

made at my office in the aforesaid County of San Joaquin the day and year last above written

Lewis M. Cutting
Notary Public



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Recorded at the request of J. S. Hendricks Sept 11th A. D. 1874 at 12 min. past 10 O'clock A. M.

Morton C. Fisher
Do
The Glasgow Californian Land Company (Limited).

This indenture made the twentieth day of June, One thousand eight hundred and seventy seven, between Morton C. Fisher of the City of London, England of the first part, and and The

Glasgow Californian Land Company (Limited) a corporation of the second part, Witnesseth, That the said party of the first part, for and in consideration of the sum of Fifteen thousand pounds Sterling to him in hand paid by the said party of the second part, at or before the executing and delivery of these presents, the receipt whereof is hereby acknowledged and in further consideration of the future payments amounting to about Sixty thousand pounds Sterling and seven thousand five hundred fully paid up shares of Ten pounds each in the Glasgow Californian Land Company Limited, as per articles of agreement copy hereto attached, Both granted, bargained, sold conveyed and confirmed and by these presents Both grant bargain, sell convey, and confirm unto the said party of the second part its successors and assigns forever, All those pieces and parcels of land situate and being on Roberts Island, San Joaquin County, State of California, described as follows: The fractional parts of the South East 1/4 of Section Twenty five (25) and of Section Thirty six (36) lying East of Whiskey Slough in Townships 2 North Range 24 East, Mount Diablo Mer. (32) Thirty three (33) Thirty four (34), (30) the fractional parts of Section

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seven (27), Twenty eight (28), Twenty nine (29), Thirty five (35) and Thirty six (36) lying South and West of the San Joaquin River and of Section Thirty one (31), lying East and North of Whiskey Slough in Township 2 North Range 5 East Mount Diablo Meridian, Sections Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty one (21), Twenty eight (28), Thirty (30), Thirty one (31) North 1/2 South West 1/4 North 1/2 of South East 1/4 and South West 1/4 of South East 1/4 of Section Twenty nine (29), the fractional parts of Sections One (1) and Twelve (12) lying West of the San Joaquin River, Burns Cutoff and Dark Slough the fractional parts of Sections Thirteen (13), Fourteen (14), Twenty two (22) and Twenty seven (27) lying West of High Ridge Lane which extends from Burns Cutoff to Middle River, the fractional part of Section Thirty four (34) lying between High Ridge and Middle River, and the fractional parts of sections Thirty two (32) and thirty three (33) lying North of Middle River in Township 1 North Range 5 East, Mount Diablo Meridian, the fractional South half of sections Thirty four (34) Township 1 North, Range Five (5) East excepted Sections one (1) Twelve (12) and Thirteen (13) in Township 1 North Range 4 East, Mount Diablo Meridian, Fractional parts of Sections Five (5) and Six (6) lying North of Middle River in Township 1 South Range 5 East Mount Diablo Meridian, Sections Fourteen (14), Fifteen (15), Twenty three (23), Twenty four (24), Twenty five (25), and the fractional parts of Sections sixteen (16), Twenty one (21), Twenty two (22), Twenty six (26), Twenty seven (27), Thirty five (35) and Thirty six (36) lying East of Middle River, Township 1 North Range 5 East containing in the whole about Twenty eight thousand one hundred and fifteen and seventy five hundredths (28,157 3/4) acres. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and the reverses and remainders

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remainder and remainders, rents, issues and profits thereof (and also all the estate right, title, interest property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, in or to the above described premises and part, and every part and parcel thereof, with the appurtenances. To have and to hold, all and singular the above mentioned and described premises, together with the appurtenances: unto the said party of the second part its successors and assigns forever, and the said party of the first part for himself and his heirs the said granted premises, in the quiet and peaceable possession of the said party of the second part its successors, and assigns against the said party of the first part and his heirs and against all and every person whomsoever, lawfully claiming or to claim the same shall & will warrant and by these presents forever defend. In Witness Whereof the said party of the first part hath hereunto set his hand and seal this day and year first above written.

Signed sealed and delivered in presence of Jas. M. McCarty the words "not to" on the 11th line of the 3rd page were stricken out and the word "half" inserted before signing

Morton C. Fisher 

Jas. M. McCarty
 State of California } ss.
 County of San Joaquin }
 On this Eighteenth day of September A.D. one thousand eight hundred and seventy seven before me, Jas. M. McCarty, a Notary Public in and for the said County of San Joaquin personally appeared Morton C. Fisher known to me to be the same person whose name is subscribed to the annexed instrument and who acknowledged to me that he executed the same. In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at my office in San Joaquin the day and

Certificate first above written.

J.M.

Jas. M. McCarty
Notary Public

Articles of Agreement made this nineteenth day of April 1877 between Martin Carter Fisher of 19 Great Winchester Street, in the City of London as Vendor, of the one part, and Michael Johnston of No. 16 Bithwell Street, Glasgow, on behalf of a Company intended to be formed with limited liability and to be called The Glasgow California Land Company (Limited), upon a Memorandum and Articles of Association already agreed upon, and which Company is hereinafter called the purchasing Company of the other part, as follows: 1. The Vendor shall sell and the purchasing Company shall purchase upon the terms hereinafter mentioned, 8000 acres of land part of Roberts Island in the San Joaquin Valley in California. Such Island is delineated on the maps herunto annexed, and the portion sold shall include those parts which are coloured pink in such maps and if such portion shall prove to contain less than 8000 acres, the Vendor shall supply the deficiency from some adjacent part of such Island. 2. The price of the land sold shall be £ 75,000 in Cash, and 15,000 Shares of £ 10 each, fully paid up in the purchasing Company, to be issued to the Vendor, but to be held in security by the Company until the profits of said Company exceed six percent. per annum. 3. Such sum of £ 75,000. shall be paid to the Vendor as follows; - £ 15,000 on 1st May, £ 15,000. on 1st August, and £ 15,000. on 1st November, 1877. £ 15,000. on 1st February, and £ 15,000. on 1st May 1878. 4. The Vendor's title shall commence with the Grant by ~~Patent~~ from the Governor of the State of ~~California~~ and such Patent shall be forthwith procured in pursuance of Title 5. The 1500 Shares shall

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is fully paid up under a proper Contract, filed with
the Registrar of Joint Stock Companies in exchange for
the Conveyance by the Vendor, or others, by his direction
of the land sold. 6. If the land coloured pink proves
to contain less than 30,000. acres, and the Vendor shall
declare himself unable to make or procure a conveyance to
the purchasing Company of the land to supply the deficiency
the purchasing Company shall accept a Conveyance of
the land coloured pink on the map, but shall be entitled
to retain £ 7 an acre (half in cash and the other half in
shares) for the acreage short of 30,000. comprised in the land
coloured pink. If, however, the acreage exceeds 30,000, the
Company have the option, at any time within two years
from receipt of notice thereof, of purchasing any excess
acreage over and above the said 30,000. at the price £ 7.
per acre half in cash the other half in shares.

7. The Vendor guarantees interest at £ 6 per cent per annum
upon the £ 75,000. which shall have been paid up, to
provide the purchase money to be paid to him in cash
until such time as the net profits derivable from the
property amount to a sum sufficient to pay interest
at that rate; with however, the right of reimbursement
provided for in the articles of Association.

8. The Vendor contracts (Firstly) For the building of
the necessary Dams, Leams, Sluice-Gates, and other
works for the reclamation and protection of the land,
which is at present subject to overflow of waters, and
guarantees the maintenance of same in proper order
for a period of five years from completion. (Secondly)
For ploughing and harrowing not less than 25,000.
acres of the land ready to receive the first sowing
of seed

9. The Price to be paid for the reclamation and
protection works shall be £ 54,000. payable quarterly
in proportion to amount of work done at the rate of

50 per cent of the amount due; the remainder, 20 per cent shall become due and payable three months after the work has been completed, and the price to be paid for the ploughing and harrowing shall be at the rate of 16s. per acre payable upon the ploughing and harrowing of each 1000 acres; and such prices respectively shall be paid at the option of the purchasing Company either in Shares of the Company or part not exceeding one half in Cash and the remainder in Shares, such Shares to be Shares in the purchasing Company, taken at par and issued under proper registered Contracts.

Morton C. Fisher
Michael Johnston

Witness:
M. M. Moore Merchant
10 Northwell Street
Glasgow.

Copy of agreement referred to in Deed from Morton C. Fisher to The Glasgow Californian Land Company (Limited), dated June 20, 1877. Jas.: Thos Boyd.

Counsellor at law & Conveyancer

Recorded at the request of C. V. W. Keale Sept 18th A.D. 1877 at 9 min. past 11 O'clk A. M.

D. F. Foster
Geo. W. Foster

This Indenture, made the twenty first day of August in the year of our Lord, one thousand eight hundred and seventy seven. Between D. F. Foster the party of the first part and Geo. W. Foster the party of the second part, Witnesses, that the said party of the first part for and in consideration of the sum of One Thousand Dollars, Gold Coin of the United States of America, to be in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, conveyed and confirmed and by these presents does grant bargain and sell, convey and confirm unto the said party of the second part, and to his heirs and assigns

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