

This Agreement made the ^{March} 28th day of Augst
 1870 Between ~~John Breerton Breerton~~ of ~~Founders Hall~~
~~Bowd Lottway~~ in the City of London ^{he called the Vendor} of the 1st part
 Charles Morris of No 45 South Street Grosvenor Square in
 the County of Midd^l Barister at Law & John Morkill of
 Leeds in the County of York Esquire of the ^{he called the purchasers} ~~second~~ part, & ~~the~~
~~New Mexico Silver~~ ^{called}
~~Guerra Gold Mining Company Limited~~ ^{the}
~~Company~~ of the ~~third~~ part Whereas by an agmt dated the
 30th day of June 1869 made between the said James J. Newman
 then called the Vendor of the one part & the said Char-
 Morris & John Morkill then called the purchasers as Trustees
 for & on behalf of the said Company of the other part The
 Vendor agreed to sell & the purchasers agreed to purchase certain
 Gold Mines & Placers called General Alvarez situated at a place
 called San Fernando extending from that point to the Rinconada
 del Ornelo. And also all the Gold Mines & placers which exist
 in the Ravines of plotambo Rancho del Brazil & Agisno as
 far as the cerro de Diamante the heights of Jaratiro & the
 Plantanos situate in the limits ayudatlan in the State of
 Guerrero in the Republic of Mexico Together with the Sand &
 grains of Gold and Quartz containing Gold & other Metal
 disseminated throughout the ground & also the Veins & Lodes of
 Silver & Copper Ore & all minerals & other metallic substances
 & alluvial deposits containing minerals found thereon with

the appraisals upon the following conditions

- 1 The Vendor sh^d within 3 mo^s from the date thereof satisfy the purchasers or the company that they had a good & valid title to the said Mines placeres & mineral property & that they had right & power to transfer the same & on the purchasers or their Agent being satisfied with such title the Owners should transfer & convey or cause to be transferred & conveyed the s^d Mines placeres & Mineral property & deliver possession thereof to the purchasers or their Agent or the company or otherwise as the purchasers sh^d direct but the s^d purchasers or the company sh^d have previously deposited with their Agent in Mexico the sum of £1000 on account of the sum of £10000 for commencing operations at the Mines
- 2 The purchasers as Trustees as afo^r sh^d within 2 months months cause a limited company to be formed in England which company sh^d provide a subscribed capital of not less than £10000 for working the said Mine or Mineral deposits or such parts of them as they sh^d think proper with liberty to sublet any parts thereof inclusive of all exp^s of forming the company & of management in Mexico & in England
- 3 The coupon to be paid by the purchasers to the Vendor for the said Mines sh^d be the sum of £15000 in so many paid up shares of the company the said shares to be sold within 1 month after the allotment of shares
- 4 The purchasers or the company were to be entitled to the

fourteen $\frac{24}{th}$ parts of all the proceeds & profits of the said
Mines & placeres & the remaining 10 - $\frac{24}{th}$ parts of the same
proceeds & profits shod be paid to Mr Albert Ewen Macintosh
on behalf of the original Owners in manner following that was
to say that at each declaration of a dividend made & declared by
the Directors of the sd Company in London on their 14 - $\frac{24}{th}$ of
the month the Original Owners shod be entitled to 5 - $\frac{24}{th}$ of the
whole net profits of the said Mines & placeres being one half of
their proportion of the said profits or dividends & that the remaining
5 - $\frac{24}{th}$ or half shod be retained by the purchasers or the Company &
appropriated & applied by them in discharge of the Capital expended
by them in forming the Company & purchasing the Mines &
providing the necessary Machinery materials & labour for
working & developing the said Mines & placeres & in relation
thereto until the whole of the Capital that shod have been so
expended shod have been reimbursed to the Company purchasers
or Company when the said Owners were to become entitled to
their 10 - $\frac{24}{th}$ with ^{any} deduction

5 The Company were to have the whole & sole control and
management of the Mines & property witht any interference whatso^{ev}
on the part of the Owners

6 The 10 $\frac{24}{th}$ shares of the net profits to be paid to the
original Owners or their Agent were not to be represented by
certificates or other documents representing a share or shares of the

Company but the said 10-24th should be represented by 10 founded
certificates or a multiple of the same in Spanish & English clearly
setting forth the properties rights & privileges attaching to the
same & the said Original Owners were not to have any share
or int^r what^r in the Company but were to have the control &
disposition of their s^d share of the profits only without any
interference of the Company

7 The Company was to be represented by an agent in Mexico
who was to hand to the said Owners or their agent the a/c^s
of the workings of the Mines & when made out & the amounts
as when distributable to the Owners as a/s^d

8 The Company was to be at liberty to discontinue the working
of the Mines & to put an end to that agent at any time by
giving 6 months notice in writg to the Owners or their Agent the
said A. E. Macintosh & if at the time of the expirⁿ of that
notice the a/s^d capital & or exp^s of the Company shod^d have been
then reimbursed by the Owners as a/s^d the prop^y & the materials
plant & or effects on the prop^y shod^d become their absolute
prop^y but if the whole amt shod^d not have been reimbursed
the surplus shod^d be repaid to the Company out of 1-5th share
of the future profits or proceeds of the placeres ~~and~~ which 1/5th
share was to be the absolute prop^y of the Company until such
surplus be repaid to them

9 That the said placeres & works should be subject to the
laws of Mexico but that any difference which might arise

between the s^d Company & the said Owners sh^d be settled
by friendly arbit^r

10 On the formation of the Company the Dirs^{rs} thereof should
enter into an agmt^t with the orig^l Owners embodying the terms &
condons of the 5 last clauses or such other term & condon as might
be agreed on between the Company & the said Owners

11 That the agreement sh^d be void if no allotment of shares of the
s^d Company to be formed took place within 3 mos^s from the
date thereof

~~12~~ And whas the Guerrero Gold Mining Coy Lim^d with a
capital of £50,000 had been formed & a Certificate of Incorporⁿ
thereof under the Company^s Act 1862 was obtained on the 15th
day of July last And whas the s^d b

have remitted £350 part of the sum of £1000 ment^d in
clause 1 of the s^d hereint^o rec^d agmt^t to their Agent in
Mexico & have authorised their said Agent to draw for £650
the remainder of the s^d sum of £1000 at 10 days sight And
whereas the Company have agreed with the s^d

to adopt the said hereint^o ment^d agmt^t & to be subst^d
as the purch^{rs} of the s^d Mineral prop^{ty} & premises therein
ment^d or referred to in the place of the s^d bhas

& the said

has agreed to accept the Company as the purch^{rs} & to releas
the said from all liability
in respect thereof

Now these presents witness And it is hereby agreed
between the parties hereto that the Company shall be the provider
of the places Mines Mineral property & premises mentd &
referred to in the said hereinbefore recited agreement & that the
Company shall in all respects be substd for
as if the Company had been named therein instead of them
the sd

& be also
entitled to all the rights privileges & benefits & liable to all
the obligations of the providers under the sd agreement

And the Company hereby agrees to pay to them the said
the sd sum of ~~£500~~ £350 so advd
as advd & the sd sum of £650 making tog^r the sum of
£1000 mentd in clause 1 of the said agreement as the sum

to be deposited with their Agent in Mexico on af^r of
the sum of £10,000 therein mentd & to pay to the sd

or as he shall direct the sd sum of £15,000
in paid up shares of the Company mentd in clause 3 of the
said agreement as therein mentd & to issue such shares within 1
month after the allotment of the shares of the Company &
that they will perform all the obligns in the said agreement
contained & on the part of the providers therein named to be
performed & save harmless & keep indemnified the providers
therefrom & from all costs charges damages & exps in respect
thereof

And the sd

hereby accepts

the Comfy as the furrows of the sd Mines Minerals
property & foreines in the place & stead in all respects
of the said

As Witness &c

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