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item 6

HERMON R. COOKE
ROY W. STODDARD

BRANCH OFFICE
TONOPAH, NEVADA

COOKE & STODDARD

ATTORNEYS AND COUNSELORS AT LAW
304-312 FARMERS & MERCHANTS NATIONAL BANK BUILDING
RENO, NEVADA

January 4, 1929.

Noble H. Getchell, Esq.,
Battle Mountain, Nev.

Dear Mr. Getchell:

Re: Vencill Estate.

After you and young True were in the office yesterday, we found in the safe a letter dated March 31, 1928, addressed to H. U. Castle at Elko, listing 198,500 shares of Dan Tucker stock in the name of True Vencill, and 201,500 shares in your name with instructions to Castle to hold same in escrow. This letter was to be signed apparently, by you and Vencill. Vencill signed but the line for the other signature was left blank. The stock was deposited with the letter in our safe, presumably awaiting your signature on the letter to Castle. Also is the Minute book of the Dan Tucker Mining Company here. It was found with the other papers. These appear to be organization Minutes as they do not come down to a date later than long about 1925. The escrow instruction letter to Castle provided that the stock was to be held by him until April, 1930. The escrow is stated to be for the purpose of protecting the market on the stock. Of course with Vencill passing out before the transaction was consummated, legally puts an end to it and the stock belonging to you is undoubtedly deliverable to you, and the stock belonging to Vencill is deliverable to the estate. At all events that seems to be the situation as I view it. I found nothing in regard to the notes of the Dan Tucker Company to you. I am going to have a further search made and it is barely possible that the notes are here, though I rather doubt it because the transaction that Mr. Stoddard handled for True in regard to the escrow did not necessarily call for any action in regard to the notes at all. But I thought you would want to know about my finding the stock and the Minute book. Your stock and the Minute book are subject to your order.

Yours very truly,

COOKE & STODDARD

By H. R. Cooke
2.

HRC:VF

Jan. 6, 1939

Mr. Ira B. Joralemon
315 Montgomery street
San Francisco, California

Upon the receipt of your letter of 5th inst. I have discussed the matter of the Ian Tucker title with Mr. Thatcher and also the underlying optioners.

Mr. Thatcher, I gathered, was of the opinion that although the abstract firm (Washoe Title & Abstract Company) did show that this title was in order it would not in any way affect Mr. Getchell's claim, and, that he could bring suit to assert his right, with a very good chance of winning the same.

While the original optioners guaranteed to deliver a clear title by the option granted Cole and myself. They take the position that the title is clear and, therefore, do not feel that they are required to produce an abstract to this effect. They also point out that regardless of the findings of the abstract company it would not in any way affect Mr Getchell's position. It does not appear, therefore, possible to get them to pay for the cost of the Washoe Title & Abstract Co's abstract.

There is a possibility that we can persuade the original optioners to bring suit to quiet this title. I suggested this to Mr. Thatcher and he thought that this would cost more than what would be required to pay Mr. Getchell's claim.

Mr. Cole and I take the position that we have sold you our right, title, and interest in this certain

contract and that we did not guarantee the title in any way. Therefore, we do not see or believe that it is fair to ask us to pay for this abstract. We do not see why we are in position that would require us to settle this point with the original optioners.

Inasmuch as Mr. Thatcher points out that an abstract by the Washoe Title Abstract Co., even if it finds the title in order, (that is in the hands of the original optioners) does not clarify the title sufficiently but what he would still have to pass upon it; I believe that you should pay for the cost of this abstract and then, if necessary, force the underlying optioners to bring suit to quiet title.

Please do not misunderstand Mr. Cole and my position in this matter as we wish to help you and will do so in every possible way, we are open to any suggestion that you may care to offer.

I was sorry to learn of your family's illness and hope that they are well by this time.

Very sincerely yours,

J. Benj. Parker, Mgr.

JBPmgr/rf
cc:WC

Fallon, Nev.
Dec 29th, 1938.

Mr. J. Benj Parker,
233 E. Plaza St.,
Reno, Nev.

Dear Ben:-

I had a conference with Eil Cann and have the following information regarding Getchell.

About 1925 Getchell bought a $\frac{1}{4}$ interest in the Dan Tucker claims from one of the owners and had the deed recorded. Then Getchell and Carl Dodge made some mutual agreement with the other owners and sunk the Getchell shaft. About 1926 they abandoned the operation. About 1927 January Jones acquired the Dan Tucker group and started operations. He got a deed to the Dan Tucker group and had it recorded at that time. In 1937 Jones failed to pay him men and the property became involved with labor leins and on July 17th a deed to the property was given to the present owners by the District Court.

At the time of the court action on the labor leins Mr. Cann had a conversation with Carl Dodge and advised him that if he and Getchell wanted to pay up the leins they could have the property. Cann says that Dodge refused to have any thing to do with the matter as he said that the property was not worth any thing.

After Jones took the property Getchell and Dodge failed to assert their title or possession by failing to to the assessment work, or filing the proof of labor, or in any other manner. Mr. Cann says that the Statutes of Limitations would prevent Getchell or ~~Carl~~ Dodge from having any claim. The notice of the legal action regarding the leins was published according to the law, and that they ~~he~~ were therefore legally notified, and made no attempt to protect or assert their title.

Cann says that he would be pleased to have Joralemon throw up the deal, and that he is not afraid of the title or Getchell.

(2)

I am rather undecided as to what action to take in the matter of Joralemon postponing his payments to us. I am not in favor of writing him any letter that would alter our contract with him.

As I see the matter it is up to the owners to produce a salable deed to the property to be delivered to Joralemon, and therefore Joralemon should confer directly with the owners.

You know that Thatcher is attorney for Getchell and Dodge, and also attorney for Joralemon. I don't see how this will work out. There is no doubt about Getchell trying to break our deal, and on the other hand if Joralemon wants the property he will have to take such action to protect himself. It must be remembered that the Summit King was located as a placer claim, and now the present owners have relocated it as a lode claim, and their ownership as a lode claim is unquestionable. If Getchell did have any interest it could be only as a placer, and the ground could not be held as a placer claim.

I will be pleased to have your ideas and reaction in the matter, and feel that we can work out something that will not alter our contract with Joralemon.

Awaiting further developments, I am,

Sincerely yours,

Walter B. Cole.

P.S.

Jor has not written Doc about the above

C

Sept. 25, 1939

Mr. C. G. White, Ass't. Cashier
First National Bank
Bellingham, Washington

Dear Mr. White:

RE/SAND SPRINGS MINING CLAIMS

There is nothing new to report regarding the situation at Sand Springs. We are going to have the Offer situation satisfactorily terminated within a short while. During the meantime the Summit King Mining Co. has reached the 500 ft. level in the shaft. While the shaft is not in ore they expect to drift on the hanging wall and pick it up. They have announced the letting of a contract for a mill and expect it to be in operation shortly after the first of the year.

If anything of interest develops regarding your mining claims, I shall keep you advised.

Thanking you for your letter and cooperation, I am,

Sincerely yours,

J. Benj. Parker

JBPmgr/p

protect our interests, even if it requires court action to do so. Before doing this, however, I wanted you to know the facts and I can assure you that we will give serious consideration to any suggestions that you may care to make.

Our feeling in the matter is that Mort is trying to create a situation among his own associates that will compel them or us to buy out his individual interest at a discount for cash, in fact he has said as much.

The Summit King has sunk the Dan Tucker shaft to almost the 500 foot level and the general outlook is very favorable.

Plans are almost completed for a reduction plant at the mine.

We are sorry you are unable to come down to help straighten this situation out, however, we will do the best we can and will keep you informed of the details.

Yours very sincerely,

J. Benj. Parker

JBPmgr/p

Dec. 31, 1938

Mr. Ira B. Joralemon
315 Montgomery street
San Francisco, California

Dear Sir:

RE/IAN TUCKER TITLE

We have taken the matter of the title up with the underlying owners, also have discussed it with Senator Getchell and Mr. L.L. Leonard, the original locator. The facts, as deducted from this investigation, show that Senator Getchell bought an option on ~~buying~~ a one-half interest from two parties. These parties purchased their one-half interest from Mr. L.L. Leonard in 1925. Neither of these parties or Mr. Getchell completed the terms of the escrow agreement and the escrow was returned to Mr. Leonard.

Later, about 1927, Mr. Leonard deeded the the United Goldfields the Dan Tucker group. In 1937 the property was sold at sheriff's sale to quiet labor liens and the redemption period on this sale was July 17th, 1938, at which time the district court gave a deed to the present owners. This proceeding seems to be entirely along legal lines. ~~RE~~

Mr. Eli Cann, attorney for the underlying owners, says: "That he is not afraid of the title or Mr. Getchell."

The best advice that we are able to get indicates that the title is in order. Mr. Cole and I have discussed the matter of a letter approving a postponement of the payment due us January 5, 1939. We feel that there is sufficient time to arrive at a conclusion regarding the title between now and January 5th and in view of these circumstances do not feel that such a letter is warranted at this time.

Sincerely yours,

JBPmgr/p

.....
J. Benj. Parker, Mgr.

Jan. 3, 1939

Mr. Ira B. Joralemon
315 Montgomery Street
San Francisco, California

Dear Mr. Joralemon:

RE/DAN TUCKER TITLE

Answering your telegram of the 3rd inst. I have discussed the matter of Mr. N. H. Getchell's claim with Mr. Thatcher and he told me that he would furnish me with a list of points that he felt should be cleared up regarding the title. Also, that he would give me this list tomorrow afternoon and at that time we will go over these points in detail and have all the information possible for you when you arrive on the 6th.

I would like to make a suggestion that before any decision is to be reached by you that you have an independent legal opinion regarding this title.

Sincerely yours,

.....
J. Benj. Parker, Mgr.

JBPmgr/p

315 Montgomery street
San Francisco, California
Jan. 5, 1939

Dear Mr Parker:

After receipt of your letter of Jan. 3rd I have talked with Mr. Thatcher on the telephone and he says that in view of the uncertainty regarding the Dan Tucker title he thinks the only safe plan will be to have a complete abstract made by an independent investigator. He suggests the Washoe Title Abstract Co. and was going to talk with you regarding this.

In view of the fact that the optionors guaranteed to deliver clear title and the fact that preliminary examination indicates a question as to the title, it seems clear that the title abstract should be paid for by the optionors and not be me. As the original optionors guaranteed to deliver clear title to you and Mr. Cole, it seems to me that they should be the ones to pay for the abstract, although this is a matter for you and them to settle.

I hope that this procedure can be followed and that the title can be cleared without great delay or expense.

I think this proceeding is in line with your suggestion of Jan. 3rd that an independent legal opinion should be obtained.

My visit to Nevada has been delayed through illness in my family, but I hope to be able to come to Reno on Jan. 9th.

Yours very truly,

SIGNED:

Ira B. Joralemon

IBJ:AO'C

cc:RB

Van. of.

IRA B. JORALEMON
315 MONTGOMERY STREET
SAN FRANCISCO

Dec. 28, 1938

Mr. J. Benjamin Parker
and
Mr. Walter B. Cole

Gentlemen,

I am informed by Mr. Thatcher that Senator Getchell claims that he has an interest in the Dan Tucker group as he was never served in the foreclosure of the lien case. This should be straightened out before we make further payments to you or undertake to do more extensive development. I suggest that you take this matter up with the underlying owners at once so that I may know more about it when I come to Nevada about January 6th.

Until this is adjusted it certainly is not fair for me to make the payment of \$200 due to you on January 5th. I should appreciate a letter from you approving a postponement of this payment until the question as to title is decided.

Yours very truly,

Ira B. Joralemon

cc: North
GT

DAN TUCKER MINING COMPANY

NEVADA STATE LIFE BLDG.

RENO, NEVADA

Nov, 24th, 1925.

Dear Getch;-

Enclosed you will find a copy of the list of your stock that I have placed in the safty deposit box.

Nothing new except those Dougals Bros that have the lead mine near Mina are trying hard to make deal with some one, and I understand they have some live prospects however I think it is a good idea for Luetjens to look it over in the next few days then we will wire you what he thinks about it.

Revsbech came in yestardy and I have asked him about the Panic claim. He says he ownees two thinds interest in it, and that he wants to sell all his holdings at Sand Springs. I have asked him to submit a proposition on this one claim, but I do not know what he will do. I would not be very much supirised if he tries to hold us up.

Sincerely,

True Vencill

Certificate No.

Number of shares

5	Issued in name of N. H. Getchell	3000
8		100
9		150
10		250
11		250
12		250
13		1000
14		1000
15		2500
16		3000
17		10000
18		10000
19		10000
20		10000
21		10000
22		10000
23		10000
24		10000
25		10000
26		10000

27	N. H. Getchell
28	"

#45000
45000

Fallon, Nev.
Sept 4th, 1939.

Dear Ben:-

Just had a talk with Percy about the Cooke- Thatcher matter, in which Cooke was unable to contact Thatcher.

I advised Percy that their taking the deed was contrary to their contract with us, and that this action pre-dated the time of the payments to us to the time ~~the deed~~ they recieved the deed from the owners. I asked him if they would consider putting the deed in escrow with our contract and an assignment, and he said he could not answer this. I also informed him that ~~he~~ they had no actual assignment from us, and he agreed. He told me that the letter given to Cann was written by Thatcher. I told him we thought this was Thatchers work, and that it was an admittance of an irregularity of on their part. I told him that we could not understand why they did not live up to the contract, and he said that Thatcher was looking after these matters, and he did not understand why Thatcher was not following the terms of the contract.

Percy said that he would get in touch with Thatcher and try and clear up the situation at an early date. I told him that we were anxious to know about the details at once so that we could make a decision as to the proper course to take to protect out interests.

I believe that in view of the fact that they are going to spend in the neighborhood of \$150,000.00 for the mill and power plant in the name of the Summit King Mines Ltd that there ~~isnt~~ any intention on their part to avoid paying us \$13,000.00. Percy may get some action and pay us up in the near future. To date I have not received the Sept payment, and if I receive it tomorrow I will hold it untill I hear from you about advisibility of accepting it.

Offer has not made his appearence as yet.

Sincerely yours,

Walter B. Cole

NOTICE

The undersigned Walter B. Cole of Fallon, Nevada, and J. Benj Parker of Reno, Nevada, on Oct 20th 1938 secured a lease and option to purchase the Dan Tucker, Tramp, Tecoma, Summit King, May Day, and Sun Flower unpatented lode mining claims located in the Sand Springs Mining District, Churchill County, Nevada, from the owners Fred Tailleur, Emile Tailleur, Richard Kemp, and Eli Cann, and this said lease and option expires on April 20th, 1940.

Under the terms of this said lease and option the above mentioned owners have reserved an area on the Dan Tucker claim six hundred feet by six hundred feet the center of which is the Dan Tucker shaft, for a period of six months or from Oct 20th 1938 to April 20th 1939,

The above mentioned owners are therefore responsible for all materials, supplies, labor, damages or debts of any nature whatsoever that may be bought, contracted for or incurred by them or any person or persons whomsoever in the conduct of any operation, mining or otherwise, on the above mentioned reserved area during the above mentioned period of reservation; and therefore the undersigned or their assigns are not responsible for any materials, supplies, labor, damages or debts of any nature whatsoever that may be bought, contracted, or incurred by the above mentioned owners or any person or persons whomsoever in connection with any operation, mining or otherwise, on the said reserved area during the period of reservation as above set forth.

The undersigned does hereby give notice to WHOM IT MAY CONCERN that all their rights, title, and interest in and to the above mentioned lease and option to purchase the above mentioned claims have been assigned to Ira B. Joralemon, and that the said undersigned parties are not responsible for any materials, supplies, labor, damages or debts of any nature whatsoever that may be contracted for or incurred against the above mentioned property by the said Ira B. Joralemon his assigns or any person or persons ~~whomsoever~~ whomsoever during the ~~whole~~ life of the above mentioned lease and option.

Posted on Property

Nov th th 12th 13th 1938

Signed

Walter B. Cole
J. Benj Parker

This is to certify that I, WALTER B. COLE, of Fallon, Nevada, do swear that I posted two (2) exact copies of this NOTICE on the above described Lode Mining Claims, one on the 12th of November, and one on the 13th day of November. A.D. 1938

Walter B. Cole

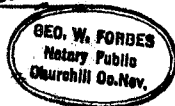
Subscribed and sworn to before me

this 15th day of November, A.D. 1938

John V. Forbes

My commission expires

August 18. 1942



CHAS. C. COOK
GENERAL AGENT
DEPT. OF AGRICULTURE

John J. [illegible]

2000

[illegible]

இரண்டாம்

for record
Filed at the Request of
Walter B. Cole
Nov. 15, 1938
20 min. 40 sec. 4 o'clock P.M.
Recorded in Book 15 of
Misc. Page 23
Records of Garfield County, Nev.
Della Wickland
Recorder

VERIFIED

\$ 1,50

NOTES

SUMMIT KING MINES, LIMITED

BOX 632

FALLON, NEVADA

July 1st, 1939.

Mr. J. Benj. Parker,
233 East Plaza,
Reno, Nevada.

Dear Sir:

Enclosed herewith please find our cheque for \$100.00 covering the option payment due today. Mr. Cole's cheque has been mailed directly to him here at Fallon.

Will you kindly sign three copies of the enclosed under 'Received' and return same to us.

Thanking you, we are,

Very truly yours,
SUMMIT KING MINES, LIMITED,

Percy G. Dobson
Percy G. Dobson,
Manager

PGD*D

RECEIVED

Idaho, Nev.

May 22-39

Dear Ben:-

Our assays averaged \$6 58 for the 50 feet or ~~\$147~~ lower than those Andy and I took on the 160' level. The 100 and 60' levels did not show any values, so it is decidedly a long shot. Percy is awaiting Jorammon's decision on the matter.

I have learned that Rudy is trying to make a deal with Reersback. What about it?

Let me know what kind of a deal Andy gets on the property. The D & F is getting bigger and better with depth. 4' of Hg. in shaft now.

Sincerely,

Walter B. Cole

May 26, 1939

VIA AIRMAIL

Mr. C. G. White
C/O First National Bank
Box 16
Bellingham, Washington

Dear Sir:

Negotiations which we have been conducting with Mr. Ira B. Joralemon and associates on the group of claims in the Sand Springs Mining District, lying to the west of the DAN TUCKER mine, appear to be coming to a head.

The proposal made to Mr. Joralemon under most recent date, a copy of which is enclosed at the request of Mr. M.J. Revsbech, and which was accepted by him will enlighten you on the recent developments of the proposed sale. Enclosed also you will find a penciled note addressed to you by Revsbech.

We presume that Revsbech has kept you informed fully in all these matter. However, if such is not the case, we are enclosing copies of various instruments and documents pertaining to the transaction in event these have not been shown you.

In connection with the above, if there is any further information that you may desire please do not hesitate to write me.

We feel encouraged with results accomplished so far and believe something beneficial to all of us will come of it.

Yours very truly,

J. Benj. Parker, manager

JBPMgr/p

August 19, 1939

Mr. Walter B. Cole
Overland Hotel
Fallon, Nevada

Dear Walt;

Regarding our contract with Joralemon I talked with Cook today and asked him whether or not Joralemon could proceed to transact business with the underlying owners, business that pertains to the title. In other words, could the underlying owners give the SUMMIT KING MING CO. a deed and would it be complete without our signatures. It is Cook's opinion that they could not do this. He says we sit in a very favorable position and can reasonably expect to get our payment any time they decide to anticipate the underlying owners payment.

He says, however, that we have been negligent in not having the contracts placed in escrow as per the agreement. I explained to him that Thathher had requested that this be delayed because of the condition of the title and he says that while that is probably sufficient still we would be in a better if we could get a written expression from Thathher or Joralemon. Inasmuch as the contract is to be assigned to the Summit King Mg. Co. and as Percy is Manager I was thinking that you might ask Percy to give us such a letter.

I have heard nothing new and no word from White.

I have in prospect a deposit of some 15,000,000 tons est. samples of which run from \$3.50 to \$4.50. The owner would like to have us visit the property with the thought of handling it for him. I believe it would be worthwhile for us to do this some time about the last of next or the beginning of the following week. If you will let me know what two days will be convenient, I will go over with you. I should notify him about four or five days in advance.

Sincerely yours,

JBF/p

July 12, 1939

Mr. Walter B. Cole
Overland Hotel
Fallon, Nevada

Dear Walter:

Thanks for the commission and I told Rudy & Hank about theirs.

Hank and I have discussed the matter of creating a pot for handling Dan Tucker and allied expenses. When you come we will discuss it with you.

Received a letter from Mudd and he wants to know what our findings were. I have written him regarding this. Today, I have received no samples from him.

Engberg and Newman have been out of town. Mort Reevesbech has been in town and I have been trying to get them together, so far without any success. Mort is in "line" again and says he is sorry he didn't let them visit the property but as he didn't know who they were he thought his actions were justified.

No word from Martin yet.

Rudy was telling me about the new ore on the Dan Tucker and it certainly sounds good.

I ran two samples for Mort R. and they carried about .44 gold and 114.0 oz. silver. He says they are the result of dressing up some new faces there. I also talked with Fred Lujens and he tells me that he took 260 samples on Mort's ground, got an average of \$5.80 on the old price, and samples were taken from the outcrop of the 600ft. shaft.

With kindest regards,

Sincerely,

JBPMgr/p

Fallon, Nev.
Aug 1st, 1939.

Mr. J. Benj Parker,
233 E. Plaza St.,
Reno, Nev.

Dear Ben:-

Joralemon was here and called me down to the office for a conference. His story is this. They want to get the title straightened up and that the owners are not willing to stand any of the cost of litigation. Joralemon made them an offer to make all the payments now on the basis of a 15 or 10 % discount. He says that he has settled with Getchell on this basis, and that the owners are giving this matter their favorable consideration. He would like to know if we would consider such a proposition. He says that if this can be done they will straighten up the title and start mill building at once. He also says that since the values are decreasing with depth, they feel that it will only make a small mine.

I told them that I would talk it over with you, and that I would come in tomorrow to meet Joralemon at about five oclock. I am writing this letter to advise you in the event I do not come in.

As I look at it this discount would amount to \$760.00 on date of Oct 20th 1939. This amount would pay our income tax and leave a balance in our favor. After due consideration I do not feel that I can afford to take this discount, and if I do not come in you can tell Joralemon that. I have a hunch that this will also be your decision.

We talked about the west end ground, and this sharpshooter Offer, who sneaked into the mine with Dick Kemp. They are in the air about it, I told them if they wanted the claims they should make us a counter offer, and that I would do what I could to help them make a deal. They fell for it and warmed up to the subject. Frankly the ore shoot on the west is not extra promising, and it is swinging to the N. W. which would make it apex on the Tacoma claim, if it does extend to the west. There is a 4 foot vein in the shaft at 365 feet, but it does not carry mill values. On the East the vein is from 12 to 15 feet in width and \$20.00 value.

I would favor trying to make a deal with them on these claims if we can get together on a satisfactory basis.

I will be in if something does not come up to change my plans.

Sincerely yours,

Walter B Cole.

CHANGES IN CONTRACT

- Par. V. Lessors agree to have lease assigned to Ira B. Jorealemon: Other assignment to be only by their consent.
- Par. VIII. No stoping until first payment, save as provided in sub-lease to leassors in Par. XVIII below.
- Par. IX. No ore to be shipped until after first payment, save for ore shipped under sub-lease as provided below in Par. XVIII.
- Par. XI. If lessors claim that there has been any violation of any of the terms of this lease, they shall give written notice of such violation, stating in particular what the violation has been. And lessees shall be given thirty days from the date of this notice within which to make good this violation. Failing such correction, the lease shall, at the option of said lessors, expire.
- Par. XII. The lessors hereby agree to make and maintain all levels at least 100 feet apart on the incline of the vein, at least until the first payment has been made to the lessors.
- Par. XVI. Include escrow provision:
Add
- Par. XVIII. This is an option to purchase and not a contract to purchase and lessees may abandon the lease and option at any time without liability, save for labor and materials already contracted for by them.

Par. XVIII. As an added consideration, lessors are hereby given by lessees a sub-lease on that portion of the Dan Tucker claim within 200 feet of the surface measured down the incline of any vein or veins that outcrop in this claim, said sub-lease to be on the following terms:

- A. The sublease shall expire six months from the date of this contract.
- B. During the six months period lessors may mine and ship or mill any ore within the area covered by the lease.
- C. Lessors shall pay to lessees a 5% royalty on any ore on which net returns, after the freight and smelting charges, are \$20.00 per ton or less, said royalty increasing by 1% for each \$2.50 increase in net returns until a maximum of 15% is reached.
- D. No action of said lessors, in their capacity as sub-lessees, shall be termed a violation of the main lease and option.
- E. Lessors, as sub-lessees, shall carry all industrial and other insurance required by law and shall post and record notices of holding lessees not liable for any obligations incurred by said sub-lessees.

Flaggon, Nev.
Oct 24-38

Mr. J. Benj. Parker
235 E Plaza St.
Reno Nev.

Dear Ben:-

On the 21st I located the apex claim South of the Summit King and one placer claim North of the Summit King, in your and my names. These claims protect the property on the East end.

I find that the vein system is about four miles in length, and that there are open claims on both the East and West ends. Morton Reversbeck owns five claims joining the Dan Tucker from which he has shipped considerable surface ore to Dayton and the Utah smelters. Not bad from the surface. As soon as you come out with the agency papers he will sign with us. Also he ~~will~~ has located every open showing on the vein system on both the East & West ends and will cet us in on the

(2) locations so we will have something to sell direct. In ~~the~~ fact we will have the entire vein system tied up except 3 claims owned by Cal Beeghly who has promised me that he will give us the first chance on his group.

After going over the ground in a preliminary manner I find that the showings all along are very favorable from a geological standpoint, and Revesbee says that it will assay at the favorable points for over three miles. This makes it a proposition large enough for one of the major operating companies, and I think we should not hesitate to get busy in rounding it up and make an effort to interest strong financial parties.

Please have the agency papers with you when you come out next time and be prepared to go over the new ground with Revesbee and I.

Sincerely,

Walter B. Cole

over.

3 P.S. After we are sure of the locations
we might interest Greenan with
us in perfecting the title or some other
deal. He should get busy while the
weather is good

HBC.

NOTICE

The undersigned Walter B. Cole of Fallon, Nevada, and J. Benj Parker of Reno, Nevada, on Oct 20th 1938 secured a lease and option to purchase the Dan Tucker, Tramp, Tecoma, Summit King, May Day, and Sun Flower unpatented lode mining claims located in the Sand Springs Mining District, Churchill County, Nevada, from the owners Fred Tailleur, Emile Tailleur, Richard Kemp, and Eli Cann, and this said lease and option expires on April 20th, 1940.

Under the terms of this said lease and option the above mentioned owners have reserved an area on the Dan Tucker claim six hundred feet by six hundred feet the center of which is the Dan Tucker shaft, for a period of six months or from Oct 20th 1938 to April 20th 1939,

The above mentioned owners are therefore responsible for all materials, supplies, labor, damages or debts of any nature whatsoever that may be bought, contracted for or incurred by them or any person or persons whomsoever in the conduct of any operation, mining or otherwise, on the above mentioned reserved area during the above mentioned period of reservation; and therefore the undersigned or their assigns are not responsible for any materials, supplies, labor, damages or debts of any nature whatsoever that may be bought, contracted, or incurred by the above mentioned owners or any person or persons whomsoever in connection with any operation, mining or otherwise, on the said reserved area during the period of reservation as above set forth.

The undersigned does hereby give notice to WHOM IT MAY CONCERN that all their rights, title, and interest in and to the above mentioned lease and option to purchase the above mentioned claims have been assigned to Ira B. Joralemon, and that the said undersigned parties are not responsible for any materials, supplies, labor, damages or debts of any nature whatsoever that may be contracted for or incurred against the above mentioned property by the said Ira B. Joralemon his assigns or any person or persons ~~whomsoever~~ during the ~~whole~~ life of the above mentioned lease and option.

Posted on Property

Nov 1938

Signed _____

S A L E S A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of November, A.D. 1938, by and between L. L. Leonard of Reno, Nevada, here-and-after, known as the First Party, and Walter B. Cole of Fallon, Nevada, J. Benj. Parker of Reno, Nevada, here-and-after known as the Second Party.

WHEREAS, the First Party owns, or has power of attorney, to sell a certain mining claims located in the SAND SPRINGS MINING DISTRICT, CHURCHILL, COUNTY, NEVADA, and farther described as follows:

And WHEREAS, the First Party wishes to sell the above described group of mining claims, and

WHEREAS, the Second Party wishes to act as SOLE SELLING AGENT for the First Party, it is therefore agreed as follows;

FIRST, That the selling price of these claims shall be not less than fifteen thousand dollars (\$15,000.00).

SECOND, that the Second Party is to receive a ten percent commission (10%) for making a sale on this group of mining claims when the selling price is fifteen thousand dollars (\$15,000.00)

THIRD, in the event the claims are sold for any amount above fifteen thousand dollars (\$15,000.00) such an amount is to be divided as follows:

Fifty percent (50%) to the First Party and
fifty percent (50%) to the Second Party.

FOURTH, this agreement shall be binding on the parties, their heirs or their assigns for a period of one year.

WITNESS:

SIGNED;

Party of First Part

Party of Second Part

Party of Second Part

October 7, 1938

Mr. Walter Cole
Overland Hotel
Fallon, Nevada

Dear Friend Walter;

Your letter quoting Jorelemen received.
My impression is that we are in a very favorable position.

I never gave Dobson any impression that \$35,000 would swing the deal. I did tell him, however, that I thought that in order to get a one year's extension of time that you may have granted the Tallierboys an increase from 30 to \$35,000 and I made it very clear to Mr. Dobson that I was not sure that you had done that. Therefore, this \$35,000 that Jorelemen mentions is based for you and me.

Sincer Jorelemen did not mention the contract for sinking the shaft, it is my belief that he will concede this, and that the probable deal will be 35 to \$40,000 for the property with a contract for sinking the shaft and a ride for ten percent instead of the 20% that we asked.

If I go to Ely Sunday I will be in Fallon about 9:30 a.m. or ten.

Sincerely yours,

J. Benj. Parker, Mgr.
NEVADA MINERAL LABORATORIES

JBPmgr/p

ELI CANN
ATTORNEY AT LAW
FALLON, NEVADA

Nov. 17 1938.

Mr. J. Benj. Parker,
233 E Plaza St.,
Reno, Nevada.

Dear Mr. Parker: Your records will show that on Oct. 22 1938 you issued an assay certificate to Tailleux & Kemp for a Dan Tucker Shipment, Custom Lot #C-15, Sept. 27 1938. Gold .20 Silver 8.00.

The return from the Fairview Mill did not give returns in accordance with this certificate.

The last time you were in my office, I understood you to say this mill return would be settled in accordance with your assay. So far I have heard nothing from this matter. If you have heard anything regarding this settlement, please let me hear from you.

Very truly yours,

Eli Cann.



Nov. 18, 1938

Mr. Eli Cann, Attorney-at-Law
Fallon, Nevada

Dear Mr. Cann;

RE/ORE SHIPMENT

It is a fact that I issued an assay certificate to Tailluer & Kemp, custom lot, C-15.

Please be advised that I have no connection whatever with the Fairview mill, and the sample that I assayed was given me by Mr. Tailluer. You will readily understand that I could not assure you that they would settle on my assay. My advice would be that you take the matter up directly with the Fairview mill; showing them the certificate of assay that I made, and if you present your case strong enough they may make a resettlement in accordance with my certificate. However, I do not know this to be a fact.

If you wish me to take this matter up with Mr. Siaai or Mr. Davy here in town for you, or if there is any other way I may be of assistance, please feel free to call on me.

Sincerely yours,

.....
J. Benj. Parker, Mgr.

JBPmgr/p

Dec. 21, 1938

Mr. Walter Cole
Overland Hotel
Fallon, Nevada

Dear Friend Walter;

RE/HARDBOILED HAT

Mr. Herz tells me he thinks it's in his brother's car and that he will get it as soon as the brother came to town. I will keep right after him until I get it for you.

Regarding Menzel's desired commission, I told Rudie I would do nothing until we could all get together on a favorable basis. I mentioned the possibility of a lease on Beeghley's ground and why he was (Rudie) trying to get it and he says; "That Joralemon would not grant any leases." So you can make your own deduction.

About getting Rudie & Hank busynge bringing in some outside parties, Rudie says; "that he will do this just as soon as we furnish him with maps, report, Etc"

I trust that everything is going along o.k. and that Dobson has seen the West End by this time.

The Herz deal is still in the air, however, Mr. Herz went out and took some samples of what he says is the large veing. One sample supposed to come from the bottom of the shaft shows considerable sulphides, assayed about \$7.00 gold & silver and seemed to be a lime bed. This assay was supposed to cross fifty feet. Assay of the vein shows about \$12.00. Will keep you posted on how this turns out.

With the season's most Sincere Good Wishes,

Yours, truly,

.....
J. Benj. Parker, Mgr.

jpb/p

UNITED STATES SMELTING REFINING AND MINING COMPANY
NEWHOUSE BUILDING
SALT LAKE CITY, UTAH

December 19, 1938

Mr. Walter B. Cole
Fallon, Nevada

Dear Mr. Cole:

We have your letter of the 16th addressed to Mr. Woolley, who happens to be out of town.

We note that you have taken over two properties on the Dan Tucker vein system. By the way, just who is the Bralorne Mine Company? Are they actively developing the property? It seems to me I saw something in one of the papers with respect to this operation.

Kindly give me all the information you can with respect to this company and the development done on what is known as the Dan Tucker vein system, with an idea as to the values that have been obtained in development, the width of the veins, the amount of development, etc., which will give us a picture of the situation.

We can then transmit it to our Exploration Department for consideration.

Very truly yours,

W. H. Eardley

W. H. Eardley
Manager Midvale Plant

WHE:ec

cc: Mr. Hunt

Feb. 15, 1939

Mr. Walter B. Cole
Overland Hotel
Fallon, Nevada

Dear Friend Walter:

Mr. Whitson called on me today and left an outline of the proposition he wants and said he would call on you within a few days.

I am mailing the two Dan Tucker prints as you asked and also a hand sketch made by Mr. Nash of his claims which are located near Gerlach.

Mr. Nash says that he is very well acquainted with the mine conditions at Gerlach and has had the Mt. View claims under option at one time. While he controlled the claims the Bradley interests sampled them and over a width of some forty feet they averaged better than \$10.00 in gold. These samples were all taken on the outcrop, later, Mr. Durkin leased the Mt. View #1, 2, 3, & 4. to Mr. Donner and Mr. Swank. These leasers have shipped considerable ore to Salt Lake smelters which averaged about \$20.00. The other day the Burm-Ball Company made a contract with leasers for these four claims at a price of \$150,000 and I believe \$25,000 was paid in cash.

Mr. Nash controls the Doubtful #2, 3, 4, & 5 also the Nancy Pat and the N.P. #2. He believes that this vein or deposit extends into the Nancy Pat deposit as shown by the map and while there hasn't been very much work done on the Nancy Pat he says the vein is from 40 to 100 ft. wide, hangingwall lime, then schist, then a quartz vein and the footwall side, rhyolite.

His deal is very favorable. He asks \$15,000 for the group on a bond and lease and will pay us a 20% commission. Mr. Nash also states that the country to the north is open for location and that this deposit

can be traced for two miles to the north.

I have talked with a number of people who have visited these claims and they all agree that this is a big deposit of about \$8.00 to \$10.00 rock.

Mr. Dobson may know of the property as I understand that Mr. Carlisle made a report on it at one time.

It is my belief that we should investigate this thing at the first opportunity.

Sincerely yours,

J. Benj. Parker, Mgr.

JBPmgr/p

NEVADA MINERAL LABORATORIES

J. BENJ. PARKER & SON

COMPLETE ORE ANALYSIS

METALLURGISTS :: ASSAYERS :: ENGINEERS

LABORATORIES:

FLOTATION
CYANIDATION
CONCENTRATION
AMALGAMATION

233 EAST PLAZA STREET II PHONE RENO 21001

RENO, NEVADA

May 24, 1939.

Mr. M. P. Revsbach,
c/o Overland Hotel,
Fallon, Nevada.

Dear Mort:--

After due deliberation with Mr. Joralempn's attorney in Reno the past few days, we have made him a proposition on the 16 claims lying west of the Dan Tucker. If he will accept our proposition you and your associates will receive \$24,300.00 as follows:

\$1,000.00 cash when final papers are signed.
400.00 per months for eight months.
6,700.00 March 1st. 1940
6,700.00 September 1st, 1940
6,700.00 March 1st, 1941.

This covers 100% interest in and to the following Mining Claims owned by you and your associates:-

High Diddle Diddle
N. R. A. or Blue Eagle
Double Ender #1 and #2
Twilight #1, #2, #3 and #4.

Mr. Joralemon is on his way up North and wants us to wire him at Vancouver, so if the above terms meet with your approval, please sign copy of the enclosed letter and return same to us immediately, so that there will be no unnecessary delay. Regards, In haste, Yours truly,

J. Benj. Parker

H. E. Loufek.

Accepted.

M. P. Revsbach

K/K.

IRA B. JORALEMON
315 MONTGOMERY STREET
SAN FRANCISCO

May 22, 1939

Mr. J. Benj. Parker
Nevada Mineral Laboratories
Reno, Nevada

Dear Mr. Parker,

Answering your letter of May 19th the question as to who has power to deal on the claims west of the Dan Tucker is so involved that I do not know just how to proceed with it. The fact that we have only a few inches of ore in the west drift makes it out of the question for us to take an option on any of these properties at a high price, and may make it impossible for us to take the ground at all. The simplest way would be for you to make a new agreement with Revsbech and also with White under which you would recognize our present option from Revsbech, obtaining a commission from him if your agreement with him entitles you to this and then making us a definite proposition on the other claims to the west.

Mr. Dobson is going to look over the claims with your map. If he finds any serious discrepancies he will let you know. Unless the corners and location notices make the position of the claims as shown absolutely clear I would not feel justified in signing the map before it is recorded, as this would make us parties to a question on which we would not be certain.

When I last talked with you I gained the impression that you would want to ask a high purchase price for the claims to the west. We would not consider a price out of line with our present Revsbech option, and if you have others who would be interested at a higher price you can of course be free to deal with them as far as we are concerned.

Yours very truly,

Ira B. Joralemon

IBJ:AO'C

cc: PGD

T & W

Vancouver office

*Outline spec & make agreement
ask if he
would make price.*

White

*White to
Reno Wash. Revsbech
Bellingham.*

 IRA B. JORALEMON

815 MONTGOMERY STREET

SAN FRANCISCO

May 13, 1939

Mr. J. Benj. Parker
Nevada Mineral Laboratory
Reno, Nevada

Dear Mr. Parker,

I have received your letter of May 11th with various papers regarding claims west of the Dan Tucker.

There are so many uncertain legal points brought up by these papers that I cannot give any answer for the present. As soon as I can get further data I shall be glad to let you know.

Yours very truly,

IBJ:AO'C

cc: Vancouver office & GT

Ira B. Joralemon

May 12, 1939

Mr. Ira B. Joralemon
315 Montgomery street
San Francisco, California

Dear Mr. Joralemon:

As you know we made a preliminary survey map on the claims lying west of the DAN TUCKER and due to the fact that there were a number of very important monuments missing and a number that are apparently out of their proper relationship one with another; also that these monuments that are in place show that there is a possibility of a number of fractional claims. As you may have noted, these irregularities make a very confusing matter which I have endeavored to clarify.

Enclosed herewith you will find a copy of a map which I have prepared and which includes everything of interest. As you will note, I have had this map approved by Morton Revsbech, C. G. White, Ed Owens, per M. J. Revsbech, Hank Loufek, Walter Cole, and myself. If this map meets with your approval I will have it recorded, which recording should be sufficient to clear up any uncertainties as to title or location, at least until it is opportune to make a complete amended location survey.

You will note that Mr. Revsbech has signed this map for Ed Owens which covers the matter of the NRA fraction. It now appears that Mr. Owens has also given Morton Revsbech complete power of attorney. This automatically places the entire group under our control.

Inasmuch as the boys have now picked up the ore in the west drift, and as we have held this property open for you for quite a while at considerable expense,

(Mr. Ira B. Joralemon, May 19/39)

P-5-

also, since an agreement has been reached regarding the property lines and title, I feel that some definite action should be taken by you between now and the 1st of June at which time if no agreement has been reached, I shall feel free to consider other applications for these claims.

Very sincerely yours,

J. Benj. Parker, Mgr.

JBPmgr/p

August 16, 1939

Mr. C. G. White
First National Bank
Bellingham, Washington

Dear Mr. White;

Your letter of August 10, 1939 has been received and we have carefully noted the contents.

We are sorry that Mr. Mort Revsbech has not kept you fully informed regarding the Sand Springs property as there have been a number of interesting developments since my letter of May 26, 1939.

The Summit King Mining Company has been steadily developing the Dan Tucker and now have the shaft down some 400 feet. Mr. Ira B. Joralemon called on me a few days ago and informed me that development in the shaft has been discouraging because the ore values were decreasing with depth. However, my personal opinion leads me to believe that development of the property as a whole has been very encouraging.

Our efforts with the Bralorne people have been continuous and at this time we have a proposal with them. We have, however, been handicapped to some extent with all our negotiations owing to Mr. Revsbech's attitude in not giving us proper cooperation as for example his making a contract with Mr. Joralemon covering his (Revsbech's) portion of the property at Sand Springs. This contract was not at all in line with what our original agreement had been. Mr. Joralemon later notified us that he had cancelled this agreement with Revsbech.

In July, we brought interested parties to visit the ground and Mr. Revsbech informed them that the ground had been leased and was not for sale. After this disagreement we talked with Mr. Revsbech and thought he was willing to work with us.

We have just received a letter from Mr. Revsbech informing us that he is making a contract with a Mr. Offer. You can readily understand that if Mr. Revsbech holds to this position there is going to be considerable trouble.

I would like to take this occasion to make our position in regards to your property very clear. At the time we interested the Bralorne Company in this district we held a lease and option on their present holdings. We talked with Mr. Revsbech about the general situation in camp and he was in agreement with us that if we could induce them to come into the district and develop the Dan Tucker property all the adjoining property would increase in value. We then made a contract with Mr. Revsbech, after agreeing to take a substantially lower price for the Dan Tucker property and the spirit of this contract was that he would work with us in selling the entire group, if and when the adjoining Dan Tucker property proved its merit. Naturally, I would very much like to follow the spirit of the original understanding in order that we may all get the best possible price for our holdings.

Of course, I do not recognize any contracts that Mr. Revsbech has made since he made the assignment to us. Nevertheless, this is a situation in which we are all interested and which I believe can be readily clarified by working together.

We have made an arrangement similar to yours on the group of claims lying to the east of the Dan Tucker and have sold them to the Bralorne people. Aside from our dealing with the Bralorne people we have equally substantial parties who would be interested in the Sand Springs property.

We would like very much to have an expression from you covering your thought in the matter and would like also to know whether or not you cared to work with my associates and myself. I personally feel that it may be very much to your advantage if you could find time to run down here for a short while. You could then get a personal view of the situation and I believe iron out many of the difficulties now confronting us.

Yours very sincerely,

J. Benj. Parker, Mgr.

JBPmgr/p

May 11, 1939

Mr. Ira B. Joralemon
315 Montgomery Street
San Francisco, California

My dear Mr. Joralemon:

After extensive study of the records at Fallon (Churchill County seat) we have assembled data relative to the status of the claims on the west end of the Dan Tucker, and, in anticipation of your visit on Friday had Mr. M. P. Revsbech in Reno for two days.

In addition to the enclosed data Mr. Revsbech also advises me that Mr. Carpenter made a bill of sale to him for the interest that he controlled, and that he, Revsbech, in turn sent the bill to Mr. C. G. White. Mr. J. W. Schnitzins, now deceased, made a bill of sale to Revsbech on his ground which has been recorded.

Mr. Edward Owen appears as owner of the NRA or Blue Eagle claim and he in turn made a bill of sale to Mr. C. G. White, for this property.

It appears to me, therefore, that Mr. White and Mr. Revsbech either own or control all claims in this group with the exception of the eight controlled by Loufek, Cole, and myself. We do not feel that we should write Mr. White until such a time as you have given us the figure Mr. White offered these claims to you for.

Thorough examination of these records convinces us that Mr. White has given Mr. Revsbech full power to deal for this group and that Mr. Revsbech in turn, has made a legal sales agreement with us covering the same group of claims.

After careful investigation we do not find any record wherein White's power of attorney to Revsbech has ever been revoked. We pointed out this fact to Mr. Revsbech and he agrees to work with us in such a manner as I believe to fully clear the title.

For obvious reasons you should come to some conclusion in this matter in the earliest possible time.

Sincerely yours,

J. Benj. Parker

SYNOPSIS OF TITLE

ON

DAN TUCKER GROUP OF CLAIMS AS SHOWN BY ABSTRACT
OF TITLE MADE BY GEORGE W. FORBES, LICENSED AB-
STRACTOR OF FALLON, NEVADA, DECEMBER, 1939.

The Dan Tucker group of claims consists of the Summit King Placer Claim, the Dan Tucker Lode Claim, the Sunflower lode claim, and the Tacoma Lode Claim.

The Dan Tucker lode claim was located on Dec. 15, 1909 by L.L. Leonard. This same claim was located (re-located) on March 2, 1915 by L.L. Leonard, C. W. Kinney, and C. M. Hoover, the Dan Tucker #1 lode claim.

The Summit King Lode claim was located December 11, 1910 by A. H. Corbell, an alien. On May 29, 1921 this same claim was located as an amended location for a placer claim by L.L. Leonard.

The Sunflower Lode Claim was located on December 17, 1910 by L.L. Leonard.

The Tacoma Lode Claim was located on December 6, 1910 by L.L. Leonard.

On February 9, 1925 C. M. Hoover and C. W. Kinney issued a deed to the Summit King, the Dan Tucker, the Sunflower, and the Tacoma lode claims to N.H. Getchell.

On July 11, 1935 L.L. Leonard issued a deed to the Dan Tucker, the Summit King, Tacoma, and Sun Flower lode claims to the United Goldfields company.

Prior to 1925 the Summit King placer claim, the Dan Tucker, Sun Flower, and Tacoma lode claims were held and the records of the assessment work or proof of labor was filed by L.L. Leonard.

No proof of labor was recorded on the Dan Tucker #1 Lode Claim after it was recorded.

A deed to the Dan Tucker, the Summit King, Tacoma, and Sun Flower Lode Claims was issued by the district court of Churchill County, Nevada and Jim Smith, sheriff of said

county, on July 17, 1938, ~~xxxx~~ to Fred Tailleir, E. E. Tailleir, Richard Kemp, and Eli Cann on claims (labor-liens).

An amended location claiming lode rights on the Summit King Placer Claim was made by Fred Tailleir, E.E. Tailleir, Richard Kemp, and Eli Cann in December 1938.

In so far as the possessor's title to the Dan Tucker #1 was not maintained according to the law regarding possessory right to mining claims, there is a question whether the deed to the Dan Tucker group by C. W. Kinney and C. M. Hoover to N.H. Getchell has any legal standing. There is also a question as to the legal status of the possessory title to the Dan Tucker lode claim because of the conflict on record between the Dan Tucker lode claim and the Dan Tucker #1 lode claim. Further, C. M. Hoover and C. W. Kinney had no authority to issue a title to the Dan Tucker, the Tacoma, Sun Flower, and the Summit King lode claims as there is nothing on record to show that they ever had any interest in the above said claims.

THIS INDENTURE, made and entered into this 11th day of September, 1939, by and between WALTER B. COLE of Fallon, Nevada, and J. BENJAMIN PARKER of Reno, Nevada, parties of the first part, and SUMMIT KING MINES LIMITED, a corporation under the laws of British Columbia, party of the second part;

W I T N E S S E T H:

That the parties of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, do hereby grant, sell, convey, assign, remise, release and forever quit claim unto the party of the second part, its successors and assigns, all and every right, title and interest which they, or either of them, have, claim or assert of, in or to the

Dan Tucker (sometimes known and called
Dan Tucker No. 1), Tacoma, May Day,
Summit King, Sun Flower and Tramp

lode mining claims, and all amendments or amended locations thereof, all situate in the Sand Springs Mining District, Churchill County, Nevada. For further description, reference is made to the location certificate and/or amended location certificates of record in the office of the County Recorder of Churchill County, Nevada. It is the intent of all their right, title and interest in the parties of the first part hereto to convey the mining land, lode and/or placer, covered by said locations and which are known to the parties hereto under whatever name claimed or designated, or under whatever right the same are held or owned or claimed.

The parties of the first part do hereby convey, assign and set over unto the party of the second part all and every right, claim and interest which they, or either of them, have under and by virtue of a certain lease made the 20th day of October, 1938, by and between Fred Tailleur, Emile E. Tailleur, Richard Kemp and Eli Cann as lessors, and Walter B. Cole of Fallon, Nevada and J. Benjamin Parker of Reno, Nevada, lessees, and of all amendments or agreements amendatory or supplemental to said agreement dated October 20, 1938 hereinbefore described and referred to.

Said parties of the first part do hereby acknowledge that they, and each of them, and all parties holding by, under or through either of them, have been paid in full all sums and considerations which they, or either of them, are entitled to receive under and by virtue of a certain agreement of lease and option dated the 4th day of November, 1938 by and between Walter B. Cole of Fallon, Nevada and J. Benjamin Parker of Reno, Nevada, parties of the first part, and Ira B. Joralemon of San Francisco, California, party of the second part, and agreements amendatory and supplemental thereto, all of which appear of record in Miscellaneous Records, page 91, et seq., Records of Churchill County, Nevada, said agreement of lease and option and the agreement amendatory and supplemental thereto having heretofore been assigned and set over by said Ira B. Joralemon to the party of the second part hereto.

Together with all the dips, spurs and angles and also all the metals, gold and silver bearing quartz, rock and earth therein; and all the rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and also all and singular the

tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances and privileges thereto incident, unto the said party of the second part, its successors and assigns, forever, free and clear of encumbrance placed thereon by the parties of the first part.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands the day and year first hereinabove written.

Walter B Cole
J Benjamin Parker

STATE OF NEVADA,)
COUNTY OF CHURCHILL.) SS.:

On this 12th day of September, 1939, personally appeared before me, a notary public in and for the county and state aforesaid, WALTER B. COLE, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Wm Woodburn Jr
Notary Public

STATE OF NEVADA,)
COUNTY OF WASHOE.) SS.:

On this 12th day of September, 1939, personally appeared before me, a notary public in and for the county and state aforesaid, J. BENJAMIN PARKER, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Wm Woodburn Jr
Notary Public

34.81
189
31329
278.48
3181
6479 09

April 5, 1939

Mr. Walter B. Cole
Overland Hotel
Fallon, Nevada

Dear Friend Walter:

Enclosed you will find the copy of the contract you mentioned.
I hope you've had better luck this time.

The assays we took are as follows:

Bottom of cut, 18 in. wide check the sample
you took..... Gold .20 Silver 37.4

No. 2 sample, hanging wall above No. 1.
Gold .08 4.0 silver

No. 3, taken from the quartz streak in the
stope about 6 in. wide, Gold .40 Silver 36.0

No. 4, 2 ft. in the footwall of No. 1,
Gold .88 Silver 22.8

These assays taken in conjunction with the two you took
would indicate that we have about three and a half feet that
will average about \$26.00 and it is quite probable that we
have five feet in addition that will run about \$10.00.

With kind regards,

Yours,

Mr. C. G. White

Dear Mr. White:

Your letter of August 10/39 has been received and we have carefully note the contents.

We are sorry that Mr. Mort Revsbech has not keep you fully informed regarding the Sand Springs property as there have been a number of interesting developments since my letter of May 26, 1939.

The Summit King Mining Company has been steadily developing the Dan Tucker and now have the shaft down some 400 feet. Mr. Ira B. Joralemon called on me a few days ago and informed me that development in the shaft has been discouraging because the ore values were decreasing with depth. However, my personal opinion leads me to believe that ~~the~~ development of the property as a whole has been very encouraging.

Our efforts with the Bralorne people have been continuous and at this time we have a proposal with them. We have, however, been handicapped to some extent with all our negotiations owing to the attitude of Mr. Revsbech in not giving us the proper cooperation as for example his making a contract with Mr. Joralemon covering his (Revsbech's) portion of the property at Sand Springs and this contract was not at all in line with what our original agreement had been. Mr. Joralemon later notified us that he had canceled this agreement with Revsbech.

In July, we brought interested parties to visit the ground and Mr. Revsbech informed them that the ground had ~~not~~ been leased and was not for sale. After this disagreement we talked with Mr. Revsbech and thought that he was willing to work with us.

We have just received a letter from Mr. Revsbech informing us that he is making a contract with a Mr. Offer. You can readily understand that if Mr. Revsbech holds to this position there is going to be considerable trouble.

Aside from our dealing with the Bralorne people we have equally substantial parties who would be interes in the Sand Springs property.

I would like to take this occasion to make our position in regards to your property very clear. At the time we interested the Bralorne Company in this district we held a lease and option on their present holdings. We talked ~~about~~ with Mr. Revsbech about the general situation in camp and he was in agreement with us that if we could induce them to come into the district and develop the Dan Tucker property all the adjoining property would increase in value. We then made a

contract with Mr. Revsbech, after agreeing to take a substantially lower price for the Dan Tucker property and the spirit of this contract was that he would work with us in selling the entire group, if and when the adjoining Dan Tucker property proved its merit. Naturally, I would very much like to follow the spirit of the original understanding in order that we may all get the best possible price for our holdings.

Of course, I do not recognize any contracts that Mr. Revsbech has made since he made the assignment to us. Nevertheless, this is a situation in which we are all interested and which I believe can be readily clarified by working together.

We would like very much to have an expression from you covering your thought in the matter and would like also to know whether or not you cared to work with my associates and myself. I personally feel that it ~~may~~ may be very much to your advantage if you could find time to run down here for a short while. You could then get a personal view of the situation and I believe iron out many of the difficulties now confronting us.

Yours very truly,