, State of Nevada, described as follows:

TOWNSHIP 23 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 3: SW1/4NE1/4; Lot 4; S1/2NW1/4; S1/2
Section 4: Lots 1, 2 and 3, S1/2N1/2; S1/2
Section 9: NE1/4;
Section 10: W1/2NE1/4; NE1/4NE1/4; W1/2;

H

TOWNSHIP 24 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 22: W1/2NE1/4; S1/2NW1/4; N1/2SW1/4;
Section 27: S1/2SW1/4;
Section 34: E1/2W1/2; W1/2SE1/4.

EXCEPTING AND RESERVING THEREFROM all minerals, oil, gas, geothermal, and other hydrocarbon rights together with access to T. Milton Thompson for life, then the remainder shall revert back to the Owner of Record.

TOGETHER WITH all of Grantor's water rights and privileges of any legal nature and kind appurtenant or related to the above-described property, whether surface (spring, creek, river) or underground, ditch rights, wells,

canals, pumps, ditch pipes, pipelines and related appropriation and conveyance facilities, and all water right applications, permits and/or certificates, vested or claimed rights, decreed or non-decreed rights, appurtenant or not appurtenant to the above-described property, adjudicated or non-adjudicated, whether held in the name of Grantor or by title subsequently obtained, including but not limited to Permit Nos. 1820, 2441, 6914, 7982, 7983, 7984, 8000, 13726, 13727 and Vested Claims V01114, V01115, V01319, V01521, V02845, V02846 and V02847.

TOGETHER WITH all easement rights, development rights and air rights.

SUBJECT TO all taxes and other assessments, including agricultural use property tax under the so-called "Greenbelt" agricultural property tax law of Nevada, reservations, exceptions, and all easements, rights of way, liens, contracts, leases, surveys, covenants, conditions and restrictions, as may appear of record.

TOGETHER WITH all buildings and improvements thereon.

TOGETHER WITH the tenements, hereditaments, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.


TO HAVE AND TO HOLD the described premises to the Grantee, and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has signed this Deed this 31 day of April, 2008.

T. Milton Thompson
T. MILTON THOMPSON

STATE OF NEVADA)
COUNTY OF Elko) : SS.

This instrument was acknowledged before me on April 30, 2008, by T. MILTON THOMPSON.

 PAMELA J. AGUIRRE
NOTARY PUBLIC - STATE OF NEVADA
Elko County - Nevada
CERTIFICATE # 99-58153-6
APPT. EXP. OCTOBER 28, 2011

Pamela J. Aguirre
NOTARY PUBLIC



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 006-380-01/006-360-03/007-
 a) 070-
 b) _____
 c) _____
 d) _____

FOR RECORDER'S OPTIONAL USE ONLY	
Document/Instrument No.	_____
Book	_____ Page _____
Date of Recording:	_____
Notes:	_____

2. Type of Property
- | | |
|---|---|
| a) <input type="checkbox"/> Vacant Land | b) <input type="checkbox"/> Single Family Residence |
| c) <input type="checkbox"/> Condo/Twnhse | d) <input type="checkbox"/> 2-4 Plex |
| e) <input type="checkbox"/> Apartment Bldg. | f) <input type="checkbox"/> Commercial/Industrial |
| g) <input checked="" type="checkbox"/> Agricultural | h) <input type="checkbox"/> Mobile Home |
| i) <input type="checkbox"/> Other _____ | |

3. Total Value/Sales Price of Property \$615,000.00
 Deed in Lieu of Foreclosure Only (Value of Property) (_____)
 Transfer Tax Value \$615,000.00
 Real Property Transfer Tax Due: \$2,398.50

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110 that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: T. Milton Thompson Capacity: Grantor

Signature: _____ Capacity: Manager
Cedar Ranches, LLC

SELLER (GRANTOR) INFORMATION

Print Name: T. Milton Thompson
Address: 295 Skyline Drive
City/State/Zip Elko, NV 89801

BUYER (GRANTEE) INFORMATION

Print Name: Cedar Ranches, LLC
Address: 511 Robins Street
City/State/Zip Eureka, NV 89316

COMPANY/PERSON REQUESTING RECORDING (required if not the Seller or Buyer)

Company Name: Stewart Title of Nevada - Northeastern Division Escrow No 1004635-21
Address: 810 Idaho Street
City Elko State: NV Zip 89801

EXHIBIT 152

APN 6-350-01
6-230-02
6-350-03

When Recorded Mail to:
GERBER LAW OFFICES, LLP
491 4th Street
Elko, Nevada 89801

This document was recorded by Stewart Title of Northeast Nevada for an accommodation only. It has not been examined as to its execution or as to its effects upon the title.



NOTICE OF and FIRST RIGHT OF REFUSAL TO PURCHASE REAL PROPERTY

FOR VALUABLE CONSIDERATION RECEIVED, T. MILTON THOMPSON, whose address is 295 Skyline Drive, Elko, Nevada 89801, herein referred to as "FIRST PARTY," and CEDAR RANCHES, LLC, a Nevada limited liability company, whose address is P.O. Box 942, Eureka, Nevada 89316-0942, herein referred to as "SECOND PARTY," mutually recite and agree as follows:

RECITALS

A. FIRST PARTY is the owner of the following described real property located in Eureka County, Nevada ("the property"):

PARCEL 1 (APN 6-350-01):
Section 4, Lots 1 and 2; SW1/4SE1/4; SE1/4SW1/4, T24N, R54E, MDB&M.

PARCEL 2 (APN 6-230-02):
Section 26, W1/2NW1/4, T25N, R54E, MDB&M.
Section 27, E1/2NE1/4, T25N, R54E, MDB&M.

PARCEL 3 (APN 6-350-03):
Section 9, S1/2NE1/4; N1/2SE1/4, T24N, R54E, MDB&M.

B. In the event FIRST PARTY should desire to sell or transfer the said property, or any portion of the said property, to any third party, the SECOND PARTY desires the first right to acquire the said property on the same terms and conditions that the FIRST PARTY is willing to sell or transfer the said property to such third party, hereafter referred to as the "right of first refusal".

RIGHT OF FIRST REFUSAL TO SECOND PARTY

The FIRST PARTY does hereby grant to SECOND PARTY the right of first refusal to purchase the above-described property of FIRST PARTY, or any portion of said property that is offered for sale or transfer, on the same terms that FIRST PARTY is willing to sell or transfer the property to any third party on the following terms and conditions:

A. FIRST PARTY shall first give SECOND PARTY written notice of FIRST PARTY's offer to a third party or the bona fide offer received from a third party acceptable to FIRST PARTY, which written notice shall be by certified or registered mail, postage prepaid, addressed to SECOND PARTY, or personal service delivery, together with a copy of the terms and conditions of the proposed contract, offer or agreement upon which FIRST PARTY is willing to sell or transfer the above-described property or any portion thereof. SECOND PARTY may also sign and date a written receipt or acceptance of such notice and copy in lieu of any form of notice mentioned above.

B. SECOND PARTY shall have thirty (30) days from the postmark, personal service delivery or receipt date of any such notice described in Paragraph A above, within which to accept and exercise such right of first refusal to so purchase or acquire the said property, provided such acceptance and exercise is in writing by any manner or form of notice described in Paragraph A above. In the event that FIRST PARTY has offered to sell or has accepted an offer to sell less than all of the above-described property to a third party, SECOND PARTY must purchase all of the property offered for sale on the same terms and conditions upon which FIRST PARTY is willing to sell or transfer the property. Failure to timely and properly accept and exercise this right shall be deemed a refusal to exercise such right, whereupon such right of first refusal is deemed automatically expired and terminated.

C. Upon timely exercise of the right to purchase and acquire FIRST PARTY's property, the FIRST PARTY and SECOND PARTY shall diligently proceed to close the sale or transfer utilizing a licensed title company in Nevada. However, in any case, despite any terms to the contrary, SECOND PARTY shall have no less than sixty (60) days to close the sale from the date of notice given pursuant to Paragraph A above.

D. This right of first refusal is personal only to CEDAR RANCHES, LLC. SECOND PARTY shall have no right to assign or transfer this right of first refusal to any person, persons, entities, trust, estates, personal representatives, heirs or beneficiaries of SECOND PARTY or either of them, and any such assignment or transfer shall be deemed void and this right of first refusal shall be deemed automatically terminated and cancelled without further claim, right, force or effect.

E. Duration of right: This right of first refusal shall automatically terminate and expire upon the happening of any of the following events:

- 1) The failure of SECOND PARTY, after notice duly served, to timely exercise the right of first refusal; or
- 2) The failure of SECOND PARTY, after proper and timely written acceptance to exercise the right of first refusal, to timely close the sale on the same terms and conditions offered, or within sixty (60) days from the date of FIRST PARTY's notice, whichever is later; or
- 3) The assignment or transfer of this right of first refusal by SECOND PARTY as described in Paragraph D above; or
- 4) The recordation of a document executed by SECOND PARTY releasing or waiving this right of first refusal; or
- 5) The recordation of any document, made under oath, by FIRST PARTY that

any of these said events of expiration or termination of the right of first refusal described herein has or have occurred and attaching thereto any written evidence that the right of first refusal has so expired or terminated.

3. **RECORDING NOTICE OF RIGHT OF FIRST REFUSAL:** This document shall be recorded as notice of this right of first refusal to SECOND PARTY.

IN WITNESS WHEREOF the undersigned parties have executed the foregoing instrument as of the 30 day of April, 2008.

FIRST PARTY:
T. MILTON THOMPSON

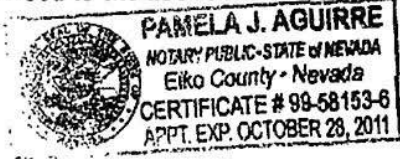
SECOND PARTY:
CEDAR RANCHES, LLC

T. Milton Thompson
T. MILTON THOMPSON

Alan K. Chamberlain
ALAN K. CHAMBERLAIN, Manager

STATE OF NEVADA)
)
COUNTY OF Elko)

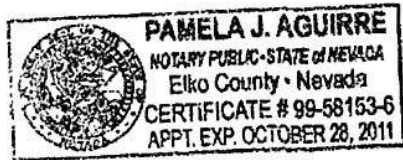
On April 30, 2008, personally appeared before me, a Notary Public, T. MILTON THOMPSON, known to me (or proved) to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the instrument.



Pamela J. Aguirre
NOTARY PUBLIC.

STATE OF NEVADA)
)
COUNTY OF _____)

On _____, 2008, personally appeared before me, a Notary Public, ALAN K. CHAMBERLAIN, Manager of CEDAR RANCHES, LLC, known to me (or proved) to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the instrument.



Alan K. Chamberlain
NOTARY PUBLIC

57274

AFFIDAVIT TERMINATING JOINT TENANCY

STATE OF NEVADA,)
) SS
COUNTY OF EUREKA.)

OLIVE M. THOMPSON, being first duly sworn, deposes
and says:

That Affiant was one of the Grantees in that certain
Deed dated April 17, 1946 wherein OLIVE M. THOMPSON and THEODORE M.
THOMPSON, were the Grantees, as joint tenants with right of survivor-
ship and not as tenants in common, conveying those certain lots,
pieces or parcels of land situate in the County of Eureka, State of
Nevada described in said Deed, recorded June 9, 1947, in Liber 23 of
Deeds Page 163 Records of Eureka County, Nevada.

That the said THEODORE M. THOMPSON died in Elko,
Nevada on March 23, 1973, and is the identical person
named as Theodore Milton Thompson in that Certified Copy of the
Certificate of Death marked as Exhibit A and attached hereto; that
said Certified Copy of the Certificate of Death is hereby referred to
and by such reference is incorporated into this paragraph as though
herein fully set forth.

Olive M. Thompson
OLIVE M. THOMPSON

Subscribed and sworn to before me
this 20th day of April, 1973.

[Signature]

CLERK OF DISTRICT JUDICIAL COURT



LAW OFFICES
EVANS & BILYEU
PROFESSIONAL CENTER
ELKO, NEVADA 89601

BOOK 45 PAGE 300

EXHIBIT 153

DOC # 0211896

05/29/2008 12:41 PM

Official Record

Recording requested by
STEWART TITLE

Eureka County - NV
Mike Rebaleati - Recorder

Fee: \$16.00 Page 1 of 3
RPTT: Recorded By: FS
Book- 0473 Page- 0127

A.P.N. 007-070-01 (006-360-03 & 006-360-01)

ESCROW NO. 1004635

RECORDING REQUESTED BY:
Stewart Title of Nevada

WHEN RECORDED MAIL TO:

Stewart Title of Nevada
810 Idaho Street
Elko NV 89801



1004635

Position 5

Form FSA-NV 1951-4
(Rev. 12/99)

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency

FULL RECONVEYANCE

WHEREAS, the undersigned, Farm Loan Specialist of the Farm Service Agency for the State of Nevada (7USC 1989, 42 USC 1980, 42 USC 2942: 7 CFR 1900.2) and its successor agencies is now Trustee under the Deed(s) of Trust executed by THEODORE M. THOMPSON, a single person also known as T. Milton Thompson, a single person as Trustor, dated and recorded in the Official Records of Eureka County, Nevada, as follows:

<u>Date of Instrument</u>	<u>Date Recorded</u>	<u>Book Number</u>	<u>Page Number</u>	<u>Document Number</u>
June 14, 1977	June 14, 1977	59	175	63057

WHEREAS, the undersigned has been duly and legally requested to reconvey the estate now held by Trustee under said Deed(s) of Trust in and to the real property hereinafter described:

See attached "EXHIBIT A" LEGAL DESCRIPTION.

NOW THEREFORE, the undersigned does hereby reconvey, but without warranty, to the person or persons legally entitled, thereto, the estate of Trustee in all of the lands described in said Deed(s) of Trust, reference being hereby made to said Deed(s) of Trust and the record thereof for a particular description of said real property,

DATED: Apr. 17, 2008

MARK R. WILLIAMS
Farm loan Specialist
Farm Service Agency for the State of Nevada,
successor in interest to the Farmers Home
Administration, Trustee

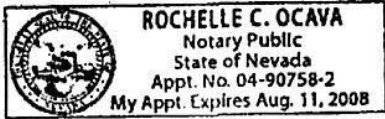
State of Nevada)

County of WASHOE)

On this the 4TH day of APRIL 2008, before me,

ROCHELLE C. OCAVA (Date) (Month and Year), a Notary Public in and for said State, personally appeared MARK E. WILLIAMS Farm Loan Speiclist for the Farm Service Agency for the State of Nevada, personally know (or proved) to me to be the person whose name is subscribed to this instrument as Trustec, and acknowledge that he executed it as Trustee.

Rochelle C. Ocala
Notary Public



(Seal)

Exhibit "A"

LEGAL DESCRIPTION

TOWNSHIP 23 NORTH, RANGE 54 EAST, MDB&M.

Section 3: SW1/4NE1/4; Lot 4; S1/2NW1/4; S1/2
Section 4: Lot 1, 2, and 3, S1/2N1/2; S1/2
Section 9: NE1/4
Section 10: N1/2NE1/4; SW1/4NE1/4; W1/2

TOWNSHIP 24 NORTH, RANGE 54 EAST, MDB& M.

Section 4: Lot 2 and 3, SW1/4NE1/4; SE1/4NW1/4
Section 9: S1/2 NE1/4; N1/2SE1/4
Section 10: SW1/4SW1/4
Section 22: W1/2NE1/4; S1/2NW1/4; N1/2SW1/4
Section 27: S1/2SW1/4
Section 34: E1/2NW1/4; W1/2SE1/4; E1/2SW1/4

TOWNSHIP 25 NORTH, RANGE 54 EAST, MDB&M.

Section 26: W1/2NW1/4
Section 27: E1/2NE1/4

TOGETHER WITH the rights to water flowing in the following streams: Rock Canyon, Box Springs Canyon, Horse Canyon, Taft Springs, Telegraph Canyon; Unnamed Springs, and Cox Canyon, more fully described in Proofs of Appropriation Numbers 01110, 01111, 01114, 01115, 02845, 02846 and 02847 for the irrigation of 843 acres of the security, filed in the State Engineer's office.

The right to water flowing in Davis Canyon Creek for the irrigation of 75 acres for the security, more fully described under Application Number 2441, Certificate Number 340, issued by State Engineer.

The following stock water rights: Certificate Number 1147, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 4116 and 4117, issued by the State Engineer.

Application to appropriate water number 26794, 27708, 27709 filed in the State Engineer's Office.

EXHIBIT 154

DOC # 0212283

08/22/2008 03:12 PM

Official Record

Recording requested By STEWART TITLE

Eureka County - NV
Mike Rebaleati - Recorder

Fee: \$15.00 Page 1 of 2
RPTT: Recorded By: FS
Book- 0475 Page- 0295

Recording Requested By:
And when recorded return to:
Michael C. Van, Esq.
8985 S. Eastern Avenue, Suite 160
Las Vegas, Nevada 89123



1010530 21

Space above this line for Recorder's Use

DEED OF FULL RECONVEYANCE

Michael C. Van, Esq., the Trustee under the Deed of Trust dated April 21, 2008, made and executed by CEDAR RANCHES, LLC, a Nevada limited liability company, as Trustor(s), and recorded as Document No. 0211801 on May 1, 2008, in Book 0472 at page 0149, of the Official records in the office of the Recorder of Eureka County, State of Nevada, having received from the beneficiary under said Deed of Trust a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to the Trustee for cancellation, do hereby reconvey, without warranty, to the person or persons legally entitled thereto all right, title and interest heretofore acquired and now held by said Trustee under said Deed of Trust, in the real property described in the attached Exhibit A, situated in the County of Eureka, State of Nevada.

TRUSTEE:
Michael C. Van, Esq.

Signature: Michael C. Van

STATE OF Nevada }
COUNTY OF Clark }

On the 7th day of August in the year 2008 before me, the undersigned, personally appeared Michael C. Van, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signatures on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of Nevada, County of Clark.

Hillary Enloe
Notary Public

My commission expires: June 2, 2010

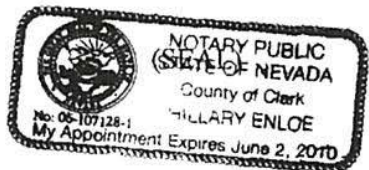


EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION: TOWNSHIP 23 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 3: SW1/4NE1/4; Lot 4; S1/2NW1/4; S1/2;
 Section 4: Lots 1, 2 and 3, S1/2N1/2; S1/2;
 Section 9: NE1/4;
 Section 10: N1/2NE1/4; SW1/4NE1/4; W1/2;

TOWNSHIP 24 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 22: W1/2NE1/4; S1/2NW1/4; N1/2SW1/4;
 Section 27: S1/2SW1/4;
 Section 34: E1/2NW1/4; W1/2SE1/4; E1/2SW1/4;

TAX ID NO.: ASSESSOR PARCEL NOS. : 007-070-01, 006-360-03, 006-360-01
 MASTER APN: 007-070-01

WATER RIGHTS

Basin	App	Cert	File Date	Status	Source	POD	POD	POD	POD	POD	Div	Type	Ann Duty	Units
47	1820	51	9/14/1910	CER	SPG	NW	NW	31	24N	55E	0.01	STK	3.53	AFA
153	6914	1147	6/13/1923	CER	SPR	SW	SW	1	23N	54E	0.025	STK	17.92238	AFS
153	V01114		7/6/1912	VST	SPR	SW	SW	11	23N	54E	0	IRR	4	AFA
153	V01115		7/6/1912	VST	SPR	NE	SE	3	23N	54E	3.12	IRR	4	AFA
153	V01319		7/16/1914	VST	SPR	SE	NW	31	24N	55E	0.025	STK		
153	V01521		11/1/1917	VST	SPR	NE	SW	13	23N	54E	0.025	STK	2.52	AFS
153	V02845		12/9/1974	VST	STR	NW	NW	2	23N	54E	0	IRR		
153	V02846		12/9/1974	VST	SPR	NW	SE	34	24N	54E	0	IRR		
153	V02847		12/9/1974	VST	STR	SW	NE	34	24N	54E	0	IRR		
153	13726	4116	5/18/1951	CER	UG	SW	SW	28	25N	54E	0.009	STK	6.51	AFA
153	13727	4117	5/18/1951	CER	UG	NW	SE	9	25N	54E	0.012	STK	8.68	AFA
153	7982	1885	1/19/2027	CER	SPR	NE	SE	11	25N	54E	0.013	STK	5.55	AFS
153	7983	1886	1/19/2027	CER	SPR	NW	SW	12	25N	54E	0.013	STK	5.55	AFS
153	7984	1887	1/19/2027	CER	SPR	NE	SW	12	25N	54E	0.013	STK	5.55	AFS
153	8000	1888	2/7/2027	CER	SPR	NE	SW	12	25N	54E	0.013	STK	5.55	AFS

EXHIBIT 155

DOC # 0213243

04/20/2009

01:45 PM

Official Record

Recording requested By
MICHAEL C VAN

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$18.00

Page 1 of 5

RPTT.

Recorded By: FES

Book- 0486 Page- 0341

Tax Parcel Nos.: 007-070-01, 006-360-03, 006-360-01
MASTER APN: 007-070-01
INCLUDING ALL WATER RIGHTS &
GRAZING RIGHTS ASSOCIATED THEREWITH.

WHEN RECORDED RETURN TO:

MICHAEL C. VAN, ESQ.
SHUMWAY VAN LAW, CHTD.
8985 S. Eastern Avenue, Suite 160
Las Vegas, NV 89123
Telephone: (702) 478-7770
Facsimile: (702) 478-7779



0213243

Space above for County Recorder's Use

NOTICE OF DEFAULT AND ELECTION TO SELL

NOTICE IS HEREBY GIVEN of the default of that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing ("Deed of Trust"), together with the indebtedness secured thereby, which is dated August 5, 2008 and granted by CEDAR RANCHES, LLC, as trustor ("Trustor"), with MICHAEL C. VAN, ESQ., of the law firm of Shumway - Van Law, Chtd., whose address is 8985 S. Eastern Avenue, Suite 160, Las Vegas, Nevada 89123, as successor trustee ("Successor Trustee"), and those certain individuals/entities listed on the attached Exhibit "A", which is incorporated herein by this reference, by and through their servicing agent, PRIVATE CAPITAL GROUP, INC., a Utah corporation (collectively, the "Beneficiary"). The Deed of Trust was recorded on August 22, 2008, as Entry No. 0212284, in the Official Records of the County Recorder of Eureka County, State of Nevada. The property subject to the Deed of Trust is situated in Eureka County, and is more particularly described on the attached Exhibit "B", which is incorporated herein by this reference ("Trust Property").

FURTHER NOTICE IS HEREBY GIVEN that a breach of that certain Secured Promissory Note, dated August 5, 2008, ("Note"), between Trustor and Beneficiary, the obligation for which the Trust Property was given as security has occurred. The Beneficiary has elected to have Successor Trustee sell or cause the Trust Property to be sold to satisfy the obligations secured by the Deed of Trust, including, but not limited to, appropriate fees, charges, and expenses incurred by the Trustee, advances, if any, under the terms of the Deed of Trust, interest thereon, and the unpaid principal, accrued interest, late fees and charges, and attorneys fees and costs of the Note secured by the Deed of Trust.

The nature of such default and breach of the obligation secured by the Deed of Trust is the failure of the Trustor to pay amounts to Beneficiary when due as provided for in the Note and Deed of Trust. The Note and the principal sum of FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00), together with any and all accrued interest, late fees and charges, and all costs and fees including attorneys' fees have been declared to be due and

payable, subject to any rights the Trustor may have to cure the delinquency as provided by Nevada law.

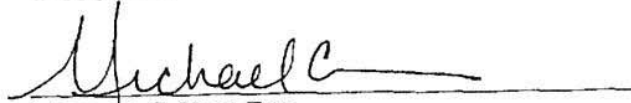
The purpose of this Notice is to collect a debt and any information obtained may be used for that purpose. Trustor is also notified of the following pursuant to the Fair Debt Collection Practices Act:

Unless you notify the Beneficiary or the Trustee, within thirty (30) calendar days after receiving this Notice, that you dispute the above-described debt or any portion thereof, we will presume that the debt is valid. If you dispute the debt in writing within thirty (30) calendar days from receiving this Notice, we will obtain verification of the debt and a copy of such verification will be mailed to you. Also, if you make a request to the Beneficiary or the Trustee in writing within thirty (30) calendar days after receiving this Notice, we will provide you with the name and address of the original creditor, if different from the current creditor.

You are further notified that during the 30-day period described above, this foreclosure proceeding will continue, except as provided by Nevada law.

DATED this 16 day of April, 2009

TRUSTEE:



MICHAEL C. VAN, ESQ.

SHUMWAY VAN LAW, CHTD.

8985 S. Eastern Avenue, Suite 160

Las Vegas, NV 89123

Telephone: (702) 478-7770

Facsimile: (702) 478-7779

Office Hours 8:30 a.m. to 5:00 p.m.



0213243

Book 486 04/20/2009
Page: 342 Page: 2 of 5

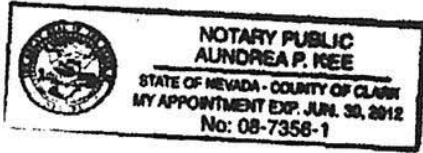
VENT_003438

State of Nevada)

:SS.

County of Clark)

On April 16 2009, before me, Aundrea Kee, a notary public in and for said state, personally appeared MICHAEL C. VAN, ESQ., an active member of the Nevada State Bar residing in Las Vegas, Nevada, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within NOTICE OF DEFAULT AND ELECTION TO SELL and acknowledged to me that he executed the same in his authorized capacity as Successor Trustee under the aforementioned Deed of Trust, and that by his signature on the instrument, he acted and executed the NOTICE OF DEFAULT AND ELECTION TO SELL.



Aundrea Kee

NOTARY PUBLIC

EXHIBIT "A"

LIST OF BENEFICIARIES

- i. Michael & Beth Burke with a zero and fifty-five-million-nine-hundred-forty-seven-thousand-six-hundred-thirty-seven hundred millionths percent (0.55947637) interest;
- ii. Marvin & Pamela Clinch with a zero and ninety--million-nine-hundred-nine-thousand-ninety-one hundred millionths percent (0.90909091) interest;
- iii. Daniel Gerszewski with a zero and ninety-three-million-four-hundred-seventy-three-thousand-ninety-one hundred millionths percent (0.93473091) interest;
- iv. David Burke with a zero and ninety-eight-million-five-hundred-twenty-seven-thousand-ninety-one hundred millionths percent (0.98527091) interest;
- v. Peralta, LLC with a one and eight-million-one-hundred-eighty-one-thousand-eight-hundred-nineteen ten millionths percent (1.81818190) interest;
- vi. Corey & Brenda Enloe with a two and three-million-six-hundred-thirty-six-thousand-three-hundred-sixty-four ten millionths percent (2.36363640) interest;
- vii. Linette Rollins with a two and three-million-six-hundred-thirty-six-thousand-three-hundred-sixty-four ten millionths percent (2.36363640) interest;
- viii. Martin Daniels with a two and eight-million-four-hundred-eighty-four-thousand-eight-hundred-thirty-seven ten millionths percent (2.84848370) interest;
- ix. Gerald C. Cole with a three and six-million-three-hundred-sixty-three-thousand-six-hundred-thirty-seven ten millionths percent (3.63636370) interest;
- x. Tom A. Thomsen with a four and five-million-four-hundred-fifty-four-thousand-five-hundred-forty-six ten millionths percent (4.54545460) interest;
- xi. Brian S. Frederickson with a four and five-million-four-hundred-fifty-four-thousand-five-hundred-forty-six ten millionths percent (4.54545460) interest;
- xii. Cache Private Capital, LLC with a four and nine-hundred-nine-thousand-ninety-one millionths percent (4.90909100) interest;
- xiii. Gerszewski Living Trust, James Gerszewski, Trustee, with a five and nine-million-four-hundred-forty-seven-thousand-six-hundred-fifty-five ten millionths percent (5.94476550) interest;
- xiv. Beyond Expectations, LLC with a nine and nine-hundred-nine-thousand-ninety-one ten millionths percent (9.09090910) interest;
- xv. Equity Trust Company Custodian FBO Maureen G. Mulvaney IRA with a nine and nine-hundred-nine-thousand-ninety-one ten millionths percent (9.09090910) interest;
- xvi. Charles & Margaret F. Cindric with a nine and nine-hundred-nine-thousand-ninety-one ten millionths percent (9.09090910) interest;
- xvii. PJC Ventures, LLC with a nine and nine-hundred-nine-thousand-ninety-one ten millionths percent (9.09090910) interest;
- xviii. Heather Nelson with a nine and nine-hundred-nine-thousand-ninety-one ten millionths percent (9.09090910) interest; and
- xix. R.E.D. Inc with an eighteen and one-hundred-eighty-one-thousand-eight-hundred-nineteen millionths percent (18.18181900) interest.

EXHIBIT "B"

DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION: TOWNSHIP 23 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 3: SW1/4NE1/4; Lot 4; S1/2NW1/4; S1/2;
 Section 4: Lots 1, 2 and 3, S1/2N1/2; S1/2;
 Section 9: NE1/4;
 Section 10: N1/2NE1/4; SW1/4NE1/4; W1/2;

TOWNSHIP 24 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 22: W1/2NE1/4; S1/2NW1/4; N1/2SW1/4;
 Section 27: S1/2SW1/4;
 Section 34: E1/2NW1/4; W1/2SE1/4; E1/2SW1/4;

TAX ID No.:

ASSESSOR PARCEL NOS. : 007-070-01, 006-360-03, 006-360-01
 MASTER APN: 007-070-01

WATER RIGHTS

Basin	App	Cert	File Date	Status	Source	POD	POD	POD	POD	POD	Div	Type	Ann Duty	Units
47	1820	51	9/14/1910	CER	SPG	NW	NW	31	24N	55E	0.01	STK	3.53	AFA
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153	V02846		12/9/1974	VST	SPR	NW	SE	34	24N	54E	0	IRR		
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153	7984	1887	1/19/2027	CER	SPR	NE	SW	12	25N	54E	0.013	STK	5.55	AFS
153	8000	1888	2/7/2027	CER	SPR	NE	SW	12	25N	54E	0.013	STK	5.55	AFS

EXHIBIT 156

DOC # 0213625

07/24/2009 01:23 PM

Official Record

Recording requested By
MT WHEELER POWER

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$16.00

Page 1 of 3

RPTT

Recorded By FES

Book- 0490 Page- 0001



0213625

A.P.N. 006-360-03

GRANT RIGHT-OF-WAY EASEMENT

(By a Partnership, Joint Venture, LLC, Trustee etc...)

KNOWN ALL MEN BY THESE PRESENTS: That CEDAR RANCHES, LLC, the "Grantor", whose address is PO BOX 942, EUREKA NV 89316 for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Mt. Wheeler Power, Inc., a Nevada corporation whose address is P.O. Box 151000, 1600 Great Basin Blvd., Ely, Nevada 89315, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of EUREKA, State of NEVADA, more particularly described as follows:

A strip of land 25' in width and 1,070' in length located in the N1/2 NE1/4 SE1/4 of Sec. 34, T. 24 N., R. 54 E., M.D.B.&M. See Attachment "A"

The said lines of said easement shall be lengthened or shortened so as to terminate @ end-lines, in addition, such area as is necessary to properly install guys and anchors for line angle and dead end structures located upon said right-of-way.

and to locate, establish grade, construct, reconstruct, rephase, repair, operate and maintain above, under, over, across, or on the above described lands and/or in, above, over across, under or upon all streets, roads or highways abutting said lands, an electric transmission and/or distribution line or system to use, or to license, permit, or otherwise agree to the use or occupancy of the line or system by other parties for electrification or telephone or communication purpose; to cut, trim and control the growth by machinery or otherwise of trees and shrubbery located within 12.5 feet on each side of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system; and the right of ingress to and egress from said easement over and across the Grantor's lands by means of roads or lanes thereon, if such exist, otherwise by such route or routes as cause the least practicable damage and inconvenience to Grantor.

The Grantor agrees that all poles, wires, cables, conduits, crossarms, conductors, ducts, manholes, transformers, fixtures, and other appurtenances, installed above, over, under, across or on the above described lands at Mt. Wheeler Power, Inc. expense shall remain the property of Mt. Wheeler Power, Inc., upon termination of this Grant Right-of-Way Easement.

IN WITNESS WHEREOF, the Grantor has executed this Easement.

GRANTOR:

Alan Chamberlain
Name of Partnership, Joint Venture etc...

CEDAR RANCHES LLC
Signature

UTILITY:

Jesse Murdock
Mr. Wheeler Power Representative

Utility Manager
Title

Work Order No. 408384

STATE OF NEVADA
COUNTY OF EUREKA

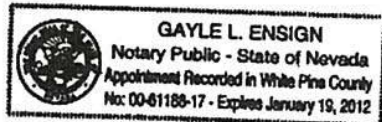
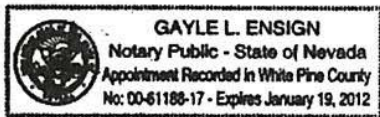
STATE OF NEVADA
COUNTY OF WHITE PINE

This instrument was acknowledged before me
on 7-15, 2009, by ALAN CHAMBERLAIN

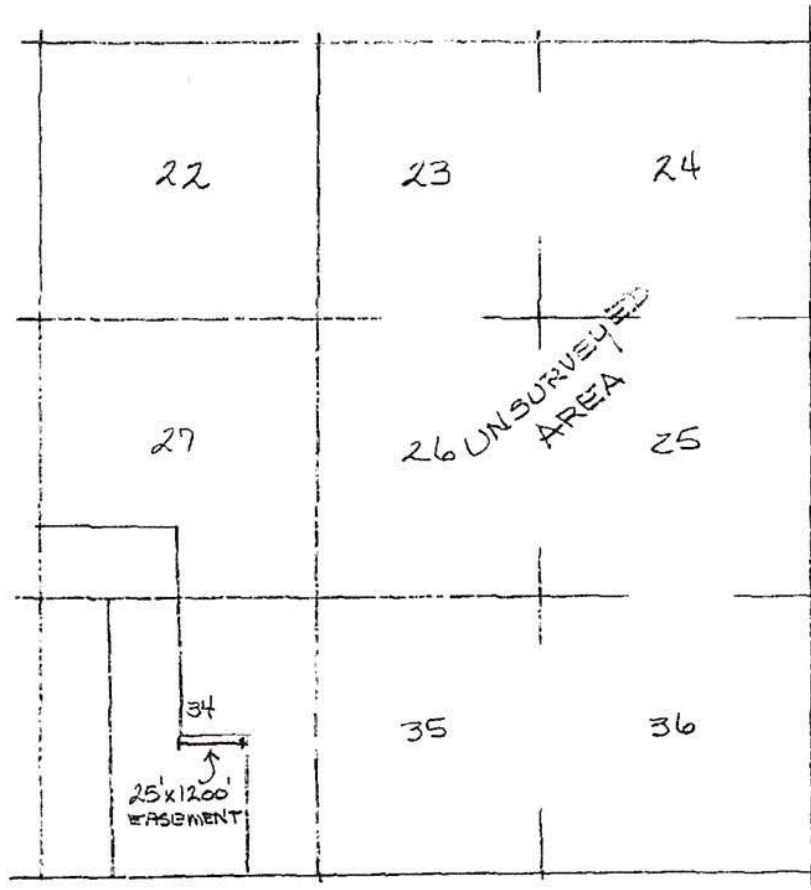
This instrument was acknowledged before me
on 7-16, 2009, by JESSE MURDOCK

Gayle L. Ensign
Notary Public

Gayle L. Ensign
Notary Public



ATTACHMENT 'A'



T. 24 N., R. 54 E.



0213625

Book 490 07/24/2009
Page 3 Page 3 of 3

EXHIBIT 157

MAIL TAX STATEMENTS TO
WHEN RECORDED RETURN TO:

c/o Private Capital Group, Inc.
160 West Canyon Crest Rd.
Alpine, Utah 84004
001-070-01
000-300-03
000-300-01



0215431

WARRANTY DEED

For good consideration, CEDAR RANCHES, LLC, a Nevada limited liability company ("Grantor"), hereby bargains, deeds and conveys to the individuals/entities indicated in the attached Exhibit A, c/o Private Capital Group, Inc., a Utah corporation ("Grantees"), that certain land described in the attached Exhibit B, in Eureka County, Nevada, free and clear with WARRANTY COVENANTS.

Grantor, for itself and its heirs, hereby covenants with Grantees, their heirs, and assigns, that Grantor is lawfully seized in fee simple of the above-described premises; that it has a good right to convey; that the premises are free from all encumbrances; that Grantor and its heirs, and all persons acquiring any interest in the property granted, through or for Grantor, will, on demand of Grantees, or their heirs or assigns, and at the expense of Grantor, its heirs or assigns, execute any instrument necessary for the further assurance of the title to the premises that may be reasonably required; and that Grantor and its heirs will forever warrant and defend all of the property so granted to Grantees, their principals, agents, successors and assigns, against every person lawfully claiming the same or any part thereof.

WITNESS the hands and seal of said Grantors this 1 day of July, 2010.

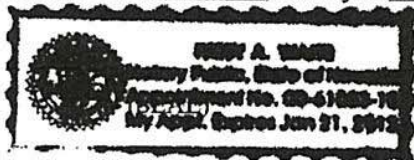
Grantor:
CEDAR RANCHES, LLC,
a Nevada limited liability company

Signature: _____
By: Alan K. Chamberlain, its Manager

ACKNOWLEDGEMENT

STATE OF NEVADA }
COUNTY OF LANDER }

On the 01 day of July in the year 2010 before me, the undersigned, personally appeared Alan K. Chamberlain, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signatures on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of NEVADA, County of LANDER.



Notary Public

My commission expires: 1/21/2012

EXHIBIT "A"

LIST OF BENEFICIARIES

- i. Michael & Beth Burke with a zero and fifty-five-million-nine-hundred-forty-seven-thousand-six-hundred-thirty-seven hundred millionths percent (0.55947637) interest;
- ii. Marvin & Pamela Clinch with a zero and ninety--million-nine-hundred-nine-thousand-ninety-one hundred millionths percent (0.90909091) interest;
- iii. Daniel Gerszewski with a zero and ninety-three-million-four-hundred-seventy-three-thousand-ninety-one hundred millionths percent (0.93473091) interest;
- iv. David Burke with a zero and ninety-eight-million-five-hundred-twenty-seven-thousand-ninety-one hundred millionths percent (0.98527091) interest;
- v. Peralta, LLC with a one and eight-million-one-hundred-eighty-one-thousand-eight-hundred-nineteen ten millionths percent (1.81818190) interest;
- vi. Corey & Brenda Enloe with a two and three-million-six-hundred-thirty-six-thousand-three-hundred-sixty-four ten millionths percent (2.36363640) interest;
- vii. Linette Rollins with a two and three-million-six-hundred-thirty-six-thousand-three-hundred-sixty-four ten millionths percent (2.36363640) interest;
- viii. Martin Daniels with a two and eight-million-four-hundred-eighty-four-thousand-eight-hundred-thirty-seven ten millionths percent (2.84848370) interest;
- ix. Gerald C. Cole with a three and six-million-three-hundred-sixty-three-thousand-six-hundred-thirty-seven ten millionths percent (3.63636370) interest;
- x. Tom A. Thomsen with a four and five-million-four-hundred-fifty-four-thousand-five-hundred-forty-six ten millionths percent (4.54545460) interest;
- xi. Brian S. Frederickson with a four and five-million-four-hundred-fifty-four-thousand-five-hundred-forty-six ten millionths percent (4.54545460) interest;
- xii. Cache Private Capital, LLC with a four and nine-hundred-nine-thousand-ninety-one millionths percent (4.90909100) interest;
- xiii. Gerszewski Living Trust, James Gerszewski, Trustee, with a five and nine-million-four-hundred-forty-seven-thousand-six-hundred-fifty-five ten millionths percent (5.94476550) interest;
- xiv. Beyond Expectations, LLC with a nine and nine-hundred-nine-thousand-ninety-one ten millionths percent (9.09090910) interest;
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- xvi. Charles & Margaret F. Cindric with a nine and nine-hundred-nine-thousand-ninety-one ten millionths percent (9.09090910) interest;
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- xviii. Heather Nelson with a nine and nine-hundred-nine-thousand-ninety-one ten millionths percent (9.09090910) interest; and
- xix. R.E.D. Inc with an eighteen and one-hundred-eighty-one-thousand-eight-hundred-nineteen millionths percent (18.18181900) interest.



0215431

Book 503
Page 20

08/30/2010
Page 2 of 3

EXHIBIT "B"

DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION: TOWNSHIP 23 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 3: SW1/4NE1/4; Lot 4; S1/2NW1/4; S1/2;
Section 4: Lots 1, 2 and 3, S1/2N1/2; S1/2;
Section 9: NE1/4;
Section 10: N1/2NE1/4; SW1/4NE1/4; W1/2;

TOWNSHIP 24 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 22: W1/2NE1/4; S1/2NW1/4; N1/2SW1/4;
Section 27: S1/2SW1/4;
Section 34: E1/2NW1/4; W1/2SE1/4; E1/2SW1/4;

TAX ID No.:

ASSESSOR PARCEL NOS. : 007-070-01, 006-360-03, 006-360-01
MASTER APN: 007-070-01

WATER RIGHTS

Basin	App	Cert	File Date	Status	Source	POD	POD	POD	POD	POD	Div	Type	Ann Dury	Units
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0215431 Book 503 08/30/2010
Page: 21 Page 3 of 3

State of Nevada
Declaration of Value

FOR
Docur
Book:
Date o
Notes:
Recording requested By
PRIVATE CAPITAL GROUP
Eureka County - NV
Mike Rebaleati - Recorder
Page 1 of 1 Fee: \$41.00
Recorded By: FES RPTT:
Book - 503 Page - 0019

- 1. Assessor Parcel Number(s)
a) 007-070-01
b) 006-360-03
c) 006-360-01
d)

- 2. Type of Property:
a) Vacant Land b) Single Fam. Res.
c) Condo/Twnhse d) 2-4 Plex
e) Apt. Bldg. f) Comm'l/Ind'l
g) Agricultural h) Mobile Home
i) Other

3. Total Value/Sales Price of Property: \$ 550,000.-
Deed in Lieu of Foreclosure Only (value of property) \$ 615,000.-
Transfer Tax Value per NRS 375.010, Section 2: \$ -65,000.-
Real Property Transfer Tax Due: \$

- 4. If Exemption Claimed:
a. Transfer Tax Exemption, per NRS 375.090, Section:
b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Capacity Attorney
Signature Capacity

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)
Print Name: Cedar Ranches, LLC
Address: 511 West Robins St
City: Eureka
State: Nevada Zip: 89316

(REQUIRED)
Print Name: See attached Exhibit A to Deed
Address: 6 PKG 160 W. Canyon Crest Rd
City: Alpine
State: Utah Zip: 84004

COMPANY REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Private Capital Group Escrow #
Address: 160 W. Canyon Crest Road
City: Alpine State: UT Zip: 84004

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

EXHIBIT 158

Assessor Parcel Nos.: 007-070-01; 006-360-03;
006-360-01; MASTER APN: 007-070-01

Water Rights: *See exhibit "A"*

WHEN RECORDED RETURN TO:
Thompson Ranch II, LLC
160 West Canyon Crest Rd.
Alpine, Utah 84004
Fax: (801) 216-8889

DOC# 218287

08/03/2011 08:15AM

Official Record

Requested By
CHARGER TITLE

Eureka County - NV
Mike Rebaleati - Recorder

Page: 1 of 23 Fee: \$61.00
Recorded By FS RPTT: \$0.00
Book- 0519 Page- 0071



0218287

(Space above line for Recorder's use)

QUIT CLAIM DEED

FOR \$10.00 AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

- Michael Burke & Beth Burke, *husband and wife*;
- Marvin Clinch & Pamela Clinch, *husband and wife*;
- Daniel Gerszewski, *unmarried*;
- David Burke, *unmarried*;
- Peralta, LLC, *an Arizona limited liability company*;
- Corey Enloe & Brenda Enloe, *husband and wife*;
- Linette Rollins, *unmarried*;
- Martin Daniels & Elizabeth S. Daniels, *husband & wife*;
- Gerald C. Cole & Kathleen J. Cole, *husband and wife*;
- Tom A. Thomsen & Penney Thomsen, *husband and wife*;
- Brian S. Frederickson & Tiffany Frederickson, *husband and wife*;
- Cache Private Capital, LLC, *a Utah limited liability company*;
- Gerszewski Living Trust dated 11/13/2006, James Gerszewski, *Trustee*;
- Twin Peaks Vista LLC, *a Nevada limited liability company*;
- Equity Trust Company Custodian FBO Maureen G. Mulvaney IRA;
- Charles Cindric & Margaret F. Cindric, *husband and wife*;
- PJC Ventures, LLC, *an Oklahoma limited liability company*;
- Heather Hall formerly known as Heather Nelson & Max Cordell Hall, *wife and husband*;
- R.E.D. Inc, *a Utah corporation*;

do hereby remise, release and forever quitclaim to THOMPSON RANCH II, LLC, a Utah limited liability company, whose address is 160 West Canyon Crest Rd., Alpine, Utah 84004, all that real property situated in the County of Eureka, State of Nevada, described in the attached Exhibit "A".

Dated as of this 14th day of March, 2011.

(Signatures begin on the following pages)

**ACCOMMODATION RECORDING ONLY
CHARGER TITLE INSURANCE AGENCY
ASSUMES NO LIABILITY IN
CONNECTION WITH THE RECORDING
OF THIS DOCUMENT.**

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

Michael Burke, husband

[Signature]

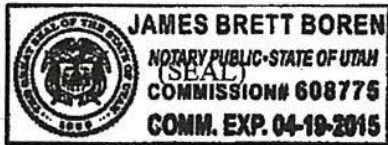
Beth Burke, wife

[Signature]

On behalf of Beth Burke as Attorney in fact
ACKNOWLEDGEMENTS

STATE OF Utah }
COUNTY OF Utah }

On the 26th day of May in the year 2011 before me, the undersigned, personally appeared Michael Burke, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signatures on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of Utah, County of Utah.



[Signature]
Notary Public

My commission expires: 04/19/2015

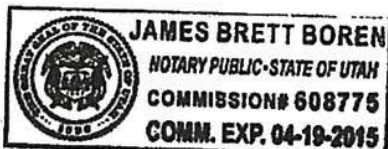
STATE OF Utah }
COUNTY OF Utah }

On the 26th day of May in the year 2011 before me, the undersigned, personally appeared Beth Burke, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signatures on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of Utah, County of Utah.

[Signature]
Notary Public

My commission expires: 04/19/2015

(SEAL)



21
Page 2 of 2

218287

Book: 519 08/03/2011
Page: 72 2 of 23

Marvin Clinch, husband

[Handwritten Signature]

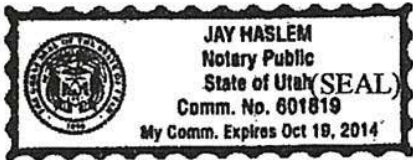
Pamela Clinch, wife

[Handwritten Signature]

ACKNOWLEDGEMENTS

STATE OF UTAH }
COUNTY OF WINTHROP }

On the 17 day of MAY in the year 2011 before me, the undersigned, personally appeared Marvin Clinch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signatures on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of UTAH County of WINTHROP.

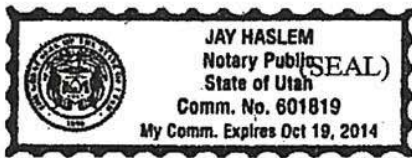


[Handwritten Signature]
Notary Public

My commission expires: 10/19/14

STATE OF UTAH }
COUNTY OF WINTHROP }

On the 17 day of MAY in the year 2011 before me, the undersigned, personally appeared Pamela Clinch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signatures on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of UTAH County of WINTHROP.



[Handwritten Signature]
Notary Public

My commission expires: 10/19/14



Daniel Gerszewski, *unmarried*

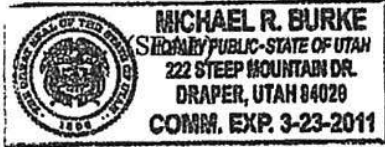
Dan Gerszewski

ACKNOWLEDGEMENT

STATE OF Utah }
COUNTY OF Utah }

On the 18th day of March in the year 2011 before me, the undersigned, personally appeared Daniel Gerszewski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signatures on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of Utah, County of Utah.

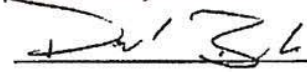
Michael R. Burke
Notary Public



My commission expires: 3-23-2011



David Burke, *unmarried*



ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF Salt Lake }

On the 17 day of May in the year 2011 before me, the undersigned, personally appeared David Burke, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signatures on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of UTAH, County of Salt Lake.

[Signature]
Notary Public

My commission expires: April 18 2012



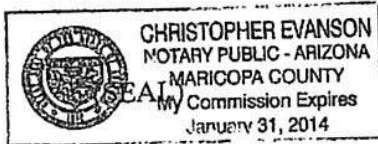
PERALTA, LLC
a Arizona limited liability company

By: [Signature]
Linda Larson, NKA Linda Curry, its Manager

ACKNOWLEDGEMENT

STATE OF Arizona }
COUNTY OF Maricopa }

On the 10 day of May in the year 2011 before me, the undersigned, personally appeared Linda Larson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signatures on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of Arizona, County of Maricopa.



[Signature]
Notary Public

My commission expires: 1/31/2014



EXHIBIT 159

DOC# 218602

09/19/2011 11:10AM

Official Record

Requested By STEWART TITLE ELKO

Eureka County - NV

Mike Rebaleati - Recorder

Page: 1 of 3 Fee: \$41.00

Recorded By FS RPTT: \$0.00

Book- 0521 Page- 0161

When recorded mail to: Shumway Van & Hansen, CHTD. 8985 S. Eastern Ave., Suite 100 Las Vegas, NV 89123



0218602

DEED OF RECONVEYANCE

Michael C. Van, Esq., of the law firm of Shumway Van & Hansen, Chtd., as Trustee under the following described Deed of Trust, pursuant to a written request of Private Capital Group, Inc., a Utah corporation, as servicing agent for the beneficiaries shown on the attached Exhibit "A", does hereby reconvey without warranty, to the person or persons entitled thereto, the trust property now held by him as Trustee pursuant to a Trust Deed dated August 5, 2008, executed by Cedar Ranches, LLC, a Nevada limited liability company, as Trustor, which was recorded on August 22, 2008 as Document No. 0212284, in Book 0475, Page 0297, in the official records of the County Recorder of Eureka County, Nevada. Said Trust Deed encumbers real property situated in Eureka County, State of Nevada, described as follows:

See Attached Exhibit "B"

Dated: Aug 16, 2011

Shumway Van & Hansen, Chtd.

Signature of Michael C. Van

By: Michael C. Van, its authorized agent

STATE OF UTAH))SS COUNTY OF)

On the 16th day of August, 2011, personally appeared before me, Michael C. Van, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signatures on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of Utah, County of Utah.

Signature of Notary Public

Notary Public



EXHIBIT "A"

LIST OF BENEFICIARIES

- i. Michael & Beth Burke with a zero and fifty-five-million-nine-hundred-forty-seven-thousand-six-hundred-thirty-seven hundred millionths percent (0.55947637) interest;
- ii. Marvin & Pamela Clinch with a zero and ninety--million-nine-hundred-nine-thousand-ninety-one hundred millionths percent (0.90909091) interest;
- iii. Daniel Gerszewski with a zero and ninety-three-million-four-hundred-seventy-three-thousand-ninety-one hundred millionths percent (0.93473091) interest;
- iv. David Burke with a zero and ninety-eight-million-five-hundred-twenty-seven-thousand-ninety-one hundred millionths percent (0.98527091) interest;
- v. Peralta, LLC with a one and eight-million-one-hundred-eighty-one-thousand-eight-hundred-nineteen ten millionths percent (1.81818190) interest;
- vi. Corey & Brenda Enloe with a two and three-million-six-hundred-thirty-six-thousand-three-hundred-sixty-four ten millionths percent (2.36363640) interest;
- vii. Linette Rollins with a two and three-million-six-hundred-thirty-six-thousand-three-hundred-sixty-four ten millionths percent (2.36363640) interest;
- viii. Martin Daniels with a two and eight-million-four-hundred-eighty-four-thousand-eight-hundred-thirty-seven ten millionths percent (2.84848370) interest;
- ix. Gerald C. Cole with a three and six-million-three-hundred-sixty-three-thousand-six-hundred-thirty-seven ten millionths percent (3.63636370) interest;
- x. Tom A. Thomsen with a four and five-million-four-hundred-fifty-four-thousand-five-hundred-forty-six ten millionths percent (4.54545460) interest;
- xi. Brian S. Frederickson with a four and five-million-four-hundred-fifty-four-thousand-five-hundred-forty-six ten millionths percent (4.54545460) interest;
- xii. Cache Private Capital, LLC with a four and nine-hundred-nine-thousand-ninety-one millionths percent (4.90909100) interest;
- xiii. Gerszewski Living Trust, James Gerszewski, Trustee, with a five and nine-million-four-hundred-forty-seven-thousand-six-hundred-fifty-five ten millionths percent (5.94476550) interest;
- xiv. Beyond Expectations, LLC with a nine and nine-hundred-nine-thousand-ninety-one ten millionths percent (9.09090910) interest;
- xv. Equity Trust Company Custodian FBO Maureen G. Mulvaney IRA with a nine and nine-hundred-nine-thousand-ninety-one ten millionths percent (9.09090910) interest;
- xvi. Charles & Margaret F. Cindric with a nine and nine-hundred-nine-thousand-ninety-one ten millionths percent (9.09090910) interest;
- xvii. PJC Ventures, LLC with a nine and nine-hundred-nine-thousand-ninety-one ten millionths percent (9.09090910) interest;
- xviii. Heather Nelson with a nine and nine-hundred-nine-thousand-ninety-one ten millionths percent (9.09090910) interest; and
- xix. R.E.D. Inc with an eighteen and one-hundred-eighty-one-thousand-eight-hundred-nineteen millionths percent (18.18181900) interest.



218602

Book: 521 09/19/2011
Page: 162 2 of 3

EXHIBIT "B"

DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION: TOWNSHIP 23 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 3: SW1/4NE1/4; Lot 4; S1/2NW1/4; S1/2;
Section 4: Lots 1, 2 and 3, S1/2N1/2; S1/2;
Section 9: NE1/4;
Section 10: N1/2NE1/4; SW1/4NE1/4; W1/2;

TOWNSHIP 24 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 22: W1/2NE1/4; S1/2NW1/4; N1/2SW1/4;
Section 27: S1/2SW1/4;
Section 34: E1/2NW1/4; W1/2SE1/4; E1/2SW1/4;

TAX ID No.: ASSESSOR PARCEL NOS. : 007-070-01, 006-360-03, 006-360-01
MASTER APN: 007-070-01

WATER RIGHTS

Basin	App	Cert	File Date	Status	Source	POD	POD	POD	POD	POD	Div	Type	Ann Duty	Units
47	1820	51	9/14/1910	CER	SPG	NW	NW	31	24N	55E	0.01	STK	3.53	AFA
153	6914	1147	6/13/1923	CER	SPR	SW	SW	1	23N	54E	0.025	STK	17.92238	AFS
153	V01114		7/6/1912	VST	SPR	SW	SW	11	23N	54E	0	IRR	4	AFA
153	V01115		7/6/1912	VST	SPR	NE	SE	3	23N	54E	3.12	IRR	4	AFA
153	V01319		7/16/1914	VST	SPR	SE	NW	31	24N	55E	0.025	STK		
153	V01521		11/1/1917	VST	SPR	NE	SW	13	23N	54E	0.025	STK	2.52	AFS
153	V02845		12/9/1974	VST	STR	NW	NW	2	23N	54E	0	IRR		
153	V02846		12/9/1974	VST	SPR	NW	SE	34	24N	54E	0	IRR		
153	V02847		12/9/1974	VST	STR	SW	NE	34	24N	54E	0	IRR		
153	13726	4116	5/18/1951	CER	UG	SW	SW	28	25N	54E	0.009	STK	6.51	AFA
153	13727	4117	5/18/1951	CER	UG	NW	SE	9	25N	54E	0.012	STK	8.68	AFA
153	7982	1885	1/19/2027	CER	SPR	NE	SE	11	25N	54E	0.013	STK	5.55	AFS
153	7983	1886	1/19/2027	CER	SPR	NW	SW	12	25N	54E	0.013	STK	5.55	AFS
153	7984	1887	1/19/2027	CER	SPR	NE	SW	12	25N	54E	0.013	STK	5.55	AFS
153	8000	1888	2/7/2027	CER	SPR	NE	SW	12	25N	54E	0.013	STK	5.55	AFS



218602

Book: 521 09/19/2011
Page: 163 3 of 3

EXHIBIT 160

Mail Tax Statements to and
After Recording Mail to:

Grantee

8500 Stewart Highway
Fallon, NV 89416

APN: 007-070-01; 006-360-03
006-360-01

DOC# 218603

09/19/2011

11:10AM

Official Record

Requested By
STEWART TITLE ELKO

Eureka County - NV

Mike Rebaleati - Recorder

Page: 1 of 4 Fee: \$2,552.00

Recorded By FS RPTT: 50.00

Book- 0521 Page- 0164



0218603

1038717-21

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE, made and entered into as of the 16th day of August, 2011, by and between, THOMPSON RANCH II, LLC, a Utah limited liability company, ("Grantor"); and DANIEL S. VENTURACCI, an unmarried man, ("Grantee").

also known as DANIEL STEVEN VENTURACCI

WITNESSETH:

That the Grantor, for good and valuable consideration, to them in hand paid by Grantee, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said Grantee, and his heirs, executors, administrators and assigns, forever, all that certain property situate in the County of Eureka, State of Nevada, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT to all taxes, assessments, reservations, exceptions, and all easements, rights of way, conditions, restrictions and covenants as may now appear of record.

TOGETHER WITH any and all buildings and improvements situate thereon.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER WITH all oil, gas, and geothermal rights owned by the Grantor, if any.

TOGETHER WITH all water and water rights, ditch or ditch rights and other rights to water, of any nature whatsoever, appurtenant to the property, including but not limited to the following:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

The land referred to herein is situated in the State of Nevada, County of Eureka, described as follows:

TOWNSHIP 23 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 3: SW1/4NE1/4; Lot 4; S1/2NW1/4; S1/2;

Section 4: Lots 1, 2 and 3, S1/2N1/2; S1/2;

Section 9: NE1/4;

Section 10: N1/2NE1/4; SW1/4NE1/4; W1/2;

TOWNSHIP 24 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 22: W1/2NE1/4; S1/2NW1/4; N1/2SW1/4;

Section 27: S1/2SW1/4;

Section 34: E1/2NW1/4; W1/2SE1/4; E1/2SW1/4;

Handwritten mark



218603

Book: 521 09/19/2011
Page: 166 3 of 4

EXHIBIT "B"

WATER RIGHTS

Basin	App	Cert	File Date	Status	Source	POD	POD	POD	POD	POD	Div	Type	Ann Duty	Units
47	1820	51	9/14/1910	CER	SPG	NW	NW	31	24N	55E	0.01	STK	3.53	AFB
153	6914	1147	6/13/1923	CER	SPR	SW	SW	1	23N	54E	0.025	STK	17.92238	AFB
153	V01114		7/6/1912	VST	SPR	SW	SW	11	23N	54E	0	IRR	4	AFB
153	V01115		7/6/1912	VST	SPR	NE	SE	3	23N	54E	3.12	IRR	4	AFB
153	V01319		7/16/1914	VST	SPR	SE	NW	31	24N	55E	0.025	STK		
153	V01521		11/1/1917	VST	SPR	NE	SW	13	23N	54E	0.025	STK	2.52	AFB
153	V02845		12/9/1974	VST	STR	NW	NW	2	23N	54E	0	IRR		
153	V02846		12/9/1974	VST	SPR	NW	SE	34	24N	54E	0	IRR		
153	V02847		12/9/1974	VST	STR	SW	NE	34	24N	54E	0	IRR		
153	13726	4116	5/18/1951	CER	UG	SW	SW	28	25N	54E	0.009	STK	6.51	AFB
153	13727	4117	5/18/1951	CER	UG	NW	SE	9	25N	54E	0.012	STK	8.68	AFB
153	7912	1885	1/19/2027	CER	SPR	NE	SE	11	25N	54E	0.013	STK	5.55	AFB
153	7913	1886	1/19/2027	CER	SPR	NW	SW	12	25N	54E	0.013	STK	5.55	AFB
153	7914	1887	1/19/2027	CER	SPR	NE	SW	12	25N	54E	0.013	STK	5.55	AFB
153	8000	1888	2/7/2027	CER	SPR	NE	SW	12	25N	54E	0.013	STK	5.55	AFB



218603

Book: 521 09/19/2011
Page: 167 4 of 4

STATE OF NEVADA
DECLARATION OF VALUE

DOC# DV-218603

09/19/2011 11:10AM

Official Record

Requested By
STEWART TITLE ELKO

Eureka County - NV
Mike Rebaleati - Recorder

Page: 1 of 1 Fee: \$2,552.00
Recorded By FS PRRT: \$0.00

1. Assessor Parcel Number(s)
 - a) 007-070-01
 - b) _____
 - c) _____
 - d) _____

2. Type of Property

a) <input type="checkbox"/> Vacant Land	b) <input type="checkbox"/> Single Family Residence
c) <input type="checkbox"/> Condo/Twnhse	d) <input type="checkbox"/> 2-4 Plex
e) <input type="checkbox"/> Apartment Bldg.	f) <input type="checkbox"/> Commercial/Industrial
g) <input checked="" type="checkbox"/> Agricultural	h) <input type="checkbox"/> Mobile Home
i) <input type="checkbox"/> Other _____	

3. Total Value/Sales Price of Property \$650,000.00
 Deed in Lieu of Foreclosure Only (Value of Property) (_____)
 Transfer Tax Value \$650,000.00
 Real Property Transfer Tax Due: \$2,535.00

4. If Exemption Claimed:
 - a. Transfer Tax Exemption, per NRS 375.090, Section: _____
 - b. Explain Reason for Exemption: _____
5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110 that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____ Capacity: _____
 Thompson Ranch II, LLC

Signature: *Daniel S. Venturacci* Capacity: *Grantor*
 Daniel S. Venturacci

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

Print Name: Thompson Ranch II, LLC
 Address: 160 West Canyon Crest Road
 City/State/Zip Alpine, UT 84004

Print Name: Daniel S. Venturacci
 Address: 8500 Shurz Highway
 City/State/Zip Fallon, NV 89406

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G. Published Historical Record Exhibits

EXHIBIT 161



The Overland Mail

1849 ~ 1869

LeRoy R. Hafen

Foreword by David Dary

**With a Note About the Author by
S. Matthew DeSpain**

THE OVERLAND MAIL

1849–1869

Promoter of Settlement
Precursor of Railroads

by

LE ROY R. HAFEN

Foreword by David Dary

With a Note About the Author by
S. Matthew DeSpain

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1 2 3 4 5 6 7 8 9 10

Lake City. At a meeting of the stockholders of the "C. O. C. & P. P. Ex. Co." on April 26, 1861, the Board of Directors was reorganized by the election of Bela M. Hughes as president.⁴⁵⁰ Preparations were now made for the inauguration of the improved service, and the new president together with the retiring president, Mr. Russell, set out for an inspection of the line. One of the important matters for decision was the question of route to be followed by the daily mail. Ever since the inauguration of mail service to Salt Lake City the contractors had taken the route along the Platte River, by way of its north Fork, and through South Pass. This was the emigrant trail and a good road, but it was not a direct route. Then also, Denver now was to be supplied. This infant metropolis lay two hundred miles to the south of the upper bend of the North Platte and a little south of the meridian of Salt Lake City. If a direct route could be found westward from Denver it would dispense with the necessity of a branch line to that city and at the same time would shorten the distance to Salt Lake City by about two hundred miles. The pioneers of Colorado,⁴⁵¹ as well as the contractors, were naturally very anxious that the daily mail line traverse their newly-formed territory. However, the front range of the Rockies loomed up as a rather formidable wall. Could a gateway be found through it or a practical pass over it? Upon the answer much de-

⁴⁵⁰ *Rocky Mountain News* (Denver), May 8, 1861. The Saint Joseph Gazette says of General Bela M. Hughes: "No better man could be found to preside over the affairs of an enterprise of this magnitude. His enterprise and high character pointed to him as the man for the post. The whole board is well and widely known throughout the West."

⁴⁵¹ Colorado Territory had been organized by Congress on Feb. 28, 1861. It was formed from portions of Kansas, Nebraska, Utah, and New Mexico, and comprised most of the "Territory of Jefferson" projected two years before.

pend. The mail company favored a route via the Cherokee Trail and Bridger's Pass. This would offer a shorter road than the South Pass route, but would still be round about. John S. Jones, one of the directors of the "C. O. C. & P. P. Ex. Co.," was in Denver in April, 1861, and in behalf of his company made a definite proposition to the settlers. The mail company would run its main line via Denver if the citizens there would agree to build the stations from that point to Fort Bridger and would bridge the North Platte and Green rivers. Since there was no road on a more direct line westward his company was not willing to take the risk of opening a road and building stations through unknown country. The *Rocky Mountain News* took the proposition very seriously:

"There are but two alternatives. One to give him [Jones] satisfactory assurances that the stations will be supplied hence by way of the Cherokee Trail; the other to permit the line to remain where it now is. By the former we will receive a daily mail, in 4½ to 5 days from the Missouri River, and in ten days from California, a daily Pony Express each way, the great bulk of the overland travel and trade, and the telegraph line before next winter, and eventually the great Inter-oceanic Railway. By the latter we lose all except perhaps the Railway, and will receive but a tri-weekly mail, a branch telegraph line, provided we give the stock subscription asked by the Telegraph Company. Certainly our business men and property owners cannot long hesitate in making their choice."⁴⁵²

It was explained by this newspaper that there should be hundreds willing to provide mail stations because of the abundance of work that would be offered by the

⁴⁵² *Rocky Mountain News*, April 18, 1861.

mail company. The company would pay the men for keeping the stock, buy all the produce they could raise, and give each station keeper 160 acres of the mail company preemption claim. Little towns would spring up around many of the stations and thus reward the pioneer settler. A bridge across the North Platte and a ferry at Green River would require small outlays and would bring excellent returns in the form of tolls. But the people of Denver and especially those in the mining camps immediately westward were desirous of having the line run up Clear Creek in a more direct course toward Salt Lake City. They refused to believe that no practicable pass existed in this direction.

Interest now centered in an attempt to discover a route over the "Snowy Range." The various towns immediately affected, subscribed men and money for an exploring expedition and the party under Captain E. L. Berthoud assembled at Empire City on the 6th of May. B. M. Hughes and W. H. Russell, arrived in Denver May 6, 1861. Their object was to determine the route for the daily overland mail. Russell, especially, was well and favorably known there. The *Rocky Mountain News* in speaking of his arrival said: "The people of Pike's Peak will extend him a warmer welcome than to any other man who has ever visited us." Toward the end of the month a grand complimentary ball was given him at Golden, where he and the newly-arrived Governor Gilpin shared honors. The stay of President Hughes was rather short, while Russell remained for a month in the region. On May 8th the old scout and guide, James Bridger,⁴³³ arrived

⁴³³ The *Rocky Mountain News* of May 8, 1861, says of him: "This well-known pioneer came to this country forty years ago (1822) with Henry's expedition, and afterwards with Sublette, and was of Weaver's party when

at Denver to assist in laying out the route and stations northwestward over the Cherokee Trail. But the enthusiasm for a more direct route was such that Hughes and Russell directed him, together with Captain Emory and Tim Goodell,⁴³⁴ to join the Berthoud party and seek a practicable route across the range.

The discovery of Berthoud Pass was an important event in the history of Colorado and was at the time hailed as a solution of the route question for the overland mail. The exploring party seeking a pass consisted of nine men, including Captain Berthoud and James Bridger. They followed up Clear Creek to a point two miles east of the last forks of the stream and established "Camp Bridger." On May 11th they climbed the range to the north of camp but were unable to reach the summit. The next day Emory and Bridger turned toward Tarryall in South Park to explore in that direction. Upon this day Captain Berthoud went up the north fork of Clear Creek and upon climbing northward to the summit discovered the pass that now bears his name.⁴³⁵ Several days were spent in making reconnaissances of the range and blazing a pack trail to the new pass. They then descended the western slope

they came on to Salt Lake in that winter, supposing it certainly to be the Gulf of California or the Pacific Ocean. The captain says they found gold everywhere in this country in those days but thought it unworthy of their notice to mine for it as beaver (then worth \$8. per pound) was the best paying gold they wanted to mine for in the creeks and rivers." See J. C. Alter's *James Bridger* for a good account of the old frontiersman's life.

⁴³⁴ Tim Goodell was a well-known mountaineer and guide. He and James Baker had been guides for Capt. Marcy in the difficult winter expedition (1857-58) from Fort Bridger to New Mexico. Goodell was located at the mouth of Thompson's Creek about fifty miles north of Denver in the spring of 1861. — *Rocky Mountain News*, March 20, 1861.

⁴³⁵ One of the principal scenic highways of Colorado now crosses the range at Berthoud Pass. The present road is a beautiful boulevard. The pass has an elevation of 11,330 feet.

made in four and one-half days. "From Salt Lake City to Virginia City, Nevada, 575 miles, the ride was made in seventy-two hours, on which a drive of eight miles was covered in thirty-two minutes. A stretch of seventy-two miles – into Placerville – was made in seven hours including stops."⁶⁴⁸

The winter of 1865-6 was said to be the most severe since that of 1861, but the mail was carried with fair speed and regularity. A letter from Ruby Valley, Nevada, under date of December 29th says that the snow was fifteen inches deep on the level, and from three to fifteen feet where the road crosses the summits.

"Notwithstanding these difficulties the Overland Mail Company's stages arrive and depart with **their** usual regularity, making the trip from Salt Lake City to Virginia in 120 hours; distance six hundred miles. This Company never was in finer condition **for** winter service, having an abundance of **grain for their horses**, as well as hay; plenty of provisions **for their** men, and sleighs and light coaches distributed so well along the route that it is impossible **for** snow or anything else almost to stop them. Unfortunately the Company east of Salt Lake City have lost the continuity, but this is nothing very new **for** them."⁶⁴⁹

The record of December was hardly kept up in January and February, and complaints again arose over the slowing up of the mail. But with the coming of spring, conditions again improved.

MAIL SERVICE IN THE CONFEDERATE STATES

A law passed by Congress February 28, 1861, authorized the Postmaster-general to discontinue the pos-

⁶⁴⁸ Root and Connelley, *op. cit.*, 54.

⁶⁴⁹ Found in the *Alta California*, January 8, 1866.

EXHIBIT 162

STAGECOACH

WELLS FARGO
AND

THE AMERICAN WEST

PHILIP L. FRADKIN

“Both a colorful work of frontier history and a cool-headed corporate biography. . . . Fradkin surveys the history of Wells Fargo in all its sweep.”

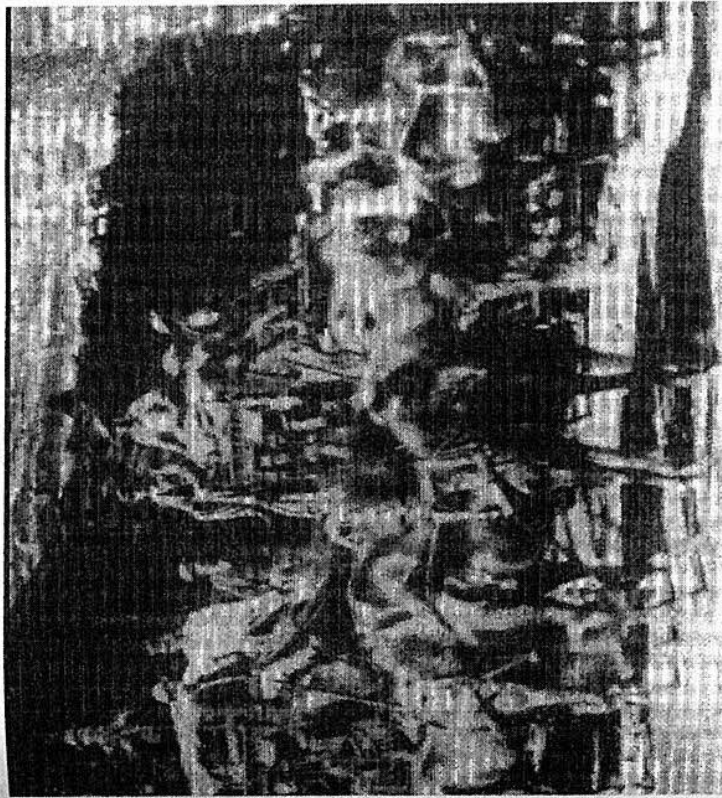
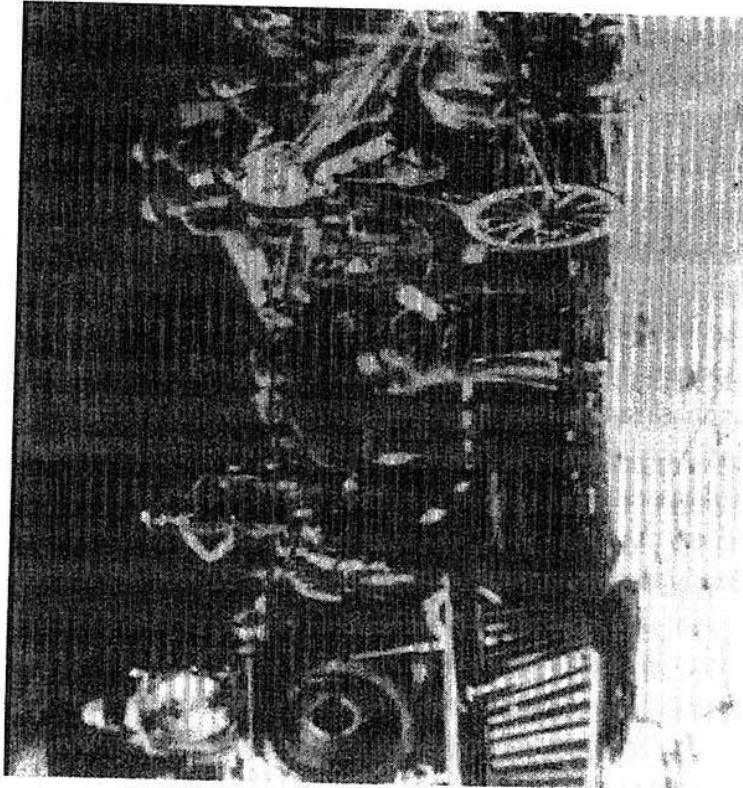
—JONATHAN KIRSCH, *THE LOS ANGELES TIMES BOOK REVIEW*



STAGE

COACH

WELLS FARGO AND THE AMERICAN WEST



PHILIP L. FRADKIN

FOREWORD BY J.S. HOLLIDAY

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BEGINNINGS

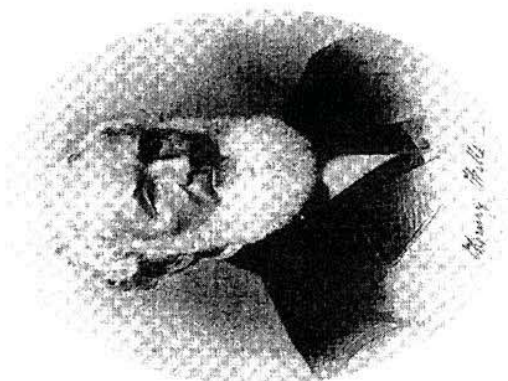
IMAGINE A business that combines the communications aspects of letter mail, e-mail, faxes, and the telephone; the transportation of heavier goods by parcel post and express mail, such private carriers as United Parcel Service and Federal Express, and an armored car service; and the plethora of financial arrangements supplied by modern intrastate, interstate, and international full-service banks. That was an express company in the nineteenth century; there simply is no equivalent today.

Wells Fargo came into the world as the younger sibling of the American Express Company, both having common parents. The two companies exist to this day as totally separate entities—one headquartered in San Francisco and the other in New York City. Wells Fargo's parents were distant overseers. Separation and a measure of maturity occurred at age seventeen.

Almost everything in the American West, meaning what lay beyond the Mississippi River, was strange and new to easterners in the mid-nineteenth century. The lack of rainfall, a vertical landscape of tremendous diversity, and the chimera of instant mineral riches lying just beneath the surface of the earth were the most startling differences. Im-



WILLIAM FARGO (1818-1881), cofounder of Wells Fargo & Company; American Express Company; mayor of Buffalo, New York; and namesake of Fargo, North Dakota.



HENRY WELLS (1805-1878), cofounder of Wells Fargo & Company; American Express Company, and Wells College for women in Aurora, New York.

for regulation. Anyone could hang out a sign stating "Bank," as Wells Fargo and other express companies did. Expediency was the law, and it worked most of the time. On occasion, however, depositors were stung badly. There were scares, panics, and failures.

The need for adaptation in this new financial environment was described by Ira B. Cross, a professor of economics at the University of California who wrote a banking history of California seventy-five years after Wells Fargo arrived in the state. Cross said, "The conditions that existed at that time did not make for the establishment of banking institutions such as were commonly found in the eastern states. . . . Trafficking in gold dust dominated all channels of finance. . . . California was no place for financiers trained in the banking customs and practices of the more settled communities."

* * *

Henry Wells and William G. Fargo, who both began their express careers as messengers in upstate New York, joined forces in 1845 and commenced the process that would result in bringing the functions of communications, speedy transportation, and banking together in California. Both were stern-visaged, bearded men who exuded rectitude. Wells was the mediator and Fargo the aggressive entrepreneur.

Various express companies in which Wells and Fargo had an interest were formed and dissolved as the industry consolidated during the formative years of the late 1840s. Creation of the American Express Company in 1850 was the result of their joint endeavors. Wells was the first president and Fargo the secretary. The other faction on the board of directors was headed by John Butterfield. Fargo and Butterfield were both strong-willed and frequently clashed.

Wells and Fargo had consistently pushed their separate businesses westward from upstate New York, reaching as far as Chicago and St. Louis. With the surge of new business generated by the California Gold Rush, it made more sense to start from the other end of the continent

and progress eastward. The American Express board of directors debated the proposal for a western express service in early 1852. Tempers flared. A successful western venture would add to Fargo's prestige and power. Butterfield opposed it, and he had the votes to defeat the proposal.

Ten days later Wells and Fargo invited a group of investors to the Astor House in New York. Wells Fargo & Company was formed on March 18, 1852, two years to the day after American Express had come into existence. Butterfield did not miss the significance of the date, nor would he forget. A former stagecoach driver, Butterfield was a legendary swearer. Years later the mild Wells recalled: "All of the profanity that one head could hold, or one tongue utter, was used to express his friendship toward me and Fargo."



Gold Rush California

LIKE AMERICAN Express—the immediate business model—Wells Fargo was not incorporated; it was established in New York as a joint stock association. That meant the shareholders (the directors, for the most part) were personally liable for losses, but they could act autonomously and in total secrecy. There were no reporting requirements, neither to bothersome stockholders nor government overseers. The company was capitalized at \$300,000, an amount equal to approximately \$6 million in 2000, but it is unlikely there was anywhere near that amount of cash available at the time.

Edwin B. Morgan, an upstate New York merchant and banker, was named the first president, and Henry Wells and William Fargo faded into the background as powerful members of the board of directors. Although their names would be forever associated with the company that became a western institution, their main interests lay elsewhere.

Both men took a much more active role in the affairs of American Express. Wells soon retired to upstate New York and established Wells College for women in Aurora. His health and business acumen deteriorated in the 1860s. Fargo vigorously pursued other business interests and was mayor of Buffalo for two terms. He would serve briefly as president

of the company that bore his name. Although Fargo remained a director of Wells Fargo until his death in 1881, he was president of American Express for a long time, vice president of the New York Central Railroad, and a director of other transportation concerns, including the Northern Pacific Railroad, whose express service competed with Wells Fargo. During their tenures as directors of Wells Fargo, each made only one short trip to the West Coast.

The principal agents in San Francisco ran the business on the ground and were subject to the vagaries of the mail as far as policy was concerned. If the ships did not sink, it took three to four months for a letter to be sent and an answer received. (The three letters Louis McLane wrote his wife in 1851 took an average of fifty-four days to travel one way from San Francisco to Baltimore via the Isthmus of Panama.) The president and directors in New York set policy. They struggled to keep up with fast-breaking developments and sought to understand what was happening in that strange, distant land.

A New York State mentality and American Express directors dominated the Wells Fargo board for its first seventeen years. Four of the seven directors of American Express were on the first nine-member Wells Fargo board. They were: Wells, Fargo, Johnston Livingston, and James McKay. Morgan—the first president, a longtime friend of Wells and Fargo's brother-in-law—was also a director. The banker Danford N. Barney became president of Wells Fargo in 1853 and served in that position until 1866. He also headed two other American Express offshoots.

Two Wells Fargo agents arrived in San Francisco in the early summer of 1852. Samuel P. Carter of American Express, who had been an express and telegraph agent for Wells in Albany, handled the express side of the business in California. Reuben W. Washburn, a Syracuse banker, took charge of the monetary transactions. Prices were 400 percent over what was charged in New York, and Carter apologized to Morgan for the cost of office space: "An awful price, I know, but it was that or nothing." The company opened its San Francisco office on July 13, 1852, at 424 Montgomery Street, on virtually the same site as the current corporate head-

quarters at 420 Montgomery Street. The brick building was located in what was called a fireproof block, fire being the scourge of early San Francisco.

Wells Fargo was not alone. In the *Register of First Class Business Houses in San Francisco*, fourteen banks, including Wells Fargo, were listed under "Banking and Exchange" in October. Other banks were found under such categories as "Banking and Commissions" and "Real Estate and Stocks." Besides Wells Fargo, there were four other aggressive advertisers for express services in the *Daily Alta California*, all using the printer's stock illustration of a sailing vessel as their identifying mark in ads.

Like a modern-day marketing rollout, Wells Fargo ads blossomed that summer in San Francisco, inland California, and Portland newspapers. A typical ad stated that Wells Fargo specialized in shipping "GOLD DUST, BULLION, SPECIE, PACKAGES, PARCELS & FREIGHT OF ALL KINDS, TO AND FROM NEW-YORK AND SAN FRANCISCO: Thence to Sacramento, Stockton, Nevada, Marysville, Sonora and all the principal towns of California and Oregon. They will also purchase and sell Gold Dust, Bullion and Bills of Exchange; pay and collect Notes, Bills and Accounts, &c. &c." As principal offices, the Montgomery Street address was listed along with the New York City address on Wall Street. The impressive figure of \$300,000 and the names of the nine directors were given. At the bottom were the names of the two principal California agents.

By spending money on twelve branch offices, agents, and advertising, Wells Fargo quickly established a beachhead in 1852. During the last five months of that first year, the firm shipped \$312,000 worth of gold to New York, compared to \$5.5 million shipped by its main competitor, Adams & Company. Carter and Washburn acquired smaller express companies in the first of what would be many subsequent mergers and acquisitions, and they made mutually advantageous arrangements with existing ones. By such means the company expanded inland via Stockton and Sacramento and then moved further eastward into the central gold districts of the Sierra Nevada foothills.

buying large quantities of government-stamped envelopes, adding the company's imprint, called the Wells Fargo frank, and selling the double-stamped envelope for two to three times what the Post Office would have charged for its service alone.

What did the customers receive in return? Security and speed and convenience, for which they were willing to pay more. Estimates of the percent of mail carried in California by the express companies varied from nearly 70 to 95 percent. The profits for Wells Fargo were commensurate with the popularity of the mail service—a net income of \$15,000 a month by the end of the decade.

This service—what the historian Daniel Boorstin called “cementing community”—was Wells Fargo's first contribution on a national scale. From the late 1850s to 1880, when the Post Office challenged the express company, and then 1895, when Wells Fargo ended its letter service, the company was the primary means of sustained communications between the western portion of the country and the remainder of the nation. After Wells Fargo discontinued its letter service, the express company retained its dominance by shipping larger items until parcel post was introduced in 1913.

With so many alternative ways to communicate electronically today, and the relegation of regular mail to “snail” status, it is extremely difficult to imagine the sole dependence on the lowly letter that existed at the time. Other than by costly, brief telegrams that could not be sent across the country until 1861, there simply was no other efficient way to communicate.

From the beginning, the government could not keep up with demand or supply convenience, known as “service” in modern business parlance. Gold Rush historian J. S. Holliday wrote: “In a land where there had never been a postal delivery network, the postmaster general in Washington failed miserably to cope with the surge of mail sent to California in 1849 and for years thereafter.”

The San Francisco Post Office was swamped by 2.6 million pieces of mail annually. Long lines formed. There were no post offices in

the hinterland. Small, private express companies or individuals were the alternative. The postmaster threatened the enterprising expressmen with arrest for carrying the mail. McLane's solution placated the Post Office.

Wells Fargo added convenience to its basic mail service. Wells Fargo offices sprang up all over the West—126 by 1859, when the express service earned \$46,000 and the company's capital stock was raised to \$1 million. Letter carriers were employed in San Francisco, and bright green letter boxes were placed at accessible locations in urban areas, there being eighty-six such boxes in the city in 1877. There was a special mail route, called the China Route, serving San Francisco's Chinatown. Three Chinese employees sorted the mail, then stamped it by hand in red.

Directives to agents from the head office in San Francisco emphasized that the firm was in competition with the U.S. mail, and postal authorities were keeping a close watch on its activities. A 1858 notice sent “To Our Agents” stated: “We have to request a more strict observance to stamping letters. . . . We are called upon by the mail agent, who assures us that fines will be imposed for any infringement of postal laws.”

Besides making money, the letter express won friends and influenced people. There were many testimonials.

William H. Brewer, a Yale University professor who was engaged in a survey of California, wrote home from San Juan Bautista, just south of San Jose, in 1861:

Way mails in this state are so uncertain that all important letters are carried by private express in government envelopes. The company sends three-cent letters for ten cents, and to the states, ten-cent letters for twenty cents. Here in this state it is used very largely, the Wells & Fargo mail being often larger than the government mail. We avail ourselves of it, even on so short a distance as from here to San Francisco, if the letter has any special importance or needs to go with certainty of dispatch. I have had

Near the end of the decade a phenomenon that hadn't bothered Wells Fargo before—armed robberies—began to hinder its operations. Sherman, that sharp-eyed observer, noted it: "There has been a good deal of talk about Wells, Fargo & Company who have agencies all over the country . . . and has been robbed several times. . . . Recently they have been very successful in recovering lost treasure but have had to pay liberal rewards."

Wells Fargo reacted aggressively. It hired armed guards and paid lawmen to pursue suspects. Expenses involved in the Angeles Road, Iowa Hill, Shasta, Trinity Center, and other robberies showed up for the first time in the company's profit and loss statement for the express department in 1860. Despite expenses of \$48,415 that were mostly crime related, there was a profit of \$127,418 generated by 108 offices, ten of which were outside California.



The Pony Express

THE PONY EXPRESS myth is well known, having been broadcast widely in words and images, daring young men on dashing steeds plunged through dark dangers to deliver the mail in record time.

The reality, particularly the role of Wells Fargo, is much murkier. As a profit maker, the Pony Express was a loser, as a necessity in order to acquire the lucrative transcontinental mail and express business carried by stagecoaches, it was a winner, as an indicator of how a new technology could replace an existing one and render the latter obsolete, it was a precursor to what would come later.

First, it needs to be made clear that there was "the Pony," as the newspapers of the time referred to the overland Pony Express, and more local pony expresses. The Pony Express ran for nineteen months and carried light mail from near St. Louis to Placerville, California, at an eventual cost of \$1.00 for a half-ounce letter. At \$23 in current dollars, it was not a service that was affordable for ordinary folks.

The one-way trip was supposed to be made in ten days in summer and twelve days in winter, no small feat at the time. "It took the people quite by surprise, for they had not yet fairly waked up to the idea that the continent could possibly be spanned in ten days time," wrote the St.

Louis correspondent of a San Francisco newspaper. First undertaken privately and then under government contract, the Pony Express lasted from April 3, 1860, to October 24, 1861.

Then there were bistate and intrastate pony expresses run by various individuals and express firms that employed slight men on fast horses for shorter distances. These feeder pony express routes were generally operated between 1852 and 1870. Wells Fargo was involved off and on in the shorter routes for most of those eighteen years and in the transwestern service for its last six months. At a time in the mid-1960s when the extent of Wells Fargo's role in the Pony Express was being challenged, W. Turrentine Jackson, professor of history at the University of California at Davis, wrote that the express company "was involved in the ownership, operation, and expense of running the trans-Missouri Pony Express in the last third of its brief and dramatic existence."

* * *

Since 1848 there had been scattered attempts to transport the mail overland to California. The vast bulk of mail went by steamship via the Isthmus of Panama until the Overland Mail Company, also known as the Butterfield Overland Mail after its president and major stockholder, John Butterfield of American Express, began to put a dent in the maritime delivery in 1858.

Congress had passed a bill in March 1857 sanctioning an overland stage service. Butterfield and William Fargo wrote a proposal letter to the postmaster general in June, and later that year Butterfield and his associates were awarded the contract. The Overland Mail Company was formed in October of 1857 specifically to fulfill the provisions of the \$600,000 contract.

The Overland Mail Company was emblematic of the colonial nature of the West. It was an eastern or, to put it more precisely, a New York City-dominated consortium of the largest express companies in the country. Four of the first eleven directors of the Overland were also di-

rectors of Wells Fargo. A fifth Wells Fargo director was added to the Overland board in 1860. Five of the eleven largest stockholders were either Wells Fargo directors or large stockholders in American Express.

The Overland company was mainly Butterfield's creation, five years after Butterfield and Fargo had warring over establishing a West Coast arm of American Express. The financial returns of Wells Fargo during the intervening years had demonstrated to Butterfield the feasibility of investment in the West.

With sectionalism prevalent on the eve of the Civil War, the postmaster general, who was from Tennessee, chose a semicircular route. It began in St. Louis and then dipped south to nearly touch the Mexican border before heading toward the pueblo of Los Angeles and then northward to San Francisco. The route through large swaths of southern desert was an all-year trail. The southern route also had political advantages. The mail was viewed at the time as an instrument of settlement (as freeways and rapid transit are today), and thus a means to gain southern sympathizers.

The first relay of stages, drivers, mules, and horses westward made the grueling, 2,700-mile journey in twenty-four days and nights in September and October of 1858. It carried the mail and one through passenger. This was the first true transcontinental mail and passenger service.

The Overland Mail Company lost money; and Wells Fargo, acting as its banker, continued to advance it loans. The Wells Fargo directors on Overland's board threatened foreclosure. It was Fargo, Butterfield's old nemesis, who forced the issue in a March 1860 meeting of the Overland board in Wells Fargo's New York office.

Fargo made a motion that the business be turned over to Wells Fargo. A compromise was struck. Butterfield was ousted as president and Wells Fargo directors and allied directors gained a majority on the board. They now had control of the overland mail service.

Overland was the successful bidder in 1861 for a dual stagecoach and Pony Express service via the central route, the outbreak of the Civil War forcing transcontinental traffic north through Salt Lake City and over

the Sierra Nevada to Placerville. The \$1 million government contract to carry the mail specified that the Pony Express obligation ended when the transcontinental telegraph line was completed.

The Pony Express had originally been the unsubsidized creation of Russell, Majors & Waddell, but the firm had experienced financial difficulties. The Overland Mail Company now controlled the central route. The Wells Fargo-dominated Overland board subcontracted the service east of Salt Lake to the Russell firm and retained oversight of its operation. Overland ran the Salt Lake to Carson City, Nevada, segment. The Pioneer Stage Company, controlled by Louis McLane and managed by one of his brothers, operated the Carson City to Placerville run for Overland. Thus, while the Wells Fargo logo was not overtly emblazoned on Pony Express fixtures, it had de facto control for the last few months of its existence.

* * *

There was the romance and there was the reality of the Pony Express in action. Mark Twain spied a rider from the window of a stagecoach while crossing the plains in the summer of 1861. Eleven years later he penned this highly romanticized description in *Roughing It*:

Presently the driver exclaims:

"HERE HE COMES!"

Every neck is stretched further, and every eye strained wider. Away across the endless dead level of the prairie a black speck appears against the sky, and it is plain that it moves. Well, I should think so! In a second or two it becomes a horse and rider, rising and falling, rising and falling—sweeping toward us nearer and nearer—growing more and more distinct, more and more sharply defined—nearer and still nearer, and the flutter of the hoofs comes faintly to the ear—another instant a whoop and a hurrah from our upper deck, a wave of the rider's hand, but no re-

ply, and man and horse burst past our excited faces, and go winging away like a belated fragment of a storm.

So sudden is it all, and so like a flash of unreal fancy, that but for the flake of white foam left quivering and perishing on a mail-sack after the vision had flashed by and disappeared, we might have doubted whether we had seen any actual horse and man at all, maybe.

Twain, who was primarily interested in telling a good story in *Roughing It*, and Robert H. Haslam, better known as Pony Bob, elevated the rider to the status of myth. Pony Bob Haslam achieved legendary status among riders when he set off in May of 1860 on a wild, 380-mile ride that set a record for endurance. He told the story with relish for the next half century, and it became embedded in the literature of the Pony Express.

Before the ride, the lean, twenty-year-old horseman had achieved a certain cachet among Pony Express riders. He had been wounded twice by Indians, once by an arrow that broke his jaw. In early April, Haslam had carried the first mail eastward for a distance of 120 miles "through a hostile Indian country," according to Alexander Majors, one of the founders of the Pony Express.

May was a time of even graver danger. The Paiute Indians had suffered terribly in the fierce winter of 1859-60. They blamed the whites for their starving condition. Miners from California were pouring into the Comstock Lode country of what would become known as western Nevada in four years. The isolated stagecoach and Pony Express stations dominated the few sources of water and the best grazing grounds in that arid region. The Indians were being pushed aside.

There was the usual back-and-forth of brutal incidents, capped by the kidnapping of two small Paiute girls. The Indians retaliated. The venerable Pony Express stations were the principal targets. Stations were razed, livestock driven off, and sixteen Pony Express employees killed.

At Buckland's there was "the chance of being 'wiped out' in a 'difference' between a soldier and a gambler, or a miner and a rider." At Carson City, Burton was told "that a dead man for breakfast was the rule" and "they reckoned per annum fifty murders."

Sir Richard hurried on to California and then sped home by boat via Panama, as did most distinguished visitors to the West at the time.

One year later the Pony Express was history beginning to fade into myth and nostalgia. Four shod hooves were replaced by the wire of the telegraph strung across the country, the stagecoach's four iron-rimmed wheels, and soon thereafter by the completely metallic wheels of the transcontinental train.



The Devil in Reality

BAD FOOD, delays in departures and arrivals, cramped seating, lost or damaged baggage, generally an unpleasant but necessary experience. Sound familiar?

Take the complaints of airplane passengers today, compare them with the experiences of the first travelers on regularly scheduled commercial journeys across the western half of the United States, add to the few hours of air travel some sixteen to twenty days or very likely more (including travel at night), mix in frequent accidents, incessant jolting, a thick coating of fine dust, lack of air-conditioning or heat, very little sleep, the lurking presence of trigger-happy robbers and vengeful Indians, and a ticket price that was up to eighteen times greater than what it now costs to fly from Missouri to California. The resulting stew was a stagecoach journey across the trans-Mississippi West in the 1860s.

When the eleven-year dominance of travel by overland stagecoach had passed, to be abruptly replaced by the transcontinental train, another western myth rose in its wake like dust trailing a Concord coach. The romance of staging had replaced its gritty reality.

In California, Louis McLane, who coaxed stagecoach travel to its peak, commented on a romanticized rendering of that means of trans-

portation: "I thought staging looked very well to the lithographer, but was the devil in reality." At the other end of the line, the *Omaha Herald* described stage travel thus: "Don't imagine for a moment you are going on a picnic; expect annoyance; discomfort and some hardships. If you are disappointed, thank heaven."

The experiences of traveling overland by stagecoach from 1858 to 1869 are worth recalling in detail because Wells Fargo dominated that particular means of travel.

* * *

The 2,000-mile central route was the longest and costliest stagecoach line in the country, if not the world. Stagecoaches were an interim solution, and all recognized them as such, for the future was present at both ends of the trail. Steam in the form of steam-driven trains and boats bracketed the stagecoach line on either end in the early years. Steam up the Missouri River to Atchison, Kansas; steam-driven trains from Placerville or Folsom, California, to Sacramento, and then steamboats down the Sacramento River to San Francisco.

The terrain was varied. From the Missouri River the wagon road crossed the plains to Fort Kearny on the Platte River. There was a junction at Julesburg that led to Denver. The transcontinental route proceeded past Fort Laramie and Independence Rock to South Pass. It rose and fell across the undulating high plains landscape, then descended to the Green River, the northernmost tributary of the Colorado River. Past verdant Fort Bridger the tracks followed Echo Canyon to the Mormon enclave of Salt Lake City, where there was order and comfort in the midst of the wilderness.

On again it went across the barren Great Salt Lake Desert. It followed the Humboldt River southwest across the basin and range province of central Nevada. It swung south and passed through Austin to Carson City and Virginia City, outposts of California. The first real mountains to cross, the Sierra Nevada, were breached at Carson or Echo

or Donner passes. The final leg was a long descent through verdant forests. The 1,913-mile journey was completed in approximately three weeks, if all went well.

From Kansas to California there were 153 stations, averaging about a dozen miles between each. At "swing" stations, horses or mules were changed; at "home" stations, drivers switched and meals were served, at an additional cost of between one and two dollars. The food was mostly poor to bad; fleas were rampant. Beds were for the drivers. The passengers wrapped themselves in blankets and napped on dirt floors. While under way, they attempted to sleep on the rocking stages. The stations had thick cedar-log walls and sod roofs, neither flammable nor easily breached by Indians. At home stations there usually was a family acting as caretakers; at swing stations there were two to four bachelor stock tenders.

The one-way throughfare varied from \$225 to \$500. It was more during the Civil War and less afterward. Very few passengers traveled the entire 2,000 miles; and, if they did, most returned on the more comfortable steamships via the Isthmus of Panama. The stagecoach was mostly for intermediate stops in the interior West.

The expenses of establishing and running an overland stagecoach company were enormous. On the payroll were headquarters personnel, division agents, harness makers, blacksmiths, carpenters, stock tenders, drivers, messengers, cooks, and agents. Stations had to be constructed. Then there were the costs of acquiring and feeding 2,750 horses and mules and buying harnesses and the stages.

The total annual operating cost was estimated at \$2,425,000 in the early years when the mail contract was \$1,000,000 per annum. The difference, it was hoped, would be made up by passengers and express traffic, which accounted for why the regular mail was delayed or dumped at times to make room for these additional revenue producers.

The costly overland line, versus the more profitable feeder lines, either broke its owners, forced them to sell, or seriously depleted their resources. An early historian of the overland stage, Frank A. Root, who had

Desert west of Salt Lake City, Greeley wrote, "if Uncle Sam should ever sell that tract for one cent per acre, he will swindle the purchaser outrageously."

This land was becoming Wells Fargo territory in the 1860s. Earlier, in order of appearance on the scene, it had encompassed Native American, Spanish, Mexican, U.S. government, and private holdings. Some cited the "austere beauty" of the plains landscape; Greeley saw "desolation."

As the passengers proceeded westward, they could find little to entertain them (other than taking random shots at buffalo and antelope) or take their minds off the unpleasantness of the journey. Demas Barnes, a New York businessman, traveled overland between 1862 and 1865 to assess western properties. He wrote of the road to Denver:

It is not a pleasant, but it is an interesting trip. . . . Coaches will be overloaded, it will rain, the dust will drive, baggage will be left to the storm, passengers will get sick, a gentleman of gallantry will hold the baby, children will cry, nature demands sleep, passengers will get angry, the driver will swear, the sensitive will shrink, rations will give out, potatoes become worth a gold dollar each, and not to be had at that, the water brackish, the whiskey abominable, and the dirt almost unendurable.

Barnes's stage was accompanied by two to four cavalry soldiers on his 1865 trip. "We did not encounter any Indians, but saw many remains of their barbarity." Other travelers wrote in the same vein of the conflicts east of Salt Lake City between 1864 and 1867. They were called the Indian wars but could just as well be named the stagecoach wars. The lumbering stages, the many stations, and the demands of thousands of horses and mules for pasturage were the first wheeled incursions into territory the Indians regarded as their own.

The result was chaos. Stage lines ground to a halt, passengers were isolated at remote stations, mail accumulated, and the travelers de-

manded more protection from troops, commanded in the West after the Civil War by none other than that former San Francisco banker, Lt. Gen. William Tecumseh Sherman. Fear pervaded the overland route from Kansas to the California border.

Young Frank Root took a job as a mail agent at a station near present-day Greeley, Colorado. In the summer of 1864 traffic on the overland trail came to a halt and one hundred and fifty passengers and inhabitants from nearby homesteads took refuge in the station. There were rumors of nine hundred Indians poised to attack.

The women fashioned a flag that flew bravely above the impromptu fort. The men drilled. More than one hundred sacks of mail were used to form a breastworks. "I felt little uneasiness," wrote Root some forty years later, "in regard to the safety of the mail and was satisfied that, if an attack was made on the premises, I could, with my fortifications, two shot-guns, an improved breech-loading rifle, a brace of navy revolvers, and a keg of powder 'hold the fort.'"

Rumors intensified, and the excitement and fear mounted accordingly. A freighter, who had been standing guard duty, woke Root with a trembling hand. The Indians were coming and could be heard fording the nearby South Platte River, he said.

"The night was clear but quite dark and the splashing of the water in the river could be distinctly heard," said Root. "Every person in the house was soon up and dressed. Extra skirmishers were promptly deployed. The 'enemy' was soon discovered and proved to be nothing else than a drove of cattle crossing the river." Soon thereafter, the road to Denver and Salt Lake was reopened after being closed for six weeks.

The first sight of the Rocky Mountains was balm to the vegetation-starved travelers. Greeley wrote with relief and insight: "And the Rocky Mountains, with their grand, aromatic forests, their grassy glades, their frequent springs, and dancing streams of the brightest, sweetest water, their pure elastic atmosphere, and their unequalled game and fish, are destined to be a favorite resort and home of civilized man."

Two years after the famous New York editor had passed through Salt Lake, one of the *Tribune's* most loyal readers arrived to take charge of the Overland Mail Company office. Hiram S. Rumsford engaged in a lengthy correspondence with his wife back in Tiffin, Ohio. His main concern was that she pay the subscription to the *Tribune* on time so that he could keep his set of back issues unbroken. Keeping the subscription current rated higher than "the matter of house renting for the ensuing year" for his family. He also received a copy of the paper in Salt Lake.

Cordial relations with the Mormons was the first priority of his job. That was the policy of his company, controlled in large part by Wells Fargo directors. From time to time he met with Young, Heber C. Kimball, and other Mormon leaders. One way to win "their undivided confidence, friendship, and affection," he noted, was to purchase supplies from the Mormons—"several hundred thousand dollars . . . in glittering gold" were spent in the first eleven months.

The public relations gesture was costly. The inflated prices for feed "were enough to cripple any company," according to an overland historian. Rumsford cited a price of fifty to sixty cents for a bushel of oats. One year the company raised its own feed, but still had to depend partially on the Mormons in later years.

Rumsford attended services in the Tabernacle, but was less than flattering in his private comments about the Mormon religion and its adherents. He praised the weather and the abundance of fresh vegetables, fish, and game. The agent was particularly proud of his Indian policy, another company priority.

Shortly after Rumsford arrived in Salt Lake the Indians to the west showed "some hostile signs," like attacking a station. No one was killed. The problem, Rumsford told his wife, was: "The Government treated with them last summer and promised them ample supplies of food and clothing for the winter. This promise, unfortunately, has not been complied with, and the poor savages are now preparing to remind the officials

of their faithlessness by commencing hostilities on the Overland Mail Co." Rumsford spoke to the regional superintendent of Indian Affairs, who promised "to quiet the Indians by providing for their wants."

The trouble centered around the Deep Creek Station, some 170 miles west of Salt Lake. Rumsford set off on an inspection tour in 1862. He found the station to be a veritable oasis amidst the desolation of the Great Basin Desert, which he described as "a succession of brazen looking, barren mountains, and alkali flats." The valley, in which the station was located, "is a beautiful one. It is traversed by a never-failing stream of water," the deep creek. A settlement of about a half dozen Mormon families was nearby. The late June day had been "hot and the dust along the road almost suffocating." It was beginning to cool in the early evening when the stage pulled into the station.

A painting by Francis L. Horspool depicts the Wells Fargo station in 1868, and a description accompanies it:

Looking at the painting, you will see at the left corner of the barn a little child with a wagon. Below the child, at the pond is a post with an animal skull on it. Near the front part of the barn is a sleigh, at the right of the sleigh is a log dog house with two dogs on it. In front of the barn is the old pony express stable, then a freighter's wagon and Aaron Y. Ross, the guard. The freighter is seen over the back of the black horse. In front of the black horse is a gray horse with an artificial left hind leg, and below it is a dog in the rushes. William F. Horspool, the painter's father, is on the stage. Below the stage, near the wagon tongue is a dog, or is it a colt? In front of the horses hooked to the stage is a woman on a horse. It may be the wife of the station agent, James Ferguson, who is holding a mail sack in front of the horse. At the corner of the house are travelers. In the pond, among the rushes, are crosses which are fallen down fence posts, with ducks here and there in the pond.

EXHIBIT 163

The Pony Express in Nevada



Presented by Nevada Department of Land Management

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Nevada State Museum
Carson City, Nevada 89710

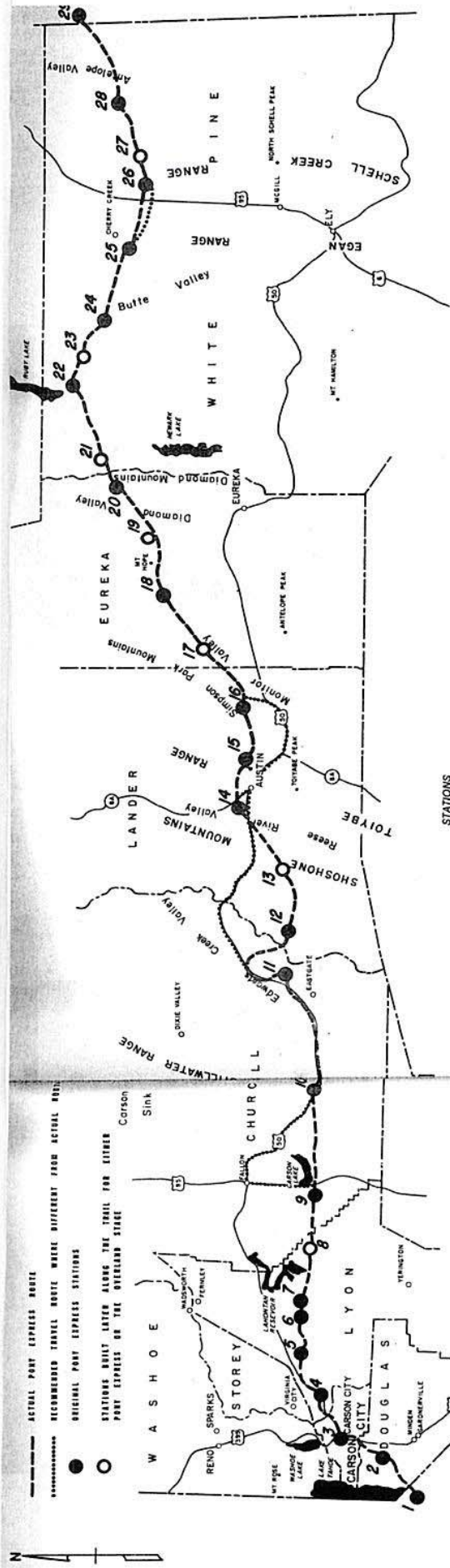
Originally published by
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 3. CARSON CITY
 4. DAYTON
 5. MILLER'S (REED'S)
 6. FORT CHURCHILL
 7. BUCKLAND'S
 8. HOOTEN WELLS
 9. CARSON SINK
 10. SAND SPRINGS
 11. COLD SPRINGS
 12. SMITH CREEK
 13. DRY WELL
 14. JACOB'S SPRING
 15. SIMPSON PARK
 16. DRY CREEK
 17. GRUBB'S WELL
 18. ROBERT'S CREEK
 19. SULPHUR SPRINGS
 20. DIAMOND SPRINGS
 21. JACOB'S WELL
 22. RUBY
 23. MOUNTAIN SPRINGS
 24. BUTTE
 25. EGAN CANYON
 26. SCHELL CREEK
 27. SPRING BALLEY
 28. ANTELOPE SPRINGS
 29. DEEP CREEK

NEVADA PONY EXPRESS ROUTE



1860-61

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General History

The Pony Express was an overland mail service from St. Joseph, Missouri to Sacramento, California that ran from April 3, 1860 to October 28, 1861. W.H. Russell, Alexander Majors and William B. Waddell owned the firm out of which the Pony Express grew. In an interview by William Lightfoot Visscher, Colonel Majors talked of how the Pony Express got started:

“Colonel Majors says that in the winter of 1859, while the senior member of the firm was in Washington, he became intimately acquainted with Senator Gwin of California who was very anxious that a quicker line for the transmission of letters should be established than that already worked by Butterfield; the latter was outrageously circuitous.”

The Senator was acquainted with the fact that the firm of Russell, Majors and Waddell was operating a daily coach from the Missouri River to Salt Lake City. He urged Russell to consider seriously starting a pony express over the same route and from Salt Lake City on to Sacramento.

After a lengthy consultation with Senator Gwin, Russell consented to attempt the project, provided he could induce his partners to take the same view of the proposed enterprise. He then returned to Leavenworth, the headquarters of the firm, to consult with the other members. On learning the proposition suggested by Senator Gwin, both Majors and Waddell at once decided that the expense would be much greater than any possible revenue from the undertaking.

Russell, having committed himself to the Senator, was much chagrined at the turn the affair had taken, and he declared he could not abandon his promise to Gwin. Consequently, he felt his partners should stand by him. That urgent appeal settled the question, and work was begun to start the Pony Express.

On the Overland Stage Line, operated by the firm, stations had been located every ten or twelve miles, which were at once utilized for the operation of the Express. But beyond Salt Lake City new stations had to be constructed, since there were no possible stopping places on the proposed new route. In less than two months, after the promise to Senator Gwin, the first Express was ready to leave San Francisco and St. Joseph, Missouri, simultaneously. (Visscher, 1946)

To operate the Pony Express required 500 horses, 190 stations and 80 experienced riders, each of whom was to ride an average of thirty-three and one third miles. To accomplish this, each man used three ponies on his route. In cases of great emergency much longer distances were made. Announcements for the Pony Express to begin were made in March 1860.

In the spring of 1860 Bolivar Roberts, superintendent of the Western division of the Pony Express, went to Carson City, Nevada to engage riders and station agents for the route across Nevada.

In a few days 50 to 60 riders were found. The men were noted for their lithe, wiry physique and bravery in times of great danger. Many were skillful guides, scouts and couriers. The riders received \$120 to \$125 per month. These new employees of Russell, Majors and Waddell were required to take the following oath:

"I _____, do hereby swear, before the great and Living God, that during my engagement, and while I am an employee of Russell, Majors & Waddell, I will, under no circumstances, use profane language; that I will drink no intoxicating liquors; that I will not quarrel or fight with any other employee of the firm, and that in every respect I will conduct myself honestly, be faithful to my duties, and so direct all my acts as to win the confidence of my employers. So help me God."

The new employee was then given a Bible imprinted in gold letters:

"Presented by Russell, Majors & Waddell." (Smith, 1969)

Darting between stations, the Pony Express rider had little opportunity to form friendships among the men who were always on hand to speed him on his way. A distant figure in the sagebrush, a blast from a horn to announce his coming and the rider was at the station. A fresh horse, prancing, excited and eager to go, then the quick change of the mail from one saddle to the other. One foot in the stirrup and the rider was gone, with hardly more than time to exchange a few words with the lean, sunburnt men who would be there with ready hands and swift counsel on his return trip. The station attendants gave brief advice such as: "Look out for this one today — he's shore on the prod" or "The crick's up a foot — better hit the ford a little high" or perhaps, "What's the latest from Pike and the rest of the states?" (Chapman, 1932)

Across Utah and Nevada the Pony Express couriers rode alone and became more accustomed to the barking of coyotes and the howling of wolves than to the sound of the human voice.

The horses were selected with meticulous care. They were well broken and warranted sound. Generally half-breed California mustangs, as quick and full of endurance as their riders, they were as sure footed and fleet as mountain goats. The facility and pace at which they traveled was a marvel. (Visscher, 1946)

Over the entire saddle there was the mochila. Made of a tough, w was designed for speed. Secured cantinas — boxes to carry the mail of the rider's thigh. Openings in the firmly and snugly over the horn a blanket for the saddle. The rider, only to jerk free his mochila, thro held waiting, and he was away ag

The pouches were never to ce Inside the pouches, to further prot letters and dispatches were wrapp themselves were locked and wer Sacramento. (Visscher, 1946)

Curiously much of the weight : lost in armament. At this time Po — two revolvers, a bowie knife a armed stagecoach messengers ca gold was more valuable than the f (Bloss, 1959)

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As stated before, relay station City west to Sacramento. There station. A stable and corral had t kept in top condition. A larger r the home stations. Blacksmithin be entrusted to the strong and ex Frey, Keetley and Bob Haslam s were half outlaw. Shoeing a hor for two men. Grain, food stuffs Lake City and the Sierras were 200 to 700 miles to the respect

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the mochila. Made of a tough, well tanned hide about 1/8 inch thick, it
was designed for speed. Securely sewn to it were four stiff leather
cantinas — boxes to carry the mail. Two were on each side, fore and aft
of the rider's thigh. Openings in the center, or top, of the mochila let it fit
firmly and snugly over the horn and cantle, forming a sort of covering
blanket for the saddle. The rider, galloping into a remount station, had
only to jerk free his mochila, throw it on an already saddled fresh horse
held waiting, and he was away again.

The pouches were never to contain over twenty pounds in weight.
Inside the pouches, to further protect their contents from the weather, the
letters and dispatches were wrapped in oil silk, then sealed. The pockets
themselves were locked and were not opened between St. Joseph and
Sacramento. (Visscher, 1946)

Curiously much of the weight saved in saddlery was in the beginning
lost in armament. At this time Pony riders were bristling with weapons
— two revolvers, a bowie knife and a rifle. That was more artillery than
armed stagecoach messengers carried and their cargo of passengers and
gold was more valuable than the few pounds of mail charged to the Pony.
(Bloss, 1959)

All this armament proved to be too much for the Express rider to tote
so most of it was discarded. They finally settled on a single pistol with an
extra loaded cylinder.

As stated before, relay stations had to be established from Salt Lake
City west to Sacramento. There had to be at least two men at each relay
station. A stable and corral had to be built, and several horses had to be
kept in top condition. A larger number of men and horses were kept at
the home stations. Blacksmithing was needed regularly and could only
be entrusted to the strong and experienced men. Some of the riders like
Frey, Keetley and Bob Haslam seemed to delight in choosing horses that
were half outlaw. Shoeing a horse of that type was a good half day's job
for two men. Grain, food stuffs and other supplies for use between Salt
Lake City and the Sierras were usually bought in Utah and hauled from
200 to 700 miles to the respective stations.

Much of the responsibility for the efficient operation of the Express
depended on the division agents — Bolivar Roberts at Carson City,
Howard Egan at Salt Lake City, Joseph A. Slade at Julesburg, and A.E.
Lewis at St. Joseph. These men were on the trail most of the time,
meeting and disposing of emergencies as they arose. It was up to the
division superintendent to see that livestock was kept in good condition;
to apprehend horse thieves; to keep stations supplied when no supplies
were in sight; to see that substitutes were available when riders were
sick, or injured or had suddenly quit the service, and to build on the ruins

4 of stations that had been destroyed by Indians. From Kearney to Carson City each superintendent on his allotted part of the Express trail was general, judge and jury.

When Edward Creighton completed the Pacific telegraph on October 24, 1861 and began sending messages by wire from coast to coast, the Pony Express formally went out of existence.

For over three months — from July 1, 1861 — the Express was paralleled by the daily Overland Stage, but the efficiency of the semi-weekly pony line retained its popularity to the end. For several weeks before its discontinuance the Pony men rode only between the ends of the fast building telegraph.

As a financial venture the Pony Express failed completely. Its receipts were sometimes heavy, often aggregating one thousand dollars a day, but the expenses were enormous. The line was a great factor in the California crisis, and in assisting the federal government in retaining the Pacific Coast. It is ironic that Congress never gave any direct relief or financial assistance to the Pony service.

The financial failure of the Pony Express as foreseen by Waddell and Majors was certain from the beginning. The War Department issued army revolvers and cartridges to the riders, and federal troops, when available, would protect the line. But it was generally left to the initiative and resourcefulness of the company to defend itself when menaced by Indians. (Smith, 1969).

Although the Pony Express failed financially, it served the country faithfully and well. It aided an imperiled government, helped to tranquilize and retain a giant commonwealth to the Union, and showed the practicality of building and maintaining a transcontinental railroad. The Pony Express marked the supreme triumph of American spirit and determination — qualities which characterized the winning of the West.



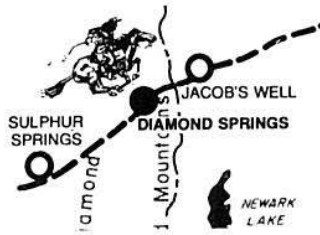
Specific

The following discuss the Pony Express route.

Table 1 — Present condition and owner

Station Site	
Woodford's	No original ruins
Friday's	Original blacksm
Genoa	Site of station is
Carson City	Site is on a city
Dayton	One site is a bor Union Hotel. No
Miller's (Reed's)	Nothing remains.
Fort Churchill	The stopping pla still standing am
Buckland's	No original ruins
Hooten Wells	Rock ruins remai
Carson Sink	Faint adobe outli
Sand Springs	2 sites — rock r whether either is
Cold Springs	Substantially inta
Smith Creek	Original corral ar
Dry Wells	No original ruins
Reese River	Stone foundation.
Simpson Park	Stone foundation.
Dry Creek	Stone foundation.
Grubb's Well	Recent structures to Pony Express.
Robert's Creek	Dugout near the
Sulphur Springs	Some ruins rema Express.
Diamond Springs	Remnants of mor ruins are gone.
Jacob's Well	Nothing remains.

Diamond Springs



Simpson passed this way on May 20, 1859 and made these observations:

“Six and eight tenths miles farther brings us to a large spring, in marsh, where we water. Plenty of grass about it, though not of best quality. This valley is in some portions argillaceous and in some arenaceous. The latter glitter with small crystals of quartz, of very pure character’s which we amuse ourselves in picking up, and facetiously call California diamonds.”

The Indian problems that caused destruction of lives and property to the east and west of here in the spring of 1860 were apparently avoided at this station. On May 24, 1860 the rider into Salt Lake from the west carried no mail and reported: “The Indians have chased all the men from the stations between Diamond Springs and Carson Valley.” (Bloss, 1959)

When W.H. Streeper returned from his trip on which he had found Simpson Park and Dry Creek stations burned he noted:

“Well, we made it to the next station (Diamond Springs) where several other riders and keepers had gathered, and we stayed there several days until some soldiers came to help open up the mail line.” (Driggs, 1935)

So Diamond Springs is where the men waited until Bolivar Roberts came from the east and met Howard Egan at Robert’s Creek on June 9, 1860 to reopen the line.

In Carter’s account of Streeper, he told of the following event:

“Upon one occasion at Diamond Springs, Mr. Bolivar Roberts, asked for a fast rider to take the mail into Salt Lake City; I volunteered. The mail pouch contained a great deal of money. The captain asked how many soldiers I wanted for guards and I told him none. A California postmaster who was there asked if I would like him to come along and I told him he could not keep up with me. I didn’t take anyone. It was 22 miles from there to Ruby Valley where I had to change animals. There was no more trouble from Indians and I went straight through from station to station till I reached Salt Lake.”

This probably happened just after the Indian troubles, when Roberts

and Egan were in the were J. Fisher, Henry

Sir Richard Burton said:

“The station is na sweet and beautiful; below it drains off in equal parts of commi bath. . .

“The station folk afterwards had to fly pleased to consider a

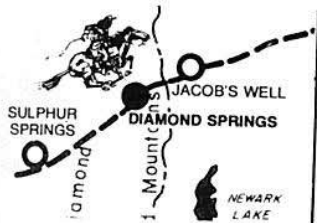
In the *Nevada State* the following to say at

“One of the few I Springs, Eureka Cou the old telegraph line country, but echoing came to the area in qu He left behind him Diamond Valley and

“In 1859, with the the spring site as a ch: the area were used in slabs compacted with covered with dirt. T made of adobe brick. stone fireplace which

“The change pon the ground in stockac same cedar post and ness for approaching Springs. William Fr Diamond Springs, in or pouches contain transfer it to the wait rider thundered off ag

“When the Overl William Cox stayed operator and mainten was responsible for r far west as Robert’s C messages. When he operator.”



and Egan were in the area. Other riders that passed through this station were J. Fisher, Henry Tuckett and Mose Wright.

39

Sir Richard Burton visited Diamond Springs on October 9, 1860. He said:

“The station is named Diamond Springs, from an eye of warm, but sweet and beautifully clear water bubbling up from the earth. A little below it drains off in a deep rushy ditch, with a gravel bottom containing equal parts of comminuted shells; we found it an agreeable and opportune bath. . .

“The station folks were Mormons, but not particularly civil; they afterwards had to fly before the savages — which perhaps they will be pleased to consider a ‘judgment’ upon them.”

In the *Nevada State Journal* of January 3, 1860 Edna B. Patterson had the following to say about Diamond Springs:

“One of the few Pony Express Stations still standing is at Diamond Springs, Eureka County, though gone is the part of the cabin that housed the old telegraph line office. Belying the jewel-like name of this desolate country, but echoing the name of the prospector, Jack Diamond, who came to the area in quest of riches, and finding none soon left the country. He left behind him only his name to designate Diamond Springs, Diamond Valley and the Diamond Range of mountains.

“In 1859, with the advent of the Pony Express, a new cabin was built at the spring site as a change station on the Pony Express route. Materials of the area were used in building stations. This one was made of limestone slabs compacted with mud and roofed with split cedar trunks which were covered with dirt. The gables and part of the fireplace chimney were made of adobe brick. This one room structure had the convenience of a stone fireplace which provided the only heat and cooking facilities.

“The change ponies were kept in two corrals of cedar posts planted in the ground in stockade fashion and joined to a small open shelter of the same cedar post and dirt roofed construction. Ponies were kept in readiness for approaching galloping hoofs from Jacob’s Well or Sulphur Springs. William Frances Cox, station master for the Pony Express at Diamond Springs, in two minutes’ time would shift the leather mochila, or pouches containing the mail, from the incoming horse and would transfer it to the waiting, saddled pony, and the new horse and incoming rider thundered off again into the distance.

“When the Overland Telegraph tapped the end of the Pony Express, William Cox stayed on at Diamond Springs and became a telegraph operator and maintenance man for the Overland Telegraph Company. He was responsible for repairs of the line as far east as Cherry Creek and as far west as Robert’s Creek Station. He taught his wife to send and receive messages. When he was out on the line, she became the telegraph operator.”

May 20, 1859 and made these

gs us to a large spring, in marsh, though not of best quality. This i in some arenaceous. The latter very pure character’s which we facetiously call California

ruction of lives and property to 860 were apparently avoided at into Salt Lake from the west s have chased all the men from and Carson Valley.” (Bloss,

is trip on which he had found urned he noted:

iamond Springs) where several d we stayed there several days ne mail line.” (Driggs, 1935)

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ndian troubles, when Roberts

40 Today the site of the old Pony Express station sits on private land owned by Olive Thompson. The limestone slab section of the original Pony Express station that Edna Patterson spoke of in her narrative is still partially standing among large cottonwoods at the mouth of Telegraph Canyon. Diamond Springs, overgrown with cat tail and salt grass, is located in the meadow nearby. There is another stone dugout among the trees, but no one knows how long it has been there. The structures are visible from the country road on the west side of the Diamond Mountains. There is a brass Pony Express centennial plaque mounted in a stone and concrete monument near the ranch house just one mile south of the actual station site.

Jacob's Well

Jacob's Well is one of the original Pony Express Stations. However, it was built in 1860, seven months after the arrival of Sir Richard Burton. On October 25, 1845, as he passed through the

"After surmounting the raw and dreary plain, we went northward to the Humboldt rivulet."

W.H. Streeper in his book *Diamond Springs* noted: "On the way to Ruby Valley, where I had the Jacob's Well Station which served Diamond Springs and Ruby Valley."

Edna B. Patterson said in 1960 in the *Nevada State*

"There was one station which lies in the valley between Diamond Springs and Ruby Valley. The sagebrush was dry and dead for ten or twelve miles, so a little well was dug. It was built by men under the direction of who had been charged with the job. It was also dug to supply water for the name of Jacob's Well."

"Today nothing remains of it. It has long since caved in with the brush. It comes anymore, but Jacob's Well. It not only was a change station for the Pony Express Line, but it later served the miners of Pine Mines."

"Again at Jacob's Well Station, the Pony Express. In two miles it crossed the brush valley, over the Overland Stage to the Ruby Valley Station."

Jacob's Well may have been one of the Pony Express, but it is likely that it was through here. The new stage route came to its demise and continued to

After the Pony Express, Bolivar Roberts left for other activities. Accounts of his life after this are not readily available in the literature. (Floyd, 1958)

Major Howard Egan

“Howard Egan was born in Kings County, Ireland, June 15, 1815. About 1823 his family migrated to New England, where, in 1838, he married Miss Tamson Parshley and settled in Salem, Massachusetts. As Mormon converts, they moved to Nauvoo, Illinois, with their two sons, Howard Ransom and Richard Erasters. Egan was made a major in the Nauvoo Legion. In 1847 he was a member of Brigham Young’s Pioneer Party to Utah. In 1855, he led a party to explore the ‘Egan Trail’ to California. As a cattle buyer, rancher, storekeeper at Ruby Valley, and boss for part of the Chorpenning mail and stage outfit west from Salt Lake City, he was a natural choice to head the Pony Express division from Salt Lake to Robert’s Creek.” (Floyd, 1958)

Egan kept a diary which includes many tales of his adventures during his life. He was a rider for the Express when the situation necessitated and made many references to these experiences.

After the Indians had destroyed much of the line in the spring of 1860, it was Major Egan’s job to travel the route, restock, repair and replenish the stations, and assign new men to the stations where keepers were killed.

When Pony operations were running normally he still rode his division of the line and saw to it supplies were delivered, men were paid and law and order was maintained.

After the ponies quit running, his interests centered on his ranch at Deep Creek and on his appointment in 1862 as Deputy Clerk for the United States Third Judicial Court of Utah. He died in Salt Lake City on March 1, 1878, and was buried there. (Floyd, 1958)



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EXHIBIT 164

Reproduction of Thompson and West's



AND BIOGRAPHICAL SKETCHES OF ITS
PROMINENT MEN AND PIONEERS



With Introduction by
DAVID F. MYRICK



Howell-North
Berkeley, California
1958

ACKNOWLEDGMENT

For their valuable assistance we are indebted to Mrs. William E. Haney, Mrs. Lucy Pearl Jones, Mr. Harold H. Jones, Mr. Harold Holmes, Nevada State Historical Society, The Library of the University of California at Los Angeles, University of Michigan, State Historical Society of Iowa, Illinois State Historical Library, California Historical Society, California State Library, Library of Congress and The Huntington Library for permission to quote from newspapers and letters, also to use the picture of T. H. Thompson from their collection of Thompson papers. Our thanks also to Dr. George P. Hammond, Director of the Bancroft Library of the University of California at Berkeley for the loan of valuable material used in the preparation of this 1958 edition and to Mr. Warren Howell of San Francisco for his general aid and counsel.

A TECHNICAL NOTE

The original edition of 1881 was done by letterpress from hand set types. Portraits incorporated in the text were woodcuts. Those appearing on a page alone were steel engravings. Illustrations of buildings and scenery were crayon lithographs. Reproduction of "The Territorial Enterprise" was done by an early photographic process.

This new edition was entirely done by photo-offset in a combination of line and halftone. The excellence of reproduction of the steel die engravings was achieved by use of the halftone screen and hand outlining. The signatures were added from line negatives.

Published 1958 by
Howell-North Books
1050 Parker Street, Berkeley, California 94710

Well known history is the land published. Their fame of Nevada county at by far the (900 pages) after, which work of the Angel. Well and its m been exten of publish of the state of Nevada ten in the in its field, Bancroft, referring to still used any other.

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In the of county W; Elliot Slocumb t costs, paid for a cash but somet sketches a history. So came a dr

was metal, and they exclaimed, "Eureka," locating their claims and organizing a district under that name, with G. T. Tannehill, as Recorder, locating at what is since called New York Cañon.

The ore taken to Austin proved to be valuable, being a combination of lead and silver, but not workable in the mills, and therefore not available but by smelting or some new process. The lead mines, as some called them, did not create the usual excitement attending new discoveries, and but few visited the new locality. The discoverers were without capital, and sought to sell, as they did not know how nor had they the means to develop their new property. In 1864 thirty, and in 1865 thirty-one claims were located; the next year but fifteen, then in 1867 but eleven, and in 1868 forty-three, which increased in 1869 to 354. There are now about 3,000 claims recorded, which, however, does not indicate that there are so many distinct mines or veins in the district.

Following the original locators came Alonzo Monroe, M. G. Clough and Owen Farrell, in 1865, who were led to the locality by an Indian; and who located the Buckeye and Champion mines on what is now known as Ruby Hill. In the meantime the first locators were seeking purchasers of their property, and were successful in disposing of it to a party of New York capitalists. In 1866 the purchasers of the original locations began operations, expending large sums of money, but through want of knowledge of the proper treatment of the ores failed in their efforts to work the property profitably.

This failure, and others following, dampened the prospects of the district, and it was not until 1869 that interest in its wealth was again aroused. In that year the "rush" to White Pine occurred, and as the excitement abated, people looked at the mines of Eureka. Monroe and a few others were there and the abandoned furnaces were standing in a dilapidated condition.

With this brief review of the general history we will return to particulars.

CREATION AND BOUNDARY.

The county of Eureka was created out of Lander, by an Act approved March 1, 1873, and its boundaries were described as follows: "Beginning at a point on the north boundary line of Lander County, equi-distant between the northeast and northwest corners of said Lander County; thence running due south from said initial point to the south boundary line of said Lander County; thence running east along said south boundary line of Lander County to the southeast corner of said Lander County; thence running north along the east boundary line of said Lander County to the northwest corner of White Pine County; thence running west along the south boundary line of Elko County to the southwest corner of said Elko County; thence running along the west boundary line of Elko County to the northeast corner of said Lander County; thence running west

along the north boundary line of said Lander County to the place of beginning." On February 16, 1875, an Act was passed over the Governor's veto ceding to Lander a triangular strip or piece from the southwest corner of Elko County, which included within its limits the mining district of Galena. By an Act, approved March 2, 1881, a small strip was added to the eastern boundary of Eureka County, being detached from White Pine County. It begins at a point where the eastern boundary of Eureka crosses the summit of the Diamond range of mountains, and extends northward along the summit of the mountains to the southern boundary of Elko County.

The Act creating the county, stipulated that Eureka County should pay one-half the public debt of Lander; fixed the seat of the new county at the town of Eureka, and named the first county officers.

ACTION OF COMMISSIONERS.

The first meeting of the County Commissioners took place at Eureka on March 20, 1873, Commissioners, D. H. Hall, E. E. Phillips and L. W. Cromer being present. F. H. Harmon presented his commission as County Clerk, and was recognized as such. William Arington presented a commission as County Commissioner, signed by the Governor, but the Board rejected him. The amount of the various bonds to be given by the county officials was then fixed upon, after which commissions were presented by District Attorney, G. W. Baker, and by T. C. Edwards as County Recorder. William M. Gates appeared as attorney for A. S. Campbell, and claimed for his client the office of County Recorder. The matter was spread upon the books without the recognition of either party by the Board. Later in the day Campbell was recognized. W. A. Edwards was appointed County Surveyor, and J. D. Sullivan was recognized as Sheriff, and L. P. Kelley as Superintendent of Schools. The Board then adjourned, but assembled again on the 21st. C. C. Wallace was recognized as County Assessor and W. A. Seaton as County Treasurer. Various gentlemen offered to furnish rooms for county seat purposes free, and their offers were taken under advisement. On March 22d the Board rejected the bond of William Head, who claimed to be County Superintendent of Schools, and declared the position already filled. On March 25th, Skating Rink Hall, on the southwest corner of Main and Bateman Streets, was accepted for county purposes, the property being presented to the Board by J. O. Darrow.

On April 8th the Board abolished Vanderbilt Township, which included all that part of the county lying south of a line running as a continuation west from the south line of Elko County. Palisade Township was created the same day, and Vanderbilt Township was re-established on the following day. It was abolished finally on October 23, 1876, and its territory made a part of Eureka Township, in accordance with a petition presented to that effect. The Act creating Eureka County and naming its

county officials before the first election, such a Monday in an election was due to the citizens, but the election was not in fact held. Many citizens signed it. On the 10th the Commission had been procured, but on May 10th the County Jail, the All were rejected new bids to be reconsidered the jail themselves. of the settlement the counties of Idaho, in response to the settlement of three-fifths township, Eureka visions of the Act enlarging the government of Nevada. This two miles in length, House, and one mile east of the same the County Commission per day each, when 16th Ruby Hill Township described as two and one mile in length this township was made a part of Eureka. Henry Mathey was pipes in Eureka, "unless gas works 1 time." In September created, and afterwards in all. In October \$20,000 were issued December \$17,347.00 indebtedness to Lander all been paid.

In 1875 the new Mineral Hill Township recently acquired frequently reconsidered township. In 1877 bonds to the amount 1879. In 1878 the County on account of Mineral Hill strip, a was created. In 1879 formally accepted, and to the amount of \$20 At present the County School Districts of Eu

EXHIBIT 165

**ANDREW D. CROFUT:
DIAMOND VALLEY DUST**

An Oral History Conducted by Mary Ellen Glass

University of Nevada Oral History Program

ANDREW D. CROFUT: DIAMOND VALLEY DUST

Interviewee: Andrew D. Crofut

Interviewed: 1969

Published: 1970

Interviewer: Mary Ellen Glass

UNOHP Catalog #036

Description

Andrew D. Crofut is a Nevadan in the true sense. What does this mean? Crofut was born in 1889 and grew up on a ranch in Diamond Valley at the juncture of Eureka and Elko counties. The ranch provides the focus for a major portion of this memoir. The daily activities encompassed all possible endeavors in a struggle to maintain the ranch and a growing family. The ranch, established by Isaac F. Crofut, with Andrew "Dan" Dibble carrying on after the former's death, supported cattle and horse raising operations, along with an adjunct hay business.

As he grew to manhood, Andrew Crofut and his parents realized the values of education, and all struggled to school the children of the family. Andrew Crofut went to school first in Diamond Valley and then in the town of Elko. He attended the University of Nevada, winning a scholarship the first year. Financial problems intruded, but he continued his education through correspondence, finally becoming a teacher, first in Diamond Valley and then in some of Nevada's small communities: Delaplain, Contact, Preston, and Carson City.

Mr. Crofut later turned to a new career in retailing in Carson City, Fallon, and Reno. He worked first for Safeway Stores and then for many years in the shipping department of the Reno Montgomery Ward store. He retired from Montgomery Ward in 1958. Crofut and his family built and repaired homes as an avocation, and took a number of trips.

Crofut told of his life and career in expansive detail. His chronicle is useful for historians of education, agriculture and business. In addition, a novelist interested in authentic western settings will find a wealth of descriptive material in Mr. Crofut's recounting of events in Diamond Valley.

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IKE CROFUT AND DAN DIBBLE: BACKGROUND, TRAVELS, EARLY LIFE IN DIAMOND VALLEY, NEVADA

Well, every life, of course, has a beginning and also, admittedly, a source, so every life story must have a beginning and a source. So I will start on my father's side, telling about his boyhood days.

Back in Bethel, Connecticut well over a hundred years ago, two boys played together. They were born near the sleepy little town of Bethel, and these two boys at the beginning were not friends until they became of teen age. It was perhaps the fact that one of the boy's father had a waterwheel which turned a grist mill—operated a grist mill which ground flour for the neighborhood—that brought the two boys together. One of the boys was Isaac Ferris Crofut, born April 15, 1843. The other was Andrew Comstock Dibble, born March 15, 1845.

Now, these two boys in later life became my father and my stepfather. They went to the same school and grew up together. In afteryears, when the Civil War broke out, my father, Isaac F. Crofut, had joined the Navy and went off to war in the service of his country.

My stepfather—the man who would become my stepfather—wanted to join the Army, but his father wouldn't hear of it because he said he was too young. He told him that when he became of age, if he still wanted to join the Army, why, he would consent. Anyway, he stayed at home and went to work as a hat finisher in Danbury.

When the war was finally over and Isaac Crofut came home, he was a hero, especially in the eyes of his old chum and pal. Isaac F. Crofut became known as "Ike" Crofut and was never referred to by the name of Isaac in later years. In fact, Andrew Dibble always called him "Ike," and Andrew Dibble himself became known as "Dan" Dibble, and was always known as Dan.

After the war was settled, the boys became interested in news that came from the West, especially Montana, where mining was very much in evidence at that time. Rich strikes were made in Montana and other western states, and the boys became more than interested in what was happening out there and finally decided to make a trip west to seek

adventure and fortune. The lure of the West is what called them.

They left Connecticut on June 10, 1867, and expected to be back within a year. In fact, they had promised their parents that at the end of the year, they would try every way to come back. But they never returned, even for a visit. And I'm a little bit afraid, from what I've heard, even the letters were few and far between.

Now, the two boys took the train from Bethel, Connecticut to New York, where they stayed over a day or two, and then took the boat on up to Albany, and from there the Erie Canal boat over to Buffalo. En route, they stayed a few days with some relatives at Syracuse, New York. From Buffalo, they went to the Niagara Falls, crossed the falls on a suspension bridge below the falls, and then proceeded on across to Lake Michigan and across Lake Michigan by boat to Milwaukee, Wisconsin.

There, it seemed that their money, or finances, were becoming a little short, and they were looking for some way to replenish them. In doing so, they happened to be at a restaurant one evening and found out that the restaurant owner was wanting to sell. So a deal was made whereby they purchased the restaurant for a nominal sum, thinking to recoup their finances. But apparently, the owner knew that the terminal was going to be changed, the freight terminal. And when this happened, the restaurant was no longer a paying proposition, and they had to sell at a greatly reduced price. Then they were reduced to almost a minimum of finances.

So they took odds and ends of jobs in different occupations around Milwaukee for a time. And as my stepfather often told me, the sweetest music he ever heard seemed to be on the lake front when the Negro dock workers were singing at work, loading and unloading

the boats. He never forgot that music that he heard at that time. He said, "It floated out over the water and seemed to come in complete harmony."

Now, after a time, they left Milwaukee, determined to go to Chicago, where they thought they might be able to find employment for the winter. But there was no work in Chicago. And with their money about exhausted, they found their way down to the central part of Illinois, to neighboring farms. They each took a job on a farm for board and room for the winter. They worked there during the winter months until about April, without compensation other than board and room. And by the first of April, the farmers agreed to pay them eighteen dollars a month for their labor, ten hours to twelve hours a day, regular farm work, which was hard and long.

Then along about the first of June, or the middle of June, they decided they would go on, move. They had a little money saved up by that time, a few dollars, so they moved to St. Louis.

St. Louis at that time was the great gateway to the West, where outfitting was done for outfits moving west. They decided to move on up the river. They went to Kansas City, but didn't remain there long. From there, they went on to Fort Leavenworth, Kansas, Leavenworth first and then to the fort. They obtained work there, briefly.

Then they heard about a job as mule skinners. However, they had never seen a mule, but they decided to hire out as mule skinners, driving teams, to supply General Custer in the field. General Custer at that time was operating in Kansas, Nebraska, and Oklahoma, which was known as Indian Territory, because that was before it was a state.

So the job was offered; the government was fitting out fifty teams. Many teams had

been sent out before, but this was just a supplementary outfit that was going out to supply General Custer, out beyond the reach of the railroad. The railroad was building west at that time and had reached a location near the central part of Kansas. After a while, they were ready to go. It took them some time to prepare the teams for shipment, or for the trip. There were fifty teams of six mules apiece, each team pulling one wagon. The wagons were of the schooner type with bows and canvas to protect the loads. The loads that were hauled were principally grains and feeds and food supplies for the men in the field, also some ammunition and things of that type.

The outfit left Leavenworth along in the early fall and proceeded westward. There were no brakes on the wagons, so, in going downhill, they had to put on what they called a "rough lock."

And from Fort Leavenworth, they went to Topeka, and then to Fort Riley, past Abilene, Salina, Fort Harper, Fort Zarah, and headed south. They found the road at the beginning quite good, but as they proceeded farther on, the road became dusty and rutty. Of course, the roads were not maintained at that time.

Then as they left Fort Zarah and were about two days out of Fort Zarah, one morning, early, there was a dense fog that covered the landscape, and my stepfather, Andrew Dibble, fell back because one of the trace chains on the wagon broke, and he fell back while the others proceeded ahead. And about the time that he had the trace chain repaired, he heard a great commotion up ahead, and he sensed that there was an Indian attack. And he jumped on his wheeler, which was a mule, the near wheeler, and urged the team off at a run. The team, the mules, had perhaps heard Indian attacks before, so that they ran at full speed until they finally came within sight of the wagon teams bunched up

in the fog. And my father could see ahead, and saw that the Indian attack was from the other side at that time. However, they were coming around to his side. In a short time they would have circled the bunched-up wagon train. Well, he ran his team in among the others and was saved that way. But one of the drivers wasn't as lucky as he was. The Indians ran him out on the plain and shot him and scalped him and took the supplies, what he had in the wagon, and made off.

A little farther on, they encountered a buffalo migration near Fort Lamed. The buffalo came by the thousands. They were going south. Something must have frightened them. As a usual thing, buffalo don't travel on a lope or gallop; they usually go at a walking pace. But this migration was going on the gallop. They could see the dust off at quite a distance first, and then as they approached, why, it looked like a waving mass of animals coming. The wagon master ordered the teams to stop, because he knew that the buffalo, wherever the leader went, why, the rest would follow. So they finally passed without doing much damage and went on south down toward the river.

Then the train moved on towards Dodge City, which was not Dodge City at that time; it was Fort Dodge. Dodge City was not founded until a few years later, and it is near the city of Dodge City today. From Fort Dodge, they turned south to Camp Supply in Indian Territory, where they were supposed to leave their supplies for Custer, General Custer.

General Custer was operating at that time in Indian Territory. He had been ordered by "Little Phil" Sheridan to rescue two white women who had been captured by the renegade Indians under Chief Black Kettle. So when the supply train arrived in Camp Supply in Indian Territory, they unloaded most of the supplies there. But they were also

to take some supplies on down to Fort Cobb because that was where Custer was operating at last report. General Custer and "Little Phil" Sheridan returned triumphantly from the expedition a few days later when the supply train also came back to Fort Supply. And so my father and stepfather, Dibble and Crofut, witnessed his triumphant return with the women. He'd also captured two of the chiefs from the renegade Indians and were carrying them back to Fort Hayes.

So they proceeded on to Fort Hayes and the government supply train unloaded at Camp Supply. They also went back to Fort Hayes and took on a few supplies at Fort Hayes and then returned to Fort Leavenworth.

That was in the spring of 1868. For a time after that, Dibble and Crofut both worked as cowboys, or herdsmen, whatever you choose to call them, working for the government driving cattle from Abilene and Salina up into the Dakotas. There was no South and North Dakota at that time. It was all Dakota territory. The Indian agency was known as the Whetstone Indian Agency. They helped with three cattle drives, and one winter they spent in the lowlands along the Missouri River herding cattle for the Indians.

My stepfather always enjoyed telling about when they were herding cattle there. One day, there was a Sioux warrior came to the camp on his way south to steal horses from the Pawnees. The Pawnees were another tribe which was not as numerous as the Sioux. But they were quite a well known tribe at the time, too, and quite war-like, and war existed between the two tribes for many years. He came there and stayed overnight; he was in his war paint and had his war pony. And in the morning, he left, going on south, singing his war song. But he never returned, so they assumed the Pawnees got him before he had a chance to accomplish his mission.

They also said that the Sioux, becoming impatient, a good many times the warriors would come in to their herd and drive some of their steers, cut them out and take them back home without their permission, which was quite exasperating, but the Sioux were quite determined to have their way.

In the spring of 1871, quite early, they heard about a drive which was being organized to go to Salt Lake City to drive five thousand head of Texas steers to be delivered to the Mormon church in Salt Lake City. And one of their agents had come to Salina and purchased the five thousand head of Texas steers, which had previously been brought up along the Chisholm Trail to Salina.

So the boys talked it over together and finally decided that they would join up on the drive to Salt Lake City. They left sometime during the early summer, left Sauna with the cattle, and moved on towards Salt Lake City. On the route there, why, many of their horses became leg-weary and tired or crippled, had to be traded for other horses that were not nearly as good stock. But eventually, the drive was completed and they arrived in Salt Lake City quite late in the autumn of '71 and delivered the cattle to the Mormon church.

In Salt Lake City at the time was an agent for Wines and Montgomery of Ruby Valley, Nevada, who purchased some six hundred head of these same stock that was brought from Salina. And they engaged three of the men to drive them on to Ruby Valley. Two of these men were Crofut and Dibble, my father and stepfather in later years.

They herded the cattle one winter—fall and winter of '71 and '72, spring of '42, in the lowlands along the border of Utah and Nevada, then early in the spring of '72, started on their way to Ruby Valley. And as they crossed the plains going almost directly west, they could see the mountains in the distance.

The Ruby Mountains loomed up. They were still covered with snow at that time of the year. And as they drew closer and closer, why, they were glad to come to a place which looked like it was a place of civilization.

Reaching Ruby Valley, they herded the stock for the summer in Secret Canyon, or Secret Pass, where the grass, as my stepfather always told us, was belly high to a horse. In those times, there was no stock to eat the grass down, like there has been in recent years.

That fall, Andrew C. Dibble hired out to drive beef cattle from there on down to Pioche and Eureka, while Ike Crofut hired out to Pete Lovell as a telegraph line maintenance man operating between Ruby Valley and in the vicinity of Austin, Nevada, on the Overland telegraph line. Andrew Dibble continued with his work for several years. We'll hear about him a little later in the story.

Isaac Crofut's life as maintenance man from Ruby Valley to Austin led him by Diamond Station which was on the west side of the Diamond Range in central Nevada, which was the Old Overland Route of the Pony Express and also, the Overland Stages before that day. That gives you a little brief history of my father's and stepfather's background.

Now, on my maternal side of the family, I'll give you a brief outline also. It was probably about the year of 1864 that one Phillip Clark and his young friend, Joe Studer by name, left Iowa City for a trip to California to investigate the gold fields of that notable state. They rode on horseback, each riding a horse and had one pack animal which they led. This animal carried their bed and food supplies on the trip west. Now one of the stops they made was at Diamond Station on the west side of the Diamond Range. And they liked the place and laid over for a few days to rest their animals and then went on to California. But

they didn't make a fortune in California as they had hoped. And on their way back, they also stopped at Diamond Station for a day or two. Then they proceeded on to their home in Iowa City.

About ten years later, or about 1874, this same Phillip Clark married a widow by the name of Christine Dix who had three daughters by her former husband, George Dix, who died in the Civil War and was buried in the national cemetery at Chattanooga, Tennessee. He was my maternal grandfather. The daughters' names were Louise, Emma, and Lila Dix. The young companion on the trip to California was Joe Studer, as I mentioned. He later married Louise Dix, the oldest of the daughters. And the young couple fitted out a team and wagon and headed west overland.

Joe Studer hadn't forgotten Diamond Station, and he thought he would take his young bride there and make their home for a while, at least. So after perhaps close to a month of hard going over rough roads and during the summer heat and dust, they climbed the east side of the Diamond Range and dropped down into Diamond Valley, at Diamond Station.

Diamond Station had big springs; there were three large springs. The water ran out from the springs and down over the land which made meadowland down below. It was quite a captivating place, after having traveled across the desert lands for such a distance. : never knew for sure whether they rented the place, leased it, or whether they bought the place, but I doubt very much that they bought it because they weren't financially able to buy it. Anyway, they made it their home for several years.

In the year of 1877, along in the spring, Louise Dix Studer wrote home the news that a happy event was about to transpire along

time. So he met and married Lila Celia Dix in the year 1878, he the operator and Lila Celia Dix the one who had come to visit her sister at the time that the happy event was to transpire. To them were born George in 1879, Minnie in 1881, and Ollie in 1888.

Isaac F. Crofut, in his trips along the line as maintenance man, usually stopped for the night at Diamond Station. And there he met Emma Elizabeth Dix, the second of the sisters in age. They were married in 1879. And to them were born Fred in 1882, Grace in 1885, Andrew (myself) in 1889, and Ferris, Jr. in 1890.

✕ About that time a new telegraph line had been built along the present SP railway line, and there was no longer a need for the old line running across the central part of Nevada. So the line was discontinued and torn down. But the Cox family continued to live at the old Overland telegraph station.

During the interim, two rooms had been added to the original stone building that was used for the station, the telegraph station. One of the rooms was on the west, and the other on the north. These were quite substantial rooms and well built, warm in the winter and cool in the summer. They were used by the family principally for living rooms. The one on the west was used as a kitchen, and the one on the north was used as a living room. It had a quite a spacious fireplace and was very comfortable.

Anyway, Mr. Cox (of course, my uncle) fenced some more land, and they owned a few cattle and a few horses from which they eked out an existence or living for a few years until George became old enough to take over.

Ike Crofut and his bride settled on forty acres of land at Mud Springs which was three miles south of Diamond Station. They built a log cabin there, very crude in construction. They had earth floors, an old wood cook stove, and they got their water from a spring

which was there. Mud Springs was a "dinner station," a noon stop midway between the night stations of Box Springs and Diamond City. Mother used to serve hot lunches to the teamsters.

Now I'm going to let my brother tell of a little incident that occurred at that time [reading note by Ferris Crofut]:

Here at Mud Springs was the favorite watering place for a lot of the half-wild cattle that the ranchers had at that time. Mother had to dip a pail into the clean, clear water where it bubbled up and to get the water for the household use.

They had a dog named Bob, which was mostly English bulldog. He also went along to the spring as a rule with my mother.

One day, as Mother was returning to the cabin from the spring, she heard a noise behind her. And turning around, she saw a wild cow bearing down upon her. She was so frightened she couldn't move. She stood stark still. When the cow got to within about ten feet, old Bob took over. He jumped up and grabbed the cow by the nose and held on until Mother got safely in the house.

But for Bob, this story might never have been told.

As I said, the house, or cabin, had a dirt floor. Mother used to keep the floor sprinkled to keep it damp so that it wouldn't be dusty. She perhaps had a throw rug or two, but I'm not sure about that. She also sprinkled the floor with sand occasionally to keep the dust down.

The cabin was not very substantial; it was laid right on the ground with nothing

under it. However, within a few years it was moved away, because about the year 1881, my folks bought a place at Box Springs, which was seven miles north of Diamond Station. They bought the place from Nels Ouderkirke who had owned it for a number of years and operated it as a station and also raised a few cattle and horses. And my folks bought the station, the ranch, and the stock, complete.

It consisted of three log rooms, quite well built of logs which were hewn and well fitted. Ouderkirke had built a large living room just to the north, which connected to the log house. This was about fourteen or sixteen by eighteen feet. It was made like a stockade. It had been homesteaded land and consisted of about a hundred acres of meadow and pastureland. There was also a spring just below the house. At this place, we children were all born—Fred in 1882, Grace in '85, I in '89, and Ferris in '90.

The house consisted of dirt roof, chinked sides; and then the sides, after being chinked, were daubed with mud to keep the cold out. The fireplace—there was a large fireplace in the living room that had been built on. That was added about 1879. There was also a cellar dug on the east side of the kitchen which was separate from the house and about eight or ten feet distant. It was simply a hole in the ground about twelve by twelve feet and about five feet deep and logs laid around on the outside to a height of about two and a half feet, and then a dirt roof put on that, similar to the dirt roof that was put on the house. The roof on the house was built by—heavy timbers were laid across the log part or stockade. On top of that were laid cottonwood poles quite close together, and on top of that was laid cedar bark, which would not decay or rot. Under the cedar bark, I forgot to mention, was burlap. They put burlap bags to keep any dirt from sifting through the house.

There was an old stairway, direct stairway, going down into the cellar, that was just a sort of dirt ramp, or sloping entrance to the cellar, which sloped from the cellar door to the central part of the cellar. And my mother, in going up and down, or anyone else who wanted to go up and down, had to run down, it was so steep. And in coming back up, they had to go to the other—far east side of the cellar and take a run. I always wondered how Mother could carry that pan of milk up that runway. There were no steps.

In the cellar, there was a potato bin which was on the north side of the excavation, and then there was a large table in there, and there was shelving, and a rack for the pans of milk, and other racks for other commodities that we wanted to keep down there. It was fairly warm, but it could freeze in the wintertime. And in the summertime, it was not as cool as they would have liked it to be. In later years, my Father Dibble and Fred put a shade over the top of it to keep the heat of summer out.

The dirt on the roofs built up and built up. Each fall we had to, of course, haul more dirt to put on there because it would wash off during the summer and winter and spring and fall storms that came on, until in some places, the dirt would get a foot or a foot and a half deep.

My father was able to take care of the ranch, but he had ideas of improving it. And it was almost too much work, because we did have a lot of teamsters there all the time, coming and going. And taking care of the teams and one thing and another took a great deal of his time.

So in the fall of 1887, he wrote to Andrew C. Dibble, who was then in Butte, Montana. And I want to give you a little summary of what Andrew C. Dibble had done during the interim of time when we left him in Ruby Valley.

About 1876, he became tired of driving cattle from Ruby Valley down to the mining towns of Pioche and Eureka and other small mining towns in the vicinity. And he decided to go on another trip. He left Ruby Valley in the spring of 1876. He had purchased a wagon, a team, and had the wheels of the wagon set so that they would be in good condition for the trip. He proceeded on down to the Virgin and the Little Muddy Rivers. And coming to St. Thomas, he found it almost deserted, excepting for one man. It had been a Mormon community, but at that time, Brigham Young had called all these Mormons back to Utah, as he had done also here, at Genoa. So they had sold out to this one man; he bought it lock, stock, and barrel. So there was just the one man living there. Father Dibble stayed there for a few days and rested, then proceeded on down to the Colorado River, reaching there on the Fourth of July in the summer of 1876.

He crossed the river by a ferry boat. There was a ferry in operation at that time, Stone's Ferry. They loaded the wagon on the ferry and led the horses behind; the horses swam behind. And they crossed the river in that way.

And he proceeded on down to Prescott and then on to Phoenix. In Phoenix, he became ill with what he termed "fever and ague," which was malaria, as we know it today. He was very sick with this fever and ague, and water was not too good at that time. They didn't test water for germs or anything of that type, like they do today. So he vowed that if he ever got over this fever and ague, he would leave there and go to a cooler country.

Well, now, early in the fall, he was able to leave and proceed north. He eventually found his way to Denver, Colorado, where he remained for some months, working as a teamster and various other jobs. Then he heard about the excitements, gold and other excitements.

From Denver, he continued on over to Breckinridge and Leadville, which were booming towns; especially Leadville was booming at the time. And he remained in Leadville for approximately four years. They did some leasing. He had a partner, took a partner there, and they did some leasing and also drove teams, teamsters, and did other odd jobs at that time.

And then, he moved on to Virginia City, Montana. And after a year or so in Virginia City, moved on to Butte, where he spent a considerable length of time at Butte. He said that was the coldest place he had ever been. He experienced temperatures of sixty-five below zero there in Butte. And as he told it, why, they used to get up in the morning and wash their hands in the basin, open the door and throw the water in the air, and it was ice before it hit the ground.

Well, he and his partner at the time decided to go out on a little hunting expedition, probably about the year 1884. Accordingly, they rigged up a team, hired or borrowed a team, four-horse team, with a wagon with bows and covered with canvas, and went down to the Big Hole Basin, which is south of Butte, where they hunted for the fall and early winter months. It abounded in all kinds of game, especially deer and elk. And in a short length of time, they had killed enough game to fill their wagon clear up to the bows. As they killed the game, they would dress it—that is, take out the entrails—and hang the carcasses in the trees to freeze. They would freeze there, and, of course, remain in prime condition until they were ready to leave. After they had filled their wagon to the bows, they hitched the team back up and went back to Butte, where they sold the entire load to one of the large meat places there in Butte. And the owner said that was the finest load of game that he ever saw come

was in the Coeur d'Alene Valley. The Coeur d'Alene River drains practically all that area. So it was known as "the Coeur d'Alenes." Father Dibble always spoke of it as "packing into the Coeur d'Alenes," rather than into Eagle City and Murrayville. And for a long while, I thought he had packed into Coeur d'Alene itself, the town of Coeur d'Alene, but that was not the case.

On their return trip towards Butte, they swung around and came back toward the old trail. They saw there at the site of the old trail an ice wall, an ice wall still standing, which was the old trail. The other snow, which had not been packed, had melted away, and the old trail was still standing there, winding its way across the hills and down into the gulches and back up the other side, and on toward Murrayville. That was a magnificent scene. And this wall was solid ice. And on each side of the wall, occasionally, as he went along, he found where an animal, pack animal, had slipped off the ice trail during the winter and fallen down into the snow, floundered around, could not be gotten back, and had perished there in the snow. His bones were still left there.

So as I mentioned before, my father, Isaac Crofut, at Box Springs, had written to the old friend, Andrew Dibble, at Butte, and told him if he ever got tired of running around to come back there, because he had plenty of work. He wanted to improve the ranch, and he also wanted to add some rooms and do other work of improvement on the place.

So Andrew Dibble, known as Dan Dibble, decided that he had had enough running around and had gathered no moss. As he said, "A rolling stone gathers no moss." And he gave us that advice in after years. He said, "Settle down to one thing." He said, "I was a rolling stone for so many years and I gathered no moss." He said, "If you'll listen to what I have

to say, why, perhaps it might be of benefit to you in later years."

He arrived back in Diamond Valley in the year 1887, after having been in Butte and that vicinity for such a long time. He had driven teams there after he came back from his packing expedition into the Coeur d'Alenes.

Now, Father met him at the railroad station and brought him to Box Springs, where he went in with my father and [they] started repairing, building up the ranch.

They built on two rooms, a long kitchen about eighteen feet long and about ten feet wide running between the original building and the cellar and connecting up to each, so that there was no space between. That was how the steer was able to get up on the roof of the cellar and walk over to the main house. (I will tell about the steer in a moment.) They also built another bedroom just to the south of that. So now there were three bedrooms in the building, and it made it quite a comfortable home. During this time, a new stairway was built from the kitchen to the cellar and the old door and sloping descent removed. The stairs were hewn from pine logs.

The year 1889 soon came along after that—anyway, the hard winter, and it was a hard winter. The ranchers there had all had cattle, not very many, but some of the ranchers did have a great many cattle, too, like the Sadler ranch. But they had not depended on feeding cattle during the winter because their ranges were good in those days; there was plenty of feed on the outside, and people didn't bother about fencing their land either, because the cattle had always come through the winters in good shape. So early in the fall of 1889, snow began to fall, in early December or late November, and it grew deeper and deeper and drifted. It drifted over the fences and up against buildings and became so hard that the cattle could walk on top of the snow

drifts. And the cattle couldn't find any feed on the range because it was so deep. Especially cattle don't paw for feed like horses do, and they drifted around the ranches and died on the doorsteps or near the buildings—wherever they could find a little bit of shelter.

One night, as my mother always told us, in that same winter (I don't remember it because I was too young, being less than a year old), a steer walked on a snowdrift, a young steer, I think perhaps a two-year-old, or maybe only a yearling, walked on a snowdrift up onto the cellar, and from the cellar up onto the roof of the house. And walking around on the roof of the house, one hoof found a soft spot, and his leg came through the roof. And a shower of snow and dirt came down into the living room. My mother always pointed out the spot to us in later years, said, "That's where the steer's foot came through the roof in the winter, the hard winter."

After the snow went off in the spring, there were few cattle left. Father Crofut had only sixteen head of cattle left. Practically every morning they had to drag cattle away from around the house, drag them farther away out into the snow. So they had learned their lesson. All the ranchers of that valley decided that they would fence. So they began to fence more land and to irrigate it and to cut hay in preparation for any hard winter that might come.

My father raised horses and cattle for a living, perhaps about an equal number of each. And Uncle Elmer (uncle on my father's side, a brother of my father) shipped a colt from Kalamazoo, Michigan, shipped him by express to our place. I never knew what the express charges were, but they must have been quite a figure. Anyway, Uncle Elmer wanted to help to build up our herd of horses. He was a fine colt, but it was not a very profitable undertaking because "Kal," as we called him,

from Kalamazoo, where he originated, died when he was perhaps two years old. And we took him down, dragged him down below the field, below the meadow, onto a piece of meadowland below the lower fence. And we always knew that spot as "where Kal died."

In the fall of each year, all the ranchers gathered together and rounded up the horses that were on the range in order to work them, to brand and geld them, and otherwise take care of them, separate them out, some to break and some to ship. And a lot of them would gather horses [at] our place and put them in our large corral. The ranchers working together would then assemble there and work the horses. Our large corral, which was between the house and the barn (or stable, as we always called it) was filled with horses at that time. And there was plenty of noise. The mares were whinnying for their colts and calling for them; the colts would get lost in the milling around of the horses in the corrals.

They worked the horses in from the big corral into our other corral, which was the beef gallows corral, and from there worked the ones that they wanted to work immediately into what we called the round corral. The round corral was perhaps a hundred and twenty-five feet in diameter, and in the center was what we call a snubbing post, which was about five feet high and sunk in the ground about four feet and thoroughly, securely anchored with rocks tamped in around it.

Sometimes, the horses were worked by hand. In that case, the roper would rope a horse by the neck, snub him up to the snubbing post, and then they would get a rope around his front feet and pull him down, and do what was necessary. In other cases, which was mostly done, was the better, younger men would go in on horseback and get the horses to circling around the corral. There wouldn't be more than perhaps ten or twenty

RANCH LIFE IN DIAMOND VALLEY, 1889-1908

Well, my mother was grief-stricken at the loss of my father. She had four little children and didn't know what would ever happen or what she could do. Fred was eight, Grace was five, I myself was twenty-two months, and Ferris was only six weeks old. But Mr. Dibble took over, and he handled things in a very, very satisfactory way. He did everything for us the same way that our own father would have done. And he and my mother were married in Eureka on May 31, 1892, a year and a half after my father's death. I did not remember my father because I was only twenty-two months of age at the time.

Father Dibble was quite ingenious in making things out of nothing. He rigged up a blacksmith shop which was quite well filled with things that he needed to do the work on the ranch.

Now one of the most ingenious contraptions, or contrivances, that he built was a forge. We didn't have any regular bellows in those days, and he couldn't afford to buy one, of course. So he set up a post in the blacksmith shop, smoothed out one

end, one side, and drilled a hole through it, made a wheel which he called the "bellows wheel" out of boards. The bellows wheel was perhaps thirty-six inches in diameter. And the edge, the outer edge, was made concave by the fact that he beveled off the edges before he nailed them all together. Anyway, it was quite a wheel. This concave effect was for the purpose of a belt, which went around this bellows wheel and on down, and activated another wheel in a small box. The wheel was equipped with fans made from scrap coal oil can tin. When the wheel was operated, it would blow air up through a pipe to the forge itself. The forge consisted of an iron kettle with the bottom knocked out, set in, and rocks and dirt on the top. It was quite efficient, though. He could heat iron with the aid of charcoal, which they got from the pits in the mountains, the old pits that had been left there by the charcoal burners. And he could get this hot enough so he could weld (he knew how to weld) and shape his iron in most any way that he wanted with the anvil which he had.

Then he also—we didn't have a drill press, so we contrived a something which worked very well. He had over the work bench a one-by-four on a hinge, which projected out over the work bench, then another one at right angles which came down and crossed the first one in the middle, and there was a hole in each one which he slid a bolt through to hold them in that position. Then, under that, he would put his brace and drill, because the regular wood brace was all he had. And he'd put the drill in there, hang a weight of some type, usually a box of nails, on the outer end of the longer piece of one-by-four. So that way, there was perhaps forty or fifty pounds pressure on the drill. And by oiling the metal that he was drilling and turning the brace by hand, he was able to drill any material that he had to drill in making anything that was used on the ranch.

Well, Box Springs, our childhood home, was thirty-six miles north of Eureka on the east side of Diamond Valley. And it was originally conceived as a station, but as I said, the people who operated it before had cattle and a few horses. And when my father and mother bought it, why, they continued this operation as a station and also had the horses and cattle and a few more of each as time went by.

The teamsters hauled hay and grain and feeds of all kinds and other produce from ranches in Ruby Valley and Mound Valley to Eureka, and always came our way through Railroad Canyon. There was a large corral which was between the house and the stable, where it was always filled at night with the wagons and teams of horses that were coming and going on their way to and from Eureka. These teams operated usually through most of the year excepting during the spring when the roads were bad. They operated usually a part of the winter unless the snow got too bad and too deep.

The wagons had large wheels (most of the wagons [had] large wheels), especially the back wheels, or rear wheels, or hind wheels, as we always called them. The wheels on these wagons were at least six feet high, and the tires were four inches wide, and most of them were about an inch thick.

In the wintertime when the snow was on the ground, they could team perhaps better than they could most any [other] time of the year, especially if the ground was soft at all. But during the winter with the big teams, they could team in five or six inches of snow, and that was no drawback. But the weather was cold, which was no real drawback to them, either, because the ground was hard and the wagons ran easier than they would on a regular dirt road.

Ferris and I would get up in the morning, and then the teams would move out of the big corral, past the house, and on their way south, loaded with the grain for Eureka. These great wheels would creak in the snow and ice when the weather was really cold. Ferris and I would clear the frost off the window, the front door window, which was glass from about the central part up. We would scrape the frost off the glass and peer out at the teams going by. And I will never forget the noise that the wheels would make, creaking in the cold snow.

The team would go on out a little way, perhaps a few miles from the house, and then they would stop and oil the wheels. The wheels were oiled with castor oil. There was a hole drilled in the hub which went down through the hub in the wheel onto the axle. And, of course, the loads were too heavy; they couldn't take the wheel off and grease it like they did on small wagons, the small thimble-skein wagons, of three- or three-and-a-half-inch thimble-skein. The wheels were removed and axle grease was used as a

lubricant. The castor oil proved to be the best lubricant for these heavy wagons. In the real cold weather, the teamsters would have to warm their oil can by making a fire in a bush along the roadway and setting the can there to warm and thin down a little bit. Of course, the hole in the hub had to be pointed upwards in order to pour the oil down onto the axle. So they would have to perhaps move the team several times in order to lubricate the wheels on the wagons, because some holes would be up and some down.

The teamsters, as they would pass or were preparing their teams for the takeoff in the morning, would flail their arms in order to keep them warm, up and down and around their bodies, and we could see the frost hanging to their mustaches and beards as they passed going on down the road.

A little earlier than I can remember, ox teams used to haul the loads on wagons. But that was before our time; we don't remember the ox teams. However, Ferris and I often found shoes that had been thrown by the oxen on their way, been lost on the road. We would find them in the road or along the roadside. Of course, those shoes were different from regular horseshoes because they were made in halves in order to fit the cloven hoof of oxen. And there was also a thinner part which projected out from the rim of the shoe to protect the frog of the foot, which is not used on horseshoes. I don't know whatever happened to the shoes that we found. We had them there on the ranch for a long time, but perhaps they were left there when we left, also. There was an oxbow, too, also, in the old blacksmith shop which we often took down and admired.

My earlier recollections were of the teams strung out along the road. There were different lengths of teams according to the number of animals used. On the two-, four-,

and six-horse animals, there was a pair of lines to each pair of animals, so that a six-horse team, there were six lines that the driver had to manipulate in driving. That was no easy task, because to handle six lines in the cold weather, especially in using gloves to keep your hands warm, it was no easy task to handle the six lines. But it was done quite expertly by men who really were teamsters in those days. I marveled at the way they could handle those lines and keep them all taut at all times, and control each horse the way they wanted the horse to go.

They hauled, as I said, mostly grain and hay and feed for horses and cattle. They never hauled ore through there because ore was sent out on the railroad.

I want to give you a little story that my brother wrote. My brother, Ferris, now has been living in Albany, or near Albany, for over fifty years—Albany, New York. But he has never lost touch with the West. And his memory is very vivid; in fact he remembers a lot of things that I had forgotten, especially the details. I want to give you a little story of what he had to say. I wrote to him and told him that we were going to tell a little story of the old Diamond Valley days, so he sent a little contribution [reading]:

When the mines of Eureka were in their top production period, everything had to be done by horsepower. And horses had to eat, so there was a big demand for the hay and grain that was grown about seventy-five miles to the north of Eureka, in Mound Valley and Ruby Valley.

These teamsters who drove from six to fourteen head of horses and mules in a string of pairs were: Dave Crawford, Louis Benson, Sime

that was used for cramps or stomach ache, or anything of that type.

Mother always had a small bottle of paregoric. It could be bought at that time without a doctor's prescription. It was used principally for when we children were teething when we were quite small. She would rub a little on our gums to allay the inflammation and help in that way.

Garfield Tea was another preparation that was a concoction of different leaves—senna, and I don't know what else. It was used as a laxative, a mild laxative in cases where it was needed. But we didn't have to use it very often, thank goodness.

There were lurid advertisements, or advertisements in the papers of those days, telling about the curative powers of medicines that were to be had at that time. Among one of the first was Dr. Pierce's Golden Medical Discovery. It was supposed to be a cure-all for every disease of humanity. Lydia E. Pinkham's Vegetable Compound was a woman's medicine that was widely used. Kickapoo Indian Cough Syrup was another highly advertised medicine. And Kickapoo Indian Sagwa was a cure-all. Peruna was also a cure-all. Then there was Hostetter's Stomach Bitters for anyone who had upset stomach or had eaten too freely, or anything of that type. Beef, Iron, and Wine was used as a tonic. And there was Scott's Emulsion of Cod Liver Oil as well as dozens of other medicines. Some of them had a lot of curative power; others were simply valueless as far as medicine is concerned. But in all the papers, there were advertisements extolling the properties of the different medicines. There were no laws in those days that prohibited advertising or cut down the amount of advertising or the wording that might be used in advertising.

For coughs and colds, Mother always prepared onion syrup, which was made by

slicing up onions in a jar or a deep container, slicing them quite thin, then covering them with sugar. And the sugar gradually extracted the juice from the onions and made a syrup which she gave to us for our coughs whenever we had a coughing spell.

Then there was asafetida. "Asafedity" was a combination of oils or extracts from some plant, and it was used to ward off any diseases.

About that time, there was a smallpox scare in Eureka, and it was a dreaded disease at that time, because, while vaccination was practiced, it didn't seem to be too successful. When the scare came and we heard about it, Mother sent to Eureka to Snider's drugstore and had Mrs. Snider send out a package of asafetida. She made this asafetida into balls about the size of a small marble and tied it in muslin, little small muslin bags, attached with a string around our necks, and it hung inside our clothing. It was foul-smelling stuff. One whiff was supposed to knock over any bug that was in existence at the time. It must have [laughing] proved effective in our case, because we didn't get the smallpox. Perhaps we wouldn't have anyway. But we were sure it was the asafetida that kept it away.

Then each spring, we would have sassafras tea. She would always send to town and get some sassafras bark and make up sassafras tea. It was supposed to thin the blood that had become so thick during the winter that it couldn't flow freely in the springtime. And we had to have sassafras tea and things of that sort to thin the blood so we'd be in shape for summer.

Another preparation which was widely used was sulfur and molasses. My brother and I liked that sulfur and molasses, and we would eat much more of it than we should have if she didn't keep it out of our way. It was simply mixing molasses with the sulfur, about equal amounts, I guess, of each one to

make up a thick, gooey mess that really tasted pretty good.

And there was Indian tea that we used to gather. And we did drink Indian tea occasionally. Indian tea is a small bush which grows all through Nevada as far as I know, in different places. It has jointed stems and is of a light green color. There's some of it right out here around Lakeside Drive. At the lookout station, there's Indian tea bushes below the station, at the lookout, and up above the lookout also.

Allcock's Porous Plasters were used extensively in those times. Allcock's Porous Plasters were about eight inches or nine inches long and about five inches wide. They were perforated with small holes. The porous plaster itself was very similar to adhesive plaster that we have today, only, of course, they were made in these large pads. They were used principally for lame back. I remember very well, Father Dibble, seemed like he had to wear one of those Allcock's Porous Plasters on his back a great deal of the time. He couldn't have had anything very seriously wrong with him because he lived to an age of ninety-one. And he was really a vigorous man, too.

I remember very well asking Mother about what were the holes for in the Allcock's Porous Plasters. And she said, well, she guessed they were to let the pain and the ache out. So we assumed that was the reason why they were porous.

We always had an Ayers Almanac. Ayers Almanac was a little yellow pamphlet that was put out by the Ayers Medicine Company. And it had weather forecasts, and it also told of the moon's phases and also the times the sun rose and set. And it was our clock, you might say. My Father Dibble always set the clock by Ayers Almanac. He would note the sunset and would watch Roberts Creek Peak, and when the sun went off Roberts Creek Peak, well, that

would be the time the sun would set. And he would set the clock accordingly.

And there was a Firemen's Fund calendar which we always had in the house. He always got that from the express office in Eureka. Mr. Whitmore, I. C. C. Whitmore, was the agent up there, and he was the agent for Firemen's Fund also. And that's where my father used to get the calendars.

Father Dibble always said that he was a blue-bellied Yankee. We children, of course, were quite curious about why he was called a blue-bellied Yankee, and we wondered why this appellation should be given to the Yankees. I don't think we ever found out definitely, although we did try to make it our business to find out.

As I have told you before, our place was the Box Springs ranch, and the name Box Springs came from the fact that the original owners, perhaps before Nels Ouderkirke, had put a box, a wooden box, in the spring which was perhaps three hundred feet below the house, to the west of the house. That's where the water bubbled and gurgled up out. It was a cold spring, and lovely water. The box was put in there, no doubt, to keep the horses and other animals from trampling in the spring and filling it up. A great many springs were filled up that way, by animals coming to water and getting so close and gradually trampling the soil and sod into the spring itself and cutting off the flow of water. But it flowed out a nice little stream of water, a little sand in the bottom. The sand would rotate to the top and back down as the water came, bubbled out of the spring. Water ran on down then, below, for quite a distance. But when Father came, he and my stepfather got a slip, which was a scraper, with a team of horses, and scraped out a section of the water away below the spring and piled it up across the low place and made a dam. And that way, why, it served as

EXHIBIT 166

THERE AIN'T NO FENCES



MEMOIRS OF HAROLD JESSE JACOBSEN
A TRUE NEVADA COWBOY

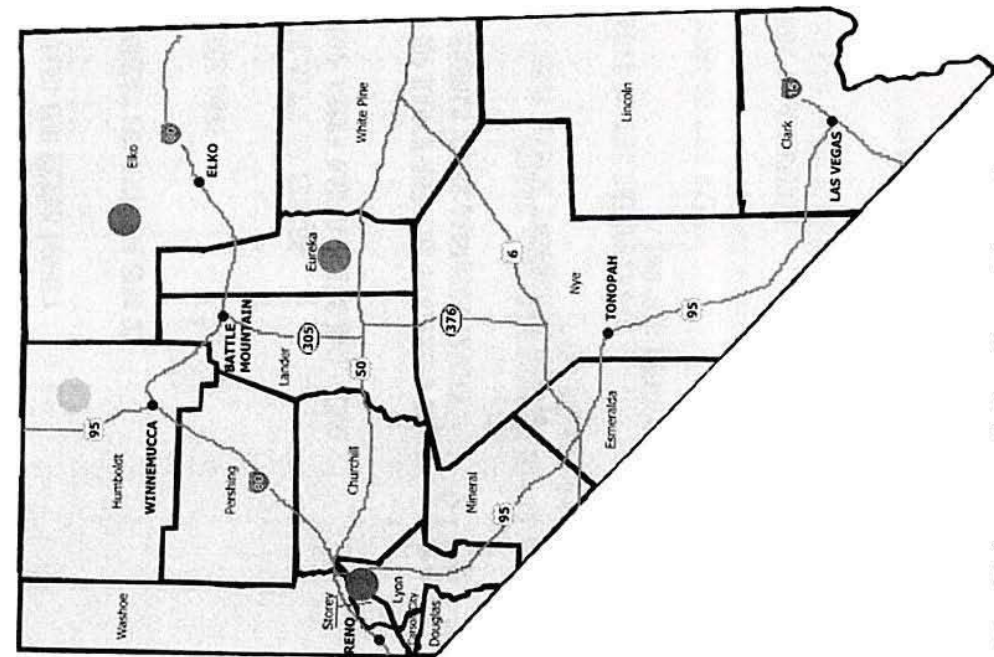
2400

THERE AIN'T NO FENCES

MEMOIRS OF HAROLD JESSE JACOBSEN
A TRUE NEVADA COWBOY

ON THE COVER: HAROLD ON HIS HORSE PAT, 1943

COMPILED AND EDITED BY CHERI JACOBSEN AND ARDIS JACOBSEN



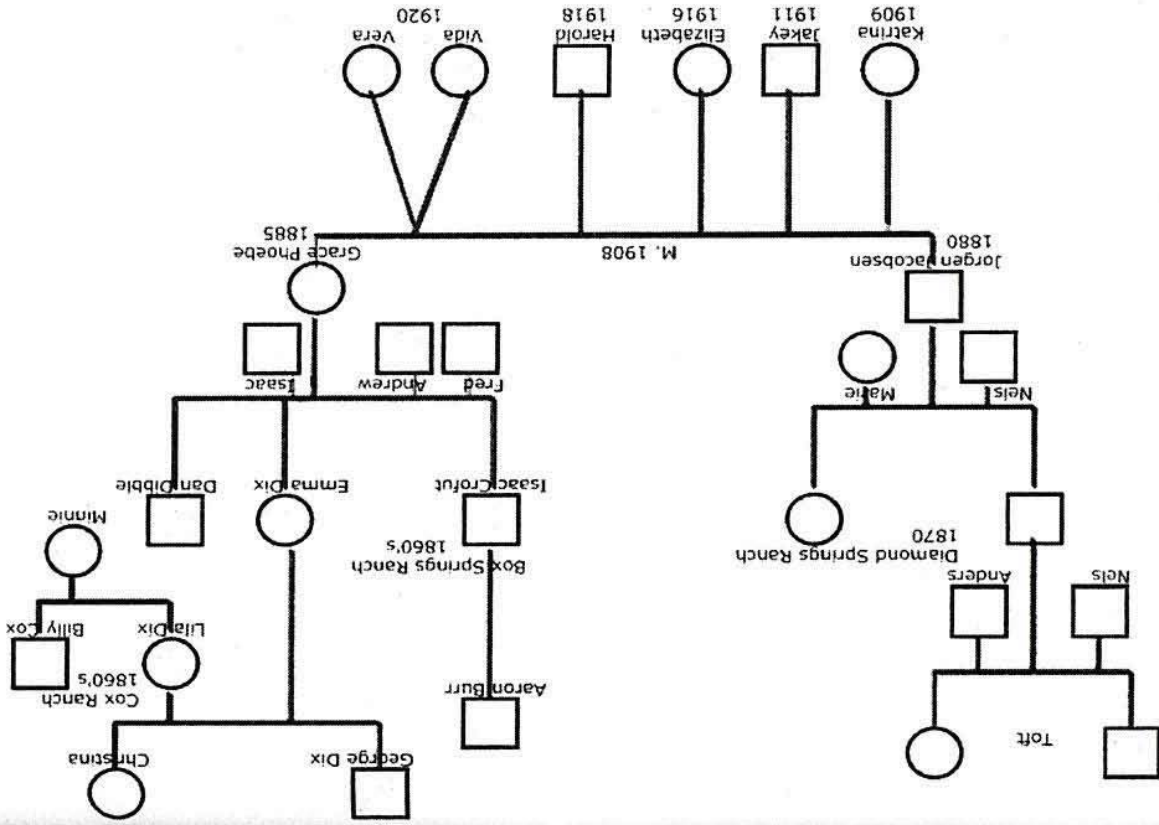
● Diamond Springs Ranch

● Willow Creek Ranch

● 102 Ranch

● Jack Creek Ranch

Genogram



A horse drawn wagon driven by an English speaking American took him to Charlie Hjul's store. At last he would be speaking to a Dane!

Mr. Hjul owned the Eureka Hardware Store, was the undertaker and was also a leading citizen. He arranged for Jorgen to get a ride on a freight wagon that would arrive at the Diamond Springs Ranch the next day. The wagon driver spoke no Danish so they had to communicate by actions and signs.

Jorgen couldn't believe what he saw. Rather than the lush green meadows he had imagined, he was greeted by an expanse of gray-green sagebrush that seemed to stretch forever. Eight horses, four more than he was used to, drew the wagon that plodded along a dusty, rutted road. What was his uncle thinking when he decided to make his home here? Young Jorgen knew for sure cows could never survive in such an arid, unkempt wild land.

Finally, he arrived at the ranch and was met by his Uncle Nels. His first question was, "What do the cows eat?" Looking back, I imagine he also wondered what he would eat. Now he knew he should have stayed in Denmark! But his uncle assured him he would soon grow to love Nevada and especially the Diamond Springs Ranch and all it had to offer.

When Jorgen awoke the next morning, he was pleasantly surprised to see there was indeed a beautiful ranch way out in the country. There were trees, a large pond and meadows that stretched out over a mile square. Perhaps he had made the right decision. Opportunity was here; he just had to find out what it was. And he did, beginning that very day. Uncle Nels took him along and explained how things worked.

His uncle gave him a gentle horse to ride and took him out to help move cattle. Though Jorgen came home sore and tired, he knew he would be going again the next morning so he didn't complain. Tomorrow came. That day they would be moving other cattle from a different area. There were no fences,

just streams and water hole areas where the cattle would stay for much of the year and graze.

In addition to the ranch, Uncle Nels also ran a freight station. The Diamond Springs Ranch was located on the Overland Trail that was used by emigrants making their way to California. There was an old fort at Diamond Springs constructed of rocks gathered from the area. There were holes in the rocks, presumably used as ways for the white people to shoot at the Indians, but now the holes had been enlarged so hay could be pushed through to feed the horses. Inside there were stalls for as many as 16 horses. The stalls were necessary because many of the freight wagons were powered by eight horses, and the converted fort, now a stable, was used by the teamsters when they stopped overnight.

On only the third day, he found himself getting used to the cowboy lifestyle. Life was great and so much better than being a tailor!

Jorgen Peter Jacobsen marveled and wondered about his uncle's way of life. How did he ever get so much land and so many horses, cows, pigs and sheep? Here was a green spot situated many miles from the nearest neighbor and even further from the busy mining town of Eureka.

Had he made a serious mistake leaving the beautiful lush green fields and pastures? Would he miss the dairy farm? In Denmark, the old country, the land was nearly flat and not far from the sea. It always rained and the fields yielded crops of grain, vegetables and orchards. Not so in this great new country where you had to make sure every drop of water was put to beneficial use at the only time it was available.

Back in Denmark, neighbors lived close by and exchanged help during the harvest season. Most work was done by hand. Horse drawn equipment included a wagon, plows and harrows. That was about all. I guess it is best described as a simple way of life.

Not so in Diamond Valley. Young Jorgen had much to learn. One of his first assignments was to learn how to handle a team of horses. Now this was no easy task for a young Danish farmer who had never been around that many horses so this alone was enough to scare him.

The day began by bringing in the horses and harnessing and hitching them to the wagon that would be loaded with heavy bales of hay to be hauled to Eureka. The day was a long one, but that was the way of life that Jorgen had chosen, and it would continue to be exciting.

He learned the main source of income was to supply baled hay to Eureka where it would be fed to the horses and mules used by the miners and other businesses. That was a great market as Eureka was a busy mining town with no end in sight. The miners and many others were producing valuable metals, silver, lead and copper. At that time, Eureka was the second largest city in Nevada after Virginia City and was indeed booming.

On his first hay-hauling trip from the ranch to Eureka, Jorgen started by helping the driver, but that was only for a trip or two. He learned quickly and was soon at home caring for, harnessing and driving the team of eight horses with its heavy load of hay to one of the Eureka livery stables 28 miles away. It was a two-day trip so the first night he stopped at the Cottonwood Station, about 20 miles away, where he cared for his team and ate with the family. He rolled out his bedroll and slept in the barn. The next morning he was up early feeding and harnessing his team so he could travel the remaining eight miles to Eureka in time to deliver the hay to the buyer where it would be weighed and unloaded.

Jorgen was a small man, five feet four and about 130 pounds, so managing those pressed hay bales wasn't easy for him. He had help loading the hay at the ranch and men at the livery stable did the unloading. He received a large check, paid



Jorgen Jacobsen driving a team of horses with hay to Eureka.

Uncle Nels is along the side

the bill at the Eureka Cash Store and deposited the rest in the Farmers and Merchants National Bank. On the third day Jorgen bought the necessary supplies for the ranch and the freight station so he would be ready to make the long trip back home. He had a lot of responsibility, but he was learning how to make the ranch pay off.

His team consisted of eight horses, one of which was a black horse named Pete. Pete was the lead horse and understood when a teamster pulled the "jerk line" and yelled "gee," he was to turn to the right and when the teamster pulled the "jerk line" and yelled "haw" he was to turn to the left. Years later, as a boy of ten, I used Pete to pull the single sulky rake and "clean up" the hay spilled around the stack or along the buck-rake trails. So I had an important assignment, and it made Pete feel useful in his retirement years.

With hay selling at \$20 a ton, it wasn't a good plan to use it to feed more cattle so in Jorgen's early years at Diamond Springs Ranch the big cash crop was baled hay. Later, as the ore ran out in Eureka and mines closed, the market fell off and cows became the cash crop.

Driving a freight wagon was just one of the many things Jorgen was to learn. He also learned how to run, catch and

100 miles from the farm where they raised their pigs so this meant they had to devise a way to get them there. There were no trucks or trains to transport the hogs, only wagons. The dilemma was "How would they get the swine in and out of the wagons?" There was just one solution – drive the pigs to market. That was the way they did it in Denmark. Why not Nevada?

There wasn't much feed for hogs between Ruby Valley and Eureka and there were stretches of ten miles or more without water. The land was mainly sagebrush with patches of grass dispersed about. The upper mountains were covered in juniper trees and pinion pines, but the hogs would be driven in the canyons and valleys below. But despite all the obstacles, Nels and Anders managed to take the pigs to market.

Details aren't available, but we do know they walked and guided the pigs over the Overland Trail. Their only aids were sharp sticks and a wagon that led the way and carried grain for the pigs' evening feedings. They got water from the small springs and creeks that dotted the valleys and hills. I imagine one of the brothers drove the team of horses pulling the wagon and the other one followed behind herding the pigs.

One of their overnight stops was at Diamond Springs, located 28 miles north of Eureka in Diamond Valley. A. M. Taft owned the ranch and wanted to retire. He offered to sell his holdings to Nels and Anders and agreed to take what the pigs would bring as a down payment. The trip would prove to bring a whole new adventure to Nels and Anders.

Three days later, the Toft brothers reached Eureka where they sold the pigs to the slaughterhouse that supplied Eureka's mines. They received a check, met with Mr. Taft and closed the deal. They were in business!

The Taft Ranch was now referred to as the Diamond Springs Ranch because of the bountiful springs that supplied water to the ranch and much of the surrounding area. The

Diamond Springs Ranch provided the backdrop for my early years and was the beginning of the Jacobsen Family History.

Anders died shortly after they acquired the ranch, but Nels continued to operate the ranch until his nephew (my father) Jorgen Jacobsen came over from Denmark in 1901 to be associated with him. Nels lived on the ranch until his death in 1923.

For many years Jorgen raised and baled hay to supply the Eureka livery stables with feed for teams of horses hauling supplies such as wheat from Jiggs and Lamoile in Elko County. My father Jorgen added to the holdings and finally sold the ranch in 1940.

break wild mustangs. Jorgen was elated when he caught a wild mustang, as he had never had a horse before. All of this was new to him, and he always said he was too busy learning and doing to think about life in the old country. He was a good listener and knew the way to learn was to watch what others were doing and to ask questions before trying to do things himself.

In Nevada, you had to brand and mark your calves so they could be easily identified when it was time to gather them off the open range and take them back to the ranch for the winter months. Just to be sure, the ears had a special mark that was made with a pocketknife. At the same time, the baby bull calves were castrated so they would grow up to be steers. Steers were generally fattened and butchered for the market. Young Jorgen learned all of this and much more. He knew one day he would take over the operation.

Jorgen soon adjusted to the sparseness of Nevada and quickly learned to range ranch. He continually looked for ways to make the ranch produce. While he continued to grow hay for the Eureka market, he began to build up a cattle herd so he would have two-year-old steers to sell to California feeder operations. He planted several acres of potatoes to sell in Eureka. Since he was going back and forth to Eureka, he bid on the mail carrying job and he had the "Star Routes" operation from Eureka to Davis Canyon, about a 41-mile stretch. An old German named Bauman lived in Davis Canyon with his goats and a white burro named Sailor. He was the Birch postmaster, and I have no idea how he survived. I remember that when Bauman died, my father acquired the 80 acres and Sailor.

Jorgen Peter Jacobsen, Danish Farmer, Tailor, Dairyman, Sheepman, Cattleman, County Commissioner, Mailman, Sheep Inspector . . . these are just some of the titles that he earned and lived. He left his Danish heritage behind and learned to love his new country.

GRACE CROFUT JACOBSEN FAMILY HISTORY

Who was Isaac Ferris Crofut? He was a grandson of Aaron Burr who tied in electoral votes with Thomas Jefferson in the 1800 Presidential election. The House of Representatives then voted on who was to be President, and Representative Alexander Hamilton cast the tie-breaker vote for Jefferson. In those days the one who ran second became Vice President. But that is another story and much has been written about Aaron Burr, the little Colonel from Connecticut, who shot Alexander Hamilton in our nation's most famous duel and who provides much of our country's early history. So what has that got to do with Isaac Crofut? Well, Isaac Crofut was my grandfather, and Aaron Burr was his grandfather so I, Harold, am a direct descendant of a Vice President of the United States four times removed!

The story of the Crofuts coming to Nevada began right after the Civil War, or at least that is all I know about it. There were two young men from Connecticut, Isaac Ferris Crofut and William "Billy" Cox, who had served as marines during the war. They heard about the West and the need for people who were skilled in telegraphy. I don't know how they came west, nor do I know why they chose Diamond Valley as their destination. I know that Billy Cox was a telegrapher and knew the SFB Morse Code. In those days, there was no wireless, only

telegraph lines. Isaac Crofut had the assignment of riding the lines and keeping them repaired. They settled at what was to become the Cox Ranch, one mile north of Diamond Springs.

Now we have Isaac Ferris Crofut in Nevada. He was single, and there weren't many eligible girls around. But, there were two sisters back in Iowa, Emma and Lila Dix, whose sister Nina had come to Nevada with her cowboy

husband. Their father George Dix had died at a young age leaving his widow Christina and the three girls. Emma was afflicted with asthma, and her doctor told her she should move to a drier climate. With no ties in Iowa, it seemed natural and right for mother and daughters to join Nina in Nevada. Rail tickets were acquired, and the move was made. They ended up on 40 acres at Mud Springs in Diamond Valley, just three miles from where Isaac Crofut and Billy Cox were stationed doing telegraphy work.

Now there were two girls for Billy and Isaac to court, so Emma Dix became Emma Crofut and Lila Dix became Lila Cox.

The Crofut family became ranchers at Box Springs Ranch when the need for telegraph lines ended with the advent

of wireless telegraphy and Isaac could no longer work as a line-man for the telegraph company. Isaac had a close friend from Texas, Andrew C. "Dan" Dibble, who came to Diamond Valley on a cattle drive. He was a cowboy who had been on several cattle drives from Texas to Montana to Nevada. When he reached Diamond Valley, he was ready to settle down. Together, they would take up homesteads and clear the land so they could produce feed for cattle in the winter months.

When the two took up their partnership, the valley was the way things had been for many years. The Native Americans or Indians had really lived off the land. There were deer and bighorn sheep and rabbits and squirrels, but no farmers or ranchers. They cleared the land at Box Springs and nearby Rock Creek and eventually brought the water from Davis Canyon over to the more fertile soil at Box Springs.

They raised enough hay to feed more than 100 cattle. There was a market for their beef in nearby Eureka, a bustling mining town. Who knows, they might have even produced hay to feed the mules and horses used by the Eureka citizens. The opportunity was there, and the land was unused at the base of Box Springs and Rock Canyon. They had some horses and a few cows. More importantly, they had the dream and willingness to go for it. And so they did. I don't have all the records, but I do know they built a working ranch.

THE COX RANCH

When my mother Grace's Uncle Billy Cox homesteaded 160 acres about one mile north of Diamond Springs, the Cox family also became ranchers. His wife Lila and their daughter Minnie raised a huge garden and had an asparagus patch that supplied the people in Eureka. They watered both from a well that was six feet deep with a path that led down to the water. I have a hard time believing that they watered those vegetables by carrying water in buckets up to the ground level and pouring



*Isaac and Emma Crofut
Wedding photo, around 1880*

the contents into the garden rows, but that's the story.

Aunt Lila and Minnie also made cheese and preserved meat as jerky and corned beef. Cabbage became sauerkraut and fruit and vegetables were canned. I guess I should tell you Aunt Lila was also the midwife who delivered local babies and was often called on to come by and nurse the ill.

The main thing I remember about Minnie was as a little girl she lost her left hand. Water was pumped from a spring about 300 feet from our house into nine wooden tanks. A contraption made of steel with a long tongue was pulled by a single horse or mule that circled the pump. One morning Minnie sat too close to the cogwheel and unfortunately put her hand in the way. Tragically, the cogwheel severed her hand just above the wrist. Her hand was buried in the graveyard across the road from our house.

THE BOX SPRINGS RANCH

I came from a family of pioneers. As it happened in those days, if you could stake out 160 acres and improve the property, it was yours. This was known as taking up a homestead. There were no patterns to look at, and many of the homesteaders failed to make the land productive, but not so for the Crofuts.

My grandparents' house was built from stones and logs. The inside was finished with boards and wallpaper. The barn was built out of logs, too, but there the logs were stood upright and tied together with telegraph wire. My grandfather and uncles cut the logs from juniper and pine trees. The cracks were filled with adobe or alkali mud. The only things made of lumber or boards were the doors.

The bunkhouse where my Uncle Fred Crofut stayed was a log cabin. Even the toilet was built out of logs. The fences were made from Juniper posts and barbed wire. Quaking aspen were used to make the gates and, as we called them, the

bars. The corrals were made of juniper pickets reinforced with aspen poles. The aspen wouldn't last long in the ground, but the poles were strong and flexible enough to tie the pickets together. There were no lumberyards. Sometimes the general store would acquire some lumber, but it was expensive and money



*The Crofut children, around 1892:
Fred age 9, Grace age 7, Isaac Ferris Jr. age 2,
and Andrew age 4*

was short. So they "made do" with what was available. In order to bring a flow of water from Davis Canyon, they had it laid out by survey and dug a ditch more than three miles long by hand. A hired hand, Gaetano Romandini, known as Pete, did

most of the digging. He earned \$1.00 per day.

To clear the land of sagebrush was another backbreaking task. The only tool they had was a mattock or grubbing hoe. The land was then plowed using horse drawn equipment. Finally, seed was planted, sprayed by hand and covered with a spike tooth harrow. One would have to see what was accomplished by hand to appreciate what they went through so they could "eke out a living."

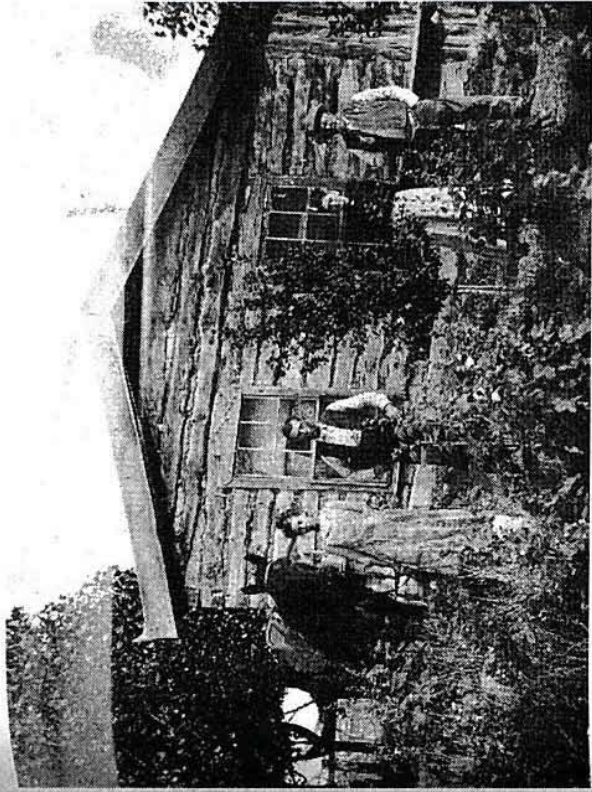
All of this was done in Diamond Valley at an elevation of well over 5,000 feet with a very short growing season and water that came from the runoff from the Diamond Mountains. That range only has live streams from April through June. That meant that every drop of water had to be used efficiently.

This all goes to prove determination and hard work can produce good results. My grandparents and their children made things happen. They didn't expect to or have luxuries, but they were very happy people. There were many other pioneer families who homesteaded ranches in Diamond Valley and other counties in eastern Nevada who experienced hardships. Most of those ranches are gone today.

Though my ancestors prospered, later owners weren't willing to take care of the land and improvements. All of the property my family worked so hard to improve has now reverted to native grasses and sagebrush. However, there are deep irrigation wells and other beautiful farms in the valley today because of available electricity and today's mechanized equipment.

Isaac and Emma Crofut had four children: Fred, Grace, Andrew and Isaac Ferris, Jr. My mother Grace entered the world on May 16, 1885, the second child in the family. Being an American even in 1885, Grace was a beautiful composition of German, Swedish and English.

When she was about six years old, Grace experienced the tragedy of her father's sudden death. He had traveled



Grace Crofut, Jorgen Jacobsen, Emma Dibble and Dan Dibble in front of the Old Pioneer House at the Box Springs Ranch, around 1906

to San Francisco to sell stock and had caught pneumonia. For years, Grace kept some paper dolls her father had given her under her bed.

My Grandmother Emma knew she needed a husband and father for her four young children so about a year later, she married Dan Dibble. That marriage lasted until Dan's death in May of 1936. Grandpa Dibble was the only Grandpa I ever knew.

The Dibble's lived an austere life in the wilds of Nevada. They made use of everything. Emma sewed clothing from flour sacks. Once she made a pinafore for Grace from a flour sack. This was Grace's first dress, and she wore it proudly for her first journey into the town of Eureka at the age of ten.

My mother's name was Grace Phoebe Crofut, and Grandpa Dibble affectionately called her Phoebe. Grace was petite and pretty.

JORGAN AND GRACE'S COURTSHIP AND MARRIAGE

When the young Danish immigrant Jorgen Jacobsen met the cute little teenager Grace Crofut, he immediately fell for her. She was 16, small and beautiful, and he courted her for seven years. They were engaged for two years. I have copies of the love letters sent by the mail carrier to her home at Box Springs seven miles away.

Jorgen had to wait seven years to become a US citizen before he could return to Denmark and not be drafted into the German Army.

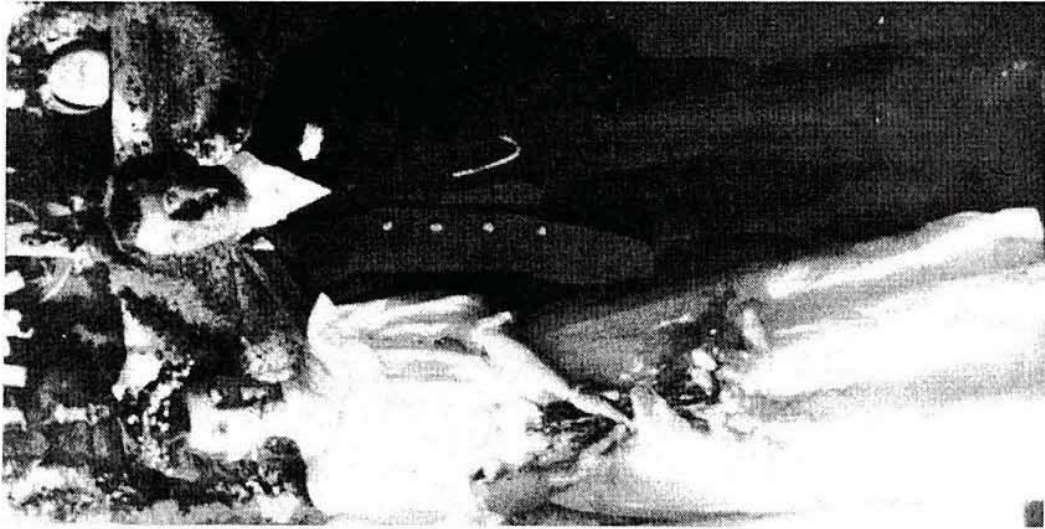
He and Grace planned to marry and then go to Denmark on their honeymoon. They married on March 7, 1907 when he was 27, and she was 22. They went to Denmark when Jorgen became a US citizen in 1908. Grace loved Denmark and during the six months they lived there learned enough Danish to converse with her new family. I still have the copy of the diary she wrote while on their trip.

Later, she taught us children the few Danish words we know. Father Jorgen, however, said he was an American and refused to teach us any Danish. Nevertheless, we did hear him converse in Danish with Danes who lived in our area.

That was the beginning of the Jorgen and Grace Jacobsen family. Katrina was born May 9, 1909. Lloyd "Jakey" was born May 1, 1911. Elizabeth was born September 9, 1916. Harold was born October 7, 1918. The twins Vera and Vida were born October 30, 1920.



*Grace Phoebe Crofut Jacobsen,
1907, Age 22*



*Jorgen and Grace Jacobsen's
wedding photo, March 7, 1907*

too much. I would ride a horse to town and take a clean shirt, shoes and pants in my saddlebag. The 28 miles would take about six hours. I saddled up Dick, bundled up in my sheepskin coat (my Christmas present), put on my mittens to keep my hands warm, tied on my goatskin chaps and headed for Eureka. I was sure my Grandmother, who was now alone, would be glad to see me and have a hot meal ready. I could take a bath in her round tub, put on clean clothes and go to the dance at Mike's new ballroom.

I would visit my friends, dance with Eureka's pretty girls, ride the fire engine and drink a beer or two. Not exactly in that order, but I knew I would have a festive evening, sleep at Grandma's house and return home on January 2, 1937.

What I didn't count on was a change in the weather. About half way to town, it started to snow. That was okay because when it snows, it's warmer. But when I was about ten miles from Eureka, the wind came up and the snow turned to sleet and started beating into my face. Then it froze. The further I went, the worse it got. Finally, I reached the top of the hill just a few miles from Eureka, and I realized my face was covered with ice. My fingers were cold even inside the mittens. I made a fist with my right hand to warm it up and then I changed and made a fist with my left hand, always inside the mittens of course.

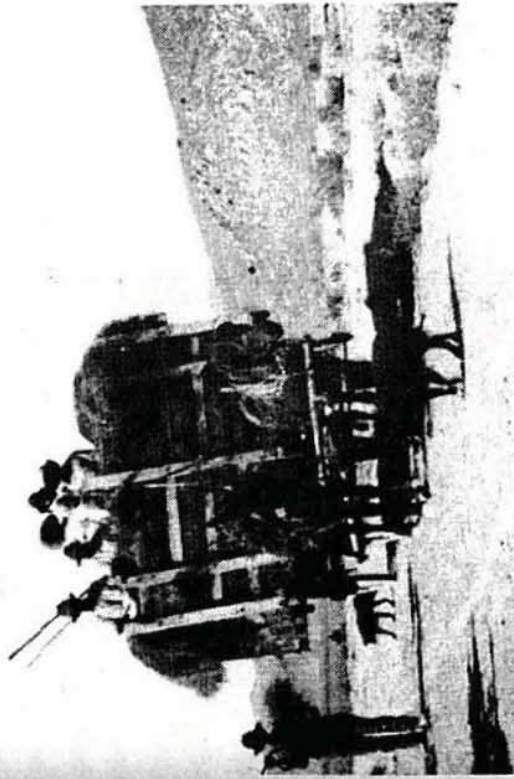
When I arrived in Eureka it was around 4 p.m. I was one cold young man. I put Dick in Frank Lewis' stable and went to my Grandma's house. She was happy to see me and fixed a great supper and heated water for my bath. By 8 p.m., I was all warmed up and ready to go to the dance. And, it was worth the long, cold ride. Everyone was happy. I got to dance with Eureka's pretty girls and at midnight, I was one of those privileged to ride on the fire truck through town. 1937 was here; I knew it was going to be a good year!

II

MAKING A LIVING ON THE RANCH

THE HAY PRESS

As with most Americans, my father was innovative. The main business was raising hay and processing it to be sold to the Eureka livery stables that supplied hay to the miners and business owners for horse feed and to the several people who had milk cows. The hay producing process was



The Jacobsen family hauling hay. Hired hand Old Pete is walking alongside.

long and tedious. My father said baled hay in Eureka fetched \$20 per ton when he first arrived in America! But let us see how it got there.

The meadows had been fenced and some seed had been planted, but most consisted of wild, native grass hay. The average acre produced one ton of grass hay. The hay was cut with horse drawn machines that had four-foot long sickles. It dried one day and then was raked into windrows and bunched with an eight-foot sulky rake, also horse-drawn. You are right - there were no gasoline engines, autos or tractors yet.

The next step was to pitch the bunches of hay onto hay wagons and haul it to the "hay corral," about one half mile from the house and farmstead. The hay was pitched into stacks. Finally someone invented the Derrick and Jackson Fork so the haystacks could be taller.

But, you still didn't have marketable hay. So the months of September, October and November were spent once again pitching the hay from the haystacks onto a wagon and hauling it to the hay press. Then the hay was pitched into the hay press, a contraption about two feet wide and four feet long and eight feet deep. It was designed much like the cotton press used in the southern states. The one at Diamond Springs Ranch was stationary and made from hardwood timbers that had been brought by freight from somewhere on the other side of the country, back east I was told. There were steel rods to hold it together. I know for sure it was sturdy and strong.

Two cogwheels mounted on an axle forced the heavy planks downward pressing the hay into the heavy box. Baling wire was poked through the special slots at the bottom of the box. When the hay was pressed into a bale, the haywire was inserted over the top again through the slots so the two ends could be brought together and securely twisted. Each bale was secured by three wires and weighed somewhere between 100 and 150 pounds.

There was a wheel on the side of the hay press. It was welded to the axle that turned the cogwheels pressing the hay into bales. A cable was wrapped around the wheel. A single horse was hitched to the end of the cable so he could turn the wheel by pulling and unwrapping the cable.

When my parents were first married, Mother's assignment was to lead the horse that pulled the cable that turned the wheel that turned the axle that forced the cogs that pushed the steel-braced timbers onto the hay so the bales were made. The grass hay bales were just what were needed for the market in Eureka. The prosperous mining town residents used many horses. This meant it was profitable to bale the hay and haul it to Eureka where it sold for \$20 per ton.

SHEEP

My father went into the sheep business in the 1920's. He always said he did so in self-defense.

Over the years and under President Teddy Roosevelt, the National Park System was created to encompass some of the most spectacular and fertile lands owned by the federal government. These lands included Yosemite and Yellowstone National Parks. However, there were still many acres of choice land that weren't under private ownership. Consequently, the National Forest System was created, and it was to be managed and maintained by the U. S. Department of Agriculture.

After these choice lands came under federal control, there remained all of the undesirable land, and much of it was available to those who wanted it. There were two industries that could and would use these lands. First, there was mining and prospecting, but the miners only wanted rich veins of ore and some quarries to obtain building materials from.

That left thousands of acres that could be used by the livestock ranchers. There were two major livestock growers, the sheepmen and the cattlemen. Most of the ranchers and

homesteaders in the west had cattle. They raised enough hay and grain to take care of the animals in the late fall, winter and early spring months. That left five to seven months when cows could be turned out on the open range, which, of course, was not under private ownership. This was referred to as a balanced cattle ranch.

Generally ranchers such as the Jacobsens raised as many cows as their land would support from October through April. The cattle were then turned out on nearby acreage for the balance of the year where they foraged for themselves. Cowboys packed salt to various spots called salt-licks. In the fall, they had a roundup and moved the cattle back on to private land.

That wasn't how it worked with other kinds of livestock, namely sheep. The sheep ranged in the Diamond Mountains and other high country for about six months of the year and then were taken south to lower altitudes. You could own a band of sheep and never own any land with the exception of areas around the springs and creeks.

A whole new kind of entrepreneur emerged. They were known as "tramp sheepherders." Over a period of 50 to 80 years, they became a large portion of the users of the grazing lands still under U.S. government ownership. As these "tramp sheepherders" began to emerge, my father entered the sheep business. As I said earlier, it was in self-defense.

He claimed he had the right to graze in all of the canyons next to our ranch. He wanted to operate the cattle ranch the same as it had been conducted for many years. He would use the mountain areas to run or graze the sheep in the spring and summer months and then send the sheep south to Nye County for the fall and winter months.

In order to do this, he had to make two major decisions and then follow through. The first decision required acquiring the water rights along the trail south and leases to property in the Duckwater, Current Creek and Round Valley areas of Nye

County about 200 miles south of the Diamond Springs ranch. He did this so he could control the range where the sheep would spend the winter.

The second decision was to find the best help to work and manage the sheep operation. He found the ideal man, Pete Etcheverry. Pete didn't have a lot of money, but he knew and understood how to operate the sheep business. Plus, he didn't require a large salary. He would take his pay in the form of part ownership of the sheep.

Father then sold some of his cattle and went to the local banker to get the rest of the money to buy a herd of sheep, consisting of 1,000 ewes and 50 bucks. He knew by saving the ewe lambs, he would have a 3,000 sheep herd in about five years. Pete Etcheverry would own about 20% and would make the operation work. Our sheep would graze the high country on the major portion of the west side of Diamond Valley, which covered about 20 miles. With this in mind and our own sheep to graze the border, we would have the control of the grazing land next to our ranch.

Pete proved to be the ideal partner. He was single, Basque and very ambitious. He was like an uncle to us kids. He always took an interest in what we were doing and we enjoyed his camp. I often ate with him. He used a lot of garlic in his mutton stew and his beans were delicious. When the Great Depression came, prices went to almost nothing. There was no local market for wool, and lambs sold for less than it cost to raise them. We didn't have money to pay the sheepherders so we gave them an interest in the sheep plus Levis, shoes and tobacco. President Roosevelt said it was over-production and some believed him. Father, on the other hand, called it under-consumption.

At one point, the government would buy cattle and sheep and destroy them. Cows were shot and buried. The real problem was people weren't buying anything but bare necessi-

EXHIBIT 167

From: **Ramona Morrison** rhmorrison@sbcglobal.net
Subject: Central Overland Route - Wikipedia, the free encyclopedia
Date: October 22, 2015 at 3:44 PM
To: georget@water4nv.com



https://en.wikipedia.org/wiki/Central_Overland_Route

Central Overland Route

The **Central Overland Route** (also known as the "Central Overland Trail", "Central Route", "Simpson's Route", or the "Egan Trail") was a transportation route from [Salt Lake City, Utah](#) south of the [Great Salt Lake](#) through the mountains of central Nevada to [Carson City, Nevada](#). For a decade after 1859, until the [first Transcontinental Railroad](#) was completed in 1869, it served a vital role in the transport of emigrants, mail, freight, and passengers between [California](#), [Nevada](#), and [Utah](#).

History

The route was initially scouted in 1855 by Howard Egan, and used by him to drive livestock between [Salt Lake City](#) and California. The trail Egan used led straight through the high mountain ranges that most earlier explorers had worked so hard to avoid. Egan discovered that a series of mountain passes and mountain springs were aligned to allow an almost direct path across the middle of Utah and Nevada. The [Schell Creek Range](#) could be crossed at Schellbourne Pass, the [Cherry Creek Range](#) at Egan Canyon, the [Ruby Mountains](#) at Overland Pass, the [Diamond Mountains](#) at another Overland Pass, the [Toiyabe Range](#) at Emigrant Pass, and the [Desatoya Mountains](#) at Basque Summit (all of these place names came later). Although many smaller ranges and two large deserts also had to be traversed, the reduction in length over the 'standard' [California Trail](#) route along the [Humboldt River](#) by about 280 miles (450 km) made this route about two weeks faster for emigrants getting to (or from) California. After it was developed many California emigrants and returning emigrants used this route.

Improvement

The Central Route in Utah

In 1858, hearing of Egan's Trail, the U.S. Army sent an expedition led by Captain [James H. Simpson](#) to survey it for a military road to get supplies to the Army's [Camp Floyd](#) in Utah. Simpson came back with a surveyed route that was about 280 miles (450 km) shorter than the 'standard' [California Trail](#) route along the [Humboldt River](#). The Army then improved the trail and springs for use by wagons and [stagecoaches](#) in 1859 and 1860. When the approaching [American Civil War](#) closed the heavily subsidized [Butterfield Overland Mail](#) south western route to California along the [Gila River](#), [George Chorpenning](#) immediately realized

the value of this more direct route, and shifted his existing mail and passenger line from the "Northern Humboldt Route" along the [Humboldt River](#). In 1861 [John Butterfield](#), who since 1858 had been using the [Butterfield Overland Mail](#) route through the deserts of the American Southwest, also switched to the Central Route to avoid possible hostilities during the [American Civil War](#). The various stage lines, by traveling day and night and changing their teams at about 10 miles (16 km) to 20 miles (32 km) intervals, could get light freight, passengers, and mail to or from [Missouri River](#) towns to California in about 25–28 days. [Gold](#) and [Silver](#) mined in California and Nevada was often part of the cargo going east as the Civil War consumed vast sums of money. Nearly all stage lines were heavily subsidized to carry the mail. After the [American Civil War](#), [Wells Fargo & Co.](#) absorbed the Butterfield stage lines and ran stage coaches and freight wagons along the Central Route as well as developing the first agriculture in the [Ruby Valley](#) in Nevada to help support their livestock.

The Army established Fort Ruby at the southern end of [Ruby Valley](#) in Nevada to protect travelers against marauding Indians along the road. The Army abandoned Camp Floyd in 1860 as the soldiers were reassigned back east to fight the [Civil War](#)—many deserted to fight for the south^{[[citation needed](#)]}.

In 1860, [William Russell's Pony Express](#) used this route across Utah and Nevada for part of their fast 10 day mail delivery from [St. Joseph, Missouri](#) to [Sacramento, California](#). In 1861, soon after the completion of the [First Transcontinental Telegraph](#), the Pony Express was discontinued as the Transcontinental Telegraph now could provide quicker and cheaper communication from the East to the West.

Telegraph

Under pressure and subsidies from the U.S. Congress to establish rapid east-west communication in 1860 [Hiram Sibley](#), the president of the [Western Union](#) Company, formed a consortium between [Western Union](#) and the telegraph companies in California to construct the [First Transcontinental Telegraph](#). The telegraph line was authorized and subsidized by the U.S. Congress and went from [Omaha, Nebraska](#) to [Carson City, Nevada](#). The newly consolidated Overland Telegraph Company of California, which had already built a telegraph line to Carson City, would build the line eastward from Carson City using the newly developed Central Route through Nevada and Utah. At the same time, the [Pacific Telegraph Company](#) of Nebraska was formed by Sibley. It would construct a line westward from [Omaha, Nebraska](#) along the eastern part of the [California](#) and [Oregon Trails](#). The lines would meet at a station in [Salt Lake City, Utah](#).

The Central Route in Nevada

Telegraph lines, insulators (shipped around [Cape Horn](#) to California) and telegraph poles for the line were collected in late 1860, and rapid construction proceeded during the second half of 1861. Major problems were encountered in finding telegraph poles on the treeless plains of the Midwest and the nearly treeless deserts of the [Great Basin](#). The telegraph line from Omaha reached Salt Lake City on October 18, 1861, and the line from Carson City to Salt Lake City was completed on October 24, 1861—about a year ahead of predictions.

Several accounts of travel along the Central Route have been published. In July 1859 [Horace Greeley](#) made the trip, at a time when Chorpenny was using only the eastern segment (they reconnected with the [Humboldt River trail](#) near present-day [Beowawe](#)). Greeley published his detailed observations in his 1860 book "An Overland Journey from New York to San Francisco".^[1] In October 1860 the English explorer [Richard Burton](#) traveled the entire route at a time when the Pony Express was operating. He gave detailed descriptions of each of the way stations in his 1861 book *The City of the Saints, Across the Rocky Mountains to California*. In the summer of 1861 Samuel Clemens (who only later used the pen name [Mark Twain](#)) traveled the route with his brother Orion on their way to Nevada's new territorial capital in [Carson City](#), but provided only sparse descriptions of the road in his 1872 book *Roughing It*.

In 1869 the [First Transcontinental Railroad](#) was completed using the more level route along the [Humboldt River](#) to the north—along much of the original [California Trail](#) route. Alongside the railroad a telegraph line was also constructed where it was easier to maintain and supply operators, relay stations, *etc.* The Central Route was now obsolete for the telegraph. After 1869 the stage and freight lines traffic was now carried cheaper and faster on the railroad. The stage and telegraph relay stations were abandoned, and the soldiers at Fort Ruby were transferred north to Fort Halleck to protect the railroad.

References

Further reading

- "An Overland Journey from New York to San Francisco", by Horace Greeley (1860). Chapter XXV available at [\[2\]](#)
- "The City of the Saints, Across the Rocky Mountains to California" by Richard Burton (1861). Available at [\[3\]](#)
- "Roughing It" (Chapter 20), by Mark Twain (1872). Chapter XX available at [\[4\]](#)
- "The Overland Mail", by [Leroy R. Hafen](#) (1929). A detailed account of the various mail lines.
- [Bureau of Land Management \(BLM\) Pony Express Map](#) accessed 2 Jan 2011
- Patterson, Eda; Ulph, Louise and Goodwin, Victor; "Nevada's Northeast Frontier", Univ of Nevada (July 1991), [ISBN 978-0-87417-171-6](#)

Ramona Morrison

rhmorrison@sbcglobal.net

775.722.2517

EXHIBIT 168

Survey No. 201.

A SURVEY 201

LANDER CO

12/29/1863



grass
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H. J.
Noyes.

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Rasmus Sampson

Description and Plat of land lying on High Overland Mail Road in Ruby Valley in Lander Co. Nevada Territory;

Surveyed for J. C. Bateman, L. Wines, H. Logan, Saml. Woodward and C. A. Griseold. By E. H. Griswold Deputy Co. Surveyor.

Dec. 19th 1863

Chainmen, John Stanley and W. Somers

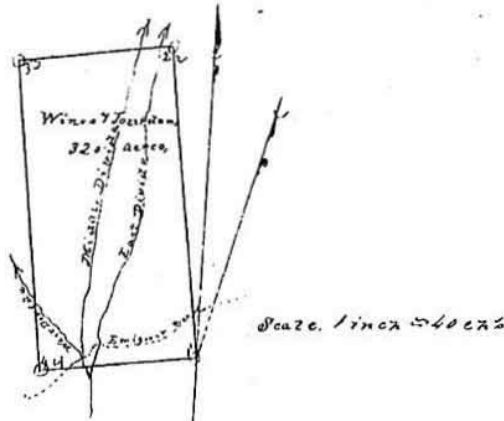
Bearings expressed from True Meridian. Variation Station No. 1. 15° E.

Beginning at a cedar stake in sage brush flat North of Overland road and N. E. of Overland station and running,

- 1. N. 80° W. 26.50 chains to creek crossing creek
80.00 chains, to cedar stake at most Northern corner; thence
- 2. S. 10° W. 24.00 chains, to road leading from station to Fort Ruby, crossing road,
80.00 chains, to cedar stake at most Western corner thence
- 3. S. 80° E. 50.00 chains to Overland road, crossing road
80.00 chains to cedar stake, thence
- 4. N. 10° E. 60.00 chains to Overland road leading West, crossing road
80.00 chains to place of beginning.

Containing, 640. Acres.

Certify the above Description and Plat to be correct.
County Surveyor's office M. J. Noyes Co. Surveyor.
Austin Lander Co. N. T. By E. H. Griswold, Deputy.
Dec. 29th 1863.



Description and Plat of Survey of Land on Siville Creek, about 2 miles North of Brierwood and Stono Ranch, west of Ruby Valley Cuts, in Lander County, Nevada Territory. Surveyed for E. Wines and F. Founden, by S. F. Armstrong, Sept County Surveyor, Aug & 9th 1863.

Chairmen { J. Stone & C. A. Brierwood.
Bearings expressed from true Meridian Variation at Sta 1 is 15° 30' E.

Note

- Beginning at a Stake marked 1 notch, large Granite Boulder, ^{very} 32 1/4° W 8 chs, and running thence
1. N 7 1/4° W 80.00 chs to a Stake and Ground of Stones, thence
 2. S 82 1/4° W 40.00 chs to a Stake and Ground of Stones, thence
 3. S 7 1/4° E 80.00 chs to a Stake and Ground of Stones, thence
 4. N 7 1/4° E 40.00 chs to the place of beginning.

Containing 320. Acres

I certify the above Plat and Description to be correct

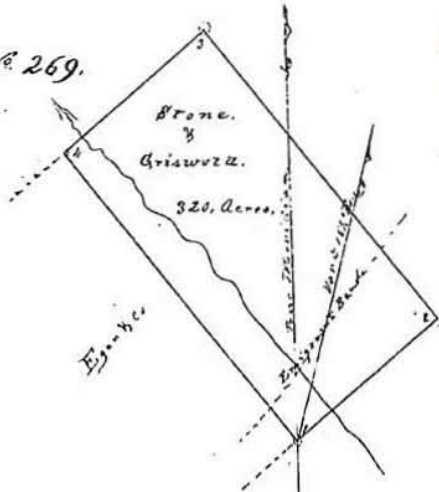
H. Tagliabue

Jacobs Springs,
Sept 15th 1863

Co Surveyor, Lander Co. N. V.,
per S. F. Armstrong
Sept.

Survey No. 269.

267
A SURVEY 285
9/14/1864
LANDER CO.



Scale 1 inch = 40 acres.

Description and Plot of Survey of Land in Mound Valley, West of Ruby Valley Range and North of Jacobs Wells Station on U.S. Mail road, about 40 miles, in Lander County, Nevada Territory.

Surveyed for J. Stone and G. A. Griswold, by S. J. Armstrong, Sept County Surveyor July 28th 1863.

Chainmen } J. Stone and G. A. Griswold,

Note

Bearings expressed from True Meridian Variation at Sta 1 = 15° 30' E.

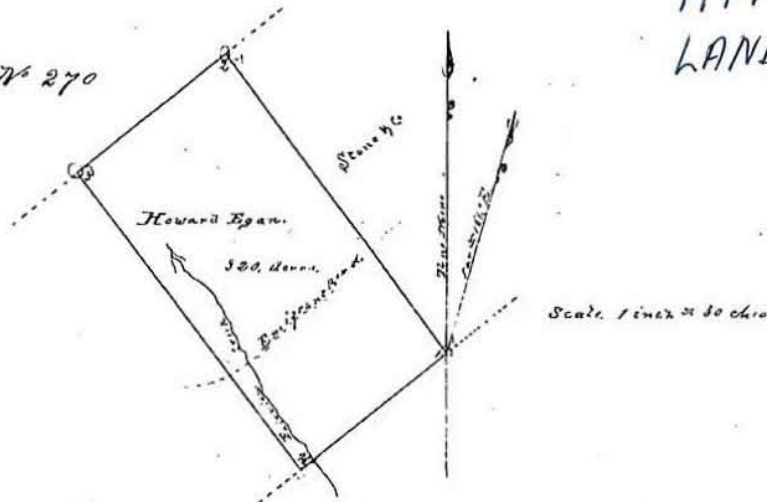
Beginning at a poplar stake about 3 chs south of Willow creek, a poplar tree 8 in dia bears N 40 1/2° E 2.07 chs, and running thence

1. N 52° E 40.00 chs to a stake whence Lone Cliff bears S 46° E. Thence
2. N 38° W 80.00 chs to a stake whence Lone cliff bears S 21 1/2° E. (crossing Emigrant road at 26.00 chs) thence
3. S 59° W 40.00 chs to a willow stake, (crossing creek at 33.5 chs) Lone cliff bears S 29 1/2° E thence
4. S 38° E 80.00 chs to the place of beginning, (Lone cliff bears S 26 1/2° E.)

Containing 320 Acres.

I certify the above Plot and Description to be correct
F. Tagliabue.

Jacobs Springs } County Surveyor, Lander County, N.T.
Sept 14th 1863 } per S. J. Armstrong. L.L.A.



Description and Plot of Survey of
Land on Fairview Creek in Mound Valley
West of Ruby Valley Mts. and S.W from and
adjoining J. Stone's survey in Lander County
Nevada Territory

Surveyed for Howard Egan
by P. T. Armstrong, Sept County Surveyor.
Aug 28th 1863.

Chainmen, J. Stone and G. A. Griswold.
Bearings expressed from true Meridian,
Variation at Sea 15° 30' E.

Note

- Beginning at a poplar stake and stone
whence a blazed poplar tree, bears N 40 1/2° E, 2.17 chs,
and lone cliff bears S 26 1/2° E, and running thence
1. N 38° W 80.00 chs to a stake about 6.00 chs west of creek, thence
 2. S 52° W 40.00 chs to a willow stake, thence
 3. S 38° E 80.00 chs to a mound of stone 3.50 chs S.W from Fairview creek, thence
 4. N 52° E 40.00 chs (crossing Fairview creek) to the place of
beginning,

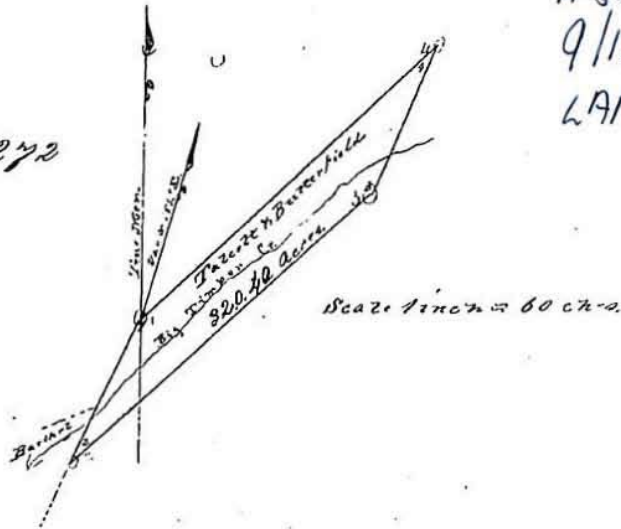
Containing 320. Acres
I certify the above Plot and Description
to be correct

of Tagliabue
Jacobus Sping *Jacobus Sping*
Sept 14th 1863 } County Surveyor, Lander Co N.V.
by P. T. Armstrong
Sept

288
282 12

A SURVEY 288
9/12/1863
LANDER CO.

Survey N^o 272



Description and Plat of Survey of Land on Big Timber creek, above and adjoining Michael Bartley, in Mound Valley, Lander County, Nevada Territory.

Surveyed for, W^m Talcott, and Henry Butterfield, by S. J. Armstrong Sept County Surveyor, Aug 29th 1863. Chainmen J. Stone and C. A. Griswold.

Notes.

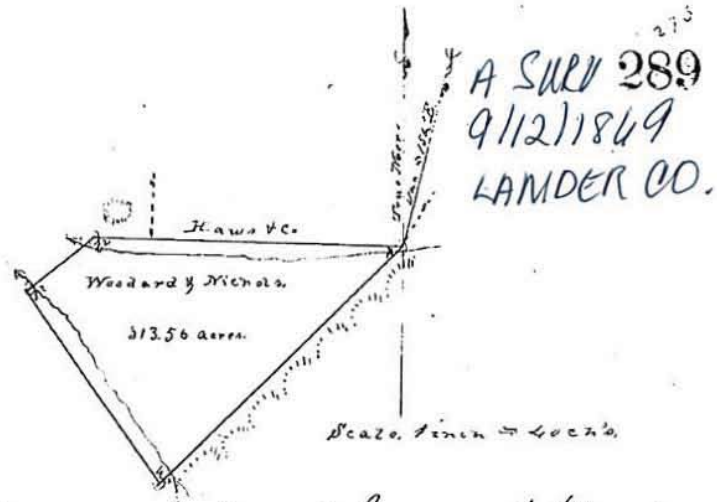
Bearings expressed from True Meridian. Variation at Sta 15° 30' E.

- Beginning at a Stake and mound of stone on bench North of creek, and running thence
1. S 24° W 60.00 chs to a Stake and mound of Stone, (at 50 chs a blazed Poplar tree North of creek is on line. Another 8 in dia bears S, 0.09 chs, thence
 2. N 48½° E 128.78 chs to a Stake and mound of Stone, thence
 3. N 24° E 60.00 chs to a Stake and mound of Stone, (at 10 chs set a Stake whence a blazed Poplar tree 8 in dia bears S 61° E, 4.55 chs) thence
 4. S 48½° W 128.78 chs to the place of beginning.
- Containing 320.42 acres

I certify the above Plat and Description to be correct.

Jacobo Skinner & H. Tagliabue
County Surveyor

Survey No 372.



Description and Plat of Survey of Land,
 South of and adjoining A. Hawz & Co. in Mound
 Valley, west of Ruby Valley Range, in Lander Coun-
 ty, Nevada Territory.

Surveyed for Samuel Woodward and
 Sabine Nichols, by S. J. Armstrong, Sept County
 Surveyor. Aug 29th 1863.

Chalrimen J. Stone and C. A. Griswold.

Note

Bearings expressed from true meridian.

Variation at Sto 1 = 15° 30' E.

Beginning at a Poplar stake at the S. E. cor-
 ner of A. Hawz, and running thence
 1. N 87 1/2° W 80.00 chs to a willow stake about 8 chs south
 of mound. thence

2. S 52° 52' W 22.33 chs to a willow stake. thence

3. S 34 1/2° E 60.00 chs to a willow stake not far from creek. thence

4. N 47° E 87.16 chs to the place of beginning

containing 313.56 acres.

I certify the above Plat and descrip-
 tion to be correct.

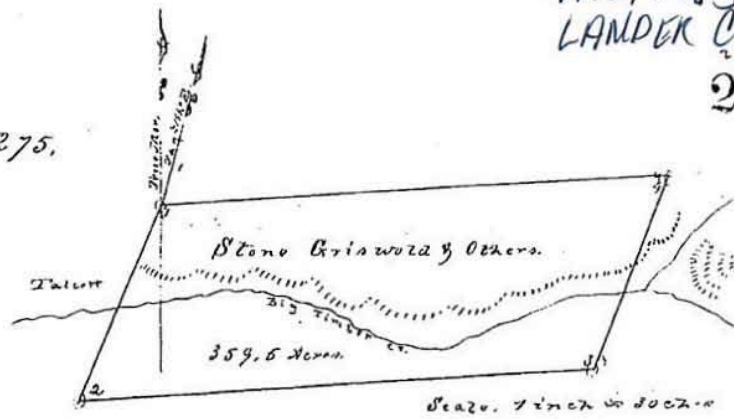
F. Tagliabue,
 County Surveyor,
 per S. J. Armstrong,
 Sept.

9/12/1863

LANDER CO.

291

Survey No. 275.



Description and Plat of Survey of Land above and adjoining Wm. Talcott and Henry Butterfield's survey, on Big Timber Creek, west of Baby Bully Range of Mts. in Lander County, Nevada Territory.

Surveyed for J. Stone,

G. A. Griswold, Samuel Woodward and Sabine Nichols, by S. J. Armstrong, Sept-County Surveyor. Aug 30th 1863.

Chasmen & J. Stone and G. A. Griswold
 Note - Bearings expressed from True Meridian.
 Variation at Sta 1 $\approx 15\frac{1}{2}^{\circ}$ E.

Beginning at a mound of Stone on bench North of Creek and running thence
 1. S 24th W 40.00 chs to a stake (at 20 chs set a stake near creek, whence a blazed Poplar bears S 61st E. 4.55 chs) thence

2. N 88th E 100.00 chs to a mound of stones, thence

3. N 24th E 40.00 chs to a mound of stones near cañon (at 20 chs blazed a Poplar tree 10 in dia north of creek about 0.40 chs.) thence

4. S 88th W 100.00 chs to the place of beginning
 containing 359.5 acres

I certify the above Plat and description to be correct.

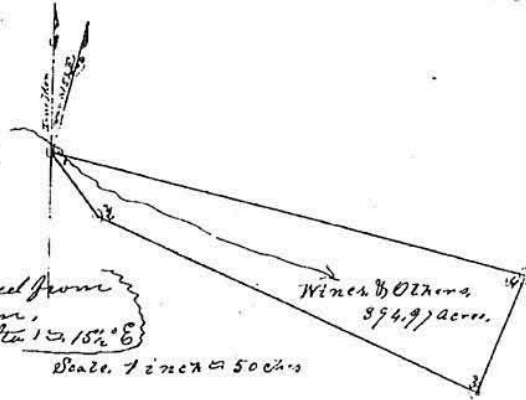
S. J. Armstrong

Survey No 276.

Note

Bearings expressed from
True Meridian,
on a line 1 mi 15' E

Scale 1 inch = 500 yds



Description and Plat of Survey of Land
in Moonshine Valley, about 8 miles
North of O.G. Mail Station at Sulphur
Springs, and near Floating Island Hot
Springs, in Lander County, Nevada Territory.

Surveyed for E. Wines, Samuel Wood-
ward, J. Stone and C. A. Suiwold by S. J.
Armstrong, Sept County Surveyor,

Sept 4th 1863.

Chairmen E. J. Stone & S. J. Armstrong,

Beginning at a mound of earth about
0.60 chs from stream running from Hot
Spring and 1/4 mile east, and running thence
to 250 chs to a mound of earth, thence

- 1. S 37 1/2° E
- 2. S 66 1/2° E
- 3. N 23 1/2° E
- 4. N 76 3/4° W

135.00 chs to a mound of earth near alkali flat, thence
40.00 chs to a mound, thence
159.40 chs to the place of beginning.

Containing 394.97 acres.

I certify the above Plat and Description
to be correct.

J. Tagliabue,

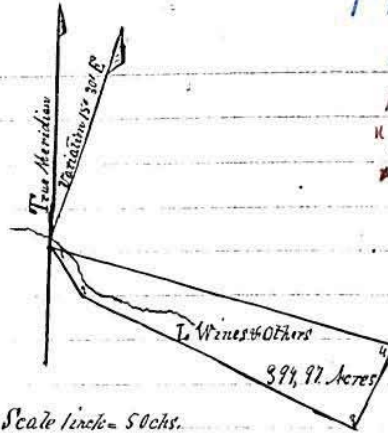
County Surveyor, Lander (C. N. T.)

per S. J. Armstrong
Sept.

Jacobs Spring
Sept 12th 1863

Survey No. 276.

1 TRANSCRIBED
 SURVEY 14
 11/20/1863
 "SHIPLEY RANCH"
 *EU CO



Not being found from True Meridian Par. at sta 1 = 15 1/2° E Description and Plat. of Survey of Land in Township
 Valley about 6 miles north of O.S. mail Station at Sulphur Springs and near floating Island Hot Springs in
 Lincoln County Nevada Territory Surveyed for L. Wines S. Woodward of Stone & Co. Lincoln, by
 S. J. Armstrong Deput. Co. Surveyor Sept 14, 1863

Chainman of Stone and S. J. Armstrong. Beginning at a mound of earth about 0.40 chs. from stream
 running from Hot Springs about 1/4 mile East and running thence

- 1 S. 37 1/4° E. 25 chs. to a mound of earth = thence
- 2 S. 64 1/2° E. 135.00 chs. to a mound of earth near alkali flat = thence
- 3 N. 23 1/2° E. 70.00 chs. to a mound = thence
- 4 N. 76° 34' W. 159.90 chs. to the place of beginning

Containing 394.97 acres

I certify the above plat and description to be correct

S. J. Armstrong

County Surveyor

S. J. Armstrong Deput. Lincoln Co. N.T.

(Sulphur Springs)
 Sept 12, 1863

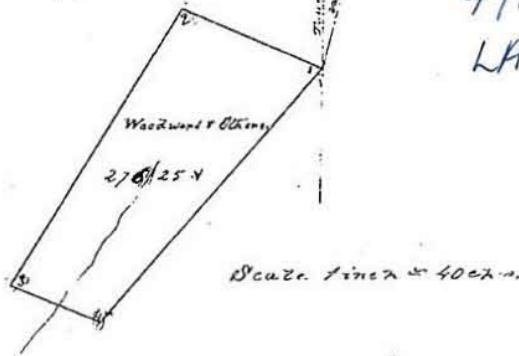
Recorded at request of L. Wines Nov 20, 1863 at 5 min. past 8 o'clock P.M.

E. S. Davis Recorder

Page 338 Lib. of Survey Lincoln Co. Record

Survey No 277.

²⁷⁷
A SURVEY 293
9/14/1863
LANDER CO.



Description and Plat of Survey of Land about 6 miles North of Sulphur Springs ^{station} on U.S. Mail Road, in Lander County, Nevada Territory.

Surveyed for Samuel Woodward, Leonard Winsor, J. Stone and C. A. Griswold, by S. J. Armstrong Deft County Surveyor, Sept 4th 1863.

Note

Chairmen, } J. Stone and S. J. Armstrong.
Bearings expressed from True Meridian,
Variation at Sta 1 = 15° 30' E.

Beginning at a mound of earth near alkali flat land west of the same, and running thence.

1. N 67 1/2° W 40.00 chs. to a mound of earth, Pit west 0.07 c'y. thence
2. S 32 1/2° W 86.32 chs to a mound of earth a short distance west of hay road to Sulphur Springs station, thence
3. S 67 1/2° E 25.00 chs to a mound of earth, (crossing a creek about 0.08 chs wide, at 10.50 chs) thence
4. N 42° E 90.17 chs to the place of beginning.

Containing 27 1/2 Acres.

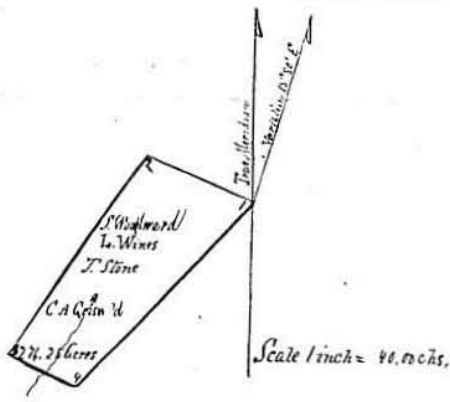
I certify the above the above Plat and Description to be correct.

F. Tagliabue,

Jacobs Springs } County Surveyor, Lander Co N.T.,
Sept 14th 1863 } per S. J. Armstrong
Deft

Survey no 277

1 TRANSCRIBED 15
SURVEY 15
11/20/1863
"BAILEY RANCH"
E. U. CO



Description and Plat of Survey of Land about 6 miles North of Jacobs Springs Station on S. L. Rail Road in Taylor County Texas Territory. Surveyed by S. Woodard T. Wines of Howard C. A. Green and T. Stone Sept. 4, 1863

- Claimant of Howard T. Stone & T. Stone = Bearings exhausted from true meridian variation at Site 1. 15° 30' E
 Beginning at a mound of white sand Alkali Flat and west of the same and successively thence
 1. N. 67 1/2° W. 40.00 chs. to a mound of white sand 207 chs. = thence
 2. S. 32 1/2° W. 86.30 chs. to a mound of white sand a short distance west of highway to Jacobs Springs Station
 3. S. 67 1/2° E. 25.00 chs. to a mound of white sand crossing a creek about 0.15 chs. wide at 10.50 chs. thence
 4. N. 42° E. 90.17 chs. to the place of beginning

Containing 246 1/4 acres

See plat and Description to be correct

T. Taylor County Surveyor

L. Taylor County S. L.

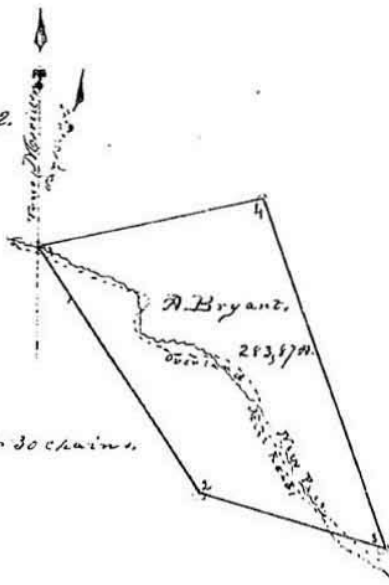
T. T. Stone D. H.

Jacobs Springs)
Sept 14, 1863

Recorded at request of T. Wines Nov 20 1863. at 8 min past 3 o'clock P. M.
C. S. Davis Recorder

Page 343. Liber 4 of Survey Land Co. Record

Survey No. 212.



Description and Plot of Survey of Land about 1/2 mile N.W. from O. G. Mail station at New Pass in Lander County, Nevada Territory. Surveyed for A. Bryant by S. T. Armstrong, Deft. County Surveyor. Sept 7th 1863.

Note Bearings expressed from true Meridian Variation at Sta 1 = 15° 30' E.

Beginning at a Stake and mound of stones 0.50 chg North from O.G. Mail Road and about 10.00 chg from Mouth of Cañon and running thence

1. S 23° 48' E 62.98 chg to a cliff of rocks about 3 chg west of a lone cedar tree. thence
2. S 73° E 43.00 chg to a dark red rock about 8 ft high and about 2 chg N.E. from Road, about 1/2 mile N.W. from station at New Pass. thence
3. N 19° 52' W 80.10 chg to a mound of stones on west slope of Mountain, and about 3.00 chg N.E. from spring and North of Road. thence
4. S 78° W 50.00 chg to the place of beginning

Containing 283.87 Acres.

I certify the above Plot and Description to be correct.

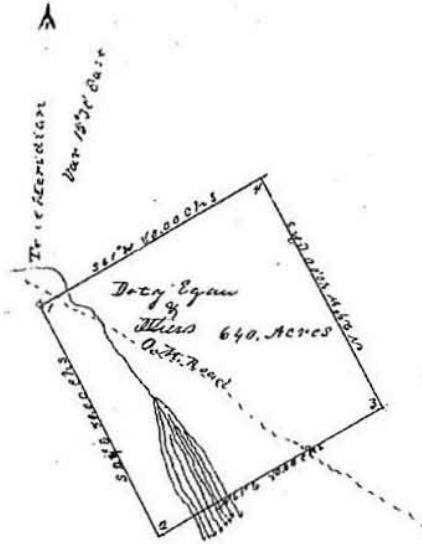
Jacobs Springs
Sept 14th 1863

F. Tagliabue,

County Surveyor, Lander County N.V.
per S. T. Armstrong, Deft.

B SURVEY 18
10/12/1863

Survey No. 19.



Scale 1 inch = 40 Chs

Description and Plot of Survey of Land on the West side of Steptoe Valley near the Mouth of Egau Cañon Louisa County, Nevada Territory:
 Surveyed by D. Doty, W. S. Humphreys, J. G. Goodwin, William A. Woodard, Howard Egau, C. A. Griswold, S. Gilbert, Thomas Beighel, S. Appleby, E. H. Griswold, Samuel Woodard, Chas. Phelps, and Leonard Wines by D. H. Barker Deputy County Surveyor

Sept 28th 1863

Chairmen } L. Wines and Samuel Woodard
 Bearings prepared from True Meridian

Par at Pla. N^o 1 = 15 1/2 E

Beginning at a mound of coars at foot of low hills South of D.M. Road about 20 chs below mouth of Egau Cañon and running thence

S 29° E
 N 61° E

80.00 Chains to mound of Stone in Sage flat. Thence 15.00 chains strike creek. 25 chs same creek 45 chs cross D.M. Road

55 chs crop Telegraph Line. 80.00 chains to mound of Stone in Sage plains. Thence

N 29° W
 S 61° W

80.00 chs to mound of Stone. Thence 80.00 chs to the place of beginning

Containing 640 Acres

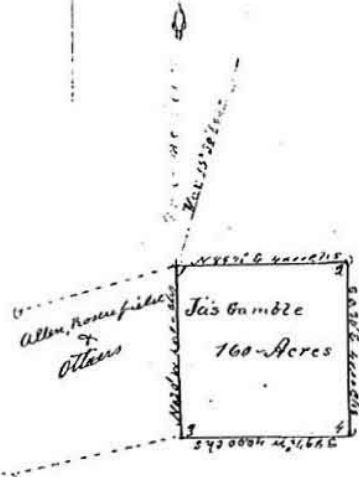
I certify the above Plot and Description to be correct

M. J. Hoyle
 County Surveyor

County Surveyors Office }
 Another Oct 12th 1863 }

By D. B. Barker Deputy

Survey No 36



Scale 1 inch = 50 chs

Description and Plot of Survey of Land lying at the mouth of Eagle Cañon in Steptoe Valley Lander County Nevada Territory

Surveyed for James Gamble by D. H. Barker Deput County Surveyor Sept 28th 1863

Chained by John Gamble and Gen For bearing, expressed from True Meridian

Variation at Sta 1. = 15 30 East

Beginning at a stake in mound of stones 25 chs North of the C. M. Road, and creek at mouth of cañon and running thence

- 1 N 89 1/2° E 40.00 chs to stake in mound of stones, Thence
- 2 S 72° E 40.00 chs to stake in mound of stones, Thence
- 3 S 89 1/2° W 4000 Chains to stake in mound of stones Thence
- 4 N 72° W 40.00 Chains to the place of beginning.

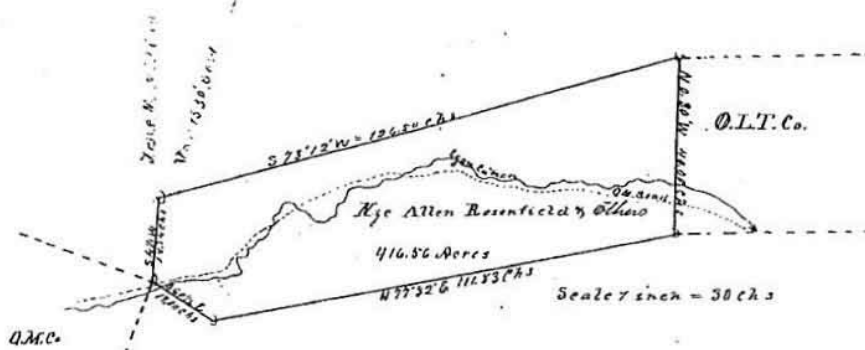
Containing 160 Acres

I certify the above Plot and description to be correct

M. J. Hayes
County Surveyor
by D. H. Barker
Deputy

Witness Oct 12th 1863

Survey No. 38



Description and Plat of Survey of Land including Mill
sites and water power in Esan Canon Lander County
Nevada Territory

Surveyed for James Double James W. Nye
Th. H. Allen Julius Rosenfield H. P. Frachinier John A
Middleton John Norman J. Tegliabue and Victor Kumbach
by D. H. Barber Deputy County Surveyor

Sept 29th 1863

Chairmen } of C. Middleton & J. Rosenfield
Bearings expressed from True Meridian

Var at Sta 1. 15 1/2 E

Beginning at a stake in mound of stones on point of low slate
ridge 1. chs west from O.M. Road at head of Canon 2.25 chs
from creek the same being Sta 1 of A.M. Co's Survey and
Running thence

- | | |
|--------------|---|
| 1 S 60 1/2 E | 17.00 chs to cedar fall on side hill South side of canon Thence |
| 2. N 77 52 E | 111.83 chs to stake in mound of stones at the S.W. cor of O. L. Telegraph Co's Survey Thence |
| 3. N 6. 30 W | 40.00 chains along the west line of O. L. Co's Survey to stake in mound of stones at their N.W. corner Thence |
| 4. S 73 12 W | 126.50 Ch's to dry creek stream 5ft high on steep southern slope of mountains Thence |
| 5 S 44 1/2 W | 18.34 ch's to place of beginning |
- Containing 416.56 acres

I certify the above Plat and Description to be correct

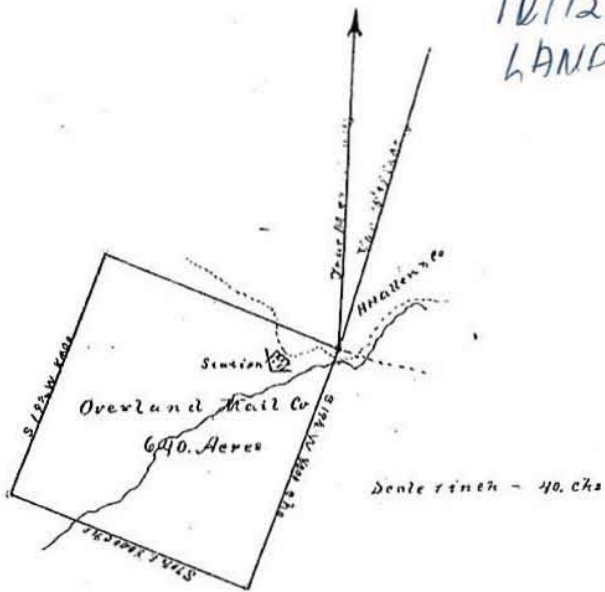
D. H. Barber
County Surveyor

Witness Oct 12th 1863

By D. H. Barber Deputy

Survey No 39

B SURVEY 39
10/12/1863
LANDER CO.



Description and plot of Survey of graft Land at Ogden Cañon being the valley in which is situated the Mail Station known as Ogden Station in Lander County Nevada Territory

Surveyed for Jas. Goodwin by W. J. B. Barker Deputy County Surveyor

Sept 28th 1863

Chairman } L. Mines and Gen Exp,
Bearings expressed from True Meridian
Var at Sta 1. 15 30' E

Beginning at stake in mound of stones on point of Low Plate ridge 1 ch West from O.M. Road at head of Cañon 225 chs from Creek and running Thence

- | | | |
|---------------|---------------------------------------|--------|
| 1. N 71 1/2 W | 80.00 chs to stake in mound of stones | Thence |
| 2. S 19 1/2 W | 80.00 chs to stake in mound of stones | Thence |
| 3. S 70 1/2 E | 80.00 chs to stake in mound of stones | Thence |
| 4. N 19 1/2 E | 80.00 chs to place of beginning | |

Containing 640 Acres

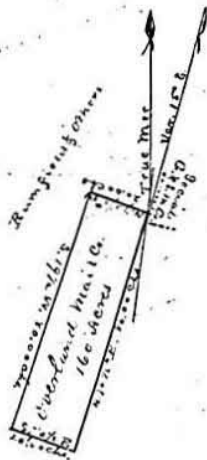
I certify the above Plat and Description to be correct

W. J. Barker
County Surveyor

Witness Oct 12th 1863

By W. J. Barker Deputy

Survey No. 112

B SURVEY 112
LANDER CO
5/13/1864

Scale 40 chs 1 inch

Description and Plat of survey of land lying at the head of Egan Cañon and south of the O. M. Road in Lander County Nevada Territory Surveyed for H. S. Rumpfield as agent of Overland Mail Company, By E. H. Griswold Deputy County Surveyor (May 4th 1864)

Chasmin Leonard Mines and Saml Woodman & Beaumj prepared from true Meridian
Variation Station No. 1 15° E

Beginning at a stake on line of Socie G. B. M. Co. Survey and most south easterly corner of Rumpfield Millen & Othen survey and running thence

1. N. 70 1/2° W. 8.52 Chs. to N. E. corner of O. M. Cas. Station
20.00 Chs to stake Thence
2. S. 19 1/2° W 80.00 Chs. to stake at Rumpfield & Othen most southerly
Corner Thence
3. S. 70 1/2° E 20.00 Chs to stake and mound of stone on foot hills
east side of Valley Thence
4. N. 79 1/2° E 80.00 Chs. to place of beginning
Containing 160 Acres

I certify the above description and plat to be

Correct
County Surveyor's Office (M. J. Hayes Co. Surveyor
Lander County N. T. } By E. H. Griswold Deputy
May 13th 1864)

Revenue Stamp 50 Canceled

Survey No. 113.



Description and Plat of Land lying at the Head of Egan Canon on the O. M. Road in Santa County Nevada Territory

Surveyed for H.S. Rumpfield Leonard Vines G. W. Wilt and Samuel Woodward by E. H. Guinold Deputy County Surveyor May 4th 1864

Chambers Leonard Vines and Saml Woodward

Bearing prepared from true Meridian

Cavitation Station No 1. 15° E.

Beginning at Stake on line of Socio L.S.M. Co.

Survey and most north E. side corner of O.M. Co's Survey and running thence

1. N. 70 1/2° W 20.00 Chs. on most westerly line of O.M. Co's Survey to stake at O.M. Co's north westerly corner ^{then as to Stake at}
2. S. 19 1/2° W 80.00 Chs. on O.M. Co's most westerly line ^{to Stake at} O.M. Co's south westerly corner thence
3. N. 70 1/2° W 60.00 Chs. to stake thence
4. N. 19 1/2° E. 92.98 Chs. to stake thence
5. S. 70 1/2° E 47 Chs. to most westerly corner of Socio L.S.M. Co's Survey 81 Chs. to stake thence
6. S. 19 1/2° W 2.50 Chs. to Creek Crossing Creek 12.98 Chs. to place of beginning

(Containing 583.8 acres)

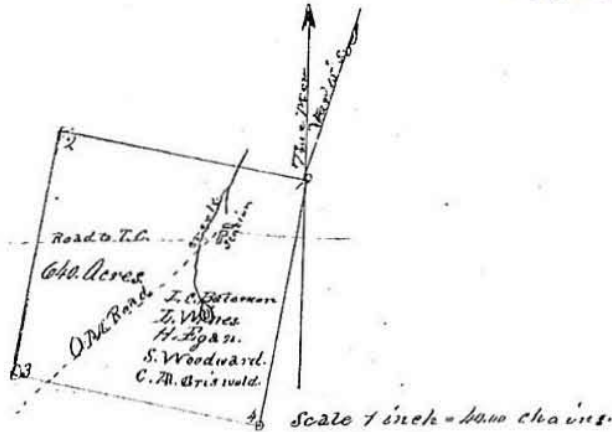
I certify the above description and plat to be

Correct
 County Surveyor's Office } M. J. Hayes Co. Surveyor
 Land Co. (N. T.) } By E. H. Guinold Deputy
 May 13 1864

Revenue Stamp 50 cancelled

Survey No. 201.

B SURVEY 201
12/29/1863



Description and Plat of land lying on Main Overland Mail Road in Ruby Valley in Lander Co. Nevada Territory;

Surveyed for J. C. Bateman, L. Wines, H. Egan, Saml Woodward and C. H. Griswold By C. H. Griswold Deputy Co. Surveyor.

Dec. 19th 1863

Chainmen, John Stanley and W. Somers. Bearings expressed from True Meridian.

Variation Station No. 1. 18° E.

Beginning at a cedar stake in sage brush flat North of Overland road and N. E. from Overland station and running,

1. N. 80° W. 26.50 chains to creek crossing creek
80.00 chains to cedar stake at most Northerly corner, thence
2. S. 10° W. 24.00 chains to road leading from station to Fort Ruby, crossing road,
80.00 chains to cedar stake at most Westerly corner thence
3. S. 80° E. 50.00 chains to Overland road, crossing road
80.00 chains to cedar stake, thence
4. N. 10° E. 60.00 chains to Overland road leading West, crossing road
80.00 chains to place of beginning.

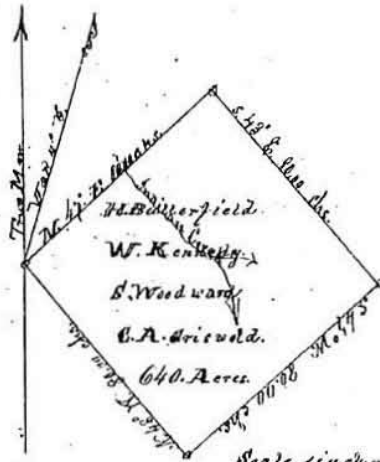
Containing, 640 Acres.

I certify the above Description and Plat to be correct.
County Surveyor's office M. J. Jones Co. Surveyor.
Austin Lander Co. N. T. By C. H. Griswold, Deputy.
Dec. 20th 1863

Name of map cancelled

Survey No 218.

B SURVEY 218
1/8/1864
LANDER CO.



Scale inches = 40 chains.

True North

Description and Plat of Land lying in Ruby Valley at the mouth of Indian Creek in Lander County Nevada Territory. Surveyed for H. Butterfield, William Kennedy, Saml Woodward and C. A. Griswold, By C. H. Griswold Deputy County Surveyor

Dec 24th 1863.

L. J. Prentice and H. Butterfield, Chainmen.

Bearings expressed from True Meridian
Meridian Station No 1. 15° E.

- 1. N. 47° E. 38.00 chains to Indian Creek, crossing Creek 80.00 chains to stake at most southerly corner of claim, thence
 - 2. S. 13° E. 80.00 chains to stake in Swamp land thence
 - 3. S. 47° W. 80.00 chains to stake at most southerly corner thence
 - 4. N. 48° W. 80.00 chains to place of beginning.
- Containing 640 Acres

I certify the above description and Plat to be correct.

M. J. Hayes Co. Surveyor.
By C. H. Griswold, Deputy.

County Surveyors office
Austin Lander Co. N.T.
Jan. 8th 1864.

Survey No. 220.



Scale 1 inch = 40 chs.

Plat of land surveyed

Description and Plat of land lying on the West side of Ruby Valley Bannock County Nevada Territory. Surveyed for Howard Egan, C. R. Egan, H. R. Egan, and John Poliville. By C. H. Griswold Deputy County Surveyor Dec. 25th. 1863.

George Thompson and H. Butterfield Chainmen. Bearings expressed from True Meridian. Variation Station No. 1. 15° E.

Beginning at stake at base of Mountain about 3 chains from Corral and running

- 1. S. 75 1/2° W. 8.00 chains to road crossing road
80.00 chains to stake in swamp land
Thence
- 2. S. 14 1/2° W. 80.00 chains to stake in swamp
Thence
- 3. N. 75 1/2° W. 60.00 chains to road, crossing road
80.00 chains to stake
Thence
- 4. N. 14 1/2° W. 38.00 chains to creek crossing 1 chain above house
80.00 chains to place of beginning.

Containing 640 Acres

Sheweth entirely the above description and Plat to be correct.

C. H. Griswold Surveyor.
By C. H. Griswold Deputy.

County Surveyors office
Austin Bannock Co. N. T.
Jan. 8th 1864

Survey No. 221.

B SURVEY 221
118/1864
LANDER CO.



Scale 1 inch = 20 chains.

Plat cancelled

Description and Plat of land lying South of Indian
Creek in Ruby Valley Lander County Nevada
Territory. Surveyed for E. H. Griswold Deputy County
Surveyor. Dec. 24th 1863.

L. S. Brantice and H. Puttfield, Chainmen.

Bearings expressed from True Meridian.

Variation 15° E. at Station No. 1.

Beginning at stake at base of Mountain about
1 mile South of Indian Reserve Buildings, and,
running

1. N. 45° E. 45.00 chains to stake on North bank of Indian Creek
thence

2. S. 45° E. 40.00 chains to stake on East side of road.
thence

3. S. 45° W. 4.00 chains to Indian Creek crossing creek
45.00 chains to stake at most southerly corner.
thence

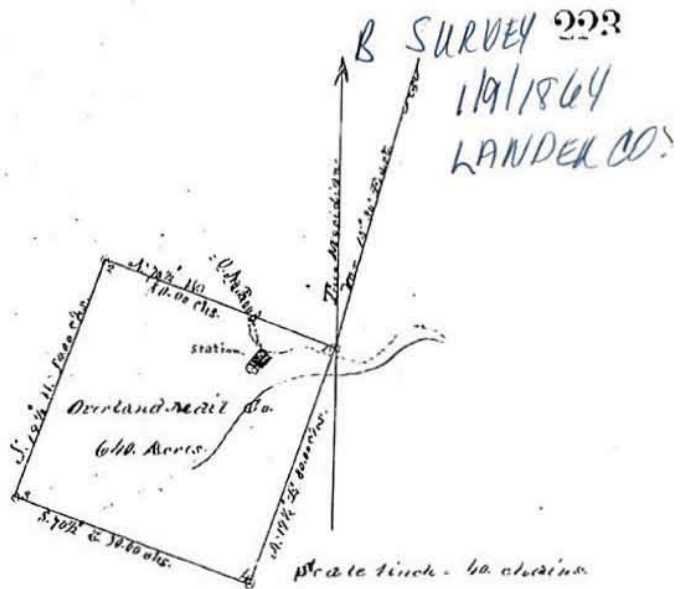
4. N. 45° W. 40.00 chains to place of beginning.

I certify the above description and plat to be correct

M. J. Hayes, Co. Surveyor.
By E. H. Griswold Deputy.

County Surveyors office
Austin Lander Co. N.E.
Jan. 8th 1864.

Survey No 223.



Description and Plat of Survey of Grass Land at
Cyan Cañon being the Valley in which is situated
the Rail Station known as Cyan Station in Lander
County Nevada Territory

Subveyed for H. S. Humphreys U.S. M. & C. Agent;
by D. H. Barker, Deputy County Surveyor
Dec. 18th 1863.

Commissioners C. Wines and Geo. Fay.
Bearings expressed from True Meridian.

Variation at Station No. 15° 30' East.

Beginning at a stake in mound of stone on point
of low state ridge 1 ch. West from P. & M. Road at head of
Cañon, 2.25 chs. from Creek, and running thence
1. N. 70 1/2° W. 80.00 chains to stake in mound of stones, thence
2. S. 70 1/2° E. 80.00 chains to stake in mound of stones, thence
3. N. 70 1/2° E. 80.00 chains to stake in mound of stones thence
4. N. 70 1/2° E. 80.00 chains to place of beginning.

Containing 640 Acres.

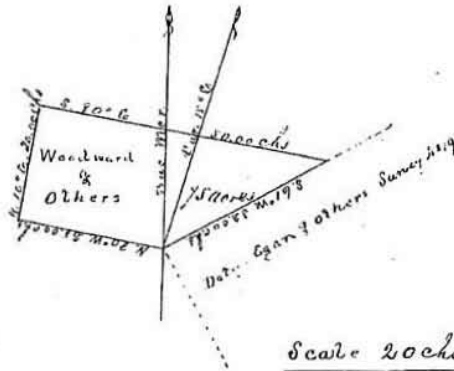
I certify the above Plat and Description to be correct.
H. S. Noyes County Surveyor
by D. H. Barker Deputy.

County Surveyors office.
Austin Lander C. S. T.
Jan. 9th 1864.

Revenue Stamp cancelled.

Survey No. 67

C SURVEY 67
4/16/1864
LANDER CO.



Description and Plat of Survey of Land on the West side of Steptoe Valley at the Mouth of Egaw Canon Lander County Nevada Territory Surveyed for J. D. Doty, N. Egaw, W. S. Rumpfield, W. A. Woodward, C. A. Guismond, James Gilbert, Thos. Beight, Samuel Nordman, W. William Appley, Chas. Phelps, E. H. Guismond and Leonard Miles By E. H. Guismond Deputy Co. Surveyor March 24th 1864

Chaimmen Samuel Nordman & William Appley
Bearings expcepted from true Meridian
Variation Station No. 15° E

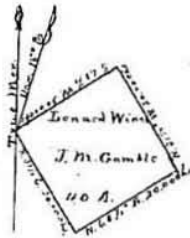
Beginning at mound of Rocks at foot of low hills South side of O. N. Road below Mouth of Egaw Canon and running Thence

- 1 N. 80° E. 25.00 Chains to stake at most northern corner Thence ^{crossing creek 20.00 chs to stake}
 - 2 N. 10° E. 11.00 Chs to Stake in Egaw Thence
 - 3 S. 80° E. 50.00 Chs to Stake on most northern line of Doty Egaw & others survey Thence
 - 4 S. 61° W. 32.00 Chains along said line to place of beginning
- Containing 45 Acres

I certify the above description and Plat to be correct
County Surveyor Office (M. J. Boyes County Surveyor
Austin Co. N. V. } By E. H. Guismond Deputy
April 16th 1864

Revenue Stamp &c cancelled

Survey No. 76.



Scale 20 chs. 1 inch

Description and Plot of Lander in Fort Hills on West side
of Steptoe Valley South of Ogden Cañon and about one
and one half miles S. W. from the town of Steptoe in
Lander County, Nevada Territory Surveyed for
Leonard Wines and John M. Gamble by E. H.
Spencer Deputy Co. Surveyor April 16th 1864
Examined Leonard Wines and J. M. Gamble
Bearings excerpted from true Meridian
Variation 15° E Station No 1

- Beginning at Stake and mound of stone N. W. from
Spring at base of hill south of cañon and running thence
1. S. 71 1/2° E. 20.00 chs to stake and mound of stone on ridge of
Piedras Thence
 2. S. 68 1/2° W. 20.00 chs to stake and mound of cartons sage brush
plain Thence
 3. N. 31 1/2° W. 20.00 chs to stake and mound of stone Thence
 4. S. 68 1/2° W. 20.00 chs to place of beginning
- Containing 40 Acres

I certify the above description and plot to be correct
County Surveyor's Office (M. J. Hayes County Surveyor
Austin Lander Co. N. T. } R. C. McIsaac Deputy
April 23 1864

Revenue Stamp 50 C cancelled

Survey No. 181

SURVEY 181
8/16/1864
LANDER CO.



Scale 100 chs one inch

Description and Plot of survey of land in Ruby Valley
in Lander County, Nevada Territory Surveyed for the United
States by E. H. Griswold Deputy County Surveyor July 21st 1864.

Chaimen John Shamagan and A. Gallagher

Bearings referred from true meridian Variation Station tol 15° E

Beginning at stake and mound of earth Bearing from
Flag staff in Fort Ruby N 70° 15' W and running thence

1 S 44° E

190.00 chains to stake and mound of earth 2 chs east of overlaid
mail road thence

2 N 11° E

85.00 chains to stake and mound of earth on guard ridge thence

3 N 46° E

65.00 chains to stake and mound of earth in sage brush plain thence

4 S 57° W

112.50 chs to stake thence

5 S 44° W

272.00 chains to stake and mound of stone thence

6 S 57° E

314.00 chains to place of beginning

Containing 5671.17 acres

Verify the above Description and plot to be correct.

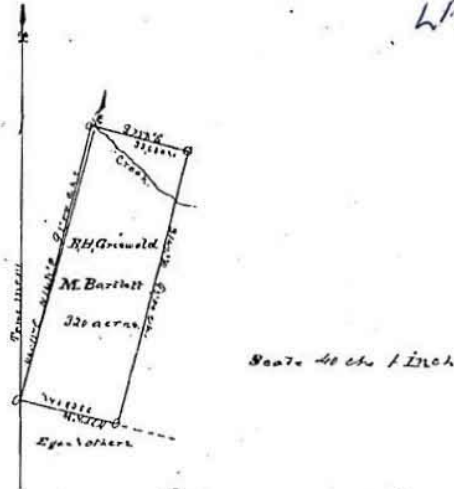
M. J. Boye County Surveyor
By E. H. Griswold Deputy

County Surveyors Office
Austin Lander County N.T.

Aug 16th 1864,

Revenue Stamp 00^o Cancelled

Survey No. 180



Description and Plot of survey of land lying north of Egan and Bolwinkle survey on the west side of Ruby Valley in Lander County Nevada Territory Survey for C. H. Griswold and Michael Bartlett by C. H. Griswold Deputy County Surveyor July 19th 1864.

Charman S. Long and W. H. Collier
Bearings observed from true meridian
Variation Station No. 1, -15° E

Beginning at a stake, corner of Egan and Bolwinkle survey and running thence

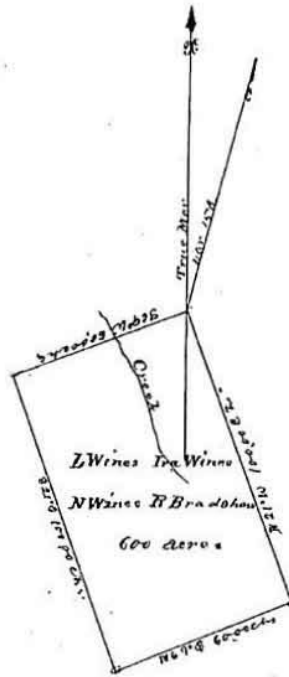
- 1 N 14 1/2° E 95.00 chs to mound of stone south bank of creek above Cottonwood grove Thence
- 2 S 75 1/4° E 83.68 chs to stake Thence
- 3 S 14 1/2° W 95.00 chs to stake on most southerly line of Egan and Bolwinkle Survey Thence
- 4 N 75 1/4° W 83.68 chs to place of beginning
Containing 320 acres

I certify the above description and Plot to be correct

C. H. Griswold
Deputy
County Surveyors Office
Austin Lander County N. T.
July 15th 1864
Revenue Stamp 05^c Cancelled

Survey No. 196

SURVEY 196
9/10/1864
LANDER CO.



Scale 40 chs 1 inch

Description and Plot of land lying about ten miles south of Jacobs Wells station in Lander County Nevada Territory Surveyed for Leonard Wines Ira Wines Truman Wines and R. Bradshaw by C. H. Lewisold Deputy County Surveyor Aug 16th 1864.

Chainsman

Bearings approped from true meridian Variation Station No 1 15° E

Beginning at stake on ridge north of creek and running thence

1 S 69° E

20,000 chs to creek

60,00 chs to stake and mound of stone thence

2 S 21° E

10,000 chs to stake in valley thence

3 S 69° E

60,00 chs to stake in meadow thence

4 N 31° W

100,00 chs to place of beginning

Containing 600 acres

I certify this above description and plot to be correct

C. H. Lewisold
Deputy County Surveyor

County Surveyors Office
Austin Lander County MS

Sept 14th 1864

Revenue Stamp 05⁰⁰ Canceled

EXHIBIT 169

First transcontinental telegraph

From Wikipedia, the free encyclopedia

The **first transcontinental telegraph** (completed in 1861) was a line that connected an existing network in the eastern United States to a small network in California by a link between Omaha and Carson City via Salt Lake City. It was a milestone in electrical engineering and in the formation of the United States of America.^[1] It served as the only method of near-instantaneous communication between the east and west coasts during the 1860s. In 1841, it had taken 110 days for the news of the death of President Harrison to reach Los Angeles.^[2]



Wood engraving depiction of the construction of the first transcontinental telegraph, with a Pony Express rider passing below.

Contents

- 1 Background
- 2 Construction
- 3 Operation
- 4 See also
- 5 References
- 6 Bibliography
- 7 External Links and sources

Background

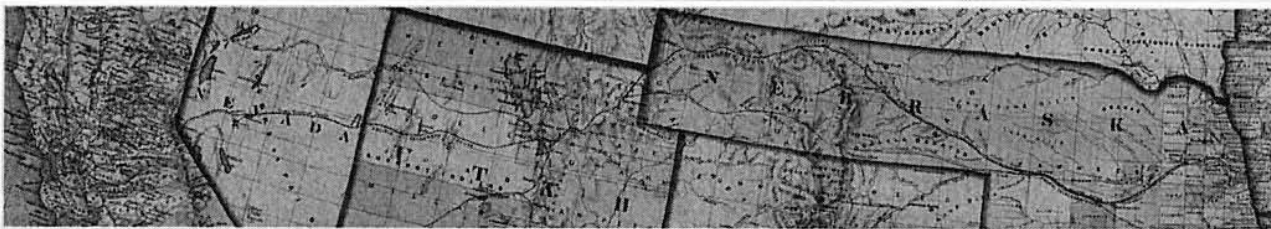
After the development of efficient telegraph systems in the 1830s, their use saw almost explosive growth in the 1840s. Samuel Morse's first experimental line between Washington, D.C. and Baltimore - the Baltimore-Washington telegraph line - was demonstrated on May 24, 1844. By 1850 there were lines covering most of the eastern states, and a separate network of lines was soon constructed in the booming economy of California.

California was also admitted to the United States in 1850, the first state on the Pacific coast. Major efforts ensued to integrate California with the other states, including sea and overland mail and passenger service. Proposals for the subsidy of a telegraph line to California were made in Congress throughout the 1850s, and in 1860 the U.S. Post Office was authorized to spend \$40,000 per year to build and maintain an overland line. The year before, the California State Legislature had authorized a similar subsidy of \$6,000 per year.

Construction

Construction of the first transcontinental telegraph was the work of Western Union, which Hiram Sibley and Ezra Cornell had established in 1856 by merging companies operating east of the Mississippi River.^[3] A second significant step was the passing of Telegraph Act by the Congress in 1860, which authorized the government to open bids for the construction of a telegraph line between Missouri and California and regulated the service to be provided. Eventually, the only bidder would be Sibley, because all competitors —Theodore Adams, Benjamin Ficklin and John Harmon— withdrew at the last minute. Later they joined Sibley in his effort.^[4]

Similar to the First Transcontinental Railroad, elimination of the gap in the telegraph service between Fort Kearny in Nebraska and Fort Churchill in Nevada was planned to be divided between teams that would be advancing the construction in opposite directions. James Gamble, an experienced telegraph builder in California was put in charge of the western crew and Edward Creighton was responsible for the eastern crew. From Salt Lake City, a crew in charge of James Street advanced westward and a W.H. Stebbins's crew toward Fort Kearny. Creighton's crew erected its first pole on 4 July 1861. When the project was completed in October of 1861, they have planted 27,500 poles holding 2,000 miles of single-strand iron wire over a terrain that was not always inviting.^[5] The first message was sent from San Francisco by California Chief Justice Stephen Field to Abraham Lincoln, using the occasion to assure to the president the California allegiance to the Union.^[6] Note that the construction took place while Civil War fighting was taking place to the southeast. The entire cost of the system was half a million dollars.^[7]



Route of the first transcontinental telegraph

Operation

Difficulties did not stop with the completion of the project. Keeping it in operation faced multiples problems: (a) inclement weather in the form of lightning bolts, strong winds and heavy snow damaged both poles and the wire; (b) rubbing on the poles by bisons sent down from time to time sections of the telegraph, eventually contributing to their demise; (c) the system has to be rerouted through Chicago to avoid attempts to cut the line in Missouri to disrupt communications among Union forces; (d) Native Americans soon started to do the same further west as part of the hostilities with the Army.^[8]

Financially, the First Transcontinental Telegraph was a big success from the beginning. The charge during the first week of operation was a dollar a word, which was higher than the 30 cents specified by the Telegraph Act of 1860.^[7]

The telegraph line immediately made the Pony Express obsolete, and it officially ceased operations two days later. The overland telegraph line was operated until 1869, when it was replaced by a multi-line telegraph that had been constructed alongside the route of the First Transcontinental Railroad.

See also

- Australian Overland Telegraph Line, a north-south Australian telegraph line completed in 1872

References

1. "Milestones:Transcontinental Telegraph, 1861". *IEEE Global History Network*. IEEE. Retrieved 27 July 2011.
2. Peters 1996, pp. 173.
3. Peters 1996, pp. 178–179.
4. Peters 1996, pp. 180.
5. Peters 1996, pp. 182–186.
6. Peters 1996, pp. 190.
7. Peters 1996, pp. 192.
8. Peters 1996, pp. 187–189.

Bibliography

- Peters, Arthur K. (1996). *Seven trail west*. Abbeville Press. ISBN 1-55859-782-4.

External Links and sources

- Contemporary account of the construction of the transcontinental telegraph (<http://www.telegraph-history.org/transcontinental-telegraph/index.html>)
- History of the first transcontinental telegraph (http://www.ieeeghn.org/wiki/index.php/Milestones:Transcontinental_Telegraph%2C_1861)
- Central Pacific Railroad Photographic History Museum: *Pacific Telegraph Act of 1860* (http://cpr.org/Museum/Pacific_Telegraph_Act_1860.html)

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Categories: Telegraphy | History of telecommunications in the United States | History of the telegraph | Western Union | 1861 in the United States | 19th century in technology

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EXHIBIT 170

H. Affidavit Of Research

Ramona Hage Morrison
7600 Desert Vista Drive
Sparks, Nevada 89436
775.722.2517

**AFFIDAVIT OF RAMONA HAGE MORRISON IN SUPPORT OF
ABSTRACT OF TITLE,
EXHAUSTIVE CHAIN OF TITLE AND PROOF OF VESTED WATER RIGHTS**

STATE OF NEVADA)
 ss
COUNTY OF WASHOE)

RAMONA HAGE MORRISON, being duly sworn says:

1. That I am a citizen of the United States, currently a resident of Washoe County, Nevada and of full age and competence.
2. From my early years until present, I have been engaged in ranching as well as professionally engaged in property rights policy. I am knowledgeable of property rights, water and water rights, fee simple land ownership, land use and appurtenances to land, including vested water rights, forage rights, rights-of-ways and easements as they relate to western rangeland ranches.
3. My parents, Wayne and Jean Hage owned the Pine Creek Ranch in the Monitor Valley, Nevada. I presently own an interest in the ranch along with my brother and sisters.
4. Pine Creek Ranch has been the subject of multiple lawsuits involving vested water rights. I have first-hand knowledge of the Southern Monitor Valley adjudication wherein the U.S. Forest Service filed federal reserve water rights claims on the vested stock and irrigation waters belonging to Pine Creek Ranch. I have first hand knowledge of the State Engineer's Final Order recognizing the vested rights of Pine Creek Ranch and subsequent ruling by the Fifth Judicial District Court upholding the State Engineer's Order.
5. I have been retained to conduct extensive research projects of the public record to prepare a chain-of-title documenting the use of vested irrigation, domestic and stock watering rights in Nevada, Arizona, California, Wyoming, Idaho and New Mexico.
6. I have conducted research in county recorder's, assessor's and clerk's offices; the state water engineer's offices; the state archives; the local, and regional offices and records of the BLM and U.S. Forest Service; and the National Archives in Washington, D.C., Denver, and San Bruno.

6. I have testified in Nevada Water Adjudication hearings regarding the chain of title, history and use of vested water rights. I have also testified in Federal District Court regarding the same in which over 300 title exhibits were admitted under my testimony.
7. I was retained to prepare an exhaustive chain of title for Daniel Venturacci, owner of the Diamond Springs Ranch in Diamond Valley, Eureka County, Nevada. I have researched the public records of Diamond Springs Ranch, and its appurtenant vested waters.
8. I have thoroughly researched the existing public record including State Engineer's records, Deeds, Mortgages, Chattel Mortgages, Miscellaneous records, Assessment Rolls, Water Rights and Surveys in Lander and Eureka County, including the White Pine County Transcribed Records housed in Eureka County. I have also researched Census records, IRS records, and genealogies of predecessors-in-interest.
9. I have studied the published histories of the Overland Mail Company, Wells Fargo Company, the Pony Express and books published by predecessors-in-interest.
8. I have provided the Daniel Venturacci with documentation to support his claims of vested water rights.

Ramona Hage Morrison

Date

Before me _____ a Notary Public in and for Washoe County, Nevada appeared Ramona Hage Morrison known and made known to me and did affirm the truth of the facts herein stated and placed his signature on this document on this the ___ day of May, 2016

My commission expires:

Notary Public Signature