

12. It is mutually agreed that time is of the essence of this agreement.

13. It is mutually agreed that nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or provisions of the Act of Congress under and by virtue of which said permit was issued or any regulations of the Department of the Interior of the United States, lawfully promulgated thereunder, but, on the contrary this agreement, shall in all particulars be deemed amendable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions of said act or such regulations or against public policy, and shall remain and be in full force and effect as to all provisions not so eliminated or modified.

14. This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals, the day and year first above written.

E. C. Madden  
Witness

L. W. Davis  
Party of First Part.

E. C. Madden  
Witness.  
Genevieve H. Madden  
Witness

James B. Apperson

W. J. Dickinson  
Parties of Second Part.

STATE OF WYOMING } SS.  
COUNTY OF LINCOLN }

On this 13th day of August A. D., 1927, before me personally appeared L. W. DAVIS, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this 13th day of August A. D. 1927, at Kemmerer, Wyoming.

E. C. Madden  
Notary Public

(SEAL)  
STATE OF WYOMING My commission expires January 20, 1931.  
COUNTY OF LINCOLN } SS.

On this 13th day of August, A. D. 1927, personally appeared before me James B. Apperson and W. J. Dickinson to me personally known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this 13th day of August, A. D. 1927, at Kemmerer, Wyoming.

E. C. Madden  
Notary Public

(SEAL)  
My Commission Expires Jan. 20, 1931.

No. 5015

**ASSIGNMENT**

W. J. Dickinson

STATE OF WYOMING } SS. Filed for record in my office  
COUNTY OF SUBLETTE } this 21st day of September A. D. 1927  
at 2:30 o'clock P. M. and duly recorded in Book 2 of  
Miscellaneous on page 141.

J. P. Fuller  
County Clerk

Denver, Colo., Sept. 19, 1927.

Amelia Ramsey

Fees, \$.70

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar, and other good and valuable consideration, I hereby assign to Amelia Ramsey, of Evanston, Wyoming, all my right, title and interest in and to that certain contract dated August 13, 1927, by and between L. W. Davis, party of the first part, and James B. Apperson and W. J. Dickinson, parties of the second part, certified copy of which is hereto attached for more complete reference.

WITNESS:

Jas. B. Apperson

W. J. Dickinson (SEAL)

Betty McKinley

STATE OF COLORADO } SS.  
CITY AND COUNTY OF DENVER }

I, Della M. Morse, a Notary Public within and for the City and County and State aforesaid, do hereby certify: That W. J. DICKINSON, who is personally known to me to be the party whose signature is affixed to the above and foregoing instrument of writing, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument of writing as his free and voluntary act and deed, for the uses and purposes therein stated.

Given under my hand and seal this 19th day of September, A.D., 1927.

My commission expires February 18, 1930.

(SEAL)

Della M. Morse  
Notary Public