DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMEA ~~DMA~~ Docket No. 2456

DO NOT DETACH THIS SLIP

Action on this document is recorded and controlled in Reports and Records Branch. Any movement of this document between divisions or offices of DMA or movement outside DMA must be reported to the Reports and Records Branch. Actions taken that affect status of the case must also be reported.

This document has been recorded as

EXPLORATION PROJECT

Any action taken to change the type of request for assistance must be promptly reported to the Reports and Records Branch. Use DMA Form 2 for submitting these reports.

Routing Slip

Copies to USBM, USGS, & Region III.

To: Code 400, Rm. 3538 Date 3-31-52

To: Oper Com. Date 3- -53

To: _____ Date _____

To: _____ Date _____

To: _____ Date _____

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To: _____ Date _____

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To: _____ Date _____

To: _____ Date _____

DO NOT DETACH

CONTROLLED DOCUMENT

DEC 3 1952

Mr. [illegible] J. Jessen, President
Strawberry Tungsten Mines, Inc.
1730 Terrace Avenue
Fresno 2, California

Re: Docket No. 2456 - Tungsten
[illegible] McGuire
Strawberry Tungsten Mine
Madera County, California

Dear Mr. Jessen:

The referenced application is being transferred to our inactive files without prejudice and the docket closed for the following reasons:

1. A change in the control of the property.

2. Prolonged delay in submission of pertinent data.

3. Necessity for submission of revised application.

The data contained in the subject docket will be available if a revised application is submitted.

For your convenience in submitting an application, we have enclosed copies of form MT-103, Application for Aid in an Exploration Project, Pursuant to DMEA Order 1, under the Defense Production Act of 1950, as amended, and two sets of form MT-203, Owner's Consent to Lien. Please return four copies of the former and six copies each of the latter.

Sincerely yours,

SIGNED

Acting Administrator

Enclosures

cc: Admn. Pending File
Docket
F. W. Gaehan, USBM
R. F. Lemmon, USGS
Field Team Reg. III
G. H. Selfridge
F. A. Rutledge

FARutledge:lm
12/3/52

G. C. Selfridge

DEC 3 1952

Mr. A. R. McGuire
Strawberry Tungsten Mine
1739 Terrace Avenue
Fresno 3, California

Re: Docket No. 2456 - Tungsten
A. R. McGuire
Strawberry Tungsten Mine
Madera County, California

Dear Mr. McGuire:

Reference is made to the subject application for exploration which was received March 31, 1952. On May 1, 1952, after a review of the information submitted, we requested additional data which were needed before the application could be processed.

This information was not received and on July 9, 1952, we inquired if you were still interested in exploration assistance and when the information could be expected. On July 21, we received a letter from David B. Baker dated July 15, 1952, in which he stated that the formation of the new corporation was taking longer than expected, but that a revised application containing the information requested probably would be submitted within a week or ten days.

However, on October 1, 1952, when neither the revised application nor the requested information had been received, we sent you a letter containing the following: "If we have not received further word from you concerning your intentions by November 1, 1952, we shall assume that you do not intend to proceed with the application, and we shall remove it from our active files and consider the matter closed."

On October 28, 1952, we received your telegram of October 27, 1952, in which you advised that a new corporation had been formed, one of the subordination agreements had been secured, it was expected the other subordination agreement would be secured within a week, and we were requested to keep the application open until we heard from the officers of the new corporation.

To date, we have not received any communication from the new corporation. Because (1) a revised application is needed which will be

submitted by the new corporation, (2) of the change in ownership, and (3) of the long delay in submission of pertinent data, we are transferring the subject application to the inactive file.

Mr. A. J. Jensen, President, Strawberry Tungsten Mines, Inc., is being advised of this action and informed that the data contained in the original file will be available when a new application is submitted.

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Administrator

FAKutledge:lm
12/3/52

cc: Admn. Reading File
Docket
R. W. Geehan, USBM
D. M. Lemmon, USGS
Field Team Reg. III
C. C. Selfridge
F. A. Kutledge

OCT 1 1952

Mr. A. R. McGuire
Strawberry Tungsten Mine
1739 Terrace Avenue
Fresno 3, California

Re: Docket No. DMEA 2456 - Tungsten
Strawberry Tungsten Mine
Madera County, California

Dear Mr. McGuire:

We have your letter of July 15, 1952, at hand advising us that you intended to proceed with your application, but it was being held up due to some local complications.

You also advised us in the above letter that you would send us a revised application along the lines suggested in our letter of May 1, 1952.

If we have not received further word from you concerning your intentions by November 1, 1952, we shall assume that you do not intend to proceed with the application, and we shall remove it from our active files and consider the matter closed.

Sincerely yours,

George C. Selfridge

G. C. Selfridge, Chief
Iron and Ferro-Alloy Division

T.L.Chapman'lm
10/1/52

cc: Admn. Reading File
Docket
R. W. Geehan, USBM
D. M. Lemmon, USGS
Field Team Reg. III
G. C. Selfridge
T. L. Chapman

EXPLORATION

Mr. A. R. McGuire
Strawberry Tungsten Mine
1739 Terrace Avenue
Fresno 3, California

Re: Docket No. DMRA 2456 -
Tungsten
Strawberry Tungsten Mine
Madera County, California

Dear Mr. McGuire:

More than two months have passed since writing you requesting additional information in regard to the subject application. To date we have had no word from you. Will you please advise us whether or not you intend to proceed with the application? We shall appreciate hearing from you at your earliest convenience.

Sincerely yours,

C. O. Mittendorf

Acting Administrator
Defense Minerals Exploration
Administration

GCSelfridge:ls 7/8/52

CC: Admn. Reading File
Docket
G. C. Selfridge
Field Team, Region 3
D. M. Lemmon, USGS
R. W. Geehan, USBM

Code 400

400

MAY 1952

Mr. A. R. McGuire
Strawberry Tungsten Mine
1739 Terrace Avenue
Fresno 3, California

Re: Docket No. DMEA 2456 - Tungsten
Strawberry Tungsten Mine
Madera County, California

Dear Mr. McGuire:

Your application for exploration assistance now has been reviewed and we have noted the following:

(1) The information does not include the page and volume number in which each mining claim is recorded. This should be supplied to us.

(2) The application was not accompanied by the necessary "Consent to Lien" forms. The indenture dated July 23, 1942, was not signed by Matilda M. McDougald, and the amendment to this indenture dated April 30, 1947, was not signed by either Ruby L. Cobb or Matilda M. McDougald. Although it is preferable to have the documents signed by the wives, they are acceptable in their present form if the "Owner's Consent to Lien" forms are signed by J. E. Cobb and his wife and J. A. McDougald and his wife. Please return to us six completed copies each of the enclosed "Consent to Lien" forms executed by Mr. Cobb and his wife and by Mr. McDougald and his wife. Please leave the line for date of contract blank.

In case it should be impossible for you to secure the executed "Consent to Lien" forms, it may be possible that the Government would waive this requirement if you would guarantee repayment of the loan as outlined under Article 10 of the enclosed contract form. This would require that you furnish acceptable evidence of financial responsibility and ability to repay the Government.

(3) The indenture dated July 23, 1942, as amended, permits the assignment by Haggerty and Madden of any of their rights under it, if the assignee assumes all the obligations under the indenture. Under the document dated October 5, 1947, you do not assume any obligation to the Cobbs or McDougalds. Furthermore, it appears that another transfer of rights in the land is contemplated by you to a corporation in the process of being formed. In view of these facts, the written consent of the Cobbs and McDougalds to the transfer of interests in the land must be obtained.

(4) In the amendments to the lease you have made acknowledgments of indebtedness. Will you please inform us whether or not the indebtedness has been paid? If it has not, what arrangements have been made to pay it? We would also appreciate having a financial statement by either you or the projected corporation, whichever is to be the applicant.

For the present the above takes care of the legal aspects of your application.

The review of the work proposed in the application shows that part of it at least is primarily for production rather than exploration. Under exploration, the Government participates only in the minimum size of workings that must be driven for exploration and in more or less temporary and salvageable fixtures and installations.

Under Item 6 of the application, the Government could not participate to the full amount shown under ore bin, head frame, and probably compressor and hoist houses. However, the Government has no objection to larger size workings or more costly permanent fixtures, installations, and improvements, provided the company assumes such excess cost in its entirety. In reality, the entire matter could be simplified by the company eliminating fixtures and improvements of a permanent nature from its application, if this is feasible.

Under Item 5 of the application, a list of equipment is given which includes compressors, mechanical shovels, pneumatic machines, Diesel engines, and mine cars. Will you please indicate which of these various items are to be used for the benefit of the exploration project and give the fair market value of each?

Under Item 6 we would also need a breakdown with regard to the size and quantity of the items for mine cars and rail, ventilation fan and tubing, diamond drill, and drills.

Commenting further on the proposed exploration in your application, we suggest a modified project because of its partly development nature. This is as follows:

(1) Drift 50 feet to the west from the 70-foot level to shaft site.

(2) Raise shaft 90 feet to surface.

(3) Sink shaft 230 feet as proposed.

(4) Crosscut 1,000 feet to the east granite contact to explore the projected position of the No. 2 open pit deposit and to the south to come in under the No. 5 mine workings.

(5) Raise the required distance to the bottom of the open pits.

With regard to the proposed work to explore the downward extension of the No. 4 orebodies, we are definitely not in favor of driving the long crosscut between the No. 5 workings and the No. 4. For the present we suggest that the No. 4 workings be explored by drilling in the aggregate of between 1,500 to 2,000 feet of diamond drilling. Depending upon the results of the drilling, the contract can be amended, if warranted, to take care of additional exploration as suggested by the drilling. One thing must be kept in mind and that is, should the ore continue below the new proposed level, then a shaft station and hoist would have to be installed anyway.

If the suggested program meets with your approval, will you please so inform us and provide us with the information noted above? Costs should be figured on raises approximately 4' X 7' in the clear, 3½-compartment shaft, and drifts or crosscuts approximately 6' X 7½' in the clear if a large shovel is to be used.

The prices you have quoted for the exploration work are high because of the amortization of the equipment in a period quite short of its useful life. If you are going to submit a unit cost figure, this should be substantiated by a breakdown of the costs that go to make up the figure.

You request the right to put shaft sinking and drifting on contract if such becomes advisable to expedite the project. If this refers to contract labor, then please supply us with the per foot cost at which the labor will be contracted.

Sincerely yours,

C. O. Mittendorf

Acting Administrator
Defense Minerals Exploration
Administration

Enclosures

Copy to: G.C. Selfridge
D. M. Lemmon, USGS
R. W. Geehan, USBM

Copy to: Docket
Admn. Reading File
Field Team, Region 3

GCSelfridge:ls 4/23/52

140

FILE COPY
SURNAME:

Rubing

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

April 21, 1952

Copy to: Mails & Files
J. L. Hofflund
H. C. Rubin
C. O. Mittendorf
Chron

Memorandum

To: G. C. Selfridge

From: Chief Counsel

N.S
R&R

Subject: Docket No. DMEA-2456, Strawberry Tungsten Mine, A. R. McGuire

This responds to your memorandum dated April 11, requesting that we review the MF-100 form and the papers attached thereto in connection with the subject docket.

1. Recording data must be obtained indicating the page and volume in which each mining claim is recorded.

It is noted that the indenture dated July 23, 1942, was not signed by Matilda H. McDougald, and the amendment to this indenture dated April 30, 1947, is not signed by either Ruby L. Cobb or Matilda M. McDougald. Although it is preferable to have the documents signed by the wives, they are acceptable in their present form if Owner's Consents to Lien forms are signed by J. E. Cobb and his wife, and J. A. McDougald and his wife.

The document dated October 6, 1947, under which A. R. McGuire possesses the property is an Operating Agreement, and provides for equal sharing of profits. It permits McGuire to mine for so long as there is mining to be done. The indenture dated July 23, 1942, as amended, permits the assignment by Haggerty and Madden of any of their rights under it, if the assignee assumes all the obligations under the indenture. McGuire does not assume any obligation to the Cobbs or McDougalds. Furthermore, it appears that a further transfer of rights in the land is contemplated by McGuire to a corporation in the process of being formed. In view of these facts, the written consent of the Cobbs and McDougalds to the transfer of interests in the land to the corporation must be obtained.

2. In view of the acknowledgments of indebtedness made by McGuire in the amendments to the lease, the applicant should be requested to indicate payment of the obligations acknowledged in the amendments to the lease, and in addition, to submit a financial statement in the name of the applicant indicating an ability to finance the Operator's obligation under the contract with the Government. If this information is furnished, and is satisfactory, the stock ownership and other corporate information is not essential.

HCRubing/bjl

J. L. Hofflund
J. L. Hofflund
Chief Counsel

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

140

April 21, 1952

Memorandum

To: G. C. Selfridge

From: Chief Counsel

Subject: Docket No. DMEA-2456, Strawberry Tungsten Mine, A. R. McGuire

This responds to your memorandum dated April 11, requesting that we review the MF-100 form and the papers attached thereto in connection with the subject docket.

1. Recording data must be obtained indicating the page and volume in which each mining claim is recorded.

It is noted that the indenture dated July 23, 1942, was not signed by Matilda M. McDougald, and the amendment to this indenture dated April 30, 1947, is not signed by either Ruby L. Cobb or Matilda M. McDougald. Although it is preferable to have the documents signed by the wives, they are acceptable in their present form if Owner's Consents to Lien forms are signed by J. E. Cobb and his wife, and J. A. McDougald and his wife.

The document dated October 6, 1947, under which A. R. McGuire possesses the property is an Operating Agreement, and provides for equal sharing of profits. It permits McGuire to mine for so long as there is mining to be done. The indenture dated July 23, 1942, as amended, permits the assignment by Haggerty and Madden of any of their rights under it, if the assignee assumes all the obligations under the indenture. McGuire does not assume any obligation to the Cobbs or McDougalds. Furthermore, it appears that a further transfer of rights in the land is contemplated by McGuire to a corporation in the process of being formed. In view of these facts, the written consent of the Cobbs and McDougalds to the transfer of interests in the land to the corporation must be obtained.

2. In view of the acknowledgments of indebtedness made by McGuire in the amendments to the lease, the applicant should be requested to indicate payment of the obligations acknowledged in the amendments to the lease, and in addition, to submit a financial statement in the name of the applicant indicating an ability to finance the Operator's obligation under the contract with the Government. If this information is furnished, and is satisfactory, the stock ownership and other corporate information is not essential.

Copy retained 400

J. L. Hoffland

John L. Hofflund, Chief Counsel, DMEA April 11, 1952

Iron and Ferro-Alloy Division, DMEA

Review of leases: Docket No. DMEA 2456 - Tungsten
A. R. McGuire
Strawberry Tungsten Mine
Madera County, California

Attached are Form MF-100 and copies of a number of leases and/or exhibits submitted by the subject applicant. Will you please review them and give me your comments thereon?

I have noted that there is no time limit given in the original ~~letters~~ lease, and that the lessees call themselves owners in the lease and operating agreement. No subordination agreements were submitted but I shall request them signed by the Cobbs, the McDougalds, and Haggerty and Madden, if this is the correct procedure.

You will note that the lessees under the original lease have been in financial difficulties at times. At present the Strawberry Tungsten Mine is operated by the Fresno Mining Company, with which Mr. McGuire is associated. No information concerning the financial status of his company was given in the Form MF-100. Neither were any of the officers, directors, or partners named. What information should we request in regard to this matter?

At the present time attorneys are working on the plans for a corporation to which all of the mining claims and all of the personal property and equipment of the Strawberry Tungsten Mine will be transferred, and when completed, the above-mentioned corporation (no name as yet) will be the vehicle instead of the undersigned, A. R. McGuire.

G. C. Selfridge

G. C. Selfridge, Chief
Iron and Ferro-Alloy Division

Attachments

GCSelfridge:ls
4/11/52

cc: Admn. Reading File
Docket
G. C. Selfridge

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

April 4, 1952

Memorandum

To: George C. Selfridge, DMEA

From: Robert W. Geehan, Bureau of Mines

Subject: DMEA-2456, Strawberry Tungsten Mine, Fresno, California

I recommend that Docket 2456 be forwarded to the Field Team.

Robert W. Geehan

Attachment

400 IN REPLY REFER TO:
G-MD-DML

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

April 14, 1952

Memorandum

To: George C. Selfridge, DMEA

From: D. M. Lemmon, USGS

Subject: Exploration application $281,490 DMEA 2456 - Tungsten
Strawberry Tungsten Mine
A. R. McGuire
Madera County, California

The Strawberry mine has yielded a moderate production, about 35,000 units of WO_3, since 1943, all taken from 3 widely separated ore bodies which are small but of good grade. The deposits have not been worked to depths greater than 100 feet. It is probable that additional ore is present beneath the stopes, and the only likelihood of a significant discovery is in these places.

The mine is situated on the Western slope of the Sierra Nevada at an altitude of about 7,500 feet where winter snowfall is very heavy. The access road is narrow, mountainous, and unsurfaced, and cannot be kept open economically in winter time. The mine was worked during the winter of 1943-44, but not in any other winter. If winter operation is undertaken, the mine must be equipped as a self-contained unit for the winter months, and concentrates must be stockpiled.

Development workings in the mine are of small extent and inadequate to maintain ore reserves. Deposit No 1 is opened by a cut, a shaft, and drifts and stopes from the shaft. It is reported that the shaft is considered unsafe by the State Mine Inspector. Deposit No. 5 is opened by a short adit from which a stope extends to the surface. Several diamond drill holes, drilled in 1951 by the Fresno Mining Company, are reported to have cored ore 50 feet beneath the adit. Deposit No. 4, about 1,800 feet distant from No. 5, is opened by a short adit and several raises to the surface.

Shallow core drilling by the U. S. Bureau of Mines at deposits 1 and 5, in 1948, is described in R. I. 4543. Eight holes aggregating 1937 feet were drilled.

Copy retained 400

The applicant proposes to sink a new shaft at deposit No. 1 to open a new level 150 feet beneath the present stopes. On the 225-foot level, a crosscut will be driven south to the No. 5 mine, then continued 1,800 feet to the No. 4 mine.

The proposal to connect the No. 1 and No. 5 mines may have some merit because only about 500 feet of barren crosscut is involved. The long additional crosscut to the No. 4 mine is of dubious merit because it provides only about 200 feet or less of backs. No topographic survey has been made to show the relative elevations of No. 4 mine and Nos. 1 and 5.

The entire proposal is largely for mine development rather than exploration. It is doubtful if a development loan could be obtained because of insufficient reserves. Therefore some exploration assistance is warranted to get the mine on a firmer basis for production.

The applicant has not submitted a financial statement, but I understand 1951 operations were profitable enough to liquidate past operating debts but not to provide adequate working capital. With the expectation that 1952 operations will also yield a profit, I believe that the Company would be in a position to finance its own future development after 1952 if a moderate-scale exploration program were successfully concluded in 1952. Therefore, I suggest favorable consideration of a modified program to include the following exploration during 1952:

1) Shaft at No. 1 mine

2) Crosscut to No. 1 mine ore bodies.

3) Crosscut to No. 5 mine from 225-foot level of shaft.

4) Core drill about 1,500 feet at No. 4 mine (approximately 5 holes each 300 feet).

The proposal to core drill 5,000 feet at the No. 1 and No. 5 mines seems excessive for the block of ground to be explored. No drilling program, with geologic sections, has been presented.

The relative merits of sinking a shaft at No. 4 mine versus the proposed crosscut are not fairly stated by the applicant because the proposed rates for shaft-sinking are excessive and the need for roads is over-emphasized. Also, electric power could be transmitted from the power house at the mill to the No. 4 mine through a transmission line about one half mile long, probably at a lower cost than a new generator at No. 4 mine.

Dn Lemmon

DMEA-2456

1739 Terrace Avenue
Fresno 3, California
March 26, 1952

Defense Minerals Exploration Administration
Washington, D. C.

Attention: Mr. C. O. Mittendorf, Acting Administrator

Gentlemen:

In connection with the attached application it should be understood that attorneys are working on the plans for a corporation to which corporation all of the mining claims and all of the personal property and equipment of the Strawberry Tungsten Mine will be transferred on completion and when completed the above mentioned corporation will be the vehicle instead of the undersigned.

Should the corporation be completed before the loan is approved you will be requested to substitute the corporation name in the place of the undersigned. It has already been agreed that Mr. David D. Baker will continue as manager of the corporation in the same capacity he has acted in for the past year and a half.

It is requested that because of the conditions governing the operation of the Strawberry Tungsten Mine as stated in the application that if possible this application for loan be processed so that it can go into effect not later than June 15, 1952. In this connection if your technical staff should wish to discuss any of the details set forth in the application Mr. Baker could go to Washington on short notice.

Yours very truly,

A. R. McGUIRE, Operating
"Strawberry Tungsten Mine"

MAR 3 - 1952

ARM:jm

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

MF-103 Should Be Filed With General Technical Data Form MF-100

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

Not To Be Filled in by Applicant

Docket No. DMEA-2456
Metal or Mineral
Date Received 3-31-52
Amount $
Participation (Government %)

A. R. McGuire, Operating
"STRAWBERRY TUNGSTEN MINE"
1739 Terrace Avenue
Fresno 3, California

Name and address of applicant

Date March 26, 1952

If you have already filed MF-100, give date filed _____, type of assistance requested _____,

DMA Docket Number (if available) _____

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four copies each, of the signed application form, General Technical Data Form MF-100, and answers to questions as specified, to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive office thereof, with your name and address on each sheet of the application and all accompanying papers. If you have previously filed MF-100, it is not necessary to file it again. However, you should indicate in space provided above the type of assistance previously applied for (loans, procurement contracts, etc.) and DMA Docket Number, if available. *When a question is inapplicable it should be so stated in the form.* Additional sheets should be attached in answering any questions or in supplying additional information. IF YOU CANNOT ANSWER A QUESTION, SO STATE.

1. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

   (*b*) If you are not the owner of the property, submit a copy of the lease, purchase option, or other agreements under which you are authorized to operate the property with each copy of your application.

   (*c*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

   NOTE: (1) If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*c*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

   (2) If applicant is not the owner of the property or if there are any liens or encumbrances against the property, copy of agreements of claimants, lienors, encumbrances, and lessors subordinating their interests in the property to the interest of the Government under the Exploration Project Contract will be required for attachment to the Contract.

2. (*a*) What metals or minerals do you expect to find?

   (*b*) Furnish statement of the geologic features of your property, giving type of ore deposit and reasons for expecting to find commercial ore bodies. Illustrate with maps or sketches. If you have a geologic or engineering report, or assay maps showing width and grade, please send them with application, stating whether or not you wish to have them returned.

DEPARTMENT OF THE INTERIOR
Defense Minerals
MAR 5 - 1952

16—64067-2

The information requested in questions 3, 4, 5, 6, 7, 8, and 9 below should be answered specifically and in detail, as this information will be attached to and incorporated as part of the Exploration Project Contract, if such contract is entered into with you by the Government.

ANSWER EACH QUESTION ON SEPARATE SHEETS OF PAPER AND SUBMIT A COPY OF EACH ANSWER FOR EACH COPY OF YOUR APPLICATION.

3. (*a*) Describe fully the proposed work and give the total cost of the project.

   (*b*) State the time required to start the project and to complete it.

4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

5. Furnish an itemized list of existing facilities, buildings, installations, and fixtures with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition.

6. Furnish a detailed list of additional facilities, buildings, and fixtures to be purchased, installed, or erected by you, with the estimated cost of each item.

7. Furnish a detailed list of operating equipment, separated into items to be—

   (*a*) Rented

   (*b*) Purchased

   (*c*) Furnished by you

   with the rental, purchase price, or depreciation of each item, as the case may be, to be charged as a cost of the project.

8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

10. (*a*) How much are you prepared to invest in the proposed project?

    (*b*) Is this amount sufficient to pay your part of the cost of the project, in accordance with the regulations on Government participation (Sec. 9 of MO-5)?

11. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

CERTIFICATION

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

"STRAWBERRY TUNGSTEN MINE"
(Name of company) xxxxx mine)

By [signature]
(Signature of authorized official)
A. R. McGUIRE

March 26, 1952
(Date)

Owner
(Title)

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.

U. S. GOVERNMENT PRINTING OFFICE 16—64067

The above application including the answers to all questions therein made has been prepared by myself in collaboration with A. R. McGuire and the facts therein stated I believe to be correct. I have been in charge of the Strawberry Tungsten Mine for a year and a half and an familiar with the mine.

[signature]
DAVID D. BAKER-General Manager

FORM MF 103

1. (a) This exploration project involves eleven unpatented mining claims known as the Strawberry Group in Sec. 25, T4S, R24E, Sec. 30, T4S, R25E, Sec. 36, T4S, R24E, and Sec. 31, T4S, R25E, M.D.B.M., Madera County, California (See map attached).

   (b) See copy of operating agreement attached.

   (c) The exploration will be entirely on the claims described above.

2. (a) Tungsten occurring as scheelite ($CaWO_4$).

   (b) The deposit is of the contact metamorphic type with the ore occurring in bunches and spurs of tactite adjacent to contacts, dikes, and sills of granodiorite. The deposit has been examined by geologists of the U.S.G.S. and their reports are available in Washington. The Bureau of Mines diamond drilled the property in 1948 but did not explore the deposit at depth (See information circular 4543). This project envisions exploration of the downward extension of an ore zone which has produced to date over 35,000 units and will eventually show a production in the neighborhood of 50,000 units from the surface workings including less than 100 ft. of depth.

3. (a) The first phase of the project calls for sinking a new shaft from the surface to open up a new exploration level 150 ft. beneath the present working level of the No. 1 mine. After the shaft is completed it is planned to drive a drift to connect the No. 1 mine workings with the No. 5 mine workings and to cross cut to the east granite contact to explore the projected position of the No. 2 open pit deposit. From these openings it is proposed to diamond drill at suitable intervals to fully explore the limestone area between the No. 1 and No. 5 mines. This project will require crosscutting approximately 50 ft. from the present workings to the new shaft location, raising 90 ft. to the surface, and sinking in a 60 degree incline for a total slope distance of 230 ft. to provide a 150 ft. interval and to allow for a skip loading pocket and sump. Following the completion of the shaft there

will be required 1000 ft. of drifting and crosscutting and up to 5000 ft. of diamond drilling. The proposed shaft and tunnels are shown on the attached maps. The second phase of the project which is planned for opening up a lower exploration level at the No. 4 mine, has two alternative procedures either of which is practicable. The preferred plan is to sink the No. 1 shaft, drift to the No. 5 mine and then drive an 1800 ft. tunnel to explore the downward extension of the No. 4 orebodies. This has the advantage that it will serve to explore all of the intervening ground between the No. 5 and No. 4 mines and also would eliminate all surface haulage of ore which has been a serious handicap to the Strawberry mining operations.

The alternative procedure would be to construct a new road (including approximately one and one half miles of rock cuts) suitable for heavy haulage and sink a shaft adjacent to the southern extremity of the No. 4 ore zone. This would require a separate power plant and hoist, separate compressor, and other surface installations which added to the cost of sinking the shaft would make this plan cost as much if not more than driving the long exploration tunnel. The attached map shows the proposed shaft and the exploration tunnels designed to explore the No. 4 deposit. The cost of this phase of the project is estimated at $130,650.00 if the shaft sinking plan is followed and $123,900.00 if the long exploration tunnel is driven. Although we realize that a longer time will probably be required to complete the project if the long exploration tunnel is driven we are firmly of the opinion that this plan should be followed since it could result in an all year operation which heretofore has been impracticable because surface transportation of ore has proved to be impossible during the winter season.

COST ESTIMATES

Proposed exploration of No. 1 and No. 5 mines:

1. Drift 50 ft. to west from 70' level @ $30 per ft. - - - - $ 1,500.00
2. Raise shaft 90 ft. to surface @ $50 - - - - - - - - - - - - 4,500.00
3. Sink shaft 230 ft. @ $200 - - - - - - - - - - - - - - - - - - 46,000.00

4. Drift and crosscut 1000 ft. @ $30 - - - - - - - - - - $ 30,000.00
5. Raise 800 ft. @ $25 - - - - - - - - - - - - - - - - - - 20,000.00 ?
6. Diamond drilling 5000 ft. @ $5 - - - - - - - - - - - 25,000.00 ?
7. Skip loading pocket - - - - - - - - - - - - - - - - - - 5,000.00 ?

$132,000.00

Proposed Exploration of No. 4 Mine:

1. Raise shaft 75 ft from tunnel level to surface @ $50 per ft. - $ 3,750.00
2. Sink shaft 200 ft. @ $200 per ft. - - - - - - - - - - 40,000.00
3. Drifting and crosscutting 830 ft. @ $30 - - - - - - 24,900.00
4. Raises 800 ft. @ $25 - - - - - - - - - - - - - - - - - 20,000.00 ?
5. Diamond Drilling 5000 ft. @ $5 - - - - - - - - - - - 25,000.00 ?

$113,650.00*

Road - - - - - - - - - - - - - - $ 5,000.00

Surface Plant, Ore Bin, Head Frame and Hoist - - - - - - - - 12,000.00 — 17,000.00

$130,650.00

*Note: Substituting 1800 ft. of drifting to replace the shaft would eliminate $43,750 and add $54,000 (1800 ft. x $30) to the cost of the exploration project and would eliminate the $17,000 item for surface equipment. Total cost of the second phase of the project would then be $123,900.

SUMMARY

Exploration of No. 1 and No. 5 Mines - - - - - - - - - - $132,000.00
Exploration of No. 4 Mine - - - - - - - - - - - - - - - - 123,900.00

$255,900.00

10% contingency allowance to cover higher labor and material costs - 25,590.00

Total Cost of Project - - - - - - - - - - - - - - - - - - $281,490.00

Note: These cost estimates contemplate amortising $61,500 worth of equipment at rate of $50 per ft. of shaft sinking and $11 per ft. of drifting, crosscutting

and raising.

(b) The progress schedule would be worked as nearly as possible to conform to the following:

June 1 - Cross cut @ 10 ft. per day - 5 days
Widening for station - 5 days

June 10 -Raise 90 ft. @ 10 ft. per day - 9 days, allow 10.

June 20 -Installing timbering and track. Setting up hoist and completing ore bin - 10 days

July 1 -Sinking 230 ft. @ 5 ft. per day - 46 days - allow 60 days.

Sept. 1 -Setting up skip loading pocket, cutting out for station, etc., 15 days

Sept.15 -Drifting and crosscutting 700 ft. @ 10 ft. per day, 70 days. Crosscutting 300 ft. @ 5 Ft. per day-60 days.

Nov. 25 -This would complete the work during the 1952 season on the exploration of No. 1 and No. 5 Mines. Concurrently with the shaft sinking and tunnelling as much as possible of the diamond drilling and raising would be accomplished.

At the No. 4 mine diamond drilling would be carried on during the 1952 season to prove the persistence in depth of the ore deposits and thus check on the feasibility of lower level exploration there. Also the drift on the 75 ft. level would be continued to explore the continuity of the ore deposits found on the surface at the south end of the No. 4 ore zone. In the winter of 1952-1953 the exploration crew could start driving the exploration tunnel from the No. 5 mine to the No. 4 mine. As this work would be a continuation of the drift to the No. 5 mine there would be no delay and could probably be started by December 15th.

The schedule would then be as follows:

Dec. 15 - Drifting 1800 ft. at 10 ft. per day, (6 months) to reach the No. 4 ore zone.

June 15 - Start on exploration of No. 4 orebodies requiring 600 ft. of drifting. This would be continued during summer of 1953 so that the ore from the lower levels of the No. 4 deposit would become available for mining during the 1954 season and the entire exploration including diamond drilling would be completed during the summer of 1953.

4. The attached maps show the general layout of the present mine workings.

5. The mine is fully equipped for mining and milling at the rate of 75 tons per day. The existing facilities are covered by insurance in the amount of $185,500.

The buildings include:

1. Mill building
2. Warehouse
3. Compressor building
4. Six bunkhouses
5. Boarding house and separate cook's quarters
6. Change room
7. Wash house
8. Office and superintendents apartment
9. Manager's residence

Equipment includes:

1. 315 cubic ft. compressor, diesel engine driven
2. 350 cubic ft. compressor, gasoline engine driven
3. 105 cubic ft. compressor, gasoline engine driven
4. Three jackhammers
5. Three stopers
6. Four drifters
7. One 20 H.P. Hoist (Will be used in mining operation)
8. One model 12 Eimco Rockershovel
9. One model 12B Eimco Rockershovel
10. Six mine cars (some repairs needed)
11. One 10" x 20" Pacific Jaw Crusher
12. One 22" Symons Cone Crusher
13. One 4' x 4' Roy & Titcomb Ball Mill
14. Three vibrating screens
15. Six Denver Sub A Flotation cells
16. Eight Galigher Flotation cells
17. Seven Fagregren Flotation cells
18. One Denver Unit cell
19. One 26 ft. thickener

20. Two conditioner tanks
21. Six Wilfley and Deister tables
22. One 25 ft. dryer
23. One magnetic separator
24. One Goulds Triplex water pump
25. One Redwood water tank
26. Two 10,000 gallon fuel tanks
27. Two 3,000 gallon fuel tanks
28. Two UD 18 International Diesel engines
29. One 285 H.P. Chicago Pneumatic Diesel Engine
30. One D-6 Caterpillar bulldozer.

There are many additional small items.

6. Additional buildings and fixtures needed will be confined strictly to the facilities needed for carrying on the exploration works such as:

Hoist - - - - - - - - - - - - - - -	approx.	$ 5,000.00
Hoist House - - - - - - - - - - - -	"	2,000.00
600 cu. ft. compressor - - - - -	"	14,000.00
Compressor house - - - - - - - - -	"	2,000.00
Drills - - - - - - - - - - - - - -	"	3,000.00
Mancha Locomotive - - - - - - - -	"	3,500.00
Mucking Machine - - - - - - - - -	"	3,000.00
Diamond Drill - - - - - - - - - -	"	4,000.00 — ?
Head Frame - - - - - - - - - - -	"	5,000.00
Ore Bin - - - - - - - - - - - - -	"	10,000.00 ?
Skip - - - - - - - - - - - - - - -	"	1,000.00
Ventilation fan and tubing - - -	"	5,000.00
Mine Cars and Rail - - - - - - -	"	4,000.00
		$ 61,500.00

7. It is contemplated that purchase will be made of all of the above listed equipment and charged against the project.

8. The 1951 wage scale was:

Shift Bosses - - -	$1.75 per hr.
Miners - - - - - -	1.65 per hr.
Muckers - - - - -	1.50 per hr.

Depending on the local labor supply and the wage scale existing in Nevada and California mining districts we may have to adjust the 1952 scale upward to the extent of 20¢ to 25¢ per hour. The number of employees on the

exploration will probably not exceed:

3	Shift Bosses - - - -	$2.00 per hr.
12	Miners - - - - - - - -	1.85 per hr.
6	Muckers - - - - - - -	1.70 per hr.
2	Diamond Drillers - -	2.00 per hr.
3	Hoistmen - - - - -	1.85 per hr.
3	Skip Tenders - - - -	1.85 per hr.

(Time and one-half is paid for Saturdays and Sundays.)

We request the right to put shaft sinking, drifting and diamond drilling on contract if such becomes advisable to expedite the project.

9. All materials, engineering, assaying, power, water, utilities, etc., are included in the cost estimates furnished above.

10. (a) We are prepared to invest $70,372.50

    (b) This amounts to one fourth of the total cost of $281,490 and is sufficient on the basis of the government aid in amount of 75% of the cost of a tungsten exploration project.

11. It should be clearly understood that the proposed exploration project must be flexible and subject to adjustment (or possible abandonment in whole or in part) in the light of information becoming available as the work proceeds.

Form MF-100
(May 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Form approved.
Budget Bureau No. 42-R1026.

GENERAL TECHNICAL DATA FOR USE UNDER THE DEFENSE PRODUCTION ACT OF 1950

NOT TO BE FILLED IN BY APPLICANT

Docket No. DMEA-2456

Date received 3-31-52

A. R. McGuire, Operating,
"STRAWBERRY TUNGSTEN MINE"
1739 Terrace Avenue
Fresno 3, California

Name and address of applicant

Date March 26, 1952

INSTRUCTIONS

This form is to be filed with Defense Minerals Administration, Department of the Interior, Washington 25, D. C. It should be accompanied by appropriate application form when a specific type of Government assistance is requested, in the form of (1) loan, (2) purchase contract, (3) Government guarantee of a private loan, (4) priorities or allocation of mining equipment, and maintenance, repair and operating supplies, and (5) other forms of Government assistance that might arise under the Act. Submit four (4) signed copies of the form and accompanying papers. Name and address should be stamped or typed on each sheet of this form and all accompanying papers. *When a question is inapplicable it should be so stated on the form.* Additional sheets may be attached in answering any questions or in supplying additional information. (IF YOU CANNOT ANSWER A QUESTION, SO STATE.) If a question is answered elsewhere indicate where answered. It is not necessary to answer it again.

GENERAL TECHNICAL DATA

Supply the following information on separate sheets, arranged, numbered, and lettered as indicated:

1. Materials produced:
   (*a*) What are the chief mine, mill, or smelter products?
   (*b*) What are the byproducts, if any?
2. Name(s) and type(s) of mine(s), mill(s), smelter(s), refinery(ies), pit(s), quarry (ies), drilling operation(s). Include old names of property, if any. Show extent of workings, including the following:
   (*a*) Linear feet of shafts.
   (*b*) Linear feet of drifts and crosscuts.
   (*c*) Linear feet of tunnels or adits.
   (*d*) Linear feet of other mine openings (explain briefly).

   Indicate whether mine is flooded or not. Describe any pumping problems. Give size or productive capacity.

Defense Minerals Administration
RECEIVED
MAR 3 - 1952

3. For each operation listed above supply the following:
   (*a*) Distance and direction from nearest town and shipping point.
   (*b*) Mining district.
   (*c*) Township, Section, Range.
   (*d*) County, State.
4. (*a*) State whether or not property is now in operation, and if in operation, by whom operated.
   (*b*) Are you operating this property as:
   - [x] Owner.
   - [ ] Lessee.
   - [ ] Contractor.
5. Number of years in production 7 yr.

   If not in production or operation, estimated date when production will begin _____
6. Experience of operators:

   Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who manage the project.
7. History:
   (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for suspension of operation.
   (*b*) State briefly the known history and production of adjoining and neighboring properties.
   (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

8. Names and addresses of Officers, Directors, or Partners, and in addition thereto, the five largest stockholders if applicant is a corporation.

Name and Address (a)	Official Title (If officer is also director indicate by "D") (b)	Total of Annual Salary, Commissions, Bonuses, Etc., Received From Applicant and Affiliates During Last Fiscal Year (c)	Estimated Net Worth Outside of Interest in Applicant (d)	Number of Shares Held in Applicant Corporation		Life Insurance Carried for Benefit of Applicant	
				Common (e)	Preferred (f)	Amount (g)	Net Cash Surrender Value After Loans (h)
	Total		x x x x x			x x x x x	x x x x x

If more lines are needed continue on separate sheet.

9. Capital Stock Issues:

For Corporate Applicants

Item	Authorized (a)	Outstanding (b)	Par Value (c)	Number of Shares Outstanding (d)	Dividend Rate Last Paid* (e)
Common stock	$	$	$		
Preferred stock	$	$	$		

*Indicate period covered.

10. Production:

Item	Kind of Product (a)	1948 Total (b)	1949 Total (c)	1950 Total (d)	1951	Present Average Monthly (e)
1. Quantity of product mined or quarried (Short, long, metric tons; barrels; pounds; etc.)	short tons tungsten ore	2665	1469	2966	10844	2000
2. Quantity of product processed (specify unit of measure and type of process)	units of 20 lbs. WO3	3412.5	2302	2390.8	6756	1000
3. Quantity and grade of product sold or shipped (specify units of measure)	units of 20 lbs. WO3 70% grade	3412.5	2302	2390.8	6756	1000

11. Do you contemplate a change in the present average monthly rate of production? If so, state estimated maximum monthly production and basis of change.

12. Ore or Mineral Reserves:

(a) Describe the ore or mineral deposit briefly. Accompany the application by any available report on the geology and ore reserves.

(*b*) If deposit is other than placer:

(1) Submit assay plans and/or sections showing location and size of proved (measured) and probable (indicated) ore or mineral reserve.

(2) State the tonnage (indicate type of ton) and grade of each class of ore reserve, as above, and show how computed. Tabulated total ore reserve as follows:

TOTAL ORE OR MINERAL RESERVES

Ore or Mineral Reserve	Estimated Tons (a)	Metal or Mineral Content Per Ton (Grade) (b)	Gross Value Per Ton (c)	Recoverable Unit Value Per Ton (d)	Estimated Cost of Production Per Ton (e)
Measured (proved)					
Indicated (probable)	15,000	1% WO3	$63.00	.65 units $40.95	$20.00

(*c*) If placer:

(1) Give estimated total yardage and average marketable mineral content of each deposit.

(2) Submit map showing location of placer deposit and surrounding area, with all test holes or pits. Submit logs of each hole and test pit with depth and average value of each.

(3) Describe gravel, stating whether fine, medium or coarse; loose, tight, cemented, or frozen, and whether it contains stumps or boulders more than 1 foot in diameter; if so, how large, and in what proportion.

(4) Describe bedrock, giving type (granite, sandstone, shale, etc.) and state whether it is hard or soft, smooth, uneven or rough.

(5) Describe overburden, stating whether loose, tight, or cemented; fine or coarse textured; furnish estimate of average thickness and total amount.

(6) Tabulate the reserves using the form outlined above for ore or mineral reserves.

13. Access Roads:

Give road distances to shipping, supply and residence points, stating kind and condition of roads.

14. Water Supply:

State source and quantity of water available for operations and whether sufficient for all seasons of year.

15. Power:

State amount of power used, rate per hour, and source thereof.

16. Labor:

State number and classes (miners, muckers, millmen, etc.) of men employed during a recent representative payroll period.

17. Equipment and Facilities:

Describe present equipment on the property, including buildings. (State condition.) List major pieces of equipment now owned or controlled and in serviceable condition available for this operation.

18. Are there any particular conditions or circumstances affecting your operations that are not described above? If so, explain.

CERTIFICATION

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

Strawberry Tungsten Mine
(Name of ~~company~~ mine)

March 26, 1952
(Date)

By [signature]
(Signature of authorized official)
A. R. McGUIRE
Owner
(Title)

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.

U. S. GOVERNMENT PRINTING OFFICE 16—63792-1

FORM MF 100

1. (a) Materials produced are tungsten ($CaWO_4$ scheelite) concentrates.

   (b) There are no byproducts.

2. (a) 70 ft. shaft - Strawberry Tungsten Mine, open pit, open stope, and shrinkage stope mining.

   (b) 900 ft. drifts and cross cuts

   (c) 400 ft. adits

   (d) 400 ft. raises

   The mine makes very little water as it is all handled by intermittent operation of a three H.P. Pump. About 3 gallons per minute.

   The rate of production during the past season was 75 tons of ore per day, yielding about 1000 units of tungsten concentrates per month.

3. (a) The mine is 56 miles on black top and 32.5 Forest Service dirt road from Fresno, the nearest shipping point.

   (b) It is in the Jackass Mining District

   (c) The claims lie in Section 36, Township 4S, Range 24E, and Section 31, Township 5S, Range 25E M.D.B.M.

   (d) Madera County, California

4. (a) The mine is now in operation but only during the summer season. In winter the mine is inaccessible because of heavy snows. The mine is being operated by the Fresno Mining Company.

   (b) The Fresno Mining Co. operates under an agreement with the owners.

5. The mine has been operated for 7 years. The mine was first in production in 1943 and has been operated continuously with exception of 1946 and 1947.

6. The mine is under the Management of David D. Baker, mining engineer, with 30 years experience and formerly Manager of Tungsten Operations for U. S. Vanadium Corp.

7. The Strawberry Mine was developed during the mining season of 1943. The nation being very short of tungsten at this time, the government requested that the mine be operated during the winter. This was done at greatly added costs to the operators. The mine and mill were kept in continuous operation until the end of

Balance!

October, 1944 during which time a total of 15,859.43 tons of ore were treated, producing 16,126.16 units of WO3. As the national emergency for tungsten had passed and the Metals Reserve Co. terminated its buying program, the mine was closed down. The mill operated only for a part of the season of 1945 mostly on tailings from the previous operations. Rehabilitation of the mine, mill, and roads was started in October, 1947. Mining was resumed in 1948 and has been continuous to the present date excluding the usual winter shut-downs and the short interruption after the fire in 1950.

11. The average monthly production from the mine is expected to be approximately the same as in 1951 (75 tons crude ore per day, yielding approximately 1000 units of WO3 per month). A tailings retreatment plant is being constructed which when placed in operation will have potential capacity to double the current mill output during the life of the tailings operation. There are between 14,000 and 16,000 tons (some of the tailings have been lost by flood conditions) of tailings available for retreatment which are expected to yield 0.4 units per ton. The tailings are to be retreated concurrently with the current mill tailings and the rate of retreatment of the tailings has not been established definitely.

12. The ore occurs as a contact metamorphic tactite deposit along granitic contacts with a rather large pendant of sedimentary and metamorphic rocks. Orebodies are formed as spurs or lenses of relatively high grade deposits.

13. The mine is accessible by 32.5 miles of graded Forest Service Road from Bass Lake, California, which is 56 miles from Fresno over a modern paved highway.

14. Water is taken from Granite Creek by a Goulds Triplex pump which supplies 100 gallons per minute to the mill. This supply is supplemented by a 4 inch gravity pipe line that taps a perrenial spring supplying approximately 150 gallons per minute. There is ample water for all needs.

15. Power is supplied by a 285 H.P. Chicago Pneumatic Diesel engine and generator supplemented by a UD 18, 100 H.P. International Diesel engine and generator. Plans are being laid to install a 300 H.P. auxiliary power plant.

16. Miners - 12 Mill - 8 Surface - 24 (including construction workers.)

Commissary - 6 Office - 1

17. The mine is fully equipped with boarding house, bunkhouses, change room, etc. to take care of a 35 to 50 man crew. The mill has gravity equipment adequate for treating 75 tons per day and sufficient flotation cells to treat from 150 to 200 tons per day. All of the buildings have been rehabilitated during the past year. The following is a list of major equipment:

BUILDINGS

1. Mill building
2. Warehouse
3. Compressor building
4. Six bunkhouses
5. Boarding house and separate cook's quarters
6. Change room
7. Wash house
8. Office and superintendent's apartment
9. Manager's residence

EQUIPMENT

1. 315 cubic ft. compressor, diesel engine driven
2. 350 cubic ft. compressor, gasoline engine driven
3. 105 cubic ft. compressor, gasoline engine driven
4. Three jackhammers
5. Three stopers
6. Four drifters
7. One 20 H.P. Hoist (Will be used in mining operation)
8. One model 12 Eimco Rockershovel
9. One model 12B Eimco Rockershovel
10. Six mine cars (some repairs needed)
11. One 10" x 20" Pacific Jaw Crusher
12. One 22" Symons Cone Crusher
13. One 4' x 4' Roy & Titcomb Ball Mill
14. Three vibrating screens
15. Six Denver Sub A Flotation cells
16. Eight Galigher Flotation cells
17. Seven Fagregren Flotation cells
18. One Denver Unit cell
19. One 26 ft. thickener
20. Two conditioner tanks
21. Six Wilfley and Deister tables
22. One 25 ft. dryer
23. One magnetic separator
24. One Goulds Triplex water pump
25. One Redwood water tank
26. Two 10,000 gallon fuel tanks
27. Two 3,000 gallon fuel tanks
28. Two UD 18 International Diesel engines
29. One 285 H.P. Chicago Pneumatic Diesel Engine
30. One D-6 Caterpillar bulldozer

There are many additional small items.

18. In past seasons, because of the unstable market and the short operating season very little development work was done in the Strawberry Mine in advance of production. Thus each year's operation was a project in itself and the operators were neither able or disposed to prepare orebodies for mining the following year. In 1951 encouraged by the Government's buying program the operators performed all possible development work in preparation for the 1952 season and when the mine was shut down in November 1951, the conditions were such that sufficient ore for the 1952 season was practically in sight. None of this ore could be called measured or proved and none of it has been sampled. The control of mining has been entirely by use of the fluorescent light in correlation with mill control analyses. During the last few weeks of the 1951 operating season the ore taken from various working places in the No. 5 and No. 4 mines averaged 1.65% WO3 as indicated by composite mill head samples. This is the grade of ore that will be available for mining when the 1952 season starts but as the orebodies vary in grade from 0.5% to 3% WO3 or better and since insufficient development work has been done to actually block out the ore in advance of mining and to determine its grade it is not possible to predict with any accuracy the probable tenor of the ore to be mined in 1952. It is expected to average at least 1% WO3. As shown in the tabulation of ore reserves there are about 15,000 tons of possible and probable ore available for extraction from the present working levels. It is expected that this ore will be practically all taken out this summer with recovery of at least 7,000 units of WO3.
Records of past production show that 35,000 units of WO3 have already been produced from the Strawberry Mine. When the remaining ore has been extracted from the present workings and after the tailings have been retreated it is quite conservative to state that 50,000 units of WO3 will have been produced from the surface zone reaching less than 100 ft. from the surface. At present prices this would have a value of $3,150,000.00. If the future possibilities of the Strawberry deposit were to be gauged by its past output of 500 units per foot of depth it is indicated that in a mining interval of 150 feet the potential produc-

tivity is 75,000 units, valued at the present market at $4,725,000.00.

It should be fully understood that the foregoing statement is based solely on arithmetical calculations from the above mentioned record of production and is not to be construed in any way as an engineering evaluation. It is offered merely as a suggestion of the possible value of the orebodies that may be found if the zone underlying the presently known orebodies proves to be as productive as the surface zone.

The deposit has been examined by geologists of the United States Geological Survey and by engineers of the U. S. Bureau of Mines. Their reports are available in Washington. No geologic evidence has been discovered which would rule out or limit the possibility that the deposit may extend to great depth, or that the relatively small and scattered orebodies discovered to date could not be underlain by massive orebodies as at Pine Creek.

Very Dubious

Only a small amount of diamond drilling has been done, but it is of interest to note that one hole has proved the persistence of the No. 5 area to a depth of 57 ft. below the adit level, and another hole drilled vertically downward from the 70 ft. level of the No. 1 mine continued in ore for a distance of 45 ft. before it left the ore and entered the limestone footwall. No drilling has been done below the adit level of the No. 4 mine where the most persistent orebodies found to date in the mine are located. From knowledge now at hand it appears that the No. 4 mine may prove to be the largest potential source of ore on the property. In summary, the Strawberry Mine is equipped to mine and mill from the near surface workings at the rate of 75 tons per day. It has a successful and profitable record, turning out over 1000 units of tungsten concentrates per month during the operating season. The surface orebodies are nearly worked out and it is now necessary to inaugurate an immediate and aggressive exploration program to open up the lower levels and discover the size and nature of any underlying orebodies that may exist if the productive life of the mine is to be extended.

COPY

APPENDIX "A" - (a).

LEASE AND OPERATING AGREEMENT

THIS INDENTURE, made and entered into this 6th day of October, 1947, by and between D.W. HAGGERTY And C.F. MADDEN, hereinafter called Owners, and A.R. MC GUIRE, hereinafter called Operator,

W I T N E S S E T H:

THAT, WHEREAS, Owners now hold a lease under date of July 23, 1942, from J.E. Cobb and Ruby L. Cobb, his wife, and J.A. McDougald and Matilda M. McDougald, his wife, a copy of which said lease is attached hereto, made a part hereof and marked Exhibit "A" hereto; there having been entered into in relation to said lease a modification thereof executed by the parties thereto under date of June 11, 1945, a copy of which modification is attached hereto as Exhibit "A-1"; there having been a second modification of said lease under date of April 30, 1947, a copy of which is attached hereto as Exhibit "A-2"; the said three documents constituting all of the agreements entered into between the owners hereto and the lessors of said mine; and

WHEREAS, Owners have installed upon the premises described in said lease Exhibit "A" hereto substantial and expensive mining machinery and equipment, including camp buildings, all of which are more particularly described and set forth in Exhibit "B" hereto attached; all of which said leased premises, buildings, machinery and equipment are commonly known as and will hereafter be called Strawberry Tungsten Mine and/or mine; and

WHEREAS, Owners are not now operating said mine and desire that A.R. McGuire, Operator herein, operate the same and that Operator take such steps as he deems necessary and advisable to place said mine in production;

NOW THEREFORE, the parties hereto agree as follows:

Owners to hereby give to Operator for such period of time as he may comply with the conditions hereunder, the right to go upon said mine to core drill and/or otherwise prospect for and develop additional ore and to utilize all of the property and equipment described in Exhibit "B" hereto for the purpose of prospecting and producing tungsten and/or other valuable minerals from said mine, from date hereof until such time as Operator determines in his own judgment that

tungsten and/or other minerals can no longer be produced therefrom in paying quantities and/or decides to cease operations hereunder as hereinafter provided; subject however to performance by Operator of the conditions herein agreed to be performed by Operator.

Operator is authorized to negotiate for and to procure from the Lessors in said lease Exhibit "A" hereto any more favorable conditions of operation than those now existing under said lease, and all such modifications shall be obtained in the name of Owners hereto and shall inure to the benefit of Owners in the event of any termination of this agreement with Operator.

Operator must at all time hereunder take good and proper care of said mining machinery and equipment set forth in Exhibit "B" hereto, and make necessary repairs thereto; but Operator shall not be responsible for decrease in value and/or usability due to ordinary wear and tear and use thereof, and/or injury by acts of God or other causes beyond the control of Operator.

It is recognized by all parties hereto that Operator will require a reasonable and rather substantial period of time in which to prospect for and block out sufficient bodies of pay ore to justify putting said mine into operation and it is not expected that Operator will be able to get into full production at said mine until some time in the Summer of 1949; although Operator will use reasonable diligence in getting into production under this agreement.

It is agreed that Operator shall keep accurate record of all monies expended by Operator and of all income from the sale of minerals recovered from operation of said mine; and that the net profits from said operations shall be utilized as follows:

(1) For the repayment to Operator of any money which Operator expended in developing said mine and/or putting it into production to the end that Operator's investment in this undertaking shall be returned to him before there is any division of profits hereunder;

(2) For building up a substantial operating cash reserve of Fifty Thousand Dollars ($50,000.00) which shall be kept intact or substantially so for the purpose of insuring major production and for taking care of emergencies and blocking out ore in

advance of mining it; it being understood and agreed that if any of said operating reserve is used it will be restored as soon as practical, up to the time of termination of operations hereunder; at which time, after payment of all costs, it will be divided equally between Owners and Operator; and

(3) The balance of net profits, over (1) and (2) above, shall be divided equally between Owners and Operator.

In this connection it is agreed that net profits referred to herein shall be defined as the gross value of all ore, concentrates and/or minerals sold from operations hereunder, less ordinary and necessary expenses of operation, including costs of sale, royalties,payable under Exhibit "A" hereto and any modification thereof which may be secured in the future and now existing, direct mining, milling and camp costs, depreciation of facilities acquired by the operation, costs of development, taxes of all kinds imposed against the property or the operation thereof, and reasonable charges for administrative expenses, supervision, etc., directly applicable to the operation and in accordance with accepted accounting practices.

For the purpose of facilitating the accounting and of keeping correct records, it is agreed by Operator hereunder that he or his assigns will keep a separate bank account into which all advancements made by Operator shall be deposited, including all income from operation of said mine, to the end that the record of deposits and the record of checks drawn will show complete receipts and/or expenditures; and all such records of deposits and expenditures will be open for inspection by Owners at all reasonable times.

There is excepted from this last provision that portion of royalty payable under modification Exhibit "A-1" hereto, bearing date of June 11, 1945, or any other modification which requires the payment of proportionate royalties directly to parties of the first part under the original contract of July 23, 1942, being Exhibit "A" hereto.

Operator agrees that he will not later than the 15th day of each calendar month render a monthly report, in writing, one copy to each of Owners hereto,

which said monthly statement shall accurately set forth the total expenditures during the previous calendar month and the total income for the previous calendar month.

Operator agrees to keep mining records such as is customarily done at the mine, which said records shall be open to inspection by Owners at any and all reasonable times. Operator will keep accurate books of account at Fresno or any other location desired, covering all operations of said mine such as is the custom of mine operators, all of which said books and accounts shall be open to Owners for inspection at all reasonable times.

Operator further agrees that he will make a quarterly report, in writing, to Owners showing the net profit from operations hereunder not later than thirty (30) days after the end of each calendar quarter, and with such report Operator shall remit to Owners a check for the Owners' one-half of the net profits secured by operations hereunder as hereinbefore provided.

Owners may at any time go upon said leased premises by themselves or their duly authorized agents to inspect all operations being conducted thereon, to make suggestions and recommendations and to inspect mac inery and equipment being used by Operator.

It is specifically agreed that any mining machinery and/or equipment or personal property placed on said mining premises by Operator, with Operator's money, shall belong to Operator; and Operator may remove the same upon termination of this agreement as hereinafter set out, up to the time when all of Operator's new money has been repaid to him from operations from said mine, at which time all personal property and improvements placed on said mine by Operator shall become a part of the mine equipment and thereafter in event of cessation of operations hereunder, Owners and Operator shall own equally, after all operating costs and obligations have been paid, any money received from the sale of such machinery and/or other personal property and shall be divided equally between Owners and Operator.

Operator shall at all time conduct mining operations at said mine in accordance with good mining practices and in compliance with all laws, governmental rules and regulations, and Operator shall carry industrial compensation

insurance. Operator further agrees that he will not suffer or permit at any time any lien for labor or materials and/or any attachment lien to be filed against said mine; and Operator agrees to save Owners harmless from and indemnify them against any such lien or liens as the case may be. Operator agrees that should any such lien be filed he will pay said charge and cause said lien to be removed within a period of not to exceed sixty (60) days, unless Operator in good faith believes said lien to be unjust; and should Operator determine said lien to be unjust and desires to contest same, Operator may contest said lien upon giving written notice to Owners that he desires so to do; and should such contest result in establishment of such lien then Operator agrees within thirty (30) days after final determination of such contest to pay said lien or liens as the case may be.

Owners will cause to be posted a Notice of Non-Liability at said mine and when so posted Operator agrees to use reasonable diligence to see that said notice is maintained at said mine.

It is specifically agreed herein that this operating agreement is not a partnership and Operator shall incur no bills or obligations directly or indirectly involving the credit or responsibility of Owners; and Operator does further agree to save Owners harmless from and indemnify them against any and all such claims.

It is further agreed that Operator shall employ and discharge all men at the mine; that he shall have complete control of all such operations and that the judgment of Operator in connection with operations of said mine shall be controlling at all times.

It is one of the considerations of this agreement that Owners have special trust and confidence in Operator's ability as a mining engineer and mine operator to operate said mine, but Owners do likewise agree that they will co-operate with Operator in all reasonable ways to the furtherance of procuring major production from said mine; and Owners will make available to Operator maps of the workings of said mine, geological and operating reports, and all other information Owners have and which Operator requests.

Owners do further specifically agree that in the event Operator elects to secure a government loan for the purpose of operating said mine and blocking out additional ore therein, that if required so to do in securing such loan Owners will subordinate their claim or right to participation hereunder to such loan until said loan has been paid.

It is further contemplated and expected that Operator will in the course of preparing for major operations hereunder desire to incorporate said mine and/or to enter into a limited partnership or other agreement providing for permanent operations and in securing additional and required capital; and in this connection Owners consent that Operator may do any of these things, and that Operator may make assignment of this operating agreement for any of the above purposes.

Operator agrees that administrative expenses in connection with the operation of said mine shall not exceed the sum of One Thousand Dollars ($1,000.00) per month up to the time dividends are being paid to Owners and Operator hereunder, at which time it is agreed that administrative expenses may be raised to such an amount as is consistent with the existing operation, the volume of production and the net profit being derived therefrom; and at all times in line with administrative expenses of other mines in the mining industry of similar production and profit.

Operatoragrees that he will perform or cause to be performed the lease Exhibit "A" hereto, and Operator agrees that he will cause to be paid during the life of this operating agreement all taxes on the possessory rights of Owners and Operator hereunder, and upon the improvements and personal property, such taxes to constitute one of the costs of operation hereunder. (State and County taxes for the fiscal year 1947-1948 are to be pro-rated between Owners and Operator as of date of this agreement).

It is recognized by all parties hereto that said mine is at a high altitude and will probably be snowbound for several months during the winter season; and Operator shall not be expected or required to operate during such periods of time as roads are not open and accessible to and from said mine. That when

STATE OF CALIFORNIA) ss.
COUNTY OF FRESNO)

On this 4th day of October in the year one thousand nine hundred and forty-seven, before me, C.L. CLARK, a Notary Public in and for said County and State residing therein, duly commissioned and sworn, personally appeared A.R. MC GUIRE, known to me to be the person described in, whose name is subscribed to and who executed the within instrument, and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County, the day and year in this Certificate first above written.

C.L. CLARK (SEAL)
Notary Public in and for said
County and State

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 6th day of October, A.D., 1947, before me, Lorraine Hunter, a Notary Public in and for said County and State, personally appeared C.F. Madden and D.W. Haggerty, known to me, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal [illegible] day and year in this certificate first above written.

LORRAINE HUNTER (SEAL)
Notary Public in and for said
County and State

My commission expires Dec. 3, 1947.

covenants or conditions on his part to be performed hereunder than Owners may at their option terminate this agreement; but before doing so, Owners must serve on Operator a written notice specifying the default or defaults asserted by Owners and if Operator does not cure said default or defaults within a period of sixty (60) days then Owners may finally terminate Operator's rights hereunder by giving to him final written notice of termination of this agreement. In such event of final termination Operator agrees, subject to his then existing rights and interests in improvements, buildings, and personal property placed on said mining premises by Operator under the terms hereof, to deliver possession of said mine covering mining claims set forth in lease Exhibit "A" hereto to Owners. In the event of such termination prior to repayment to Operator of the capital invested by him, Operator shall have the right to remove all machinery and equipment placed on said mining premises by him, within a period of six months from date of such termination.

Any notice desired or required to be served upon Owners by Operator may be served personally or may be served by placing said notice in an envelope, postage prepaid, addressed to Owners at c/o Beverly Wildshire Hotel, Beverly Hills, California, and placing said envelope in a United States Post Office; and likewise, any notice desired or required to be served upon Operator by Owners may be served personally or may be served by placing said notice in an envelope, postage prepaid, addressed to Operator at 504 Helm Bldg., Fresno, California, and placing said envelope in a United States Post Office.

IN WITNESS WHEREOF, Owners and Operator have hereunto set their hands the day and year in this instrument first above written.

C.F. MADDEN

D.W. HAGGERTY

OWNERS

A.R. MC GUIRE

OPERATOR

roads are accessible and open to and from said mine, Operator will use reasonable diligence in operating said mine so as to secure the maximum production of tungsten and other minerals consistent with safe mining practices and subject to available machinery and equipment, taking into consideration also the price of tungsten and/or other minerals recovered from said mine and the cost of production. It is further expressly agreed that Operator shall not be required to operate at all should the price of tungsten drop to or below the price specified in lease Exhibit "A" hereto or any modification thereof.

It is agreed hereunder that Operator may terminate operations hereunder at any time, should Operator deem such operations unprofitable, or for any other reason, provided that Operator must give to Owners written notice at least sixty (60) days in advance of such termination so that Owners may upon such termination be prepared to protect their interests. Upon such notice of termination and the expiration of sixty (60) days thereafter, Operator shall be relieved from all further responsibility hereunder and all further obligation to perform the mining lease Exhibit "A" hereto or any modification thereof, and shall be responsible only for defaults, if any, which may have occurred up to the date of termination of operations hereunder.

It is recognized and agreed by Owners and Operator that Exhibit "B" hereto was made as of the 30th day of June, 1946, and that there have undoubtedly been some changes, and/or disappearances of assests; and it is agreed that Operator shall have until the 1st day of November, 1947, to make a corrected inventory of Exhibit "B" hereto; which corrected inventory shall be in writing, certified to be correct and signed by Operator, a copy of which said inventory shall be transmitted to Owners; and each of the parties hereto shall attach a corrected copy of said inventory Exhibit "B" hereto to this agreement, Should Owners have any objections to such corrected inventory Exhibit "B" hereto, they must make their objection within fifteen (15) days from receipt thereof whereupon Owners and Operators must thereafter get together and determine upon the correctness of Exhibit "B" hereto.

Should Operator fail, refuse or neglect to perform any of the terms,

COPY

EXHIBIT "A"

THIS INDENTURE made and entered into this 23rd day of July, 1942, by and between J.E. Cobb and Ruby L. Cobb, his wife, both of Fresno, Fresno County, California, and J.A. McDougald and Matilda M. McDougald, his wife, both of Madera County, California, parties of the first part; and C.F. Madden and D.W. Haggerty of Tonopah, Nevada, parties of the second part,

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars ($10.00) to the parties of the first part in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, and upon the further consideration of the payments, covenants and agreements hereinafter set forth and reserved by the parties of the second part to be paid, kept and performed, the parties of the first part hereby grant, sell and convey unto the parties of the second part, their heirs, successors and assigns, the Strawberry No. 1, Strawberry No. 2, Strawberry No. 3, Strawberry No. 4, Strawberry No. 5, Strawberry No. 9, Strawberry No. 10 and Strawberry No. 11 lode mining claims situate in Jack Ass Mining District, Madera County, California, to have and to hold unto said parties of the second part, their heirs, successors and assigns.

A.

In consideration of the foregoing grant and conveyance, the parties of the second part covenant and agree as follows:

1. To pay to the parties of the first part, their heirs, successors and assigns, upon the execution hereof, the sum of One Thousand Dollars ($1,000.00).

2. To pay to the parties of the first part, their heirs, successors and assigns, the sum of One Thousand Dollars ($1,000.00) per month commencing on the first day of September, 1942, and continuing such monthly payments until such time as a mill shall be placed in operation upon or in the vicinity of said mining claims, for the treatment of ores to be extracted from said mining claims, and payments commence under the provisions of Par. 3 next succeeding. The minimum payments to the parties of the first part under the provisions of this paragraph and Par. 3 next succeeding shall be $1,000.00 per month until June 1, 1943. Said mill tobe erected if and when ores

sufficient to justify the same are developed upon the mining claims hereinbefore described. Said mill shall be erected for the purpose of treating tungsten ores and shall have a minimum capacity of fifty tons per day.

3. If and when said mill shall be erected and placed in operation, then and thereafter the parties of the second part for themselves, their heirs, successors and assigns, covenant and agree that they will pay to the parties of the first part fifteen percent (15%) of the net sales price of all ores or concentrate product thereof which shall be mined from the above described mining claims, net sales price being defined as the amount of money which the parties of the second part shall receive from the sale of ores or concentrates after deducting actual cost of transportation and refining thereof and the actual cost of sale. Payment of said "15%" shall be made monthly on or before the 20th day of each calendar month for all ores or concentrates sold during the previous calendar month.

4. The parties of the second part, with all reasonable dispatch after the execution hereof, shall enter in and upon the above described mining claims and work, mine, explore and develop the same. Such mining, exploration and development to be done with reasonable diligence so as to extract the greatest amount of ore possible from said mining claims with due regard to the preservation of the premises as workable mines.

5. To conduct all mining operations in a proper, skillful and minerlike fashion and in a manner necessary to good and economical mining, and to work steadily and diligently unless prevented by labor strikes, scarcity of labor, extraordinary mining casualty, inability to obtain necessary machinery, tools, or supplies, acts of God, or conditions beyond their control, or when prevented by weather or weather conditions.

6. To well and sufficiently timber all mine workings in the premises where proper in accordance with good mining and to maintain such timbering.

7. To permit the parties of the first part and their agents or representatives to have access to all workings upon the mining claims above described for the purpose of sampling and testing the value of any and all ores that might be disclosed in any of the workings or which are lying upon dumps or which are being mined and milled, and for the purpose of inspection and

surveying, and to inspect the milling plant and the operations thereof and all metallurgical data and information, including all way bills, shipping receipts, smelter, reduction or sales returns, to the end that the parties of the first part may at all times be advised of all operations of or concerning said mining claims and milling plant.

8. To promptly pay for all labor, material and supplies used and employed upon said mines and mining claims or in connection with their operations, either mining or milling, or in the erection of such mining or milling plant, equipment or machinery as may be erected thereon.

9. To keep said premises and the whole thereof free and clear of all liens and encumbrances; to monthly on or before the 15th of each calendar month provide the parties of the first part with copies of all settlement sheets or returns from the sale of any ores or concentrates or any other product of said mines.

10. To provide full and adequate insurance to cover all workmen from industrial accidents so as to fully and in all respects comply with the laws of the State of California in that regard.

11. To perform during each year hereafter and complete on or before thirty days prior to July first of each year, sufficient work, labor or improvements on said mining claims so that in each year there will have been performed or placed upon said mining claim sufficient labor and improvements to constitute valid annual assessment work required to hold said mining claims under the laws of the United States.

13. To pay at all times all taxes that might be levied and assessed against said mining claims, the product thereof or any improvements or equipment placed thereon.

B.

The parties of the second part may surrender their rights under the terms of this indenture at any time, upon giving fifteen (15) days written notice of their intention so to do and thereupon and thereafter they shall be under no further liability to make any further payments to the parties of the second part, their heirs, successors or assigns. Upon giving such notice

they shall execute and deliver a deed of reconveyance reconveying said mines and mining claims to the parties of the first part or to their heirs, successors or assigns, and the parties of the second part covenant and agree that at the time of the execution of such reconveyance said mines and mining claims shall be free and clear of all liens and encumbrances.

C.

In the event of Surrender by the parties of the second part of their rights hereunder, or in the event of termination or forfeiture of their rights hereunder as hereinafter provided, the parties of the first part shall have the right for a period of sixty (60) days after notice of such surrender or sixty (60) days after termination and forfeiture, to purchase all or any part of the mining and milling machinery, mill, plant and equipment placed upon the premises by the parties of the second part for fifty percent (50%) of the cost thereof to the parties of the second part. If the parties of the first part shall fail or neglect to exercise their option to purchase such mining and milling machinery, mill, plant and equipment, within such sixty-day period, then the parties of the second part shall have the right to remove the same, if such removal takes place within sixty days thereafter; provided, however, that if it is impractical to remove said property or equipment during such period by reasnn of weather or weather conditions, scarcity of labor or labor strikes or other causes or conditions which are beyond the control of the parties of the second part, then such time shall be extended for a period of sixty days after such conditions shall have ceased.

If the parties of the second part shall fail to remove the mining and milling machinery and mill, plant and equipment within said period or periods, then the same shall become the property of the parties of the first part.

D.

The parties of the first part agree that there is included in the mining claims here conveyed all mining claims which they own in the immediate vicinity of and adjacent to the claims above described. The parties of the first part and/or the second part contemplate the location and acquisition of fractional mining claims in the vicinity of those above described and mill sites in connection with and as adjuncts to the mining claims above described. In the event of such acquisition such mining claims and mill

sites, including all water rights which may be acquired or which are appurtenant to the mill sites, shall on surrender of the rights of the parties of the second part hereto, or in the event of forfeiture of their rights hereunder, belong to and be the property of parties of the first part.

E.

The payment of the sum of One Thousand Dollars ($1,000.00) on the execution hereof and the payments of One Thousand Dollars ($1,000.00) per month during the period prior to the erection and operation of the mill shall be deemed to be advance payments on account of the "15%" payments from the proceeds of sales herein provided and shall be deducted from such payments until the sum shall have been fully absorbed; provided, however, that not more than one-half of the "15%" payments shall be deducted in any one month.

F.

It is understood and agreed between all of the parties hereto that J.E. Cobb and his wife, Ruby L. Cobb are entitled to one-half of all of the payments made under the terms hereof and that they are the owners of one-half of all benefits which may accrue under the terms hereof, and similarly, that J.A. McDougald and his wife, Matilda M. McDougald, are entitled to one-half of all of the payments made under the terms hereof and that they are the owners of one-half of all benefits which may accrue under the terms hereof.

G.

It is agreed between the parties that all payments made under the terms hereof shall be made at the First National Bank of Madera and that a copy of this agreement will be deposited with said bank for its instructions.

H.

In the event the parties of the second part shall be compelled to suspend operations because of labor strikes, scarcity of labor, extraordinary mining casualty, inability to obtain necessary machinery, tools or supplies or when operations are prevented by weather or weather conditions, acts of God or conditions beyond the control of the parties of the second part, then no payments shall be required to be made during such suspension period.

I.

It is agreed between the parties hereto that if the market price of tungsten shall fall below $14.00 per unit that the parties of the second part

may at their option suspend operations and in such event they shall be relieved of all payments during the suspension period and until such time as the market price of tungsten attains, for a period of thirty (30) consecutive days, a value of $14.00 per unit, whereupon operations shall be resumed.

J.

In the event the parties of the second part should fail or neglect to perform either or any of the covenants or agreements hereinabove set forth or shall fail or neglect to make any payments herein provided and such default or defaults continue for a period of thirty days after written notice thereof to the parties of the second part, then all the rights of the parties of the second part to the mining claims herein above described shall forfeit and be vested in the parties of the first part, their heirs, successors and assigns and said parties of the first part may thereupon and without any further notice, enter into and upon said mining claim and mill sites, take possession thereof and dispossess all persons therefrom.

K.

It is agreed that either or any of the parties hereto shall have the right to assign, sell or otherwise convey any rights that they have under the provisions hereof; provided, however, that if the parties of the second part should assign or convey, then the purchaser shall agree in writing that they or it will assume the performance of all obligations of the parties of the second part to the terms hereof.

L.

Notices, if and when required or provided for herein, shall be given to the parties of the first part, J.E. Cobb and Ruby L. Cobb, his wife, by mailing the same to them addressed: Fresno, Route 1, Box 574-B, State of California; and to the parties of the first part, J.A. McDougald and Matilda M. Mc Dougald, his wife, at Star Route, Box 6, Fresno, California; and to the parties of the second part by addressing them in care of J.C. Perkins, Tonopah, Nevada. All notices shall be by registered mail, postage prepaid.

M.

It is agreed between the parties hereto that the mill, if and when erected, shall not be used for the treatment of custom ores without the written consent of the parties of the first part first had and obtained.

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

J.E. COBB

RUBY L. COBB

J.C. MC DOUGALD

C.F. MADDEN

D.W. HAGGERTY

EXHIBIT "A"-2"

THIS AGREEMENT, made this 30th day of April, 1947, by and between D.W. HAGGERTY and C.F. MADDEN, copartners, the first parties, and J.E. COBB and J.A. MC DOUGALD, the second parties:

W I T N E S S E T H:

THAT, WHEREAS, the first parties are the lessees and the second parties are the lessors of that certain tungsten mining property located in the County of Madera, State of California, and known as the Strawberry Tungsten Mine; and

WHEREAS, the first parties are indebted to the second parties in the sum of $14,152.36 under and by virtue of said lease, and said parties are desirous of working out a solution for the payment of said sum to the second parties.

NOW THEREFORE, in consideration of the mutual covenants, agreements and promises on the part of the parties hereto to be performed, and in further consideration of the first parties paying to the County of Madera, State of California, the county taxes on said Strawberry Tungsten Mine in the sum of $9,750.23, and also in further consideration of the first parties paying the Metals Reserve Company a balance due said company in the sum of $12,535.03, and in further consideration of the first parties agreeing to use their best efforts to place said Strawberry Tungsten Mine in operation, the parties agree as follows:

1. The first parties agree that they will use their best efforts to place said Strawberry Tungsten Mine in operation as soon as can reasonably be done, and when the first parties shall have received from the operation of said Strawberry Tungsten Mine the sum of $192,000.00 in profits, then the second parties are to receive profits thereafter until the sum of $14,152.36 shall have been paid them in full.

2. In the event it becomes necessary to salvage the plant at said Strawberry Tungsten Mine and said sum of $14,152.36 has not been fully paid to the second parties, it is understood and agreed that the second parties are

to participate in the proceeds derived from the salvaging of said plant up to the amount of the unpaid balance then due them.

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

D.W. HAGGERTY - C.E. MADDEN

BY D.W. HAGGERTY (SIGNED)
First Parties

J.E. COBB (SIGNED)

J.A. MC DOUGALD (SIGNED)
Second Parties

FILE COPY
SURNAME:

Selfridge

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

February 12, 1953

Memorandum

For: The Docket

From: G. C. Selfridge

Subject: Docket No. 2456 - Tungsten
A. R. McGuire
Strawberry Tungsten Mine
Madera County, California

A Mr. Savage of American Tungsten Associates telephoned today, February 12, 1953, to discuss the subject application. He stated that Mr. D. D. Baker, who had been managing the Strawberry Mine and handling the application, had gone to Korea leaving further transactions with Mr. Savage.

He asked about the application and was told that it had been transferred to the inactive file and that a new one would be required. Parts of our letter of December 3, 1952, to Mr. A. R. McGuire were read to him. Apparently he was not aware that such a letter had been written.

Mr. Savage stated that previous suggestions by Washington concerning exploration were acceptable and that incorporation and Consent to Lien difficulties had been overcome. He explained that the company was anxious to get started. The writer assured him that processing of the application would start as soon as it was received, and explained that it would not be necessary to duplicate usable information contained in the old application.

George C. Selfridge
Special Assistant

GCSelfridge/pa 2-12-53

cc: Admin. Reading File
Mails & Files
G. C. Selfridge
Rm. 3538

FILE COPY
SURNAME:

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

Rutledge
Selfridge

DEC 3 1952

Mr. A. R. McGuire
Strawberry Tungsten Mine
1739 Terrace Avenue
Fresno 3, California

Re: Docket No. 2456 - Tungsten
A. R. McGuire
Strawberry Tungsten Mine
Modoc County, California

Dear Mr. McGuire:

Reference is made to the subject application for exploration which was received March 31, 1952. On May 1, 1952, after a review of the information submitted, we requested additional data which were needed before the application could be processed.

This information was not received and on July 9, 1952, we inquired if you were still interested in exploration assistance and when the information could be expected. On July 21, we received a letter from David D. Baker dated July 15, 1952, in which he stated that the formation of the new corporation was taking longer than expected, but that a revised application containing the information requested probably would be submitted within a week or ten days.

However, on October 1, 1952, when neither the revised application nor the requested information had been received, we sent you a letter containing the following: "If we have not received further word from you concerning your intentions by November 1, 1952, we shall assume that you do not intend to proceed with the application, and we shall remove it from our active files and consider the matter closed."

On October 28, 1952, we received your telegram of October 27, 1952, in which you advised that a new corporation had been formed, one of the subordination agreements had been secured, it was expected the other subordination agreement would be secured within a week, and we were requested to keep the application open until we heard from the officers of the new corporation.

To date, we have not received any communication from the new corporation. Because (1) a revised application is needed which will be

submitted by the new corporation, (2) of the change in ownership, and (3) of the long delay in submission of pertinent data, we are transferring the subject application to the inactive file.

Mr. A. J. Jessen, President, Strawberry Tungsten Mines, Inc., is being advised of this action and informed that the data contained in the original file will be available when a new application is submitted.

Sincerely yours,

(signed) FRANK E. JOHNSON (fw)

Acting Administrator

S.H.
12-3-52

FARutledge'lm
12/3/52

cc: Admn. Reading File
Docket
R. W. Geehan, USBM
D. M. Lemmon, USGS
Field Team Reg. III
G. C. Selfridge
F. A. Rutledge

FILE COPY 400
SURNAME:

Rutledge
Selfridge

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

DEC 3 1952

Mr. A. J. Jessen, President
Strawberry Tungsten Mines, Inc.
1739 Terrace Avenue
Fresno 3, California

Re: Docket No. 2456 - Tungsten
A. W. McGuire
Strawberry Tungsten Mine
Madera County, California

Dear Mr. Jessen:

The referenced application is being transferred to our inactive files without prejudice and the docket closed for the following reasons:

1. A change in the control of the property.

2. Prolonged delay in submission of pertinent data.

3. Necessity for submission of revised application.

The data contained in the subject docket will be available if a revised application is submitted.

For your convenience in submitting an application, we have enclosed copies of form MF-103, Application for Aid in an Exploration Project, Pursuant to DMEA Order 1, under the Defense Production Act of 1950, as amended, and two sets of form MF-203, Owner's Consent to Lien. Please return four copies of the former and six copies each of the latter.

Sincerely yours,

SIGNED

Acting Administrator

S.H. 12-3-52

Enclosures

FARutledge'lm
12/3/52

cc: Admn. Reading File
Docket
R. W. Geehan, USBM
R. M. Lemmon, USGS
Field Team Reg. III
G. C. Selfridge
F. A. Rutledge

STRAWBERRY TUNGSTEN MINES, INC.
TELEPHONE 7-2901
1739 TERRACE AVENUE
FRESNO 3, CALIFORNIA

gcl 10/31/52

October 27, 1952

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 31 1952

G. C. Selfridge, Chief
Defense Minerals Exploration Administration
Washington 25, D. C.

Dear Sir:

In reply to your letter of October 1, 1952, I have forwarded today the following wire:

> Re: Docket No. DMEA 2456. As stated in letter of transmittal accompanying application a corporation by the name of Strawberry Tungsten Mines, Inc. has been completed to which all of the assets of the Strawberry Tungsten Mine have been transferred. The corporation has already secured one of the necessary subordinations and expects to have the other one this week. Please keep the application in your active file, at least until you hear from the officers of the new corporation. A. J. Jessen, manager of the Fresno branch of the Security First National Bank is the president and Paul L. Johnson is the Secretary-Treasurer. Mr. Baker the general manager is at the mine preparing for longer winter operation than heretofore.

Yours very truly,

A. R. McGUIRE

ARM:jm
Enclosure

Tuhgs'e Mine Firm Files Co orate Papers In Reorganization Plan

The articles of incorpartion of the Strawberry Tungsten Mines, Inc. have been filed with the county clerk in what is described as a reorganization of several interests into one corporation.

A. J. Jessen of Fresno, one of the directors, said the mine, the second largest tungsten producer in California, formerly was owned and operated by separate interests which are merged in the new corporation.

The articles contemplate the mining of gold, silver, lead, zinc, iron oil, and coal and other minerals as well as tungsten. A total of 5,000 shares of stock without par value will be issued.

The directors are W. R. Farrell of 810 Indianapolis Avenue, Paul L. Johnson of 2310 South Clovis Avenue, Jessen, vice president and manager of the Fresno branch, Security First National Bank; D. W. Haggerty, Van Nuys, and Earl C. Weiss, Los Angeles.

CLASS OF SERVICE

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

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1220

(43)

SYMBOLS

DL=Day Letter

NL=Night Letter

LT=Int'l Letter Telegram

VLT=Int'l Victory Ltr.

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

WP111 PD=FRESNO CALIF 27 121P=

10/28/52

1952 OCT 27 PM 4 44

:J C SELFRIDGE CHIEF=

:DEFENSE MINERALS EXPLORATION ADMN=

RE DOCKET NO 2456 AS STATED IN LETTER OF TRANSMITTAL ACCOMPANYING APPLICATION A CORPORATION BY THE NAME OF STRAWBERRY TUNGSTEN MINES, INC. HAS BEEN COMPLETED TO WHICH ALL THE ASSETS OF THE STRAWBERRY MINE HAVE BEEN TRANSFERRED. THE CORPORATION HAS SECURED ONE OF THE NECESSARY SUBORDINATIONS AND EXPECTS TO GET THE OTHER THIS WEEK. THE CORPORATION DEFINITELY INTENDS TO GO THROUGH WITH THE APPLICATION. PLEASE KEEP IT IN YOUR ACTIVE FILE AT LEAST UNTIL HEARING FROM THE PROPER OFFICERS OF THE NEW CORPORATION. A. J. JESSEN, MANAGER OF THE FRESNO BRANCH OF THE SECURITY FIRST NATIONAL BANK IS THE PRESIDENT AND PAUL L. JOHNSON IS SECRETARY-TREASURER. MR BAKER THE GENERAL MANAGER IS AT THE MINE PREPARING FOR LONGER WINTER OPERATION THAN HERETOFORE=

A R MCGUIRE=

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 28 1952

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

-500

UNIT[illegible]ATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 10-28-52

REFERRED TO:

1. Code 400-Am. 3538
2. ----------
3. ----------
4. ----------

FOR:

---------- Action	---------- Recommendation
---------- Approval	---------- Record of ----------
---------- Comment	---------- Referring to ----------
---------- Conference	---------- Reply for signature of ----------
---------- Consideration	---------- Rewriting
---------- Filing	---------- Signature
---------- Instructions	---------- Suggestions
---------- Investigation	---------- Your information
---------- Initials	
---------- Mailing	
---------- Previous correspondence	

REMARKS: ----------

Check (X) before the items needing attention.

Adams (AL)
Initials of sender

GPO 16—63815-1

OCT 28 6 54 AM '52
BUREAU OF MINES
MAIL ROOM
WASHINGTON, D. C.

FILE COPY
SURNAME:

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

Chapman
Selfridge
Mutterson

OCT 1 1952

Mr. A. R. McGuire
Strawberry Tungsten Mine
1739 Terrace Avenue
Fresno 3, California

Re: Docket No. DMEA 2456 - Tungsten
Strawberry Tungsten Mine
Madera County, California

Dear Mr. McGuire:

We have your letter of July 15, 1952, at hand advising us that you intended to proceed with your application, but it was being held up due to some local complications.

You also advised us in the above letter that you would send us a revised application along the lines suggested in our letter of May 1, 1952.

If we have not received further word from you concerning your intentions by November 1, 1952, we shall assume that you do not intend to proceed with the application, and we shall remove it from our active files and consider the matter closed.

Sincerely yours,

George C. Selfridge

G. C. Selfridge, Chief
Iron and Ferro-Alloy Division

10-1-52

TLChapman'lm
10/1/52

cc: Admn. Reading File
Docket
R. W. Geehan, USBM
D. M. Lemmon, USGS
Field Team Reg. III
G. C. Selfridge
T. L. Chapman

FRESNO MINING COMPANY
TELEPHONE 7-2901
1739 TERRACE AVENUE
FRESNO 3, CALIFORNIA

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 21 1952

July 15, 1952

Mr. C. O. Mittendorf
Acting Administrator
Defense Minerals Exploration Administration
Washington 25, D. C.

Re: Docket No. DMEA 2456
Tungsten - Strawberry
Tungsten Mine, Madera
County, California

Dear Mr. Mittendorf:

In the absence of Mr. McGuire who is out of town for about a week I am answering your letter of July 9, 1952. The Strawberry Mine has every intention to proceed with the application for an exploration program but because of certain local complications it was concluded that we should hold the matter in abeyance until after the organization of the corporation which is to be formed within the next week or two.

Actually, formation of the corporation has required considerably longer than anticipated.

Unless some unforeseen difficulty arises a revised application patterned along the lines suggested in your letter of May 1st will be submitted within the next week or ten days.

Very sincerely yours,

David D. Baker

DAVID D. BAKER

DDB:jm

FRESNO MINING COMPANY
TELEPHONE ~~4-3828~~
~~414-415 BRIX BLDG.~~
FRESNO 1, CALIFORNIA

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 21 1952

Hello Matt —

I'm sorry all the delay has occurred in getting the Strawberry organized — but actually no great harm has been done since we have had so much work to do repairing the snow damage that we won't be in shape to start the exploration program until about Aug 1 anyway — We will hit it hard when we do get started. Best regards, Dave

FILE COPY
SURNAME:

Selfridge.

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

JUL 9 - 1952

Mr. A. R. McGuire
Strawberry Tungsten Mine
1739 Terrace Avenue
Fresno 3, California

Re: Docket No. DMEA 2456 -
Tungsten
Strawberry Tungsten Mine
Madera County, California

Dear Mr. McGuire:

More than two months have passed since writing you requesting additional information in regard to the subject application. To date we have had no word from you. Will you please advise us whether or not you intend to proceed with the application? We shall appreciate hearing from you at your earliest convenience.

Sincerely yours,

C. O. Mittendorf (for) 7/9

Acting Administrator
Defense Minerals Exploration
Administration

GCSelfridge:ls 7/8/52

CC: Admn. Reading File
Docket
G. C. Selfridge
Field Team, Region 3
D. M. Lemmon, USGS
R. W. Geehan, USBM

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

13771

REFERENCE SLIP

DATE 7-22-52

REFERRED TO:

1. ~~Guy Ford Dm 3538~~
2.
3.
4.

FOR:

.....Action	.....Recommendation
.....Approval	.....Record of.....
.....Comment	.....Referring to.....
.....Conference	.....Ready for signature of.....
.....Consideration	.....Rewriting
.....Filing	.....Signature
.....Instructions	.....Suggestions
.....Investigation	.....Your informtion
.....Initials	
.....Mailing	
.....Previous correspondence	

REMARKS:

Check (X) before the items needing attention.

Adams (bl)
Initial of sender

INT.-DUP. SEC., WASH., D.C.

Strawberry Tungsten Mine DMEA 2456-W.
11 unpat. claims, Strawberry group, Sec. 25, T. 4 S., R. 24 E.,
Secs. 30, 31 T. 4 S., R. 25 E., M.D.B.M. Madera Co., Calif.

I

New shaft & level 150' below present working level of No. 1 mine to connect No. 1 to No. 5 working, x-cut to No. 2 open pit deposit, D.D. to offset ore between 1 & 5 workings.
50' x-cut, 90' raise, sink 230' + pocket sump, 1000' drifting & crosscutting + 5,000' D.D. $132,

II No. 4 mine.
a. sink No. 1 shaft, drift to No. 5 mine, drive 1800' drift to offset No. 1 ore bodies. $123,900
or b. new mine with 1½ miles of roads, sink shaft. Would need new plant. $130,000

No. 1
Drift 30 ft, raise shaft 50.00, shaft 200.00 ft. raise @ $25.00, D.D. 5.00/ft. skip, pocket $5,000.00

No. 4.
raise shaft $50/ft, sink shaft 200.00/ft, drift cross cut 30.00, raises @ $25/ft. D.D. $5,000 @ 5/ft.
Road $5,000, surface plant $10,000. $123,900

Average expense at 50 ft for shaft + 11 ft drift, raise & crosscutting

Drifting 30.00 & x-cutting	Raise 50.00	Raise 25.00	Shaft 200.00
50	50	800	230
1000	75	800	200
830			
1880	125	1600	430
or + 1800	95		200
3680	500	1600	1830

+ 10,000' drilling @ 5.00/ft + skip pocket $5,000?

OVER

FILE COPY
SURNAME:

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

Sellmeyer
Hoffland

MAY 1 1952

Mr. A. R. McGuire
Strawberry Tungsten Mine
1739 Terrace Avenue
Fresno 3, California

Re: Docket No. DMEA 2456 - Tungsten
Strawberry Tungsten Mine
Madera County, California

Dear Mr. McGuire:

Your application for exploration assistance now has been reviewed and we have noted the following:

(1) The information does not include the page and volume number in which each mining claim is recorded. This should be supplied to us.

(2) The application was not accompanied by the necessary "Consent to Lien" forms. The indenture dated July 23, 1942, was not signed by Matilda M. McDougald, and the amendment to this indenture dated April 30, 1947, was not signed by either Ruby L. Cobb or Matilda M. McDougald. Although it is preferable to have the documents signed by the wives, they are acceptable in their present form if the "Owner's Consent to Lien" forms are signed by J. E. Cobb and his wife and J. A. McDougald and his wife. Please return to us six completed copies each of the enclosed "Consent to Lien" forms executed by Mr. Cobb and his wife and by Mr. McDougald and his wife. Please leave the line for date of contract blank.

In case it should be impossible for you to secure the executed "Consent to Lien" forms, it may be possible that the Government would waive this requirement if you would guarantee repayment of the loan as outlined under Article 10 of the enclosed contract form. This would require that you furnish acceptable evidence of financial responsibility and ability to repay the Government.

(3) The indenture dated July 23, 1942, as amended, permits the assignment by Haggerty and Madden of any of their rights under it, if the assignee assumes all the obligations under the indenture. Under the document dated October 5, 1947, you do not assume any obligation to the Cobbs or McDougalds. Furthermore, it appears that another transfer of rights in the land is contemplated by you to a corporation in the process of being formed. In view of these facts, the written consent of the Cobbs and McDougalds to the transfer of interests in the land must be obtained.

(4) In the amendments to the lease you have made acknowledgments of indebtedness. Will you please inform us whether or not the indebtedness has been paid? If it has not, what arrangements have been made to pay it? We would also appreciate having a financial statement by either you or the projected corporation, whichever is to be the applicant.

For the present the above takes care of the legal aspects of your application.

The review of the work proposed in the application shows that part of it at least is primarily for production rather than exploration. Under exploration, the Government participates only in the minimum size of workings that must be driven for exploration and in more or less temporary and salvageable fixtures and installations.

Under Item 6 of the application, the Government could not participate to the full amount shown under ore bin, head frame, and probably compressor and hoist houses. However, the Government has no objection to larger size workings or more costly permanent fixtures, installations, and improvements, provided the company assumes such excess cost in its entirety. In reality, the entire matter could be simplified by the company eliminating fixtures and improvements of a permanent nature from its application, if this is feasible.

Under Item 5 of the application, a list of equipment is given which includes compressors, mechanical shovels, pneumatic machines, Diesel engines, and mine cars. Will you please indicate which of these various items are to be used for the benefit of the exploration project and give the fair market value of each?

Under Item 6 we would also need a breakdown with regard to the size and quantity of the items for mine cars and rail, ventilation fan and tubing, diamond drill, and drills.

Commenting further on the proposed exploration in your application, we suggest a modified project because of its partly development nature. This is as follows:

(1) Drift 50 feet to the west from the 70-foot level to shaft site.

(2) Raise shaft 90 feet to surface.

(3) Sink shaft 230 feet as proposed.

(4) Crosscut 1,000 feet to the east granite contact to explore the projected position of the No. 2 open pit deposit and to the south to come in under the No. 5 mine workings.

(5) Raise the required distance to the bottom of the open pits.

With regard to the proposed work to explore the downward extension of the No. 4 orebodies, we are definitely not in favor of driving the long crosscut between the No. 5 workings and the No. 4. For the present we suggest that the No. 4 workings be explored by drilling in the aggregate of between 1,500 to 2,000 feet of diamond drilling. Depending upon the results of the drilling, the contract can be amended, if warranted, to take care of additional exploration as suggested by the drilling. One thing must be kept in mind and that is, should the ore continue below the new proposed level, then a shaft station and hoist would have to be installed anyway.

If the suggested program meets with your approval, will you please so inform us and provide us with the information noted above? Costs should be figured on raises approximately 4' X 7' in the clear, all ½-compartment shaft, and drifts or crosscuts approximately 6' X 7½' in the clear if a large shovel is to be used.

The prices you have quoted for the exploration work are high because of the amortization of the equipment in a period quite short of its useful life. If you are going to submit a unit cost figure, this should be substantiated by a breakdown of the costs that go to make up the figure.

You request the right to put shaft sinking and drifting on contract if such becomes advisable to expedite the project. If this refers to contract labor, then please supply us with the per foot cost at which the labor will be contracted.

Sincerely yours,

C. O. Mittendorf (fw) 5/1

Acting Administrator
Defense Minerals Exploration
Administration

Enclosures

Copy to: G.C. Selfridge
D. M. Lemmon, USGS
R. W. Geehan, USBM

Copy to: Docket
Admn. Reading File
Field Team, Region 3

GCSelfridge:ls 4/23/52

140

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

Return to Selfridge

April 21, 1952

Memorandum

To: G. C. Selfridge

From: Chief Counsel

Subject: Docket No. DMEA-2456, Strawberry Tungsten Mine, A. R. McGuire

This responds to your memorandum dated April 11, requesting that we review the MF-100 form and the papers attached thereto in connection with the subject docket.

1. Recording data must be obtained indicating the page and volume in which each mining claim is recorded.

It is noted that the indenture dated July 23, 1942, was not signed by Matilda M. McDougald, and the amendment to this indenture dated April 30, 1947, is not signed by either Ruby L. Cobb or Matilda M. McDougald. Although it is preferable to have the documents signed by the wives, they are acceptable in their present form if Owner's Consents to Lien forms are signed by J. E. Cobb and his wife, and J. A. McDougald and his wife.

The document dated October 6, 1947, under which A. R. McGuire possesses the property is an Operating Agreement, and provides for equal sharing of profits. It permits McGuire to mine for so long as there is mining to be done. The indenture dated July 23, 1942, as amended, permits the assignment by Haggerty and Madden of any of their rights under it, if the assignee assumes all the obligations under the indenture. McGuire does not assume any obligation to the Cobbs or McDougalds. Furthermore, it appears that a further transfer of rights in the land is contemplated by McGuire to a corporation in the process of being formed. In view of these facts, the written consent of the Cobbs and McDougalds to the transfer of interests in the land to the corporation must be obtained.

2. In view of the acknowledgments of indebtedness made by McGuire in the amendments to the lease, the applicant should be requested to indicate payment of the obligations acknowledged in the amendments to the lease, and in addition, to submit a financial statement in the name of the applicant indicating an ability to finance the Operator's obligation under the contract with the Government. If this information is furnished, and is satisfactory, the stock ownership and other corporate information is not essential.

J. L. Hofflund
J. L. Hofflund
Chief Counsel

Copy retained 400

FILE COPY
SURNAME:

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

John L. Hofflund, Chief Counsel, DMEA

April 11, 1952

Iron and Ferro-Alloy Division, DMEA

Review of leases: Docket No. DMEA 2456 - Tungsten
A. R. McGuire
Strawberry Tungsten Mine
Madera County, California

Attached are Form MF-100 and copies of a number of leases and/or exhibits submitted by the subject applicant. Will you please review them and give me your comments thereon?

I have noted that there is no time limit given in the original ~~letters~~ leases, and that the lessees call themselves owners in the lease and operating agreement. No subordination agreements were submitted but I shall request them signed by the Cobbs, the McDougalds, and Haggerty and Madden, if this is the correct procedure.

You will note that the lessees under the original lease have been in financial difficulties at times. At present the Strawberry Tungsten Mine is operated by the Fresno Mining Company, with which Mr. McGuire is associated. No information concerning the financial status of his company was given in the Form MF-100. Neither were any of the officers, directors, or partners named. What information should we request in regard to this matter?

At the present time attorneys are working on the plans for a corporation to which all of the mining claims and all of the personal property and equipment of the Strawberry Tungsten Mine will be transferred, and when completed, the above-mentioned corporation (no name as yet) will be the vehicle instead of the undersigned, A. R. McGuire.

George C. Selfridge

G. C. Selfridge, Chief
Iron and Ferro-Alloy Division

Attachments

GCSelfridge:ls
4/11/52

cc: Admn.Reading File
Docket
G. C. Selfridge

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 14 1952

John L. Hofflund, Chief Counsel, DMEA April 11, 1952

Iron and Ferro-Alloy Division, DMEA

Review of leases: Docket No. DMEA 2456 - Tungsten
A. R. McGuire
Strawberry Tungsten Mine
Madera County, California

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George C. Selfridge

G. C. Selfridge, Chief
Iron and Ferro-Alloy Division

Attachments

GCSelfridge:ls
4/11/52

cc: Admn.Reading File
Docket
G. C. Selfridge

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
DENVER
APR 14 1952

Form MF-100
(May 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Form approved.
Budget Bureau No. 42-R1026.

GENERAL TECHNICAL DATA FOR USE UNDER THE DEFENSE PRODUCTION ACT OF 1950

NOT TO BE FILLED IN BY APPLICANT

Docket No. DMEA-2456

Date received 3-31-52

A. R. McGuire, Operating
"STRAWBERRY TUNGSTEN MINE"
1739 Terrace Avenue
Fresno 3, California

Name and address of applicant

Date March 26, 1952

INSTRUCTIONS

This form is to be filed with Defense Minerals Administration, Department of the Interior, Washington 25, D. C. It should be accompanied by appropriate application form when a specific type of Government assistance is requested, in the form of (1) loan, (2) purchase contract, (3) Government guarantee of a private loan, (4) priorities or allocation of mining equipment, and maintenance, repair and operating supplies, and (5) other forms of Government assistance that might arise under the Act. Submit four (4) signed copies of the form and accompanying papers. Name and address should be stamped or typed on each sheet of this form and all accompanying papers. *When a question is inapplicable it should be so stated on the form.* Additional sheets may be attached in answering any questions or in supplying additional information. (IF YOU CANNOT ANSWER A QUESTION, SO STATE.) If a question is answered elsewhere indicate where answered. It is not necessary to answer it again.

GENERAL TECHNICAL DATA

Supply the following information on separate sheets, arranged, numbered, and lettered as indicated:

1. Materials produced:
   (*a*) What are the chief mine, mill, or smelter products?
   (*b*) What are the byproducts, if any?
2. Name(s) and type(s) of mine(s), mill(s), smelter(s), refinery(ies), pit(s), quarry (ies), drilling operation(s). Include old names of property, if any. Show extent of workings, including the following:
   (*a*) Linear feet of shafts.
   (*b*) Linear feet of drifts and crosscuts.
   (*c*) Linear feet of tunnels or adits.
   (*d*) Linear feet of other mine openings (explain briefly).

   Indicate whether mine is flooded or not. Describe any pumping problems. Give size or productive capacity.
3. For each operation listed above supply the following:
   (*a*) Distance and direction from nearest town and shipping point.
   (*b*) Mining district.
   (*c*) Township, Section, Range.
   (*d*) County, State.
4. (*a*) State whether or not property is now in operation, and if in operation, by whom operated.
   (*b*) Are you operating this property as:
   - [x] Owner. No
   - [ ] Lessee.
   - [ ] Contractor.
5. Number of years in production 1 yr.

   If not in production or operation, estimated date when production will begin
6. Experience of operators:
   Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who manage the project.
7. History:
   (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for suspension of operation.
   (*b*) State briefly the known history and production of adjoining and neighboring properties.
   (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 31 1952

8. Names and addresses of Officers, Directors, or Partners, and in addition thereto, the five largest stockholders if applicant is a corporation.

Name and Address (a)	Official Title (If officer is also director indicate by "D") (b)	Total of Annual Salary, Commissions, Bonuses, Etc., Received From Applicant and Affiliates During Last Fiscal Year (c)	Estimated Net Worth Outside of Interest in Applicant (d)	Number of Shares Held in Applicant Corporation		Life Insurance Carried for Benefit of Applicant	
				Common (e)	Preferred (f)	Amount (g)	Net Cash Surrender Value After Loans (h)
	Total		x x x x x			x x x x x	x x x x x

If more lines are needed continue on separate sheet.

9. Capital Stock Issues:

For Corporate Applicants

Item	Authorized (a)	Outstanding (b)	Par Value (c)	Number of Shares Outstanding (d)	Dividend Rate Last Paid* (e)
Common stock	$	$	$		
Preferred stock	$	$	$		

*Indicate period covered.

10. Production:

Item	Kind of Product (a)	1948 Total (b)	1949 Total (c)	1950 (d)	1951	Present Average Monthly (e)
1. Quantity of product mined or quarried (Short, long, metric tons; barrels; pounds; etc.)	short tons tungsten ore	2665	1469	2966	10844	2000
2. Quantity of product processed (specify unit of measure and type of process)	units of 20 lbs. WO3	3412.5	2302	2390.8	6756	1000
3. Quantity and grade of product sold or shipped (specify units of measure)	units of 20 lbs. WO3 70% grade	3412.5	2302	2390.8	6756	1000

11. Do you contemplate a change in the present average monthly rate of production? If so, state estimated maximum monthly production and basis of change.

12. Ore or Mineral Reserves:

(a) Describe the ore or mineral deposit briefly. Accompany the application by any available report on the geology and ore reserves.

FORM MF 100

1. (a) Materials produced are tungsten ($CaWO_4$ scheelite) concentrates.

   (b) There are no byproducts.

2. (a) 70 ft. shaft - Strawberry Tungsten Mine, open pit, open stope, and shrinkage stope mining.

   (b) 900 ft. drifts and cross cuts

   (c) 400 ft. adits

   (d) 400 ft. raises

   The mine makes very little water as it is all handled by intermittent operation of a three H.P. Pump. About 3 gallons per minute.

   The rate of production during the past season was 75 tons of ore per day, yielding about 1000 units of tungsten concentrates per month.

3. (a) The mine is 56 miles on black top and 32.5 Forest Service dirt road from Fresno, the nearest shipping point.

   (b) It is in the Jackass Mining District

   (c) The claims lie in Section 36, Township 4S, Range 24E, and Section 31, Township 5S, Range 25E M.D.B.M.

   (d) Madera County, California

4. (a) The mine is now in operation but only during the summer season. In winter the mine is inaccessible because of heavy snows. The mine is being operated by the Fresno Mining Company.

   (b) The Fresno Mining Co. operates under an agreement with the owners.

5. The mine has been operated for 7 years. The mine was first in production in 1943 and has been operated continuously with exception of 1946 and 1947.

6. The mine is under the Management of David D. Baker, mining engineer, with 30 years experience and formerly Manager of Tungsten Operations for U. S. Vanadium Corp.

7. The Strawberry Mine was developed during the mining season of 1943. The nation being very short of tungsten at this time, the government requested that the mine be operated during the winter. This was done at greatly added costs to the operators. The mine and mill were kept in continuous operation until the end of

October, 1944 during which time a total of 15,859.43 tons of ore were treated, producing 16,126.16 units of WO3. As the national emergency for tungsten had passed and the Metals Reserve Co. terminated its buying program, the mine was closed down. The mill operated only for a part of the season of 1945 mostly on tailings from the previous operations. Rehabilitation of the mine, mill, and roads was started in October, 1947. Mining was resumed in 1948 and has been continuous to the present date excluding the usual winter shut-downs and the short interruption after the fire in 1950.

11. The average monthly production from the mine is expected to be approximately the same as in 1951 (75 tons crude ore per day, yielding approximately 1000 units of WO3 per month). A tailings retreatment plant is being constructed which when placed in operation will have potential capacity to double the current mill output during the life of the tailings operation. There are between 14,000 and 16,000 tons (some of the tailings have been lost by flood conditions) of tailings available for retreatment which are expected to yield 0.4 units per ton. The tailings are to be retreated concurrently with the current mill tailings and the rate of retreatment of the tailings has not been established definitely.

12. The ore occurs as a contact metamorphic tactite deposit along granitic contacts with a rather large pendant of sedimentary and metamorphic rocks. Orebodies are formed as spurs or lenses of relatively high grade deposits.

13. The mine is accessible by 32.5 miles of graded Forest Service Road from Bass Lake, California, which is 56 miles from Fresno over a modern paved highway.

14. Water is taken from Granite Creek by a Goulds Triplex pump which supplies 100 gallons per minute to the mill. This supply is supplemented by a 4 inch gravity pipe line that taps a perrenial spring supplying approximately 150 gallons per minute. There is ample water for all needs.

15. Power is supplied by a 285 H.P. Chicago Pneumatic Diesel engine and generator supplemented by a UD 18, 100 H.P. International Diesel engine and generator. Plans are being laid to install a 300 H.P. auxiliary power plant.

16. Miners - 12 Mill - 8 Surface - 24 (including construction workers.)

Commissary - 6 Office - 1

17. The mine is fully equipped with boarding house, bunkhouses, change room, etc. to take care of a 35 to 50 man crew. The mill has gravity equipment adequate for treating 75 tons per day and sufficient flotation cells to treat from 150 to 200 tons per day. All of the buildings have been rehabilitated during the past year. The following is a list of major equipment:

BUILDINGS

1. Mill building
2. Warehouse
3. Compressor building
4. Six bunkhouses
5. Boarding house and separate cook's quarters
6. Change room
7. Wash house
8. Office and superintendent's apartment
9. Manager's residence

EQUIPMENT

1. 315 cubic ft. compressor, diesel engine driven
2. 350 cubic ft. compressor, gasoline engine driven
3. 105 cubic ft. compressor, gasoline engine driven
4. Three jackhammers
5. Three stopers
6. Four drifters
7. One 20 H.P. Hoist (Will be used in mining operation)
8. One model 12 Eimco Rockershovel
9. One model 12B Eimco Rockershovel
10. Six mine cars (some repairs needed)
11. One 10" x 20" Pacific Jaw Crusher
12. One 22" Symons Cone Crusher
13. One 4' x 4' Roy & Titcomb Ball Mill
14. Three vibrating screens
15. Six Denver Sub A Flotation cells
16. Eight Galigher Flotation cells
17. Seven Fagregren Flotation cells
18. One Denver Unit cell
19. One 26 ft. thickener
20. Two conditioner tanks
21. Six Wilfley and Deister tables
22. One 25 ft. dryer
23. One magnetic separator
24. One Goulds Triplex water pump
25. One Redwood water tank
26. Two 10,000 gallon fuel tanks
27. Two 3,000 gallon fuel tanks
28. Two UD 18 International Diesel engines
29. One 285 H.P. Chicago Pneumatic Diesel Engine
30. One D-6 Caterpillar bulldozer

There are many additional small items.

18. In past seasons, because of the unstable market and the short operating season very little development work was done in the Strawberry Mine in advance of production. Thus each year's operation was a project in itself and the operators were neither able or disposed to prepare orebodies for mining the following year. In 1951 encouraged by the Government's buying program the operators performed all possible development work in preparation for the 1952 season and when the mine was shut down in November 1951, the conditions were such that sufficient ore for the 1952 season was practically in sight. None of this ore could be called measured or proved and none of it has been sampled. The control of mining has been entirely by use of the fluorescent light in correlation with mill control analyses. During the last few weeks of the 1951 operating season the ore taken from various working places in the No. 5 and No. 4 mines averaged 1.65% WO3 as indicated by composite mill head samples. This is the grade of ore that will be available for mining when the 1952 season starts but as the orebodies vary in grade from 0.5% to 3% WO3 or better and since insufficient development work has been done to actually block out the ore in advance of mining and to determine its grade it is not possible to predict with any accuracy the probable tenor of the ore to be mined in 1952. It is expected to average at least 1% WO3. As shown in the tabulation of ore reserves there are about 15,000 tons of possible and probable ore available for extraction from the present working levels. It is expected that this ore will be practically all taken out this summer with recovery of at least 7,000 units of WO3.
Records of past production show that 35,000 units of WO3 have already been produced from the Strawberry Mine. When the remaining ore has been extracted from the present workings and after the tailings have been retreated it is quite conservative to state that 50,000 units of WO3 will have been produced from the surface zone reaching less than 100 ft. from the surface. At present prices this would have a value of $3,150,000.00. If the future possibilities of the Strawberry deposit were to be gauged by its past output of 500 units per foot of depth it is indicated that in a mining interval of 150 feet the potential produc-

tivity is 75,000 units, valued at the present market at $4,725,000.00.

It should be fully understood that the foregoing statement is based solely on arithmetical calculations from the above mentioned record of production and is not to be construed in any way as an engineering evaluation. It is offered merely as a suggestion of the possible value of the orebodies that may be found if the zone underlying the presently known orebodies proves to be as productive as the surface zone.

The deposit has been examined by geologists of the United States Geological Survey and by engineers of the U. S. Bureau of Mines. Their reports are available in Washington. No geologic evidence has been discovered which would rule out or limit the possibility that the deposit may extend to great depth, or that the relatively small and scattered orebodies discovered to date could not be underlain by massive orebodies as at Pine Creek.

Only a small amount of diamond drilling has been done, but it is of interest to note that one hole has proved the persistence of the No. 5 area to a depth of 57 ft. below the adit level, and another hole drilled vertically downward from the 70 ft. level of the No. 1 mine continued in ore for a distance of 45 ft. before it left the ore and entered the limestone footwall. No drilling has been done below the adit level of the No. 4 mine where the most persistent orebodies found to date in the mine are located. From knowledge now at hand it appears that the No. 4 mine may prove to be the largest potential source of ore on the property. In summary, the Strawberry Mine is equipped to mine and mill from the near surface workings at the rate of 75 tons per day. It has a successful and profitable record, turning out over 1000 units of tungsten concentrates per month during the operating season. The surface orebodies are nearly worked out and it is now necessary to inaugurate an immediate and aggressive exploration program to open up the lower levels and discover the size and nature of any underlying orebodies that may exist if the productive life of the mine is to be extended.

(*b*) If deposit is other than [redacted]

(1) Submit assay [redacted] and/or sections showing location and [redacted] proved (measured) and probable (indicated) ore or mineral reserve.

(2) State the tonnage (indicate type of ton) and grade of each class of ore reserve, as above, and show how computed. Tabulated total ore reserve as follows:

TOTAL ORE OR MINERAL RESERVES

Ore or Mineral Reserve	Estimated Tons (a)	Metal or Mineral Content Per Ton (Grade) (b)	Gross Value Per Ton (c)	Recoverable Unit Value Per Ton (d)	Estimated Cost of Production Per Ton (e)
Measured (proved)					
Indicated (probable)	15,000	1% WO3	$63.00	.65 units $40.95	$20.00

(*c*) If placer:

(1) Give estimated total yardage and average marketable mineral content of each deposit.

(2) Submit map showing location of placer deposit and surrounding area, with all test holes or pits. Submit logs of each hole and test pit with depth and average value of each.

(3) Describe gravel, stating whether fine, medium or coarse; loose, tight, cemented, or frozen, and whether it contains stumps or boulders more than 1 foot in diameter; if so, how large, and in what proportion.

(4) Describe bedrock, giving type (granite, sandstone, shale, etc.) and state whether it is hard or soft, smooth, uneven or rough.

(5) Describe overburden, stating whether loose, tight, or cemented; fine or coarse textured; furnish estimate of average thickness and total amount.

(6) Tabulate the reserves using the form outlined above for ore or mineral reserves.

13. Access Roads:

Give road distances to shipping, supply and residence points, stating kind and condition of roads.

14. Water Supply:

State source and quantity of water available for operations and whether sufficient for all seasons of year.

15. Power:

State amount of power used, rate per hour, and source thereof.

16. Labor:

State number and classes (miners, muckers, millmen, etc.) of men employed during a recent representative payroll period.

17. Equipment and Facilities:

Describe present equipment on the property, including buildings. (State condition.) List major pieces of equipment now owned or controlled and in serviceable condition available for this operation.

18. Are there any particular conditions or circumstances affecting your operations that are not described above? If so, explain.

CERTIFICATION

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

Strawberry Tungsten Mine
(Name of [redacted] mine)

By [signature]
(Signature of authorized official)
A. R. McGuire

March 26, 1952
(Date)

Owner
(Title)

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.

U. S. GOVERNMENT PRINTING OFFICE 16—63792-1

COPY

APPENDIX "A" - (a).

LEASE AND OPERATING AGREEMENT

THIS INDENTURE, made and entered into this 6th day of October, 1947, by and between D.W. HAGGERTY And C.F. MADDEN, hereinafter called Owners, and A.R. MC GUIRE, hereinafter called Operator,

W I T N E S S E T H:

THAT, WHEREAS, Owners now hold a lease under date of July 23, 1942, from J.E. Cobb and Ruby L. Cobb, his wife, and J.A. McDougald and Matilda M. McDougald, his wife, a copy of which said lease is attached hereto, made a part hereof and marked Exhibit "A" hereto; there having been entered into in relation to said lease a modification thereof executed by the parties thereto under date of June 11, 1945, a copy of which modification is attached hereto as Exhibit "A-1"; there having been a second modification of said lease under date of April 30, 1947, a copy of which is attached hereto as Exhibit "A-2"; the said three documents constituting all of the agreements entered into between the owners hereto and the lessors of said mine; and

WHEREAS, Owners have installed upon the premises described in said lease Exhibit "A" hereto substantial and expensive mining machinery and equipment, including camp buildings, all of which are more particularly described and set forth in Exhibit "B" hereto attached; all of which said leased premises, buildings, machinery and equipment are commonly known as and will hereafter be called Strawberry Tungsten Mine and/or mine; and

WHEREAS, Owners are not now operating said mine and desire that A.R. McGuire, Operator herein, operate the same and that Operator take such steps as he deems necessary and advisable to place said mine in production;

NOW THEREFORE, the parties hereto agree as follows:

Owners to hereby give to Operator for such period of time as he may comply with the conditions hereunder, the right to go upon said mine to core drill and/or otherwise prospect for and develop additional ore and to utilize all of the property and equipment described in Exhibit "B" hereto for the purpose of prospecting and producing tungsten and/or other valuable minerals from said mine, from date hereof until such time as Operator determines in his own judgment that

tungsten and/or other minerals can no longer be produced therefrom in paying quantifies and/or decides to cease operations hereunder as hereinafter provided; subject however to performance by Operator of the conditions herein agreed to be performed by Operator.

Operator is authorized to negotiate for and to procure from the Lessors in said lease Exhibit "A" hereto any more favorable conditions of operation than those now existing under said lease, and all such modifications shall be obtained in the name of Owners hereto and shall inure to the benefit of Owners in the event of any termination of this agreement with Operator.

Operator must at all time hereunder take good and proper care of said mining machinery and equipment set forth in Exhibit "B" hereto, and make necessary repairs thereto; but Operator shall not be responsible for decrease in value and/or usability due to ordinary wear and tear and use thereof, and/or injury by acts of God or other causes beyond the control of Operator.

It is recognized by all parties hereto that Operator will require a reasonable and rather substantial period of time in which to prospect for and block out sufficient bodies of pay ore to justify putting said mine into operation and it is not expected that Operator will be able to get into full production at said mine until some time in the Summer of 1949; although Operator will use reasonable diligence in getting into production under this agreement.

It is agreed that Operator shall keep accurate record of all monies expended by Operator and of all income from the sale of minerals recovered from operation of said mine; and that the net profits from said operations shall be utilized as follows:

(1) For the repayment to Operator of any money which Operator expended in developing said mine and/or putting it into production to the end that Operator's investment in this undertaking shall be returned to him before there is any division of profits hereunder;

(2) For building up a substantial operating cash reserve of Fifty Thousand Dollars ($50,000.00) which shall be kept intact or substantially so for the purpose of insuring major production and for taking care of emergencies and blocking out ore in

advance of mining it; it being understood and agreed that if any of said operating reserve is used it will be restored as soon as practical, up to the time of termination of operations hereunder; at which time, after payment of all costs, it will be divided equally between Owners and Operator; and

(3) The balance of net profits, over (1) and (2) above, shall be divided equally between Owners and Operator.

In this connection it is agreed that net profits referred to herein shall be defined as the gross value of all ore, concentrates and/or minerals sold from operations hereunder, less ordinary and necessary expenses of operation, including costs of sale, royalties,payable under Exhibit "A" hereto and any modification thereof which may be secured in the future and now existing, direct mining, milling and camp costs, depreciation of facilities acquired by the operation, costs of development, taxes of all kinds imposed against the property or the operation thereof, and reasonable charges for administrative expenses, supervision, etc., directly applicable to the operation and in accordance with accepted accounting practices.

For the purpose of facilitating the accounting and of keeping correct records, it is agreed by Operator hereunder that he or his assigns will keep a separate bank account into which all advancements made by Operator shall be deposited, including all income from operation of said mine, to the end that the record of deposits and the record of checks drawn will show complete receipts and/or expenditures; and all such records of deposits and expenditures will be open for inspection by Owners at all reasonable times.

There is excepted from this last provision that portion of royalty payable under modification Exhibit "A-1" hereto, bearing date of June 11, 1945, or any other modification which requires the payment of proportionate royalties directly to parties of the first part under the original contract of July 23, 1942, being Exhibit "A" hereto.

Operator agrees that he will not later than the 15th day of each calendar month render a monthly report, in writing, one copy to each of Owners hereto,

which said monthly statement shall accurately set forth the total expenditures during the previous calendar month and the total income for the previous calendar month.

Operator agrees to keep mining records such as is customarily done at the mine, which said records shall be open to inspection by Owners at any and all reasonable times. Operator will keep accurate books of account at Fresno or any other location desired, covering all operations of said mine such as is the custom of mine operators, all of which said books and accounts shall be open to Owners for inspection at all reasonable times.

Operator further agrees that he will make a quarterly report, in writing, to Owners showing the net profit from operations hereunder not later than thirty (30) days after the end of each calendar quarter, and with such report Operator shall remit to Owners a check for the Owners' one-half of the net profits secured by operations hereunder as hereinbefore provided.

Owners may at any time go upon said leased premises by themselves or their duly authorized agents to inspect all operations being conducted thereon, to make suggestions and recommendations and to inspect mac inery and equipment being used by Operator.

It is specifically agreed that any mining machinery and/or equipment or personal property placed on said mining premises by Operator, with Operator's money, shall belong to Operator; and Operator may remove the same upon termination of this agreement as hereinafter set out, up to the time when all of Operator's new money has been repaid to him from operations from said mine, at which time all personal property and improvements placed on said mine by Operator shall become a part of the mine equipment and thereafter in event of cessation of operations hereunder, Owners and Operator shall own equally, after all operating costs and obligations have been paid, any money received from the sale of such machinery and/or other personal property and shall be divided equally between Owners and Operator.

Operator shall at all time conduct mining operations at said mine in accordance with good mining practices and in compliance with all laws, governmental rules and regulations, and Operator shall carry industrial compensation

insurance. Operator further agrees that he will not suffer or permit at any time any lien for labor or materials and/or any attachment lien to be filed against said mine; and Operator agrees to save Owners harmless from and indemnify them against any such lien or liens as the case may be. Operator agrees that should any such lien be filed he will pay said charge and cause said lien to be removed within a period of not to exceed sixty (60) days, unless Operator in good faith believes said lien to be unjust; and should Operator determine said lien to be unjust and desires to contest same, Operator may contest said lien upon giving written notice to Owners that he desires so to do; and should such contest result in establishment of such lien then Operator agrees within thirty (30) days after final determination of such contest to pay said lien or liens as the case may be.

Owners will cause to be posted a Notice of Non-Liability at said mine and when so posted Operator agrees to use reasonable diligence to see that said notice is maintained at said mine.

It is specifically agreed herein that this operating agreement is not a partnership and Operator shall incur no bills or obligations directly or indirectly involving the credit or responsibility of Owners; and Operator does further agree to save Owners harmless from and indemnify them against any and all such claims.

It is further agreed that Operator shall employ and discharge all men at the mine; that he shall have complete control of all such operations and that the judgment of Operator in connection with operations of said mine shall be controlling at all times.

It is one of the considerations of this agreement that Owners have special trust and confidence in Operator's ability as a mining engineer and mine operator to operate said mine, but Owners do likewise agree that they will co-operate with Operator in all reasonable ways to the furtherance of procuring major production from said mine; and Owners will make available to Operator maps of the workings of said mine, geological and operating reports, and all other information Owners have and which Operator requests.

Owners do further specifically agree that in the event Operator elects to secure a government loan for the purpose of operating said mine and blocking out additional ore therein, that if required so to do in securing such loan Owners will subordinate their claim or right to participation hereunder to such loan until said loan has been paid.

It is further contemplated and expected that Operator will in the course of preparing for major operations hereunder desire to incorporate said mine and/or to enter into a limited partnership or other agreement providing for permanent operations and in securing additional and required capital; and in this connection Owners consent that Operator may do any of these things, and that Operator may make assignment of this operating agreement for any of the above purposes.

Operator agrees that administrative expenses in connection with the operation of said mine shall not exceed the sum of One Thousand Dollars ($1,000.00) per month up to the time dividends are being paid to Owners and Operator hereunder, at which time it is agreed that administrative expenses may be raised to such an amount as is consistent with the existing operation, the volume of production and the net profit being derived therefrom; and at all times in line with administrative expenses of other mines in the mining industry of similar production and profit.

Operatoragrees that he will perform or cause to be performed the lease Exhibit "A" hereto, and Operator agrees that he will cause to be paid during the life of this operating agreement all taxes on the possessory rights of Owners and Operator hereunder, and upon the improvements and personal property, such taxes to constitute one of the costs of operation hereunder. (State and County taxes for the fiscal year 1947-1948 are to be pro-rated between Owners and Operator as of date of this agreement).

It is recognized by all parties hereto that said mine is at a high altitude and will probably be snowbound for several months during the winter season; and Operator shall not be expected or required to operate during such periods of time as roads are not open and accessible to and from said mine. That when

See pg 7 next

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.

On this 4th day of October in the year one thousand nine hundred and forty-seven, before me, C.L. CLARK, a Notary Public in and for said County and State residing therein, duly commissioned and sworn, personally appeared A.R. MC GUIRE, known to me to be the person described in, whose name is subscribed to and who executed the within instrument, and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County, the day and year in this Certificate first above written.

C.L. CLARK (SEAL)
Notary Public in and for said
County and State

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 6th day of October, A.D., 1947, before me, Lorraine Hunter, a Notary Public in and for said County and State, personally appeared C.F. Madden and D.W. Haggerty, known to me, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal [illegible] day and year in this certificate first above written.

LORRAINE HUNTER (SEAL)
Notary Public in and for said
County and State

My commission expires Dec. 3, 1947.

covenants or conditions on his part to be performed hereunder than Owners may at their option terminate this agreement; but before doing so, Owners must serve on Operator a written notice specifying the default or defaults asserted by Owners and if Operator does not cure said default or defaults within a period of sixty (60) days then Owners may finally terminate Operator's rights hereunder by giving to him final written notice of termination of this agreement. In such event of final termination Operator agrees, subject to his then existing rights and interests in improvements, buildings, and personal property placed on said mining premises by Operator under the terms hereof, to deliver possession of said mine covering mining claims set forth in lease Exhibit "A" hereto to Owners. In the event of such termination prior to repayment to Operator of the capital invested by him, Operator shall have the right to remove all machinery and equipment placed on said mining premises by him, within a period of six months from date of such termination.

Any notice desired or required to be served upon Owners by Operator may be served personally or may be served by placing said notice in an envelope, postage prepaid, addressed to Owners at c/o Beverly Wildshire Hotel, Beverly Hills, California, and placing said envelope in a United States Post Office; and likewise, any notice desired or required to be served upon Operator by Owners may be served personally or may be served by placing said notice in an envelope, postage prepaid, addressed to Operator at 504 Helm Bldg., Fresno, California, and placing said envelope in a United States Post Office.

IN WITNESS WHEREOF, Owners and Operator have hereunto set their hands the day and year in this instrument first above written.

C.F. MaDDEN

D.W. HAGGERTY

OWNERS

A.R. MC GUIRE

OPERATOR

roads are accessible and open to and from said mine, Operator will use reasonable diligence in operating said mine so as to secure the maximum production of tungsten and other minerals consistent with safe mining practices and subject to available machinery and equipment, taking into consideration also the price of tungsten and/or other minerals recovered from said mine and the cost of production. It is further expressly agreed that Operator shall not be required to operate at all should the price of tungsten drop to or below the price specified in lease Exhibit "A" hereto or any modification thereof.

It is agreed hereunder that Operator may terminate operations hereunder at any time, should Operator deem such operations unprofitable, or for any other reason, provided that Operator must give to Owners written notice at least sixty (60) days in advance of such termination so that Owners may upon such termination be prepared to protect their interests. Upon such notice of termination and the expiration of sixty (60) days thereafter, Operator shall be relieved from all further responsibility hereunder and all further obligation to perform the mining lease Exhibit "A" hereto or any modification thereof, and shall be responsible only for defaults, if any, which may have occurred up to the date of termination of operations hereunder.

It is recognized and agreed by Owners and Operator that Exhibit "B" hereto was made as of the 30th day of June, 1946, and that there have undoubtedly been some changes, and/or disappearances of assests; and it is agreed that Operator shall have until the 1st day of November, 1947, to make a corrected inventory of Exhibit "B" hereto; which corrected inventory shall be in writing, certified to be correct and signed by Operator, a copy of which said inventory shall be transmitted to Owners; and each of the parties hereto shall attach a corrected copy of said inventory Exhibit "B" hereto to this agreement, Should Owners have any objections to such corrected inventory Exhibit "B" hereto, they must make their objection within fifteen (15) days from receipt thereof whereupon Owners and Operators must thereafter get together and determine upon the correctness of Exhibit "B" hereto.

Should Operator fail, refuse or neglect to perform any of the terms,

COPY

EXHIBIT "A"

THIS INDENTURE made and entered into this 23rd day of July, 1942, by and between J.E. Cobb and Ruby L. Cobb, his wife, both of Fresno, Fresno County, California, and J.A. McDougald and Matilda M. McDougald, his wife, both of Madera County, California, parties of the first part; and C.F. Madden and D.W. Haggerty of Tonopah, Nevada, parties of the second part,

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars ($10.00) to the parties of the first part in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, and upon the further consideration of the payments, covenants and agreements hereinafter set forth and reserved by the parties of the second part to be paid, kept and performed, the parties of the first part hereby grant, sell and convey unto the parties of the second part, their heirs, successors and assigns, the Strawberry No. 1, Strawberry No. 2, Strawberry No. 3, Strawberry No. 4, Strawberry No. 5, Strawberry No. 9, Strawberry No. 10 and Strawberry No. 11 lode mining claims situate in Jack Ass Mining District, Madera County, California, to have and to hold unto said parties of the second part, their heirs, successors and assigns.

A.

In consideration of the foregoing grant and conveyance, the parties of the second part covenant and agree as follows:

1. To pay to the parties of the first part, their heirs, successors and assigns, upon the execution hereof, the sum of One Thousand Dollars ($1,000.00).

2. To pay to the parties of the first part, their heirs, successors and assigns, the sum of One Thousand Dollars ($1,000.00) per month commencing on the first day of September, 1942, and continuing such monthly payments until such time as a mill shall be placed in operation upon or in the vicinity of said mining claims, for the treatment of ores to be extracted from said mining claims, and payments commence under the provisions of Par. 3 next succeeding. The minimum payments to the parties of the first part under the provisions of this paragraph and Par. 3 next succeeding shall be $1,000.00 per month until June 1, 1943. Said mill tobe erected if and when ores

sufficient to justify the same are developed upon the mining claims hereinbefore described. Said mill shall be erected for the purpose of treating tungsten ores and shall have a minimum capacity of fifty tons per day.

3. If and when said mill shall be erected and placed in operation, then and thereafter the parties of the second part for themselves, their heirs, successors and assigns, covenant and agree that they will pay to the parties of the first part fifteen percent (15%) of the net sales price of all ores or concentrate product thereof which shall be mined from the above described mining claims, net sales price being defined as the amount of money which the parties of the second part shall receive from the sale of ores or concentrates after deducting actual cost of transportation and refining thereof and the actual cost of sale. Payment of said "15%" shall be made monthly on or before the 20th day of each calendar month for all ores or concentrates sold during the previous calendar month.

4. The parties of the second part, with all reasonable dispatch after the execution hereof, shall enter in and upon the above described mining claims and work, mine, explore and develop the same. Such mining, exploration and development to be done with reasonable diligence so as to extract the greatest amount of ore possible from said mining claims with due regard to the preservation of the premises as workable mines.

5. To conduct all mining operations in a proper, skillful and minerlike fashion and in a manner necessary to good and economical mining, and to work steadily and diligently unless prevented by labor strikes, scarcity of labor, extraordinary mining casualty, inability to obtain necessary machinery, tools, or supplies, acts of God, or conditions beyond their control, or when prevented by weather or weather conditions.

6. To well and sufficiently timber all mine workings in the premises where proper in accordance with good mining and to maintain such timbering.

7. To permit the parties of the first part and their agents or representatives to have access to all workings upon the mining claims above described for the purpose of sampling and testing the value of any and all ores that might be disclosed in any of the workings or which are lying upon dumps or which are being mined and milled, and for the purpose of inspection and

surveying, and to inspect the milling plant and the operations thereof and all metallurgical data and information, including all way bills, shipping receipts, smelter, reduction or sales returns, to the end that the parties of the first part may at all times be advised of all operations of or concerning said mining claims and milling plant.

8. To promptly pay for all labor, material and supplies used and employed upon said mines and mining claims or in connection with their operations, either mining or milling, or in the erection of such mining or milling plant, equipment or machinery as may be erected thereon.

9. To keep said premises and the whole thereof free and clear of all liens and encumbrances; to monthly on or before the 15th of each calendar month provide the parties of the first part with copies of all settlement sheets or returns from the sale of any ores or concentrates or any other product of said mines.

10. To provide full and adequate insurance to cover all workmen from industrial accidents so as to fully and in all respects comply with the laws of the State of California in that regard.

11. To perform during each year hereafter and complete on or before thirty days prior to July first of each year, sufficient work, labor or improvements on said mining claims so that in each year there will have been performed or placed upon said mining claim sufficient labor and improvements to constitute valid annual assessment work required to hold said mining claims under the laws of the United States.

13. To pay at all times all taxes that might be levied and assessed against said mining claims, the product thereof or any improvements or equipment placed thereon.

B.

The parties of the second part may surrender their rights under the terms of this indenture at any time, upon giving fifteen (15) days written notice of their intention so to do and thereupon and thereafter they shall be under no further liability to make any further payments to the parties of the second part, their heirs, successors or assigns. Upon giving such notice

they shall execute and deliver a deed of reconveyance reconveying said mines and mining claims to the parties of the first part or to their heirs, successors or assigns, and the parties of the second part covenant and agree that at the time of the execution of such reconveyance said mines and mining claims shall be free and clear of all liens and encumbrances.

C.

In the event of Surrender by the parties of the second part of their rights hereunder, or in the event of termination or forfeiture of their rights hereunder as hereinafter provided, the parties of the first part shall have the right for a period of sixty (60) days after notice of such surrender or sixty (60) days after termination and forfeiture, to purchase all or any part of the mining and milling machinery, mill, plant and equipment placed upon the premises by the parties of the second part for fifty percent (50%) of the cost thereof to the parties of the second part. If the parties of the first part shall fail or neglect to exercise their option to purchase such mining and milling machinery, mill, plant and equipment, within such sixty-day period, then the parties of the second part shall have the right to remove the same, if such removal takes place within sixty days thereafter; provided, however, that if it is impractical to remove said property or equipment during such period by reasnn of weather or weather conditions, scarcity of labor or labor strikes or other causes or conditions which are beyond the control of the parties of the second part, then such time shall be extended for a period of sixty days after such conditions shall have ceased.

If the parties of the second part shall fail to remove the mining and milling machinery and mill, plant and equipment within said period or periods, then the same shall become the property of the parties of the first part.

D.

The parties of the first part agree that there is included in the mining claims here conveyed all mining claims which they own in the immediate vicinity of and adjacent to the claims above described. The parties of the first part and/or the second part contemplate the location and acquisition of fractional mining claims in the vicinity of those above described and mill sites in connection with and as adjuncts to the mining claims above described. In the event of such acquisition such mining claims and mill

sites, including all water rights which may be acquired or which are appurtenant to the mill sites, shall on surrender of the rights of the parties of the second part hereto, or in the event of forfeiture of their rights hereunder, belong to and be the property of parties of the first part.

E.

The payment of the sum of One Thousand Dollars ($1,000.00) on the execution hereof and the payments of One Thousand Dollars ($1,000.00) per month during the period prior to the erection and operation of the mill shall be deemed to be advance payments on account of the "15%" payments from the proceeds of sales herein provided and shall be deducted from such payments until the sum shall have been fully absorbed; provided, however, that not more than one-half of the "15%" payments shall be deducted in any one month.

F.

It is understood and agreed between all of the parties hereto that J.E. Cobb and his wife, Ruby L. Cobb are entitled to one-half of all of the payments made under the terms hereof and that they are the owners of one-half of all benefits which may accrue under the terms hereof, and similarly, that J.A. McDougald and his wife, Matilda M. McDougald, are entitled to one-half of all of the payments made under the terms hereof and that they are the owners of one-half of all benefits which may accrue under the terms hereof.

G.

It is agreed between the parties that all payments made under the terms hereof shall be made at the First National Bank of Madera and that a copy of this agreement will be deposited with said bank for its instructions.

H.

In the event the parties of the second part shall be compelled to suspend operations because of labor strikes, scarcity of labor, extraordinary mining casualty, inability to obtain necessary machinery, tools or supplies or when operations are prevented by weather or weather conditions, acts of God or conditions beyond the control of the parties of the second part, then no payments shall be required to be made during such suspension period.

I.

It is agreed between the parties hereto that if the market price of tungsten shall fall below $14.00 per unit that the parties of the second part

may at their option suspend operations and in such event they shall be relieved of all payments during the suspension period and until such time as the market price of tungsten attains, for a period of thirty (30) consecutive days, a value of $14.00 per unit, whereupon operations shall be resumed.

J.

In the event the parties of the second part should fail or neglect to perform either or any of the covenants or agreements hereinabove set forth or shall fail or neglect to make any payments herein provided and such default or defaults continue for a period of thirty days after written notice thereof to the parties of the second part, then all the rights of the parties of the second part to the mining claims herein above described shall forfeit and be vested in the parties of the first part, their heirs, successors and assigns and said parties of the first part may thereupon and without any further notice, enter into and upon said mining claim and mill sites, take possession thereof and dispossess all persons therefrom.

K.

It is agreed that either or any of the parties hereto shall have the right to assign, sell or otherwise convey any rights that they have under the provisions hereof; provided, however, that if the parties of the second part should assign or convey, then the purchaser shall agree in writing that they or it will assume the performance of all obligations of the parties of the second part to the terms hereof.

L.

Notices, if and when required or provided for herein, shall be given to the parties of the first part, J.E. Cobb and Ruby L. Cobb, his wife, by mailing the same to them addressed: Fresno, Route 1, Box 574-B, State of California; and to the parties of the first part, J.A. McDougald and Matilda M. Mc Dougald, his wife, at Star Route, Box 6, Fresno, California; and to the parties of the second part by addressing them in care of J.C. Perkins, Tonopah, Nevada. All notices shall be by registered mail, postage prepaid.

M.

It is agreed between the parties hereto that the mill, if and when erected, shall not be used for the treatment of custom ores without the written consent of the parties of the first part first had and obtained.

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

J.E. COBB

RUBY L. COBB

J.C. MC DOUGALD

C.F. MADDEN

D.W. HAGGERTY

EXHIBIT "A-1"

THIS AGREEMENT, made and entered into this 11th day of June, 1945, by and between J.E. COBB and RUBY L. COBB, his wfie, both of Fresno, Fresno County, California, and J.A. MC DOUGLAD and MATILDA A. MC DOUGALD, his wife, both of Madera County, California, parties of the first part, and C.F. MADDEN and D.W. HAGGERTY, Tonopah, Nevada, parties of the second part,

W I T N E S S E T H:

WHEREAS, on the 23rd day of July, 1942, J.E. Cobb and Ruby L. Cobb, his wife, both of Fresno, Fresno County, California, and J.A. McDougald and Matilda M. McDougald, his wife, both of Madera County California, as parties of the first part, and C.F. Madden and D.W. Haggerty, of Tonopah, Nevada, as parties of the second part, entered into a certain indenture; and

WHEREAS, it is the desire of the parties to modify, amend and supplement said agreement as hereinafter set forth;

NOW THEREFORE, in consideration of the premises and valuable considerations passing to and from each of the parties hereto, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. That paragraph A. 3 of said indenture, dated the 23rd day of July, 1942, shall hereafter read as follows:

"3. If and when said mill shall be erected and placed in operation, then and thereafter the parties of the second part for themselves, their heirs successors and assigns, covenant and agree that they will pay to the parties of the first part ten percent (10%) of the net sales price of all future ores or concentrate product from this date thereof which shall be mined from the above described mining claims, net sales price being defined as the amount of money which the parties of the second part shall receive from sale of ores or concentrates after deducting actual cost of transportation and refining thereof and the actual cost of sale. Payment of said "10%" shall be made monthly on or before the 20th day of each calendar month for all ores or concentrates sold during the previous calendar month.".

2. There will be no change in royalty percentage on materials produced prior to this date.

3. The parties of the second part agree and recognize that there is due to the parties of the first part, for and on account of the percentage payments provided in said indenture to be made under paragraph A.3 of said indenture, the sum of approximately Twenty Thousand Dollars ($20,000.00). Immediately upon the execution hereof, the parties of the second part will pay to the parties of the first part the sum of Two Thousand Dollard ($2,000.00) payable One Thousand Dollars ($1,000.00) to J.E. Cobb and Ruby L. Cobb, and One Thousand Dollars ($1,000.00) to J.A. McDougald and Matilda M. McDougald, which shall be credited and applied upon said percentage balance now or thereafter due. The parties of the second part also promise and agree that on July 1, 1945, they will pay to the parties of the first part hereto the sum of One Thousand Dollars ($1,000.00) of which Five Hundred Dollars($500.00) shall be paid to J.A. McDougald and Matilda M. McDougald, which shall be applied upon the said balance due for and on account of said percentage payments, and that One Thousand Dollars ($1,000.00) shall be similarly paid and distributed on the first day of each month thereafter while mill is in operation, with all such payments credited and applied upon said percentage balance now or thereafter due until the full sum of approximately Twenty Thousand Dollars ($20,000.00) has been paid.

It is also understood and agreed that the parties of the second part will before mill starts instruct the buyers of concentrates or ores produced from this mine and mill to pay direct to the parties of the first part the ten percent (10%) of the net sales price as such becomes due.

Failures of the part of the second part to comply with the terms of this amendment (or amendments) will cancel it, and substitute in its place the terms as outlined in the original contract signed July 1942 and which is referred to onpage 1, lines 9 to 14, inclusive of this supplemental agreement or amendment.

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

J.E. COBB - RUBY L. COBB

J.A. MC DOUGALD
MATILDA MC DOUGLAD

Parties of the First Part

EXHIBIT "A"-2"

THIS AGREEMENT, made this 30th day of April, 1947, by and between D.W. HAGGERTY and C.F. MADDEN, copartners, the first parties, and J.E. COBB and J.A. MC DOUGALD, the second parties:

W I T N E S S E T H:

THAT, WHEREAS, the first parties are the lessees and the second parties are the lessors of that certain tungsten mining property located in the County of Madera, State of California, and known as the Strawberry Tungsten Mine; and

WHEREAS, the first parties are indebted to the second parties in the sum of $14,152.36 under and by virtue of said lease, and said parties are desirous of working out a solution for the payment of said sum to the second parties.

NOW THEREFORE, in consideration of the mutual covenants, agreements and promises on the part of the parties hereto to be performed, and in further consideration of the first parties paying to the County of Madera, State of California, the county taxes on said Strawberry Tungsten Mine in the sum of $9,750.23, and also in further consideration of the first parties paying the Metals Reserve Company a balance due said company in the sum of $12,535.03, and in further consideration of the first parties agreeing to use their best efforts to place said Strawberry Tungsten Mine in operation, the parties agree as follows:

1. The first parties agree that they will use their best efforts to place said Strawberry Tungsten Mine in operation as soon as can reasonably be done, and when the first parties shall have received from the operation of said Strawberry Tungsten Mine the sum of $192,000.00 in profits, then the second parties are to receive profits thereafter until the sum of $14,152.36 shall have been paid them in full.

2. In the event it becomes necessary to salvage the plant at said Strawberry Tungsten Mine and said sum of $14,152.36 has not been fully paid to the second parties, it is understood and agreed that the second parties are

to participate in the proceeds derived from the salvaging of said plant up to the amount of the unpaid balance then due them.

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

D.W. HAGGERTY - C.E. MADDEN

BY D.W. HAGGERTY (SIGNED)
First Parties

J.E. COBB (SIGNED)

J.A. MC DOUGALD (SIGNED)
Second Parties

IN REPLY REFER TO:

G-MD-DML

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

April 14, 1952

Memorandum

To: George C. Selfridge, DMEA

From: D. M. Lemmon, USGS

Subject: Exploration application $281,490 DMEA 2456 - Tungsten
Strawberry Tungsten Mine
A. R. McGuire
Madera County, California

The Strawberry mine has yielded a moderate production, about 35,000 units of WO_3, since 1943, all taken from 3 widely separated ore bodies which are small but of good grade. The deposits have not been worked to depths greater than 100 feet. It is probable that additional ore is present beneath the stopes, and the only likelihood of a significant discovery is in these places.

The mine is situated on the Western slope of the Sierra Nevada at an altitude of about 7,500 feet where winter snowfall is very heavy. The access road is narrow, mountainous, and unsurfaced, and cannot be kept open economically in winter time. The mine was worked during the winter of 1943-44, but not in any other winter. If winter operation is undertaken, the mine must be equipped as a self-contained unit for the winter months, and concentrates must be stockpiled.

Development workings in the mine are of small extent and inadequate to maintain ore reserves. Deposit No 1 is opened by a cut, a shaft, and drifts and stopes from the shaft. It is reported that the shaft is considered unsafe by the State Mine Inspector. Deposit No. 5 is opened by a short adit from which a stope extends to the surface. Several diamond drill holes, drilled in 1951 by the Fresno Mining Company, are reported to have cored ore 50 feet beneath the adit. Deposit No. 4, about 1,800 feet distant from No. 5, is opened by a short adit and several raises to the surface.

Shallow core drilling by the U. S. Bureau of Mines at deposits 1 and 5, in 1948, is described in R. I. 4543. Eight holes aggregating 1937 feet were drilled.

The applicant proposes to sink a new shaft at deposit No. 1 to open a new level 150 feet beneath the present stopes. On the 225-foot level, a crosscut will be driven south to the No. 5 mine, then continued 1,800 feet to the No. 4 mine.

The proposal to connect the No. 1 and No. 5 mines may have some merit because only about 500 feet of barren crosscut is involved. The long additional crosscut to the No. 4 mine is of dubious merit because it provides only about 200 feet or less of backs. No topographic survey has been made to show the relative elevations of No. 4 mine and Nos. 1 and 5.

The entire proposal is largely for mine development rather than exploration. It is doubtful if a development loan could be obtained because of insufficient reserves. Therefore some exploration assistance is warranted to get the mine on a firmer basis for production.

The applicant has not submitted a financial statement, but I understand 1951 operations were profitable enough to liquidate past operating debts but not to provide adequate working capital. With the expectation that 1952 operations will also yield a profit, I believe that the Company would be in a position to finance its own future development after 1952 if a moderate-scale exploration program were successfully concluded in 1952. Therefore, I suggest favorable consideration of a modified program to include the following exploration during 1952:

1) Shaft at No. 1 mine

2) Crosscut to No. 1 mine ore bodies.

3) Crosscut to No. 5 mine from 225-foot level of shaft.

4) Core drill about 1,500 feet at No. 4 mine (approximately 5 holes each 300 feet).

The proposal to core drill 5,000 feet at the No. 1 and No. 5 mines seems excessive for the block of ground to be explored. No drilling program, with geologic sections, has been presented.

The relative merits of sinking a shaft at No. 4 mine versus the proposed crosscut are not fairly stated by the applicant because the proposed rates for shaft-sinking are excessive and the need for roads is over-emphasized. Also, electric power could be transmitted from the power house at the mill to the No. 4 mine through a transmission line about one half mile long, probably at a lower cost than a new generator at No. 4 mine.

DM Lemmon

Copy retained 400

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

April 4, 1952

Memorandum

To: George C. Selfridge, DMEA

From: Robert W. Geehan, Bureau of Mines

Subject: DMEA-2456, Strawberry Tungsten Mine, Fresno, California

I recommend that Docket 2456 be forwarded to the Field Team.

Robert W. Geehan
Robert W. Geehan

Attachment

cc in 400 file

DMEA-2456

1739 Terrace Avenue
Fresno 3, California
March 26, 1952

Defense Minerals Exploration Administration
Washington, D. C.

Attention: Mr. C. O. Mittendorf, Acting Administrator

Gentlemen:

In connection with the attached application it should be understood that attorneys are working on the plans for a corporation to which corporation all of the mining claims and all of the personal property and equipment of the Strawberry Tungsten Mine will be transferred on completion and when completed the above mentioned corporation will be the vehicle instead of the undersigned.

Should the corporation be completed before the loan is approved you will be requested to substitute the corporation name in the place of the undersigned. It has already been agreed that Mr. David D. Baker will continue as manager of the corporation in the same capacity he has acted in for the past year and a half.

It is requested that because of the conditions governing the operation of the Strawberry Tungsten Mine as stated in the application that if possible this application for loan be processed so that it can go into effect not later than June 15, 1952. In this connection if your technical staff should wish to discuss any of the details set forth in the application Mr. Baker could go to Washington on short notice.

Yours very truly,

Defense
MAR 3 - 1952

A. R. McGUIRE, Operating
"Strawberry Tungsten Mine"

ARM:jm

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

MF-103 Should Be Filed With General Technical Data Form MF-100

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

Not To Be Filled in by Applicant

Docket No. DMEA-2456
Metal or Mineral
Date Received 3-31-52
Amount $
Participation (Government %)

A. R. McGuire, Operating
"STRAWBERRY TUNGSTEN MINE"
1739 Terrace Avenue
Fresno 3, California

Name and address of applicant

Date March 26, 1952

If you have already filed MF-100, give date filed _____, type of assistance requested _____,

DMA Docket Number (if available) _____

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four copies each, of the signed application form, General Technical Data Form MF-100, and answers to questions as specified, to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive office thereof, with your name and address on each sheet of the application and all accompanying papers. If you have previously filed MF-100, it is not necessary to file it again. However, you should indicate in space provided above the type of assistance previously applied for (loans, procurement contracts, etc.) and DMA Docket Number, if available. *When a question is inapplicable it should be so stated in the form.* Additional sheets should be attached in answering any questions or in supplying additional information. IF YOU CANNOT ANSWER A QUESTION, SO STATE.

1. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

   (*b*) If you are not the owner of the property, submit a copy of the lease, purchase option, or other agreements under which you are authorized to operate the property with each copy of your application.

   (*c*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

   NOTE: (1) If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*c*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

   (2) If applicant is not the owner of the property or if there are any liens or encumbrances against the property, copy of agreements of claimants, lienors, encumbrances, and lessors subordinating their interests in the property to the interest of the Government under the Exploration Project Contract will be required for attachment to the Contract.

DEFENSE MINERALS ADMINISTRATION
MAR 3 - 1952

2. (*a*) What metals or minerals do you expect to find?

   (*b*) Furnish statement of the geologic features of your property, giving type of ore deposit and reasons for expecting to find commercial ore bodies. Illustrate with maps or sketches. If you have a geologic or engineering report, or assay maps showing width and grade, please send them with application, stating whether or not you wish to have them returned.

The information requested in questions 3, 4, 5, 6, 7, 8, and 9 below should be answered specifically and in detail, as this information will be attached to and incorporated as part of the Exploration Project Contract, if such contract is entered into with you by the Government.

ANSWER EACH QUESTION ON SEPARATE SHEETS OF PAPER AND SUBMIT A COPY OF EACH ANSWER FOR EACH COPY OF YOUR APPLICATION.

3. (*a*) Describe fully the proposed work and give the total cost of the project.

   (*b*) State the time required to start the project and to complete it.

4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

5. Furnish an itemized list of existing facilities, buildings, installations, and fixtures with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition.

6. Furnish a detailed list of additional facilities, buildings, and fixtures to be purchased, installed, or erected by you, with the estimated cost of each item.

7. Furnish a detailed list of operating equipment, separated into items to be—

   (*a*) Rented

   (*b*) Purchased

   (*c*) Furnished by you

   with the rental, purchase price, or depreciation of each item, as the case may be, to be charged as a cost of the project.

8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

10. (*a*) How much are you prepared to invest in the proposed project?

    (*b*) Is this amount sufficient to pay your part of the cost of the project, in accordance with the regulations on Government participation (Sec. 9 of MO–5)?

11. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

CERTIFICATION

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

"STRAWBERRY TUNGSTEN MINE"
(Name of company ~~XXXXX~~ mine)

By [signature]
(Signature of authorized official)
A. R. McGUIRE

March 26, 1952
(Date)

Owner
(Title)

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.

The above application including the answers to all questions therein made has been prepared by myself in collaboration with A. R. McGuire and the facts therein stated I believe to be correct. I have been in charge of the Strawberry Tungsten Mine for a year and a half and am familiar with the mine.

[signature]
DAVID D. BAKER-General Manager

FORM MF 103

1. (a) This exploration project involves eleven unpatented mining claims known as the Strawberry Group in Sec. 25, T4S, R24E, Sec. 30, T4S, R25E, Sec. 36, T4S, R24E, and Sec. 31, T4S, R25E, M.D.B.&M., Madera County, California (See map attached).

   (b) See copy of operating agreement attached.

   (c) The exploration will be entirely on the claims described above.

2. (a) Tungsten occurring as scheelite ($CaWO_4$).

   (b) The deposit is of the contact metamorphic type with the ore occurring in bunches and spurs of tactite adjacent to contacts, dikes, and sills of granodiorite. The deposit has been examined by geologists of the U.S.G.S. and their reports are available in Washington. The Bureau of Mines diamond drilled the property in 1948 but did not explore the deposit at depth (See information circular 4543). This project envisions exploration of the downward extension of an ore zone which has produced to date over 35,000 units and will eventually show a production in the neighborhood of 50,000 units from the surface workings including less than 100 ft. of depth.

3. (a) The first phase of the project calls for sinking a new shaft from the surface to open up a new exploration level 150 ft. beneath the present working level of the No. 1 mine. After the shaft is completed it is planned to drive a drift to connect the No. 1 mine workings with the No. 5 mine workings and to cross cut to the east granite contact to explore the projected position of the No. 2 open pit deposit. From these openings it is proposed to diamond drill at suitable intervals to fully explore the limestone area between the No. 1 and No. 5 mines. This project will require crosscutting approximately 50 ft. from the present workings to the new shaft location, raising 90 ft. to the surface, and sinking in a 60 degree incline for a total slope distance of 230 ft. to provide a 150 ft. interval and to allow for a skip loading pocket and sump. Following the completion of the shaft there

will be required 1000 ft. of drifting and crosscutting and up to 5000 ft. of diamond drilling. The proposed shaft and tunnels are shown on the attached maps. The second phase of the project which is planned for opening up a lower exploration level at the No. 4 mine, has two alternative procedures either of which is practicable. The preferred plan is to sink the No. 1 shaft, drift to the No. 5 mine and then drive an 1800 ft. tunnel to explore the downward extension of the No. 4 orebodies. This has the advantage that it will serve to explore all of the intervening ground between the No. 5 and No. 4 mines and also would eliminate all surface haulage of ore which has been a serious handicap to the Strawberry mining operations.

The alternative procedure would be to construct a new road (including approximately one and one half miles of rock cuts) suitable for heavy haulage and sink a shaft adjacent to the southern extremity of the No. 4 ore zone. This would require a separate power plant and hoist, separate compressor, and other surface installations which added to the cost of sinking the shaft would make this plan cost as much if not more than driving the long exploration tunnel. The attached map shows the proposed shaft and the exploration tunnels designed to explore the No. 4 deposit. The cost of this phase of the project is estimated at $130,650.00 if the shaft sinking plan is followed and $123,900.00 if the long exploration tunnel is driven. Although we realise that a longer time will probably be required to complete the project if the long exploration tunnel is driven we are firmly of the opinion that this plan should be followed since it could result in an all year operation which heretofore has been impracticable because surface transportation of ore has proved to be impossible during the winter season.

COST ESTIMATES

Proposed exploration of No. 1 and No. 5 mines:

1. Drift 50 ft. to west from 70' level @ $30 per ft. - - - - $ 1,500.00
2. Raise shaft 90 ft. to surface @ $50 - - - - - - - - - - - - 4,500.00
3. Sink shaft 230 ft. @ $200 - - - - - - - - - - - - - - - - - 46,000.00

4. Drift and crosscut 1000 ft. @ $30 - - - - - - - - - - $ 30,000.00
5. Raise 800 ft. @ $25 - - - - - - - - - - - - - - - - - - 20,000.00
6. Diamond drilling 5000 ft. @ $5 - - - - - - - - - - - 25,000.00
7. Skip loading pocket - - - - - - - - - - - - - - - - - - 5,000.00

$132,000.00

Proposed Exploration of No. 4 Mine:

1. Raise shaft 75 ft from tunnel level to surface @ $50 per ft. - $ 3,750.00
2. Sink shaft 200 ft. @ $200 per ft. - - - - - - - - - - 40,000.00
3. Drifting and crosscutting 830 ft. @ $30 - - - - - - 24,900.00
4. Raises 800 ft. @ $25 - - - - - - - - - - - - - - - - 20,000.00
5. Diamond Drilling 5000 ft. @ $5 - - - - - - - - - - - 25,000.00

$113,650.00*

Road - - - - - - - - - - - - - - - $ 5,000.00
Surface Plant, Ore Bin, Head Frame and Hoist - - - - - - - - 12,000.00 — 17,000.00

$130,650.00

*Note: Substituting 1800 ft. of drifting to replace the shaft would eliminate $43,750 and add $54,000 (1800 ft. x $30) to the cost of the exploration project and would eliminate the $17,000 item for surface equipment. Total cost of the second phase of the project would then be $123,900.

SUMMARY

Exploration of No. 1 and No. 5 Mines - - - - - - - - - - $132,000.00
Exploration of No. 4 Mine - - - - - - - - - - - - - - - 123,900.00

$255,900.00

10% contingency allowance to cover higher labor and material costs - 25,590.00
Total Cost of Project - - - - - - - - - - - - - - - - - - $281,490.00

Note: These cost estimates contemplate amortizing $61,500 worth of equipment at rate of $50 per ft. of shaft sinking and $11 per ft. of drifting, crosscutting

and raising.

(b) The progress schedule would be worked as nearly as possible to conform to the following:

June 1 - Cross cut @ 10 ft. per day - 5 days
Widening for station - 5 days

June 10 -Raise 90 ft. @ 10 ft. per day - 9 days, allow 10.

June 20 -Installing timbering and track. Setting up hoist and completing ore bin - 10 days

July 1 -Sinking 230 ft. @ 5 ft. per day - 46 days - allow 60 days.

Sept. 1 -Setting up skip loading pocket, cutting out for station, etc., 15 days

Sept.15 -Drifting and crosscutting 700 ft. @ 10 ft. per day, 70 days. Crosscutting 300 ft. @ 5 Ft. per day-60 days.

Nov. 25 -This would complete the work during the 1952 season on the exploration of No. 1 and No. 5 Mines. Concurrently with the shaft sinking and tunnelling as much as possible of the diamond drilling and raising would be accomplished.

At the No. 4 mine diamond drilling would be carried on during the 1952 season to prove the persistence in depth of the ore deposits and thus check on the feasibility of lower level exploration there. Also the drift on the 75 ft. level would be continued to explore the continuity of the ore deposits found on the surface at the south end of the No. 4 ore zone.
In the winter of 1952-1953 the exploration crew could start driving the exploration tunnel from the No. 5 mine to the No. 4 mine. As this work would be a continuation of the drift to the No. 5 mine there would be no delay and could probably be started by December 15th.

The schedule would then be as follows:

Dec. 15 - Drifting 1800 ft. at 10 ft. per day, (6 months) to reach the No. 4 ore zone.

June 15 - Start on exploration of No. 4 orebodies requiring 600 ft. of drifting. This would be continued during summer of 1953 so that the ore from the lower levels of the No. 4 deposit would become available for mining during the 1954 season and the entire exploration including diamond drilling would be completed during the summer of 1953.

4. The attached maps show the general layout of the present mine workings.

5. The mine is fully equipped for mining and milling at the rate of 75 tons per day. The existing facilities are covered by insurance in the amount of $185,500.

The buildings include:

1. Mill building
2. Warehouse
3. Compressor building
4. Six bunkhouses
5. Boarding house and separate cook's quarters
6. Change room
7. Wash house
8. Office and superintendents apartment
9. Manager's residence

Equipment includes:

1. 315 cubic ft. compressor, diesel engine driven
2. 350 cubic ft. compressor, gasoline engine driven
3. 105 cubic ft. compressor, gasoline engine driven
4. Three jackhammers
5. Three stopers
6. Four drifters
7. One 20 H.P. Hoist (Will be used in mining operation)
8. One model 12 Eimco Rockershovel
9. One model 12B Eimco Rockershovel
10. Six mine cars (some repairs needed)
11. One 10" x 20" Pacific Jaw Crusher
12. One 22" Symons Cone Crusher
13. One 4' x 4' Roy & Titcomb Ball Mill
14. Three vibrating screens
15. Six Denver Sub A Flotation cells
16. Eight Galigher Flotation cells
17. Seven Fagregren Flotation cells
18. One Denver Unit cell
19. One 26 ft. thickener

770

20. Two conditioner tanks
21. Six Wilfley and Deister tables
22. One 25 ft. dryer
23. One magnetic separator
24. One Goulds Triplex water pump
25. One Redwood water tank
26. Two 10,000 gallon fuel tanks
27. Two 3,000 gallon fuel tanks
28. Two UD 18 International Diesel engines
29. One 285 H.P. Chicago Pneumatic Diesel Engine
30. One D-6 Caterpillar bulldozer.

There are many additional small items.

6. Additional buildings and fixtures needed will be confined strictly to the facilities needed for carrying on the exploration works such as:

Hoist - - - - - - - - - - - - - - -	approx.	$ 5,000.00
Hoist House - - - - - - - - - - - -	"	2,000.00
600 cu. ft. compressor - - - - -	"	14,000.00
Compressor house - - - - - - - - -	"	2,000.00
Drills - - - - - - - - - - - - - -	"	3,000.00
Mancha Locomotive - - - - - - - -	"	3,500.00
Mucking Machine - - - - - - - - -	"	3,000.00
Diamond Drill - - - - - - - - - -	"	4,000.00
Head Frame - - - - - - - - - - - -	"	5,000.00 ms
Ore Bin - - - - - - - - - - - - - -	"	10,000.00 ms
Skip - - - - - - - - - - - - - - -	"	1,000.00
Ventilation fan and tubing - - -	"	5,000.00
Mine Cars and Rail - - - - - - -	"	4,000.00
		$ 61,500.00

7. It is contemplated that purchase will be made of all of the above listed equipment and charged against the project.

8. The 1951 wage scale was:

Shift Bosses - - -	$1.75 per hr.
Miners - - - - - -	1.65 per hr.
Muckers - - - - -	1.50 per hr.

Depending on the local labor supply and the wage scale existing in Nevada and California mining districts we may have to adjust the 1952 scale upward to the extent of 20¢ to 25¢ per hour. The number of employees on the

exploration will probably not exceed:

3 Shift Bosses - - - -	$2.00	per hr.
12 Miners - - - - - - - -	1.85	per hr.
6 Muckers - - - - - - -	1.70	per hr.
2 Diamond Drillers - -	2.00	per hr.
3 Hoistmen - - - - - -	1.85	per hr.
3 Skip Tenders - - - -	1.85	per hr.

(Time and one-half is paid for Saturdays and Sundays.)

We request the right to put shaft sinking, drifting and diamond drilling on contract if such becomes advisable to expedite the project.

9. All materials, engineering, assaying, power, water, utilities, etc., are included in the cost estimates furnished above.

10. (a) We are prepared to invest $70,372.50

(b) This amounts to one fourth of the total cost of $281,490 and is sufficient on the basis of the government aid in amount of 75% of the cost of a tungsten exploration project.

11. It should be clearly understood that the proposed exploration project must be flexible and subject to adjustment (or possible abandonment in whole or in part) in the light of information becoming available as the work proceeds.

Form MF-100
(May 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Form approved.
Budget Bureau No. 42-R1026.

GENERAL TECHNICAL DATA
FOR USE UNDER THE
DEFENSE PRODUCTION ACT OF 1950

NOT TO BE FILLED IN BY APPLICANT

Docket No. DMEA-2456

Date received 3-31-52

A. R. McGUIRE, Operating,
"STRAWBERRY TUNGSTEN MINE"
1739 Terrace Avenue
Fresno 3, California

Name and address of applicant

Date March 26, 1952

INSTRUCTIONS

This form is to be filed with Defense Minerals Administration, Department of the Interior, Washington 25, D. C. It should be accompanied by appropriate application form when a specific type of Government assistance is requested, in the form of (1) loan, (2) purchase contract, (3) Government guarantee of a private loan, (4) priorities or allocation of mining equipment, and maintenance, repair and operating supplies, and (5) other forms of Government assistance that might arise under the Act. Submit four (4) signed copies of the form and accompanying papers. Name and address should be stamped or typed on each sheet of this form and all accompanying papers. *When a question is inapplicable it should be so stated on the form.* Additional sheets may be attached in answering any questions or in supplying additional information. (IF YOU CANNOT ANSWER A QUESTION, SO STATE.) If a question is answered elsewhere indicate where answered. It is not necessary to answer it again.

GENERAL TECHNICAL DATA

Supply the following information on separate sheets, arranged, numbered, and lettered as indicated:

1. Materials produced:
   (*a*) What are the chief mine, mill, or smelter products?
   (*b*) What are the byproducts, if any?
2. Name(s) and type(s) of mine(s), mill(s), smelter(s), refinery(ies), pit(s), quarry (ies), drilling operation(s). Include old names of property, if any. Show extent of workings, including the following:
   (*a*) Linear feet of shafts.
   (*b*) Linear feet of drifts and crosscuts.
   (*c*) Linear feet of tunnels or adits.
   (*d*) Linear feet of other mine openings (explain briefly).

   Indicate whether mine is flooded or not. Describe any pumping problems. Give size or productive capacity.
3. For each operation listed above supply the following:
   (*a*) Distance and direction from nearest town and shipping point.
   (*b*) Mining district.
   (*c*) Township, Section, Range.
   (*d*) County, State.
4. (*a*) State whether or not property is now in operation, and if in operation, by whom operated.
   (*b*) Are you operating this property as:
   - [x] Owner.
   - [ ] Lessee.
   - [ ] Contractor.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
MAR 31 1952

5. Number of years in production 7 yr.

   If not in production or operation, estimated date when production will begin _____
6. Experience of operators:

   Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who manage the project.
7. History:
   (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for suspension of operation.
   (*b*) State briefly the known history and production of adjoining and neighboring properties.
   (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

8. Names and addresses of Officers, Directors, or Partners, and in addition thereto, the five largest stockholders if applicant is a corporation.

Name and Address (a)	Official Title (If officer is also director indicate by "D") (b)	Total of Annual Salary, Commissions, Bonuses, Etc., Received From Applicant and Affiliates During Last Fiscal Year (c)	Estimated Net Worth Outside of Interest in Applicant (d)	Number of Shares Held in Applicant Corporation: Common (e)	Number of Shares Held in Applicant Corporation: Preferred (f)	Life Insurance Carried for Benefit of Applicant: Amount (g)	Life Insurance Carried for Benefit of Applicant: Net Cash Surrender Value After Loans (h)
	Total		x x x x x			x x x x x	x x x x x

If more lines are needed continue on separate sheet.

9. Capital Stock Issues:

For Corporate Applicants

Item	Authorized (a)	Outstanding (b)	Par Value (c)	Number of Shares Outstanding (d)	Dividend Rate Last Paid* (e)
Common stock	$	$	$		
Preferred stock	$	$	$		

*Indicate period covered.

10. Production:

Item	Kind of Product (a)	1948 Total (b)	1949 Total (c)	1950 ~~Total~~	1951	Present Average Monthly (e)
1. Quantity of product mined or quarried (Short, long, metric tons; barrels; pounds; etc.)	short tons tungsten ore	2665	1469	2966	10844	2000
2. Quantity of product processed (specify unit of measure and type of process)	units of 20 lbs. WO3	3412.5	2302	2390.8	6756	1000
3. Quantity and grade of product sold or shipped (specify units of measure)	units of 20 lbs. WO3, 70% grade	3412.5	2302	2390.8	6756	1000

11. Do you contemplate a change in the present average monthly rate of production? If so, state estimated maximum monthly production and basis of change.

12. Ore or Mineral Reserves:

(a) Describe the ore or mineral deposit briefly. Accompany the application by any available report on the geology and ore reserves.

FORM MF 100

1. (a) Materials produced are tungsten ($CaWO_4$ scheelite) concentrates.

   (b) There are no byproducts.

2. (a) 70 ft. shaft - Strawberry Tungsten Mine, open pit, open stope, and shrinkage stope mining.

   (b) 900 ft. drifts and cross cuts

   (c) 400 ft. adits

   (d) 400 ft. raises

   The mine makes very little water as it is all handled by intermittent operation of a three H.P. Pump. About 3 gallons per minute.

   The rate of production during the past season was 75 tons of ore per day, yielding about 1000 units of tungsten concentrates per month.

3. (a) The mine is 56 miles on black top and 32.5 Forest Service dirt road from Fresno, the nearest shipping point.

   (b) It is in the Jackass Mining District

   (c) The claims lie in Section 36, Township 4S, Range 24E, and Section 31, Township 5S, Range 25E M.D.B.M.

   (d) Madera County, California

4. (a) The mine is now in operation but only during the summer season. In winter the mine is inaccessible because of heavy snows. The mine is being operated by the Fresno Mining Company.

   (b) The Fresno Mining Co. operates under an agreement with the owners.

5. The mine has been operated for 7 years. The mine was first in production in 1943 and has been operated continuously with exception of 1946 and 1947.

6. The mine is under the Management of David D. Baker, mining engineer, with 30 years experience and formerly Manager of Tungsten Operations for U. S. Vanadium Corp.

7. The Strawberry Mine was developed during the mining season of 1943. The nation being very short of tungsten at this time, the government requested that the mine be operated during the winter. This was done at greatly added costs to the operators. The mine and mill were kept in continuous operation until the end of

October, 1944 during which time a total of 15,859.43 tons of ore were treated, producing 16,126.16 units of WO_3. As the national emergency for tungsten had passed and the Metals Reserve Co. terminated its buying program, the mine was closed down. The mill operated only for a part of the season of 1945 mostly on tailings from the previous operations. Rehabilitation of the mine, mill, and roads was started in October, 1947. Mining was resumed in 1948 and has been continuous to the present date excluding the usual winter shut-downs and the short interruption after the fire in 1950.

11. The average monthly production from the mine is expected to be approximately the same as in 1951 (75 tons crude ore per day, yielding approximately 1000 units of WO_3 per month). A tailings retreatment plant is being constructed which when placed in operation will have potential capacity to double the current mill output during the life of the tailings operation. There are between 14,000 and 16,000 tons (some of the tailings have been lost by flood conditions) of tailings available for retreatment which are expected to yield 0.4 units per ton. The tailings are to be retreated concurrently with the current mill tailings and the rate of retreatment of the tailings has not been established definitely.

12. The ore occurs as a contact metamorphic tactite deposit along granitic contacts with a rather large pendant of sedimentary and metamorphic rocks. Orebodies are formed as spurs or lenses of relatively high grade deposits.

13. The mine is accessible by 32.5 miles of graded Forest Service Road from Bass Lake, California, which is 56 miles from Fresno over a modern paved highway.

14. Water is taken from Granite Creek by a Goulds Triplex pump which supplies 100 gallons per minute to the mill. This supply is supplemented by a 4 inch gravity pipe line that taps a perrenial spring supplying approximately 150 gallons per minute. There is ample water for all needs.

15. Power is supplied by a 285 H.P. Chicago Pneumatic Diesel engine and generator supplemented by a UD 18, 100 H.P. International Diesel engine and generator. Plans are being laid to install a 300 H.P. auxiliary power plant.

16. Miners - 12 Mill - 8 Surface - 24 (including construction workers.)

Commissary - 6 Office - 1

17. The mine is fully equipped with boarding house, bunkhouses, change room, etc. to take care of a 35 to 50 man crew. The mill has gravity equipment adequate for treating 75 tons per day and sufficient flotation cells to treat from 150 to 200 tons per day. All of the buildings have been rehabilitated during the past year. The following is a list of major equipment:

BUILDINGS

1. Mill building
2. Warehouse
3. Compressor building
4. Six bunkhouses
5. Boarding house and separate cook's quarters
6. Change room
7. Wash house
8. Office and superintendent's apartment
9. Manager's residence

EQUIPMENT

1. 315 cubic ft. compressor, diesel engine driven
2. 350 cubic ft. compressor, gasoline engine driven
3. 105 cubic ft. compressor, gasoline engine driven
4. Three jackhammers
5. Three stopers
6. Four drifters
7. One 20 H.P. Hoist (Will be used in mining operation)
8. One model 12 Eimco Rockershovel
9. One model 12B Eimco Rockershovel
10. Six mine cars (some repairs needed)
11. One 10" x 20" Pacific Jaw Crusher
12. One 22" Symons Cone Crusher
13. One 4' x 4' Roy & Titcomb Ball Mill
14. Three vibrating screens
15. Six Denver Sub A Flotation cells
16. Eight Galigher Flotation cells
17. Seven Fagregren Flotation cells
18. One Denver Unit cell
19. One 26 ft. thickener
20. Two conditioner tanks
21. Six Wilfley and Deister tables
22. One 25 ft. dryer
23. One magnetic separator
24. One Goulds Triplex water pump
25. One Redwood water tank
26. Two 10,000 gallon fuel tanks
27. Two 3,000 gallon fuel tanks
28. Two UD 18 International Diesel engines
29. One 285 H.P. Chicago Pneumatic Diesel Engine
30. One D-6 Caterpillar bulldozer

There are many additional small items.

18. In past seasons, because of the unstable market and the short operating season very little development work was done in the Strawberry Mine in advance of production. Thus each year's operation was a project in itself and the operators were neither able or disposed to prepare orebodies for mining the following year. In 1951 encouraged by the Government's buying program the operators performed all possible development work in preparation for the 1952 season and when the mine was shut down in November 1951, the conditions were such that sufficient ore for the 1952 season was practically in sight. None of this ore could be called measured or proved and none of it has been sampled. The control of mining has been entirely by use of the fluorescent light in correlation with mill control analyses. During the last few weeks of the 1951 operating season the ore taken from various working places in the No. 5 and No. 4 mines averaged 1.65% WO3 as indicated by composite mill head samples. This is the grade of ore that will be available for mining when the 1952 season starts but as the orebodies vary in grade from 0.5% to 3% WO3 or better and since insufficient development work has been done to actually block out the ore in advance of mining and to determine its grade it is not possible to predict with any accuracy the probable tenor of the ore to be mined in 1952. It is expected to average at least 1% WO3. As shown in the tabulation of ore reserves there are about 15,000 tons of possible and probable ore available for extraction from the present working levels. It is expected that this ore will be practically all taken out this summer with recovery of at least 7,000 units of WO3.
Records of past production show that 35,000 units of WO3 have already been produced from the Strawberry Mine. When the remaining ore has been extracted from the present workings and after the tailings have been retreated it is quite conservative to state that 50,000 units of WO3 will have been produced from the surface zone reaching less than 100 ft. from the surface. At present prices this would have a value of $3,150,000.00. If the future possibilities of the Strawberry deposit were to be gauged by its past output of 500 units per foot of depth it is indicated that in a mining interval of 150 feet the potential produc-

tivity is 75,000 units, valued at the present market at $4,725,000.00.

It should be fully understood that the foregoing statement is based solely on arithmetical calculations from the above mentioned record of production and is not to be construed in any way as an engineering evaluation. It is offered merely as a suggestion of the possible value of the orebodies that may be found if the zone underlying the presently known orebodies proves to be as productive as the surface zone.

The deposit has been examined by geologists of the United States Geological Survey and by engineers of the U. S. Bureau of Mines. Their reports are available in Washington. No geologic evidence has been discovered which would rule out or limit the possibility that the deposit may extend to great depth, or that the relatively small and scattered orebodies discovered to date could not be underlain by massive orebodies as at Pine Creek.

Only a small amount of diamond drilling has been done, but it is of interest to note that one hole has proved the persistence of the No. 5 area to a depth of 57 ft. below the adit level, and another hole drilled vertically downward from the 70 ft. level of the No. 1 mine continued in ore for a distance of 45 ft. before it left the ore and entered the limestone footwall. No drilling has been done below the adit level of the No. 4 mine where the most persistent orebodies found to date in the mine are located. From knowledge now at hand it appears that the No. 4 mine may prove to be the largest potential source of ore on the property. In summary, the Strawberry Mine is equipped to mine and mill from the near surface workings at the rate of 75 tons per day. It has a successful and profitable record, turning out over 1000 units of tungsten concentrates per month during the operating season. The surface orebodies are nearly worked out and it is now necessary to inaugurate an immediate and aggressive exploration program to open up the lower levels and discover the size and nature of any underlying orebodies that may exist if the productive life of the mine is to be extended.

(*b*) If deposit is other than placer:

(1) Submit assay plans and/or sections showing location and size of proved (measured) and probable (indicated) ore or mineral reserve.

(2) State the tonnage (indicate type of ton) and grade of each class of ore reserve, as above, and show how computed. Tabulated total ore reserve as follows:

TOTAL ORE OR MINERAL RESERVES

Ore or Mineral Reserve	Estimated Tons (a)	Metal or Mineral Content Per Ton (Grade) (b)	Gross Value Per Ton (c)	Recoverable Unit Value Per Ton (d)	Estimated Cost of Production Per Ton (e)
Measured (proved)					
Indicated (probable)	15,000	1% WO3	$63.00	.65 units $40.95	$20.00

(*c*) If placer:

(1) Give estimated total yardage and average marketable mineral content of each deposit.

(2) Submit map showing location of placer deposit and surrounding area, with all test holes or pits. Submit logs of each hole and test pit with depth and average value of each.

(3) Describe gravel, stating whether fine, medium or coarse; loose, tight, cemented, or frozen, and whether it contains stumps or boulders more than 1 foot in diameter; if so, how large, and in what proportion.

(4) Describe bedrock, giving type (granite, sandstone, shale, etc.) and state whether it is hard or soft, smooth, uneven or rough.

(5) Describe overburden, stating whether loose, tight, or cemented; fine or coarse textured; furnish estimate of average thickness and total amount.

(6) Tabulate the reserves using the form outlined above for ore or mineral reserves.

13. Access Roads:

Give road distances to shipping, supply and residence points, stating kind and condition of roads.

14. Water Supply:

State source and quantity of water available for operations and whether sufficient for all seasons of year.

15. Power:

State amount of power used, rate per hour, and source thereof.

16. Labor:

State number and classes (miners, muckers, millmen, etc.) of men employed during a recent representative payroll period.

17. Equipment and Facilities:

Describe present equipment on the property, including buildings. (State condition.) List major pieces of equipment now owned or controlled and in serviceable condition available for this operation.

18. Are there any particular conditions or circumstances affecting your operations that are not described above? If so, explain.

CERTIFICATION

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

Strawberry Tungsten Mine
(Name of mine)

By [signature]
(Signature of authorized official)
A. R. McGuire

March 26, 1952
(Date)

Owner
(Title)

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.

U. S. GOVERNMENT PRINTING OFFICE 16—63792-1

COPY

APPENDIX "A" - (a).

LEASE AND OPERATING AGREEMENT

THIS INDENTURE, made and entered into this 6th day of October, 1947, by and between D.W. HAGGERTY And C.F. MADDEN, hereinafter called Owners, and A.R. MC GUIRE, hereinafter called Operator,

W I T N E S S E T H:

THAT, WHEREAS, Owners now hold a lease under date of July 23, 1942, from J.E. Cobb and Ruby L. Cobb, his wife, and J.A. McDougald and Matilda M. McDougald, his wife, a copy of which said lease is attached hereto, made a part hereof and marked Exhibit "A" hereto; there having been entered into in relation to said lease a modification thereof executed by the parties thereto under date of June 11, 1945, a copy of which modification is attached hereto as Exhibit "A-1"; there having been a second modification of said lease under date of April 30, 1947, a copy of which is attached hereto as Exhibit "A-2"; the said three documents constituting all of the agreements entered into between the owners hereto and the lessors of said mine; and

WHEREAS, Owners have installed upon the premises described in said lease Exhibit "A" hereto substantial and expensive mining machinery and equipment, including camp buildings, all of which are more particularly described and set forth in Exhibit "B" hereto attached; all of which said leased premises, buildings, machinery and equipment are commonly known as and will hereafter be called Strawberry Tungsten Mine and/or mine; and

WHEREAS, Owners are not now operating said mine and desire that A.R. McGuire, Operator herein, operate the same and that Operator take such steps as he deems necessary and advisable to place said mine in production;

NOW THEREFORE, the parties hereto agree as follows:

Owners to hereby give to Operator for such period of time as he may comply with the conditions hereunder, the right to go upon said mine to core drill and/or otherwise prospect for and develop additional ore and to utilize all of the property and equipment described in Exhibit "B" hereto for the purpose of prospecting and producing tungsten and/or other valuable minerals from said mine, from date hereof until such time as Operator determines in his own judgment that

tungsten and/or other minerals can no longer be produced therefrom in paying quantities and/or decides to cease operations hereunder as hereinafter provided; subject however to performance by Operator of the conditions herein agreed to be performed by Operator.

Operator is authorized to negotiate for and to procure from the Lessors in said lease Exhibit "A" hereto any more favorable conditions of operation than those now existing under said lease, and all such modifications shall be obtained in the name of Owners hereto and shall inure to the benefit of Owners in the event of any termination of this agreement with Operator.

Operator must at all time hereunder take good and proper care of said mining machinery and equipment set forth in Exhibit "B" hereto, and make necessary repairs thereto; but Operator shall not be responsible for decrease in value and/or usability due to ordinary wear and tear and use thereof, and/or injury by acts of God or other causes beyond the control of Operator.

It is recognized by all parties hereto that Operator will require a reasonable and rather substantial period of time in which to prospect for and block out sufficient bodies of pay ore to justify putting said mine into operation and it is not expected that Operator will be able to get into full production at said mine until some time in the Summer of 1949; although Operator will use reasonable diligence in getting into production under this agreement.

It is agreed that Operator shall keep accurate record of all monies expended by Operator and of all income from the sale of minerals recovered from operation of said mine; and that the net profits from said operations shall be utilized as follows:

(1) For the repayment to Operator of any money which Operator expended in developing said mine and/or putting it into production to the end that Operator's investment in this undertaking shall be returned to him before there is any division of profits hereunder;

(2) For building up a substantial operating cash reserve of Fifty Thousand Dollars ($50,000.00) which shall be kept intact or substantially so for the purpose of insuring major production and for taking care of emergencies and blocking out ore in

advance of mining it; it being understood and agreed that if any of said operating reserve is used it will be restored as soon as practical, up to the time of termination of operations hereunder; at which time, after payment of all costs, it will be divided equally between Owners and Operator; and

(3) The balance of net profits, over (1) and (2) above, shall be divided equally between Owners and Operator.

In this connection it is agreed that net profits referred to herein shall be defined as the gross value of all ore, concentrates and/or minerals sold from operations hereunder, less ordinary and necessary expenses of operation, including costs of sale, royalties,payable under Exhibit "A" hereto and any modification thereof which may be secured in the future and now existing, direct mining, milling and camp costs, depreciation of facilities acquired by the operation, costs of development, taxes of all kinds imposed against the property or the operation thereof, and reasonable charges for administrative expenses, supervision, etc., directly applicable to the operation and in accordance with accepted accounting practices.

For the purpose of facilitating the accounting and of keeping correct records, it is agreed by Operator hereunder that he or his assigns will keep a separate bank account into which all advancements made by Operator shall be deposited, including all income from operation of said mine, to the end that the record of deposits and the record of checks drawn will show complete receipts and/or expenditures; and all such records of deposits and expenditures will be open for inspection by Owners at all reasonable times.

There is excepted from this last provision that portion of royalty payable under modification Exhibit "A-1" hereto, bearing date of June 11, 1945, or any other modification which requires the payment of proportionate royalties directly to parties of the first part under the original contract of July 23, 1942, being Exhibit "A" hereto.

Operator agrees that he will not later than the 15th day of each calendar month render a monthly report, in writing, one copy to each of Owners hereto,

which said monthly statement shall accurately set forth the total expenditures during the previous calendar month and the total income for the previous calendar month.

Operator agrees to keep mining records such as is customarily done at the mine, which said records shall be open to inspection by Owners at any and all reasonable times. Operator will keep accurate books of account at Fresno or any other location desired, covering all operations of said mine such as is the custom of mine operators, all of which said books and accounts shall be open to Owners for inspection at all reasonable times.

Operator further agrees that he will make a quarterly report, in writing, to Owners showing the net profit from operations hereunder not later than thirty (30) days after the end of each calendar quarter, and with such report Operator shall remit to Owners a check for the Owners' one-half of the net profits secured by operations hereunder as hereinbefore provided.

Owners may at any time go upon said leased premises by themselves or their duly authorized agents to inspect all operations being conducted thereon, to make suggestions and recommendations and to inspect mac inery and equipment being used by Operator.

It is specifically agreed that any mining machinery and/or equipment or personal property placed on said mining premises by Operator, with Operator's money, shall belong to Operator; and Operator may remove the same upon termination of this agreement as hereinafter set out, up to the time when all of Operator's new money has been repaid to him from operations from said mine, at which time all personal property and improvements placed on said mine by Operator shall become a part of the mine equipment and thereafter in event of cecssation of operations hereunder, Owners and Operator shall own equally, after all operating costs and obligations have been paid, any money received from the sale of such machinery and/or other personal property and shall be divided equally between Owners and Operator.

Operator shall at all time conduct mining operations at said mine in accordance with good mining practices and in compliance with all laws, governmental rules and regulations, and Operator shall carry industrial compensation

insurance. Operator further agrees that he will not suffer or permit at any time any lien for labor or materials and/or any attachment lien to be filed against said mine; and Operator agrees to save Owners harmless from and indemnify them against any such lien or liens as the case may be. Operator agrees that should any such lien be filed he will pay said charge and cause said lien to be removed within a period of not to exceed sixty (60) days, unless Operator in good faith believes said lien to be unjust; and should Operator determine said lien to be unjust and desires to contest same, Operator may contest said lien upon giving written notice to Owners that he desires so to do; and should such contest result in establishment of such lien then Operator agrees within thirty (30) days after final determination of such contest to pay said lien or liens as the case may be.

Owners will cause to be posted a Notice of Non-Liability at said mine and when so posted Operator agrees to use reasonable diligence to see that said notice is maintained at said mine.

It is specifically agreed herein that this operating agreement is not a partnership and Operator shall incur no bills or obligations directly or indirectly involving the credit or responsibility of Owners; and Operator does further agree to save Owners harmless from and indemnify them against any and all such claims.

It is further agreed that Operator shall employ and discharge all men at the mine; that he shall have complete control of all such operations and that the judgment of Operator in connection with operations of said mine shall be controlling at all times.

It is one of the considerations of this agreement that Owners have special trust and confidence in Operator's ability as a mining engineer and mine operator to operate said mine, but Owners do likewise agree that they will co-operate with Operator in all reasonable ways to the furtherance of procuring major production from said mine; and Owners will make available to Operator maps of the workings of said mine, geological and operating reports, and all other information Owners have and which Operator requests.

Owners do further specifically agree that in the event Operator elects to secure a government loan for the purpose of operating said mine and blocking out additional ore therein, that if required so to do in securing such loan Owners will subordinate their claim or right to participation hereunder to such loan until said loan has been paid.

It is further contemplated and expected that Operator will in the course of preparing for major operations hereunder desire to incorporate said mine and/or to enter into a limited partnership or other agreement providing for permanent operations and in securing additional and required capital; and in this connection Owners consent that Operator may do any of these things, and that Operator may make assignment of this operating agreement for any of the above purposes.

Operator agrees that administrative expenses in connection with the operation of said mine shall not exceed the sum of One Thousand Dollars ($1,000.00) per month up to the time dividends are being paid to Owners and Operator hereunder, at which time it is agreed that administrative expenses may be raised to such an amount as is consistent with the existing operation, the volume of production and the net profit being derived therefrom; and at all times in line with administrative expenses of other mines in the mining industry of similar production and profit.

Operatoragrees that he will perform or cause to be performed the lease Exhibit "A" hereto, and Operator agrees that he will cause to be paid during the life of this operating agreement all taxes on the possessory rights of Owners and Operator hereunder, and upon the improvements and personal property, such taxes to constitute one of the costs of operation hereunder. (State and County taxes for the fiscal year 1947-1948 are to be pro-rated between Owners and Operator as of date of this agreement).

It is recognized by all parties hereto that said mine is at a high altitude and will probably be snowbound for several months during the winter season; and Operator shall not be expected or required to operate during such periods of time as roads are not open and accessible to and from said mine. That when

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.

On this 4th day of October in the year one thousand nine hundred and forty-seven, before me, C.L. CLARK, a Notary Public in and for said County and State residing therein, duly commissioned and sworn, personally appeared A.R. MC GUIRE, known to me to be the person described in, whose name is subscribed to and who executed the within instrument, and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County, the day and year in this Certificate first above written.

C.L. CLARK (SEAL)
Notary Public in and for said
County and State

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 6th day of October, A.D., 1947, before me, Lorraine Hunter, a Notary Public in and for said County and State, personally appeared C.F. Madden and D.W. Haggerty, known to me, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal [illegible] day and year in this certificate first above written.

LORRAINE HUNTER (SEAL)
Notary Public in and for said
County and State

My commission expires Dec. 3, 1947.

covenants or conditions on his part to be performed hereunder than Owners may at their option terminate this agreement; but before doing so, Owners must serve on Operator a written notice specifying the default or defaults asserted by Owners and if Operator does not cure said default or defaults within a period of sixty (60) days then Owners may finally terminate Operator's rights hereunder by giving to him final written notice of termination of this agreement. In such event of final termination Operator agrees, subject to his then existing rights and interests in improvements, buildings, and personal property placed on said mining premises by Operator under the terms hereof, to deliver possession of said mine covering mining claims set forth in lease Exhibit "A" hereto to Owners. In the event of such termination prior to repayment to Operator of the capital invested by him, Operator shall have the right to remove all machinery and equipment placed on said mining premises by him, within a period of six months from date of such termination.

Any notice desired or required to be served upon Owners by Operator may be served personally or may be served by placing said notice in an envelope, postage prepaid, addressed to Owners at c/o Beverly Wildshire Hotel, Beverly Hills, California, and placing said envelope in a United States Post Office; and likewise, any notice desired or required to be served upon Operator by Owners may be served personally or may be served by placing said notice in an envelope, postage prepaid, addressed to Operator at 504 Helm Bldg., Fresno, California, and placing said envelope in a United States Post Office.

IN WITNESS WHEREOF, Owners and Operator have hereunto set their hands the day and year in this instrument first above written.

J.F. MADDEN

D.W. HAGGERTY

OWNERS

A.R. MC GUIRE

OPERATOR

roads are accessible and open to and from said mine, Operator will use reasonable diligence in operating said mine so as to secure the maximum production of tungsten and other minerals consistent with safe mining practices and subject to available machinery and equipment, taking into consideration also the price of tungsten and/or other minerals recovered from said mine and the cost of production. It is further expressly agreed that Operator shall not be required to operate at all should the price of tungsten drop to or below the price specified in lease Exhibit "A" hereto or any modification thereof.

It is agreed hereunder that Operator may terminate operations hereunder at any time, should Operator deem such operations unprofitable, or for any other reason, provided that Operator must give to Owners written notice at least sixty (60) days in advance of such termination so that Owners may upon such termination be prepared to protect their interests. Upon such notice of termination and the expiration of sixty (60) days thereafter, Operator shall be relieved from all further responsibility hereunder and all further obligation to perform the mining lease Exhibit "A" hereto or any modification thereof, and shall be responsible only for defaults, if any, which may have occurred up to the date of termination of operations hereunder.

It is recognized and agreed by Owners and Operator that Exhibit "B" hereto was made as of the 30th day of June, 1946, and that there have undoubtedly been some changes, and/or disappearances of assests; and it is agreed that Operator shall have until the 1st day of November, 1947, to make a corrected inventory of Exhibit "B" hereto; which corrected inventory shall be in writing, certified to be correct and signed by Operator, a copy of which said inventory shall be transmitted to Owners; and each of the parties hereto shall attach a corrected copy of said inventory Exhibit "B" hereto to this agreement, Should Owners have any objections to such corrected inventory Exhibit "B" hereto, they must make their objection within fifteen (15) days from receipt thereof whereupon Owners and Operators must thereafter get together and determine upon the correctness of Exhibit "B" hereto.

Should Operator fail, refuse or neglect to perform any of the terms,

COPY

EXHIBIT "A"

THIS INDENTURE made and entered into this 23rd day of July, 1942, by and between J.E. Cobb and Ruby L. Cobb, his wife, both of Fresno, Fresno County, California, and J.A. McDougald and Matilda M. McDougald, his wife, both of Madera County, California, parties of the first part; and C.F. Madden and D.W. Haggerty of Tonopah, Nevada, parties of the second part,

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars ($10.00) to the parties of the first part in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, and upon the further consideration of the payments, covenants and agreements hereinafter set forth and reserved by the parties of the second part to be paid, kept and performed, the parties of the first part hereby grant, sell and convey unto the parties of the second part, their heirs, successors and assigns, the Strawberry No. 1, Strawberry No. 2, Strawberry No. 3, Strawberry No. 4, Strawberry No. 5, Strawberry No. 9, Strawberry No. 10 and Strawberry No. 11 lode mining claims situate in Jack Ass Mining District, Madera County, California, to have and to hold unto said parties of the second part, their heirs, successors and assigns.

A.

In consideration of the foregoing grant and conveyance, the parties of the second part covenant and agree as follows:

1. To pay to the parties of the first part, their heirs, successors and assigns, upon the execution hereof, the sum of One Thousand Dollars ($1,000.00).

2. To pay to the parties of the first part, their heirs, successors and assigns, the sum of One Thousand Dollars ($1,000.00) per month commencing on the first day of September, 1942, and continuing such monthly payments until such time as a mill shall be placed in operation upon or in the vicinity of said mining claims, for the treatment of ores to be extracted from said mining claims, and payments commence under the provisions of Par. 3 next succeeding. The minimum payments to the parties of the first part under the provisions of this paragraph and Par. 3 next succeeding shall be $1,000.00 per month until June 1, 1943. Said mill tobe erected if and when ores

sufficient to justify the same are developed upon the mining claims hereinbefore described. Said mill shall be erected for the purpose of treating tungsten ores and shall have a minimum capacity of fifty tons per day.

3. If and when said mill shall be erected and placed in operation, then and thereafter the parties of the second part for themselves, their heirs, successors and assigns, covenant and agree that they will pay to the parties of the first part fifteen percent (15%) of the net sales price of all ores or concentrate product thereof which shall be mined from the above described mining claims, net sales price being defined as the amount of money which the parties of the second part shall receive from the sale of ores or concentrates after deducting actual cost of transportation and refining thereof and the actual cost of sale. Payment of said "15%" shall be made monthly on or before the 20th day of each calendar month for all ores or concentrates sold during the previous calendar month.

4. The parties of the second part, with all reasonable dispatch after the execution hereof, shall enter in and upon the above described mining claims and work, mine, explore and develop the same. Such mining, exploration and development to be done with reasonable diligence so as to extract the greatest amount of ore possible from said mining claims with due regard to the preservation of the premises as workable mines.

5. To conduct all mining operations in a proper, skillful and minerlike fashion and in a manner necessary to good and economical mining, and to work steadily and diligently unless prevented by labor strikes, scarcity of labor, extraordinary mining casualty, inability to obtain necessary machinery, tools, or supplies, acts of God, or conditions beyond their control, or when prevented by weather or weather conditions.

6. To well and sufficiently timber all mine workings in the premises where proper in accordance with good mining and to maintain such timbering.

7. To permit the parties of the first part and their agents or representatives to have access to all workings upon the mining claims above described for the purpose of sampling and testing the value of any and all ores that might be disclosed in any of the workings or which are lying upon dumps or which are being mined and milled, and for the purpose of inspection and

surveying, and to inspect the milling plant and the operations thereof and all metallurgical data and information, including all way bills, shipping receipts, smelter, reduction or sales returns, to the end that the parties of the first part may at all times be advised of all operations of or concerning said mining claims and milling plant.

8. To promptly pay for all labor, material and supplies used and employed upon said mines and mining claims or in connection with their operations, either mining or milling, or in the erection of such mining or milling plant, equipment or machinery as may be erected thereon.

9. To keep said premises and the whole thereof free and clear of all liens and encumbrances; to monthly on or before the 15th of each calendar month provide the parties of the first part with copies of all settlement sheets or returns from the sale of any ores or concentrates or any other product of said mines.

10. To provide full and adequate insurance to cover all workmen from industrial accidents so as to fully and in all respects comply with the laws of the State of California in that regard.

11. To perform during each year hereafter and complete on or before thirty days prior to July first of each year, sufficient work, labor or improvements on said mining claims so that in each year there will have been performed or placed upon said mining claim sufficient labor and improvements to constitute valid annual assessment work required to hold said mining claims under the laws of the United States.

13. To pay at all times all taxes that might be levied and assessed against said mining claims, the product thereof or any improvements or equipment placed thereon.

B.

The parties of the second part may surrender their rights under the terms of this indenture at any time, upon giving fifteen (15) days written notice of their intention so to do and thereupon and thereafter they shall be under no further liability to make any further payments to the parties of the second part, their heirs, successors or assigns. Upon giving such notice

they shall execute and deliver a deed of reconveyance reconveying said mines and mining claims to the parties of the first part or to their heirs, successors or assigns, and the parties of the second part covenant and agree that at the time of the execution of such reconveyance said mines and mining claims shall be free and clear of all liens and encumbrances.

C.

In the event of Surrender by the parties of the second part of their rights hereunder, or in the event of termination or forfeiture of their rights hereunder as hereinafter provided, the parties of the first part shall have the right for a period of sixty (60) days after notice of such surrender or sixty (60) days after termination and forfeiture, to purchase all or any part of the mining and milling machinery, mill, plant and equipment placed upon the premises by the parties of the second part for fifty percent (50%) of the cost thereof to the parties of the second part. If the parties of the first part shall fail or neglect to exercise their option to purchase such mining and milling machinery, mill, plant and equipment, within such sixty-day period, then the parties of the second part shall have the right to remove the same, if such removal takes place within sixty days thereafter; provided, however, that if it is impractical to remove said property or equipment during such period by reasnn of weather or weather conditions, scarcity of labor or labor strikes or other causes or conditions which are beyond the control of the parties of the second part, then such time shall be extended for a period of sixty days after such conditions shall have ceased.

If the parties of the second part shall fail to remove the mining and milling machinery and mill, plant and equipment within said period or periods, then the same shall become the property of the parties of the first part.

D.

The parties of the first part agree that there is included in the mining claims here conveyed all mining claims which they own in the immediate vicinity of and adjacent to the claims above described. The parties of the first part and/or the second part contemplate the location and acquisition of fractional mining claims in the vicinity of those above described and mill sites in connection with and as adjuncts to the mining claims above described. In the event of such acquisition such mining claims and mill

sites, including all water rights which may be acquired or which are appurtenant to the mill sites, shall on surrender of the rights of the parties of the second part hereto, or in the event of forfeiture of their rights hereunder, belong to and be the property of parties of the first part.

E.

The payment of the sum of One Thousand Dollars ($1,000.00) on the execution hereof and the payments of One Thousand Dollars ($1,000.00) per month during the period prior to the erection and operation of the mill shall be deemed to be advance payments on account of the "15%" payments from the proceeds of sales herein provided and shall be deducted from such payments until the sum shall have been fully absorbed; provided, however, that not more than one-half of the "15%" payments shall be deducted in any one month.

F.

It is understood and agreed between all of the parties hereto that J.E. Cobb and his wife, Ruby L. Cobb are entitled to one-half of all of the payments made under the terms hereof and that they are the owners of one-half of all benefits which may accrue under the terms hereof, and similarly, that J.A. McDougald and his wife, Matilda M. McDougald, are entitled to one-half of all of the payments made under the terms hereof and that they are the owners of one-half of all benefits which may accrue under the terms hereof.

G.

It is agreed between the parties that all payments made under the terms hereof shall be made at the First National Bank of Madera and that a copy of this agreement will be deposited with said bank for its instructions.

H.

In the event the parties of the second part shall be compelled to suspend operations because of labor strikes, scarcity of labor, extraordinary mining casualty, inability to obtain necessary machinery, tools or supplies or when operations are prevented by weather or weather conditions, acts of God or conditions beyond the control of the parties of the second part, then no payments shall be required to be made during such suspension period.

I.

It is agreed between the parties hereto that if the market price of tungsten shall fall below $14.00 per unit that the parties of the second part

may at their option suspend operations and in such event they shall be relieved of all payments during the suspension period and until such time as the market price of tungsten attains, for a period of thirty (30) consecutive days, a value of $14.00 per unit, whereupon operations shall be resumed.

J.

In the event the parties of the second part should fail or neglect to perform either or any of the covenants or agreements hereinabove set forth or shall fail or neglect to make any payments herein provided and such default or defaults continue for a period of thirty days after written notice thereof to the parties of the second part, then all the rights of the parties of the second part to the mining claims herein above described shall forfeit and be vested in the parties of the first part, their heirs, successors and assigns and said parties of the first part may thereupon and without any further notice, enter into and upon said mining claim and mill sites, take possession thereof and dispossess all persons therefrom.

K.

It is agreed that either or any of the parties hereto shall have the right to assign, sell or otherwise convey any rights that they have under the provisions hereof; provided, however, that if the parties of the second part should assign or convey, then the purchaser shall agree in writing that they or it will assume the performance of all obligations of the parties of the second part to the terms hereof.

L.

Notices, if and when required or provided for herein, shall be given to the parties of the first part, J.E. Cobb and Ruby L. Cobb, his wife, by mailing the same to them addressed: Fresno, Route 1, Box 574-B, State of California; and to the parties of the first part, J.A. McDougald and Matilda M. Mc Dougald, his wife, at Star Route, Box 6, Fresno, California; and to the parties of the second part by addressing them in care of J.C. Perkins, Tonopah, Nevada. All notices shall be by registered mail, postage prepaid.

M.

It is agreed between the parties hereto that the mill, if and when erected, shall not be used for the treatment of custom ores without the written consent of the parties of the first part first had and obtained.

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

J.E. COBB

RUBY L. COBB

J.C. MC DOUGALD

C.F. MADDEN

D.W. HAGGERTY

EXHIBIT "A-1"

THIS AGREEMENT, made and entered into this 11th day of June, 1945, by and between J.E. COBB and RUBY L. COBB, his wfie, both of Fresno, Fresno County, California, and J.A. MC DOUGLAD and MATILDA A. MC DOUGALD, his wife, both of Madera County, California, parties of the first part, and C.F. MADDEN and D.W. HAGGERTY, Tonopah, Nevada, parties of the second part,

W I T N E S S E T H:

WHEREAS, on the 23fd day of July, 1942, J.E. Cobb and Ruby L. Cobb, his wife, both of Fresno, Fresno County, California, and J.A. McDougald and Matilda M. McDougald, his wife, both of Madera County California, as parties of the first part, and C.F. Madden and D.W. Haggerty, of Tonopah, Nevada, as parties of the second part, entered into a certain indenture; and

WHEREAS, it is the desire of the parties to modify, amend and supplement said agreement as hereinafter set forth;

NOW THEREFORE, in consideration of the premises and valuable considerations passing to and from each of the parties hereto, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. That paragraph A. 3 of said indenture, dated the 23rd day of July, 1942, shall hereafter ~~read~~ as follows:

"3. If and when said mill shall be erected and placed in operation, then and thereafter the parties of the second part for themselves, their heirs successors and assigns, covenant and agree that they will pay to the parties of the first part ten percent (10%) of the net sales price of all future ores or concentrate product from this date thereof which shall be mined from the above described mining claims, net sales price being defined as the amount of money which the parties of the second part shall receive from sale of ores or concentrates after deducting actual cost of transportation and refining thereof and the actual cost of sale. Payment of said "10%" shall be made monthly on or before the 20th day of each calendar month for all ores or concentrates sold during the previous calendar month.".

2. There will be no change in royalty percentage on materials produced prior to this date.

3. The parties of the second part agree and recognize that there is due to the parties of the first part, for and on account of the percentage payments provided in said indenture to be made under paragraph A.3 of said indenture, the sum of approximately Twenty Thousand Dollars ($20,000.00). Immediately upon the execution hereof, the parties of the second part will pay to the parties of the first part the sum of Two Thousand Dollard ($2,000.00) payable One Thousand Dollars ($1,000.00) to J.E. Cobb and Ruby L. Cobb, and One Thousand Dollars ($1,000.00) to J.A. McDougald and Matilda M. McDougald, which shall be credited and applied upon said percentage balance now or thereafter due. The parties of the second part also promise and agree that on July 1, 1945, they will pay to the parties of the first part hereto the sum of One Thousand Dollars ($1,000.00) of which Five Hundred Dollars($500.00) shall be paid to J.A. McDougald and Matilda M. McDougald, which shall be applied upon the said balance due for and on account of said percentage payments, and that One Thousand Dollars ($1,000.00) shall be similarly paid and distributed on the first day of each month thereafter while mill is in operation, with all such payments credited and applied upon said percentage balance now or thereafter due until the full sum of approximately Twenty Thousand Dollars ($20,000.00) has been paid.

It is also understood and agreed that the parties of the second part will before ~~mill~~ starts instruct the buyers of concentrates or ores produced from this mine and mill to pay direct to the parties of the first part the ten percent (10%) of the net sales price as such becomes due.

Failures of the part of the second part to comply with the terms of this amendment (or amendments) will cancel it, and substitute in its place the terms as outlined in the original contract signed July 1942 and which is referred to onpage 1, lines 9 to 14, inclusive of this supplemental agreement or amendment.

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

J.E. COBB - RUBY L. COBB

J.A. MC DOUGALD
MATILDA MC DOUGLAD

Parties of the First Part

EXHIBIT "A"-2"

THIS AGREEMENT, made this 30th day of April, 1947, by and between D.W. HAGGERTY and C.F. MADDEN, copartners, the first parties, and J.E. COBB and J.A. MC DOUGALD, the second parties:

W I T N E S S E T H:

THAT, WHEREAS, the first parties are the lessees and the second parties are the lessors of that certain tungsten mining property located in the County of Madera, State of California, and known as the Strawberry Tungsten Mine; and

WHEREAS, the first parties are indebted to the second parties in the sum of $14,152.36 under and by virtue of said lease, and said parties are desirous of working out a solution for the payment of said sum to the second parties.

NOW THEREFORE, in consideration of the mutual covenants, agreements and promises on the part of the parties hereto to be performed, and in further consideration of the first parties paying to the County of Madera, State of California, the county taxes on said Strawberry Tungsten Mine in the sum of $9,750.23, and also in further consideration of the first parties paying the Metals Reserve Company a balance due said company in the sum of $12,535.03, and in further consideration of the first parties agreeing to use their best efforts to place said Strawberry Tungsten Mine in operation, the parties agree as follows:

1. The first parties agree that they will use their best efforts to place said Strawberry Tungsten Mine in operation as soon as can reasonably be done, and when the first parties shall have received from the operation of said Strawberry Tungsten Mine the sum of $192,000.00 in profits, then the second parties are to receive profits thereafter until the sum of $14,152.36 shall have been paid them in full.

2. In the event it becomes necessary to salvage the plant at said Strawberry Tungsten Mine and said sum of $14,152.36 has not been fully paid to the second parties, it is understood and agreed that the second parties are

to participate in the proceeds derived from the salvaging of said plant up to the amount of the unpaid balance then due them.

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

D.W. HAGGERTY - C.E. MADDEN

BY D.W. HAGGERTY (SIGNED)
First Parties

J.E. COBB (SIGNED)

J.A. MC DOUGALD (SIGNED)
Second Parties

EXPLORATION

Subject: DMEA-2456
Re: Exploration Loan
Strawberry Tungsten Mine
March 31, 1952

Mr. A. R. McGuire
1739 Terrace Avenue
Fresno 3, California

My dear Mr. McGuire:

This will acknowledge receipt of your application dated March 26, 1952 for a loan under the Defense Production Act of 1950.

Your application was assigned Docket Number DMEA-2456 and referred to the Iron and Ferro-Alloys Division.

Kindly refer to DMEA-2456 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Acting Administrative Officer

7862

DMEA-2456

1739 Terrace Avenue
Fresno 3, California
March 26, 1952

Defense
MAR 3 - 1952

Defense Minerals Exploration Administration
Washington, D. C.

Attention: Mr. C. O. Mittendorf, Acting Administrator

Gentlemen:

In connection with the attached application it should be understood that attorneys are working on the plans for a corporation to which corporation all of the mining claims and all of the personal property and equipment of the Strawberry Tungsten Mine will be transferred on completion and when completed the above mentioned corporation will be the vehicle instead of the undersigned.

Should the corporation be completed before the loan is approved you will be requested to substitute the corporation name in the place of the undersigned. It has already been agreed that Mr. David D. Baker will continue as manager of the corporation in the same capacity he has acted in for the past year and a half.

It is requested that because of the conditions governing the operation of the Strawberry Tungsten Mine as stated in the application that if possible this application for loan be processed so that it can go into effect not later than June 15, 1952. In this connection if your technical staff should wish to discuss any of the details set forth in the application Mr. Baker could go to Washington on short notice.

Yours very truly,

A. R. McGUIRE, Operating
"Strawberry Tungsten Mine"

ARM:jm

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-

MF-103 Should Be Filed With General Technical Data Form MF-100

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

Not To Be Filled in by Applicant

Docket No. DMEA-2456
Metal or Mineral
Date Received 3-31-52
Amount $
Participation (Government %)

A. R. McGuire, Operating
"STRAWBERRY TUNGSTEN MINE"
1739 Terrace Avenue
Fresno 3, California

Name and address of applicant

Date March 26, 1952

If you have already filed MF-100, give date filed _____, type of assistance requested _____,

DMA Docket Number (if available) _____

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four copies each, of the signed application form, General Technical Data Form MF-100, and answers to questions as specified, to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive office thereof, with your name and address on each sheet of the application and all accompanying papers. If you have previously filed MF-100, it is not necessary to file it again. However, you should indicate in space provided above the type of assistance previously applied for (loans, procurement contracts, etc.) and DMA Docket Number, if available. *When a question is inapplicable it should be so stated in the form.* Additional sheets should be attached in answering any questions or in supplying additional information. IF YOU CANNOT ANSWER A QUESTION, SO STATE.

1. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

   (*b*) If you are not the owner of the property, submit a copy of the lease, purchase option, or other agreements under which you are authorized to operate the property with each copy of your application.

   (*c*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

   NOTE: (1) If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*c*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

   (2) If applicant is not the owner of the property or if there are any liens or encumbrances against the property, copy of agreements of claimants, lienors, encumbrances, and lessors subordinating their interests in the property to the interest of the Government under the Exploration Project Contract will be required for attachment to the Contract.

2. (*a*) What metals or minerals do you expect to find?

   (*b*) Furnish statement of the geologic features of your property, giving type of ore deposit and reasons for expecting to find commercial ore bodies. Illustrate with maps or sketches. If you have a geologic or engineering report, or assay maps showing width and grade, please send them with application, stating whether or not you wish to have them returned.

DEPARTMENT OF THE INTERIOR
MAR 3 - 1952

The information requested in questions 3, 4, 5, 6, 7, 8, and 9 below should be answered specifically and in detail, as this information will be attached to and incorporated as part of the Exploration Project Contract, if such contract is entered into with you by the Government.

ANSWER EACH QUESTION ON SEPARATE SHEETS OF PAPER AND SUBMIT A COPY OF EACH ANSWER FOR EACH COPY OF YOUR APPLICATION.

3. (*a*) Describe fully the proposed work and give the total cost of the project.

   (*b*) State the time required to start the project and to complete it.

4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

5. Furnish an itemized list of existing facilities, buildings, installations, and fixtures with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition.

6. Furnish a detailed list of additional facilities, buildings, and fixtures to be purchased, installed, or erected by you, with the estimated cost of each item.

7. Furnish a detailed list of operating equipment, separated into items to be—

   (*a*) Rented

   (*b*) Purchased

   (*c*) Furnished by you

   with the rental, purchase price, or depreciation of each item, as the case may be, to be charged as a cost of the project.

8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

10. (*a*) How much are you prepared to invest in the proposed project?

    (*b*) Is this amount sufficient to pay your part of the cost of the project, in accordance with the regulations on Government participation (Sec. 9 of MO–5)?

11. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

CERTIFICATION

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

"STRAWBERRY TUNGSTEN MINE"
(Name of ~~[illegible]~~ mine)

By [signature]
(Signature of authorized official)
A. R. McGUIRE

March 26, 1952
(Date)

Owner
(Title)

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.

U.S. GOVERNMENT PRINTING OFFICE 16—64667-2

The above application including the answers to all questions therein made has been prepared by myself in collaboration with A. R. McGuire and the facts therein stated I believe to be correct. I have been in charge of the Strawberry Tungsten Mine for a year and a half and am familiar with the mine.

David D Baker
DAVID D. BAKER-General Manager

FORM MF 103

1. (a) This exploration project involved eleven unpatented mining claims known as the Strawberry Group in Sec. 25, T4S, R24E, Sec. 30, T4S, R25E, Sec. 36, T4S, R24E, and Sec. 31, T4S, R25E, M.D.B.M., Madera County, California (See map attached).

   (b) See copy of operating agreement attached.

   (c) The exploration will be entirely on the claims described above.

2. (a) Tungsten occurring as scheelite ($CaWO_4$).

   (b) The deposit is of the contact metamorphic type with the ore occurring in bunches and spurs of tactite adjacent to contacts, dikes, and sills of granodiorite. The deposit has been examined by geologists of the U.S.G.S. and their reports are available in Washington. The Bureau of Mines diamond drilled the property in 1948 but did not explore the deposit at depth (See information circular 4543). This project envisions exploration of the downward extension of an ore zone which has produced to date over 35,000 units and will eventually show a production in the neighborhood of 50,000 units from the surface workings including less than 100 ft. of depth.

3. (a) The first phase of the project calls for sinking a new shaft from the surface to open up a new exploration level 150 ft. beneath the present working level of the No. 1 mine. After the shaft is completed it is planned to drive a drift to connect the No. 1 mine workings with the No. 5 mine workings and to cross cut to the east granite contact to explore the projected position of the No. 2 open pit deposit. From these openings it is proposed to diamond drill at suitable intervals to fully explore the limestone area between the No. 1 and No. 5 mines. This project will require crosscutting approximately 50 ft. from the present workings to the new shaft location, raising 90 ft. to the surface, and sinking in a 60 degree incline for a total slope distance of 230 ft. to provide a 150 ft. interval and to allow for a skip loading pocket and sump. Following the completion of the shaft there

will be required 1000 ft. of drifting and crosscutting and up to 5000 ft. of diamond drilling. The proposed shaft and tunnels are shown on the attached maps. The second phase of the project which is planned for opening up a lower exploration level at the No. 4 mine, has two alternative procedures either of which is practicable. The preferred plan is to sink the No. 1 shaft, drift to the No. 5 mine and then drive an 1800 ft. tunnel to explore the downward extension of the No. 4 orebodies. This has the advantage that it will serve to explore all of the intervening ground between the No. 5 and No. 4 mines and also would eliminate all surface haulage of ore which has been a serious handicap to the Strawberry mining operations.

The alternative procedure would be to construct a new road (including approximately one and one half miles of rock cuts) suitable for heavy haulage and sink a shaft adjacent to the southern extremity of the No. 4 ore zone. This would require a separate power plant and hoist, separate compressor, and other surface installations which added to the cost of sinking the shaft would make this plan cost as much if not more than driving the long exploration tunnel. The attached map shows the proposed shaft and the exploration tunnels designed to explore the No. 4 deposit. The cost of this phase of the project is estimated at $130,650.00 if the shaft sinking plan is followed and $123,900.00 if the long exploration tunnel is driven. Although we realize that a longer time will probably be required to complete the project if the long exploration tunnel is driven we are firmly of the opinion that this plan should be followed since it could result in an all year operation which heretofore has been impracticable because surface transportation of ore has proved to be impossible during the winter season.

COST ESTIMATES

Proposed exploration of No. 1 and No. 5 mines:

1. Drift 50 ft. to west from 70' level @ $30 per ft. - - - - $ 1,500.00
2. Raise shaft 90 ft. to surface @ $50 - - - - - - - - - - - - 4,500.00
3. Sink shaft 230 ft. @ $200 - - - - - - - - - - - - - - - - - 46,000.00

4. Drift and crosscut 1000 ft. @ $30 - - - - - - - - - - $ 30,000.00
5. Raise 800 ft. @ $25 - - - - - - - - - - - - - - - - - - 20,000.00
6. Diamond drilling 5000 ft. @ $5 - - - - - - - - - - - 25,000.00
7. Skip loading pocket - - - - - - - - - - - - - - - - - - 5,000.00

$132,000.00

Proposed Exploration of No. 4 Mine:

1. Raise shaft 75 ft from tunnel level to surface @ $50 per ft. - $ 3,750.00
2. Sink shaft 200 ft. @ $200 per ft. - - - - - - - - - - 40,000.00
3. Drifting and crosscutting 830 ft. @ $30 - - - - - - - 24,900.00
4. Raises 800 ft. @ $25 - - - - - - - - - - - - - - - - - 20,000.00
5. Diamond Drilling 5000 ft. @ $5 - - - - - - - - - - - 25,000.00

$113,650.00*

Road - - - - - - - - - - - - - -	$ 5,000.00	
Surface Plant, Ore Bin, Head Frame and Hoist - - - - - - - -	12,000.00	17,000.00
		$130,650.00

*Note: Substituting 1800 ft. of drifting to replace the shaft would eliminate $43,750 and add $54,000 (1800 ft. x $30) to the cost of the exploration project and would eliminate the $17,000 item for surface equipment. Total cost of the second phase of the project would then be $123,900.

SUMMARY

Exploration of No. 1 and No. 5 Mines - - - - - - - - - -	$132,000.00
Exploration of No. 4 Mine - - - - - - - - - - - - - - -	123,900.00
	$255,900.00
10% contingency allowance to cover higher labor and material costs -	25,590.00
Total Cost of Project - - - - - - - - - - - - - - - - - -	$281,490.00

Note: These cost estimates contemplate amortizing $61,500 worth of equipment at rate of $50 per ft. of shaft sinking and $11 per ft. of drifting, crosscutting

and raising.

(b) The progress schedule would be worked as nearly as possible to conform to the following:

June 1 - Cross cut @ 10 ft. per day - 5 days
Widening for station - 5 days

June 10 -Raise 90 ft. @ 10 ft. per day - 9 days, allow 10.

June 20 -Installing timbering and track. Setting up hoist and completing ore bin - 10 days

July 1 -Sinking 230 ft. @ 5 ft. per day - 46 days - allow 60 days.

Sept. 1 -Setting up skip loading pocket, cutting out for station, etc., 15 days

Sept.15 -Drifting and crosscutting 700 ft. @ 10 ft. per day, 70 days. Crosscutting 300 ft. @ 5 ft. per day-60 days.

Nov. 25 -This would complete the work during the 1952 season on the exploration of No. 1 and No. 5 Mines. Concurrently with the shaft sinking and tunnelling as much as possible of the diamond drilling and raising would be accomplished.

At the No. 4 mine diamond drilling would be carried on during the 1952 season to prove the persistence in depth of the ore deposits and thus check on the feasibility of lower level exploration there. Also the drift on the 75 ft. level would be continued to explore the continuity of the ore deposits found on the surface at the south end of the No. 4 ore zone. In the winter of 1952-1953 the exploration crew could start driving the exploration tunnel from the No. 5 mine to the No. 4 mine. As this work would be a continuation of the drift to the No. 5 mine there would be no delay and could probably be started by December 15th.

The schedule would then be as follows:

Dec. 15 - Drifting 1200 ft. at 10 ft. per day, (6 months) to reach the No. 4 ore zone.

June 15 - Start on exploration of No. 4 orebodies requiring 600 ft. of drifting. This would be continued during summer of 1953 so that the ore from the lower levels of the No. 4 deposit would become available for mining during the 1954 season and the entire exploration including diamond drilling would be completed during the summer of 1953.

4. The attached maps show the general layout of the present mine workings.

5. The mine is fully equipped for mining and milling at the rate of 75 tons per day. The existing facilities are covered by insurance in the amount of $185,500. The buildings include:

1. Mill building
2. Warehouse
3. Compressor building
4. Six bunkhouses
5. Boarding house and separate cook's quarters
6. Change room
7. Wash house
8. Office and superintendents apartment
9. Manager's residence

Equipment includes:

1. 315 cubic ft. compressor, diesel engine driven
2. 350 cubic ft. compressor, gasoline engine driven
3. 105 cubic ft. compressor, gasoline engine driven
4. Three jackhammers
5. Three stopers
6. Four drifters
7. One 20 H.P. Hoist (Will be used in mining operation)
8. One model 12 Eimco Rockershovel
9. One model 12B Eimco Rockershovel
10. Six mine cars (some repairs needed)
11. One 10" x 20" Pacific Jaw Crusher
12. One 22" Symons Cone Crusher
13. One 4' x 4' Roy & Titcomb Ball Mill
14. Three vibrating screens
15. Six Denver Sub A Flotation cells
16. Eight Galigher Flotation cells
17. Seven Fagregren Flotation cells
18. One Denver Unit cell
19. One 26 ft. thickener

20. Two conditioner tanks
21. Six Wilfley and Deister tables
22. One 25 ft. dryer
23. One magnetic separator
24. One Goulds Triplex water pump
25. One Redwood water tank
26. Two 10,000 gallon fuel tanks
27. Two 3,000 gallon fuel tanks
28. Two UD 18 International Diesel engines
29. One 285 H.P. Chicago Pneumatic Diesel Engine
30. One D-6 Caterpillar bulldozer.

There are many additional small items.

6. Additional buildings and fixtures needed will be confined strictly to the facilities needed for carrying on the exploration works such as:

Hoist - - - - - - - - - - - - - - - -	approx.	$ 5,000.00
Hoist House - - - - - - - - - - - -	"	2,000.00
600 cu. ft. compressor - - - - -	"	14,000.00
Compressor house - - - - - - - - -	"	2,000.00
Drills - - - - - - - - - - - - - - -	"	3,000.00
Mancha Locomotive - - - - - - - -	"	3,500.00
Mucking Machine - - - - - - - - - -	"	3,000.00
Diamond Drill - - - - - - - - - - -	"	4,000.00
Head Frame - - - - - - - - - - - -	"	5,000.00
Ore Bin - - - - - - - - - - - - - -	"	10,000.00
Skip - - - - - - - - - - - - - - -	"	1,000.00
Ventilation fan and tubing - - -	"	5,000.00
Mine Cars and Rail - - - - - - -	"	4,000.00
		$ 61,500.00

7. It is contemplated that purchase will be made of all of the above listed equipment and charged against the project.

8. The 1951 wage scale was:

Shift Bosses - - -	$1.75 per hr.
Miners - - - - - -	1.65 per hr.
Muckers - - - - -	1.50 per hr.

Depending on the local labor supply and the wage scale existing in Nevada and California mining districts we may have to adjust the 1952 scale upward to the extent of 20¢ to 25¢ per hour. The number of employees on the

exploration will probably not exceed:

3 Shift Bosses - - - -	$2.00 per hr.
12 Miners - - - - - - - -	1.85 per hr.
6 Muckers - - - - - -	1.70 per hr.
2 Diamond Drillers - -	2.00 per hr.
3 Hoistmen - - - - -	1.85 per hr.
3 Skip Tenders - - - -	1.85 per hr.

(Time and one-half is paid for Saturdays and Sundays.)

We request the right to put shaft sinking, drifting and diamond drilling on contract if such becomes advisable to expedite the project.

9. All materials, engineering, assaying, power, water, utilities, etc., are included in the cost estimates furnished above.

10. (a) We are prepared to invest $70,372.50

    (b) This amounts to one fourth of the total cost of $281,490 and is sufficient on the basis of the government aid in amount of 75% of the cost of a tungsten exploration project.

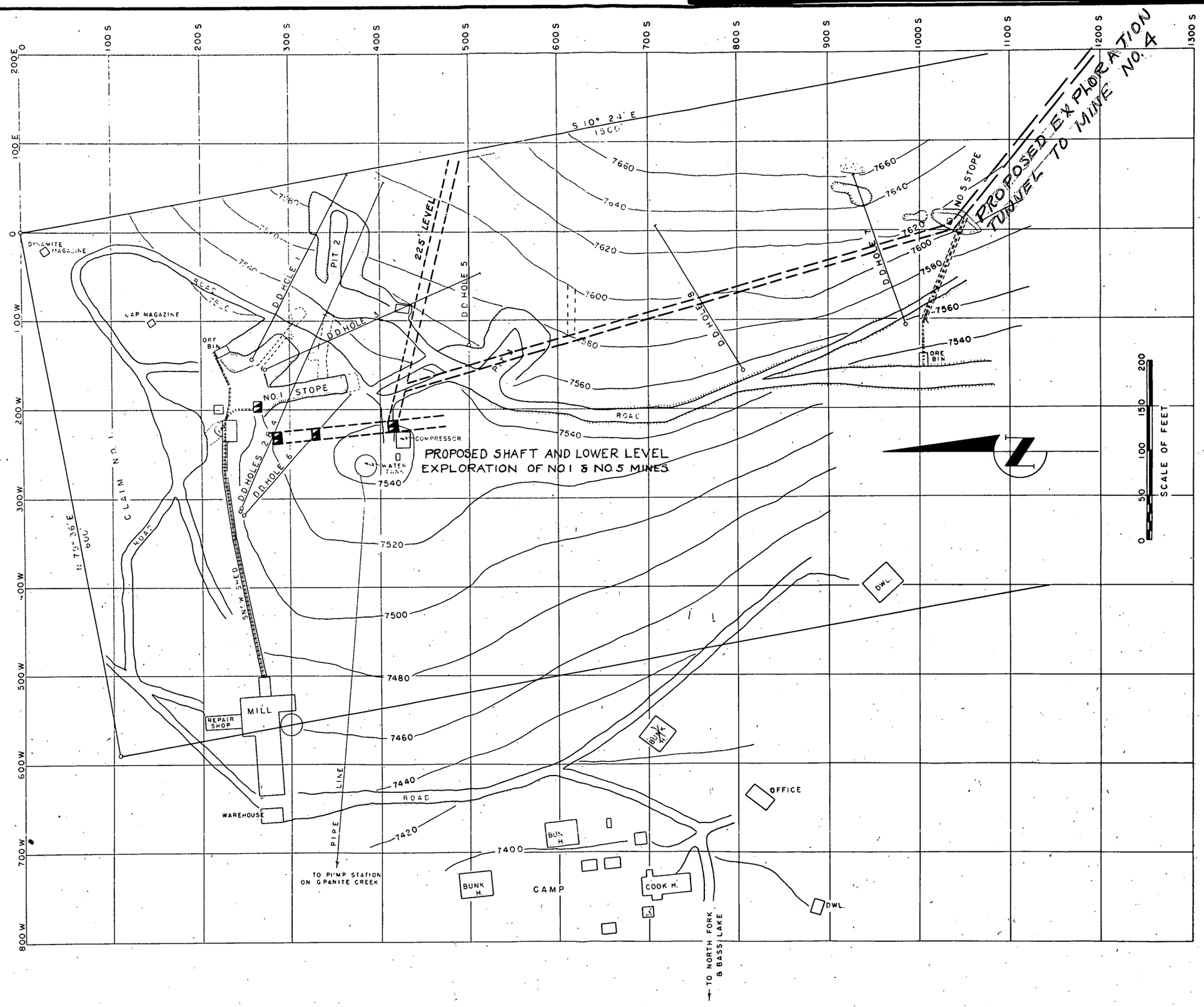
11. It should be clearly understood that the proposed exploration project must be flexible and subject to adjustment (or possible abandonment in whole or in part) in the light of information becoming available as the work proceeds.

DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
224 NEW CUSTOMHOUSE
DENVER 2, COLORADO

OFFICIAL BUSINESS

ADMINISTRATOR, DEFENSE MINERALS EXPLORATION ADMINISTRATION
INTERIOR BUILDING (ATTN: CODE 210)
WASHINGTON 25, D. C.

(PMCC)


PROPOSED EXPLORATION TUNNEL TO MINE NO. 4
PROPOSED SHAFT AND LOWER LEVEL EXPLORATION OF NO 1 & NO 5 MINES
225' LEVEL
S 10° 24' E
1500'
N 75° 36' E
800'
CLAIM NO. 1
ROAD
SNOW SHED
MILL
REPAIR SHOP
WAREHOUSE
PIPE LINE
TO PUMP STATION ON GRANITE CREEK
CAMP
BUNK H.
COOK H.
OFFICE
DWL.
TO NORTH FORK & BASS LAKE
DYNAMITE MAGAZINE
CAP MAGAZINE
ORE BIN
NO. 1 STOPE
NO. 5 STOPE
PIT 2
PIT 1
D.D. HOLE 1
D.D. HOLES 2 & 4
D.D. HOLE 3
D.D. HOLE 5
D.D. HOLE 6
D.D. HOLE 7
D.D. HOLE 9
COMPRESSOR
WATER TANK
SCALE OF FEET
0 50 100 150 200
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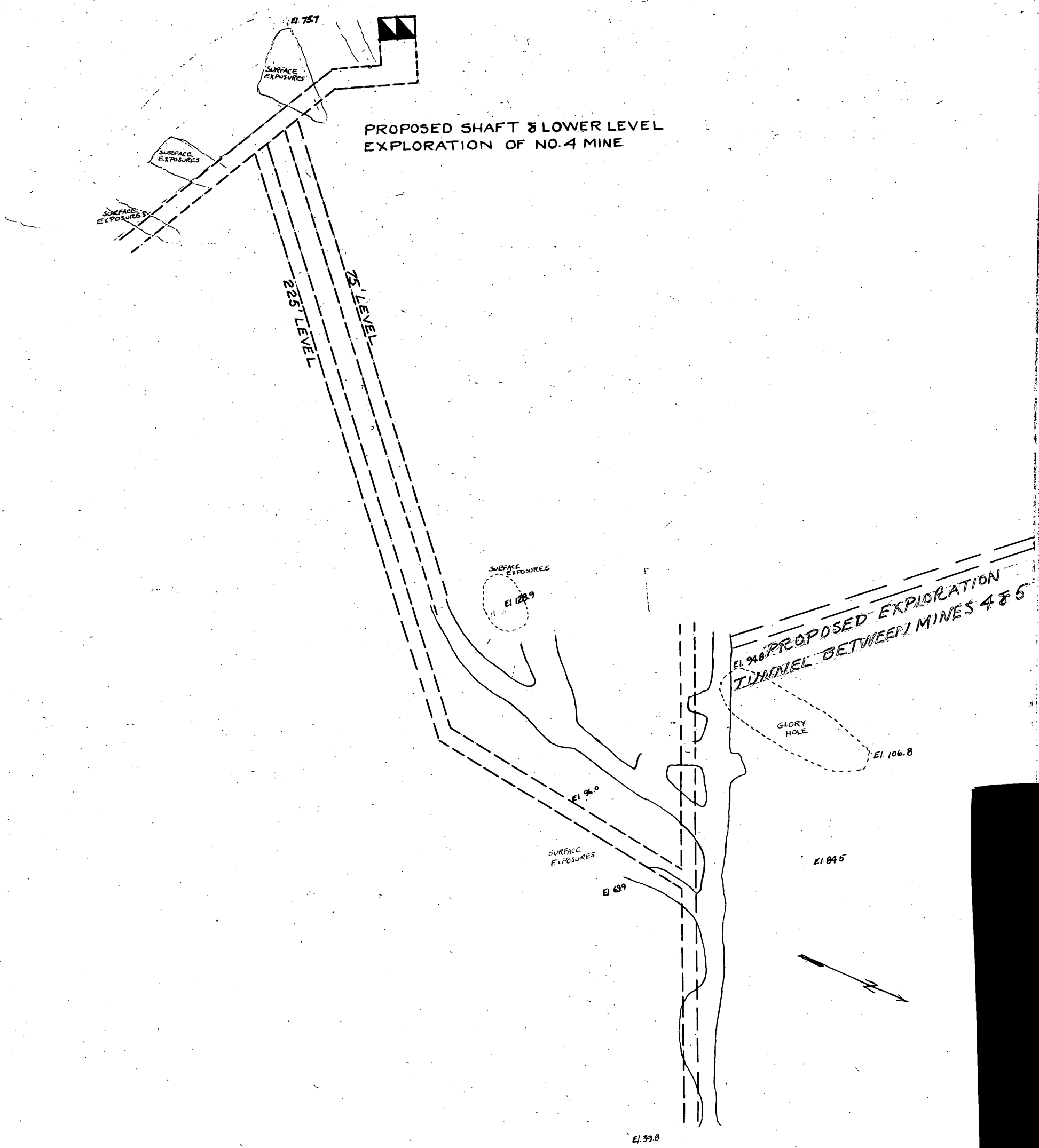


STRAWBERRY TUNSTON
NO. 4 WORKINGS

El. 0

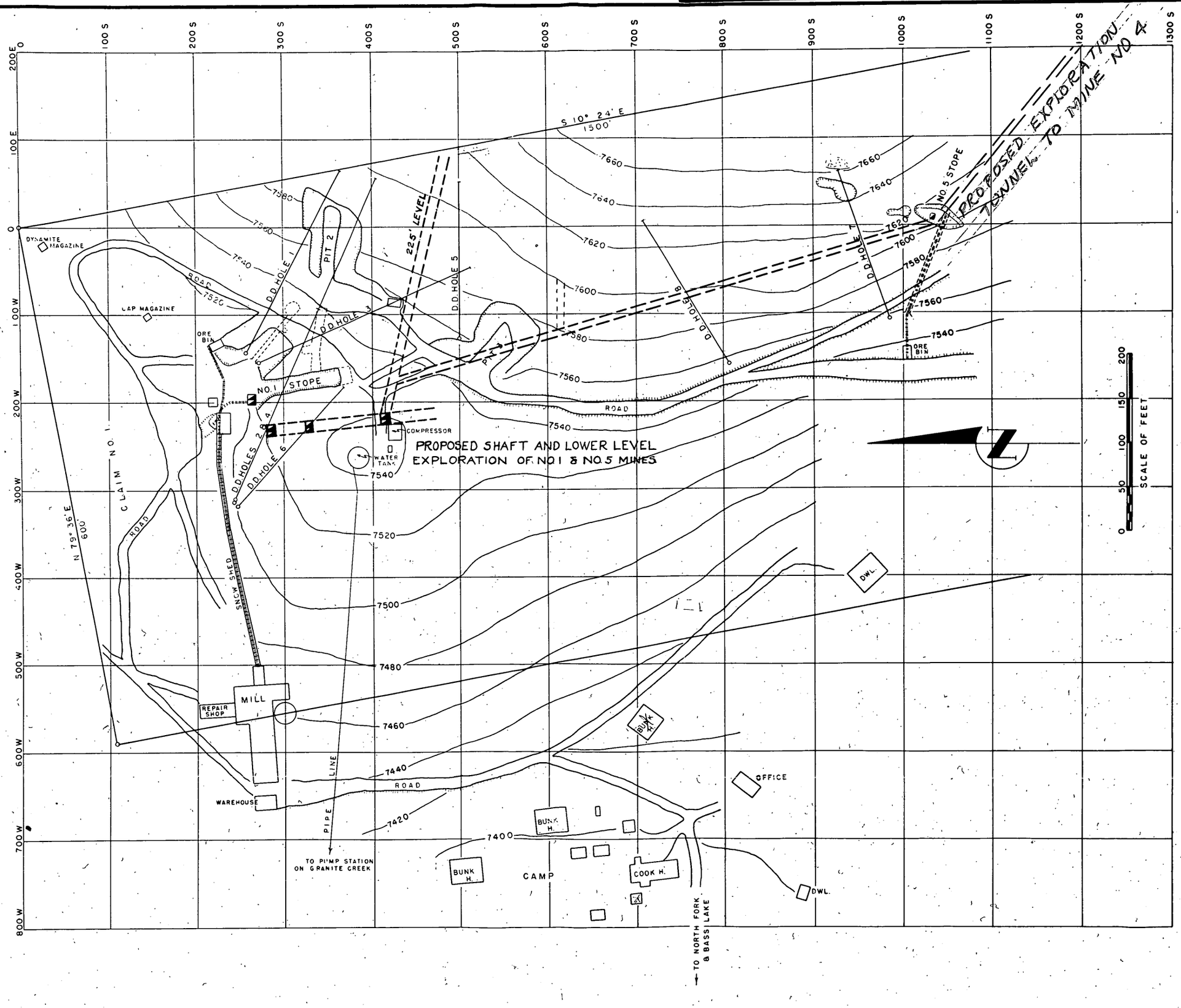
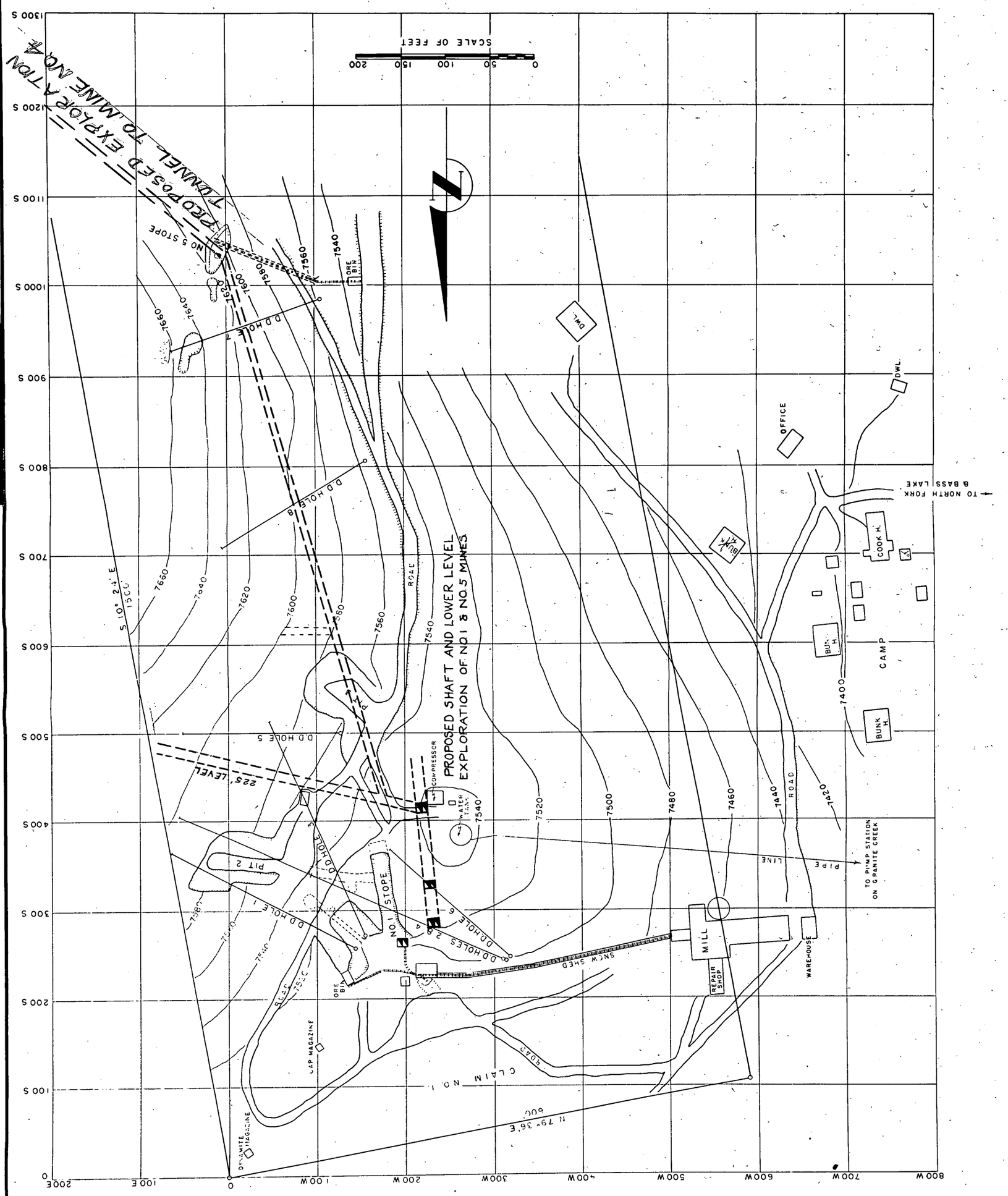


Figure 2. Topographic map of the Strawberry tungsten deposit


PROPOSED EXPLORATION TUNNEL TO MINE NO. 4
PROPOSED SHAFT AND LOWER LEVEL
EXPLORATION OF NO.1 & NO.5 MINES
SCALE OF FEET
0 50 100 150 200
N
S 10° 24' E
1500'
N 79° 36' E
600'
225' LEVEL
NO. 5 STOPE
ORE BIN
D.D. HOLE 7
D.D. HOLE 8
D.D. HOLE 5
D.D. HOLE 6
D.D. HOLE 1
D.D. HOLE 2
D.D. HOLES 3 & 4
NO. 1 STOPE
PIT 2
COMPRESSOR
WATER TANK
ROAD
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TO PUMP STATION ON GRANITE CREEK
SNOW SHED
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TO NORTH FORK & BASS LAKE
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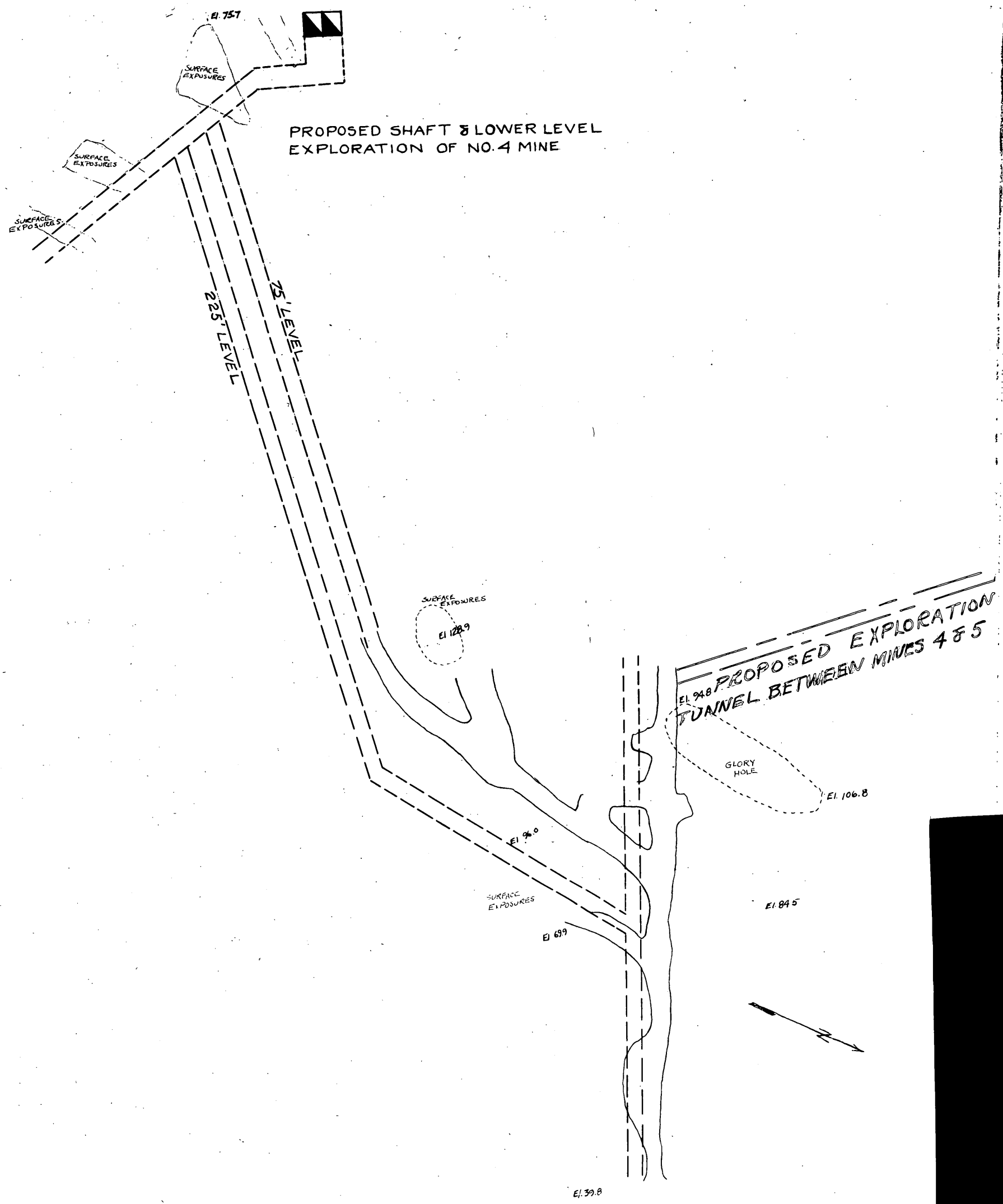
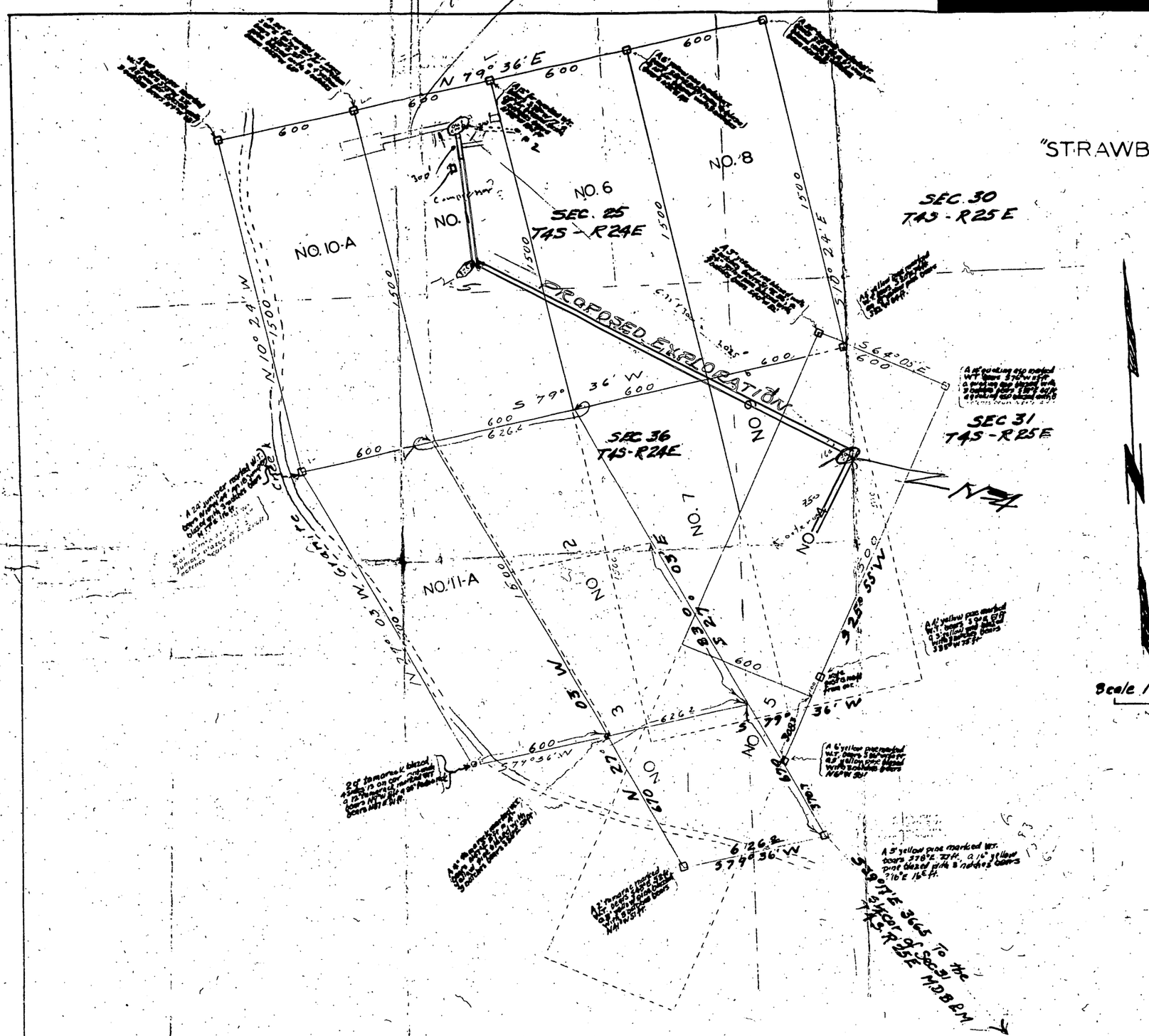

PROPOSED SHAFT & LOWER LEVEL
EXPLORATION OF NO. 4 MINE
El. 75.7
SURFACE EXPOSURES
SURFACE EXPOSURES
SURFACE EXPOSURES
75' LEVEL
225' LEVEL
SURFACE EXPOSURES
El 128.9
PROPOSED EXPLORATION
TUNNEL BETWEEN MINES 4 & 5
El. 94.8
GLORY HOLE
El. 106.8
El 96.0
SURFACE EXPOSURES
El. 84.5
El 69.9
El. 39.8
El. 0

"STRAWBERRY" GROUP OF MINING CLAIMS



NOTE.

□ Indicates a 4×4 stake set by this survey.

Bearings on map are true bearings

No. 12350
Recorded at the request of K.E. Hughes on the 19th day of August 1942 at 45 min. past 3 o'clock on page 116 of Vol 5 of maps, Records of Madera County, California
Fee $1.00

George Kennedy
Recorder.

I hereby certify that this a true and accurate map of a survey made under my supervision August 1942.

K. L. Hughes
K.L. Hughes R.E. 692

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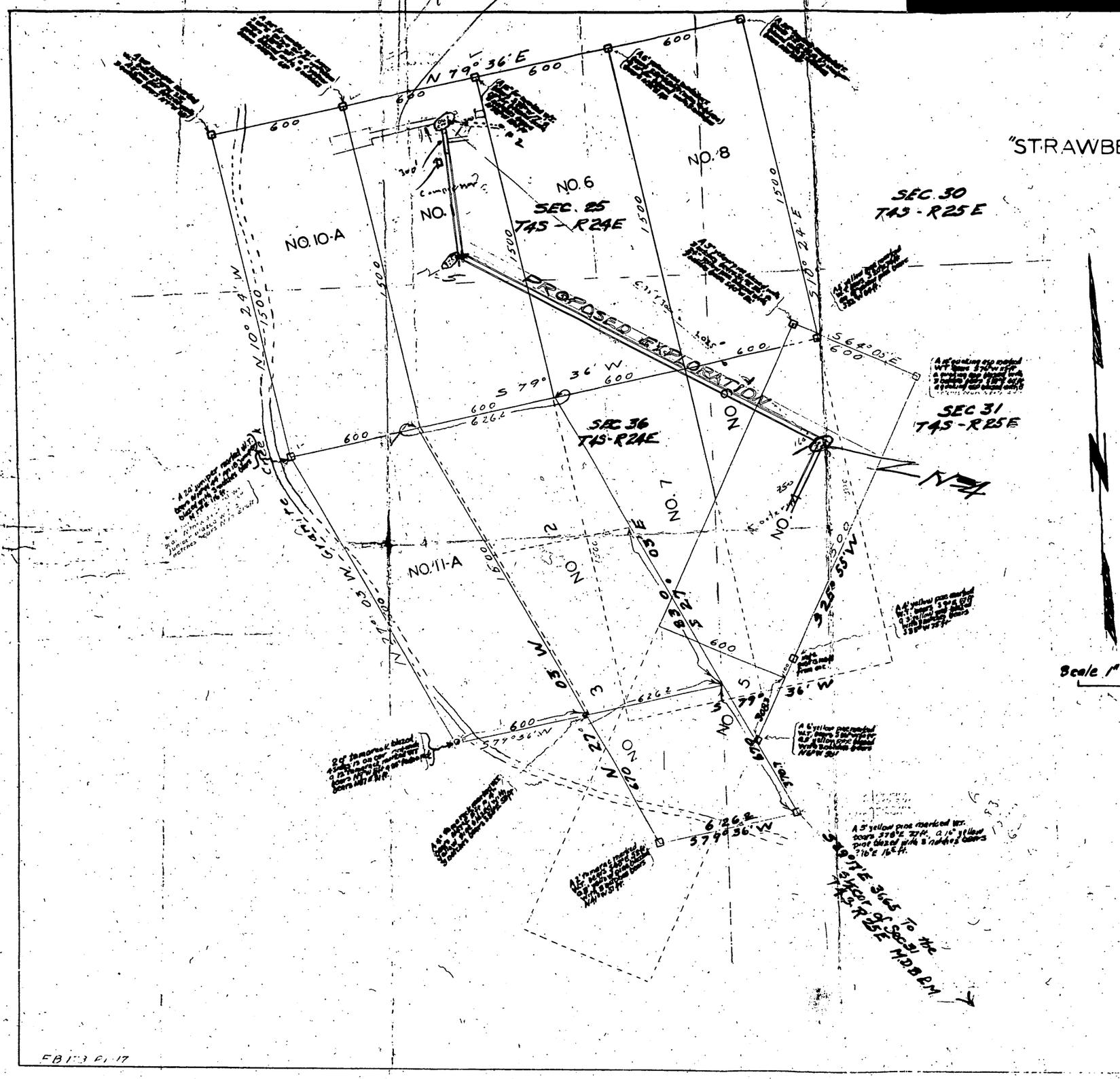
125 5 1 -
416 - 1 -

"STRAWBERRY" GROUP OF MINING CLAIMS



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Fee $1.00

George Kenney
Recorder.

Scale 1 = 300'

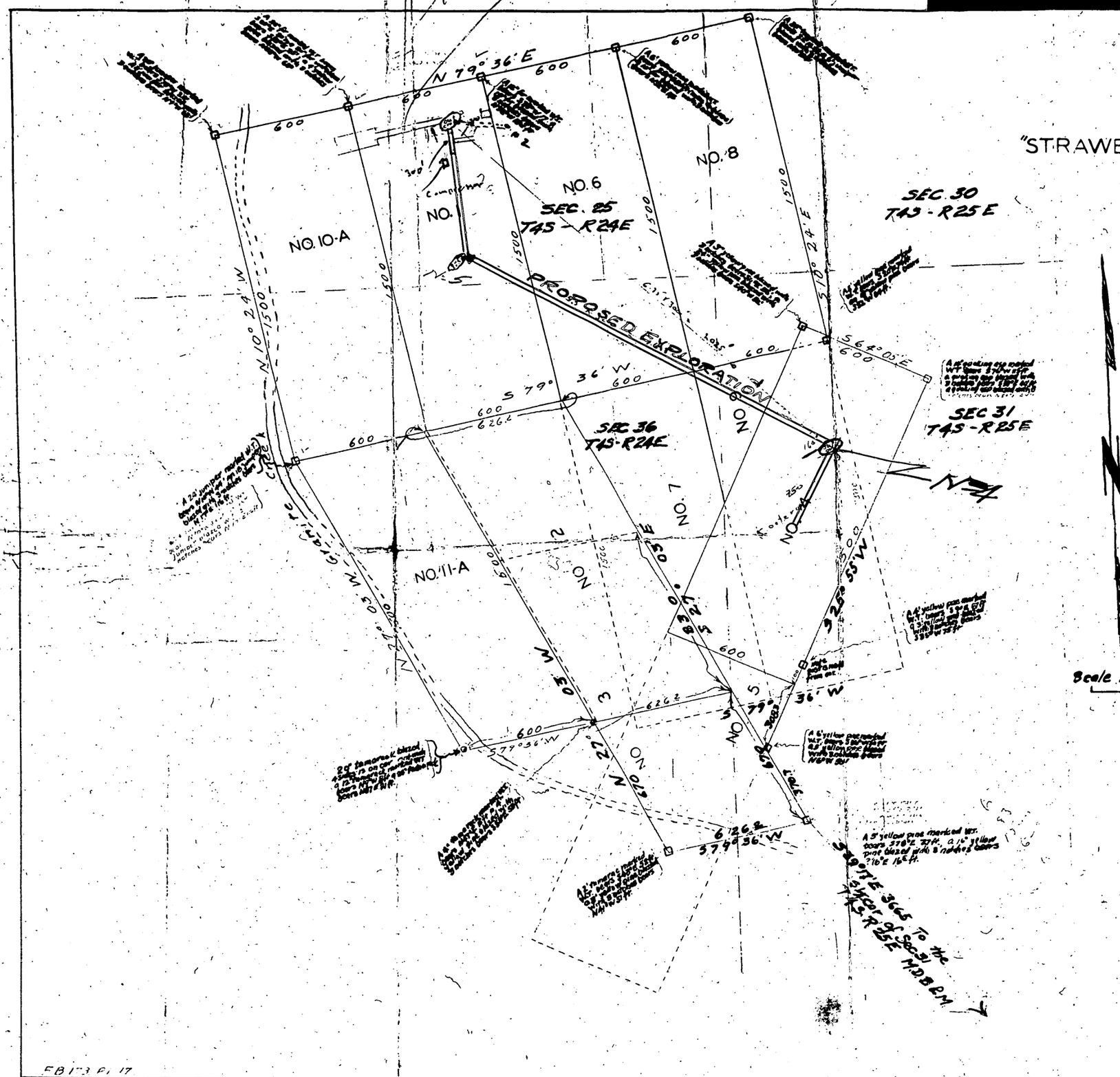
I hereby certify that this a true and accurate map of a survey made under my supervision August 1942.

K. L. Hughes
K.L. Hughes R.E. 692

FB 173 P. 17

125 S. 1.
M. 416-21

"STRAWBERRY" GROUP OF MINING CLAIMS



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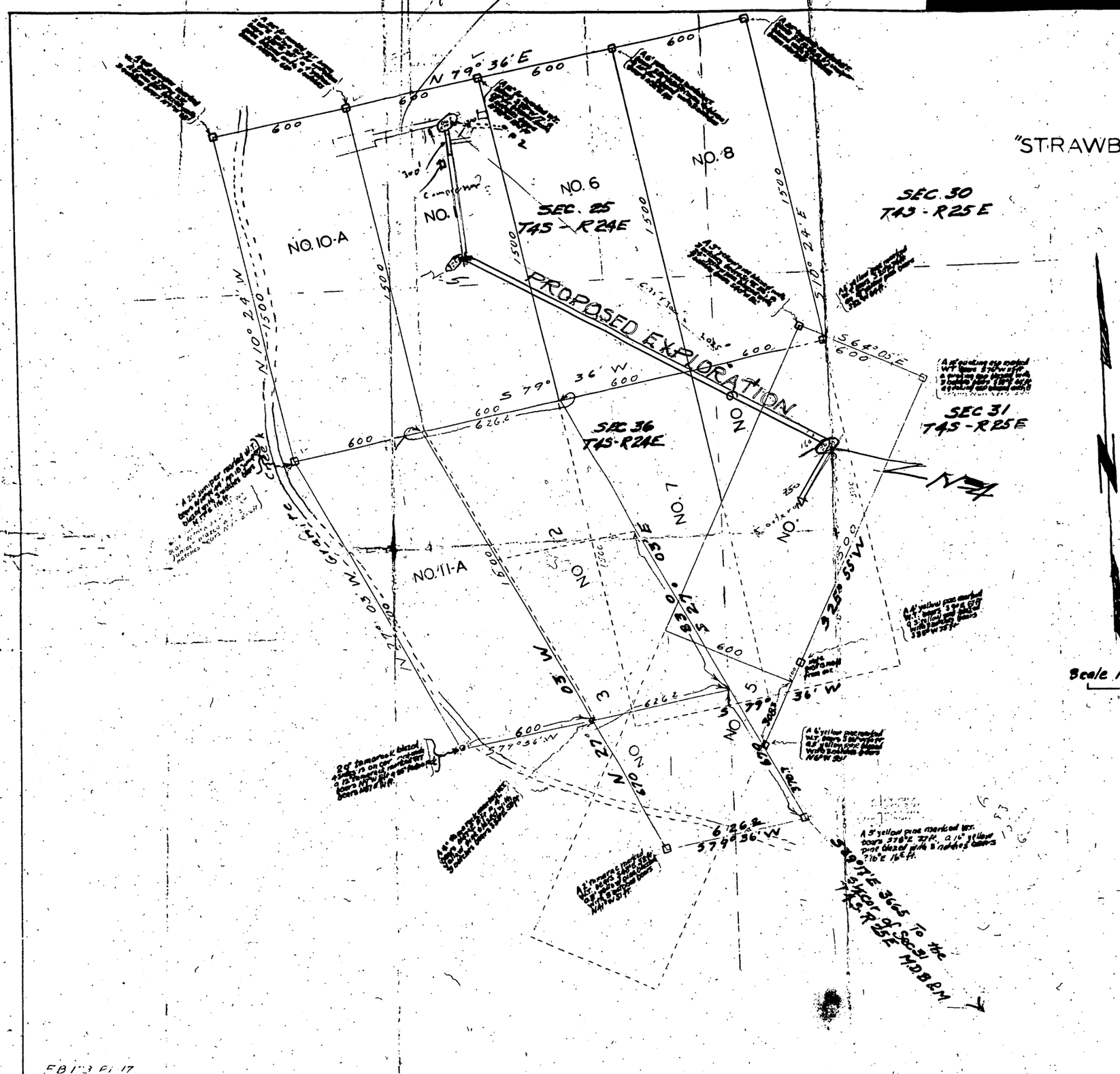
FB 173 P. 17

125 [illegible]
[illegible] 416 [illegible]

"STRAWBERRY" GROUP OF MINING CLAIMS



NOTE.

□ Indicates a 4×4 stake set by this survey.

Bearings on map are true bearings

No. 12350
Recorded at the request of K.E. Hughes on the 19th day of August 1942 at 45 min. past 3 o'clock on page 116 of Vol. 5 of maps, Records of Madera County, California.
Fee $1.00

George Kennedy
Recorder.

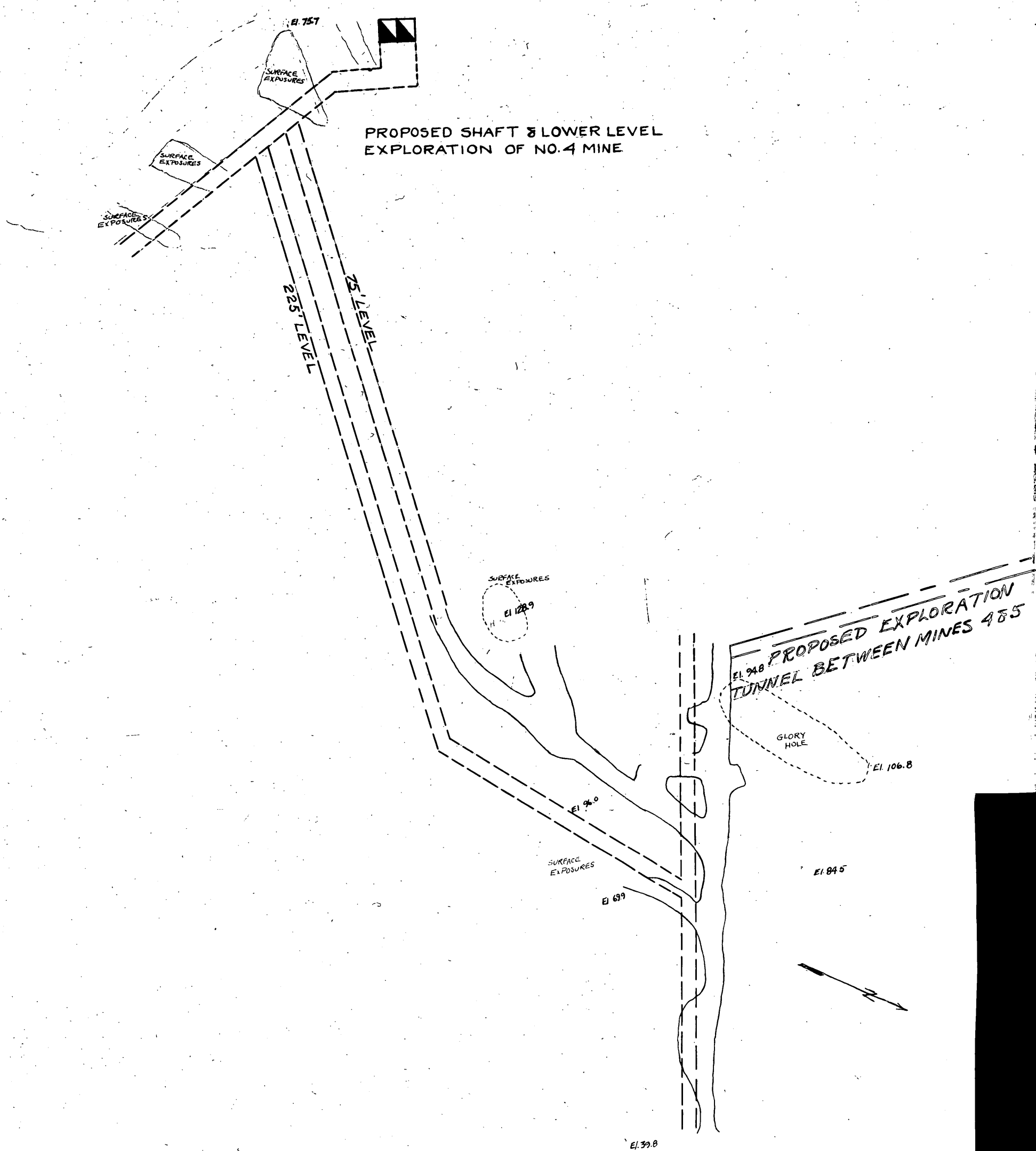
Scale 1 = 300'

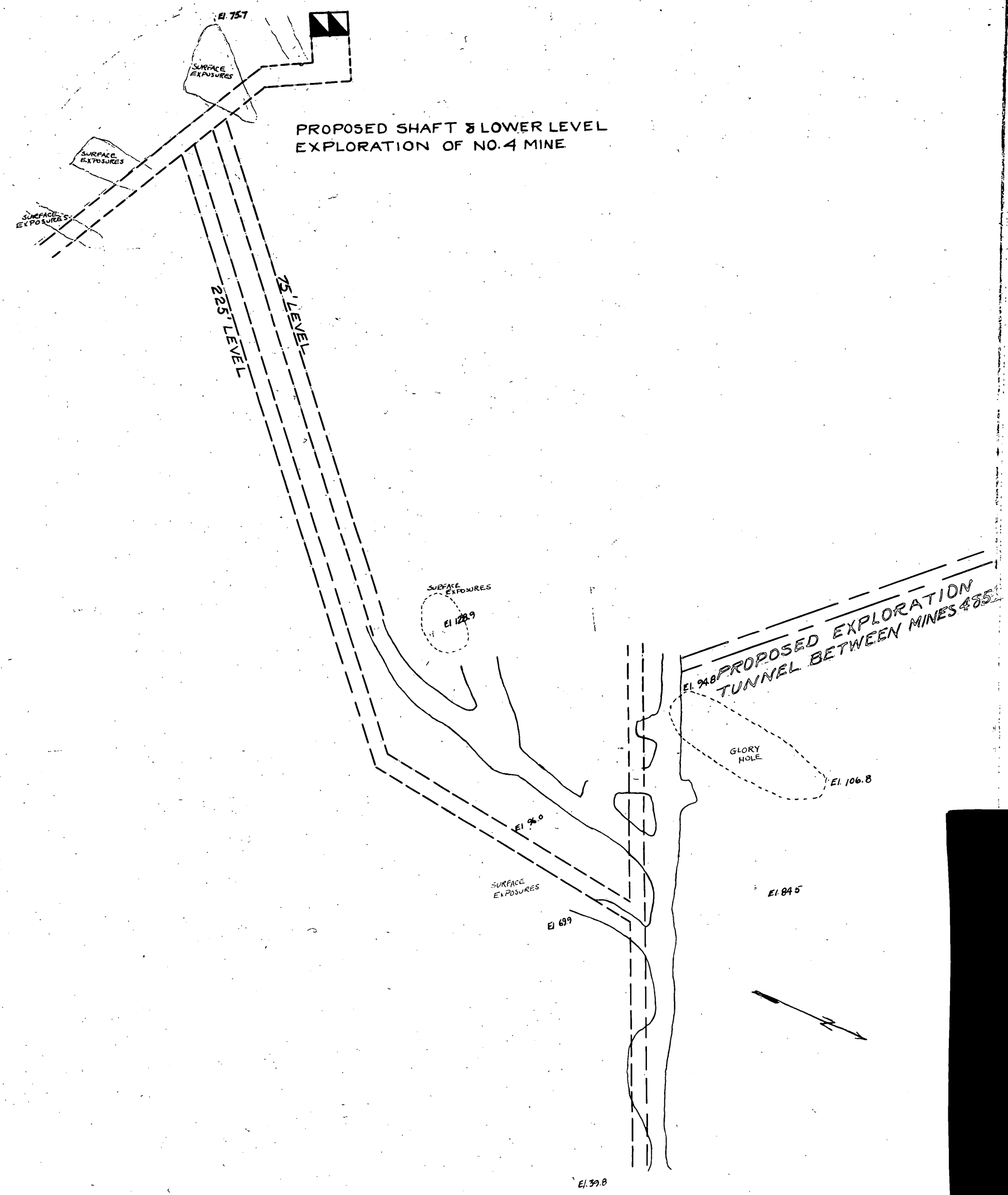
I hereby certify that this a true and accurate map of a survey made under my supervision August 1942

K.L. Hughes
K.L. Hughes R.E. 692

FB 1-3 P. 17

125 S. 1-
416-M


PROPOSED SHAFT & LOWER LEVEL
EXPLORATION OF NO. 4 MINE
El. 75.7
SURFACE EXPOSURES
SURFACE EXPOSURES
SURFACE EXPOSURES
225' LEVEL
75' LEVEL
SURFACE EXPOSURES
El 128.9
PROPOSED EXPLORATION
TUNNEL BETWEEN MINES 4 & 5
El. 94.8
GLORY HOLE
El. 106.8
El 94.0
SURFACE EXPOSURES
El. 84.5
El 69.9
El. 39.8


PROPOSED SHAFT & LOWER LEVEL
EXPLORATION OF NO. 4 MINE
El. 75.7
SURFACE EXPOSURES
SURFACE EXPOSURES
SURFACE EXPOSURES
225' LEVEL
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El. 94.8
GLORY HOLE
El. 106.8
El 96.0
SURFACE EXPOSURES
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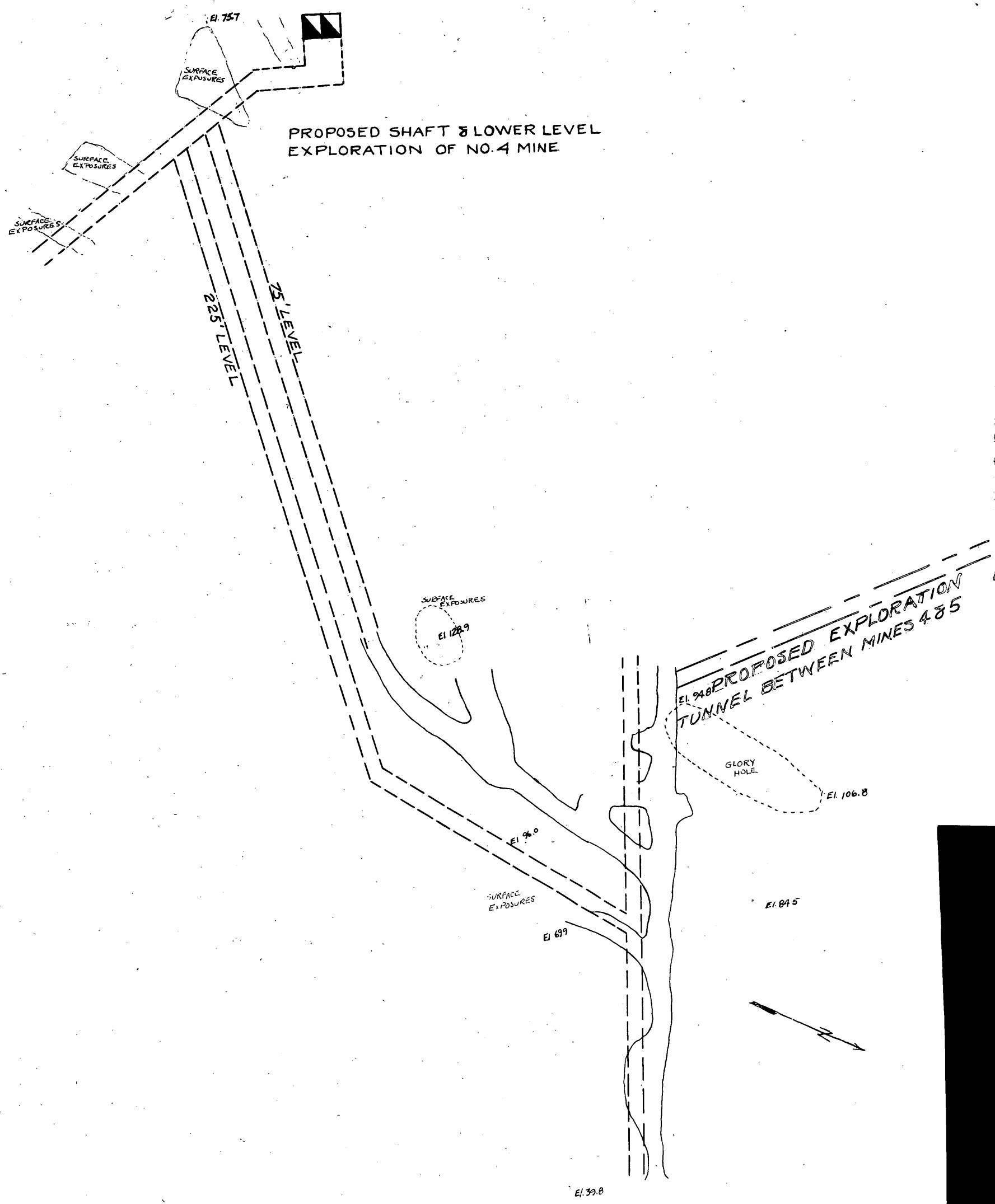
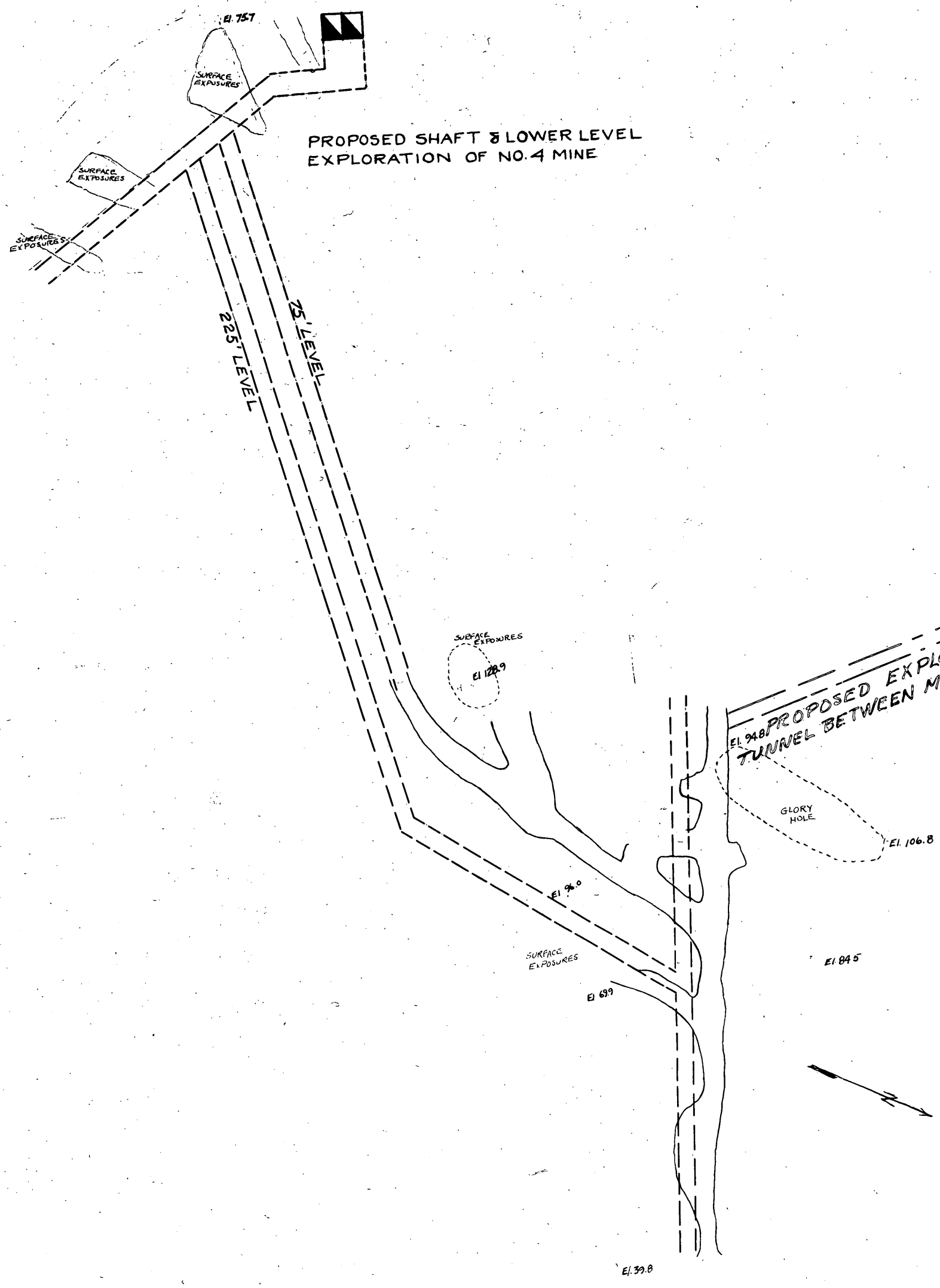
El 69.9
El. 39.8
El. 0


PROPOSED SHAFT & LOWER LEVEL
EXPLORATION OF NO. 4 MINE
El. 75.7
SURFACE EXPOSURES
SURFACE EXPOSURES
SURFACE EXPOSURES
75' LEVEL
225' LEVEL
SURFACE EXPOSURES
El 128.9
El. 94.8
PROPOSED EXPLORATION
TUNNEL BETWEEN MINES 4 & 5
GLORY HOLE
El. 106.8
El 90.0
SURFACE EXPOSURES
El 69.9
El. 84.5
El. 39.8
El. 0


PROPOSED SHAFT & LOWER LEVEL
EXPLORATION OF NO. 4 MINE
El. 75.7
SURFACE EXPOSURES
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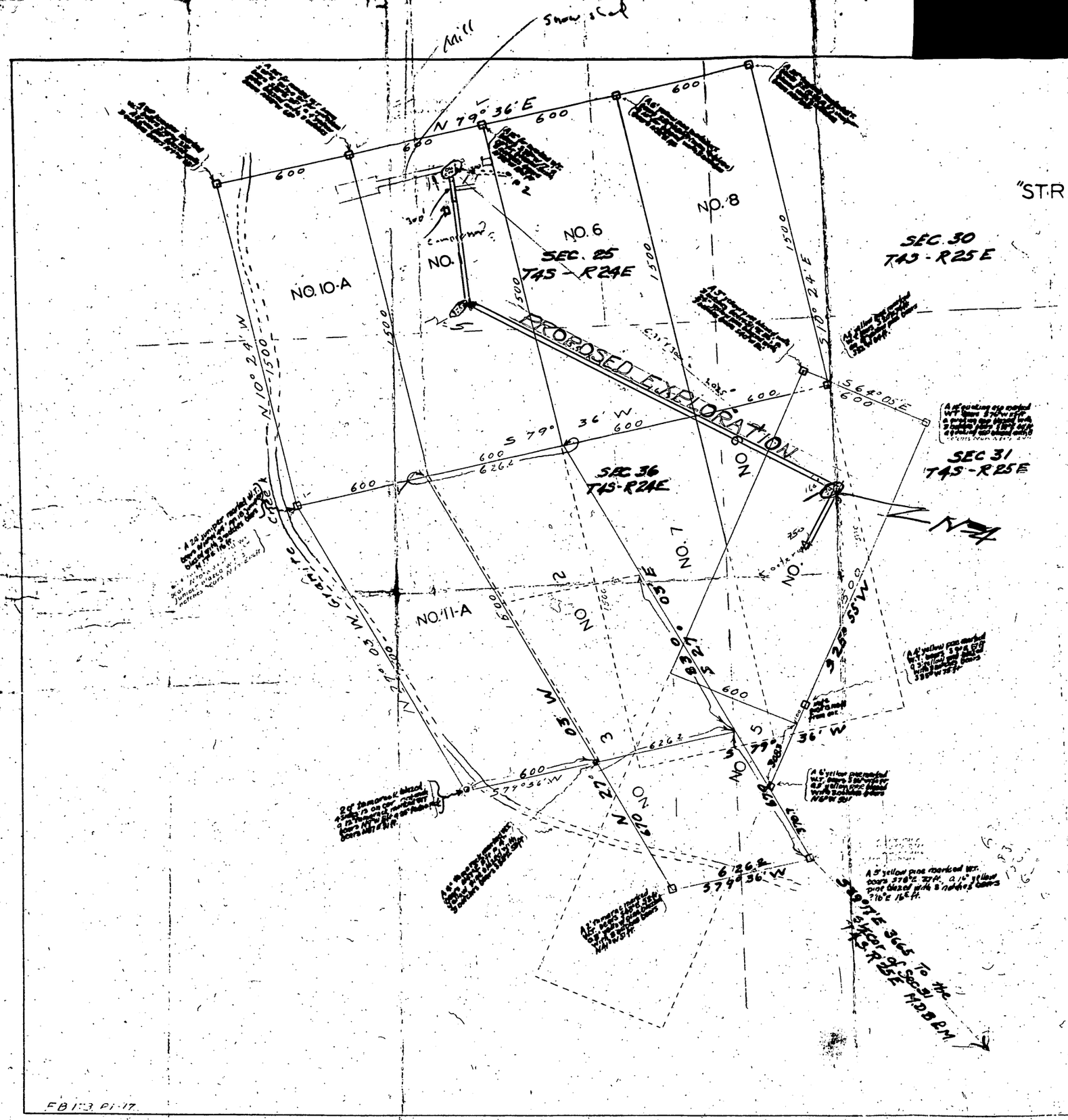
El 69.9
El. 84.5
El. 39.8



"STRAWBERRY" GROUP OF MINING CLAIMS

NOTE.

□ Indicates a 4×4 stake set by this survey.

Bearings on map are true bearings

No. 12350
Recorded at the request of K.E. Hughes on the 19th day of August 1942 at 45 min. past 3 o'clock on page 116 of Vol 5 of maps, Records of Madera County, California.
Fee $1.00

George Kenney
Recorder.

I hereby certify that this a true and accurate map of a survey made under my supervision August 1942.

K.L. Hughes
K.L. Hughes R.E. 692.

FB 173 Pl. 17.

125 Sc 1 -
Mc 416-71 -

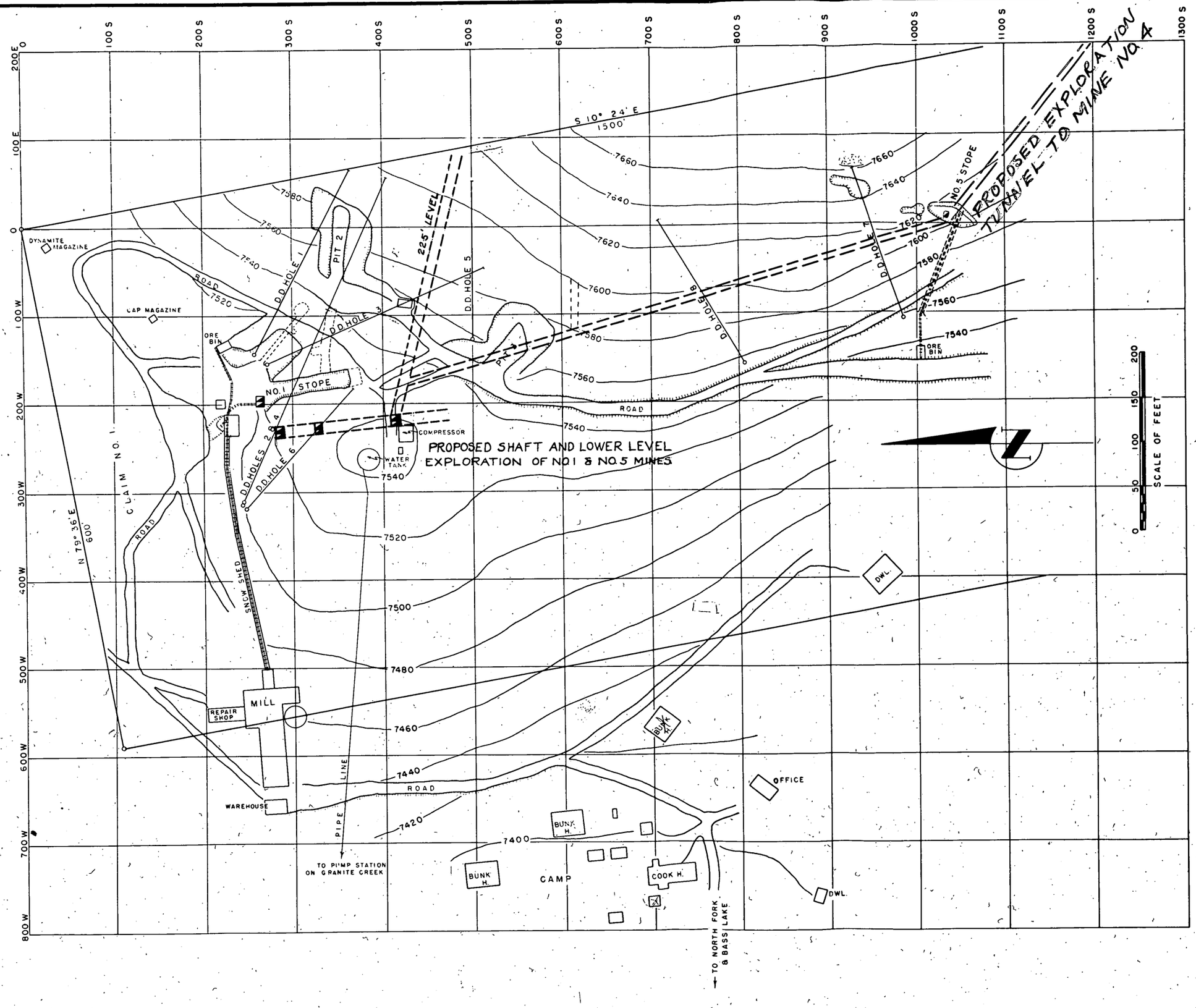
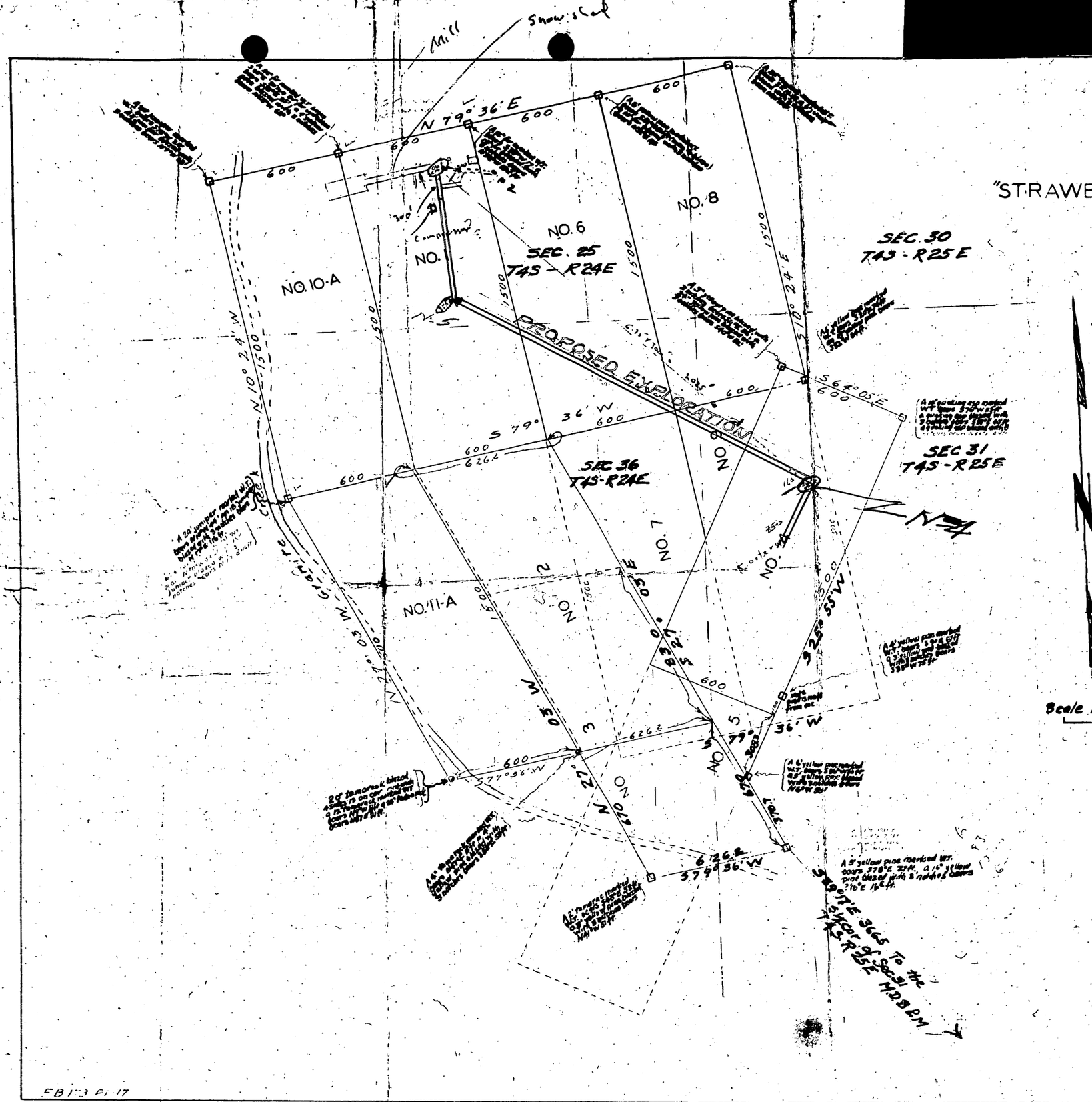


Figure 2. Topographic map of the Strawberry tungsten deposit.

"STRAWBERRY" GROUP OF MINING CLAIMS



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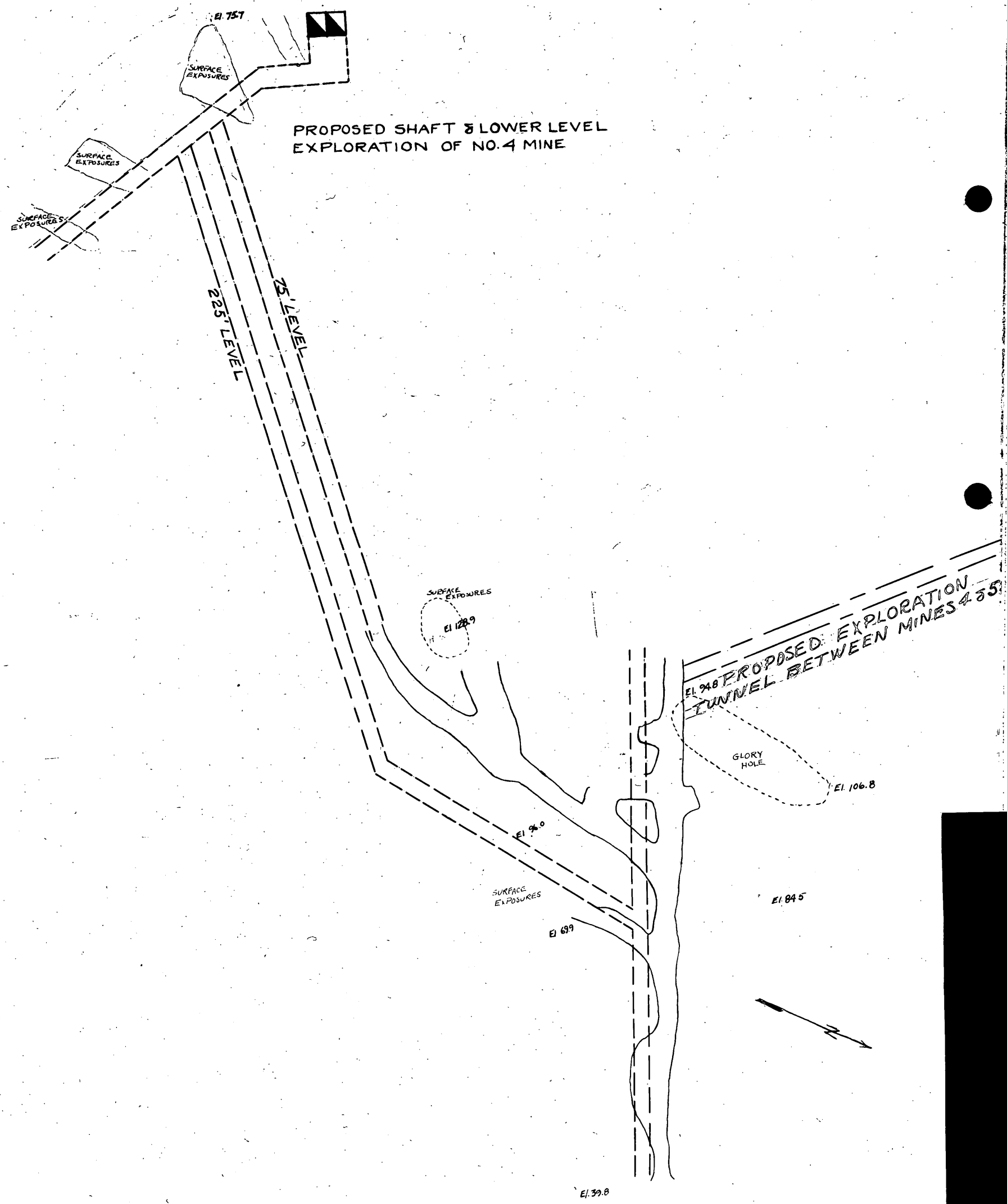
K.L. Hughes
K.L. Hughes R.E. 692

FB 1-3 Pl. 17

125 S. 1 -
M. 416 - 1 -


PROPOSED SHAFT & LOWER LEVEL
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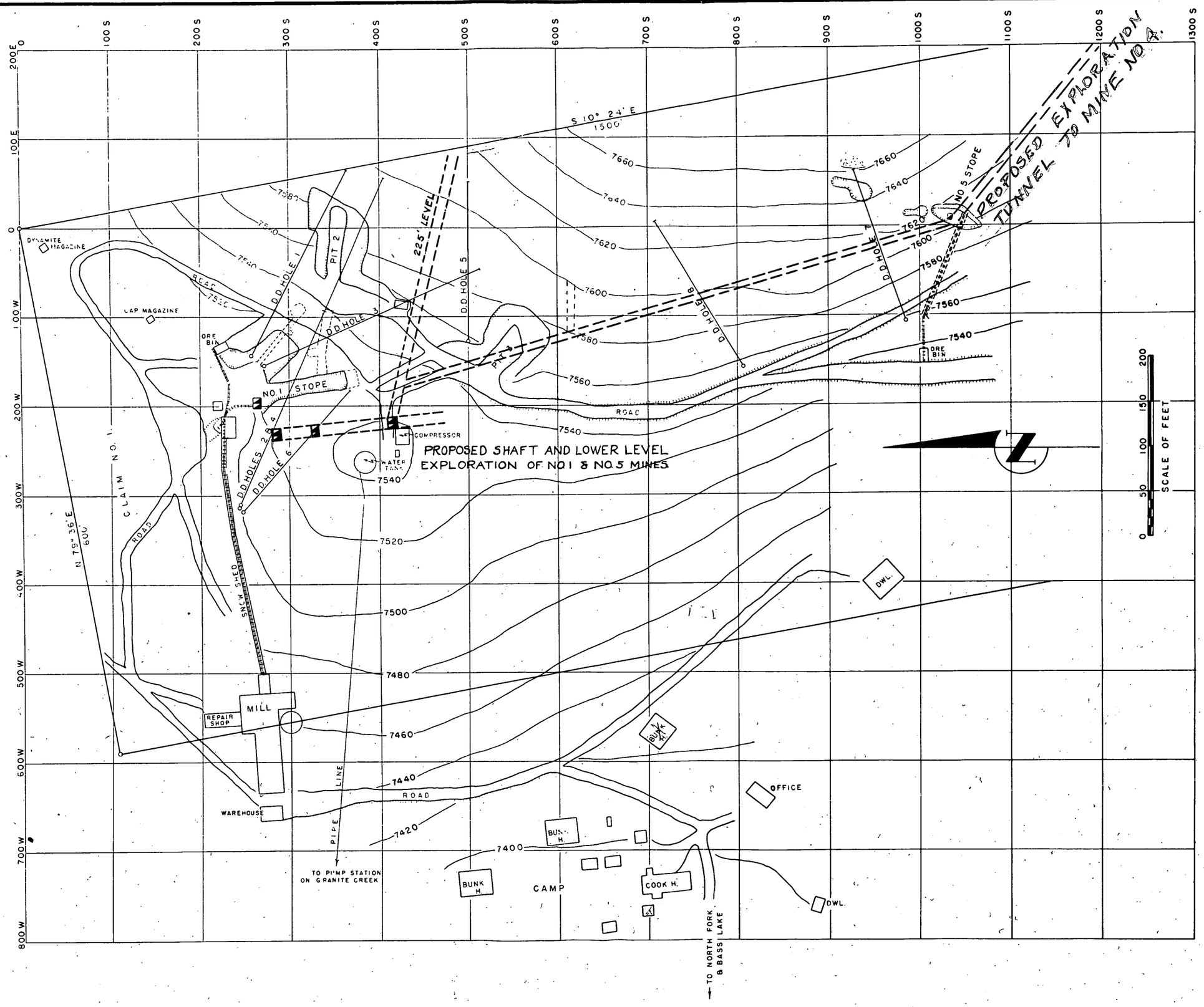

Figure 2. Topographic map of the Strawberry tungsten deposit