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R e p o r t

c n

THE STAR PEAK MINE

Inlay
Star Peak Mining District,

Pershing
Humboldt County,

N e v a d a

Examination - June 4-6/13
Report - June 20/13
By W.H. Sirdevan.

See also map files
1 map is 301
1 map is 276

Philadelphia, March 6, 1913.

Mr. H. G. Walker,

Lovelock, Nevada.

Dear Mr. Walker:

A printed report of the Star Peak Mining & Leasing Company's property has been sent me, with some attached typewritten assays of yours. Can you tell me if this property is of any value, and if so, if it is on the market.

Yours very truly,

ORIGINAL SIGNED
J. E. SPURR

Vice President

JES-C

R e p o r t

o n

T H E S T A R P E A K M I N E

The Star Peak Mine is located in the Star Peak Mining District, Humboldt County, Nevada, about 10 miles by road from Rye Patch on the Southern Pacific main line. The mine is at an altitude of about 9000 feet above sea level.

The Mining property consists of six claims - two of which are patented. There are also two placer claims and a millsite in Eldorado Canyon covering mill and water rights. The veins strike at right angles to the trend of the mountain range, and are exposed on the top of a divide. See accompanying map and blueprint. Development work has been on two veins but cross cuts from present workings would probably discover others as the surface indications are favorable.

The veins strike northeast and dip to the west. They occur in limestone which varies from light gray to almost black, and has a strong schistose structure in some of the workings. To the west this belt of limestone is overlain by a rhyolitic igneous flow. The limestone has about the same strike and dip as the veins.

The ore carries free gold with occasional specks of pyrite, sphalerite, and galena, and a little silver sulphide.

The main vein - upon which most of the development work has been done - is a strong quartz ledge from 6' to 8' in width, dipping about 60 W on the south side of the divide and about 38 W on the north side. Except for a small shoot of good ore on the south side near the raise in the upper tunnel - the vein is very low grade. The ore assays less than \$1.00 per ton in the lower tunnel

on the south side, and \$1.45 per ton in the lowest tunnel on the north side.

At the top of the divide there is a shaft 10' deep vertically and then 35' along a 30° incline. (See vertical section). This shaft follows a strong quartz vein about three feet in width. The quartz has a banded structure. The inclined portion of the shaft was filled with snow and water at the time that this examination was made, so that but one sample could be taken as shown on the map. About 3' of \$40 ore was claimed for this part of the shaft, but the sample assayed \$133.70 per ton. A grab of the dump from this shaft gave \$30.35. Samples taken by Hart and White - who have control of the property - were as follows: Dump samples - \$32.23 and \$28.88; at 10' from the shaft collar - \$57.60; at 14' - \$31.82; at 21' - \$13.60. The vein is said to be 5' wide at the bottom of the shaft. The ore appears to get lower grade in this shallow depth, but this is the best showing on the property.

Equipment.

A five-stamp mill with Wilfley table and an amalgamating plate. A 15 H.P. Gas Engine is used for power. The mill is located in Eldorado Canyon about two miles from the mine and from 3000 to 4000 feet lower. The ore at present is hauled by wagon over a good road 6000 feet long to the head of a tramway 4000 feet long. The ore is delivered directly to the mill from the tramway. Both the mill and the tramway appear to be in working condition. There are on hand two rolls of 5/8" cable said to contain about 10,000 feet.

A better location for the mill site would have been in Antelope canyon or in Upper Star canyon. There is not so much water in either of these locations, but it is very probable that more can be developed. With proper construction there is little doubt but that the tramway can be built direct from the mine to the mill at its present location - thus saving a wagon haul of about 6000 feet.

A small crusher is to be installed at the head of the tramway. This will increase the capacity of the tramway, and deliver a more uniform product to the mill.

General Conditions.

The climate in winter is severe on account of the high altitude, and the location of the mine on the crest of the ridge makes it doubly exposed to the weather conditions. It is doubtful if both mine and mill could be operated during the winter months with present equipment - unless sufficient ore were stored at the mill during the open season, and the necessary supplies for operation during the winter delivered at the mine in the fall.

If the tramway extended direct from the mine to the mill this difficulty could probably be avoided.

The total cost of mining and milling- using present equipment- should not exceed \$12 to \$15 per ton. With this cost the vein at the shaft on the top of the divide could be further developed and mined at a profit. Some of the ore from the upper tunnel on the south side could also be sent to the mill.

Terms of option.

In February 1913 the Star Peak Mining and Leasing Co. was incorporated. Not much stock has been sold, and J.H.Hart, the President of the Company, holds the controlling interest and will act for the other owners. The following are the terms offered for a one year option. Total Price - \$50,000. No cash payment at start. 10% due at the end of four months from the date of option- development work to be carried systematically during this time.

Hart and White - President and Treasurer respectively- have two men working on the property, and are preparing to develop and operate on a small scale.

Thornton Brothers are the original locators and owners of the property. They live in Unionville, and have turned the mine over to Hart and his associates.

Assay Results.

No.	Width	G o l d		S i l v e r		T o t a l	T o t a l
		Ounces	Value	Ounces	Value	T.M.CO. Assay	Walker Assay
1	3'0"	6.56	\$131.20	4.16	\$2.50	\$133.70	\$122.64
2	Grab	1.48	\$ 29.60	1.24	\$.75	\$ 30.35	\$ 31.53
3	8'6"	.06	\$ 1.20	.18	\$.11	\$ 1.31	\$ 3.46
4	8'0"	.04	\$.80	tr	---	\$.80	-----
5	7'0"	.06	\$ 1.20	.34	\$.20	\$ 1.40	\$ 3.92
6	6'0"	.18	\$ 3.60	1.78	\$1.07	\$ 4.67	\$ 5.89
7	7'6"	.06	\$ 1.20	.42	\$.25	\$ 1.45	\$ 1.91
8	5'6"	2.28	\$ 45.60	1.0'	\$.65	\$ 46.25	\$ 50.50
9	6'0"	.36	\$7.20	1.00	\$.60	\$ 7.80	\$ 8.04
10	5'6"	.40	\$ 8.00	.16	\$.09	\$ 8.09	\$ 5.12
11	3'6"	.04	\$.80	.12	\$.07	\$.87	\$ 3.69
12	1'10"	.14	\$ 2.80	tr	---	\$ 2.80	\$ 6.59
13	3'10"	1.76	\$ 35.20	2.60	\$1.56	\$ 36.76	\$ 24.94
14	Grab	.40	\$ 8.01	.96	\$.57	\$ 8.57 (Upper tunnel dump)	\$ 11.30
15	5'0"	.04	\$.80	tr	---	\$.80	\$ 2.76
16	Grab	.36	\$ 7.20	.12	\$.07	\$ 7.27	\$ 6.70

These samples were first assayed by H.G.Walker at Lovelock, Nevada, and the pulps sent to Tonopah for check assay. The pulps were reground by Mr. Loker and this may account for the failure to check in some of the samples. The results obtained by the Tonopah Mining Company assayer are taken as being correct.

Conclusions.

Working conditions are not very favorable - high altitude, not very accessible, no electric power, water not plentiful for mine or mill. None of these difficulties are prohibitive, however, and can be overcome if warranted.

The main vein No.1 upon which nearly all of the development work has been done - is too low grade to be considered. The value of the ore in depth is much lower than near the surface - a characteristic of deposits in this range - it appears.

The No.2 vein upon which the incline shaft at the top of the divide is sunk is the best prospect on the property. On this vein also - according to assays taken by Hart and White as given above - there is a falling off in value with depth. The Black Hole work on the north side is no doubt the outcrop of this same vein, as the quartz is banded similarly. Average samples by Hart and White give about \$18.00 per ton. (The grab sample of one piece of quartz (No. 16- \$7.25) is not a fair sample for this dump, as it was taken for information only.)

At the lowest tunnel on the south side - now filled by sloughing - a vein of good ore is claimed by Hart and White.

Not very much development work would be necessary to prove the best prospect - No.2 shaft vein. In addition surface trenches east and west from the shaft on the divide would open up for sampling the outcrops of other parallel veins.

The property is a fair prospect, and the terms asked are reasonable.

STAR PEAK MINING AND LEASING CO. PROPERTY



Officers

J. H. HART	President
J. J. MOREY	Vice-President
J. A. WHITE	Treasurer
J. C. HART	Secretary

¶ For information regarding these properties correspond with

MOREY-TURNER COMPANY
812 Call Building
San Francisco

MOREY-TURNER COMPANY
202 Clay Peters Building
Reno, Nev.

STAR PEAK MINING & LEASING CO.
203 Clay Peters Building
Reno, Nev.

J. H. HART, President
Star Peak Mining & Leasing Company
Lovelock, Nevada

REPORT ON THE STAR PEAK MINING & LEAS- ING CO. PROPERTY

GEOGRAPHY

The property is situated in sections 20 and 29, township 31 north, range 34 east Mt. Diablo meridian, in the Star Peak mining district, Humboldt county, Nevada, about four miles distant from the Southern Pacific railway siding platform and eight miles from Ryepatch post office and express office, and is connected with good wagon and automobile road. The mine is at an altitude of about 9,000 feet, and is about a six hours' run from Reno.

The group consists of six claims, three abreast, each claim being 600x1500 feet, or about 120 acres. These claims are as follows: "Monster," "Draagoon," "Gold Mountain," "Gold Coin," "Gold Stone," and "Croesus," of which the "Draagoon" and "Monster" are patented. The following map was made from notes of patent certificate of the "Monster" and "Draagoon" claims, and from notes obtained from the former owners. It is fairly correct and represents the meets and bounds of claim area of the property, as designated to us by Mr. Thornton, the present owner of the property.

ABSTRACT OF TITLE

The following manuscript is a patent on the "Draagoon" and "Monster" claims. (See patent certificate.)

IMPROVEMENTS

The improvements represented to us as belonging to the property at the mine are as follows: Blacksmith shop, equipped; about 600 lbs of 7-8 steel; 5 single jack hammers; 8 double jack hammers; 600 feet of T rails; 6,000 feet of road from mine to head of tramway; 4,260 feet of tramway; 10,600 feet of 5-8 inch extra cable; five stamp mill equipped with

1 Wilfey concentrator; and 1 15-hp. gas engine, all connected up, with suitable buildings and ore bins; 1 8-hp. gas engine hoist, 1 two-story boarding house at mill; stable for 4 horses, cellar, chicken house, outbuilding, etc.

The mill is situated on two placer claims and a mill site, and has an appropriation of 15 miner's inches of water. There is about 200,000 feet of cherry, spruce and cottonwood timber, all situated on placer claims in El Dorado canyon and all included in the sale, also wagon road from mine to head of tramway and good sleigh road from mill to head of tram.

COST OF IMPROVEMENTS

5 Stamp mill, about	\$ 4,000.00
1 Wilfey concentrator	400.00
1 15-hp. Gas engine	1,500.00
1 8-hp. Gas engine hoist	1,000.00
4,100 feet tramway	3,000.00
9,000 feet extra cable	1,170.00
1 Blacksmith shop and tools	500.00
1 1½ story house, 6 rooms	1,000.00
1 Stable for 4 head of horses	150.00
1 Ore car and 600 feet T rails	170.00
Total	\$12,890.00

ORE TREATED FROM MINE

- 1½ Tons packed from the mine by Government expert in 1909—milled \$70 per ton.
- 20 Tons milled by Dice in 1911, paying Thornton Bros. 50 per cent. royalty—netted \$10 per ton.
- 3 Tons milled in the fall of 1911 by Thornton Bros., from the ore buckets and bin left by Dice—netted \$33.70 per ton.
- 14.6 Tons milled by Thornton Bros. in 1912 from the ore chute—milled \$30.50 per ton.

EXTRACTION AS FOLLOWS

1½ Tons	\$105.00
20 Tons	400.00
3 Tons	101.00
14.6 Tons	445.00
38.1 Tons	\$1051.00

Age milling by plating	\$27.80
2 per cent. concentrates at \$528.88 per ton, or 26c per lb., or 40 lbs per ton ..	10.40
Value remaining in tails	2.80
Total value of ore milled per ton	\$41.00

EXTRACTION VALUES, PER CENT.

By plating extraction, recovered	67.8 %
By concentration extraction, recovered ..	25.4 %
Values remaining in the tails	6.8 %
Total	100.0 %

The ore was run through a 30-mesh screen.

GEOLOGY OF THE MINE

The veins are lying on or near the contact between andesite on the east and mariposite on the west, which runs in a northeasterly and southwesterly direction. The No. 1, or pay vein, lies in the mariposite about 20 to 30 feet from the contact. The gangue of the vein is ribbon quartz, which averages from 5 to 15 feet in width. This vein has been exposed by open cuts, tunnels and

No.	Gold	Silver	Where Taken
5	\$ 3.20	\$1.52	7 feet No. 2 vein, Star side, 3rd crosscut.
6	24.80	not run	Dump sample.
7	trace	not run	Open cut Star side.
8	10.40	.98	Boulder four tons near shaft.
9	13.60	not run	21 feet from collar of shaft.
10	30.00	1.82	14 feet from collar of shaft.
11	57.60	not run	10 feet from collar of shaft, 5 to 6 ft. vein.
12	27.20	1.68	Dump sample from shaft.
13	29.60	2.63	Dump sample from shaft.
14	19.20	1.68	Ore in chute.
15	11.20	not run	6 ft. taken 10 ft. from surface in upraise.
16	3.20	1.06	6 ft. No. 2 vein, 25 ft. east of raise winze tunnel.
17	3.20	not run	6 ft. No. 2 vein, opposite raise.
18	2.80	not run	Sample of mill tailings.

Taken By Mr. Crumpacker

1	.80	Star side croppings.
2	18.40	Open cut under winze tunnel dump 18 ft.
3	13.20	Croppings near box No. 2 vein.
4	126.40	Boulders near shaft on top of hill.
5	5.60	Croppings Star side.
6	.80	Croppings Star side.
7	2.40	Croppings Star side.
8	13.60	Croppings Star side.
9	13.52	Lowest work on Star side.
10	16.80	Black rock croppings Star side.

Taken by Thornton Brothers

1	947.85	Boulders near shaft.
2	34.10	Croppings near black hole.

Taken by Don D. Hollis

Dept. of Interior

1	17.20	No. 2 level "Dragoon" claim
2	19.40	General average from dumps.
3	13.80	6 ft. exposure west side hill.
4	8.40	No. 1 level.
5	30.40	Vein near mouth of No. 1 level.
6	23.80	Outcroppings of 18 ft. vein, 7 ft. taken.

Taken by Smith & Porter for Mr. Dice

1		
2		
3		
4		
5	70.00	Below 100 ft. tunnel Star side.
6	30.00	Red boulder (5 tons) south side
7	74.00	Red boulder (3 tons) south side
8	56.70	Red boulder (6 tons) south side
9	4.90	Winze cut mouth of No. 1 tunnel.
		Dump sample waste and quartz, location work.
10	83.11	Open cut No. 1 level.
11	1,103.00	Large specimen from winze.
12	25.70	Winze cut No. 1 level.
13	4.60	Star side.
14	.40	Star side.
15	57.70	Croppings near shaft.
16	512.61	\$13.27 Concentrates from mill.

3rd crosscut.

Ore milling by plating ----- \$27.80
 2 per cent. concentrates at \$528.88 per
 ton, or 26c per lb., or 40 lbs per ton -- 10.40
 Value remaining in tails ----- 2.80
 Total value of ore milled per ton ----- \$41.00

EXTRACTION VALUES, PER CENT.

By plating extraction, recovered ----- 67.8 %
 By concentration extraction, recovered -- 25.4 %
 Values remaining in the tails ----- 6.8 %
 Total ----- 100.0 %

The ore was run through a 30-mesh screen.

GEOLOGY OF THE MINE

The veins are lying on or near the contact between andesite on the east and mariposite on the west, which runs in a northeasterly and south-westerly direction. The No. 1, or pay vein, lies in the mariposite about 20 to 30 feet from the contact. The gangue of the vein is ribbon quartz, which averages from 5 to 15 feet in width. This vein has been exposed by open cuts, tunnels and shaft along the surface for about 800 feet.

The No. 2 vein is lying on and near the contact, with an andesite footwall and with a mariposite hanging wall. The gangue of the vein is bull-quartz, with streaks of heavy sulphide ore. This is low-grade ore.

No. 3 vein is lying parallel with No. 1 and No. 2 veins about 50 feet east in the andesite, which pans free gold, but so far no development work has been done or assays made to determine values.

Surface indications show faulting to the east and west, being very perceptible in the face of No. 1 level. The pitch of the veins vary from 30 to 75 degrees west.

SAMPLES ARE AS FOLLOWS

Taken By Hart and White

No.	Gold	Silver	Where Taken
1	\$ 16.80	\$ 1.76	Black hole on No. 1 vein.
2	16.80	1.08	Black hole dump sample.
3	2.40	not run	27 feet from portal 9 feet, of 17 feet No. 2 vein.
4	3.60	not run	9 ft., 6 in., No. 2 vein Star side, 3rd crosscut.

No.	Gold	Silver	Where Taken
5	\$ 3.20	\$1.52	7 feet No. 2 vein, Star side, 3rd crosscut.
6	24.80	not run	Dump sample.
7	trace	not run	Open cut Star side.
8	10.40	.98	Boulder four tons near shaft.
9	13.60	not run	21 feet from collar of shaft.
10	30.00	1.82	14 feet from collar of shaft.
11	57.60	not run	10 feet from collar of shaft, 5 to 6 ft. vein.
12	27.20	1.68	Dump sample from shaft.
13	29.60	2.63	Dump sample from shaft.
14	19.20	1.68	Ore in chute.
15	11.20	not run	6 ft. taken 10 ft. from surface in upraise.
16	3.20	1.06	6 ft. No. 2 vein, 25 ft. east of raise winze tunnel.
17	3.20	not run	6 ft. No. 2 vein, opposite raise.
18	2.80	not run	Sample of mill tailings.

Taken By Mr. Crumpacker

1	.80	Star side croppings.
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6	.80	Croppings Star side.
7	2.40	Croppings Star side.
8	13.60	Croppings Star side.
9	13.52	Lowest work on Star side.
10	16.80	Black rock croppings Star side.

Taken by Thornton Brothers

H. G. WALKER
ASSAYER

Lovelock, Nevada, Dec., 1911.

WALLACE & FETHERSTONE

NO.	MARKED	GOLD oz.	SILVER oz.	TOTAL
6				
1	Face Of 1ft. xcut running west Of tunnel	0.02	NONE	
	6ft. Quartz face of tunnel	Trace	"	
3	Same xcut as sample 1	"	0.5	
4	Cut above tunnel 6ft.	0.56	1.4	\$12.09
5	Dump at shaft	2.29	1.7	46.30
6	Dump at xcut north of shaft	2.26	2.4	53.90
7	Oxidized float south	34.53	17.2	701.60

UNION ASSAY

3rd crosscut.

Taken by Mr. Cohen

No.	Gold	Silver	Where Taken
	\$1,600.00		In winze, largest returns ever had on hill.

DEVELOPMENT WORK

Development work is as follows (see map): 125 feet of tunnel on the south side of hill known as No. 1 level. This is on the "Dragoon" claim with two cross-cuts to the east of about ten feet. This level will tap the vein at the shaft with about 100 foot backs. In this level there is a 35-foot winze, near the mouth.

300 feet of tunnel on the south side of hill known as No. 2 level, is about 75 feet on the "Monster" and about 175 feet on the "Dragoon" claim, which would tap the shaft with about 175 foot backs. A 75-foot raise connects this level with the No. 1 level. This upraise is about 165 feet from mouth of tunnel.

One 35-foot shaft on the apex of the hill on the "Dragoon" claim.

100-foot tunnel on north side of hill, same level as No. 1 level south on "Dragoon" claim. 3 crosscuts drifting westerly about 25 feet apart, No. one 17 feet, No. two 13 feet, and No. three 12 feet. Crosscuts on No. 2 vein, which is low grade, the main pay vein lying to the west in the mariposite formation.

The open cut shown on map is done on the main pay or No. 1 vein, which averages 5 to 16 feet in width.

ORE IN SIGHT

Figuring a block of ore (see map) 160 feet long, 30 feet deep, averaging 6 feet wide, making a tonnage of 2,210 tons (12 samples taken in winze tunnel upraise, open cuts on surface and outcroppings), gives an average assay value of \$30 per ton.

2,210 tons @ \$30.00 per ton ----- \$66,300.00
38 tons taken from dump gave a mill return of \$38.20 per ton.

Taking a block of ore at the shaft, or apex of the hill, on the "Dragoon" claim, 35 ft. deep by 50 ft. on each side of shaft, sampling width 5 ft.—1,346 tons, (7 samples) average \$37.80 per ton.

1,346 tons @ \$37.80	50,878.80
Total value	\$117,178.80
Cost of extraction \$8.65 per ton	\$30,759.40
6.8% values remaining in tails	7,969.15
Total	38,728.55
Net Profit	\$78,450.25

ESTIMATED COST OF EXTRACTION AND REDUCTION OF 400 TONS PER MONTH WITH PRESENT PLANT

Mining, supt., etc., 400 tons @ \$4.00	\$1,600.00
Transportation, 400 tons by wagon to head of tram	200.00
Tram to mill, labor, rock breaker and oil	200.00
Milling @ 85c per ton	340.00
2% concentrates (8 tons) charges, hauling and freight	95.00
Remaining in tail 6.8%	931.87
Interest on capital	00.00
	\$3,366.87

Cost per ton, \$8.42.

Gross returns on ore treated, taking average assay as a basis, \$34.26 on 400 tons, \$13,704.00.

Net profit on one month run, \$10,337.13.

PROSPECTIVE OUTLOOK FOR THE MINE

The ore chute is traceable on the surface by boulders, open cuts, tunnels and shafts for a distance of over 1,000 feet, which shows the vein varying in width from 5 to 15 feet, with well-defined walls, this being No. 1 or pay vein.

The assay and milled values run from \$4.26 to \$1,600 per ton, the latter being the highest assay taken on the hill and being obtained by Mr. Hartwig A. Cohen, of San Francisco. Fifty-two samples, taken by eight different mining men, gave an average of \$38.76 per ton, which does not include the two high-grade samples of \$1,103 and \$1,600.

The No. 1 vein does not show in the No. 2 south level, where they ran in on the contact. Judging from No. 1 level, open cuts on surface and shaft, they left the vein to the west in the mariposite. In raising from the No. 2 level to No. 1 level they first encountered the foot wall and hanging wall of the No. 2 vein about 35 feet from the surface.

The No. 2 vein, which lies on and near the contact, averaging from 6 to 17 feet in width and running parallel to No. 1, only shows as far as developed, an average of about \$3.50 per ton. Further development may prove a chute of high-grade ore on this well-mineralized vein, which carries about 2% sulphide, and which may be traced in places on both sides of the hill.

The No. 3 vein, lying parallel with No. 1 and No. 2 veins, about 50 feet east in andesite, and from 10 to 18 feet in width, is a well-defined and well-mineralized vein and pans free gold, but so far no development or assays have been done on this vein. Outcroppings over the ridge show a length of from 700 to 800 feet.

The cost of drifting is about \$5.00 per foot for 4x5x7 feet.

The cost of raising is about \$3 per foot for 5x8 feet.

The cost of timbering at mine. should not exceed cutting, delivering and installation.

Freight from railroad to mine, should not exceed \$3.50 per ton.

The cost of cordwood at mine should not exceed cutting and delivering.

The future probability of ore may only be obtained by further development. Between nine and ten levels may be developed by drifting from both sides of the hill, which slopes off at an angle of about 35 degrees. This makes the property a tunnel proposition, which insures a dry mine. Thus far no timbering has been required, except in the raise where an ore chute was put in, and none was used in the drifts.

RECOMMENDATIONS

That the No. 1 level, or tunnel on the south side on the "Dragoon" claim be driven ahead about 300 feet on No. 1 vein and a raise put through to connect with the 35-foot shaft on the apex of the hill before crushing is commenced, which would insure at least two years' work for the present plant.

When crushing begins crosscuts should be run every 100 feet in No. 2 level, crosscuts further

west in the north tunnel, wagon road repaired and turning places made at each end, ore bin and rock breaker (with gas engine from hoist) installed at head of tram, large ore bin and mill capable of holding 400 or 500 tons, which may be made principally by grading. Would advise that this work be done in about three months, or less, at an expense of about \$4,950.00, which expenditure will insure the economical working of the mine and also put several hundred tons of ore on the dump and in the bins.

After crushing is commenced, No. 3 tunnel, south side of hill, should be driven ahead, as debris shows boulders averaging from 1 to 5 and 6 tons, and five samples averaged \$400 per ton. (Yet to be developed.)

The result shown by milling 38 tons of ore proved that by plating and concentrating with the present plant a very high rate of extraction was obtained and which gave an average of 93.2%.

CONCLUSION

Positive improvements—ore in sight, timber, wood, water right, etc. \$91,340.25

PROBABLE VALUE

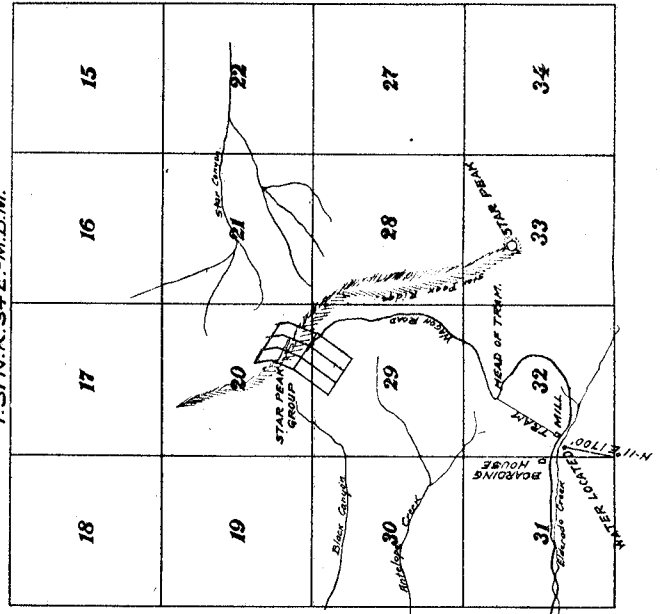
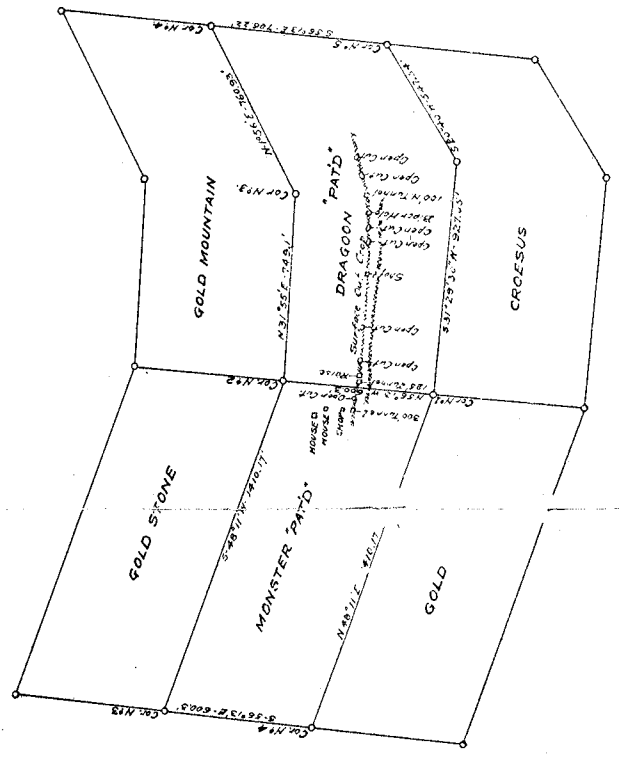
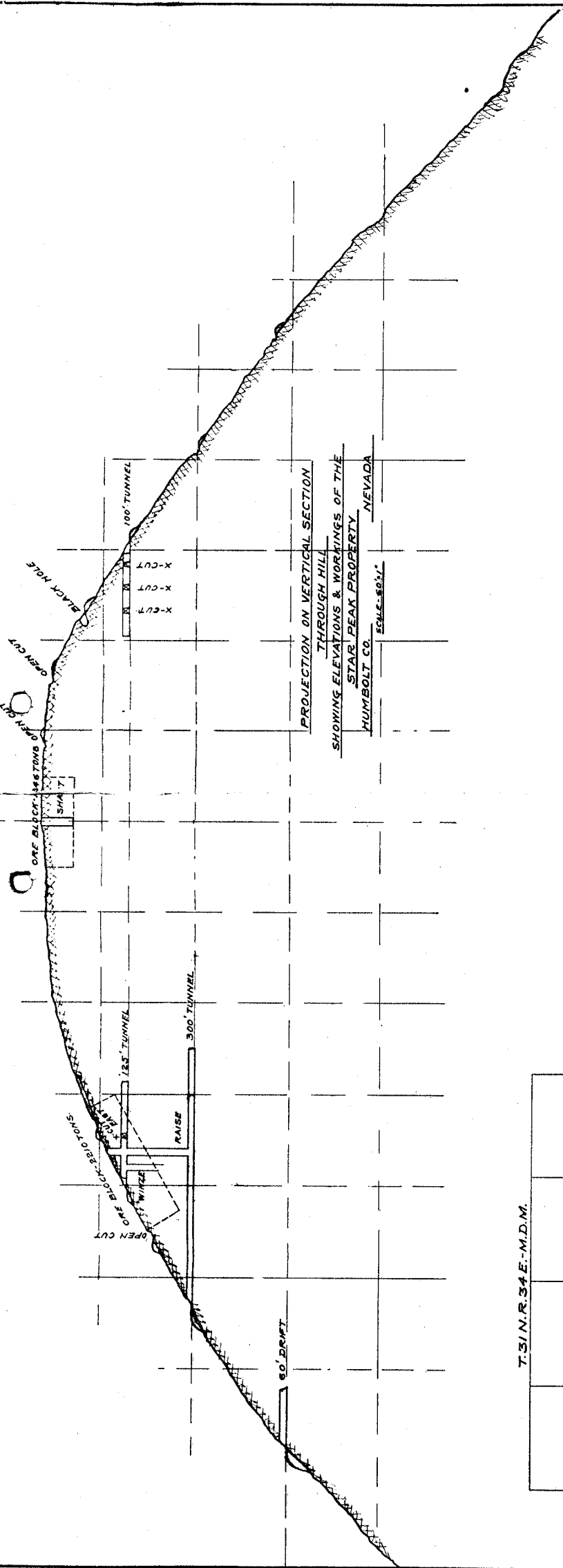
10 levels or 80-100 blocks, 5 ft wide, No. 1 vein—307,692 tons @ \$10.00 net 3,076,920.00

Probable red oxide ore chute on north side of hill (not considered before) 15-100 blocks 5 ft. wide—57,690 tons @ \$70.00 4,038,300.00

Estimated probable value. \$7,206,560.25

Would say that while this property possesses wonderful merits as a prospect, the development work is not sufficiently extensive to warrant a definite opinion as to its ultimate success. We are led to believe, however, from the facts herein given, that further exploration would result in the discovery of ore lodes which would place the property in rank with the principal paying mines in the State of Nevada.

J. A. WHITE, M. E.
J. H. HART.



PLAN OF
STAR PEAK GROUP
SCALE 300' = 1"

T.31N.R.34E.M.D.M.

THE STAR PEAK MINE.

The Star Peak Mining & Leasing Co.

Situated near the summit of Star Peak, Humboldt Range, about six miles from Humboldt House on the Southern Pacific Railway at the head of Antelope and Star Canyons.

Extent of underground workings shown by accompanying map. Access to said workings impossible at present on account of snow. Report on same at future date.

The following list of assay returns represent samples of small parcels of ore on dumps of tunnels, open cuts and of boulders of float of which there is a considerable tonnage.

No. 1 ore dump - collar of upraise- 8 tons	\$ 24.80 Au
No. 2 Boulder Star side, half ton	Trace
No. 3 Trench Star side above Black Hole	5.80
No. 4 Black Hole dump	27.20
No. 5 recomposed material 125 ft.tunnel dump	12.00
No. 6 Boulders from face of 60ft.tunnel	372.00
No. 7 Cut below 300 ft.tunnel	Trace
No. 7a Same as No.7, reddish quartz	12.80
No. 8 Float	9.60

The veins of which there are severall in parallel trend about N.15 E. The continuity of any one vein through the hill was impossible to trace altho there are corresponding outcrops on each side, of from six to fifteen feet in width.

The mine is connected with the mill by a mile of wagon road and 4000 feet of aerial tramway in good working condition.

The mill equipment consists of a Joshua Hendy 5 stamp mill, 950 lb. stamps with Challenge feeder, amalgamating plates inside and out, fifteen H.P. marine typr gasoline engine, (J.L. Hicks, S.F.) 16 ft. Wilfley concentrator all connected with the necessary belting shafting, etc., extra pulleys, gears, rope, tools, etc. all in good condition.

Tank for water supply for mill fed by pipe from spring 2300 yards away. Spring issues from solid limestone and flow is constant the year round.

There is a good site for stock ore bins at the terminal of tramway and for additional units to mill. Site for tailing ponds and cyanide plant in also convenient and suitable.

Blacksmith shop equipment, additional five-eighths inch cable, 8 H.P.Fairbanks Morse Hoist, etc., are conservatively valued in company's report as are also the camp buildings, water sources etc

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENT	
REC'D APR 21 1913	
SEEN	18/11
ANS'D	

H.G.Walker
April tenth.

KEEP THIS ON TOP

276

item 2

Subject : STAR PEAK MINE

(NEVADA)

Philadelphia, March 1, 1916.

Mr. C. L. Wilson,
c/o Hotel Terminal,
60 Market Street, San Francisco, Calif.

Dear Sir:

I returned from Central America yesterday, and upon my return my attention has been called to your letter of January 7th, which was acknowledged on February 11th by Mr. Whiteman. Replying to this I beg to assure you that I have not been influenced in the slightest because of the little inconvenience that it would be to me to give my deposition in the matter in controversy in which you are interested, but I have been unable to see how from my recollection I can be of any assistance to you. If, however, after this delay, you think I am in possession of such information as would be pertinent evidence in the case, I shall be entirely willing to make answer to such questions as may be propounded to me.

Yours very truly,

ORIGINAL SIGNED
J. E. SPURN

Vice President

JES-C

Ref. to Mr. Whelan
Jes

J. Edward Spurr, Esq.,
Bullitt Building,
Philadelphia, Pa.

Hotel Terminal, 60 Market Street,
San Francisco, Cal.

RECEIVED	
JANUARY 7, 1916.	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JAN 12 1916	
SEEN	<input checked="" type="checkbox"/>
ANS'D	

Dear Sir:

As a great personal favor to me, would you be willing to give the necessary time for a short deposition to be taken in Philadelphia, in regard to your connection with the Star Peak Mine.

I think you will recollect that I presented this property to you through W. H. Shookley, of Palo Alto, Cal., and you arranged with Mr. Bradford to go to the mine for you and report on the same, but when Bradford arrived in Lovelock, the owners of the property refused to recognize my bond and refused to allow Mr. Bradford to go on to the property in order to make a report for your benefit.

I think you will also recollect an interview I had with you at the St. Francis Hotel, at which your attorney was present, also Mr. Bradford and myself. You stated at the time that one of your engineers had examined the property for you a short time before and had made a very satisfactory report, which you had with you at the time. At that time you stated you would be willing to purchase the property for your company, provided your personal examination verified the report of your engineer. At that interview I urged upon you and the company's attorney to furnish a bond in order to secure possession, and to advance some money for litigation. The attorney declined on the grounds that although the property seemed in every way desirable, he would not advise his company to purchase a law-suit.

You will also recollect my wire to you at Philadelphia that I had arranged with the Star Peak Company to allow you to examine the property, that you came to Lovelock and met me there and the Star Peak Company again refused to allow you to make the examination.

What I wish to show by your testimony is that your company was willing, able and ready to purchase the Star Peak Mine after your examination, provided your investigation upheld your engineer's report. My contracts were drawn in proper form and recorded in the County seat and should have been respected by the Star Peak Company. They would have been, but Mr. Gowing, representing W. P. Hammon, found out about the property and made a proposition whereby the Star Peak Company were relieved of paying a commission. In order to beat me out of the commission which they had contracted to pay, they entered into a contract with Mr. Gowing ignoring me entirely.

I have been put to over \$1,000.00 expense in this matter and I am sure you have been put to considerable trouble and expense

.....2

also. I am suing these people for damages and with your assistance can teach them a lesson which will compel them and others of their kind, in the future, to respect the written contract which they had prepared themselves and signed.

Mr. Gowing has paid about one-half of the purchase price on this property up to the present time, and I understand that it is turning out to be a very valuable property.

Now, Mr. Spurr, I recognize the fact that it may be some little inconvenience to you to give your deposition in this matter, but I do not think it should consume more than one-half hour of your valuable time, and with your assistance, my attorney assures me we can win this case, which will be worth several thousand dollars to me. If you will kindly assist me in this matter, I would be more than willing to recompense you for your expense in your efforts to examine this property at my solicitation and under the terms of my bond and option, which I believed at that time to be perfectly good and which I am anxious to have determined by the trial of the case in the United States Courts at Carson City, Nevada.

Hoping that you will kindly consent to grant this request, I remain,

Yours truly,

A handwritten signature in cursive script, reading "C. L. Wilson". The signature is written in dark ink and is positioned below the typed name "C. L. Wilson".

Please answer at the above address.

Philadelphia, December 29, 1915.

Charles H. Sooy, Esquire,
Mills Building,
San Francisco, California.

Dear Sir:

Your favor of the 24th inst., has been received. In reply I would state that my connection with the Star Peak Mining & Leasing Company was so limited, and so much time has intervened, and so many other matters have engaged my attention since my interview with the Star Peak people, that my recollection does not serve me with sufficient clearness to give you what I consider reliable information upon the subject. I remember, however, my pleasant interview with Mr. Wilson. I would not be prepared to say from the information I received, as best I recollect it, that there was any reasonable probability of my recommending the purchase of the property to my principal.

Very truly yours,

ORIGINAL SIGNED
J. E. SOOY

Vice President

JES-C

CHARLES H. SOOY
ATTORNEY AND COUNSELOR AT LAW
MILLS BUILDING
SAN FRANCISCO, CAL.

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D DEC 29 1915	
SEEN	
ANS'D	

December 24, 1915.

Mr. S. K. Spurr,
Bullit Building,
Philadelphia, Pa.

Dear Sir:

I have brought a suit against the Star Peak Mining & Leasing Company for a commission alleged to have been earned by Mr. C. L. Wilson in finding a buyer for the above property under a certain contract to sell the same. In seeking a purchaser I am advised that Mr. Wilson took the matter up with you; that you sent an engineer, or possibly two engineers, to make an examination of the property, and that you yourself journeyed from Philadelphia to San Francisco, thence to Lovelock, Nevada, to personally inspect the property, and was prevented from doing so by the action of the Star Peak Mining & Leasing Company in repudiating their agreement with Mr. Wilson, and selling the property to Mr. Gowan, representing the Hammond interest.

Your testimony is very necessary and material to Mr. Wilson in the prosecution of his suit. This is, therefore, to inquire if it will be agreeable to you to go before a Notary Public, or court commissioner, in your city and give your deposition with regard to the facts in the case. I cannot embody in this letter the exact questions that would be asked you, but the principal points we would want to cover with your testimony are these.

Were you, at the time in question, ready, able and willing to buy the Star Peak Mining & Leasing Company's property if

#2 S.K.S.

an examination had disclosed the fact that said property was as represented by the Star Peak Mining & Leasing Company, and conformed to the reports which had already been submitted to you.

Were you, in fact, refused an opportunity of going upon this property and making an inspection thereof, and the circumstances of such refusal.

We will try and arrange the taking of this deposition in such a manner that it will cause you the least inconvenience, and we assure you the same will be greatly appreciated both by the attorneys in the case and Mr. Wilson, himself, and will materially assist in adjusting the damages caused by the unwarranted repudiation of a solemn contract on the part of the Star Peak Mining & Leasing Company.

Yours very truly,

C. H. Sooy
m

HWG/M

Star Peak

BIG MEADOW HOTEL

LOVELOCK, NEVADA,

Sept 3rd 1913

J. E. Spurr, Esq.
Durango, Colorado.

Dear Sir:- Have arranged
everything satisfactory with
the Star Peak Mining and Leasing
Company Am now trying to
arrange to take over Lowans
Option. (Hammer's man.)
His option is much more
favorable than mine as the
payments are smaller and
extended over a much longer
period. Am in hopes to get this
matter fixed up tomorrow
and will then wire you the
result.

BIG MEADOW HOTEL

#2

LOVELOCK, NEVADA, _____ 191__

White one of the owners at the Mine, tells me that the work done by Hammond's Man has much improved the value and appearance of the property. He says the ore in the bottom of the shaft will go fully \$100. per ton.

The only object in putting with me is to avoid litigation. I expect to be compelled to pay Gering for his work. Yours truly,

C. L. Wilson.

BIG MEADOW HOTEL

LOVELOCK, NEVADA, Aug 31st 1913

J. E. Spurr. Esq.

Drum. Col.

Dear Sir :- J. J. Morry and
Myself arrived here at noon
today. The owners of the
Star Peak Mine have agreed
to extend my option until
Oct. 1st 1913. We will have
the papers signed up by
Tuesday of this week as
tomorrow is a legal Holiday
I will wire you as soon
as the papers have been

BIG MEADOW HOTEL

#9.

LOVELOCK, NEVADA, _____ 191__

signed. Thorntons Brothers
Dred has been placed in
the Bank of Lovelock
already, this Dred runs
to the Star Peak Mining and
Leasing Co. Their agreement
to me to extend time to
Oct 1st will bind them.
The Contract to Goran and
Hammond is simply a
working Contract and can
be terminated any time

BIG MEADOW HOTEL

#3.

LOVELOCK, NEVADA, _____ 191_____

By the Star Peak Mining
and Leasing Co. returning
to them the amount
expended in work which
they have agreed to
accept. So the whole
matter is all cleared
up. Yours truly.

C. L. Wilson.

WESTERN UNION

NIGHT LETTER

Form 2289 B

THEO. N. VAIL, PRESIDENT

RECEIVED AT Cor. Jackson Boulevard and La Salle St., Chicago ALWAYS
C202 SF DI 127 NL OPEN

LOVELOCK NEV AUG 24 13

5278

J E SPURR, CARE LASALLE HOTEL CHICAGO, ILL.

REGARDING STAR PEAK THE FRISCO CROWD HAVE NOT CARRIED DEVELOPMENT

AS FAST AS THEY SHOULD AND ARE NOW SEEKING BETTER TERMS BY THREATENING
TO THROW UP THEIR OPTION THE ORE IN THE SHAFT IS STILL AVERAGING SIXTY
DOLLARS AND I BELIEVE THIS MOVE TO BE A BLUFF AS THEY ARE PLANNING
OTHER DEVELOPMENT WORK NAMELY WAGON ROADS ETC HOWEVER I BELIEVE I CAN
GET THEIR OPTION IF THE MATTER IS HANDLED DISCREETLY AND WITH SOME
AUTHORITY FROM YOU TERMS ARE FIFTY THOUSAND WITH PAYMENTS RANGING
FROM FIVE THOUSAND IN NOVEMBER TO THE FINAL PAYMENT MAY NINETEEN
FIFTEEN PLEASE CONSIDER THIS COMMUNICATION AS A COURTESY TO YOU AND
CONFIDENTIAL WILL WRITE YOU FULLY AT ONCE BUT WOULD LIKE TO SEE AN
EXPRESSION OF INTEREST OR OTHERWISE FROM YOU AT ONCE

H G WALKER

1023P

THE WESTERN UNION TELEGRAPH COMPANY

25,000 OFFICES IN AMERICA.

INCORPORATED

CABLE SERVICE TO ALL THE WORLD

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.

TIME FILED

CHECK

SEND the following message subject to the terms }
on back hereof, which are hereby agreed to

Philadelphia, August 11, 1913.

TRANSLATION OF CODE MESSAGE:

J. E. Spurr,
c/o Denver Club,
Denver, Colorado.

Bradford wires from Lovelock as follows: Begins "Will write full particulars. It was necessary to complete 100 shifts by night of tenth. Went to Star Peak with force of men. Original owners as well as Star Peak representative and Hammon man refused possession. Your position vastly improved. Now question for your attorney. Ore bottom shaft confirmed. Wire me at Luning when and where to meet your attorneys. " Ends. Please answer Bradford. We did not.

(Sgd) C. A. Higbee

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS WHICH ARE HEREBY AGREED TO

To guard against mistakes or delays, the sender of a message should order it REPEATED, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeat message rate is charged in addition. Unless otherwise indicated on its face, THIS IS AN UNREPEATED MESSAGE AND PAID FOR AS SUCH, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery of any REPEATED message, beyond fifty times the sum received for sending the same, *unless specially valued*; nor in any case for delays arising from unavoidable interruption in the working of its lines; *nor for errors in cipher or obscure messages.*

2. In any event the Company shall not be liable for damages for any mistakes or delay in the transmission or delivery, or for the non-delivery of this message, whether caused by the negligence of its servants or otherwise, beyond the sum of FIFTY DOLLARS, at which amount this message is hereby valued, unless a greater value is stated in writing hereon at the time the message is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent. thereof.

3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other Company when necessary to reach its destination.

4. Messages will be delivered free within one-half mile of the Company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the Company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

7. *No employee of the Company is authorized to vary the foregoing.*

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

THE WESTERN UNION TELEGRAPH CO. IS THE LARGEST TELEGRAPH SYSTEM IN EXISTENCE. OVER ONE AND A QUARTER MILLION MILES OF WIRE AND CABLES. IT ACCEPTS MESSAGES FOR ALL TELEGRAPH STATIONS IN THE WORLD, SUBJECT TO THE TERMS HEREON.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH THE OFFICES OF ALL OTHER COMPETING COMPANIES COMBINED.

WESTERN UNION TELEGRAPH COMPANY ALL COMPETING COMPANIES

MONEY TRANSFERRED BY TELEGRAPH AND CABLE TO ALL THE WORLD

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA.

CABLE SERVICE TO ALL THE WORLD

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message.

Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVED AT

135-D GU 73-

BU PHILADELPHIA PENNA AUGUST 11-1913

J E SPURR,

CARE DENVER CLUB, DENVER COLO.

4175
 RECEIVED
 AUG 11 1913
 PHILADELPHIA

BRADFORD WIRES FROM LOVELOCK AS FOLLOWS BEGINS WILL WRITE FULL
 PARTICULARS IT WAS NECESSARY TO COMPLETE TRAPICIO PFLUGSCHAR BY NIGHT
 OF TENTH WENT TO STAR PEAK WITH FORCE OF MEN ORIGINAL OWNERS AS WELL AS
 START PEAK REPRESENTATIVE AND MAMMON MAN MOROSELY LASCIVETE YOUR
 POSITION VASTLY ENCERRONA NOW QUESTION FOR YOUR ARMENGELD ORE BOTTOM
 SHAFT BROCADURA WIRE ME AT LUNIG WHEN AND WHERE TO MEET YOUR
 ARMENGELD ENDS PLEASE ANDRAJO BRADFORD WE CHUPATIVO.

C A HIGBEE

2-PM.

OFFICE OF THE
WAGNER AZURITE COPPER CO.
LUNING, NEVADA Aug/ 10 1913

Tonopah Mining. Co.
Bullitt Build.
Philadelphia, Penn.

Dear Sirs;

You did not understand the situation . We had until the night of the tenth of Aug. to complete the one hundred shifts of work up-on the Star Peak Mine and I merely wanted the money to pay off with as the work should be done i:e: tomorrow the 11th.

The original owners had declared a forfeiture of the bond under which the Star Peak was held and these parties had accepted the forfeiture and allowed the owners to make a trade direct with the man Gowing who was working the Mine under a bond from the Star Peak and the same Supt. was retained and is now directing the work. In my opinion a clear case of conspiracy to defraud. The Supt. is the man whom I had employed in Mexico and who is under obligations to me to return there as soon as the rainy season is over vis. Oct.

He told me and his name must not be used that they had sunken the shaft 5 ft. deeper and that they had 4 ft. of ore in the bottom and that it panned well. Gowing had not told him its assay value. Also that they had 2 ft. of ore in the large vein and that it panned well but not as well as the other vein.

This is now a question for your attorneys. I am anxious to go over with your atty. at an early date. I will be in San Francisco on the 17 th. and must go to Montana to be there on the

25th. Will send you bill as soon as I get all receipts.

Yours Respt.

S. F. Bradford

WESTERN UNION NIGHT LETTER

THEO. N. VAIL, PRESIDENT

RECEIVED AT N. W. Cor. 15th and Chestnut Sts., Philadelphia ALWAYS OPEN

B34CH.CD. 66NL.

LOVELOCK, NEVADA AUG 9TH, 1913.

TONOPAH MINING CO.,

BULLITT BLDG., PHILA., PA.

698 m

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D AUG 11 1913	
SEEN	
ANS'D	

WILL WRITE FULL PARTICULARS YOU DID NOT UNDERSTAND SITUATION IT
WAS NECESSARY TO COMPLETE ONE HUNDRED SHAFT BY NIGHT OF
TENTH WENT TO STAR PEAK WITH FORCE OF MEN ORIGINAL
OWNERS AS WELL AS STAR PEAK CO REPRESENTATIVE AND HAMILTON MAN
REFUSED POSSESSION YOUR POSITION VASTLY IMPROVED ^{QUESTION} NOW FOR YOUR
ATTORNEY ONE BOTTOM SHAFT CONFIRMED WIRE AT LUNING WHERE AND
WHEN TO MEET YOUR ATTORNEYS

S K BRADFORD.

5 AM.

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA.

CABLE SERVICE TO ALL THE WORLD

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message.

Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of **Unrepeated Messages**, beyond the amount of tolls paid thereon, nor in any case beyond the sum of **Fifty Dollars**, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVED AT

59 D SX 45

BU PHILADELPHIA PA AUG 7TH 13

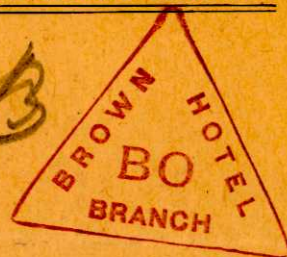
J E SPURR, BROWN PALACE HOTEL

DENVER.

BRADFORD WIRES FROM RENO BEGINS WHARFINGER WILL RUSH MEN

cost \$1000 STAR PEAK WITH AUTO TODAY TRAPICIO SHIFTS WILL
 CALAENDRAJO NEARLY VERJUICE WIRE GLEICHSAM ASMOSO LOVELOCK WIRE

ME OREANA ENDS BRADFORD SUPERBRUO NEED GLEICHSAM UNLESS THEY
 PERMIT HIM TALENTOSO YOU WIRE BRADFORD AND HAUTESSE ME NOW AFFLICTUS
to work C A HIGHBEE.....1150A *to act*



WESTERN UNION NIGHT LETTER

Form 2089 B

THEO. N. VAIL, PRESIDENT

RECEIVED AT N. W. Cor. 15th and Chestnut Sts., Philadelphia

ALWAYS
OPEN

B 36 CH HJ 52 N.L.

NENZEL NEVADA AUG. 7-1913.

TONOPAH MINING CO.,

BULLITT BLDG., PHILADA. PA.

NO ANSWER TO MINE OF THIS MORNING AM LEAVING FOR
ROCHESTER WILL START LOAD OF MEN THIS EVENING FOR STAR
PEAK MINE MUST PAY FIVE DOLLARS PER SHIFT AND FOOD
MUST HIRE AUTOS FOR TRANSPORT WILL COST NEARLY ONE THOUSAND
PLEASE WIRE THE MONEY LOVELOCK MERCANTILE BANKING CO. WIRE ME
LOVELOCK IMMEDIATELY.

S. K. BRADFORD.

112AM.



WESTERN UNION

NIGHT LETTER

THEO. N. VAIL, PRESIDENT

Form 2239	
TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D AUG -2 1913	
SEEN	
ANS'D	

RECEIVED AT N. W. Cor. 15th and Chestnut Sts., Philadelphia

ALWAYS
OPEN

C60CH WH 86 NL

SANFRANCISCO CALIF AUG 1-13.

J E SPURR, CARE TONOPAH MINING CO, BULLITT BLDG PHILA.

LETTER FROM WHITE TO MORLEY DATED JULY TWENTY FOURTH STATES
WORK GOING ON DISCLOSURES FIVE FEET HUNDRED DOLLARS ORE BOTTOM
SHAFT ON SMALL VEIN AND TWO FEET FORTY DOLLAR ORE
LARGE VEIN STARPEAK MINE AM GOING WITH VICE PRESIDENT THEREOF
MONDAY TO ATTEMPT TO EXAMINE IT CANT YOU MAKE SOME
MOVE IMMEDIATELY THE SECOND MONTH EXPIRES AUGUST TENTH FAILURE TO
ATTEMPT TO WORK MAKES MORE COMPLICATIONS HAVE RAISED MONEY HERE
TO PURCHASE MINE BUT FEEL CONFIDENT IN VIEW NEW DEVELOPEMNTS
YOUR COMPANY WILL INSIST ON PURCHASE.

S. K. BRADFORD.

440AM.

1404 Humboldt Bank Bldg.,

San Francisco, Cal.,

July 22, 1913.

Mr. J. E. Spurr,
Bullitt Bldg.,
Philadelphia, Pa.,

Dear Sir:

Your favor of July 15th at hand and contents noted. I am very sorry that the misunderstanding has arisen in the Star Peak matter. That you may thoroughly understand the situation, I think I had better give you in brief a review of the event up to date.

Mr. C. L. Wilson holds a contract from the Star Peak Mining Company, signed by its President and Secretary. This contract was acknowledged by Mr. Wilson and recorded in Humboldt County, the County Seat. The contract was signed by Hart, President, and Hart, Secretary. They both combined own 50% of the stock of the Star Peak Operation. Mr. Moreley, who owns 25% of the stock is with us in this transaction, and if you come out to examine the mine, will go with you to the mine and take you through the property. The Star Peak Mining Company do not own the Star Peak Mine. They merely have an option for the purchase of the same, on which they have made several payments and therefore this option should be considered and would undoubtedly be construed as a personal property and it is not necessary for a stockholders' meeting, or action of the Board of Directors, although we have reason to believe that the Board of Directors held a meeting and voted this option, but the title to personal property can be transferred by its President and Secretary in Nevada, as I understand the law.

Mr. Solinsky, one of the leading mining company attorneys of this State, maintains that the option is good. The Star Peak Mining Company's attorney is also afraid of the Wilson option, but expects to defeat it on the ground of non-performance of a hundred shifts during the month ending July 10th.

A Nevada attorney, whom I consulted, told me that the very fact that they had optioned it over our option to Hammon and had given me notice thereof obviated the necessity of doing the hundred shifts of work.

Nevertheless, I went to the mine, demanded the privilege of examining the same and beginning work thereon, and was refused by the Hammon people. The owners were not present.

If your engineer's preliminary report warrants your fighting for this property and you will come immediately to Lovelock, Mr. Wilson and Mr. Moreley will meet you, accompany you to the mine, where Mr. Moreley will see that you secure admission for your final examination and if that examination warrants, there can be no doubt that you will secure the property on payment of that \$20,000 the first of September.

If, on the other hand, you do not care to carry this matter any further it would be no more than right to return all the papers to Mr. C. L. Wilson and permit him to secure from Mr. Hammon whatever amount he can for that option. Undoubtedly, Mr. Hammon will pay Mr. Wilson for his option rather than to have any trouble over it. You have all telegrams, letters and copy of the option assigned by Mr. Wilson to your company and duly acknowledge by him now in your hands, and I hope are in position to make a final decision.

Respectfully yours,

SKB/B.

S. K. Poradford

COPY
TONOPAH MINING COMPANY NEVADA

July 21st, 1913.

Mr. S. K. Bradford,
1404 Humboldt Bank Building,
San Francisco, Cal.

Dear Mr. Bradford:

I have yours of July 14th just received. Both you and Mr. Shockley are still under a slight misapprehension, namely, that I did not act promptly in the Star Peak matter.

As a matter of fact, simultaneously with the telegram to Mr. Shockley that I had requested Mr. Blackburn to make immediate examination of the property on receipt of advice by Mr. Shockley that everything was ready, I wired Mr. Blackburn giving instructions to that effect, and, so far as I know, our engineer proceeded to the property and made the examination as soon as practicable after Mr. Shockley did advise Mr. Blackburn.

Upon examination of the papers forwarded to this office, it appeared that there was a copy of what purported to be an option between the Star Peak Mining & Leasing Company and Mr. C. L. Wilson. This document made no reference whatever to the terms of the option between the owners of the property and the Star Peak Mining & Leasing Company. It would be impossible for the latter company to give any greater rights by assignment than those contained in the option between it and the owners of the property.

You will see, therefore, that before we could determine anything upon this matter we would be obliged to have before us the option given by the owners of the property to the Star Peak Mining & Leasing Company, in order that we could pass judgment as to whether or not the terms thereof would be acceptable. If not this than an option should be obtained by you and your associates from the owners of the property, which should be made assignable, so that you can assign that option to the Tonopah Mining Company of Nevada if you so desire, and if you should adopt this course I would suggest that when it comes to negotiating such an option with the owners of the property, that you confer with the officers of this Company relative to the terms, so that you would know whether or not it would be acceptable after you procured it.

Our Vice-President and General Counsel, Mr. Whiteman, will leave for Nevada and San Francisco soon, and you can doubtless see him thereif you wish. I, myself, intend to leave for the west in a very few days, and can meet you, but believe the attitude of our company is that they do not think it worth while to start litigation concerning this matter, especially as so far they have received no option which gives them any rights.

Yours very truly,

(Signed) H. E. Spurr.

Vice-President.

W.H.Shockley
C/o First National Bank
San Francisco

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUL 28 1913	
SEEN	
ANS'D	

J.Edward Spurr, Esqr.,
Vice President Tonopah Mining Company
Bullitt Bldg., Philadelphia.

My dear Mr. Spurr:-

Your letter of July 15th recd today. I will mention that I am stopping at Wrinch Ranch, Wrights, R.F.D. 27, California, near Santa Cruz, but letter are speedily forwarded when addressed either to Box 72, Palo Alto, or to First National Bank, San Francisco.

This letter of yours today contains the first information that you have had the property examined under the option of Wilson. It is most annoying to think that your letters to me have gone astray, and inexplicable because up to June 28 I was in Palo Alto, and also at the First National Bank and seemed to get letters regularly at both these places from a number of regular correspondents.

But I am very glad to learn, even at this late date, that you have had the property examined. With regard to the binding character of the option given to Mr. Wilson; that is a legal question, which I do not feel qualified to decide: Mr. Bradford is advised by good mining lawyers that the option is legal. I think that he has already written to you on this point and you will doubtless take up the matter with him, or with Mr. Wilson.

Trusting that at some future time I may be able to find a property that you will purchase and thanking you for your letter,

I remain,

Yours very truly,



If not too much trouble, please send to me copies of letters and telegrams that you have sent me in relation to this Star Peak business. The letters that I have from you are: June 26: July 15.
Telegrams: June 7: July 8m July 16.

S.

1831 Alameda Avenue,

Alameda, Cal. July 17, 1913

Tonopah Mining Company of Nevada,
Bullitt Building,
Philadelphia, Penn.

Gentlemen:

Have just received the following wire repeated from W. H. Shockley of Palo Alto, California, which explains itself.

"Philadelphia, July 8,

W. H. Shockley,
C/o First National Bank,
San Francisco

Acknowledging yours July 6th we have no agreement which warrants our paying any money for work on Star Peak property. If properly executed agreements are sent us we will act at once.

(Signed) Tonopah Mining Company of Nevada."

In answer to the above I am sending you a copy of my option of purchase on the Star Peak group of mines signed by the Star Peak Mining and Leasing Company, by their President J. H. Hart and Secretary J. C. Hart. This contract has already been recorded as you will note. You will find attached an assignment of this contract together with all my rights under the same, which I hope will be satisfactory to your Company and that you will take steps at once to examine the property and protect this option. If you do not care to purchase the property under this option I wish you would release the same as soon as possible after you have made your investigations.

This is a very valuable property and my option is very valuable to me at the present time, and could be sold for a large cash consideration. Therefore if you are not satisfied with the property after having examined the same I am anxious to have the privilege of placing the property before other buyers.

Under date of Philadelphia, June 26, 1913, I received the following letter from J. E. Spurr, your Vice President:

Tonopah Mining Co. -#2

"Referring to yours of June 11th, to Mr. W. H. Shockley of San Francisco, California, I wish to advise you that the Tonopah Mining Company wishes to examine this (Star Peak) property with a view to purchase, and desires the further extension of time equal to the life of the option, as mentioned in your letter.

Yours very truly,
(Signed) J. E. Spurr,
Vice President."

I should have communicated with Mr. J. E. Spurr direct but as I have sent him several wires and letters in regard to this matter, and have received no answer to the same presume he is out of town, and therefore thought that by communicating directly with the company it would save time.

On receipt of the enclosed I wish you would kindly acknowledge the receipt of the same and state in your letter when I can expect you to take up the investigation of this property.

Yours truly,

C. L. Wilson.

1831 Alameda Avenue,

Alameda, Cal. July 15, 1913

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUL 21 1913	
SEEN	
ANS'D	

Mr. J. Edward Spurr,

C/o Tonopah Mining Company of Nevada,

Bullitt Bldg., Philadelphia, Pa.

Dear Sir:

I understood indirectly today from S. K. Bradford that you, or some member of your Company, have written to W. H. Shockley requesting some different form of assignment for my option on the Star Peak Mine situated near Lovelock, in Humboldt County, Nevada. If this is the case I would suggest that you have your attorneys prepare any form of assignment that you may desire and I will sign the same and make the transfer as complete as possible.

I had my contract recorded in the County Recorder's office at Winnemucca, Humboldt County, Nevada, before the stockholders meeting was held wherein they attempted to authorize the President and Secretary to make a contract with W. P. Hammon for the sale of this property in opposition to the contract already made to me and by me assigned to your company.

My contract was recorded at 9 a. m. July 3rd, 1913. Any assistance or information that I can furnish to your company pertaining to this matter will be attended to at once on notice from you.

I hope, however, you will take immediate steps to protect this option and not allow it to lapse or forfeit both on my account and on account of your company, for I am satisfied it is a very valuable property and the work which W. P. Hammon's engineers are doing at the present time is proving the property more valuable every day.

Yours truly,

C. L. Wilson

1404 Humboldt Bank Bldg.,
San Francisco, Cal.,
July 14, 1913.

J. E. Spurr, Esq.,
C/o Tonopah Mining Co.,
Philadelphia, Pa.,

My dear Mr. Spurr:

I am forwarding you three copies of this letter, one to you, one to the Tonopah Mining Company at your place, and one to Tonopah, so that some one of them will be sure to reach you.

At Mr. Shockley's request I am forwarding you the following telegram:

"Tonopah Mining Co.,
Bullitt Bldg.,
Philadelphia, Pa.,

Referring your telegram July 8th please send agreement you want signed embodying provisions within the Wilson contract from Star Peak owners. Lawyers say no work necessary until first payment is made. Bradford went on ground to begin work. Was refused. Therefore claims work was done. When will Mr. Spurr be in San Francisco? W. H. Shockley".

Am very sorry that the mix-up over this proposition has occurred. Relying upon your telegram to Mr. Shockley that you had requested Mr. Blackburn to make immediate examination this property on receipt by Shockley of option I went to Montana to examine the property and was very much surprised to learn on my return that no action had been taken by you or Mr. Blackburn in reference to this matter. There is no doubt that the ore at that time visible in the mine was in large bodies and carrying big gold values. Had I known that your people would not pay any attention to the matter I should have visited the property before any other complications arose, examined the same, and if found satisfactory, raised the money here in San Francisco. Now these complications have arisen it is beyond my power to do anything further in the matter. I have had the opinion of two lawyers, one local, and one quite eminent in mining circles in California. Both

claim that you can secure this property under the option to C. L. Wilson if you so desire. The option probably in some respects was irregular. The President and Secretary, as I understand it, own 50% of all the stock of the company. Mr. Morely who owns 25% is in favor of the option to you and will insist upon its being carried out. The Star Peak Mining Company do not own the property. They have simply an option from owners to purchase. Therefore the same formalities are not necessary that would be necessary if the company owned the mines and wished to dispose of them to other parties.

I went up to the mine to do the hundred shifts of work called for and was not allowed upon the property to begin work. I am satisfied that the Hart telegram was sent with a view of throwing Wilson off and that at that time the owners fully intended to option this property to Mr. Gowing, representing Mr. Hammon. I would like very much to know if you did make two preliminary examinations and if said examinations were favorable. Please let me know when you will be upon the coast again, and greatly oblige,

Very truly yours,

SKB/B.

S. T. Bradford

1404 Humboldt Bank Bldg.,
San Francisco, Cal.,
July 14, 1913.

J. E. Spurr, Esq.,
C/o Tonopah Mining Co.,
Philadelphia, Pa.,

ANSD
SEEN
REC'D JUL 21 1913
MINING AND EXPLORATION DEPARTMENTS
TONOPAH MINING CO. OF NEVADA

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Very truly yours,

SKB/B.

S. T. Bradford

WILLIAM H. SHOCKLEY,
MINING ENGINEER.

ADDRESS FOR TELEGRAMS:
"SHAVSHA, LONDON."
CODES-
BEDFORD MC NEILL.
WESTERN UNION
MOREING & MC CUTCHEON.
BROOMHALL.

c/o NATIONAL SAFE DEPOSIT,
1, QUEEN VICTORIA STREET,
LONDON, E.C.

c/o First National Bank
San Francisco, California

July 13 -13

Messrs. Tonopah Mining Company
Bullitt Building
Philadelphia, Pa.

Dear sirs,-

My last letter to you is dated July 12. With reference to your telegram of 8th July:- ACKNOWLEDGING YOUR JULY SIXTH WE HAVE NO AGREEMENT WHICH WARRANT OUR PAYING ANY MONEY FOR WORK ON STAR PEAK PROPERTY IF PROPERLY EXECUTED AGREEMENTS ARE SENT TO US WE WILL ACT AT ONCE - I have asked, by telephone, Mr. S.K. Bradford to wire you that if you will send out the form of agreement that you wish signed I will try and get the signatuees. (I will explain that I am in the Santa Cruz Mts and considered that my best way of getting a telegram to you was through Mr. Bradford)

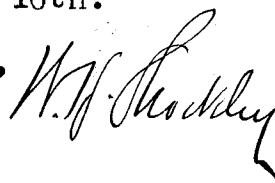
If you refer to the agreement given by the Star Peak owners Hart & White, I do not suppose that there is much chance of getting them to sign a new agreement, but it will do no harm to try.

Mr. C.L. Wilson, who is the option-holder on the Star Peak property asks me to tell you that he has sent several letters and telegrams to Mr. Spurr, but has received no reply and thinks that possibly Mr. Spurr may not know that he has any right to communicate with Mr. Spurr. Please let Mr. Wilson hear from you-his address is 1831, Alameda Avenue, Alameda.

I will mention that the only communications that I have had from you are- a letter from Mr. Spurr July 26th and a telegram July 8th.

Mr. Wilson also wishes me to point out that Mr. Bradford offered to do the one hundred days of work required by the option in the period June 10-July 10th but was not allowed to work by the Star Peak owners and Mr. Wilson considers that in order to protect his option, which by Mr. Spurr's letter to him of June 26th has been transferred to you, the work should be done in the period July 10th to August 10th.

Yours faithfully,



This Agreement made and entered into this tenth (10th) day of June, A.D. 1913, Between the Star Peak Mining and Leasing Company, a corporation, whose principal place of business is Reno, Nevada, the party of the first part, and C.L. Wilson, of the City Lincoln, county of Placer, State of California the party of the second part,

W I T N E S S E T H : - That the party of the first part agrees to sell, to the second party or his assigns, that certain mining property, situated in Humboldt County, State of Nevada, and consisting of the following mining claims: - Goldstone, Monster (patented), Gold Coin, Gold Mountain, Dagoon (patented) and Croesus; said property being situated in sections 20 and 29, Township thirty-one (31) North, Range 34, East, Mount Diablo Meridian, and being in what is known as the Star Peak Mining District, together with the mill site and mill situated on two placer claims, together with the water rights of 15 miners inches, situated in El Dorado Canyon, together with the tramway and all personal property belonging to the said party of the first part and situated on said mining property upon the following terms and conditions:

On or before September 1st, 1913 \$20,000

On or before March 1st, 1914 20,000

On or before September 1st, 1914 20,000.

Said payments to be made in United States Gold Coin at the office of the First National Bank, of Lovelock, Nevada. ^{above}

FIRST: - Upon the first payment being made as set forth, the party of the second part, or his assigns shall be entitled to full and peaceable possession of all of said property for the purpose of mining, working, and developing said property and milling the ores from the said property as well as shipping the same for treatment to the reduction works. The possession and privilege of working the said property shall continue during the life of this agreement.

SECOND: - It is agreed between the parties hereto that all of the gross proceeds before the first payment is made shall be paid aforesaid to the said party of the first part.

THIRD: - After said first payment is made, it is agreed between the parties hereto that one half (1/2) of the gross proceeds derived from the working of said ores, after deducting freight and treatment charges shall be divided share and share alike between the parties hereto. All shipments of ore shall be made with reasonable diligence and shipped in the name of the First National Bank of Lovelock, Nevada, until the parties otherwise agree, and all reduction returns shall be made to the First National Bank of Lovelock, and distributed by it according to the terms hereof, after deducting a sum sufficient to pay the taxes thereon, which taxes shall be paid by the party of the second part, the party of the first part reserving the title and ownership of all ores extracted from such mine until the distribution is so made, and reserving the right to enter upon any part of said premises during all working hours, to test and sample the ores in the mine and on the dumps, and to make inspection and surveys of the premises.

FOURTH: - It is agreed between the parties hereto that the party of the second part, or his assigns shall keep up continuous work on said property during the life of this agreement and work the same diligently and with no less than one hundred (100) shifts of eight hours (8) each, during each and every month during the life of this agreement,

WILLIAM H. SHOCKLEY,

MINING ENGINEER.

ADDRESS FOR TELEGRAMS:

"SHAVSHA, LONDON."

CODES-

BEDFORD MC NEILL.

WESTERN UNION.

MOREING & MC CUTCHEON.

BRANMHAL

c/o First National Bank
San Francisco

o/o NATIONAL SAFE DEPOSIT,

1, QUEEN VICTORIA STREET,

LONDON, E.C.

July 12-13

Messrs. The Tonopah Mining Company,
Bullitt Building
Philadelphia, Pa.

Dear sirs:-

I am at present in the Santa Cruz Mts and recd your telegram of 8th on the 10th. This reads: ACKNOWLEDGING YOUR JULY SIXTH WE HAVE NO AGREEMENT WHICH WARRANT OUR PAYING ANY MONEY FOR WORK ON STAR PEAK PROPERTY IF PROPERLY EXECUTED AGREEMENTS ARE SENT US WE WILL ACT AT ONCE TONOPAH MINING COMPANY.

To make the situation clear, I think it well to send you the following statement:

I first wrote to Mr. Spurr about the Star Peak mine on April 26th, 1913. About the 23d May I had a conversation with Mr. Spurr about the property and found that he had already been negotiating about it and on the 26th I have his letter stating that he has a correspondent in Lovelocks from whom he might entertain a proposition in case I was unable to go further in the matter.

On the 10th June Mr. C.L. Wilson got an option on the property a copy of which is enclosed and on the 11th June I wired the Tonopah Mg Co, Tonopah that I now had an option on the property and referred them to Mr. Spurr's telegram of 7th June to me, which is: YOURS SECOND JUST RECEIVED CAN SEND ENGINEER FROM TONOPAH FOR PRELIMINARY EXAMINATION AS SOON AS OPTION OBTAINED AM WIRING BLACKBURN TONOPAH AS FOLLOWS BEGINS ON RECEIPT OF ADVICE DIRECT FROM SHOCKLEY THAT HE HAS OPTION ON STAR PEAK PROPERTY NEAR LOVELOCK PLEASE SEND SIRVEDAN UP FOR PRELIMINARY EXAMINATION AT ONCE ENDS SPURR.

On June 11th I sent copy of option to Mr. Spurr at Tonopah addressed Tonopah Mining Company, Tonopah, and on June 19th and 20th I wrote calling attention to the fact that my letters had not been answered.

We were assured by one of the owners -Mr. Morey- in San Francisco that ample time would be given for examination and were greatly surprised to find that Mr. Hammon was negotiating for the property before the expiration of Mr. Wilson's option, which had been transferred to me and I forwarded you copy of assignment and stood ready to make any agreement that you wished with regard to the option, and supposed that you would negotiate with the owners and have a new option made direct to you.

Tonopah Mining company page 2 July 12-13

Mr. Spurr

Having heard nothing from you and learning that Mr. Hammon was negotiating for the property I wired him on June 27 and since then a number of wires have been sent.

On July 3d? Mr. S.K. Bradford, who is interested in the commission for the sale of the property and who brought it to my attention, and negotiated the transfer of the option from Mr. Wilson, went to Lovelocks and was refused entrance to the mine and was not allowed to do the hundred shifts of work that the option required to be done during each month it is in force.

We understand that Mr. Wilson's option is still in force and that you have the right to acquire the property under that option and it is for you to take any further steps that you wish. What we wish to know at once is: Are you going ahead with this business or not? If you decide to go on with it, we are prepared to assist you in every way possible, but if you are not prepared to go on, we wish you to let us know at once so that we can arrange to raise the money necessary for the first payment of \$20,000 which is due on or before September 1st, 1913.

We understand that the property is a valuable one and not one to be abandoned without effort on our part. We should, of course, much prefer to see you take the matter up yourselves.

Secondly: there is due to me from somebody an explanation why my letters of June 11th, June 19th, June 20th have never been acknowledged.

With kindest personal regards to Mr. Spurr,

I remain,

Yours very truly,

W. H. S.

This letter is incomplete, but I do not think it worth while to send you copies of all the letters and telegrams that have passed between us. I will also remark that I have not been able to compare notes with Mr. Bradford before writing this.

W.H.S.

1404 Humboldt Bank Bldg.,
San Francisco, Cal.

TONOPAH JUL 10 1913.	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUL 14 1913	
SEEN	
ANS'D	

Mr. J. E. Spurr,
C/o Tonopah Mining Co.,
Bullitt Bldg.,
Philadelphia, Pa.,

Dear Sir:

If you should visit the Star Peak shortly I can strongly recommend to you Mr. Silverwood to convey you to the nearest point in his auto to the property and sho^w you the easiest way up the hill to the Mine. Mr. Silverwood is a very important witness as he accompanied me up there when I demanded the privilege of examining the mine and beginning work thereon. Mr. Silverwood runs from Oreana, or as it is now called, Nanzel, which is about the most convenient point to the property, and the charges for himself and auto are very reasonable.

When you return to the Coast I am very anxious to see you. I shall examine the two mines mentioned you yesterday, if I secure the option thereon and may very shortly return to Mexico to resume operations there. The Bankers at Mazatlan wired me that the railroad had resumed operations as far North as Culiacan and that conditions were growing better every day.

Please let me hear from you and oblige,

Yours very truly,

SKB/B.

S. K. Bradford

W.H.Shockley
c/o First National Bank
San Francisco.

Winch Ranch
Wrights

July 19-13

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUL 28 1913	
SEEN	
ANS'D	

J.Edward Spurr, Esqr.,
Vice President, The Tonopah Mining Company,
Bullitt Building, Philadelphia

My dear Mr. Spurr:-

Your telegram of July 16th recd and I thank you for it:
this reads: IF ORIGINAL AGREEMENT BETWEEN WILSON AND STAR PEAK
OWNERS IS FORWARDED TO THIS OFFICE PROPERLY ASSIGNED BY WILSON
TO L AND ACCOMPANIED BY A LETTER FROM STAR PEAK OWNERS STATING
THAT THE HUNDRED SHIFTS OF WORK PER MONTH IS NOT OBLIGATORY
UNTIL SEPTEMBER FIRST AND AFTER WILL ARRANGE TO VISIT PROPERTY
PROMPTLY AFTER AGREEMENT REACHES THIS OFFICE J.E.SPURR.

I assume that you have the Wilson contract, Hart's telegram
and all the letters of S.K.Bradford, C.L.Wilson and myself before
you and that you know that W.P.Hammon is at work on the Star
Peak mine with a force of miners and a superintendent. I assume,
too, that you understand that the Star Peak owners gave Hammon
an option to purchase the property a few days after signing the
Wilson option. You also know that Mr. Bradford went to the mine
and asked to examine it and to do the hundred shifts of work
required in the first month but was refused admittance to the
mine (an interesting point is that the superintendent who refused
Mr Bradford admission had lately been employed by Mr Bradford in
Mexico).

With all this in view. I cannot see how you can expect the
Star Peak owners to give us a more favorable option than they
have already given.

We contend that as the Star Peak owner have refused to allow
Bradford, who supposed that he was working in your interests as
well as his own, either to examine the mine or to do the work-
we contend that the option is still good and that you could
acquire the property under it if you thought worth while, and
you have still plenty of time for an examination before the
first of September, or even before the 11th August-supposing
that the hundred shifts of work was required by August.

I am at a loss to understand why we not notified that the
option was not satisfactory to you earlier, for we recd no
notification before your telegram of July 8th, while that
option was in the hands of your associates on June 12th or 13th.

I am sending a copy of this letter to Mr. Bradford and am
asking him to discuss with Mr. Wilson the advisability of asking
the Star Peak owners to modify the option in the manner you
suggest.

Regretting that these unfortunate complications have arisen,

Yours very truly,

W.H.Shockley

Star PR

San Francisco, Cal., July 9, 1913.

Mr. J. E. Spurr,
C/o Tonopah Mining Co.,
Bullitt Bldg.,
Philadelphia, Pa.,

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUL 16 1913	
SEEN	
ANS'D	

Dear Sir:

I send you the following telegrams from Lovelock, Nev.,
which I hereby confirm:

"Lovelock, Nevada, July 5, 1913.

"J. E. Spurr,
C/o Tonopah Mining Co.,
Bullitt Build.,
Philadelphia, Pa.,

If the two preliminary reports already made by your
engineer warrant further examination you can comply with
Wilson contract on Star Peak Mine assigned Shockley assigned
you copy Wilson contract sent your company Tonopah by wiring
me to place at your expense one hundred shifts work on
Star Peak Mine on or before July tenth. Hammon after
examination, now working mine. Will cost about six hundred
Dollars. Answer immediately. You can wire your attorney
Tonopah for opinion if papers not sent Philadelphia.

S. K. Bradford."

"Lovelock, Nev. July 3, 1913.

"J.E.Spurr,
C/o Tonopah Mining Co.,
Bullitt Build. Philadelphia, Pa.

Will you contest for Star Peak under Wilson option and Hart
telegram. Directors disregarding option have turned mine over to
Hammon. Entered protest. Answer immediately.

S. K. Bradford."

Unfortunately, up to the time of my leaving Nevada
on the 7th you had not received mine of the 5th. I went up to
the Star Peak Mine and found Mr. J. H. Gilmore, hired by Mr. Gowing
representing Mr. Hammon of this City, in charge of the property.
I told Mr. Gilmore that I had come to examine the mine and begin
work thereon under the Wilson option to purchase the same; also
showed him my authority from Wilson to do so. He said, "I am
very sorry but I cannot let you examine the mine or do any work
thereon as I have strict orders to allow no one upon this ground".

I consulted an attorney that day and he informed me that
this refusal to permit me to do work was the same as if the work
has been done. However, you have in your employ plenty of lawyers
and when the facts are presented they will be enabled to give you

J. E. S. #2.

an opinion.

I think that the Hart telegram, which was forwarded to you at Tonopah by Mr. Shockley, accompanied by contract of the Star Peak Mining & Leasing Company to C. L. Wilson, would be sufficient to hold the option in full force without any further question on the part of Mr. Wilson.

Evidently Mr. Hammon, who is a very shrewd man, is satisfied that the Star Peak Mine is a good one, or he would not care to do any work thereon knowing that an option had been given previous to his.

In my opinion, the Star Peak people show very strong evidence of want of good faith from the fact that they took Mr. Gowing up there to examine the property a very few days after signing the Wilson option.

Mr. Solinsky, a very bright mining attorney of this City, has been consulted and says that the Wilson contract is unassailable if diligence is observed in carrying out the same. However, the Star Peak Mining & Leasing Company do not own the property, they simply have an option to purchase and therefore any irregularities, if there were any, in the signing of the Wilson option by the Company will not work against the legality thereof as strongly as if they were negotiating a piece of real estate instead of an option to purchase.

I returned from Montana and found a very good property there, but cannot afford to undertake it myself.

I am going to the Motherlode in a few days to examine the Chaperal Hill, which Mr. Shockley mentioned to you a month or so ago. This is a very large body of fair grade gold ore, if reports can be relied upon.

A friend of mine in the State of Idaho has a property embracing three veins, one seven, one twenty and one forty feet, in width. The two larger veins have ^{not} been developed, although

J.E.S. #3.

they show fair grade averages on top. The smaller vein has been worked for two years steadily and the ore treated in a five stamp mill run by steam power although there is a stream of water at hand sufficient to run all the mills in Idaho, but they have not the money for developing. In 1911, the Mill produced \$42,000. in gold and in 1912, \$29,000. The ore so far treated has averaged above \$9. With all the disadvantages this property has paid its development. There is much ore in sight and my friend informs me that a hundred stamp mill could be kept busy on lower grade ores and that they can be mined and milled as cheap as any other place in the United States; timber at hand and fine water power.

Now, if you will let me know where I can reach you quickly, I would like to put these proposition up to you. Of course I expect to retain stock therein and you can rest assured that I will not put them up to you unless I would be willing to raise the money in San Francisco to carry them through and for that reason, I shall want quick action on your part so as not to delay me in raising the money here in case you do not care to take the properties, as a delay might cause me to lose the whole property.

Very Truly Yours,

S. T. Bradford

Philadelphia, July 15, 1913.

Mr. S. K. Bradford,
1404 Humboldt Bank Building,
San Francisco, California.

Dear Sir:

I have yours of July 9th, just received on my return to Philadelphia.

I believe that the opinion of our officers was that as the option in question was not acted upon by a stockholders' meeting it was not sufficient to hold. I acted in the matter as soon as I received the report of my engineer, but in the meantime it appears that the Star Peak people had not waited as they indicated they would. They requested my engineer to give them an answer as soon as possible, but apparently did not wait for this answer. If you can straighten things out any and can deliver to us a valid option, I am now in a position to visit the property myself at once, but naturally I cannot say how long I shall be disengaged so that this would be possible.

Referring to the property in Idaho, I should like to consider it but would have to have some more thorough report on the property than your friend's statement. Can you get a signed statement of someone who is not interested and who is qualified to judge.

Yours very truly, ORIGINAL SIGNED
J. E. SPURN

Vice President

JES-C

Philadelphia, July 15, 1913.

Mr. W. H. Shockley,
Box 72,
Palo Alto, California.

Dear Mr. Shockley:

There seems to be some misunderstanding about the correspondence on the Star Peak property, and your letters and telegrams indicate that you did not receive several letters and telegrams which I addressed to you. As a matter of fact the whole negotiation on my part was conducted very promptly, all your communications were answered, and our engineer was hurried on the ground and would have arrived there sooner had it not been that you had sent us a copy of Mr. Hart's letter requesting us to hold him off as long as possible. His report was promptly written but was only received a few days ago.

The attitude of the officers of our Company is that as developments indicate that the option is not considered by the Star Peak Company a binding one, they must wait until you can assure them that you have a binding option before we are warranted in taking further steps.

Yours very truly,

ORIGINAL SIGNED
J. E. SPURR

Vice President

JES-C

Star Peak

San Francisco, Cal., July 9, 1913.

Mr. J. E. Spurr,
C/o Tonopah Mining Co.,
Bullitt Bldg.,
Philadelphia, Pa.,

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUL 14 1913	
SEEN	
ANS'D	

Dear Sir:

I send you the following telegrams from Lovelock, Nev.,
which I hereby confirm:

"Lovelock, Nevada, July 5, 1913.

"J. E. Spurr,
C/o Tonopah Mining Co.,
Bullitt Build.,
Philadelphia, Pa.,

If the two preliminary reports already made by your
engineer warrant further examination you can comply with
Wilson contract on Star Peak Mine assigned Shookley assigned
you copy Wilson contract sent your company Tonopah by wiring
me to place at your expense one hundred shifts work on
Star Peak Mine on or before July tenth. Hammon after
examination, now working mine. Will cost about six hundred
Dollars. Answer immediately. You can wire your attorney
Tonopah for opinion if papers not sent Philadelphia.

S. K. Bradford."

"Lovelock, Nev. July 3, 1913.

"J.E.Spurr,
C/o Tonopah Mining Co.,
Bullitt Build. Philadelphia, Pa.

Will you contest for Star Peak under Wilson option and Hart
telegram. Directors disregarding option have turned mine over to
Hammon. Entered protest. Answer immediately.

S. K. Bradford."

Unfortunately, up to the time of my leaving Nevada
on the 7th you had not received mine of the 5th. I went up to
the Star Peak Mine and found Mr. J. H. Gilmore, hired by Mr. Gowing
representing Mr. Hammon of this City, in charge of the property.
I told Mr. Gilmore that I had come to examine the mine and begin
work thereon under the Wilson option to purchase the same; also
showed him my authority from Wilson to do so. He said, "I am
very sorry but I cannot let you examine the mine or do any work
thereon as I have strict orders to allow no one upon this ground".

I consulted an attorney that day and he informed me that
this refusal to permit me to do work was the same as if the work
has been done. However, you have in your employ plenty of lawyers
and when the facts are presented they will be enabled to give you

J. E. S. #2.

an opinion.

I think that the Hart telegram, which was forwarded to you at Tonopah by Mr. Shockley, accompanied by contract of the Star Peak Mining & Leasing Company to C. L. Wilson, would be sufficient to hold the option in full force without any further question on the part of Mr. Wilson.

Evidently Mr. Hammon, who is a very shrewd man, is satisfied that the Star Peak Mine is a good one, or he would not care to do any work thereon knowing that an option had been given previous to his.

In my opinion, the Star Peak people show very strong evidence of want of good faith from the fact that they took Mr. Gowing up there to examine the property a very few days after signing the Wilson option.

Mr. Solinsky, a very bright mining attorney of this City, has been consulted and says that the Wilson contract is unassailable if diligence is observed in carrying out the same. However, the Star Peak Mining & Leasing Company do not own the property, they simply have an option to purchase and therefore any irregularities, if there were any, in the signing of the Wilson option by the Company will not work against the legality thereof as strongly as if they were negotiating a piece of real estate instead of an option to purchase.

I returned from Montana and found a very good property there, but cannot afford to undertake it myself.

I am going to the Motherlode in a few days to examine the Chaparral Hill, which Mr. Shockley mentioned to you a month or so ago. This is a very large body of fair grade gold ore, if reports can be relied upon.

A friend of mine in the State of Idaho has a property embracing three veins, one seven, one twenty and one forty feet, in width. The two larger veins have ^{not} been developed, although

J.E.S. #3.

they show fair grade averages on top. The smaller vein has been worked for two years steadily and the ore treated in a five stamp mill run by steam power although there is a stream of water at hand sufficient to run all the mills in Idaho, but they have not the money for developing. In 1911, the Mill produced \$42,000. in gold and in 1912, \$29,000. The ore so far treated has averaged above \$9. With all the disadvantages this property has paid its development. There is much ore in sight and my friend informs me that a hundred stamp mill could be kept busy on lower grade ores and that they can be mined and milled as cheap as any other place in the United States; timber at hand and fine water power.

Now, if you will let me know where I can reach you quickly, I would like to put these proposition up to you. Of course I expect to retain stock therein and you can rest assured that I will not put them up to you unless I would be willing to raise the money in San Francisco to carry them through and for that reason, I shall want quick action on your part so as not to delay me in raising the money here in case you do not care to take the properties, as a delay might cause me to lose the whole property.

Very Truly Yours,

S. T. Bradford

W H Shockley
c/o First National Bank
San Francisco

(Wrinch Ranch Near Wrights)
July 5-13

J. Edward Spurr:-

Vice President Tonopah Mining Company
Tonopah, Nevada and Bullitt Building, Philadelphia.

My dear Mr. Spurr:-

I assumed by your letter of 26th June that you were fully familiar with the terms of the option given to Wilson for Star Peak property and that you would know that this option requires one hundred days work on the property every thirty days. There is in my mind some question about this and it is possible that the option will still be valid if you do not do any work until after the first payment. However, this is a legal question and I supposed that you would protect yourself by either doing the work, or by arranging with the owners that the option would be valid provided that you started work within a reasonable time. I have no doubt but what you are in communication with S.K. Bradford in regard to these matters and that you have already come to a decision as to what it is best to do. However, in order to clinch matters I have just telegraphed you the following telegram sending it to both Bullitt Building, Philadelphia and to Tonopah.

Spurr Bullitt Building Philadelphia To hold Star Peak
option you must do one hundred shifts of work before
July tenth Shockley

I have also sent the same telegram to you at Tonopah.

The time for doing the work is short, but you could send enough men over to do if necessary, by picking them up in Reno and elsewhere: anyway, if this is impractical, I am doing all that is possible, to enable you to act in the matter.

Mr. Bradford is in Lovelock, but I do not know what he is doing.

Yours very truly,



THE TONOPAH MINING COMPANY OF NEVADA

EASTERN OFFICE
572 BULLITT BUILDING, PHILADELPHIA, PA.

PLEASE ADDRESS ALL COMMUNICATIONS
TO THE COMPANY, TONOPAH, NEVADA

TONOPAH, NEVADA, July 7, 1913.

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUL 14 1913	
SEEN	
ANS'D	

Mr. J. E. Spurr, Vice Pres't,
The Tonopah Mining Co. of Nevada,
Philadelphia, Pennsylvania.

Dear Sir:

Enclosed herewith is letter from Mr. C. L.
Wilson, dated July 5th, enclosing an option to Mr.
Wilson from the Star Peak Mining & Leasing Company.

Yours truly,

W. H. Blackburn

WHB/S.

Superintendent.

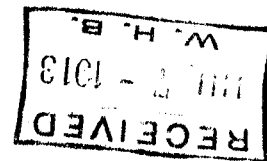
Encl.

CC - J.S.A.

1831 Alameda Avenue,

Alameda, Cal. Jul. 5th, 1913

Mr. Blackburn, Manager,
Tonopah Mining Company, of Nevada,
Tonopah, Nevada



Dear Sir:

On the 11th of last June I assigned to the Tonopah Mining Company of Nevada my interest in a certain option of purchase given me by the Star Peak Mining and Leasing Company. Said option entitled me or my assigns to the ~~Starx~~ purchase of the Star Peak Mine upon certain conditions. The principal feature in the bond was that there should be 100 shifts of work done each month during the life of the bond in order to show good faith on my part or the part of my assigns.

As a matter of fact I am informed by the owners that your Company has not complied with the bond in the matter of doing the required amount of work and owing to this unfortunate condition of affairs W. P. Hammon, a dredger man of San Francisco, has sent one of his engineers to Lovelock, Nevada to try and declare my bond forfeited and to persuade the owners of this property to sell the same to him.

Under the present circumstances the only way that I see to maintain the bond given to me and by me assigned to your company will be for you or your company to put sufficient men at work on the Star Peak Mine to accomplish one hundred shifts of work on or before the 11th day of July. If it is impossible to do this work I believe that a payment of \$5,000 placed in the First National Bank of Lovelock, Nevada, to the credit of the Star Peak Mining and Leasing Company to apply on the purchase price of the Star Peak Mine would probably accomplish the same results.

In either case it will take quick work on your part to protect this option.

S. K. Bradford is at the Big Meadows Hotel in Lovelock, Nevada at the present time trying to persuade the Star Peak Mining and Leasing Company

to respect my bond and not cause any complications by giving W. P. Hammon or his agent another option of purchase. I would suggest that you communicate with Mr. Bradford at once as he is on the ground and can give you more definite information than I can.

If it is possible for you to do so I would suggest that you go to Lovelock at once yourself or send an agent and endeavor to assist Mr. Bradford in straightening out this mixup. Otherwise I am afraid that we will lose this property.

The following is a short letter received from Mr. Spurr in regard to this matter:

"Philadelphia, June 26th, 1913

Mr. C.L. Wilson,
Lincoln, Placer County, Cal.

Dear Sir:

Referring to yours of June 11th to Mr. W. H. Shockley of San Francisco, California, I wish to advise you that the Tonopah Mining Company wishes to examine this (Star Peak) property with a view to purchase and desire the further extension of time equal to the life of the option as mentioned in your letter.

Yours very truly,

(Signed) J. E. Spurr

Vice President"

I suppose that you are familiar with all the conditions of this transaction, but as a matter of safety I am enclosing you a copy of my bond with the Star Peak Mining and Leasing Company.

I hope you will take active steps to assist Mr. Bradford in the protection of this option and kindly communicate with me at this address and let me know the results of your efforts.

Yours truly,

C. L. Wilson.

2

THIS AGREEMENT made and entered into this tenth (10th) day of June, A. D. 1913, between the STAR PEAK MINING AND LEASING COMPANY, a corporation whose principal place of business is Reno, Nevada, the party of the first part, and C. L. WILSON, of the City of Lincoln, County of Placer, State of California, the party of the second part;

WITNESSETH; That party of the first part agrees to sell to the second part, or his assigns, that certain mining property, situated in Humboldt County, State of Nevada, and consisting of the following mining claims: "Goldstone", "Monster"(Patented), "Gold Coin", "Gold Mountain", "Dragoon" (patented), and "Croesus"; said property being situated in Sections 20 and 29, Township Thirty-one (31) North, Range 34 East, Mount Diablo Meridian, and being in what is known as the Star Peak Mining District, together with the mill site and mill situated on two placer claims, together with the water rights of 15 miner inches, situated in Eldorado Canyon, together with the tramway and all personal property belonging to the said party of the first part and situated on said mining property upon the following terms and conditions:

On or before September 1st, 1913	\$20,000.00
On or before March 1st, 1914	20,000.00
On or before September 1st, 1914	20,000.00

Said payments to be made in United States Gold Coin at the office of the First National Bank of Lovelock, Nevada.

FIRST - Upon the first payment being made as above set forth, the party of the second part or his assigns shall be entitled to full and peaceable possession of all of said property for the purpose of mining, working and developing said property and milling the ores from the said property as well as shipping the same for treatment to the reduction works. The possession and privilege of working the said property shall continue during the life of this agreement.

SECOND - It is agreed between the parties hereto that all

of the gross proceeds, before the aforesaid first payment is made shall be paid to the said party of the first part.

THIRD - After said first payment is made, it is agreed between the parties hereto that one-half ($\frac{1}{2}$) of the gross proceeds derived from the working of said ores, after deducting freight and treatment charges shall be divided share and share alike between the parties hereto. All shipments of ore shall be made with reasonable diligence and shipped in the name of the First National Bank of Lovelock, Nevada, until the parties otherwise agree, and all reduction returns shall be made to the First National Bank of Lovelock, and distributed by it according to the terms hereof, after deducting a sum sufficient to pay the taxes thereon, which taxes shall be paid by the party of the second part, the party of the first part reserving the title and ownership of all ores extracted from said mine until such distribution is so made, and reserving the right to enter upon any part of said premises during all working hours, to test and sample the ores in the mine and on the dumps, and to make inspection and surveys of the premises.

FOURTH - It is agreed between the parties hereto that the party of the second part, or his assigns shall keep up continuous work on said property during the life of this agreement and work the same diligently, and with no less than One hundred (100) shifts of eight (8) hours each during each and every month during the life of this agreement, and to carry on such work in a good and minerlike fashion, so as to take out the greatest possible amount of ore with due regard to the safety, development and preservation of the said premises as a workable mine, and to well and sufficiently timber said mine at all proper points, and to keep the timber in a good state of repair, and to make all shafts, drifts and tunnels at least five by seven feet, and make all levels at least fifty (50) feet apart, and do no underhand stoping, and leave at least ten (10) feet of dirt on all sides

of the shafts, and pay for all labor done, and machinery and supplies employed in working said mine promptly.

FIFTH- It being agreed that all payments made by the ssaid party of the second part to the said party of the first part, for and on account of ores treated shall be applied on the purchase price of the said property and upon the payment first falling due under this agreement at the time above specified.

SIXTH- It is agreed between the parties hereto that the party of the second part and his assigns shall pay all bills promptly arising from the working of the said property and shall not allow labor liens or material liens to be filed against any of said property during the life of this agreement, and any violation or omission to perform of any of the terms of this agreement shall render the said agreement void and of no effect, and entitle the parties of the first part to the immediate possession of said premises and to re-enter and take such possession of all the machinery, tools and equipment of any character whatsoever either on the property at the present time or to be placed thereon hereafter by the said party of the second part.

THIS AGREEMENT shall bind and inure to the benefit of the heirs, executors, and assigns of the parties hereto.

WITNESSETH the parties hereto have hereunto set their hands and seals in duplicate, the day and year first above written.

STAR PEAK MINING AND LEASING COMPANY,

BY (Signed) J. H. Hart,
President

By (Signed) J. C. Hart,
Secretary.

(Signed) C. L. Wilson.

2

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FOURTH - It is agreed between the parties hereto that the party of the second part, or his assigns shall keep up continuous work on said property during the life of this agreement and work the same diligently, and with no less than One hundred (100) shifts of eight (8) hours each during each and every month during the life of this agreement, and to carry on such work in a good and ~~max~~ minerlike fashion, so as to take out the greatest possible amount of ore with due regard to the safety, development and preservation of the said premises as a workable mine, and to well and sufficiently timber said mine at all proper points and to keep the timber in a good state of repair, and to make all shafts, drifts and tunnels at least five by seven feet, and make all levels at least fifty (50) feet apart, and do no underhand stoping, and leave at least ten (10) feet of dirt on all sides of the shafts, and pay for all labor done, and machinery and supplies employed in working said mine promptly.

FIFTH - It being agreed that all payments made by the said party of the second part to the said party of the first part, for and on account of ores treated shall be applied on the purchase price of the said property and upon the payment first falling due under this agreement at the time above specified.

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to be filed against any of said property during the life of this agreement, and any violation or omission to perform of any of the terms of this agreement shall render the said agreement void and of no effect, and entitle the parties of the first part to the immediate possession of said premises and to re-enter and take such possession of all the machinery tools and equipment of any character whatsoever either on the property at the present time or to be placed thereon hereafter by the said party of the second part.

THIS AGREEMENT shall bind and inure to the benefit of the heirs, executors and assigns of the parties hereto.

WITNESSETH the parties hereto have hereunto set their hands and seals in duplicate, the day and year first above written.

STAR PEAK MINING AND LEASING COMPANY,

BY (Signed) J. H. Hart,
President.

BY (Signed) J. C. Hart,
Secretary.

(Signed) C. L. Wilson

THE TONOPAH MINING COMPANY OF NEVADA

BULLITT BUILDING, PHILADELPHIA

Philadelphia, July 8, 1913.

Mr. J. E. Spurr,

South Bristol, Maine.

Dear Mr. Spurr:

Referring to the enclosed copy of telegram sent Mr. Shockley, ^{by Mr. Austin} beg to say that Mr. Austin called for the file in the Star Peak matter and had Mr. Whiteman and Mr. Daniel look it over. I believe it was Mr. Whiteman's opinion that the option would not hold. The same is signed by Mr. Hart twice (both as secretary and president), but does not state by what authority he executed it. Then the copy we have only contains typewritten signatures. I was unable to tell Mr. Austin where the original was, though I thought Mr. Shockley or Mr. Bradford had it.

Yours very truly,

R. S. Conrad

C

Star Peak

THE TONOPAH MINING COMPANY OF NEVADA

BULLITT BUILDING, PHILADELPHIA

Philadelphia, July 7, 1913.

Mr. J. E. Spurr,

South Bristol, Maine.

Dear Mr. Spurr:

Enclosed please find telegrams and letters from Messrs. Bradford, Shockley and Wilson regarding Star Peak examination and option.

I read over the option and article four I find plainly calls for 100 shifts per month during the life of the option. Failure to do the work will undoubtedly knock the option out on the 10th of July.

Yours very truly,

T. L. Conrad

C

NIGHT LETTER

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA

CABLE SERVICE TO ALL THE WORLD

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following Night Letter.

Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Night Letters, sent at reduced rates, beyond a sum equal to the amount paid for transmission; nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

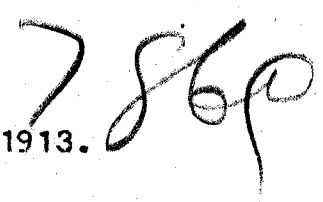
This is an UNREPEATED NIGHT LETTER, and is delivered by request of the sender, under the conditions named above.

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVED AT N. W. Cor. 15th and Chestnut Sts., Philadelphia ALWAYS
OPEN

250CH. LZ. 43-N. L.

OAKLAND, CALIFORNIA., JULY 6, 1913. 

TONOPAH MINING CO,

BULLITT BUILDING,

PHILA, PA.

VITALLY IMPORTANT THAT YOU TELEGRAPH SPURR TO HOLD STAR PEAK
OPTION YOU MUST DO ONE HUNDRED SHIFTS WORK BEFORE JULY ELEVENTH
WIRE BRADFORD BIG MEADOWS HOTEL LOVELOCKS NEVADA, WHAT YOU GOING
TO DO PROMPTTEST ACTION ESSENTIAL HAMMONS ENGINEER IN LOVELOCKS
TRYING ACQUIRE PREPRTY. SHOCKLEY.

141-A.M.

WESTERN UNION DAY LETTER

Form 2589 B

THEO. N. VAIL, PRESIDENT

RECEIVED AT

200P HV 82 BLUE

LOVELOCK NEV JULY 5, 1913

J E SPURR

TONOPAH MINNING CO,

BULLITT BLDG

33-35 South 10th St, Phone Walnut 165
Money transferred by Telegram

TONOPAH MINNING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUL -7 1913	
SEEN	
ANS'D	

IF THE TWO PRELIMINARY REPORTS ALREADY MADE BY YOUR ENGINEERS
WARRANT QUARTER EXAMINATION YOU CAN COMPLY WITH WILSON CONTRACT ON
STAR PEAK MINE ASSIGNED SHOCKLEY ASSIGNED YOU COPY WILSON CONTRACT
SENT YOUR COMPANY TONOPAH BY WIRING ME TO PLACE AT
YOUR EXPENSE ONE HUNDRED SHIFTS WORK ON STAR PEAK MINE
ON OR BEFORE JULY TENTH HAMMON AFTER EXAMINATION NOW WORKING MINE
WILL COST ABOUT SIX HUNDRED DOLLARS ANSWER IMMEDIATELY YOU CAN
WIRE YOUR ATTORNEY TONOPAH FOR OPINION IF PAPERS NO SENT PHILA

S K BRADFORD 924 PM

THE WESTERN UNION TELEGRAPH COMPANY

25,000 OFFICES IN AMERICA.

INCORPORATED

CABLE SERVICE TO ALL THE WORLD

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of **Unrepeated Messages**, beyond the amount of tolls paid thereon, nor in any case beyond the sum of **Fifty Dollars**, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission. This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

THEO. N. VAIL, PRESIDENT

SELVIDERE BROOKS, GENERAL MANAGER

RECEIVED AT

210P. HV.

16 COLLECT-

WRIGHT CALF JUL 5-13

SPURR,

BULLITT BLDG-PHA. PA.

TO HOLD STAR TEAK OPTION YOU MUST DO ONE
HUNDRED SHIFTS WORK BEFORE JULY TENTH.

SHOCKLEY. 951PM.

33-35 South 10th St., Phone Walnut 155
Money transferred by Telegraph & Cable

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUL	5 1913
SEEN	
ANS'D	

NIGHT LETTER

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA

CABLE SERVICE TO ALL THE WORLD

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This is an **UNREPEATED NIGHT LETTER**, and is delivered by request of the sender, under the conditions named above.

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVED AT

32 P X 41 COLLECT 40 AND 15 N.L.VIA

DAMARIS SCOTT

SOUTH BRISTOL ME., JULY 5, 1913

R.S. CONRAD,

5072 BULLITT BLDG. PHILA.

WIRE BRADFORD BEGIN DO NOT UNDERSTAND COMPLICATIONS FULLY BUT WILL
TAKE UP MATTER ON MY ARRIVAL IN PHILADELPHIA ON FEW DAYS
AND WILL CERTAINLY INSIST ON OPTION RIGHT IF MY PERSONAL
EXAMINATIONS SATISFACTORY ENDS SUBMIT STAR PEAK PAPERS TO WHITEMAN.

J.E. SPURR.

1210PM

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUL -7 1913	
SEEN	
ANS'D	

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUL -7 1913	
SEEN	
ANS'D	

Domestic and Foreign Money Orders by Telegraph and Cable

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

THE LARGEST TELEGRAPHIC
SYSTEM IN THE WORLD.

OVER ONE MILLION MILES
OF WIRE IN THE UNITED STATES
AND CANADA.

It has over 25,000 Telegraph Offices,
including Branch Offices.

It has also Direct Connection by Telegraph or Telephone with many more remote and smaller stations, making a total list of 60,000 in the United States, Canada and Mexico, and this number is rapidly increasing.

SEVEN ATLANTIC CABLES

Connecting North America with all points in Europe and beyond, including Two Cables of the American Telegraph and Cable Company, Four Cables of the Anglo-American Telegraph Company, and One Cable of the Direct United States Cable Co.

Direct Wires to Galveston, Texas, connecting at that place with the Cables of the Mexican, the Central and South American Telegraph Companies for all points in Mexico and Central and South America.

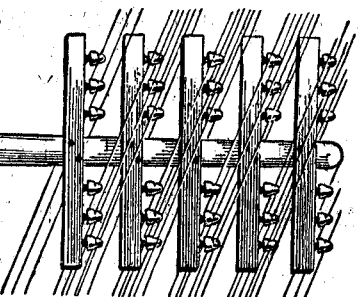
Direct Wires and Cables to Havana, Cuba, connecting at that place with the Cuba Submarine and West India and Panama Telegraph Companies for all points in the West Indies.

Connects at San Francisco with Pacific Cables to the Sandwich Islands, Honolulu, Guam, the Philippines, China, Japan, etc., and at Victoria, B. C., with Pacific Cable to Australia and New Zealand.

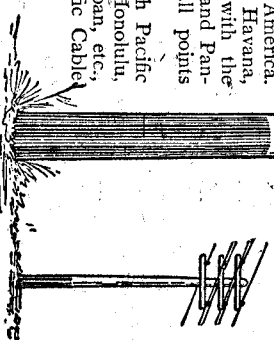
Connects at Seattle, Wash., with U. S. Government Lines and Cables to and in Alaska.

Exclusive connection with the Great North-Western Telegraph Co. of Canada.

Domestic and Foreign Money Orders by Telegraph and Cable



THE TWO TELEGRAPH POLES REPRESENT THE
RELATIVE SIZE IN NUMBER OF OFFICES OF
THE WESTERN UNION AS COMPARED WITH ALL
OTHER COMPETING COMPANIES COMBINED



WESTERN UNION
TELEGRAPH COMPANY

ALL
COMPETING
COMPANIES

SEE OTHER SIDE FOR TELEGRAM

SEE OTHER SIDE FOR TELEGRAM

W H Shockley
c/o First National Bank
San Francisco

(Wrinch Ranch Near Wrights)

July 10 1913	
TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUL 11 1913	
SEEN	9/14/13
ANS'D	

J. Edward Spurr:-

Vice President Tonopah Mining Company
Tonopah, Nevada and Bullitt Building, Philadelphia.

My dear Mr. Spurr:-

I assumed by your letter of 26th June that you were fully familiar with the terms of the option given to Wilson for Star Peak property and that you would know that this option requires one hundred days work on the property every thirty days. There is in my mind some question about this and it is possible that the option will still be valid if you do not do any work until after the first payment. However, this is a legal question and I supposed that you would protect yourself by either doing the work, or by arranging with the owners that the option would be valid provided that you started work within a reasonable time. I have no doubt but what you are in communication with S.K. Bradford in regard to these matters and that you have already come to a decision as to what it is best to do. However, in order to clinch matters I have just telegraphed you the following telegram sending it to both Bullitt Building, Philadelphia and to Tonopah.

Spurr Bullitt building Philadelphia To hold Star Peak option you must do one hundred shifts of work before July tenth Shockley

I have also sent the same telegram to you at Tonopah.

The time for doing the work is short, but you could send enough men over to do if necessary, by picking them up in Reno and elsewhere: anyway, if this is impractical, I am doing all that is possible, to enable you to act in the matter.

Mr. Bradford in in Lovelock, but I do not know what he is doing.

Yours very truly,

W. H. Shockley

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission. This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVED AT **BULLITT BUILDING**
38-P LR 25 X
LOVELOCK NEV JUL 3-1913
J E SPURR

Referred to Mr. Spurr for reply

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUL -3 1913	
SEEN	
ANS'D	

TONOPAH MINING CO
WILL YOU CONTEST FOR STAR PEAK UNDER WILSON OPTION AND HART TELEGRAM
DIRECTORS DISREGARDING OPTION HAVE TURNED MINE OVER TO HAMMON EXTEND
PROTEST ANSWER IMMEDIATELY.

S K BRADFORD.

306-P

Unless there is some kind of a cash payment made at the present time I am very much afraid that the owners of this property will give W. P. Hammon an option on the property. If they do it will result in the loss of the property to us or cause a long and expensive litigation in order to secure possession of the same.

I am willing to do anything in my power to protect your Company in this option but as the trouble and question in regard to the forfeiture of this option has occurred through the oversight or neglect of your company to comply with the terms of the option I think the least you could do under the circumstances would be to protect this option by making a small cash payment as I suggest.

This is undoubtedly a very valuable property and it seems to me that your Company must have this information before them if your engineers have already examined the property twice. Mr. Hammon's engineers have examined the property and he would not be so anxious to purchase the same unless their investigation had proved very satisfactory to him. W. P. Hammon knows of the existence of my option for I served a copy of the same on him and told him that I had been negotiating with you for the sale of the property. I think, however, that Mr. Hammon thinks that my bond has forfeited owing to the non-compliance of doing the specified amount of work each and every month.

If you conclude to accept my suggestion in regard to protecting this option the Five thousand Dollars should be placed to the credit of the Star Peak Mining and Leasing Company in the First National Bank of Lovelock, Nevada as soon as possible after the receipt of this letter.

I wish you would kindly wire me at the above address what action you will take in this matter in order to protect the option.

Yours truly,

C. L. Wilson.

1831 Alameda Avenue,

Alameda, Cal. July 3rd, 1913

J. E. Spurr, Esq.,
Care Tonopah Mining Company of Nevada,
Bullitt Building, Philadelphia, Pa.

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUL -7 1913	
SEEN	
ANS'D	

Dear Sir:

Your favor of June 26th at hand and contents duly noted. You will note under the terms of my option that in order to preserve the option it is necessary to do one hundred shifts of work each month during the life of the option.

Owing to your delay in commencing this work the owners of the property are inclined to declare my option forfeited.

At the present time W. P. Hammon, Esq. of San Francisco, the most prominent dredging man on the Pacific Coast, is endeavoring to negotiate the purchase of this property and has a man on the ground at the present time at Lovelock, Nevada endeavoring to persuade the owners of this property to sell the same to him.

S. K. Bradford, the father-in-law of W. H. Shockley, went to Lovelock yesterday to try and persuade the owners of this property to respect my option until such time as we could receive a definite answer from you in what you proposed to do in regard to the purchase of this property. We are doing everything possible at this end to preserve the option, but it is very unfortunate that your Company failed to put the necessary number of men at work during the month of June to comply with the terms of the option.

The owners of the property tell me that your engineers examined this property last February and also about the first of June and that they carefully mapped the property and sampled the same. It seems to me if this is the case that you would be justified in immediately paying into the bank at Lovelock, Nevada, the sum of Five Thousand Dollars to the credit of the Star Peak Mining and Leasing Company to apply on the purchase price of the property. This amount of money would put the owners in a good humor and indicate good faith on our part and I believe would stop all further negotiations with W. P. Hammon and his engineers.

WILLIAM H. SHOCKLEY,
MINING ENGINEER.

ADDRESS FOR TELEGRAMS:
"SHAYSHA, LONDON."
CODES-
BEDFORD MC NEILL.
WESTERN UNION.
MOREING & MC CUTCHEON.
BROOMHALL.

c/o NATIONAL SAFE DEPOSIT,
1, QUEEN VICTORIA STREET,
LONDON, E.C.

Wrinch's Ranch
Near Wrights
R F D 27

July 2-13

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUL -7 1913	
SEEN	
ANS'D	

J. Edward Spurr, Esqr.,

Vice President of the Tonopah Mining Company,

Tonopah, Nevada and copy sent to Bullitt Bldg. Phila.

Dear Mr. Spurr:,

I have already written you today to say that I had forwarded a copy of your letter of 26th to Mr. Wilson; his present address is 1831 Alameda Avenue, Alameda, but he will doubtless receive the letter addressed to Lincoln ~~xxx~~ as that is his permanent abode.

I have already notified you by wire that the Star Peak owners were dealing with W P. Hammon and I learn from Mr Bradford that they intend to grant him an option, or something by a stockholders meeting to be held on the 3d July and a 'phone from San Francisco this morning tells me that Bradford has gone there; probably to protest against such action as an option has already been given to Wilson. I pointed out to you in my previous letters that Wilson's option was by no means perfect, but we were assured that the owners were anxious to give you every facility to handle the property and, of course, it comes with a surprise to us to find that they are now dealing with Hammon. You will know better than I do how to protect your rights in the matter, and I hope that you will act energetically.

In answering this please address me c/o First National Bank San Francisco, and also kindly send a copy of your letter to S.K. Bradford, Box 72, Palo Alto.

Trusting that this business will be settled satisfactorily to all of us,

I remain,

Yours very truly,

W. H. Shockley

Star Peak

M. H. Shockey
Wrinch's Ranch
Near Wrights
R F D 27
July 2-13

J. Edward Spurr, Esqr.,

Vice President of the Tonopah Mining Company,
Tonopah, Nevada and copy sent to Bullitt Bldg. Phila.

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Trusting that this business will be settled satisfactorily to all of us,

I remain,

Yours very truly,

M. H. Shockey

Star Peak

Confirmation of Night Letter sent from Palo Alto, June 27-1913
by W.H.Shockley.

J.E.Spurr

X Tonopah Mining Company

Bullitt Building Philadelphia

SENT YOU TONOPAH THIRTY DAY OPTION STAR PEAK ON ELEVENTH WROTE
YOU NINETEENTH TWENTIETH NO REPLY REPORTED HAMMON NOW WORKING
PROPERTY WILSON ORIGINAL OPTION HOLDER GIVES YOU THIRTY DAYS
FOR EXAMINATION FIVE MONTHS MORE IF YOU DESIRE PLEASE WIRE
S A BRADFORD PALO ALTO WHAT YOU ARE GOING TO DO IMPORTANT
SHOCKLEY

((Address not to be wired W.H.Shockley ,Phone 165,527 Waverly St))

WILLIAM H. SHOCKLEY,
MINING ENGINEER.

ADDRESS FOR TELEGRAMS:
"SHAYSHA, LONDON."
CODES-
BEDFORD MC NEILL.
WESTERN UNION.
MOREING & MC CUTCHEON.
BROOMHALL.

c/o NATIONAL SAFE DEPOSIT,
1, QUEEN VICTORIA STREET,
LONDON, E.C.

Box 72 Palo Alto, June 27-1913

J. Edward Spurr, Esqr.,
Vice President Tonopah Mining Company,
Bullitt Building, Philadelphia.

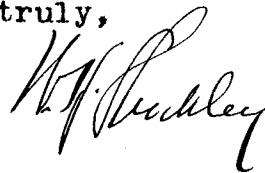
TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUL -3 1913	
SEEN	7/14/13
ANS'D	

Dear Mr. Spurr:-

Please find enclose confirmation of night letter sent to you today. Mr. Bradford has learnt today from Mr. Morey, who is one of the owners of the Star Peak mine that you examined the property (that is your agents) on the first of this month and in February and that the other owners of the Star Peak, - Hart and White- have made a deal with W.P. Hammon and he is now working the mine. You have copies of the option given to C.L. Wilson and of his letter by which he gave you thirty days for examination.

I hope that you will let Mr. Bradford hear from you at once.

Yours very truly,



Star Pk Form 2289 B

NIGHT LETTER

THE WESTERN UNION TELEGRAPH COMPANY

25,000 OFFICES IN AMERICA

INCORPORATED

CABLE SERVICE TO ALL THE WORLD

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following Night Letter. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Night Letters, sent at reduced rates, beyond a sum equal to the amount paid for transmission; nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender hereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED NIGHT LETTER, and is delivered by request of the sender, under the conditions named above.

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVED AT N. W. Cor. 15th and Chestnut Sts., Philadelphia

F260CH. CO. 50NL.

PALO ALTO CALIF JUNE 27. 13.

J E SPURR

TONOPAH MINING CO., BULLITT BLDG., PHILA., PA.

SENT YOU TONOPAH THIRTY DAY OPTION STAR PEAK ON ELEVENTH

WROTE YOU NINETEENTH TWENTIETH NO RELPY REPORTED HAMMOND NOW WORKING
PROPERTY WILSON ORIGINAL OPTION HOLDER GIVES YOU THIRTY DAYS FOR
EXAMINATION FIVE MONTHS MORE IF YOU DESIRE PLEASE WIRE S.K. BRADFORD
PALOALTO WHAT YOU ARE GOING TO DO IMPORTANT

SHOCKLEY 415A

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUN 28 1913	
SEEN	
ANS'D	



Referred to
Mr. Spurr for reply

DAY LETTER

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA

CABLE SERVICE TO ALL THE WORLD

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.

TIME FILED

CHECK

SEND the following **DAY LETTER** subject to
the terms on back hereof which are hereby agreed to }

Phila, June 26, 1913.

W. H. Birdevan,
c/o Tonopah Mining Co. of Nevada,
Tonopah, Nevada.

Have letter from Shockley dated June nineteenth inquiring
if we have examined the Star Peak property. Please ad-
vise what action you have taken.

J. E. Spurr

Chgo: Tonopah Mining Co.

DAY LETTER

ALL DAY LETTERS TAKEN BY THIS COMPANY SHALL BE SUBJECT TO THE FOLLOWING TERMS WHICH ARE HEREBY AGREED TO

The Western Union Telegraph Company will receive **DAY LETTERS**, to be transmitted at rates lower than its standard day message rates, as follows: one and one-half times the standard night letter rate shall be charged for the transmission of fifty (50) words or less, and one-fifth of the initial rate for such fifty words shall be charged for each additional ten (10) words or less.

To guard against mistakes or delays, the sender of a message should order it **REPEATED**, that is, telegraphed back to the originating office for comparison. For this, one-half the un-repeated message rate is charged in addition. Unless otherwise indicated on its face, **THIS IS AN UNREPEATED MESSAGE AND PAID FOR AS SUCH**, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any **UNREPEATED** message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery of any **REPEATED** message, beyond fifty times the sum received for sending the same, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in obscure messages.

2. In any event the Company shall not be liable for damages for any mistakes or delay in the transmission or delivery, or for the non-delivery of this message, whether caused by the negligence of its servants or otherwise, beyond the sum of **FIFTY DOLLARS**, at which amount this message is hereby valued, unless a greater value is stated in writing hereon at the time the message is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent. thereof.

3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other Company when necessary to reach its destination.

4. Messages will be delivered free within one-half mile of the Company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the Company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices, and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

In further consideration of the reduced rate for this special "**DAY LETTER**" service, the following special terms are hereby agreed to:

A. **DAY LETTERS** may be forwarded by the Telegraph Company as a deferred service and the transmission and delivery of such **DAY LETTERS** is, in all respects, subordinate to the priority of transmission and delivery of regular day messages.

B. **DAY LETTERS** shall be written in plain English. Code language is not permitted.

C. This **DAY LETTER** may be delivered by the Telegraph Company by telephoning the same to the addressee, and such delivery shall be a complete discharge of the obligation of the Telegraph Company to deliver.

D. This **DAY LETTER** is received subject to the express understanding and agreement that the Company does not undertake that a **DAY LETTER** shall be delivered on the day of its date absolutely and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such a message on the day of its date during regular office hours, subject to the priority of the transmission of regular day messages under the conditions named above.

No employee of the Company is authorized to vary the foregoing.

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

MONEY TRANSFERRED BY TELEGRAPH AND CABLE TO ALL THE WORLD

Philadelphia, June 26, 1913.

Mr. C. L. Wilson,

Lincoln, Placer Co., California.

Dear Sir:

Referring to yours of June 11th to Mr. W. H. Shockley of San Francisco, California, I wish to advise you that the Tonopah Mining Company wishes to examine this (Star Peak) property with a view to purchase, and desires the further extension of time equal to the life of the option, as mentioned in your letter.

Yours very truly,

ORIGINAL SIGNED
J. E. SPURN

Vice President

JES-C

cc

WHS

Philadelphia, June 26, 1913.

Mr. W. H. Shockley,
Box 72,
Palo Alto, California.

Dear Sir:

Please find enclosed copy of letter to Mr. Wilson. Will you please inquire and see if the original was received.

Referring to yours of June 19th, just received, I am wiring Tenopah, and will immediately advise you on receipt of answer.

Yours very truly,

ORIGINAL SIGNED
J. E. SPURR

Vice President

JES-C

WILLIAM H. SHOCKLEY,
MINING ENGINEER.

ADDRESS FOR TELEGRAMS:
"SHAVSHA, LONDON"
CODES-
BEDFORD MC NEILL.
WESTERN UNION.
MOREING & MC CUTCHEON.
BROOMHALL.

~~W. H. SHOCKLEY,~~
~~MINING ENGINEER,~~
~~2000 N. 10TH ST.,~~
~~CLARK, NEVADA.~~

Box 72, Palo Alto.

June 20, 1913

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D JUN 27 1913	
SEEN	
ANS'D	

The Tonopah Mining Company,
Tonopah, Nevada.

STAR PEAK MINING PROPERTY.

Dear Mr. Blackburn:-

I have not yet received from you any answer to my letter of June 11th.

I have seen Mr. C.L. Wilson (the option-holder on this mine) and find that he is quite worried because I have no news about the examination of the property. Mr. Wilson asks me to call your attention to the fact that his time for handling the property is limited and that he hopes you will soon begin the examination and thus give yourselves plenty of time for a complete investigation. If you have not already written, I will be greatly obliged if you will telegraph me on receipt of this whether, or not, you have begun the examination and, in case you have not started to examine the mine when you expect to start.

With kindest regards,

Yours very truly,

W. H. Shockley

W H Shockley
Box 72 Palo Alto

June 19-1913

J. Edward Spurr, Esqr.,
Vice President of The Tonopah Mining company
Tonopah, Nevada.

Dear Mr. Spurr:-

This is to inquire whether you have received my letter of June 11th and to ask if you have sent an engineer to examine the Star Peak property. With the letter of June 11th I sent to you copy of the option on the property that was given to Mr. C.L. Wilson and also a copy of Mr. Wilson's letter to me by which he gives me thirty days to examine the property and will continue this assignment of the option to me for the full term of the option, provided that within the first thirty days the Tonopah Mining Company writes a letter to him that they are interested in the ~~purchase~~ purchase of the property

and desire a further extension of time equal to the full life of the option- viz. to Sept 1st 1913.

I am writing this to save time in case my first letter has gone astray.

You will note that the thirty days is up on the 11th, July, but I am assured that it is the desire of the owners to give you all the time needed.

I have also your letter of June 8th, from Denver and note your remarks regarding the Mulvey Point mine.

Yours veery truly,



W.H.Shockley.
Box 72,Palo Alto

June 14th,1913

J.Edward Spurr,Esqr.,

Vice President of
The Tonopah Mining Company
C/o

Warwick M. Downing,Esqr.,
214,Equitable Bldg., Denver.

Dear Mr. Spurr:-

of 6/7/13

Your confirmation of telegram received.

I sent a copy of the option of the Star Peak property to
The Tonopah Mining Company of the 11th.

This option was given to C.L.Wilson and he has transferred
his rights to me by letter. The option is not perfect, but it
seems to me good enough for a preliminary examination and, if
the property has merit,it is good basis for negotiations.

With the best wishes possible,

Yours sincerely,



Mrs. Shockley has been taking a much-needed rest in the mountains
near Wrights Station.

S.

WILLIAM H. SHOCKLEY,
MINING ENGINEER.

Star Pk.

ADDRESS FOR TELEGRAMS:

"SHAVSHA, LONDON."

CODES-

BEDFORD MC NEILL.

WESTERN UNION.

MOREING & MC CUTCHEON.

BROOMHALL.

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXX~~

Box 72, Palo Alto, California.
June 11-1913.

J. Edward Spurr, Esqr.,
Vice President of The Tonopah Mining Company of Nevada.

Dear Mr. Spurr:-

I wired your Company this afternoon: REFERRING TO SPURRS
TELEGRAM FROM DENVER I NOW HAVE OPTION ON STAR PEAK
MINE MAILING YOU COPY TONIGHT WIRE J H HART OREANA
AND HE WILL WIRE YOU WHEN TO SEND ENGINEER W H SHOCKLEY
PALO ALTO

Mr J.J. Morey, who is said to be a third owner in the property
has recd today the following wire from the mine.

WITH OPTION SIGNED THERE IS NO HURRY HOLD THEM BACK AS
MUCH AS POSSIBLE WATER IN SHAFT WHITE WORKING LIKE MAD
TO GET IT OUT WILL ALWAYS GIVE THEM TIME TO EXAMINE AFTER
THEY GET HERE WIRE ME AT OREANA AS FAR AHEAD AS YOU CAN
WHEN THEY WILL ARRIVE AT HUMBOLDT HOUSE MY MACHINE OUT
OF COMMISSION FOR A WEEK OR SO AM GOING TO FITTING
THIS AFTERNOON J H HART

You will note that the option is badly drawn owing to the
owners being over-suspicious, however, Mr. Morey assures me that
they are all anxious, or willing, to sell and that they will
give you the kind of an option that you want, and Mr. C.L. Wilson,
who is the original option-holder says that he is willing to
cancel this option and have you take an option direct on the
terms that are satisfactory, provided he is protected as to his
commission.

I am interested with Mr. Bradford in his part of the commission,
but if the property is a mine and you buy it we hope that you will
be able to arrange so that we get some shares: this is a question
that we can leave for future discussion.

Yours very truly,

W. H. Shockley

Enclosures:

Copy of agreement (option)
Wilson's commission letter
Wilson to Bradford
Wilson to Shockley

W.H.Shockley
Box 72 Palo Alto

June 9-13

J.Edward Spurr, Esqr.,

Vice President of
The Tonopah Mining Company
Tonopah.



Dear Mr. Spurr:-

I have received the following telegram from you today:
YOURS SECOND JUST RECEIVED CAN SEND ENGINEER FROM
TONOPAH FOR PRELIMINARY EXAMINATION AS SOON AS
OPTION OBTAINED AM WIRING BLACKBURN TONOPAH AS
FOLLOWS BEGINS ON RECEIPT OF ADVICE DIRECT
FROM SHOCKLEY SANFRANCISCO THAT HE HAS OPTION
STAR PEAK PROPERTY NEAR LOVELOCK PLEASE SEND
SIRDEVAN UP FOR PRELIMINARY EXAMINATION ENDS
J E SPURR

Mr. Morely, who is in S F ,and who is said to be one of the owners received a telegram from the owners in Nevada that they would meet the Number Six Train, leaving San Francisco on the 8th June and would sign the option, provided someone came to look at the mine on that train. Mr. Bradford was ready to leave, but on the 7th Morely recd another telegram saying ~~that the Nevada owners had been summoned to Carson as witnesses on the Mansell?? case and would not be ready for Mr. Bradford for a day or so. As soon as Mr. Bradford hears from Morely that the owners have got through at Carson he expects to leave for the mine; this should not be longer than a few days.~~ that the Nevada owners had been summoned to Carson as witnesses on the Mansell?? case and would not be ready for Mr. Bradford for a day or so. As soon as Mr. Bradford hears from Morely that the owners have got through at Carson he expects to leave for the mine; this should not be longer than a few days.

Thanking you for your telegram, and with best wishes,

I remain,

Yours very truly,

A handwritten signature in dark ink, appearing to read "W.H. Shockley".

NIGHT LETTER

THE WESTERN UNION TELEGRAPH COMPANY

25,000 OFFICES IN AMERICA

INCORPORATED

CABLE SERVICE TO ALL THE WORLD

ROBERT C. CLOWRY, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.

TIME FILED

CHECK

SEND the following **NIGHT LETTER** subject to
the terms on back hereof which are hereby agreed to }

~~XXXXXX~~ JUNE 7, 1913

W. H. BLACKBURN

TONOPAH MINING CO.

TONOPAH, NEV.

ON RECEIPT OF ADVICE DIRECT FROM SHOCKLEY SAN FRANCISCO
THAT HE HAS OPTION ON STAR PEAK PROPERTY NEAR LOVELOCK,
PLEASE SEND SIRLEVAN UP FOR PRELIMINARY EXAMINATION AT ONCE

J. E. SPURR

CHARGE W. M. DOWNING.

NIGHT LETTER

ALL NIGHT LETTER MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS WHICH ARE HEREBY AGREED TO

The Western Union Telegraph Company will receive not later than midnight **NIGHT LETTERS**, to be transmitted only for delivery on the morning of the next ensuing business day, at rates still lower than its standard night message rates, as follows: the standard day rate for ten words shall be charged for the transmission of fifty words or less, and one-fifth of such standard day rate for ten words shall be charged for each additional ten words or less.

To guard against mistakes or delays, the sender of a message should order it **REPEATED**, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, **THIS IS AN UNREPEATED MESSAGE AND PAID FOR AS SUCH**, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any **UNREPEATED** message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery of any **REPEATED** message, beyond fifty times the sum received for sending the same, *unless specially valued*, nor in any case for delays arising from unavoidable interruption in the working of its lines; *nor for errors in cipher or obscure messages.*

2. In any event the Company shall not be liable for damages for any mistakes or delay in the transmission or delivery, or for the non-delivery of this message, whether caused by the negligence of its servants or otherwise, beyond the sum of **FIFTY DOLLARS**, at which amount this message is hereby valued, unless a greater value is stated in writing hereon at the time the message is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent. thereof.

3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other Company when necessary to reach its destination.

4. Messages will be delivered free within one-half mile of the Company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the Company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices, and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

In further consideration of the reduced rate for this special "**NIGHT LETTER**" service, the following special terms are hereby agreed to:

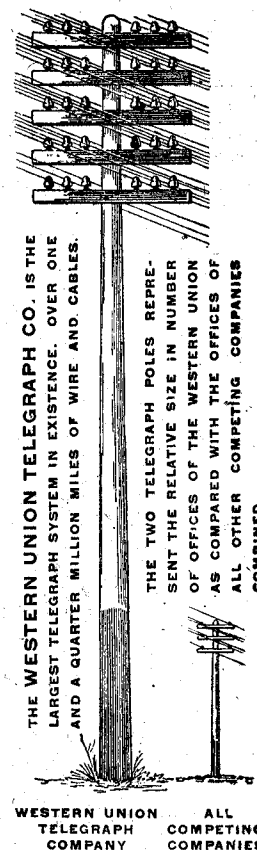
A. **NIGHT LETTERS** may at the option of the Telegraph Company be mailed at destination to the addressees and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such **NIGHT LETTERS** at destination, postage prepaid.

B. **NIGHT LETTERS** shall be written in plain English. Code language is not permitted.

7. No employee of the Company is authorized to vary the foregoing.

ROBERT C. CLOWRY, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER



MONEY TRANSFERRED BY TELEGRAPH AND CABLE TO ALL THE WORLD

Star Peak

NIGHT LETTER

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA

CABLE SERVICE TO ALL THE WORLD

ROBERT C. CLOWRY, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.

TIME FILED

CHECK

SEND the following NIGHT LETTER subject to
the terms on back hereof which are hereby agreed to

6/7/13

W. H. SHOCKLEY,

FIRST NATIONAL BANK,

SAN FRANCISCO, CALIF.

YOURS SECOND JUST RECEIVED CAN SEND ENGINEER FROM TONOPAH
FOR PRELIMINARY EXAMINATION AS SOON AS OPTION OBTAINED. AM
WIRING BLACKBURN TONOPAH AS FOLLOWS BEGINS ON RECEIPT OF ADVICE
DIRECT FROM SHOCKLEY SAN FRANCISCO THAT HE HAS OPTION ON STAR
PEAK PROPERTY NEAR LOVELOCK PLEASE SEND SIRLEVAN UP FOR
PRELIMINARY EXAMINATION AT ONCE ENDS

J. E. SPURR

CHARGE W. M. LOWNING.

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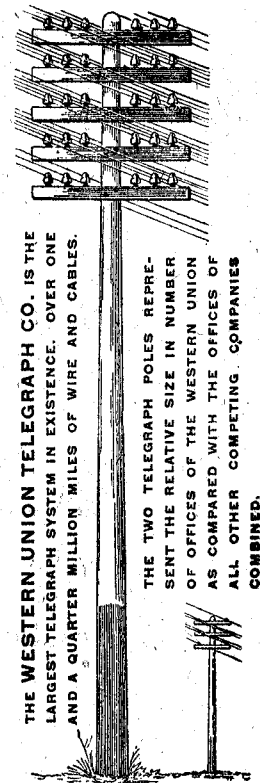
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ROBERT C. CLOWRY, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER



THE WESTERN UNION TELEGRAPH CO. IS THE LARGEST TELEGRAPH SYSTEM IN EXISTENCE. OVER ONE AND A QUARTER MILLION MILES OF WIRE AND CABLES.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH THE OFFICES OF ALL OTHER COMPETING COMPANIES COMBINED.

WESTERN UNION
TELEGRAPH
COMPANY

ALL
COMPETING
COMPANIES

MONEY TRANSFERRED BY TELEGRAPH AND CABLE TO ALL THE WORLD

Star Peak

June 2, 1913.

Mr. J. E. Spurr,

Vice-President Tonopah
Mining Co.,

Tonopah, Nev.

My dear Mr. Spurr:

Negotiations with regard to obtaining an option on the Starpeak Mine are progressing. Mr. Hart, one of the owners, is the man who has been holding off on the option. A wire from him this morning to his partner, Mr. Morley, in this City, says that if we have a man at Lovelocks on the 8th ready to examine the mine, will give a reasonable option. Can you have some one there to make a preliminary examination on that date?

Very truly yours,

W. H. Shockley

Address

W. H. Shockley,
First National Bank,
San Francisco.

P. S. If Mr. Spurr is not in Tonopah, please send me his address so I can communicate with him directly, if necessary.

W. H. Shockley

Star Peak

May 22nd, 1913.

Mr. William H. Shockley,

Box 72,

Palo Alto, California.

Dear Mr. Shockley:-

I do not know whether I made it quite clear in my last letter, which was very poorly typewritten, that I would be interested in examining the Star Peak property, if you can secure an option on it, as you indicate. The reason of my interest in this property is that I have some previous information concerning it, therefore you may be quite sure that I will attend to this as promptly as possible, if you can tie it up.

I looked for your telephone number in the directory, but could not find it. I assume that you have been there such a short time that the number has not yet been registered.

I expect to be here for a day or two, but am unable to say just how long. Expect then to proceed to Arizona, by way of Tonopah.

Yours very truly,

J. E. Spurr

This Agreement made and entered into this tenth (10th) day of June, A.D. 1913, Between the Star Peak Mining and Leasing Company, a corporation, whose principal place of business is Reno, Nevada, the party of the first part, and C.L. Wilson, of the City Lincoln, county of Placer, State of California the party of the second part,

W I T N E S S E T H : - That the party of the first part agrees to sell, to the second party or his assigns, that certain mining property, situated in Humboldt County, State of Nevada, and consisting of the following mining claims: - Goldstone, Monster (patented), Gold Coin, Gold Mountain, Dragoon (patented) and Croesus; said property being situated in sections 20 and 29, Township thirty-one (31) North, Range 34, East, Mount Diablo Meridian, and being in what is known as the Star Peak Mining District, together with the mill site and mill situated on two placer claims, together with the water rights of 15 miners inches, situated in El Dorado Canyon, together with the tramway and all personal property belonging to the said party of the first part and situated on said mining property upon the following terms and conditions:

On or before September 1st, 1913 \$20,000

On or before March 1st, 1914 20,000

On or before September 1st, 1914 20,000.

Said payments to be made in United States Gold Coin at the office of the First National Bank, of Lovelock, Nevada. ^{above}

FIRST: - Upon the first payment being made as set forth, the party of the second part, or his assigns shall be entitled to full and peaceable possession of all of said property for the purpose of mining, working, and developing said property and milling the ores from the said property as well as shipping the same for treatment to the reduction works. The possession and privilege of working the said property shall continue during the life of this agreement.

SECOND: - It is agreed between the parties hereto that all of the gross proceeds before the first payment is made shall be paid ^{aforsaid} to the said party of the first part.

THIRD: - After said first payment is made, it is agreed between the parties hereto that one half (1/2) of the gross proceeds derived from the working of said ores, after deducting freight and treatment charges shall be divided share and share alike between the parties hereto. All shipments of ore shall be made with reasonable diligence and shipped in the name of the First National Bank of Lovelock, Nevada, until the parties otherwise agree, and all reduction returns shall be made to the First National Bank of Lovelock, and distributed by it according to the terms hereof, after deducting a sum sufficient to pay the taxes thereon, which taxes shall be paid by the party of the second part, the party of the first part reserving the title and ownership of all ores extracted from such mine until the distribution is so made, and reserving the right to enter upon any part of said premises during all working hours, to test and sample the ores in the mine and on the dumps, and to make inspection and surveys of the premises.

FOURTH: - It is agreed between the parties hereto that the party of the second part, or his assigns shall keep up continuous work on said property during the life of this agreement and work the same diligently and with no less than one hundred (100) shifts of eight hours (8) each, during each and every month during the life of this agreement,

and to carry on such work in a good and minerlike fashion so as to take out the greatest possible amount of ore with due regard to the safety, development and preservation of said premises as a workable mine, and to well and sufficiently timber said mine at all proper points, and to keep the timber in a good state of repair, and to make all shafts, drifts and tunnels at least five by seven feet, and make all levels at least fifty (50) feet apart, and do no underhand stoping, and leave at least ten (10) feet of dirt on all sides of shafts, and pay for all labor done, and machinery and supplies employed in working said mine promptly.

FIFTH:- It being agreed that all payments made by the said party of the second part to the said party of the first part, for and on account of ores treated shall be applied on the purchase price of the said property and upon the payment first falling due under this agreement at the time above specified.

SIXTH:- It is agreed between the parties hereto that the party of the second part and his assigns shall pay all bills promptly arising from the working of the said property and shall not allow labor liens or material liens to be filed against any of said property during the life of this agreement, and any violation, or omission to perform of any of the terms of this agreement shall render the said agreement void and of no effect, and entitle the parties of the first part to the immediate possession of said premises and to re-enter and take such possession of all the machinery, tools and equipment of any character whatsoever either on the property at the present time or to be placed thereon hereafter by the said party of the second part.

THIS AGREEMENT shall bind and inure to the benefit of the heirs executors, and assigns of the parties hereto.

WITNESSETH:- The parties hereto have hereunto set their hands and seals in duplicate, the day and year first above written.

XXXXX STAR PEAK MINING AND LEASING COMPANY
By J.H.Hart (written)
President.
By J.C.Hart (written)
Secretary.
C.I.Wilson. (written)

A.D.

THIS AGREEMENT, Made and entered into this 10th, day, June, 1913.
By and between the STAR PEAK MINING AND LEASING COMPANY, a
corporation, whose principal place of business is Reno, Nevada, the
party of the first part, and C.L. Wilson, of Lincoln, Placer County,
State of California, the party of the second part,
WITNESSETH:- That the party of the first part hereby agrees
to pay to the party of the second part a commission equal to
15% on \$60,000. which is the total purchase price of that
certain property situated in Humboldt County, Nevada, and
known as the Star Peak Group of Mines, provided that the said
properties be sold to the party of the second part, or his
assigns, under the terms and conditions of that certain
agreement of even date herewith between the parties hereto.
Said commission to be paid from the money so received under
said agreement at the time that said payments fall due and
are paid, and upon the amounts so paid.

IN WITNESS WHEREOF, the parties hereto have set their hands
and seals the day and year in this indenture first written,

STAR PEAK MINING AND LEASING COMPANY

By J.H.Hart, President.

By J.C.Hart, Secretary.

C.L.Wilson.

San Francisco, June 11th, 1913.

S.K. Bradford, Esqr.,
San Francisco, Cal.

Dear sir:-

In the event that the Star Peak Group of Mines situated in sections 20 and 29TP.31 N. R.34 East, Mount Diablo Meridian, and being in what is known as the Star Peak Mining District is sold under my option, dated June 10th, 1913, between myself and the Star Peak Mining and Leasing Company, a corporation whose principal place of business is at Reno, Nevada, I hereby agree to assign and transfer to you a one-half interest in my commission contract of 15% of the total purchase price, ~~given~~ for which the Star Peak Group of Mines may be sold. This commission to be paid to you at the same time and place that I receive my portion of said commission, and the owners are hereby authorized and instructed to pay to you one-half of said commission.

Provided said property is sold to the Tonopah Mining Company of Nevada, or to any other customer with whom you may negotiate a sale of said property.

In the event, however, that the Tonopah Mining Company refuses said property or in the event that you do not secure customers to purchase this property and said property is sold through my own efforts and to other customers than whom you secure and introduce, then in that event all of said commission shall be payable to myself.

In the event that through the sale of said property you or W.H.Shockley may receive from the Tonopah Mining Company or any other Company with whom you are negotiating and stock as extra compensation for your services in negotiating said sale, then in that event all of said stock shall be retained by yourself for said services.

Very truly yours,
C.L. Wilson.

San Francisco, Cal. June 11th, 1913

W. H. Shockley, Esq.,

San Francisco, Cal.

Dear Sir:

I hereby assign my interest in a certain option dated June 10th, 1913, made between myself and the Star Peak Mining and Leasing Company for the Star Peak group of mines situated in the Star Peak Mining District in the State of Nevada, for a period of thirty (30) days from date. This assignment shall continue in full force and effect during the life of this option, provided the Tenopah Mining Company will write me a letter to the effect that they are interested in the purchase of this property and desire a further extension of time equal to the life of this option.

This option is assigned to W. H. Shockley with the privilege of assigning the same to the Tenopah Mining Company.

In the event that the Tenopah Mining Company is not interested in the purchase of said property and do not write me said letter expressing their desire for said extension of time, then in that event this assignment shall expire within thirty (30) days from the date hereof.

Yours truly,

C. L. Wilson.
W. H. Shockley

Philadelphia, April 23, 1913.

Mr. H. G. Walker,

Lovelock, Nevada.

Dear Sir:

I have yours of April 10th. Mr. Austin is writing you relative to the Hawk Mine.

Relative to the Star Peak Mine, I think it would be of no use for us to examine it further unless we were assured that the property, or at least the control, could be purchased reasonably, in which case it would be all right to continue our investigation. Please let me know what can be done along these lines.

In general we shall be very glad to consider any likely investment proposition which you may bring to our attention.

Yours very truly,

ORIGINAL SIGNED
J. E. SPURR

Vice President

JES-C

cc

JSA

LOVELOCK, NEVADA. April 10th, 1913.

Mr. J. E. Spurr,

Bullitt Bldg.,

Philadelphia, Pa.

Dear Sir:-

On April 7th and 8th I went over the Star Peak property with a view to obtaining data relative to the merit of the property along the lines of our correspondence of recent date. Owing to the elevation and the stormy weather of late, access to the shaft on top of the hill and to the various tunnels was impossible at this time. The company proposes to put these portals in shape at once and resume operations but an examination of the underground workings will be impossible for several weeks.

I sampled and assayed the several dumps shown on the map and examined the mill equipment, tramway, sources of water supply, etc., and am presenting separately data thus obtained. The samples represent principally small parcels of ore of from one to ten tons each on dumps and open cuts and samples of float taken at random on the hillside of which there are hundreds of boulders of from 100 lbs. to several tons each, seemingly all ore.

This information, meager as it is, is all that I could obtain at the present time and is submitted merely to verify in a small way such items of the company's report as the circumstances will permit. I can only conclude that the report is conservative throughout as the valuation set upon equipment is assuredly not too high in any case. The five stamp mill value at \$4000.00 is practically new and is worth \$5,000.00 as it stands. Other items I found to be listed in accord with this.

I await instruction in regard to further examination which I assure you will be made as soon as compatible with the weather.

Respectfully yours,

H. G. Walker

TONOPAH MINING CO. OF NEVADA
MINING AND EXPLORATION DEPARTMENTS
REC'D APR 21 1913
SEEN | *yes*
ANS'D |

Philadelphia, March 18, 1913.

Mr. H. G. Walker,

Lovelock, Nevada.

Dear Sir:

I have yours of March 13th, and thank you for the information concerning the Star Peak Company.

Referring to your suggestion, I should be glad if you would, as you say, give a couple of days to a preliminary examination of the mine and inquiring as to an idea of terms, and report to me concerning it.

Yours very truly,

ORIGINAL SIGNED
J. E. SPURR

Vice President

JES-C

LOVELOCK, NEVADA. March 13, 1913.

TONOPAH MINING CO. OF NEVADA		
REC'D MAR 18 1913		
	J. S. A.	J. E. S.
SEEN		
ANS'D		✓

Mr. J.E.Spurr,
Bullitt Bldg.,
Philadelphia, Pa..

My Dear Sir:

Your inquiry of March 6th in regard to the Star Peak Mining Co., at hand. I should have replied ere this were it not for lack of time.

I am somewhat familiar with the property both as to its past history and present status and wish to state, that from an entirely disinterested standpoint, I believe it to possess considerable merit and that it will warrant an investigation on your part.

The property was taken over from the original owners two years ago by Seattle men for \$50,000. A payment of \$5000 was made, and approximately \$15,000 spent in the erection of a five stamp mill and aerial tram. A little development work was done and some ore milled with good returns, but the second payment was not met and the property reverted to original owners. It has only recently been taken over by the Star Peak Mining & Leasing Co., and everything seems to point to a profitable year.

The mine is situated near the Summit of Star Peak at an elevation of about 10,000 feet. There is a wagon road from the mine to the head of tram about a half mile distant and the tram and mill are in first-class working condition. The shaft is all in ore and there is ore in several other places in quantity, sufficient to encourage further development on a large scale. I know Mr. Hart to be a man of absolute integrity and I think the prospectus which he has

LOVELOCK, NEVADA.

J.E.S. # 2 3/13/13

issued is rather an original thing, in that it presents all the data in regard to the mine exactly as it was accumulated in their examination before taking over the property. If you will notice, the 80 cent assays are given as much prominence as the better ones. A sample run in my office today, taken from a six ton boulder of float went \$103 in gold and \$2 in silver. This is a good example of the ratio of gold to silver although much higher than the average grade of mill ore.

#103.00

The company is placing their stock on the market at the present time, but are retaining either 600,000 or 750,000 shares in the treasury. I am reasonably certain that the mine could be bought at a figure which would be attractive but could not give you any definite information in regard to that, at this time.

Should you so desire, I would be willing to give a couple of days to a preliminary examination of the mine in person with the idea of verifying tonnage of proven and probable ore, principal geologic features, etc., and to secure an idea of the terms on which the property could be taken over.

This property is mentioned in U.S.G.S. Bulletin 414 as the Thornton Prospect, but much work has been done since that time. The printed prospectus I know to be accurate and truthful.

LOVELOCK, NEVADA.

J.E.S. # 3 3/13/13

I wish to thank you for your inquiry and ask that you will again avail yourself of the opportunity whenever I can be of service to you.

Respectfully,

H. G. Walker

HEW.

Lovelock is the most centrally located point with regard to the many mining districts of Humboldt county, Nevada. Within a radius of thirty miles are the camps of Seven Troughs and Mazuma, Jessup, Velvet, Black Canyon and the new camp of Rochester. It is the natural and only outlet for these camps and for the great wealth of the Humboldt Range which boasts mines producing gold, silver, lead, antimony, copper, mercury, nickel and cobalt, nitre, gypsum and phosphate rock.

The placer diggings of American canyon have produced millions in gold. The Rye Patch, and Arizona mines have produced millions in silver. The camps of Seven Troughs and National are noted for their wonderfully rich high grade gold and silver ore and the productiveness of the country is in its infancy only.



Address all correspondence relative to mining matters to

H. G. WALKER
Lovelock, Nevada

ASSAYING AND
CHEMICAL ANALYSIS

SURVEYING AND
MAPPING



H. G. WALKER
LABORATORY
AND
TESTING PLANT



LOVELOCK,

NEVADA

Am prepared to handle Technical work of any nature whatsoever connected with mining and maintain a thoroughly equipped laboratory and testing plant for this purpose.

Assaying and Chemical Analysis.

Microscopic examination of rocks and minerals.

Practical tests of all kinds, including Cyanide and Amalgamation (plate and arrastra).

Retorting of amalgam and melting bullion. High grade ores and concentrates, amalgam and bullion bought.

Surveying and Mapping, Tracings and Blue Prints, Examination and Sampling of mines and prospects, Gypsum, Phosphate and Niter deposits.

In constant touch with buyers of mines, ores and mineral products of all kinds.

Give special attention to leases. Contracts and development of mine properties.

Correspondence in regard to any matter connected with mining or mining technology will be given prompt and courteous attention.

Mining journals, trade catalogues, government geologic reports on hand, and extensive library maintained for the use of clients.

Sample bags and envelopes, maps, location notices and information relative to mining furnished on request at all times.

List of Charges for Assaying, Chemical Analysis and Practical Tests.

Fire Assays. Gold and Silver—Single fusions.

Lots of less than 25 samples . . . \$1.00 each
Lots of 26-50 samples90 each
Lots of 51-100 samples80 each
Lots of more than 10075 each
Lead—fire or wet 1.00
Gold, Silver and Lead 1.50
Two fusions on same sample add
50 per cent.

Bullion Assays 3.00

Control Assays 3.00

Umpire Assays 5.00

Contracts for work by the month

special rates.

Retorting Amalgam 5.00

Melting Bullion 3.00-5.00

Chemical Analysis of ores for Aluminum, Antimony, Bismuth, Chromium, Iron, Maganese, Mercury, Molybdenum, Nickel and Cobalt, Phosphates, Tin, Tungsten, Uranium and Vanadium, Zinc \$1.50-10.00

Analysis of Water, Coal and Coke, Potash, Salts and Phosphate Rocks, Soils, Fertilizers, etc. Special prices

Cyaniding and Amalgamation Tests in 50 pound lots, \$15.00 to \$50.00.

Pulp from all samples kept 30 days from date received.

Surveying, \$10 per day and expenses.

Mapping \$1.00 per hour, material free.

Tracings and Blue Prints—Prices according to work.