

Herrin & Strickland
Simpson & Co
No 257

This agreement made and entered into this 3rd day of March 1870. Witnesses that J.R. Herrin and Miles Strickland parties of the first part agree to procure and deliver at the Bagdad Mills near Milton, Nevada. Logs from date to the end of the current year - they are to put into the East Park of Cald Water not less than twelve hundred (1200) logs per month - said logs to be not less than sixteen (16) inches in diameter at the smaller ends and in lengths of 16, 18, 20, and 22 feet as the trees will make said logs to be sound and merchantable in all respects - and upon delivery at the Mills shall be subject to customary measurement and inspection there. The logs of each month's cutting to be boomed and kept separate until counted and branded by Simpson & Co. or their agent. The logs are to be delivered driven with all due diligence by the parties of the first part at their own expense availing of every wise to push them forward and deliver them at Bagdad with all due dispatch. Simpson & Co. the parties of the second part agree that when notified they will have account taken of the number of logs put in each month and upon such counting and after putting their brand upon them that they will pay to said parties of the first part as an advance upon the said saw logs fifty (50) cents for each and every log counted & branded as an advance on the same. It is fully understood and agreed that such advances shall create a special lien upon the said logs and constitute Simpson & Co. the owners thereof so far as preventing their being disposed of and going into other hands. Upon delivery of the said logs at the Bagdad Mills and after due inspection and measurement as aforesaid the logs so delivered and inspected shall be paid for by the parties of the second part at the rate of six cents (6¢) per cubic foot. The above said advances and any other indebtedness that may have accrued at period of delivery together with eight per cent per annum interest thereon shall be deducted by Simpson & Co. from the amount and the balance paid to Herrin & Strickland in cash. Either of the parties of the first part shall be authorized to use the firm name in accepting for monies advanced or paid by Simpson & Co. for their account. The said saw logs are to be gotten off the lands of the parties of the first part. (Signed in duplicate) J.R. Herrin (seal) M. Strickland (seal) Simpson & Co. (seal)

Witness
J. N. Moreno
E. W. Bankley

Revenue Stamp
10 26

Cancelled by
Constitutional Clerk
June 2 1870
Simpson & Co
Herrin & Strickland

Recorded April 12 1871
J. D. Chaffin Clerk of Court

filed with
Simpson
No 257