800

Building 20 - Federal Center
Denver, Colorado 80225

December 17, 1963

Memorandum

To: George C. Selfridge, Chief
Division of Field Operations, OME
Washington, D. C. 80225

From: Acting Field Officer, OME, Region III

Subject: DMEA-3981 (Tungsten)
Contract IDm-E921
Elmer Ratzer, et al.
(Pennsylvania Lode)
Boulder County, Colorado

Attached are two copies of Mr. Sweeney's letter to me and two copies of my reply.

Mr. Joseph Rafter was very old and it is possible that he was dreaming about this shipment of ore for which we have no record.

In view of Mr. Sweeney's statement that we received all the royalty due, I recommend that we drop the case.

Original signed by

Hugh M. Connors

Attachments

Building 20 - Federal Center
Denver, Colorado 80225

December 17, 1963

Mr. Earl Sweeney
1061 Grant
Boulder, Colorado

Re: DMRA-3981 (Tungsten)
Contract Ida-E921
Elmer Ketner, et al.
(Pennsylvania Lode)
Boulder County, Colorado

Dear Mr. Sweeney:

Thank you for your letter of December 16, 1963 regarding a reported shipment of ore from the subject property.

Wishing you a Happy Holiday Season, I am

Sincerely yours,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

cc Chief, Division of Field Operations, OME
w/copies of Mr. Sweeney's letter
Royalty Corres. E921
Chron
HMC/lm

Boulder, Colo.
Dec 16, 1963

Mr. Hugh M. Connors
Field Officer, OME Region 3
Dept of Interior
Office of Minerals Exploration
Building 20 - Federal Center
Denver, Colo. 80225

OME
DEPARTMENT OF THE INTERIOR
DEC 17 1963
REGION III
DENVER, COLORADO

E921

Dear Mr. Connors,

Refering to your letter of Dec 6 regarding one shipment from the Pennsylvania Lode, to the Wah Chang Mill at Sugar Loaf. I was running this mill for the Wah Chang Corp until July 1959, at which time I bought the Mill. If I recall correctly, the shipments you refer to were made the latter part of 1957. at any rate, it was up to the end of the Govt purchase program. The mining + shipping was done by Betasso Bros + Prime, and you dept received a copy of each + every settlement sheet along with the Royalty due on the OME Loan against the property.

Mr. Prime said you were investigating the possibility of a high grade shipment having been made that ran 30 or 40%. I don't recall such a shipment, but if it were made, it would have run over a few hundred pounds

by the truck load had to be hand sorted to make them run around 1%. A small shipment such as this would probably be added to a truck load shipment. In any event, I assure you the royalty was paid on all ore received at the Mill.

You may check with Walt Lehang here at this New York office, but you will find that the copies of all settlements in this office are exact copies of the ones sent to your dept.

Sincerely

Earl B. Lowery
1061 Grand
Boulder, Colo.

OME
DEPARTMENT OF THE INTERIOR
DEC 17 1963
REGION III
DENVER, COLORADO

EXTRA COPY
O. M. E
RECEIVED 1963
800

Building 20 - Federal Center
Denver, Colorado 80225

December 6, 1963

Mr. Earl Sweeney
1061 Grant
Boulder, Colorado

Re: BMEA-3981 (Tungsten)
Contract Idm-E921
Elmer Metzer, et al.
(Pennsylvania Lode)
Boulder, County, Colorado

Dear Mr. Sweeney:

I have been informed that a shipment of ore from the captioned property was consigned to your mill several years ago by Mr. Joseph Rafter and Mr. George Prime.

Royalty on all production from this property is due the Government until February 21, 1966.

Will you please forward this office two copies of the settlement sheet for the lot of ore you received from Rafter and Prime.

Sincerely yours,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

cc Chief, Division of Field Operations, OME
Royalty Corres. Idm-E921
Chron
HMC/lm

OME
DEPARTMENT OF THE INTERIOR

DEC 6 1963
REGION III
DENVER, COLORADO

Dec. 5 - 1963.
Nederland Col.

Mr Hugh M. Conners
Dear Sir:

I'm sorry I misland your first letter of March 26 - 1963.
In reply to your recent letter of November 21 - 1963:
On November 30th of this year I went to the mill, operated by Mr. Earl Sweeny and asked him about the shipment you refered too, in your letter.
To my knowledge, there was a small shipment of Sep to seven hundred pounds that ran between 6 to 7% in Tungsten.
Mr. Sweeney has the records on shipments that were

OME
DEPARTMENT OF T[illegible] INTERIOR

DEC [illegible] 1963

sent into the mill. If you would like to check the records, I would suggest that you contact Mr Sweeney at his home address 1061 Grant Boulder Colo.

Sincerely
Geo. H. Prime
Nederland Colo.
Box 242 - 80466

Building 20 - Federal Center
Denver, Colorado
80225

EXTRA COPY
O. M. E.
RECEIVED
November 18, 1963

800

Mr. Harvey C. Craig
Craig & McCoy
250 Pearl Street
Boulder, Colorado

Re: BREA-3981 (Tungsten)
Contract Ida-E921
Elmer Metzner, et al.
(Pennsylvania Lode)
Boulder County, Colorado

Dear Harvey:

Will you please advise where I may contact Mr. George Prince? On March 26, 1963 I wrote him at Nederland, Colorado but received no reply and I am wondering his present whereabouts.

A self-addressed, franked envelope is enclosed for your reply and I thank you very much for your help in this matter.

Sincerely yours,

Original signed by

Hugh N. Connors
Acting Field Officer, OME
Region III

Enclosure
cc Chief, Division of Field Operations, OME
Royalty Corres. Idm E921
Chron
HNC/lm

Building 20 - Federal Center
Denver 25, Colorado

EXTRA COPY
O. M. E
RECEIVED APR 1 1963
DATE
800

March 26, 1963

Mr. George Prime
Nederland, Colorado

Re: DMEA-3981 (Tungsten)
Contract Idm-E921
Elmer Ketzer, et al.
(Pennsylvania Lode)
Boulder County, Colorado

Dear Mr. Prime:

We were sorry to hear of the death of Mr. Joseph Rafter. I heard of Mr. Rafter's death when I was in Boulder last week where I had gone to see him regarding a shipment of ore that you and he had made to the Sweeney Mill. Mr. Rafter had told us that he would contact you regarding the details of that shipment of ore.

I will appreciate receiving any information you can give me concerning that lot of ore and if you can give me the approximate date of the shipment that also will be helpful.

Enclosed is a self-addressed franked envelope for your reply.

Sincerely yours,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

Enclosure

cc Chief, Division of Field Operations, OME
Royalty Corres. E921
Chron
HMC/lm

Building 20 - Federal Center
Denver 25, Colorado

EXTRA COPY
O. M. E
RECEIVED MAR 25 1963
DATE
800

March 21, 1963

Memorandum

To: George C. Selfridge, Chief
Division of Field Operations, OME
Washington 25, D. C.

From: Acting Field Officer, OME, Region III

Subject: DMEA-3981 (Tungsten)
Contract Idm-E921
Elmer Hetzer, et al.
(Pennsylvania Lode)
Boulder County, Colorado

This responds to your memorandum dated November 21, 1962 on the subject contract.

I held your memorandum too long.

I learned today on my trip to the Katie mine that Mr. Rafter died six weeks ago. I was unable to contact George Prime and my main source of Boulder County mining information, Mr. Harvey Craig, was out of town.

I will followup on this next week and advise you.

Original signed by

Hugh M. Connors

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files of the Washington office pertaining to Contract Idm-E921, Docket DMEA-3981 (tungsten), dated February 21, 1956, with

Elmer Hatzer, George Prime, Richard Betasso,
and Ernest Betasso
c/o Ernest Betasso
Nederland, Colorado

for the purpose of determining the amount of royalty payable to the U. S. Government on sales of minerals from property referred to as the Pennsylvania Lode located in Boulder County, Colorado, during the period August 15, 1959, through December 23, 1962.

A certification of discovery or development was issued on March 29, 1957, and, in accordance with Article 7 of the contract, royalty is payable on all minerals produced from the land described in Article 2 of the contract for a period of 10 years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first. A Report of Review dated December 18, 1956, indicated accepted costs under the exploration contract amounting to $13,530.00 with the Government's contribution on a 75 percent basis being $10,147.50.

The status of the project, the scope of review, and the reasons therefor are stated on page 2.

This review found no sales subject to the Government's royalty subsequent to the period covered by a prior Report of Royalty Review which found the sales subject to the Government's royalty through August 14, 1959, to be $456.48. The royalty account as of August 14, 1959, was:

Total Royalty Payable	$16.23
Total Royalty Paid	18.97
Overpayment of Royalty	$ 2.74

As of December 23, 1962, the royalty account of this project was found to be:

Total Royalty Payable	$16.23
Total Royalty Paid	18.97
Overpayment of Royalty	$ 2.74

January 7, 1963

E. D. Talbert

E. D. Talbert, OME Auditor

Idm-K921 Hetzer, Prime, Betasso, and Betasso DMEA-3981

STATUS OF PROJECT, SCOPE OF REVIEW AND REASONS THEREFOR

This contract provides that the Operator, as principal if the producer or as surety if not the producer, shall pay to the Government a percentage royalty on all minerals produced from the land thereunder. The land consists of portions of two patented (Pennsylvania and Comet) and one unpatented (Thanksgiving) claims located in the NW¼ of sec. 31, T. 1 N., R. 71 W. and the NE¼ of sec. 36, T. 1 N., R. 72 W., 6th P.M., Sugar Loaf mining district. At the time the contract was executed, the Operator was in possession by virtue of a five-year lease granted on August 24, 1955, and supplemented on December 10, 1955, by Joseph Rafter, 817 Pearl Street, Boulder, Colorado. In consideration of the contract Mr. Rafter executed a Consent to Lien on December 30, 1955.

Mr. Hetzer died on July 10, 1956. By County Court Order No. 8888 of July 28, 1956, Consuelo Hetzer (sole beneficiary and executrix of Mr. Hetzer's estate) was authorized and directed to continue in the partnership.

Exploration work under the contract was terminated on September 30, 1956, by an agreement dated November 9, 1956. Production during the exploration period and shortly thereafter resulted in sales to the Marion Mill of the Wah Chang Corporation of an aggregate of 51.787 S.D.T. of tungsten ore averaging .667% WO_3. These sales, on which the proceeds totaled $456.48, are covered by a Report of Royalty Review dated August 18, 1959. The $2.74 overpayment of royalty was due to the payment at 5%, rather than the proper 2% rate, on the $91.14 proceeds on a January 23, 1957, settlement and purchase order No. 380.

The mine was closed and allowed to flood during the first part of 1957. Subsequent inspections and inquiries by DMEA and GMS regional representatives found the property to be inactive through February 19, 1960. In a December 23, 1962, reply to a MMK Form 63 inquiry the landowner stated that neither change in property status nor production has occurred since February 19, 1960.

This review was made in lieu of an on-site audit of the Operator's accounts and records for the following reasons:

(1) The files indicate that the property has been inactive during the period covered by this review;

(2) Prior sales of production have been reported and proper royalty, except as indicated above, has been remitted; and

(3) The administrative cost to the Government of an on-site royalty audit at this time would be excessive in relation to the amount of possible additional royalty which might be disclosed.

Building 20 - Federal Center
Denver 25, Colorado

JAN 1963

800

January 16, 1963

Memorandum

To: Fiscal Section, Division of Administrative Services
Office of the Secretary, Department of the Interior
Washington 25, D. C.

From: Acting Field Officer, OME, Region III

Subject: [illegible]-3981 (Bangston)
Contract Idm-E921
Brown, Prime, Betasso, and Betasso
(Pennsylvania Lode)
Boulder County, Colorado

Attached is the original Report of Royalty Review dated January 7, 1963 on the subject property covering the period August 15, 1959, through December 31, 1962.

Hugh M. Gannon

Attachments

cc Chief, Division of Field Operations, OME
E. D. Talbert, Acting Chief
Contract Administration and Audit Division
Royalty Corres. Idm-E921
Chron
HMC/lm

JAN 10 1963

Memorandum

To: Acting Field Officer, Region III

From: E. D. Talbert, Chief (Signed) E. D. Talbert
Contract Administration and Audit Division

Subject: DMEA-3981 (Tungsten)
Metzer, Prime, Betasso, and Betasso
Pennsylvania Lode
Boulder County, Colorado
Contract Idm-E921

The original and one copy of a Report of Royalty Review covering the subject contract are enclosed. If you concur in the facts stated therein, please make the following distribution:

(a) Original to the Fiscal Section, Division of Administrative Services, Office of the Secretary, U. S. Department of the Interior, Washington 25, D. C.; and

(b) One copy for your files.

This Report of Royalty Review is made for record purposes only; therefore, no copy for the Operator is provided.

As evidence of your concurrence, a copy of your memorandum transmitting the original report to the Fiscal Section should be furnished this Division. If for any reason you do not concur, both copies of the report should be returned to this Division with your comments.

Enclosures

EDTalbert/ama 1-10-63

cc:
Docket
Director's Reading File
CA & A Division
Fiscal Section

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files of the Executive Officer, OME Field Team, Region III, Denver, Colorado, pertaining to Contract Idm-2921, Docket No. DMRA 3981, (Tungsten) dated February 21, 1956, with

Consuelo Retzer, Executrix,
Estate of William Retzer, George
Prine, Ernest Estasse and Richard Estasse
Sugar Loaf Star Route
Boulder, Colorado

for the purpose of determining the amount of royalties due the United States Government on the sale of tungsten ores produced from the Pennsylvania Lode, located in Boulder County, Colorado, during the period February 21, 1956 to August 14, 1959.

The status of the project, scope of the review and reasons therefor are stated on page 2.

My review established the total sales of tungsten ores for this period to be $456.48, (See Schedule attached). Royalty due the United States Government at the contract rates of 1½ percent to 5 percent is $16.23. The royalty paid and the balance due are as follows:

Total Royalty Due	$16.23
Total Royalty Paid	18.97
Overpayment of Royalty	$ 2.74

August 18, 1959

Donald T. Finch
Donald T. Finch
OME Auditor

OFFICIAL FILE COPY
O. M. E.
RECEIVED AUG 21 1959

DATE	INITIALS	CODE
8-21	gad	VVO
		800

CONTRACT NO. IBM-8921 DOCKET NO. DMMA 3981

STATUS OF PROJECT, DESCRIPTION OF REVIEW AND REASONS THEREFOR

A Certificate of Discovery or Development was issued on March 29, 1957, and accordingly royalty is payable on all production from the land described in Article 2 of the contract for a maximum period of 10 years from the date of the contract. A Report of Review in lieu of Final Cost Audit, dated December 18, 1956, indicates accepted costs under the exploration contract of $13,530.00, with the Government contribution on a 75 percent basis being $10,147.50.

According to the Field Team's Semi-Annual Report of Certified Project for the period January 1, 1957 to June 30, 1957, the mine was inactive and full of water. Subsequent semi-annual reports of the Field Team for the period July 1, 1957 to December 31, 1958, report the property is inactive.

My review included a tabulation and recomputation of all ore purchase orders from the purchaser of the ore in the files of the Executive Officer, OME Field Team, for the period February 21, 1956 to August 14, 1958, reconciliation of ore production with the Field Team's Semi-Annual Reports for the period and reconciliation of royalty payments received with the records of the OME Finance Office, Denver, Colorado.

The review was made in lieu of an on-site audit of the producer's accounts for the following reasons:

(a) All reported production was adequately supported by copies of purchase orders from the purchaser of the ore who made royalty payments direct to the Government.

(b) Production was reconciled with the Field Team's Semi-Annual Reports for Certified Projects.

(c) The administrative cost to the Government of an on-site audit at this time would be excessive in relation to the amount of possible additional royalty which might be disclosed.

CONSUELO MEYER, EXECUTRIX, ESTATE OF WILLIAM MEYER,
GEORGE VEIGA, ERNEST MIRANDO AND RICHARD MIRANDO

CONTRACT NO. IE86-8921 DOCKET NO. IMRA 5981

SUMMARY OF PRODUCTION, SALES AND ROYALTY
For the period February 21, 1958 to August 12, 1959

All Sales to Wah Chang Corporation	Tungsten Ore	
Gross Weight, Pounds	106644	
Moisture Content, Pounds	3070	
Dry Weight, Pounds	103574	
Dry Weight, Tons	51.787	
WO_3 Assay	0.667%	
Pounds of WO_3	691	
S T U WO_3	34.57	
Average Price per S T U	$ 13.20	
Gross Value	456.48	
Average Value per Dry Ton of Ore	$ 8.81	
Average Royalty Percentage	3.56	
Total Royalty Due	$ 16.23	
Total Royalty Paid	18.97	
Overpayment on Purchase Order No. 580 dated January 23, 1957		$2.74

MME Form 22
April 59

DEPARTMENT OF THE INTERIOR
Office of Minerals Exploration

CHECK SHEET OF EXAMINING ENGINEER

Operator's Name Consuelo Hetzer, Executrix, Estate of William Hetzer, George Prima, Ernest Betasso and Richard Betasso

Address Sugar Loaf Star Route

Boulder, Colorado

Exploration Contract No. Idm-E921 Docket No. DMEA 3081

PENNSYLVANIA LODE
Boulder County, Colorado

			Check One Yes	Check One No
1.	(a)	Does the Operator stockpile ore subject to royalty repayment?		
	(b)	If so, is segregation and identification procedure adequate?		
2.	(a)	Does Operator commingle production subject to DMEA or OME royalties with exempt production?		
	(b)	If so, do you consider the allocation of the commingled production equitable?		
3.	(a)	Does the Operator stockpile mine or mill rejects (low grade ore, tailing, middlings, etc.) that may have potential value within the royalty payment period?		
	(b)	If so, are adequate records maintained on such material to protect the Government's interest?		
4.		Do you consider the assay controls in effect are adequate?		
5.		Do you consider that the manner of disposing of production gives the Government its fair royalty returns?		
6.		Do your periodic examinations of operations indicate the Operator is properly reporting his production of ores subject to DMEA or OME royalties?		
7.		Does the Operator buy from or sell to other Operators?		
8.		Comment on any item 2 (b) to 6 if answer is No.		

9. Remarks: Questions 1-7 inclusive not applicable. To the best of my knowledge the property has been inactive for some time. The latest information available is contained in the "Statement in Lieu of Semi-Annual Report" dated January 23, 1959.

August 18, 1959
Date

Original signed by
J. W. TOWNSEND

Mining Engineer
Executive Officer, OME
Field Team, Region III

AUG 21 1959

Memorandum

To: Mr. Donald T. Finch, OME Auditor

From: E. D. Talbert, Acting Chief (Signed) E. D. Talbert
Contract Administration and Audit Division

Subject: Docket No. DMEA-3981 (Tungsten)
Consuelo Hetzer, Executrix, Estate of William Hetzer,
George Prime, Ernest Betasso and Richard Betasso
Contract No. Idm-E921

Your Report of Royalty Review on the subject project is acceptable and normal distribution is authorized after changing the docket number in the heading on page 2 to DMEA-3981.

AMAlley/ama
August 21, 1959

Copy to: Docket
Director's Reading File
CA & A Division

E-921

For Certificate of Deposit No. 112, dated February 19, 1957, giving royalty payment of $4.56, see E-265.

E-921

For Certificate of Deposit No. 79, dated December 7, 1956, giving royalty payment of $3.10, see E-53.

For Certificate of Deposit No. 68, dated November 20, 1956, giving royalty payment of $11.31, see E-660.

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

RECEIVED DEC 21 1956 DMEA

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Consuelo Hetzer, Executrix of Estate of Elmer Hetzer, Deceased
Ernest Betasso, George Prime, Richard Betasso, Partners,
Ernest Betasso, Agent
Sugar Loaf Star Route
Boulder, Colorado

pertaining to Exploration Project Contract No. Idm-8921, Docket No. DMEA-3981, and Termination Agreement dated November 9, 1956, for the months of March, 1956 to September, 1956, inclusive, covering a project for the exploration of Tungsten on property known as Pennsylvania Lode located in Boulder County, Colorado.

My review included an examination of the Monthly Reports (Form MF-104) and supporting documents attached thereto, comparison of the costs claimed with the contract and pertinent schedules, consultation with the Executive Officer, DMEA Field Team, and a determination of the reasonableness and propriety of the costs.

This review was made in lieu of a final audit of the Operator's accounts and records for the following reason:

> All of the costs incurred were under a contract provision for payment by the Government on the basis of fixed unit costs for work actually performed.

The review disclosed the following facts in regard to the amount paid or to be paid the contractor:

Total cost as billed by Contractor:		$13,530.00
Net cost as claimed by Contractor:		13,530.00
Exceptions:		
By DMEA Finance Officer	$0.00	
Herewith	0.00	0.00
Total Accepted Cost		$13,530.00

The contract calls for a 75 percent participation of exploration expenses by the United States Government. Therefore, payment to the contractor by the Government in the amount of Ten thousand, one hundred forty-seven and 50/100ths Dollars

** $10,147.50 **

is considered valid and proper, provided that the Regional Executive Officer, the Administrator, or other competent official has accepted or will accept the project as having otherwise met the terms of the contract.

T. H. Brading

December 18, 1956

T. H. Brading, Auditor

DEC 21 1956

Mr. T. H. Brading
DMEA Auditor
224 New Customhouse Building
Denver 2, Colorado

Re: Report of Review
Ida-2921, DMEA-3981
Elmer Hatmer, et al

Dear Mr. Brading:

Receipt is acknowledged of the Washington copies of your Report of Review covering the above-cited project.

The report is acceptable and normal distribution is authorized.

Sincerely yours,

C. E. Fisher
for Jay L. Chambers, Chief
Contract Administration
and Audit Division

AMAlley/sma
December 21, 1956

Copy to: Docket
Admr. Reading File
Mr. Chambers

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

FINAL DISTRIBUTION
MADE DEC 21 1956

224 New Customhouse
Denver 2, Colorado

December 18, 1956

RECEIVED

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: DMEA Docket No. 3981, (Tungsten), Contract No. Idm-E921, Elmer Hetzer, et al, (Pennsylvania Lode), Boulder County, Colorado - FINAL PAYMENT

Reference is made to our memorandum of October 18, 1956, whereby we transmitted the final Form MF-104, Operator's Monthly Report and Voucher for the month of September, 1956, and requested that you withhold the amount of $400.00 from the reimbursement to the Operator pending resolution of matters relative to closing the account.

The Operator's final report has been received, therefore we recommend that final payment to the Operator be made on the following basis which is in conformance with the Report of Review of reported project costs by the Contract Administration and Audit Division, DMEA, dated December 18, 1956.

Basis for final payment

Total accepted cost - - - - - - - - - - - -	$13,530.00
Government participation at 75% - - - - -	10,147.50
Total prior payments - - - - - - - - - - -	9,747.50
Balance due the Operator - - - - - - - -	$ 400.00

Original signed by
W. M. TRAVER

W. M. Traver

JDC:ewa
cc: Chm. Op. Comm. (2)
Harshman
Shaw (2)
Townsend
MF-104 File E921
Corresp. E921
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

224 New Customhouse
Denver 2, Colorado

RECEIVED
DEC 26 1956
D.M.E.A.

December 21, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3981 (Tungsten) Contract Idm-E921, Elmer Hetzer, et al., (Pennsylvania Lode) Boulder County, Colorado - FINAL PAYMENT

Enclosed are two copies of a memorandum to T. A. Christensen, dated December 18, 1956, relative to final payment under the terms of the subject contract.

W. M. Traver

Enclosures

Form MF-104 (Rev.)
(April 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.5

RECEIVED
OCT 29 1956

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of September, 1956 Docket No. DMEA 3981 Contract No. IDM-E921
Operator's Name George Prime, Richard Betasso, Ernest Betasso Minerals Tungsten
Address St Rt. Boulder, Colo. and Consuelo Hetzer Executrix of Estate of Elmer Hetzer
Contract Amount, $ 16,100.00 Government Participation: 75 % Amount, $ 12,075.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting	$1050.00	$6450.00	$7500.00			
Sinking		6000.00	6000.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis		30.00	30.00			
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$1050.00	$12480.00	$13530.00	1,050.00	12,480.00	13,530.00

I certify that the above bill is correct and just and that payment therefor has not been received.
Date Oct. 10 '56 *Payee George Prime, Richard Betasso, Ernest Betasso and Consuelo Hetzer, Executrix of Estate of Elmer Hetzer
Per Ernest Betasso Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify this account is correct and proper for payment in the amount of:
$ 387.50
Signature
(Authorized Certifying Officer)
Date 12/19/56 Vou. No. DMA 57-49
(See other side)

Note: Withheld 400.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. DMEA 92 in accordance with the terms of the contract.

Signature [illegible] (787.50) Title Mining Engineer Date 10/15/56

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature [illegible] Title acting Executive Officer Date OCT 18 1956

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED
OCT 29 1956

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of September 1956 Docket No. DMEA 3981 Contract No. IDM-E921

Operator's Name George Prime, Richard Betasso, Ernest Betasso Minerals Tungsten

Address St Rt. Boulder, Colo. and Consuelo Hetzer Executrix of estate of Elmer Hetzer

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting	Feet	$1050.00	35	$7500.00	250		250	$30.00
~~Crosscutting~~ Timbering	Feet						100	7.00
Raising	Feet						50	35.00
Shafts	Feet			6000.00	75		75	80.00
~~Winzes~~ Assaying	Each			30.00	6		30	5.00
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
TOTAL DISTRIBUTED COSTS		$1050.00		$13530.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		$1050.00		$13530.00				

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

George Prime, Richard Betasso, Ernest Betasso and Consuelo Hetzer Executrix of Estate of

Date October 10, '56 Operator Elmer Hetzer

Per Ernest Betasso Title Partner

REMARKS: Project work commenced March 5, '56 Shaft & Crosscut in hanging wall completed in May '56, 250 feet of drifting completed through September 1956

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only)

Carl Belner

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
REGION III

RECEIVED
OCT 29 1956

Administrative Audit Difference Statement

Mr. Ernest Estacio
Lucky Leaf Star Lode,
Collier, Colorado

Date: October 19, 1956
Payee's Reference: September 1956

FINAL DISTRIBUTION
MADE OCT 26 1956

Gentlemen:

Upon examination of the above Payee's Reference a difference was found which made it necessary to suspend your account accordingly:

Amount Claimed $ 1,050.00

Difference $

Amount Approved $ 1,050.00

The reason for the difference was due to:

A schedule 100.00 pending resolution of matters relative to closing the account.

Any reclaim for deductions made above must be supported by the ORIGINAL of this form.

Very sincerely yours,

N. E. Stokes
Audit Section

R-III-B & F Form No. 4
4-15-52 D

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED
OCT 29 1956

224 New Customhouse
Denver 2, Colorado

October 18, 1956

Memorandum

To: T. A. Christensen

From: Acting Executive Officer, DMEA Field Team, Region III

Subject: DMEA Docket 3981 (Tungsten) Contract Idm-E921, Elmer Hetner, et al. (Pennsylvania lode) Boulder County, Colorado - Operator's Monthly Progress Report for the month of September, 1956 (FINAL)

Enclosed are the original and four copies each of Forms MF-104 and MF-104A, Operator's Narrative Report, and Engineer's Report for the above period.

It is deemed that the Operator has complied with the intent of the contract, and the work for which payment is recommended is acceptable to the Government. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore we recommend that payment be made for 75 percent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report, except for the following deduction.

Withhold an amount of $400.00 pending resolution of matters relative to closing the account. The Operator has requested termination of the contract.

Remarks

Date of Report - - - - - - - - - - - - - October 10, 1956
Date Received in Field Office- - - - - October 15, 1956
Date Received in Region Office- - - - October 17, 1956

J. W. Townsend

J. W. Townsend

Enclosures
JDC:jy
cc: MF-104 File E921
Sec. Op. Comm. (2)
Shaw (2)
Harshman)
Townsend) w/copy engr's report
Chron.

DMEA
DEPARTMENT OF THE INTERIOR

OCT 17 1956
REGION III
DENVER, COLORADO

REGION III

Building 20
Denver Federal Center
Denver 2, Colorado
October 17, 1956

RECEIVED
OCT 29 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region III

Through: John F. Shaw
Supervising Mining Engineer

From: Carl Balser

Subject: DMEA 3981 (Tungsten) Contract Ldn-8921, Elmer Ratzer et al, Pennsylvania Lode, Boulder County, Colo. — Progress report for September 1956

The property was inspected on October 10, 1956, at that time the drift was in 273.5 feet or 23.5 feet past the 250 feet called for in the contract. The amount paid for each month follows:

Month	Sinking at $60/ft.	Amount	Drifting at $30/ft.	Amount	No. Samples	Amount	Total Amt.
March	38	$2,280.00					$2,280.00
April	28	2,040.00					2,040.00
May	9	720.00	11	$330.00	1	$5.00	1,055.00
June			73	2,190.00			2,190.00
July			72	2,160.00			2,160.00
August			59	1,770.00	5	25.00	1,795.00
September			35	1,050.00			1,050.00
T	75	4,500.00	250	7,500.00	6	30.00	12,530.00

The breast of the drift contains a 6-inch "hard" vein striking S. 80° W., and dipping 60° N. A stope had been started 60 feet west of the east end of the drift. Termination of the contract is requested in the narrative report dated October 10, 1956.

The cost of 35 feet of drifting at $30.00 a foot is $1,050.00. Payment of 75 percent of the above amount or $787.50 is recommended. It is also recommended that $262.50 be withheld pending the receipt of the operator's final report.

Carl Balser
Carl Balser
Mining Engineer

CB/mr
Ldn-8921 Chron

RECEIVED
OCT 29 1956

Nederland, Colorado
October 10, 1956

John P. Shaw
U. S. Bureau of Mines
Room 137, Building 20
Denver Federal Center
Denver 2, Colorado

Re: Docket DMEA 3981
(Tungsten)
Contract Idm - E921

Narrative Report

Dear Mr. Shaw:

We drifted 35 feet in September to complete the 250 foot drift and have requested termination of the contract as the vein was found to be barren in the vicinity of the proposed 50 foot raise included in the contract.

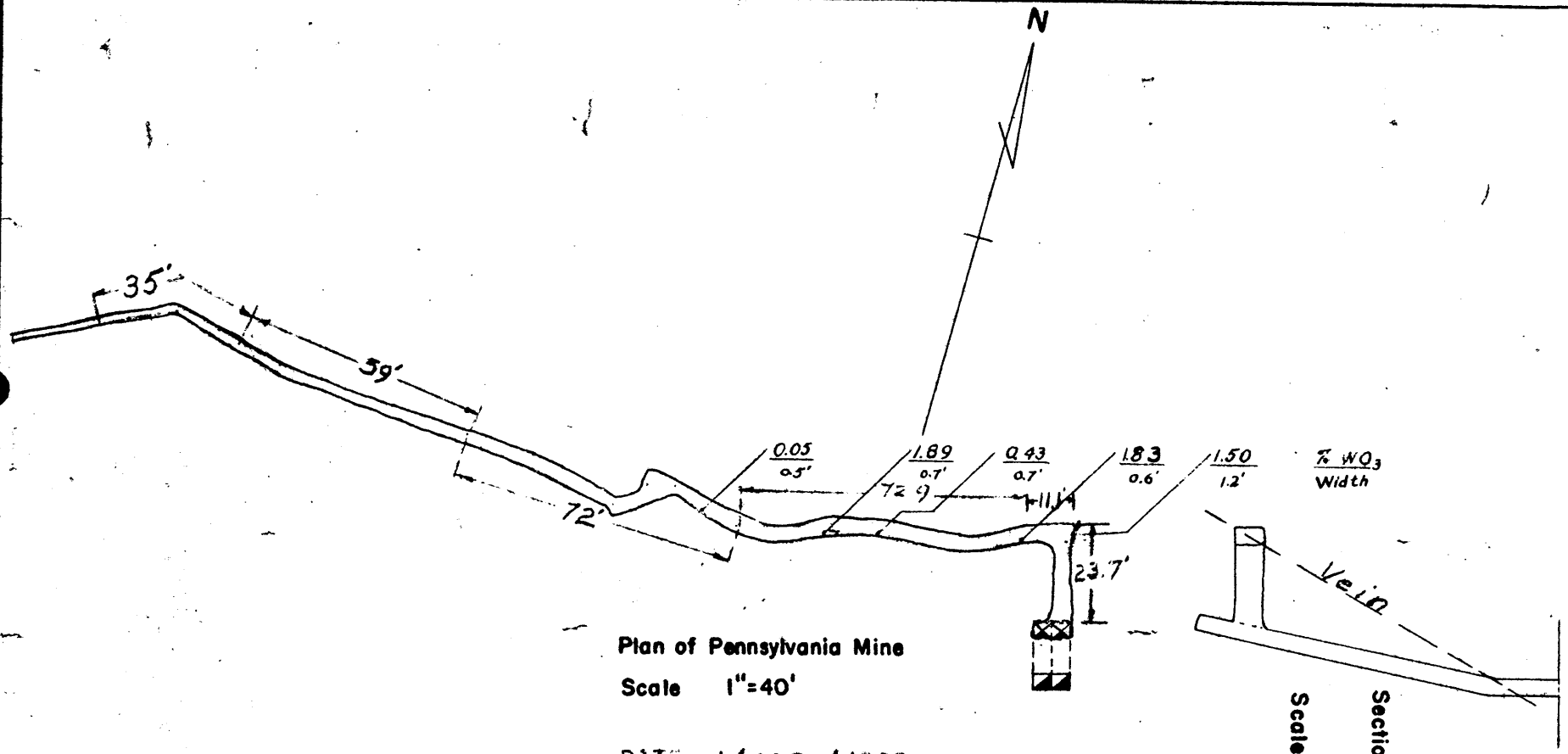
We are now mining ferberite ore from 80 feet to 100 feet from the shaft.

Assay certificate attached as requested in your letter of September 14, 1956.

Very truly yours,

Ernest Betasso

Ernest Betasso, Partner



Plan of Pennsylvania Mine

Scale 1"=40'

DATE 1/OCT./1956

Section through Pennsylvania shaft.

Scale 1"=40'

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of August, 1956 Docket No. DMEA 3981 Contract No. IDM-E921

Operator's Name George Prime, Richard Betasso, Ernest Betasso Minerals Tungsten

Address St.Rt. Boulder, Colo. and Consuelo Hetzer Executrix of estate of Elmer Hetzer

Contract Amount, $ 16,100.00 Government Participation: 75% Amount, $ 12,075.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting	$1770.00	$4680.00	$6450.00			
Sinking		6000.00	6000.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis	25.00	5.00	30.00			
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$1795.00	$10685.00	$12480.00	1,795.00	10,685.00	12,480.00

I certify that the above bill is correct and just and that payment therefor has not been received.

Date Sept 5, '56 *Payee George Prime, Richard Betasso, Ernest Betasso and Consuelo Hetzer, Executrix of estate of Elmer Hetzer

Per Ernest A. Betasso Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

RECEIVED SEP 26 1956

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 1346.25

Signature [illegible] (Authorized Certifying Officer)

Date 9/18/56 Vou. No. Dma 57-33

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. DMA-921 in accordance with the terms of the contract.

Signature Carl Baker (1,346.25) Title Mining Engineer Date 9/12/56

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature W. M. Harvey Title Executive Officer Date SEP 14 1956

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of August 1956 Docket No. DMEA 3981 Contract No. IDM-E921

Operator's Name George Prime, Richard Betasso, Ernest Betasso Minerals Tungsten

Address St. Rt. Boulder, Colo. and Consuelo Hetzer Executrix of estate of Elmer Hetzer

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting	Feet	$1770.00	59	$6450.00	215		250	$30.00
Crosscutting Timbering	Feet						100	7.00
Raising	Feet						50	35.00
Shafts	Feet			6000.00	75		75	80.00
Winzes Assaying	Each	25.00	5	30.00	6		30	5.00
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
TOTAL DISTRIBUTED COSTS		$1795.00		$12480.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		$1795.00		$12480.00				

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

George Prime, Richard Betasso, Ernest Betasso and Consuelo Hetzer, Executrix of estate of Elmer Hetzer

Date Sept 5, '56 Operator

Per Ernest Betasso Title Partner

REMARKS: Project work commencedd March 5, '56 Shaft & Crosscut in hanging wall completed in May '56, 215 feet of drifting completed through August '56.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only) Carl Belser

RECEIVED
SEP 26 1956

INSTRUCTIONS

Preparation of Form MF–104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF–104A has been designed to tie in with Form MF–104 for both monthly and cumulative costs. The "Total Costs" on Form MF–104A for each month should equal the monthly "Total Costs" as reported on Form MF–104. This is also true of the "Total Costs To Date".

In preparing Form MF–104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

224 New Customhouse
Denver 2, Colorado

September 14, 1956

FINAL DISTRIBUTION
MADE SEP 24 1956

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: DMEA Docket 3981 (Tungsten) Contract Idm-E921, Elmer Hetzer, et al., (Pennsylvania lode) Boulder County, Colorado - Operator's Monthly Progress Report for the month of August, 1956

Enclosed are the original and four copies each of Forms MF-104 and MF-104A, Operator's Narrative Report, and Engineer's Report for the above period.

It is deemed that the Operator has complied with the intent of the contract, and the work for which payment is recommended is acceptable to the Government. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore, we recommend that payment be made for 75 percent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report.

Remarks

Date of Report- - - - - - - - - - - - -September 5, 1956
Date Received in Field Office- - - -September 10, 1956
Date Received in Region Office- - -September 13, 1956

W. M. TRAVER

W. M. Traver

Enclosures
JDC:jy
cc: MF-104 File E921
Sec. Op. Comm. (2)
Shaw (2)
Harshman w/copy engr's report
Chron.

RECEIVED
SEP 26 1956

DMEA
DEPARTMENT OF THE INTERIOR
SEP 13 1956
REGION III
DENVER, COLORADO

REGION III

Building 20
Denver Federal Center
Denver 2, Colorado
September 13, 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region III

Through: John F. Shaw
Supervising Mining Engineer

From: Carl Belser

Subject: DMEA 3981 (Tungsten) Contract Ida-3981, Elmer Ketzer et al, Pennsylvania lode, Boulder County, Colorado -- Progress report for August 1956

The property was inspected on September 11, 1956, at which time the drift had been driven 200.5 feet, or 25 feet more than the amount claimed for August. Five channel samples were cut and assayed. The last 65 feet driven is in a light-colored feldspathic granite. A silicified vein containing some ferberite and having a reversed dip is showing in the foot wall near the breast and may become ore bearing. Only 9.5 feet of drifting remained to be done before raising is started.

The cost of 39 feet of drifting at $30.00 a foot is $1,170.00 and the cost of 5 tungsten assays at $5.00 each is $25.00 or a total of $1,195.00. Payment of 75 percent of the above amount or $1,396.25 is approved.

Carl Belser
Carl Belser
Mining Engineer

CB/mw
cc: 6
Ida-3981
Chron

RECEIVED
SEP 23 1956

Nederland, Colorado
September 5, 1956

John P. Shaw
U. S. Bureau of Mines
Room 137, Building 20
Denver Federal Center
Denver 2, Colorado

Re: Docket DMEA 3981 (Tungsten)
Contract Idm - E921

Narrative Report

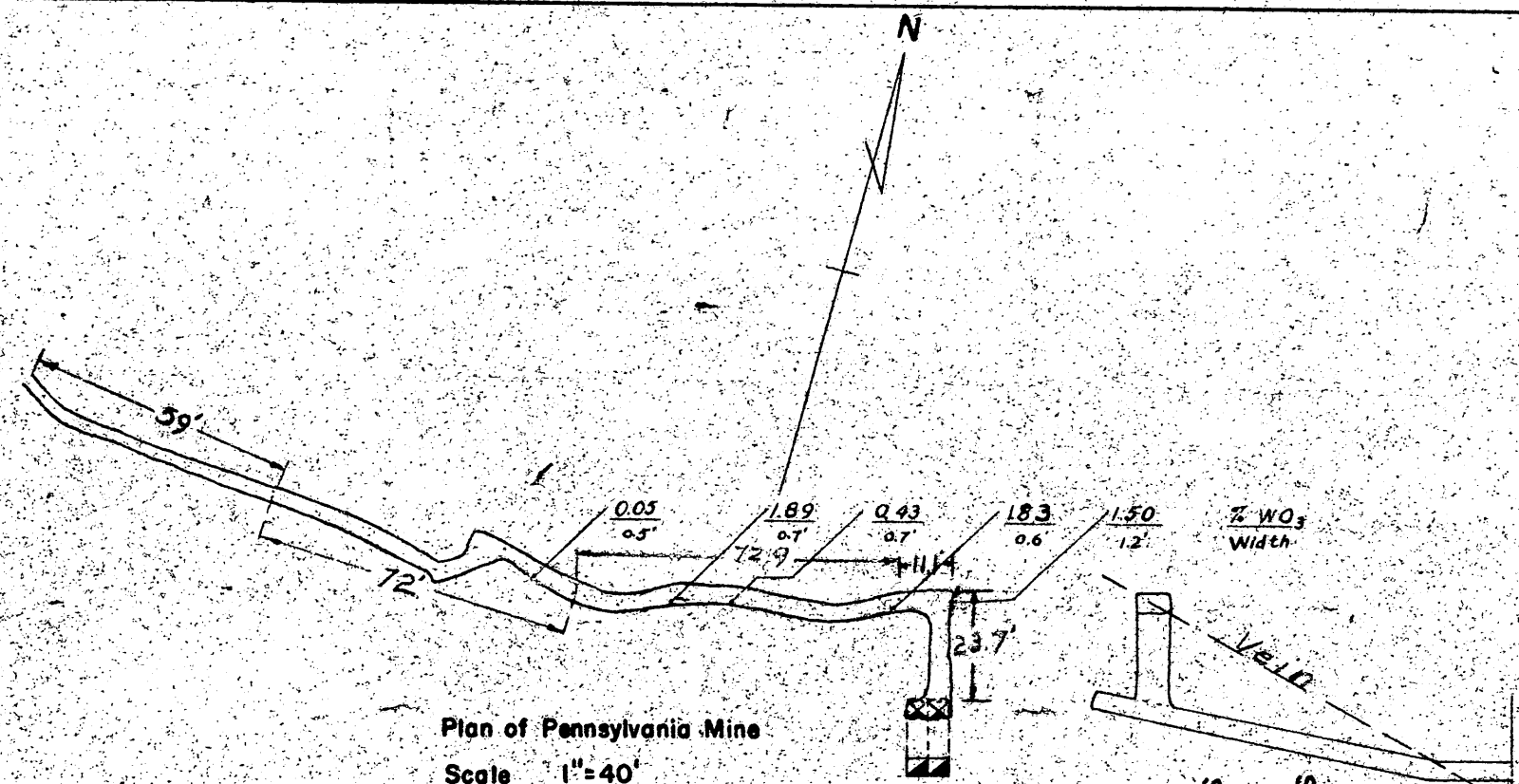
Dear Mr. Shaw:

We drifted total of 59 feet during the month, vein shows relatively little ferberite.

The results of the assays are shown on the attached map.

Yours very truly,

Ernest Betasso
Partner



Plan of Pennsylvania Mine

Scale 1" = 40'

DATE 1/SEPT./1956

Section through Pennsylvania shaft.

Scale 1" = 40'

RECEIVED
SEP 26 1956

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

RECEIVED
SEP - 7 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of July, 1956 Docket No. DMEA 3981 Contract No. Idm-E921
Operator's Name George Prime, Richard Betasso, Ernest Betasso and Consuelo Hetzer, Executrix of Estate of Elmer Hetzer Minerals Tungsten
Address St. Rt. Boulder, Colo.
Contract Amount, $ 16,100.00 Government Participation: 75 % Amount, $ 12,075.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting	$2160.00	$2520.00	$4680.00			
Sinking		6000.00	6000.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis		5.00	5.00			
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$2160.00	8525.00	$10685.00	2,160.00	8,525.00	10,685.00

I certify that the above bill is correct and just and that payment therefor has not been received.
Date Aug. 13, '56 *Payee George Prime, Richard Betasso, Ernest, Betasso and Consuelo Hetzer, Executrix of estate of Elmer Hetzer
Per Ernest Betasso Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:
$ 1620 00
Signature (Authorized Certifying Officer)
Date 8/27/56 Vou. No. DMA 57-24

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. FdM-E 921 in accordance with the terms of the contract.

Signature [illegible] for WDR Title Mining Engineer Date 8/17/56

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature W. M. [illegible] Title Executive Officer Date AUG 23 1956

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

RECEIVED
SEP - 7 1956

Month of July, 1956 Docket No. DMEA 3981 Contract No. Idm-E921

Operator's Name George Prime, Richard Betasso, Ernest Betasso Minerals Tungsten

Address St. Rt. Boulder, Colo. and Consuelo Hetzer, Executrix of estate of Elmer Hetzer

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting	Feet	$2160.00	72	$4680.00	156		250	$30.00
~~Crosscutting~~ Timbering	Feet						100	7.00
Raising	Feet						50	35.00
Shafts	Feet			6000.00	75		75	80.00
Winzes Assaying	Each			5.00	1		30	5.00
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
TOTAL DISTRIBUTED COSTS		$2160.00		$10685.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		2160.00		10685.00				$16100.00

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

George Prime, Richard Betasso, Ernest Betasso and Consuelo Hetzer, Executrix of estate of

Date Aug. 13, 1956 Operator Elmer Hetzer

Per Ernest Betasso Title Partner

REMARKS: Project work commenced March 5, '56 Shaft & Crossout in hanging wall completed in May '56, 156 feet on drifting completed through July, '56

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only) Carl Belan

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED
SEP - 7 1956

224 New Customhouse
Denver 2, Colorado

August 23, 1956

FINAL DISTRIBUTION
MADE SEP 5 1956

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: DMEA Docket 3981 (Tungsten) Contract Idm-E921, Elmer Hetzer, et al, (Pennsylvania lode) Boulder County, Colorado - Operator's Monthly Progress Report for the month of July, 1956

Enclosed are the original and four copies each of Forms MF-104 and MF-104A, Operator's Narrative Report, and Engineer's Report for the above period.

It is deemed that the Operator has complied with the intent of the contract, and the work for which payment is recommended is acceptable to the Government. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore, we recommend that payment be made for 75 percent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report.

Payment is to be mailed to Ernest Betasso, agent for the partnership, at the following address

Ernest Betasso
Sugar Loaf Star Route
Boulder, Colorado

Remarks

Date of Report - - - - - - - - - - - - - - - - - August 13, 1956
Date Received in Field Office- - - - - - - - - August 14, 1956
Date Received in Region Office- - - - - - - - August 21, 1956

W. M. TRAVER
W. M. Traver

Enclosures
JDC:jy
cc: MF-104 File E921
Sec. Op. Comm. (2)
Shaw (2)
Chron.

REGION III

Building 20
Denver Federal Center
Denver 2, Colorado
August 29, 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region III

Through: John F. Shaw WJR for JFS
Supervising Mining Engineer

From: Carl Belser

Subject: DMEA 3981 (Tungsten) Contract 14m-5921, Elmer Ketzer et al (Pennsylvania lode) Boulder County, Colorado -- Progress report for July 1956

The property was inspected on August 7, 1956 at which time the breast of the drift had been driven 162.0 feet.

During July the vein was small and the subcontractors wandered around with the drift. The vein in the breast had opened to four inches and dipped 45° northwesterly. The amount of drifting claimed was verified.

The cost of drifting 72 feet at $30.00 a foot is $2,160.00. Payment of 75 percent of the above amount or $1,620.00 is recommended.

Carl Belser
Carl Belser
Mining Engineer

CB/mw
cc: 6
14m-5921
Chron

RECEIVED
SEP 7 1956

Nederland, Colorado
August 13, 1956

John P. Shaw
U. S. Bureau of Mines
Room 137, Building 20
Denver Federal Center
Denver 2, Colorado

Re: Docket DMEA 3981 (Tungsten)
Contract Idm - E921

Narrative Report

Dear Mr. Shaw:

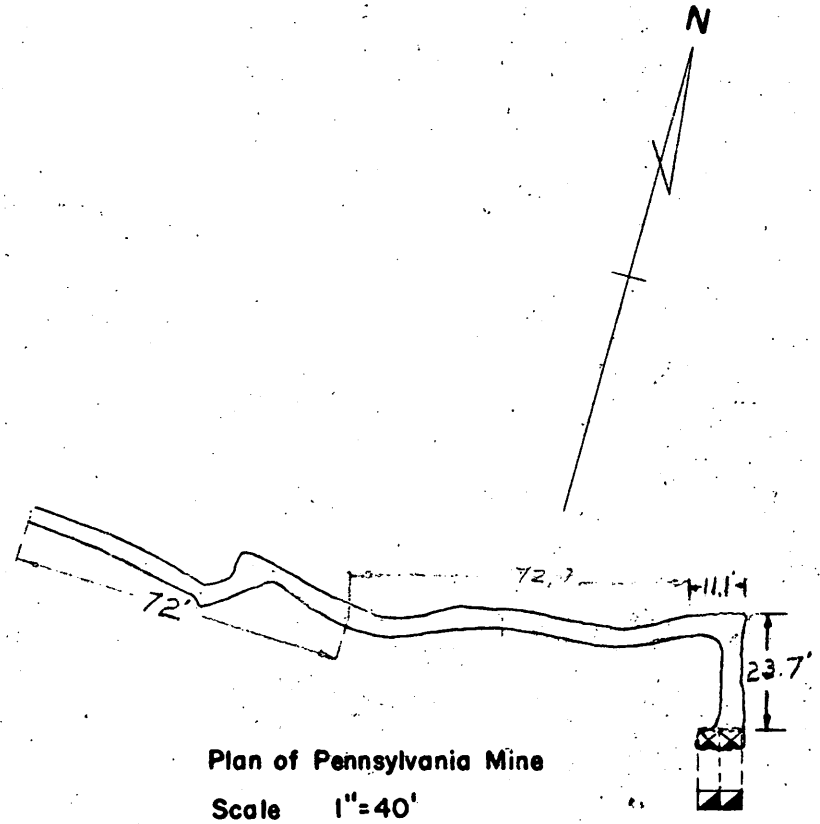
We drifted through a shist dyke for 30 feet but the formation has changed and we are out of the shist.

The contract labor was not satisfactory therefore, we are now employing miners at hourly wage.

We are awayting analysis on severa samples taken recently and will send you the results as soon as we receive the assayers certificates.

Yours very truly,

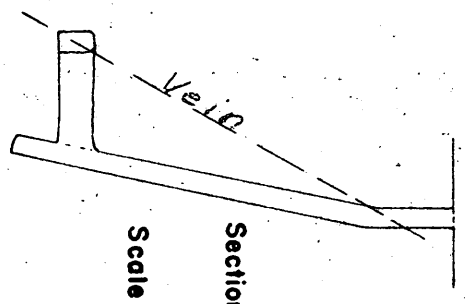
Ernest Betasco
Partner



Plan of Pennsylvania Mine

Scale 1"=40'

DATE 1/ AUG. / 1956



Section through Pennsylvania shaft.

Scale 1"=40'

RECEIVED
SEP - 7 1956

Form MF-504 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED
AUG 10 1956

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of June, 1956 Docket No. DMEA 3981 Contract No. IDM-E921

Operator's Name Elmer Hetzer, George Prime, Richard Betasso and Ernest Betasso Minerals Tungsten

Address P. O. Box 641, Boulder, Colo.

Contract Amount, $ 16,100.00 Government Participation: 75 % Amount, $ 12,075.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting	$2190.00	$330.00	$2520.00			
Sinking		$6000.00	$6000.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis		5.00	5.00			
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$2190.00	$6335.00	$8525.00	2,190.00	6,335.00	8,525.00

I certify that the above bill is correct and just and that payment therefor has not been received.

Date July 6, 1956 *Payee Elmer Hetzer, George Prime, Richard Betasso, Ernest Betasso

Per Elmer Hetzer Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 1642.50

Signature (Authorized Certifying Officer)

Date 8/7/56 Voucher No. DMA 57-16

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. 6921 in accordance with the terms of the contract.

Signature R. L. Bolmer, $1,642.50 Title Mining Engineer Date JUL 12 1956

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature W. M. Talley Title Executive Officer Date AUG 3 1956

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form DMV-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED AUG 10 1956

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of June 1956 Docket No. DMEA 3981 Contract No. IDM-E921

Operator's Name Elmer Hetzer, George Prime, Richard Betasso and Ernest Betasso Minerals Tungsten

Address P. O. Box 641, Boulder, Colo.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting	Feet	$2190.00	73	$2520.00	84		250	$30.00
~~Crosscutting~~ Timbering	Feet						100	7.00
Raising	Feet						50	35.00
Shafts	Feet			6000.00	75		75	80.00
~~Winze~~ Assaying	Each			5.00	1		30	5.00
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
TOTAL DISTRIBUTED COSTS		$2190.00		$8525.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		$2190.00		$8525.00				$16100.00

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Date June 6, 1956 Operator Elmer Hetzer, George Prime, Richard Betasso, Ernest Betasso

Per Elmer Hetzer Title Partner

REMARKS: Project work commenced March 5, 1956. Shaft & Crosscut in hanging wall completed in May, 1956. 84 feet of drifting completed in June, 1956.

→ NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only)

R. L. Bolmer

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED

224 New Customhouse
Denver 2, Colorado

August 3, 1956

FINAL DISTRIBUTION

MADE AUG 8 1956

ADMINISTRATIVE OFFICE REGION III
AUG 8 - 1956
BUREAU OF MINES
DENVER, COLORADO

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: DMEA Docket 3981 (Tungsten) Contract Idm-E921, Elmer Hetzer, et al. (Pennsylvania Lode) Boulder County, Colorado - Operator's Monthly Progress Report for the month of June, 1956

Enclosed are the original and four copies each of Forms MF-104 and MF-104A, Narrative Report, and Engineer's Report for the above period.

It is deemed that the Operator has complied with the intent of the contract, and the work for which payment is recommended is acceptable to the Government. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore we recommend that payment be made for 75 percent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report.

Payment is to be mailed to Ernest Betasso, agent for the partnership, at the following address

Ernest Betasso
Sugar Loaf Star Route
Boulder, Colorado

Remarks

Date of Report - - - - - - - - - - - - - - - - - July 6, 1956
Date Received in Field Office- - - - - - - - July 9, 1956
Date Received in Region Office- - - - - - - July 17, 1956
Processing delayed due to death of Elmer Hetzer, partner

W. M. TRAVER

W. M. Traver

Enclosures

JDC:jy Sec. Op. Comm. (2)
cc: MF-104 File E921 Shaw (2) Chron.

DMEA
Date Rec'd.

JUL 17 1956

BUREAU OF MINES
Denver, Colorado

REGION III

Building 20
Denver Federal Center
Denver 2, Colorado
July 16, 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region III

Through: John F. Shear
Supervising Mining Engineer

From: R. L. Balmer

Subject: DMEA 3961 (Tungsten) Contract 14m-2921, Elmer Metzer et al (Pennsylvania lode) Boulder County, Colo. -- Progress report for June 1956

The progress reported this period under the subject short-form contract -- 73 feet of drifting on the 80-foot level of the Pennsylvania shaft -- was verified during an inspection of the property July 5, 1956.

Last period, a short crosscut was driven northerly from an 80-foot depth in the shaft to intersect the Pennsylvania vein from which point the authorized project drift was extended 11 feet westerly along the vein (see operator's progress map). During June, the project drift was advanced an additional 73 feet westerly along the vein to a point 84 feet from the crosscut. On the date of inspection, the breast of the heading measured some 91 feet from the east rib of the crosscut.

The Pennsylvania vein, as presently exposed on the 80-foot level, ranges between 18 and 30 inches in width between well defined walls of granite. Along the initial 18 feet of the project drift, the structure contained good grade ferberite disseminated across its full width. Between 18 and 55 feet along the drift, the vein continued strong and well defined but was mostly barren of tungsten mineralization. The vein contained a 6-inch streak of fairly high grade, brecciated ferberite between 55 and 67 feet in the drift. Westerly beyond this section, however, the mineralization weakened. It was confined to a number of narrow streaks that were distributed across the full width of the structure. In the current breast of the heading, the vein is some 30 inches wide and dips about 45° northwesterly.

The work for which the operator claims reimbursement this period was performed according to the specifications stipulated in the contract. The $2190.00 total costs reported on the operator's MF-104 forms -- equivalent to 73 feet of drifting at the agreed upon unit price of $30.00 per foot -- are approved. Reimbursement to the operator of 75 percent of the approved reported costs, or $1,642.50, are recommended.

R. L. Bolmer
Mining Engineer

RLB/mv
cc: 6
Idm-5961
Chron

RECEIVED
AUG 10 1956

Nederland, Colorado
July 6, 1956

John P. Shaw
U. S. Bureau of Mines
Room 137, Building 20
Denver Federal Center
Denver 2, Colorado

Re: Docket DMEA 3981 (Tungsten)
Contract Idm - E921

Narrative Report

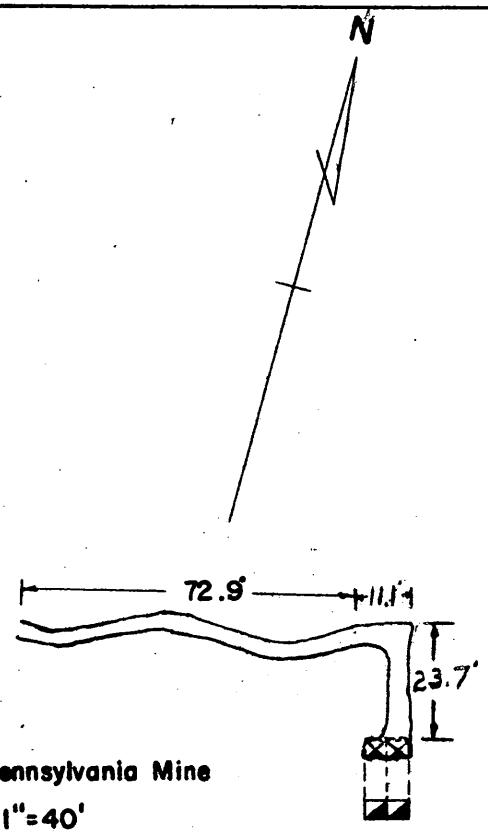
Dear Mr. Shaw:

As you will note on map that the vein is irregular or wavy and much flater than the showing on the surface.

The ore showing in vein is irregular but considerable ore showing in same.

I will attempt to sample and send you results with our next report.

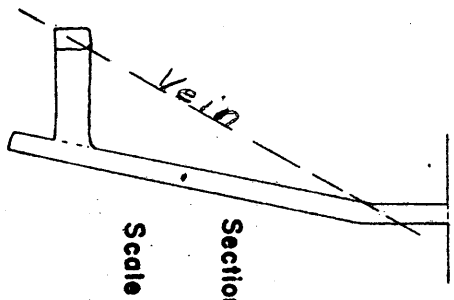
Yours very truly,



Plan of Pennsylvania Mine

Scale 1"=40'

DATE 1 / JULY / 1956



Section through Pennsylvania shaft.

Scale 1"=40'

RECEIVED
AUG 1 0 1955

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

RECEIVED JUN 27 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of May, 1956 Docket No. DMEA 3981 Contract No. Idm - E921

Operator's Name Elmer Hetzer, George Prime, Richard Betasso and Ernest Betasso Minerals Tungsten

Address P. O. Box 641, Boulder, Colorado

Contract Amount, $ 16,100.00 Government Participation: 75 % Amount, $ 12,075.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting	$330.00		$ 330.00			
Sinking	720.00	$5,280.00	6,000.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis	5.00		5.00			
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$1,055.00	$5,280.00	$6,335.00	1055.00	5280.00	6335.00

I certify that the above bill is correct and just and that payment therefor has not been received.

Date June 11, 1956 *Payee Elmer Hetzer, George Prime, Richard Betasso, Ernest Betasso

Per Elmer Hetzer Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 791.25

Signature [illegible] (Authorized Certifying Officer)

Date 6/19/56 Vou. No. DMA 56-121

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Adm-E921 in accordance with the terms of the contract.

Signature R. L. Palmer, $791.25 Title Mining Engineer Date JUN 13 1956

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature W. M. Shaver Title Executive Officer Date JUN 18 1956

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

GPO 872893

Form ~~DF~~-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED
JUN 27 1956

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of May, 1956 Docket No. DMEA 3981 Contract No. 1DM-E921

Operator's Name Elmer Hetzer, George Prime, Richard Betasso and Ernest Betasso Minerals Tungsten

Address P. O. Box 641, Boulder, Colo.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting	Feet	$330.00	11	$330.00	11		250	$30.00
~~Crosscutting~~ Timbering	Feet						100	7.00
Raising	Feet						50	35.00
Shafts	Feet	720.00	9	6000.00	75		75	80.00
~~Winzes~~ Assaying	Each	5.00	1	5.00	1		30	5.00
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
TOTAL DISTRIBUTED COSTS		$1055.00		$6335.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		$1055.00		$6335.00				$16100.00

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Date June 11, 1956 Operator Elmer Hetzer, George Prime, Richard Betasso, Ernest Betasso

Per Elmer Hetzer Title Partner

REMARKS: Project work commenced March 5, 1956. Shaft and crosscut in hanging wall completed in May, 1956.

→ NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only)

R. L. Bolmer

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

224 New Customhouse
Denver 2, Colorado

FINAL DISTRIBUTION

MADE JUN 25 1956

June 18, 1956

RECEIVED
JUN 27 1956

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: DMEA Docket 3981 (Tungsten) Contract Idm-E921, Elmer Hetzer, et al. (Pennsylvania lode) Boulder County, Colorado-Operator's Monthly Progress Report for the month of May, 1956

Enclosed are the original and four copies each of Forms MF-104 and MF-104A, Narrative Report, and Engineer's Report for the above period.

It is deemed that the Operator has complied with the intent of the contract, and the work for which payment is recommended is acceptable to the Government. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore, we recommend that payment be made for 75 percent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report.

Remarks

Date of Report----------June 11, 1956
Date Received in Field Office---------- June 13, 1956
Date Received in Region Office---------- June 15, 1956

W. M. TRAVER

W. M. Traver

Enclosures
JDC:jy
cc: MF-104 File E921
Sec. Op. Comm. (2)
Shaw (2)
Chron.

Region III

Building 20
Denver Federal Center
Denver 2, Colorado
June 13, 1956

DMEA
Date Rec'd.
JUN 15 1956
BUREAU OF MINES
Denver, Colorado

Memorandum

To: Executive Officer, DMEA Field Team, Region III
Through: John F. Shea
Supervising Mining Engineer

From: R. L. Bolmer

Subject: DMEA 3981 (Tungsten), Contract Idm-3981, Elmer Metzer et al. (Pennsylvania lode), Boulder County, Colo. -- Progress Report for May 1956.

The progress reported this period under the subject short-form contract--9 feet of shaft sinking and 11 feet of drifting--was verified during an inspection of the property June 11, 1956.

During May, the shaft was sunk an additional 9 feet to a total depth of 90 feet below its collar. This advance completed the 75 feet of sinking authorized under the contract. The lower 15 feet of the shaft will serve as a sump for the laterals to be driven on the 80-foot level. A shaft station was excavated at a depth of 80 feet and a crosscut was extended some 20 feet north from the station to intersect the Pennsylvania vein. Neither the shaft station nor the crosscut are specifically provided for in the contract and the cost of such work, therefore, has not been reported for reimbursement. The authorized 80-foot drift had been advanced 11 feet southwesterly along the Pennsylvania by the end of the month. By the date of inspection, this heading had been extended an additional 21 feet for a total distance of 32 feet along the vein.

The Pennsylvania vein, where first exposed on the 80-foot level, ranges between 18 and 23 inches in width between walls of granite. It strikes about S. 75° and dips 45° to 50° NW. Along the first 18 feet of the project drift, the vein contains good grade ferberite which is disseminated over the full width of the structure. The mineral occurs as veinlets and as a filling within a gangue of talc, horn quartz, and brecciated wall rock. A sample by the operator taken across a 5-inch section of the vein where first intersected by the crosscut assayed 4.96 percent WO_3. The structure exposed along the bottom of this section of the drift as well as in the Northeast breast is strong and well mineralized. The structure remained strong and well defined along the southwestern sections of the project heading but was mostly barren of ferberite.

The work for which the operator claims reimbursement to this period was completed according to the specifications stipulated in the contract. The $1,055.00 total costs reported on the operator's MF-18B form--equivalent to 9 feet of shaft sinking and 11 feet of drifting at the agreed upon unit prices of $88.00 and $30.00 per foot respectively plus 1 assay at $5.00--are approved. Reimbursement to the operator of 75 percent of the approved costs, or $791.25 is recommended.

R. L. Bolmer
R. L. Bolmer

CERTIFICATE OF ANALYSIS

HILL & JUDE

. . . . . Assayers and Engineers

800-812 Pearl Street Phone HI 2-1629 Boulder, Colorado

June 5, 1956

DETERMINATIONS MADE FOR: Elmer Hetzer

5/31/56

Special 4.96% WO_3

CHARGES:

HILL & JUDE

RECEIVED
JUN 27 1956

Nederland, Colorado
June 11, 1956

John P. Shaw
U. S. Bureau of Mines
Room 137, Building 20
Denver Federal Center
Denver 2, Colorado

Re: Docket DMEA 3981 (Tungsten)
Contract Idm - E921

Narrative Report

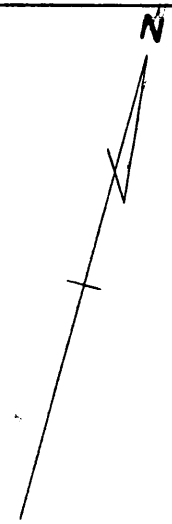
Dear Mr. Shaw:

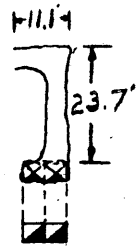
We completed shaft and timbering including 10' sump, 23' crosscut in hanging wall of shaft to vein, as well as 11' of drifting in May, 1956.

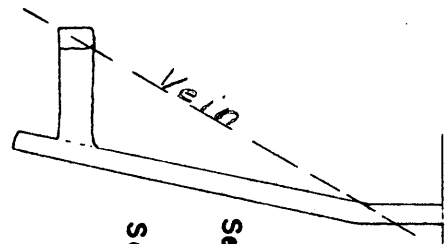
When the vein was cut we took a sample cut out of back of crosscut 5" wide which assayed 4.96 % WO_3 (Certificate attached), The vein was larger in bottom of crosscut showing 18" to 23" wide, I feel this ore body is not the same as showing in pits some 150' up the hill to the West of shaft therefore we expect to pick up another ore body as our drift extends to the West some 100 feet.

Yours very truly,

Elmer Netzer







Section through Pennsylvania shaft.

Scale 1"=40'

Plan of Pennsylvania Mine

Scale 1"=40'

DATE 1 / JUNE / 1956

RECEIVED
JUN 27 1956

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of April, 1956 Docket No. DMEA 3981 Contract No. Idm - E921
Operator's Name Elmer Hetzer, George Prime, Richard Betasso and Ernest Betasso Minerals Tungsten
Address P. O. Box 641, Boulder, Colo.
Contract Amount, $16,100.00 Government Participation: 75 % Amount, $12,075.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting						
Sinking	$2,240.00	$3,040.00	$5,280.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$2,240.00	$3,040.00	$5,280.00	2,240.00	3,040.00	5,280.00

I certify that the above bill is correct and just and that payment therefor has not been received.

Date May 1, 1956 *Payee Elmer Hetzer, George Prime, Richard Betasso, Ernest Betasso

Per Elmer Hetzer Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear, as "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

RECEIVED
MAY 17 1956

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$1680.00

Signature [illegible]
(Authorized Certifying Officer)

Date 5/11/56 Vou. No. DMEA 56-108

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. DMA-E921 in accordance with the terms of the contract.

Signature R. L. Palmer, $1,680.00 Title Mining Engineer Date MAY - 3 1956

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature W. M. Lamy Title Executive Officer Date MAY 10 1956

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of April, 1956 Docket No. DMEA 3981 Contract No. Idm-E921

Operator's Name Elmer Hetzer, George Prime, Richard Betasso and Ernest Betasso Minerals Tungsten

Address P. O. Box 641, Boulder, Colo.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting	Feet						250	$30.00
~~Crosscutting~~ Timbering	Feet						100	7.00
Raising	Feet						50	35.00
Shafts	Feet	$2,240.00	28	$5,280.00	66	$80.00	75	80.00
~~Winzes~~ Assaying	Each						30	5.00
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
TOTAL DISTRIBUTED COSTS		$2,240.00		$5,280.00			TOTAL COSTS AUTHORIZED BY CONTRACT	
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		$2,240.00		$5,280.00				$16,100.00

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

REMARKS: Project work commenced March 5, 1956, Continued through April, 1956

Date May 1, 1956 Operator Elmer Hetzer, George Prime Richard Betasso, Ernest Betasso

Per Elmer Hetzer Title Partner

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only)

RECEIVED
MAY 17 1956

R. L. Bolmer

INSTRUCTIONS

Preparation of Form MF–104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased"; "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF–104A has been designed to tie in with Form MF–104 for both monthly and cumulative costs. The "Total Costs" on Form MF–104A for each month should equal the monthly "Total Costs" as reported on Form MF–104. This is also true of the "Total Costs To Date".

In preparing Form MF–104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

224 New Customhouse
Denver 2, Colorado

May 10, 1956

FINAL DISTRIBUTION

MADE MAY 15 1956

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: DMEA Docket 3891 (Tungsten) Contract Idm-E921, Elmer Hetzer et al., (Pennsylvania Lode) Boulder County, Colorado - Operator's Monthly Progress Report for the month of April, 1956

Enclosed are the original and four copies each of Forms MF-104 and MF-104A, Narrative Report, and Engineer's Report for the above period.

It is deemed that the Operator has complied with the intent of the contract, and the work for which payment is recommended is acceptable to the Government. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore, we recommend that payment be made for 75 percent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report.

Remarks

Date of Report----------May 1, 1956
Date Received in Field Office---------- May 2, 1956
Date Received in Region Office--------- May 4, 1956

W. M. TRAVER

W. M. Traver

Enclosures

RECEIVED
MAY 17 1956

JDC:jy
cc: MF-104 File E921
Sec. Op. Comm. (2)
Shaw (2) Chron.

DMEA
Date Rec'd

MAY 4 1956

BUREAU OF MINES
Denver, Colorado

REGION III

Building 85
Denver Federal Center
Denver 2, Colorado
May 1, 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region III

Through: John F. Shea
Supervising Mining Engineer

From: R. L. Palmer

Subject: DMEA 3961 (Tungsten), Contract 14s-3961, Elmer Entzer et al, (Pennsylvania Lode), Boulder County, Colorado -- Progress report for April 1956

The progress reported this period under the subject short-form contract -- 28 feet of shaft sinking -- was verified during an inspection of the property May 2, 1956.

On the date of inspection, the shaft measured 51 feet below its collar. The existing depth of the shaft at the start of project operations on March 5, 1956 was 13 feet. The operator completed and reported for reimbursement 38 feet of sinking during the first month of project operations. The 28 feet of sinking advance reported for the April period, therefore, is valid and proper. The progress for both the current and the previous periods is recorded properly on the April MF-104 forms. The shaft is timbered according to contract specifications to a depth of some 75 feet. The operator stated that the shaft timbers would be realigned and the manway would be put in first class condition when the sinking operations are completed.

The lower sections of the shaft are within a rather hard and unaltered granite in the footwall of the Pennsylvania vein. A crosscut to the vein has been started at a depth of 80 feet. On the date of inspection the crosscut had been advanced some 10 feet north from the shaft. After this heading has been extended a safe distance away from the shaft, the remaining 9 feet of authorized sinking will be completed. The section of shaft below the 80-foot level will serve as a sump and provide room for loading the hoisting bucket.

RECEIVED
MAY 17 1956

In as much as the shaft was to have been sunk on the vein and as the sinking crew inadvertently failed to follow the flattening dip of the structure, the operator has agreed to complete the crosscut to the vein at his own expense. The length of the required crosscut should not exceed 20 feet unless the structure flattens much more than is presently apparent.

The $2,[illegible].00 total costs reported for the April period on the operator's MP-[illegible] form -- equivalent to the completed 25 feet of shaft sinking at the agreed upon unit price of $[illegible].00 per foot -- are approved. Reimbursement to the operator of 75 percent of the reported and approved costs, or $1,[illegible].00, is recommended.

R. L. Bolmer
R. L. Bolmer
Mining Engineer

RLB/mr

cc: 6
Idaho-Spokane
Owens

Nederland, Colorado
May 1, 1956

John P. Shaw
U. S. Bureau of Mines
Room 137, Building 20
Denver Federal Center
Denver 2, Colorado

Re: Docket DMEA 3981 (Tungsten)
Contract Idm - E921

Narrative Report

Dear Mr. Shaw:

As you will notice by our report the amount of shaft sunk in March was 38 feet and for April 28 feet. The reason for no more footage in April was due to labor trouble but we now feel that we have worked this out satisfactory and will complete the sinking by next week.

The shaft is in the foot wall of the vein and just as soon as the shaft is completed we will cross-out to the vein at our expense. I hope this arrangement is satisfactory.

Elmer Hitzer
Yours very truly,

P.L.B.

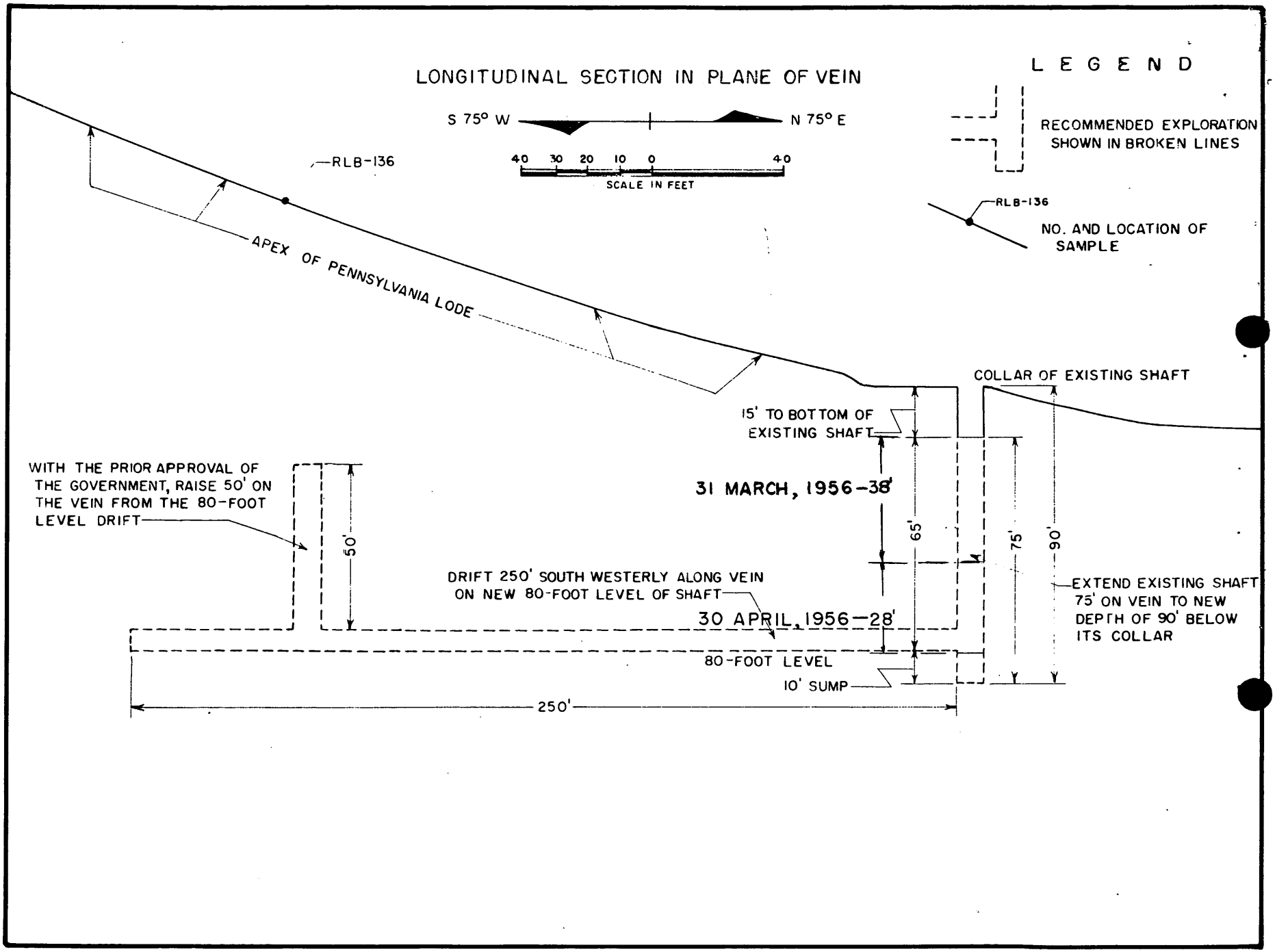


FIGURE 3 - LONGITUDINAL SECTION ALONG THE PENNSYLVANIA LODE, BOULDER COUNTY, COLO., SHOWING LOCATION AND EXTENT OF RECOMMENDED EXPLORATION. (ELMER HETZER ET AL. DMEA 3981 (TUNGSTEN)

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED
APR 25 1956

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of March, 1956 Docket No. DMEA 3981 Contract No. Idm - E921

Operator's Name Elmer Hetzer, George Prime, Richard Betasso and Ernest Betasso Minerals Tungsten

Address P. O. Box 641, Boulder, Colo.

Contract Amount, $ 16,100.00 Government Participation: 75 % Amount, $ 12,075.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting						
Sinking	$3,040.00		$3,040.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$3,040.00		$3,040.00	3,040.00		3,040.00

I certify that the above bill is correct and just and that payment therefor has not been received.

Date April 6, 1956 *Payee Elmer Hetzer, George Prime, Richard Betasso and Ernest Betasso

Per Elmer Hetzer Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

2280.00

Signature [illegible]
(Authorized Certifying Officer)

Date 4/17/56 Voucher No. DMA 56-97

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E 921 in accordance with the terms of the contract.

Signature R. H. Bolmer, $2,280.00 Title Mining Engineer Date April 12, 1956

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: Berk

Signature [illegible] Title Executive Officer Date APR 16 1956

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED
APR 25 1956

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of March 1956 Docket No. DMEA 3981 Contract No. Idm - E921

Operator's Name Elmer Hetzer, George Prime, Richard Betasso and Ernest Betasso Minerals Tungsten

Address P. O. Box 641, Boulder, Colo.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting	Feet						250	$30.00
~~Crosscutting~~ Timbering	Feet						100	7.00
Raising	Feet						50	35.00
Shafts	Feet	$3,040.00	38	$3,040.00	38	$80.00	75	80.00
~~Winzes~~ Assaying	Each						30	5.00
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
TOTAL DISTRIBUTED COSTS		$3,040.00		$3,040.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
		$3,040.00		$3,040.00				$16,100.00
TOTAL COSTS								

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Date April 6, 1956 Operator Elmer Hetzer, George Prime, Richard Betasso, Ernest Betasso

Per Elmer Hetzer Title Partner

REMARKS: Project work commenced March 5, 1956

→ NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only)

R. L. Bolmer

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED
APR 25 1956

224 New Customhouse
Denver 2, Colorado

FINAL DISTRIBUTION
MADE APR 23 1956

April 16, 1956

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: DMEA Docket 3981 (Tungsten) Contract Idm-E921, Elmer Hetzer et al (Pennsylvania lode) Boulder County, Colorado. Operator's Monthly Progress Report for the period March, 1956

Enclosed are the original and four copies of Form MF-104 and MF-104A, Narrative Report, and Engineer's Report for the above period.

Work has been completed as authorized by the contract. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore, we recommend that payment be made for 75 percent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report.

Remarks

Date of Report----------April 6, 1956
Date Received in Field Office---------- April 10, 1956
Date Received in Region Office----------April 13, 1956

W. M. TRAVER

W. M. Traver

Enclosures
RDB:jy
cc: MF-104 File E921
Sec. Op. Comm. (2)
J. F. Shaw (2)
Chron.

RECEIVED
APR 2 1956

DMEA
Date Rec'd.
APR 13 1956

BUREAU OF MINES
Denver, Colorado

REGION III

Building 20
Denver Federal Center
Denver 2, Colorado
April 13, 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region III

Through: John F. Shea

From: R. L. Balmer

Subject: DMEA 3981 (Tungsten), Contract Idm-3981, Elmer Retzer et al, (Pennsylvania lode), Boulder County, Colorado -- Progress report for March 1956

The progress reported this period under the subject short-form contract -- 38 feet of shaft sinking -- was verified during an inspection of the property on April 5, 1956.

The initial project work authorized under the contract -- the deepening of an existing 15-foot shaft on the Pennsylvania vein -- commenced March 5, 1956. On the date of inspection, the shaft had been sunk to a depth of 58 feet below its collar for a net advance under the contract to that date of 43 feet. Thirty-eight feet of the net advance was completed during the month of March 1956 and this footage is correctly shown in the operator's progress report for that period.

The shaft is being sunk and timbered to the size stipulated in the contract. The vein was followed by the shaft to a depth of some 35 feet below the collar at which point it flattened appreciably. Instead of following the structure as instructed, the operator's independent contractors continued sinking on the original inclination. As a result, the lower sections of the shaft are in the granite footwall of the vein. The operator was advised to flatten the final sections of the shaft more rapidly and attempt to get back on the vein.

The $3,040.00 total costs reported on the operator's MF-18A forms for the March period -- equivalent to the completed 38 feet of shaft sinking at the agreed upon unit price of $80.00 per foot -- are approved. Reimbursement to the operator of 75 percent of the reported costs, or $2,280.00, is recommended.

R. L. Balmer

R. L. Balmer
Mining Engineer

RLB/mr
cc: 6
Idm-3981
Chron

RECEIVED
APR 10 1956
Div. of Mineral Technology
BUREAU OF MINES
Denver Experiment Station
Denver, Colorado

RECEIVED
APR 2 3 1956

Nederland, Colorado
April 6, 1956

John F. Shaw
U. S. Bureau of Mines
Room 137, Building 20
Denver Federal Center
Denver 2, Colorado

Re: Docket DMEA 3981 (Tungsten)
Contract Idm-E921

Narrative Report

Dear Mr. Shaw:

We contracted the shaft sinking work on March 5, 1956, with instructions to sink on the vein, On March 17th, I found that the vein had pitched sharply to the North and that the shaft was leaving the vein, At that time I told the contractor to ease toward the vein and endeavor to get the shaft back on the vein without making an abrupt turn in the shaft.

As you will notice by our report the amount of shaft sunk in March was 38 feet.

Very truly yours,

Elmer Hetzer

Elmer Hetzer - Partner

RECEIVED
APR 25 1956

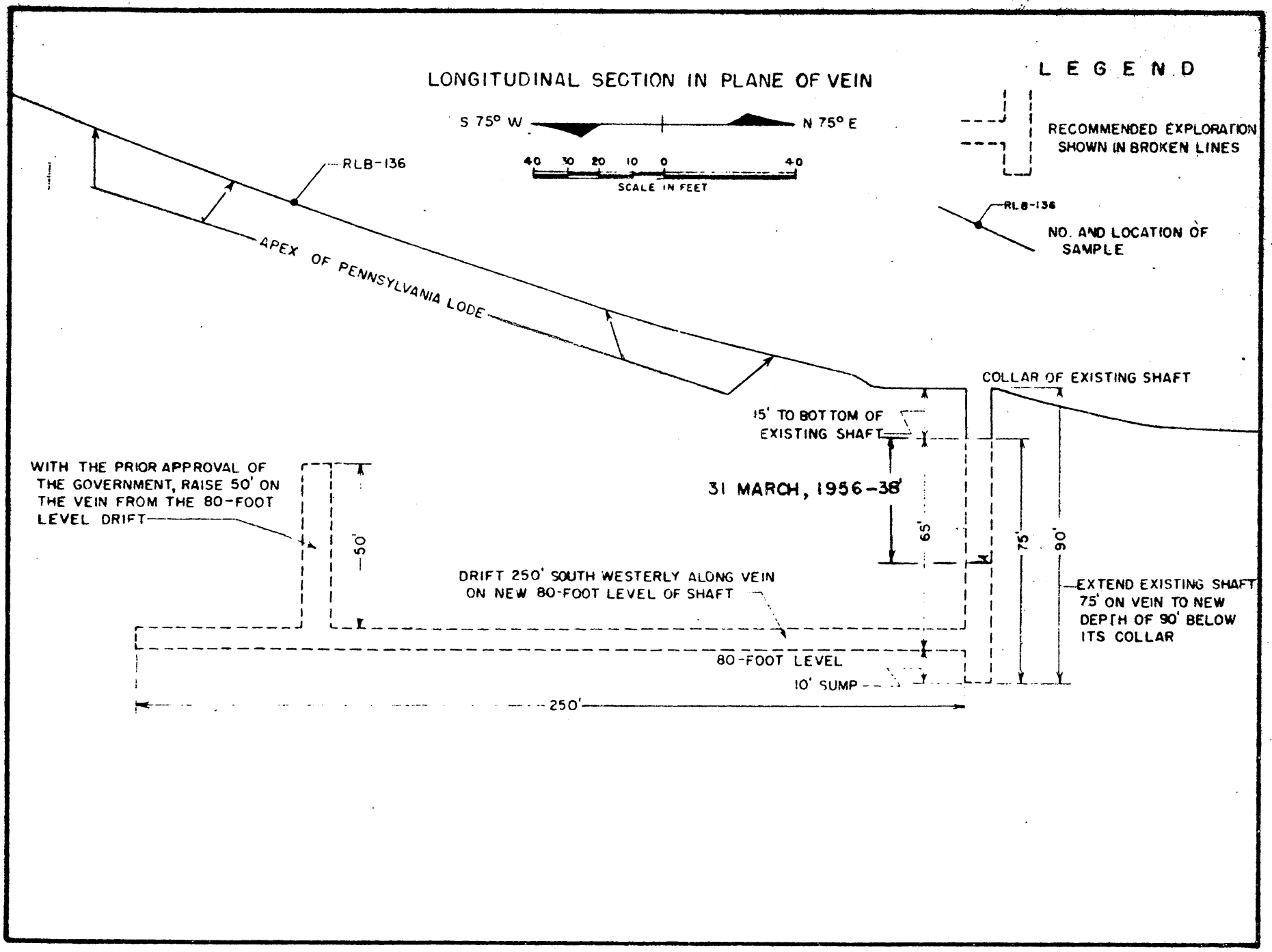


FIGURE 3 - LONGITUDINAL SECTION ALONG THE PENNSYLVANIA LODE, BOULDER COUNTY, COLO., SHOWING LOCATION AND EXTENT OF RECOMMENDED EXPLORATION. (ELMER HETZER ET AL. DMEA 3981 (TUNGSTEN)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

CERTIFICATION BY THE UNITED STATES OF AMERICA OF A DISCOVERY OR DEVELOPMENT UNDER AN EXPLORATION PROJECT CONTRACT

To: Mr. Ernest Betasso, Attorney in Fact
Hetzer, Prime, Betasso and Betasso
Sugar Loaf Star Route
Boulder, Colorado

Pursuant to the provisions of Exploration Project Contract No. Idm-3921, executed February 21, 1956, (Docket No. DMEA 3981), hereinafter called the "Contract", between Elmer Hetzer, (now deceased), George Prime, Richard Betasso, and Ernest Betasso, partners, and the United States of America, hereinafter called the "Government"; to establish and fix the Government's percentage royalty on production and its lien therefor and on the land described in the contract, the Government considers and therefore certifies that a discovery or development from which production may be made has resulted from the exploration.

The nature of said discovery or development is described broadly or indicated as follows:

Shaft sinking and subsequent drifting on the 80-foot level have indicated the presence of tungsten ore occurring as ferberite in pegmatitic quartz-feldspar veins in granite.

THE UNITED STATES OF AMERICA

Dated: MAR 29 1957

By O M Mitchell
Administrator, Defense Minerals
Exploration Administration

SPMelt:am 3/19/57

cc to: Docket
Code 400
Admr. Head. File
Oper. Comm.
Audit Division
FT WEG III
Finance Office

cc to: Messrs. F. D. Lamb, USBM
R. W. Halliday, USBM
T. H. Killegsard, USGS
F. E. Johnson - 110
C. A. Fredell, OSA
Ernest Betasso
Joseph Safter

800

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

MAR 29 1957

Mr. Ernest Hetzeno, Attorney in Fact
Metzer, Prinz, Hetzeno and Hetzeno
Sugar Loaf Star Route
Boulder, Colorado

Re: Docket No. DMEA 3981 - Tungsten
Pennsylvania Lode
Boulder County, Colorado
Contract No. Ida-3921

Dear Mr. Hetzeno:

Enclosed is a certification of discovery or development which covers all the land described in Article 2 of the contract.

By the terms of the Exploration Project Contract, as amended, and of the certification all minerals mined or produced from February 21, 1956, to February 21, 1966, are subject to the Government's percentage royalty as set forth in the contract until the sum of $10,147.50 is paid.

You should continue making royalty payments, as you have been doing, to Mr. W. H. Hershman, Acting Executive Officer, DMEA Field Team, Region III, 224 New Customhouse, Denver 2, Colorado. Checks should be made to the Defense Minerals Exploration Administration. The purchaser should be advised to deduct royalties from the amount due on each shipment and forward check direct to the Acting Executive Officer. Royalty payments to the Government should be accompanied by suitable evidence, such as settlement sheets, showing quantity and grade of the products sold, the name of the purchaser, and the charges certified to be correct by the purchaser.

You are requested to notify Mr. Hershman of any changes in ownership or production rights that might have any effect on the Government's right to its percentage royalty. Also, if production ceases at any time for any extended period, please notify Mr. Hershman at 6-month intervals that no production has been made, when that is the case.

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosure

SFHalt:mm 3/19/57
cc to: Docket
Code 400
Admr. Fmnd. File
Oper. Comm.
Audit Division
FT RMS III

cc to: Messrs. F. D. Lamb, USBM
H. Halliday, USBM
T. Killegaard, USGS
V. E. Johnson - 110

Joseph Hafter

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

MAR 29 1957

Mr. Joseph Rafter
Sugar Loaf Star Route
Boulder, Colorado

Re: Docket No. DMEA 3981 - Tungsten
Elmer Hatcher et al
Pennsylvania Lode
Boulder County, Colorado
Contract No. IGm-1291

Dear Mr. Rafter:

Enclosed is a copy of a certification of discovery or development, with copy of covering letter to the Operator, which has been issued pursuant to the terms of the above-cited contract.

This correspondence relates to the Owner's Consent to Lien signed by you on December 30, 1955. The Government's prior lien on the land and upon any production therefrom will continue in existence for the length of time mentioned in the enclosed copy of the letter to the Operator. You are obligated during that period to commit no act and to assert no claim in conflict with the Government's rights under the agreement signed by you, and to give advance notice of the Government's rights to any transferee or lessee of any part of your interest in the land or production therefrom.

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosure

SPHolt:am 3/19/57
cc to: Docket
Code 400
Admr. Read. File
Oper. Comm.
FT REG III
Audit Division

cc to: Messrs. F. D. Lamb, USBM
B. Holliday, USBM
T. Kiilsgaard, USGS
F. Johnson - Code 110

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

MAR 29 1957

800

Mr. Clarence A. Fredell, Acting Director
Technical Services Division
Defense Materials Service
General Services Administration
7th and D Streets, S. W.
Washington 25, D. C.

Re: Docket No. DMEA 3981 - Tungsten
Elmer Betzer et al
Pennsylvania Lode
Boulder County, Colorado
Contract No. Idm-B921

Dear Mr. Fredell:

Contract No. Idm-B921 for the exploration of the Pennsylvania Lode tungsten deposits was executed February 21, 1956. Expenditures up to $16,100.00 were authorized by the contract, of which the Government's share at 75 percent was $12,075.00. Cost of the work completed was $13,530.00, of which the Government's share was $10,147.50.

The object of the exploration program was to test the possible tungsten occurrences along and near the Pennsylvania quartz-feldspar vein in granite. The program employed shaft sinking and drifting to explore the mineralized zone.

The contract provided for sinking 75 feet of inclined shaft, 250 feet of drifting from the new bottom of the shaft and 50 feet of raising. Work completed comprised 75 feet of shaft sinking and 250 feet of drifting.

Tungsten ore discovered by project work was estimated by the Field Team as about 700 tons of indicated and inferred ore, average grade 0.9 percent WO_3, containing about 630 short ton units of WO_3.

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosure

SPHolt:am 3/19/57
cc to: Docket
Code 400
Admr. Read. File
Oper. Comm.
Audit Division

cc to: FT REG III
Messrs. F. D. Lamb, USBM
T. H. Kiilsgaard, USGS
R. Holliday, USBM
F. E. Johnson - 110

Government's Copy

RECEIVED NOV 23 1956 D.M.E.A.

TERMINATION AGREEMENT

It is agreed this 9th day of November, 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and the Estate of Elmer Hetzer, and George Prime, Richard Betasso, and Ernest Betasso, partners, hereinafter called the "Operator," parties to that certain Exploration Project Contract Idm-E921 (Docket No. DMEA-3981), dated February 21, 1956, that:

1. No work or operations provided for in said contract shall be performed after September 30, 1956.

2. The Government shall contribute only to the fixed unit costs of work performed prior to October 1,1956.

3. The Operator shall perform promptly all winding-up and settlement actions provided for in the contract, including the rendering of the final report and final account.

4. All rights of the Government provided for in the contract with respect to certification of discovery or development, percentage royalty and liens for its payment, records, audits, and recovery of any overpayment, are preserved.

5. The Operator hereby releases and agrees to save the Government harmless from all claims or demands under or arising out of said contract, except as otherwise provided in this termination agreement.

IN WITNESS WHEREOF, these parties have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By Frank E. Johnson
ACTING Administrator, Defense Minerals Exploration Administration

THE ESTATE OF ELMER HETZER, and GEORGE PRIME, RICHARD BETASSO, and ERNEST BETASSO

By Ernest Betasso
Ernest Betasso, Attorney-in-Fact

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED
AUG - 6 1956

224 New Customhouse
Denver 2, Colorado

August 3, 1956

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3981 (Tungsten) Contract Idm-E921, Elmer Hetzer, George Prime, Richard Betasso and Ernest Betasso, Partners (Pennsylvania lode) Boulder County, Colorado

Attached are copies of the following documents which are necessary for continued operations under Contract Idm-E921

1) Court Order No. 8888, Boulder County, Colorado, dated July 28, 1956, which authorizes Consuelo Hetzer to continue in the partnership of Elmer Hetzer, George Prime, Richard Betasso and Ernest Betasso
2) Official notification rescinding the Power of Attorney dated February 29, 1956 which designated Elmer Hetzer to act as agent for the partnership
3) Power of Attorney dated July 28, 1956 which designates Ernest Betasso to act as agent for the partnership in all matters concerned with DMEA Exploration Contract Idm-E921

Also attached is a letter of July 30, 1956 from Dudley I. Hutchinson whereby the above documents were transmitted to this office.

Payments are to be made to Mr. Ernest Betasso whose address is as follows

Mr. Ernest Betasso
Sugar Loaf Star Route
Boulder, Colorado

W. M. TRAVER

W. M. Traver

Enclosures

JDC:jy
cc: Chair. Op. Comm. (3) w/orig. & 2 copies above documents; Harshman w/copy above documents
Contract File E921 w/copy above documents " " Shaw
Corresp. File E921 " " " " Townsend

GOSS & HUTCHINSON
Attorneys at Law

COPY

July 30, 1956

Mr. W. M. Traver
Executive Officer, DMEA
Field Team, Region III
224 New Customhouse
Denver 2, Colorado

RECEIVED
AUG - 6 1956

Re: Docket DMEA 3981 (Tungsten) Contract Idm-E921; Elmer Hetner, George Prime, Richard Betasso and Ernest Betasso, Partners. Pennsylvania Lode - Boulder County, Colorado

Dear Mr. Traver:

In accordance with your letter of July 24, 1956 and in further answer to your letter of July 23, 1956, both of which pertain to the above matter, I hand you herewith the following:

1. A certified copy and five photographic copies of Order of the County Court of Boulder County, authorizing Consuelo Hetner, Executrix of the Estate of Elmer Hetner, deceased, to continue the above partnership;

2. Original and five copies of Notification of rescinding Power of Attorney;

3. Original and six executed copies of Power of Attorney appointing Ernest Betasso as attorney in fact;

The address of Ernest Betasso is Sugar Loaf Star Route, Boulder, Colorado.

I hope you will find these in order and if there is anything else I can do to expedite this matter, please let me know. I appreciate the promptness that you have given this matter.

Very truly yours,

/S/ DUDLEY I. HUTCHINSON

Dudley I. Hutchinson

See Opp. Comm. Originals

vc
encs.

RECEIVED
AUG - 6 1956

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

IN THE COUNTY COURT

No. 8888

IN THE MATTER OF THE ESTATE)
)
OF ELMER HETZER, also known as)
)
ELMER W. HETZER,)
)
Deceased.)

ORDER

This day this cause came on to be heard before the Court upon the Petition of Consuelo Hetzer, Executrix of said estate, asking for authority to continue in the partnership composed of Elmer Hetzer, George Prime, Richard Betasso and Ernest Betasso.

It appears to the Court that prior to the death of Elmer Hetzer said partners had entered into a Contract with the United States Government, being Docket No. DMEA-3981, Contract Idm-E921, and obtained a loan from the United States Government for the development of the Pennsylvania Lode.

IT APPEARS TO THE COURT AND THE COURT DOTH FIND: That it is to the best interest of said estate that the said Consuelo Hetzer, sole beneficiary under the Last Will and Testament of Elmer Hetzer and Executrix of said estate, continue in said partnership and in the operation of said mine and that she be authorized, directed and empowered to sign all instruments necessary to properly carry on said operation and to sign any instruments required by the United States Government in connection with said contract and said loan made by the Government.

IT IS THEREFORE ORDERED AND DECREED BY THE COURT:

That Consuelo Hetzer, Executrix of said estate, be and she is hereby authorized, directed and empowered to enter into a partnership with George Prime, Richard Betasso and Ernest Betasso for the operation of said mine and to carry out the above mentioned contract and to sign all instruments necessary to carry on said partnership and fulfill the contract and loan with the United States Government.

DONE IN OPEN COURT This 28th **day of** July, **1956.**

BY THE COURT:

H Hoshor

Judge

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

I, Dolores H. Kiser, Clerk of the County Court, Boulder County, Colorado, hereby certify that the above and foregoing is a full, true and correct copy of an Order of the County Court of Boulder County, Colorado, entered this day in the above styled and numbered cause.

Dated this 28th day of July, 1956.

Dolores H Kiser
Clerk of the County Court

By: _____
Deputy

RECEIVED
AUG - 6 1956

Boulder, Colorado

July 27, 1956

Mr. W. M. Traver
Executive Officer, DMEA
Field Team, Region III
224 New Customhouse
Denver 2, Colorado

Re: Docket DMEA-3981 (Tungsten)
Contract Idm-E921
Elmer Hetzer, George Prime, Richard Betasso, and Ernest Betasso, Partners.
Pennsylvania Lode - Boulder County, Colorado.

Dear Sir:

On February 29, 1956, Elmer Hetzer, George Prime, Richard Betasso and Ernest Betasso executed a Power of Attorney appointing Elmer Hetzer to act as Agent for the above partners. We are sorry to advise you that Mr. Hetzer died July 10, 1956.

You are hereby notified by the undersigned that the said Power of Attorney is rescinded.

Yours very truly,

Ernest Betasso
George Prime
Richard Betasso

Consuelo Hetzer
Executrix of the Estate of
Elmer Hetzer, deceased.

RECEIVED
AUG - 6 1956

POWER OF ATTORNEY

We, the undersigned, members of a partnership consisting of George Prime, Richard Betasso, Ernest Betasso, and Consuelo Hetzer, Executrix of the Estate of Elmer Hetzer, deceased, do hereby appoint Ernest Betasso to act as the agent of said partnership in all matters connected with the United States Department of Interior, Defense Minerals Exploration Administration, Contract Idm-E921, Docket No. DMEA 3981, and in behalf of said partnership to submit to the Government all necessary reports and information required under said contract; and said agent is authorized to receive individually, and to receipt for, any monies that are now or may hereafter become due to said partnership by reason of said Contract Idm-E921.

Executed this 28th day of July, 1956.

(Signed) Ernest Betasso

(Signed) George Prime

(Signed) Richard Betasso

(Signed) Consuelo Hetzer
Executrix of the Estate of
Elmer Hetzer, deceased.

Contract No. Idm-E 921

Docket No. 3981

DEPARTMENT OF THE INTERIOR

Terminated contract

DEFENSE MINERALS EXPLORATION ADMINISTRATION

TO: Chief, Finance Section, Budget and Finance Branch, Bureau of Mines

Please make the following entry on the records of the Defense Minerals Exploration Administration under the Strategic and Critical Minerals Exploration Program.

Date of Contract	Region	State	Commodity
February 21, 1956	III	Colorado	Tungsten

Name and Address of Operator: Consuelo Hetzer, et al
Box 641
Boulder, Colorado

	Reserve	Obligation
Prior Amount	0	$12,075.00
Increase	0	0
Decrease	~~0~~	~~1,927.50~~
Revised Amount	0	$10,147.50

Remarks:

Allen S. Dakan, Chief
Operations Control and
Statistics Division
(Name) (Title)

Date Delivered to Bureau of Mines, Washington 12/28/56

989

Government's Copy

RECEIVED
MAR - 5 1956

MF-200A
(Revised June 1954)

Docket No. DMEA 3981

Commodity Tungsten

Contract No. Idm-E 921

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXPLORATION PROJECT CONTRACT[1]
(Short Form)

It is agreed this FEB 21 1956 day of ....., 195..., between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Elmer Hetzer, George Prime, Richard Betasso and Ernest Betasso, partners,

whose mailing address is Elmer Hetzer
Box 641, Boulder, Colorado,
hereinafter called the "Operator," as follows:

ARTICLE 1. *This contract* is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF-200A), the attached Exhibit "A," Annex I, and maps numbered Figure 2 and Figure 3.

The Operator shall not transfer or assign this contract or any right thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The land which is the subject of this contract (hereinafter called "the land") is in the State of Colorado, County of Boulder, and is described in Annex I.[3]

(b) The Operator represents and undertakes that:

(1) The Operator is the [4] lessee of [5] all mineral rights in the land, in possession and entitled to possession for all of the purposes of this contract, under and by virtue of a [6] Lease and Supplement and addition, [7] recorded in Book ....., page ....., official records of said County; and

(2) The Operator's right, title, or interest (whether as owner, lessee, or otherwise) is subject only to the following claims, liens, or encumbrances: lease royalty

(c) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above, and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.), are attached, as follows: Consent to Lien

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] Insert name, and if an organization, its nature (corporation and place of incorporation, partnership with names of partners, etc.).
[3] State on a separate sheet marked "Annex I" the legal description or enough to identify the property, particularly excluding any areas from which the production is not to be subject to the Government's percentage royalty.
[4] Insert "owner," "lessee," "contract purchaser," "locator," etc.
[5] Insert "the entire interest," "the mineral rights," "an undivided one-third," etc.
[6] Insert "deed," "lease," "contract," "location notice," "patent," etc.
[7] If not recorded, so indicate by inserting "un."

(d) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. Until the lapse of the time within which the Government may make a certification of discovery or development without any such certification having been made, and after any such certification has been made, the Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. If the Government makes no certification of discovery or development within the time limited in Article 7, it shall thereafter have no claim against the land or any production therefrom except for any production referred to in Article 7(b)(1).

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of tungsten The work to be performed is described in Exhibit "A." The Operator on or before March 15, 1956, shall commence the work, and on or before November 1, 1956 (unless the Operator's obligation to complete the work is terminated—see Article 8) shall complete the work.

ARTICLE 4. *Performance of the work.*—(a) *Operator's responsibility.*—The work shall be performed with reasonable diligence, efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for liability insurance covering employment; and with suitable and adequate equipment, facilities, materials, supplies, and labor, to bring it to completion within the time fixed.

(b) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after a certification of discovery or development to inspect production operations and underground workings. The operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 5. *Contribution by the Government.*—A fixed cost for each unit of work to be performed (per foot of drifting, per foot of drilling, per hour of operations, etc.) is hereby agreed upon, and is set forth in Exhibit "A" in connection with the estimated total cost of the project in the sum of $16,100.00 The Government will contribute 75 percent of the fixed unit costs as work is performed, in a total sum not in excess of $12,075.00: *Provided,* That until the Operator has rendered to the Government his final report, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of 10 percent of the estimated total cost of the work. The Government will make its contribution on the basis of the monthly vouchers referred to in Article 6(b), but all payments by the Government are provisional only, subject to audit, until the account between the Operator and the Government is finally audited and settled. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government may make payments directly to independent contractors and suppliers for the account of the Operator rather than to the Operator.

ARTICLE 6. *Reports, accounts, audits.*—(a) *Operator's records.*—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine any pertinent books, documents, papers, and records of the Operator. All of the Operator's vouchers and records and accounts relating thereto and the Government's payments thereof remain subject to adjustment until final audit by the Government.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work

performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the unit costs thereof.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records or accounts.

ARTICLE 7. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after a sufficient final report and final account (see Article 6) has been rendered, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer, or as surety if the Operator is not the producer, shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, within a period of ten years from the date of the contract, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except,* that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer,* sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling or assaying, or transportation, performed or paid by the Operator or by anyone other than the buyer, are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent) applied to the crude ore or other production after it is extracted from the ground, to put it into a commercially marketable form; excluding fabricating or manufacturing.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent), after the lapse of six months from the date the ore was extracted from the ground, remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value thereof in the form in which and at the time when it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

(For instance: the royalty on an amount of five dollars ($5.00) per ton would be one and one-half (1½) percent; on an amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 8. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery, and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The remedy provided for the Government in this paragraph "(b)" is in addition to any other remedy provided in this contract, and in addition to any other remedy the law may provide for breach of contract.

(c) The giving of any notice by the Government under the provisions of this Article 8 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and such rights shall be fully preserved.

ARTICLE 9. *Notices to be given by the Government* may be delivered to the Operator, or may be sent by registered mail addressed to the Operator at his mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 10. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 11. *Changes and added provisions.*—

Executed in sextuplicate the day and year first above written.

By Elmer Wetzel (Partner)

By George Prim (Partner)

By Richard Belasco (Partner)

By Ernest Belasco (Partner)

THE UNITED STATES OF AMERICA

By C. J. Mittendorf

Administrator, Defense Minerals Exploration Administration

I, ..., certify that I am the ..... secretary of the corporation named as Operator herein; that ..... who signed this contract on behalf of the Operator, was then ..... of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—70618-1

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EXPLORATION PROJECT CONTRACT
ELMER HETZER, ET AL.
DOCKET NO. DMEA-3981

ANNEX I

The land referred to in Article 2 of the Contract consists of two patented and one unpatented lode mining claim, known as the Pennsylvania, Comet, and Thanksgiving, respectively.

These claims are shown on the map entitled "Figure 2 - Map of the Pennsylvania Group of Mining Claims, Boulder County, Colo., showing applicants' property rights. (Elmer Hetzer et al. DMEA-3981)," which is attached hereto and made a part hereof. The claims are located in the NW$\frac{1}{4}$ of section 31, T. 1 N., R. 71 W., and the NE$\frac{1}{4}$ of section 36, T. 1 N., R. 72 W., Sixth Principal Meridian, Boulder County, Colorado, and are described and recorded as follows:

Claim Name	Survey Number	Records of County Recorder	
		Book No.	Page No.
Pennsylvania	19740 Patented		
Comet	19740 Patented		
Thanksgiving	Unpatented	998	106

The above-noted claims are owned by Joseph Rafter. By a lease dated August 24, 1955, a part of the Pennsylvania Claim (outlined in green on map Figure 2) was leased to George Prime, Elmer Hetzer, Richard Betasso and Ernest Betasso. By a "Supplement and Addition to Mining Lease," dated December 10, 1955, the parties thereto agreed that those portions of the Thanksgiving lode mining claim as are not in conflict with prior claims (outlined in heliotrope on map Figure 2) and that part of the Comet lode mining claim, to wit: seventy-five feet on each side of the Pennsylvania vein which crosses said Comet claim (outlined in blue on map Figure 2), shall be included in and be a part of the original lease of August 24, 1955.

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator Elmer Hetzer, et al.
Docket No. DMEA- 3981
Contract No. Idm-E
Contract Date

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CONSENT TO LIEN

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To the United States of America:

Referring to that certain land in the County of Boulder, State of Colorado, described as follows:1/

That part of the Pennsylvania Lode (U. S. Survey 19740) lying between East end line and angle corners; that part of the Comet Lode (U. S. Survey 19740) to wit: 75 feet on each side of the Pennsylvania Vein which crosses said Comet Lode; and the unpatented Thanksgiving Lode mine claim recorded in Book 998 at Page 106 in the official records of said County.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

None

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: None

Dated this 30th day of December, 1955.

Joseph Rafter [Seal]

[Seal]

[Seal]

~~I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.~~

~~[Corporate Seal]~~

EXPLORATION PROJECT CONTRACT
ELMER HETZER, ET AL.
DOCKET NO. DMEA-3981

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Exhibit "A"

Description of the Work

Attached hereto and made a part hereof is a map entitled "Figure 3 - Longitudinal Section along the Pennsylvania Lode, Boulder County, Colo., Showing location and extent of recommended exploration. (Elmer Hetzer et al. DMEA-3981 (Tungsten)."

1. From the bottom of an existing inclined shaft located on the apex of the Pennsylvania vein near the northeastern end of the Pennsylvania claim, extend the inclined shaft an additional 75 feet along the dip of the vein. The new shaft shall be timbered, two compartments, and the cross-sectional dimensions shall be 7 feet by 3½ feet in the clear of timber.

2. At a depth of 80 feet below the collar of the above shaft, drift a total of 250 feet southwesterly along the Pennsylvania vein. The drift shall be timbered as necessary and be a minimum of 4½ feet by 6½ feet in the clear of timber.

3. Dependent on mineralization and at a point and for a distance to be approved by the Government, raise a maximum of 50 feet on the vein. The raise shall be timbered as necessary, with two compartments and approximately 8 feet by 4½ feet in rock section.

4. Sample and assay for WO_3 the mineralized sections along the drift and in the raise.

Estimated Cost of the Project

Fixed Unit Costs

Sinking shaft, not in excess of 75 feet @ $80.00/ft.	$6,000.00	
Drifting, not in excess of 250 feet @ $30.00/ft.	7,500.00	
Timbering, not in excess of 100 feet @ $7.00/ft.	700.00	
Raising, not in excess of 50 feet @ $35.00/ft.	1,750.00	
Assaying, not in excess of 30 samples for WO_3 @ $5.00 each	150.00	
Estimated Total Cost of Project		$16,100.00
Government Participation @ 75%		$12,075.00

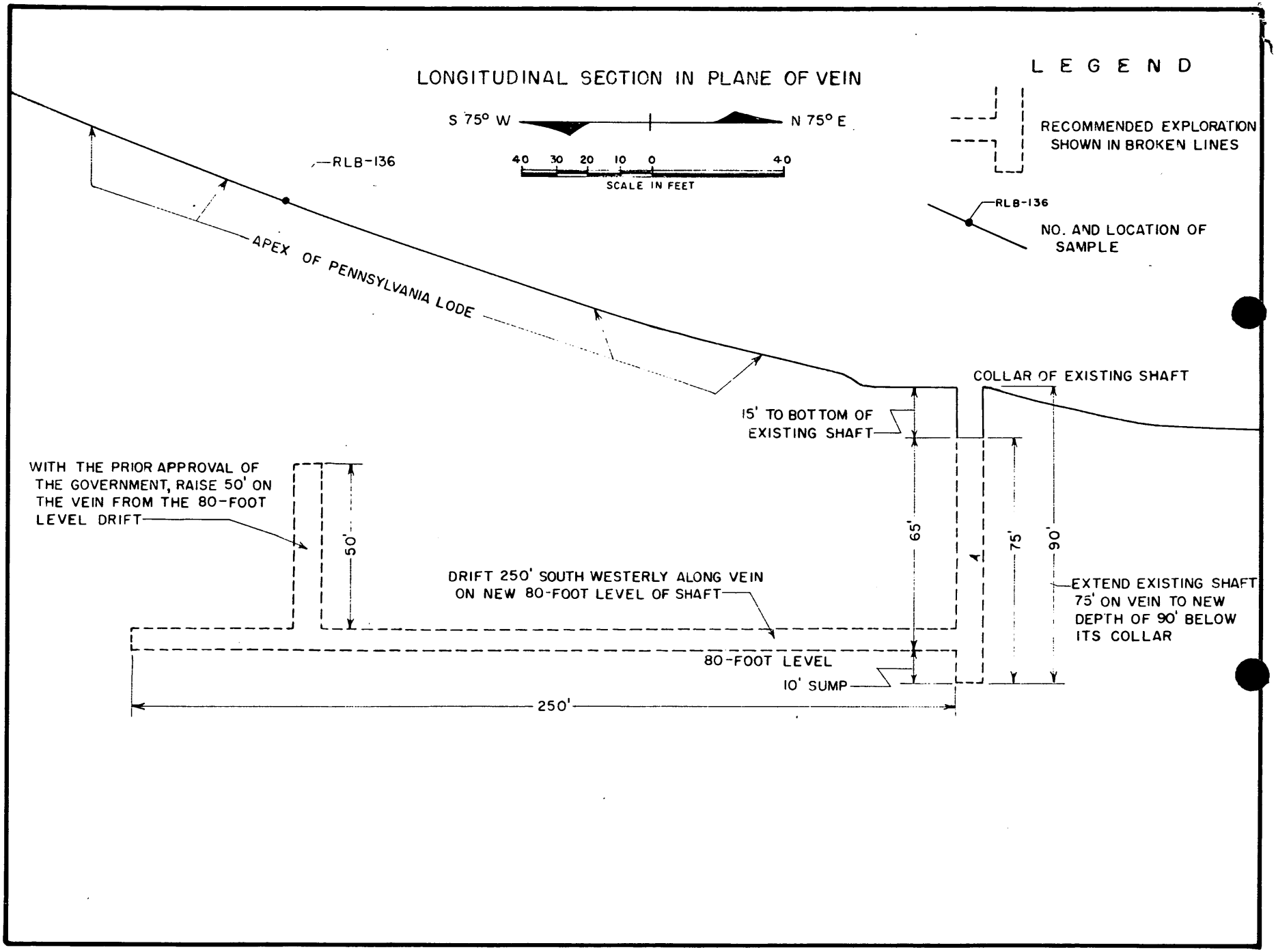

FIGURE 3 - LONGITUDINAL SECTION ALONG THE PENNSYLVANIA LODE, BOULDER COUNTY, COLO., SHOWING LOCATION AND EXTENT OF RECOMMENDED EXPLORATION. (ELMER HETZER ET AL. DMEA 3981 (TUNGSTEN)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

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224 New Customhouse
Denver 2, Colorado

March 1, 1956

Mr. Elmer Hetzer
P. O. Box 641
Boulder, Colorado

Re: Docket DMEA 3981 (Tungsten)
Contract I4m-2921

Dear Mr. Hetzer:

Enclosed herewith is your copy of Exploration Project Contract No. I4m-2921, Docket DMEA 3981.

Also enclosed are six copies of form MP-104, "Operator's Monthly Report and Voucher," and six copies of form MP-104A, "Operator's Unit Cost and Progress Report." At the completion of the first calendar month of operation and monthly thereafter you are required to submit five copies of the forms to Mr. John F. Shaw, U. S. Bureau of Mines, Room 137, Building 80, Denver Federal Center, Denver 2, Colorado. The sixth form is for your records.

Please note that the monthly accounting report requires a narrative report which should be accompanied by maps or sketches showing the work performed. The narrative report must be signed by the operator. The monthly report will not be processed for payment unless accompanied by a narrative report. Additional copies of forms MP-104 and MP-104A will be forwarded to you each month on receipt of your completed report for the prior month.

For your information and in reply to many questions that have been asked, after forms MP-104 and MP-104A are received an engineer will check progress and approve your accounts, after which they will be sent to the Regional Office, Region III, U. S. Bureau of Mines, 224 New Customhouse, Denver 2, Colorado, for auditing and vouchering. If the report is in order, a check will be issued by the Treasury Department for the Government's portion of the costs. If you have any difficulty in completing these forms and the reports, please call on Mr. Shaw or this office for assistance.

The contract is prepared on form NP-200A and under the provisions of Exhibit "A", which is a part of the contract, the work is to be performed at fixed unit costs which are the basis of reimbursement to you as units of work are completed and reported on forms NP-104 and NP-104A.

Your requests to this office for work approval, changes in the contract, or any other communication pertaining to operations under the contract, must be in writing, of which please supply the original and five copies, each copy complete with maps or other pertinent data.

Your attention is directed to the provision that the location and extent of raising under Item 3 is subject to the prior approval of the Government. Therefore, sufficient time should be allowed before you are ready to start work, to enable the Government to reach a decision in the matter and so advise you after receipt in this office of your request in writing for the Government's approval for the location and the extent of the raising proposed.

No oral statement of any person shall be construed to modify or change the terms of the contract. Field representatives of the Government are not authorized to approve any changes in the work program or contract provisions. Such approval can only be given by the Washington office, RMRA, or by the RMRA Field Team, Region III.

It is a regulation that reimbursement for the cost of work accomplished prior to the date of the contract will not be allowed. It is a requirement and imperative that you notify this office in writing the date work actually commences under the contract, with a copy of your letter to Mr. Shaw.

Very truly yours,

W. M. TRAVER

W. M. Traver
Executive Officer, RMRA
Field Team, Region III

Enclosures
JWT:yrl
cc: Chairman, Oper. Comm. (3)
Finance Office, Region III
Amendment file
Harshman
Shaw
Townsend
Corres. file
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED
MAR - 5 1956

224 New Customhouse
Denver 2, Colorado

March 1, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3981 (Tungsten), Contract Idm-3981, A Partnership Composed of Elmer Metzer, George Prima, Richard Betasso and Ernest Betasso, Boulder County, Colorado.

Enclosed are the Government's, Division, and Docket copies of Exploration Project Contract Idm-3981, which was forwarded by your letter of February 21, 1956, for signature by the Operator and our insertion of the starting date under Article 3 of the Contract.

Copies of the Contract have been given to the Operator, the Finance Office, Region III, and distributed to other offices concerned.

W. M. Traver

Enclosures

JWT:prl
cc: Finance Office, Reg. III } w/copy of contract
Harshman
Shaw
Townsend
Corres. file
Chron.

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MAR - 5 1956

E-921

POWER OF ATTORNEY

We, the undersigned, members of a partnership consisting of Elmer Hetzer, George Prime, Richard Betasso and Ernest Betasso, do hereby appoint Elmer Hetzer to act as the agent of said partnership in all maters connected with the United States Department of the Interior, Defence Minerals Exploration Administration, Contract Idm-E921, Docket No. DMEA 3981, and in behalf of said partnership to submit to the Government all necessary reports and information required under said contract; and said agent is authorized to receive individually, and to receipt for, any monies that are now or may hereafter become due to said partnership by reason of said Contract Idm-E921.

Executed this 29th day of February, 1956.

(Signed) George Prime

(Signed) Richard Betasso

(Signed) Ernest Betasso

Docket No. 3981

Commodity Tungsten

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

STRATEGIC AND CRITICAL MINERALS EXPLORATION PROGRAM

TO: Chief, Finance Section, Budget and Finance Branch, Bureau of Mines

Please enter on the records of the Defense Minerals Exploration Administration under the Strategic and Critical Minerals Exploration Program, the following contract, or amendment to contract.

Contract No. Idm-E 921

Date of Contract ~~or amendment~~ February 21, 1956

Name and Address of Operator:
Elmer Hetzer, George Prime,
Richard Betasso & Ernest Betasso
c/o Elmer Hetzer
Box 641
Boulder, Colorado

Amount of Government participation $12,075.00

Percent of Government participation 75 %

Region: III State: Colorado

E. H. Talbot
(Name)

for J. L. Chambers, Chief
Contract Administration and
Audit Division
(Title)

Date Delivered to Bureau of Mines, Washington. 2/21/56

54458

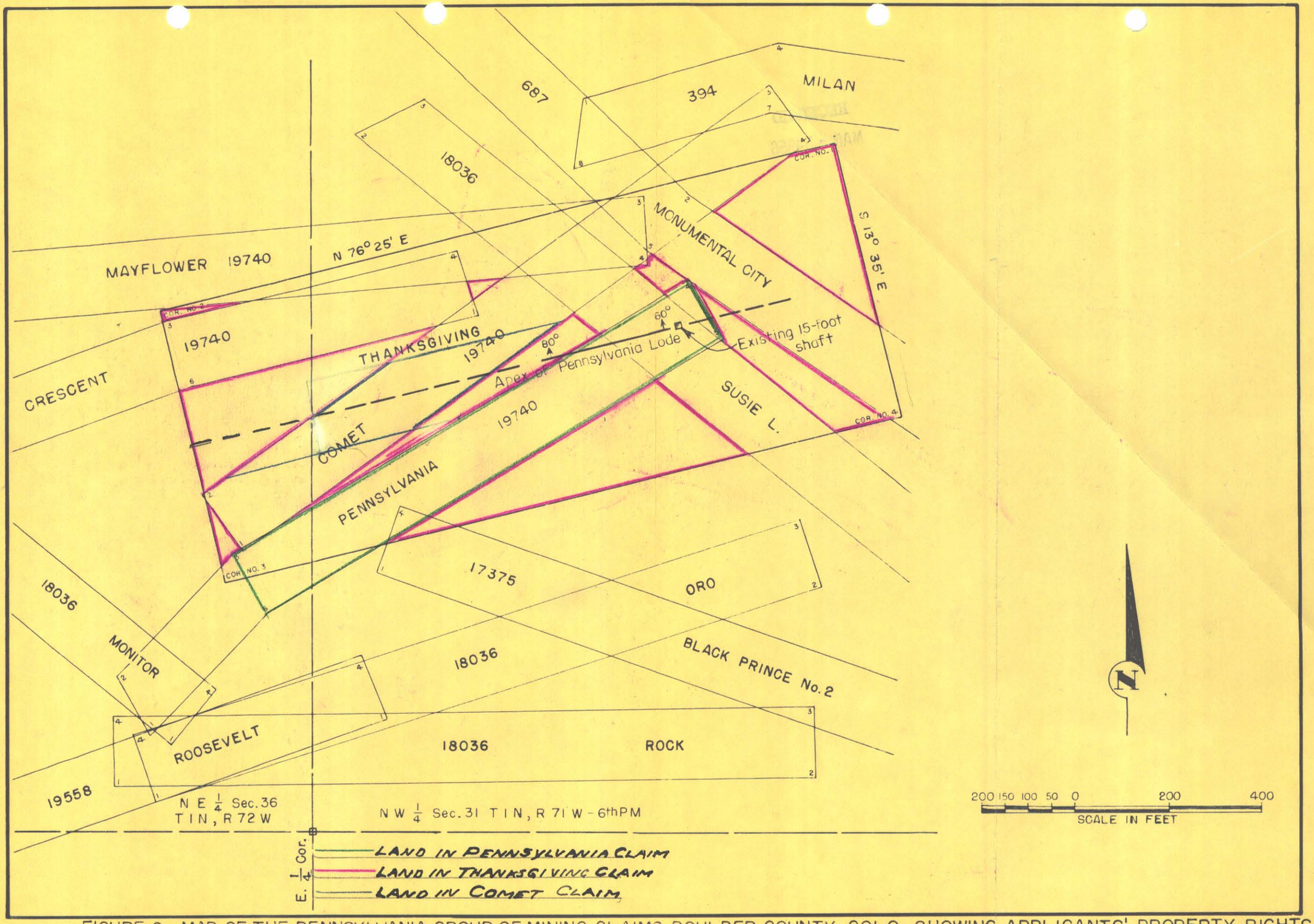

FIGURE 2 - MAP OF THE PENNSYLVANIA GROUP OF MINING CLAIMS, BOULDER COUNTY, COLO., SHOWING APPLICANTS' PROPERTY RIGHTS.
(ELMER HETZER ET AL. DMEA 3981)