400

NOV 2 4 1954

Mr. Thomas A. Hazelton
P. O. Box 182
Lemon Cove, California

Re: Docket No. DMRA 3254-Tungsten
Silver Queen Tungsten mine
Tulare County, California

Dear Mr. Hazelton:

This will acknowledge your letter of November 9, 1954, with regard to a reexamination of the above-referenced property by the DMRA Field Team.

Your application for exploration assistance under the subject docket was denied by letter of July 1, 1954, because:

> "Careful study of all our information, although noting the occurrence of tungsten mineralization on your property, indicates to us that the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation."

No data have been submitted which would alter this conclusion or warrant a reexamination of the property.

Our letter of November 5, 1954, suggested that you file a new application only in case the results of work outlined in your letter of October 20, 1954, should expose more favorable indications. In that event, in order to assist us to determine whether a new field examination is warranted, we must receive complete details of the results obtained by this work, including analyses, a description of the work completed, and a sketch map showing the workings and location of the samples.

Sincerely yours,

C. G. Mittendorf

Administrator

cc: Docket
Code 400
Adm. Read. File
Field Team, Reg. 3
R. W. Geehan, USBM
Thor Kiilsgaard, USGS

FARutledge/ls
11-23-54

C O P Y

THOMAS A. HAZELTON

P. O. Box 182

Lemon Cove, Calif.

Nov. 9, 1954

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

Re: Docket No. DMEA 3254 - Tungsten
Silver Queen Tungsten Mine
Tulare County, California

Dear Mr. Mittendorf:

Thank you for your letter of the 5th., instant and I hasten to reply with the following:

In your suggestion that we file a new application, may I ask if we could proceed with the old one, so as to save time and not shift to the end of the line again. It is now nine months since filing.

We have a bull-dozer on the job as I previously mentioned to you and we have stripped the over-burden from the open cut, which now shows very good ore. This is what I want your men to inspect as well as the trend of the ore, which runs for hundreds of feet in a N-NWly 30° trend. There is no reason, from the standpoint of volume why this application should not be granted. I know that many hopefuls have not had as much showing as you will find on the above mentioned property.

As we are all striving to put men to work and also obtain tungsten, this property and others in the area should have every encouragement, since we are in the heart of the scheelite belt. I will greatly appreciate your cooperation in getting us a new inspection of the mine at an early date and thanking you in advance, I am,

Sincerely yours,

/s/ Thomas A. Hazelton

400

NOV 5 - 1954

Mr. Thomas A. Haselton
P. O. Box 182
Lemon Cove, California

Re: Docket No. DMEA 3254 - Tungsten
Silver Queen Tungsten Mine
Tulare County, California

Dear Mr. Haselton:

This will acknowledge receipt of your letter of October 20, 1954, advising us that you plan to work through the winter months at the subject property.

If the results of the proposed work should expose more favorable indications you could, of course, file a new application. In that event, in order to assist us to determine whether or not another field examination is justified, it is suggested that you return to us four of the enclosed copies of Form MF-103. With your report on the results of your new work please include a map showing the corresponding assay data.

Sincerely yours,

C. O. Mittendorf

Administrator

WSMartin:foc
10-29-54
cc to: Docket
Code 400
Adm. Reading File
Operating Comm.
FT. REG.III
R. W. Geehan, USBM
Thor H. Kiilsgaard, USGS

Enclosure

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

400

Mr. Thomas A. Hazelton
P. O. Box 182
Lemon Cove, California

Re: Docket No. DMEA 3254 - Tungsten
Silver Queen Tungsten Mine
Tulare County, California

Dear Mr. Hazelton:

This will acknowledge receipt of your letter of October 20, 1954, advising us that you plan to work through the winter months at the subject property.

If the results of the proposed work should expose ~~new~~ more favorable indications ~~that might justify a more favorable opinion than is now warranted~~, you could, of course, file a new ~~Form MF-103 for our consideration. In that event, you should refer to the subject docket~~ application and submit a map showing all subsequent work with the corresponding assay data.

~~However, unless your new work should provide a sound basis for a significant change in our present conclusions, we regret to advise you that we could only reaffirm our denial of your application.~~

Sincerely yours,

Administrator

In that event, in order to assist us to determine whether or not another field examination is justified, it is suggested that return four of the enclosed copies of Form MF-103 to us with your report on the results of your new work please include a map showing the corresponding assay data.

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

Mr. Thomas A. Hazelton
P. O. Box 182
Lemon Cove, California

Re: Docket No. DMEA 3254 - Tungsten
Silver Queen Tungsten Mine
Tulare County, California

Dear Mr. Hazelton:

This will acknowledge receipt of your letter of October 20, 1954, advising us that you plan to work through the winter months at the subject property.

If the results of the proposed work should expose new indications that might justify a more favorable opinion than is now warranted, you could, of course, file a new Form MF-103 for our consideration. In that event, you should refer to the subject docket and submit a map showing all subsequent work with the corresponding assay data.

However, unless your new work ~~provides~~ should provide a sound basis for a significant change in our present conclusions, we regret to advise you that we ~~can~~ could only reaffirm our denial of your application.

Sincerely yours,

Administrator

MF-500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 10-29-54

REFERRED TO:

1. Administrator
2. Mails & Files
3.
4.

FOR:

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

REMARKS:

1) Suggest attach last #
2) Send new forms
3) Copy letter 10/20 to File

Check (X) before the items needing attention.

WSMARTIN/foc

Initials of sender.

GPO 16—63815-1

Bill: Last ¶ bothers me - Sounds like our minds are already set -

Perhaps Hazeton is an unlikeable character - maybe a little weaker - but - we have some on the F.T's that are also biased & never know how far out get on the limb by supporting their opinions - when personal problems are involved.

Would it be more tactful to conclude:

~~that may be argued that we should give further consideration~~

To your report on the results of the new work in order to determine whether or not another field examination is justified

(or something like it)

M

C
O
P
Y

400

THOMAS A. HAZELTON
P. O. BOX 182
Lemon Cove, Calif.

Oct. 20th., 1954

Mr. C. O. Mittendorf,
Administrator,
Defense Minerals Exploration Adm.
Washington, D. C.

Re: Docket No. DMEA 3254 - Tungsten
Silver Queen Tungsten Mine
Tulare County, California

Dear Mr. Mittendorf:

This will acknowledge receipt of your letters of October 4th., and 12th and as you stated in the latter, our letters crossed in the mails.

By writing this letter I am not trying to portray a stubborn nature or run your department; however, I am positive about my stand in regards to the values on my lease and it should not be passed nor ignored, thru lack of proper inspection and engineering. It is months since I brought this matter to your attention and it would occur to any business man that sufficient time had elapsed to get the answer, why was this engineer sent here and returned without making his dutiful inspection. The weather will soon be quite a handicap, as we get a small amount of snow up there; however, I plan to work thru the winter months. These men around here need work and I am planning to hire as many as I can afford.

I have laid it on the line for your full consideration believing that you are too big, to be prejudiced because I keep insisting on a new appraisal.

Tomorrow morning a large bulldozer will be on the job and I shall have a large portion of the open cut, exposed to view within a week. The engineers who have seen this location before it was diffused state that it is a very good showing and that it is forty feet wide. I will have it so that one of your men can also see it the middle of next week.

I personally know I have a big deposit, or I would not waste any further time and money on it. I have had over twelve years in the field on scheelite exclusively and know something about it. Three previous operations give support to that fact.

Thanking you in advance for your continued cooperation, I am,

Respectfully yours,

Thomas A. Hazelton

Signed: Thomas A. Hazelton

TAH/my

400

OCT 12 1954

Mr. Thomas A. Hazelton
P. O. Box 182
Lemon Cove, California

Re: Docket No. DMEA 3254-Tungsten
Silver Queen Tungsten Mine
Tulare County, California

Dear Mr. Hazelton:

This will acknowledge receipt of your letter of October 4, 1954, which apparently crossed in the mail with our self-explanatory letter of October 1, 1954.

We thank you again for your interest in the Defense Minerals Exploration Administration program and for bringing your property to our attention.

Sincerely yours,

C. O. Mittendorf

Administrator

cc: DOCKET
CODE 400
FIELD TEAM, REGION III
ADM. READ. FILE
R. W. GEEHAN, USBM
THOR KIILSGAARD, USGS

WSMartin/ls
10-11-54

COPY

400

THOMAS A. HAZELTON
P. O. BOX 182
LEMON COVE, CALIF.

October 4, 1954

Mr. C. O. Mittendorf, Administrator
Defense Minerals Exploration Adm.
Department of the Interior
Washington, D. C.

Re: Docket No. DMEA 3254 T.
Silver Queen Tungsten Mine
Tulare County, California

Dear Mr. Mittendorf:

May I refer you to your letter of August 25th, 1954, in which you state: "We will advise you when we have completed our investigation of the other questions you raised."

I would like to know, if you have had time to complete your investigation and if so may I have your report.

Your reference to further development, including additional shipments, is not quite our present status, however, I have continued to excavate and drift, with the very pleasing results of much better showings. I feel that a second inspection of the property will be ample to satisfy any of your geologists. I would suggest that should you send some one to inspect the property, they be instructed to look at the outcroppings up and over the hill, which was drawn to the other man's attention, but he did not wish to go take a look.

It is going to start getting cold up there very soon now and unless we can get going very soon, we shall be closed down for another winter, whereas, we could be working and so could the crew. There are plenty of men out of work in this area, so any relief will be welcome.

Your early reply will be greatly appreciated, by,

Yours very truly,

Thomas A. Hazelton

Signed: Thomas A. Hazelton

TAH/m cc HCM, ACJ.

400

OCT 1 1954

Mr. Thomas A. Hazelton
P. O. Box 182
Lemon Cove, California

Re: Docket No. DMEA 3254-Tungsten
Silver Queen Tungsten mine
Tulare County, California

Dear Mr. Hazelton:

Your letter of August 16, 1954, raised certain questions which, pending further investigation, we did not discuss in our reply to you of August 25, 1954.

We have now been informed that although the property was, as you stated, incompletely prepared for our field inspection, it was nevertheless clean enough to evaluate without further examination. Our report also shows that, while the examining engineer did not feel well enough to accept your invitation to lunch, he was, however, able to make an inspection of the entire property in the afternoon by daylight and to lamp and sample in the evening on the surface and underground.

Our investigation thus confirms that the individual examinations by both members of the examining team resulted in the same conclusion that further work with Government aid was not warranted.

Accordingly, we regret to inform you that our subsequent review of the data contained in the subject docket and in your letter of August 16, 1954, does not alter our former conclusion that "the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation."

Sincerely yours,

Frank E. Johnson

ACTING Administrator

cc: DOCKET
FIELD TEAM, REG. III
CODE 400
OPER. COMM.
ADM. READ. FILE
R. W. GEEHAN, ~~MSAX~~ USBM
THOR KIILSGAARD, USGS

WSMartin/ls
9-28-54

402

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

Department of the Interior
Defense Minerals Administration
RECEIVED
SEP 13 1954

420 Custom House
555 Battery Street
San Francisco 11, Calif.

September 9, 1954

Memorandum

To: W. S. Martin, Acting Chairman, Operating Committee, DMEA
Interior Building, Washington 25, D. C.

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket No. DMEA-3254 - Tungsten
Thomas A. Hazelton
Silver Queen Tungsten Mine
Tulare County, California

Reference is made to your letter of August 25 regarding the subject property.

As suggested in that letter, we are sending comments from Mr. A. C. Johnson pertaining to correspondence between Mr. Thomas A. Hazelton and Mr. C. O. Mittendorf relative to the above docket.

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

Attachment

Copy to: Roscoe Smith, USGS

xxxxxxxxxxxxxxxxxx
Mining Division

1605 Evans Avenue
Sept. 3, 1954

Memorandum

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

From: Chief, Mining Division, Region III

Subject: Docket DMEA-3254 - Tungsten
Thomas A. Hazelton
Silver Queen Tungsten Mine
Tulare County, California

The following comments are made with reference to your memorandum dated September 1 pertaining to correspondence between T. A. Hazelton and Mr. C. O. Mittendorf:

1. Mr. Hazelton desires another examination of his Silver Queen mine property and he claims that the underground workings are "now clean and visible", and the open cut "have values of at least one percent". He also states that rains had covered the vein in the shaft "making it impossible for inspection" and regarding the open cut "that at the time (of examination) did not represent the true picture". Therefore, he more or less confirms the final statement made in the examination report under "Competency of Applicant" regarding the general condition of the workings, which were not in condition for complete sampling and evaluation.

2. The engineer did have some delays on May 6 which were apparently due to a fuel pump on his car and one of the head lights was out, preventing his traveling late and reaching the property sooner as he planned. Both of these items were later repaired. Regarding his being ill, he merely refused to join Mr. Hazelton in lunch and mentioned his condition and rested for about an hour after inspecting the entire property during daylight, while awaiting darkness to go over the workings again with a tungsten lamp and perform sampling. The underground and surface workings were inspected twice - during the afternoon and again in the evening of May 7. The engineer arrived at the mine about 2:30 P.M. May 7 and left the property about 10:45 P.M. on the same day.

The engineer did state that he might return from Bakersfield via Lemon Cove (Mr. Hazelton's residence) and confer further with him regarding his proposed exploration project; but he stated at the time, that his return was unlikely. Instead, he continued on his trip to make two additional mine inspections before returning to headquarters.

It is noted that both members of the examining team reported similar conditions of the workings and tungsten occurrences from individual examinations. They concurred that further work with aid of Government was not warranted. Statements in Hazelton's letter dated August 16 appear to have been made mainly to effect another examination for a larger loan. These statements misrepresent the facts; and the "Competency of Applicant" section in the final report covering the Mt. Lewis Tungsten claims (contract Idm-E305) and the examination report on the Silver Queen property substantiates this statement.

A thorough examination of the Silver Queen Tungsten Mine has been made by a competent engineer and geologist of the Department of the Interior. Their conclusions from a geologic and engineering appraisal of the property should preclude another examination.

A. C. Johnson

AUG 2 5 1954

Mr. H. C. Miller, Executive Officer
DMEA Field Team, Region III
420 Custom House
555 Battery Street
San Francisco 11, California

Re: Docket No. DMEA 3254 - Tungsten
Thomas A. Hazelton
Silver Queen Tungsten mine
Tulare County, California

Dear Mr. Miller:

Enclosed are two copies of a letter dated August 16, 1954, from Mr. Thomas A. Hazelton, requesting a reinspection of the referenced property.

Also enclosed are two copies of our reply to Mr. Hazelton, and to save time, as you will note, we have prepared that reply without waiting to ask for your remarks on the applicant's complaints. We would, however, appreciate having whatever comments you may wish to make for our records.

Sincerely yours,

W. S. Martin

ACTING Chairman, Operating Committee

Enclosures

Approved:

J. H. Hedges

Member, Bureau of Mines

D. M. Larrabee

Member, Geological Survey

FARutledge/ls
8/19/54

cc: Docket
FT, Reg. 3
Code 400
Oper. Comm.
Adm. Reading File
R. W. Geehan, USBM
E. L. Newcomb, USGS

400

AUG 23 1954

Mr. Thomas A. Hazelton
P. O. Box 1[illegible]
Lemon Cove, California

Re: Docket No. DMEA 3254 - Tungsten
Silver Queen Tungsten mine
Tulare County, California

Dear Mr. Hazelton:

This will acknowledge your letter of August 16, 1954, requesting a reinspection of the referenced property and amending the subject application to increase the amount applied for from $7,464.00 to "some figure closer to $20,000.00." The above-docketed application for exploration assistance was denied by letter of July 1, 1954.

We have carefully reviewed the data contained in the subject docket and in your letter of August 16, which added insufficient new information and, therefore, does not alter our former conclusion that, "the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation."

In considering your same letter, we inferred that the reference to 27 units of tungsten produced covered only the two settlement sheets attached to the original application for shipments of 18.7463 units in 1946 and 8.229 units in 1947. If you have knowledge of some additional production, we would appreciate receiving settlement sheets covering any such subsequent shipments.

We will advise you when we complete our investigation of the other questions you raised.

Sincerely yours,

C. O. Mittendorf

Administrator

cc: Docket
FT, Reg. 3
Code 400
Adm. Read. File
Operating Committee
R. W. Geehan, USBM
E. L. Newcomb, USGS

FARutledge/WSMartin/ls
8-23-54

Mr Eth

For your consideration

CAM

NOTE

Would be preferable to tell applicant that he had added no new data that would change our decision, but will take matter up with Field Team to determine if they have anything else to add in view of applicant's comments. Will advise when we hear from Field Team.

F. E. Johnson

Agree,

C.P.M.

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

Mr. Thomas A. Hazelton
P. O. Box 182
Lemon Cove, California

Re: Docket No. DMEA 3254 - Tungsten
Silver Queen Tungsten mine
Tulare County, California

Dear Mr. Hazelton:

This will acknowledge your letter of August 16, 1954, requesting a reinspection of the referenced property and amending the subject application to increase the amount applied for from $7,464.00 to "some figure closer to $20,000.00." The above-docketed application for exploration assistance was denied by letter of July 1, 1954.

We have carefully reviewed the data contained in the subject docket, and ~~paying particular attention to the points raised~~ in your letter of August 16, which added ~~This information, however, was~~ insufficient to alter our former conclusion that, "the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation."

In considering ~~the information contained in~~ your ~~August 16~~ same letter, we inferred that ~~your~~ the reference to 27 units of tungsten produced covered only the ~~same~~ two settlement sheets attached to the original application for shipments of 18.7463 units in 1946 and 8.229 units in 1947. If you have knowledge of some additional production, we would appreciate receiving settlement sheets covering any such subsequent shipments.

~~The relative effectiveness of operations under Contract No. Idm-E305, Docket No. DMEA 1647, Tungsten, Thomas A. Hazelton, Mt. Lewis Tungsten claims, was another factor in our decision.~~

Sincerely yours,

Administrator

P. We will, however, make a thorough investigation of the points raised in your letter. We will advise you when we complete our investigation of the other questions you raised.

400

COPY

THOMAS A.HAZELTON
P. O. Box 182
LEMON COVE, CALIF.

August 16, 1954.

Mr. C. O. Mittendorf, Administrator
Defense Minerals Exploration Adm.,
Department of the Interior,
Washington, D. C.

Re: Docket No. DMEA 3254 Tungsten
Tulare County, California

Dear Mr. Mittendorf:

Your letter of July 1st, received and thru some unaccountable manner, it was not discovered until today.

May I give you the following facts as to this particular property and trust that they will suffice for further investigation and ultimate approval of the application.

1. At the time of the inspection by your geologist, rains had partially covered the vein that I had explained was in the floor of the shaft making it impossible of inspection.

   THIS IS NOW CLEAN AND VISABLE, SHOWING A WIDTH OF thirty inches AND VALUES EXCEEDING ONE AND ONE HALF (1-½%) PER CENT WO_3.

   THERE IS ALSO AN OPEN CUT, THAT AT THE TIME DID NOT FULLY REPRESENT THE TRUE PICTURE. HERE WE ALSO HAVE VALUES OF AT LEAST ONE PERCENT (1%).

   THE STRIKE OF THE FORMATION WAS NOT EXPLORED AND HOW ONE COULD TELL WHAT IS OR IS NOT THERE, IS BEYOND COMPREHENSION.

2. YOUR GEOLOGIST ARRIVED ON MAY 6th, and WE WAITED SEVERAL HOURS FOR HIS ENGINEER TO ACCOMPANY US. NOT HEARING FROM HIM WE LEFT ABOUT NOON FOR THE MINE.

   AT 4 P.M. THAT DAY THE ENGINEER TELEPHONED FROM LODI, SAYING, "I AM HAVING TROUBLE WITH MY CAR, AND WILL BE THERE EARLY TOMORROW MORNING." HE ARRIVED ABOUT FOUR O'CLOCK THE NEXT DAY. THE GEOLOGIST AND I, WAITED UNTIL ABOUT 2 o'clock THEN BELIEVING THE ENGINEER WAS NOT COMING, WE RETURNED TO THE OFFICE IN TOWN.

WHEN SAID ENGINEER DID ARRIVE, HE COMPLAINED OF BEING ILL AND WITH SOME EFFORT WE WENT TO THE PROPERTY. NOTHING WAS DONE THAT EVENING AND HE SUFFERED ALL NITE. (WE STAYED IN MY TRAILOR HOUSE). NEXT MORNING HE COULD HARDLY GET UP AND AFTER SEVERAL HOURS WE MADE A SHORT SORTIE AS HE COULD NOT STAND ANY FURTHER EXERTION. HE RESTED FOR A FEW MORE HOURS AND THEN TOLD ME HE WANTED TO LEAVE AND GO TO SEE HIS BROTHER IN BAKERSFIELD, THAT HE WOULD RETURN ON MONDAY AND GO OVER THE APPLICATION WITH ME AS TO THE MODUS OPERANDI AND THE SPECIFIC AMOUNTS REQUIRED FOR SAME. I HAVE NOT SEEN OR HEARD FROM HIM SINCE.

3. I WILL ADMIT THAT THIS MAY NOT BE THE LARGEST OPERATION IN THE COUNTRY, BUT IT IS WELL SITUATED AND WITH OTHER MINES ALL AROUND IT, IN EVERY DIRECTION, WE WELL AS THE SHOWINGS THAT IT HAS, I FEEL VERY CONFIDENT I CAN MAKE A GOOD MINE OUT OF IT.

THE FIRST 18 feet of THE SHAFT PRODUCED 27 STANDARD TUNGSTEN UNITS OF GOOD CLEAN SCHEELITE, ONE LOT MAKING 68.01% and the other 76.05%, WITH NO PENALTY DETRIMENTALS. THERE IS - NO REAL REASON WHY THIS KIND OF ORE CANNOT BE MINED PROFITABLY.

I sincerely regret that it has been necessary to place these facts before you, but I feel that I have a few people interested in this mining operation, who have spent their money in bringing it to the point where Government aid could be expected, only to have it rejected makes it difficult of explanation. Too we are trying to create work for a number of miners and muckers as well as other types of labor and from past experience the writer honestly believes this operation will support about thirty men when developed and in full working schedule of twenty four hours per day.

May I respectfully request that you have this property reinspected with a view of obtaining the facts and then passing upon its merits. The small amount recited in the Loan Application is no indication as to the size of the property, as we have out croppings for hundreds of feet that were never seen.

I wish to thank you for your further consideration and cooperation and trust it will culminate in final approval with some degree of agility, with which, may I remain,

Respectfully yours,

Signed: Thomas A. Hazelton

TAH/m cc HCM, ACJ, JFG. Thomas A. Hazelton

P.S. My associates and myself, would like to amend our application by increasing the amount applied for from the present amount, to some figure closer to $20,000. and then include the opening of the hill where the out croppings are prominent.

JUN 1954

Mr. Thomas A. Hazelton
P. O. Box 136
Lemoncove, California

Re: Docket No. DMEA 3254 - Tungsten
Silver Queen Tungsten Mine
Tulare County, California

Dear Mr. Hazelton:

Your application for aid for an exploration project and other data available to us in Washington relating to the above-named property have been reviewed.

Projects approved by the Defense Minerals Exploration Administration must, in its judgment, show definite promise of yielding materials of acceptable grade in quantities that will significantly improve the mineral supply position for the National Defense Program.

Careful study of all our information, although noting the occurrence of tungsten mineralization on your property, indicates to us that the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation. We regret to advise, under the circumstances, that your application for exploration assistance is denied.

We wish to thank you for your interest in the Defense Minerals Exploration Administration program and for bringing your property to our attention.

Sincerely yours,

C. O. Mittendorf

Administrator

cc: DOCKET
FT, REG. III
CODE 400
OPER. COMM.
ADM. READING FILE
R. W. GEEHAN, USBM
T. P. THAYER, USGS

JHopkins/ls
6/22/54

June 23, 1954

MEMORANDUM

To: Administrator, DMEA

From: Iron and Ferro-Alloys Division, DMEA

Subject: Denial of application for exploration assistance in the amount of $7,464.00
Docket No. DMEA 3254 - Tungsten
Thomas A. Hazelton
Silver Queen Tungsten Mine
Tulare County, California

The denial of the subject application by this Division is based on the following information:

1. The Silver Queen Tungsten prospect is on the west slope of the Sierra-Nevada Mountains. Granitic plutons of the Sierra-Nevada batholith prevail in the general area, but northwest-trending roof pendants are moderately abundant.

   The metamorphic rocks of the roof pendants consist mainly of diopside-rich silicated limestone, but include biotite schist and tactite.

2. Scheelite-bearing tactite of contact-metamorphic origin is the tungsten-bearing rock at the Silver Queen prospect. Scheelite commonly is sparsely disseminated in the tactite, but it also occurs as small local concentrations.

3. The mine workings consist of a 35-foot vertical shaft and about 35 feet of partially filled drift leading southeasterly from the shaft. A shallow bulldozer open cut has been excavated 500 feet southeast of the shaft.

4. The tactite body exposed in the drift underground contains regular disseminations of scheelite generally of too low grade to constitute ore. The best showings are represented by two samples that assayed 0.01 and 0.91 percent WO_3 respectively. The bulk of the tactite in the underground workings is estimated by ultra-violet lamp examination to average less than 0.1 percent WO_3.

5. The mine has no recorded production. Other than a few irregular podlike scheelite concentrations ½ to 2 feet in diameter, the property contains no ore reserves.

6. Scheelite is very meagerly distributed in the tactite exposed in the bulldozer cuts and cannot be considered as potential ore.

7. The entire tactite body exposed in the underground workings can be considered as a block of indicated protore containing 640 tons averaging an estimated 0.1 percent WO_3.

8. The mining engineer and the geologist of the DMEA Field Team conclude that the tungsten content of ores exposed in the mine are too low in grade and too small in extent to allow present day mining. Therefore, they recommend that the application for exploration assistance be denied.

9. The Commodity Divisions of the Geological Survey and the Bureau of Mines concur in the denial.

W. S. Martin, Chief
Iron and Ferro-Alloys Division

JHopkins/Is
6/23/54

cc: DOCKET
CODE 400
ADM. READ. FILE
OPER. COMMITTEE

402

IN REPLY REFER TO:

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

June 28, 1954

Memorandum

Re: IMBA-3254
Silver Queen Mine
Tulare County, Calif.
$7,464
Tungsten

To: Mr. W. S. Martin, IMBA

From: E. L. Newcomb, USGS

Subject: Concurrence with Field Team recommendation for denial

The applicant proposes to drift southeasterly about 100 feet to intersect possible ore in the bottom of the shaft and to drift northwesterly in tactite exposed in the existing dozer cuts.

The field team recommends the application be denied.

Scheelite mineralization occurs as podlike deposits 0.5-2.0 feet in diameter which may average about 0.9 percent WO_3. However, the small potential tonnage of ore in this type of deposit and the high costs of selectively mining these pods are factors against granting the property Government assistance.

I concur with the field team's conclusions and recommend the application be denied.

E. L. Newcomb
Geologist

Copy retained 4V

400

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

420 Custom House
555 Battery Street
San Francisco 11, Calif.

June 14, 1954

Memorandum

WSH

To: George S. Selfridge, Chairman, Operating Committee, DMEA
Interior Building, Washington 25, D. C.

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket No. DMEA-3254 - Tungsten
Thomas A. Hazelton
Silver Queen Tungsten Mine
Tulare County, California

Reference is to your letter dated March 24, 1954, requesting a field examination of the subject property.

The Silver Queen Tungsten Mine was examined on May 6 and 7, 1954, and there are attached four copies of the examiners' report entitled "DMEA-3254, Silver Queen Tungsten Mine, Tulare County, California," by E. M. MacKevett, Geologist, U. S. Geological Survey, and John D. Warne, Mining Engineer, U. S. Bureau of Mines, dated June 10, 1954.

According to the report, the property does not merit Government assistance for further exploration. The tenor of the entire tactite ore body exposed in the underground workings would average about 0.1 per cent WO_3. Any tactite encountered would probably be of similar grade to that now exposed as there are no geologic reasons to favor richer concentrations of scheelite. Therefore the tactite would probably be too lean to mine and the property is not amenable to successful exploration.

I concur with the conclusions that have been reached by the engineer and geologist.

Cleared
DC
6/25

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

Attachment

Copy to: Roscoe Smith, USGS
A. C. Johnson, Reno

UNITED STATES
DEPARTMENT OF THE INTERIOR
DOUGLAS McKAY, SECRETARY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM
REGION III

DMEA-3254, Silver Queen Tungsten Mine

Tulare County, California

E. M. MacKevett, Geologist
U. S. Geological Survey

John D. Warne, Mining Engineer
U. S. Bureau of Mines

June 10, 1954

REPORT OF EXAMINATION

Docket No.: DMEA-3254 (Tungsten)

Name and address of applicant: Thomas A. Hazelton
P. O. Box 136
Lemon Cove, Calif.

Name and location of property: Silver Queen Tungsten Mine
Sec. 34, T. 18 S., R. 29 E.,
Tulare County, Calif.

SUMMARY, CONCLUSIONS AND RECOMMENDATIONS

An examination of the Silver Queen Tungsten mine was made by a geologist of the Geological Survey and an engineer of the Bureau of Mines during May 6 and 7, 1954. This examination was conducted pursuant to an application for exploration assistance by Mr. Thomas A. Hazelton dated February 7, 1954. The applicant was present during the examination.

The mining property is located 20 miles by road southeast of Lemoncove, Tulare County, California in sec. 34, T. 18 S., R. 29 E., M.D.B.&M. (fig. 1).

The financial responsibility of the applicant is not known. His conduct of a previous DMEA project (contract Idm-E305) was unsatisfactory, and work done to date on the proposed project is not impressive.

This mine property is held under a lease agreement by the applicant. The main mine workings consist of a 35-foot shaft and 35 feet of drift. Some surface opencut exploration work was being performed

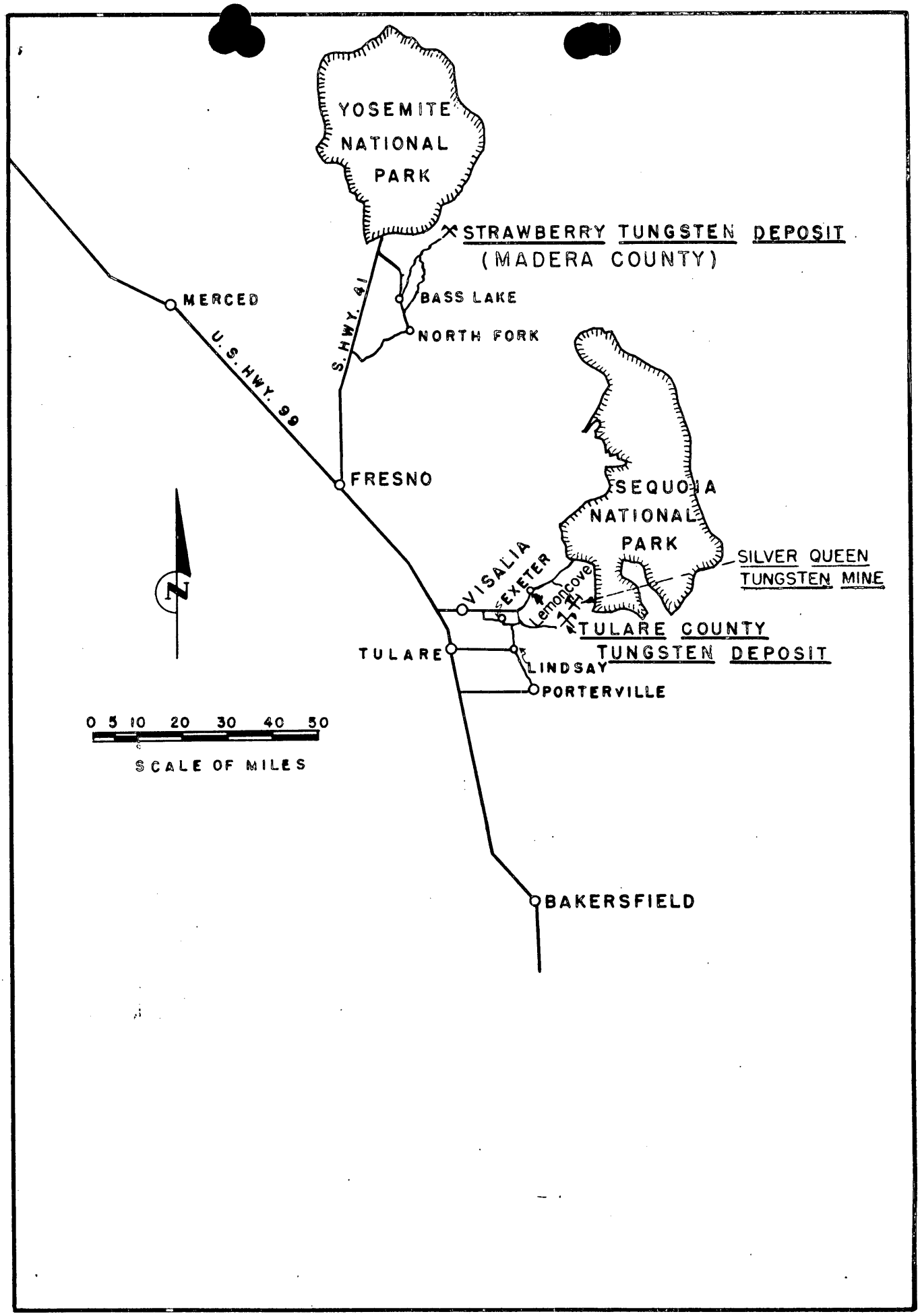


Figure 1. Location Map.

by bulldozing about 500 feet southeast of the shaft (figs. 2a and 2b).

Samples taken of the most favorable mineralized material from the drift contained only 0.17 percent WO_3 content; and a specimen of the highest grade ore in the shaft assayed 0.97 percent WO_3. No tungsten occurrence worthy of sampling was observed within the open-cut bulldozer trenches. The tungsten content of ores exposed in the mine are considered too low in grade and too small in extent to allow present day mining.

It is recommended that a DMEA loan be denied.

LOCATION AND ACCESSIBILITY

The Silver Queen Tungsten mine is located in sec. 34, T. 18 S., R. 29 E. in Tulare County, Calif. It is accessible by roads leading 7.2 miles northeastward from Lemoncove along California State Highway No. 198 to Three Rivers, thence along secondary county and Forest Service roads leading southeastward along Grouse Creek a distance of 12.8 miles. The last 7.0 miles of road are of unimproved mountain-type construction. The mine would be accessible by automobile throughout most of the year.

COMPETENCY OF APPLICANT

The financial responsibility of the applicant is not known. His previous record in operating the Mt. Lewis Tungsten claims (exploration project - contract Idm-E305) was unsatisfactory. The final report on this project states that: "Competency of the operator is very poor."

This project was terminated due to the operator's failure to prosecute operations pursuant to the terms of the contract.

Exploration work performed to date at the Silver Queen Tungsten mine was not impressive; insufficient excavation and clean-up had been done at both the underground and surface exploration sites to allow complete sampling and evaluation.

APPLICANT'S PROPERTY RIGHTS

The Silver Queen Tungsten mine property is held under lease agreement between Mr. Thomas A. Haselton (the applicant) and Mrs. Lillie Henrietta Daly and Patrick Daly (co-owners), P. O. Box 231, Exeter, Calif., and % Standard Oil Co., San Jauquin, Calif.

The property is described as certain land located in the SE 1/4 of S 1/2 of NE 1/4, and the S 1/2 of N 1/2 of the NE 1/4 of sec. 34, T. 18 S., R. 29 E., M.D.B.&M., Tulare County, Calif.

DESCRIPTION OF PROPERTY

Surface facilities at the mine consist of a modern house trailer for living and office quarters.

Mining equipment consists of a small compressor, pneumatic tools and accesseries for surface drilling, and a bulldozer used on a contractual basis. No underground equipment is used.

The main mine workings consist of a 35-foot vertical shaft, which is in very poor condition and about 35 feet of partially filled drift leading southeasterly from the shaft (fig. 2b). These workings are now access-

ible, but they are unsuitable for use. A shallow bulldozer open cut has been recently excavated about 500 feet southeast of the shaft (fig. 2a).

SAMPLING

Three samples taken and analyzed by the Bureau of Mines Hydrometallurgical and Ore Dressing Branch, Reno, Nevada, are as follows:

Sample No.	%, WO_3	Description
1	0.17	Specimen of mineralized material from bottom of drift, 12 feet from center of shaft.
2	1.51	Specimen of highest grade scheelite mineralized tactite from shaft dump.
3	0.97	Specimen sample of highest grade type of mineralized material from shaft 10 to 12 feet below surface.

GEOLOGY

The Silver Queen Tungsten prospect is on the west slope of the Sierra Nevada in an area of undulating topography at altitudes near 3800 feet. A 1- to 8-foot thick regolithic overburden, mapped as cover in figure 2A, obscures much of the bedrock geology in the mine area. Granitic plutons of the Sierra Nevada batholith prevail in the general area, but northwest-trending roof pendants are moderately abundant. Similar granitic rocks were mapped by Durrell [1/] as quartz-bearing plutonic rocks, which he described as consisting mainly of quartz diorite with

1/ Durrell, Cordell, 1940, Metamorphism in the Southern Sierra Nevada northeast of Visalia, California: Univ. Calif. Dept. of Geological Sciences, vol. 25, No. 1, pp. 1-118.

lesser amounts of granodiorite, quartz monzonite, and granite (Durrell, 1940, p. 7). Minor aplitic bodies are associated with some of the intrusive rocks. The metamorphic rocks of the roof pendants consist mainly of diopside-rich silicated limestone, but include biotite schist, and tactite. The tactite is a brown-weathering garnet- epidote- and pyroxene-rich rock with local scattered scheelite disseminations.

Evidence indicating that the metamorphic rocks are actually in roof pendants rather than screens or septa is given by Durrell (1940, p. 27), who cites nearby localities where basal contacts of pendants are exposed. Minor strike faults are numerous in the pendants.

ORE DEPOSITS

Scheelite-bearing tactite of contact-metamorphic origin is the tungsten-bearing rock at the Silver Queen prospect. Scheelite commonly is sparsely disseminated in the tactite, but it also occurs as small local concentrations. Much of the scheelite is near pin point size.

According to the applicant the best ore was exposed along the bottom of the drift shown in figure 2B. Exposures along the drift sill are largely obscured by debris and those that were observable revealed only scattered shheelite when examined with an ultra-violet lamp. The tactite body shown on the map of the underground workings contains irregular disseminations of scheelite generally of too low grade to constitute ore. The best showings are represented by samples S-1 and S-2,

which assayed [2/] 0.01 and 0.91 percent WO_3 respectively. The bulk of the tactite exposed in the underground workings is estimated by ultra-violet lamp examination to average less than 0.1 percent WO_3. An accurate concept of the dimensions of the tactite exposed in the underground workings is precluded by faults and the dearth of surface exposures.

Scheelite is very meagerly distributed in the tactite exposed in the bulldozer cuts (fig. 2A) and cannot be considered as potential ore. Widely scattered scheelite crystals are in some of the other metamorphic rocks shown in Figure 2A.

The mine has no recorded production. Some of the tactite fragments on the dump probably contain as much as 0.75 percent WO_3, but the aggregate has been diluted with waste, and hand sorting would be necessary to recover the 150 or 100 pounds of ore available.

ORE RESERVES

Other than a few irregular podlike scheelite-rich concentrations 1/2 to 2 feet in diameter in tactite exposed in the underground workings, the property contains no ore reserves. The cost of selectively mining the podlike masses, which are estimated to average about 0.9 percent WO_3 would be prohibitive, and the available quantity of ore probably only a few hundred pounds.

2/ Samples assayed by the Hydrometallurgical and Ore-Dressing Branch of the U. S. Bureau of Mines, Reno, Nevada.

The entire tactite body exposed in the underground workings can be considered as a block of indicated protore approximately 40 feet long, 40 feet deep, and 4 feet thick; or about 640 tons of indicated protore averaging an estimated 0.1 percent WO_3. A protore block of similar size and grade is inferred by assuming that the tactite extends 40 feet deeper.

No other reserves are exposed on the property.

PROPOSED EXPLORATION

The applicant proposes to drift S. 14° E. from a point 160 feet northwest of the shaft (fig. 2B) to intersect ore that he believes lies in the bottom of the drift, and also to drift northwesterly an unspecified distance on tactite exposed in the bulldozer cuts.

Any tactite encountered would probably be of similar grade to that now exposed as there are no geologic reasons to favor richer concentrations of scheelite. Consequently, the tactite would probably be too lean to mine and the property not amenable to successful exploration.

A recapitulation of the applicant's proposed work and costs are as follows:

	Estimated cost
1. (a) Bulldozer work near portal of proposed adit (fig. 2a), 24 hrs. @ $12.50/hr.	$300.00
(b) Proposed adit (fig. 2a), total 100 feet	
Labor and supervision	$4,129.00
Supplies, etc.	864.00
Rental of equipment	1,342.00
Equipment purchased	429.00
	$6,764.00

7064

	Balance brought forward	$6,764.00
2. (a)	Proposed open cut bulldozer exploration work, 500 feet southeast of shaft (fig. 2a) 32 hrs. @ $12.50/hr.	400.00
	Total estimated cost	$7,464.00*

*The applicant gives an incorrect total estimate of $7,527.00 - these estimates are poorly prepared.

PAST OPERATION

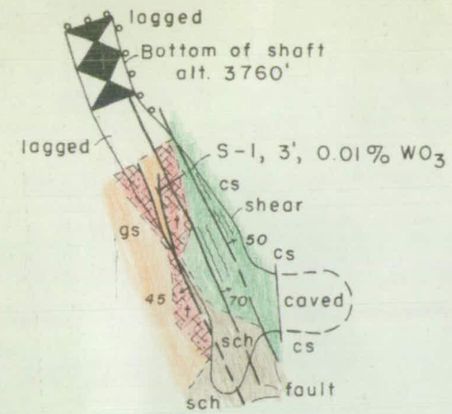
The applicant furnished copies of analytical reports and purchase orders covering two lots of scheelite concentrates which are claimed to have been produced from this property. The quantities and grades of concentrates were as follows:

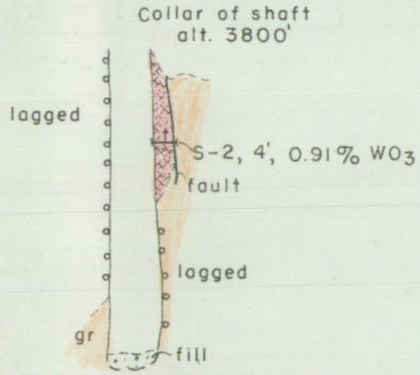
Date of analysis	Units	Grade %, WO_3
3/20/46	18.746	76.05
5/28/47	8.229	68.01

The grade of ore from which these concentrates were derived and the name and address of the operator who performed the mining were not given.

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

DMEA 3254
(TUNGSTEN)





E-W SECTION THROUGH SHAFT

EXPLANATION

gr — Granitic rocks

cs — Diopside-rich silicated limestone

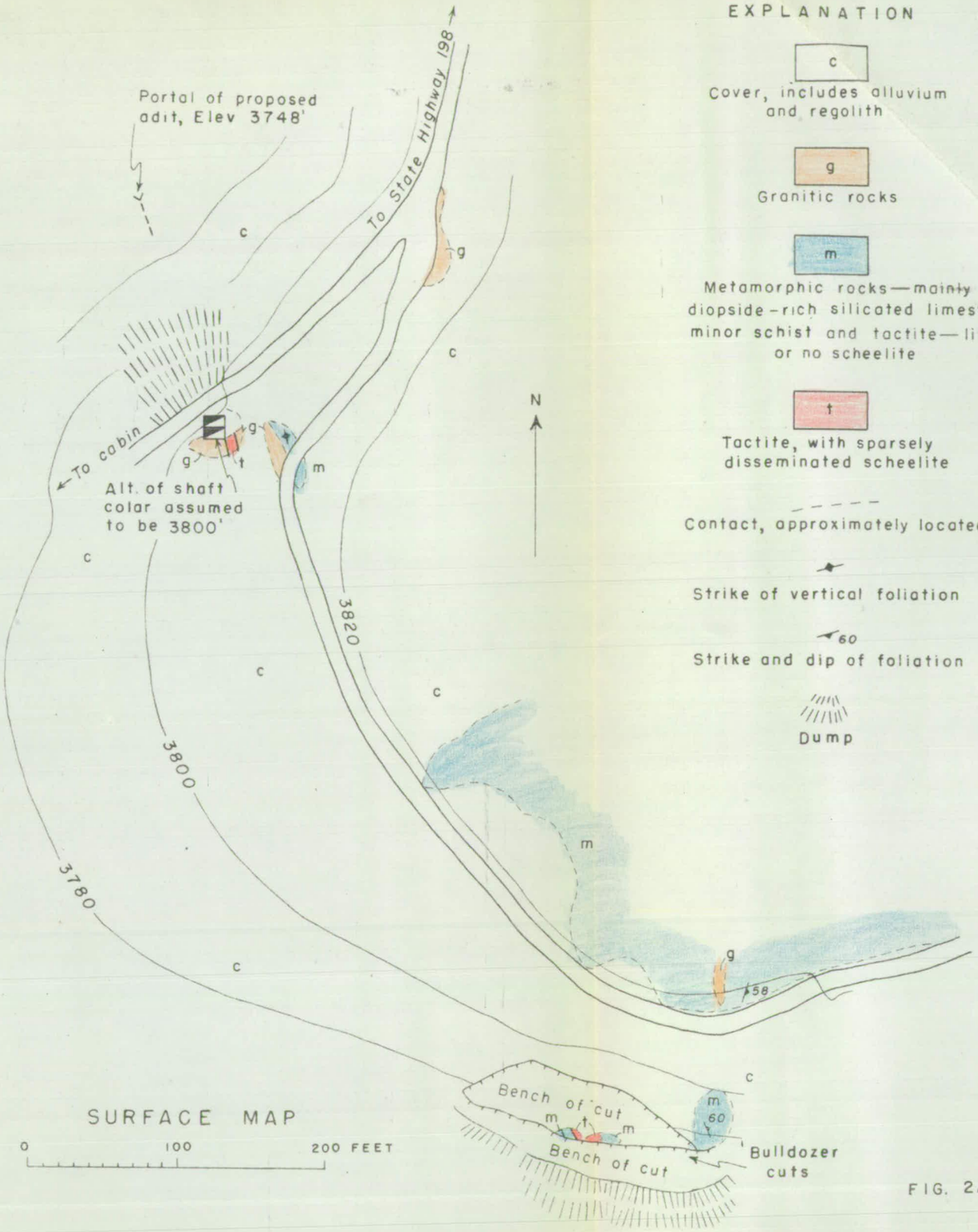
sch — Biotite schist

t — Tactite with minor amounts of scheelite

UNDERGROUND WORKINGS

0 20 40 FEET

FIG. 2B



SURFACE MAP

0 100 200 FEET

EXPLANATION

c — Cover, includes alluvium and regolith

g — Granitic rocks

m — Metamorphic rocks—mainly diopside-rich silicated limestone, minor schist and tactite—little or no scheelite

t — Tactite, with sparsely disseminated scheelite

Contact, approximately located

Strike of vertical foliation

60 Strike and dip of foliation

Dump

FIG. 2A

Brunton and tape map by E.M. MacKevett, May 1954

MAP OF SILVER QUEEN TUNGSTEN MINE, TULARE COUNTY, CALIFORNIA

MAR 4 1954

Mr. H. C. Miller, Executive Officer
DMEA Field Team, Region III
Room 1012, Flood Building
870 Market Street
San Francisco 2, California

Re: Docket No. DMEA 3254 - Tungsten
Thomas A. Hazelton
Silver Queen Tungsten mine
Tulare County, California

Dear Mr. Miller:

Reference is made to the above-docketed application for exploration assistance.

In view of your implied commitment of a field examination to the applicant by letter of February 9, 1954, a field examination of the property should be made upon receipt of the requested Owner's Consent to Lien.

A related memorandum of March 19, 1954, by P. W. Guild, Geological Survey, is enclosed for your information.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Enclosure

APPROVED:

J. H. Hedges

Member, Bureau of Mines

Philip W. Guild

Member, Geological Survey

cc: DOCKET
FT, REG. III
CODE 400
OPER. COMM.
ADM. READ. FILE
R. W. GEEHAN, USBM
T. P. THAYER, USGS

FARutledge/ls
3/22/54

MAR 2 3 1954

Mr. Thomas A. Hazelton
P. O. Box 136
Lemoncove, California

Re: Docket No. DMEA 3254 - Tungsten
Silver Queen Tungsten Mine
Tulare County, California

Dear Mr. Hazelton:

After review by the Iron and Ferro-Alloys Division, the above-docketed application for exploration assistance has been referred to Mr. H. C. Miller, Executive Officer, DMEA Field Team, Region III, 1012 Flood Building, 870 Market Street, San Francisco 2, California, for a field examination of the property, subject to receipt by the Field Team of the requested Owner's Consent to Lien.

Any assistance that you can render the members of the Field Team will be appreciated.

Sincerely yours,

G. O. Mittendorf

Administrator

cc: DOCKET
FIELD TEAM, REG. III
CODE 400
ADM. READ. FILE
R. W. GEEHAN, USBM
T. P. THAYER, USGS

FARutledge/ls
3/22/54

400

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 23 1954

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

March 19, 1954

Memorandum

To: Defense Minerals Exploration Administration,
Interior Building, Washington, D. C.

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA-3254 - Tungsten
Thomas A. Hazelton, P. O. Box 136, Lemoncove, Calif.
Silver Queen Tungsten Mine
Tulare County, California

With reference to our communications of February 9 and 12, 1954, the enclosed six copies of executed Owner's Consent to Lien Forms have just been submitted to us by Mr. Hazelton. We believe you now have all of the forms required to complete the subject application.

H. C. MILLER

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

Attachment

Copy to: Roscoe M. Smith, USGS
A. C. Johnson, Reno

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 16 1954

3254

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

February 12, 1954

Memorandum

To: Defense Minerals Exploration Administration, Interior Building, Washington 25, D. C.

From: Executive Officer, DMEA Field Team, Region III

Subject: Application for Exploration Loan - Tungsten
Silver Queen Tungsten Mine, Tulare County, California
Thomas A. Hazelton, P. O. Box 136
Lemoncove, California

Reference is to my memorandum dated February 9, 1954, with which I transmitted three copies of the subject application. In reply to my letter of February 9 to Mr. Hazelton, today's mail brought four copies of his lease and four copies of the second page of the "Tungsten Sales and Assay" report by Twining Laboratories. The first page of that report is included in the application. Three copies of each of these documents are enclosed.

Mr. Hazelton has not yet sent in the Owner's Consent to Lien forms but writes that my request for them is receiving his attention.

The property is accessible for examination.

H. C. MILLER

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

Attachments

Copy to: Roscoe Smith, USGS
A. C. Johnson, Reno

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

RECEIVED
15 1954

3254

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

February 9, 1954

Memorandum

To: Defense Minerals Exploration Administration,
Interior Building, Washington 25, D. C.

From: Executive Officer, DMEA Field Team, Region III

Subject: Application for Exploration Loan - Tungsten
Silver Queen Tungsten Mine, Tulare County, California
Thomas A. Hazelton, P. O. Box 136
Lemoncove, California

Enclosed are three copies of an application for a DMEA loan received in this office on February 8, 1954. The fourth copy of the application is being retained in our files.

In his transmittal letter, Mr. Hazelton advises that a copy of the lease and some additional assays will be sent to this office shortly. These will be sent to you upon receipt.

No Owner's Consent to Lien forms were submitted with the application and these will have to be obtained later. Mr. Hazelton is being notified as to the need for six copies of Form MF-203.

H. C. MILLER

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

Attachment

Copy to: Roscoe Smith, USGS

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

402

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

February 9, 1954

Mr. Thomas A. Hazelton
P. O. Box 136
Lemoncove, California

DMEA 3254

Dear Mr. Hazelton:

Your application dated February 7, 1954, for an exploration loan of $7527.00 on your tungsten property in Tulare County is acknowledged. The application is being sent today to Washington for processing.

The copy of the lease and additional assay information will be sent to Washington upon receipt by this office.

As you are the lessee of the property, Owner's Consent to Lien forms will have to be submitted. For this purpose, seven copies of Form LF-203 are enclosed. We will need six executed copies - the seventh is for your files.

We will undoubtedly be requested by the Washington office to make a field examination of your property, and it will be appreciated if you will let us know if the property is accessible at this time of year.

Sincerely yours,

H. G. Miller

Copy retained 400

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

Enclosure

Copy to: DMEA, Washington, D. C.
Roscoe Smith, USGS

400

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

Defense Minerals Administration
RECEIVED
MAR 19 1954

March 19, 1954

Memorandum

To: W. S. Martin, DMEA

From: P. W. Guild, USGS

Subject: Docket DMEA 3254 - Tungsten
Silver Queen Tungsten Mine
Tulare County, California

Applicant: Thomas A. Hazelton
P.O. Box 136, Lemoncove, Calif.

Comments: The Geological Survey has no information on this specific property, but various nearby tungsten deposits are described in unpublished reports by Konrad B. Krauskopf and Robert Stopper of the Survey resulting from investigations made during World War II. In "Tungsten deposits northeast of Visalia", by William O. Jenkins, Calif. Jour. Mines Geol., vol. 39, Calif. State Min. Rpt. 39, pp. 169-182, 1943, the author states that "most of the discoveries have been made within the past two or three years...it is to be expected that more discoveries will be made." All deposits are scheelite in contact zones of granitic intrusives. Most deposits known in 1943 were relatively small and low-grade, but some very high-grade lump scheelite had also been found. The area is geologically favorable.

Recommendation:- Refer the application to the Field Team for examination.

3 cc: WSMartin

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Form Approved.
Budget Bureau No. 42-R1035.2.

DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
RECEIVED
15 1951

APPLICATION FOR AID IN AN EXPLORATION PROJECT, PURSUANT TO DMEA ORDER 1, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

Not to be filled in by applicant

Docket No. ~~3255~~ 3254
Metal or Mineral Tungsten
Date Received
Estimated Cost $7,527
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Diamond A. Excelsior - P.O. Box [illegible], Monrovia, Calif.

(*b*) If other than an individual, add to your name above whether a corporation, partnership, etc., and the name of the State in which incorporated or otherwise organized.

(*c*) If a corporation, add to above statement, titles, names and addresses of officers.

(*d*) If a partnership, add to the above statement the names and addresses of all partners.

2. *General.*—Read DMEA Order 1, "Government Aid in Defense Exploration Projects," before completing this application. Submit this application and all accompanying papers in quadruplicate (four copies), with your name and address on each sheet of the application and on all accompanying papers. Where sufficient space is not provided on the form for all required information, state it on an accompanying paper, with a reference in each case to the instruction to which it refers by number. Comply with all applicable instructions; or, if not applicable, so state. File the application with Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest field executive officer thereof.

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract. The East half of Section 34, approx. the East 40 acres of said East half, Sp. 16-S; R 32-E M.D.B.&M., Inyo County, California.

(*b*) State any mine name by which the property is known. Silver Queen Tungsten Mine.

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise Lessee.

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property. Copy of lease will follow in four days.

(*e*) If you own the land, describe any liens or encumbrances on it

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice.

4. *Physical description.*—(*a*) Describe in detail any mining or exploration operations which have been or now are being conducted upon the land, including existing mine workings and production facilities. State your interest, if any, in such operations. Also describe accessibility of mine workings for examination purposes. See attached.

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades.

(*c*) Describe the geologic features of the property, including mineralization, type of deposit (vein, bedded, etc.), and your reasons for wishing to explore. Illustrate with maps or sketches. Send with your application (but not necessarily as a part of it) any geologic or engineering report, assay maps, or other technologic information you may have, indicating on each whether you require its return to you. See attached.

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points.

(*e*) State the availability of manpower, materials, supplies, equipment, water, and power.

16—66551-1

See attached sheet.

5. *The exploration project.*—(a) State the mineral or minerals for which you plan to explore Tungsten, Molybdenum.

(*b*) Describe fully the proposed work, including a map or sketch of the property showing a plan (and cross sections if needed) of any present mine workings, and the location of the proposed exploration work as related to such features as contacts, veins, ore-bearing beds, etc. Maps attached.

(*c*) The work will start within 10 days and be completed within Four months from the date of an exploration project contract.

(*d*) State the operating experience and background of the applicant with relation to the ability to carry out such exploration project, and also that of the person or persons who will supervise the operations. Letter attached.

6. *Estimate of costs.*—Furnish a detailed estimate of the costs of the proposed work (you will have to use a separate sheet), under the following headings. Add the totals under all headings to give the estimated total cost of the project:

(*a*) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, write "none" after this item. To the extent that the work is to be contracted, do not repeat the cost of the contract-work in subsequent items.) State the cost of any proposed independent contracts for the performance of all or any part of the work, expressed in terms of units of work (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved, etc.).

(*b*) *Labor, supervision, consultants.*—Include an itemized schedule of numbers, classes and rates of wages, salaries or fees for necessary labor, supervision and engineering and geological consultants.

(*c*) *Operating materials and supplies.*—Furnish an itemized list, including items of equipment costing less than $50 each, and power, water and fuel.

(*d*) *Operating equipment.*—Furnish an itemized list of any operating equipment to be rented, purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or suggested use-allowance based on present value, as the case may be.

(*e*) *Rehabilitation and repairs.*—Furnish a detailed list showing the cost of any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and which will be devoted to the exploration project.

(*f*) *New buildings, improvements, installations.*—Furnish a detailed list showing the cost of any necessary buildings, fixed improvements, or installations to be purchased, installed or constructed for the benefit of the exploration project.

(*g*) *Miscellaneous.*—Furnish a detailed list showing the cost of repairs to and maintenance of operating equipment (not including initial rehabilitation or repairs of the Operator's equipment), analytical work, accounting, workmen's compensation and employers' liability insurance, and payroll taxes.

(*h*) *Contingencies.*—Give an estimate of any necessary allowances for contingencies not included in the costs stated above.

NOTE.—No items of general overhead, corporate management, interest, taxes (other than payroll and sales taxes), or any other indirect costs, or work performed or costs incurred before the date of the contract, should be included in the estimate of costs.

7. (*a*) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7, DMEA No. 1)? Yes.

(*b*) How do you propose to furnish your share of the costs? Mostly in cash, some equipment.

☐ Money ☐ Use of equipment owned by you ☐ Other Yes.

Explain in detail on acompanying paper.

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief.

Dated February 7th, 1956, 195

[illegible]

(Applicant)

By

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—66551-1

Application of- Thomas A. Hamilton.

4. PHYSICAL DESCRIPTION:-(a).

The workings comprise one shaft down 40 feet and bottoming in and on a rich vein of tungsten 30 inches wide and estimated to contain values of 1-1½ WO^3. The vein may be wider as it parallels a side wall but has not been explored in width.

There is also an open cut approximately 600 feet distant from the shaft, which is explained further in the Engineer's report which is attached hereto.

Ore removed from the shaft from the surface down 18 feet was mined and milled and produced 27 units of WO^3 and a copy of the assay reports is enclosed herewith.

The shaft is well timbered the full length, however, our last rains allowed some silt and sand to wash down the sides so that the bottom cannot be inspected at this time.

(b) This is covered in the report. There is no current production or actual ore reserves.

(c) Engineer's report enclosed covers this question.

(d) A main paved highway No. 198, is within 12 miles of the actual property five of which is County paved Highway, the remaining 7 miles is good dirt road. The shaft is within 150 feet of this latter road and the open cut 600 feet east thereof is within 200 feet of road.

The town of Woodlake 26 miles from the operations offers excellent supplies, hardware, timber, powder, caps, fuse, and fuel. With railroad facilities within 20 miles and truck service the same.

(e) There are more miners, muckers, mill men and general laborers than we can use. Equipment can be readily obtained from Fresno by truck. Water is available on the property from several springs and a creek. Power must be generated as there are no electric power lines in as yet.

5. (b) The proposed work is to start at the shaft dropping down the west bank fifty feet and cutting the dirt away by dozer to as close to the road which runs along side of the shaft as possible, then drift in and under the present exposed vein slightly to the north of the bottom of the shaft, in an effort to determine it's width. The drift running probably 100 feet. At the open cut it is intended to cut away the east bank and run under to the northeast the country road which is above and 200 feet distant for a distance of approximately 60 feet.

(c) Work will be started within ten (10) days and completed within four months from the date of an exploration project contract , however, at this time of year we may have some slight delays due to heavy rains,.

(d) The applicant has been a business executive for the last 43 years and has handled several tungsten properties for the last 13 years, some of which are The United tungsten at California Hot Springs, The Root Property on the South Fork of the Kaweah River, The famous Consolidated Tungsten situated in Drum Valley and the Arrow Head Mines in the Yokohl Valley.

5. (d) continued.

The supervision will be under the guidance of a very good mining man who has had as many as 272 men working at one time and may go back there to work any time he desires to. We shall also have ocasional inspections by Mr. Frank R, Wicks, the Consulting Engineer.

6. These are all answered on attached sheets to the best of my ability and are as you know, in the main estimates, there will be some adjustments at times.

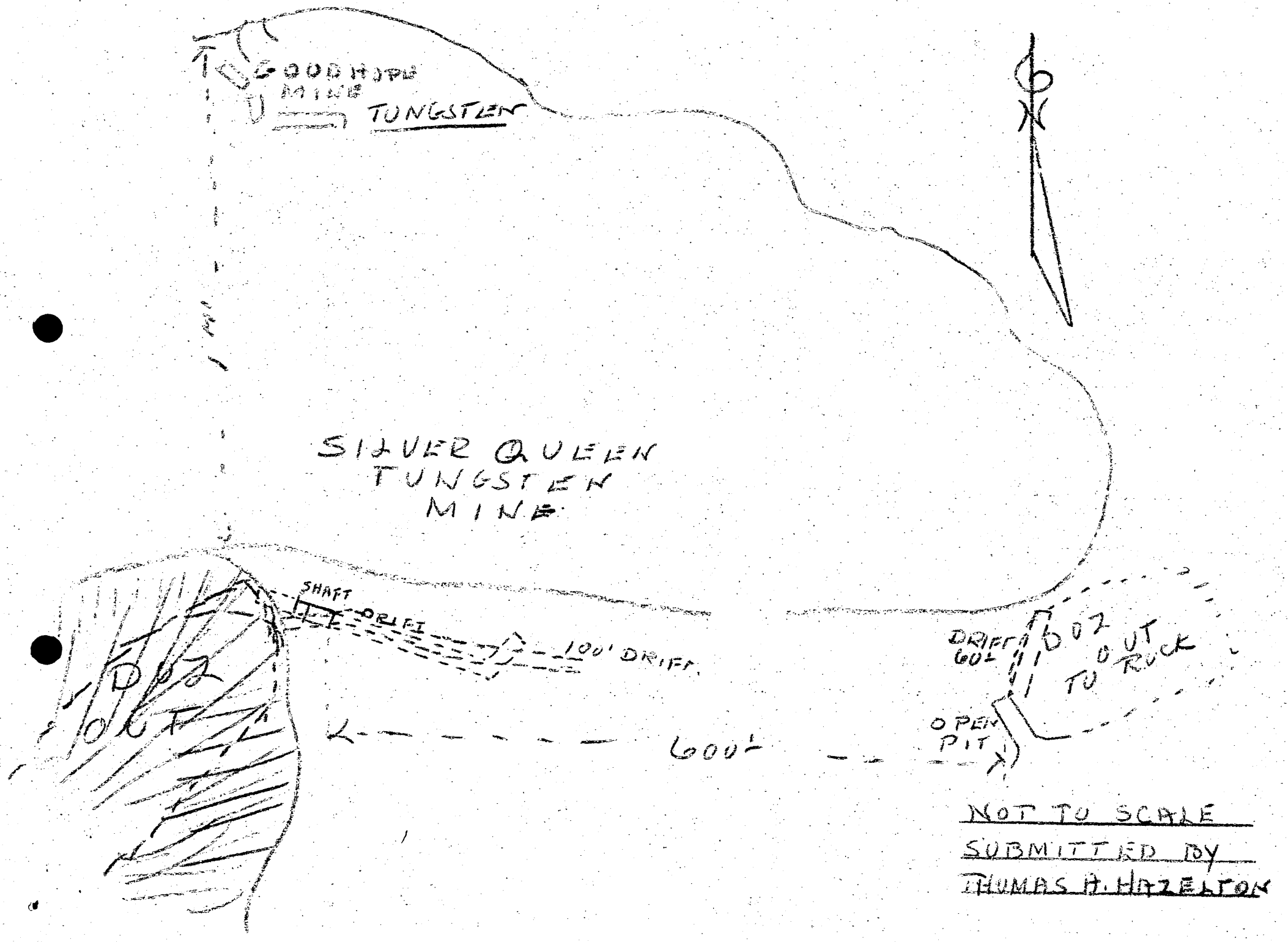
6. ESTIMATED COSTS.

Shaft:

(a) ITEM	CONTRACT	LABOR	DUP. SUPPLIES	RENT	EQUIP. & TOOLS
Dozer, 24 hrs. @ 12.50 @ 300, including hauling in and out.					
(b) 1 miner 8 hrs 6 das wk					
7 wks @ 91.00		$637.00			
2 muckers @ 78.00 ea.		1092.00			
Supervision (part time)					
7 wks @ 75.00 wk.		525.00			
Engineer & Geologist 2 inspec.		150.00			
(c) Operat mat. & Supplies					
Powdr caps & fuse 20 rounds		63.00			
100 holes equal 100 eloc. caps		36.00			
Blasting and machine cap detonator					23.00
Drill Steel 2 each 2' 4' 6'		150.00			
10 carbet bits @ 14.50		145.00			
Carbide 1 can		8.00			
Air Compressor 140 per mo. 4 mo.				560.00	
Drifter & stif leg @ 60.00				240.00	
Air & Wat hose 15' each "				30.00	
Compressor fuel & oil			400.00		
Air Receiver 4 mo @ 8.00				32.00	
Ore cars					Rail ties 64.00
Track & t ies 4"x4"x4,6"					25.00
Timber & lagging					300.00
400 ft. 1½" black water pipe					80.00
Pick up truck use to take men to and from work also to pick u p supplies @4. per day & gas for 4 mo.				400.00	
Open cut.					
1 min. 91.00		455.00			
2 muckers		700.00			
Dozer work 4 days	400.00				
Powdr & caps 12 rounds			40.00		
9 h oles each.					
100 holes caps			22.00		
INSURANCE					
COMPENSATION		300.00			
SEAMEN		110.00			
F.I.C.A.		55.00			
F/L & F/D		25.00			
	700.00		864.00	1342.00	492.00
		4,129.00			

INCAPSULATION:

CONTRACT	700.00
LABOR & SUPV.	4129.00
SUPPLIES ETC.	864.00
RENT	1342.00
EQUIP. PURCHASED	492.00
GROSS TOTAL	$7527.00



NOT TO SCALE

SUBMITTED BY

THOMAS H. HAZELTON

COPY

FRANK S. WEBB, CONSULTING MINING AND
METALLURGICAL ENGINEER,
6616 Holmes Avenue, Los Angeles 1, Calif.

February 2, 1954.

Mr. Hal Clark,
909 East Acacia St.,
Glendale, Calif.

Dear Mr. Clark:

This letter refers to my preliminary examination of the Daly Hampton Properties on January 29, 1954, with you and with Mr. Don Hazelton, of Lemon Cove, California.

The property is situated about 22 miles east of Lemon Cove, Tulare County, Calif., at an elevation of about 4200 feet above sea level, 15 miles from Lemon Cove by pavement and thence seven miles upgrade, dirty mountain road to the properties.

The legal description given me is the East one-half of Section 34, except the North 40 acres of said East One-half, 18-S, 29-E, M.D.M.

I have not examined the terms of the lease except to determine that it covers a ten-year period beginning June 17, 1953, and reads from the Daly owners to Don Hazelton.

The geological structure is typical and favorable for scheelite mineralization. Granite, limestone and tactite contacts, with both light colored and quite dark colored scheelite ore in tactite and as siliceous replacements in limestone beddings. The development consists of a shaft about 40 feet deep, not now accessible, but showing good ore on the walls and on the dump as sorted ore and as mixture in waste dump. Also, an open pit some 600 feet from the shaft showing scheelite ore in place at and near the surface.

I believe there are two parallel veins, about 100 feet apart. One may be 3 to 4 feet wide, on which the shaft is placed, following down a granite wall vertically, as near as can be determined. I believe the open cut above referred to is on a much wider vein, lower grade ore but a stronger outcrop; the direction and dip of this vein, which is northwest in strike and north east 45 degrees in dip, is approximately the same as the vein being explored and vertical on the adjoining property; the mine and mill of that property is about 1200 feet from the open cut test pit on the Daly property, but no certain outcrops can be seen between because of surface detrital.

My sample of the ore from the shaft on the No. 1 vein assayed 1.4% WO3, hand-cobbed but readily sorted under Ultra Lights. The other opening was not sampled, but appears to be something like 0.5% as exposed.

COPY

FRANK B. UZZEL.

Mr. Hal Clark,
February 2, 1951.

There is no equipment on the Daly ground now, and no shipping activity at the time of my examination.

Based upon the preliminary examination and the information now at hand, I am not in accordance with a arrangement by which further development can be accomplished either with or without immediate production of ore. It would be best to carve off the surface of the hillside below the collar of the shaft, at such a point as to uncover the course of the vein which appears in the shaft, and if possible, then follow this vein horizontally into the hill, under the road and under the shaft, working what ore is encountered during the driving. Figure on at least 100 feet of driving in order to get well away from surface disturbances.

At the open cut, certain indications lead me to think that the ore showing in the face of the cut is not definitely in place, but is drift from higher up, and that the vein should be found in place a little east to the northeast of the present workings. I suggest you clean off and at there by enlarging the open-cut; then drive adit level crosscut at least 60 feet, a min going under the road at that point if necessary; again working that ore is encountered, whether it be found in place or loose drift. If you find a sizable vein, try to follow, preferably northeasterly along a vein if this can be done.

When these things are accomplished, it would be well for me to make another visit to the property, or if you can arrange, it would be best to have a government engineer look at the present in order to get financing for a large scale development. The firm might approve a loan for preliminary development on application at this time. Let them check it if you wish, and you may exhibit this letter in doing so.

Very truly yours,

Signed: David E. Wells.
Consulting Mining Engineer.
Registered engineer 12970, Idaho.

C O P I E S O F [illegible] O R D E R

Daly Property

Lot Number D74011 Clifford L. Koh
606 So. Hill St., Los Angeles 14, Calif.

Date March 20, 1946.

Terms Cash (advance)
F.O.B. Fresno.

Messrs Gordon & Jenkin,

493.0 pounds	[illegible] 76.0[illegible] WO_3	18.7463 units @	$20.00	374.93
Paid Twining Lab.,	(39.19) To	$ 3.91		39.10
Bal by check attached.				335.83

[illegible]

[illegible]

P.O. Box 172 2527 Fresno St., Fresno, Calif. Ph. 3-6010
Dec. 1, 1945.

[illegible] D74011 [illegible] of [illegible] - 2 cans sampled on Nov 26, 1945.

Moisture [illegible] Nil.

Weight [illegible] - [illegible] 504 lbs.

[illegible] [illegible] 11.[illegible].

[illegible] [illegible].

[illegible] 493.0 lbs.

Units of (WO_3) 18.7463

Analysis on moisture free basis -

Tungsten trioxide (WO_3) - 76.[illegible]

Phosphorus (P) 0.0[illegible]

Molybdenum (MO) 0.30[illegible]

Sulphur (S) [illegible]

[illegible]

Signed by Fred A. Twining.

Pg. 2.   COPIES OF REPORTS & PURCHASE ORDER

Daly Property

dmea 3254

Lot 4455.   THE TWINING LABORATORIES.
2527 Fresno Street,   Fresno, Calif.

May 28, 1947.

Examination.   Lot # 455 of Scheelite concentrate (Leon).
20441   Sampled by [illegible] of Twining Laboratories,
on May 24, 1947.

Moisture - .11.

Weight Gross - 248 lbs.

Tare - 6 lbs.

Moisture - .11.

Net dry weight - - - - - - - - - - - - - - - - - - - 242 lbs.

Units of (WO_3) - - - - - - - - - - - - - - - - - - 8.229

<u>Analysis on moisture free basis:</u>

Tungsten trioxide (WO_3) - - - - - - - - - - - - - - 68.01%

Phosphorus (P) - - - - - - - - - - - - - - - - - - - 0.057 %

Molybdenum (Mo) - - - - - - - - - - - - - - - - - - - 0.33%

Sulphur (S) - 0.05%

THE TWINING LABORATORIES.

signed by   Fred B. Twining.

A G R E E M E N T

THIS AGREEMENT, made and entered into, in duplicate, this 17th, day of June, 1953, by and between MRS. ANNIE BERNICE BANK, (widow), of Exeter, California, and PATRICK BANK, of SAN JOAQUIN, CALIFORNIA, the Parties of the First Part, and EMMAS A. ENGEMANN, OF LEMOORE, CALIFORNIA, the Party of the Second Part,

W I T N E S S E T H:

WHEREAS, the said Parties of the First Part are in possession, entitled to possession and are the owners of that certain land located in the South East Quarter (SE¼) and the South Half (S½) of the North East Quarter (NE¼) and the South Half (S½) of the North Half (N½) of the North East Quarter (NE¼), of Section 34, T.P., 18 S., Range 29 East, M. D. B. & M., Tulare County, California, the boundaries of which have hetotofore been pointed out to the Second Party, and

WHEREAS, the Parties hereto believesaid lands contain valuable mineral deposits of tungsten, and the Party of the Second Part is desirous of acquiring the mining lease on said lands and said Parties of the First Part are willing to grant the same to the Party of the Second Part,

Now, Therefore, for and in consideration of the premises, and in consideration of the mutual covenants and agreements hereinafter set forth, and in consideration of the sum of One Dollar ($1.) paid to the Parties of the First Part by the Party of the Second Part, the receipt of which is hereby acknowledged, said parties do hereby agree as follows:

1. The Parties of the First Part hereby lease, let and demise unto the Party of the Second Part such portions of Section 34, T.P. 18 South, Range 29 East, M. D. B. & M., as are owned by the Parties of the First Part, for the full term of not to exceed Ten (10) years from and after the 17th, day of June, 1953, with option for renewal as hereinafter provided for the rents and royalties hereinafter set forth. The Parties of the First Part reserve the use of the cabin for themselves, also that portion fenced for same.

In the eventthe mining operations interfere with the present road leading to the cabin, a new road will be cut by the Party of the Second Part and at his sole expense.

2. The Party of the Second Part shall have reasonable ingress to and egress from the demised premises over other lands owned by the Parties of the First Part, reserving to the Parties of the First Part the right to designate the location of any roads. The Party of agrees that where any such roads pass through fence lines now existing or hereafter constructed, the Party of the Second Pat will install and maintain at his own expense, adequate cattle guards or gates in a manner to be determined by the Parties of the FirstPart.

3. The Parties of the First Part expressly reserve all surfacing and grazing rights to the extent that the enjoyment of the same does not interfere with the mining operations of the Party of the Second Part. In this connection, it is expressly understood that this contract confers rights upon the Party of the Second Part solely for the specifically designated mining purpose.

4. The Party of the Second Part is hereby allowed a period of 90 days inwhich to explore the demised lands and to determine whether he wishes to proceed with mining operations. During said period the Party of the Second Part will take such steps as may be necessary to determine whether extended mining operations are justified. Prior to the expiration of such period, the Party of the Second Part will notify the Parties of the First Part of his decision regarding further mining operations. Said exploration operations shall commence within 30 days from the date hereof.

5. From the date of his decision to operate said property, the Party of the Second Part shall at all times cause not less than One Hundred (100) shifts of labor to be performed in and upon the demised p mises du ring each and every calendar month of the life of this lease in actual mining operations and development, except to the extent that the compliance with this provision may be prevented by labor, strikes, acts of God, Government regulations or the public enemy, or during the installation and construction of

the mill, so that all men available may be used as required for such work, and further modification of the required shifts follows; That the lessee shall be allowed t o continue work at the present rate of fifty (50) shifts per month for the current month, (Oct. 1953), or until he has developed almost fifty feet of drift in a vein or veins at least six feet wide and carrying values of one half (½) of one (1%)percent or better (equivalent to 1000 tons of ore going one half of one per cent or better.) As u sed herein "shifts", m eans eight hours of work for one man. Because the Parties recognize that various factors may from time to time make it unwise to employ large numbers of shifts, the shift requirements shall be deemed complied with provided an average of 100 shifts per month are employed during any six-month period commencing on May 1st., or November 1st., of any year during the life of this agreement. The Party of the Second Part shall not be obligated to meet the shift requirements during any period that the market price for tungsten is less than $35.00 per unit of 20 lbs.

6. As rent for the u se and occupation of the demised premises the Party of the Second Part agrees to pay to the Parties of the First Part, a royalty equivalent to ten (10%) per cent of the gross receipts for the sale of tungsten or any other valuable mineral or substance extracted or otherwise removed from the premises. The term "gross receipts", herein u sed, means the total amount actually received from the sale of tungsten or other products after deducting only, any and all customary and necessary charges or expenses incurred after the concentrate has left the demised premises for assaying, sampling, refining, processing , shipping containers and transportation, excepting that the Parties of the First Part shall not be required to share any portion of transportation charges where the sales point is Fresno, California, or any other place no more distant than Fresno, from the demised premises. In the case the Party of the Second Part shall ship any ores other than tungsten there shall also be deducted all customary and necessary charges for transportation and for such milling and smelting as can not be performed at a tungsten mill.

Nothing herein contained shall be construed as requiring the Parties of the First Part to share in any expense which can properly be considered part of the normal operating expense of the mine and in the event any ores other than tungsten are discovered on the demised premises in sufficient quantity and grade and character to warrant the erection and maintenance of a mill, then the Party of the Second Part shall within a reasonable time erect and maintain said mill or if he elects to have said ore processed elsewhere, he shall bear the entire expense thereof, including the cost of transportation.

7. All tungsten or other products removed from said above-described property will at all times be kept separate and will not be commingled with other tungsten or products handled by the Party of the Second Part, and careful and accurate records will be kept by the party of the Second Part showing the quantities thereof removed from said property and the cost of processing the same, together with the amounts received therefor, all of which be promptly reported to the Parties of the First Part on settlement sheets. The proportionate share of the Parties of the First Part of all tungsten and other products removed from the demised premises shall be and remain the property of the Parties of the First Part but the Party of the Second Part shall have the right to market and sell the same provided that in so doing he shall inform the purchaser of the rights of the Parties of the First Part and cause payment to be made promptly to the Bank of America in Exeter, California, for the proportionate share of the Parties of the First Part.

8. In order to provide this lease, the Party of the Second Part, is hereby required to install upon the demised premises or elsewhere, for the reduction of ores extracted therefrom, a milling plant having a daily capacity of 25 tons, as soon as a sufficient tonnage has been developed to justify such an installation.

In the event that placing the mill on the Daly Property does not prove practical, the mill may be placed within a fifteen miles radius of said property, (i.e., within the auditor distance to Three Rivers.)

9. The said Party of the Second Part shall have and enjoy the exclusive right to enter upon said property and mine the same in any manner he sees fit, provided the mining is done in a miner-like fashion, and complies with all laws of California and of the United States governing such operation. The Parties of the First Part hereby give to the Party of the Second Part the right to erect u pon said property any mill, mining machinery or equipment that may be necessary for his purpose in mining and operating same. Provided he is not in default under any of the provisions hereof, including the payment of royalties hereunder, mills, machinery, equipment and tools placed in or upon said property by said Party of the Second Part during the life of this agreement shall be subject to removal by the Party of the Second Part in the event of a termination of this contract or abandonment on his part or expiration of this contract. Such removal shall be completed within 30 days after such termination or expiration, excepting that as to any mill or mills, such removal shall be completed within 100 days after such termination or expiration, except, that should weather or any other conditions beyond the control of the Second Party, prevent such removal of the equipment, tools etc., the time for such removal shall be extended for the same period that the preventing conditions exists.

10. ThoParty of the Second Part shall not suffer or permit any liens for labor or material to attach to or be placed against said property or any portion thereof, and for such purposes agrees to post and keep posted such non-liability not less as may be permitt ed and required by the laws of the State of California, which notices will be furnished by the Part ies of the First Part. The Party of the SecondPart shal, at all times, at his own expense, carry Workmen's Compensation Insurance upon all workmen

employed in or upon said property or in connection with his operations hereunder, and shall also comply with all requirements and regulations of the Industrial Commission and the State Mine Inspector. Nothing herein contained shall require Western's Compensation Coverage for any person not required by the law to be so covered.

11. All operations on the demised premises, and except as herein otherwise expressly provided, all operations elsewhere shall be at the sole expense of the Party of the Second Part and he hereby indemnifies and holds harmless the Parties of the First Part from any and all claims, demands, costs or judgments arising from any of said operations.

12. The Party of the Second Part will at all times diligently take and observe all possible precautions to prevent injury or death to persons or livestock on the demised premises or elsewhere in connection with the operations employed by them. If such operations result in so changing the contour or the surface of the demised premises as to make it hazardous for persons or livestock, the Party of the Second Part will guard against such hazard by the erection and maintenance at his expense of a fence or other adequate means of protection.

13. The Party of the Second Part will promptly procure and during the life of this agreement, maintain at his own expense, a policy of insurance by a reliable company, with limits of not less than $50,000.00 - $100,000.00 and will, in accordance with the laws of the State of California, post not less of NO TRESPASSING at all points of operation and also file copies of same in the Office of the County Recorder, for the County of Tulare, California, thus holding harmless the Party of the First Part.

14. The Party of the Second Part shall at all times keep adequate records showing the production of and sales of the products of the mine and those expenses which are to be deducted in determining gross receipts, and the Party of the First Part or their assigns- Representatives shall be permitted at all reasonable times to inspect said records either on the demised premises

or at the office of the Party of the First Part. The Parties of the First Part or their Representatives shall at their own risk, be permitted at all reasonable times to enter upon and inspect the demised premises and all operations thereon, but such entries and inspections shall be made at such times as to not unnecessarily interfere with or delay said operations.

15. The Party of the Second Part shall prompt ly pay all taxes lawfully levied and assessed against the improvements, mills, equipment, t ools and supplies made, installed or placed upon the demised premises during the life of this contract. The Party of the Second Part shall also promptly pay all income withholding taxes, as well as Social Security, Unemployment and other taxes which may be imposed on their operations. In the event additional taxes shall be levied against the demised premises because of the existence or supposed existence of valuable minerals, such additional t axes shall be promptly paid by the Parties in the following proportions: 10% thereof by the Parties of the First Part and 90 % thereof by the Party of the Second Part.

16. In the event the Party of the Second Part shall default in the payment of rents or royalties, or in the maintenance of work shifts or if he has failed, excepting, by circumstances beyond his control, upon demand being made, to reimburse the Parties of the First Part or any expenses or shall in other manner violate the terms and conditions hereof, and shall fail to make good said default or remedy said violation within 30days after the giving of notice thereof, the Parties of the First Part may at their option terminate this agreement on ten days' written notice to the Party of the Second Part, in which event all of the rights of the Party of the Second Part hereunder shall immediately cease. The notices in this paragraph provided for or any other notices or demands which the Parties of the First Part may desire to give to or make upon the Party of the Second Part shall be in writing, addressed to the Party of the Second Part at his address as herein given, or at any address in the State of California of which the Party

of the First Part shall have received written notice, deposited in the postoffice with postage prepaid, and registered, and said notices shall be effective from the date of such mailing. In the event the Parties of the First Part give notice to the Party of the Second Part based upon failure of the Party of the Second Part to maintain the work shifts as herein provided, said defaults shall not be considered remedied unless within 30 days after the giving of said notice the Party of the Second Part shall have established a work record which will average 100 shifts of labor per month during the six-month period referred to in the notice, and the succeeding period of time to and including the end of said 30 days period. In the event the Party of the Second Part fails to remove such mills, equipment and property as he is permitted by the provisions of paragraph 9 hereof to remove, such mills, equipment and property shall, upon the expiration of the removal period become the property of the Parties of the First Part, as additional rental and liquidated damages. Notwithstanding anything to the contrary appearing herein, the Party of the Second Part shall have no right to remove any property from the demised premises so long as he shall remain in default in the payment of any monies as royalties or otherwise as provided in this agreement, or if he has failed upon demand being made to reimburse the Parties of the First Part for any expenses incurred or obligations imposed by law or otherwise as a result of a failure of the Party of the Second Part to strictly comply with all of thoobligations imposed upon said Party of the Second Part by this agreement.

17. In the event either Party hereto shall institute legal or equitable action against the other Party for the purpose of enforcing any of the provisions of this agreement, the prevailing Party in said action shall be entitled to receive a reasonable attorney's fee in an amount to be determined by the Court.

18. The Party of the Second Part declares he has entered into this contract relying on his own judgment or knowledge of

said leasing property on, not upon any representations made by the Parties of the First Part or their representatives, touching the nature, quality or character thereof.

19. Without first having obtained the express written consent of the Parties of the First Part, the Party of the Second Part shall have no right to assign this contract or any of his rights hereunder, or to sublease any portion of the demised premises excepting that said Party of the Second Part shall have the right to assign his interests hereunder to a partnership or corporation organized by ~~them~~him in which case it shall be understood that other persons become interested as either partners or stockholders.

20. This is of the essence of this contract and the terms and conditions hereof shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective Parties hereto. The failure of the Parties of the First Part at any time to require full performance of the provisions hereof shall in no way affect the right of the Party of the First Part thereafter to strictly enforce all of the provisions hereof, nor shall any waiver by the Parties of the First Part of any breach of any provision hereof be construed as a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

21. The Party of the Second Part expressly reserves the right to cancel, terminate and surrender this lease and to relinquish all rights and privileges hereunder at any time during the term hereof after having given to the Parties of the First Part 30 days' written notice, which may be by registered mail addressed to the Parties of the First Part at their addresses shown herein, or at different addresses of which he shall have received notice, and said 30 days period shall run from the date of mailing said notice in any United States Post Office in California. Such cancellation shall be effective upon the expiration of said 30 day period if

the Party of the Second Part discharges all obligations previously incurred. Any other notice or demand which the Party of the Second Part may wish to give or make shall be given or made in the same manner.

22. In consideration of the faithful observance of the covenants and the payment of the rents and royalties herein provided for, on the part of the Party of the Second Part to be paid, kept and performed, at the times and in the manner herein stated, the Parties of the First Part do hereby give and grant the said Party of the Second Part the exclusive right, privilege and option to successively renew this lease, for additional terms of five (5) years each, from and after the expiration of this lease and the expiration of a renewal of this lease, upon like terms and conditions and at the same rental and royalties as are herein provided for. But in order to avail himself of such option, the Party of the Second Part must give the Parties of the First Part written notice thereof not less than 90 days prior to the expiration of this lease or of a renewal thereof. Any holding over the term without renewal as herein provided, shall be considered a tenancy from month to month only. Nothing herein contained shall give the Party of the Second Part the right to renew this lease or a renewal thereof, if at the time from which the proposed renewal is to take effect, the Party of the Second Part is in default under any of the provisions of this agreement.

23. The Party of the Second Part is hereby given the right to use in his operations hereunder so much water as shall be reasonably necessary and as shall be available from springs or streams on the demised premises or other adjoined property owned by the Parties of the First Part, but the Party of the First Part expressly reserves all waters which in its sole judgment are required for its own operations, including the watering of cattle.

All expense of transporting or conveying water used by the Party of the Second Part shall be borne by him.

24. During any calendar month in which the Party of the Second Part is maintaining an average of at least 100 man-days of labor upon the demised premises or is relieved of the obligations to do so by the express provisions of Paragraph 5 hereof, then to the extent that the capacity of any mill, machinery or other equipment located upon the demised premises is not required for milling or processing ores extracted from said demised premises, said mill, machinery or other equipment may be used for purposes of milling, trotting, testing and sampling ores which shall have been extracted from other than the demised premises. No labor which is used for so milling, trotting, testing or sampling said ores from other premises shall be considered in determining whether the shift requirements of this agreement are being complied with.

25. In the event this lease shall be assigned by the Party of the Second Part except as herein expressly authorized, or in the event a voluntary petition in bankruptcy is filed by or a petition for adjudication as a bankrupt is filed against the Party of the Second or any of his successors in interest or any partnership to which the Party of the Second Part shall have assigned any of his interest herein or any corporation which shall have succeeded to any of the interest herein of the Party of the Second Part, and such proceedings results in effect for more than 30 days, or if the Partnership or corporation in this paragraph mentioned make an assignment for the benefit of creditors, then in any of said events, at the option of the Party of the First Part, this lease and all of the rights of the Party of the Second Part, his successors and assigns, shall cease and terminate. The Parties of the First Part may at their option terminate this lease if the

interests of any person, copartnership or corporation in this lease other than the interest of the Parties of the First Part, their successors or assigns) is levied upon pursuant to a Writ of Execution issued in a civil action.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first hereinbefore set forth.

P.O. Box # 231,
Exeter, California.

Mrs. Willie Mamie Ola Daly.
Party of First Part.

5 Standard Oil Co.,
San Joaquin, Calif.

Patrick Daly,
Party of First Part.

P.O. Box # 130,
Lemoncove, Calif.

Thomas A. Hasolton,
Party of Second Part.