

APR 28 1939

Waldo District
Josephine County

Name: Boswell Mine (gold quartz)

Owner: Robert Boswell, 905 E. D Street, Grants Pass, Ore.
Under option to Mr. H. K. Patterson of Toronto,
Ontario, Canada, and Mr. Don Kemerer is his en-
gineer.

Location: On the west side of Sucker Creek in S. 36, T. 39 S.
R. 7 W. 42 miles by road south from Grants Pass.

Area: 244 acres or patented land in the S. $\frac{1}{2}$ of Sec. 36.

History: The mine was discovered by Mr. Robert Boswell and
his son in 1914 and they operated it until 1921.
A pocket was found and considerable money was taken
out by Mr. Boswell. In 1921 the property was sold
to the Boswell Mining Co. with a Mr. Norden, pres-
ident, Mr. Barton, secretary, and Mr. Crouch who
was in charge of the milling operations. This com-
pany mined the remaining portion of the pocket.
There is no record of the total production of the
mine which has come from the one pocket. The pro-
perty has been idle since 1921, and in January of
1939 Mr. H. K. Patterson secured an option on the
property.

Development Work: Mr. Boswell's work consisted of a 20 ft. shaft with
two drifts each running 25 ft. each way from the
bottom of the shaft. The Boswell Mining Co. run a
120 ft. cross cut tunnel and cut the ledge, and the
ledge has been drifted on about 150 ft. each way
from the cross cut tunnel. A ventz in the tunnel
has been sunk to a depth of 70 ft. on the vein.

Geology: Country rock has weathered and altered at the sur-
face indicating an andesitic type predominating.
A residual clay soil at the surface shows basicity.
* Vein appears to be a resillified shear zone.

General Information: Elevation 3,000 ft. Plenty of water available for
mining operations in Sucker Creek which also would
develop water power. Mountainous topography.
Plenty of timber for mining operations. Maximum
3 ft. snow fall.
The above information furnished by Mr. Boswell.

Informant: J. E. Morrison. April 28, 1939.

Confidential
Note

Mr. Boswell does not have any information regarding
Mr. Patterson other than he plans to incorporate
and call it the Boswell Mines, Inc., and expected
to sell ~~this~~ stock in Canada. He made his first
payment on the mine, but subsequent payments have
not been met.

State of Oregon Department of Geology and Mineral Industries
1069 State Office Building, Portland, Oregon 97201

Date: February 2, 1972 Sec. 36 Twp. 39 R. 7 County: Josephine
(For your records)

A copy of the law governing this service is printed on the back of this sheet. Please fill out this form in triplicate and submit with your sample and analysis fee. One copy will be returned with the results entered in the space below.

Mr. Mike Wells
Route 1 Box 16
Cave Junction, Oregon 97523

Boswell Mine

Samples should weigh at least one pound and be dry. Fee for analysis must accompany sample.
Date Rec'd: 00.51 Amount Rec'd: \$6.00 (check) Analysis Mailed: February 9, 1972

NOTE: The Department assumes responsibility only for the analytical results and not for the validity of any samples submitted.

Analyzed by

LAW RELATING TO ANALYSIS OF ORES, MINERALS, ETC.

Oregon Revised Statutes Chapter 516

Date: February 2, 1972 Sec. 32 Twp. 32 R. 7 County: Josephine

The Department may make or have made qualitative and quantitative determinations of ores and minerals that are submitted for such purpose and that are from within the State of Oregon and may perform geological surveys or analyses at the request of any state agency if Department funding allows undertaking such surveys or analyses. The Department shall mail to the sender of such ores or minerals the results of such determination as soon as practicable after making such determination. Such services shall be performed by the Department, if at the request of any department, institution or other agency of this state, without any charge in excess of the actual cost thereof, or if at the request of a member of the general public, at a reasonable charge in excess of the actual cost thereof.

| | | | | | |
|--------------------------------------|---------|----------------|---------|-------|--|
| ***** | | ***** | | ***** | |
| Schedule of Analytical Fees | | | | | |
| Gold | \$ 5.00 | Mercury | \$ 7.50 | | |
| Silver | 5.00 | Molybdenum | 10.00 | | |
| Gold & Silver | 6.00 | Nickel | 7.50 | | |
| Copper | 7.50 | Phosphorus | 7.50 | | |
| Lead | 7.50 | Platinum Group | | | |
| Zinc | 7.50 | Platinum | 12.00 | | |
| Copper-Lead-Zinc | 15.00 | Palladium | 12.00 | | |
| Lead-Zinc | 12.00 | Osmium | 12.00 | | |
| Alumina | 10.00 | Iridium | 12.00 | | |
| Antimony | 10.00 | Rhodium | 12.00 | | |
| Barium | 8.00 | Ruthenium | 12.00 | | |
| Calcium Oxide | 8.00 | Rare Earths | 30.00 | | |
| Chromium | 10.00 | Silica | 7.50 | | |
| Cobalt | 10.00 | Tin | 15.00 | | |
| Iron | 7.50 | Titanium | 10.00 | | |
| Loss on Ignition | 3.00 | Tungsten | 15.00 | | |
| Magnesium | 7.50 | Uranium | 15.00 | | |
| Manganese | 7.50 | Vanadium | 7.50 | | |
| Drying wet samples \$0.75 per sample | | | | | |
| Prices for other analyses on request | | | | | |
| ***** | | ***** | | ***** | |

There is no limitation on the number of samples submitted nor on the number of analyses per sample. Space on the form on the reverse side is provided for recording the legal description and nature of the sample. This information is not required by the Department, but may be useful to the submittee.

Fees for all analyses must be received by the Department before any analytical work can commence.

NOTE:

CRIB MINERAL RESOURCES FILE 12

RECORD IDENTIFICATION

RECORD NO..... M061121
RECORD TYPE..... X1M
COUNTRY/ORGANIZATION. USGS
DEPOSIT NO..... DDGMI 100-383
MAP CODE NO. OF REC..

REPORTER

NAME..... JOHNSON, MAUREEN G.
UPDATED..... 81 02
BY..... FERNS, MARK L. (BROOKS, HOWARD C.)

NAME AND LOCATION

DEPOSIT NAME..... BOSWELL PROSPECT

MINING DISTRICT/AREA/SUBDIST. WALDO

COUNTRY CODE..... JS

COUNTRY NAME: UNITED STATES

STATE CODE..... OR

STATE NAME: OREGON

COUNTY..... JOSEPHINE

DRAINAGE AREA..... 17100311 PACIFIC NORTHWEST

PHYSIOGRAPHIC PROV..... 13 KLAMATH MOUNTAINS

LAND CLASSIFICATION..... 01

QUAD SCALE

1: 62500

QUAD NO OR NAME

OREGON CAVES

LATITUDE

42-07-50N

LONGITUDE

123-28-49W

UTM NORTHING

4664160.3

UTM EASTING

460300.0

UTM ZONE NO

+10

TWP..... 39S

RANGE..... 07W

SECTION.. 36

MERIDIAN. W.M.

ALTITUDE.. 2700

OCCURRENCE(S) OR POTENTIAL PRODUCT(S):
POTENTIAL.....
OCCURRENCE..... AG

DRE MATERIALS (MINERALS, ROCKS, ETC.):
GOLD

COMMODITY SUBTYPES OR USE CATEGORIES:
8.89 AU:AG

EXPLORATION AND DEVELOPMENT
STATUS OF EXPLOR. OR DEV. 5

DESCRIPTION OF DEPOSIT

DEPOSIT TYPES:
VEIN/SHEAR ZONE VOLCANOGENIC
FORM/SHAPE OF DEPOSIT: POCKET

SIZE/DIRECTIONAL DATA

SIZE OF DEPOSIT..... SMALL
DEPTH TO BOTTOM..... 25 FT
MAX LENGTH..... 40 FT
MAX WIDTH..... 4 FT
STRIKE OF DREBODY.... N85E
DIP OF DREBODY..... 60NW

COMMENTS(DESCRIPTION OF DEPOSIT):

RICH SHOOT OF DRE FOUND IN GOSSAN ADJACENT TO "VEIN" ON NORTH

DESCRIPTION OF WORKINGS

COMMENTS(DESCRIP. OF WORKINGS):
SHAFTS, ADITS, TOTAL 600

PRODUCTION

YES
MEDIUM PRODUCTION

ANNUAL PRODUCTION (DRE, COMMOD., CONC., OVERBURD.)

| ITEM | ACC | AMOUNT | THOUS. UNITS | YEAR | GRADE, REMARKS |
|-----------|-----|--------|--------------|-------|----------------|
| 1 DRE SML | | .157 | TONS | | |
| 2 AU SML | | .195 | OZ | 1.245 | OZ/T |
| 3 AG SML | | .022 | OZ | .140 | OZ/T |

PRODUCTION YEARS..... 1923-1939

SOURCE OF INFORMATION (PRODUCTION).. USBM

GEOLOGY AND MINERALOGY

AGE OF HOST ROCKS..... PERM-TRI
HOST ROCK TYPES..... GREENSTONE
IGNEOUS ROCK TYPES..... SERPENTINE

GEOLOGICAL DESCRIPTIVE NOTES. GREENSTONE IS ANDESITIC

LOCAL GEOLOGY

NAMES/AGE OF FORMATIONS, UNITS, OR ROCK TYPES

- 1) NAME: APPLGATE GROUP
AGE: PERM-TRI

SIGNIFICANT ALTERATION:

GOSSAN APPARENTLY SEPARATE FROM SHEAR ZONE; SHEAR ZONE IS SILICIFIED

GENERAL COMMENTS

RECORD NUMBER (M013355) HAS BEEN MERGED WITH THIS RECORD AND DELETED FROM THE OREGON FILE

GENERAL REFERENCES

- 1) RAMP, L. AND PETERSON, N.V., 1979, GEOLOGY AND MINERAL RESOURCES OF JOSEPHINE COUNTY, OREGON; ODGMI BULL. 100, P. 27
- 2) BROOKS, H.C. AND RAMP, L., 1968, GOLD AND SILVER IN OREGON; ODGMI BULL. 61, P. 247
- 3) OREGON METAL MINES HANDBOOK, 1942, ODGMI BULL. 14-C, VOL. 2, SEC. 1, P.182

M Pat. Mar. 26, 1907 No. _____

Address _____

Salesman _____ Date _____ 191

LEWIS BROS.
GENERAL MERCHANDISE
HOLLAND, ORE.

| | | |
|----|-----------|------|
| 1 | St. Johns | 1 25 |
| 2 | " | |
| 3 | " | 1 00 |
| 4 | " | 1 00 |
| 5 | " | 4 00 |
| 6 | " | 1 25 |
| 7 | " | 1 10 |
| 8 | " | 25 |
| 9 | " | 1 00 |
| 10 | " | 1 00 |
| 11 | " | 1 50 |
| 12 | " | 25 |
| 13 | " | 25 |
| 14 | " | 25 |

27

M Pat. Mar. 26, 1907 No. _____

Address _____

Salesman _____ Date _____ 191

LEWIS BROS.
GENERAL MERCHANDISE
HOLLAND, ORE.

| | | |
|----|-----------|------|
| 1 | St. Johns | 1 25 |
| 2 | " | |
| 3 | " | 1 00 |
| 4 | " | 1 00 |
| 5 | " | 4 00 |
| 6 | " | 1 25 |
| 7 | " | 1 10 |
| 8 | " | 25 |
| 9 | " | 1 00 |
| 10 | " | 1 00 |
| 11 | " | 1 50 |
| 12 | " | 25 |
| 13 | " | 25 |
| 14 | " | 25 |

28

APPLICATION TO PURCHASE

To the State Land Board:

I hereby apply to purchase the following described _____ lands, situated in Josephine County Oregon, to wit:

The north-west quarter of Lot #2 and land in the north half of the south-west quarter of Section 36 (thirty-six) as herein described by plat
all in township 39 S, range 7 W, containing about 50 acres, and I agree to pay for the same according to law.

R. Boswell
(Signature of Applicant)

This 18th day of November A. D. 1913

STATE OF OREGON,

County of Jackson } ss.

I, R. Boswell, being first duly sworn, say that I am over eighteen years of age; that I am a citizen of the United States; that I reside at No. 1002 W 11th Street, City of

Medford, County of Jackson, State of Oregon
and my post office address is Medford, Oregon; that the proposed purchase is for my own benefit; that I have not directly made any previous purchase of land from the State of Oregon of the kind described above, nor has anyone for me, which, together with the land described in the above application, exceeds three hundred and twenty acres; that I have made no contract or agreement, expressed or implied, for the sale or disposal of the land applied for, in case I am permitted to purchase the same, and that there is no valid adverse claim thereto.

SIGNED IN THE PRESENCE OF

R. Schuler

R. Boswell
(Signature of Applicant)

Ben Garnett

Subscribed and sworn to before me this 18th day of November, 1913
and I hereby certify that I am personally acquainted with the applicant whose signature appears above, and that he is the identical person described in the foregoing affidavit.

F. W. Mears
Notary Public for Oregon

STATE OF OREGON,

County of Jackson } ss.

I, R. Schuler, residing at No. 915 W 10th Street,

City of Medford, County of Jackson, State of Oregon,

and Ben Garnett, residing at No. 211 Olson Street,

City of Medford, County of Jackson, State of Oregon,

being first duly sworn, depose and say, each for himself, that the address given after my name herein is my true place of residence; that the within applicant is personally known to me; that he signed and swore to the within application in my presence, and I signed my name as a witness to his signature in his presence and that I believe he makes the within application for his own use and benefit.

R. Schuler

Ben Garnett

Subscribed and sworn to before me this 18th day of November, 1913
and I hereby certify that I am personally acquainted with the persons whose signatures appear above, and that they are the identical persons described in the foregoing affidavit.

F. W. Mears
Notary Public for Oregon

TO THE STATE LAND BOARD:

I hereby apply to purchase the following described mineral lands, situated in Josephine County, Oregon, to-wit:

Three mining claims of 20 acres each and a three acre fraction all in the N $\frac{1}{2}$ of SE $\frac{1}{4}$ and N $\frac{1}{2}$ of SW $\frac{1}{4}$ Section 36, located and recorded in mining records of Josephine Co. Ore.

all in township 39, range 7 W., containing 63 acres, and I agree to pay for the same according to law.

D. K. Sutherland
(Signature of Applicant.)

This 11th day of June, A. D. 1913.

STATE OF OREGON,
County of Josephine } ss.

I, D. K. Sutherland, being first duly sworn, say that I am over eighteen years of age; that I am a citizen of the United States; that I reside at No. _____ Street, City of Holland, County of Josephine, State of Oregon,

and my postoffice address is Holland, Oregon; that the proposed purchase is for my own benefit; that I have not directly made any previous purchase of land from the State of Oregon of the kind described above, nor has anyone for me, which, together with the land described in the above application, exceeds three hundred and twenty acres; that I have made no contract or agreement, expressed or implied, for the sale or disposal of the land applied for, in case I am permitted to purchase the same, and that there is no valid adverse claim thereto.

SIGNED IN THE PRESENCE OF

D. K. Sutherland
(Signature of Applicant.)

T. M. Anderson

Robert G. Grimmatt

Subscribed and sworn to before me this 11th day of June, 1913 and I hereby certify that I am personally acquainted with the applicant whose signature appears above, and that he is the identical person described in the foregoing affidavit.

(Seal)

J. E. Hodgdon

Notary Public

STATE OF OREGON,
County of Josephine } ss.

I, T. M. Anderson, residing at No. _____ Street, City of Holland, County of Josephine, State of Oregon,

and I, Robert G. Grimmatt, residing at No. _____ Street,

City of Holland, County of Josephine, State of Oregon, being first duly sworn, depose and say, each for himself, that the address given after my name herein is my true place of residence; that the within applicant is personally known to me; that he signed and swore to the within application in my presence, and I signed my name as a witness to his signature in his presence and that I believe he makes the within application for his own use and benefit.

T. M. Anderson

Robert G. Grimmatt

Subscribed and sworn to before me this 11th day of June, 1913 and I hereby certify that I am personally acquainted with the persons whose signatures appear above, and that they are the identical persons described in the foregoing affidavit.

(Seal)

J. E. Hodgdon

Notary Public

MEMORANDA

The foregoing affidavit must be sworn to before a Notary Public or County Clerk within this State. The present price of all State land is not less than \$7.50 per acre.

Payments on State lands, except tide lands, may be made as follows: One-fifth down, one-fifth in one year, with interest at eight per cent per annum; one-fifth in two years, with interest at seven per cent per annum; two-fifths on demand, with interest at six per cent per annum; interest on all deferred payments payable annually; the demand payment will not be allowed to stand for a longer period than five years from the date of issuance of the certificate.

For tide lands, full payment is required and a special application is prepared for this class of lands which will be sent

This is to Certify, That the State Land Board has this day sold to
D. K. Sutherland

the following-described school lands, situate in Josephine County,
Oregon, to-wit: The N $\frac{1}{2}$ of N $\frac{1}{2}$ of SE $\frac{1}{4}$, N $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the East 3/20
of the N $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 36, T.39 S.R.7 W. of W.M., con-
taining 63 acres.

Subject, however, to right-of-way for ditches, canals, and reservoir sites for irrigation purposes, constructed, or which may be constructed, by authority of the United States or otherwise, which right-of-way is hereby expressly reserved, as provided by Section 12, Chapter 228, Page 405, Session Laws of 1905.

For the sum of \$ 945.00 in Gold Coin, payable as follows:

\$ 180.00 down, the receipt whereof is hereby acknowledged,
\$ 199.00 in one year, with interest at eight per cent per annum,
\$ 189.00 in two years, with interest at seven per cent per annum,
\$ 377.00 on demand with interest at six per cent per annum.

Interest on all deferred payments payable annually.

Now, when said payments are made, both principal and interest, as herein expressed, then the said

D. K. Sutherland

his heirs and assigns shall be entitled to a deed of conveyance to the land above described; but in case any principal or interest on said payments shall remain unpaid for one year after the same becomes due, then this sale and certificate shall be void, and all payments made thereon shall be forfeited, and the land shall be deemed to be vacant, and shall be subject to sale as if it had not before been sold.

By order of the State Land Board.

WITNESS the seal affixed this 15th day of July, 1913.

~~-G. G. Brown-~~

Clerk of the Board

(Seal)

MEMORANDA

In all correspondence relating to Certificates of Sale, or in sending in payments, always give the number of Certificate of Sale. This Certificate should be returned to this office when the above-mentioned installments are paid, as deed will not be issued until it is so returned or its absence accounted for.

All assignments of Certificates of Sale shall be executed and acknowledged in the same manner as a deed to real estate; and the assignee, upon full payment of the amount due on the purchase price and delivery to the Board of such Certificate and assignment, shall receive a deed to the lands described in such Certificate in his own name, as if he were the original purchaser.

NOTICE OF LOCATION OF QUARTZ CLAIM.

Notice is hereby given, that the undersigned, citizen of the United States, over the age of twenty one years, on the 10th day of May, 1904, discover a vein or lode of Quartz or Sand Rock in place, bearing gold, silver or lead, within the limits of the claim hereby located, and have this 10th day of May 1904, under and in accordance with the revised Statutes of the United States, located fifteen hundred linear feet of this vein or lode in length with surface ground three hundred feet in width on each side of the center of said lode, situated in the Sucker Creek Mining District County of Josephine and State of Oregon, and known as the Little Gem Quartz Mine, discovery claim No. 1 Mining Claim and extending 1500 feet in a westerly direction from this Notice: the exterior boundaries of this claim being distinctly marked by reference to Natural objects or permanent monuments, and more particularly described as follows, to-wit: Commencing at this notice posted at discovery shaft, thence northerly 300 feet to corner post No 1, thence westerly 1500 feet to corner post No 2, thence southerly 300 feet to west center end stake, thence southerly 300 feet to corner post No 3, thence easterly 1500 feet to corner post No 4 thence northerly 300 feet to place of beginning. Situated in Althouse or Sucker Creek Mining District, County of Josephine State of Oregon, and that I intend to hold and work said above described claim as provided by the local laws and customs and rules of Mines and Mining Statutes and laws of the United States.

Discovered on the ground, Located 10 day of May 1904.

Witness: James Fetterly
W. D. Gardner

Jess B. Barnett, Locator

State of Oregon : SS
County of Josephine)

Personally appeared before me, a Notary Public, Jess Barnett and declares that he has made a cut 20X4X7 feet and a tunnall 10 X 6 X 5 as required by H. B. No. 1 Sec. 3 Act 1901.

J. B. Barnett, Locator &
Laborer.

Subscribed and sworn to before me this 6th day of June A.D. 1904
Mary Ellen Leonard

Notary Public.

(N.P. Seal)

Filed and Recorded June 10th 1904

STATE OF OREGON,
County of Josephine

33

I, E. L. Johnson County Clerk of the County aforesaid,
and ex-officio Clerk of the County Court therefor, hereby certify that I have
carefully compared the foregoing copy of Location
with the original, and that it is a true and correct copy thereof and of the whole thereof,
as the same appears of record at page 38 of Vol 16 Mining
Records.
in my office and in my custody.

Witness my hand and the Seal of said Court,
this 13th day of May A. D. 1914
E. L. Johnson, Clerk.
By _____ Deputy Clerk.



Lousignot

It is apparent that Anderson never intended to claim to the limit of his stakes on the ground and that he was relying entirely on the title he got from the State, for, in July 1913, he had a conversation with Frank Lousignot on the property which was before Anderson had contracted to Wilson and before Wilson had contracted to the Grand Prize, and it was before Mr. Boswell was ever on the ground.

(Page 542 of the testimony of Lousignot)

W. E. Atkins - Page 589 of testimony
Geo. H. Porter " 585 " testimony

Testimony, page 542, LOUSIGNOT:

Q. "Dod you know where the line is between the lands bought by Mr. Anderson from the state and the lands bought by Mr. Boswell from the state? A. Only as it was pointed out to me.

Q. Who pointed it out to you? A. I think young Mr. Boswell.

Q. Did Mr. Anderson ever point it out to you? A. Well, he told me he had calculated to buy of the school land so it would cover this place where this pocket was, where he thought the pocket was.

Q. Now where was this place with reference to the line that young Mr. Boswell showed you? A. It was just below it a little piece.

Q. How many feet? A. I didn't measure it.

Q. Do you suppost twenty five, thirty or forty? A. Yes, I would judge twenty five y ards, maybe. It was all brush, I would not be able to say positively.

Q. Did he say anything about where the values were? A. Say what?

Q. Did he say anything about where the values were? A. He said they did not go above that hole, that upper hole and he said he knowed there was one pocket there and he says, "I believe there is one here'."

Boswell Shows Wilson the
Corner

PAGE 252, TESTIMONY OF R. BOSWELL:

Q. "What about the conversation that took place between you and Wilson if there was any such conversation with reference to where the corners were? A. Later in the latter part of March or the first of April Wilson came back from California or Nevada and Mr. Anderson came around, came up one Sunday and I took them over and showed them the prospect and I told them both that at any time they agreed to I would take them down over the line of my survey and show them our works and if they cared to check it up that it might help them some in their work and a day or two later Mr. Wilson and Stock and Short was up there and also Barton and along before dinner Wilson came around to the camp, they were just out by the camp on the trail and said he would like to go down and look over the line or I asked him if he was ready then and would go, one or the other and so we started down the hill or at that time Barton-----

Q. George Barton or C. J. Barton? A. George S. Barton. Wilson asked me to show him the southwest corner of the Grand Prize as we were going down the hill, as he did not know where it was, we went down the hill and Mr. Stock, Wilson, Short begun to look for the corner and I had not been to it since I think, we found it when we were making our survey and I looked a little bit for it but thought it was further down the hill and I kept on going down the hill and found the tree and so they all came down to it and I told them there was the tree we found marked the southwest corner of the Grand Prize mine that I supposed by the marking that that was the corner. Anderson had never shown it to me, we found it when we were making our survey."

~~B20~~

TESTIMONY R. J. BOSWELL, PAGE 368-9.

Q. "Were you present when Wilson came up and asked about some of the corners? A. I was.

Q. When was that? A. That was in, I should judge the last of March or the first part of April, 1914.

Q. Who was present? A. A. C. Stock and Short and Mr. Parmalee and George S. Barton, my father and myself were there at the tent, I think.

Q. What was it Mr. Wilson said? A. Mr. Wilson asked my father to show him the southwest corner of Anderson's stake and also the survey that we had made and the quarter corner of the section line and Father went down the hill with Mr. Wilson and Mr. Stock and Mr. Short and Mr. Parmalee.

Q. That was just prior to the beginning of the suit, was it?

A. I believe it was, it was some time in April, I believe."

Q. And did Mr. Wilson say he did not know where the southwest corner was? A. Yes, he said he did not know where that was and he wished my father would show him where the corner was.

Q. And what did your father show him? A. I think he showed him the corner.

Q. Well, what corner was it, the corner you had found when you made your pocket compass survey? A. Yes sir, the oak tree.

Q. Well, now when you say the oak tree what tree would that be on this map, plaintiff's exhibit 11? A. That would be this tree here."

TESTIMONY OF GEORGE BARTON, PAGE 534:

Q. "Did you see Mr. Wilson and Mr. Stock on or about the 14th of March, 1914 or in March, 1914? A. Well, yes, in March, I did but I don't know whether it was the 14th or not, it was later, I think.

Q. Well---- A. I may have seen them at that time too, but I recollect seeing them later than that in March.

Q. In what connection did you have any talk with them?

A. Well, the time I recollect I met them the other side of Mr. Boswell's tent, myself and Mr. Parmale and Mr. Short were going over with some samples to pan near Mr. Boswell's reservoir and Mr. Stock and Mr. Wilson came down from the upper side of the trail and Mr. Wilson asked me if I knew where Anderson's corners went and I told him I did not know where they were and Mr. Boswell came along about that time and he was coming at the time that they spoke along the trail towards us from over in the direction we were going and they went with him down the hill to look at the quarter section corner as I thought at the time and Mr. Short stopped and went down with them along with Mr. Stock and Mr. Wilson and Mr. Parmalle and I went over and panned these samples near the reservoir there and came back about dinner time, I did, to Mr. Boswell's and had lunch there and Mr. Boswell came back about the time I got there or a little after and Mr. Wilson came back with him."

Meeting on the Dump -

TESTIMONY PAGES 358-9, Boswell:

Q. "Now I want you to go ahead and tell what the conversation was on the--- tell what the conversation was on the dump there and as near as you can state when it was? A. In showing Mr. Anderson and the other parties the prospect, Mr. Anderson says to my father, "Bob, I will give you five hundred dollars for your prospect." Mr. Barton spoke up and says, "I will double it and double it again," and Mr. Farmer, in talking with Mr. Anderson later, says, "Mr. Anderson, your reputation as a pocket hunter will-- looks bad to have this lying so close to you and you not finding it," and he says in going down the hill to the largest cut, he says, "You see that cut there," he says, "I helped dig that and didn't get any colors."

Q. Did he refer to the cut on the left of the tunnel?

A. Yes sir, and which is partly filled up now and the smaller cut he says, "Tom dug that and he did not get anything there."

Q. That is the one, the right? A. Yes sir, and he says, "You see the line there where the survey is," he says, "This ground is on Boswell's ground," and he says, "I am glad he found it, I would rather see him find it than anybody else."

Q. W What did he say if anything when he pointed out the line, that is, what was his language as near as you can recall?

A. He pointed the line out for Mr. Farmer and the rest of us there and he says, "You see the line there," he says, "This ground is on Boswell's ground," and he says, "I am glad he found it."

Q. Did he say anything about how near he came to get it, to find it? A. With reference to the two cuts, he did."

See page 68 of Brief

TESTIMONY OF LESTER BOLING, PAGE 505:

"Well, what was the conversation that took place there on the part of Mr. Anderson with Mr. Boswell and you other people present? A. Well, we were discussing, he was showing us how close he had come to finding this discovery himself.

Q. Who? A. Mr. Anderson.

Q. All right, what took place? A. He says with reference to that hole right below the discovery, he says, "You see that hole there, boys," he says, "I sunk that and you can see just how near I came to finding this, but I did not figure that there was any values up the hill this far," he says, "I got nothing there except just a little prospect."

Q. What cut did he refer to? A. That is the one right below where Mr. Boswell made this discovery.

Q. That is that large cut you referred to awhile ago?

A. Yes sir, the large one.

Q. Well, did Mr. Anderson at that time make any offers to Mr. Boswell for his find? A. Yes, he did.

Q. What did he offer him if anything?

By Mr. Reames. It is understood that is going in under our original objection.

Q. Yes, go ahead and answer the question.

By the Court. Just answer the question.

A. He made an offer of, I forget just now whether one or five thousand, any way it was either one of the two.

Q. Who was present, was George Bardon there? A. Yes sir, Mr. Bardon was there.

Q. Did George Bardon make any offer at the time, do you recall?

A. Yes, he did.

Q. All right, what was it? A. Well, whatever Mr. Anderson's offer was he spoke up and said he would double that and double it again.

Q. Are you testifying exactly just what the offer that he made?

A. No, I am not, I disremember now just exactly what it was.

Q. What did Mr. Anderson say when Mr. Bardon said he would double the offer and double it again? A. Well, he said if they were going to bid that way he guessed he would quit.

Q. Were there any observations made by Mr. Farmer or others, in a jocular way about his reputation being at stake? A. Yes sir.

Q. What was it? A. Why, Mr. Farmer said in a joking way that

TESTIMONY OF LESTER BOLING, PAGE 505 (Continued)

Q. "Did Mr. Anderson state upon that occasion to the parties there assembled where he had found the last values? A. Yes sir.

Q. Where did he say they were? A. It was down below the line there.

Q. How far down? A. Well, I should think it was a hundred feet.

Q. Did he point that out to you boys there? A. Yes sir.

Q. On that occasion did he say anything to any of you about the line between the Anderson lands & Boswell Lands? A. He did.

Q. What did he say? A. Well, he says, "You boys can see the line right there." He says, "Mr. Boswell here found it and he found it on his own ground," and he says, "I am glad of it, glad he did."

Q. You say that he pointed out the line? A. He showed it to us and it was a very distinct line blazed right through there that Mr. Stockman run.

Q. Mr. Anderson called your attention to that line? A. Yes sir, there was the boundary line between him and Mr. Boswell's land.

Q. He referred to that as the boundary line, did he? A. Yes sir.

Q. Did he say anything at that time how it was that was there because of Mr. Boswell buying the land, who had advised him to buy it, if anybody, that is, did Mr. Anderson say at that time who had advised Mr. Boswell to buy the land? A. I don't remember whether he said it at that time or not.

Q. Well, did you ever hear him make any statement of that kind?

A. Yes sir.

Q. Where did you hear him make the statement? A. Well, there was some conversation I had had with him some time or other, I don't remember just where it was."

TESTIMONY OF CHARLES FARMER, PAGE 522:

Q. State whether or not there was anything said at that time about the line between the Boswell land and the Grand Prize land or Anderson land?

By Mr. Reames. I wish to renew the objection, that the examination is not legal nor proper.

Q. Answer the question? A. Why, yes, we pointed out the line there and he said that was between his claim and Mr. Boswells.

Q. Who pointed out the line? A. Mr. Anderson. I asked him if that was the line and he said yes. It was brushed through there.

Q. Well, was there any other conversation that took place there at that time? A. Well, yes.

Q. What was it about? A. He told Mr. Boswell that he would give him five hundred dollars for the claim.

Q. What did Mr. Boswell answer? A. And Mr. Boswell, he did not want to take it and Mr. Barton said he would give that much and double it and double it again.

Q. Where was the line which Mr. Boswell had or Mr. Anderson had shown you on the ground there as being the line between the Anderson lands and the Boswell lands? A. It was right along below the dump, Mr. Boswell's dump.

Q. Looking down the hill? A. Looking down the hill."

TESTIMONY OF GEORGE BARTON, PAGE 532-3:

Q. What took place there, what was the conversation and who was it between? A. Well, there was a conversation on between all of us to some extent in regard to the strike and to the ground there and I---- they were all there when I came up. I came up the hill going on up to the little Gem and they had got there ahead of me, part of them, and we looked at the strike and they were discussing about what it would amount to, etc. and also Mr. Anderson mentioned about how close he had come to getting it and pointed out this cut down below Mr. Boswell's tunnel and he also said that he had just offered Mr. Boswell five hundred dollars for an interest in it and why, I told him I would double that and double it again for a half interest and he said something about I should not be doing that when he was trying to get a deal through, that I would be kind of knocking his chances of getting an interest for five hundred dollars in overbidding him.

Q. Well, at that time was there anything said about the line between the Boswell promises and the Grand Prize premises?

A. The line was--- yes, the line was pointed out.

Q. By whom? A. Well, as I recollect Mr. Anderson pointed it out to either Mr. Farmer or Mr. Bowling. We were all standing there together and a survey was made at that time and he pointed this line out and stakes and the little place that was brushed on off up the hill where the line was surveyed.

Q. What expression did he make there at that time in this particular connection? A. Well, he made in connection with his having come close to finding it before on his ground or having found or would have found the deposit, the line showed how close he come.

Q. Did he say whose ground it was on? A. I don't know that he said whose ground it was on only he said it was Mr. Boswell's strike, he mentioned it many times, glad Mr. Boswell made the strike, etc., would rather have him have it than any other man except himself perhaps.

Q. Now what if anything did Mr. Anderson say at that time as to where he had found his last values? A. Well, he pointed to a hole or cut down the hill on the ground that was cleared off a little piece and mentioned having found gold in that and also in this cut below Mr. Boswell's tunnel he said they got one or two light colors from the dirt."

TESTIMONY OF GEORGE H. PORTER, PAGE 585:

Q. Did you have a conversation with him some time since with reference to the Boswell strike? A. No, nothing only at the time that I packed up there to Mr. Boswell's.

Q. All right, what was the conversation?

By Mr. Reames. When and where was this?

Q. All right, when was it, we will find out about that?

A. Well, I could not say exactly, I don't just remember the date.

Q. 3 Two or three months ago? A. Oh, yes, I guess longer ago than that when I packed the grub up, I don't remember what day it was or exactly when.

Q. Was it this spring? A. Yes sir.

Q. In 1914? A. Yes sir.

Q. What was the conversation about? A. Well, all of the conversation betwixt Mr. Anderson and me, he asked me if I had saw Mr. Boswell's prospect and I told him no, that I had not. Well, he says, "You want to go over and see it," he says, "it is as fine a prospect as there is in the country," and he says "I thought just that much of it, I offered him five thousand dollars for it," and at that I passed away with another young fellow and went over to look at it, Mr. Boswell told me to take a look at it."

*Anderson and Wilson see them
working*

TESTIMONY PAGE 248, BOSWELL:
" 249

Q. "Mr. Boswell, did Mr. Anderson and Mr. Wilson know of your working up there right along? Did they see you there?

A. Yes, sir.

(Page 249)

Q. Was there any objection made by Mr. Wilson and Mr. Anderson?

A. None whatever. Mr. Wilson was asked to go up and run out the line but he said he didn't have time."

WILSON EXAMINED THE GROUND

Testimony page 359: Boswell:

Q. "Now how long had you and your father been working on this prospect and on this particular ground? A. Since----off and on since January, 1914.

Q. And did Mr. Anderson know about it? A. Yes sir, he did.

Q. Was he up there at any time while you were working on it he was there how frequently? A. In March and part of April he was there almost every day and sometimes---

Q. Was he up there during the month of February any?

A. He was.

Q. About how many times could you say that he was up there prior to the time when the suit was brought? A. That would be hard to say.

Q. Well, how many times could you say he was up there prior to the time you had this conversation on the dump? A. Well, in January and February he came up at different times with parties. Mr. Wilson at different times and other parties on the ground.

Q. Who was there on the dump when they came? A. My father was there at one time I remember of and different times, oh, I should judge he was there four or five times during that time. In March and April he was there numerous times."

- Murphy - Crimmons -

TESTIMONY, CON CRIMMONS, R. J. BOSWELL,
Page 351.

Q. "And then where did you go after that, did you remain in that country or did you go home? A. No sir, I think that the next day or the next evening Mike Murphy and Con Crimmons came to the ranch. I think that was about the 12th of September. They came one evening to the ranch and Mr. Murphy introduced Crimmons to Mr. Anderson, Mr. Akers and myself and said that he was a stranger in that part of the country, that he had never been in there before and Crimmons also said so.

Q. What did he say as to whether or not he said that was his first trip on the creek? A. Yes, that he had never been in that part of the country before.

Q. What disposition did Mr. Anderson make of them? A. Later on in the presence of-- the same evening in the presence of Will Akers I asked Anderson if he knew who Crimmons was and he said that he had never met the man before in his life, that he supposed he was some prospector Murphy had picked up in the Pass and that Murphy would probably stay with him until his money run out and would probably leave him and he says, furthermore he says----

Q. And had your father been there during that time?

A. No sir, Father had left there the 8th of September.

Q. He left there prior to the time when Crimmons and Murphy came in? A. Yes sir.

Q. What was it Anderson said about Murphy at that time?

A. Anderson says "Mike Murphy is such a damned old liar I am not going to have anything to do with him."

Q. Did he let him stay in the house? A. He let him sleep in the barn.

Q. Who was present and heard that statement? A. Mr. Akers and myself."

Murphy - Crumley

TESTIMONY OF W. A. AKERS, Page 462.

On Page 459 of the testimony W. A. Akers, son-in-law of T. M. Anderson, testified that Mike Murphy was only at the Anderson ranch about the 20th or 22nd of August.

And on page 462 he testifies as follows:

Q. "Had you been there previously during the month of August?

A. Yes sir.

Q. How much of the time? A. All of the time.

Q. Was Mr. Murphy there at any time during that August preceding this visit you are testifying about? A. I didn't see him.

Q. Well, if he had been there and stayed a week or two and gone over to the mine would you have known it? A. Yes sir, I was there all of the time.

By Mr. Schlessinger. Plakntiff objects as absolutely ridiculous and calling for an opinion

Objection over ruled.

By Mr. Reames. The point I was about to object on is that this is not the time the witnesses were asked about.

Q. Who was doing the cooking at the boarding house or at the ranch? A. My wife at the present time.

Q. Who? A. My wife at the present time.

Q. Who? A. My wife at the present time.

Q. During all of August? A. During all of August.

Q. Were you there every night during August? A. I won't say every night, no, but I think I was away one night in August.

Q. What night was that, can you recall? A. That was the night Mr. Boswell came to the place in August, about the 9th.

Q.3 About the 9th? A. Yes sir.

Q. (By Mr. Reames.) You say you were away that night?

A. Yes sir, and returned the next day.

Q. Now that night you were away where did you go? A. Tom and I went up the creek fishing and hunting, we left Saturday afternoon and got back Sunday afternoon to the ranch.

Q. Was Murphy there when you left Saturday afternoon?

A. No sir.

(2)

TESTIMONY OF W. A. AKERS, Page 462 (Continued)

Q. Did you see him between that time and the 27th when you say you saw him? A. No sir.

Q. Did you hear Anderson or anybody at the house mention the fact that Murphy had been there? A. No sir.

Q. Or that he had been on the mine or that Anderson had been on the mine with him? A. No sir.

Q. Did you hear anybody mention that? A. No sir.

Q. Do you know Con Crimmons? A. Yes sir, I met the man.

Q. Was Con Crimmons--did Con Crimmons come there with Murphy during the month of August? A. No sir.

Q. When did you meet Con Crimmons first? A. About the 11th or 12th of September.

Q. Was that the first time you ever saw him? A. The first time I ever saw the man in my life."

- Murphy - ~~Summer~~ -

TESTIMONY OF MRS. AKERS, Pages 493-4 and 495.

Q. "Are you acquainted with the ranch known as the Gray Back ranch at the mouth of Gray Back creek where it enters Sucker creek? A. Yes sir.

Q. Have you ever lived there? A. Yes sir.

Q. State whether or not you were there during the summer of 1913? A. I was there from the latter part of May until the 5th of September.

Q. During the month of June were you absent from there at all?

A. No sir.

Q. Were you away from there during the month of July? A. No sir.

Q. Were you away from there during the month of August?

A. No sir.

Q. When did you leave there? A. The 5th of September.

Q. 3 Then you were there continuously during the summer?

A. Yes sir.

Q. Do you know Mike Murphy? A. Yes sir.

Q. State whether or not Mike Murphy was at the Gray Back ranch where your father was living and where you were during the month of July, 1913? A. No sir, he wasn't.

Q. State whether or not he was up there during the month of August, 1913? A. Yes sir, he was.

Q. About what time in the month? A. Well, it was between the middle and latter part.

Q. State whether or not he was alone when he came there?

A. Yes sir, he was alone.

Q. What time, did he come in the evening or what time of the day did he come? A. Well, it was in the evening and it was after we had supper.

Q. Who gave him the supper if he had any? A. I fixed butter milk and biscuits, if I remember.

Q. Did he stay all night? A. Yes sir, he stayed all night.

Q. State whether or not he was there the next day? A. Yes sir.

Q. Did he remain there any longer than that? A. Yes sir.

Q. How much longer? A. Until the next morning.

21

TESTIMONY OF MRS. AKERS (Continued)

Page 495.

Q. "Now I want to ask you if Mike Murphy and Con Crimmons came to the Gray Back ranch in or during the month of July or August or September during the time when you were there?

A. No sir, they were not.

Q. Did you ever see Con Crimmons? A. I did once, yes sir.

Q. Where? A. They came down one morning and was at the ranch.

Q. When was that? A. It was in September.

Q. That was after you had returned from Kerby? A. Yes sir.

Q. About what time in the month, 15th or 18th? A. Yes, it was after I came home, after the 11th or--- it was along about the 15th or 18th along there some time."

(3)

CROSS-EXAMINATION OF MRS. AKERS, PAGE 496.

Q. "Have you any way by which you fix the dates that you have given? A. Yes sir, I have.

Q. How? A. Because I know that about the school, I am positive that school began the 8th of September and we came down Friday and that was the 5th.

Q. You came down to Kerby? A. Yes sir.

Q. How do you remember the school begun on the 8th?

A. Simply because it did, I am positive of that. I know it did and pretty positively."

(See Defendants' exhibit P)

Murphy - Crimmons

TESTIMONY OF GROVER GRIMMETT, PAGE 629.

Q. "Do you know Mike Murphy? A. Yes sir.

Q. State whether or not you saw him in the month of September, 1913? A. I did.

Q. What time in September? A. Well, the first time I saw him was either on the 11th or 12th of September.

Q. Who was with him? A. A man by the name of Crimmons.

Q. What Crimmons? A. I never heard his first name. He introduced him as Mr. Crimmons.

Q. Well, what sort of introduction did he make of him at the time? A. Well, he had just introduced him as a mining partner of his, his statement, a partner that had went in with him and bought some ground up on the creek he claimed.

Q. Did he say anything about having been there before?

A. Well, I asked Crimmons about him being a stranger in the country and he said it was his first trip in there.

Plaintiff objects on the ground it is hearsay.

Q. Mike Murphy wasn't present at the time? A. Yes sir.

Q. Well, did Murphy and Crimmons engage you to take them up to these premises? A. Yes sir.

Q. What time of the month was that? A. That they engaged me, do you mean?

Q. Yes? A. That was either on the 11th or 12th of September.

Q. When did you take them up? A. Either on the 12th or 13th.

Q. How do you know? A. I went to work for my brother-in-law on a house on the 14th, on Sunday and I met the school marm coming up and she started to school the next day, in September.

Q. Then the next day would be the 15th, do you mean the 13th or 15th? A. I said I went down to my brother-in-law's place on the 14th and I met the school marm coming up and she started school the next day in September.

Q. Where did you take Crimmons and Murphy? A. California Bar I moved their stuff to.

Q. Did you go down to Holland to get it? A. Yes sir.

Q. Had they bought it previously to the time you went down there? A. Yes sir.

Q. They directed you to go down for it? A. Yes sir."

Murphy - Answers

TESTIMONY OF IRVIN LEWIS Page 755:

Q. "You are engaged in general merchandise, are you? A.
Yes sir.

Q. Do you know Mike Murphy? A. Yes sir.

Q. Can you recall whether you saw him in the month of September
1913? A. I think I did.

Q. I hand you two slips of paper, one number twenty seven and
another twenty eight, headed Lewis Brothers, General Merchandise,
Holland, Oregon, and ask you to state whether or not you ever
saw those before? (Witness examines papers.) A. Yes sir, I
have. (Hands papers to plaintiff's counsel.)

Q. There are a number of items recited on there together with
the price for the same, who bought them? A. Mr. Mike Murphy.

Q. It is headed, Pat Murphy, is it the same? A. It is the
same.

Q. And it is dated 9-11-1913. State whether or not that is
the date upon which Mike Murphy bought that bill of goods? A. Why,
it undoubtedly is as near as I can remember.

Q. You indicate on the bill of goods, do you, the dates
when they were purchased? A. Yes sir."

~~Page 219 - Locating mining claim
on school land. This
was before Anderson had
sold to Wilson~~

~~Page 353 same~~

Page 6 Plaintiff's brief - Murphy & Cannon
" 50 Reply Brief

Page 21 Plaintiff's Brief - Distance from cut
run by Anderson

Page 21 Plaintiff's Brief -
did not admit that
Grand Prize was
plainly marked on
ground.

Page 21 Plaintiff's Brief -
did not admit that
Anderson had at-
tempted to buy the
Grand Prize claim
as stated - Always
said Anderson had
told him he had
bought - all he
wanted.

Page 20 Plaintiff's Brief -

Page 20 Reply Brief -

Boswell testified
Anderson never warned
them off and that he
never knew anything
about any claim of
Wilsons until within
one week before the
suit was filed

Page 18 - Plaintiffs Reply
Brief -

Court did not find
claim correctly stated
upon ground

Page 30 - Reply Brief -

Anderson did not say
that if he could
not hold claim he
wanted Boswell
to have it.

Page 40 Reply Brief

Boswell did not admit
this on the witness
stand - Boswell's only
further - Page 280

Page

Boswell - admitted Anderson took him

~~140. Writings
mem'da of
Argument~~

Sec 36 listed to State 1908.

Feb. 5
1913 - Anderson located Grand Prize Claim. - Ex 4
Posted notice
Recorded notice "2

June 11 - 1913 Anderson applied for "2 mining claims of 20 Acres each
all in N² of lots 3-4 Sec 36 & C.
Attached letter said - "my claims are on lots 3+4. Ex 5

July 21 - 1913 Anderson applied for 10 A. in lot 2.
Letter "It will make my claims almost as
they are located" Ex 5

July 27 - 1913 Anderson wrote "received application blank for
10 A. in lot 2, + it is all right
It will make my ground complete. Ex 6

Aug 10 - 1913 Anderson wrote. "Please let me know if there is any
application for lot 1 & bal. of lot 2

Sept 8 - 1913 Bessell applied for remaining claims. - Ex A.
Anderson prepared description
+ witnessed application.
See trans. p's 226-7
234
351
354
445
Application
Refused

Sept 21 - 1913 Prior to this date Anderson applied for land lying
north + adjoining Sutherland.
Wrote Land Board. "What will state take for
fraction between Sutherland
& Cxxx there is no mineral
claims on it -"

Nov. 21-1913 Bismell obtained Cert. to lands
west of Andersons.

Ex C

Oct 24 1913
Prior to Nov. 13-1913 Anderson & Associates
Contracted to sell to Stock
& Wilson.

Ex G.

Nov. 13-1913 Stock & Wilson conveyed their rights
to Grand Prize Hydraulic M. Co.

Ex H.

Both of above descriptions were
"The Grand Prize Quarry Mining Claim.
Comprising 20 A. in Gov. lot 3
20 A. " " " 4
10 A. " " " 2

Apr. 20-1914 Suit commenced

Apr. 29-1914 Application to Land Board to Cancel
Bismells Cert.

no Controversy with Van Sutherland.

Sutherlands testimony - Trans-p. 71-2-3

No controversy with Bissell.

" " to make Sutherland party to suit

Construction + Actual fraud

No element here - Each party dealt with S
Dealt at arms length
Anderson got all he wanted

mining location invalid.

1. Discovery outside of lines.

223 U.S. 85.

Trans p. 78 - 90 - 142

2. No permanent monument or natural obj
" stakes or monuments.
" marking on ground

might vs. Lyons 45 Or. 190

Strickland v. Commercial M. Co

55 Or. 50

no authority to project angle on
South line of claim.

Rhodes. p. 66

659

L.O.J. Sec 5128 "Any Citizen xxx who shall discover any
ore or lode of mineral bearing rock
in place on the unappropriated Gov.
domain of the U.S. may locate such
ore or lode xxx"

L.O.J. 3901 {act of 1909} "Any Citizen xxx finding precious
metals upon any unsold lands of
the State of Oregon may apply to the
State Land Board for a lease xxx
not exceeding dimensions allowed by
the Mining Laws xxx."

³⁹⁰²
L.O.J. 1 {Same Act} "Manner of locating mineral claims upon
State land shall be in accordance with
laws of the State regulating location of
mineral claims on Gov. lands"

"Any Citizen who shall have found
minerals xxx on State lands previous
to the passage of this act shall have
preference right of lease xxx"

L.O.J. Secs 3903-4-5 Conditions of lease & right to
Subsequent contract as may
be agreed upon.

Conclusiveness of Determination of State Land Board

"State Land Board is Authorized to x x x
I.O.T. Sec 3586. " hear and decide all disputes between
applicants: to Cancel & annul Certs
of sale obtained through fraud
or in any illegal manner, and all
their acts and decisions as to the legal
title, and the right to a Cert. of sale
or deed from the State shall be final

Apr 29-1914 Application to Cancel Burrells Cert.
Abstr of Rec. p 21.

June 2-1914 Findings of State Land Board. Ex A.
Abstract p. 36

Action of Land Board Conclusive
Robertson v. Low. 44 Or. 592.
Rurf p. 28-41

Prayer of Complaint asking conveyance
can not be granted - Courts can not
control discretion of Board

Salmon Mills Co. v. Ford 42 Or. 78

State v. Warner & Co. 56 " 303

Rurf p. 28-40-1

APPLICATION TO PURCHASE

TO THE STATE LAND BOARD:

I hereby apply to purchase the following described School lands, situated in Josephine County, Oregon, to-wit: A 10 acre tract in Lot 2 of Sec. 36, T.39 S.R.7 W. W.M. described as follows:- Beginning at the NE corner of Lot 2, thence W. on N. line of said lot 660 feet; thence S.660 feet: thence E.660 feet: thence N.on quarter section line 660 feet to the place of beginning.
all in township 39 S., range 7 W., containing 10 acres, and I agree to pay for the same according to law.

T. M. Anderson
(Signature of Applicant.)

This 11th day of August A. D. 1913.

STATE OF OREGON,

County of Josephine } ss.

I, T. M. Anderson, being first duly sworn, say that I am over eighteen years of age; that I am a citizen of the United States; that I reside at No. _____ Street, City of Holland, Ore., County of Josephine, State of Oregon, and my postoffice address is Holland, Oregon; that the proposed purchase is for my own benefit; that I have not directly made any previous purchase of land from the State of Oregon of the kind described above, nor has anyone for me, which, together with the land described in the above application, exceeds three hundred and twenty acres; that I have made no contract or agreement, expressed or implied, for the sale or disposal of the land applied for, in case I am permitted to purchase the same, and that there is no valid adverse claim thereto.

SIGNED IN THE PRESENCE OF

T. M. Anderson
(Signature of Applicant.)

M. M. Lewis

D. K. Sutherland

Subscribed and sworn to before me this 11th day of August, 1913 and I hereby certify that I am personally acquainted with the applicant whose signature appears above, and that he is the identical person described in the foregoing affidavit.

(Seal)

J. E. Hodgdon

Notary Public

STATE OF OREGON,

County of Josephine } ss.

I, M. M. Lewis, residing at No. _____ Street, City of Holland, County of Josephine, State of Oregon, and I, D. K. Sutherland, residing at No. _____ Street, City of Holland, County of Josephine, State of Oregon, being first duly sworn, depose and say, each for himself, that the address given after my name herein is my true place of residence; that the within applicant is personally known to me; that he signed and swore to the within application in my presence, and I signed my name as a witness to his signature in his presence and that I believe he makes the within application for his own use and benefit.

M. M. Lewis

D. K. Sutherland

Subscribed and sworn to before me this 11th day of August, 1913 and I hereby certify that I am personally acquainted with the persons whose signatures appear above, and that they are the identical persons described in the foregoing affidavit.

(Seal)

J. E. Hodgdon

Notary Public.

No. 17547

STATE OF OREGON, } ss.
LAND DEPARTMENT, }

T. M. Anderson

school

lands, situate in

Josephine

County, Oregon, to-wit:

Subject, however, to right-of-way for ditches, canals and reservoir sites for irrigation purposes, constructed, or which may be constructed, by authority of the United States or otherwise, which right-of-way is hereby expressly reserved, as provided by Sec. 12, Chap. 228, Page 405, Session Laws 1905.

\$ 60.00 on demand with interest at six per cent per annum, interest on all deferred payments payable annually.

Now when said payments are made, both principal and interest, as herein expressed, then the said

T. M. Anderson

his heirs and assigns, shall be entitled to a deed of conveyance to the land above described; but in case any principal or interest on said payments shall remain unpaid for one year after the same becomes due, then this sale and certificate shall be void, and all payments made thereon shall be forfeited, and the land shall be deemed to be vacant, and shall be subject to sale as if it had not before been sold.

By order of the State Land Board.

[L. S.]

Witness the seal affixed this 27th day of August, 1913.

G. G. Brown

Clerk of the Board.

| ADDRESS OF HOLDER | DATE OF PAYMENTS | PRINCIPAL PAYMENTS | ✓ | INTEREST PAYMENTS | ✓ | DEBIT BALANCE | INTEREST PAID TO | REMARKS |
|-------------------|---------------------|-----------------------|---|----------------------|---|------------------|---------------------|-------------------|
| Holland | Aug 27 1913 | 30 | | | | 120 | | Deed Issued To |

"NOTICE OF LOCATION.

TO ALL WHOM IT MAY CONCERN:

Notice is hereby given that the undersigned, having complied with the requirements of Chapter VI of Title 32 of the Revised Statutes of the United States, and the local mining laws, rules and regulations, have

located 1500. linear feet by 600. in width on this
 [.....linear feet on the.....lode,acres of placer mining ground].

lode or deposit of gold bearing rock
 situated in Sucker Creek Mining District, County of Josephine
 and State of Oregon and described as follows:

commencing at discovery cut and running westerly
750. ft. to N.W. center thence N.E. 300 ft. to N.E.
thence Easterly 1500. ft. to E. corner thence south
300 ft. to S.E. center thence southerly 300. ft.
to S.E. corner thence westerly 1500. ft.
to S.W. corner thence northerly 300. ft. to place
of beginning"

Discovered Feb 5th 1903.

Located Feb 18. 1903

J. M. Anderson Locator.

J. J. Anderson Locator.

By _____, Agent.

Attest:

W. H. Bushland

298

IN THE SUPREME COURT OF OREGON.

Grand Prize Hydraulic Mines, et al, :

Plaintiffs and Appellants, :

-VS-

R. Boswell, et al, :

Defendants and Respondents. :

CASE NO. 8822
DRAWER NO. _____

.....

The respondents in this cause urge the Court to deny the Motion for injunction on the ground:

I.

That the complaint does not state cause of suit against defendants or either thereof.

II.

That the Circuit Court and the Supreme Court have no jurisdiction to disturb the Findings of the State Land Board as to the right of the State to determine who has the right to purchase from the State.

III.

That the failure to grant an injunction by this Court will, if this Court has jurisdiction, in no way disturb the Court's jurisdiction to hear and determine the issues involved in the suit, which are the right of the defendants to complete their purchase and whether or not the defendants shall be held as trustees for the appellants.

-----COCCO-----

I. and II.

The lands involved in this controversy were lands purchased by the State of Oregon by the defendants and for which Certificate of purchase number 17557 was issued by the State Land Board.

Corpe vs Brooks, 8 OR, 223 recites as follows:

This board was created by the state constitution and by it invested with the power to dispose of these state lands, and its powers and duties are such as are provided by law. It is composed of the governor, secretary of state, and state treasurer, and is a part of the administrative department of the government, and exercises its powers independent of the judiciary department.

"and its decisions are not subject to be reversed by the court. It occupies in this state the same relation to the state judiciary as the land department of the United States does to the United States courts, and their decisions have not been the subject of review by the United States courts. ***** The board is the land department of this state, and their decisions as to who shall receive a patent to land is conclusive on the courts. But the courts may, on a proper showing, decree that the patentee holds the land as the trustee of one having a better right in equity. This board is not in any sense an inferior court or tribunal over which the circuit courts have a supervisory control, but a co-ordinate department of the state government, whose discretion and decisions the courts can not control."

This decision was re-affirmed in the case of Robertson vs. State Land Board 42 ORN, page 188 and 189. On page 189

the Court states:

"Mr. Justice Brewer, in speaking of the decisions of the land department of the United States, says: 'The rule is that in the administration of the public lands the decision of the land department upon questions of fact is conclusive, and only questions of law are reviewable in the courts.' These cases illustrate the principle that the federal courts will not interfere with the officers of the land department, nor adjudicate the legal title to public land until it has passed out of the United States. When a controversy between parties concerning the legal title to land is still pending before the land department of the general government, the courts of this state will not attempt to determine who has a better right to the premises under the provisions of the laws of the United States."

The conclusion reached by this court in Corpe v. Brooks, 8 Or. 222, we consider controlling in the case at bar; and, being satisfied that the State Land Board is not an inferior tribunal, but a co-ordinate department of the state government, whose discretion and decision the courts cannot control, the judgment must be affirmed."

Reference is had also to Miller vs Wattier, 44 ORN 351:

"It was the duty of the board of commissioners to determine as to this, and it was given the authority to decide as between adverse applicants, in which case it was required to sell to the legal applicant whose application was first filed. Thus the board was clothed with the power to sell and the authority to determine as to the fitness and qualifications of the applicants to purchase under the act; it being the agent of the State, with restricted authority, for the sale and disposition of its public lands. It is more than an agent. It is part of the administrative department of the government--made so by the constitution. But its power to dispose of the public domain is subject to the control of the legislative department. It exercises its power, however, independent of the judiciary department, and its decisions are not subject to revision by the courts. 'It occupies in this State', says Mr. Justice Boise in Corpe vs. Brooks, 8 Or. 222, 224, 'the same relation to

the state judiciary as the land department of the United States does to the United States courts. "But the courts may, on a proper showing, decree that the patentee holds the land as the trustee of one having a better right in equity." To the same purpose is *Robertson v. State Land Board*, 42 Or. 183."

Salem Hills Co. vs. Lord, 42 Or. page 88.:

"The question of most vital concern is whether the suit is in effect against the state, although it is not named as a party to the record. The point is conceded that a state is not suable without its consent. The principle is fundamental, and is invoked by the defendants as inimical to the court's taking or assuming jurisdiction to determine the controversy herein or to grant the relief demanded. Mr. Justice Miller, in *Cunningham v. Macan & Bruns. R. Co.* 109 U.S. 446, 451 (3 Sup. ct. 292, 296), says: 'This principle is conceded in all the cases, and whenever it can be clearly seen that the state is an indispensable party to enable the court, according to the rules which govern its procedure, to grant the relief sought, it will refuse to take jurisdiction.' Latterly, it has become the settled rule that the parties named upon the record will not be deemed as a controlling feature by which to determine whether the suit or action will lie, when the jurisdiction of the court is questioned on account of the relief demanded being in reality against the state. The court will look behind and through the nominal parties to the record, and ascertain if possible who are the real parties to the controversy, and will be governed accordingly; and if it appear that the state, and not the individuals named on the record, is to be affected, it will stay its hand, and in no event, if it appear that the state is an indispensable party, will the relief be granted unless it submits to the jurisdiction."

Robertson vs. Low 44 ORS page 592:

"There is no allegation in the complaint nor any fact relied on tending in any manner to show that the Board acted fraudulently or arbitrarily in the premises; the sole reliance of the plaintiff for relief being, that it exceeded its lawful authority in executing its deed to the defendant, and thus denying plaintiff's application. On this contention he has not stated a cause of action, and the demurrer was properly sustained."

State vs Warner Valley Stock Co. 56 ORS page 303:

"A deed issued by the State Land Board, conveying land over which it has the power of disposition and the jurisdiction to determine the claims of the applicant, conveys the title to the grantee whether the decision of the Board upon the facts is right or wrong, and it is not subject to collateral attack, but it must be assailed in equity." The State Land Board is a co-ordinate department of the state government, analogous to the Land Department of the United States, and its ruling upon matters within its jurisdiction is final."

Reference is also had to *American & English Encyclopedia of Law*, 2nd Edition, volume 23, page 372.

III.

In this connection, I desire to call the Court's attention to Perry on Trusts, 6th Edition, section 180, which is as follows:

"There must be a positive concealment to amount to a suppressio veri. Mere silence, if nothing is done to conceal a fact, is not in general suppressio veri. Aliud est celare, aliud tacere. Mere silence between strangers, contracting at arms length, and understanding that they are so contracting, will not in general avoid a contract, or convert one of the parties into a trustee for the other. Thus, the value of the property may frequently depend upon intrinsic facts; as, whether there is peace or war, whether there is or is not a demand in the market, or in a distant place for property of that description, whether transportation is accessible, or whether the money market is easy or close. If one having information upon such matters enters into a contract with another with whom he has no confidential or fiduciary relations, and he neither says nor does anything to mislead or deceive, but is simply silent upon the facts known to him, equity will not in general disturb the contract, but if he speaks a word, or does an act, that tends to mislead the other party, or throw him off his guard, the contract may be avoided, and he may be converted into a trustee. The law permits persons to deal at arm's length, if they both understand that they are so dealing, and it permits them to be silent as to matters known only to one of them, if no inquiries are made; but it does not permit any artifice to be added to silence, in order to conceal a fact material to the contract. Thus, concealment, or suppressio veri, which amounts to a fraud in the sense of a court of equity, and for which it will grant relief, is defined to be the non-disclosure of those facts and circumstances which one party is under some legal or equitable obligation to communicate to the other, and which the latter has a right, not merely in foro conscientiae, sed juris et de jure, to know. Thus, if a stranger discover a valuable mine or spring, or any other thing or circumstances, on or in connection with land of another, he may be silent, and purchase the land; but if he used any art to prevent a knowledge of the fact from coming to the owner, equity will rescind the contract, and a very slight act will convert innocent silence into fraudulent concealment. But if one of the parties employs an agent to contract, and the agent, knowing a material fact, is silent or conceals it, his principal will not be affected with the knowledge, nor will the contract be vitiated."

And in addition thereto, I call the Court's attention to Gaines vs Chew, 167 F.R.D page 630 and particularly to page 636 thereof, as follows:

"If any trust can be established, it must be a constructive trust, but such a trust can arise only when a person clothed in some fiduciary character, by fraud or otherwise, gains some advantage to himself. As stated by Judge Sanborn in *Trice v. Comstock*, 121 Fed. 620, 57 C. C. A. 646, 61 L.R.L.176:

'The only indispensable elements of a good cause of action to enforce such a trust are the fiduciary relation and use by one of the parties to it of the knowledge of the interest he acquires through it (the fiduciary relation) to prevent the other from accomplishing the purpose of the relation.'

Constructive trusts differ from other trusts in that they are not within the intention and contemplation of the parties at the time the contract is made from which they are construed by the court, but they are thrust upon the party contrary to his intention and against his consent. *Perry on Trusts*, ¶166."

With respect to the right of the Court to grant an

injunction in this case I call the Court's attention to *Kellaher*

vs City of Portland, 57 ORR page 577 wherein this court says:

"This court cannot by injunction protect property rights, or enjoin acts that might result in damage to a litigant. That is the province of the circuit court, and this court can only review its action on appeal.

In the case of *Livesley v. Krebs Hop Co.* 57 Or. 352 the amount of a judgment was about to be collected by execution, plaintiff contending that since the rendition of the judgment it had been equitably satisfied, that plaintiff should be relieved from payment of it, and that the judgment creditor was insolvent and, if the money be collected, it would be lost to plaintiff. The validity of the judgment was not questioned, and the restraining order was issued by this court to prevent the collection of the money. Otherwise the subject of litigation would have passed beyond the control of the court, and its decree, if in favor of the judgment debtor, would be rendered nugatory."

Very respectfully submitted,

Attorney for respondent.

APPLICATION TO PURCHASE

To the State Land Board:

I hereby apply to purchase the following described Mineral lands, situated in Josephine County Oregon, to wit:
The West 1/2 of Lot 2. and East 1/2 of Lot 1. and North West 1/4 of Lot 1. all in Section 36.
all in township 39, range 7W, containing 50 acres, and I agree to pay for the same according to law.

This 8th day of September A. D. 1913

(Signature of Applicant)

STATE OF OREGON,

County of Josephine } ss.

I, Robert Boswell, being first duly sworn, say that I am over eighteen years

of age; that I am a citizen of the United States; that I reside at No. 1002 West 11th Street, City of Medford, County of Jackson, State of Oregon,

and my post office address is Medford Oregon; that the proposed purchase is for my own benefit; that I have not directly made any previous purchase of land from the State of Oregon of the kind described above, nor has anyone for me, which, together with the land described in the above application, exceeds three hundred and twenty acres; that I have made no contract or agreement, expressed or implied, for the sale or disposal of the land applied for, in case I am permitted to purchase the same, and that there is no valid adverse claim thereto.

SIGNED IN THE PRESENCE OF

T. M. Anderson
W. A. Akers

Robert Boswell
(Signature of Applicant)

Subscribed and sworn to before me this 8th day of September, 1913 and I hereby certify that I am personally acquainted with the applicant whose signature appears above, and that he is the identical person described in the foregoing affidavit.

J. E. Nordgarden
Notary Public

STATE OF OREGON,

County of Josephine } ss.

I, T. M. Anderson, residing at No. _____ Street,

City of Holland, County of Josephine, State of Oregon,

and W. A. Akers, residing at No. _____ Street,

City of Holland, County of Josephine, State of Oregon,

being first duly sworn, depose and say, each for himself, that the address given after my name herein is my true place of residence; that the within applicant is personally known to me; that he signed and swore to the within application in my presence, and I signed my name as a witness to his signature in his presence and that I believe he makes the within application for his own use and benefit.

T. M. Anderson
W. A. Akers

Subscribed and sworn to before me this 8th day of September, 1913 and I hereby certify that I am personally acquainted with the persons whose signatures appear above, and that they are the identical persons described in the foregoing affidavit.

J. E. Nordgarden

APPLICATION TO PURCHASE

TO THE STATE LAND BOARD:

I hereby apply to purchase the following described School lands, situated in Josephine County, Oregon, to-wit:

A 10 acre tract in Lot 2 of Sec. 36, T.39 S.R.7 W. W.M., described as follows: Beginning at the NE corner of Lot 2; thence W, on N. line of said lot 660 feet; thence S. 660 feet; thence E. 660 feet; thence N. on quarter section line 660 feet to the place of beginning.

all in township 39 S., range 7 W., containing 10 acres, and I agree to pay for the same according to law.

T. M. Anderson
(Signature of Applicant.)

This 11th day of August A. D. 1913

STATE OF OREGON,

County of Josephine } ss.

I, T. M. Anderson, being first duly sworn, say that I am over eighteen years of age; that I am a citizen of the United States; that I reside at No. _____ Street, City of Holland, Ore., County of Josephine, State of Oregon,

and my postoffice address is Holland, Oregon; that the proposed purchase is for my own benefit; that I have not directly made any previous purchase of land from the State of Oregon of the kind described above, nor has anyone for me, which, together with the land described in the above application, exceeds three hundred and twenty acres; that I have made no contract or agreement, expressed or implied, for the sale or disposal of the land applied for, in case I am permitted to purchase the same, and that there is no valid adverse claim thereto.

SIGNED IN THE PRESENCE OF

T. M. Anderson
(Signature of Applicant.)

M. M. Lewis

D. K. Sutherland

Subscribed and sworn to before me this 11th day of August, 1913, and I hereby certify that I am personally acquainted with the applicant whose signature appears above, and that he is the identical person described in the foregoing affidavit.

J. E. Hodgdon

(Seal)

Notary Public

STATE OF OREGON,

County of Josephine } ss.

I, M. M. Lewis, residing at No. _____ Street, City of Holland, County of Josephine, State of Oregon,

and I, D. K. Sutherland, residing at No. _____ Street,

City of Holland, County of Josephine, State of Oregon, being first duly sworn, depose and say, each for himself, that the address given after my name herein is my true place of residence; that the within applicant is personally known to me; that he signed and swore to the within application in my presence, and I signed my name as a witness to his signature in his presence and that I believe he makes the within application for his own use and benefit.

M. M. Lewis

D. K. Sutherland

Subscribed and sworn to before me this 11th day of August, 1913, and I hereby certify that I am personally acquainted with the persons whose signatures appear above, and that they are the identical persons described in the foregoing affidavit.

J. E. Hodgdon

(Seal)

Notary Public

MEMORANDA

The foregoing affidavit must be sworn to before a Notary Public or County Clerk within this State

T. M. Anderson

Application to Purchase

School Lands

T. 39 S., R. 7 W.

Certificate of Sale No. 17547

Issued August 27, 1913

Deed executed

State Record of Deeds, Vol. P.

Filed Aug. 14, 1913

G. G. Brown

Clerk State Land Board.

STATE OF OREGON

OFFICE OF THE CLERK OF THE STATE LAND BOARD

I, G. G. BROWN, Clerk of the State Land Board of the State of Oregon, and custodian of records and seal of such Board, do hereby certify that the foregoing transcripts of application to purchase of T. M. Anderson dated August 11, 1913; of sketch of tract; of letters as follows: from G. G. Brown to T. M. Anderson dated July 23, 1913; from T. M. Anderson dated July 27, 1913; from G. G. Brown to T. M. Anderson dated July 31, 1913; from T. M. Anderson dated Aug. 10, 1913; from G. G. Brown to T. M. Anderson dated Aug. 14, 1913, have been by me compared with the original papers now on file in this office and are true and correct copies thereof and the whole of said original papers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed hereunto the seal of the said Board. Done at the Capitol, at Salem, Oregon, this 22nd day of June, 1914.



G. G. Brown
Clerk of the State Land Board

The Panning Hole

Anderson said his first 40 acre purchase brought him just a little west of the panning hole and the panning hole was 117 feet east of the location notice as shown on plaintiffs' exhibit 1.

This plat is drawn on a scale of one inch equals fifty feet. From the panning hole west to the center line of lot 2 is 15 inches or 750 feet and Anderson wished to take in enough to cover his deposit (see testimony of Louisgnot), This last purchase of 10 acres running to the center line of lot 2 (660 feet) would take in all of his deposit.

The Panning Hole

TESTIMONY OF R. J. BOSWELL, Page 370:

Q. "Where did that conversation that he was telling you about having purchased a forty acre tract and bought short and then bought another ten acres so as to cover what he wanted, where did that take place? A. I believe it took place at our camp on Johnson gulch.

Q. Who was present? A. Well, Akers, T. M. Anderson, my father and myself.

Q. Now do you know where the location notice was posted on this Grand Prize claim on the Madrone tree in question?

A. I do.

Q. And where was this panning hole with reference to this location, what direction? A. It was down the hill a little east, and I think it was almost east.

Q. Almost east of the location notice? A. Yes sir, I should judge a hundred or a hundred and twenty five feet or something like that.

Q. Did you ever measure the distance from the panning hole to where the location notice was posted? A. I did.

Q. How far did you find it to be? A. I think one hundred and seventeen feet.

Q. And who told you where the panning hole was? A. Mr. Anderson."

The Panning Hole

PAGE 220 OF THE TESTIMONY:

Q. "Right now go ahead with your statement about his advice to you with reference to the purchase? A. He advised me to purchase land adjoining him on the west, said it was a good buy and that he had bought all he wanted, he told me that first he had bought forty acres. and found that he had bought short, that they measured there,---him and Bill Akers or his son, I think it was Bill Akers, he said, measured with him and found that forty brought him just to his panning hole or about that and that he had written the state land board and they had consented and I think at that time his application was in for ten acres more and he said that ten acres would be all of the land he wanted.

Q. You say that he told you that they measured up the first forty acres brought it to the panning hole? A. They measured up the first forty acres and it brought it to the panning hole.

Q. Where was the panning hole, if you know, with reference to where the location notice was posted? A. The panning hole is south and east.

Q. How far distance? A. About one hundred and twenty five feet from where the location notice was posted on the madrone tree."

Plaintiff 3rd purchase

PLAINTIFFS'

EXHIBIT 4.

This exhibit executed on the 16th day of October, 1913 and which was prior to Boswell's application, plaintiff's exhibit A, for the lands sold to Boswell, plainly shows that Anderson knew just where the center line of lot 2 was as the description given in exhibit 4 runs to this center line of lot 2 and takes all of the vacant land up to that center line and takes a part of what was called the Grand Prize Claim as staked upon the ground.



1910

OPEN

Mr Robert Boswell,
Malheur Ontario Ore,
~~John~~ Malheur, Co.

Ever your friend L. W. Anderson
mine is looking better
and I will do all I can for the

Holland Ore Sep, 25, 1893

Friend Bob, I received your letter
and will say in regard to
the Anderson mine, the people
has not got here to work
yet there was a man and
his wife here from Oroville
Cal, and wants my property
if Wilson fails get the
same price. I think it
a good chance for you
to buy if you can get it
reasonable as it is good
and and it controls the
water. Tom and Robert went
to Gold Ridge and are having
a good time just whooping
out the Gold, do as you think
best and I will assist you all I
can, we all join in kindest
regards write and let me know

Description of T. M. Anderson's mineral claims in
the $N\frac{1}{2}$ of Lots 3 and 4 of Section 36, T.39 S.R.7 W., W.M.

Beginning at the NE corner of Lot 4: thence West
2640 feet to NW corner of Lot 3: thence South on the $\frac{1}{4}$
section line 660 feet: thence east 2640 feet: thence
north on section line 660 feet to the place of beginning
containing 40 acres.

TO THE STATE LAND BOARD:

I hereby apply to purchase the following described Mineral lands, situated in Josephine County, Oregon, to-wit: Two mining claims of 20 acres each all in the N½ of Lots 3 and 4, Sec. 36, located and recorded in mining records of Josephine County, Oregon.

all in township 39, range 7 W., containing 40 acres, and I agree to pay for the same according to law.

T. M. Anderson
(Signature of Applicant.)

This 11th day of June A. D. 1913.

STATE OF OREGON,

County of Josephine } ss.

I, T. M. Anderson, being first duly sworn, say that I am over eighteen years of age; that I am a citizen of the United States; that I reside at No. _____ Street, City of Holland, County of Josephine, State of Oregon,

and my postoffice address is Holland, Oregon; that the proposed purchase is for my own benefit; that I have not directly made any previous purchase of land from the State of Oregon of the kind described above, nor has anyone for me, which, together with the land described in the above application, exceeds three hundred and twenty acres; that I have made no contract or agreement, expressed or implied, for the sale or disposal of the land applied for, in case I am permitted to purchase the same, and that there is no valid adverse claim thereto.

SIGNED IN THE PRESENCE OF

T. M. Anderson
(Signature of Applicant.)

D. K. Sutherland

Robert G. Grimmett

Subscribed and sworn to before me this 11th day of June, 1913 and I hereby certify that I am personally acquainted with the applicant whose signature appears above, and that he is the identical person described in the foregoing affidavit.

(Seal)

J. E. Hodgdon

Notary Public.

STATE OF OREGON,

County of Josephine } ss.

I, D. K. Sutherland, residing at No. _____ Street, City of Holland, County of Josephine, State of Oregon, and I, Albert G. Grimmett, residing at No. _____ Street, City of Holland, County of Josephine, State of Oregon, being first duly sworn, depose and say, each for himself, that the address given after my name herein is my true place of residence; that the within applicant is personally known to me; that he signed and swore to the within application in my presence, and I signed my name as a witness to his signature in his presence and that I believe he makes the within application for his own use and benefit.

D. K. Sutherland

Robert G. Grimmett

Subscribed and sworn to before me this 11th day of June, 1913 and I hereby certify that I am personally acquainted with the persons whose signatures appear above, and that they are the identical persons described in the foregoing affidavit.

(Seal)

J. E. Hodgdon

Notary Public.

MEMORANDA

The foregoing affidavit must be sworn to before a Notary Public or County Clerk within this State.

The present price of all State land is not less than \$7.50 per acre.

Payments on State lands, except tide lands, may be made as follows: One-fifth down, one-fifth in one year, with interest at eight per cent per annum; one-fifth in two years, with interest at seven per cent per annum; two-fifths on demand, with interest at six per cent per annum; interest on all deferred payments payable annually; the demand payment will not be allowed to stand for a longer period than five years from the date of issuance of the certificate.

No. 17543

STATE OF OREGON, }
LAND DEPARTMENT. }

88. **This is to Certify,** *That the State Land Board has this day sold to*

County, Oregon, to-wit:

Subject, however, to right-of-way for ditches, canals and reservoir sites for irrigation purposes, constructed, or which may be constructed, by authority of the United States or otherwise, which right-of-way is hereby expressly reserved, as provided by Sec. 12, Chap. 228, Page 405, Session Laws 1905.

on demand with interest at six per cent per annum, interest on all deferred payments payable annually.

T. M. Anderson

[L. S.]

July, 1913

G. G. Brown

Clerk of the Board.

| ADDRESS OF HOLDER | DATE OF PAYMENTS | | | PRINCIPAL PAYMENTS | ✓ | INTEREST PAYMENTS | ✓ | DEBIT BALANCE | INTEREST PAID TO | | | REMARKS |
|-------------------|------------------|----|------|--------------------|---|-------------------|---|---------------|------------------|--|--|-------------------|
| Holland | July | 15 | 1913 | 120 | | | | 480 | | | | Deed Issued To |

THIS INDENTURE, made and entered into this 13th day of November, 1913, between Thomas Wilson, of Manhattan, Nevada, and A.C. Stock, of Reno, Nevada, parties of the first part, and Grand Prize Hydraulic Mines, a corporation organized and existing under and by virtue of the laws of the state of Oregon, party of the second part, Witnesseth;

That the said parties of the first part, for and in consideration of five thousand (500,000) shares of the capital stock of the said Grand Prize Hydraulic Mines, a corporation, the receipt whereof is hereby acknowledged, do by these presents transfer, grant, convey and confirm unto the said party of the second part, all their right, title, and interest in and to that certain agreement dated the 24th day of October, 1913, between T.M. Anderson and Martha Anderson, his wife, T. J. Anderson and W.A. Akers, both unmarried, all of Holland, Oregon, parties of the first part, and Thomas Wilson, of Manhattan, Nevada, and A.C. Stock, of Reno, Nevada, parties of the second part, and all their right, title and interest in and to all the following described mining property, to wit;

The Grand Prize Quartz Mining claim, comprising 20 acres in government Lot 4, 20 acres in government Lot 3 and 10 acres in government Lot 2, all being patented land in section 36, township 39 south, range 7 west of Willamette Meridian.

Also certain unpatented claims as follows;

Vale claim No. 2, Vale Claim No. 5 and Value Claim No. 7; also Grayback claim No. 9, as to which last mentioned claims the conveyances shall be by mining deed of quit claim, conveying mining title free and clear of liens and encumbrances, and subject only to the paramount title of the United States of America;

Also like mining title by mining deed of quit claim, free from liens and encumbrances, in and to an undivided one-third interest in Vine Maple Claim, an undivided one-third interest in Grayback Claim No. 1 an undivided one third interest in and to Grayback Claim No. 2, an undivided one third interest in and to Grayback claim No. 3, and an undivided one third interest in and to Grayback claim No. 4,

Also what is known as the Barnett & Grimmett ditch and water right comprising a ditch and water right from Grayback Creek and 300 inches of said waters, miner's measure, the interest in the same being an undivided one-sixth interest.

Also all that certain ditch, ditch right and water right from Grayback Creek represented by Application #2621;

Also all of that certain ditch, ditch right and water right and the waters of Cave Creek and Lake Creek of 1000 inches represented by Application #3240, all being in Josephine county, Oregon.

Together with all and singular, the tenements, hereditaments and appurtenances hereunto 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, its assigns and successors, forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first herein written
Witnesses as to Thomas Wilson

J.D.Brown

Thomas Wilson (Seal)
A.C.Stock (Seal)

Cedrie Carey

State of California,)
(SS
City and county of)
San Francisco)

On this 19th day of January in the year one thousand nine hundred and fourteen before me, J.D.Brown, a notary public in and for said city and county, residing therein, duly commissioned and sworn, personally appeared Thomas Wilson, known to me to be the person described in, whose name is subscribed to and who executed the annexed instrument and he acknowledged to me that he executed the same freely and voluntarily 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 and county of San Francisco, the day and year last above written.

(N.P.Seal)

J.D.Brown
Notary public in and for the city and county of
SAN FRANCISCO, STATE OF CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS, That J. B. Barnett of Holland, Josephine County, Oregon and Ellena M. Barnett, his wife, for and in consideration of the sum of Fifty \$50.00, Dollars, to them in hand paid by D. K. Sutherland and J. A. Sutherland of Holland, Josephine County, Oregon, receipt of which is hereby acknowledged, have remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto D. K. Sutherland and J. A. Sutherland and their heirs and assigns, all our right, title and interest of, in and to the following described premises situate in Sucker Creek, unorganized, Mining District, County of Josephine, State of Oregon, to-wit:-

The undivided one half interest in the Little Gem Quartz mining Claims Numbered One and Two and recorded on June 10th 1904 at pages 38 and 39 Vol. 16 Mining Records of Josephine County, Oregon, which reference is made for a complete description of said Mining property.

TO HAVE AND TO HOLD the above described premises together with all and singular the tenements, hereditaments and appurtenances thereunto belonging unto the said D. K. Sutherland and J. A. Sutherland and to their heirs and assigns forever.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 15th day of June, A. D. 1907.

Done in Presence of

J. B. Barnett

(Seal)

J. E. Hodgdon

Ellena M. Barnett

(Seal)

Lizzie Hodgdon

State of Oregon,

County of Josephine,) ss

THIS CERTIFIES that on the 15th day of June A. D. 1907 before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the within named J. B. Barnett and Ellena M. Barnett, his wife, who are known to me to be the identical persons

ledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN TESTIMONY I have hereunto set my hand and seal the day and year last above written.

(N. P. Seal)

J. E. Hodgdon
Notary Public for Oregon

6
1
Filed and recorded, January 5th, A. D. 1910, at 8 A. M.
Page 117, Vol. 7, Record of Mining Conveyances
S. F. Cheshire, County Clerk, By E. S. Veatch, Deputy Clerk.

STATE OF OREGON,
County of Josephine,

SS

I, E. L. Johnson County Clerk of the County aforesaid,
and ex-officio Clerk of the County Court therefor, hereby certify that I have
carefully compared the foregoing copy of Seed
with the original, and that it is a true and correct copy thereof and of the whole thereof,
as the same appears of record
in my office and my custody.

Witness my hand and the Seal of said Court,

this 23rd day of May A. D. 1914
E. L. Johnson, Clerk.

By _____ Deputy Clerk.

THIS AGREEMENT made this 24 day of October, ~~A. D.~~ 1913, between T.M. Anderson and Martha Anderson, his wife, and T.M. Anderson and W. A. Akers, both unmarried, all of Holland, Oregon, parties of the first part, and Thomas Wilson of Manhattan, Nevada, and A. C. Stock of Reno, Nevada parties of the second part, Witnesseth:-

The parties of the second part have elected to take a contract of sale of the property ~~XXXX~~ hereinafter described under their option of Sept. 5, 1913, heretofore executed between the parties hereto, and to that end and in consideration of one dollar and other valuable consideration unto the first parties in hand paid by the second parties, the receipt whereof is hereby acknowledged, the first parties here by covenant and agree to sell and convey unto the second parties on or before five years from November 1st 1913, for the purchase price of \$100,000.00 all of the following described mining property, to wit:- in moities of two thirds unto Thomas Wilson and one third unto A. C. Stock.

The Grand Price Quartz Mining Claim, comprising 20 acres in government Lot 4, 20 acres in government Lot 3 and 10 acres in government Lot 2, all being patented land in Section 36, Township 39 South, Range 7 West of Willamette Meridian;

Also, certain unpatented claims as follows:-

Vale Claim No 2, Vale Claim No. 5 and Vale Claim No. 7;

Also, ~~XXXXXX~~ Gray back Claim No. 9 as to which last mentioned mining claims the conveyances shall be by mining deed of quit claim, conveying mining title free and clear of liens and encumbrances, and subject only to the paramount title of the United States of America;

Also, like mining title by mining deed of quit claim, free from liens and encumbrances, in and to an undivided one third interest in Vine Maple Claim, an undivided one third interest in Grayback Claim No. 1, an undivided one third interest in and to Grayback Claim No. 2, an undivided one third interest in and to Grayback ~~XXX~~ Claim No. 3, and an undivided one third interest in and to Grayback

right comprising a ditch and water right from Grayback Creek and 300 inches ~~(contract of sale. Page 1.)~~

of said waters, miners measures, the interest in the same being an undivided one sixth interest.

Also, all of that certain ditch, ditch right and water ^{right} from Grayback Creek represented by Application #2621;

Also, all of that certain ditch, ditch right and water right and the waters of Cave Creek and Lake Creek of 1000 inches represented by application # 3240 All being in Josephine County, Oregon.

Provided, however, that the second parties shall have the election of dividing said premises and taking a portion of the same only, viz; the second parties may purchase within the period aforesaid all of the creek channel in Lot 4, being that portion between the banks estimated at 10 acres, also, all of the Vale claims aforesaid; also, all of the Grayback claims aforesaid; also an undivided one half of all ditches, ditch rights and water rights from Cave and Lake Creeks, for a purchase price of \$1100.00 also all the other ditches and ditch rights and water rights above mentioned, payable in the same proportionate instalments as is hereinafter set forth for the payment of the total purchase price; or the second parties may elect to take all of the property first herein described for a purchase price of \$90,000.00 payable in the same proportionate amounts and time as in case of the purchase of the whole property first herein described.

It is understood and agreed that the second parties shall continue their possession of the said premises and property, having completed the instalement of sluice boxes for the operation of the ground, and continue the actual mining operations in good and miherlike manner with reasonable diligence, having due regard to the permanent development of said mine as a paying and workable mine, and cessation of work for thirty consecutive days shall operate as a forfeiture of the rights of the second parties hereunder, unless prevented by ~~act of~~

... , unavoidable casualty, ... lack of ...
time of delay so occasioned shall not be deemed a part of the
forfeiture period.

The second parties covenant and agree to pay and render
unto the first parties during the first year next succeeding
November 1, 1913, and promptly upon the completion of each
in the manner herein after stipulated and to be credited
clean-up, 20%, of the net product of the mine, *on the purchase price* and during the second
and third years next following November 1, 1913, and promptly
and at ~~MM~~ the conclusion of each clean-up, 25% of such net
in the manner herein after stipulated and to be credited
clean-up; *on the purchase price* but during the three year period next following
November 1, 1913, the amount to be paid on account of the pur-
chase price from the clean-ups, or otherwise, must not be less
than \$50,000.00.

During the fourth and fifth years next following November
1, 1913, the second parties shall pay and render unto the
first parties 25% of the net amount of each clean-up, promptly
in the manner as herein after stipulated and to be credited
and at the time of the completion of each thereof, *on the purchase price* but the
amount to be paid in addition to the first \$50,000.00 due dur-
ing the first three years, *is to be* must not be less than \$50,000.00 or
the balance due on the
total purchase price of \$100,000.00; but should the second
parties elect to segregate the property and take either portion
thereof as aforesaid, at the price herein Before stated, then
they shall during the same period pay and render such sums as
the purchase price for either of the properties so elected to
be purchased bears to the whole purchase price.

The parties of the first part shall have privilege of being
present personally or by a representative at ~~each~~ *any* clean-up,
and to inspect and weigh the same, and any gold or other metals
extracted by the second parties shall be shipped to the United
States mint and return made to the Josephine County Bank, and the
and credited on the purchase price mentioned in this
percentage of the first parties by said bank then deducted, *contract*
and the term "net" shall not admit of any deduction for installation
ment of equipment or other expenses than mining.

have thirty days grace upon each and every payment, but otherwise time is in all things the essence of this agreement, and all of the provisions herein contained shall apply to and include the heirs, executors, administrators and assigns of each of the parties hereto wherever the context so admits or requires.

The grantors shall within thirty days from the date hereof record with the County Clerk for Josephine County, Oregon, good and sufficient proof by affidavit of the performance of the annual assessment and representation work for the year 1913 upon all of the aforesaid unpatented claims, but the second parties shall for each year thereafter do and perform all annual assessment and representation work required by the laws of the United States and the State of Oregon ~~and shall at all~~

The parties of the first part shall have the right to post and maintain notices on said property to the effect that said property described in this contract and the owners thereof shall ^{not} be held responsible for any labor and materials furnished to said property or for any improvements made thereof; and if any lien should for any reason be filed on said property the parties of the second part shall, before sale or foreclosure, pay or otherwise discharge the same, and shall seasonably and before delinquency, after receiving notice of same, pay and discharge all taxes that may be lawfully assessed or levied against said premises.

crow their deeds of the respective tracts afore said in accordance with the provisions hereinbefore contained, and said deeds shall be held by ^{said} bank as an escrow, and shall be delivered unto the second parties, their successors or assigns upon the payment of the purchase price under either of the elective rights aforesaid, and said deeds shall be so executed that said elective rights may be exercised if the second parties so desired; but in case of default hereunder the first parties may elect to declare a forfeiture, and thereupon all rights of the second parties hereunder shall cease and terminate, and the first parties may re-enter and take possession of said premises, and upon such forfeiture all improvements and mining equipment ~~placed~~ upon said premises, or furnished for mining thereof and used in connection therewith shall be deemed to be a part of said premises and property, and shall revert with said premises unto the first parties, and the first parties may

as rental for the use and occupation of the property, and all payments herein provided to be made shall be made to the Jose-

IT IS FURTHER AGREED that the second parties may at any time elect to terminate this contract by surrendering the possession of said property, together with all payments heretofore made as hereinbefore provided for.

perform all things requisite for the redemption of said property, City and County, residing therein, duly commissioned and sworn, personally title to the unpatented lands afore said, as well as the preservation and protection of the water rights and ditch rights aforesaid in accordance with the applications hereinbefore acknowledged to me that he executed the same freely and voluntarily for filed in the office of the State Engineer of Oregon, or of any the uses and purposes therein mentioned.

permit that may hereafter be issued from said office pursuant

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, parties may deem the same necessary. the day and year last above written.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals in triplicate, one of which triplicates shall be deposited with said bank as an escrow agreement and direction to the bank, this the day and year first hereinbefore written.

State of Oregon,

In presence of,

P. S. Ehrlich

T. M. Anderson

Seal.

Mrs. Martha Anderson

Seal.

Wm G. Akerhieny

T. J. Anderson

Seal.

W. A. Akers

Seal.

First Parties.

Thomas Wilson

Seal.

A. C. Stock

Seal.

In testimony whereof, I have Second Parties. seal the day and year last above written.

(N. P. Seal)

J. F. Stith

Notary Public

#2843

Filed and recorded Dec. 15, 1913, at 3:10 P.M.
E. L. Coburn, County Clerk, By Viola Opdycke, Deputy Clerk,
Vol. 8, Page 97 to 100 Inc., Mining Conveyances.

State of California,)
City and County of San Francisco,) ss

On this 30th day of October, in the year one thousand nine hundred and thirteen before me, J. D. Brown, a Notary Public, in and for said City and County, residing therein, duly commissioned and sworn, personally appeared Thomas Wilson, known to me to be the person described in, whose name is subscribed to and who executed the annexed instrument and he acknowledged to me that he executed the same freely and voluntarily 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 and County of San Francisco, the day and year last above written.

(N. P. Seal)

J. D. Brown
Notary Public in and for the City and
County of San Francisco, State of
California. My Commission expires
April 5th, 1914.

State of Oregon,)
County of Josephine,) ss

BE IT REMEMBERED, that on this 4th day of November, 1913, before me the undersigned, a Notary Public, in and for said County and State, personally appeared the within named T. M. Anderson, Martha Anderson, T. J. Anderson, W. A. Akers, and A. C. Stock, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

In testimony whereof, I have hereunto set my hand and notary seal the day and year last above written.

(N. P. Seal)

J. F. Stith

Notary Public

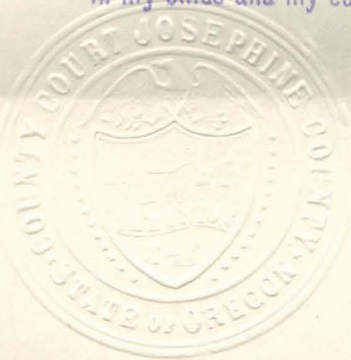
#2843

Filed and recorded Dec. 16, 1913, at 3:10 P.M.
E. L. Coburn, County Clerk, By Vina Opdycke, Deputy Clerk,
Vol. 8, Page 97 to 100 Inc., Mining Conveyances.

STATE OF OREGON,
County of Josephine,

SS

I, E. L. Johnson County Clerk of the County aforesaid,
and ex-officio Clerk of the County Court therefor, hereby certify that I have
carefully compared the foregoing copy of Contract with interlinations with
with the original, and that it is a true and correct copy thereof and of the whole thereof,
as the same appears of record.
in my office and my custody.



Witness my hand and the Seal of said Court,

this 13th day of May A. D. 1914

E. L. Johnson, Clerk.

By _____ Deputy Clerk.

OREGON STATE ILLINOIS MINING DISTRICT

Notice is hereby given that the undersigned, a citizen of the United States, over the age of twenty one years, having complied with the requirements of Chapter six, of title thirty two, of the revised statutes of the United States, and the laws of the above state, and the local customs and regulations of said district, have located and do hereby locate 1500 by 600 linear feet on the deposit of Gold rock and earth lode (or placer ground) situated in Josephine county, in the above state and Mining district, and further described as follows; commencing at a post marked location stake at the center of claim from thence 750 feet in a westerly direction to a center end post marked west center thence 300 feet in a N.W. direction to a corner post marked N.W. corner, thence 1500 feet in a easterly direction to a corner post marked N.E., thence 300 feet in a easterly direction to a center end post marked east center thence 300 feet in a southerly direction to a corner post marked S.E. corner thence 1500 feet to a place of beginning, intending to claim 1500 feet in length and 600 feet in width, for the purpose of mining the same, claiming all surface rights, privileges and minerals, and other rights granted by existing laws and customs. This claim is named Grand Prize, and the strike of course thereof is and . This notice is placed at discovery shaft, from which the west center end is distant 750 feet, and the east center end is distant 750 feet:

Witness;

D.K.Sutherland

State of Oregon,)

(SS

County of Josephine)

F.M.Anderson

T.J.Anderson

Locators

I, T. J. Anderson, do solemnly swear that I am a citizen of the United States of America (or have declared my intention to become such) and that I am acquainted with the mining ground described in this notice of location, and herewith called the Grand Prize, ledge, lode or claim; that the ground and claim therein described, or any part thereof, has not, to the best of my knowledge and belief, been located according to the laws of the United States, and of this

state, or if so located, that the same has been abandoned and forfeited by reason of the failure of such former locators to comply in respect thereto with the requirements of said laws and (in the case of quartz claims) that I have made an open cut ~~six~~ feet deep, four feet wide and ten feet in length along the lode, from the point of discovery, showing a lode or vein of mineral deposit in place.

T. J. Anderson

Subscribed and sworn to before me this 2nd day of April 1913

J.F.Stith,

(N.P.Seal)

Notary Public

I certify that the within instrument was received for record this 2nd day of April, 1913, and recorded in Vol. 1, page 129 Records of the Illinois Mining District

J.F.Stith

Recorder

#859

Filed and recorded April 5, 1913, at 9:15 A.M.

E.L.Coburn County Clerk, By Vina Opdycke, Deputy Clerk

Vol. 21 Mining Records, page 160

STATE OF OREGON, }
County of Josephine, } SS

I, E. L. Coburn County Clerk of the County aforesaid, and ex-officio Clerk of the Circuit Court thereof, hereby certify that I have carefully compared the foregoing copy of Quartz - Location with the original, and that it is a true and correct copy thereof and of the whole thereof, as the same appears on file + of record Vol. 21 Mining Records P. 160 in my office and my custody.

Witness my hand and the Seal of said Court
this 13th day of May A. D. 1914

E. L. Coburn, Clerk.
By Vina Opdycke Deputy Clerk.

NOTICE OF QUARTZ LOCATION LOCATED THIS 5th DAY OF
FEBRUARY A. D, 1913, OREGON STATE, ILLINOIS MINING DISTRICT.

Notice is hereby given that the undersigned, a citizen of the United States, over the age of twenty one years, having complied with the requirements of Chapter six of title thirty-two, of the revised Statutes of the United States, and the laws of the above State, and the local customs and regulations of said district, have located and do hereby locate 1500 by 600 linear feet on the deposit of Gold Rock and earth lode (or placer ground) situated in Josephine County, in the above State and Mining District and further described as follows: Commencing at a post marked location stake at the center of claim, from thence 750 feet in a westerly direction to a center end post marked west center, thence 300 feet in a N. W. direction to a corner post marked N. W. corner, thence 1500 feet in a easterly direction to a corner post marked N. E. thence 300 feet in a easterly direction to a center end post marked east center thence 300 feet in a southerly direction to a corner post marked S. E. Corner thence 1500 feet to a place of beginning, intending to claim 1500 feet in length and 600 feet in width, for the purpose of mining the same, claiming all surface rights, privileges and minerals, and other rights granted by existing laws and customs. This claim is named Grand Prize, and the strike of course thereof is ____ and _____. This notice is placed at discovery shaft, from which the west center end is distant 750 feet, and the east center end is distant 750 feet.

Witness:
D. K. Sutherland

F. M. Anderson
T. J. Anderson
Locators

State of Oregon)
) SS
County of Josephine)

I, T. J. Anderson, do sol emnly swear that I am a citizen of the United State of America (or have declared my intention to become such), and that I am aquainted with the mining ground described in the notice of location, and herewith called the Grand Prize, ledge, lode or claim; that the ground and claim therein described, or any part thereof, has not, to the best of my knowledge ~~and~~ belief, been located according to the laws of the United States, and of this State, or if so located, that the same has been abandoned and forfeited by reason of the failure of such former locators to comply in respect thereto with the requirements of said laws and (in case of quartz claims) that I have made an open cut six feet deep, four feet wide and ten feet in length along the lode, from the point of discovery, showing a lode or vein of mineral deposite in place.

T. J. Anderson

Subscribed and sworn to before me this 2nd day of April 1913.

J. F. Stith
Notary Public

(N. P. Seal)

I certify that the within instrument was received for record this 2nd day of April, 1913. And recorded in Vol. 1, page 129 Records of the Illinois Mining District.

J. F. Stith, Recorder

#859

Filed and recorded April 5, 1913 at 9:15 A. M.

E. L. Coburn County Clerk By Vina Opdycke, Deputy Clerk.

STATE OF OREGON,) SS
County of Josephine)

I, E. L. Coburn County Clerk of the County aforesaid, and ex-officio Clerk of the County Court therefor, hereby certify that I have carefully compared the foregoing copy of Location

with the original, and that it is a true and correct copy thereof and of the whole thereof, as the same appears of record at page 160 Vol 21 Mining
Records in my office and my custody.

Witness my hand and the Seal of said Court,

this 13th day of May A. D. 19 14

E. L. Coburn, Clerk.

By _____ Deputy Clerk.

KNOW ALL MEN BY THESE PRESENTS, That T. M. Anderson, of Holland, Josephine County, Oregon, for and in consideration of the sum of One Dollar to him in hand paid, the receipt whereof is hereby acknowledged, does hereby agree to and with W. A. Akers, of the same county and state, as follows, to-wit:-

WHEREAS, the said T. M. Anderson on the 24th day of October, 1913, entered into a contract of sale with Thomas Wilson and A. C. Stock of Manhattan, Nevada, for the sale of the following described mining property situated in Josephine County, Oregon, to-wit:

The north $\frac{1}{2}$ of Lot 4, the North $\frac{1}{2}$ of Lot 3, the Northeast $\frac{1}{4}$ of Lot 2, all in Section 36, Township 39 South, Range 7 West of Willamette Meridian, containing in all 50 acres, (together with other lands in said contract of sale set forth,) for the sum of \$100,000.00 upon the terms and conditions therein set forth, said contract of sale being in escrow with the Josephine County Bank at Grants Pass, Oregon;

NOW THEREFORE, the said T. M. Anderson does hereby agree to and with the said W. A. Akers that from each and every instalment of said purchase price of \$100,000.00 to be paid under and by virtue of the aforesaid contract of sale he shall receive from the said Josephine County Bank to his credit 30% thereof until such time as he shall have received in total 30% of all moneys paid under the aforesaid contract of sale.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 25th day of October, 1913.

In presence of,

LeRoy M. Stith
Josephine

T. M. Anderson (Seal.)

State of Oregon,)
) ss.
County of Josephine.)

THIS CERTIFIES that on this ^{18th} ~~25th~~ day of ^{Dec} ~~October~~, 1913,
before me, the undersigned, a notary public in and for the
county and state aforesaid, personally appeared the within
named T. M. Anderson, who is known to me to be the identical
person described in and who executed the within instrument
and who acknowledged to me that he executed the same freely
and voluntarily for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF I have hereunto set my hand and
notarial seal the day and year last above written.

J. F. Smith
Notary Public for Oregon.



THIS INDENTURE, made and entered into this 13th day of November, 1913, between Thomas Wilson, of Manhattan, Nevada and A. C. Stock, of Reno, Nevada, parties of the First part, and Grand Prize Hydraulic Mines, a corporation, organized and existing under and by virtue of the laws of the State of Oregon, party of the second part, witnesseth:

That the said parties of the first part for and in consideration of Five Hundred Thousand (500000) shares of the capital stock of the said Grand Prize Hydraulic Mines, a corporation, the receipt whereof is hereby acknowledged, do by these presents transfer, grant, convey and confirm unto the said party of the second part, all their right, title and interest in and to that certain agreement dated the 24th day of October, 1913, between T. M. Anderson, and Martha Anderson, his wife, T. J. Anderson and W. A. Akers, both unmarried, all of Holland, Oregon, parties of the first part, and Thomas Wilson of Manhattan, Nevada, and A. C. Stock, of Reno, Nevada, parties of the second part, and all their right, title and interest in and to all the following described mining property, to-wit:-

The Grand Prize Quartz Mining Claim, comprising 20 acres in government Lot 4, 20 acres in government Lot 3, and 10 acres in government Lot 2, all being patented land in Section 36, Township 39 South, Range 7 West of Willamette Meridian.

Also certain unpatented claims as follows:

Vale Claim No. 2, Vale Claim No. 5, and Vale Claim No. 7; Claim also Grayback No. 9, as to which last mentioned claims the conveyances shall be by mining deed of quit claim, conveying mining title free and clear of liens and encumbrances, and subject only to the paramount title of the United States of America;

Also like mining title by mining deed of quit claim, free from liens and encumbrances, in and to an undivided one-third interest in Vine Maple Claim, an undivided one-third interest in Grayback

Claim No. 2, and undivided one-third interest in and to Grayback Claim No. 3, and an undivided one third interest in and to Grayback Claim No. 4.

Also what is known as the Barnett & Grimmett ditch and water right comprising a ditch and water right from Grayback creek and 300 inches of said waters, miner's measure, the interest in the same being and undivided one-sixth interest.

Also all of that certain ditch, ditch right and water right from Grayback Creek represented by application #2621.

of
Also all that certain ditch, ditch right and water right and the waters of Cave Creek and Lake Creek of 1000 inches represented by Application #3240, all being in Josephine County, Oregon.

Together with all and singular, the tenements hereditaments and appurtenances hereunto belonging, or in any wise 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, its assigns and successors, forever.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first herein written.

Witnesses at to Thomas Wilson
J. D. Brown
Cedrie Carey

Thomas Wilson (Seal)

A. C. Stock (Seal)

State of California)

City and County of : SS
San Francisco)

On this 19th day of January in the year one thousand Nine hundred and fourteen before me, J. D. Brown a notary public in and for said city and county, residing therein, duly commissioned and sworn, personally appeared Thomas Wilson, known to me to be the person described in, whose named is subscribed to and who executed the annexed instrument and he acknowledged to me that he

...the same freely and voluntarily 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 and county of San Francisco, the day and year last above written.

(N.P.Seal)

J. D. Brown
Notary public in and for the city and county of San Francisco, State of California.

State of Oregon }
County of Josephine } SS

This certified that on the 29th day of Jan. A. D. 1914 before me, the undersigned, a notary public in and for said county and State, personally appeared the within named A. C. Stock, who is known to me to be the indential person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

In testimony I have hereunto set my hand and notary seal the day and year last above written.

(N. P. Seal)

J. F. Stith
Notary Public.

#225

Filed and recorded Jan. 31, 1914 at 8:30 A. M.

E. L. Coburn, County Clerk

By Vina Opdycke, Deputy. Clerk

Vol 8 P 116.

STATE OF OREGON,
County of Josephine,

SS

E. L. Johnson County Clerk of the County aforesaid,
and ex-officio Clerk of the County Court therefor, hereby certify that I have
carefully compared the foregoing copy of Agreement
with the original, and that it is a true and correct copy thereof and of the whole thereof,
as the same appears of record
in my office and my custody.

Witness my hand and the Seal of said Court,

this 23rd day of May A. D. 1914

E. L. Johnson, Clerk.

By _____ Deputy Clerk.

in _____ County, Oregon, to-wit: Beginning at the center of Sec. 36, T. 39
S. R. 7 W. W. M. thence west on gr. sec. line 2640 ft. to gr. corner on west line
said Sec. 36; thence south on Sec. line 1320 ft. to northwest corner Lot 1;
thence east 1320 ft. to northeast corner Lot 1; thence south 709.50 ft. thence
east 660 ft.; thence north 1143.12 ft.; thence N. 82°00' W. 1428.58 ft.; thence N.
8°00' E. 600 ft.; thence S. 82°00' E. 1448.36 ft.; thence N. 78°28' E. 568.39 ft. to a
point on gr. sec. line 182 ft. south of center of Sec.; thence continuing N. 78°
28' E. 910.27 ft.; thence west on gr. sec. line 891.90 ft. to place of beginning and con-
alt in township -----, range -----, containing ----- acres, and I agree to pay for the same
according to law. containing 57.05 acres.

R. Boswell

(Signature of Applicant.)

This 21st day of November A. D. 1913

STATE OF OREGON,

County of Jackson } ss.

I, R. Boswell

, being first duly sworn, say that I am over eighteen years
of age; that I am a citizen of the United States; that I reside at No. 1002, W. 11th

City of Medford, County of Jackson, State of Oregon,

and my postoffice address is Medford, Oregon; that the proposed purchase is
for my own benefit; that I have not directly made any previous purchase of land from the State of Oregon of the
kind described above, nor has anyone for me, which, together with the land described in the above application,
exceeds three hundred and twenty acres; that I have made no contract or agreement, expressed or implied, for
the sale or disposal of the land applied for, in case I am permitted to purchase the same, and that there is no
valid adverse claim thereto.

SIGNED IN THE PRESENCE OF

R. Boswell

(Signature of Applicant.)

G. M. Williams

Ben Garnett

Subscribed and sworn to before me this 21st day of November, 1913,
and I hereby certify that I am personally acquainted with the applicant whose signature appears above, and that
he is the identical person described in the foregoing affidavit.

Ben J. Trowbridge

(Seal)

Notary Public for Oregon

STATE OF OREGON,

County of Jackson } ss.

I, G. M. Williams

, residing at No. 911, W. 11th

City of Medford, County of Jackson, State of Oregon,

and I, Ben Garnett, residing at No. 211, Alson

City of Medford, County of Jackson, State of Oregon,

being first duly sworn, depose and say, each for himself, that the address given after my name herein is my true
place of residence; that the within applicant is personally known to me; that he signed and swore to the within
application in my presence, and I signed my name as a witness to his signature in his presence and that I believe
he makes the within application for his own use and benefit.

G. M. Williams

Ben Garnett

Subscribed and sworn to before me this 21st day of November, 1913
and I hereby certify that I am personally acquainted with the persons whose signatures appear above, and that
they are the identical persons described in the foregoing affidavit.

Ben J. Trowbridge

(Seal)

Notary Public for Oregon.

MEMORANDA

The foregoing affidavit must be sworn to before a Notary Public or County Clerk within this State.

The present price of all State land is not less than \$7.50 per acre.

Payments on State lands, except tide lands, may be made as follows: One-fifth down, one-fifth in one year, with interest
at eight per cent per annum; one-fifth in two years, with interest at seven per cent per annum; two-fifths on demand, with
interest at six per cent per annum; interest on all deferred payments payable annually; the demand payment will not be
allowed to stand for a longer period than five years from the date of issuance of the certificate.

For tide lands, full payment is required and a special application is prepared for this class of lands, which will be sent
on request.

Not more than three hundred and twenty acres of any one kind of land will be sold to one person.

✓ THIS AGREEMENT, made this 24th day of October, 1913, between, T. M. Anderson and Martha Anderson, his wife, T. J. Anderson and W. A. Akers, both unmarried, all of Holland, Oregon, parties of the first part, and Thomas Wilson, of Manhattan, Nevada, and A. C. Stock of Reno, Nevada, parties of the second part, Witnesseth:

The parties of the second part have elected to take a contract of sale of the property hereinafter described under their option of September 5, 1913, heretofore executed between the parties hereto, and to that end and in consideration of one dollar and other valuable consideration unto the first parties in hand paid by the second parties, the receipt whereof is hereby acknowledged, the first parties hereby covenant and agree to sell and convey unto the second parties on or before five year from November 1, 1913 for the purchase price of \$100,000.00 all of the following described mining property, to-wit: in moeties of two-thirds unto Thomas Wilson and one-third unto A. C. Stock.

The Grand Prize Quartz Mining claim, comprising 20 acres in government Lot 4, 20 acres in government Lot 3 and 10 acres in government Lot 2, all being patented land in Section 36, Township 39 South, Range 7 West of Willamette Meridian; x

Also, certain unpatented claims as follows:

Vale Claim No. 2, Vale Claim No. 5 and Vale Claim No. 7; Also Grayback Claim No. 9, as to which last mentioned mining claims the conveyances shall be by mining deed of quit claim, conveying mining title free and clear of liens and encumbrances, and subject only to the paramount title of the United States of America;

Also like mining title by mining deed of quit claim, free from liens and encumbrances, in and to an undivided one-third interest in Vine Maple Claim, an undivided one-third interest in Grayback Claim No. 1; an undivided one-third interest in and to Grayback Claim No. 2; an undivided one-third interest in and to Grayback Claim No. 3, and an undivided one-third interest in and

to Grayback Claim No. 4.

Also what is known as the Barnett & Grimmett ditch and Creek water right comprising a ditch and water right from Grayback and 300 inches of said waters, miner's measure, the interest in the same being an undivided one-sixth interest.

Also all of that certain ditch, ditch right and water right from Grayback Creek represented by Application #2621;

Also all of that certain ditch, ditch right and water right and the waters of Cave Creek and Lake Creek of 1000 inches represented by application #3240 all being in Josephine County, Oregon.

✓ Provided, however, that the second parties shall have the election of dividing said premises and taking a portion of the same only, viz: the second parties may purchase within the period aforesaid all of the creek channel in Lot 4 being that portion between the banks estimated at 10 acres, also, all of the Vale Claims aforesaid; also all of the Grayback Claims aforesaid; also an undivided one-half of all ditches, ditch rights and water rights from Cave and Lake Creeks, for a purchase price of \$1100.00; [also all the other ditches and ditch rights and water rights above mentioned, payable in the same proportionate installments as is hereinafter set forth for the payment of the total purchase price; or the second parties may elect to take all of the remainder of the property first herein described for a purchase price of \$90,000.00, payable in the same proportionate amounts and time as in case of the purchase of the whole property first herein described. *

It is understood and agreed that the second parties shall continue their possession of the said premises and property, having completed the installation of sluice boxes for the operation of the ground, and continue the actual mining operations in good and minerlike manner with reasonable diligence, having due regard to the permanent development of said mine as a paying and workable mine, and cessation of work for thirty consecutive days shall

shall operate as a forfeiture of the rights of the second parties hereunder, unless prevented by unavoidable casualty, lack of water, or any other cause not controlled by the parties of the second part, in which event the time of the delay so occasioned shall not be deemed a part of the forfeiture period.

The second parties covenant and agree to pay and render unto the first parties during the first year next succeeding November 1, 1913, and promptly upon the completion of each cleanup, 20% of the net product of the mine, in the manner as hereinafter stipulated and to be credited on the purchase price; and during the second and third years' next following November 1, 1913, and promptly at the conclusion of each clean-up, 25% of such net clean-up, in the manner as hereinafter stipulated and to be credited on the purchase price; but during the three year period next following November 1, 1913, the amount to be paid on account of the purchase price from the clean-ups, or otherwise, must not be less than \$50,000.00.

During the fourth and fifth years next following November 1, 1913, the second parties shall pay and render unto the first parties 25% of the net amount of each clean-up, promptly and at the time of the completion of each thereof, in the manner as hereinafter stipulated and to be credited on the purchase price, but the amount to be paid in addition to the first \$50,000.00 due during the first three years is to be \$50,000.00, or the balance due on the total purchase price of \$100,000.00; but should the second parties elect to segregate the property and take either portion thereof as aforesaid, at the price hereinbefore stated, then they shall during the same period pay and render such sums as the purchase price for either of the properties so elected to be purchased bears to the whole purchase price.

The parties of the first part shall have the privilege of being present personally or by a representative at any clean-up and to inspect and weigh the same, and any gold or other metals extracted by the second parties shall be shipped to the united

States mint and return made to the Josephine County Bank, and the percentage of the first parties by said bank then deducted and credited on the purchase price mentioned in this contract, and the term "Net" shall not admit of any deduction for installation of equipment or other expenses than mining.

Except as herein otherwise provided, the second parties have thirty days grace upon each and every payment, but otherwise time is in all things the essence of this agreement, and all of the provisions herein contained shall apply to and include the heirs, executors, administrators and assigns of each of the parties hereto wherever the context so admits or requires.

The grantors shall within thirty days from the date hereof record with the County Clerk for Josephine County, Oregon, good and sufficient proof by affidavit of the performance of the annual assessment and representation work for the year 1913 upon all of the aforesaid unpatented claims, but the second parties shall for each year thereafter do and perform all annual assessment and representation work required by the laws of the United States and the State of Oregon; The parties of the first part shall have the right to post and maintain notices on said property to the effect that said property described in this contract and the owners thereof shall not be held responsible for any labor and materials furnished to said property or for any improvements made thereof; and if any lien should for any reason be filed on said property the parties of the second part shall, before sale or foreclosure, pay or otherwise discharge the same, and shall seasonably and before delinquency, after receiving notices of same, pay and discharge all taxes that may be lawfully assessed or levied against said premises.

The parties of the first part shall within thirty days from the date hereof duly cause to be executed, witnessed and acknowledged, and shall deposit with the Josephine County Bank as as escrow their deeds of the respective tracts aforesaid in accordance with the provisions hereinbefore contained, and said deeds

IN WITNESS WHEREOF, the parties have hereunto set their
shall be held by said bank as an escrow, and shall be delivered unto
deeds and seals, in triplicate, one of which triplicates shall be
the second parties, their successors or assigns upon the payment
deposited with said bank as an escrow pursuant and direction to
of the purchase price under either of the elective rights, afore-
the bank, this the day and year first hereinbefore written;
said, and said deeds shall be so executed that said elective rights
may be exercised if the second parties so desire; but in case of
default hereunder the first parties may elect to declare a forfeit-
ure, and thereupon all rights of the second parties hereunder shall
case and terminate, and the first parties may re-enter and take
possession of said premises, and upon such forfeiture all improvements
and mining equipment upon said premises, or furnished for mining
thereof and used in connection therewith shall be deemed to be a part
of said premises and property, and shall revert with said premises
unto the first parties, and the first parties may take possession
of the same without being liable for trespass and may retain all
sums paid on account of the purchase price as rental for the use
and occupation of the property, and all payments herein provided
to be made shall be made to the Josephine County Bank, and a record
there kept of the same.

✓ IT IS FURTHER AGREED that the second parties may at any
time elect to terminate this contract by surrendering the possess-
ion of said property, together with all payments heretofore made
as hereinbefore provided for. x

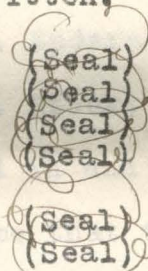
The second parties shall at all times seasonably do and
perform all things requisite for the reservation of the mining
title to the unpatented lands aforesaid, as well as the preservation
and protection of the water rights and ditch rights aforesaid in
accordance with the applications hereinbefore filed in the office
of the State Engineer of Oregon, or of any permit that may hereafter
be issued from said office pursuant to said applications heretofore
filed so far as the second parties may deem the same necessary.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in triplicate, one of which triplicates shall be deposited with said bank as an escrow agreement and direction to the bank, this the day and year first hereinbefore written,

In presence of

P. S. Ehrlich
Wm. G. Akerhieh

T. M. Anderson
Mrs. Martha Anderson
T. J. Anderson
W. A. Akers
First Parties
Thomas Wilson
A. C. Stock
Second Parties



State of California,

City and County of San Francisco,

ss

On this 30th day of October, in the year one thousand nine hundred and thirteen before me, J. D. Brown, a notary public in and for said city and county, residing therein, duly commissioned and sworn, personally appeared Thomas Wilson, known to me to be the person described in, whose name is subscribed to and who executed the annexed instrument and he acknowledged to me that he executed the same freely and voluntarily 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 and county of San Francisco, the day and year last above written.

J. D. Brown
Notary Public in and for the city and
(N. P. Seal) County of San Francisco, State of California
My commission expires April 5th, 1914.

County Clerk.

State of Oregon,)
) ss
County of Josephine,)

BE IT REMEMBERED, that on this 4th day of November, 1913, before me, the undersigned a notary public, in and for said County and State, personally appeared the within named T. M. Anderson, Martha Anderson, T. J. Anderson, W. A. Akers and A. C. Stock, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

In testimony whereof, I have hereunto set my hand and notary seal the day and year last above written.

(N. P. Seal)

J. F. Stith

Notary Public

#2843

Filed and recorded Dec. 16, 1913, at 3:10 P. M.
Page 97 to 100 Inc., Vol. 8, Record of Mining Conveyances.
E. L. Coburn, County Clerk, By Vina Opdycke, Deputy Clerk.

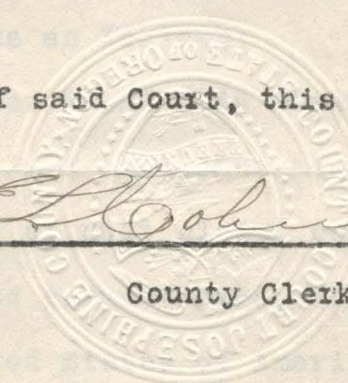
State of Oregon,)
) ss
County of Josephine,)

I, E. L. Coburn, County Clerk of the County aforesaid and ex-officio Clerk of the County Court thereof, hereby certify that I have carefully compared the foregoing copy of Agreement with the original, and that it is a true and correct copy thereof and of the whole thereof as the same appears of record in my office and my custody.

Witness my hand and the Seal of said Court, this 23rd day of May, 1914.



County Clerk.



in Josephine County, Oregon, to-wit: Beginning at NE cor. lot 4, Sec. 36 T39 S. E 7 W. said cor. being 1320 ft. S. of gr. cor. on E. line of said Sec. 36; thence N. on sec. line 720 ft; thence W. 1687.50 ft. thence S. 78°28' W. 972.11 ft. to point on gr. sec. line which is 794.36 ft. south of center of sec; thence continuing S. 78°28' W. 549.23 ft; thence N. 82° W. 123.06 ft. thence S. 432.96 ft; thence East on N. line of Lots 2, 3 & 4, 3300 ft. to place of beginning, containing 48.73 acres and being part of N½ of S½ of Section 36.
all in township 39 S., range 7 W., containing 48.73 acres, and I agree to pay for the same according to law.

T. M. Anderson
(Signature of Applicant.)

This 16" day of October, A. D. 1913.

STATE OF OREGON,

County of Josephine

ss.

I, T. M. Anderson, being first duly sworn, say that I am over eighteen years

of age; that I am a citizen of the United States; that I reside at No. Street,

City of Holland, County of Josephine, State of Oregon,

and my postoffice address is Holland, Oregon; that the proposed purchase is for my own benefit; that I have not directly made any previous purchase of land from the State of Oregon of the kind described above, nor has anyone for me, which, together with the land described in the above application, exceeds three hundred and twenty acres; that I have made no contract or agreement, expressed or implied, for the sale or disposal of the land applied for, in case I am permitted to purchase the same, and that there is no valid adverse claim thereto.

SIGNED IN THE PRESENCE OF

T. M. Anderson
(Signature of Applicant.)

W. A. Akers

D. K. Sutherland

Subscribed and sworn to before me this 16" day of October, 1913, and I hereby certify that I am personally acquainted with the applicant whose signature appears above, and that he is the identical person described in the foregoing affidavit.

(Seal)

J. E. Hodgdon

Notary Public

STATE OF OREGON,

County of Josephine

ss.

I, W. A. Akers, residing at No. Street,

City of Holland, County of Josephine, State of Oregon,

and I, D. K. Sutherland, residing at No. Street,

City of Holland, County of Josephine, State of Oregon,

being first duly sworn, depose and say, each for himself, that the address given after my name herein is my true place of residence; that the within applicant is personally known to me; that he signed and swore to the within application in my presence, and I signed my name as a witness to his signature in his presence and that I believe he makes the within application for his own use and benefit.

W. A. Akers

D. K. Sutherland

Subscribed and sworn to before me this 16" day of October, 1913, and I hereby certify that I am personally acquainted with the persons whose signatures appear above, and that they are the identical persons described in the foregoing affidavit.

(Seal)

J. E. Hodgdon

Notary Public

MEMORANDA

The foregoing affidavit must be sworn to before a Notary Public or County Clerk within this State.

The present price of all State land is not less than \$7.50 per acre.

Payments on State lands, except tide lands, may be made as follows: One-fifth down, one-fifth in one year, with interest at eight per cent per annum; one-fifth in two years, with interest at seven per cent per annum; two-fifths on demand, with interest at six per cent per annum; interest on all deferred payments payable annually; the demand payment will not be allowed to stand for a longer period than five years from the date of issuance of the certificate.

For tide lands, full payment is required and a special application is prepared for this class of lands, which will be sent on request.

Not more than three hundred and twenty acres of any one kind of land will be sold to one person.

In the Matter of the Application
 of T. M. Anderson et al, for the
 cancellation of a certificate of
 sale issued by the State Land Board
 to R. Boswell covering certain lands
 in Section 36, Township 39, South
 Range 7 West of W. M.

MOTION.

Comes now the above named R. Boswell by his attorney, I. H. Van Winkle,
 and moves the Board to dismiss the application of the said T. M. Anderson and
 others on the ground and for the reason that the said T. M. Anderson et al, have
 brought a suit in the Circuit Court of the State of Oregon for Josephine County
 wherein said named parties pray a decree of said Court, decreeing the said R.
 Boswell to be a trustee of the said lands described in said certificate of sale
 for and on behalf of the said named T. M. Anderson et al;

And on the further ground that the Circuit Court of the said county
 by virtue of said complaint has jurisdiction of all of the facts, subject matter
 and parties to said suit and the said R. Boswell as defendant therein has accepted
 jurisdiction of said Court by filing an answer therein duly verified; and basing
 this motion upon the further fact that the extraordinary powers of injunction of
 said Circuit Court have been invoked by said T. M. Anderson et al, and the said
 R. Boswell has been restrained by reason of said injunction issued and served,
 from working the property as a mining claim described in said certificate of sale;

And the said R. Boswell bases this motion upon all of the pleadings
 filed in said Court and the affidavits filed therein, certified copies of which
 accompany this motion;

And the said R. Boswell further bases this motion on the informality of
 the application filed with this Board, the same consisting merely of a letter
 asking for a hearing and the same not being verified by any person whomsoever.

I. H. Van Winkle

Attorney for R. Boswell.

STATE OF OREGON

County of _____

{ ss.

I, _____ being first duly sworn, say that I am

in the within entitled cause; and that the foregoing _____

is true, as I verily believe _____

Subscribed and sworn to before me this _____ day of _____ 191__

Notary Public for the State of Oregon.

STATE OF OREGON

County of Marion

{ ss.

I, I. H. Van Winkle, one of the Attorneys for R. Boswell

do hereby certify that I have compared the foregoing copy of

Motion with the original thereof, and that it is a true and correct transcript therefrom and of the whole of such original.

Dated this _____ day of June 1914.

STATE OF OREGON

County of _____

{ ss.

Due service of the within _____ by receiving a copy thereof duly certified as such by _____ one of the Attorneys for the

_____ is hereby admitted in _____ County, Oregon, this _____ day of _____ 191__,

Attorney for the _____

IN THE SUPREME COURT OF OREGON

"Did anybody ever show you the corners and stakes of the Grand Prize Mining claim? A. They did not."

Grand Prize Hydraulic Mines, et al, :

Q. When did you first know where the west center end stake of the Grand Prize? Plaintiffs and Appellants, The next day after Mr. Boswell showed us the quarter corner, we had Uncle Dan Sutherland's compass then, -VS- I borrowed it, we went to the quarter corner. I had a hundred foot steel tape and we run six hundred and sixty R. Boswell, et al, as I could on the section line and then run north on the line, west of north to understand that was the variation Defendants and Respondents. : : when we run that line that day we found these trees, the great trees...

Q. (By Mr. Reames.) A. About what date was that? A. The 28th of December, 1913, between Christmas and New Years, Mr. Reames."

STATE OF OREGON,)
JACKSON COUNTY.) SS
many of said defendant on cross examination as found

on page 290 I, Gus Newbury, being first duly sworn say that I am attorney for defendants and respondents in the above entitled cause and that I am well acquainted with the issues involved in this cause and with the testimony that has been taken, having read all of the same two or three times, and that I am also well acquainted with the premises involved in this controversy, having been over the same. That I make this affidavit in resistance of the Motion of the Appellants for injunction by this Court restraining the respondents from going in and upon the property of respondents and prosecuting work and labor thereon.

Q. Did you know where they were prior to that time? A. No sir. That this suit was instituted in the month of April, 1914 and a temporary injunction was obtained restraining

the defendants from prosecuting their work and labor upon the said mining claim, which has been in force up to this time.

I further state that the testimony shows that the defendants in this cause knew nothing about the boundary lines with reference to what he desired to purchase from the State, as or the stakes of the Grand Prize Mine at the time when they purchased from the State of Oregon and that the purchase was made from the State by the defendants in November, 1913 and that the defendants knew nothing about the stakes or boundaries prior to Christmas of 1913, and call attention to page 241 of the testimony of R. Boswell on pages 219 and 220 thereof with reference to the statements of T. M. Anderson, the plaintiff in the case, with reference to what he desired to purchase from the State, as follows:

Q. One defendant in this case? (Meaning Bill Akers). A. Yes. I asked Anderson about locating a mining claim on the school land, that some three years before Christmas of 1913, and call attention to page 241 of the testimony of R. Boswell in this cause, as follows:

"Did anybody ever show you the corners and stakes of the Grand Prize Mining claim? A. They did not.

Q. When did you first know where the west center end stake of this Grand Prize Mining claim was? A. The next day after Mr. Bowling showed us the quarter corner, we had Uncle Dan Sutherland's compass then, had borrowed it, we went to the quarter corner. It had a hundred foot steel tape and we run six hundred and sixty feet west as long as I could on the section line and then run north on twenty two, west of north we understood that was the variation of the needle or about that and when we run that line that day we found these trees, the three trees.

A. That was the information Mr. T. M. Anderson gave to me.

Q. (By Mr. Reames.) A. About what date was that? A. The 28th of December, that was between Christmas and New Years, Mr. Reames.";

Q. Right now go ahead with your statement about his advice to you and the testimony of said defendant on cross examination as found and the testimony of said defendant on the west, said it was a good buy and that he on page 290 of the testimony, as follows: first he had bought

forty acres, and found that he had bought short, that they met Q. Now when, Mr. Boswell, you saw these stakes upon the ground long before you purchased, isn't that true? A. BEFORE I PURCHASED, I DIDN'T.

Q. Were you upon the ground before you purchased? A. I was upon the ground there in August and the fore part of September and emphatically state I did not see the stakes or know of their existence until I found them between Christmas and New Years when we made our pocket compass survey." They measured up the first forty acres and it brought it to the panning hole.

And also to the testimony of R. J. Boswell, as found on page 363 of the testimony, as follows: A. The panning hole

Q. When did you first find the stakes? A. In December in company with my father when we made the pocket compass survey.

Q. Did you know where they were prior to that time? A. No sir.

Q. And you made your pocket compass survey after you had bought from the state? A. Yes sir."

devis "that they began to mine in the very aperture which had

been made by the I also desire to call the Court's attention to the testimony of R. Boswell on pages 219 and 220 thereof with reference to the statements of T. M. Anderson, the plaintiff in the case, with reference to what he desired to purchase from the State, as

follows: Anderson and Michael Murphy and I believe Thomas Wilson testified that where the Boswell found the stakes in there

Q. The defendant in this case? (Meaning Bill Akers). several A. Yes sir, and I don't know that it was just at that day or before but while we was there I asked Anderson about locating a mining claim on the school land and he told me that it would be no use to stake a claim on the school land, that some three years before the state had notified parties owning claims on the school land that they could contest the state rights for their claims if they was prior to the state's acceptance of the land and prove up under

"the mineral laws of the United States but they failed to--- there wasn't any of them that contested their rights, they let it go by as I remember and consequently all locations was off and the only way to get a claim on the school land was to buy the land, that is the way he had done and he said all stakes and corners did not amount to anything.

Q. Now that was the information Mr. Anderson gave to you?

A. That was the information Mr. T. M. Anderson gave to me."

"Q. Right now go ahead with your statement about his advice to you with reference to the purchase? A. He advised me to purchase land adjoining him on the west, said it was a good buy and that he had bought all he wanted, he told me that first he had bought forty acres, and found that he had bought short, that they measured there, him and Bill Akers or his son, I think it was Bill Akers, he said, measured with him and found that forty brought him just to his panning hole or about that and that he had written the state land board and they had consented and I think at that time his application was in for ten acres more and he said that ten acres would be all of the land he wanted.

Q. You say that he told you that they measured up the first forty acres brought it to the panning hole? A. They measured up the first forty acres and it brought it to the panning hole.

Q. Where was the panning hole, if you know, with reference to where the location notice was posted? A. The panning hole is south and east.

Q. How far distance? A. About one hundred and twenty five feet from where the location notice was posted on the madrone tree."

Answering the appellant's statement in his affidavit "that they began to mine in the very openings which had been made by the discovery of said claim and within the lines of the claim as staked and marked upon the ground", I desire to call the Court's attention to page 242 of the testimony of the defendant R. Boswell in the case:

"Q. T. M. Anderson and Michael Murphy and I believe Thomas Wilson testified that where the Boswell tunnel now runs in there was a cut several feet long and several feet wide and several feet deep, state to this court what you know about that? A. There was no tunnel whatever where this Boswell tunnel -- no cut where it was run in. That was absolutely untrue.

"Q. What was there, Mr. Boswell? A. There was a cut below about twenty feet and about, I should judge six or eight feet deep.

Q. Now suppose you were facing the Boswell tunnel where is this cut you refer to, is it on the left or on the right?

A. It is on the left coming up hill.

Q. About how large a cut was that? A. It is about four feet wide and twelve or fifteen feet long with a face on it about six or eight feet deep, I should judge, when we went in their last one.

Q. Where was another cut? A. There was a little one on the line about thirty feet east of our strike.

Q. And how large was that when you started making your excavation? A. That was a small cut, about eighteen inches deep and my son and I dug it about as deep again.

Q. Now I want to ask you whether or not there were any other cuts in that immediate vicinity there excepting the two you have detailed? A. There was none whatever.

Q. State whether or not where you have run that tunnel you broke virgin ground? A. I did, we did and cleared the brush away."

And in this connection I desire to call the Court's attention to page 356 of the testimony of R. J. Boswell:

Q. "You heard the testimony of T. M. Anderson and Wilson, who is in Court here, and one of the plaintiffs, representing the Grand Prize, didn't you?"

A. "Yes, sir."

Q. "State whether or not their testimony in regard to there being a third cut there is true or otherwise?"

A. "It is not true, there was no such third cut."

Q. Well, in what condition did you find the ground there between the cut on the left and the cut on the right, had it ever been broken? A. The cut on the right, the smaller of the two cuts we went about twenty feet to the left, that would be between the two cuts and started a cut. We had to clear away the brush to do this, to start this cut.

Q. Then am I to understand you went in on absolutely virgin ground? A. Yes sir.

Q. To run your tunnel? A. Yes sir.

Q. WELL, NOW WAS THERE ANY OTHER CUT THERE BETWEEN THOSE TWO CUTS UP THE HILL OR DOWN THE HILL FROM THERE? A. NO SIR.

Q. THEN AS I UNDERSTAND YOU THESE TWO CUTS YOU HAVE TESTIFIED TO WERE THE ONLY TWO CUTS THAT WERE THERE? A. THESE TWO CUTS I HAVE TESTIFIED TO WERE "THE ONLY TWO CUTS THAT WERE THERE ON THE GROUND IN DISPUTE AT THAT TIME."

"Q. That was after your father had purchased? A. Yes sir.

Q. Now where was the nearest cut down below on the Grand Prize mine? A. PERHPAS ONE HUNDRED AND FIFTY FEET FROM THE LARGEST OF THE TWO CUTS JUST NOW PARTLY COVERED UP. THAT CUT I WAS TOLD BY ANDERSON WAS WHERE HE GOT HIS LAST PROSPECTS.

Q. That is the cut one hundred and fifty feet down the hill?

A. Yes sir, the two cuts that he had run on the ground in dispute, he said he had got nothing, in fact he considered the gold was below those two cuts."

That answering the statement "that the evidence in this case shows that said deposit is so rich that many hundreds of dollars can be taken out in a day", I state that generally the testimony recites that the prospect was good and in some instances excellent but the only definite testimony in regard to the richness of the strike was the testimony of the Boswells that from their panning they took out one day \$3.00 and that it prospected well. That there is no testimony that justifies the belief that \$100 a day or any such sum can be taken from the said deposit. That it is true that in the tunnel the deposit is exposed but there is no free gold shown in the deposit and it must be panned out in order to ascertain what it contains. That the nearest water that there is to the deposit that might be used for washing the dirt in any quantities is nearly one-half mile away in a deep gulch and that the only water reasonably near available for washing dirt is a very small panning hole about one-quarter of a mile to the east that has a very limited quantity of water and is situate on the premises of the plaintiffs.

That it is believed from the prospects that were taken amounting to some \$3.00 and testified to by the Boswells, that the said deposit carries gold in paying quantities but there is no definite evidence showing that the deposit is immensely rich.

That the respondents have been denied their right to do any work or labor upon the premises which they have contracted to purchase from the State of Oregon for more than one year and it would be a gross injustice to the respondents if they should be enjoined by this Court from going in and upon the said premises and prosecuting whatever work they see fit to do thereon.

That the respondents' application to purchase the said land was made on the 21st of November, 1913 and the said lands adjoin the lands purchased by the appellants from the State of Oregon. That the purchase made by the respondents from the State of Oregon was in pursuance of the advice of the appellants, the testimony amply showing that the appellant Anderson had repeatedly told the respondent Boswell that they had purchased all the lands they wanted and that Boswell might purchase the balance lying west of the lands purchased by the appellant.

The evidence further shows that prior to the time when the defendant purchased the said lands from the State of Oregon that the respondents had brushed their lands out up to what is the actual dividing line between the lands of the appellant and the lands of the respondent and that the appellants were conducting hydraulic mining operations within two or three hundred yards of the lands of the respondent and within plain sight of where the respondent was working on his land purchased from the State. That he worked there with the knowledge and the encouragement of the respondents through the months of January, February, March, making the developments on his said lands which he did make, with their entire knowledge and with their encouragement, and with the knowledge on the part of the appellants of just where the dividing line was between the lands purchased by the respondent and those purchased by the appellants from the State of Oregon, and no claim was ever set up by the appellants to the said lands until after the respondent had made the discovery and had panned out the three

dollars hereinbefore referred to.

That after the appellants had brought their suit in the Circuit Court of Oregon for Josephine County the appellant Anderson filed a contest before the State Land Board and the said contest came on for hearing before said State Land Board on the second day of June, 1914, the plaintiff Grand Prize being present by its president Thomas Wilson and the plaintiffs T. M. Anderson, T. J. Anderson and D. K. Sutherland being present in person and by their attorney A. E. Reames and the defendants being present in person and by their attorney Gus Newbury, and the Board, consisting of Oswald West, Governor of Oregon, Thomas B. Kay, State Treasurer and B. W. Olcott, Secretary of State, after a hearing of the testimony submitted, entered its findings that no fraud had been perpetrated upon the State Land Board by the defendants in their application to purchase and ordered a dismissal of the appellant's contest.

And the respondents assert that there is no foundation for the appellant's contention as found on page 2 and 3 of his affidavit that the said State Land Board gave the appellant a preferential right to buy the said lands because of the appellant's location or that there is anything in the testimony to show that said State Land Board promised and agreed to sell the land embraced in their pretended location to the appellants or that there was any mutual mistake by the State Land Board and of the plaintiffs with reference to the lands involved in this controversy; and further state that if there had been such mutual mistake on the part of the said State Land Board and the said plaintiffs that the respondents were not privy with it, had no knowledge of it and were not bound by it.

WHEREFORE, the respondents pray the order of this Court denying appellants' Motion for an injunction against respondents.

Gus Newbury

Subscribed and sworn to before me this 12 day of May, 1915.

Helen Boggsdale
Notary Public.



County of Jackson,

} ss.

I,being first duly
sworn, depose and say that I am the
.....
in the above entitled; and that the foregoing.....is
true as I verily believe;.....
.....
.....
.....
.....

Subscribed and sworn to before me this.....day of191....

Notary Public.

STATE OF OREGON,

County of Jackson,

} ss.

I, Gus Newbury, attorney for, do
hereby certify that I have this day carefully compared the foregoing copy of
with the original; that it is a correct transcript therefrom and of the whole thereof.

Dated theday of191....

STATE OF OREGON,

County of Jackson,

} ss.

Due service of the within *Affidavit* is hereby accepted in *Marion* Jackson
County, Oregon, this *13* day of *March*, 191*5*, by receiving
a copy thereof, duly certified to as such by one of the attorneys for *Respondents*

Attorney... for *Appl.*

IN THE SUPREME COURT OF THE STATE OF OREGON.

Grand Prize Hydraulic Mines,
an Oregon corporation, D.K.
Sutherland, T. M. Anderson
and T. J. Anderson,

Plaintiffs and Appellants,

vs.

R. Boswell, R. J. Boswell and
W. M. Akers,

Defendants and Respondents.

This cause having on the 13th day of May, 1915, been duly heard before Lawrence T. Harris, a Justice of the Supreme Court of the State of Oregon, upon the motion of plaintiffs and appellants for a restraining order and injunction against the defendants and respondents; the plaintiffs and appellants appearing by A. E. Reames their attorney, and the defendants and respondents appearing by Gus Newbury their attorney.

And having heard the argument of counsel, and being now fully advised, it is ordered, adjudged and decreed by the court that said defendants and respondents, their agents, servants, and employees, and all others in their aid and behalf, or claiming by, under or through them or either of them, ^{be and they are hereby restrained and enjoined} from carrying on any mining operations or extracting any ore, gold or other precious metals from, and from digging or excavating upon any portion of the grounds included within the Grand Prize Quartz Mining Claim, mentioned and described in the pleadings in this cause as the Grand Prize Mining Claim; and from carrying on any mining operations or extracting any precious metals and from prospecting upon any part of the northwest quarter of Lot 2, or the southwest quarter of the northwest quarter of the southwest quarter of Sec. 36, Tp. 39 south of range 7 West, all of said property being in Josephine County, Oregon, and from carrying on mining operations upon or prospecting upon or extracting valuable ores from any of the property involved in this controversy which is in conflict between the

parties hereto during the pendency of this appeal.

And said plaintiffs and appellants having filed a bond in the sum of \$1,000.00, it is further ordered that within fifteen days from this date said plaintiffs and appellants shall file a further bond in the sum of \$4,000.00, conditioned as provided by law, to secure the defendants and respondents from loss in case this cause shall be decided against the plaintiffs and appellants. And in case they shall fail within said fifteen days to file such undertaking as above provided, this order shall be revoked and be of no force or effect, otherwise to stand until the final determination of this cause.

IN WITNESS WHEREOF I have hereunto set my hand in the City
of Salem, Oregon, this 13th day of May, 1915.

Justice of the Supreme Court
of the State of Oregon.