This Indenture of two parts, by and between

Lucy S. Balles and

Francis C. Wilcox

of Hartford County, in Connecticut, of the first part:

of said County, of the second part, witnesseth—

That the party of the second part contemplates to embark in the ship Henry Lee, now lying at New York, in the first voyage that she shall undertake for the Territory called New or Upper California—or for some intermediate port or place—and thence to proceed without delay to the gold mines or regions in said California, for the purpose of digging for and gathering gold and other precious metals, and to return in the said Henry Lee on her return voyage; said enterprise to be undertaken in connection with, and in conformity to the regulations of an Association, or Joint Stock Company called the Hartford Union Mining and Trading Company, about to embark in the same ship for the same object; and said voyage, in the outward and inward passage, is to be made in some vessel provided by said Company.

And the party of the second part, for and in consideration of three hundred dollars received of the party of the first part, the receipt whereof is hereby acknowledged, and of the sum of Ten Dollars, to be paid by the party of the first part to the party of the second part, he the said party hereby covenants with the party of the first part as follows, viz.: That he will, without any unnecessary delay, proceed in said ship, on her said voyage to said California, in connection with said Company, and will faithfully devote his time and services on his arrival there to dig for and gather gold, and perform acts of labor according to the regulations of the said Company, and that he will return in the return voyage of said ship with said Company, and with the proceeds of said enterprise or labor, and will pay over to the party of the first part one hundredth of the amount or share that shall be found to be his share or dividend of the proceeds or earnings of said Company, so soon as the same shall be liquidated, ascertained and received by him. 

And the party of the first part covenants with the party of the second part, that in addition to said sum of three hundred dollars, paid as aforesaid, that they will furnish him for an outfit the further sum of not exceeding one hundred dollars, and will accept and receive one-third the said share of the party of the second part as above specified, in full satisfaction for said advancements.

In witness whereof, the parties have hereunto interchangeably set their hands and seals this Fifth day of February, A.D. 1849.

Signed, Sealed and Delivered.

In Presence of

Lucy S. Balles

Francis C. Wilcox

In addition to the above agreement the subscriber bound covenants with said Geo. W. Balles and Geo. Balles that in case of my trouble with the company or other cause whereby I shall become separated from them and my share in any venture on my own and in San Francisco or any other place that I will faithfully and after paying the amount of $300.00 and Ten Dollar Contract, and make remittance to said Geo. W. & Geo. Balles Monthly opportunities can be found to send the same.

Francis C. Wilcox