

State of California
City & County of San Francisco } ss

On this fourteenth day
of November AD One thousand Eight hundred
Eighty two before me Henry Haight, a Notary
Public in and for said City and County of
said Commission and sworn personally
appeared James S Fowler, Thomas Wallace
and David F Greenman. to me person-
ally known to be the individuals
described in and who executed the
annexed Instrument and who severally
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 & date of year first above written

Henry Haight

Notary Public

(Copied from printed form)

State of California
City & County of San Francisco } ss

On this fourteenth day
of November AD One thousand Eight hundred
Ninety two before me Henry Haight, a Notary
Public in and for said City and County of
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appeared James S Fowler, Thomas Wallace
and David J Greenman. to me person-
ally known to be the individuals
described in and who executed the
annexed Instrument and who severally
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 & date year first above written

Henry Haight

Notary Public

(Copied from printed form)

Articles of agreement entered into the
Twenty fifth day of November 1872
between James A. Smith of the City & County
of San Francisco, State of California, Party
of the first part, and Thomas A. Bailey,
J. H. Mearns and John F. Cunningham all
of the City, County and State aforesaid
Parties of the second part. Whereas the
whereas the said parties of the second part
have on the day and year above written
entered into an agreement to
substitute the Capital of (California) the
thousand Dollars for the purpose of
settling out the Schism (the title to be
to the west of the above written
gate to receive of parties the same
from said West. It is hereby agreed
and mutually understood between
James A. Smith the said party of
the first part and Thomas A. Bailey,
J. H. Mearns and John F. Cunningham
of the second part that should
should place be placed in place
Cunningham of said Schism (the
and shall act as Captain of the
Alpide (the) and for his success, the

the use of his diving apparatus
and whatever interest or interest
he may give to the divers or crew
of said vessel, he shall receive (50)
Fifty per cent of the net amount
of all moneys, gold or silver coin,
bars, dust or other valuables that
he or any of his agents, divers, or
men under him may recover or
receive from the wreck of the said
vessel.

And it is further agreed by
and between the said parties of the
second part and the said party of
the first part, that the said parties
of the second part shall pay all
expenses of the expedition namely
charter of vessel, outfit, wages of
the crew and divers, provisions
and supplies for said expedition
all Custom House charges etcetera
that may be legally incurred by
the said Captain James L. Fowler

Superior of
Henry Wright

J. F. Greenman	(Seal)
Thomas H. Bailey	(Seal)
L. J. Mucker	(Seal)
J. L. Fowler	(Seal)

State of Maryland

County of San Francisco } ss

Jeffery Knight a Notary

Public is and for said City & County

do hereby certify that the foregoing

is a true correct copy of the original

and that my commission expires by me and

will expire on the 25th day of

November 1846

Jeffery Knight

Notary Public

It is the duty of the Notary

to see that all documents

have been duly signed

before the receipt of which is being

acknowledged. The hereby see, and

therefore are my right, with

both in presence and

to the above contract or agreement

as it is the duty of the Notary

therefore to the said Notary

Jeffery Knight

San Francisco

ss

November 24th 1846

Notice of Agreement entered into
this nineteenth day of November the
thousand eight hundred and fifty
two. Between James A. Smith of
the City and County of San Francisco
State of California Party of the first
part and James A. Smith and Thomas
Wallace of the City, County, and State
of Kansas, parties of the second part
Witness as follows
That whereas a

Company is being formed for the
purpose of getting out an expedition
to proceed to the north of the State
of "for the recovery of the
treasure and others that the
said James A. Smith is to receive
fifty per cent of the profit arising
from whatever treasure or other pro-
perty that may be recovered by
him, his agent or assigns or (50) fifty
per cent of the stock representing the
capital of the Company in consideration
of his services, and the use of the
during operation it is agreed and
understood between the said James A.

Fowler of the first part and Jared
F Greenman and Thomas Wallace of
the second part, that for and in
consideration of services rendered and
to be rendered by the said Thomas
Wallace and Jared F Greenman to the
said James L Fowler he the said
James L Fowler hereby agrees and
binds himself his heirs assigns
executors and administrators to transfer
unto the said Jared F Greenman
or his order (15) fifteen per cent of all
moneys, either coin Gold dust or bars
of Gold or silver or other valuables that
he, his agent or assigns may receive
or recover from the wreck of the said
vessel and he also binds himself
his heirs, assigns, executors and
administrators to transfer unto the
said Thomas Wallace or his order
(15) fifteen per cent of the Stock of
said Company or (15) fifteen per cent
of all moneys, either coin, gold, dust
bars of gold or silver or other valuables
that he his agent or assigns may
recover or receive from the wreck of

that can be by them be realized and
shown that they are at the best
not to be done by the same means
but that they have disposed of the
to receive the business in whole or in
by the same means of the same
then cannot it also be considered
business and that from the business
the operation is left to those a
from the same means of the same
that in the event of information
and Thomas Wallace to act
James & Co. and J. H. H. H.
advancement of the interests of the
very persons are not for the
to be that they have not and
in that with the same means of
their, assigns, execution and administration
of business from the same means, the
the same Thomas Wallace and the
of business of the same means that
but not Thomas Wallace and the
the same means of the same
that it is given between
and (see).

that the proceeds of the sale be
divided to each in proportion to the
amount of stock they held

Dated at San Francisco

this nineteenth day of November AD
1862

in presence of	Signed	
	James L. Fowler	
Henry Haight	Thomas Wallace	
	Jacob F. Greenman	

The Commissioners have this day
into an agreement whereby they have
themselves their heirs, assigns, executors
and administrators to subscribe the
sum of \$10000 (Ten thousand Dollars)
each, for the purpose of chartering
the Delaware Water and Light Co.
but no provision is made for paying
wages of their men and crew, to procure
the vessels of the Delaware Water and Light Co.
and to receive of goods, the
heaviness is much of their price.
and they further agree that no
agreements with an agreement
induce into this day by the water
agrees and Captain James Fort
who shall be in command of the
operations and for whose services
that of his crew they hereby agree
to give to each share of \$200 (200)
Eighty per cent of the net amount
received from each share; they
the undersigned share each share
(10) Ten per cent for each share of
the net amount received from
each share making a total of

undesignated of (50) Fifty per cent
of all moneys, gold or silver coin
bars or dust or other valuables that
may be recovered from the wreck
of said vessel by the said Captain
James L. Fowler his agent divers or crew.
And it is further agreed that the
sum of (\$4000) Four thousand
Dollars shall be paid into the
hands of the Treasurer this day
and the sum of (\$1000) One thousand
Dollars or Dollars each when
the assessment is made by the
Treasurer for further necessary ex-
penses.

It is further agreed that each
share shall have one vote at any
meeting of the company.

And it is further agreed that Thomas
J. Smiley shall be Treasurer of the
company signed

Three shares Thomas J. Smiley (Seal)

One share J. F. Greenman (Seal)

One share D. H. Mott (Seal)

Witness Henry Knight

That of the

City of New York
 1862 (approx) 1862

Officer Wright a notary public of New York
 City & County do hereby certify that the foregoing
 statement and following figures are true and
 correct copies of the original thing, this day
 appeared by me with due original
 wherein any have been offered on this 25th day
 of November 1862 (approx) Henry Wright Notary Public

That are subject for three months

Indebted Capital 10000

Debit for 3 months 1000

Debit for 3 months 750

Debit for 3 months 200

Debit for 3 months 400

Debit for 3 months 90

Debit for 3 months 90

Debit for 3 months 400

Debit for 3 months 150

Debit for 3 months 500

Debit for 3 months 1140

Debit for 3 months 3000

Debit for 3 months 2000

Debit for 3 months 10000

of One thousand Dollars to me in hand
paid by Charles Updegraff of Santa Clara the
receipt of which is hereby acknowledged
I do hereby sell, assign & transfer all
my right title & interest both in pos-
session & in expectancy in & to the above
agreement & in & to all the benefits &
profits to be derived therefrom to the
said Charles Updegraff

San Francisco Nov 26/1862

signed J F Greenman (Seal)

Witness

Henry Knight