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C O P Y

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Item 138
FROM ROOM 1022 CROCKER BUILDING
SAN FRANCISCO

FOR

Alaska Juneau Gold Mining Co
1022 Crocker Bldg
San Francisco - Cal.

August 23, 1934

Mr. Robert Beale
1404 Humboldt Bank Building
San Francisco, California

Chollar
Mine

Dear Sir:

Referring to your several informal conversations with me undertaken on your own behalf regarding any interest the Alaska Juneau Gold Mining Co. might take in the Comstock Lode and the property of the Consolidated Chollar Gould & Savage Mining Co., I am prepared to say with equal informality that the A.J.G.M.Co. will agree to make a preliminary examination of the C.C.Co. property to determine whether or not the visible development and mining chances would justify the A.J.G.M.Co. in entering into an agreement with the C.C.Co. along the following general lines:

The A.J.G.M.Co. to have a period of 45 days after date of signing in which to complete the examination.

The A.J.G.M.Co. to have the option to purchase 700,000 shares out of an authorized total of 1,300,000 shares of the C.C.Co. stock.

Payments for the said 700,000 shares to be made, either by the advance and expenditure by the A.J.G.M.Co. of not less than ^{to be} agreed upon sum per month for developing and equipping the property to the point of ^{justified} production, or by payment of monies into the treasury of the C.C.Co. until both such modes of payment aggregate \$700,000 within a period to be agreed upon.

of 45 days then there shall be no liability for consummation of proposed agreement.

August 25, 1934

The A.J.G.M.Co. to have control and management of the C.C.Co. while advancing and expending such sums, and to be protected in this respect by a voting trust of outstanding C.C.Co. stock, or otherwise.

The A.J.G.M.Co. shall have the option of discontinuing the advancement and expenditure of the aforementioned sums at any time within their discretion and upon reasonable notice to the C.C.Co., in which event the option to purchase said 700,000 shares would expire, provided A.J.G.M.Co. shall not be required to make any further capital expenditures after date of such notice. *upon turning property back free & clear of debt.*

If the A.J.G.M.Co. completes the purchase of the 700,000 shares as provided for, and finds it necessary to provide more money for the development and equipment of the property, such money shall be considered as advances made by the A.J.G.M.Co. to the C.C.Co. to be repaid with interest out of the first earnings from operations, and not otherwise.

The foregoing represent the major considerations in an agreement to cover the situation and these considerations, together with such minor considerations as may be necessary, would all be based on the assumption that the C.C.Co. will be, at the date of the signing of final agreement, free of all debt, and the owner of all of its mining properties on the Comstock Lode in Nevada, free and clear of all encumbrances, save and except ^{taxes and} an underlying Sutro Tunnel royalty.

Yours truly,

PRB:ET

(sgd.) P. R. Bradley.

of 45 days then there shall be no ~~agreement~~, *within period* consummation of proposed agreement.

August 14, 1934

The following deal is acceptable to the X company and if agreeable to the CCC Company should be negotiated immediately.

That the CCC Company agree to sell to the X company 700,000 shares of its capital stock for \$700,000. The purchase to be a block purchase and the X company to advance to the Treasury of the Company such money as may be required in their opinion.* Such money advanced to the Company to be credited against the full purchase price of the stock.

That after the Company has received \$700,000 X company is to receive 700,000 shares of stock. The X company, purchasers of the stock, to have _____ years to complete purchase. The X company to have the privilege of discontinuing the advancement of monies on their purchase at any time within their discretion upon 90 days notice and will agree to return the property to the present stockholders free and clear of all debt. Such advances as have been made shall be forfeited.

That the X company will further agree that if in their opinion the property needs at any time additional capital, that they will procure a loan or loans. If any loans are procured they are to be repaid only out of the company's first earnings.

That legal fees and commissions are to be adjusted.

It is also agreed that a Voting Trust will be formed in which there will be a minimum of 280,000 shares of present Chollar stockholders, also

That the capital of the Company will be increased 300,000 shares and the proper permits obtained by the Company.

It is understood that the X company agrees to immediately begin to examine the property and that this agreement expires 45 days after the beginning of the examination. If not accepted, within period of 45 days then there shall be no liability on either party for future consummation of proposed agreement.

If accepted, within 45 days the necessary contracts will be drawn and signed by both parties. The main details of the contract shall not materially differ from the above agreement which is to be negotiated prior to the examination by the proposed purchaser.

* A minimum per month - excluding income.