2722

DEC 30 1952

400

Mr. Harry Sealock
1807 W. Elm Street
Burbank, California

Re: Docket No. DMTA 2722, Tungsten
Wm. F. Stratton & Harry Sealock
Lacerno Mine - Simon Group
Green Mountain Mining District
Kern County, California

Dear Mr. Sealock:

Your letter of December 15, 1952, has been received, and in accordance with your request the above-referenced application has been withdrawn.

We wish to thank you for your interest in the Defense Minerals Program and for bringing this property to our attention.

Sincerely yours,

C. O. Mittendorf

Administrator

EARutledge/ls 12/23/52

cc: Docket
Admn. Rend. File
FT, Reg. 3
Code 400
D.M.Lemmon, USGS
F.W.Geehan, USBM

DEC 3 0 1952

400

Mr. R. O. Miller
Executive Officer, Region III
1012 Flood Building
870 Market Street
San Francisco 2, California

Re: Docket No. DMA 2722, Tungsten
Wm. F. Stratton & Harry Seelock
Locarno Mine - Simon Group
Green Mountain Mining District
Kern County, California

Dear Mr. Miller:

The subject application for exploration assistance has been transferred to the inactive files in accordance with the applicant's request dated December 15, 1952, and the docket closed.

A copy of Mr. Seelock's letter is enclosed for your information.

Sincerely yours,

Frank E. Johnson

Chairman, Operating Committee

Enclosure

FARutledge/le 12/23/52

Approved:

J. H. Hedges

Member, Bureau of Mines

A. R. Kinkel, Jr.

Member, Geological Survey

CC: Docket
Admn. Read. File
FT. Reg. 3
Op. Comm.
Code 400
D. M. Lemmon, USGS
S. W. Geehan, USBM

UK 0

R. E. Adams, Chief, Oper. Control and
Statistics Division, DMEA
Iron and Ferro-Alloy Division, DMEA

Dec. 16, 1952

Removal of application from active files
Docket No. DMEA 2722 - Tungsten
Wm. P. Stratton & Harry Sealock
Green Mountain Mining District
Kern County, California

The applicants have requested that the subject application for exploration assistance be withdrawn since they are no longer interested in the property.

We, therefore, have removed the docket from our active files and the docket is transmitted herewith.

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

Attachment

FARutledge/ls
12/23/52

cc: Docket
Admn. Read. File
Code 400

COPY

Burbank, Cal.

12 - 15 - 52

U. S. Dept. of the Interior
D.M.E.A. Adm.
Washington, D. C.

Re: Docket No. DMEA 2722 - Tungsten
Wm. P. Stratton & Harry Sealock
Locarno Mine - Simon Group
Kern Co., Cal.

In answer to your letter of Oct. 16, '52, regarding request for Gov't loan, I wish to say that we are no longer interested in the property.

Yours truly,

Signed: Harry Sealock

OCT 1 6 1952

Mr. Wm. P. Stratton
1807 N. Lima Street
Burbank, California

Re: Docket No. DMEA 2722 - Tungsten
Wm. P. Stratton & Harry Sealock
Locarno Mine - Simon Group
Green Mountain Mining District
Kern County, California

Dear Mr. Stratton:

In reviewing your application for exploration assistance under the subject docket, we note that part of the $50,000.00 requested will be spent to erect a mill. While the Defense Minerals Exploration Administration under its delegated authority can grant assistance for approved exploration projects, it cannot grant assistance for the erection of a mill. Authority to grant such assistance has been delegated to the Defense Materials Procurement Agency, General Services Administration Building, 19th and F Streets, N. W., Washington 25, D. C. You could apply therefor to the DMPA, but that Agency might not be willing to consider your application favorably until the results of an exploration program showed that your property had sufficient merit.

We note also that you would not have sufficient funds available to pay your percentage of the proposed project cost. You should have sufficient funds available to cover your share and also be able to finance the entire cost of the project for at least two months' operation, as the Government does not advance funds for exploration projects. The Operator finances the project and at the end of the month submits a voucher for cost incurred. Depending upon the clarity of the voucher, it may be from two to four weeks before the Operator is reimbursed for the Government's share, which in the case of tungsten is 75 percent of the cost incurred.

In addition the information contained in your application was not sufficiently complete for us to draw up a tentative program of the exploratory work with all the cost data required. If you are still interested in securing exploration assistance and can finance your share of the estimated cost of the project, please write Mr. H. C. Miller, Executive Officer, DMEA Region III, 1012 Flood Building, 870 Market Street, San Francisco 2, California, and so inform him.

In case you are no longer interested in securing exploration assistance, it would be appreciated if you would advise this office in order that we may remove your application from our active file.

Sincerely yours,

C. O. Mittendorf

Administrator

TARutledge:WSMartin:GCSelfridge:ls
10/10/52

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

OCT 1 61952

Mr. K. C. Miller
Executive Officer, Region III
1012 Flood Building
870 Market Street
San Francisco 2, California

Re: Docket No. DMEA 2722 - Tungsten
Wm. P. Stratton & Harry Sealock
Locarno Mine - Simon Group
Green Mountain Mining District
Kern County, California

Dear Mr. Miller:

The subject application is being referred to your office for a field examination subject to the following conditions:

1. The applicants should contact your office in the near future and state their interest in obtaining exploration assistance. We explained to them that DMEA could not grant assistance for a mill and requested that they contact you if they were still interest in the exploration phase of their application.

2. The applicants should show they are capable of furnishing their share of the exploration cost.

The data contained in the application are very meager. If an examination is made, the field team should obtain all data necessary for the preparation of a contract. Owner's Consent to Lien forms will be required and a notarized statement is needed stating that the Bill Stratton of the lease and Wm. P. Stratton are one and the same person. Your attention is also called to Sections 5 and 6 of the lease. These items, among others, should be checked to see if the lease is still in force.

A copy of a memorandum by T. P. Thayer, U. S. Geological Survey, is enclosed for your information.

Sincerely yours,

(signed) FRANK E. JOHNSON

Chairman, Operating Committee

Approved:

J. H. Hedges
Member, Bureau of Mines

A. R. Kinkel, Jr.
Member, Geological Survey

FAHutledge:GCSelfridge:ls 10/10/52
CC: Docket
Admn. Read. File
Op. Com.
Field Team, Reg. 3
cc: G. C. Selfridge
E. R. Geehan, USBM
D. K. Lemmon, USGS
F. A. Hutledge

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

402

Office of
Executive Officer
DMEA Field Team
Region III

1012 Flood Building
870 Market Street
San Francisco 2, Calif.

September 23, 1952

Memorandum

To: DMEA, Interior Building, Washington 25, D. C.

From: Executive Officer, DMEA Field Team, Region III

Subject: Application of Wm. P. Stratton and Harry Sealock, 1807 N. Lima Street, Burbank, California for exploration loan of $50,000 - Tungsten

dmea 27222

We are attaching three of four copies of each of the following documents which were received in this office on September 22, 1952 from Messrs. Wm. P. Stratton and Harry Sealock:

MF-103 - Application for an exploration loan

MF-100 - General Technical Data

Agreement for Sale and Purchase of Mining Property

The fourth copy of each document is being retained in this office.

Kindly let us know the number assigned to this docket and if a request is to be made for a field examination.

H. C. MILLER

H. C. Miller
Executive Officer
DMEA Field Team, Region III

Attachments

Copy to E. H. Bailey, USGS

IN REPLY REFER TO:

G-MD-CF

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

400

October 8, 1952

Memorandum

To: George C. Selfridge

From: T. P. Thayer

Subject: DMEA 2722, Tungsten
W. P. Stratten and Harry Sealock
Burbank, California
Property: Locarno Claims in SE¼ sec. 21, T. 29 S., R. 34 E.,
Kern County, California

The applicants propose 200 feet or more of drift, about 100 feet of raise, to build a 15-ton pilot mill, and living quarters for crew, when needed, at cost of $50,000. The applicants say they do not now have money to pay for their share of the work, and apparently intend to sell part of their interest on the strength of the proposed exploration project.

The Locarno claims were examined by the Geological Survey during World War II, and in 1942-3 shipped about 1½ tons of hand-sorted ore containing about 2 percent WO_3. The widest scheelite vein seen then was about one inch; as stated by applicant, the deposits were worked primarily for gold. Although the assays reported as taken by "U. S. engineers" indicate material of potential interest, the estimate of 12,000 tons of ore should be verified.

Recommendation:

The applicant should be advised that the pilot mill cannot be financed by DMEA, and his method of financing should be clarified. If applicant is still interested in exploration only, and can definitely finance his share, the application should be referred to the field team.

T. P. Thayer

TPThayer:gt

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-2722
Metal or Mineral
Date Received 9-29-52
Amount $
Participation (Government %)

Name and address of applicant

Wm. P. Stratton and
Harry Sealock
1807 N. Lima St.
Burbank, Calif.

Date 9-20-52

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.

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.

(Name of company)	By William P. Stratton ~~(Signature of authorized official)~~ Harry Sealock
9-20-52 (Date)	(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—64067-2

(1)

A. - Locarno Mine and Simon Mine
B. - Copy of agreement enclosed
C. - So. 97 acres of S. E. ¼, Sec. 21, T 29S, R. 34E, Kern Co. Cal., also 5 adjoining unpatented claims in N. E. ¼ of Sec. 28.

Wm P. Stratton
Harry Slalock
1807 Lima St
Burbank, Cal.

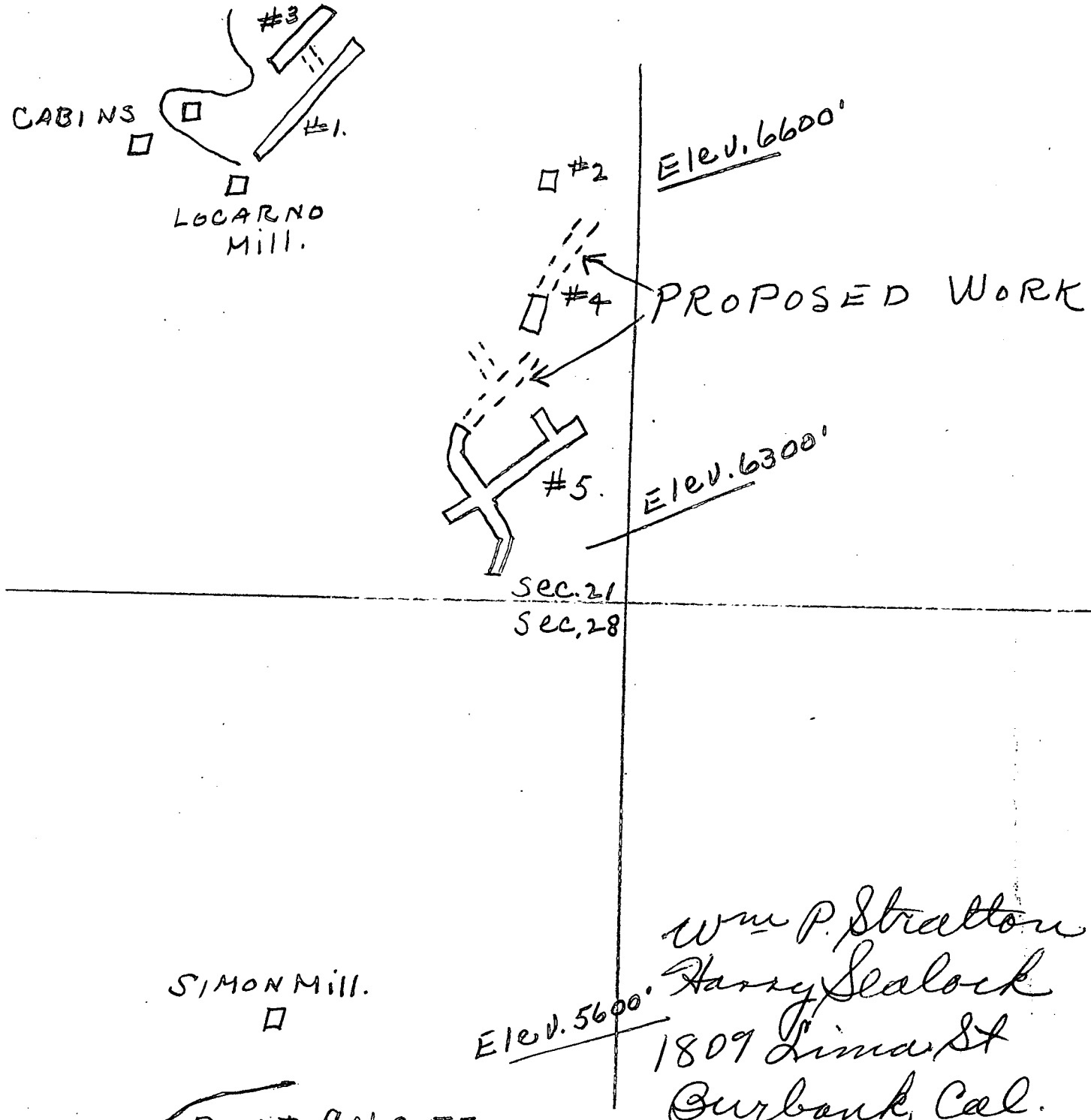
(2)

A. - Tungsten

B. - No engineer's or geologic report available.
Sketch below, also samples and assays were taken by U. S. engineers before appropriating money for access road. About 12,000 tons of commercial ore developed at #5.
Sample across 6 ft. at end of drift assays 0.35% WO3.

		%WO3
#1 -	12" -	0.15
#2 -	4" -	4.65
#3 -	2" -	0.51
#4 -	3' -	0.92
#5 -	8" -	1.56

#1 and #3 were worked for gold. #2, 4, and 5 are on tungsten vein that we plan to work on when access road is completed.



Wm P. Stratton
Harry Sealock
1809 Lima St
Burbank, Cal.

(3)

A. - One hundred feet or more of drift and about 100 ft. raise at #5.
One hundred feet or more of drift at #4.
Fifteen ton pilot mill to mill available ore. -
- to be enlarged when warranted.
Twenty five hundred ft. pipe line from spring north of upper cabins to proposed mill site when required. Also storage tanks and pump.
Additional quarters for workers when required.
Total cost $50,000.

B. - We can start the project as soon as access road now under construction is completed, or about 30 days.
About 60 days to do exploration work, and four months to install mill.

Wm P. Stratton
Harry Sealock
1807 Lima St
Burbank, Cal.

(4)

Proposed exploration work.
At #4 - 100 ft or more of drift.
At #5 - 100 ft or more of drift and about 100 ft. raise to surface.
Cross cuts when advisable.

as shown on page 2

Wm P. Stratton
Harry Sealock
1807 Lima St
Burbank, Cal.

(5) On Locarno property

One four room modern cabin - retained and occupied by owner.
One four room cabin. Used at present by road construction family.
About $1200. required to put in condition suitable for winter occupancy.
Blacksmith shop - fair condition
Mill building - not suitable for proposed operation
Ample water supply and storage tanks are installed.

On Simon property

One small three room cabin. Suitable for temporary use. Not worth remodeling.
Mill building - not suitable for proposed operations.
Ample water supply.

Wm P. Stratton
Harry Sealock
1807 Lima St
Burbank, Cal.

(6) No additional buildings required for development work.
Two additional cabins required when pilot mill is installed.
Three or more if operations are increased to 50 or 60 tons per day.
Cost - about $2500. each.

Wm P. Stratton
Harry Sealock
1807 Lima St.
Burbank, Cal.

(7) Equipment for development work

A - none to be rented

B - To be purchased:

600' rails - Cost. - $275.00

400' - 2" pipe for air - Cost $225.00

Depreciation - About 30% - $150.00

C - Furnished by us and already on property:

1 - 105 Cu. ft. air compressor

1 - 1937 - 2½ ton Ford V-8 dump truck.

3 - ore cars

1 - Jack Hammer, air hose and other necessary tools.

Wm P. Stratton
Harry Sealock
1807 Lima St
Burbank, Cal.

(8) Labor for development work
Two miners
Two muckers
One supervisor
Wages to be prevailing union wages.

Wm P. Stratton
Harry Slalock
1807 Lima St
Burbank, Cal.

(9) For Development work.

Timber.....	$250.00
Powder.....	300.00
Gas & Oil.....	100.00
Engineering.....	250.00
Assaying.....	300.00

No cost for accounting, power, or utilities.

Wm P. Stratton
Harry Sealock
1807 Lima St.
Burbank, Cal

(10)

A - We do not have money to pay for our part of project. Have some real estate on which some money can be borrowed, or we can sell an interest in our lease and option if gov't. is willing to participate in proposed project.

Wm P. Stratton
Harry Sealock
1807 Lima St.
Burbank, Cal.

(11)

Known ore deposit and possibilities warranted Gov't. to construct a 2½ mile access road on this property. Inaccessability has been the disadvantage of this ore deposit. A complete investigation by your geologists or engineers would be appreciated.

Wm P. Stratton
Harry Sealock
1807 Lima St.
Burbank, Cal.

AGREEMENT FOR SALE AND PURCHASE OF MINING PROPERTY

THIS AGREEMENT, made and entered into this 1st day of November, 1951, by and between N. V. FRANCESCHI and IDA FRANCESCHI, husband and wife, as joint tenants, residing at 335 Fifth Avenue, Venice, California, as Parties of the First Part, and BILL STRATTON AND HARRY SEALOCK, both residing at 1807 North Lima Street, Burbank, California, as Parties of the Second Part,

WITNESSETH:

THAT WHEREAS, Parties of the First Part are the owners of certain mining property hereinafter described and certain personal property thereon; and

WHEREAS, it is the desire of Parties of the Second Part to enter into an agreement with Parties of the First Part for the purchase of said property, with the right to enter thereon for the purpose of mining and developing the same and extracting and removing ore therefrom and the disposition and sale of the minerals, metals and product therefrom, and Parties of the First Part are willing to enter into such an agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Parties of the First Part, in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by Parties of the Second Part, hereby agree to sell and convey unto Parties of the Second Part, and Parties of the Second Part agree to buy, the property, together with the appurtenances, situate in the County of Kern, State of California, particularly described as follows:

(a) The South 97 acres of the Southeast Quarter (SE¼) of Section 21, Township 29 South, Range 34 East, M.D.B. and M., in the County of Kern, State of California, known as the "Locarno Mine", together with all timber and water rights.

(b) Those certain unpatented mining claims known as Simon Nos. 1,2,3,4, and 5, being in the Green Mountain Mining District, in Section 28, Township 29 South, Range 34 East, M.D.B. & M., and locally known as the "Simon Group", together with all timber and water rights.

(c) Two (2) muck cars; 300 feet of rails in addition to those withing the tunnel; 600 feet of one inch waterpipe; 350 feet of one and one-half inch pipe; 250 feet of two inch pipe; three (3) water tanks, a 1-1/4 inch Meyers booster pump; and the buildings situate on the property above described.

2. Parties of the Second Part agree to pay to Parties of the First Part for said property, the sum of Fifty Thousand Dollars ($50,000.00), in installments as follows:

(a) The sum of One Hundred Fifty Dollars ($150.00) upon the execution and delivery of this agreement, receipt of which is hereby acknowledged, the sum of One Hundred Fifty Dollars ($150.00) or more on the 1st day of December, 1951, and the sum of One H undred Fifty Dollars ($150.00) or more on the 1st day of each and every month thereafter until the said purchase price shall have been paid in full.

(b) In addition thereto, the sum of Three Thousand Dollars ($3,000.00) on or before the 1st day of November, 1952.

(c) Fifteen per cent (15%) of the gross smelter mill or mint returns received from the sale of all ores, concentrates, minerals and other products mined or removed from said property, the payments thereof to be made immediately upon receipt of said returns by Parties of the Second Part.

(d) The total balance remaining unpaid after the application of all payments made in accordance with the foregoing provisions shall be paid on or before the 31st day of October, 1954.

If Parties of the Second Part shall have promptly made all of the payments provided in sub-paragraphs (a), (b), and (c) and have fully performed all of the covenants and agreements on their part to be performed as in this agreement provided, then in lieu of paying the total remaining balance of the said Fifty Thousand Dollars ($50,000.00), as provided in sub-paragraph (d) hereof, they shall have the right and option to pay in addition to all other sums paid, the sum of Ten Thousand Dollars ($10,000.00) on or before the

1st day of October, 1954, in which event they shall have an additional period of three (3) years to pay the balance remaining of said sum of Fifty Thousand Dollars ($50,000.00) in continuing installments of One Hundred Fifty Dollars ($150.00) or more per month, the balance on or before the end of said extended term.

All payments shall be made to Bank of America National Trust and Savings Association, Ocean Park Branch, Ocean Park, California, for the account of Parties of the First Part.

Parties of the Second Part agree to deliver to Parties of the First Part a full and complete record of all smelter reports and/or certificates or receipts from the United States Ming, bullion buyer, smelter or other purchasing or reduction agency to whom ore or mineral from said premises is sold or delivered for processing, and agree to furnish Parties of the First Part a full and true account of all ores extracted and duplicates of all mill, smelter or retort returns. They also agree to keep a full and complete set of books of account which will be open for the inspection of Parties of the First Part or their agents or representatives at all reasonable times.

All of the gold bullion shipments are to be made from the Bank of America National Trust and Savings Association in East Bakersfield, California.

Parties of the Second Part agree to pay all taxes and assessments of every kind levied, assessed or which may hereafter become due against said property, and agree to keep the buildings on said premises insured and against loss by fire at their own expense.

It is understood and agreed that Parties of the First Part have applied to the United States Government for the installation of an access road to said premises, and in this connection it is agreed that if such a road shall be installed, Parties of the Second Part will agree to assume and pay any expense which may be charged to the owners of said property for the building thereof.

(3) Parties of the Second Part shall be entitled to immediate possession of said premises with the exception of the new house situate on the Locarno Mine property, which is reserved by Parties of the First Part for their use, rent free, it being agreed that they shall have the right of ingress and egress to and from said building until the purchase price has been paid in full.

It is understood and agreed that Parties of the Second Part will have no rights to use any other machinery, tools and equipment now on said premises and that Parties of the First Part shall have twelve (12) months after the full purchase price has been paid within which to remove the said property from said premises.

As a material consideration for the execution of this agreement, Parties of the Second Part agree to immediately enter upon said premises and at their own expense to continuously work and develop the same in a workmanlike and minerlike manner necessary to good and economical mining, so as to develop and take out the greatest amount of ore possible, with due regard to the development and preservation of said premises as a workable mining property.

Parties of the Second Part shall not permit any lien of liens to be filed and successfully maintained against said premises, or any part thereof, or any building or erection located thereon for any labor or materials furnished to Second Parties.

Parties of the First Part shall have the right to go on said premises at any time for the purpose of posting a notice or notices of non-responsibility, and Parties of the Second Part agree that when any such notice or notices have been posted to preserve and keep the same posted in a conspicuous place on said premises.

Parties of the Second Part agree that at all times while employing men in connection with the operation of said premises,

or any part thereof, they will carry workmen's compensation insurance and all such other insurance as may be required by law for the benefit or protection of their employees, including employer's liability and accident insurance.

4. Parties of the Second Part agree that they will, at their own expense, perform all necessary assessment work on said unpatented mining claims as required by law and to file and record proof of labor in the office of the County Recorder of Kern County, Bakersfield, California, not later than the 1st. day of June of every calendar year, and request the Recorder to mail said notices after recording to Parties of the First Part.

5. Parties of the Second Part agree, at their own expense, to build and construct a sufficient dam and connect thereto 1-1/2 inch water pipelines from unnamed springs on said premises situate about 800 feet easterly from the Simon Camp in Section 27, Township 29 South, Range 34 East, and to fully complete the same on or before June 1, 1952, in order to comply with the requirements for water rights appurtenant to said property under the terms of Permit No. 6856 granted upon Application 11613 by the Division of Water Resources of the State of California.

6. As a further material consideration for the execution of this agreement, Parties of the Second Part agree, at their own expense, to complete not later than June 1, 1952, a raise already started on the Locarno Mine for the ventilation and preservation of the tunnel in said mine which has recently been retimbered.

7. Parties of the First Part, or their fuly authorized attorneys, agents or representatives, shall have the right at any and all reasonable times to go upon said mining property, or any part thereof, to inspect the condition thereof.

8. In the event that Parties of the Second Part, their heirs or assigns, shall at any time during the term hereof fail to perform or to comply with any or all of the covenants and agree-

ments by them to be performed, or shall fail to make any or all of the payments when and as the same become due, the rights of Parties of the Second Part under this agreement may be terminated at the option of the Parties of the First Part by written notice to Parties of the Second Part to such effect. Such written notice shall state, in substance, in what particular the default or breach of the agreement is claimed. Such notice, however, shall not constitute or be deemed a notice of final termination of this agreement, and Parties of the Second Part may cure any said default or breach by substantially complying with all of the terms of the agreement withing the period of thirty (30) days from receipt of any such notice, and after such compliance this agreement shall have the same force and effect as though said default or breach had never occurred. Should Parties of the Second Part fail, refuse or neglect to comply with the terms and conditions of this agreement withing any such thirty (30) days' grace period specified above, then all right, title and interest of Parties of the Second Part in and to said mining property and claims shall be wholly and forever forfeited and Parties of the Second Part shall thereupon forfeit all right to all monies theretofore paid under this contract as liquidated damages, and Parties of the First Part shall be relieved from all obligations in law or equity to convey said property and shall have the right to reenter upon said premises and take possession thereof and remove all persons therefrom, with or without force and with or without process of law, and Parties of the Second Part, their successors or assigns, agree to give immediate possession to Parties of the First Part of said mining property and claims and all improvements which have been installed or placed thereon, except that withing ninety (90) days they may remove any equipment or personal property belonging to them not affixed to said property, and if it be necessary for Parties of the First Part to bring an action or actions at law for the purpose of

collecting any payments due under the provisions hereof or of dispossessing Parties of the Second Part, or their successors or assigns, Parties of the Second Part agree to pay a reasonable sum to be fixed by the court as and for attorney's fees for the prepose of bringing and maintaining such action or actions.

9. Upon receiving full payment of the purchase price, Parties of the First Part agree to deliver to Parties of the Second Part a good and sufficient grant deed conveying the property known as the Locarno Mine and a policy of title insurance showing the title to vest in Parties of the First Part free and clear of leins and encumbrances and subject to conditions, restrictions, rights, rights of way and easements of record, and to deliver to Parties of the Second Part a good and sufficient quitclaim deed quitclaiming to them all of their right, title and interest in and to the ungatented mining claims hereinabove described.

10. It is agreed that all notices herein provided to be given to Parties of the First Part shall be given in writing by a letter addressed to them at 325 Fifth Avenue, Venice, California, and deposited in the United States Post Office, postage prepaid, as registered mail. Notices herein to be given to Parties of the Second Part may be given in writing by a letter addressed to Parties of the Second Part at 1807 North Lima Street, Burbank, California, and deposited in the United States Post Office, postage prepaid, as registered mail.

11. This agreement cannot be assigned by Parties of the Second Part without the consent of the Parties of the First Part first had and obtained.

The terms, provisions, covenants and agreements herein contained shall be binding upon and inure to the benefit of the heirs, executors, administrators and lawful assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

N. V. FRANCESCHI

IDA FRANCESCHI
PARTIES OF THE FIRST PART

BILL STRATTON

HARRY SEALOCK
PARTIES OF THE SECOND PART

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On November 1st, 1951, before me, the undersigned, a Notary Public in and for said County and State, personally appeared N. V. FRANCESCHI and IDA FRANCESCHI, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

N. A. Barker
Notary Public in and for said County and State.

My comm. exp. Mar. 29, 1952

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On November 1st, 1951, before me, the undersigned, a Notary Public in and for said County and State, personally appeared BILL STRATTON and HARRY SEALOCK, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

N. A. Barker
Notary Public in and for said County and State.

My comm. exp. Mar. 29, 1952