

(95)

## THE TONOPAH MINING COMPANY OF NEVADA

572 BULLITT BUILDING, PHILADELPHIA, PA.

item 9

2810 0009

PLEASE ADDRESS ALL COMMUNICATIONS  
TO THE COMPANY

TONOPAH, NEVADA,

July 1, 1916.

SUBJECT: HIBBS PROPERTY, ESMERALDA CO., NEVADA.

Mr. J. H. Whiteman,  
572 Bullitt Building,  
Philadelphia, Pennsylvania.

Dear Sir:

On June 29th I visited the Hibbs property, concerning which you have had some correspondence. I first went to Goldfield with Mr. Blackburn and Mr. Stotesbury and drew up a temporary option which was signed by the owners, and then proceeded to the property, which is seventy-two miles from Tonopah by the road we took.

An inspection of the property convinced me that it was not worth while for our Company to consider it further. We took a number of samples, however, and had them assayed, and the results of the assays did not change my opinion. We accordingly notified Mr. Hibbs that we relinquished the option.

Yours very truly,

J. S. A.

Vice-President.

JEB/m

CC to J.S.A.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L
If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.	

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, VICE-PRESIDENT

BELVIDERE BROOKS, VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
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RECEIVED AT N. W. CORNER 15TH AND CHESTNUT STREETS, PHILADELPHIA ALWAYS  
G35CH WH 89 NL NL OPEN

TONOPAH NEVADA JUNE 15 1916

J H WHITMAN

1823  
572 BULLITT BLDG

PHILADELPHIA PENNA

WITH MILLING ONLY ALLOWED AFTER DECEMBER FIRST YOUR ORIGINAL DRAFT  
GOES AS TO PAYMENTS AND PRICE EXCEPT HIBBS SAYS MUST  
HAVE SIX HUNDRED JULY FIRST FIVE HUNDRED AUGUST FIRST EIGHT  
HUNDRED SEPT FIRST IN ORDER COMPLETE HIS FINAL PAYMENT TO  
PREVIOUS OWNERS THESE APPLY ON OUR FIRST PAYMENT, OF MILLING  
AND SHIPMENTS BOTH DISCONTINUE DECEMBER FRIST THEN PRICE EIGHTY THOUSAND  
WITH JULY AUGUST AND SEPT PAYMENTS AS ABOVE PAYMENTS IN  
BOTH CASES TEN THOUSAND DECEMBER FIRST AND SAME AMOUNT EACH  
THREE MONTHS THEY ARE NOW MILLING EIGHTEEN TONS DAILY

W H BLACKBURN

JUNE 16 552-AM

# THE TONOPAH MINING COMPANY OF NEVADA

EASTERN OFFICE  
572 BULLITT BUILDING, PHILADELPHIA, PA.

PLEASE ADDRESS ALL COMMUNICATIONS  
TO THE COMPANY, TONOPAH, NEVADA

TONOPAH, NEVADA, May 29, 1916.

Mr. J. H. Whiteman, Vice-Pres.,  
The Tonopah Mining Co. of Nevada,  
Philadelphia, Pennsylvania.

RECEIVED  
JUN 3 1916  
J. H. W.

My dear Mr. Whiteman:

Mr. J. R. Hibbs was in today, and stated he had to make a loan of \$2,000.00, in order to meet a payment on his property at Palmetto Mountain June 3rd.

I am writing you this to show what condition part of the owners are in at the present time, and apparently why they are asking for cash payments within a few months after ~~selling~~ *signing* an option.

If I am finally called upon to go to Nicaragua, as indicated by Mr. Austin's telegrams, I will tell Mr. Stotesbury about papers that you may send to him if you wish to accept their present terms, so he may obtain necessary signatures.

Yours truly,

*W H Blackburn*

Superintendent.

WHE/M

# WESTERN UNION

## NIGHT LETTER

Form 2289

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

May 29, 1916.

Mr. William H. Blackburn, Supt.,  
The Tonopah Mining Company of Nevada,  
Tonopah, Nevada.

Your letter twenty third regarding Hibbs property. If parties will  
give until December first for examination and development and exercise  
of option at which time payments to begin we will redraw contract  
and forward for signature owners having right to make shipments and  
mill ore until exercise of option. Wire answer.

J. H. Whiteman.

Charge-

The Tonopah Mining Company  
of Nevada.

## 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 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

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.

# THE TONOPAH MINING COMPANY OF NEVADA

EASTERN OFFICE  
572 BULLITT BUILDING, PHILADELPHIA, PA.

PLEASE ADDRESS ALL COMMUNICATIONS  
TO THE COMPANY, TONOPAH, NEVADA

TONOPAH, NEVADA,

May 23, 1916.

Mr. J. H. Whiteman, Vice-Pres.,  
The Tonopah Mining Co. of Nevada,  
Philadelphia, Pennsylvania.

Dear Mr. Whiteman:

Mr. J. R. Hibbs has returned and I have had a conference with him and a new partner named Dave M. Trepp. They have changed their terms so much that I am doubtful whether you will wish to further consider the proposition.

They insist on the privilege of mining ore from the property in such quantity as to supply the two stamp mill now at the property, until final payment is made.

That they be allowed to ship one car (50 tons) of ore each month until the first of the \$2500.00 payments begin.

That we sink a 200 foot timbered shaft 4 x 8 ft. in the clear. They will give us until August 1st, 1916, to examine property and start shaft work.

A first \$2500.00 payment to be made December 1st, 1916, and \$2500.00 every three months for first year, then \$10000.00 every threemonths until property is paid for.

Mr. Hibbs says they have a \$1500.00 mortgage on the stamp mill, which makes it necessary that they have some income immediately.

If you accepted the above terms, we would have time for examination before any payment or work becomes due, and could drop it of the property did not merit further work. The shaft work would be a necessary part of our development, and so is not a burden.

Mr. Hibbs did not insist on a set number of shifts of work, as he understands that if we go to work we would use all speed possible.

Mr. J.H.Whiteman, Vice-Pres.    -2-

May 24, 1916.

I have outlined on one of the three copies of your agreement the names of parties, names of unpatented claims and springs, and other information left blank in your draft.

If these terms are accepted, the re-draft should be sent me as soon as possible that signatures may be obtained before Mr. Spurr arrives in June.

The California Plant would be available for this work if you stop that work. All we would need is a small air hoist and some blacksmith tools. Of course there would be some temporary buildings to put up.

In a re-draft it should be specified that we can remove all machinery, tools, etc., if we discontinue operations.

Yours truly,

*W H Blackburn*

Superintendent.

WHB/M

encls (3)

May 1, 1916.

Mr. W. H. Blackburn, Supt.,  
Tonopah Mining Co. of Nevada,  
Tonopah, Nevada.

Dear Mr. Blackburn:

Mr. Spurr has handed your favor with reference to the property of Mr. Hibbs and associates to Mr. Austin, who in turn has conferred with me upon the subject, and as a result of these conferences I have prepared a form of option for you to take up with the owners of the property and see if you can get them to agree to execute it. I have left the dates and the names of the parties owning the property blank for the reason that I do not know them, as I have also left blank space for the insertion of the names of the mining claims, and any general description going to their identification, including the mining district, county and state in which they are located. I suggest that after you confer with them you get the exact names of all the owners and the mining claims and fill in these blank spaces and then have the page rewritten with the inserted data. Upon considering this property we have thought it best to deal on the basis of their proposition to sell the property for \$60,000., and in order to do that it required more time to examine the property and perhaps to do some development work, as our examination must show that the property is worth at least the purchase price and the cost of mining and treating the same before we can undertake to purchase it at the figure named. In con-



Mr. W. H. Blackburn---page 2.

sequence of this we think we should have an option for a period of one year. You may use these facts as argument and also tell them that if they give us a year's option and we do the development work, and should decline to take over the property, that they will have the benefit of the money we spend in the development. We have thought that with this long term, and the possibility of expending considerable money, the title of the property should be put in such a condition that there would be no question about it being conveyed in case we should develop a mine, and for that reason have provided that the owners should make a conveyance to The Tonopah Banking Corporation, who would have their deed recorded and continue to hold it until such time as we determine what we shall do with it. Mr. Austin is unwilling to have Mr. Spurr undertake to examine the property until a binding option is signed. We have not consulted the Tonopah Banking Corporation, but have assumed that it would be willing to stand as the holder of the title during the option period. If you succeed in getting the parties to agree to this contract in its present form it would be well for you to consult with the Tonopah Banking Corporation before it is executed.

Very truly yours,

ORIGINAL SIGNED  
J. H. WHITEMAN  
Vice President

JES-C

# THE TONOPAH MINING COMPANY OF NEVADA

EASTERN OFFICE

572 BULLITT BUILDING, PHILADELPHIA, PA.

PLEASE ADDRESS ALL COMMUNICATIONS  
TO THE COMPANY, TONOPAH, NEVADA

TONOPAH, NEVADA, April 21, 1916.

Mr. J. E. Spurr, Vice-President,  
The Tonopah Mining Co. of Nevada,  
Philadelphia, Pennsylvania.

Dear sir:

I saw Mr. Hibbs in Goldfield last night and he says that you can get to their property at Palmetto Mountain at any time, and that the snow is off the ground at the Mine.

In talking terms with Mr. Hibbs, he said that he would accept the 60-40 proposition, but that he ought to have a division of earnings as soon as the extraction of ore takes place, instead of waiting until the Tonopah Mining Company would be paid back for its expenditure. Also that he should be given a lease until the mine becomes a producer, the amount that he could take out being governed by the small two stamp mill that he has ready for operation at the present time. His second proposition is to sell the property for \$60,000 with a \$10,000 payment in six months and the other payments extended over some length of time.

I believe that you can get into the Kanrohat property at any time.

Yours very truly,

Superintendent.

WHE-  
JVE

TONOPAH MINING CO. OF NEVADA	
MINING AND EXPLORATION DEPARTMENTS	
REC'D APR 25 1916	
SEEN	<input checked="" type="checkbox"/>
ANS'D	

# THE TONOPAH MINING COMPANY OF NEVADA

EASTERN OFFICE  
572 BULLITT BUILDING, PHILADELPHIA, PA.

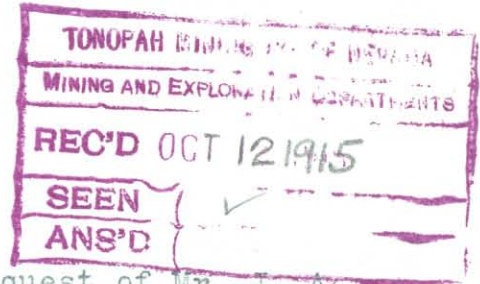
PLEASE ADDRESS ALL COMMUNICATIONS  
TO THE COMPANY, TONOPAH, NEVADA

TONOPAH, NEVADA,

October 7, 1915.

Mr. J. E. Spurr, Vice-Pres.,  
571 Bullitt Building,  
Philadelphia, Pa.

Dear Sir:-



On September 29, 1915, at the request of Mr. J. A. Harvey, I visited the Hibbs property in the vicinity of Lida.

Mr. Harvey said nothing about the caved condition of the property so I only had a chance to look at about 100 feet of outcrop.

Four samples of vein material near the surface gave the following results:-

No. 1	- 3.5 ft.	.....	\$14.40;
" 2	- 1.0 "	included in No.1...	10.90;
" 3	- 5.0 "	.....	4.72;
" 4	-10.0 "	chippings from hard	
		outcrop	16.50.

These values are mostly in gold, the highest silver being 2.6 oz.

Mr. J. R. Hibbs says that his deepest work is 130 ft. below the surface, and that the vein continues at a width of 8 ft. and that the values are as high as the surface values given above; that the vein is nearly vertical. He also says that he has worked on the vein northwest of where the croppings show signs of pinching.

Mr. Hibbs and associates are putting up a small two stamp mill two miles below the prospect, and propose taking what elevation they can and glory-holing the croppings.

They are without means with which to open up the caved shaft.

I believe that they would entertain the 60-40% proposition customary with our company, and they would be pleased to have you visit the property on your next trip.

It will probably be difficult to make a surface examination after the snow season begins as the property has an elevation of about 8000 feet.

J. E. Spurr, Oct. 7/15, #2.

There are three claims surveyed (not patented) with two others that can be included in their acreage.

I think it is a promising looking prospect.

Yours truly,

*W. H. Blackburn*

Superintendent.

WHB/A



*Referred to  
Mr. Spurr for reply*

File

(1)

Goldfield Nev. June 29, 1916

Agreement between J. R. Hibbe, Dan M. Trepp,  
Al. Henicke, and A. P. Beckett, parties of the  
first part, and the Tonopah Mining Company of  
Nevada, party of the second part.

Whereas  
The parties of the first part are the owners of  
or are in legal possession of certain mineral  
claims, to wit: Lyle, ~~Dale~~, Tays, Gibbs and  
~~Southern~~ mineral claims; also the water rights to  
Pocahontas and Deer Springs; also the mill  
sites, one situated below and about a mile from the  
aforesaid mineral claims, and the other situated  
at Pocahontas Spring; all of which property  
aforesaid being situated on the north slope of the  
Palmer mountains, Esmeralda County,  
Nevada; all of said property being held by  
the parties of the first part by virtue of a certain  
option given to them by C. T. Spencer, and held in  
escrow by the John D. Cook Bank in Goldfield  
Nevada.

In accordance with the above the parties of  
the first part jointly and severally do agree  
to give the party of the second part an option  
to purchase all of above property for the total



price of sixty thousand dollars (\$60,000) and (2)  
on receipt of the above purchase price in full  
they agree to deliver to the party of the second  
part a full, complete, and unincumbered title  
to the same.

The terms of payment to be as follows:

1. On or before <sup>(\$6000)</sup> July 2, 1916, a first payment of  
six hundred dollars, to apply to the purchase price.

2. On or before August 1, 1916, a payment of ~~eight~~ <sup>five</sup> hundred  
(\$800) dollars

3. On or before Sept 1, 1916, a payment of eight hundred dollars (\$800)

4. On or before Dec 1, 1916, a payment of ten thousand  
dollars (~~8~~ <sup>8</sup> ~~10,000~~) eight thousand, one hundred dollars,  
(\$8100).

5. On or before a date three months after Dec 1, 1916,  
a payment of ten thousand dollars (\$10,000); and  
each three months ~~there~~ after this payment No. 4,  
a similar payment of ten thousand dollars  
(\$10,000), till the total of all payments made shall  
have reached the sum of sixty thousand dollars  
(\$60,000.)

It is hereby agreed by both parties that  
the parties of the first part shall have the right  
to mine, mill, and ship ore and bullion  
under this agreement up to Dec 1, 1916, the milling  
to be at the present capacity of two stamps, and  
the shipments not ~~to~~ to exceed the amount of  
50 tons of ore per month; and that after Dec 1, 1916,  
and up till the final payment by the party

(3)

of the first part, the parties of the second part shall have the right to smelt as above, but not to ship ore.

I am agreement thereto the parties of the first part have herewith affixed their respective signatures; and the party of the second part has duly executed and signed the agreement, and affixed its corporate seal, same having been duly authorized by the board of directors.

Parties of the first part

J. R. Hibbs  
Dane M. Trepp.  
Ed Heinecke  
by Dane M. Trepp, his  
attorney in fact,  
A. P. Becken