FILE ITEM OR INFORMATION REQUESTED	FRC BOX NO.
3507	177

MAY 05 9 27 PM '70

DATE OF REQUEST

ACCESSION NO. 6/1/16

FOR RECORDS CENTER USE ONLY

LOCATION OF RECORD(S) TO BE SEARCHED

TO *(Mail in window envelope)*

General Services Administration
Federal Records Center NARS

(City) *(Zone)* *(State)*

NATURE OF SERVICE

☐ FURNISH COPY OF RECORD(S) ONLY ☐ PERMANENT WITHDRAWAL

☐ OTHER *(Specify)*

FOR RECORDS CENTER USE ONLY

☐ RECORDS NOT IN CENTER CUSTODY ☐ MISSING *(Neither record(s), information nor charge card found in container(s) specified)*

☐ RECORDS PREVIOUSLY CHARGED OUT TO *(Name, agency and date)*:

SERVICE	TOTAL	TIME REQUIRED	SEARCHER'S INITIALS
DOCUMENT	1	Jun 1970	
INFORMATION			
RESEARCH			

REMARKS

4 pages

FOR USE OF REQUESTER

NAME OF REQUESTER

TELEPHONE NO. 3348

NAME AND ADDRESS OF AGENCY *(Include bldg. and room No.)*

4450

RECEIPT OF RECORDS

REQUESTER PLEASE SIGN, DATE, AND RETURN THIS FORM, FOR FILE ITEM(S) LISTED ABOVE, ONLY IF THE BLOCK TO RIGHT HAS BEEN CHECKED BY THE RECORDS CENTER . . . ☐

SIGNATURE	DATE

OPTIONAL FORM NO. 11
JULY 1959
PRESCRIBED BY
GEN. SERVICES ADMIN.
FPMR (41 CFR) 101-11.4

☆ U. S. GOVERNMENT PRINTING OFFICE: 1969-354-166

REFERENCE REQUEST — FEDERAL RECORDS CENTERS

5011-103

July 15, 1965

Memorandum

To: The File

From: Assistant Chief, Office of Minerals Exploration

Subject: DMEA-3478 (Manganese)
Peterson, Lowe, Bush, and Campbell
Last Chance Mine
Lander County, Nevada
Contract Idm-2793

The MMX Form 63 sent registered mail to Mr. William E. Bush, one of the owners of the subject mine, was returned marked "Unclaimed." Mr. Bush signed the last MMX Form 63 on August 8, 1964. Until that time at least there had been no production from the property under the DMEA contract. A sample of a 40-ton stockpile of manganese concentrate assayed 32.6 percent Mn and 35.04percent SiO_2. It has no value. As the ten-year royalty period terminated April 28, 1965, the subject contract can be considered closed.

George C. Selfridge

George C. Selfridge

GCSelfridge/gla
cc to: Director's Reading File
Division File
Economic Geology File
OME File
OME Reading File
OME Region II
George C. Selfridge
C&A Division
120M

JUL 1 1 1962

Mr. William V. Bush
12942 Magnolia Drive
Garden Grove Boulevard and Magnolia
Garden Grove, California

Re: BMEA-3478 (Manganese)
Peterson, Lewis, Bush, and Campbell
Last Chance Mine
Lander County, Nevada
Contract Ldm-8793

Dear Mr. Bush:

The BMEA Form 63, "Request For Information on Certified Project and Project Under Royalty Agreement," which you so kindly completed and returned May 23, 1962, is marked to indicate that there has not been a change in ownership, lease, or substance since January 1, 1958, and also shows no record of any ore or concentrate stockpiled or awaiting sale.

We will appreciate any information you can give us concerning the report, in your letter of May 20, 1960, that the claims might be leased to the Nevada Ore Refining Company during 1960. If that lease went into effect, did it result in any production of manganese ore?

Also, it was reported in 1955 that about 40 tons of concentrates were stockpiled at your mill for shipment and that ore was being stockpiled at the mill for treatment. Please inform us what disposition, if any, has been made of that stockpiled concentrate and ore.

Sincerely yours,

W. R. Griswold

W. R. Griswold
Chief, Division of Minerals

SPHolt/gla
7-11-62
cc to: Director's Reading File
CA&A Division
Region II (2)
Docket
Code 500

STATUS OF PROJECT, SCOPE OF REVIEW
AND REASONS THEREFOR

This contract provides that the Operators, as principal if the producer or as surety if not the producer, shall pay to the Government a percentage royalty on all mineral production from the Last Chance Nos. 1 and 2 unpatented lode mining claims in the Reese River Mining District. At the time this contract was executed, a one-half undivided interest in the two claims was owned by three of the partners, Lowe, Bush, and Campbell. The other one-half undivided interest was held by Jack Stoner, Battle Mountain, Nevada, who executed an Owner's Consent to Lien on October 10, 1954. The claims had originally been staked in 1936 by Petersen and Stoner, but Petersen sold his half interest to Lowe, Bush, and Campbell in 1953.

The exploration work under the contract was completed in May 1956. Some ore produced during the exploratory trenching and test-pitting was stockpiled at the Operator's small mill at Warm Springs. About 40 tons of manganese concentrates produced from one of the trenches also was stockpiled at the mill.

The property remained inactive after completion of the exploration work. The Warm Springs mill was dismantled and moved during 1957.

As a result of court order in a divorce action Jack Stoner's one-half interest in the property was transferred to Maude Stoner on October 27, 1955. The files indicate that the claims may have been leased to the Nevada Ore Refining Co., Reno, Nevada, during 1960. However, one of the partners (Wm. W. Bush) in the Operator-Partnership advised in a May 25, 1962, reply to MMS Form 63 inquiry that neither production nor change in possessory status has occurred since January 1, 1958.

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 contain no evidence of sales of production from the property under the contract during the period covered by this review; and
(2) 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 royalty which might be disclosed.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

EXTRA COPY
O. M. E
RECEIVED JUN 15 1962

June 15, 1962

Memorandum

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

From: Acting Field Officer, OME, Region II

Subject: DMEA-3478 (Manganese)
Petersen, Lowe, Bush, and Campbell
Last Chance Mine
Lander County, Nevada
Contract Idm-E 793

Enclosed is the original of a Report of Royalty Review covering the subject contract. This office concurs in the facts as stated in the Report of Royalty Review.

PAUL V. FILLO

Paul V. Fillo

Enclosure

Copy to: Contract Administration & Audit Division, OME, Washington, ~~D. C.~~
Chief, Division of Field Operations, OME, Washington, D. C.

Memorandum

JUN 1 1 1962

To: Acting Field Officer, Region II

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

Subject: DMSA-3473 (Manganese)
Petersen, Lowe, Bush, and Campbell
Last Chance Mine
Lander County, Nevada
Contract [illegible]-3795

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, 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 6-11-62

cc:
Docket
Director's Reading File
CA & A Division
Mr. Rothrock

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

EXTRA COPY
O. M. E
RECEIVED
March 27, 1962

800

Memorandum

To: E. D. Talbert, Acting Chief, Contract Administration and Audit Division, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: DMEA-3478 (Manganese)
Petersen, Lowe, Bush, and Campbell
Last Chance Mine
Contract Idm-E793

In reference to your memorandum of March 16, 1962, our files show no further information or replies pertaining to the subject contract.

PAUL V. FILLO

Paul V. Fillo

MAR 16 1962

Memorandum

To: Acting Field Officer, Region II

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

Subject: DMEA-347B (Manganese)
Petersen, Lowe, Bush, and Campbell
Last Chance Mine
Contract Idm-F795

The last examination of the property under the subject contract is indicated by the Washington office files as having been made on December 31, 1957, when it was found that no work had been performed since completion of the contract work in May 1956 and that the Operator's Warm Springs mill had been removed. Do the regional files disclose later examinations or inquiries?

An interim report by Henry W. Jones on October 27, 1955, states that 40 tons of consentrates were stockpiled at the mill for shipment and ore was being stockpiled at the mill to ensure operations. This and subsequent reports indicate that ores were produced from trench no. 4 and possibly trenches nos. 3 and 6. Do your records indicate the ultimate quantities with grades of the ores and concentrates stockpiled, or their disposition.

In a May 25, 1960, letter to William V. Bush, Mr. Gentry requested information relative to a lease of the property to the Nevada Ore Refining Company. The Washington files contain no copy of either a reply or a follow-up. If your files show further correspondence, please furnish copies.

Your cooperation in the above matters will be sincerely appreciated.

EDTalbert/cac
March 16, 1962

cc: Director's reading file
CA& Audit Division

Bill Bush Realtor . . REAL ESTATE

HOMES • LOTS • INCOME PROPERTY • RESORTS

Office JEfferson 7-3488
Home LEhigh 9-9847

12942 Magnolia Avenue
GARDEN GROVE BLVD. & MAGNOLIA
Garden Grove, California

May 20,1960

Bureau of Mines
San Fransisco, Calif.

Gentlemen;

In 1956 the Bureau of Mines put a D. M. E. A. loan on a Manganese property known as the Last Chance Mine(or possibly Indian Springs) located approx. 35 miles North West of Austin, Nevada.

The owners involved were Bill Peterson, William Bush, Bill Campbell, and Allen Lowe. The latter three are still the owners.

I, being one of the owners, would like a copy of the report as it may be possible for a Government to recover some of the money spent if we can make a lease with the Nevada Ore Refining Co. in Reno, who have recently leased their property.

I realize that the report cannot be given out to anyone, however it seems reasonable that if it helps the Government recover the investment in the property that it should be available to me as owner of the property, at least as to % of enrichment of the deposit and extent of the reserve. I am completely familiar with the location of the sample areas as I spent 2 years on the property. The exploration was done in two stages over a period of two years.

Any assistance you can give me will be of benefit to both of us.

yours very truly

William V. Bush

re: DMEA 3478
Idaho 743

Rec'd. [illegible] 1960.

EXTRA COPY
O. M. E
RECEIVED MAY 25 1960
DATE | INITIALS

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files and records of the OME Field Team, Region II, pertaining to Contract No. Idm-E793, Docket No. DMEA-3478 (Manganese), dated April 28, 1955, including Amendment No. 1, with

Peterson, Lowe, Bush and Campbell
Austin, Nevada

for the purpose of determining the amount of royalties due the U. S. Government on sales of Manganese ore from property known as the Last Chance Mine, located in Lander County, Nevada, during the period April 28, 1955 to December 31, 1958.

A certification of discovery or development was issued on November 23, 1956 and accordingly royalty is payable on all production from the land described in Article 2 and Annex I of the contract, for a maximum period of 10 years from date of contract. A Report of Review dated June 11, 1956, indicated acceptable costs under the exploration contract amounted to $6,648.00 with the Government's contribution on a 75 percent basis being $4,986.00.

No royalties have been paid to date in connection with this contract.

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

(a) According to the Field Team's Semi-Annual Report of Certified Projects for the period July 1, 1958 to December 31, 1958, there was no production during the period covered by this review.

(b) 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 royalty which might be disclosed.

May 22, 1959

George Mavor
George Mavor, OME Auditor

MAY 26 1959

Memorandum

To: Mr. George Mayor, OME Auditor

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

Subject: Docket No. DMEA-3478 (Manganese)
Peterson, Lowe, Bush and Campbell
Contract No. Idm-E793

Your Report of Royalty Review on the above-cited contract is acceptable and normal distribution is authorized.

AMAlley/ama
May 26, 1959

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

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

William L. Peterson, R. A. Lowe, William V. Bush,
and William H. Campbell, partners,
Austin, Nevada

pertaining to Exploration Project Contract No. Idm-8793, Docket No. DMEA-3478, including Amendment No. 1, for the month of September 1955 and the month of May 1956, covering a project for the exploration of Manganese, on property, known as the Last Chance Mine, located in Lander County, Nevada.

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 Executive Officer in charge of the project, 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 of units of 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		$6,700.00
Exceptions (schedule attached):		
By DMEA Finance Officer	$ -0-	
Herewith	52.00	52.00
Total Accepted Cost		$6,648.00

The contract calls for a 75% participation of exploration expenses by the United States Government. Therefore, payment to the contractor by the Government in the amount of Four Thousand Nine Hundred Eighty Six and 00/100 Dollars:

** $4,986.00 **

is considered valid and proper, provided 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.

George Mayer
George Mayer
Auditor

June 11, 1956

RECEIVED
JUN 15 1956

SCHEDULE OF EXCEPTIONS

Petersen, Love, Bush and Campbell | BMEA-3478 | Idm-3793

Amount claimed by Operator MF-104 May 1956	
Assaying, 25 samples at $4.00 each	$100.00
Less: Actual samples assayed as per Nevada Mineral Laboratories Assay Certificate dated 11-10-55 12 samples at $4.00 each	48.00
Amount of Exception	$ 52.00

Note: When operator submitted the first MF-104 for September 1955, the sum of $100.00 for assaying was included. As the assay work had not been performed, a request was made to submit a revised MF-104 for September 1955, excluding the cost of $100.00 for assaying. The operator submitted the revised MF-104 which was paid, however when submitting the MF-104 for May 1956, the operator included in error, under "Totals Previously Reported" the assay cost of $100.00. The correct amount was 12 samples at $4.00 each or an allowable cost of $48.00 as per Henry A. Jones, Examining Engineer and E. Richer, Executive Officer, Region II.

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

JUN 15 1956

Mr. George Mayer
DMEA Auditor
420 Custom House
555 Battery Street
San Francisco 11, California

Re: Report of Review
Patterson, Lane, Bush,
and Campbell
Idm-2793, DMEA-3478

and

Royalty Report
L. A. Smith & B. C. Austin
Idm-2826, DMEA-3724

Dear Mr. Mayer:

Receipt is acknowledged of your Report of Review covering Contract No. Idm-2793, and your First Royalty Audit Report for Contract No. Idm-2826.

Both the Report of Review and Royalty Audit Report are acceptable and normal distribution may be effected.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Chief
Contract Administration
and Audit Division

WBorovies/wb
June 15, 1956

Copy to: Docket (2)
Admr. Reading File
Mr. Chambers

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

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED JUL 23 1956 JUN - 1 1956

(FINAL)

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of May, 1956 Docket No. DMEA 3478 Contract No. Idn - E793
Operator's Name Peterson, Lowe, Bush, Campbell Minerals Manganese
Address Austin, Nevada
Contract Amount, $10,155.00 Government Participation: 75 % Amount, $ 7,616.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing Trenching		5250.00	5250.00		5250.00	5250.00
Crosscutting						
Drifting						
Excavate Pits	1350.00	0	1350.00	1350.00		1350.00
(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		100.00	100.00	48.00	-0-	48.00
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	1350.00	5350.00	6,700.00	1398.00	5250.00	6648.00

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

Date May 28, 1956 *Payee Peterson, Lowe, Bush, Campbell
Last Chance Mine
Per W. S. Peterson 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:

$ 1048 50

Signature
(Authorized Certifying Officer)

Date JUN Vou. No. SF-DMEA-36

(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. Idm - 5793 in accordance with the terms of the contract.

Signature Henry W. Jones Title Mining Engineer Date 5/29/56

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Henry W. Jones

Signature S. Ricker Title Executive Officer DMEA Field Team Region II Date 5/29/56

S. Ricker

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
JUL 23 1956

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of May 1956 Docket No. DMEA 3478 Contract No. Idm- E793
Operator's Name Petersen, Lowe, Bush, Campbell Minerals Manganese
Address Austin, Nevada

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								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching Bulldozer	cu.ft.	0	0	5,250.00	15,000		15,000	.35¢ cu.ft.
Test Pits	ft.	1,350.00	30	1,350.00	30		105	45.00
Roads and Trails								
Sampling	Sample	~~0~~ 48.00	0 12	~~100.00~~ 48.00	~~25~~ 12		45	4.00
TOTAL DISTRIBUTED COSTS								TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		~~1,350.00~~ $1398.00		~~6,700.00~~ $6648.00				10,155.00

The undersigned company, and the [illegible] signing 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:

Date May 28, 1956 Operator Petersen, Lowe, Bush, Campbell
Last Chance Mine
Per W. F. Petersen 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)

Henry W. Jones

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

May 28, 1956

RECEIVED
JUL 23 1956

Mr. S. Ricker
Executive Officer
DMEA Field Team
US Bureau of Mines
Reno, Nevada

Re. Last Chance Mine (Manganese)
Lander County, Nevada
DMEA - 3478
Contract Idn - E793

Dear Sir:

Due to unfavorable winter conditions, the second stage of the contract on the Last Chance Mine was not started until May 1, 1956.

Locations for the test pits were selected by the Bureau of Mines Field Team. A pit was sunk on the No. 6 trench to a depth of seven feet where it appeared that the ore ended. We then moved to No. 3 trench where we sunk in ore of very good quality to a depth of 23 feet, with ore still continuing downward.

A total of 30 feet of test pit footage was used with the unused part of the No. 6 pit being applied onto sinking in the No. 3 pit.

Very Truly Yours
W. H. Petersen
Bill Petersen
Goldfield, Nevada

COPY

xxxxxxxxxx

RENO, NEVADA

ASSAY CERTIFICATE

Bill Peterson 11/10/55

	SAMPLES AND FIND				
	VALUE Gold	Silver Ounces per Ton	LEAD Per Cent Wet		
Death Valley Copper	trace	none	none		

Cut	Sample	Manganese
1	3	17.81
2	2	4.67
2	3	17.52
3	2	21.31
3	3	15.77
3	3	27.15
1	1	30.95
2	1	16.35
4	1	27.74
4	2	28.61
6	1	50.81
6	2	17.52

/s/ J. Benj. Parker

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 September, 195 5 Docket No. DMEA 3478 RECEIVED Contract No. Idm-2793

Operator's Name Peterson, Lowe, Bush and Campbell OCT 10 1955 Minerals Manganese

Address Austin, Nevada

Contract Amount, $ 10,155.00 Government Participation: 75 % Amount, $ 7,616.25

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	5,250.00	-	5,250.00			
Crosscutting						
Drifting						
(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	5,250.00	-	5,250.00			

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

Date 10/4/55 *Payee Peterson, Lowe, Bush & Campbell

Per W. L. Peterson Title Gen. Mgr.

W. L. Peterson

*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:

$ 3937.50

Signature _____ (Authorized Certifying Officer)

Date OCT 6 1955 Vou. No. SF-DMEA-15

(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. 10m-8793 in accordance with the terms of the contract.

Signature Henry W. Jones Title Mining Engineer Date 10/4/55

Henry W. Jones

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Executive Officer
DMEA Field Team

Signature S. Ricker Title Region II Date 10/4/55

S. Ricker

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
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

ACCOUNTS OCT - 5 1955

DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED
OCT 10 1955

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of September 1955 Docket No. DMEA - 3478 Contract No. Idm-E793
Operator's Name Petersen, Lowe, Bush, & Campbell Minerals Manganese
Address Austin, Nevada

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								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching (Bulldozer)	cu. ft.	5,250	15,000	5,250.00	15,000		15,000	0.35
Test Pits								
Roads and Trails								
Assaying							25	4.00
TOTAL DISTRIBUTED COSTS								TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS								5,350.00

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 10/4/55 Operator Petersen, Lowe, Bush, & Campbell

Per W. L. Petersen Title Gen. Mgr.

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.

REMARKS:

(Instructions on reverse)

(For Government use only)

Henry W. Jones

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 83-38475

OPERATOR'S NARRATIVE REPORT

RECEIVED
OCT 10 1955

Work under terms of the contract was started on July 1, 1955. At this time one miner was employed drilling 4.0 foot holes on 2.5 foot intervals along trench sites as laid out by Bureau of Mines personnel. This work was done in conjunction with a preliminary project of stripping to allow solid formation on which to drill.

All trench sites were blasted and the loose material was removed by means of a T.D.-9 International caterpillar tractor to a 4.0 foot specified depth by October 1, 1955. A total, slightly in excess of 15,000 cubic feet of overburden, was removed. Excellent manganese showings were indicated in trenches 3, 4, 6 and 7 with the major showing in 3 and 4.

The deposit near the fault zone shows fair continuation with increasing grade of manganese at depth.

It is believed that the second stage of the exploration contract should consist of a vertical shaft near the fault zone of trench No. 3 and a second incline shaft on the strike of the mineral on trench No. 6.

W. L. Petersen

W. L. Petersen

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

400

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

To: Peterson, Lowe, Bush and Campbell
Austin, Nevada

Pursuant to the provisions of Exploration Project Contract No. 14n-4793, executed April 28, 1955, (Docket No. DMEA 3478), as amended, hereinafter called the "Contract", between William L. Peterson, R. A. Lowe, William V. Bush and William H. Campbell, partners, and the United States of America, hereinafter called the "Government"; to establish and fix the Government's percentage royalty 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:

Trenching and test-pitting on the Last Chance claims have indicated a substantial quantity of manganese oxides, occurring in layers and pods that generally follow the bedding planes of shale which lies between beds of chert.

THE UNITED STATES OF AMERICA

By C. J. Mitkevicz
Administrator, Defense Minerals
Exploration Administration

Dated: November 23, 1956

S.Pfab:fpc 11/25/56
cc to: Docket
Code 400
Code 110 (2)
Code 600
Oper. Comm.
Admr. R. File
Gilbert DeRuff, USBM
Thor H. Kiilsgaard, USGS
F. D. Lamb, USBM
FT. REG. II (2)

cc to: Finance Officer
Peterson, Lowe, Bush & Campbell
Jack Shearer, Battle Mt., Nev.
Clarence A. Fredell, GSA

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

NOV 23 1956

Peterson, Lane, Bank and Campbell
Austin, Nevada

Re: Docket No. DMEA 3178 - Manganese
Last Chance Mine
Lander County, Nevada
Contract No. 14m-5793

Gentlemen:

Transmitted herewith is a certification of discovery or development issued under the subject contract, which was executed April 28, 1955.

By the terms of the Exploration Project Contract, as amended, and of the certification, all production from the lands described in the referenced contract from the date of the Exploration Project Contract is subject to the Government's percentage royalty as set forth in the contract until the sum of $4,[illegible].00 is paid or until April 28, 1965, whichever occurs first.

Payments should be made to Mr. Spangler Richer, Executive Officer, DMEA Field Term, Region II, 1605 Evans Avenue, Reno, Nevada. 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 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 charge certified to be correct by the purchaser.

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

Sincerely yours,

C. D. Mittenderf

Administrator

Enclosure

SPRKIE:fbc 11/26/56
cc to: Docket
Code 400
Code 500
Adm. Read. File

cc to: Oper. Comm.
Ft. Hdl. II
Messrs. Gilbert DeMott, USBM
Thor H. Hillegard, USGS
Frank D. Lang, Jr., 3600, BM

NOV 23 1956

Mr. Jack Stoner
Battle Mountain, Nevada

Re: Docket No. DMA 3478 - Manganese
Peterson, Love, Bush and Campbell
East Chance Mine
Lander County, Nevada
Contract No. 16m-8773

Dear Mr. Stoner:

Transmitted herewith for your information is a copy of the certification of discovery or development issued as a result of the exploration program under the above-referenced contract. The property as set forth in the contract was referred to in a certain Affidavit executed August 19, 1954, by Jack Stoner. The same property was also referred to in an Owner's Consent to Lien executed October 18, 1954, by Jack Stoner.

Also enclosed is copy of a letter to Peterson, Love, Bush and Campbell.

Sincerely yours,

C. B. Mason

Administrator

Enclosures

SPHolt:am 11-15-56
cc to: Docket
Code 400
Code 800
Admin. Mand. File
Oper. Comm.
FT. REG. II
F. D. Lamb, USBM
T. H. Killegaard, USGS
G. L. DeRuff, Jr. USBM

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

400

NOV 23 1956

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

Re: Docket No. DMEA 3478 - Manganese
Peterson, Lewis, Bush and Campbell
Last Chance Mine
Lander County, Nevada
Contract No. Idm-3793

Dear Mr. Fredell:

Enclosed is a copy of a certification of discovery or development issued under the subject contract.

Contract No. Idm-3793 for the exploration of the Last Chance Mine manganese deposits was executed April 28, 1955. Expenditures up to $10,155.00 were authorized by the contract, of which the Government's share at 75 percent was $7,616.25. The cost of the work completed was $6,648.00, of which the Government's share was $4,986.00.

The object of the exploration program was to test the possible manganese occurrences along a shale bed between beds of chert. The program employed bulldozer trenching and test-pitting within the shale bed to explore the mineralized zone.

The contract allowed $10,155.00 to excavate 15,000 cubic feet in seven trenches, and to excavate 105 lineal feet of test pits.

Work completed comprised 15,000 feet of excavation in seven trenches and 30 lineal feet of test pits.

Manganese ore discovered by project work was estimated by the Field Team as approximately 20,000 tons of inferred marginal ore. The weighted average assay of material in the center of the block estimated as inferred ore was 21.5 percent Mn and 46.6 percent Fe2O3 over a width of 20 feet.

Sincerely yours,

E. O. Hilleshorst

Administrator

Enclosure

cc to: Admr. R. Fila
Oper. Comm.
Ft. Hsg. II
Messrs. Gilbert Dalhaff, USBM
T. H. Kilgoard, U-OS
F. D. Lewis, USBM

SPMOLE:FOC 11/15/56
cc to: Docket, Code 400
Code 110
Code 800

Mr. Spangler Sicker
Executive Officer
DMEA Field Team, Region II
1605 Evans Avenue
Reno, Nevada

Re: Docket No. DMEA 3478 - Manganese
Petersen, Lowe, Bush and Campbell
East Chance Mine
Lander County, Nevada
Contract No. Idm-3793

Dear Mr. Sicker:

Enclosed are copies of a certification of discovery or development for the above-referenced property, and of related correspondence.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

APPROVED:

Frank D. Lamb

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

Enclosures

SPHolt:am 11-15-56
cc to: Docket
Code 400
Code 800
Admin. Read. File
Oper. Comm.
F. D. Lamb, USBM
G. L. DeRuff, Jr. USBM
T. H. Kiilsgaard, USGS
FT. REG. II

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

140

FEB 1 1957

Mrs. Maude Stoner
Battle Mountain,
Nevada

Re: Docket No. DMEA-3478 (Manganese)
Petersen, Lowe, Bush, and Campbell
Last Chance Mine
Lander County, Nevada
Contract No. Idm-E793

Dear Mrs. Stoner:

We have been informed that on October 27, 1955, a decree was entered in the case of Maude Stoner versus Jack Stoner (No. 2854, in the Third Judicial District Court, Lander County, Nevada), transferring to you Mr. Jack Stoner's undivided one-half interest in two mining claims situated at Indian Springs in Lander County, Nevada, known as Last Chance No. 1 (book No. J, page No. 279) and Last Chance No. 2 (book No. J, page No. 280).

This property is subject to a Consent to Lien signed by Mr. Jack Stoner on October 10, 1954, in favor of the Defense Minerals Exploration Administration. Transmitted herewith for your information are the following documents which pertain to the afore-mentioned two claims: (1) a copy of a Certification of Discovery or Development issued as a result of the exploration program under Contract No. Idm-E793 (Docket No. DMEA-3478); (2) a copy of a letter to Petersen, Lowe, Bush, and Campbell of Austin, Nevada; and (3) a copy of the Consent to Lien form (MP-203, Revised July 1, 1954). Your attention is called to paragraph 3 of the Consent to Lien form which provides that the landowner ". . . shall commit no act . . . that may contravene or conflict with the lien, claim, or rights of the Government . . ." and that the Consent to Lien is binding upon the "successors and assigns . . ." of the landowner.

Sincerely yours,

C. O. Mitchell
Administrator

PIndritz:ar 1-30-57
Copy to: DMEA docket
Adm. R. File
Oper. Comm.
W. S. Martin
Field Team, Reg. II (2)
J. L. Chambers

Enclosures

G. DeHuff, USBM
T. H. Killsgaard, USGS
R. P. Dwyer

P. Indritz Chron Pending

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

DEC 2 3 1956

George C. Holden, Esq.
District Attorney
Lander County, Nevada
Battle Mountain, Nevada

Re: Docket No. DMEA-3474 (Manganese)
Peterson, Lewis, Buck, and Campbell
Last Chance Mine
Lander County, Nevada
Contract No. ide-8799

Dear Mr. Holden:

Thank you for your letter of December 6, 1956, in behalf of Mr. Jack Steiner. However, we are not clear as to the meaning of it.

The Government entered into an exploration project contract April 28, 1955, based in part upon the representation of Mr. Steiner that he owned an undivided one-half interest in the land that was the subject of the project. The Government also relied upon the indicement of the Consent to Lien executed by Mr. Steiner to secure any royalty that might be due the Government.

The nature of the proceeding from which you have given us an "excerpt from the Court Minutes of October 27, 1955," is not disclosed. We do not know, therefore, whether Mr. Steiner never had any interest in the land in question, or whether he did have an interest which was in some manner transferred by court order to Hands Steiner. In the latter case we are not clear that such a transfer is free of the Government's lien for royalty. It would appear from the language of the minutes that our latter supposition is the correct one.

We should point out that paragraph 3 of the form of Consent to Lien involved provides that the landowner "... shall commit no act ... that may controvert or conflict with the lien ... of the Government ..." The lien is expressly made binding upon the "heirs, executors, administrators, successors, and assigns ..." of the landowner. A copy of the Consent-to-Lien form is enclosed.

Therefore, an elaboration of the information given in your letter of December 6, 1956, would be appreciated.

Sincerely yours,

G. O. Wittendorf

Administrator

HCRubin/cmd 12/19/57
Copy to: DMEA Docket
Adm. R. File
Oper. Coun.
Geologists
Field Team, Eng. 11 (2)
J.L. Chambers

C. DeRuff, USGS T.H.Killingsord, BDCE H.C.Rubin H.F.Boyer

Government's Copy

AMENDMENT NO. 1
to
EXPLORATION PROJECT CONTRACT Idm-E793
Dated April 28, 1955
DOCKET NO. DMEA-3478
between
THE UNITED STATES OF AMERICA
and
PETERSON, LOWE, BUSH & CAMPBELL

It is agreed this 27th day of January, 1956 that the Contract is amended as follows:

(1) Work under this Contract shall be suspended during the period beginning October 20, 1955, and ending not later than April 30, 1956.

(2) The Government shall not contribute to any costs incurred by the Operator during the period of suspension or to any costs of rehabilitation or repair which, in its opinion, would not have occurred if there had been no suspension of the work.

(3) The Operator, at its own cost and expense, without contribution by the Government, during the period of suspension shall preserve and protect the project work.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate amount which the Government may be required to contribute, nor the fixed unit cost of any item of work.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By O. O. Mitchenor
Administrator, Defense Mineral
Exploration Administration

William V. Bush (Partner)
T. Lowe (Partner)
W. L. Peterson (Partner)
William H. Campbell (Partner)

Contra[illegible] No. Idm-E 293

Docket No. 3478

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
April 28, 1955	II	Nevada	Manganese

Name and Address of Operator: William L. Petersen, et al
Austin, Nevada

	Reserve	Obligation
Prior Amount	0	$7,616.25
Increase	0	0
Decrease	0	$2,630.25
Revised Amount	0	$4,986.00

Remarks:

Robert B. Adams, Chief
Operations Control and
Statistics Division
(Name)
(Title)

Date Delivered to Bureau of Mines, Washington 6/21/56

98963

Docket No. ~~DMEA - 3478~~

Commodity ~~Manganese~~

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 ~~793~~

Date of Contract or Amendment: ~~xxxxxxxxxxxxx~~ April 28, 1955

Name and Address of Operator:

William L. Petersen, et al.
Austin, Nevada

Amount of Government participation ____ $ 7,616.25

Percent of Government participation ~~75~~ %

Region: 11 State: Nevada

(Name)

J. L. Chambers
Chief, Contract Administration and Audit Division

(Title)

Date Delivered to Bureau of Mines, Washington. 4/28/55

54458

Government's copy

MF-200A
(Revised June 1954)

Docket No. DMEA-3478

Commodity Manganese

Contract No. Idm-E 793

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

It is agreed this 28th day of April, 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] William L. Petersen, R. A. Lowe, William V. Bush, and William H. Campbell, partners,

whose mailing address is Austin, Nevada,

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

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 Nevada, County of Lander, and is described in Annex I.[3]

(b) The Operator represents and undertakes that:

(1) The Operator is the [4] see Annex I of [5] See Annex I in the land, in possession and entitled to possession for all of the purposes of this contract, under and by virtue of a [6] See Annex I, [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: See Annex I

(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: Owner's 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 Manganese. The work to be performed is described in Exhibit "A." The Operator on or before July 1, 1955 shall commence the work, and on or before July 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 $10,155.00. The Government will contribute 75 percent of the fixed unit costs as work is performed, in a total sum not in excess of $7,616.25: *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.

Petersen, Lowe, Bush, and Campbell
(Operator)

By Wm. V. Bush (Partner)

By R. C. Lowe (Partner)

By William V. Campbell (Partner)

By W. L. Petersen (Partner)

THE UNITED STATES OF AMERICA

By O. Meitzendorf
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

EXPLORATION PROJECT CONTRACT
PETERSEN, LOWE, BUSH, and CAMPBELL
DOCKET NO. DMEA-3478

ANNEX I

The land referred to in Article 2 of the contract form is described as follows:

Two unpatented lode mining claims located in the Reese River Mining District, Lander County, Nevada, on the east flank of the Desatoya Mountains and about 36 miles northwesterly from the County Seat at Austin. The location notices are recorded in the Court House, as follows:

Claim Name	Book No.	Page No.
Last Chance No. 1	J	279
Last Chance No. 2	J	280

An undivided one-half interest in the land is owned by the Operator, and the remaining interest is owned by Mr. Jack Stoner, Battle Mountain, Nevada, whose "Owner's Consent to Lien" is attached to the contract.

EXPLORATION PROJECT CONTRACT
PETERSEN, LOWE, BUSH, and CAMPBELL
DOCKET NO. DMEA-3478

EXHIBIT "A"

Description of the Work

The work is divided into two successive stages, as follows:

Stage I

Drill, blast and bulldoze seven trenches, approximately in the locations and in the lengths indicated on the accompanying map, Figure 2, entitled "Sketch Map of the Last Chance Workings . . .," attached hereto and made a part hereof. Each trench shall be approximately 10 feet wide, 4 feet deep, and 50 feet long, with a total length of approximately 350 feet. The total excavation shall not exceed 15,000 cubic feet, including entry in and out of trenches.

All trenches shall be sampled where warranted by mineralization and assayed for manganese and silica.

Stage II

If, in the opinion of the Government, the results of Stage I warrant further work, Stage II shall be performed.

In each trench disclosing sufficient mineralization to warrant it, and as approved by the Government, sink a test pit to an approximate depth of 15 feet. These pits shall be not less than 3 feet by 5 feet in rock section, and the total length of all pits shall not exceed 105 feet.

The pits shall be sampled at 5-foot intervals and assayed for manganese and silica.

Fixed Unit Costs

Stage I

15,000 cubic feet of excavation @ $0.35/cu.ft.	$ 5,250.00	
Assaying, 25 samples @ $4.00/ea.	100.00	
Estimated Total Cost of Stage I		$ 5,350.00

Stage II

105 feet of pits @ $45.00/ft.	$ 4,725.00	
Assaying, 20 samples @ $4.00/ea.	80.00	
Estimated Total Cost of Stage II		$ 4,805.00
Estimated Total Cost of Project		$10,155.00
Government Participation @ 75%		$ 7,616.25

DMEA #3478

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 18 1955

MF-203
(Revised July 1, 1954)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Nevada, County of Lander, described as follows:1/

Lode Claims recorded June 17, 1938, Book J, Pages 279 to 280 Records of Lander County Nevada, Reece River Mining District, known as Last Chance No. 1 and No. 2.

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ William L. Petersen, R. A. Lowe, William V. Bush and William H. Campbell, all of Austin, Nevada.

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract or any amendment thereof shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract or any amendment thereof there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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/ Insert the name of the Operator as it will appear in the exploration project contract.

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

(OVER)

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

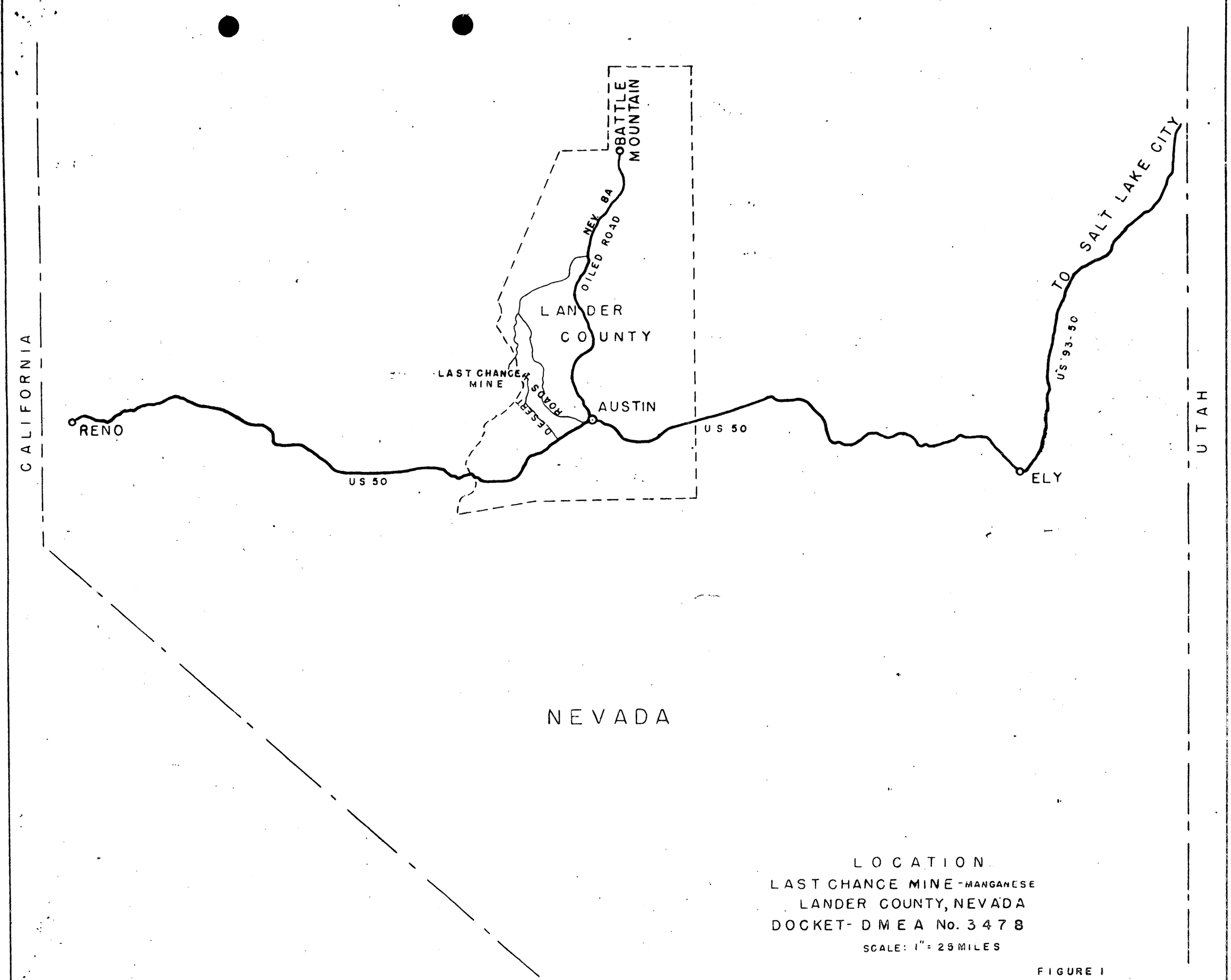
4. Changes and added provisions none

Dated this 10th day of October, 1954.

(X) Jack Stoner [Seal]
Jack Stoner

[Seal]

[Seal]

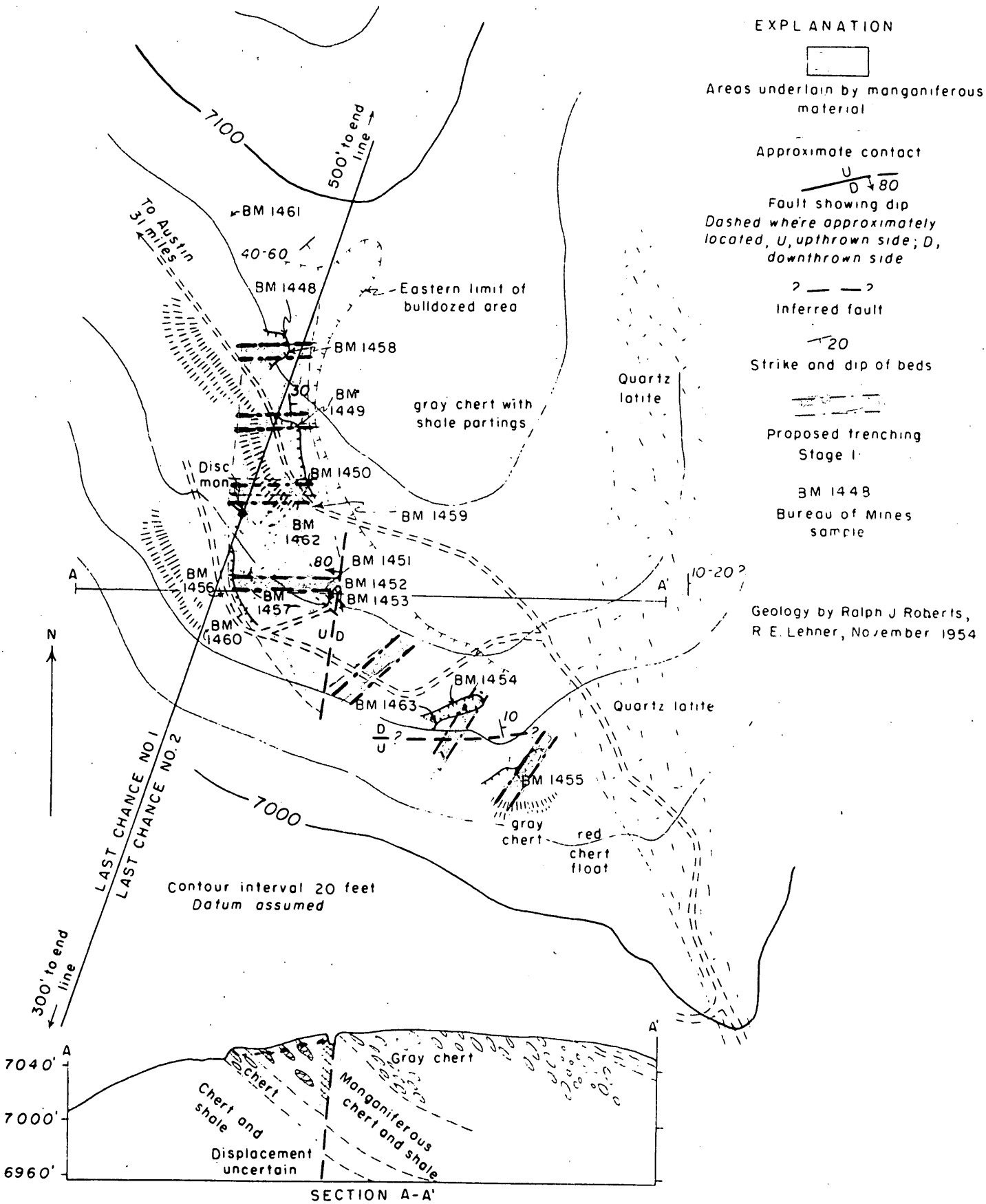


LOCATION
LAST CHANCE MINE - MANGANESE
LANDER COUNTY, NEVADA
DOCKET- DMEA No. 3478
SCALE: 1" = 25 MILES

FIGURE 1

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

DMEA 3478
(MANGANESE)



SKETCH MAP OF THE LAST CHANCE WORKINGS, NEW PASS RANGE, NEVADA

FIGU