

2590 0003

313
Item 3

Philadelphia, September 21, 1915.

Mr. George L. Sheldon,
Box 82,
Ely, Nevada.

Dear Sir:

We have yours of September 17th, with report on the
West Comstock property, near Virginia City, Nevada.

This property would not interest us, as we have already
examined it.

The report is returned herewith.

Yours very truly,

ORIGINAL SIGNED
J. E. SPURR

Vice President

JES-C

G. L. SHELDON
MINES
P. O. BOX 82
ELY - NEVADA.

TOMOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D SEP 21 1915	
SEEN	
ANS'D	

J. E. Spurr

Philadelphia, Pa.

Dear Sir:

Enclosed find report on the West Comstock Property.

The owners make two propositions, 1st. They will deliver 60% of its stock to parties, who will erect a mill cost, \$35,000. and pay into the treasury, \$15,000. cash to be used in payment of accounts outstanding against the Co, and in further development. 2nd. Will sell outright for \$100,000 with \$15,000. cash, balance in 6, 12 and 18 months.

If interested, can arrange for examination, if not interested, please return the enclosures.

Thanking you in advance, for your attention, I am

G. L. Sheldon

Philadelphia, June 12, 1915.

Mr. H. Stanley Benedict,
353 South Hill Street,
Los Angeles, California.

Dear Sir:

Yours of June 4th to Mr. J. H. Whiteman has been referred to me for answer.

We sent one of our engineers to the property, and his report was very brief. I quote his conclusions verbatim:

"None of the samples taken showed commercial ore, and the prospect is in other ways unfavorable. Not recommended."

I regret that we cannot give you any more extended details, but apparently in the mind of our engineer the property did not warrant spending any more time. The highest sample shown on his plan is \$2.00.

Trusting that the above will be of interest to you,
I am,

Yours very truly,

ORIGINAL SIGNED
J. E. SPURR

Vice President

JES-C

California Legislature

Forty-First Session

Senate

Los Angeles,
California,

June Fourth,
1 9 1 5.

Mr. J. Harvey Whiteman, Vice Pres.,
Tonopah Mining Co. of Nevada,
572 Bullitt Bldg.,
Philadelphia, Penn.

Dear Sir:-

I have just returned to my office in Los Angeles from the session of the Legislature which has occupied most of my time this year. I now learn that your engineer, Mr. W. H. Sirdevan, examined the properties of the West Comstock Mining & Leasing Company at Jumbo, Nevada, between two and three months ago, and that no report or correspondence has ever come to our office or to any of the officers of the West Comstock Mining & Leasing Company since that examination was made.

I would appreciate it very much if you would kindly send me, personally, a statement of the opinion of the engineer as to this property. I do not care what his views upon the subject may be, I am keenly anxious to know the real truth as to this property. If his report is unfavorable, I would be pleased to have it, nevertheless, because we have been dealing with this property in absolute, good faith and upon representations made to us by those in whom we had a right to have confidence. While I have been upon these properties three times in the last three years and at each time endeavored to get at the real facts, yet you must understand that a trip to and from the mines from where I am located involves a journey of 1500 to 1700 miles and it is difficult for me to take the time to make it. We therefore must depend upon those in charge of the properties, who are also financially interested in the properties, to give us our information.

Kindly let me hear from you at your convenience, and oblige

Yours sincerely,

H. Stanley Benedict

Philadelphia, May 17, 1915.

Mr. J. Barton Nealey,
1111 Story Building,
Los Angeles, California.

Dear Sir:

Yours of May 11th to Mr. J. H. Whiteman has
been referred to me for reply.

The result of the preliminary examination of the
West Comstock Mining & Leasing Company's property resulted
in a decidedly unfavorable report by our engineer. Con-
sequently we are not further interested in the property.

Yours very truly,

ORIGINAL SIGNED
J. E. SPURR

Vice President

JES-C

ESTES AND ARNOLD
MORTGAGES
1101 TRUST & SAVINGS BLDG.
LOS ANGELES

MAIN 4905

A 3405

REMOVED TO III STORY BLDG.

May 11th, 1915.

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D MAY 17 1915	
SEEN	
ANS'D	<i>JS</i>

Mr. J. H. Whitman, Pres.,
Tonopah Mining Company of Nevada,
Bullitt Building, Philadelphia, Pa.

Dear Sir:-

I am writing you at the present time, upon the advice of the owners here in the city, to ascertain your present attitude towards permanently taking over the holdings of the West Comstock Mining and Leasing Company upon which you recently held an option to purchase.

Trusting to hear from you in the near future I am,

Very truly yours,

J. Barton Nealey

JBN/D.

WESTERN UNION TELEGRAM



Form 260

GEORGE W. E. ATKINS, VICE-PRESIDENT

NEWCOMB CARLTON, PRESIDENT

BELVIDERE BROOKS, VICE-PRESIDENT

RECEIVER'S No.	TIME FILED	CHECK
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SEND the following Telegram, subject to the terms
on back hereof, which are hereby agreed to

Phila, N April 3, 1915.

W. H. Birdevan,
c/o Riverside Hotel,
Heno, Nevada.

Return to Tonopah pending further instructions.

J. E. Spurr

Chge: Tonopah Mining Co. of Nevada,
Exploration Department.

ALL TELEGRAMS TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS

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

2. In any event the Company shall not be liable for damages for any mistakes or delays in the transmission or delivery, or for the non-delivery, of this telegram, whether caused by the negligence of its servants or otherwise, beyond the sum of FIFTY DOLLARS, at which amount this telegram is hereby valued, unless a greater value is stated in writing hereon at the time the telegram 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 telegram over the lines of any other Company when necessary to reach its destination.

4. Telegrams 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 telegrams until the same are accepted at one of its transmitting offices; and if a telegram 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 telegram is filed with the Company for transmission.

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

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

NEWCOMB CARLTON, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

NIGHT TELEGRAMS

Accepted up to 2.00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the next ensuing business day.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard night letter rate for the transmission of 50 words or less and one-fifth of the initial rate for each additional 10 words or less. Subordinate to the priority of transmission and delivery of regular telegrams. Must be written in plain English. Code language not permissible.

Telephonic delivery permissible. Day Letters received subject to express understanding that the Company only undertakes delivery of the same on the day of their date subject to condition that sufficient time remains for such transmission and delivery during regular office hours, subject to priority of the transmission of regular telegrams.

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174

WESTERN UNION

NIGHT LETTER

Form 2289 B

GEORGE W. E. ATKINS, VICE-PRESIDENT

NEWCOMB CARLTON, PRESIDENT

RELYVIDERE BROOKS, VICE-PRESIDENT

RECEIVED AT N. W. Corner 15th and Chestnut Streets, Philadelphia

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D APR -3 1915	
SEEN	
ANS'D	

E174CH HJ 31 N L

RENO NEV APR 2 1915

J E SPURR

1142

VICE PREST THE TONOPAH MINING CO 572 BULLITT BLDG PHILA

DO NOT RECOMMEND WEST COMSTOCK PROPERTY AT JUMBO HIGHEST ASSAY

TWO DOLLARS EXAMINATION DELAYED ACCOUNT FLOODED AND CAVED MINE WORK-

INGS REPORT LATER WILL AWAIT FURTHER INSTRUCTIONS HERE ADDRESS

RIVERSIDE HOTEL RENO

W H GIRDEVAN

APL 3 445AM

WESTERN UNION

Form 2289

RECEIVERS NO.

TIME FILED

CHECK



NIGHT LETTER

THEO. N. VAIL, PRESIDENT

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

March 2nd, 1915.

Copy

H. Stanley Benedict

353 S. Hill Street

Los Angeles, California.

Have signed your redraft of option on West Comstock Mining and Leasing Company property. Have instructed engineer to begin examination at once. Please wire W. H. Sirdevan, Tonopah Mining Company, Tonopah, Nevada, as to how he shall reach property and whom he shall see to procure right to make examination.

J. H. Whiteman

Charge to
Tonopah Mining Co. of Nev.
Explo.

ALL NIGHT LETTERS TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

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 telegram rates, as follows: The standard day rates 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 night letter should order it **REPEATED**, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeatable night letter rate is charged in addition. Unless otherwise indicated on its face, **THIS IS AN UNREPEATED NIGHT LETTER AND PAID FOR AS SUCH**, in consideration whereof it is agreed between the sender of the night letter 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** night letter, 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** night letter, 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 night letters.

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 night letter, whether caused by the negligence of its servants or otherwise, beyond the sum of **FIFTY DOLLARS**, at which amount this night letter is hereby valued, unless a greater value is stated in writing hereon at the time the night letter 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 night letter over the lines of any other Company when necessary to reach its destination.

4. Night letters 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 night letters until the same are accepted at one of its transmitting offices, and if a night letter 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 night letter 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 addressee, 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 permissible.

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

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

THEO. N. VAIL, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

NIGHT TELEGRAMS

Accepted up to 2.00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the next ensuing business day.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard night letter rate for the transmission of 50 words or less and one-fifth of the initial rate for each additional 10 words or less. Subordinate to the priority of transmission and delivery of regular telegrams. Must be written in plain English. Code language not permissible.

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WESTERN UNION

Form 2289 B

23

NIGHT LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT

NEWCOMB CARLTON, PRESIDENT

RECEIVED AT N. W. Corner 15th and Chestnut Streets, Philadelphia

B 23 CH HJ 50 ML

TONOPAH NEV MAR 11 1915

J E SPURR

1072
VICE PRES TONOPAH MINING CO 572 BULLITT BLDG PHILA PA

AM IN RECEIPT OF A TELEGRAM TODAY FROM LOSANGELES REGARDING THE
WEST COMSTOCK PROPERTY AT JUMBO ADVISING THAT MINE IS BEING PRE-
PARED FOR EXAMINATION AND WILL NOT BE READY FOR MY EXAMINATION FOR
A WEEK OR MORE MEANWHILE I AM PREPARED FOR ANY OTHER EXAMINATIONS
YOU MAY HAVE FOR ME

W H SIERDTVAN

MAR 12 1 30 AM

TONOPAH MINING CO. OF NEVADA

BEVIDERE BROOKS, VICE-PRESIDENT
MINING AND EXPLORATION DEPARTMENTS

ALWAYS
REC'D MAR 12 1915

SEEN

ANS'D

WESTERN UNION

Form 2289

RECEIVERS NO.

TIME FILED

CHECK



NIGHT LETTER

THEO. N. VAIL, PRESIDENT

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

March 2nd, 1915.

W. H. Sirdevan,

Tenopah Mining Company of Nevada,

Tenopah, Nevada.

COPY

On receipt of communication from H. Stanley Benedict, three fifty three South Hill Street, Los Angeles, California, make arrangements for preliminary examinations of West Comstock Mining and Leasing Company's mine near Jumbo, Washoe County, Nevada, and after examination send synopsis of report by wire.

J. E. Spurr.

Charge to
Tenopah Mining Co. of Nev.

ALL NIGHT LETTERS TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

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 telegram rates, as follows: The standard day rates 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.

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

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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 night letter 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 permissible.

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

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED
THEO. N. VAIL, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

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ESTES AND ARNOLD
MORTGAGES
1101 TRUST & SAVINGS BLDG.
LOS ANGELES
MAIN 4905 A 3405

February 20, 1915.

Mr. J. H. Whitman,
Tonopah Mining Company of Nevada,
Bullitt Building, Philadelphia, Pa.

Dear Sir:-

~~The title to~~ Your letter and wire of the 13th at hand. As stated in Mr. Jackson's report, the property of the West Comstock Mining and Leasing Company is possessory. However the three claims Golden Gate Nos. 1, 2 and 3 are being purchased from the original locator upon installments, the unpaid balance being \$14000 payable \$1500 in February 1915, \$2500 in February 1916, \$5000 in February 1917, and \$5000 in February 1918, which unpaid balance the new corporation which takes over these properties, would necessarily have to assume. However in the event of a sale the price net to you would be, I am advised, \$100,000. Also that the \$1500 due this year will be taken care of by the West Comstock Mining and Leasing Co. Two of the claims, the Golden Gate No. 4 and the Syene, known as the T and B West Comstock Mines, were acquired under a ten-year lease on a 15% royalty (net bullion return) with an option to purchase at any time, all royalties to apply on the purchase price. This lease has been running about two years. The Syene No. 2 was acquired by location. All legal requirements have been fulfilled for preserving title to these claims, and the large amount of work done entitles the owners to a patent upon application. Therefore, the encumbrances are, (1) \$14,000., balance of purchase price, (2) the indebtedness of the West Comstock Mining and Leasing Co. of \$11,000.

Thru some misunderstanding a part of the above information was withheld, for which there was no excuse and I sincerely trust that it will not modify your interest in the property. I am very sorry that the discrepancy occurred and apologise for letting it slip by. Mr. Benedict assures me that he wrote you yesterday.

If you still wish the option under the above conditions wire me and I will have it executed.

Very sincerely yours,

JBN/D.

J. Barton Nealey.



PALACE HOTEL,
SAN FRANCISCO

7/19/15

The Tonopah Mining Co
of Nevada
Phila, Penn.

Gentlemen:-

The enclosed booklet is
out of date, of course as it
was issued at the time we
first took over these properties.
Since then we have made
all our improvements and development.

We send this to you to show
that Nealey, the broker had the
facts regarding title at all times
during our negotiations.

Yours
W. Stanley Audis

California Legislature

Forty-First Session

Senate

Los Angeles,
California,
February
Seventeen,
1915.

The Tonopah Mining Co. of Nevada,
572 Bullitt Bldg.,
Philadelphia, Penn.

Attention of
J. Harvey Whiteman,
Vice Pres. & General Counsel,

Gentlemen:-

We delivered to Mr. J. Barton Nealey yesterday revised option in duplicate covering the West Comstock Mining & Leasing Company's properties. There are two changes from the option form which you sent that are important, the balance being immaterial. These two changes are as follows:-

First, we cannot deliver a fee simple title to the property. If you will refer to the papers sent you by Mr. Nealey and more particularly to the report of Frank H. Jackson, mining engineer, you will note the following language under the heading "Title", "The Title to these claims is possessory, all legal requirements have been fulfilled and the large amount of work done entitles the owners to a patent upon application." As indicated, these are all mining claims taken up by location and are subject to the usual restrictions and requirements of development work surrounding mineral claims. The second paragraph under the head of "Title" in said report specifies that three claims, Golden Gate Numbers 1, 2 and 3 were acquired by purchase, which statement is true as far as it goes, but does not give full particulars. The full particulars were given to Mr. Nealey in other data and documents which we gave him, but apparently in compiling his data, he entirely overlooked this important fact, that the three claims mentioned are being purchased upon annual installments from the original locator who has held the property for more than 20 years. He holds these by location. They have not been patented. There is an unpaid balance of \$14,000 upon these 3 claims payable in installments as shown in the revised option which Nealey forwarded you yesterday. This should have been made clear to you in the beginning, but inasmuch as Nealey did not submit to us his report and data which he sent you originally, we were not



TM&LCo.#2.

aware of their contents until after our first signed option was sent you. We immediately instructed him to forward you the necessary change. Now if you should buy for cash we would gladly take care of this \$14,000 balance in addition to the \$11,000 of current indebtedness, but on the other hand, should the transfer be made by the issue of stock only, we would not be in position to pay off either of the above amounts, but those amounts would have to be assumed and paid by the new corporation. In further explanation of the title, you will notice that under the same heading of "Title" the statement is made that 2 of the claims, Golden Gate No. 4 and Syene are held under a 10-year lease on 15% royalty. Likewise, the third paragraph under "Title" states that the "Syene No. 2" was acquired by location.

I think therefore, the perusal of this portion of the report sent you on the very beginning of these negotiations will show clearly that we cannot convey a fee simple title to the properties. It should also be clear to you that we never represented to you that we held such a title nor that we could convey such a title. It is our understanding that fully 90% of all mining properties are held in exactly this fashion, that even highly developed valuable properties are most commonly operated without any effort at patenting the land. I am enclosing herewith a booklet which we got out about 2 years ago, a copy of which was given Mr. Nealey from which to secure his data to send you. In this book is clearly shown the character of our title.

We have a splendid property, well located, in a highly mineralized district, with every commercial condition favorable, including good water conditions and roads, power lines and transportation within reasonable distance, and Virginia City so close that supplies and all necessary conveniences are readily available. We have done sufficient underground work to have demonstrated the high value of our properties. We want to do business with you and stand ready to do all in our power to demonstrate to you the worth of these properties. Our investment in the property and developments is heavy but we are perfectly willing to go in on a stock basis, confident that your new corporation can make an immensely wealthy mine, which will quickly repay us. We are willing to trust the control to you and believe that you will treat us fairly.

I will be glad to assist you in any way you may desire.

Yours sincerely,

V. H. Nealey
Treasurer

HSB:EB:

WESTERN UNION TELEGRAM



Form 260

GEORGE W. E. ATKINS, VICE-PRESIDENT

NEWCOMB CARLTON, PRESIDENT

BELVIDERE BROOKS, VICE-PRESIDENT

RECEIVER'S No.	TIME FILED	CHECK
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SEND the following Telegram, subject to the terms
on back hereof, which are hereby agreed to

Philadelphia, Jan. 22, 1915.

J. Barton Nealey,
1101 Trust & Savings Building,
Los Angeles, California.

Option mailed Wednesday.

J.H. Whiteman

Chge: Tonopah Mining Co. of Nevada
Exploration Dept.

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2. In any event the Company shall not be liable for damages for any mistakes or delays in the transmission or delivery, or for the non-delivery, of this telegram, whether caused by the negligence of its servants or otherwise, beyond the sum of FIFTY DOLLARS, at which amount this telegram is hereby valued, unless a greater value is stated in writing hereon at the time the telegram 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 telegram over the lines of any other Company when necessary to reach its destination.
4. Telegrams 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 telegrams until the same are accepted at one of its transmitting offices; and if a telegram 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 telegram is filed with the Company for transmission.
7. *No employee of the Company is authorized to vary the foregoing.*

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED
NEWCOMB CARLTON, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

NIGHT TELEGRAMS

Accepted up to 2.00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the next ensuing business day.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard night letter rate for the transmission of 50 words or less and one-fifth of the initial rate for each additional 10 words or less. Subordinate to the priority of transmission and delivery of regular telegrams. Must be written in plain English. Code language not permissible.

Telephonic delivery permissible. Day Letters received subject to express understanding that the Company only undertakes delivery of the same on the day of their date subject to condition that sufficient time remains for such transmission and delivery during regular office hours, subject to priority of the transmission of regular telegrams.

NIGHT LETTERS

Accepted up to midnight for delivery on the morning of the next ensuing business day, at rates still lower than standard night telegram rates, as follows: The standard day rate for 10 words shall be charged for the transmission of 50 words or less, and one-fifth of such standard day rate for 10 words shall be charged for each additional 10 words or less. Must be written in plain English. Code language not permissible. Mail delivery, postage prepaid, permissible.

NIGHT LETTER

Form 2289-B.

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 be held liable for errors or delays in transmission or delivery of Unrepeated Night Letters, sent at reduced rates, beyond a sum equal to ten times 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
11P X 46 NL

LOS ANGELES CALIF JAN 21 1915

MR J H WHITMAN

TONOPAH MINING CO OF NEVADA 572 BULLITT BLDG PHILADELPHIA

WIRED YOU JANUARY ELEVENTH WEST COMBTOCK MINING AND LESSING CO

HAD ACCEPTED TERMS ON SALE OF THEIR PROPERTY AS OUTLINED

IN YOU LETTERS OF DECEMBER NINETEENTH AND TWENTY NINTH NO

ANSWER EXPECTED YOU WOULD DRAFT OPTION AND FORWARD TO ME

FOR EXECUTION WIRE COLLECT PRESENT STATUS

J BARTON NEALEY

730AM JAN 22 1915

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.

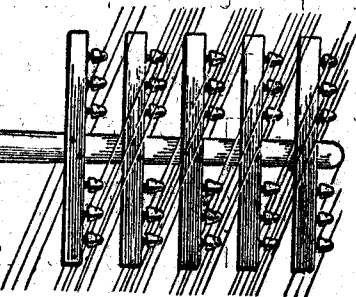
Direct Wires and Cables to Havana, Cuba, connecting at that place with the Cuba Submarine and West India and Panama Telegraph Companies for all points in the West Indies.

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.

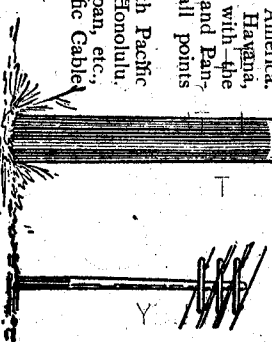
Connects at Seattle, Wash., with U. S. Government Lines and Cables to and in Alaska.

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

Philadelphia, January 21, 1915.

Mr. J. Barton Nealey,
1101 Trust & Savings Building,
Los Angeles, California.

Dear Sir:

In accordance with my letter of yesterday, I am forwarding you forms of resolution to be enacted as follows:

No. 1 By the Board of Directors of the West Comstock Mining & Leasing Company. This resolution is intended as an expression of approval of your Board of Directors, and providing for the holding of a special meeting of Stockholders. In preparing your resolution for submission to your meeting you should make it complete by filling in the blanks with the proper data, and insert a full copy of the agreement, having the entire document, including the recitals in the preamble, the agreement, and the resolution entered upon your minutes.

No. 2 is for action by your stockholders at their special meeting. This should be completed by filling in the proper data in the blank spaces and by inserting the previous resolution in full, and after this enter as a whole upon the minutes of your Stockholders' meeting.

No. 3 is for directors' meeting which follows the stockholders' meeting, and which provides for carrying the instructions of your stockholders into execution.

If your stockholders and directors approve this proposed contract, please supply us in addition to the informa-

Mr. J. Barton Nealey---page 2.

tion mentioned in my letter of yesterday, with certified copies of your complete minutes of these three meetings, over the signature of your Secretary.

Very truly yours,

ORIGINAL SIGNED
J. H. WHITEHEAD

Vice President & General Counsel.

JHW-C

WESTERN UNION NIGHT LETTER

Form 2289 B

THEO. N. VAIL, PRESIDENT

RECEIVED AT

E54CH BZ 36NL 8 EX

N. W. Cor. 15th & Chestnut Sts., Philadelphia.

LOS ANGELES CAL JAN 11 1915

MR J H WHITMAN

866

Bu TONOPAH MINING CO OF NEVADA BILLITT BLDG PHILADELPHIA

TERMS OF OPTION ON WEST COMSTOCK MINING AND LEASING COMPANY
DICTATED BY YOU ACCEPTED BY BOARD OF DIRECTORS PREPARE YOUR
OPTION AND I WILL HAVE IT EXECUTED IMMEDIATELY

J BARTON NEALEY 1101 TRUST AND SAVINGS BLDG

820PM

ESTES AND ARNOLD
MORTGAGES
1101 TRUST & SAVINGS BLDG.
LOS ANGELES
MAIN 4805 A3405

December 31st 1914.

Mr. J. H. Whitman,
Tonopah Mining Company of Nevada,
573 Bullitt Bldg., Philadelphia, Pa.

Dear Sir:

Confirming my telegram to You of December 28th with regard to your counter-proposition on the properties of the West Comstock Mining and Leasing Company, I will say that a directors meeting of that Company was held on the afternoon of December 28th and I was authorized to accept your counter-proposition with some changes.

COUNTER-PROPOSITION # 2. The West Comstock Mining and Leasing Company will turn over its properties and assets to a new corporation to be organized by you with an authorized capital stock of 1,000,000 shares of the par value of \$1.00 per share, provided that 40% of the million shares, namely, 400,000 shares, be issued to the present stockholders of the West Comstock Mining and Leasing Company and that 60% of the million shares, namely, 600,000 shares, be issued to the party or parties who finance the properties, which are now held by the West Comstock Mining and Leasing Company in the manner hereinafter set forth, to-wit:

(1.) Said party or parties are to pay, first, the outstanding account and bills of this corporation, not exceeding \$11,000.00.

(2.) Said party or parties must expend a sum of money not less than \$40,000 in the development of the mining properties of

this corporation.

The above mentioned 600,000 shares are to be held in escrow until the above mentioned sums have been expended as indicated above.

It is agreed and understood that the party or parties financing the properties, as above outlined, shall receive out of the first money obtained as profits from the operation of the above mentioned mining properties, a sum equal to the amount paid out by them for the present outstanding stock and bills of this corporation, but not exceeding \$11,000.00.

The stock of the new company to be non-assessible.

Thirty days time will be given for a preliminary examination of the above mentioned mining properties.

If counter-proposition #2 is acceptable to you, as outlined above, advise me immediately.

Very sincerely yours,

JBN/D.

J. Barton Mealey.

Philadelphia, December 19, 1914.

Subject: West Constock Mines, Nevada.

Mr. J. Barton Nealey,
c/o Estes & Arnel,
1101 Trust & Savings Building,
Los Angeles, California.

Dear Sir:

I have yours of December 12th, referring to
the above property, and have referred the matter to Mr. J.
H. Whiteman, Vice President and General Counsel for the
company. Mr. Whiteman is writing you direct.

Yours very truly,

ORIGINAL SIGNED
J. E. SPURM

Vice President

JES-C

cc

JHW

West Comstock

ESTES AND ARNOLD
MORTGAGES
1101 TRUST & SAVINGS BLDG.
LOS ANGELES

MAIN 4905

A 3405

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D DEC 18 1914	
SEEN	
ANS'D	

December 12th

Mr. James E. Spur,
Bullet Bldg.,
Philadelphia, Pa.

Dear Sir:

I am enclosing a report of an engineer of long standing. This report is very conservative and all the high grade assays were thrown out. If any engineer of repute is called to investigate and the property does not stand up to this report the owners will pay all expenses incurred. The property has never been on the market before and the owners are loth to sell now but owing to financial stringency are unable to continue.

Proposition #1. The corporation will increase its capital stock from 500,000 as at present, to 1,000,000 shares of a par value of \$1.00 each. All of the stockholders of record at the present time will take as their share in the recapitalized corporation 310,000 shares and will give 380,000 shares in the recapitalized corporation to any person or persons who will erect and pay for a mill at the cost of \$35,000. and pay into the treasury \$15,000. in cash to be used in the payment of accounts now outstanding against the corporation and also in the further development of the mine. (There is about \$11,000. in outstanding bills and accounts, \$6,000 of which should be paid immediately, but the balance can be allowed to run for a considerable time and can be easily handled.)

Proposition #2. As an alternative proposition, the corporation will sell the whole property and transfer all of the stock and assets of the corporation to any one who desires to purchase for a net consideration of \$100,000., \$15,000 cash and the balance on favorable terms; probably 6, 12 and 18 months. The present owners will deliver the property free and clear of all incumbrances.

I can absolutely deliver this property as per either of the propositions outlined above as I have it under option direct from the owners. If you cannot handle this, please return this report.

Hoping that I hear from you favorably, I am,

Very sincerely yours,

J. Barton Nealey.

JBN/D.

REPORT

of

FRANK H. JACKSON
Mining Engineer
30 years experience
Graduate
Massachusetts Institute of Technology

FROM EXAMINATION MADE

AUG. & SEPT. 1913.

PROPERTY AND LOCATION

The property of the West Comstock Mining and Leasing Company consists of six full claims 600 feet by 1500 feet; Golden Gate No. 1, Golden Gate No. 2, Golden Gate No. 3, Golden Gate No. 4, Syene No. 1 and Syene No. 2, covering an area of 120 acres, situated on the North side of Mount Davidson, about two miles from Virginia City, Nevada, which lies upon the south slope of the mountains, in what is known as the West Comstock or Jumbo Mining District.

TITLE.

The title to these claims is possessory, all legal requirements have been fulfilled and the large amounts of work done entitles the owners to a patent upon application.

Three of the claims, the Golden Gate No. 1, Golden Gate No. 2 and Golden Gate No. 3, known as the Golden Gate Mines, were acquired by purchase. Two of the claims the Golden Gate No. 4 and the Syene, known as the T. & B. West Comstock Mines, were obtained under a ten years lease on a 15% net Bullion return royalty with an option to purchase at any time, all royalties to apply on the purchase price.

The Syene No. 2 was acquired by location.

The claims have been carefully surveyed; the corners are well defined, making one compact group, on the same system of veins, and are well located for economical development.

WOOD AND WATER

Ample timber for mining purposes is obtained readily at \$27 per thousand delivered at the mines. The Company has a fine mill site on its ground, with sufficient water for any sized stamp mill they desire and can obtain power from the Truckee River General Electric Company up to 2000 H. P. if necessary at about \$25.00 H. P. per year. The power line is within three miles of the property.

At the present time the power is furnished from Distillate engines, there not being power enough required to justify the expense of installing electricity.

TRANSPORTATION

Transportation facilities are exceptionally good. The distance to Virginia City is only 4½ miles; to Washoe Station 6 miles; Carson City 16 miles and Reno 28 miles, with fine wagon roads to each of the stations named, enabling the mines to obtain supplies of every kind quickly and cheaply.

GEOLOGY

The formation of this district is principally andesite with intrusive dykes of porphyry.

There are four distinct veins which traverse this highly mineralized belt in a general northerly and southerly direction, all dipping to the East, all of which veins concentrate on the Syene. Along the breakage planes of this mass of andesite and intrusions of porphyry are found the highly silicified and heavily mineralized ore bodies. Both hanging and foot walls are perfect.

The geology of the Comstock District which includes the West Comstock District, is ably and fully described and reported on by such eminent geologists as Baron Richthofen; Geo. F. Becker; John A. Church and Clarence King, and can be found in the records of the U. S. Geological Survey, under the title of Geology of the Comstock Lode and the Washoe Dist. These reports comprise two quite large volumes, and can be found in all of the principal libraries throughout the country.

The present exploration work shows four well defined veins traversing the properties, all of which concentrate on the Syene vein claim. The principal development work so far done has been on the Golden Gate claims, and the vein on the Syene.

The width of the veins vary from 5 to over 30 feet, all carrying values.

DEVELOPMENT WORK AND EQUIPMENT.

The prospect and development work accomplished previous to the time the property was acquired by the present company was quite extensive, necessitating much stripping and trenching to expose the veins and find the probable ore shoots; all the claims being covered with considerable alluvial deposit.

This alluvial deposit carries more or less gold and a pan of dirt taken almost anywhere will show colors of free gold, this gold coming from the slow wasting away of the gold bearing veins.

This work developed two well defined veins ore shoots and warranted the acquisition of the property and the systematic development of the mine.

The development work accomplished by the company has all been in virgin ground and located so as to develop, to the best advantage, two known ore shoots, which were demonstrated by previous development work, and consists of the following:-

The Golden Gate, double compartment shaft sunk vertically 227 feet.

A cross-cut from 200 foot station of this shaft, running East 130 feet, cross cutting the vein at 95 feet from the station, the vein being at that point over 7 feet wide and assaying over \$14. per ton.

Drifting from this crosscut South 187 feet, all in ore.

Drifting from this crosscut North 95 ft., all in ore.

The Syene double compartment shaft sunk 218 ft. vertically.

The shafts are timbered with 8" by 8" timbers and lagged with 2" plank from top to bottom in first class manner, with guides, it being the intention to put in cages when desired.

The width of the vein is from 7 ft. to 33 ft. the 33 ft. in width showing in the south drift and still holding its full width, all of which is shown on the maps. One shaft is situated about 1500 ft. from the South end of the property, and the others about 1200 ft. from the North of the property which will enable the economical development for the full length of the property as the development progresses.

Each shaft is equipped with a power hoist, blacksmith shop, blowers, and a jackhead pump, the pump being of sufficient capacity to handle 120 gal. per minute each. On the property are dwellings, office, assay office fully equipped, store house, barn etc., and all necessary accessories for economical mining to a depth of 700 ft.

The water is not excessive and not exceeding at the present time over 12 gal. per minute in either shaft. While distillate engines are used at present, electric power can be had at any time when needed at a cost of \$36. per HP per year. The water will be required for milling purposes when a mill is installed.

The present power can handle 200 tons of material a day easily, if necessary, besides operating the pumps and blowers.

The shafts are well timbered and can be carried to any depth desired.

From a careful investigation of the underground work in connection with my knowledge of the old workings and the assay values taken as the workings have progressed, and the mill value from the former mill tests, I believe that there are over 40,000 tons of ore now available that could be milled on the ground at a cost not profit of over \$4. per ton, and that with a vigorous development by extending the drifts, and sinking the shafts to attain greater depth and allow further drifting that within 6 months time 400,000 tons could be made available and that higher values will be encountered with a possibility of very high grade ore shoots as were found in the same formation, only two miles distant in the in the old Comstock Mines. Values as high as \$70. per ton have been encountered in the Syene shaft, and as high as \$265. per ton from the development on both ore shoots. In a number of places, ore has been milled that yielded \$37. and upwards from the old workings.

VEIN AND VALUES

The veins upon which the development work has been done are found to run N. E. to S. W. thru the entire length of the property. On the Syene claim the vein is apparently over 40 ft. wide, and on the Golden Gate Claims from 7 to 33 ft. However, on the Golden Gate claim there seems to be four parallel veins within the limits of the property.

The values are entirely gold and silver, about 85% being in gold and about 15% in silver. The ore is crushed up quartz, frequently intermingled with clay and decomposed iron sulphides, and presents unusually favorable facilities for rapid development and cheap extraction of ore. Drifts can be run in this soft vein material in one-fourth of the time that it requires to run in hard quartz, and ore can be mined at one-half the expense. The walls are hard, with a good gouge between the walls and ore.

The ore is treated by a combined process of plate amalgamation, concentration and cyanidation, and 90% of the values can be saved.

RECOMMENDATION

Your mines being now in condition to supply the ore for profitable production, the company should erect a stamp mill on the property with a capacity of about 100 tons per day. A twenty stamp mill should be amply sufficient with a cyanide attachment. This plant could be erected and the necessary work carried on at the mine until the mill could be producing, at a cost not to exceed Fifty Thousand Dollars (\$50,000).

Both shafts could be sunk as rapidly as possible, and connections made at each 100-Ft. station and drifts driven north and south on the ore bodies. This work could be done out of the profits of the ore body already developed and still leave a balance for dividends to the stockholders.

The cost of mining and milling on the ground will not exceed \$2.50 per ton. The milling of 800 tons per day at \$8. would give \$800.
90% extraction-----\$720.
Cost of mining and milling-----\$250.
Leaving a daily profit of-----\$470.
OR-----\$14,100. per month.
The milling of 100 tons per day at \$5. would give \$500.
90% extraction-----\$450.
Cost of mining and milling-----\$250.
OR-----\$6,000. per month.

Either of which values would furnish plenty of money for development and to pay a good dividend on the par value of the stock.

While \$50. or \$100. are which you can reasonably expect in the course of your development, would increase the income to enormous proportions, \$100. Ore with 100 tons per day output would make a profit over \$9500. per day.

It will be seen, therefore, that the company, by providing sufficient funds to build and equip a 100-ton plant and money to carry the property along to such time as it can realize from milling production from its ore, can readily place the property and company in a position to earn a handsome profit in addition to providing all funds required from development and other charges from the mine itself.

It should not be forgotten that these figures are based upon what the mine has actually in sight. At the same time there is every reason to expect returns from the development as it progresses, as shown from the higher grade ores.

It would be imprudent at this time to estimate the total tonnage which can be exposed within one year, under the contemplated plan for development, but within the bounds of conservatism, it is reasonable to expect that the company will have a property that will be worthy of a capitalization of several millions of dollars, based upon measurable values of ore in sight.

The usual advantages of cheap electrical power, nearness of railroad, good roads and climatic conditions, making a low cost of treatment possible, makes the lowest values very attractive.

The company and the management are to be congratulated upon the results of the development and equipment of their properties up to date.

In my opinion, with the additional equipment and development outlined, the property will make a great dividend producing mine for many years and extend to thousands of feet in depth. I have never seen more favorable conditions for mining. Both hanging and foot walls are as near perfect as nature ever makes them. The ore is soft and easy to mine and easy to treat.

Respectfully, (Signed) Frank H. Jackson, E. M.

ASSAYS OF ORE SAMPLES FROM GOLDEN HATE ORE SHOOT

200 feet level taken along entire length
and width as work progressed.

	SILVER Oz. per ton	GOLD Oz. per ton	VALUE \$ per ton
# 10	0.6	1.49	\$31.15
19		.82	16.95
20		.29	5.99
21		.04	.82
24		.73	15.09
27		.30	6.20
29		.20	4.00
30		.06	1.20
31		1.82	36.40
32			Trace
33		.09	1.80
34		.22	4.40
35		.96	19.20
36		.64	12.80
37		.36	7.20
43		1.46	30.18
46		0.715	14.77
47		1.635	33.80
44		.11	2.21
61			Trace
62		5.80	119.88
July 6, 1913		.22	4.54
2		.26	5.27
3		.20	4.13
4		.96	17.36
5		.44	9.09
158		.56	11.57
159		.08	1.65
160		1.08	22.32
161		.52	10.74
162		.26	5.37
163		.14	2.89
164		.20	4.13
165		.28	5.78
166		.28	5.78
167		.52	10.74
168		.24	4.96

ASSAYS

Golden Gate Ore Shoots

	SILVER Oz. per ton	GOLD Oz. per ton	VALUE \$ per ton
OLD WORKINGS:			
OLD DUMP.....		0.55/100	\$11.36
Ore milled from old workings			
Yielded from \$17.50 to \$37.00			
Gold per ton			
Sorted ore from old developments			
1.	5.60	7.78	159.12
2.	2.40	3.26	65.66
3.	4.00	6.24	127.48
4.	4.90	7.12	145.89
NEW DEVELOPMENT:			
Samples across vein where vertical shaft cut vein at 55 ft. depth.			
Oct. 25, 1912.			
1.		1.55	32.03
2.		1.86	38.44
3.		.04	.82
4. Average across vein full width		.85	17.57
7.		2.21	45.68
Samples across vein 7 ft. cross-cut from 200 ft. level			
Apr. 28, 1913.			
1. Average across vein full width	.60		12.40
2. "	.18		3.72
3. "	.20		2.48
5. Sections	1.28		26.46
6. "	.24		4.96
8. "	.04		.82

GOLDEN GATE, Continued.

	Gold Oz. per ton	Value \$ per ton
169	.48	\$ 9.92
170	.54	11.16
171	.40	8.26
172	.26	5.27
174	.60	12.40
175	1.32	6.61
176	1.60	33.07
177	1.44	29.76
178	.24	4.96
179	.44	8.26
180	.32	6.61
181	.18	3.72
182	.24	4.96
183	.32	6.61
184	.24	4.96
185	.16	3.30
186	.40	8.26
187	.54	11.16
188	.36	7.44
189	.60	12.40
192	2.20	45.47

Assays made by

Sulliger & Merrill Office, 1400 Hibernian Bldg., Los Angeles, Black

& Co. Office, Virginia City, Nev.

Thos. C. Bundy, Company's office at the Mine.

ASSAYS
SYENNE ORE SHOOT

SILVER	GOLD	VALUE
Oz. per ton	Oz. per ton	\$ per ton

Aug. 30, 1912

Open cut across vein 6 ft. deep
48 in length

n		0.06	\$1.24
2		0.04	.82
5		.23	4.75
6		.35	7.23
7		.06	1.24
8		1.65	34.10
12		3.53	72.96
13		7.97	160.75
14		9.94	205.48
3		11.23	232.14
4		.32	6.61
5389		.21	4.34
5068		.07	1.44
5071		.42	8.68
5072			

Dec. 12, 1913.

From Stringers cut 6" to 12"
wide in sinking vertical shaft

1.	2.38	2.11	44.80
2.	1.78	3.22	67.45
3.	.72	.48	10.28
4.	1.38	.64	17.54

Dec. 24, 1912

1.	1.00	.93	19.88
2.	1.01	2.43	50.22
3.	.02	.15	3.10
7.	.04	.75	13.50

Assays were made by

Sulliger & Merrill Office, 1400 Hibernian Bldg., Los Angeles, Cal.

Black & Co. Office, Virginia City, Nev.

Thos. C. Bundy, Company's Office, at the Mine.

WHAT OTHER MINING ENGINEERS

THINK OF THIS DISTRICT

W.T. Watson, Mining Engineer, in his report, dated July 28, 1907, states that in his opinion this property has a great future and is one that will bear the closest investigation. Much might be said about the possibility of high grade ore likely to be encountered, but a general average is what tells, and any high grade will only increase the average. He also mentions in his report that several mining engineers, among them LeFevre, formerly with the Guggenheim Company; Emerson Gee, formerly with the Selby Company; Johnson & Reed of Chicago and others, are of the opinion that this property is one the same zone as that of the Comstock mines, for the outcroppings on the Syene are plainly traceable through to Crown Point Ravine, to Gold Hill in the Comstocks.

The T. & B. and Golden Gate properties being situated at practically the apex of the above mentioned croppings, demonstrates a fact which will appeal to any practical mining man, and that is the elimination of any question of extra lateral rights.

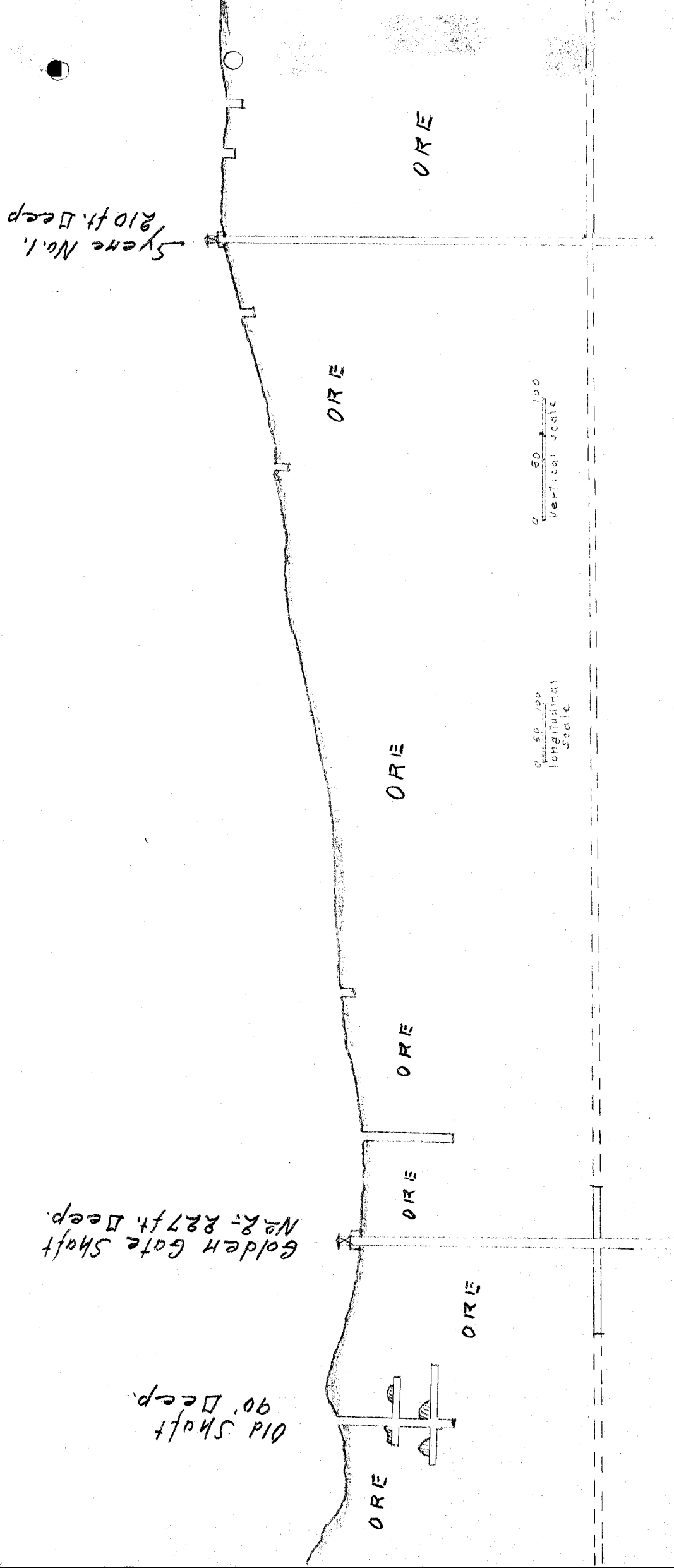
Los Angeles, Cal.
January 30, 1912.

My dear Mr. Thomas:-

Regarding my opinion about the T.B. and Golden Gate properties at Jumbo, Nev., I can only say that I would like very much to have a hand in their development, but I am too much tied up and so have not mentioned the matter to you. There should be a mine in the T. & B. as the Gopher veins must all pass through into that territory after leaving the property of the Bargo Co. and the Golden Gate is a mine already and has shipped considerable amounts of good grade ore. The proximity of this property to the great Comstock mines, and the almost certain connection of the ore bearing belt of porphyry with the Comstock Lode, makes the mines of the West Comstock camp peculiarly interesting ones to an engineer of mines and doubles the chance of finding big mines with depth. I am leaving today for Southern Mexico, and will be away for several months, and will be glad to see you on my return.

Yours very sincerely,

EMERSON GEE, Formerly of
the Selby Company.



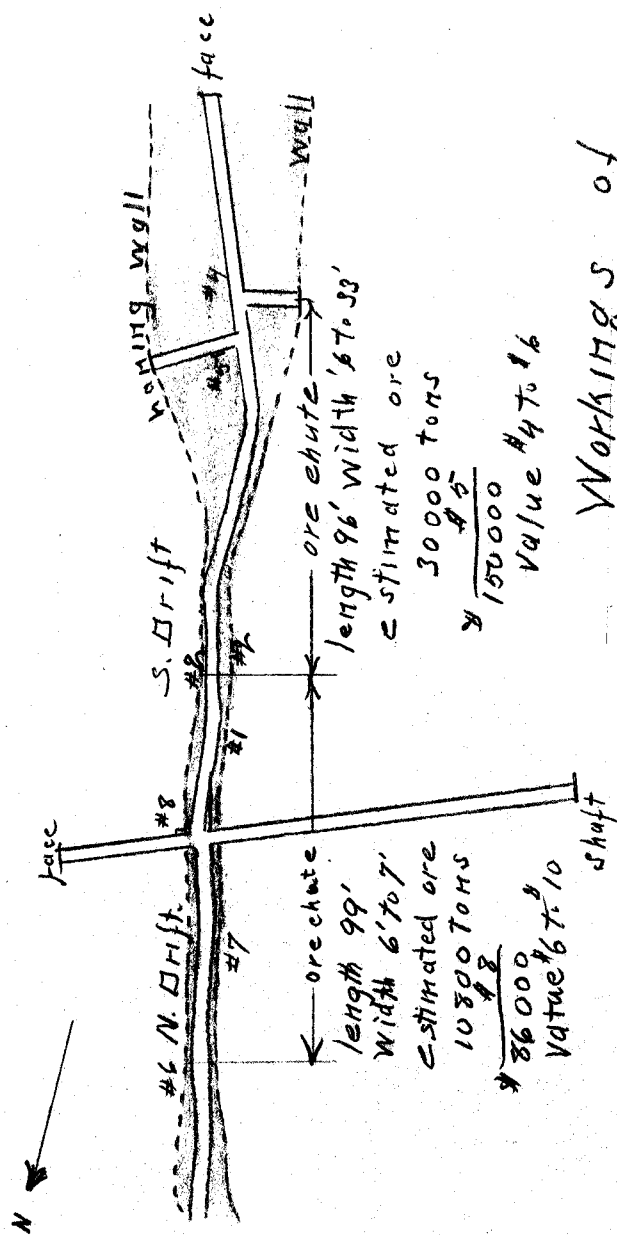
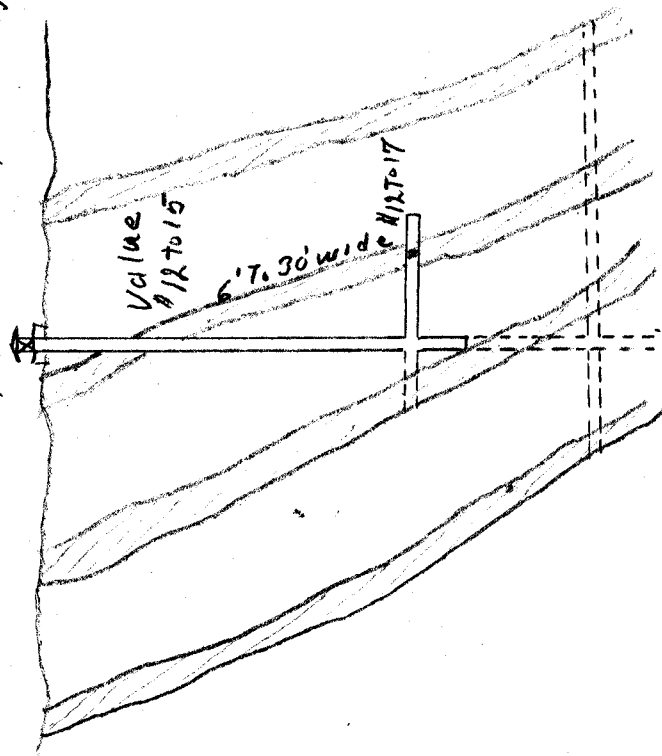
Ore in Sight.

30000 TONS
 $\frac{\$150000}{\$5}$
 Value \$4 to \$6

12000 TONS
 $\frac{\$96000}{\$8}$
 \$6 to \$10 per ton

Longitudinal & Vertical Section
 of
 Jumb Mining District Nevada
 West Comstock Mining & Leasing
 Co.

Cross Section of Golden Gate Shaft No. 2 - Depth 227 ft.



Workings of Golden Gate Mine No. 2 200 ft. level.



Cross Section Syeme Shaft No. 1.

Depth 210 ft.

