MABEL MINE SERIES
LEASES: STEIN LEASE 1939 - 41
1950 ROYSTON MNG CO.

254

31

Item 117

31 . 4 86

4840 0921 formerly

4840 0117

see also 4840 0117, 0911, 0912, 0913, 0914, 0915, 0916, 0917, 0918, 0919, 0920, 0921, 0922, 0924, 0925, and 0926

October 18, 1939. Mr. Loyd Wilson, Hawthorne, Nevada. Dear Loyd: Enclosed you will find 3 copies of Notice of Non Liability to be posted at the Mabel Mine in locations described in the attached affidavit form. Also enclosed you will find one copy of the Notice with affidavit form attached. This latter is to be, as you know, sworn to before a Notary Public and placed on record, the recorded document to be returned to this office. Mr. Stein was in yesterday and stated he was prepared to go to work with a few leasers at once, hence the hurry to get these Notices etc to you so as to have them taken care of before any men go down the shaft. We will prepare the lease soon and send on

to you, made out in both your name and that of L. E. Stein, which we suppose to be the way you want it. If you have any additional ideas about drawing up

With kindest regards,

the lease we would be glad to hear about them.

Very truly yours,

HDB:B

General Manager

## SHERIFF AND ASSESSOR

MINERAL COUNTY, STATE OF NEVADA

LOYD WILSON SHERIFF AND ASSESSOR

L. W. BERRUM, UNDERSHERIFF

october 24. I939.

Mr. F.C.Ninnis & H.D.Budelman. Tonopah, Nevada

Dear Friends:-

Inclosed find the Notice of Non-Liability and Affadavit of Posting, all recorded and taken care of.

due to the fact that I expect to be gone to the F.B.I.School for three or more months in the near future. I have taken up this matter with Mr.Stein, and it will be a matter of getting out an agreement between ourselves. In this way he will be able to proceed with any deal that may come up while I am away. He has some very good contacts and already has some parties interested that are bringing there Mining Engineer with them. I have pointed out all the possabilities that are in favor of sinking the shaft down to the thousand foot level with a couple drifts on different levels. He also has several men from Grass Valley that are taking leases, and intends to do work on the Five Fifty and Six Hundred foot levels.

By putting the lease and all agreements in his name it will save the time of sending the papers to the East for my signature. Of one thing I am pretty sure, Mr. Stien, is very honest and upright, altho he may some times work faster than his capital comes in, due to the fact that he takes peoplyes word or promises when they don't fullfil there obligations.

Thanking you for all past favors and if the papers are sent to Mr. Stien, he will look me up.

Yours very truly,

office office office of on October es described in original of posting

STATE OF NEVADA )

LCYD WILSON, being first duly sworn according to law, on oath says: That on October 1939, he posted on the mining premises described in the attached notice, three duplicate original signed copies of the said notice; said posting being at the following places:

One copy was posted on the Gallows Frame of the Mabel Shaft.

One copy was posted in the Engine Room.
was
One copy posted on the Cook House.

The said notices were posted in conspicuous places where they could be readily seen and examined.

Subscribed and sworn to before me this \_\_\_\_\_ day of October, 1939.

Notary Public
My Commission expires

#### NOTICE OF NON-LIABILITY

West End Consolidated Mines Corporation, is the owner of those certain mining claims known as and called MABEL NO. 1, MABEL NO. 2, MABEL NO. 3, MABEL NO.4, BOSTON NO. 1, BOSTON NO. 2, and MABEL NORTH, situated in the Carfield Mining District, Mineral County, Nevdda, upon which premises this notice is posted.

NOTICE IS FURTHER GIVEN that a portion of said mining premises are held under lease from said above company to L.E.STEIN and LOYD WILSON, dated October 17,1939, together with certain buildings, improvements and equipment connected therewith.

owner, of said mining claims or premises, or any part thereof, will not be responsible for any mining or development work, or liable for any labor furnished or materials or supplies used, or to be used therein or thereon, and the undersigned or said mining claims or premises will not be responsible for any labor, material or supplies which may hereafter be performed, furnished or used, upon, in or about said premises, or any part or portion thereof, either by the said L.E. Stein andLoyd Wilson or any of their employees, or by their sub-leasers or their employees.

Dated October 17,1939.

WEST FND CONSOLIDATED MINES CORPORATION

General Manager

# L. E. STEIN & CO.

HAWTHORNE, NEVADA

Nov. 27th. 1939

West End Consolidated Mines Corp. Tonopah, Nevada.

Gentlemen:

Will you please add the name, Harry Anderson, to list of paid employees at Mable Lease, occupation, truck driver and general utility man.

Date of employment is, Nov. 27th. 1939.

Very truly yours

W.R. Inghram

STATE OF NEVADA COUNTY OF MINERAL )

LOYD WILSON, being first duly sworn according to law, on oath says: That on October 20 1939, he posted on the mining premises described in the attached notice, three duplicate original signed copies of the said notice; said posting being at the following places:

One copy was posted on the Gallows Frame of the Mabel Shaft.

> One copy was posted in the Engine Room. One copy posted on the Cook House.

The said notices were posted in conspicuous places where they could be readily seen and examined.

Subscribed and sworn to before me this 2016 day of October, 1939.

My Commission expires April 9,

#### NOTICE OF NON-LIABILITY

NOTICE IS HEREBY GIVEN that the undersigned, West End Consolidated Mines Corporation, is the owner of those certain mining claims known as and called MABEL NO. 1, MABEL NO. 2, MABEL NO. 3, MABEL NO.4, BOSTON NO. 1, BOSTON NO. 2, and MABEL NORTH, situated in the Garfield Mining District, Mineral County, Nevada, upon which premises this notice is posted.

NOTICE IS FURTHER GIVEN that the undersigned owner, of said mining claims or premises, or any part thereof, will not be responsible for any mining or development work, or liable for any labor furnished or materials or supplies used, or to be used therein or thereon, and the undersigned or said mining claims or premises will not be responsible for any labor, material or supplies which may hereafter be performed, furnished or used, upon, in or about said premises, or any part or portion thereof, either by the said L.E.Stein \*\*EXECUTATION\*\* Or any of their employees, or by their sub-leasers or their employees.

Dated October 17,1939.

WEST END CONSOLIDATED MINES CORPORATION

General Manager

Ap. P

Mabel Mine, Nevada.

We the undersigned, and each of us, agree that in consideration of our being allowed to visit a portion of the underground or surface workings of the Mabel Mine, in Garfield Mining District, Mineral County, Nevada, now being operated under lease by L. E. Stein and sublessees, and Gerald M. Smith and sub-lessees, hereby agree not to hold the West End Consolidated Mines Corporation, the owner of said property, or L. E. Stein or his sub-lessees, or Gerald M. Smith or his sub-lessees, in any way liable for accidental or other injury while in the Mabel Mine or on surface property known as the Mabel Mine.

Date Signed,

### SHERIFF AND ASSESSOR

MINERAL COUNTY, STATE OF NEVADA

LOYD WILSON SHERIFF AND ASSESSOR
L. W. BERRUM, UNDERSHERIFF

Nov.10,1939.

West End Consolidated Mines. Tonopah, Nevada.

Dear Fred & Herman: -

Inclosed find check for eighty (\$80.00) dollars handed to me by Mr. L.E.Stein, to apply as the deposit for Industrial Insurance.

Mr.Stein also mentioned something about the royalties being from fifteen to twenty percent. According to the copy of the agreement that I read it is the same old scale of royalties that I had. I was just wondering if there was some mis-understanding some place. There are several men working and also Mr.Stein has a number of people coming to look the property over with the view of sinking the shaft and taking over the entire mine.

Well I will let that matter stand between yourselves and Mr. Stein, as I only now what I was told by Mr.Stein.

Yours very truly,

Loyd Hilson

# L. E. STEIN & CO.

# HAWTHORNE, NEVADA

Hawthorne, Nevada November, 19th. 1939.

West End Consolidated Mines Corp. Tonopah, Nevada.

### Attention MR. H. D. BUDELMAN.

Gentlemen:

I wish to report that, I have leased that part of the Mable Mine between the Five hundred and Six hundred levels to, Joe. Romdoni and C.A. Caver, these lessees have one paid employee William Bofinger.

I have posted notices of Non-Liability at the mine covering their sub-lease and have had same recorded. Date of starting work on this lease was Nov. 7th. 1939.

Both of these men are, I think, are capable men, they have developed a nice body of ore on the Six Hundred and are now raising on it, when I was there today they had down about fifteen ton of very good ore.

Expect to put on another set of lessors from the Six hundred to Seven hundred level in the next few days, and will keep you informed as to names, conditions ect.

If you desire further or more detailed information please advise me and I will gladly furnish same.

Very truly yours,

L.E. Stein.

OFFICE OF

## SHERIFF AND ASSESSOR

MINERAL COUNTY, STATE OF NEVADA

LOYD WILSON SHERIFF AND ASSESSOR L. W. BERRUM, UNDERSHERIFF

HAWTHORNE, NEVADA

Dec. 27th, 1939.

Mr.Fred Ninnis Tonopah, Nevada;

Dear Fred:-

Mr. Stein told me you would write out the forms for sub-leases, if you had the names and terms of the subleasers on the Mabel Mine.

Inclosed find a check as deposit on Industrial Insurance for the leasers Joe Bednar and Victor Bednar, who want a lease from the 600 level to the 750 level or bottom.

The other boys are J.A.Rondoni, Joeph M.Rondoni and J.L. Carver. They have the 500 level to the 600 foot level.

Terms of the lease are as followes, 50 percent of the Smelter returns, that is they are to receive 70 percent of the check that comes from the West End Company

Fifty fifty on the Hoist Man, who is to be Mike Smith, and they in turn hire a miner in or on Smith's Lease. The leasers to pay half and Stein to pay half.

The leasers to pay there own Insurance, to be

deducted from the check by your company.

Fifty fifty on timber and Stein's truck to deliver it to the mine.

Fifty fifty on truck hauling of the ore and Stein's truck to haul it if the truck is available.

Stein to furnish Gas, Oil Powder, Fuse, Caps and Carbide for the Engines and Hot Head, unless they get to doing to much development work.

The lease to run the entire period of Mr. Stein's .

Trusting that you can figure out what this is all about, Iremain

We Wish you and your families a Very Happy and Prosperous New Year, Mr. Ninnis and Mr. Budleman.

Yours very truly,

Loyd Hilro

MAIN OFFICE 100 ISLAND AVENUE TELEPHONE 7103

#### MOTOR VEHICLE LOAN COMPANY

AUTOMOBILE AND FURNITURE LOANS
RENO, NEVADA

May 24th, 1940

West End Consolidated Mines Company, Tonopak. Nevada.

Gentlemen:

We are enclosing order from Mr. L.E. Stein, directing your Company to mail us \$37.50 on shipment #45, to apply on his account with us.

We trust you will let this amount come forward as soon as possible.

Yours very toly,

RBA/

# L. E. STEIN & CO.

HAWTHORNE, NEVADA

Dec.6th.1939

West End Consolidated Mines Corp. Tonopah, Nevada.

Gentlemen; -

#### Attention Mr. Budelman

As per Mr. Ninnis request, I am transmitting herewith Time Book of the Mable Lease.

In the future you will receive this information after the close of each month.

Trusting you will find this in order, I am,

Very truly yours

L.E.Stein

W.R. Ingh

ASSIGNMENT 1 2 For Ten (\$10) Dollars, and other valuable consideration, 3 receipt whereof is hereby acknowledged, I, the undersigned, L. E. Stein, do hereby sell, assign and set over unto R. G. Conan, 5 a full one-third (1/3) part and interest of all of my right, title and interest, in and to a certain contract, entered into by and between West End Consolidated Mines Corporation, as party of the first part and C. D. Terwilliger, as party of the second part. 8 dated February 16, 1940, memorandum of said contract reading as follows: 10 "Tonopah, Nevada 11 March 2, 1940 12 Messrs. Loyd Wilson, 13 L. E. Stein, 14 C. D. Terwilliger, Reno, Nevada. 15 Gentlemen: 16 This will acknowledge receipt of your joint letter 17 of February 17, 1940, reading as follows: 18 "You have entered into a contract with C. D. Terwilliger for the purchase of the Mabel Mine in the Gold Range Mining District, Nevada. In accordance with our agreement, we are to receive the difference between \$90,000.00 and \$135,000.00, the sales price paid to us pro-rata as the royalty payments 19 20 and purchase payments are made on the property. You are to pay Mr. Loyd Wilson one-third of the moneys as received, and one-third of the monies received to L. E. Stein, and one-third to C. D. Terwilliger or his nominees." 21 22 23 We hereby confirm the above subject to the following detail explanation of the arrangement as made verbally between us, at the conference held in Mr. Terwilliger's office in Reno on February 16, at which all interested parties were present. As we understand the arrangement as to commission is as follows: 25 1. The sales price on the property is \$135,000.00; \$90,000.00 to be retained by the West End Consolidated Mines Corporation, and \$45,000.00 to be paid to you as commission. 26 27 28 2. Royalties on ore mined and shipped after the date of the said agreement, February 16, 1940, will apply against the second and subsequent payments listed in said agreement. 29 30 3. No distribution is to be made to you on royalties received by this company until the first payment on the agreement is made in full. This first payment, of \$5,000.00, is due on or before August 16, 1940. When this said first payment has been made in full this company will immediately pay you your -1-

proportion of it (one third), and also your proportion of any royalties (one third) which have been received as applicable 1 against the second and subsequent payments; and will thereafter pay to you as received your proportion of any payments (one third) which may be made, up to the completion of terms of payment as provided in said agreement between this company, as party of the first part, and C. D. Terwilliger, as party of the second part, dated February 16, 1940. 2 3 4 5 Very truly yours, 6 WEST END CONSOLIDATED MINES CORPORATION 7 BY F. C. Ninnis President 8 (Seal) BY H. D. Budelman 9 Secretary Dated this 16th day of May, 1940 10 11 L. E. Stein 12 13 STATE OF NEVADA 14 SS COUNTY OF MINERAL 15 Before me, J. J. Connelly , a Notary Public in and for the County and State aforesaid, on this day personally appeared L. E. Stein, known to me to be the same person who signed the foregoing instrument, and acknowledged to me that he freely and voluntarily executed the same for the uses and pur-16 17 18 poses therein mentioned. 19 Given under my hand and seal of office this 16th day 20 of May, 1940. 21 My commission expires: 22 (Seal) J. J. Connelly 23 Notary Public 24 My Commission Expires 25 April 5, 1942 26 27 28 29 30 31

-2-

32

# L. E. STEIN & CO.

HAWTHORNE, NEVADA

Jan. 28th. 1940

West End Consolidated Mines Corp. Tonopah, Nevada

Attention Mr. Budelman

Gentlemen: -

Inclosed you will find Statement of Expenditures for Wages and Material on Mable Lease, from Nov.7th. to Dec.31st.1940.

There being no purchase of lumber for that period and the item Truck Exp. is for hauling supplies and the ore hauling.

Trusting this will give you the information you requested, I am,

Very truly yours,

L.E.Stein

By To. A. Ang hrave

Tonopah, Nevada, March 2, 1940.

Messrs. Loyd Wilson, L. E. Stein, C. D. Terwilliger, Reno, Nevada.

Gentlemen:

This will acknowledge receipt of your joint letter of February 17, 1940, reading as follows:

"You have entered into a contract with C. D. Terwilliger for the purchase of the Mabel Mine in the Gold Range Mining District, Nevada. In accordance with our agreement, we are to receive the difference between \$90,000.00 and \$135,000.00, the sales price paid to us pro-rata as the royalty payments and purchase payments are made on the property. You are to pay Mr. Loyd Wilson one-third of the moneys as received, and onethird of the monies received to L. E. Stein, and one-third to C. D. Terwilliger or his nominees."

We hereby confirm the above subject to the following detail explanation of the arrangement as made verbally between us, at the conference held in Mr. Terwilliger's office in Reno on February 16, at which all interested parties were present. As we understand the arrangement as to commission is as follows:

- 1. The sales price on the property is \$135,000.00; \$90,000.00 to be retained by the West End Consolidated Mines Corporation, and \$45,000.00 to be paid to you as commission.
- 2. Royalties on ore mined and shipped after the date of the said agreement, February 16, 1940, will apply against the second and subsequent payments listed in said agreement.
- 3. No distribution is to be made to you on royalties received by this company until the first payment on the agreement is made in full. This first payment, of \$5,000.00, is due on or before August 16, 1940. When this said first payment had been made in full this company will immediatedly pay you your proportion of it (one third), and also your proportion of any royalties (one third) which have been received as applicable against the second and subsequent payments; and will thereafter pay to you as received your proportion of any payments (one third) which may be made, up to the completion of terms of payment as provided in said agreement between this company, as party of the first part, and C. D. Terwilliger, as party of the second part, dated February 16, 1940.

Very truly yours,

WEST END CONSOLIDATED MINES CORPORATION

	BY	
(Seal)	ВУ	
	Secretary	

Billy Kroll brought the in - show how complicated there hours restures can get - and how public. Does he want our acknowledneut? I would say No Vo assair of ours

Complete copy of letter referred to in letter of West End Consolidated Mines Corporation to Messrs. Loyd Wilson, L. E. Stein and C. D. Terwilliger, dated March 2, 1940.

Reno, Nevada February 17, 1940.

West End Consolidated Mines Corp. Tonopah, Nevada.

You have entered into a contract with C. D. Terwilliger for the purchase of the Mabel Mine in the Gold Range Mkning District, Nevada. In accordance with our agreement, we are to receive the difference between \$90,000.00 and \$135,000.00, the sales price paid to us prorata as the royalty payments and purchase payments are made on the property. You are to pay Mr. Loyd Wilson on-third of the moneys as received, and one-third of the moneys received to L. E. Stein, and one-third of the moneys received to C. D. Terwilliger or his nominees.

Please confirm this arrangement

Yours truly.

L. E. Stein
,
C. D. Terwilliger

Reno, Nevada February 17, 1940

West End Consolidated Mines Corp. Tonopah, Nevada

You have entered into a contract with C. D. Terwilliger for the purchase of the Mabel Mine in the Gold Range Mining District, Nevada. In accordance with our agreement, we are to receive the difference between \$90,000.00 and \$135,000.00, the sales price paid to us pro-rata as the royalty payments and purchase payments are made on the property. You are to pay Mr. Lloyd Wilson one-third of the moneys as received, and one-third of the moneys received to L. E. Stein, and one-third to C. D. Terwilliger or his nominees.

Please confirm this arrangement.

Yours truly,

Coremillige

2 Cofie returned & LES & CXT. 5-1-

Industrial Insurance - Nov. 1939 to Feb. 1940, Incl.

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ASSIGNMENT
THESE PRESENTS:
or and in considerat:

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Five
Thousand (\$5000.00) Dollars loaned by the UNITED STATES
SMELTING REFINING AND MINING COMPANY TO THE UNDERSIGNED, C. D.
TERWILLIGER, of Reno, Nevada, said C. D. Terwilliger and LOYD
WILSON, of Hawthorne, Nevada, and L. E. STEIN, of Reno, Nevada,
by said C. D. Terwilliger, their attorney-in-fact, do hereby
sell, assign, transfer and setbover unto United States Smelting
Refining and Mining Company:

- \$1) All the interest of them, and any of them, in and to the net smelter returns from a car of ore now being loaded, from the Mabel Mine in Gold Range Mining District, Nevada, in Southern Pacific Car No. 88054, and to be shipped in the name of West End Consolidated Mines Corporation to United States

  Smelting Refining and Mining Company; and all the interest of them, and any of them, in and to any part or portion of the net smelter returns upon any future shipments of ores from the said Mabel Mine;
- (2) All the interest of them, and any of them, as commissions or otherwise, in and to any royalties already paid or hereafter to be paid under the provisions of the lease and option dated February 16, 1940, by and between West End Consolidated Mines Corporation and C. D. Terwilliger; and
- (3) All the interest of them, and any of them, as commissions or otherwise, in and to any part of the option payments made to West End Consolidated Mines Corporation under and pursuant to said lease and option agreement between said West End Consolidated Mines Corporation and C. D. Terwilliger.

The said interests of the undersigned parties in royalty or purchase money payments assigned herein have been fixed by werbal agreement, and confirmed by letter addressed to the undersigned under date of March 2, 1940, by West End

Consolidated Mines Corporation.

- 10 %

This assignment is given by way of security for the sum of Five Thousand (\$5000.00) Dollars loaned to C. D. Terwilliger by United States Smelting Refining and Mining Company of even date herewith.

IN WITNESS WHEREOF, C. D. Terwilliger has hereunto set his hand and Loyd Wilson and L. E. Stein have caused this instrument to be executed by C. D. Terwilliger, their Attorney-in-Fact, as of the 16th day of August, 1940.

Signed C. D. Terwilliger

LOYD WILSON

L. E. STEIN

By Signed (C. D. Terwilliger)
Attorney-in-Fact

West End Consolidated Mining Company Tonapaha, Nevada

Attention: Mr. Herman Budellman

Dear Herman:

Upon the visit of Mr. Nennis here, which ended in very cordial and mutual understanding between my principals, myself, and Mr. Nennis, I am happy to say "Amen".

I asked Mr. Nennis to speak to you in regards to a man who might consider contracting the two hundred foot shaft that may be available in Tonapaha, recommended by you. If such is possible, kindly advise me as soon as possible as the money for the shaft work is fast accumulating and we are about ready to make the drive down to the eight hundred.

At last these things have realy become a reality to me and I can readily see the carrying out of the undertaking on my part two years ago.

Herman, please give this immediate attention, whether or not you can facilitate this matter for me, as it would be a great help to know that someone that you would okay would be in charge of the contract sinking the shaft.

With kindest regards to yourself and your own.

Yours very truly,

Louis E. Stein

c/o A. E. Rogers
Boston Building
Salt Lake City, Utah

LES:mf

This around as LES. Telefhored me 4-16-41, and & tood him did not know of any me to fait on. The earl he and Mr. Roger mond be home after 232d

Industrial Insurance Statement, Stein-Wilson Lease, Mabel Mine, November 1939 to February 1940, Inclusive, as paid by West End Consolidated Mines Corporation.

Name	Payroll	Lease Rondoni	Lease Bednar
November 1939.			
Joe Rondoni, 17 days 4.00 J. A. Caver, 20 days 4.00 Wm. Bofinger, 20 days 5.50 Harry Anderson, 3 days 5.00 Total November	\$68.00 80.00 110.00 15.00	\$ 4.90 5.76 7.92 1.08 \$19.66	
December 1939.			
Joe Rondoni, 13 days 4.00 J. A. Caver, 14 days 4.00 Wm. Bofinger, 14 days 5.50 Harry Anderson, 29 days 5.00 Total December	54.00 58.00 77.00 145.00	3.89 4.18 5.54 10.44 \$24.04	
January 1940.			
Wm. Bofinger, 22 days @ 5.50 J. A. Caver, 25 days @ 4.00 Joe Rondoni, 12 days @ 4.00 Jack Rondoni, 23 days @ 4.00 Dick Clews, 6 days @ 5.50 Bert Murphy, 14 days @ 5.50 Harry Anderson, 26 days @ 5.00 Joe Bednar, 23½ days @ 4.00 Vic. Bednar, 23½ days @ 4.00 Total January	121.00 100.00 48.00 92.00 33.00 77.00 130.00 94.00 94.00	8.71 7.20 3.46 6.62 2.38 5.54 9.36	\$ 6.77 6.77 \$13.54
February 1940.			
Wm. Bofinger, 24 days @ 5.00 J. A. Caver, 26 days @ 4.00 Jack Rondoni, 24 days @ 4.00 J. E. Rondoni, 20 days @ 4.00 Bert Murphy, 26 days @ 6.00 John Waldis, 7 days @ 5.50 A. B. Campbell, 15 days @ 5.00 Joe Bednar, 22 days @ 4.00 Vic. Bednar, 22 days @ 4.00 Total February	120.00 104.00 96.00 80.00 156.00 38.50 75.00 88.00 88.00	8.64 7.49 6.91 5.76 11.23 2.77 5.40	6.34 6.33 \$12.67
Total for entire period		\$135.18	\$26.21

Note: Rate used is \$7.20 per \$100.00 of pay roll.

Mr. Herman Budleman West End Consolidated Mines Corporation Tonopah, Nevada

Dear Mr. Budleman:

I was reading in the Reno Gazette where the Royston Coalition, Ltd., has taken over the C.D.Terwilliger and L.E. Stein option on the Mabel Mine, through Mr. E.A. Rogers, the Secretary of the Royston Company;

Is there anything to the report that the Royston Mines or Company have levied an assessment of one cent on the stock of the company to finance the sinking of the Mabel shaft?

Mr. C.D. Terwilliger wired me a telegram guaranteeing Return of Assignment and Option payments of my interest in royalties in sixty days' time from August 16, 1940, so that any royalties due me on the second payment to the West End Consolidated Company will be paid to me, regardless of any deal with any other company.

Trusting to hear from you in the near

future, I am

Very truly yours,

LOYD WILSON

IN WITNESS WHEREOF, C. D. Terwilliger has hereunto set his hand and Loyd Wilson and L. E. Stein have caused this instrument to be executed by C. D. Tervilliger, their attorney-in-fact, as of the 16 day of August, 1940.

(C. D. Tervilliger)

LOYD WILSON Loya Wilson L. E. STRIN LE Sterie

maasomil utigow DESCRIPTION OF THE COLUMN CO.

E-WE-OWN TOAM

### CONFIRMATION

WHEREAS, under date of August 16, 1940, I sent to you the following wire:

"C. D. Terwilliger Hotel Utah

Confirming your wire of August Sixteenth wherein you personally guarantee return of assignment and option payments to me of all my interests in royalties and option payments by way of commissions or otherwise on lease and option of Mabel Mines I hereby appoint you as my attorney for me and in my name to execute the assignments of the above interest and security for loan from United States Smelter Refining and Mining Co. in the amount of \$5000 for a period of sixty days until such loan is paid;

and acting thereunder, you executed in my name and behalf the assignments therein referred to;

NOW, THEREFORE, I do by this instrument ratify and confirm all and every act and thing done by you as my said attorney pursuant to said telegraphic power.

STATE OF NEVADA

COUNTY OF

: 88.

On this 3rd day of Settler, 1940, personelly appeared before me LOYD WILSON, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

Residing at

My commission expires:

### ASSIGNMENT

#### KNOW ALL MEN BY THESE PRESENTS:

That for amin consideration of the sum of Five Thousand (\$5,000.00) Dollars loaned by UNITED STATES SMELTING REFINING AND MINING COMPANY to the undersigned, C. D. TERWILLIGER, of Reno, Nevada, said C. D. Terwilliger and LOYD WILSON, of Hawthorne, Nevada, and L. E. STEIN, of Reno, Nevada, by said C. D. Terwilliger, their attorney-in-fact, do hereby sell, assign, transfer and set over unto United States Smelting Refining and Mining Company:

- (1) All the interest of them, and any of them, in and to the net smelter returns from a car of ore now being loaded, from the Mabel Mine in Gold Range Mining District, Nevada, in Southern Pacific Car No. 88054, and to be shipped in the name of West End Consolidated Mines Corporation to United States Smelting Refining and Mining Company; and all the interest of them, and any of them, in and to any part or portion of the net smelter returns upon any future shipments of ores from the said Mabel Mine;
- (2) All the interest of them, and any of them, as commissions or otherwise, in and to any royalties already paid or hereafter to be paid under the provisions of the lease and option dated February 16, 1940, by and between West End Consolidated Mines Corporation and C. D. Terwilliger; and
- (3) All the interest of them, and any of them, as commissions or otherwise, in and to any part of the option payments made to West End Consolidated Mines Corporation under and pursuant to said lease and option agreement between said West End Consolidated Mines Corporation and C. D. Terwilliger.

The said interests of the undersigned parties in royalty or purchase money payments assigned herein have been fixed by verbal agreement, and confirmed by letter addressed to the undersigned under date of March 2, 1940, by West End Consolidated Mines Corporation.

This assignment is given by way of security for the sum of Five Thousand (\$5,000.00) Dollars loaned to C. D. Terwilliger by United States Smelting Refining and Mining Company of even date herewith.

### CONFIRMATION

WHEREAS, under date of August 15, 1940, I sent to you the following wire:

"C. D. Terwilliger Care Utah Hotel

I hereby appoint you as my attorney for me end in my name to execute an assignment of all my interests in royalties and option payments by way of commission or otherwise on lease and option on Mabel Mine to you as security for loan from United States Smelting Refining and Mining Company to you in the amount of Five Thousand Dollars;

and acting thereunder you executed in my name and behalf the assignments therein referred to;

NOW, THEREFORE, I do by this instrument ratify and confirm all and every act and thing done by you as my said attorney pursuant to said telegraphic power.

Dated this 26 day of august, 1940.

L. E. Stein

Witness

COUNTY OF Washre; SS.

On this 26 day of <u>August</u>, 1940, personally appeared before me L. E. STEIN, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Motary Public
Residing et Reus, nevada:

My commission expires:

Jan. 9-1942

The Prisident and Dealary reported that and of the agreement, me dated out 16,1940, Corning the mobil mine, had been unlived with believen the company, is puts of the first fait, and C. D. Turmthiga, a party of the second fait, and and a the Brand that they of At also Nod mode commission awayewent on the same with Logd bilen L.E. Alein and C. D. Hermelligan; Effic of said have and sole agreement, and commission arrangement are attached howto and mode a fait of the minute; and regretted affermal by this Brand of Dula of the act. The agreement and Comming arrangement that the fight before and the formal to complificate that the fight before and the formal to complificate the sound of the sound to the confliction of the sound to the sound t mamonty carried, it mas Resolved: That the Board of Dwelen terety ratifies and approves the acts of the Our when of the confrata in negotiating and deted Firt, 16, 19 40, believe the Capation and O. D. Termillizu; andring of the

and also appears the Commonion arrangement mode in the same wick Logd whom I. E. stein and C. D. Termillion; as being advantage Whe hast interest of the coppation and is Be it Furthe Resolut: That a copy of paid agreement and Commission arrangement to attented hat and mode a part of the menule. ran mod, in which he orded the company's formand to the company's lien & assign of intent in the the Suche grand to him & Exchegate Area Munic, since. unamend carried, it may Rosslord Resolution dent GXT.

Red 10-8-41 The Mayflower Company 414 BOSTON BUILDING SALT LAKE CITY, UTAH October 3, 1941 Mr. Herman Budelman c/o West End Mining Co. Tonopah, Nevada Dear Herman: Received your letter and it sound somewhat encouraging. Mr. Rogers is away on a convention held by the Presidents of the Bar Association of the United States in Indianapolis, Indiana. I look for him back about the 10th or 12th of this month, and just as soon as he returns, I shall wire you in reference to your presence here. My kindest regards, Louis E. Stein LES:LB

Salt Lake City, Utah, September 26, 1941.

Mr. Herman Budelman, Tonopah, Nevada.

Dear Herman:

I received a copy of your letter to Judge Rogers and I notice it mentions many of the important features -- mainly money.

I thought I would drop you a line and explain something to you - between you and me - that may be of mutual benefit to all concerned. The limited amount of money that has come into this company by the way of an assessment has been known to me and all of us, mainly yourself and your people, to be pitifully limited and other arrangements have to be made to finish this job.

I have discussed that with you on various occasions that is, the small amount of finances that is available for this
operation as far as the Royston Company is concerned. That
company was the medium of starting in with the very best of
sincerity on the part of its officers, and Mr. Rogers tried
his best to tell me that he did not think the Royston Company
could undertake this job. However, I hounded the man for three
weeks and prevailed on him to take over the property (the Mabel).

Now, as you know, conditions are changing over night and every day apparently is a different day, and what one undertakes to do today is all upset by conditions the next day, but just the same I am willing to do what I can to finish this job. BUT, in order to carry on, I must have some cooperations from yourself and Mr. Nennis mainly referring to payments on the property while the money for the operation is being raised. Every time a letter comes from Tonopah, it has a tendency to scare these little groups of people in this company in making them feel that they are driving to an impossible task to perform on their part.

Things are shaping up -- however, slow I agree -- but nevertheless I am endeavoring to do my utmost to raise the substantial amount around \$25,000. to finish this job.

From the time of my undertaking, from nearly three years ago, I have diligently endeavored to create a condition to finance putting that shaft down and doing the drift work.

Your last letter seemed to have created a condition in the mind of Judge Rogers and other directors that the warious demands dealing indirectly with simking that shaft, such as roofing and betterment on the machinery and other incidentals that run into dollars and cents, are bearing down on the little amount of money on hand in this company, making it look like the impossible to them.

As I told you, and am telling you in this letter, I know that the rest of the money necessary to finish this job is in the making and I can foresee a successful conclusion of this undertaking. BUT, I must have your cooperation to some extent and it is necessary that you arrive at some basis of cooperation that would eliminate any property payments until the development work has been finished.

We have some new prospects who are looking into the feature of further financing of this job, but apparently they are mining men like yourself and are adverse to taking hold of it with the property payments set forth in our contract to be continued while this development work is going on.

It means just this: I am not longer able to convince this little company, as well as their new associates, that these payments must be met.

Please give this your immediate attention and advise me if the elimination of the payments, during the course of development, is within the scope of possibility and in order for me to carry on any further in behalf of my undertaking at this time, I must have some consideration from you in regard to this matter.

Very truly yours,

LOUIS STEIN

Les Beni

November 5, 1939. Mr. L. E. Stein, Hawthorne, Nevada, Dear Mr. Stein: Please do not forget to send in your U. S. Smelting contract form; we are very anxious to compare terms with ours in the hope that we may be able to improve rates in the end, and before any shipments are made. When you send in the signed copy of lease form please send deposit in amount of \$80.00 as agreed. For the time being at least this will take care of the Industrial Insurance situation. Enclosed you will find two copies of Waiver of Injury forms to be signed by all visitors before they go underground. We regard the signing of this form as very important, both in the interest of you lessees and of this company, so please do not make any exceptions. We expect to be down and see you before long, so here's hoping you soon find plenty of ore, and high grade. Kindest regards to you and Loyd from Fred and myself. Very truly yours. HDB:B

October 17, 1939.

Mr. L. E. Stein, Hawthorne, Nevada.

Dear Mr. Stein:

The following terms for lease on a portion of the Mabel Mine of this company, to begin October 17, 1939 and to terminate November 1, 1940, are submitted for your approval and signature.

Beginning October 17, 1939 you are to have the privilege of working in the Mabel Mine, in that portion as described in the next succeeding paragraph, and this privilege to continue until November 1, 1940, unless sooner terminated by forfeiture or abandonment, subject to terms and conditions as stated herein below.

The area covered by this lease includes the total area of Mabel No. 1 and Mabel No. 4 claims, from the surface downward, with the exception of a block reserved for Gerald M. Smith, of Mina, Nevada, the said block being more particularly described as follows:

"The area covered by this lease begins at the point of intersection of West Drift 205 and Coordinate 4800 East; as shown on the working map of West End Consolidated Mines Corporation, a copy of which map is now on the mine property and available for your inspection; approximately 140 feet west of the main Mabel Mine Shaft; thence extending downward 50 feet below the floor of said 200 Level and vertically upward to surface, and extending westerly on the vein a maximum dustance of 500 feet beyond the present face of the said 200 Level west."

You are to have the right to sub-lease, all sub-leases to be governed by the same conditions as your general lease.

When a sub-lease is granted by you, you are to at once notify this company of that fact, and are to send in a description of the leased block, name of sub-leaser, date work is started, and terms of sub-lease. This data is essential in order that this company may be informed and later be enabled to correctly calculate ore settlements.

The West End Company will compute bullion tax for each lease and sub-lease, and will make deductions from shipments as made. In order that it may be enabled to correctly calculate bullion tax due you are required to send in to this office, as soon as possible after the end of each month, details of labor costs, supplies, timber etc, for each lease and sub-lease for the succeeding month.

You and your partners and employees, and your sub-lessees and their employees, must be fully protected under the Industrial

Insurance provided by the Nevada Industrial Commission of Nevada. You are to provide the West End Company, as soon as possible after the end of each month, and in no event later than the 10th of the succeeding month, with necessary pay-roll data, so that it will be enabled to make remittance to the Nevada Industrial Commission for said month. In order to protect the West End Consolidated Mines Corporation on such advances you, as lessee, and each of your sub-lessees as a separate lease, are required to post with this company a deposit of \$50.00. This deposit is to be made at the time of starting work, and any balance remaining at termination of your lease, or any of your sub-lessees lease, is to be returned to the respective leaser as soon as possible after business of the particular lease is completed.

Royalty to West End Consolidated Mines Corporation on any ore shipped to be as follows: 15% up to a gross value of \$20.00 per ton; 20% on ore over a gross value of \$20.00 per ton and up to \$100.00 per ton; 25% on ore over a gross value of \$100.00 per ton and up to \$150.00 per ton; and 30% on all ore of a gross value in excess of \$150.00 per ton.

The rate of royalty is based on the gross value of the ore but is calculated on the net returns from the smelter or mill, after deductinghauling, treatment costs, freight, and metallurgical losses.

At least 30 shifts per calendar month must be done in the mine. This provision is subject to circumstances beyond your control, such as exceptional snow, earthquakes, Acts of God and the like.

Main airways in the mine must not be filled and the shaft must be protected and kept in repair at all times. All work is to be done in a minerlike manner and well timbered when necessary.

All ore is to be shipped in name of West End Consolidated Mines Corporation, and the place where shipped to be approved by it before shipments are made. The company to make settlements to you, or as directed by you, just as soon as possible after receipt of settlement from mill or smelter.

It is understood that Gerald M. Smith has a lease on a portion of the mine, as described on page 1 herein, and that you and Mr. Smith are to cooperate in the use of the verious buildings and the equipment, and will participate in an equitable manner in the costs of hoisting, compressed air etc. It is distinctly understood that none but a capable licensed hoisting engineer shall operate the hoist.

In event the West End Company start operations on its own account, or in event of a sale of the property, which rights

3

are reserved at all times, it or the purchaser is to have first call on the machinery. However, the company will cooperate at all times on the joint use of the machinery. In case of a sale of the property you and your sub-lessees are to be allowed six months, provided your lease has more than that time yet to run to termination, in which to clean out ore in sight.

Buildings and machinery are to be kept in ordinary repair, and to be returned in as good condition as now, ordinary wear and tear alone excepted.

No visitors are to be allowed in the mine, or on the property, except that they sign waivers protecting this company against any accidental injury of any kind while in the mine or on the property. Forms for this purpose will be provided by the West End Company and after signature these forms are to be returned to the company office in Tonopah, Nevada.

No arrangements are provided in this lease to cover ore shipments to a local plant. Any details covering this class of shipments will be discussed when ore and mill are available, and be cared for in supplemental agreement.

Other provisions will be those customary in a mining lease, for the proper protection of lessor and lessee, and to comply with the laws of the State of Nevada. This is to include the immediate posting and recording of proper Notices of Non-liability on the past of the West End Consolidated Mines Corporation for any supplies, labor etc, purchased by you or any of your sub-lessees, or employees of either.

It is understood and agreed that the failure on the part of the lessee, or his sub-lessees, to comply with the provisions as set forth herein will be sufficient basis for the cancellation by the lessor, on 10 days written notice, of all pravileges given by this lease, at the discretion of the lessor.

This letter agreement is enclosed in duplicate. Please indicate your approval by signing one copy and returning to this office, retaining the other signed copy for your files.

Very truly yours,

WEST END CONSOLIDATED MINES CORPORATION

HDB:B General Manager LESSOR

Approved:

February 14, 1940.

Mr. Loyd Wilson, Hawthorne, Nevada.

Dear Loyd:

Mr. Stein called me on the telephone yesterday and during the course of the conversation he told me that his leasers were about ready to ship out two cars of ore. In making shipment please make sure that the numbers used are Lot 38 and Lot 39, put the name of the leasers on the bill of lading, and mark to sample at Utah Ore Sampling as we have previously.

Louis sent in the time book but did not mark the pay rate of the hired men. If he would just mark "Leaser" after each leasers time, and rate of pay after each hired mans time we would have no trouble making out the Industrial Insurance report. As it was I assumed that Wm. Bofinger was a miner at \$5.50 per day, Dick Clews was paid \$5.50 per day, Bert Murphy paid \$5.50 per day, and Harry Anderson was paid \$5.00 per day. I felt pretty sure that Bofinger and Anderson were correct as they were on the pay roll prior to January, but it is a good idea each time they send in the time book to mark each mans time with rate or designation as leaser. Then there is no chance of error.

No data has been received for Bullion Tax report as yet, and if it does not show in this afternoons mail I am going to send it in as I have it, which would mean a small bullion tax to pay.

Hope the ore goes as good as the boys think. So far they have been correct. Louis told me of the high sample from the intermediate stope, which is very pleasant news, particularly at this time.

Kindest regards,

Very sincerely yours,

HDB:B

May 25,1940. Motor Vehicle Load Company, 220 South Virginia St., or 100 Island Ave., Reno, Nevada. Gentlemen: We have your letter of May 24th enclosing an order from Mr. Louis Stein for \$ 37.50, the same to be deducted from Lot No. 45. We regret the necessity of returning this order and suggest it should me made on Mr.C.D.Terwilliger, 206 N. Virginia St., to whom settlement on Lot No 45, will be made. Very truly yours FCN/ President Encl

December 7,1939. Mr. Louis Stein, Hawthorne, Nevada. Dear Louis: We are enclosing three copies of Bill of Lading which you will fill out as to Car initial, number and date of billing and on okay by the agent please return to this office where the necessary letters will be written. Your men have a very nice showing on the 550 Intermediate, also on the 600. From all indications they should be ready to ship very soon. We hope this storm hold off another week. Loyd has probably told you how the snow sticks on the north side of the hill. You are very fortunate in having such a cheerful person as Mrs Caver on the hill to take care of your commissary. Please shake up your memory a bit and send in the following: The signed copy of your lease. A copy of your smelter contract. Month of December time book, You have a good crew of men on the hil 1 who seem to have gotten onto the ore in the short time they have been there, and have some real ideas as to future development. With kind regards in which Mr. Budelman joins me Very truly yours President FCN/N Encl

1941/MARCH Royston Coalition State E.A. Pogers, Sec. took over C.D. Terivolliger and L. E. Stein leave Torullinger - attorney. US Smeeting Regard and Ming Co, lent 5.000 to downpaquel?) be paid by royalties for one ship to parelese price 135,000,00

November 24, 1940.

Mr. L. E. Stein, Mina, Nevada.

Dear Louis:

Yesterday we received a letter from Mr. Terwilliger stating that the money for the hauling, on the three small lots which are now-ready to be settled for, as soon as necessary instructions are received from Mr. Terwilliger and the U. S. Smelting Co., is to be paid direct to him. Rate to be charged the leasers \$1.50 per ton.

You have already told me that you owned the truck and the money should be paid to you. When we have instructions and the road is clear to make payment, just who shall we pay it to?

I am writing to Mr. Terwilliger today, about as above, so it appears that you and he should get together so we can have something definite to act on in making payment for this hauling.

Sorry to have missed you a few days ago, I was in town so assumed that you were froced to change your plans.

Kindest regards,

Very truly yours,

HDB:B

General Manager

saw stein in Tonopoh Mar. W. L. raid O.K. & Jay mony to O. D.T.

March 11, 1940. Mr. Loyd Wilson. Hawthorne, Nevada. Dear Loyd: Enclosed you will find final settlement papers and voucher in amount of \$572.00 Stein-Wilson Lease Lot No. 38, Mabel Mine. Also enclosed you will find statement of the Industrial Insurance paid by this company for the months November 1939 to Webruary 1940, inclusive, showing detail for each leaser and employee. You will note on this Lot 38 settlement we have deducted \$26.21 only as industrial insurance charged againsy the Bednar Lease. We thought possibly that you might want to charge them with a part of the hoist engineers industrial insurance, and have prepared this statement in detail so that it would be a simple matter for you to make proper dedeuctions in paying off the leasers. We will deduct \$135.18 from the Lot No. 39 when it comes in. Lot 38 did not run so good as we had hoped, and probably not so high as you expected. When the above deductions have been made Mr. Stein's original deposit of \$80.00 will be intact, which is the way he wanted it. Very truly yours, General Manager HDB:B P. S. You will note that the amount due for hauling this Lot 38 is included in the enclosed voucher. We assumed that the lot was hauled in Mr. Stein's truck. If not, please see that the truck haul is paid to proper party before distributing the money. H. D. B.

CLASS GE SERVICE

This is a full-pare Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

## WESTERN UNION 1046,

R. B. WHITE

NEWCOMB CARLTON CHAIRMAN OF THE BOARD J. C. WILLEVER

SYMBOLS

DL=Day Letter

1201

NT=Overnight Telegram

LC=Deferred Cable

NLT=Cable Night Letter

Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

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PART REGARDS=

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CLASS OF SE	ERVICE DESIRED									
DOMESTIC	CABCE									
TELEGRAM	ORDINARY									
DAY	URGENT									
SERIAL	DEFERRED									
NIGHT LETTER	NIGHT LETTER									
SPECIAL SERVICE	SHIP RADIOGRAM									
Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.										

## WESTERN UNION

R. B. WHITE NE

NEWCOMB CARLTON

J. C. WILLEVER

ACCOUNTING INFORMATION
TIME FILED

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

Tonopah, Nevada, June 12, 1941.

Mr. Louis Stein, Care E. A. Rogers, 404 Boston Building, Salt Lake City, Utah.

What has become of agreements with you Wilson and Terwilliger sent you May thirtieth stop you understand that we can permit no work to start in Mabel Mine until these agreements have been signed by all and returned here stop time is getting short so please wire.

H. D. Budelman

Send Day Letter

Charge West End Consolidated.

May 30, 1941. Mr. L. E. Stein, Care E. A. Rogers, 404 Boston Building, Salt Lake City, Utah. Dear Mr. Stein: Enclosed find four copies of proposed agreement between West End Consolidated Mines Corporation and C. D. Terwilliger, Loyd Wilson and L. E. Stein, for signature. Please sign all four copies, then send on to Mr. Terwilliger for his signature, requesting him to forward to Loyd Wilson for his signature, and ask Mr. Wilson to send all copies on to this company at Tonopah for signature and seal. We will then send each of you a complete copy. Please initial inked date on last line of last page, and request Mr. Terwilliger and Mr. Walson to do the same. Very truly yours, HDB:B Secretary

April 5, 1941. Mr. Loyd Wilson, Hawthorne, Nevada. Dear Layd: Received your letter of March 28, in which you asked about the status of the Mabel deal. So far as assignment of Mr. Terwilliger's option and lease has been made, although it is likely that such an assignment will be made. I have looked over your power of attorney to Mr. Terwilliger. It appears to me that the mention of the 60 days does not carry much weight. It reads to me that your share is tied up to U. S. Smelting until that company has been paid in full. Better look that over as we do not think we have any authority to pay anything to you until the U. S. note is paid in full. You might, of course, have a suit against C. D., if that sounds good to you. Will drop in and see you some time in the near future, but if you have any ideas about this matter this would be a good time to register them, and we would be very glad to hear from you again. Very sincerely yours, HDB: B

August 23, 1941.

Dear Louis:

Since talking with you on the telephone I have been down to the Verdi Lumber Co. to find out just what you had ordered. The 8x8 is 0. K., but I noticed that you had made no provision for posts, which are 6x6, guides, ladder material or wedges. As all these items are necessary before anything can be done in the shaft I thought it would be proper to add them to your list, and I did so. It will save another trip for a truck, and hence will save the Royston money.

I mentioned to you that I have spent some cash on Royston material items, and have sent the bills in to Mr. Rogers. These bills, as well as the taxes, which I paid in order to avoid penalty, should be paid promptly. There is really no reason why we should be advancing this money but I have taken it upon myself, in an effort to expedite this shaft work, to do so. As a matter of fact, there should be some money here which could be used on Royston expenses. The bank account for Smiths work had better be used only for his expense items, which will be mostly labor, explosives, fuel etc.

When you called up it was a pleasant surprise. It had been so long since I had heard from you that I wondered just what had happened. You will recall that when we talked on the telephone a coule ofweeks ago you told me you would be in here in a couple of days, or three or four, that the lumber had all been ordered, and other things. Better keep in touch now and then, we might forget each other.

With kindest regards,

Sincerely yours,

HDB:B

L. E. Stein, Care E. A. Rogers, 404 Boston Building, Salt Lake City, Utah.

June 23, 1941.

Dear Louis:

I wish that you would rush the contracts back here so unfinished business can be completed; I refer to contracts between the West End and the Royston.

The other contracts are here, signed and ready to deliver. I shall hold them until the West End and Royston contracts are received. Loyd Wilson was the bottleneck on the former, he had had to go to Los Angeles on account of the illness of his sister.

As you know, Smith and De La Mare have shipped. It should be a good car. No assays as yet of course.

How are you coming along on the shaft contract? Seems to me that you are all taking much more time than is necessary on this matter. In other words, I think youare stalling, and it does not make a good impression on this end. Why not get going before we have to send you a notice of default, thereby phacing you in the same catagory with one C. D. T.

Best regards,

Sincerely yours,

L. E. Stein, Care E. A. Rogers, 404 Boston Building, Salt Lake City, Utah. Jut Turnster ! October 28, 1940. Mina Garage, Mina, Nevada. Gentlemen: We are returning herewith your bill against L. E. Stein, dated Oct. 10, in amount of \$20.38, which we have no authority to pay direct to you. It will be necessary for you to obtain the O. K. of C. D. Terwilliger. This is a matter which does not concern the West End Consolidated Mines Corporation so please do not make any bills against this company for supplies furnished to anyone connected with the Mabel Mine operations unless instructed to do so by either Mr. Ninnis or myself. Very truly yours, HDB:B General Manager

August 27, 1941.

Mr. L. E. Stein, 404 Boston Building, Salt Lake City, Utah.

Dear Louis:

I have made several trips to see the Verdi Lumber Co. and each time I am greeted by the news that there has been no further word from you about the lumber you ordered by wire. Just why all this delay is beyond my comprehension, and it is very exasperating. It is delays like this which cause costs to go up and amount of work acdomplished to go down. If you are counting on starting work at the Mabel Shaft then we must have lumber. If you want lumber it must be ordered and paid for, and a delay may meen that you will not be able to get what you want. Lumber is scarce and getting scarcer, and higher priced. Just why you are delaying on this is beyond me. As a matter of fact you are the most exasperating man to do business with that I have ever known. You are the kind of a fellow who costs an investor or a company thousands of dollars without getting anything done; simply by delay, more delay, then delay again. Why in hell can't we get this thing started and go through with it?

Enclosed you will find copy of telegram sent you this morning. It is self explanatory. I sincerely hope that you do not answer by saying that you cannot afford to buythe guides, dividersm posts etc now. It seems to me that you ought to know that in order to start a contract in which you agree to furnish the timber and supplies for the shaft, that you must whave these supplies on hand before the contract be started. It is simply not even reasonable to think of starting work with a miscellaneous collection of timber of different sizes on hand, and not enough of that to carry through the contract.

I sincerely hope that we can get together on this work but I can tell you that your method of doing business gets my goat, and how. You told me a long time ago that the money was in the bank for this work, and supplies, and still we are fooliong around wondering what your next move is going to be. I am not sending a copy of this letter or telegram to Mr. Rogers, as he advised me some time ago to deal through you.

With kindest regards,

Very truly yours,

Mr. L. E. Stein 2. September 28, 1941. with two machines while rock is so hard. Just how that is going to work out we will have to wait to see. In the meantime you had better pray that the rock gets a little softer. Maybe you would care to tell me just how much money is available for this work? Mike has enough to carry on for 50 feet and after that, according to the contract, additional money in units of \$750n is to be deposited in the Tonopah account. The lumber bill is still to be paid, \$324.89 plus \$14.00, and Campbell and Kelly bill of \$226.73 is also to be paid. I suggest that you get the figures for me so that we know what to expect. Now that the work is actually started it would be a shame to stop it, and chances are pretty good that the work may be successful if it can be carried to conclusion. Thanks for your letter, and I shall await a reply to this one with much interest. With kindest regards, Very sincerely yours, , while and respect to the Charles and HDB:B a rade : raineo lambhar a com thui i an um makka mala ra : sa la lan ur bancaralli tu asa kommuna manur bancara en est su com bura la cali se a matabar ner l'invest. En est l'invest. Total Mancher of the fill own : "done . web! bob a foreign and the second of the secon 

February 26, 1950.

Mr. L. E. Stein,
39 Exchange Place,
Salt Lake City, Utah.

Dear Louis:

You will recall we talked about the Garfield and Mabel Mines when we last met in your office in November.

I have recently had conversation with Cordon Harris, son of Walter Harris, now deceased, and who, I think would have a large say in any deal on the Carfield property. We have also contacted Mrs. Buckingham, now living in Berkeley, California, and working in San Francisco. The two of them as you know control the Carfield.

Both of the blove are willing to talk business on a long term arangement, so they say, on a reasonable basis. I tried to get some idea from Mr. Harris about what he might consider a reasonable basis, and suggested \$50,000 on time or maybe a \$25,000 price on cash. They were anxious to make certain that we would accept the same price as they; for our Mabel Mine.

So there you are, these properties can be handled together. Give it some thought and maybe you can tell me just about on what detail you think you might be able to finance a deal.

Hope all is going well with you, lots of ore and high grade. Did you notice the bill introduved in the House which would allow leasers minimum wage guarantee. That would be a fine kettle of fish. Maybe you fellows abve already written your objections to Utah members of Senate and House?

Hope to be over your way within the next couple of months, if so will certainly look you up as I enjoyed my visit with you last fall very much.

Kindest regards.

Sincerely yours,

Charge to the account of\_

CUAS OF SERVICE DESIRED

DOMESTIC CABLE

TELEGRAM ORDINARY

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TELEGRAM LETTER

SPECIAL
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## WESTERN UNION

R. B. WHITE

NEWCOMB CARLTON CHAIRMAN OF THE BOARD J. C. WILLEVER

1206-B

ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Tonopah, Nevada, August 21, 1941.

Mr. L. E. Stein, 404 Boston Building, Salt Lake City, Utah.

Are you and shaft lumber lost strayed or stolen regards.

H. D. Budelman

Charge West End.

Charge to the account of CLASS OF SERVICE DESIRED DOMESTIC CABLE TELEGRAM ORDINARY DAY URGENT URGENT

Patrona should check class of service

desired; otherwise the message will be transmitted as a telegram or

ordinary cablegram

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OVERNIGHT TELEGRAM WESTERN UNION

R. B. WHITE

NEWCOMB CARLTON CHAIRMAN OF THE BOARD

J. C. WILLEVER

1206-B

ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Tonopah, Nevada, August 27, 1941.

Mr. L. E. Stein, 404 Boston Building, Salt Lake City, Utah.

Again consulted with Verdi Lumber and find you have made no provision for payment on your lumber order and no instructions from you stop they are holding lumber but will not hold indefinitely stop total amount is 293 dollars what are you going to do about it and when.

H. D. Budelman.

Charge West End.

Stein Leave. Defoit account. Open't Clarge. Cudil-. Desembre Sud. Sus. 19.66 Dec. " 24.05 80.00 7731

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MABEL MINE SERIES 32 LEASES: TEREVILLEGER LEASE 1940 - 1941 DEFAULT PAPERS

32

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32 of 46

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Mr. Louis Stein,
Hawthorne, Nevada.

Dear Louis:

Am enclosing a copy of letter sent to Mr. Terwilliger today, which is self explanatory.

It seems very likely that we can get together on this and I like the people very much. However, in order to actually close up the deal it is necessary that Mr. Ningis and I work together on it, hence the delay. It is quite possible that I may be in Reno within the next few days and if so I will call on Mr. Terwilliger and discuss it further with him.

Received your statement of expenses on the Mabel Lease this morning. I have applied to the Nevada Tax Commission for delay until the 15th in filing your bullion tax statement. It appears to me that you are short on expenses, if you cannot find some other items you are likely to have some bullion tax to pay.

With kindest regards,

Very truly yours,

HDB:B

Jernelige Lose i Offin fel. February 26, 1940. Mr. Loyd Wilson, Hawthorne, Nevada, Dear Loyd: Enclosed you will find 3 copies of Notice of Mon-Liability to be posted at the Mabel Mine in locations described in the attached affidavit form. Also enclosed you will find one copy of the Notice, with affidavit form attached, which latter is to be sworn to before Notary Public by the person signing it and placed on record in Hawthorne, the recorded document to be returned to this office. We are sending this matter to you direct and ask that yousee it is attended to. We do not know the name of the man in charge, or who to send it to in Hawthorne, but of one thing we are desirous of and that is to get the notices posted and recorded at once, as we understand that Mr. Terwilliger has elready started work. Your help in this matter will be very much appreciated. With kindest regards, Very truly yours, General Manager Copy of letter and documents sent to C. D. Terwilliger, 411 First National Bank Building, Reno, Nevada. Handed to Lamis alein wisherd of being flored in mail, as Alein & Turntliger me in Tomograph the date por

mable January 25, 1940. Dear Fred: Glad you called last night, I had just got back from Hawthorne and was making a fire at the time. It snowed an inch last night and is snowing a little now, but not very cold. The proposed terms of a deal on the Mabel are as follows, with no set terms on either side but simply a discussion between us all. As between Stine and Wilson and the West End. Price to West End to be 90,000, to the buyer \$135,000, the difference to Stein and Wilson, just how not decided. As between Terwilleger and the West End: Purchase price \$135,000 payable as follows: No payment for six months, during which time the shaft is supposed to be sunk 200 feet, and lateral work performed of 500 feet to a connection to the bottom of the winze from the 800 Level. \$5000 at end of six months 5000 at end of 12 months 10,000 at end of 18 months 10,000 at end of 24 months 10,000 at end of 30 months 15,000 at end of 36 months, making a total of \$55,000 paid in three years. 20,000 at end of 42 months 60,000 at end of 48 months Royalties: 15% to \$20 20% to \$100 25% over \$100, all royalties to apply on payments next due. The question of whether or not the royalties on ore shipped by our leasers would apply on payments or not has not been determined. My hands are so cold that I can hardly manipulate this machine. It is nearly noon and I want this to go out on the stage. Just came up from underground a few moments ago. It appears that Mr. T. represents reliable people. He claims they are now making money onnthe Comstock, by leasing only, and Louis says that he has been a very wealthy

lumber man himself but overreached and lost the biggest part of the bank roll. He is also operating at Jungo. His engineers name is Robert Prince, and he has already been to the Mabel Mine, as has Mr. T.

Seems to me this deal is worth going through with, at least to the point of drawing up an agreement of lease and option. Let me know what you think of the terms as Mr. T. and his engineer may be down this way to look over maps and data before you get here.

Hope that Bob is getting along O. K. today, the Blair family are plenty worried of course.

Best to all.

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As ever,

February 26, 1940. Mr. C. D. Terwilliger, 411 First National Bank Building, Reno. Nevada. Dear Mr. Terwilliger: Enclosed you will find two signed and sealed copies of the Agreement between this company and yourself, covering the Mabel Mine. Will you please retrun the unsealed copy which you have to us, unless you wish to retain it. The enclosed data referring to Notice of non-lability posting is self explanatory. We are anxious to have it attended to at once and did not know who you had in charge at the Mabel Mine. Kindest regards from Mr. Ninnis and myself. Very truly yours, General Manager HDB:B

February 2, 1940.

Mr. C. D. Terwilliger, Room 411, Second and Virgina Streets, Reno, Nevada.

Dear Mr. Terwilliger:

with regard to the proposed lease and option on the Mabel Mine. I have taken the matter up with Mr. Ninnis by letter and he also seems favorable toward a reasonable deal on the property, in order to get some development work done in the mine. However, he is now on the road and out of touch for about a week, when he returns to Tonopah. As soon as he arrives we will get together on this matter and contact you, so as to either meet you in Reno or Hawthorne and discuss the situation to a decision one way or enother.

Am very sorry to have to delay this but the circumstances are such that it is not possible to do otherwise.

With kindest regards,

Very truly yours,

HDB:B

General Manager

Copy to Louis Stein, Hawthorne, Nevada. March 2, 1940.

Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Neveda.

Dear Mr. Terwilliger:

This will acknowledge receipt of your letter of February 29, in which you ask for this company's permission to transfer agreement of February 16 to Exchequer Gold Mines, Inc.

Enclosed you will find proposed copy of Resolution which will be passed by the Director's of this company, authorizing the transfer.

Also enclosed you will find copy of proposed transfer, which is similar to others we have used. If this is satisfactory to you and your company please let us know, as we will require a copy of the transfer to attach to our signed copy of the agreement of February 16, 1940. If this form is not satisfactory in this case will you please prepare and send us a copy of the proposed transfer, so that we may be able to consider it at our meeting. Our meeting will probably be dated March 8th.

Very truly yours,

HDB:B

Secretary

5-15-40 Develop. Lorry through turned out the way. Server we man get together yair Equations tous present regards Www you please retwork the map and Sweller sheets? i solar notice May 14th Notice of dan execution

## RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

Form 3811

Date of delivery c 5-6116

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A FAST DAY MESSAGE.

FOR ANSWER

# Nevada Telephone-Telegraph Company TELEGRAM

FORM 203 - 5-36

Receiver's No.

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J. CLARENCE KIND General Manager

Send the following telegram, subject to the terms	1/ 1 1/ 1/11
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LW-11 boa.  SENDER'S ADDRESS	
SENDER'S ADDRESS	SENDED'S TELE

March 21, 1940. Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada. Dear Mr. Terwilliger: I do not find where your letter of the 14th has been answered. Mr. Ninnis is in Reno at the present time and you will likely see him, but if the information in this letter has already been received by you this duplication can be discarded. Enclosed you will find sketch of the West Face, Smith Lease, on the Mabel Mine 200 Level. This can be transferred to your map, on the same scale of 20 feet to one inch, by fitting up the coordinates and using a carbon for tracing. You must have already received returns on the last two lots shipped from the Mabel Mine, but in case you have not the enclosed smelter settlement sheets will complete your file to date. Very truly yours, HDB:B General Manager

May 15, 1940. Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada. Dear Mr. Terwilliger: Referring to Agreement, dated February 16, 1940, between the West End Consolidated Mines Corporation and yourself, covering Lease and Option to Purchase the Mabel Mine owned by this company. and Referring to our letter of April 16, 1940, a formal notification of your default on certain provisions of the said Agreement, and Referring to Page 4, 3rd paragraph, of said Agreement, which states: "In case of any default hereunder, except a default in the payments herein required, thirty (30) days notice shall be given second party of such default and if said default is not corrected within said thirty (30) days period, then all rights of second party herein shall cease and determine and he shall deliver peaceful possession of said premises to the party of the first part." Therefore, in accordance with the terms of said agreement, our 30 day notice of default to you, and your failure to correct the default within the time allowed you to do so by said Agreement, we are with regret notifying you herewith that all your rights under said Agreement, except as provided therein, expire this day, May 15, 1940. Very truly yours, HDB:B Secretary

Tonopsh, Nevada, April 25, 1941.

Mr. C. D. Terwilliger, 206 Morth Virginia Street, Reno, Nevada.

Dear Sir:

The agreement, dated the 16th day of February, 1940, between yourself, as party of the second part, and the West End Consolidated Mines Corporation, party of the first part, contained the following covenant and agreement:

"During the term of this agreement, second party agrees to pay all State and County taxes levied upon said property, and his proportion of the bullion taxes that may be levied upon the proceeds of said property."

The supplemental agreement, dated the 15th day of February, 1941, between yourself, as party of the second part, and the West End Consolidated Mines Corporation, party of the first part, contained the following covenant and agreement:

"That said second party agrees that the work, development, and improvements, including timbering, referred to in the first ten lines of page 2 of said agreement of February 16, 1940, shall be performed at the rate of 100 eight-hour shifts in every thirty (30) days, and that such work shall be started not later than thirty (30) days after the date of this supplemental agreement, and shall be prosecuted continuously thereafter, at the rate of 100 shifts in each succeeding thirty-day period, until fully completed; said second party further agrees that said work, including the timbering, shall be performed in a good, workmanlike, and minerlike manner, and under the supervision of practical mining men, who are qualified to supervise development work and timbering of the character described in said agreement of the 16th day of February, 1940. The said second party further agrees that no labor performed by leasers upon said property described in said agreement of February 16, 1940, shall be applied upon or constitute parts of the said 100 eight-hour shifts of labor required by this supplemental agreement."

You are hereby declared to be in default under said lease and option agreement of February 16, 1940, above referred

April 25, 1941.

to and described, for the following reasons; you have not paid the State and County taxes as set forth in the portion of the agreement of February 16, 1940, above quoted, and the second installment of State and County taxes, due March 3, 1941, with penalties, remains unpaid.

Likewise, you have not, in accordance with suppelmental agreement of February 15, 1941, above quoted, started work on specified date, 30 days after the date of said supplemental agreement; nor have you performed the required 100 shifts as specified in said supplemental agreement, in the 30 day period ending April 15, 1941, and you are hereby declared to be in default under said suppelmental agreement.

to default and delinquincies within a period of thirty days from date of notice, all rights which you now have under and by virtue of said agreement dated the 16th day of February, 1940, and said supplemental agreement of the 15th day of February, 1941, will be forfeited and declared forfeited by the West End Consolidated Mines Corporation, and the West End Consolidated Mines Corporation will demand possession of the premises.

WEST END CONSOLIDATED MINES CORPORATION

Ву	S. Marie	-		-
President				
Market Land				
Secretary	Ministra in the	-	-	-

Coff & M. Horard Bray 4-17-11

April 17, 1941.

W. Howard Gray, Attorney at Law, Ely, Nevada.

Dear Howard:

We are of the opinion that Mr. Terwilliger should be served with Notice of Default under his agreement and supplemental agreement, pending advice from you, and I have prepared the enclosed notice from form you sent us for the last one. Also find enclosed an extra copy for your files.

I suppose that the notice of default should be dated prior to the date of our approval of the assignment. In case it is not then we should I suppose send the Roysten Company a notice. In either event I suppose we should send a copy of the notice to the Roysten Company? This in order to keep the record straight. You will note that I have dated the enclosed copy of Notice April 25, 1941, as it does not appear that we can possibly serve Mr. Terwilliger with it before that date.

I am leaving for Oakland on the 19th and will probably be there until the evening of the 21st, or possibly the 22nd. My address there is Care West End Chemical Company, Latham Square Building, Oakland, California. A letter or wire sent there will always reach me. If you approve of the notice please send it on to Oakland address unless it is sure to reacg me chere on the 19th. I shall arrange to have my mail forwarded until the 19th inclusive.

Your letter of the 8th received and I know from its contents that you are swamped with work. However, if Mr. Rogers knows that the assignment is forthcoming I guess he and his company will have no reason to delay starting work so as to comply with terms of agreement and supplemental agreement.

With kindest regards,

Very truly yours,

Patrons should check class of servi

desired, otherwise the message will transmitted as a telegram or

ordinary cablegram.

# WESTERN UNION

R. B. WHITE

NEWCOMB CARLTON CHAIRMAN OF THE BOARD

J. C. WILLEVER

CHECK

ACCOUNTING INFORMATION

TIME FILED

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

Tonopah, Nevada, June 3, 1940.

C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada.

Will be in Tonopah tuesday wednesday and thursday prefer thur wednesday.

H. D. Budelman

Charge West End Consol.

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# WESTERN UNION

R. B. WHITE

NEWCOMB CARLTON

J. C. WILLEVER

ACCOUNTING INFORMATION
TIME FILED

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

Tonopah, Nevada May 20,1940.

C.D. Terwilliger
411 First ational Bank Bldg
Reno, Nevada.

Mr. Budelman returns Tuesday. If interested in new contract can meet you Tonopah Wednesday only account of leaving here Thursday Regards

F.C. Ninnis

Chg West End

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

843A. NEWCOMB CARLTON J. C. WILLEVER

1201

SYMBOLS

DL=Day Letter

NT=Overnight Telegram

LC=Deferred Cable NLT=Cable Night Letter

Ship Radiogram

CHAIRMAN OF THE BOARD The fling time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

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PREBIDENT

FIRST VICE-PRESIDENT

HERMAN BUDLEMAN=

WILL BE IN TONOPAH WEDNESDAY AFTERNOON= C D TERWILLIGER.

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This is a full-rate Telegram or Cable-gram unless its deferred character is indicated by a suitable symbol above or preceding the address.

# WESTERN 1201 UNION 558P...

R. B. WHITE

NEWCOMB CARLTON CHAIRMAN OF THE BOARD J. C. WILLEVER

SYMBOLS

DL=Day Letter

NT=Overnight Telegram

LC=Deferred Cable

NLT=Cable Night Letter

Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

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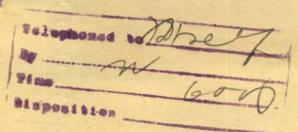
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TONOPAH NEV=

WIRE ME RENO IF YOU WILL BE TONOPAH NEXT WEEK POSSIBLE

MEET YOU WEDNESDAY=

C D TERWILLIGER.



CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.



# WESTERN

R. B. WHITE

NEWCOMB CARLTON

J. C. WILLEVER

SYMBOLS

DL=Day Letter

NT=Overnight Telegram

LC=Deferred Cable

NLT=Cable Night Letter

Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

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1940 MAY 21 AM 8 4

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YOU MAY PAY STEIN PRESENT BENTON CHECK ONLY. SEE LETTER

MAIL TODAY REGARDING CONTRACT=

:C D TERWILLIGER.

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CLASS OF SERVICE DESIRED						
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# WESTERN UNION

ACCOUNTING INFORMATION

R. B. WHITE

NEWCOMB CARLTON CHAIRMAN OF THE BOARD J. C. WILLEVER

Send the following message, subject to	the terms on back hereof, which are I	hereby agreed to	/	
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November 21, 1940.

Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada.

Dear Mr. Terwilliger:

Tex statement for the Mabel Mine for year 1940 has just been received. The total amount is \$90.44 for the year.

According to contract dated Feb. 16, 1940, you agree to pay your proportion of said taxes. This amounts to \$79.13 for 10g months. Please advise regarding this matter as taxes are due on first Monday in December.

Very truly yours,

HDB:B

General Manager

Refuge claim?

76.81 Total 1939 to CXT -45.22 122,03 122,03 And from fayment \$0.55, fact 10.2. To 02.7. 2261 \$ 99.42 10.97 10.97 That 1939 to Mest End. 45.22 Total 1940 to Royslan Coal. 45,22 \$ 178.22 1 dal 1939 - 87.78 11 1940 - 90.44 # 178.22 -

n Contract dated Fet 16, 1940. Mabel Mine, 1939 laxs, payable in 1940, \$7.78 the apportuned 11/2 months & mest Est, 10.97, 10/2 month & C. S. T., 76.81 90.44 Mobil Mine 1940 Taxes, fayable in 1941.
The affection of; 6 mo. & Royalon Colletion
Menes St., 45.22; 6 month to 0 %.

T. - 45.22

July 10, 1940.

Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada.

Dear Mr. Terwilliger:

Thanks for copy of return to Nevada Industrial Commission for May, received some time ago. Please send copy of June report when made.

I was at the Mabel Mine yesterday but too late to go underground. Learned that Sid Wilde had left the mine, after completion of the shaft repair and head frame. Tex Caver told me that the Deputy Mine Inspector, Mr. Gallagher, had advised there would have to be one additional set of timbers put on the 500 station, East side, to obviate possibility of loose material dropping down the shaft while sinking is in progress.

We settled Lot No. 47 today, Gerald M. Smith Lease, and enclosed you will find copies of settlement sheets and assay certificates. That was a good shipment, and had to be so as to partially compensate for 8 months development work by Smith. He is now drifting west on the vein and says he has a little ore in sight. Have you made any written agreement with him as yet for an extension of his lease period.

You have already probably considered it, but when you get the new cable, and personally I believe that 3/4 is large chough for at least the 1000 level work, the sheave wheel will have to be turned out to fit the larger cable. Otherwise, as you know, the new cable would not last long.

we are taking care of Smith's bullion tax statement for period ending June 30, 1940, and assume you will take care of Caver's and your own. If convenient, we would like to have copies of them for our files.

Everything seems to have gone along nicely on the preparatory work at the mine, and I assume you are about ready to go on the shaft sinking.

With kindest regards,

Very truly yours,

#### Form 56

Pay rolls must be submitted on or before the twenty-fifth of each month covering operations for the previous month.

Failure on the part of employer to pay premiums as required by the Nevada Industrial Insurance statute acts as an automatic rejection.

# NEVADA INDUSTRIAL COMMISSION

Firm No.

ACTUAL GRO	SS PAY	ROLL	OF							
Name best End			10	mada	il.	lias	no	glead	he i	1m
For Period Commencing Seme	/	,194, aı		1.	Cer	7	1	7	,194	0.
Business Address Tought	1	nesa				/				
Address of Plant	,	,,	Cour	tr	mn	non	al			
Character of Business Minnin			004.							
In computing the pay roll the entire compensation redary, wage, piecework, overtime, or any allowance in the otherwise. No deduction allowed for overtime in compu	way of pro	ofit sharing,	premium	or othe	erwise, o	r wheth	er pay	able in r	money, l	board,
DEPARTMENT OR CHARACTER OF WORK	Total No. Shifts	For Carson	Actual To	tal	Actua	l Comp. P	rems.	Actua	A. B. Pre	ems.
DEFINITION CHARGETY OF WORK	Worked	Office	Pay Rol		Rate	Rate Amount		Rate Amo		nt
MINING MINING Mine clerical office employees ( nefel mine)	155		749	00	400	29	96	3,2	23	97
ne commissary employees										
other employees, including superintendent, mechanics, teamsters, and laborers employed either underground or on the surface			**** **********							
ORE REDUCTION										A S
ll clerical office employees										
ll commissary employees										
et or dry process, concentration; all employees engaged in operation, including superintendents, mechanics, and laborers										
Il construction										
TAL MINING AND ORE REDUCTION										
Adjusted by			ereby cer			-			nd corr	ect
Date										
(This space for use of Commission.)			g.)							
		(Of	ficial position	n)						

Address all communications and make all remittances to

29.96 23.97 V3.93 NEVADA INDUSTRIAL COMMISSION, Carson City, Nevada.

#### NAMES AND OCCUPATIONS OF EMPLOYEES

NAI	MES AND OCCUPATIONS OF EMPLOY	TEES .			
NAMES June 19 40	Tex Con Reas (Mafel Mine	No. Shifts or Days	Rate per Day	Amount	
hall to therefor	mine	13	550	71	50
John Olaine	"	7	500	38	50
John Mac Donald	. 1.	4	100	22	00
Tex Com	Lease	27	400	108	00
		51		240	00
Inly 194	10. Tex Com her ( mehl)	mie)			
Bill Brown	Minie	18	100	99	00
John Moe Smald		1	V 18	6	50
fourt murphy		3	200	16	50
Tex Cook	Leon	27	400	108	00
				229	00
aug 1	40 Tex Com Done ( M	MIM	ine)		
Por Bofriga	mini	14-	200	82	50
But murphy	-14	25	550	137	50
Try Carlo	Leaser	15	400	60	00
		5-5-		280	00
				749	000
					-
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		-			-
					- Comments
-		-	-		******

1

Form 56

Pay rolls must be submitted on or before the twenty-fifth of each month covering operations for the previous month. Failure on the part of employer to pay premiums as required by the Nevada Industrial Insurance statute acts as an automatic rejection.

# NEVADA INDUSTRIAL COMMISSION

Firm	No
	-

	. ACTUAL G	ROSS PAY RO	LL OF		
Name	Exchequer Gold Mi	ines, Inc.	Reno, Nevada		
For Period Commencing	May 1st.	,194	and Ending	May 31st,	,194_0
Business Address	206 No. Virgin	nia Street, Roo	m 411, Reno,	Nevada	
Address of Plant	Hawthorne		County	Mineral	
Character of Business		Mining			
In computing the pay relary, wage, piecework, overten otherwise. No deduction al		the way of profit shar	ing, premium or oth	nerwise, or whether pay	able in money, board,
DEPARTMENT OR CHAR	ACTER OF WORK	Total No. Shifts Worked For Cars Office	on Actual Total Pay Roll	Actual Comp. Prems.	Actual A. B. Prems.
		Worked	a dy reon		The state of the s

Amount MINING Mine clerical office employees Mine commissary employees . All other employees, including superintendent, mechanics, teamsters, and laborers employed either underground or on the surface . . . . 4.00 19 17 3.20 ORE REDUCTION Mill clerical office employees . Mill commissary employees Wet or dry process, concentration; all employees engaged in operation, including superintendents, mechanics, and laborers Mi TO

ll construction	
TAL MINING AND ORE REDUCTION	
Adjusted by	I hereby certify that the foregoing is a true and correct
	statement of the actual pay roll as indicated.
Date	
(This space for use of Commission.)	(Sig.)
	(Official position)
A11 W 1 1 W	

Address all communications and make all remittances to

## NAMES AND OCCUPATIONS OF EMPLOYEES

NAMES	OCCUPATION	No. Shifts or Days	Rate per Day	Amount	
John Adams	Miner	24	4.50	\$108.00	
Wm. Boffinger		20	4.50	90.00	
Tex Carver	· ·	20	4.50	90.00	
Sid Wilde	· · ·	19	4.50	85.50	
John Gilmore		121/2	4.50	56.25	
Joe Haska		11	4.50	49.50	-
				\$479.25	
			-		-
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establishmen men establishmen er man man seet er men stelle er dem er men establishmen er	AND ADDRESS OF THE PARTY OF THE		-		

July 2, 1941.

Mr. L. E. Stein, Care S. A. Rogers, 404 Boston Building, Salt Lake City, Utah.

Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada.

Mr. Loyd Wilson, Hawthorne, Nevada.

Gentlemen:

Enclosed you will find executed copy of agreement between West End Consolidated Mines Corporation and yourselves, dated June 4, 1941.

Very truly yours,

HDB:B

Secretary

# NEVADA INDUSTRIAL COMMISSION

FIRM No. 9077

Sept. 21, 1940

60					C	OMPENSATION	ON	INA sun in motivation in filtress of a	AC	CCIDENT BE	ENEFIT
DATE	PERIOD COVERED	CASH BOOK	AMOUNT OF PAYROLL	CASH	CASH	PREMIUM CHARGE	CREDIT BALANCE		CASH	PREMIUM CHARGE	CREDIT BALANCE
Sept.19, 19	940	4622		\$50.00	\$27.78		\$43.78		\$22,22		\$35.02

must be reported each month.

Your account defaulted July 31, 1940, because you have failed to report payrolls,

when due. Please report actual payroll for period June 1 to July 31, 1940. We have reopened the account as of September 19, 1940. Payrolls and premiums Exchequer Gold Mines, Inc. 206 North Virginia Street Reno. Nevada

Cheed from Mrs R. X. Lamare - we are to be unfamilied In Medel at toler "The

May 222, 1940.

Nevada Inductrial Commission, Carson City, Nevada.

Gentlemen:

Attention Henry H. Lee Auditor.

Re:Exchequer Gold Mines, Inc., Firm No. 9079; Mabel Mine of West End ConsolidatedvMines Corporation, and your letter regarding of April 19, 1940.

We have not yet received advice whether or not the payroll for this firm has been submitted for March and April. Yesterday we obtained pay roll from the accountant in Hawthorne and are enclosing herewith copies of the same for the months of March and April.

March emounts to \$24.84 in premium April amounts to 42.98 in premium A total of \$67.82

If you find these in order, as not having been previously paid by Mr. Terwilliger, for the Exchequer Gold Mines, Inc., will you please charge the deposit of this company, West End Consolidated Mines Corporation, with the premium due. If the premium has not been paid we would very much appreciate word from you about it so t hat we can mail amount necessary to rebuild our deposit. If the Industrial Insurance premium has been paid and pay roll submitted please notify us, and send a duplicate of the payrolls for comparison.

Very truly yours,

Secretary

HDB:B

# MABLE MINE TIME MONTH OF MARCH 1940

Wm.Bofinger J.L.Caver John Waldis Vic.Bednar Total	Lease #1 21 shifts \$5.00 per day 24 " Leaser 16 " 6.00 " "# 8 " 6.00 " "# 96 48 Month of April 1940	84
Wm.Bofinger J.L.Caver Vic Bednar Total	27 shifts \$5.00 per day 13 5 27 " Leaser 10 8 27 " 6.00 " " 162 10 5 720 2919	6
	Lease #2 405 x4 = 1620 405 x4 = 1620 405 x3, = 12.96	
Bert Murphy Dan Weaver Gus.Pefferson Total	Month of April 1940  16 shifts Leaser 16 " " "	
	192 x + = 7.68 192 + 32 6.14 13.82	

Louis Stein

Form 56

Pay rolls must be submitted on or before the twenty-fifth of each month covering operations for the previous month.

Failure on the part of employer to pay premiums as required by the Nevada Industrial Insurance statute acts as an automatic rejection.

# NEVADA INDUSTRIAL COMMISSION

Firm No.

ACTUAL GRO	SS PAY	ROLL	OF								
Name West End Consolidated Mine			AT.	Mane	31 1111	nal					
For Period Commencing June 1,		,1940 , a	nd Endin	g	lugus	t 31	, 19	240.	,19	4	
Business Address Tonopah, Nevada	•										
Address of Plant Tonopah, Nevada			Cou	ntv	Mi	nera	1				
Character of Business Min											
In computing the pay roll the entire compensation realary, wage, piecework, overtime, or any allowance in the rotherwise. No deduction allowed for overtime in compu	way of pro	ofit sharing,	premium	or oth	erwise, c	or wheth	er pay	yable in	money,	board,	,
DEPARTMENT OR CHARACTER OF WORK	Total No. Shifts	For Carson	Actual T		Actua	al Comp. I	rems.	Actu	al A. B. F	rems.	
	Worked	Office	Pay Ro	ш	Rate	Amo	unt	Rate	Amo	ount	
Tex Caver Lease (Mabel Mine)	155		749	00	4	29	96	3.2	23	97	
line commissary employees				100				-			
ll other employees, including superintendent, mechanics, teamsters, and laborers employed either underground or on the surface		13/6									
ORE REDUCTION											
fill clerical office employees	The second second				-						-
lill commissary employees							-	-			270
Vet or dry process, concentration; all employees engaged in operation, including superintendents, mechanics, and laborers	1										-
lill construction			**************								-
OTAL MINING AND ORE REDUCTION	155		749	00		29	96		23	97	-
Adjusted by		4	ereby ce						and co	rrect	
Data											
Date (This space for use of Commission.)		1	g.)								
		(0)	ficial positi	on)	Becre	tary			************		

Address all communications and make all remittances to

NEVADA INDUSTRIAL COMMISSION, Carson City, Nevada.

29.96 23.97 53.93

#### NAMES AND OCCUPATIONS OF EMPLOYEES

NAMES	OCCUPATION	No. Shifts or Days	Rate per Day	Amount	
Tor C	aver Lease ( for June, 1940	Mahal Ma	201		
Bill Bofinger	Miner		5.50	71	50
John Adams	Miner		5.50		50
John MacDonald	Miner		5.50		00
Tex Caver	Leaser	27	4.00	108	
		拉		240	00
Tex C	aver Lease (for July, 1940,	Mabol Win	a)		
Bill Bofinger	Miner		5.50	99	-00
John MacDonald	Miner		5.50		50
Bert Murphy	Miner		5.50	16	13.00
Tex Caver	Leaser	27	4.00	108	1000
		49		229	
Tex C	ever Lease (for August, 194	O. Mabel M	ine)		
Bill Bofinger	Miner	The state of the s	-5.50	82	-50
Bert Murphy	Miner		5.50	137	-
Tex Caver	Leaser	The state of the state of	4.00	60	
		55		249	
					7
					-
			3		
			-	- 11	-
					-
	AND DESCRIPTION OF THE PARTY OF				
					-

June 6, 1940

Nevada Industrial Commission Carson City Nevada

Gentlemen:

I am enclosing herewith, report for the Exchequer Gold Mines, Inc. for the month of March and corrected statement for the month of April. The premium on the April statement is \$42.98 from which should be deducted the statement we sent you for April of \$12.96. The total of these two is \$54.86.

Yours very truly,

251

CDT: AB

June 10, 1940. Nevada Industrial Commission, Carson City, Nevada. Attention Henry H. Lee, Gentlemen: Auditor. According to copy of letter, dated June 6, addressed to Nevada Industrial Commission by C. D. Terwilliger, just received in this office it appears that Mr. Terwilliger has tendered pay roll and check to cover industrial insurance for his Mabel Mine operations for the months of March and April. This takes care of pay rolls about which we wrote you under date of May 22. Very truly yours, Secretary HDB:B

November 10, 1940. Nevada Industrial Commission. Carson City, Nevada. Gentlemen: This will acknowledge receipt of your receipt covering industrial insurance paid by this company on account of C. D. Terwilliger's operations at the Mabel Mine of this company for September. You made a note on the receipt asking for payroll reports for June, July and August, 1940, and we are enclosing such report herewith. We were of the impression that the industrial insurance for the baove leaser operations at the Mabel Mine had been closed with the May report, to be reopened by submission of September report. Please inform us about this as if the insurance has been kept in effect duting the perion when no reports were sent you we will at once send check to cover. It is our intention to pay this industrial insurance, and submit payroll reports on this Mabel Mine operation by C. D. Terwilliger, direct from this office in the future. So far as we know the name "Exchequer Gold Mines, Inc.," need not appear on reports or receipts as we have no dealings whatever with that corporation. Our business is with C. D. Terwilliger personally, and in his name. Very truly yours. Secretary HDB:B

Form 56

Pay rolls must be submitted on or before the twenty-fifth of each month covering operations for the previous month,
Failure on the part of employer to pay premiums as required by the Nevada Industrial Insurance statute acts as an automatic rejection.

## NEVADA INDUSTRIAL COMMISSION

Firm No.

NEVADA INDEST		L CC	1411411		OIT							
ACTUAL GROS	SS PAY	ROLL	OF									
Name Exchequer Gold Mines Inc.												
For Period Commencing April-1st-1940		,194, aı	nd Ending	z	April	-30t	h-19	940	,194			
Business Address P 0 Box. 611-					-							
Address of Plant Mins Nevada.			Coun	ty	Min	enal		146				
Character of Business Minir	ıg											
In computing the pay roll the entire compensation realary, wage, piecework, overtime, or any allowance in the rotherwise. No deduction allowed for overtime in comput	way of pro	ofit sharing.	premium o	or othe	rwise, or	wheth	er pay	able in n	money, b	oard.		
DEPARTMENT OR CHARACTER OF WORK	Total No. Shifts	For Carson Office	Actual To Pay Rol		Actual Co		Actual Comp. Pre		Prems. A		Actual A. B. Prems	
	Worked	Onice	Tay Non		Rate	Amot	int	Rate	Amoun			
MINING ine clerical office employees	The same of the case											
ine commissary employees												
other employees, including superintendent, mechanics, teamsters, and laborers employed either underground or on the surface		No.		.00-	7.2-		.98		7			
ORE REDUCTION					No. of the							
ill clerical office employees												
et or dry process, concentration; all employees engaged in operation, including superintendents, mechanics, and laborers	100											
ill construction												
OTAL MINING AND ORE REDUCTION			597	.00		42	.98					
Adjusted by			ereby cert						nd corre	ct		
Date (This space for use of Commission,)			g-)									
		(Off	icial positio	n)		*************				****		

Address all communications and make all remittances to

### NAMES AND OCCUPATIONS OF EMPLOYEES

NAMES	OCCUPATION	No. Shifts or Days	Rate per Day	Amount	
Boffinger Wm	Miner	27	5.	135.00	
Cover J L		27	4.	108.00	
Bedner Vic	and the second s	27	6.	162.00	
Murphy Bert	n e	16	4.	64.00	
Neaver Dan		18	4.	64.00	
Pederson Gus		16	4.	64.00	
				597.00	
			2 7 7 7		
				· · · · · · · · · · · · · · · · · · ·	
					Princip

November 10, 1940.

Dear Louis:

Will you please see that we are furnished with a copy of Caver's pay roll at once. I have written him about it and he may attend to sending one, but perhaps you may be able to expedite it a little. Be sure and put in your own time as well, whatever you have spent at the Mabel Mine, so that we may pay industrial insurance on you as well as on the other leasers. And also tell the leasers that we want a pay roll at the end of each month. If Mr. Terwilliger should put men at work there we want them on the payroll also as we are going to take care of all industrial insurance from this end from September on. We have already paid September according to the pay roll you sent in, and are now preparing October for payment. I have already written Mr. Rerwilliger about this, and have advised him that we are going to hold out a substantial deposit to take care of this expense; deducting it from whatever may be due him or you on shipments already made.

So far no word has come from the smelter releasing the money on shipments made to Mineral Reduction Co. by Caver and De La Mare.

Smith's lot ran about \$184mper ton, which is pretty fair stuff.

Kindest regards,

HDB:B

General Manager

Louis Stein, Mina, Nevada. Form 56

Pay rolls must be submitted on or before the twenty-fifth of each month covering operations for the previous month.

Failure on the part of employer to pay premiums as required by the Nevada Industrial Insurance statute acts as an automatic rejection.

NEVADA INDUST	RIA	L CC	MMIS	SSI	ON				Fir	m No
ACTUAL GROS	SS PAY	ROLL	OF							
Name Exchequer Gold Mines,	Inc.	Reno	, Nev.							
For Period Commencing May 1st  Business Address 206 N. Virginia St.					ay 3	51			,194_	0
Address of Plant Hawthorne		***************************************	***************************************		Mine	ral				
Character of Business Mining										
In computing the pay roll the entire compensation recalary, wage, piecework, overtime, or any allowance in the rotherwise. No deduction allowed for overtime in comput	way of proing premi  Total No. Shifts	ofit sharing.	premium o	or others of s	rwise, 300 pe	or whethe	should	able in m	oney ho	pard, \$300.
	Worked	Onice	ray Kon		Rate	Amou	nt	Rate	Amount	
MINING ine clerical office employees										
l other employees, including superintendent, mechanics, teamsters, and laborers employed either underground or on the surface			504	.75	720	34	.50			
ORE REDUCTION  Il clerical office employees										
et or dry process, concentration; all employees engaged in operation, including superintendents, mechanics, and laborers										
ll construction										
TAL MINING AND ORE REDUCTION			504	.75		34	.50		76.43 3	
Adjusted by  Date		stateme	ereby cert	actual	pay r	oll as in	dicate	d.		ct
		(Si	g.)				***************************************		***************************************	***

(Official position)...

Address all communications and make all remittances to

#### NAMES AND OCCUPATIONS OF EMPLOYEES

NAMES	OCCUPATION	No. Shifts or Days	Rate per Day	Amount	
John Adams	Miner	24	4.50	108.00	
Wm. Boffinger	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	20	4.50	90.00	
Tex Carver	n	20	4.50	90.00	
Sid Wilde	•	19	4.50	85.50	-
THE RESIDENCE OF THE PARTY OF T		121		56,25	
Joe Haska		11	4.50	49.50	-
				479.25	
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				15/ 1/2/10/10/10	
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Form 56

Pay rolls must be submitted on or before the twenty-fifth of each month covering operations for the previous month. Failure on the part of employer to pay premiums as required by the Nevada Industrial Insurance statute acts as an automatic rejection.

## NEVADA INDUSTRIAL COMMISSION

Firm	No.

ACTUAL GROS	SS PAY	ROLL	OF						
Name Exchequer Gold Mines Inc									
For Period Commencing March 1st-1940		,194, aı	nd Endin	gM	arch	31st	-194	10	,194
Business Address P 0 Box 6	11- R	eno Nev	rada.						
Address of Plant Nevada.			Cour	nty	Mir	eral			
Character of Business Mining.									
In computing the pay roll the entire compensation re- salary, wage, piecework, overtime, or any allowance in the or otherwise. No deduction allowed for overtime in comput	way of pro	ofit sharing.	premium	or oth	erwise.	or wheth	er nav	able in r	honey hoard
DEPARTMENT OR CHARACTER OF WORK	For Carson	Actual Total		Actual Comp. Prems			. Actual A. B. Pres		
	No. Shifts Worked	Office	Pay Ro	Ш	Rate	Amo	unt	Rate	Amount
MINING Mine clerical office employees									
fine commissary employees	THE STATE OF								
ll other employees, including superintendent, mechanics, teamsters, and laborers employed either underground or on the surface			345	.00	722	24	84		
ORE REDUCTION				MA.					
lill clerical office employees									
fill commissary employees									
let or dry process, concentration; all employees engaged in operation, including superintendents, mechanics, and laborers									
ill construction									
OTAL MINING AND ORE REDUCTION			345	00		24	84		
Adjusted by		100	ereby cer						nd correct
Date(This space for use of Commission.)		(6)							
			icial position			W		······	***************************************

Address all communications and make all remittances to

NAMES	OCCUPATION	No. Shifts or Days	Rate per Day	Amount	
Bofinger Wm Cover J L	Miner	21	5.	105.00	
Waldes John		24	4.	96.00	
Bedner Vic	<b>1</b>	16	6	96.00	
pediter ATC		8	6.	48.00	1
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Pay rolls must be submitted on or before the twenty-fifth of each month covering operations for the previous month.

Failure on the part of employer to pay premiums as required by the Nevada Industrial Insurance statute acts as an automatic rejection.

## NEVADA INDUSTRIAL COMMISSION

Firm No.

		III SALL S				-				
ACTUAL GROS	S PAY	ROLL	OF	West	End (	Cons	by M	ines	Cor	D.
Name Exchequer Gold Mines, Inc I	ease		Mabel				ARTON STATE OF THE			
For Period Commencing March 1st 19	40	,193, aı	nd Ending.	Marc	31,	194	.0	,193		
Business Address						,				
Address of Plant Mina			County	Miner	11					
Character of Business		Minin	g			70-30				
In computing the pay roll the entire compensation re dary, wage, piecework, overtime, or any allowance in the otherwise. No deduction allowed for overtime in comput	way of pre	fit sharing	premium or	otherwise,	or whether	er pay	able in	money,	board,	
DEPARTMENT OR CHARACTER OF WORK	Total No. Shifts	For Carson	For Carson Actual Total		ctual Comp. Prems.		Actual A. B. Pre		ems.	
DEPARTMENT OR CHARACTER OF WORK	Worked	Office	e Pay Roll	Rate	Amou	nt	Rate	Amou	nt	
MINING										
ine clerical office employees							-			
ine commissary employees		1	345	4 11 11 11	13	00	7 0		04	
Il other employees, including superintendent, mechanics, teamsters, and laborers employed either underground or on the surface			243			-00-	7.6			
ORE REDUCTION									1000	
ill clerical office employees										
ill commissary employees										-
et or dry process, concentration; all employees engaged in operation, including superintendents, mechanics, and laborers										
ill construction										-
OTAL MINING AND ORE REDUCTION										1441
Adjusted by		St. Carlon	ereby certi					and con	rect	
D.	***************************************									
Date (This space for use of Commission.)		(S	ig.)							
		(0	fficial position	ı)						

NAMES AND OCCUPATIONS OF EMPLOYEES

NAMES	OCCUPATION	No. Shifts or Days	Rate per Day	Amount	
Wm Bofinger	Miner Mucker	21	5.00	105	-00
J.L.Caver	Leaser	24	4.00		
John Waldis	Miner	16	6.00		-00
Vic Bednar	Miner	8	6.00	The second second	
			-0,00	40	-00-
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Form 56

Pay rolls must be submitted on or before the twenty-fifth of each month covering operations for the previous month. Failure on the part of employer to pay premiums as required by the Nevada Industrial Insurance statute acts as an automatic rejection.

## NEVADA INDUSTRIAL COMMISSION

Firm No.

ACTUAL GROS	S PAY	ROLL	OF W	est	End	Cons	ol.	Mine	s Co	rp.	
Name Exchequer Gold Mines , Inc.	Leas	18		-							
For Period Commencing April 1,194	10	,193, a	nd Ending	Z	Apr	11 30	, 1	940	,193		
Business Address											
Address of Plant Mina			Coun	ty	Mine	ral					
Character of Business Mining	374										The lot
In computing the pay roll the entire compensation recall allows, wage, piecework, overtime, or any allowance in the or otherwise. No deduction allowed for overtime in comput	way of pro	ofit sharing	, premium	or othe	erwise,	or whether	er pay	able in r	money, h	poard,	
	Total	For Carson	Actual To	tal	Actu	al Comp. Pi	ems.	Actua	A. B. Pre	ms.	
DEPARTMENT OR CHARACTER OF WORK	No. Shifts Worked	Office	Pay Roll		Rate Amount		int	Rate	Amount		
MINING						NO.					
Mine clerical office employees							-				***
Mine commissary employees	129		597	00	4	23	88	3.2	19	10	
All other employees, including superintendent, mechanics, teamsters, and laborers employed either underground or on the surface											
ORE REDUCTION		Marie I									
Mill clerical office employees											
Mill commissary employees											100
Wet or dry process, concentration; all employees engaged in operation, including superintendents, mechanics, and laborers										1	
Mill construction											-
TOTAL MINING AND ORE REDUCTION						***************************************					
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#### NAMES AND OCCUPATIONS OF EMPLOYEES

NAMES	OCCUPATION	No. Shifts or Days	Rate per Day	Amount	
	- 1	or Days	Day		
9					
	se No. 1		- 00		
Wm Bofinger	Miner Mucker	27	5.00	105	
J.L.Caver	Leaser		4.00	108	1
Vic Bednar	Winer	27	-6.00	162 405	00
Lea	8 <del>8 No. 2</del>				
Bert Murphy	Leaser	16	4.00	64	00
an Weaver		16		64	10000
Gus Pederson		16		64	The Parket Parke
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AND DESCRIPTION OF THE OWNER, WHEN THE PARTY OF THE PARTY					

November 19, 1940.

Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada.

Dear Mr. Terwilliger:

We have paid Industrial Insurance on leasers and employees at the Mabel Mine, in accordance with payrolls turned in by them, and the following statement shows your account at the present time:

11-15-40 Deducted from settlement Lots 49-53, as deposit for your account

\$200.00

Industrial Insurance for Tex Caver Lease, paid by West End. Co. Sept. \$19.44, Oct. \$21.64 total \$\$41.08

Industrial Insurance for R. De La Mare Lease, paid by West End Co. Sept. \$16.85, Oct. \$14.40, total \$31.25

Total amount paid out for your account

72.33

Balance to your credit

\$127.67

The amounts chargeable to Tex Caver Lease and to R. De La Mare Lease will be deducted from settlements on lots now held up waiting for instructions from you and the U. S. Smelting Co. I wrote the Smelter, referring the letter to Mr. Woolley, on Nov. 6, but so far have heard nothing from them at all.

Very truly yours,

HDB:B

General Manager

November 8, 1940.

Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada.

Dear Mr. Terwilliger:

We have today received a letter from Mr. R. De La Mare, outlining the terms of his lease from you and requesting payment on that basis. These terms are stated to be as follows, and if you approve them, and if the smelter is agreeable, we will make payment to him direct as requested:

Deductions to be made:

Hauling \$1.50 per ton, for use of truck.

20% to West End Consolidated

5% to C. D. Terwilliger

Mr. De La Mare says he has a \$50 deposit in Carson City. he should draw down that deposit and make it with this company as we are going to take care of all Industrial Insurance from September on, from this office.

Mr. De La Mare says his lease is from the 500 to the 250 Level, although he did not say what area it covers.

Will you please confirm these terms fully, by letter, giving instructions as to who is to receive the hauling charge in case the smelter is agreeable to paying it to you or to Mr. Stein, and whether or not the hauling charge will vary with different shipments.

Very truly yours,

HDB:B

General Manager

November 18, 1940.

Nevada Industrial Commission, Carson City, Nevada.

Gentlemen:

Attention Henry H. Lee, Auditor.

We are enclosing herewith our voucher in amount \$115.53, which covers all operations of this company and its lessees at Tonopah, Silver Lining Mine, and also all operations of Ressees and C. D. Terwilliger at the Mabel Mine of this company. Until further notice all of the operations at the Mabel Mine will be covered by Industrial Insurance from this office and reported on our regular monthly report sheet.

We thank you for your letter of the 13th, and it was a relief to know that you had held the account open during the months of July, June and August, when Mr. Terwilliger failed to report payrolls. We also noted that you had deducted the premium due for those months from the Exchequer deposit, which was quite satisfactory.

Very truly yours,

HDB:B

Secretary

November 25, 1940.

Mr. D. M. Buckingham, County Treasurer, Hawthorne, Nevada.

Dear Mr. Buckingham:

Enclosed you will find our voucher covering first installment Mabel Mine taxes.

If Mr. Terwilliger should make payment to you on account of Mabel Mine taxes will you please apply the payment against future installments as they come due.

Very truly yours,

HDB:B

General Manager

October 31, 1940.

Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada.

Dear Mr. Terwilliger:

We have learned through the Nevada Industrial Commission that you have paid no industrial insurance on leasers or employees at the Mabel Mine since May 1940.

On July 10 I wrote you and acknowledged receipt of copy of your May report to the Commission, and requested that you send me copy for June and subsequent months. None has been received.

This neglect on your part is inexcusable and is a default of the most potent character. Naturally we assumed that you realized the danger of such action as failure to pay industrial insurance, thereby leaving yourself open to suits in case of injury to an employee or leaser.

We have carried Gerald M. Smiths lease industrial insurance for him, deducting from his shipments or being reimbursed by direct payment to us from him, and it appears that this same plan is the only safe way to handle your industrial insurance. We would of course hold out a substantial deposit from shipments to cover future payments. This will also make it necessary for you to report payrolls of yourself and leasers and their employees at the end of each month, so that we may make reports and payments to the Commission.

It would also be advantageous to all concerned if you would give us a resume of all leases at the mine, showing how the interest of each leaser can be calculated, so that we can make direct payments to leasers of whatever they have coming on each shipment.

No word has as yet been received from the U. S. Smelting about payments on the three small lots we have settlements for. You must realize that we can not pay anyone until we have authority to do so. Also, if the U. S. Smelting demands payment in full on these three lots, just what are the leasers to use for money.

Would you mind telling us just who takes care of the books and office end of your Mabel Mine operations, so that we may know to whom to look for payroll reports? Very truly yours,

November 8, 1940. Mr. R. De La Mare, Care Mabel Mine, Mina. Nevada. Dear Mr. De. La Mare: Thanks for your letter of the 6th, it is the first concrete statement of terms we have had regarding your lease which might serve as a basis for distribution on the two small lots of yours which we have received settlement for from Mineral Reduction Co. We are writing Mr. Terwilliger asking approval of terms as outlined by you, and as soon as the coast is clear we will be glad to make payment direct to you. Regarding your industrial insurance. All industrial insurance will in the future be taken care of from this office, and if you have a deposit up with the Commission you should draw it down and make it with this company instead. We will expect you to send in a copy of your payroll as early in each month as convenient, but not later than the 10th. of the succeeding month. This arrangement regarding the Industrial Insurance applies to all other leasers at the Mabel Mine also. and we would appreciate it if you would acquaint Mr. Caver with that fact, and ask him to please send in a copy of his October payroll at once, noting all days on which Mr. Stein may have been to the mine also as we will pay on him for the time spent at the Mabel Mine. Mr. Smith's industrial insurance has always been taken care of from this office. Very truly yours, HDB: B General Manager Copy to C. D. Terwilliger, 206 North Virginia Street. Reno, Nevada.

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DOMESTIC		CABLE	-				
TELEGRAM		ORDINARY					
DAY		URGENT RATE					
SERIAL	1000	DEFERRED					
NIGHT LETTER	X	NIGHT					
SPECIAL SERVICE	00	SHIP					
Patrons should check class of service desired, otherwise the message will be fransmitted as a telegram or							

# WESTERN

R. B. WHITE PRESIDENT

NEWCOMB CARLTON CHAIRMAN OF THE BOARD

J. C. WILLEVER FIRST VICE-PRESIDENT

7	CHECK
ACC	DUNTING INFORMATION
	TIME FILED
4	

Send the following message, subject to the terms on back hereof, which are hereby agreed to
To C. D. Terwilliger Dec. 2, 1940.
Street and No. 206 N Virginia St.
Place Reno, Nevada.
Replying your wire of today up to last fridays
forwarded mail have received no release from
Smelter stop expect to arrive Tonopah Wednesday
Hight stop know nothing about Botinger elaim
please write me Tonopah fully regarding so can
make settlements on my arrival Tonepah Wednesday
night.
W.D. Budelman.

CLASS OF SERVICE

This is a full-rate Telegram or Cable-gram unless its deferred character is indicated by a suitable symbol above or preceding the address.

# WESTERN 1201 UNION (25)

R. B. WHITE

NEWCOMB CARLTON

J. C. WILLEVER

SYMBOLS

DL=Day Letter

NT=Overnight Telegram

LC=Deferred Cable

NLT=Cable Night Letter

Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of origin.

FV163 22 DL 5 EXTRA XC=QUINCY CALIF VIA TONOPAH NEV 2

WEST END CONSOLIDATED MINE, H D BUDELMAN=

CARE CARLETON HOTEL OR FORWARD

PLEASE RUSH SETTLEMENT FOR LEASERS YOU HAVE RELEASE FROM SMELTER HAVE YOU HELD OUT FOR BOFFINGER CLAIM=

C D TERWILLIGER.

December 13, 1940. Mr. C. D. Terwilliger, 206 North Virginia Street, Reno. Nevada. Dear Mr. Terwilliger: On November 21 I wrote you regarding the taxes at the Mabel Mine for year 1940, but to date have not received any reply from you. We have paid the first installment and would like to pay the balance so as to be in the clear for this year. Before doing so we should have some word from you as to when we are to receive the share due from you. Your proportion for the year is \$79.13 for 10 months. Do you wish us to take the amount out of whatever is due you on shipments? In your wire to me of December 2 you asked if we had held out for Bofinger claim, and in my reply of the same date I asked for information regarding the claim as we have no instructions regarding it at all. Please write us fully on that, so that we may know what you mean and what you wish us to do. Very truly yours, General Manager HDB:B

November 24, 1940.

Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada.

Dear Mr. Terwilliger:

This is in reply to your letter of the 22nd with regard to royalty rate on Gerald M. Smith Lot No. 53.

Mr. Smith had repeatedly told us that there was no understanding covering any increase in royalty rate on this Lot 53; or on any ore he mined under his agreement which expired on November 1, 1940, if it were mined before the expiration date. He has handed us your wire to him, which reads as follows:

"As per our conversation will extend your lease one year under same terms except royalty 5 percent above present bracket will confirm by letter"

There is nothing in that wire to indicate that you expected any increase in royalty on this Lot 53, or on any ore mined prior to expiration of Smith's original lease, and we have had no word from you as to any understanding otherwise; until the receipt of your letter of the 22nd.

with reference to payment for hauling charge on the three small lots we now have ready to settle, awaiting instruction from you and the U. S. Smelting Company. Mr. Stein has already told me that the money was to be paid direct to him, as owner of the truck, and you state the money should be sent to you. Will you and Mr. Stein get together and instruct us what to do with the money.

Very truly yours,

February 2, 1941.

Dear Fred:

As I wrote you in my note of the 31st I went to the Mabel the evening of the 30th. No work had been done in the shaft, and C. D. T. had had no men working at the mine on his account. Saw both Caver and DeLaMare, got their payrolls. Also saw Smith in Mina, and got his payroll. Total shifts for January are 97. Left the Mabel Mine at 9:00 with no idea that C. D. T. was going to do anything about the shaft work, and was prepared to fight it out with us on the basis of his letter of complaint of Jan. 25, copy of which you saw. On the way down I met Loyd Wilson, and talked with ahim for a few moments. He told me without questioning that he had had a telephone call from C. D. T. from Salt Lake, asking him to come to the mine at once and instruct DE La Mare to start work in the shaft. Smith had told me previously that De La Mare had told him that C. D. T. had offered De La Mare anything he wanted in the mine if he would sink the shaft 10 feet per month. I said nothing to Wilson about the notice to C. D. T. and the fact that according to the notice work had to start before midnight of the 30th in order to comply with the terms of the agreement, even according to Terwilliger's understanding of the agreement.

and feet and war and administration of the

I had planned to go on back to the mine the evening of the 31st, but wanted to talk to Howard Gray first. On the 31st I thought best to wait until around mail time in the afternoon, thinkingtheremight be some word from Howard. Evidently there was mental telepathy at work, as Howard called me onthe telephone at 9:30 AM, stating he was coming over the first, arriving around noon. As is usual with attorneys he did not get here until nearly three in the P.M. At 2:30 who should arrive but C. D. T. who breezed into the office and discussed the work about to be started etc, asked about the industrial insurance etc. While we were in the throes of conversation Howard walked in. I asked C. D. T. if he would return in a half hour, which was O. K. with him. Howard then went over the situation and said he felt sure we could cancel the agreement on account of his, C. D. T. s, failure to comply with the notice. So he produced a form and I wrote out the notice of demand for possession, copy of which is enclosed. Howard did not think that C. D. could make very much trouble on the counts ennumerated in his letter of Jan. 25, which you read. However, the fact that we had not complied with the provision calling for stockholders meeting to ratify the agreement of Feb. 16, 1940, could make trouble. Our defense against that would be that he has always been in default and conditions did not justify the expense of calling a stockholders meeting.

I told Howard that we were willing to allow C. D. T. to go ahead if he would agree to a new, or amended agreement which would tie him absolutely to go ahead with work on the shaft, at not less than 100 shifts per month, and would allow him 30 days in which to make his decision, and asked Howard to explain that to C. D. when he came back.

Howard thinks we can put him off, but would have to go to court to do so. The procedure would be to serve him notice and demand for possession. If he refused, which he probably would, then we would have to sue for possession, and the case would be in court. It seems to me a much better plan to tie him down to the work we want done, with understood authority to simply put him out if he does not comply with the work provision. Making the new or amended agreement so tight that he could have no reason to put us into court in order to regain peaceable possession in case he failed to perform. Howard undesratnds that and is in accord I am sure.

At the appointed time C. D. showed up and we talekd the matter over, told him we thought he had failed to perform and our understanding was that he had failed to comply with the notice, and we were going to serve him with a demand for possession. He did not make any objection or argument, just asked what terms we would demand on a new, or amended agreement, and after a while took his departure. The understanding is that he will let us know early this coming week what he is willing to do. Just because he did not raise cain about our proposition does not necessarily mean he is taking it without a fight, as you know he is clever enough to hide his real feelings, or even to express an opinion until he has talked with his attorney. DE La Mare to start work

Howard has gone to Beatty to see his father and will return to Ely tomorrow. He will, on his return, prepare a wording which we can discuss and use in the amended or new agreement when the time comes. Howard suggested that in case C. D. agrees to such a suggestion that he come over here, C. D. come down, and we settle it all up together here in Tonopah. This sounds correct to me, as we do not want another fiasco such as we have been working under for the past year.

At any rate we served him with notice of demand for possession. Howard says that his lawyer, probably Price, has not had a case in a long time and is the kind of a fellow who would be delighted to get a court case, so a peaceable settlement is not yet assured.

It was a good thing that the Grand Jury recessed over saturday and sunday, but we start in again tomorrow, with probably four or five days yet to go, unless something unknown intervenes in the meantime. We have reformers, but things are going along all right I think.

Will not put anything else in this letter as the subject matter is "exclusive". At any rate, it will give you a pretty good slant of the situation to date. Drawon . besolone at dolar to you eds data Best regards bets remunes atauon eds no eldword down view eds data Best regards bets that we had seed the Best wound data we had seed the best wounded with the contract of the best wounded with the best wounded with the contract of the best wounded with the best with the best wounded with the best wi

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San Francisco, California. bluow noith agree to a new, or amended agreement which would tie him absolutely to go shead with work on the shaft, at not less then 100 shifts per month, and would allow him 30 days in which to make his deglaton, and asked Howard to explain that to C. D. when he came back.

#### RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

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Date of delivery

C. S. DOVERNMENT PRINTENS OFFICE

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Post Office Department	PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300
OFFICIAL BUSINESS	POSTMARK OF DELIVERING
REGISTERED ARTICLE TO	
No. INSURED PARCEL	
No	
Return to West End Con	solidated Mines lors
	NAME OF SENDER
SAN	RANCISCO,

TONOPAH, NEVADA

CALIFORNIA.

January 12, 1941. Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada. Dear Mr. Terwilliger: This is in reply to your letter of the 10th in which you asked for copy of mill returns on Lots 54, 55 and 56. The Mineral Reduction Company sends us only one copy of the mill returns on each lot, so if you wish a copy you should write to them and request that a copy be sent you. You have already received a copy of the settlement sheets on these lots, as issued by us. Very truly yours, HDB:B General Manager

December 14, 1940. Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada. Dear Mr. Terwilliger: At the time you had Sid Wilde working in the Mabel Shaft he told me, as I recall, that the Deputy Mine Inspector has been at the Mabel Mine and instructed Sid Wilde it would be necessary to put a new cable on the Mabel hoist. He suggested a 7/8 inch cable if sinking was to be carried to the 800 Level. On account of the light weight cage being used there it seems to me that a 3/4 inch cable is large enough, but this matter should be settled. It seems proper for you to take this matter up with the office of the Mine Inspector, rather than have the inquiry come from this office, and we suggest that you take care of it, sending us a copy of all correspondence. If we do not hear from you within a reasonable time on this matter we will assume that you wish us to take it up with the Mine Inspector, mand we will do so. Very truly yours, General Manager HDB:B

2 Copies O WE letterhand and Hank white. February 1, 1941. Mr. C. D. Terwilliger. 206 North Virginia Street, Reno. Nevada. Dear Sir: You are hereby notified that that certain agreement giving and granting to you a lease and option to purchase, made and entered into the 16th day of February, 1940, by and between the West End Consolidated Mines Corporation and C. D. Terwilliger, all those certain mining claims situate in the Gold Range Mining District, Mineral County, Nevada, known and described as follows: Mabel No. 1, Mabel No. 2, Mabel No. 3, Mabel No. 4, Boston No. 1, Boston No. 2, and Mabel North, is hereby cancelled and terminated for your having failed to observe and perform the covenants, terms, and conditions of said lease and option to purchase, and for your further failure to correct, as requested in our notice of December 30, 1940, within the period of 30 days thereof, each and all of the defaults and delinquiencies, in said notice set forth. Therefore, in view of your failure to correct said defaults and delinquiencies, as set forth in our notice heretofore given you, and your failure to observe and perform the terms, covenants, and conditions of said lease and option to purchase, and pursuant to the powers given to the said West End Consolidated Mines Corporation under the provisions of said lease and option to purchase, in event of your default or delinquiency, now, therefore, in pursuance and exercise of said powers, we hereby notify you to immediatedly quit, vacate, and surrender to the said west Erd Consolidated Mines Corporation or to its duly authorized representative, the premises, and each and every part, portion, and percel thereof above described, in the Gold Range Mining District, Mineral County, Nevada, including all the buildings, improvements, appurtenances, and structures thereon, and to deliver peaceful possession of said premises to the said West End Consolidated Mines Corporation, or to its duly authorized representative. WEST END CONSDIIDATED MINES CORPORATION. By Secretary Handy french. 1941 by 1443.

January 26, 1941.

W. Howard Gray, Attorney at Law, Ely, Nevada.

Dear Howard:

Enclosed you will find the following:

- 1. Copy of Notice of Default sent Mr. Terwilliger, and received by him on December 30, 1940. The return receipt card is signed by R. H. Collins, his office man in Reno.
- 2. Copy of complete record of ore shipments made since Mr. Terwilliger took over the Mabel Mine on Feb. 16, 1940. Mr. Terwilliger was not sent a copy of this record, but I did write him a letter dated January 12, 1941, which gave him the necessary information so he might know how much had been sent to the U. S. Smelting Go. on his note account.
- 3. Copy of letter to C. D. Terwilliger, dated January 12, 1941.
- 4. Copy of letter received this morning from C. D. Terwilliger dated January 25, 1941, which is self explanatory.

Indications are that the U.S. Smelting Co. are pressing him a little for payment. In fact, I have a letter here from Mr. Woolley which indicates that they are not entirely satisfied with his attention to the debt. I sent this letter on to Fred and cannot give you a copy right now on that account.

As the 30th of January rolls around it appears we are confronted with the possibility of demanding possession of the mine under the terms of the contract. So far as I know there is no work going on there in the line of shaft sinking, and I very much doubt if he has complied with the 100 shifts per month provision as I have an idea that even the leasers shifts during the past 30 days will amount to 100 shifts. Is it necessary that we notify him on the 31st of January in order to legally claim possession of the property, or will it be legal to simply let it go for a few days longer?

You note that he states he will be in Tonopah some time next week. That may mean nothing at all as he says such things without any definite intention of coming here. He may show up but the chances are he will not.

Very truly yours,

April 12, 1941.

Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada.

Dear Mr. Terwilliger:

On December 13, 1940 I wrote you with regard to taxes on the Mabel Mine, which you are supposed to take care of.

As I wrote you then, and on Nov. 21, 1940, your proportion of 1940 taxes amounts to \$79.13. We paid the first installment, amounting to \$22.61, but have not received any reimbursement from you of your proportion, and we have not received any notice from the Tax Receiver of Mineral County indicating that the second installment has been paid by you. It was due on the first Monday in March, which was the 3rd, and would be \$22.61 also.

If you let this ride, and it may already be too late to avoid penalties and interest, it will naturally grow in amount. Please write me about this as it will be necessary for us to serve you with a default notice for our protection, not only on this tax item but also on the default in labor requirements for period ending April 15, 1941.

Very truly yours,

HDB:B

General Manager

fut in 2 nd y 3 nd destattement June 4, 1941

transmitted as a telegram or

ordinary cablegram.

R. B. WHITE

NEWCOMB CARLTON CHAIRMAN OF THE BOARD J. C. WILLEVER

1206-B

CHECK	_
UNTING INFORM	ATION
TIME FILED	
	UNTING INFORM

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

Tonopah, Nevada, February 22, 1941.

Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada.

Will arrive Reno around two tomorrow and would like to meet you at your office around that time stops as plan to drive on to coast later in afternoon stop please get word to me if you cannot be there.

H. D. Budelman

Charge West End

February 19, 1941.

Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada.

Dear Mr. Terwilliger:

In accordance with our telephone conversation I am enclosing herewith a copy of proposed Supphemental Agreement, which has been drawn up as discussed by us in Tonopah on the 1st.

I plan to leave here the 23rd for Oakland, to be gone several days, and am anxious to get this supplemental agreement signed up before I leave. Will you therefore give this matter your immediate attention so that we can meet in Reno on either Sunday or Monday and finish this business. You understand that these terms for supplemental agreement are tentative only, but we must get straightened out on a final form or it will be necessary for us to make further demand for possession and put a man there to take charge of the property.

The U. S. Smelting Company has written asking for a copy of the original Notice of Default, of the Notice of Feb. 1 demanding possession, and a copy of the proposed Supplemental Agreement. We are sending these copies to them today.

Please acknowledge receipt of these papers, this letter and the copy of proposed Supplemental Agreement.

Very truly yours,

General Manager

HDB:B

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CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address. WESTERN 1201 UNION 1027A..

R. B. WHITE

NEWCOMB CARLTON

J. C. WILLEVER

SYMBOLS

DL=Day Letter

NT=Overnight Telegram

LC=Deferred Cable

NLT=Cable Night Letter

Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

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J CLASS OF SERVICE DESIRED		
DOMESTIC	CABLE	
TELEGRAM	ORDINARY	
DAY	URGENT RATE	
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OVERNIGHT TELEGRAM	NIGHT LETTER	
SPECIAL SERVICE	SHIP RADIOGRAM	
Patrons should check class of service deaired; otherwise the message will be transmitted as a telegram or ordinary cablegram.		

## WESTERN UNION

R. B. WHITE

NEWCOMB CARLTON

J. C. WILLEVER

\$
ACCOUNTING INFORMATION

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TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to	May 8 1941
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Street and No. Re ha	
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till uppert to see you her	e Sunday
1/200	
11707	
ag N.E.	

May 22, 1941.

Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada.

Dear Mr. Terwilliger:

Replying to your letter of May 15, 1941, we wish to advise you that no modifications of the agreement existing between yourself and the West End Consolidated Mines Corporation were to be made except an extension of time within which to begin work, which extension was to extend to June 1, 1941, and no longer.

The letter from yourself to Royston Coalition Mines, Ltd. dated May 5, 1941, directing the last mentioned corporation to issue 100,000 shares of stock in the Royston Coalition Mines, Ltd. to F. C. Ninnis and Herman Budelman was accepted solely in exchange for your promise to begin, or have the Royston Coalition Mines, Ltd. beginwork upon the Mabel Mine property within the period of time above mentioned, that is June 1, 1941.

The letter of May 5, 1941, is not acceptable in form for the reason that the 100,000 shares are to be delivered to the West End Consolidated Mines Corporation and not to F. C. Hinnis and Herman Budelman or either of them.

Very truly yours,

WEST AND CONSOLIDATED MINES CORP-ORATION

HDB:B

By Secretary

lofy & E. a. Rogues.

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and his proportion of the bullion taxes that may be levied upon the proceeds of said property.

Any duly authorized representative of the party of the first part shall have the right to enter the mine at any time during the life of this contract for the purpose of inspection, survey, sampling or map making.

In case of any default hereunder, except a default in the payments herein required, thirty (30) days notice shall be given second party of such default and if said default is not corrected within said thirty (30) day period, then all rights of second party herein shall cease and determine and he shall deliver peaceful possession of said premises to the party of the first part.

Prior to the commencement of operations upon said leased premises, the second party shall cause to be posted in a conspicuous place thereon notice of the non-liability of the lessor for any labor performed or materials furnished or improvements made on said premises during the term of this agreement, and shall cause a copy of such notice, together with an affidavit of posting the same in a conspicuous place upon said premises, to be recorded in the office of the County Recorder of Mineral County, State of Nevada, so as to conform in all respects with the laws of the State of Nevada.

First party agrees that after the first payment herein provided for is made, to submit this contract at a stock-holders' meeting regularly called for that purpose, for ratification, and immediately thereafter to place in escrow with the bank hereinbefore mentioned, a deed conveying a

good and sufficient title to said mining claims to the party of the second part, with instructions to said bank to deliver said deed to the party of the second part on full payment of the purchase price herein provided for.

parties hereto, that in the event said second party shall fail to make the payments, or any of them, herein provided for within the time required, or shall otherwise default, as provided for in this agreement, then all rights of second party in and to the property described in this agreement, shall immediately cease and determine and any and all payments theretofore made by second party shall be and become the property of the first party as liquidated damages.

This lease and option and all the terms, conditions and coverants herein contained, shall be binding upon and affect the heirs, executors, administrators, assigns and successors of the respective parties hereto.

This agreement may be transferred and assigned upon the written approval of the party of the first part.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

By CANALULUS

By

Commilies

PARTY OF THE SECOND PART

THIS AGREEMENT, made and entered into this 16th day of February, 1940, by and between the WEST END CONSOLIDATED MINES CORPORATION, a Nevada corporation, the party of the first part, and C. D. TERWILLIGER, the party of the second part,

### WITNESSETH:

That the party of the first part, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, does hereby give and grant to second party a lease and option to purchase all those certain mining claims situate in the Gold Hange Mining District, Mineral County, Nevada, known and described as follows:

MABEL NO. 1,
MABEL NO. 2,
MABEL NO. 3,
MABEL NO. 4,
BOSTON NO. 1,
BOSTON NO. 2, and
MABEL NORTH

at the price and upon the following terms and conditions, subject to existing leases now upon the property:

For the sum of \$135,000.00 payable as follows:

\$ 5,000.00 in 6 months; 5,000.00 in 12 months; 10,000.00 in 18 months; \$10,000.00 in 24 months; \$10,000.00 in 30 months; \$15,000.00 in 36 months; \$20,000.00 in 42 months; \$60,000.00 in 48 months.

All payments to be made at the First National Bank of Nevada, Tonopah Branch., Tonopah, Nevada.

Second party shall immediately upon the execution of this agreement diligently proceed to sink the present shaft on the above described properties, two hundred feet from the present lower level to cut a station on the seven hundred foot level, to drift from the eight hundred foot level under the winz marked No. 615 and to raise to connect with the seven hundred and thirty level with the bettom of No. 615 winz, the shaft to be timbered with 6 x 8's and completely lagged with 2" lagging; all work to be done in a good and workmanlike manner.

immediately upon the execution of this agreement, enter into possession of said property and make shipments of ore therefrom; provided, however, that all ores shipped shall be shipped in the name of the West End Consolidated Mines Corporation and said second party shall pay to first party royalties on all cres treated therefrom on the net mill or smelter returns at the mine, as follows:

15% on ores \$20.00 gross value per ton and under; 20% on ores over \$20.00 and up to \$100.00 gross value per ton; 25% on all ores over \$100.00 gross value per ton.

All royalties paid shall be applied on the second and subsequent payments herein provided for. Upon any ores now mined, the royalties thereon shall not apply on the purchase price. On the Smith lease now existing on the property, it is agreed that an estimate will be made on the ore which Smith now has in his chute and when a car is shipped the royalties on the ore mined as of this date shall not apply on the purchase price hereunder, but the balance of any royalties paid by said Smith shall be so applied.

The parties hereto agree to recognize and conform to the terms of present leases.

All ore shall be shipped to a mill or smelter that is mutually satisfactory to both parties.

If it shall, during the term of this agreement, be necessary to replace the present hoist now on the property, second party may place thereon new hoisting equipment and shall have the privilege of removing such new hoisting equipment in the event of the forfeiture of this agreement after a period of four (4) months from the date of such default; provided, however, that during such four (4) month period, first party shall have the privilege of buying said equipment at an appraised price fixed by arbitration.

Second party shall not remove, at the end of the term of this agreement or upon default, any tracks that may be placed in said mine but may remove jack hammers, stopers, steel and other small equipment and tools. Any buildings or fixtures placed upon said property by second party shall not be removable, except as herein otherwise stated.

During the term of this agreement, second party agrees to insure all men employed upon said property with the Nevada Industrial Commission and agrees, subsequent to thirty (30) days from the date hereof, to cause at least one hundred (100) shifts of labor per month to be performed upon the said property during each and every month of the term of this agreement.

During the term of this agreement, second party agrees to pay all state and county taxes levied upon said property

EXCHEQUER GOLD MINES, INC. RENO, NEVADA MAIN OFFICE MABEL MINE 206 N. VIRGINIA ST. HAWTHORNE, NEVADA RENO, NEVADA February 29, 1940 H. D. Budelman West End Consolidated Mines Corporation Tonopah, NEVADA Dear Mr. Budelman: The non-responsibility notices were filed and recorded on February 28th, 1940. Yours very truly, CDT: VAM

#### NOTICE OF NON-LIABILITY

NOTICE IS HEREBY GIVEN that the undersigned, WESE END CONSOLIDATED MINES CORPORATION, is the owner of those certain mining claims known as and called MABEL NO. 1, MABEL NO. 2, MABEL NO. 3, MABEL NO. 4, BOSTON NO. 1, BOSTON NO. 2, and MABEL NORTH, situated in the Gold Range Mining District, sometimes known as the Garfield Mining District, Mineral County, Nevada, upon which premises this Notice is posted.

NOTICE IS FURTHER GIVEN that said mining premises are held under lease and option from said company to C. D. TERWILLIGER, dated February 16, 1940, together with buildings, improvements and equipment connected therewith.

NOTICE IS FURTHER GIVEN that the undersigned owner of said mining claims or premises, or any part thereof, will not be responsible for any mining or development work, or liable for any labor furnished or materials or supplies used, or to be used therein or thereon, and the undersigned or said mining claims or premises will not be responsible for any labor, material or supplies which may hereafter be performed, furnished or used, upon, in or about said premises, or any part or portion thereof, either by the said C. D. TERWILLIGER or any of his employees, or by his sub-lessees or their employees.

Dated February 16, 1940.

WEST END CONSOLIDATED MINES CORPORATION

General Manager

#### NOTICE OF NON-LIABILITY

NOTICE IS HEREBY GIVEN that the undersigned, WEST END CONSOLIDATED MINES CORPORATION, is the owner of those certain mining claims known as and called MABEL NO. 1, MABEL NO. 2, MABEL NO. 3, MABEL NO. 4, BOSTON NO. 1, BOSTON NO. 2, and MABEL NORTH, situated in the Gold Range Mining District, sometimes known as the Garfield Mining District, Mineral County, Nevada, upon which premises this Notice is posted.

NOTICE IS FURTHER GIVEN that said mining premises are held under lease and option from said company to C. D. TERWILLIGER, dated February 16, 1940, together with buildings, improvements and equipment connected therewith.

NOTICE IS FURTHER GIVEN that the undersigned owner of said mining claims or premises, or any part thereof, will not be responsible for any mining or development work, or liable for any labor furnished or materials or supplies used, or to be used therein or thereon, and the undersigned or said mining claims or premises will not be responsible for any labor, material or supplies which may hereafter be performed, furnished or used, upon, in or about said premises, or any part or portion thereof, either by the said C. D. TERWILLIGER or any of his employees, or by his sub-lessees or their employees.

Dated February 16, 1940.

WEST END CONSOLIDATED MINES CORPORATION

General Manager

STATE OF NEVADA

COUNTY OF MINERAL

. Dig Macy, being first duly sworn according to law, on oath says: that on 28 day of Jeg., 1940, he posted on the mining premises described in the attached Notice, three duplicate original signed copies of the said Notice; said posting being at the following places:

One copy was posted on the gallows frame of the Mabel Shaft.

One copy was posted in the engine room at the Mabel Shaft.

One copy was posted on the building known as the mess house.

The said Notices were posted in conspicuous places where they could be readily seen and examined.

Subscribed and sworn to before me this 28 day of Lebrusery, 1940.

My commission expires april 5,1942

EXCHEQUER GOLD MINES, INC.

RENO, NEVADA

MAIN OFFICE 206 N. VIRGINIA ST. RENO, NEVADA

February 29, 1940

H. D. Budelman West End Consolidated Mines Corporation Tonopah, NEVADA

Dear Mr. Budelman:

I am returning herewith one signed copy of the agreement on the Mabel Mine. This is to replace the one you gave me in Tonopah which had the company seal on it.

Yours very truly,

C. D. Terwilliger

CDT: VAM

EXCHEQUER GOLD MINES, INC.

RENO, NEVADA

MABEL MINE HAWTHORNE, NEVADA

MAIN OFFICE 206 N. VIRGINIA ST. RENO, NEVADA

February 29, 1940

H. D. Budelman West End Consolidated Mines Corporation Tonopah. NEVADA

Dear Mr. Budelman:

Would like your permission to transfer our agreement of February 16th, to the Exchequer Gold Mines, Inc.

Yours very truly,

CDT: VAM

WEST END CONSOLIDATED MINES CORPORATION TONOPAH, NEVADA.

Extract from the minutes of a stated meeting of the Board of Directors of the West End Consolidated Mines Corporation, at which a full quorum was present, duly called and held at the office of the said company in Tonopah, Nevada, on Friday, March 1940, at 2:00 o'clock P. M.

On motion duly made and seconded, and unanimously carried, it was

"RESOLVED; That the West End Consolidated Mines Corporation hereby consents to the assignment to Exchequer Gold Mines, Inc. by C. D. Terwilliger of his interest in that certain agreement on the Mabel Mine, by and between this corporation as party of the first part, and C. D. Terwilliger as party of the second part, datedFebruary 16, 1940."

I hereby certify the above to be a true and correct copy from the original minutes.

Secretary

(Seal)

Dated March 1940.

## SOUTH COMSTOCK GOLD MINES, INC. RENO, NEVADA

MINES AND MILL SILVER CITY NEVADA

March 29th 1940

MAIN OFFICE 206 N. VIRGINIA ST. RENO, NEVADA

Mr.Fred C Ninnis, West End Consolidated Mines Corporation. Tonopah.Nevada.

Dear Mr. Ninnis:

I have your letter of the 27th. The check should be send here without deductions for hauling as this was done with our own truck The regular trucking charge is \$4.00 per ton.

Presume you will hear from Black & Deason within the next few days.

When you were in Reno you spoke about an extension of the Smith Lease. This can be arranged but would like to get a copy of his lease as I do not know just what it covers. As s on as this is received will write you. If you have any suggestions as to any changes please write me.

The boys expect to ship one car Monday. We are moving timbers in the first of the week and expect to get started on the sinking very soon.

Hereafter all returns should be made to me here at Reno.

Yours very truly

Countly

# SOUTH COMSTOCK GOLD MINES, INC. RENO, NEVADA

MINES AND MILL SILVER CITY NEVADA

March 14th 1940

MAIN OFFICE 206 N. VIRGINIA ST. RENO, NEVADA

Mr.H.D.Budelman, West End Consolidated Mines Corn. Tonopah, Nevada.

Dear Mr. Budelman:

Enclosed find copy of Notice of Non Beability. This was send to me but should be a part of your files.

A few loads of Mabel ore were send to Benton for testing. When the checks are received please mail them direct to me.

Have you had any returns on the two cars to Salt Lake City.

The weather has been clearing so we will be able to haul the lumber for the shaft very soon.

Understand you checked the drift where Smith was working. At the time I was in Tonopah you had a map showing his working and I thought it was on one that I received but it does not show. Would you send me a sketch so I can put your figures on this map.

Yours very truly

C Ny willige

EXCHEQUER GOLD MINES, INC. RENO, NEVADA MAIN OFFICE 206 N. VIRGINIA ST. MABEL MINE RENO, NEVADA HAWTHORNE, NEVADA March 8, 1940 H. D. Budelman Tonopah, NEVADA c/o West End Consolidated Mines Corporation Dear Mr. Budelman: I have your letter of the 2nd enclosing a copy of transfer agreement. This form is satisfactory and we will have this approved at our regular meeting sometime early next week. With kind regards, CDT: vam

### CALVADA LUMBER COMPANY

Manufacturers of CALIFORNIA PINE . SUGAR PINE . DOUGLAS FIR

Sawmill: QUINCY, CALIFORNIA

Main Office: RENO, NEVADA

Reno, Nevada May 20th 1940

West End Consolidated Mines Corporation, Tonopah, Nevada.

Gentlemen:

to look after them.

I have your letter of the 15th which was received by me at Quincy, Calif.

Note that you claim a default in our contract. I would refer you to your letter of April 16th calling my attention to certain terms of the contract and that this should be corrected ending May 16th. I do not acknowledge that any default existed but never theless I was in Mina on the 13th and hired the shaft crew and they went to workon the 14th. In accordance with your letter of April 16th this corrected any default that may have existed. I will carry out my part of the agreement and I feel sure that you will do the same. I have instructed the men to continue with the shaft. We will increase the crew as soon as they get better organized and Mr. Prince can get down

I am sorry that there has been any misunderstanding but trust that we will be able to work together for our mutual benefit.

Wired you that it would be impossible for me to get down for another week as I am in the midst of starting my sawmill and this will take another week of my time. We have the balance of the shaft timbers cut now and waiting for a gruck to haul them to the mine. If you or Mr. Budelman should come through Reno and will let my office know a day ahead I could drive up from the Milo

Yours truly
C.D.Terwilliger

May 11th Towney Tacked to Wild about contract -Which started work on 16th # 23-24 In lowpal 2 3 5 dyfault notices

Fee paid cer	nts Class postage	SISTERS
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POSTMASTER, p	The same of the sa	MAILING OFFICE
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of mailing.	U.S. GOVERNMENT PRINTING OFFICE	e5—6852

(POSTMARK OF)

Form 3806 (Rev. Jan. 21, 1935)

Receipt for Registered Article No.

Registered at the Post Office indicated in the Postmark
Fee paid cents Class postage
Declared value Surcharge paid, \$
Return Receipt feeSpl. Del'y fee1941
in person, or order Fee paid
POSTMASTER, per (MAILING OFFICE)
The sender should write the name of the addressee on back hereof as an identification. Preservand submit this receipt in case of inquiry or application for indemnity.  Registry Fees and Indemnity.—Domestic registry fees range from 15 cents for indemnity no exceeding \$5 up to \$1 for indemnity not exceeding \$1,000. The fee on domestic registered matter without intrinsic value and for which indemnity is not paid is 15 cents. Consult postmaster as the specific domestic registry fees and surcharges and as to the registry fees chargeable on registered parcel-post packages for foreign countries. Fees on domestic registered C. O. D. mil range from 25 cents to \$1,20. Indemnity claims must be filed within one year (C. O. D. six months) from date of mailing.

U. S. GOVERNMENT PRINTING OFFICE

(POSTMARK OF)

Form 3806 (Rev. Jan. 21, 1935)

Receipt for Registered Article No.

Receipt for Registered Article No. Registered at the Post Office indicated in the Postnie Fee paid . Class postage Declared value Surcharge paid, \$ Return Receipt fee Spl. Del'y fee Delivery restricted to addressee in person\_\_\_\_, or order\_\_\_\_ Accepting employee will place his initials in space indicating restricted delivery POSTMASTER, per (MAILING OFFICE) The sender should write the name of the addresses on back hereof as an identification. Pleserve and submit this receipt in case of inquiry or application for indemnity, Registry Fees and Indemnity.-Domestic registry fees range from 15 cents for indemnity not exceeding \$5 up to \$1 for indemnity not exceeding \$1,000. The fee on domestic registered matter without intrinsic value and for which indemnity is not paid is 15 cents. Consult postmaster as to the specific domestic registry fees and surcharges and as to the registry fees chargeable on registered parcel-post packages for foreign countries. Fees on domestic registered C. O. D. mail range from 25 cents to \$1.20. Indemnity claims must be filed within one year (C. O. D. six months) from date of mailing. U. S. GOVERNMENT PRINTING OFFICE 05-6852

(POSTMARK OF

Form 3806 (Rev. Jan. 21, 1935)

Registered at the Post Office indicated in the Postm	ark
Fee paid cents Class postage	178 180
Declared value Surcharge paid, \$	
Return Receipt feeSpl. Del'y fee Delivery restricted to addressee:	APR )=
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POSTMASTER, per	(MAILING OFFICE)
The sender should write the name of the addressee on be and submit this receipt in case of inquiry or application for Registry Fees and Indemnity.—Domestic registry fees exceeding \$5 up to \$1 for indemnity not exceeding \$1,000, without intrinsic value and for which indemnity is not paths specific domestic registry fees and surcharges and as to parcel-post packages for foreign countries. Fees on dome 25 cents to \$1.20. Indemnity claims must be filed within of mailing.	ack hereof as an identification. Preserve indemnity.  range from 15 cents for indemnity not. The fee on domestic registered matter dis 15 cents. Consult postmaster as to the registry fees chargeable on registered stic registered C. O. D. mail range from one year (C. O. D. eis. months) from date
U.S. GOVERNMENT PRINTING OF	FICE 5-6959

(POSTMARK OF)

Form 3806 (Rev. Jan. 21, 1935)

Receipt for Registered Article No. \_\_\_\_\_

# WEST END CONSOLIDATED MINES CORPORATION EXECUTIVE OFFICE, TONOPAH, NEVADA TONOPAH, NEVADA F. C. NINNIS. PRESIDENT AND TREASURER H. D. BUDELMAN, VICE PRESIDENT AND GENERAL MANAGER April 16, 1940. Mr. C. D. Terwilliger, 206 North Virginia Street, Reno. Nevada. Dear Mr. Terwilliger: Referring to Agreement, dated February 16, 1940, between the West End Consolidated Mines Corporation and yourself, covering your Lease and Option to purchase the Mabel Mine owned by this company. According to the terms of said Agreement, it is provided: 1. Page 2, paragraph 1. You agreed, immediatedly upon the execution of said Agreement, to proceed to sink the present shaft 200 feet from the present lower level and to then proceed with other development work as outlined therein. 2. Page 3, paragraph 5. Beginning 30 days from the date of the Agreement, to cause at least 100 shafts of labor per month to be performed upon the said property during each and every month of the term of this Agreement. 3. Page 4, paragraph 2. In case of default, except in

default in payments required, 30 days notice of default is provided for.

During the month period March 16, 1940 to April 16, 1940 you have failed to perform the required number of shifts on the property; and have also failed to proceed with the shaft sinking as required; which constitutes a default by you under the contract agreement.

In conformity with the terms and conditions set forth in said Agreement of February 16, 1940, this is official notice to you that unless said default is corrected within the next monthly period, ending May 16, 1940, then all your rights under said Agreement will expire as of that date, namely on May 16, 1940.

Very truly yours,

### JUNGO STAR GOLD MINES CO.

411 FIRST NATIONAL BANK—MAIN OFFICE BUILDING
RENO, NEVADA

C. D. TERWILLIGER, PRESIDENT

April 24, 1940

West End Consolidated Mines Corp. Tonopah, Nevada

Attn: Mr. H. D. Budelman

Dear Mr. Budelman:

I have your letter of the 16th and note what you say regarding the lease and option on the Mabel Mine.

The sinking of the shaft will start next week and I do not believe there will be any further question regarding this.

On the shifts performed I do not have the figures here, but will have them when I come to Tonopah during next week.

Yours very truly,

CDT/m

C. D. Terwilliger

### JUNGO STAR GOLD MINES CO.

411 FIRST NATIONAL BANK—MAIN OFFICE BUILDING
RENO. NEVADA

C. D. TERWILLIGER, PRESIDENT

October 25, 1940

West End Consolidated Mines Co. Tonopah, Nevada

Gentlemen:

Are you holding up any returns from the Mineral Separation Co.? Mr. DeLamare advises that he had a shipment out some time ago but so far we have not received any returns on this.

Yours very truly,

(I) Serwilliger

(II)

CDT:fk (dictated but not read)

## CALVADA LUMBER COMPANY

Manufacturers of CALIFORNIA PINE . SUGAR PINE . DOUGLAS FIR

Sawmill: QUINCY, CALIFORNIA 3

Main Office: RENO, NEVADA

May 30, 1940

Mr. Herman Budelman c/o West End Mine Tonapah, Nevada

Dear Mr. Budelman:

I had a short visit with Mr. Ninnis this morning. I expected to be able to be down to Mina and Tonapah tomorrow, but find that I have to go to San Francisco. It is possible that I will get down that way Sunday or Monday, but when I leave San Francisco, will wire you to see if you will be in town.

Yours very truly,

C. D. Terwilliger

CDT:sm

### WEST END CONSOLIDATED MINES CORPORATION

EXECUTIVE OFFICE, TONOPAH, NEVADA

TONOPAH, NEVADA

F. C. NINNIS.
PRESIDENT AND TREASURER

H. D. BUDELMAN,
VICE PRESIDENT AND GENERAL MANAGER

May 23, 1940.

Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada.

Dear Mr. Terwilliger:

Thanks for your letter of the 20th, regarding Mabel Mine contract.

We were under the impression that you had given up the idea of doing any work in the Mabel Nine, as required by the contract, as you have been in default ever since the 30 day period which expired on March 16 inclusive.

In accordance with the contract terms we notified you on April 16 of your default. As a matter of fact the contract specifically provides for 30 day periods and until the 15 of May inclusive you were entitled to correct the default. During the period allowed you had neither performed the number of shifts required nor had you made any effort to start sinking the shaft.

On May 15 we advised you by letter, although such notice is not required by the terms of the contract, that you rights had ceased as of that date. Mr. Ninnis was on the property the 15th and we know that no work of any kind had been started. Naturally, under the circumstances, we though you had given up the idea of doing any work and were abandoning your rights under the contract. We were very much surprised to receive your letter of the 20th.

At any rate, your failure to carry out your required part of the terms of the contract, and our 30 day notice to you, automatically cancels the contract.

The leasers are still entitled to continue as previously, according to the terms of their contracts with this company.

If you are sincerely interested and care to provide us with satisfactory evidence of your ability and intention to proceed with the work as previously discussed, we are perfectly agreeable to negotiate with you, with the possibility of entering into a new contract. If you are interested we would like to know as soon as convenient for you as we have other plans in mind. Mr. Ninnis and I expect to be here in Tonopah during the next week and could meet you here, although it would be better to make a definite appointment by wire or letter or telephone.

Very truly yours,

Secretary

Mabel Deriveligie Corres defaults 1940-1941 AGREEMENT

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THIS AGREEMENT, made and entered into by and between the WEST END CONSOLIDATED MINES CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Nevada, and hereinafter referred to as party of the first part. and C. D. TERWILLIGER, LOYD WILSON, and L. E. STEIN, hereinafter referred to as parties of the second part:

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### WITNESSETH:

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WHEREAS, certain agreements have heretofore existed between the parties hereto, which agreements have, before the date hereof, been mutually cancelled and abrogated by the parties hereto, and.

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WHEREAS, the said first party has entered into an agreement with the ROYSTON COALITION MINES, LTD., a corporation, involving and pertaining to the mining premises covered by the above referred to agreements between said first and second parties,

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NOW THEREFORE, it is mutually covenanted and agreed by and between the parties hereto, said second parties covenanting and agreeing, both jointly and severally, as follows;

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That said first party will, in consideration of the aid and assistance of said second parties in obtaining the agreement between the said first party hereto and the ROYSTON COALITION MINES, LTD., pay to said second parties a commission, said commission to be paid in amounts and at the times as herein set forth:

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15% of each installment upon the purchase price as paid by the Royston Coalition Mines, Ltd., to said first party, said commission to be due and payable only in the event the Royston Coalition Mines, Ltd., pay or

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30 cause said installments of the purchase price to be paid; said commission to be payable as of the date upon which the installment on the purchase price becomes due. It is understood that all royalties paid to said first party by the Royston Coalition Mines, Ltd., are to be applied to the purchase price agreed upon between said first party and said Royston Coalition Mines. Ltd.

Said second parties further covenant and agree, jointly and severally, that in the event that the agreement between the first party hereto and the ROYSTON COALITION MINES, LTD., becomes forfeited and of no legal effect for any cause whatsoever, that this agreement shall terminate and they, nor neither of them, shall have any claim or demand for services or for any other reason against the said first party.

Said second parties further covenant and agree, both jointly and severally, and hereby so instruct said first party to pay the said 15 per cent as follows: one-third of said commission to each of the parties hereto, said payments to be made at some bank to be designated by the said second parties, or each of them.

said second parties, both jointly and severally, covenant and agree with said first party, and said first party is hereby instructed to pay all sums due them or either of them to the United States Smelting and Refining Company, whose office is at Salt Lake City, Utah, until all indebtednesses now existing between the said second parties or either of them, to the said United States Smelting and Refining Company, arising out of a certain agreement dated the 16th day of August, 1940, wherein the United States Smelting and Refining Company is a party, have been paid in full, and it is further jointly and severally covenanted and agreed by the said second parties that the said first party is and shall be relieved from any liability whatsoever in or resulting from the payments as in this paragraph provided for.

Any covenant and agreement herein made, or any covenant and agreement implied by the terms hereof, shall be deemed to be made by said second parties, both jointly and severally.

Said second parties further covenant and agree that they, or either of them, will not assign, transfer, or convey to any third party any of their rights hereunder, or any sums of money to be paid the said second parties or either of them by said first party.

IN WITNESS WHEREOF, the said second parties have hereunto signed their names, and the said first party has caused the corporate name to be hereunto affixed, together with its seal, this 4 day of Vune , 1941.

WEST END CONSOLIDATED MINES CORPORATION

First Party

Second

Parties

# NEVADA INDUSTRIAL COMMISSION

M No. 9077

			COMPENSATION		ACCIDENT BENEFIT						
TE	PERIOD COVERED	CASH BOOK		AMOUNT OF PAYROLL	CASH	CASH	PREMIUM CHARGE	CREDIT BALANCE	CASH	PREMIUM	CREDIT
4 40	SEP	4677	4	504.00	36.29	20.16	20.16	43.78	16.13	16.13	35.02

Please submit payroll reports for June, July and August 1940.

EXCHEQUER GOLD MINES INC C/O WEST END CONS MINES CORP TONOPAH, NEVADA

### JUNGO STAR GOLD MINES CO.

411 FIRST NATIONAL BANK—MAIN OFFICE BUILDING RENO. NEVADA

C. D. TERWILLIGER, PRESIDENT

November 22, 1940

West End Consolidated Mines Co. Tonopah, Nevada

Gentlemen:

I have your letter of the 8th regarding term of lease with R. DeLamare. The arrangements with Mr. DeLamare was 5% above the lease, in effect with Smith. When ore was hauled to Benton he was to pay us \$1.50 per ton for the use of our truck, which should be sent to me; but if the ore was shipped to the smelter it would be undoubtedly hauled by Chappell and this should be deducted and immediately sent to Mr. Chappell. It is better to handle the DeLamare shipments in this way as he is responsible and it would help him in securing his money promptly.

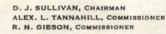
The discription of the lease is approximately correct but the exact levels will have to wait my Visit to the mine.

There is some money due Mr. DeLamare on previous shipments and I would like to get this cleaned up as soon as possible. I have a copy of your letter of the 6th to the smelter and have written them today to release this money.

Yours very truly,

CDT:fk

cc: R. DeLamare Hawthorne, Nevada



ADDRESS ALL CORRESPONDENCE TO NEVADA INDUSTRIAL COMMISSION



# NEVADA INDUSTRIAL COMMISSION CARSON CITY

April 19, 1940

West End Consolidated Mines Corporation Tonopah, Nevada

Re: Exchequer Gold Mines, Inc. Firm No. 9079 (Mabel Mine)

Attention Mr. H.D. Budelman, Gen'l Mgr.

Gentlemen:

In reply to your favor of the 12, you are advised the above captioned account was opened under date of March 30, 1940, by Mr. C. D. Terwilliger, of Reno, but no payroll has been reported as yet, the period March 30, to April 30, is due after May 1, and not later than May 25th, 1940. Amount of advance deposit is \$28.80 which is sufficent to cover premiums on an estimated payroll of \$200.00 for sixty days in advance.

With reference to your guarantee to pay the premiums will say this does not mean anything unless the payrolls and premiums are reported when due, if the contributor fails for a period of sixty days to report payrolls and premiums the account automatically defaults.

We would like to suggest since it is realy your responsibility that you report payrolls and premiums so you may be in touch with the condition of the account at all times, this would be the safer way to handle the matter so that you as well as the Leasers might be protected at all times.

Yours very truly,

Nevada Industrial Commission

By

Henry H. Lee, Auditor.

### JUNGO STAR GOLD MINES CO.

411 FIRST NATIONAL BANK—MAIN OFFICE BUILDING
RENO, NEVADA

C. D. TERWILLIGER, PRESIDENT

November 5, 1940

West End Consolidated Mines Co. Tonopah, Nevada

Gentlemen:

There is a couple of shipments that have been held up on the payment, especially one of the shipments made by Rod Delmar. I would like to get this money to Mr. Delmar.

Would it not be possible on these shipments to arrange so that you could send him a check direct. His royalty will be 5% over the royalty we are to pay. This same arrangement applies to Smith; and we are to receive the extra 5%.

Yours very truly,

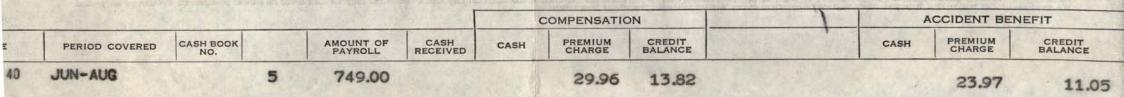
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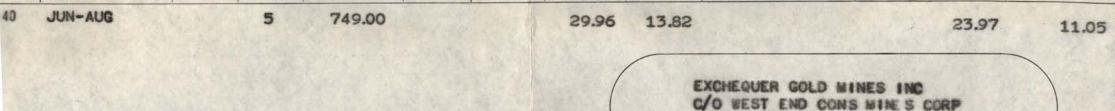
CDT:fk

## NEVADA INDUSTRIAL COMMISSION

FIRM No. 9077

NOV 13 1940





TONOPAH, NEVADA

Inable mine, nov. 6, 1940 West End Consolidated mines, Lonopah, Turada Dear Sus! I understand from a conversation with In. Smith that you are in doubt as to my lease and the method of settlement. Having talked it over with Ins. Terwilliger in Reno, on monday that it will be satisfactory to both of us to have the settlement made out in your Office, sending Im. Terwillige his 5% plue 1, 30 pu ton for use of truck. On partnuns I have done my own harling, repaired truck of payed all sunning expenses. So if you have the returns There, 2

would appreciate it if you would settle them on this basis, Sending my check direct to me in mina. I will notify you if the hauling arrangement changes. In regards compensation, a 50 deposit is in Carson City. and the following shifts may be deducted from my settlement Wesley Sather - 25 skifts @ 4. Rodney De La mare . 25 " @ 34. This covers October 31st Regarding my lease, it extends from the 500 level to the 250, for one year. In Lewilliger said he would write you confirming these arrangements. Busettulles Respectfully, A. De to march





D. J. SULLIVAN, CHAIRMAN ALEX. L. TANNAHILL, COMMISSIONER R. N. GIBSON, COMMISSIONER

ADDRESS ALL CORRESPONDENCE TO NEVADA INDUSTRIAL COMMISSION

# NEVADA INDUSTRIAL COMMISSION CARSON CITY

May 25th, 1940.

H. D. Budelman, Sec'y. West End Cons Mines Corp., Tonopah, Nevada.

Dear Sir:

In answer to your letter of the twenty-second instant, please be advised that today we received a payroll in the sum of \$180.00 from the office of C. D. Terwilliger in Reno and same was accompanied by a check for \$12.96. Mr. Terwilliger shows two miners: Wm. Bofinger and J. L. Caver working 20 shifts © \$4.50 each for the month of April. We did not receive any payroll from him for the month of March.

We have not charged premiums either on your reports or the report received from Mr. Terwilliger. We will hold these until we hear from you.

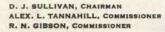
Very truly yours,

NEVADA INDUSTRIAL COMMISSION

By Skewy N. Lee Auditor

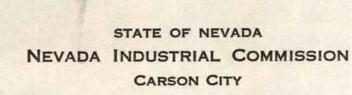
DLJ

cc - C. D. Terwilliger
Box 611
Reno, Nevada



ADDRESS ALL CORRESPONDENCE TO NEVADA INDUSTRIAL COMMISSION





November 13, 1940

West End Consolidated Mines Corp'n. Tonopah, Nevada

Re: Firm No. 9077 Exchequer Gold Mines, Inc.

Attention Mr. H.D. Budedman, Secty.

Gentlemen:

We enclose herewith statement indicating premium charge on payroll for period June 1, to August 31, on Mabel Mine which has been operated by C. D. Terwilliger under the above captioned firm.

The reason for asking for payroll for the period mentioned above is due to the fact your Company had obligated itself to pay the premiums in case they were not otherwise paid and for this reason we did not exercise the default penalty, and the insurance has continued in force from the date of March 30, 1940, when the account was opened.

You further state it is your intention to submit payrolls and premiums on the Mabel Mine direct from your office, and that the name "Exchequer Gold Mines, Inc., need not appear on the reports or receipts, as your dealings are directly through C. D. Terwilliger, personally, and so far as we are concerned the payrolls should either be reported under this firm name, or you may report them in the name of your Company along with your other regular payrolls.

We will thank you to advise your final decision in the matter so we may be governed accordingly in the future.

Yours very truly

Nevada Industrial Commission

Henry H. Lee,

CC to Exchequer Gold Mines, Inc. 206 North Virginia Street, Reno, Nevada

### JUNGO STAR GOLD MINES CO.

411 FIRST NATIONAL BANK—MAIN OFFICE BUILDING RENO. NEVADA

C. D. TERWILLIGER, PRESIDENT

November 22, 1940

West End Consolidated Mines Co. Tonopah, Nevada

Gentlemen:

I have been away for some time and upon my return found your settlement sheet #53 with Gerald M. Smith. I notice that you have only deducted 30% royalty which is the royalty on your lease alone. The arrangements made with Mr. Smith when he secured an extension was 35% royalty on ore over \$150.00 or 5% more than your royalty.

Please advise regarding this.

Yours very truly,

CDT:fk

WEST END CONSOLIDATED MINES CORPORATION EXECUTIVE OFFICE, TONOPAH, NEVADA TONOPAH, NEVADA F. C. NINNIS.
PRESIDENT AND TREASURER H. D. BUDELMAN, VICE PRESIDENT AND GENERAL MANAGER December 13. 1940. W. Howard Gray, Attorney at Law, Ely, Nevada. Dear Howard: With further reference to contract with C. D. Terwilliger, and form of Notice of Default. As you know we sent Mr. T. a Notice dated Oct. 18, and I wrote you that he had put two men on the shaft work beginning Oct. 14. They worked 9 days each, 18 shifts all together, and then were taken off. They actually did do a little work in the shaft but, while I have not actually seen the work I was told they only sunk about 2 feet and made quite a mess of the work done. This means that Mr. T. did not get his moneys worth even for the 18 shafts. So far as I know there is no one working there now, so it seems we should give them another notice. According to the contract Mr. T. is supposed to pay the taxes. I sent in the first installment, after notification to Mr. T. that he owed for 10 months of the 1940 taxes, and he has not even written me regarding that. Also according to the contract Mr. T. is supposed tom pay industrial insurance on all men and leasers. Fred stopped and saw the Secretary of the Nevada Industrial Commission and found that he had not presented a pay roll since May, covering that month, and had neglected to submit pay roll for June, July, August and September. We at once paid September and as I had previously written the Commission we would guarantees the Industrial Insurance on all Mabel Mine men the Commission finally accepted payrolls for June, July and August and they are paid. Early in October I notified Mr. T. that we would in future pay all Industrial Insurance from this office, and to cover it we deducted \$200.00 from the last payment made to the U. S. Smelting for account of Mr. T. The smelter did not like the idea but have agreed to let it ride that way. Later I will make a copy of correspondence with the U. S. Smelting on that so you can have it for your files. At any rate Mt. T. has now been accused of defaulting on his contract on three counts, failure to carry on agreed work didigently, failure to pay industrial insurance, and failure to pay taxes. The question remains as to form of the next Notice of Default to send him, which should be sent now. Shall we use the same form as previously, or shall we mention the industrial insurance and taxes? Would appreciate a little advice on this, at your early convenience.

### EXCHEQUER GOLD MINES, INC.

RENO, NEVADA

MABEL MINE HAWTHORNE, NEVADA MAIN OFFICE 206 N. VIRGINIA ST. RENO, NEVADA

December 4, 1940

West End Consolidated Mines Co. Tonopah, Nevada

Attention: Mr. Budelman.

Dear Mr. Budelman:

I have your letter of the 24th regarding the Smith Lot #53. At the time I talked with Mr. Smith in Mina it was understood that he was to pay, from that time on, the extra 5%. If I had wanted to be technical at the time I could have let him hold up shipment a few days which would have brought the shipment under the time when his present lease would have expired; but as he had a carload I saw no reason for holding this up and advised him to make shipment. We will expect you to hold this amount out from his next shipment and unless he does so we will not grant an extension on the old lease.

Yours very truly,

C.D. Jerwilliger

CDT:fk (dictated but not read)

West End Consolidated Mines Corporation Page 2 Tonopah, Nevada

Now, as to the date of the notice of default. I do not attach any great importance to the date upon which the notice is given, since the covenants of the agreement do not require any of the above referred to items to conform by the month. You will notice that only the 100-shift requirement is limited to monthly periods. The 30-day grace period, within which default may be corrected begins from the date that notice is given (date of receipt of notice). Should notice be given for the reason that 100 shifts have not been performed during the month, it would be given subsequent to the 16th day of the month, since the 16th is the beginning of the monthly period under the agreement. Under the terms of the agreement, Mr. Terwilliger would have 30 days from the date of the notice within which to perform the 100 shifts for the month he was delinquent. His failure in this regard would, of course, constitute a forfeiture of his rights under the agreement. In other words, Mr. Terwilliger would have 30 days from the date of the receipt of the notice within which to perform the 100 shifts of work for the month that he had failed to perform the required number of shifts.

I am enclosing herewith a draft of a notice of default, to be given Mr. Terwilliger.

You are correct in your assumption that the oral understanding and the conversation had prior to the execution of the agreement would have no standing in Court, so far as modifying or changing any of the terms of the written document. I believe, further, that you are correct in assuming that the work performed by the lessees under Mr. Terwilliger could be counted towards the 100 shifts per month, and that if these lessees performed the 100 shifts per month, then you would have no claim to default or forfeit the agreement under the 100-shift clause.

Trusting the foregoing answers your inquiry contained in your letter of December 13, I am

Very respectfully yours,

WHG: DJ

### JUNGO STAR GOLD MINES CO.

411 FIRST NATIONAL BANK—MAIN OFFICE BUILDING RENO, NEVADA

C. D. TERWILLIGER, PRESIDENT

December 4, 1940

West End Consolidated Mines Co. Tonopah, Nevada

Gentlemen:

I wired you yesterday from Quincy regarding settlements for the leasers. I have been unable to get away so that we could go over this matter personally. It will be another week or ten days before I can leave here but, in the meantime, I hope that we can get these things straightened out as the leasers need there money and can not work without it.

Yours very truly,

CDT:fk

(dictated but not read)

From acut in by M. H. Bray

Tonopah, Nevada December 23, 1940

Mr. C. D. Terwilliger 206 North Virginia Street Reno, Nevada

Dear Sir:

The agreement, dated the 16th day of February, 1940, between yourself, as party of the second part, and the West End Consolidated Mines Corporation, party of the first party, contained the following covenant and agreement:

HAS CONTENT

"Second party shall, immediately upon the execution of this agreement, diligently proceed to sink the present shaft on the above described properties, 200 ft. from the present lower level, to cut a station on the 700-ft. level, to drift from the 800-ft. level under winze marked No. 615, and to raise to connect with the 730 level, with the bottom of No. 615 winze, the shaft to be timbered with 6 x 8 and completely lagged with 2" lagging; all work to be done in a good and workmanlike manner."

"During the term of this agreement, second party agrees to insure all men employed upon said property with the Nevada Industrial Commission, and agrees, subsequent to thirty (30) days from the date hereof, to cause at least one hundred (100) shifts of labor per month to be performed upon the said property during each and every month of the term of this agreement."

"During the term of this agreement, second party agrees to pay all State and County taxes levied upon said property, and his proportion of Mr. C. D. Terwilliger Page 2 December 23, 1940

the bullion taxes that may be levied upon the proceeds of said property."

has confirme

You are hereby declared to be in default under said lease and option agreement above referred to and described for the following reasons; you have not, immediately after the execution of the lease and option, on the 16th day of February, 1940, diligently, nor have you at all at any time since the 16th day of February) 1940, diligently proceeded to sink the present shaft on the premises described in said agreement a distance of 200 ft. from the present lower level, or to do any of the other work specified in the section of the agreement first above quoted.

Likewise, you have failed to insure all men employed upon the property described in said above referred to agreement with the Nevada Industrial Commission, and have forced the West End Consolidated Mines Corporation to do and perform your covenants and agreements for you in order to protect itself from liability under the statutes of the State of Nevada.

Likewise, you have failed to pay the State and County taxes as set forth in the portion of the agreement above quoted, and have forced and compelled the West End Consolidated Mines Corporation to pay these taxes in order to save the property described in said agreement from becoming subject to sale under the revenue laws of the State of Nevada, because of delinquent taxes.

Unless you correct each and all of the above referred to default and delinquencies within a period of thirty days from date of notice, all rights which you now have under and by virtue of said agreement dated the 16th day of February, 1940, will be forfeited and declared forfeited by the West End Consolidated Mines Corporation, and the West End Consolidated Mines Corporation will demand possession of the premises.

WEST	END (	CONSOLIDATED	MINES	CORPORATION
Ву				President
Ву				Secretary

W. HOWARD GRAY

LAWYER

ELY, NEVADA

December 23, 1940

West End Consolidated Mines Corporation Tonopah, Nevada

Attention Mr. H. D. Budelman.

My dear Mr. Budelman:

I wish to apologize for not having answered your letter of December 13 sooner, but I was out of the office when it arrived, and have just got down to it since my return.

Under notice of default should be given Mr. Ter-williger. This notice should specify the three defaults mentioned in your letter, viz., failure to perform the covenants contained in the first paragraph on Page 2 of the agreement, failure to pay taxes, and failure to insure men under the Nevada Industrial Insurance Act.

In regard to taxes, I am of the opinion that you should not pay them in the future, when they become delinquent, and hold the sum so paid out from the proceeds of the ore. If you do, you are, in effect, curing Mr. Terwilliger's default for him. If he does not pay the delinquent taxes within the 30-day period of grace, I believe that you have an excellent and substantial ground for taking over the property.

So far as insurance is concerned, under the Nevada Industrial Insurance Act, it is well to follow the procedure you have adopted since you stand to lose a great deal if insurance is not in effect, and an accident takes place.

However, I do not put a great deal of faith in the proposition of forfeiting the agreement, because of Terwilliger's failure to report his payroll and pay insurance, since you have turned in the payroll and paid the premium, and deducted the sums paid out from the proceeds of the ore. You are, in effect, acting as his agent. Nonetheless, I would include, in the notice of default, his breach of the agreement in this particular.

Delivery restricted to addressee Fee paid Postmaster, per
RECEIPT FOR REGISTERED ARTICLE No. 148338
fee paid class postage paid, 193
Declared value, \$ Surcharge paid, \$
From Carpanelle Spiece
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Addressed to
200 Masadronad Tilling Coman
(Street and number) Accepting employee will place initials in space below, indicating restricted delivery
Return receipt fee [in person Special delivery fee
Delivery restricted to addressee
5-6869 Fee paid Fostmaster, per

a D. Terwilliger San Francisco 

EXCHEQUER GOLD MINES, INC. RENO, NEVADA MABEL MINE HAWTHORNE, NEVADA

MAIN OFFICE 206 N. VIRGINIA ST. RENO, NEVADA

January 10, 1941

West End Consolidated Mines Co. Tonopah, Nevada

Gentlemen:

Will you kindly send me the copy of the

mill returns on lots #54, 55, and 56?

CDT:fk

### WEST END CONSOLIDATED MINES CORPORATION

EXECUTIVE OFFICE, TONOPAH, NEVADA

TONOPAH, NEVADA

F. C. NINNIS.
PRESIDENT AND TREASURER

H. D. BUDELMAN,
VICE PRESIDENT AND GENERAL MANAGER

December 30, 1940.

Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada.

Dear Sir:

The agreement, dated the 16th day of February, 1940, between yourself, as party of the second part, and the West End Consolidated Mines Corporation, party of the first part, contained the following covenant and agreement:

"Second party shall, immediatedly upon the execution of this agreement, diligently proceed to sink the present shaft on the above described properties, 200 ft. from the present lower level, to cut a station on the 700 ft. level, to drift from the 800 ft. level under winze marked No. 615, and to raise to connect with the 730 level, with the bottom of No. 615 winze, the shaft to be timbered with 6 x 8 and completely lagged with 2" lagging; all work to be done in a good and workmenlike manner."

"During the term of this agreement, second party agrees to insure all men employed upon said property with the Nevada Industrial Commission, and agrees, subsequent to thirty (30) days from the date hereof, to cause at least one hundred (100) shifts of labor per month to be performed upon the said property during each and every month of the term of this agreement."

"During the term of this agreemtn, second party agrees to pay all State and County taxes levied upon said property, and his proportion of the bullion taxes that may be levied upon the proceeds of said property."

You are hereby declared to be in default under said lease and option agreement above referred to and described for the following reasons; you have not, immediatedly after Mr. C. D. Terwilliger December 30, 1940 Page 2

the execution of the lease and option, on the 16th day of February, 1940, diligently, nor have you at all at any time since the 16th day of February, 1940, diligently preceded to sink the present shaft on the premises described in said agreement a distance of 200 feet from the present lower level, or to do any of the other work specified in the section of the agreement first above quoted.

Likewise, you have failed to insure all men employed upon the property described in mid above referred to agreement with the Nevada Industrial Commission, and have forced to West End Consolidated Mines Corporation to do and perform your covenants and agreements for you in order to protect itself from liability under the statutes of the State of Nevada.

Likewise, you have failed to pay the State and County taxes as set forth in the portion of the agreement above quoted, and have forced and compelled the West End Consolidated Mines Corporation to pay these taxes in order to save the property described in said agreement from becoming subject to sale under the revenue laws of the State of Nevada, because of delinquient taxes.

Unless you correct each and all of the above referred to default and delinquincies within a period of thirty days from date of notice, all rights which you now have under and by virtue of said agreement dated the l6th day of February, 1940, will be forfeited and declared forfeited by the West End Consolidated Mines Corporation, and the West End Consolidated Mines Corporation will demand possession of the premises.

WEST END CONSOLIDATED MINES CORPORATION

By		
	President	
Ву		
	Secretary	

## EXCHEQUER GOLD MINES, INC.

RENO, NEVADA

MABEL MINE HAWTHORNE, NEVADA MAIN OFFICE 206 N. VIRGINIA ST. RENO, NEVADA

January 25, 1941

West End Consolidated Mines Co. Tonopah, Nevada

Gentlemen:

I have your letter of the 30th regarding our agreement of February 16, 1940. I note that you called my attention to certain paragraphs in the contract which have not been lived up to. These matters will be taken care of but there is a few things I wish to call your attention to which I believe to be a breach of contract on your part and may result in considerable damage to me.

When we started to do the shaft work certain statements were made to employees that caused them to figure that they may possibly be working for you and not for me. Also, other statements that were detrimental to myself and the spirit of the men working. This we believe was the main cause of our losing the men at the time we were working on the shaft. Your conversation with our men caused discontent.

It is usually necessary to finance development work and it was my intention to do so but Mr. Ninnis made certain statements to some of the newspapers in Reno that completely blocked any attempt that might have been made to do what small amount of financing was necessary.

Regarding the lease for Mike Smith. Mr. Ninnis was in the office one day and thought it would be a good plan to keep Mike Smith working and that if an extension on the lease was given he would agree to pay the extra 5%, which I am sure was being paid to Loyd Wilson before the lease was taken over by myself. I did not make out a written lease but told Mike the extension was 0. K. and told him that I would write a lease as soon as I could get the time. When the settlement was made there was no deduction made for this 5%.

-2- January 25, 1941 West End Consolidated Mines Co. It is not my desire to get into any legal complications as we entered into this agreement in good faith; and for my part I wish to carry it out. If this had not been the intention I would not have paid the \$5,000.00 payment and in doing so it was necessary that I put up considerable securities in order to secure the money if it would not come out of the mine. If you will review your records you will find that sortly after you received the money we received a notice of default which was corrected at the time. This notice if given prior to the time we made the payment would have been better on your part as it would appear that you waited until the payment was made to enter default with the intention of receiving my money and then getting the property back. I will be down to see you at Tonopah some time next week. Yours very truly, CDT:fk

EXCHEQUER GOLD MINES, INC.

RENO, NEVADA

MABEL MINE HAWTHORNE, NEVADA

MAIN OFFICE 206 N. VIRGINIA ST. RENO, NEVADA

January 10, 1941

West End Consolidated Mines Co. Tonopah, Nevada

Gentlemen:

DT:fk

Nery truly yours,

Principle of principle of July 12, 1940.

Lut With & Romes - 4 July 12, 1940.

Lut S. S. S. Romes - 4 July 12, 1940. Will you kindly send me a statement showing

GRAY and HORTON LAWYERS ELY, NEVADA April 8, 1941

West End Consolidated Mines Corporation Tonopah, Nevada

Attention Mr. H. D. Budelman.

Dear Herman:

This will acknowledge receipt of your letters dated April 6, concerning the assignment by Terwilliger to Royston Coalition. I just returned from Washington, D. C., last evening, having been called there one some matters, and I have today written Mr. Rogers asking him to forward me an executed copy of the assignment if Terwilliger has executed one, or in the event that he has not, kindly so notify me.

In the event that Terwilliger has not executed an assignment, together with necessary resolutions for approval of the same. I will prepare one.

With best personal regards, I am

Very truly yours,

WHG: DGJ

M. M. Enay in Tonofal 2-1-41
at same time as C. S.T. for
serred nature on C. S.T. and replaced
inthinging to amount control of 2-16-40

Tonopah, Nevada
February 1, 1941

Mr. C. D. Terwilliger 206 North Virginia Street Reno, Nevada

Dear Sir:

You are hereby notified that that certain agreement giving and granting to you a lease and option to purchase, made and entered into the 16th day of February, 1940, by and between the West End Consolidated Mines Corporation and C. D. Terwilliger, all those certain mining claims situate in the Gold Range Mining District, Mineral County, Nevada, known and described as follows; Mabel No. 1, Mabel No. 2, Mabel No. 3, Mabel No. 4, Boston No. 1, Boston No. 2, and Mabel North, is hereby cancelled and terminated for your having failed to observe and perform the covenants, terms, and conditions of said lease and option to purchase, and for your further failure to correct, as requested in our notice of December 30, 1940, within the period of 30 days thereof, each and all of the defaults and delinquencies, in said notice set forth.

Therefore, in view of your failure to correct said defaults and delinquencies, as set forth in our notice heretofore given you, and your failure to observe and perform the terms, covenants, and conditions of said lease and option to purchase, and pursuant to the powers given to the said West End Consolidated Mines Corporation under the provisions of said lease and option to purchase, in event of your default or delinquency, now, therefore, in pursuance and exercise of said powers, we hereby notify you to immediately quit, vacate, and surrender to the said West End Consolidated Mines Corporation or to its duly authorized representative, the premises, and each and every part, portion, and parcel thereof above described, in the Gold Range Mining District, Mineral County, Nevada, including all the buildings, improvements, appurtenances, and structures thereon, and to deliver peaceful possession of said premises to the said West End Consolidated Mines Corporation, or to its duly authorized representative. And we hereby demand that immediate possession thereof be delivered to the said West End Consolidated Mines Corporation or to its auly authorized representative.

WEST END CONSOLI	DATED MINES
Ву	President
Ву	Secretary

February 1, 1941.

Mr. C. D. Terwilliger, 206 North Virginia Street, Reno, Nevada.

Dear Sir:

You are hereby notified that that certain agreement giving and granting to you a lease and option to purchase, made and entered into the 16th day of February, 1940, by and between the West End Consolidated Mines Corporation and C. D. Terwilliger, all those certain mining claims situate in the Gold Range Mining District, Mineral County, Nevada, known and described as follows:

Mabel No. 1, Mabel No. 2, Mabel No. 3, Mabel No. 4, Boston No. 1, Boston No. 2, and Mabel North, is hereby cancelled and terminated for your having failed to observe and perform the covenants, terms, and conditions of said lease and option to purchase, and for your further failure to correct, as requested in our notice of December 30, 1940, within the period of 30 days thereof, each and all of the defaults and delinquiencies, in said notice set forth.

Therefore, in view of your failure to correct said defaults and delinquiencies, as set forth in our notice heretofore given you, and your failure to observe and perform the terms, covenants, and conditions of said lease and option to purchase, and pursuant to the powers given to the said West End Consolidated Mines Corporation under the provisions of said lease and option to purchase, in event of your default or delinquiency, now, therefore, in pursuance and exercise of said powers, we hereby notify you to immediatedly quit, vacate, and surrender to the said West End Consolidated Mines Corporation or to its duly authorized representative, the premises, and each and every part, portion, and parcel thereof above described, in the Gold Range Mining District, Mineral County, Nevada, including all the buildings, improvements, appurtenances, and structures thereon, and to deliver peaceful possession of said premises to the said West End Consolidated Mines Corporation, or to its duly authorized representative.

WEST END CONSOLIDATED MINES CORPORATION,

Ву		
Secretary	3000	

HDB:B

SUPPLEME, PAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made and entered into this day of February, 1941, by and between the WEST END CONSOLI-DATED MINES CORPORATION, a Nevada corporation, party of the first part, and C. D. TERWILLIGER, party of the second part,

## WITNESSETH:

whereas, the above named parties entered into an agreement dated the 16th day of February, 1940, wherein said first party gave said second party a lease and option to purchase certain lode mining claims therein described, and,

WHEREAS, certain disputes have arisen between the parties hereto concerning the interpretation and the performance by said second party of certain covenants, terms, and agreements contained in said agreement dated the 16th day of February, 1940; and,

WHEREAS, it is the desire of the parties hereto to amend and supplement said agreement of the 16th day of February, 1940, so as to preclude further disputes and to make more definite and certain the obligations of said second part;

NOW THEREFORE, it is mutually covenanted and agreed by and between the parties hereto that said agreement of the 16th day of February, 1940, be modified, altered, amended, and changed as follows.

That said second party agrees that the work, development, and improvements, including timbering, referred to in the first ten lines of page 2 of said agreement of February 16, 1940, shall be performed at the rate of 100 eight-hour shifts in every thirty (30) days, and that such work shall be started not later than thirty (30) days after the date of this supplemental agreement, and shall be prosecuted continuously thereafter, at the rate of 100 shifts in each succeeding thirty-day period, until fully completed; said second party further agrees that said work, including the timbering, shall be performed in a good, workman-like, and minerlike manner, and under the supervision of practical mining men, who are qualified to supervise development work and timbering of the character described in said agreement of the 16th day of February, 1940. The said second party further agrees that no labor performed by leasers upon said property described in said agreement of February 16, 1940, shall be applied upon or constitute parts of the said 100 eight-hour shifts of labor required by this supplemental agreement.

It is further mutually covenanted and agreed by the parties hereto that the portion of said agreement of February 16, 1940, appearing on Page 3 thereof, which reads as follows;

"To cause at least 100 shifts of labor per month to be performed upon the said property during each and every month of the term of this agreement," is hereby deleted from said agreement, it being the intention of the parties hereto that this supplemental agreement shall substitute for an take the place of the above quoted portion of said agreement of February 16, 1940.

It is further mutually covenanted and agreed that this written agreement shall be construed as a supplemental agreement to the said original agreement of the 16th day of February, 1940, and for all purposes, shall be construed a part thereof, and that all the terms and conditions, covenants and agreements contained in said original agreement of the 16th day of February, 1940, relative to forfeitures, default, and notice of default, shall be

construed to be a part hereof, and that, likewise, this supplemental agreement shall be construed to be a part of said original agreement in all particulars. IN WITNESS WHEREOF, the parties have hereunto signed their names the day and year first above written. WEST END CONSOLIDATED MINES CORPORATION, By\_ President Secretary PARTIES OF THE FIRST PART PARTY OF THE SECOND PART 

## CALVADA LUMBER COMPANY

Manufacturers of CALIFORNIA PINE . SUGAR PINE . DOUGLAS FIR

Sawmill: QUINCY, CALIFORNIA



Main Office: RENO, NEVADA

March 19, 1941

Mr. H. D. Buddleman West End Consolidated Mine Corp. Tonopah, Nevada

Dear Mr. Buddleman:

I have your letter of the 18th. I received the signed contract yesterday from Smith, but he did not say what work he is doing.

I expect to be in Tonopah the first of the week and our mine superintendent will be down from Montana by that time. We should get started on the shaft without further delay.

With kindest regards I remain,

Very truly yours,

CDT: vb

MINES AND MILL

SILVER CITY

NEVADA

## SOUTH COMSTOCK GOLD MINES, INC.

SILVER CITY, NEVADA

Reno, Nevada

HEAD OFFICE SAN FRANCISCO CALIFORNIA

May 5, 1941

Mr. Herman Budelman

Tonopah

Nevada

Dear Sir:

Enclosed, herewith, find a letter prepared by Mr. Rogers in conformative with the agreement you had with him in Salt Lake City.

Very truly yours, SOUTH COMSTOCK GOLD MINES, INC.

C. D. Terwilliger

CDT: LR

Enclosure

did m. Rogue pefare this ? m.

3/5-41

Royston Coalition Mines, Ltd. 404 Boston Building Salt Lake City, Utah

Gentlemen:

In view of the fact that certain questions have arisen concerning my assignment to you of my interest in the contract and supplemental contract with the West End Consolidated Mines Corporation, I hereby authorize you to issue to F. M. Ninnis and Herman Budleman, or their nominees, 100,000 shares of the capital stock of your company out of the 500,000 shares of stock which you have agreed to issue to me if the West End Consolidated Mines Corporation consents to the assignment of my said contract upon terms satisfactory to and accepted by your company.

The said 100,000 shares is to have the same benefits as the stock to be issued to me.

Yours very truly,

CDT: j