DMEA Form 9
Rev. 6/57

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE 3 OCT 1957 Idm-E NO._____ DMEA NO. 4768

1138

Application
- [ ] Denied
- [ ] Withdrawn

Contract
- [ ] Terminated - Not Certified
- [ ] Terminated - Certified

- [ ] Cancelled
- [ ] Royalty Agreement

The records contained in this file are marked (x) and arranged in this order:

Folder No. 1:

Left Side

- [ ] Royalty Audits
- [ ] Certification of Discovery
- [ ] Closing Letter
- [ ] Cost Audits
- [ ] Termination Notice or Agreement
- [X] Recision Notice
- [ ] Assignment of Contract
- [X] Contract Amendments
- [X] Contract with all exhibits and annexes
- [X] Owner's Consent to Lien and Subordination Agreement
- [X] Application and attachments

Right Side

- [X] Project summary (final)
- [ ] Work Completed analysis (final)

All other material filed in chronological order including the following reports if checked:

- [ ] Field Team Semi-Annual Report for Certified Project
- [ ] Final Field Team Report (Tab)
- [ ] Operator's Final Report (Tab)
- [ ] Interim Field Team Reports
- [ ] Operator's monthly reports and all attachments
- [X] On-site Exam Report (Tab)
- [ ] Settlement Sheets
- [ ] Drill Logs

Additional Folders:

Left Side

Folders No._____: Reports
- [ ] Analysis of Semi-Annual Inspection Reports
- [ ] Project Summary (Interim) by DMEA Engineers

Right Side

- [ ] Field Team Semi-Annual Report for Certified Project
- [ ] Field Team Interim Reports
- [ ] Operator's Monthly Reports with transmittal, narrative and maps.

Folders No._____: Maps (Use pocket folder or envelope)

Folders No._____: Settlement Sheets

Folders No._____: Drill Logs

Folders No._____: Royalty material

17963

Government's copy

Long
Holt
Martin
Chamber
Selfridge.

RESCISSION OF EXPLORATION PROJECT CONTRACT

It is agreed this 12th day of December, 1958, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, and Albert P. Decker, parties to that certain Exploration Project Contract No. Idm-E1138 (Docket No. DMEA-4768), dated October 3, 1957, as amended, that said Contract is hereby rescinded, revoked, and cancelled as of October 30, 1958, before any work has been performed or any costs have been incurred thereunder, without any obligations whatever one party to the other, the same as if the Contract had never been made.

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By Frank E. Johnson
ACTING Director, Office of Minerals Exploration

Albert P. Decker
Albert P. Decker

DEPARTMENT OF INTERIOR
BUREAU OF MINES
REGION II
RECEIVED

1959 MAY 4 PM 12:58

RENO, NEVADA

OFFICIAL FILE COPY
O. M. E.
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MAY 8 1959
DATE
CODE

Government's copy

Appl. Sol. Off.
Chapman
Martin
Chambers
Johnson

EXPLORATION PROJECT CONTRACT
ALBERT P. DECKER
DOCKET NO. DMEA-4768

AMENDMENT NO. 1

It is agreed this 1st day of August, 1958, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Albert P. Decker, that Exploration Project Contract No. Idm-E1138, (Docket No. DMEA-4768), dated October 3, 1957, is amended as follows:

1. In Article 1, the date fixed for completion of the work is extended from 12 months to 24 months from the date of the Contract or October 3, 1959.

2. In Article 6, the maximum period for royalty payments and liens to secure them is extended from ten (10) years to eleven (11) years from the date of the Contract.

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

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By O. Mistesdorf
Administrator, Defense Minerals
Exploration Administration

Albert P. Decker
Albert P. Decker

DMEA
RECEIVED AUG 29 1958

Government's copy

RECEIVED OCT 17 1957 D.M.E.A.

MF-200A
(Rev. April 1956)

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

DMEA No.	*Commodity*	*Contract No. Idm–E*	*County*	*State*
4768	Tungsten	**1138**	Inyo	California

It is agreed 3 OCT 1957, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Albert P. Decker

whose mailing address is 136 Vesta Street, Reno Nevada

hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) This contract is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF–200A), the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before JUL 15 1958, and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within 12 months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $32,100.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $24,075.00, in accordance with the provisions of Articles 4 and 5.

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

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Interests of lessors

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

(c) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing

in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

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

ARTICLE 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(a) Operator's records.—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

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

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

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

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

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

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

ARTICLE 7. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

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

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *Notices to be given by the Government* may be delivered to the Operator or may be sent by registered mail addressed to the Operator at the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 10. *Changes and added provisions.*—

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

ARTICLE 6. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered a sufficient final report (see Article 5), may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

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

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

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

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

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

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

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

Executed in sextuplicate the day and year first above written.

RECEIVED
OCT 17 1957
D.M.E.A.

Long
Hoffland
Chapman
Martin
Champlin
Selfridge
Johnson

THE UNITED STATES OF AMERICA

By C. Mitteudorf
Administrator, Defense Minerals
Exploration Administration

ALBERT P. DECKER
(Operator)

By Albert P. Decker

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

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-383069

EXPLORATION PROJECT CONTRACT
ALBERT P. DECKER
DOCKET NO. DMEA-4768

ANNEX I

The land referred to in Article 2 of the contract consists of four patented lode mining claims, the Blue Jay, Blue Jay No. 1, Blue Jay No. 2 and Blue Jay No. 3 (Patent No. 1164913), located in the Pine Creek Mining District, approximately 29 miles west of Bishop, Inyo County, California. The claims are outlined in green on the attached map "Figure 4."

The Operator has possession of the land by virtue of an Agreement of Lease, dated April 3, 1957, from Panaminas, Inc., recorded in Book 126, page 281 of the official records of Inyo County, California. The Consent to Lien and Subordination Agreement of Panaminas, Inc. is attached and made a part hereof.

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DMEA
RECEIVED OCT 17 1957

DATE	INITIALS	CODE

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E 1138
Contract Date 3 OCT 1957

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

RECEIVED JUN 20 1957 D.M.E.A.

To the United States of America:

Referring to that certain land in the County of INYO, State of CALIFORNIA, described as follows: 2/

Four patented lode mining claims, Blue Jay, Blue Jay No. 1, Blue Jay No. 2 and Blue Jay No. 3 (Patent No. 1164913), located in the Pine Creek Mining District, approximately 29 miles west of Bishop, California.

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

NONE

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

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

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: NONE (State "None" or "See Annex No.____")

Dated this 2nd day of MAY, 1957.

PANAMINAS, INCORPORATED

By John Haynes Baker [Seal] 230 Park Ave., New York, N.Y. [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

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

Jesse M. Robinson

[Corporate Seal]

APPLICANT: Albert P. Decker, 136 Vesta St., Reno, Nevada

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DATE	INITIALS	CODE
Exhibit:		

EXPLORATION PROJECT CONTRACT
ALBERT P. DECKER
DOCKET NO. DMEA-4768

EXHIBIT A

Description of the Work

The following maps are attached to this Exhibit:

Figure 1--Index Map of Inyo County, California.

Figure 2--Ridge and East Ore Bodies, Adamson Mine, Inyo County, California.

Figure 3--Section A-A' Looking East and Section B-B' Looking North, Adamson Mine, Inyo County, California.

Figure 4--Map showing claims, outlined in green, held by lease from Panaminas, Inc., by the Applicant.

From a point as indicated on Figures 2, 3 (Section A-A'), and 4 drive a 600-foot adit northerly on the Ridge tactite zone.

From a point as indicated on Figures 2, 3 (Section B-B'), and 4 about 50 feet from the end of adit drive a crosscut approximately 150 feet easterly to intersect the east tactite zone.

The adit and crosscut shall be timbered as necessary, and shall be a minimum of 5 feet by 7 feet in the clear of timber. It is estimated the timbering will amount to 200 feet, and the Government reserves the right to add additional timbering if necessary.

All mineralized zones shall be sampled and assayed for WO_3.

Due to short working season at high altitude and in order to complete the project in one season, the work shall be carried on two shifts per day and costs are based on such operation.

ESTIMATED COST OF THE PROJECT

Fixed Unit Cost

Adit and crosscutting-750 feet @ $40.00/ft.	$30,000.00	
Timbering-200 feet @ $8.50/ft.	1,700.00	
Assaying-100 samples @ $4.00/each sample	400.00	$32,100.00
Estimated Total Cost of Project		$32,100.00
Government Participation @ 75%		$24,075.00

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

DMEA-4768
(Tungsten)

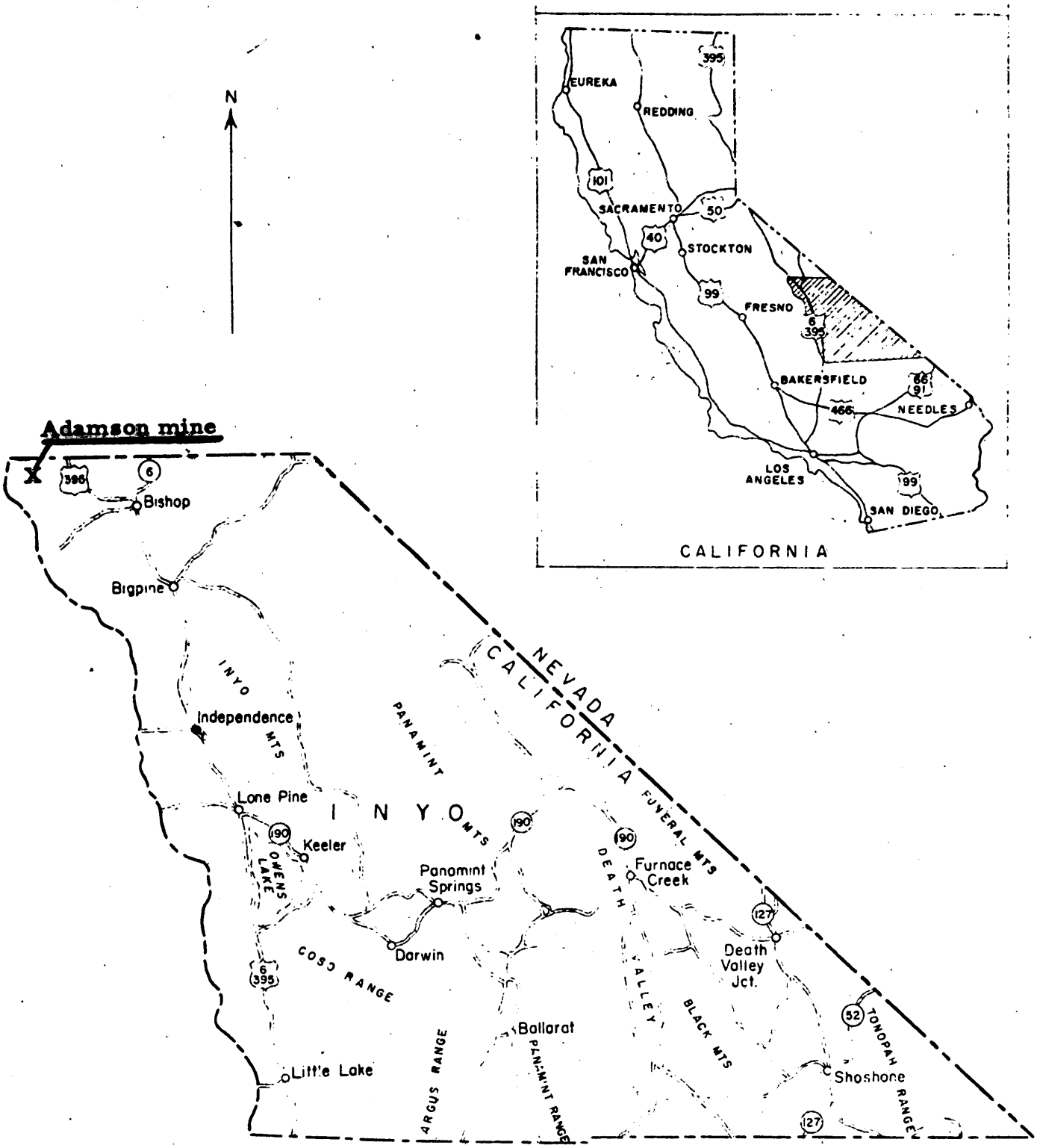

Figure 1. INDEX MAP OF INYO COUNTY, CALIFORNIA

0 25 50 75 Miles

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DATE	INITIALS	CODE

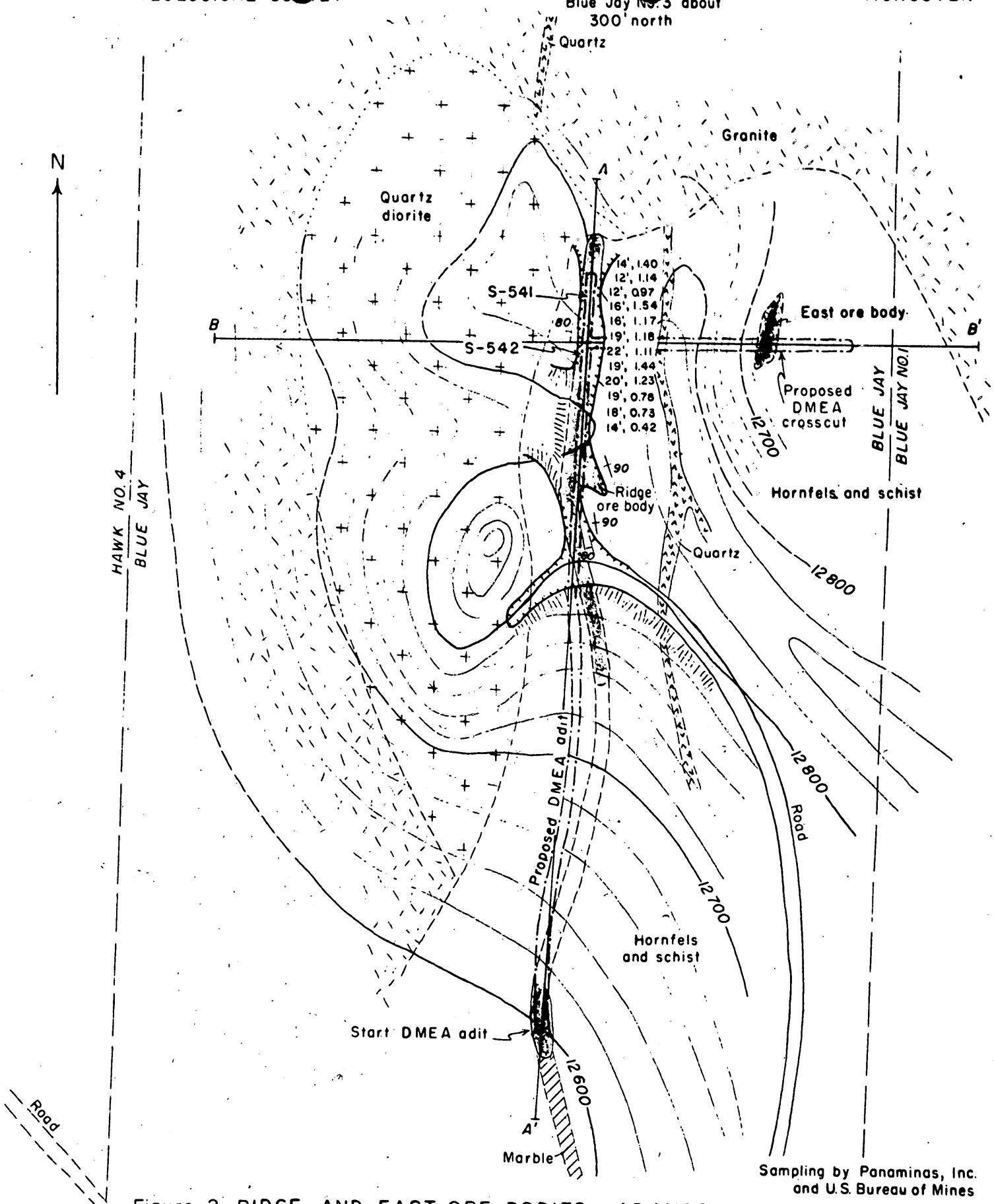

Figure 2. RIDGE AND EAST ORE BODIES, ADAMSON MINE
INYO COUNTY, CALIFORNIA

0 100 200 300 Feet

Contour interval 20 feet

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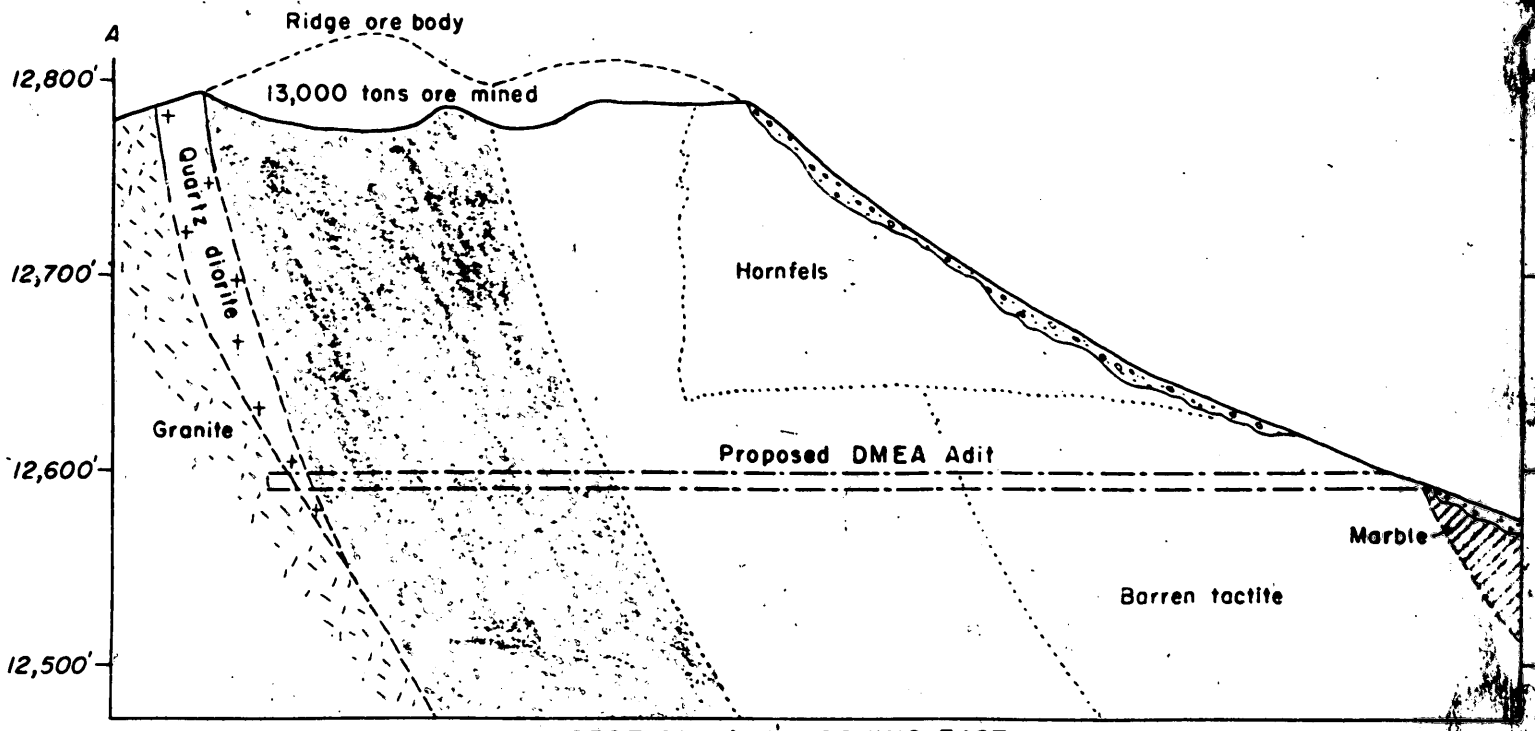
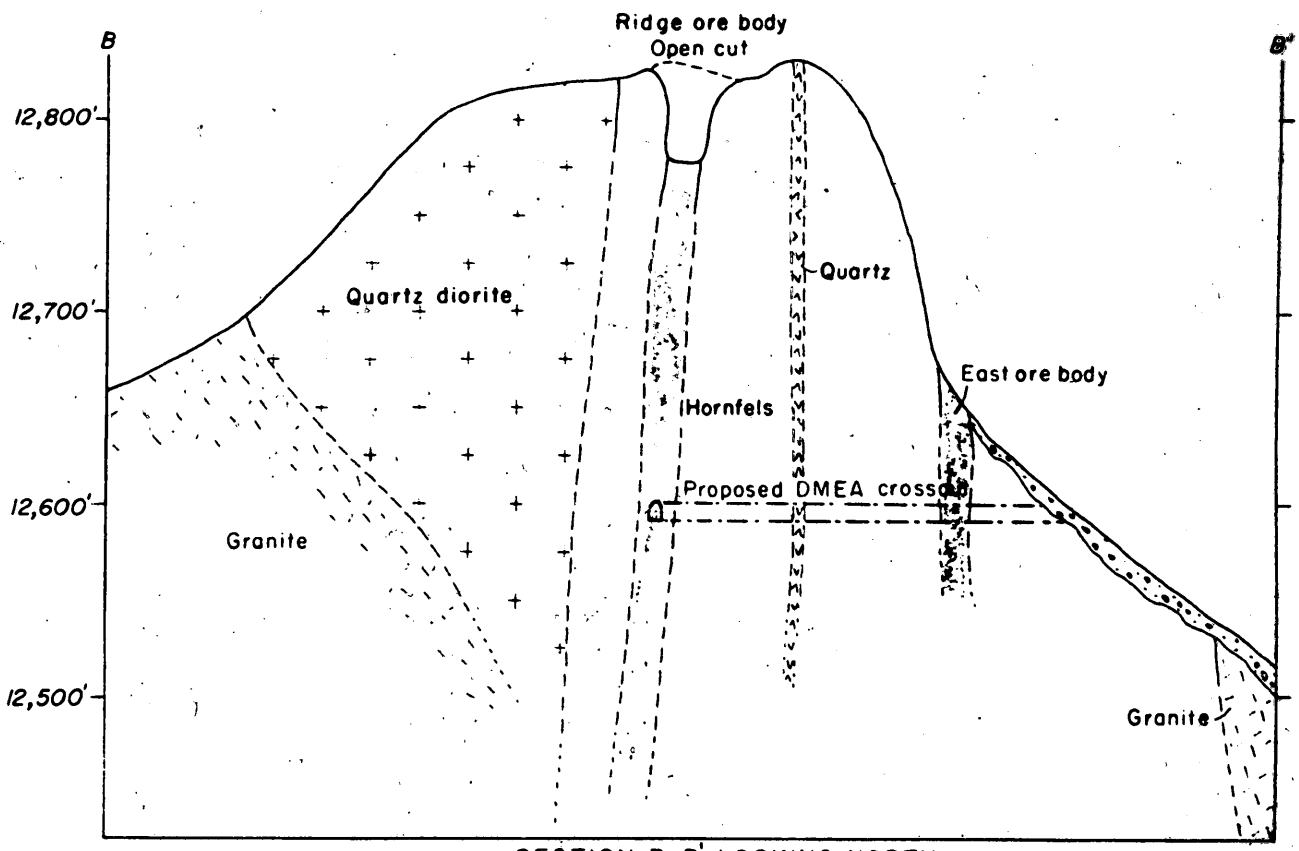
RECEIVED OCT 17 1957

DATE	INITIALS	CODE



SECTION A-A' LOOKING EAST



SECTION B-B' LOOKING NORTH

Figure 3. ADAMSON MINE, INYO COUNTY, CALIFORNIA

0 100 200 300 Feet

OFFICIAL FILE COPY
D M & A
RECEIVED OCT 12 1957

DATE	INITIALS	CODE

DMEA

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
1605 Evans Avenue
Reno, Nevada

June 18, 1957,

Memorandum

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

From: Executive Officer, DMEA Field Team, Region II

Subject: Loan Application (Tungsten)
Albert P. Decker
Adamson Mine, East Ridge Area
Inyo County, California

Enclosed are three sets of MF-103, Application for Aid forms, relative to above subject. The fourth set has been retained in our files.

S. Ricker

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 20 1957

DATE	IN...	CODE

Encls.

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

NAME OF APPLICANT: Albert P. Decker
136 Vesta Street
Reno, Nevada

ITEM	TABLE OF CONTENTS	PAGES
1.	Form MF-103, Application .	-
2.	Explanation and answers to questions required by Form MF-103.	1 Thru 5
3.	Agreement of Lease	1 Thru 6
4.	Consent to Lien and Subordination Agreement, Form MF-205	-
5.	Photograph of Geological Survey Bulletin 931, Plate 7	-
6.	Claim Map, indicated thereon the approximate location of proposed project covered by this application	-
7.	Miscellaneous data sheet, regarding patented and unpatented claims	-

* * * * * *

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DATE | INITIALS | CODE

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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. 4768
Metal or Mineral Tungsten
Date Received 6-20-57
Estimated Cost $35,572.50
Participation (Government %)

RECEIVED JUN 20 1957 D.M.E.A.

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:

Albert P. Decker
136 Vesta Street
Reno, Nevada

(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.

See Page 1, Attached hereto

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 See Item 3 (a), Page 3, Attached Hereto

(b) State any mine name by which the property is known. Adamson 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. Copies of Lease, Attached hereto

(e) If you own the land, describe any liens or encumbrances on it None

(f) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice. None

* 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.

(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 Sketch on Map of Claims, attached hereto

(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 Page 1, 2, & 3, Items 4(a), (b), (c), (d) and (e), attached hereto

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

1. NAME OF APPLICANT: Albert P. Decker, 136 Vesta Street, Reno, Nevada.

2. GENERAL: Application filed with Reno, Nevada field executive officer, DMEA.

Refer to Northfield Mines, Inc.
Adamson Mine - West & Lower Ore Body
Inyo County, California
Docket: DMA-861X - Tungsten
Contract: Idm-E323

3. APPLICANT'S PROPERTY RIGHTS:

(a) Legal description of the land upon which this Applicant desires to be Explored:

Four patented lode mining claims, Blue Jay, Blue Jay No. 1, Blue Jay No. 2 and Blue Jay No. 3 (Patent No. 1164913), located in the Pine Creek Mining District, approximately 29 miles west of Bishop, California.
(Inyo County, California, TWP 6 S, R 30 E).

(b) Mine Name: Adamson Mine.

(c) Applicant's Interest in the Land: Lessee.

(d) Document under which Applicant controls the property: 5-Copies of Lease attached hereto and made part of this application.

(e) Liens or Encumbrances on Land: None.

(f) If the Land Consists of Unpatented Claims: The claims covered by this application are patented.

4. PHYSICAL DESCRIPTION:

(a) We are advised that during 1943, approximately 7,000 tons of ore were mined from an open cut by Panaminas, Inc. The grade of the ore is not known by the Applicant.

During 1956, Approximately 6,000 tons of crude ore were shipped to Union Carbide Nuclear Company, at their Pine Creek Mill. The average grade of the ore was 1.00 % WO_3 contained. This ore was mined from an open cut, by the present operator.

During 1955 and 1956, an access road was built from the lower Panaminas property to the Wheeler ridge at considerable cost to the present operator. This ore body was formerly serviced by tramway during 1942 and 1943, which was later totally demolished by a snow-slide.

OFFICIAL-COPY
DMEA
RECEIVED JUN-20 '57
DATE | CODE

4. (b) During 1942 and 1943, approximately 7,000 tons were mined by Panaminas, Inc.

During 1956, approximately 6,000 tons @ 1.00 % WO_3 contained were mined by Palmer & Decker Company, present operator.

An estimated 5,000 tons are in place as reserves, which may be reasonably mined, without the further exploration covered by this Application.

(c) United States Department of the Interior Geological Survey
Bulletin No. 931- E: "Adamson Claims -- A group of eight undeveloped mining claims covering the tip (see Pl. 15) of the pendant north of the Pine Creek Mine are held by D. B. Adamson. On extensions of the same contact as the Pine Creek ore body, tungsten-bearing tactite occurs in a few small thin bodies which are probably cut off by granite at depth. Another tactite bed 15 to 20 feet wide lies farther west, near the crest of the ridge, at an elevation of 12,300 feet. This bed, interstratified with hornfels, contains coarse scheelite crystals for 350 feet south from the contact with quartz diorite. The tactite, with a little molybdenite but no scheelite, extends another 300 feet before disappearing beneath talus. The original limestone bed was probably a lens, for no continuation can be seen beyond the talus on ridges farther south. The depth beneath the ore croppings to diorite or granite will probably average at least a hundred feet; the ore shoot possibly rakes southward along the contact. The ore body is estimated to contain nearly 50,000 tons of ore to a depth of 50 feet, which seems to be a conservative minimum depth. A composite grab sample taken by Mr. Adamson is reported to have assayed 1.5 percent of WO_3.
Near this ore body, on the east side of the ridge and 150 feet below the crest, is a small mass of quartz-diopside rock about 15 feet wide and 50 feet long. Distributed through this rock are irregular masses of scheelite as large as a man's fist. Two tons of sorted ore shipped from this body in 1937 yielded about 20 percent of WO_3. Mr. Adamson's samples indicate that the body contains 3 to 5 percent of WO_3, but the difficulty in obtaining a representative sample in this type of ore body is 10 feet; the further downward extent is unknown but probably measurable in tens of feet. Although ore of good grade, containing at least 50,000 units of WO_3, is in sight, these claims are still undeveloped because of their inaccessibility. The ore exposures are 1,500 feet higher than the end of the United States Vanadium Corporation's road, and 5,500 and 1,500 feet respectively above possible mill sites on Pine Creek and on Tamarack Lake to the north. Heavy winter snows would probably limit operation to six months of the year."

Applicant's reason for wishing to explore: A drift driven along the strike for 600 feet, approximately 125 feet below the present ore body and to explore the contact at depth and a cross-cut of 150 feet at the end of the drift to explore the possible ore body known as the "East Ore Body", which is on such a precipitous slope as to be inacessible for any other method of exploration except to come from under-ground. Also, this drift could be used for diamond drilling the parallel quartz vein and parallel tactice zones in the hornfels. In order to properly diamond drill this ore body at depth, it would be necessary to construct an access road a distance of approximately 1,500 feet, through a formation consisting of 50% solid rock, at a cost including the necessary drilling of much more than the proposed exploratory drift and cross-cut, covered by this Application.

4. (d) Access road to the property over the road used by Union Carbide Nuclear Company from Bishop, California to the Adamson Northwest ore body, then the present road to top of Wheeler Crest, VIA four-wheel drive equipment. The mine is approximately 6 miles from Union Carbide Nuclear Company's mill, and approximately 30 miles from Bishop, California.

(e) The mine crew will be transported daily from Bishop, California. Water is available during the summer from a melting glacier a distance of about one and one-half miles from the mine.

5. THE EXPLORATION PROJECT: Tungsten ($CaWO_4$ - Scheelite)

(a) Attached hereto and made a part of the Application.

(b) The work will start within 15 days and be completed within 12 months from the date of an exploration project contract.

(c) Albert P. Decker, DBA Palmer & Decker Company (Formerly a Partnership) supervised diamond drilling and mining operations in the states of California and Nevada for the past 8 years. In addition, operated the Adamson mine under a lease with the Northfield Mines, Inc. with a crew of ten men since 1954.

- - - - - -

Albert P. Decker, 136 Vesta St., Reno, Nevada

6. ESTIMATE OF COSTS:

	Cost per lineal foot of Drift
(a) Independent Contracts	None
(b) Miner's Wages $2.61 per hour, 4-men @ 8 hours per day for 6-days per week, progressing 25 feet per week (See Calculation of Efficiency at 13,000 feet above Sea Level, Page 5)	$20.00
Supervision ($500.00 per month, to be performed by Applicant)	None
(c) Operating Materials & Supplies:	
1 - Lot of used Rail and Ties - $1,500.00	2.00
Explosives A. Elec. Blasting Caps & Wire $10.00 per 5 foot round, or $1,500.00	2.00
B. Powder - 9,000 Lbs. @ 33-1/3¢, FOB Mine	4.00
Drill Steel & Bits - 75 Pcs, 6' COPCO Ser 12 Drill Steel, at $20.00 Each.	2.00
Compressor Fuel: 7450 Gal. Diesel @ .195¢ $1,452.00	
" Lubes 90 Gal. @ $1.89 ..... 170.00	
Automotive Fuel: 1,500 Gal. @ 35¢ 525.00	
" Lubes 55 Gal. @ $1.89 ..... 103.00	
Total Compressor & Automotive Lube & Fuel	3.00
8-Inch Vent Pipe:	.80
Air and Water Pipe	.75
Timber for Portal - 50 Feet	.47

(d) Operating Equipment (Owned and to be furnished by Applicant):

QUANTITY	DESCRIPTION OF ITEM	COST
1	Ingersoll-Rand 315 Gyro-Flow Compressor	$10,500.00
1	Eimco 21-B Mucking Machine	2,800.00
2	End Dump Mine Cars - 1-Ton Capacity	500.00
2	Ingersoll 38-A Jacklegs	1,400.00
1	Eimco Air Trammer (Used)	1,800.00
1	4-Wheel Drive Water Truck and Tank	1,000.00
1	Personnel Carrier	2,000.00
1	250 Gal. Pressure Tank for Water	250.00
1	Lot. Hoses and Miscellaneous Tools	475.00
1	Blower and Motor	300.00
	TOTAL	$21,025.00

$\frac{\$21,025.00}{60\text{-Months}}$ = $350.41 Per Month

$350.41 X 12 Months = $\frac{\$4,204.92}{750 \text{ Feet}}$ = (Rental) 5.61

(e) Rehabilitation and Repairs	None
(f) New Buildings, Improvements, Installations	None
(g) Miscellaneous:	
Repairs to and maintenance of operating equipment (Estimate $1,125.00)	1.50
Accounting and Engineering (Estimate $1,500.00)	2.00
Workmen's Compensation Insurance and Employer's Liability 12.72%	
Federal Social Security 2.25%	
Federal Excise on Wages 0.03%	
California Unemployment 1.50%	
Total 16.5% of $15,000.00 in Wages	3.30
(h) Contingencies:	None
TOTAL COST PER FOOT	$47.43

Total Amount Of Contract ..... $35,57[illegible].50

Albert P. Decker, 136 Vesta St., Reno, Nevada

Explanation of Item 6-(b) Page 4:

Rate at 6,500 feet above sea level in the area is an average cost of $12.50 per foot, for a drift 5' X 7', such as the proposed drift covered by this Application.

However, the Loss in Efficiency for Labor performed at this location (Elevation 13,000 feet above sea level) is as follows:

A. Payment of Labor during transportation - One way . . 12.5%
B. As a result of Altitude 25.0%
Total Loss of Efficiency 37.5%

Then,

$\frac{\$12.50}{62.5\%}$ X 100 = $20.00 per foot for labor covered by this Application.

7. (a) Applicant is prepared to furnish his share of the cost of the proposed project in accordance with the regulations on Government participation (Sec 7, DMEA No. 1)

(b)

TOTAL COST PER FOOT		$47.43
Equipment furnished by Operator	$5.61	
1/2 of drill steel (on hand)	.50	
3/4 of rail and ties (on hand)	1.50	
Money required by Applicant	4.25	11.86
75% Government Participation		$35.57

- - - - - - - -

Albert P. Decker, 136 Vesta St., Reno, Nevada

COUNTY RECORDER'S OFFICE

STATE OF CALIFORNIA
COUNTY OF INYO } ss.

I, RICHARD F. OYLER, County Recorder of the County of Inyo, State of California, do hereby certify the foregoing to be a full, true and correct copy of AGREEMENT OF LEASE

as the same appears on record in my office in Volume 126 of ~~Official Records~~ at page ~~275~~ 281, Records of Inyo County.

Witness my hand and seal of said County Recorder this 16th day of April, 1957

Richard F. Oyler County Recorder

By Lennon J. Miller Deputy Recorder

AGREEMENT OF LEASE

THIS AGREEMENT made and entered into this 3rd day of April, 1957, by and between PAMAMINAS INCORPORATED, a Delaware Corporation, with offices at 230 Park Avenue, New York 17, New York (hereinafter called the "Lessor") and ALBERT P. DECKER, doing business under the firm name and style of PALMER & DECKER, COMPANY, with offices at 136 Vesta Street, Reno, Nevada (hereinafter called the "Lessee").

W I T N E S S E T H:

That the said Lessor, for and in consideration of the royalties hereinafter reserved and the covenants and agreements hereinafter expressed and by the said Lessee to be kept and performed, hath granted, demised, and let and by these presents doth grant, demise and let unto the said Lessee all the following described mine and mining property, situated in Inyo County, State of California, described as follows: The Adamson Mine, consisting of the Hawk, Hawk Nos. 1, 2, 3, 4 and 5 and the Blue Jay, Blue Jay Nos. 1, 2 and 3 mining claims, together with appurtenances.

To have and to hold unto said Lessee, for the term of five years from date thereof, expiring on noon on the third day of April 1962, unless sooner forfeited or determined through the violation of any covenant hereinafter against the said Lessee reserved.

And in consideration of such demise, the said Lessee doth covenant and agree with said Lessor as follows, to-wit:

1. Lessee shall conduct all exploration, development and mine work on leased premises in a miner-like fashion in accordance with good mine practice and in accordance with the mining laws of the State of California and of the United States of America. Lessee will cause to be performed

on the leased premises during each calendar month of June, July, August, September and October of each calendar year, (while this agreement is in force) at least ninety (90) eight hour work shifts with twenty (20) of these shifts (starting June 1957) spent on exploration, development or mining on the ore bodies known as the "Ridge or East Ore Bodies".

2. All costs and expense incident to exploration, development and mining of the property by the Lessee and all costs and expense incurred by the Lessee in the performance of its obligation hereunder shall be borne and paid by Lessee; and Lessee hereby agrees to indemnify and save harmless the Lessor from all costs, losses, damages and expense arising from, or incident to, Lessee's mining operation conducted on leased premises.

3. Upon forfeiture, termination or abandonment of this lease for any cause, all buildings and improvements erected or installed by Lessee, then situated on the leased premises, shall become the property of the Lessor; provided however, that if the Lessee is not then in default in the performance of any covenant or condition of this lease (including payment of royalties), the Lessee shall have a right to remove any machinery and other physical equipment which the Lessee has installed thereon at any time within six (6) months after said forfeiture, termination or abandonment.

4. The Lessee further agrees that it will at all times while this agreement is in force maintain, in the name of the Lessor and Lessee as their interests may appear, adequate fire insurance on all buildings presently located on the leased premises, which Lessee uses in its

mining operation, and on all buildings which the Lessee erects, and on all machinery and equipment which the Lessee installs, on the leased premises.

5. Lessee agrees to carry at its own expense, Workmen's Compensation Insurance for all of its employees who work on the leased premises; and to keep the leased premises free and clear of all labor and materialment liens, and to indemnify and save the Lessor harmless from all damages arising out of accidents to any of the Lessee's employees, licensees, agents, associates or visitors upon the leased premises; and to post the leased premises with non-liability notices relieving the Lessor of liability in compliance with the laws of the State of California.

6. Lessee agrees to pay all county, state and other taxes assessed after date hereof against the leased premises, against any buildings erected, or improvements installed, thereon, by Lessee; and against any ore or minerals therein or extracted therefrom by Lessee, when the same are by law due and payable, so long as this agreement is in effect and to maintain all unpatented mining claims included in the leased premises in good standing as required by law.

7. During the period of this lease the Lessee shall pay the Lessor a royalty equal to a percentage of net mill returns on all ore to be extracted from said premises by delivery of such ore with all convenient speed in lots as mined to some mill or regular ore buyer, in accordance with the following schedule:

Ore Grade ($\%$ WO_3)	Royalty ($\%$ of Net Mill Returns)
.4 to .599	10
.6 to .799	15
.8 to .999	20
1.0 to 1.999	25
2.0 to 3.999	30
4.0 and over	35

The Lessee shall leave with such mill or ore buyer the

applicable percentage of net mill returns for delivery to Lessor together with a copy of Lessee's Settlement Sheet. Lessee shall instruct mill or buyer in writing to retain aforementioned royalty for transmittal to Lessor, a copy of said letter being mailed to Lessor.

8. The Lessee agrees to keep full and true accounts and records of all man shifts performed on said premises and furnish in narrated form monthly the progress and application of aforesaid man shifts. Maps of all underground workings shall be kept up to date by Lessee and open at all reasonable times for inspection by Lessor, and upon the termination, forfeiture or abandonment of this lease the same shall be delivered by Lessee to, and shall become the property of, Lessor.

9. The Lessor and its agents shall have access to the leased premises at all reasonable time for purposes of inspection, sampling, surveying and examination of books and records to check the operations and reports of the Lessee; and Lessee agrees to render to Lessor all reasonable assistance in so doing.

10. Lessee covenants and agrees that it will not assign this agreement or sublet the leased premises, or any part thereof, without written consent of the Lessor.

11. Any mining claim staked by the Lessee during term of this lease within a one-mile (1) radius of the portal of 1300 West Adit must be offered to Lessor and if accepted by the Lessor, shall be included in the leased premises and subject to all the terms and conditions hereof. If accepted by Lessor, then all cost incurred by the Lessee in connection with the staking of such claims shall be for the account of the Lessor and shall be paid to the Lessee by deducting them from the first royalties thereafter payable hereunder by Lessee to the

Lessor.

12. Lessee may at any time upon thirty (30) days prior written notice to the Lessor, terminate and surrender this lease and its rights under this agreement. In the event that Lessee shall be adjudged bankrupt, either voluntarily or involuntarily, then in such event this lease may be terminated at option of the Lessor.

13. If the Lessee shall fail to perform or observe any covenant herein contained which is to be performed or observed by it and such failure shall continue for a period of thirty (30) days after written notice thereof shall have been given to the Lessee, then the Lessor may at any time after the expiration of such period and while such failure continues terminate this agreement and reenter upon the leased premises and expel the Lessee therefrom, not being guilty in any manner of trespass and without prejudice to any remedy it might have for arrears of rent or other breaches of covenant.

14. Neither of the parties hereto shall be responsible for delays or defaults in performance of any obligation under this agreement due to causes beyond its control or without its fault or negligence.

15. Time is the essence of this agreement, and no extension of time, if granted hereunder by the Lessor, shall be deemed a waiver of any other rights of the Lessor, which rights the Lessor shall be entitled to have strictly performed thereafter in accordance with all the conditions hereof. Reasonable diligence in the mining and milling and in the marketing of the products of said ores is of the essence of this agreement, and the Lessee hereby agrees to mine and have treated said ores produced from the leased premises and to market the products which may be produced from such ore with all reasonable diligence.

16. If this agreement shall continue in effect for a term of five years from date hereof, as hereinbefore stated, then the Lessee, at the sole option of the Lessor, may be granted an extension of this agreement for a period of two years following the expiration of this agreement, that is to say until April 3, 1964, upon the same terms and conditions as are herein contained.

17. This agreement shall enure to the benefit of and be binding upon the parties hereto and their successors or assigns.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals.

PANAMINAS INCORPORATED

Attest:

Secretary

By John Haynes Baker
President

State of New York
County of New York } ss.:

On the 8th day of April, 1957, before me personally came John Haynes Baker, to me known and known to me to be the person described in and who executed the foregoing Agreement of Lease, and he duly acknowledged to me that he executed the same.

THOS. H. CROKE
Notary Public, State of New York
No. 03-0804503
Qualified in Bronx County
Certificates Filed With
County Clerk Borough of Manhattan
Commission Expires March 30, 1959

Thos. H. Croke

PALMER & DECKER

By Albert P. Decker

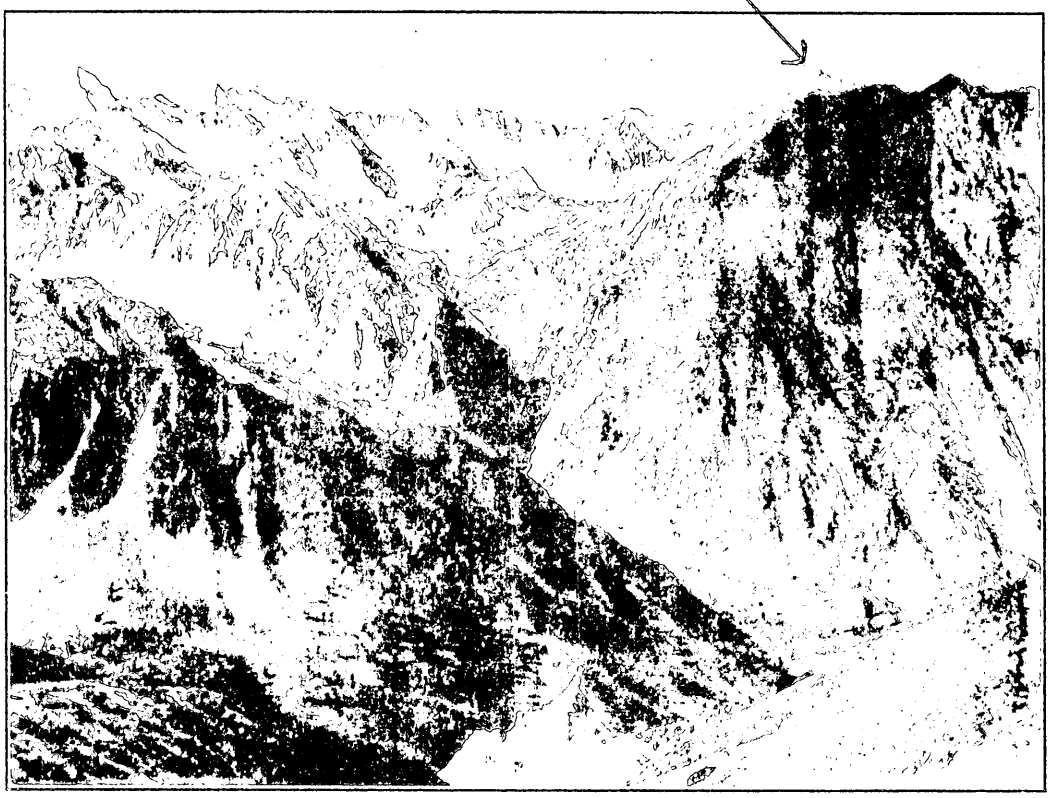
State of California
County of Inyo } ss.:

On the 16th day of April, 1957, before me personally came Albert P. Decker, to me known and known to me to be the person described in and who executed the foregoing Agreement of Lease, and he duly acknowledged to me that he executed the same.

Letha E. Sharpe
Notary Public in and for said County and State

My commission expires Mar.12,1962

Location of Wheeler Ridge Ore Body
which is covered by this application.



PINE CREEK PENDANT ON THE NORTH SIDE OF PINE CREEK, INYO COUNTY, CALIF.

RECEIVED
JUL 20 1971
L.A.

RECEIVED
JUL 20 1971
L.A.

APPLICANT: Albert P. Decker, 136 Vesta Street, Reno, Nevada

ADAMSON MINE
BISHOP, CALIFORNIA

LOCATION:

Inyo County, California

Township 6 south

Range 30 east

Sections 29 and 30

OFFICIAL FILE COPY
D M E A
RECEIVED JUN 20 1957
DATE | NOTE

PATENTED CLAIMS

Hawk
Hawk No. 1
Hawk No. 2
Hawk No. 4
Blue Jay
Blue Jay No. 1
Blue Jay No. 2
Blue Jay No. 3

Total of 153.365 acres

UNPATENTED CLAIMS

Hawk No. 3
Hawk No. 5

Total of 37.947 acres

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
1605 Evans Avenue
Reno, Nevada

OFFICIAL FILE COPY
O. M. E.
RECEIVED MAY 8 1959

DATE	INITIALS	CODE
5/11	G	220
5/11	C	210
5/11	WSM	400

May 5, 1959

Memorandum

To: Operating Committee, OME, Interior Building
Washington 25, D. C.

From: Acting Executive Officer, OME Field Team
Region II

Subject: Docket No. DMEA-4768 (Tungsten)
Contract No. Idm-E 1138
Albert P. Decker
Adamson Mine, E. Ridge Area
Inyo County, California

Enclosed are the Government's and Audit copies of the Rescission of Exploration Project Contract, executed by the operator. The remaining copies have been distributed in the usual manner.

Very truly yours,

R. M. Smith

R. M. Smith
Acting Executive Officer
OME Field Team, Region II

Attachments

BUREAU OF MINES
WASHINGTON, D. C.
MAY 7 9 33 AM '59

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
1605 Evans Avenue
Reno, Nevada

OFFICIAL FILE COPY
O. M. E.
RECEIVED APR 20 1959

DATE	INITIALS	
4-20	C	220
4/21	[illegible]	800
4/21	WSM	400

April 17, 1959

Mr. Albert P. Decker
Mercury
Nevada

Re: Docket No. DMEA-4768 (Tungsten)
Albert P. Decker
Adamson Mine
Inyo County, California
Contract No. Idm-E 1138

Dear Mr. Decker:

Please refer to our letter of December 30, 1958 in regard to above-cited contract. We would appreciate your prompt action in respect to the fourth paragraph: "If any part of the proposed agreement does not meet with your approval, the original and all copies should be returned to this office with your suggested changes."

Very truly yours,

/S. RICKER

S. Ricker
Executive Officer
OME Field Team, Region II

Copy mailed to: P. O. Box 388, Bishop, California.

SRicker:ft
cc: Opr. Com., OME, Wash., D.C.
Finance Office, Reg. II
GeoMayor
RMSmith
File
Chron

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
1605 Evans Avenue
Reno, Nevada

OFFICIAL FILE COPY
O. M. E.
RECEIVED JAN 2 1959

DATE	INITIALS	CODE
1-2	C	220
1-2	EEJ	800
1/5	WSM	420

Dec. 30, 1958

Mr. Albert P. Decker
P. O. Box 388
Bishop, California

Re: Docket No. DMEA-4768 (Tungsten)
Albert P. Decker
Adamson Mine,
Inyo County, California
Contract No. Idm-E 1138

Dear Mr. Decker:

I have delayed reply to your letter of November 20, 1958 until the Government arrived at a decision as to its action relative to referenced contract.

The contract was effective as of October 3, 1957 and no work that is properly chargeable to the project has been done as of this date. The contract is technically in default and I am enclosing the original and four copies of a proposed Recission of Exploration Project Contract, signed by the Acting Director for the Government.

If the terms and conditions of the proposed agreement meet with your approval, all five copies should be signed by you. The copy marked "Operator's copy" should be retained and the original and remaining three copies should be returned to this office.

If any part of the proposed agreement does not meet with your approval, the original and all copies should be returned to this office with your suggested changes.

The Amendment No.1 referred to in your letter of November 20, 1958 extended the completion time but it did not

extend the date of starting work on the contract beyond July 15, 1958. When we recommended the extension of completion time, it was our impression from your conversation with Mr. Glenn Gentry on July 11, 1958 that you intended to complete the road repair and start work on the contract immediately thereafter. Since that date, we have had no official word from you as to progress of the work or your intention, except your recent letter of November 20, 1958. In the meantime, the DMEA has been liquidated and the OME, which supersedes it, has made no provision for exploration aid for tungsten minerals.

I am sure, under the circumstances, you will understand there can be no justification on the Government's part in further holding the contract in abeyance.

We have appreciated your interest in the DMEA and will send you details on the operations of the OME as soon as they are received from the Washington office.

Very truly yours,

S. RICKER

S. Ricker
Executive Officer
OME Field Team, Region II

Attachments

SRicker:ft
cc: Opr. Com., OME, Wash., D.C.
Finance Office, Reg. II
GeoMavor
RMSmith
File
Chron

OFFICIAL FILE COPY
O. M. E.
RECEIVED JAN 2 1959

DATE	INITIALS	CODE

November 20, 1958

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

Re: Docket No. DMEA-4768
Contract No. Idm-E1138

Dear Mr. Ricker;

I have received word from Mr. A.J. O'Connell, of Panamines Inc. that you had contacted him in regard the above contract. He said that you were very much disturbed that I had not started this contract the past summer and that you were going to report to Washington about it and that they might cancel it.

I have before me an ammendment to the effect that the completion date was extended to October 3, 1959, signed by Mr. Mittendorf, Administrator, DMEA.

During the past summer I had quite some bit of difficulty obtaining permission to continue to use the Union Carbide Nuclear Company's road, this is the only means of access to the Adamson Mine. After obta ining this permission thru their New York office and after doing some necessary road work on the Adamson property, I decided to wait until the coming spring to continue on the DMEA Exploration work. I plan on starting on it not later than April 15,1959, and should have ample time to complete it by the completion date, October 3, 1959.

Please advise if this meets with your approval and if not what is the reason for now terminating a contract that has been extended one year.

Yours truly,

Albert P. Decker
P.O.Box 388
Bishop, California

cc: Mr. A.J.O'Connell

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
12/11	Holt	400
12/11	Hunting	400
12-12	Chamber	800
12/22	[illegible]	130
"	Johnson	110
		~~[illegible]~~
		~~[illegible]~~
		400
12/15	C	225

12 DEC 1958

Mr. Spangler Ricker
Executive Officer
GME Field Team, Region II
1605 Evans Avenue
Reno, Nevada

Re: Docket No. DMEA 4768 - Tungsten
Albert P. Decker
Adamson Mine
Inyo County, California
Contract No. Idm-E1138

Dear Mr. Ricker:

Enclosed are the original and four copies of a proposed Rescission of Exploration Project Contract for the above-referenced contract, signed by the Acting Director for the Government. Two extra copies are enclosed for the use of the Field Team.

In your letter of November ~~8~~ 7, 1958, you suggested a mutual Termination Agreement; but in this instance, since no work payable under the terms of the contract was completed, we feel that a mutual rescission agreement is more appropriate.

If the terms and conditions of the proposed agreement are satisfactory to you and the Operator, all five copies should be signed by the Operator and the usual distribution made.

If any part of the proposed agreement does not have your approval or that of the Operator and cannot be altered within your delegated authority, the original and all copies are to be returned to this office, together with the proposed changes for consideration.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

Enclosure

APPROVED:

G. T. BAROCH (GTB)

Member, Bureau of Mines

N. E. Nelson (NEN)

Member, Geological Survey

SPHOLT:foc 12-11-58
cc to: Code 400
Director's Read. File
Operating Comm.
FT. REG. II
R. W. Holliday, USBM
T. H. Kiilsgaard, USGS

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
12-4	Holt	400
12-4	Martin	400
		140
		140

December 4, 1958

MEMORANDUM

To: Associate Solicitor, Division of Mineral Resources

From: Division of Iron and Ferro-Alloys, OME

Subject: Preparation of Termination Agreement
Docket No. DMEA 4768 - Tungsten
Albert P. Decker
Adamson Mine
Inyo County, California
Contract No. Idm-E1138

Attached is a rough draft of a proposed Termination Agreement for the above-captioned contract for your use in preparing it in final form.

This contract was executed October 3, 1957. Owing to the latness of the season, and the severe winter weather to be expected at that altitude (12,800 feet), the date for commencement of the work was set as prior to July 15, 1958, and a period of 12 months, or until October 3, 1958, was allowed for completion of the project.

SOLICITOR

DEC 4 1958

INTERIOR DEPT.

The operator, except for some access road repair work not reimbursable as such under the contract, did not start work on the project prior to July 15, 1958, but requested an extension of the starting date to August 15, 1958, and of the completion period to November 16, 1959.

Amendment No. 1, executed August 1, 1958, extended the completion date to 24 months from the date of the contract, or to October 3, 1959, but, through an oversight, the date for commencement of work was not extended to August 15 as requested.

That oversight proved to be of no consequence, since the operator, reportedly because of financial difficulties, did not start work by August 15, and has done no work under the contract since that date, and it is unlikely that it can, or will do, any before next summer.

Under the circumstances, we would be unwilling to extend the starting date into the next year, as that would involve

RECEIVED

DEC - 5 1958

ASSOC. SOLICITOR
MINERAL RESOURCES

8623

starting work under an old DMEA contract at the same time new GMR contracts, with less favorable terms, were commencing work. This could raise a serious question of policy, especially since tungsten is not on the new list of minerals eligible for exploration assistance.

You may agree that a recission might be more suitable in this case.

W. S. MARTIN

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

Attachment

SPHOLT:foc
12-4-58
cc to: Docket
Code 400

TERMINATION AGREEMENT

It is agreed this _____ day of _____, 195___, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government", and Albert F. Decker, hereinafter called the "Operator", parties to that certain Exploration Project Contract No. Idm-E1138 (Docket No. DMEA 4768), dated October 3, 1957, as amended, hereinafter called the "Contract", that:

1. Effective July 15, 1958, the Contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

2. The Government shall contribute only to the fixed unit costs of work performed prior to said effective date.

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

4. The Operator hereby releases and agrees to save the Government harmless from all claims or demands under or arising out of said Contract, except as otherwise provided for in this Termination Agreement.

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

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

THE UNITED STATES OF AMERICA

By _____
Acting Director, Office of Minerals Exploration

_____
Albert F. Decker

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
1605 Evans Avenue
Reno, Nevada

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 10 1958

DATE	INITIALS	CODE
11/10	C	220
		130
11/12	WSM	400

Nov. 7, 1958

Memorandum

To: Operating Committee, OME, ~~Interior Building~~
Washington 25, D. C.

From: Executive Officer, OME Field Team, Region II

Subject: Docket No. DMEA-4768 (Tungsten)
Albert P. Decker
Adamson Mine
Inyo County, California
Contract No. Idm-E 1138
(Your letter, October 31, 1958)

At the time of my memorandum of July 15, 1958, the Operator was repairing the road to subject property. A short time thereafter, from his conversation with our engineer Glenn Gentry, we understood that he expected to start work according to the contract within a reasonable time.

Mr. Decker evidently had no success in financing his participation due to the bleak economic outlook for tungsten. In the meantime, the approach of winter discouraged his further efforts.

Mr. A. J. O'Connell, agent for the Panaminas, Inc., at Bishop, California states that Decker has not complied with the terms of the lease from Panaminas and that it can be revoked at any time, upon a 30-days' notice. Decker has no intention of starting work this year but Panaminas apparently hesitates to revoke the lease, hoping that the work may be done next year if Decker can finance his participation. Mr. O'Connell believes that Panaminas would consider doing the work if Decker could assign the contract to them. Decker is a contractor and possibly feels that he would do the work whether financed by Panaminas or other sources.

Under those circumstances, I do not believe that the contract should be held in abeyance. It is in default, as stated in your letter, and I would suggest that a mutual Termination Agreement be prepared. If not acceptable to Decker, we recommend that it be terminated by the Government under the appropriate Article in the contract.

S. Ricker

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
10/29	Holt	400
10/29	Martin	400
10-30	Chandler	800
10/31	[illegible]	130
"	Johnson	110
		~~100~~
11/3	C	225
		400

OCT 31 1958

Mr. Spangler Ricker
Executive Officer
OME FIELD TEAM, REGION II
1605 Evans Avenue
Reno, Nevada

Re: Docket No. DMEA 4768 - Tungsten
Albert P. Decker
Adamson mine
Inyo County, California
Contract No. Idm-E1138

Dear Mr. Ricker:

The Region II monthly report for September 1958, states that Amendment No. 1 to the above-captioned contract, extending the completion date, has been signed by the operator, and that, owing to the short season and exceptionally heavy snowfall, it is doubtful if work will be started until next summer. We recognize that the property is at an altitude of 12,800 feet.

The amendment omits any statement that it extends the date of starting work on this contract beyond July 15, 1958, the date set by the Field Team in the contract. It was written with the belief, based on your letter of July 15, 1958, that the operator was then repairing access roads so that necessary equipment could be transported to the property. Such work, although not named in Exhibit A, was considered an essential preliminary to the work named in the contract, which is on a fixed unit cost basis.

However, unless the operator has done work prior to July 15, 1958, that is properly chargeable to the project, the contract is now technically in default.

Any information you can give us on this point will be appreciated. If the operator has not started work under the contract would he be satisfied to have it rescinded by mutual agreement?

Sincerely yours,

George C. Selfridge

ACTING Chairman, Operating Committee

APPROVED:

Richard H. Mote

Member, Bureau of Mines

N. E. Nelson

Member, Geological Survey

cc: Code 400

cc to: FT. REG. II
R. W. Holliday, USBM
T. H. Kiilsgaard, USGS

SPHOLT:foc 10-29-58
cc to: Director's Read. File
Oper. Comm.

8623

DMEA FORM 6 REFERENCE SLIP
REV. 12-56 DEFENSE MINERALS EXPLORATION ADMINISTRATION

TO:	INITIALS	DATE
1. Mr. Chambers		
2. ~~Operating Comm.~~		
3. [illegible]		
4.		
5.		

FROM: W. S. MARTIN 10/27

FOR: Check items for action desired

____ Action ____ Reply for signature of ____
____ Approval ____ Investigate ____ Surname
____ Comment ____ Recommendations ____ Signature
____ Conference ____ Rewrite ____ File
____ Instructions ____ Your information

REMARKS:

Legal has been consulted in the drafting of this letter. Does it need further Legal clearance?

Personally Confirmed
JEY

INT.-DUP. SEC., WASH., D.C. M8278

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
10-27	Holt	400
10-27	Martin	400
10-27	Chamlin	800
		130
		110
		100
		225

Mr. Spangler Ricker
Executive Officer
OME Field Team, Region II
1605 Evans Avenue
Reno, Nevada

Re: Docket No. DMEA 4768 - Tungsten
Albert P. Decker
Adamson Mine
Inyo County, California
Contract No. Idm-E1138

Dear Mr. Ricker:

The Region II monthly report for September 1958, states that Amendment No. 1 to the above-captioned contract, extending the completion date, has been signed by the operator, and that, owing to the short season and exceptionally heavy snowfall, it is doubtful if work will be started until next summer. We recognize that the property is at an altitude of 12,800 feet.

The amendment omits any statement that it extends the date of starting work on this contract beyond July 15, 1958, the date set by the Field Team in the contract. It was written with the belief, based on your letter of July 15, 1958, that the operater was then repairing access roads so that necessary equipment could be transported to the property. Such work, although not named in Exhibit A, was considered an essential preliminary to the work named in the contract, which is on a fixed unit cost basis.

However, unless the operator has done work prior to July 15, 1958, that is properly chargeable to the project, the contract is now technically in default.

Any information you can give us on this point will be appreciated, also your opinion as to whether the operator has any serious intention of starting and completing the work, or would be satisfied to have the contract rescinded by mutual agreement.

Sincerely yours,

APPROVED:

Member, Bureau of Mines

Chairman, Operating Committee

Member, Geological Survey

cc to: FT. REG. II
Messrs. R. W. Holliday, USBM
T. H. Kiilsgaard, USGS

SPHOLT:foc 10-27-58
cc to: Code 400
Director's Read. File
Operating Comm.

8623

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

1605 Evans Avenue
Reno, Nevada

August 27, 1958

Memorandum

To: Operating Committee, DMEA, Washington, D.C.

From: Executive Officer, DMEA Field Team, Region II

Subject: Docket No. DMEA-4768 (Tungsten)
Albert P. Decker
Adamson Mine
Inyo County, California
Contract No. Idm-E1138

Enclosed are the Government's and Audit copies of Amendment No. 1 to subject contract, executed by the Operator. The remaining copies have been distributed in the usual manner.

S. Ricker

Attachments

Copy to:
Finance Officer, Region II (with copy of Amendment)
R. M. Smith
Geo. Mavor

ORIGINAL FILE COPY
DMEA
RECEIVED AUG 29 1958
DATE | INITIAL | CODE
8/29 | C | 220
8/29 | WSM | 400

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
1605 Evans Avenue
Reno, Nevada

ORIGINAL FILE COPY
DMEA
RECEIVED AUG 15 1958

DATE	INITIALS	CODE
8/15	H.G.	225
8/18	[illegible]	800
8/18	TRC	400

Aug. 13, 1958

Mr. Albert P. Decker
P. O. Box 388
Bishop, California

Re: Docket No. DMEA-4768 (Tungsten)
Albert P. Decker
Adamson Mine
Inyo County, California
Contract No. Idm-E 1138

Dear Mr. Decker:

Enclosed are the original and four copies of a proposed Amendment No. 1 to the above-referenced contract, signed by the Administrator for the Government.

If the terms and conditions of the proposed amendment are satisfactory, all five copies should be signed by you. The copy marked "Operator's copy" should be retained by you and the original and remaining copies should be returned to this office.

If any part of the amendment does not meet with your approval, the original and all copies should be returned, together with your suggested changes.

S. Ricker

Attachments
SRicker:ft
cc: Opr. Com., DMEA, Wash., D.C. (2)
Finance Office, Region II
GeoMavor
RMSmith
File
Chron

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
7-30	Chapman	400
7-31	Martin	400
8-1	Chamlin	800
		~~130~~
8/1	Johnson	110
1	Stutesday	100
8/4	C	220
		400

Rec 7-31 JC

AUG 4 1958

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

Re: Docket No. DMEA 4768 - Tungsten
Albert P. Decker
Adamson Mine
Inyo County, California
Contract No. Idm-21138

Dear Mr. Ricker:

Enclosed are the original and four copies of a proposed Amendment No. 1 to the above-referenced contract, signed by the Administrator for the Government. Two extra copies are enclosed for the use of the Field Team.

If the terms and conditions of the proposed amendment are satisfactory to you and the Operator, all five copies shall be signed by the Operator and the usual distribution made.

If any part of the proposed amendment does not have your approval or that of the Operator and cannot be altered within your delegated authority, the original and all copies are to be returned to this office, together with the proposed changes for consideration.

Sincerely yours,

W. S. Martin
ACTING Chairman, Operating Committee

APPROVED:

P. F. Yopes
Member, Bureau of Mines

Thor H. Kiilsgaard
Member, Geological Survey

TLCHAPMAN/dlm 7-30-58
cc to: Code 400
Admr. R. File
Oper. Comm.
FT. REG. II
Messrs. R. W. Holliday, USBM
T. H. Kiilsgaard, USGS

Inclosures

P.S. You should caution the Operator that if he starts he must complete the work and that no further time extension will be given.

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
7-23	Chapman	400
7-23	Martin	400
		140

INTERIOR DEPT.
JUL 25 1958
SOLICITOR

July 24, 1958

MEMORANDUM:

To: Associate Solicitor, Division of Mineral Resources

From: Division of Iron and Ferro-Alloys, DMEA

Subject Preparation of Amendment No. 1
Docket No. DMEA 4768 - Tungsten
Albert P. Decker
Adamson Mine
Inyo County, California
Contract No. Idm-E1138

Attached is a rough draft of an Amendment No. 1 to the above-captioned contract for your use in preparing it in final form.

W. S. MARTIN

W. S. Martin, Director
Division of Iron and Ferro-Alloys

Attachment

TLCHAPMAN/dlm
7-23-58
cc to: Docket
Code 400

8623

EXPLORATION PROJECT CONTRACT
ALBERT P. DECKER
DOCKET NO. DMEA -4768

AMENDMENT NO. 1

It is agreed this _____day of _____, 1958, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Albert P. Decker, that Exploration Project Contract No. Idm-E1138, (Docket No. DMEA-4768), dated October 3, 1957, is amended as follows:

The date fixed for completion of the work as 12 months from the date of the contract (October 3, 1957) is extended to 24 months or October 3,1959.

The maximum period for royalty payments and liens to secure the payments thereof, as specified in Article 6 (b) (2) of the Contract, is extended from ten (10) years to eleven (11) years from the date of the Contract.

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

Executed in quintuplicate the day and year first above written.

ALBERT T. DECKER

By_____

Title_____

THE UNITED STATES OF AMERICA

By _____
Administrator, Defense Minerals
Exploration Administration

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
1605 Evans Avenue
Reno, Nevada

DMEA
RECEIVED JUL 17 1958

DATE	INITIALS	CODE
7/17	J.J.	225
7/17	[illegible]	130
	WSM	400

July 15, 1958

Memorandum

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

From: Executive Officer, DMEA Field Team, Region II

Subject: Docket No. DMEA-4786 (Tungsten)
Albert P. Decker
Adamson Mine
Inyo County, California
Contract No. Idm-E 1138

The operator visited our office on July 11, 1958 and requested that the starting date on subject contract be extended from July 15, 1958 to August 15, 1958 and that the completion date be extended from July 15, 1959 to November 16, 1959.
Should be Oct 3, 1958

Owing to road slides and extremely late summer conditions, an early start on this contract was impossible. The operator is now repairing access road so that the necessary equipment can be transported to the property.

The altitude of the property is 12,800 feet and working season is short. The amendment will give the operator time to move in equipment and not more than two months time on work allotted in contract. It is probable that the work cannot be completed until next working season.

We recommend that an amendment be granted in accordance with the requests of the operator.

S. Ricker

Contract Oct. 3, 57

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
2-10	Chapman	400
2-10	Martin	400
2/11	[illegible]	110
12	[illegible]	100

February 7, 1958

MEMORANDUM

To: Administrator, DMEA

From: Division of Iron and Ferro-Alloys, DMEA

Subject: Summary and Justification of Contract No. Idm-E1138
Docket No. DMEA 4768 - Tungsten
Albert F. Decker
Adamson Mine
Inyo County, California

The Adamson Mine is owned by Panaminas, Inc., 230 Park Avenue, New York, New York, and consists of 10 lode mining claims as follows:

Claim Name	Book No.	Page No.	Remarks
Hawk	56	40	Amended location, patented (1164913)
Hawk No. 1			Patented
Hawk No. 2			Patented
Hawk No. 3			Unpatented
Hawk No. 4			Patented
Hawk No. 5			Unpatented
Blue Jay			Patented
Blue Jay No. 1			Patented
Blue Jay No. 2			Patented
Blue Jay No. 3			Patented

The property is located in Inyo County, California. (Map No. 1).

In 1951 Panaminas, Inc. leased the above-noted property to Northfield Mines, Inc., Eureka, Nevada.

On May 23, 1952, the Defense Minerals Exploration Administration issued Contract No. Idm-E323 (Docket No. DMA-861X), to Northfield Mines, Inc. This project included the Hawk and Hawk No. 1 lode mining claims. (Map No. 1). The total estimated cost of this project with Amendments Nos. 1 and 2, was estimated to be $62,720.00 for 7,000 feet of diamond drilling. The contract was completed in 1953, at cost of $57,360.83, Government participation, 75 percent $43,020.62. The project was certified on March 18, 1954. The estimated ore reserves indicated by the project amounted to 53,467 tons with an average value of 0.80 percent WO_3.

In May 1954, the Northfield Mines, Inc. leased the property to Palmer and Decker, 153 West Line Street, Bishop, California, for operation. Through June 30, 1957, Palmer and Decker had mined 15,178 tons of ore averaging 0.60 to 0.80 percent WO_3. The mining increased the ore reserves by 9,967 tons.

This made a total of 63,434 tons less 15,178 tons mined, leaving a balance of 48,256 tons. Total mined was 22 percent of the 63,434 tons.

Under the Palmer and Decker operation which was closed on November 15, 1956, $21,359.56 in royalties were paid or 49.65 percent of the $43,020.62.

The lease of the Northfield Mines, Inc. with Panaminas, Inc. was terminated on March 29, 1957, and under Subordination Agreement, Panaminas, Inc. is held responsible to pay royalties on production for the balance of $21,661.06 expended by the Government.

On the 3rd day of April, 1957, a lease to the Adamson Mine, Panaminas property was granted to Albert P. Decker (dba) as Palmer and Decker, 136 Vesta Street, Reno, Nevada. (Map No. 1).

Albert P. Decker, on June 14, 1957, applied for exploration assistance on the Blue Jay, Blue Jay No. 1, Blue Jay No. 2 and Blue Jay No. 3 lode mining claims, (Adamson Mine, Map No. 1). The area included in the application is known as the East Ridge area. In 1941-42, Panaminas, Inc. mined and shipped 7,000 tons of ore. In 1955-56, Palmer and Decker with Kerback-McCutchen Company mines and shipped approximately 6,000 tons of ore averaging about 1.00 percent WO_3.

A field examination was requested on July 5, 1957, but an examination had already been made in October 1956, by B. H. Sheahan, Bureau of Mines, and D. B. Tatlock, Geological Survey. A contract was recommended.

The Defense Minerals Exploration Administration issued Contract No. Idm-E1138 (Docket No. DMEA 4768) on October 3, 1957, for 750 feet of drifting and crosscutting at an estimated cost of $32,100.00, Government participation 75 percent, $24,075.00.

Being at a high altitude and an area of severe winters work is scheduled to start on or before July 15, 1958.

The Field Team advises that scheelite ore occurs in this area in two zones about 150 feet apart. Ore reserves are estimated as follows:

Ore Reserves

		Tons	Percent WO_3	Units
Class East Ridge ore body Measured		4,800	1.0	4,800
		3,750	0.3	1,120
Indicated		9,600	1.0	9,600
		7,500	0.3	2,250
Inferred		24,000	1.0	24,000
		18,700	0.3	5,600
	Totals	38,400	1.0	38,400
		29,950	0.3	8,970

East ore body	Tons	Percent WO_3	Units
Measured:	750	3.0	2,250
Indicated	1,050	2.0	2,100
Inferred	1,800	2.0	3,600
Total	3,600	2.2	7,950

Summary and Justification

The ore occurrences of the Hawk ore bodies and the East Ridge ore bodies are similar. The estimated ore reserves should produce a significant tonnage of ore and units of WO_3.

Past work and production indicate that the ore on the East Ridge area is of a good grade. While it may be possible to selectively mine and ship a relatively small tonnage of high grade ore that will pay at the present metal prices, indications are that the main ore bodies would necessitate a substantial increase in prices for profitable mining.

The Commodity Divisions of the Geological Survey, and the Bureau of Mines, concur in the conclusions and recommendations of the Field Team. This Division also believes that exploration of this property as approved in the subject contract, is warranted.

W S Martin

W. S. Martin, Director
Division of Iron and Ferro-Alloys

Bill Martin: Where do we stand on original contract? - Spent $43000 - got back $21,000. New contract covers same ground? or different? If different, does Decker have lease on both parcels? Looks like considerable one left under orig. contract. Should we have made recital in new contract carrying over balance unpaid?

Claim Trial Bal. to accompany the Summary of Judgment

RD

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
1605 Evans Avenue
Reno, Nevada

OFFICIAL FILE COPY
DMEA
RECEIVED OCT 17 1957

DATE	INITIALS	CODE
10/17	B	220
10/18	B	215
		400

October 15, 1957

Memorandum

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

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

Subject: Docket No. DMEA-4768 (Tungsten)
Albert P. Decker
Adamson Mine
Inyo County, California
Contract No. Idm-E 1138

Please refer to your letter of October 3, 1957 transmitting to this office the original and four copies of a proposed contract and consent to lien forms.

The contract and consent to lien forms have been executed by the Operator and one copy retained by him. Disposition has been made of Finance Office and Field Team copies, and the original and Audit copies are being returned to you herewith.

Because it will be impossible to reach the mine before July 1, 1958 and because considerable road work is anticipated before the exploration can be started, the starting date has been filled in as July 15, 1958. This implies that an extension of time will be required to complete the project.

Roscoe M Smith

Roscoe M. Smith,
Acting Executive Officer

Attachments

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
10/1	Chapman	400
10/1	Martin	400
10/2	[illegible]	130
"	Johnson	110
"	Gutteridge	100
10/3	B	220
10-2	Chamber	800
		400

OCT 3 1957

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

Re: Docket No. DMEA 4768 - Tungsten
Albert P. Decker
Adamson Mine
Inyo County, California

Dear Mr. Ricker:

Enclosed are the original and four copies of a proposed contract for an exploration program at the above-referenced property, signed by the Administrator for the Government, together with Annex I (1 page), Consent to Lien and Subordination Agreement, Exhibit A (2 pages) and 4 maps. Two extra copies of Exhibit A and the Annex and maps are enclosed for the use of the Field Team.

If the terms and conditions of the proposed contract are satisfactory to you and the Operator, all five copies should be signed by the Operator, and the usual distribution made.

If any part of this proposed contract does not have either your approval or that of the Operator and cannot be altered within your delegated authority, the original and all copies are to be returned to this office, together with the proposed changes for consideration.

Sincerely yours,

George C. Selfridge
(by [illegible])
Chairman, Operating Committee

APPROVED:

P. F. Yopes
(by [illegible])
Member, Bureau of Mines

W. P. Williams
(by [illegible])
Member, Geological Survey

TLChapman/dlm 10-1-57
cc to: Code 400
Admr. R. File
Oper. Comm.
FT. REG. II
Messrs. R. W. Holliday, USBM
T. H. Kiilsgaard, USGS

Enclosures

P. S. Reduction in costs is due mainly to changing estimate of Field Team's 3 feet per shift to 3.5 feet per shift, and figuring cost of operation on a two shift per day operation on account of short working season.

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
9-18	Chapman	400
9-18	Martin	400
		140

September 17, 1957

MEMORANDUM

To: Associate Solicitor, Division of Mineral Resources

From: Division of Iron and Ferro-Alloys, DMEA

Subject: Preparation of proposed contract
Docket No. DMEA 4768 - Tungsten
Albert P. Decker
Adamson Mine
Inyo County, California

Attached is a rough draft of proposed contract for your use in preparing in final form.

W. S. MARTIN
W. S. Martin, Director
Division of Iron & Ferro-Alloys

Attachment

TLChapman/dlm 9-17-57
cc to Code 400

5284

8623

EXPLORATION PROJECT CONTRACT
ALBERT P. DECKER
DOCKET NO. DMEA - 4768

EXHIBIT "A"
Description of the Work

The following maps are attached to this exhibit:

Figure 1, Index Map of Inyo County, California

Figure 2, Ridge and East Ore Bodies, Adamson Mine, Inyo County, California

Figure 3, Section A-A' looking East and Section B-B' looking North, Adamson Mine, Inyo County, California

Figure 4, Map showing claims, outlined in green, held by lease from Panaminas, Inc., by the Applicant.

From a point as indicated on figures 2, 3 (Section A-A') and 4 drive a 600 foot adit northerly on the Ridge tactite zone.

From a point as indicated on figures 2, 3 (Section B-B') and 4 about 50 feet from end of adit drive a crosscut approximately 150 feet easterly to intersect the east tactite zone.

The adit and crosscut shall be timbered as necessary, and shall be a minimum of 5 feet by 7 feet in the clear. It is estimated the timbering will amount to 200 feet, and the Government reserves the right to add additional timbering if necessary.

All mineralized zones shall be sampled and assayed for WO_3.

Estimated Cost of the Project
Fixed Unit Costs

Adit and crosscutting 750 feet at $40.00/ft.	$30,000.00	
Timbering 200 feet at $8.50/ft.	1,700.00	
Assaying 100 samples at $4.00 each	400.00	
Total estimated cost of project	~~400.00~~	$32,100.00
Government participation 75 percent		$24,075.00

Due to short working season at high altitude and in order to complete project in one season the work should be carried on two shifts per day and costs are based on such operation.

EXPLORATION PROJECT CONTRACT
ALBERT P. DECKER
DOCKET NO. DMEA 4768
ANNEX I

The land referred to in Article 2 of the contract form consists of four patented lode mining claims, the Blue Jay, Blue Jay No. 1, Blue Jay No. 2 and Blue Jay No. 3 (Patent No. 1164913) located in the Pine Creek Mining District, approximately 29 miles west of Bishop, Inyo County, California. Attached is Figure 4 showing claims outlined in green.

The property is held by the Applicant under an Agreement of Lease, dated April 3, 1957, from Panaminas Inc., the owners of the same claims. This Agreement of Lease is for a term of five years and at the option of the Lessor may be extended for an additional two years.

MF-200A
(Rev. April 1956)

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

DMEA No.	*Commodity*	*Contract No.*	*County*	*State*
4763	Tungsten	*Idm–E*	Inyo	California

It is agreed ....., between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Albert P. Becker

whose mailing address is 136 West Street, Reno, Nevada

hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) This contract is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF–200A), the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before ....., and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within 12 months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $ 32,100.00. The Government will contribute ..... percent of the fixed unit cost of the work performed, not exceeding $ 20,075.00, in accordance with the provisions of Articles 4 and 5.

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

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: .....

Interests of lessors

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

Agreement of lessor

(c) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing

in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

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

ARTICLE 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(a) Operator's records.—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

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

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

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

ARTICLE 6. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered a sufficient final report (see Article 5), may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

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

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *Notices to be given by the Government* may be delivered to the Operator or may be sent by registered mail addressed to the Operator at the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 10. *Changes and added provisions.*—

.....

.....

.....

.....

.....

.....

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

.....
(Operator)

By .....

By .....

.....

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

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-383069

IN REPLY REFER TO:

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

Memorandum

September 3, 1957

To: W. S. Martin, Defense Minerals Exploration Administration

From: W. P. Williams, U. S. Geological Survey

Subject: Review of field examination report, DMEA 4768 (tungsten), Albert P. Decker, Adamson mine, Inyo County, California.

The examining team report that geological conditions on the applicant's property are favorable for the presence of important tungsten ore deposits.

The property is near the highly productive Pine Creek mine and is within the same geologic structure. Two deposits are now exposed in open cuts on the claims. An estimated 13,000 tons have been mined from the larger one - the Ridge ore body.

The proposed project, consisting of adit drifting and crosscutting, would seek for downward extensions of the ore known on surface. It appears that the proposal is well founded as the mineralized tactite zones in the area are known to have good persistence and continuity with depth.

I believe the application should be approved because the chances for success appear to be good. I recommend approval of a DMEA contract as outlined in the examining team's report.

W. P. Williams

W. P. Williams

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DATE	INITIALS	CODE
9/4	Q	220
9/4	WSM	400

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DMEA
RECEIVED AUG 30 1957

DATE	INITIALS	CODE
8/30	C	220
9/3	WSM	400

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
1605 Evans Avenue
Reno, Nevada

August 22, 1957

Memorandum

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

From: Executive Officer, DMEA Field Team, Region II

Subject: Docket No. DMEA-4768 (Tungsten)
Albert P. Decker
Adamson Mine, Blue Jay Claim
Inyo County, California
(Your letter, July 5, 1957)

Enclosed are three copies of a report by D. B. Tatlock, Geological Survey, and B. H. Sheahan, Bureau of Mines, in which a DMEA exploration loan at a total cost of $37,192.50 is recommended.

Roscoe Smith and I concur in the recommendation.

S. Ricker

Attachments

OFFICIAL FILE COPY
DMEA
RECEIVED AUG 27 1957

DATE	INITIALS	CODE
8/27	C	220
		130
8/30	C	220
9/3	WSG	400

Reviewed by
DMEA OPERATING COMMITTEE
8-30-57
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
FRED A. SEATON, SECRETARY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM
REGION II

OFFICIAL FILE COPY
DMEA
RECEIVED AUG 27 1957

DATE	INITIALS	CODE
		130
		220

On Site EXAM

APPLICATION REPORT

DMEA-4768 (Tungsten)
Mr. Albert P. Decker
Adamson mine, Blue Jay claim
Inyo County, California

by

B. H. Sheahan
U. S. Bureau of Mines

D. B. Tatlock
U. S. Geological Survey

August 20, 1957

Reviewed by
DMEA OPERATING COMMITTEE
8-30-57
(date)

CONTENTS

	Page
Introduction	1
Conclusions and Recommendations	2
Location, Accessibility, and Local Facilities	3
History and Production	4
Property and Ownership	5
Development	6
Geology	6
Ore Deposits	8
Sampling	10
Ore Reserves	10
Proposed Exploration	12
Exploration Costs	13

ILLUSTRATIONS

Figure 1 . . . . . Index map

2 . . . . . Geologic map

3 . . . . . Sections A-A' and B-B'

INTRODUCTION

Mr. Albert P. Decker, 136 Vesta Street, Reno, Nevada, applied June 14, 1957 for Government assistance in a $35,572.50 program under the Defense Minerals Exploration Administration, docket DMEA-4768, to explore for tungsten at the Blue Jay claim of the Adamson (Panaminas) mine, Pine Creek mining district, Inyo County, California.

A field examination was requested by the Operating Committee July 5, 1957. An examination had already been made October 8 and 9, 1956 by B. H. Sheahan, U. S. Bureau of Mines, and D. B. Tatlock, U. S. Geological Survey, accompanied by the applicant's partner, Mr. Leonard Palmer of Bishop, California.

A geologic sketch map was made of the main workings in the East Ridge area on the Blue Jay claim and two samples typical of the exposed ore were taken. The exploration proposal was further discussed with Mr. Decker and his representative, Mr. Don Sada, public accountant, at Reno, Nevada.

Northfield Mines, Inc. explored the Hawk and Hawk No. 1 claims of the Adamson mine in 1952-1953 with Government assistance, docket DMA-861X, contract Idm-E323.

CONCLUSIONS AND RECOMMENDATIONS

The geologic probability of making a significant discovery of scheelite-bearing tactite at the East Ridge of the Adamson mine is good. The property is near the northern end of the highly productive Pine Creek mine and within the same general geologic structure.

Scheelite occurs in two separate ore bodies about 120 feet apart. In the Ridge ore body fine- to medium-grained crystals are disseminated in a steeply-dipping tactite bed 30 feet wide and 120 feet long that has been mined in an open cut to a depth of 30 feet. In the East ore body irregular pods of scheelite as much as five inches across occur in a mass of quartz-diopside rock 15 feet wide and 50 feet long which has not been mined because of inaccessibility.

It is inferred that these ore bodies will persist to depths of 200 feet and 50 feet respectively and that reserves total 70,000 tons averaging 0.7 percent WO_3.

Because of its precipitous location, access to the deposit is difficult and mining operations are costly. The Ridge ore body could be explored by diamond drilling. However, exploration by drifting and crosscutting would yield more positive and significant information.

We recommend that the Government participate in a program to explore the two bodies by 750 feet of drifting or crosscutting at a total cost of $37,192.50, of which the Government's share at 75 percent would be $27,894.38.

LOCATION, ACCESSIBILITY, AND LOCAL FACILITIES

The East Ridge deposit of the Adamson mine, Pine Creek mining district, is in projected section 30, T. 6 S., R. 30 E., M.D.B.&M., Inyo County, California. The property is on Wheeler Crest of the Sierra Nevada in an area of rugged topography and at an altitude of 12,800 feet.

To reach the property from Bishop, California, follow U. S. Highway 395 northwesterly 9.4 miles, turn left and follow paved road 10.6 miles westerly to the Union Carbide Nuclear Company's Pine Creek mill (altitude 7,900 feet), turn right and follow a steep, unsurfaced private road 8 miles northerly to the portal of the 1300 level (altitude 11,400 feet) on the Hawk claim of the Adamson mine, turn right and follow a very steep tractor trail (grades 30 percent) one mile easterly to the East Ridge deposit (altitude 12,800 feet). The last mile of road is steep and rough and a four-wheel-drive vehicle is required. The road is frequently closed by rock slides resulting from wind, rain, or snow. The operating season at the property is from about July to October.

Bishop is the nearest source of labor, supplies, and living accommodations. The only surface improvement is the ruins of an old tramway terminal. Water is available on the Hawk claim, and must be transported one mile to the East Ridge deposit. The high altitude and difficult accessibility results in low operational efficiency.

HISTORY AND PRODUCTION

The claims were located by Don Adamson of Bishop, California, in 1941. Panaminas, Inc. commenced mining operations in 1942 and an aerial tramway was constructed from a point near the main 1300 level to the East Ridge area where approximately 7,000 tons of ore was mined from an open cut along an outcrop of scheelite-bearing tactite. In December 1943 the tramway was destroyed by a snow slide. Operations were suspended and the mine was idle until 1952, when Northfield Mining Company, Inc., 230 Park Avenue, New York 17, New York, started further exploratory work under DMA-861X, contract Idm-E323. Diamond drilling on the Hawk and Hawk No. 1 claims was successful and the project was certified March 18, 1954. The independent diamond drilling contractor, Palmer and Decker Co. of Bishop became familiar with the mine, obtained a lease, and produced 15,178 tons of ore from the Hawk and Hawk No. 1 claims from 1954 to 1956.

In 1955-1956, with Kerback-McCutchen Co., trucker, they constructed an access tractor trail to the Blue Jay claim on Wheeler Ridge and produced 6,000 tons of additional ore averaging 1.0 percent WO_3 from an existing trench on the Blue Jay claim.

The price of tungsten decreased and mining operations were suspended at the end of the season in October 1956. In 1957 the property was idle.

PROPERTY AND OWNERSHIP

The land included with the application consists of four lode mining claims held by Panaminas, Inc., 230 Park Avenue, New York 17, New York. A lease agreement, dated April 3, 1957, between the owner and Albert P. Decker, is for a five-year period. A copy of the lease, the Owner's Consent to Lien (MF-205), and property maps are contained in the application.

The Adamson mine consists of the following ten lode mining claims which are recorded at Independence, Inyo County, California:

Claim Name	Book	Page	Remarks
Hawk	56	40	Amended location. Patented claim. Included with DMA-861, Idm-E323.
Hawk No. 1	56	41	" " " " " " "
Hawk No. 2			Patented claim.
Hawk No. 3			Unpatented claim.
Hawk No. 4			Patented claim.
Hawk No. 5			Unpatented claim.

Claim Name	Book	Page	Remarks
Blue Jay			Patented claim (No. 1164913), included with DMEA-4768.
Blue Jay No. 1			" " " " " "
Blue Jay No. 2			" " " " " "
Blue Jay No. 3			" " " " " "

The site of exploration proposed under the present application is on the Blue Jay claim.

DEVELOPMENT

The main working is an open cut trench along the strike of the tactite zone on Wheeler Crest (fig. 2). This trench is approximately 250 feet long, 30 feet deep, and 18 feet wide. Open cut mining has about reached a practical limit because of dilution of broken ore resulting from blasting and the sloughing of wall rock. Future operations will require underground mining methods.

Several shallow prospect pits and cuts have been excavated in the vicinity of the main trench and on adjacent claims.

GEOLOGY

The Ridge and East ore bodies are on the glaciated crest of the Sierra Nevada at the northeast end of the Pine Creek pendent in a contact zone between marble and intrusive granite and quartz diorite. The bedding in the marble is perpendicular to the intrusive

contact. In the vicinity of the ore bodies the pendant is from 250 to 400 feet wide. It is made up chiefly of metamorphosed argillaceous and arenaceous sedimentary rocks of Paleozoic or Triassic age which strike north and dip vertically to steeply west. These now consist mainly of thin-bedded, fine-grained hornfels but comprise some impure quartzite and a few beds of tremolite schist. A thin lenticular bed of marble, five to 30 feet thick, and at least 800 feet along the strike, is interstratified in the hornfels near the crest of the ridge. The northernmost 650 feet of this bed has been altered to garnet-diopside tactite. The Ridge ore body is at the north end of this tactite zone (fig. 2).

The metasedimentary rocks are intruded by quartz diorite and granite of Late Jurassic or Early Cretaceous age. The quartz diorite, slightly older than the granite, contains about 20 percent of biotite and hornblende and is readily distinguished from the granite which contains about 5 percent of dark minerals. The tactite is cut off to the north by the quartz diorite and is separated from quartz diorite and granite on the west by 15 to 100 feet of hornfels and on the east by 200 to 300 feet of hornfels and schist. At depth the near vertically-dipping tactite bed is probably cut off by granite, the most likely source of the tungsten. The general contact between

the granitic rocks and the metamorphic rocks appears to dip south, as has been shown by Lemmon[1/] (fig. 2).

1/ Lemmon, Dwight M., 1941, Tungsten Deposits in the Sierra Nevada near Bishop, California: USGS Bull. 931-E, p. 83, pl. 15.

The East ore body is on a cliff face about 120 feet east of, and 150 feet below, the ridge in a small mass of quartz-diopside rock about 50 feet long and 15 feet wide. It is separated from granite on the north and east by about 100 feet of hornfels and schist.

A quartz vein from 5 to 15 feet wide in hornfels trends north between the Ridge and East ore bodies.

ORE DEPOSITS

In the Ridge ore body scheelite occurs as fine- to medium-grained crystals disseminated in a near vertically-dipping tactite bed for 350 feet south from the contact with quartz diorite (fig. 2). The ore zone, as exposed in the open cut, is from four to 22 feet thick, and is estimated to average about 0.6 percent WO_3, grading from about 1.3 percent WO_3 at the north end to less than 0.1 percent WO_3 70 feet south of the open cut. The tactite, with a little molybdenite but no scheelite, extends another 300 feet south, but is poorly exposed owing to talus cover (Lemmon, 1941). The molybdenite content at

the north end of the body is negligible. Gangue minerals are chiefly garnet and diopside with lesser amounts of epidote, quartz, and pyrite. A trace of chalcopyrite, and possibly bornite, are found in a few specimens.

The best ore, averaging 1.1 percent WO_3 over an average width of 17 feet and along a strike length of 120 feet, is at the north end of the tactite bed, in contact with, and close to, the granitic intrusive (fig. 2). The grade becomes progressively lower to the south and is estimated to be about 0.3 percent WO_3 across an average width of 10 feet at the south end of the open cut.

The depth beneath the ore croppings to granitic rock probably averages more than 200 feet; the ore shoot appears to plunge southward along the contact. Throughout the Pine Creek pendant the ore shoots are surprisingly continuous, especially in their vertical dimensions.

In the East ore body (about 120 feet east of the Ridge ore body and 120 feet below the floor of the open pit), scheelite occurs as large, irregular masses as much as five inches across in a body of quartz diopside rock about 50 feet long and 15 feet wide. Samples taken by Mr. D. B. Adamson indicate that the body contains 3 to 5 percent WO_3 but the difficulty in obtaining a representative sample in this type of ore body is obvious (Lemmon, 1941, p. 92).

SAMPLING

Check samples from the bottom of the main trench represent the grade of the ore that was being mined. Sample locations are indicated on attached map, figure 2.

Sample No.	Width, feet	Percent WO_3	Description
S-541	12.0	0.90	Scheelite-bearing tactite, horizontal cut normal to strike.
S-542	16.0	1.14	Scheelite-bearing tactite, horizontal cut normal to strike.

The average grade of 6,000 tons of ore mined from the deposit in 1956 was approximately the same as the average grade of the two samples.

ORE RESERVES

Class	Tons	Percent WO_3	Units
Ridge ore body:			
Measured	4,800	1.0	4,800
	3,750	0.3	1,120
Indicated	9,600	1.0	9,600
	7,500	0.3	2,250
Inferred	24,000	1.0	24,000
	18,700	0.3	5,600
Totals:	38,400	1.0	38,400
	29,950	0.3	8,970
East ore body:			
Measured	750	3.0	2,250
Indicated	1,050	2.0	2,100
Inferred	1,800	2.0	3,600
Totals:	3,600	2.2	7,950

Ridge ore body:

Reserves in the Ridge ore body have been calculated for two south-plunging ore shoots separated only by an assay boundary arbitrarily set at about 0.5 percent WO_3. The higher grade shoot, averaging 1.0 percent WO_3, is at the north end of the tactite zone and follows the south-plunging intrusive contact. It averages 16 feet in thickness and extends for 120 feet along the strike. Measured reserves of 4,800 tons are calculated to a depth of 25 feet below the floor of the open cut. Indicated reserves of 9,600 tons are calculated to a depth of 75 feet, and inferred reserves of 24,000 tons to a depth of 200 feet.

The lower grade shoot, averaging 0.3 percent WO_3, parallels to the south the higher grade shoot. It averages 10 feet in thickness and extends 150 feet along the strike. Measured reserves of 3,750 tons are calculated to a depth of 25 feet below the floor of the open cut. Indicated reserves of 7,500 tons are calculated to a depth of 75 feet, and inferred reserves of 18,700 tons to a depth of 200 feet.

East ore body:

Measured reserves in the East ore body of 750 tons averaging 3.0 percent WO_3 are contained in a block 50 feet long, 15 feet thick, and 10 feet deep. Indicated reserves of 1,050 tons and inferred

reserves of 1,800 tons, averaging 2.0 percent WO_3, extend to depths of 25 and 50 feet respectively (Lemmon, 1941, p. 92).

PROPOSED EXPLORATION

Applicant's Proposal:

The applicant proposes to explore the Ridge ore body by driving an adit northward 600 feet in the tactite bed from a point about 300 feet south of, and 125 feet below, the open cut. He proposes to explore the East ore body by crosscutting from the adit eastward 150 feet.

Field Team's Proposal:

It is proposed that the Ridge ore body be explored by driving an adit northward for 600 feet in the tactite bed from the south end of the tactite outcrop, about 350 feet south of, and 180 feet below, the open cut (fig. 3, Section A-A'). It is proposed that the East ore body be explored by crosscutting from the adit eastward 150 feet (fig. 3, Section B-B').

Exploration at a depth of 180 feet below the open cut, rather than 125 feet, as proposed by the applicant, will afford a position from which to cut the East ore body at a depth of 50 feet below its outcrop, and so more thoroughly explore it. It will also allow for exploring the entire length of the tactite bed as exposed on the surface.

Drilling is not recommended because of the near inaccessibility of drill sites on the flanks of the ridge, especially on the east flank, and the constant danger of rock slides triggered by diurnal freezing and thawing.

EXPLORATION COSTS

The work consists of driving 750 feet of drifts or crosscuts, 5 feet by 7 feet in section and timbered as required.

average rate of advance: ~~3.00~~ 3.5 feet per shift
time: 250 shifts, or ten months
operating equipment: to be furnished by applicant

		Cost/lin.ft. of drift
(1)	Supervision, Engineering, and Labor	
	Superintendent @ $500.00/mo. 5 months	~~$6.67~~ 9.33
	3 Miners @ $20.88/day	20.88 17.88
(2)	Operating Materials and Supplies	
	Power, fuel oil, and lubricants	$3.00 3.00
	Explosives-powder and detonators	4.23 4.23
	Track, 16 lb. rail, ties, spikes, fish plates, and bolts 2nd price	1.06 1.06
	Pipe: 2 inch air line and 1 inch water line Salvage 50%	0.75 .50
	Drill steel and bits	0.95 1.50
	Ventilation tube, 8 inch 35% Salvage	0.80 .52
	Lights-carbide	0.12 .12
	Timber @ $80.00/M, 50 ft. timbered	0.47

(3) Operating Equipment--owned and to be furnished by the applicant

	Value
1 Air compressor, 315 c.f.m.	$10,500.00
1 Mucking machine, 21B	2,800.00
2 Mine cars, 1-ton capacity	300.00
2 Pneumatic rock drills	1,400.00
1 Air locomotive	1,800.00

	Value	Cost/lin.ft. of drift
1 Water tank	250.00	
1 Lot hoses and msc. tools	475.00	
1 Blower and motor	300.00	
1 Truck, 1-1/2 ton, 4-wheel dr.	1,000.00	
1 Truck, 3/4 ton, personnel carrier	2,000.00	
Total:	$ 20,825.00	
Allowable depreciation: $347.08/mo. 6 mo.		$ 4.62 2.78

(4) Rehabilitation and Repairs

None $ 0.00

(5) New Buildings, Improvements, etc.

None $ 0.00

(6) Miscellaneous

(a) Industrial compensation insurance, Liability, Federal Social Security, 16.5 percent of ~~$20,660~~ 621.23 $ 4.54 3.50

(b) Repair and maintenance of operating equipment $ 1.50 (estimated) 1.50

Total cost per foot . . . . . $49.59 (39.94) Say 40.00

Cost of project, 750 ft. @ ~~$49.59~~ 40.00/ft. . . . . 30,000 . . . . . $37,192.50

Tanks 2 @ 8.50 ft. 1,700 Blower, Hoses & misc. 400 32,000

Government's share at 75 percent $27,894.38

Applicant's share at 25 percent . . . . . $ 9,298.12

Gov't - 24,075

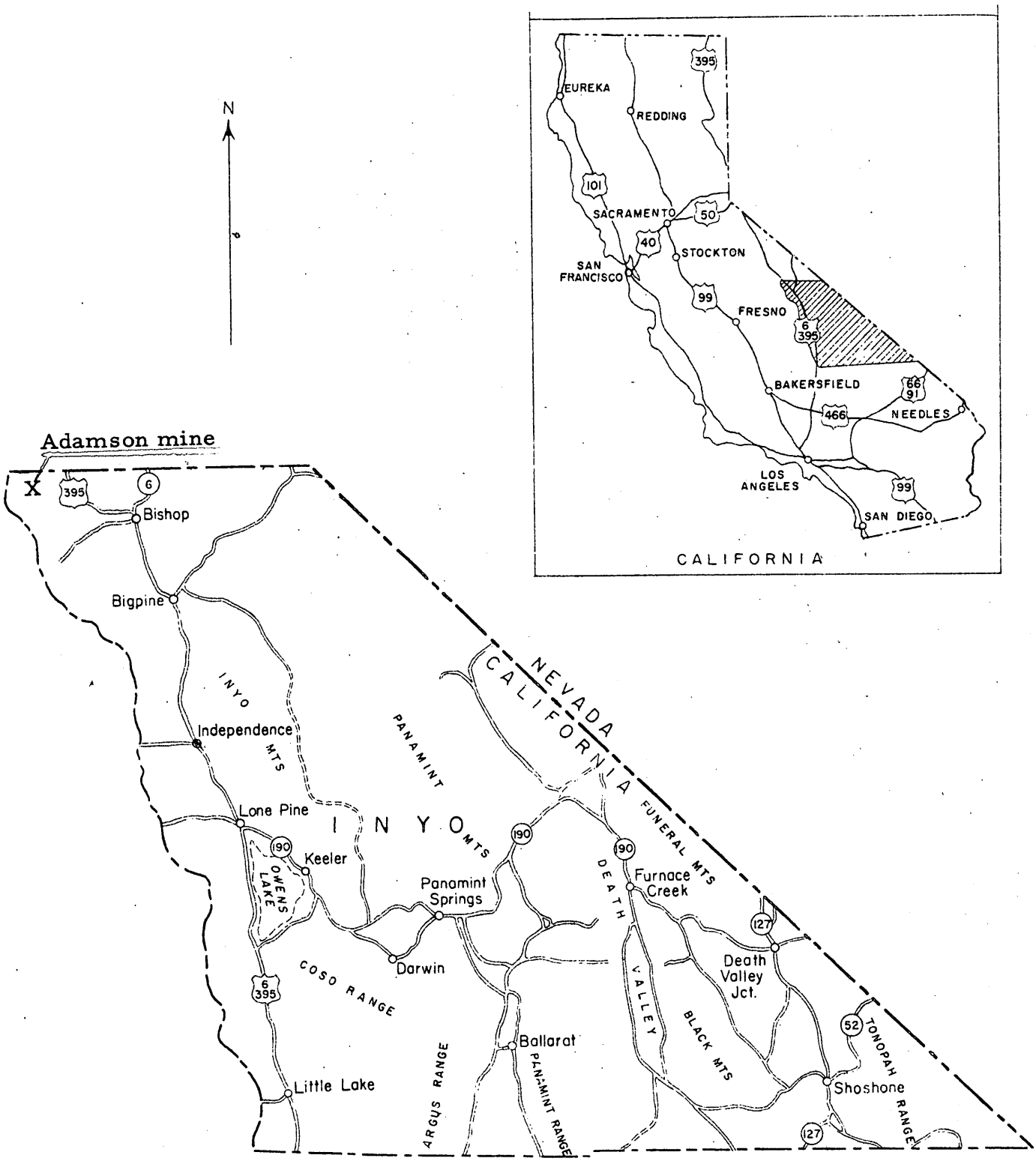


Figure I. INDEX MAP OF INYO COUNTY, CALIFORNIA

0 25 50 75 Miles

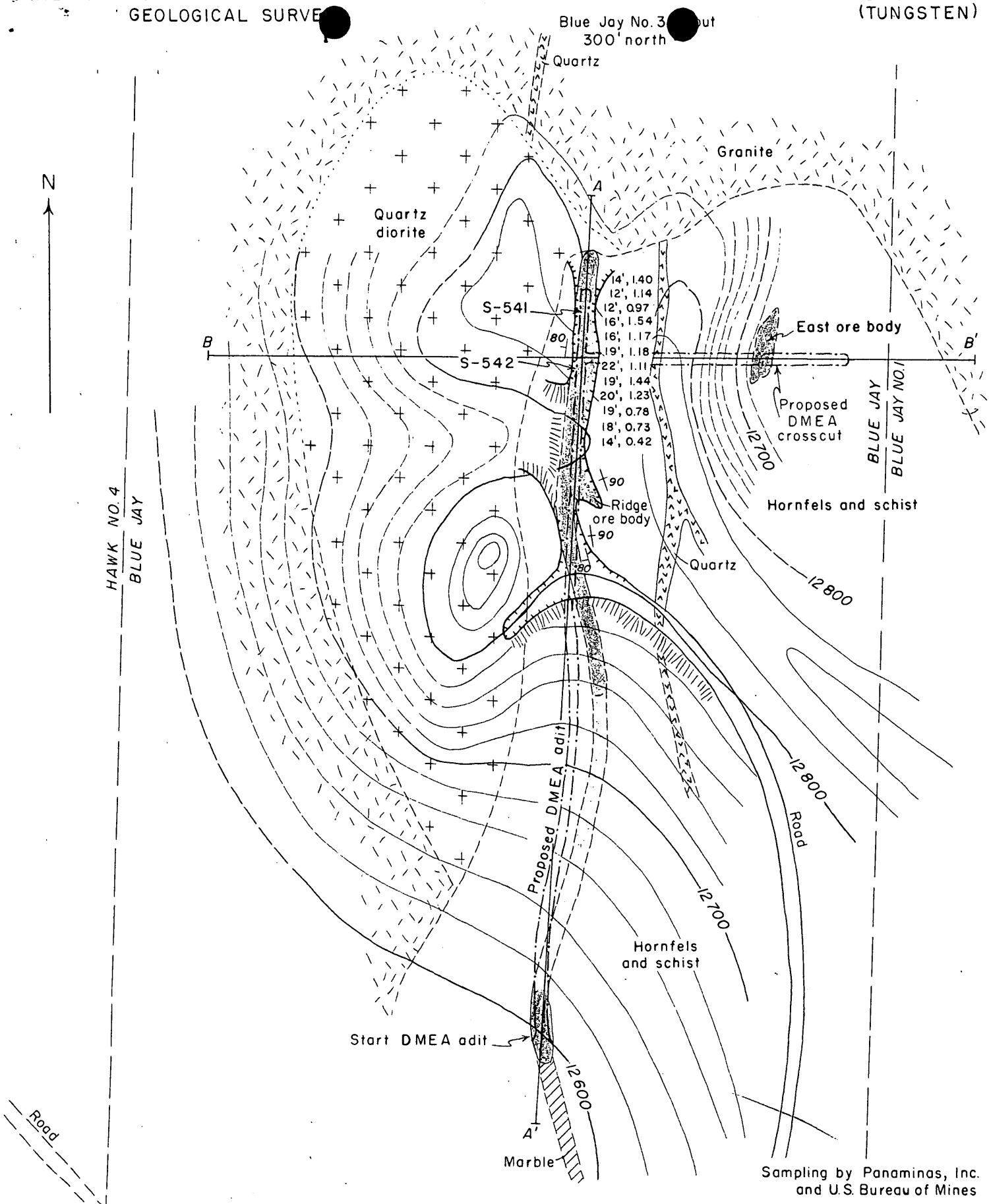
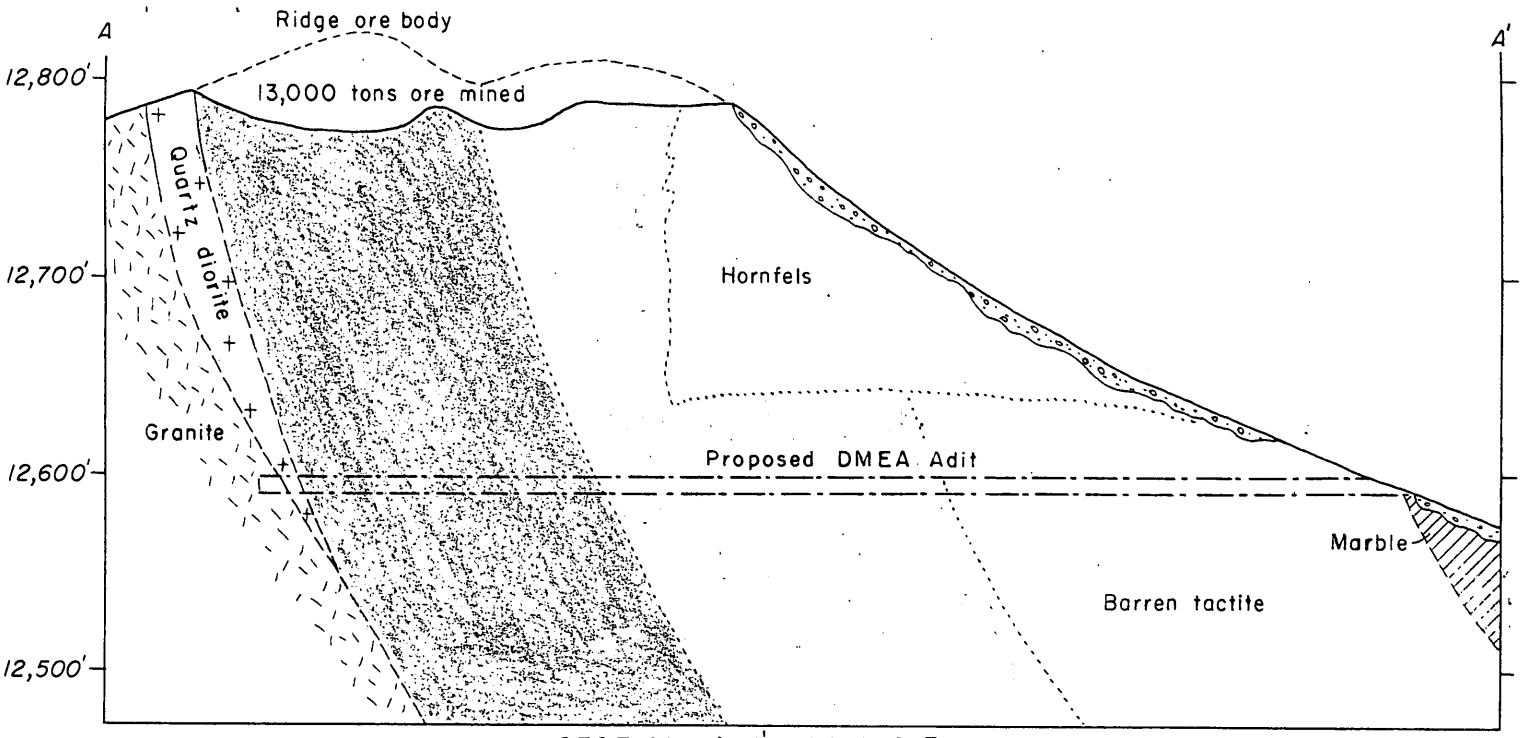


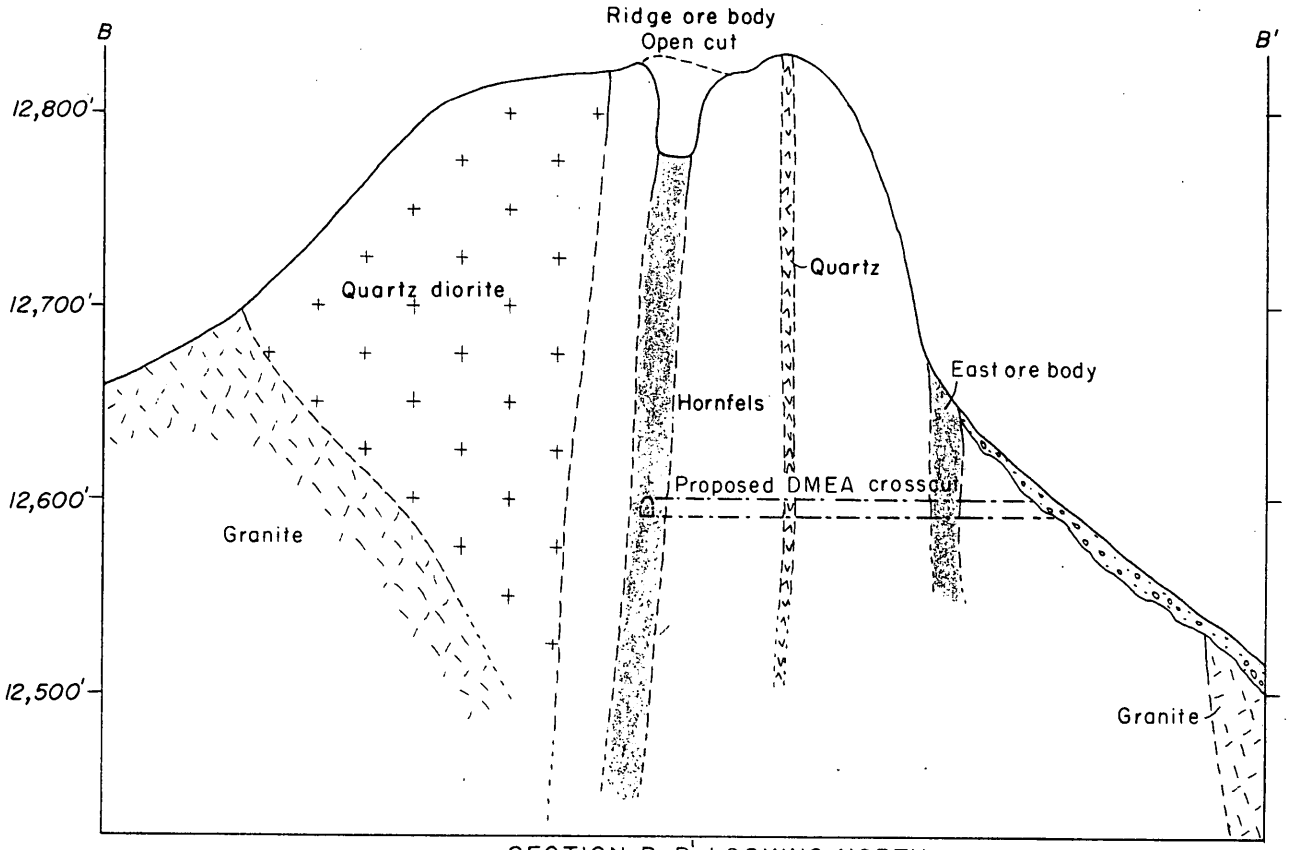
Figure 2. RIDGE AND EAST ORE BODIES, ADAMSON MINE
INYO COUNTY, CALIFORNIA

0 100 200 300 Feet

Contour interval 20 feet



SECTION A-A' LOOKING EAST



SECTION B-B' LOOKING NORTH

Figure 3. ADAMSON MINE, INYO COUNTY, CALIFORNIA

0 100 200 300 Feet

DMEA Form 7
(12-56)

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Date	Surname	Code
7-3	Chapman	400
7/5	GCS	130
		~~110~~
5	Hartenden	100
7/8	C	210
		400

JUL - 5 1957

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

Re: Docket No. DMEA 4768 - Tungsten
Albert F. Decker
Adamson Mine
Inyo County, California

Dear Mr. Ricker:

The above-docketed application for exploration assistance is being referred to your office for review or a field examination of the property if considered necessary.

Copies of memoranda dated June 28 and July 2, 1957, by N. E. Nelson, Geological Survey, and R. W. Holliday, Bureau of Mines, respectively, relating to the project are enclosed. Also enclosed is an extra copy of the application for the use of the Field Team.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

APPROVED:

O. M. Bishop (GCS)
Member, Bureau of Mines

N. E. Nelson (GCS)
Member, Geological Survey

Enclosures

TLChapman/dlm 7-3-57
cc to : Docket
Code 400
Admr. R. File
Oper. Comm.
FT. REG. II
Messrs. R. W. Holliday, USBM
T. H. Kiilsgaard, USGS

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
7-3	Chapman	400
7/5	Selfridge	130
		~~130~~
7/5	Nelson	130
5	Ekseen	~~170~~
"	Mittendorf	100
		220
		400

JUL - 5 1957

Mr. Albert P. Decker
136 Vesta Street
Reno, Nevada

7/5 OMBishop (130)

Re: Docket No. DMEA 4768 - Tungsten
Adamson Mine
Inyo County, California

Dear Mr. Decker:

The above-docketed application for exploration assistance for tungsten ores has been reviewed by the Division of Iron and Ferro-Alloys, of the Defense Minerals Exploration Administration, and referred to Mr. Spangler Ricker, Executive Officer, DMEA Field Team, Region II, 1605 Evans Avenue, Reno, Nevada, for review or a field examination of the property if considered necessary.

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

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

TLChapman/dlm 7-3-57
cc to : Docket
Code 400
Admr. R. File
Oper. Comm.
FT REG. II
Messrs. R. W. Holliday, USBM
T. H. Kiilsgaard, USGS

8623

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 2 1957

DATE	INITIALS	CODE
4 5	C	220
		400

Date July 2, 1957

DMEA Contract No. 4768

Commodity Tungsten

Name of applicant Albert P. Decker

Name of property Adamson Mine

Location of property Northfield Mines, Inc.
Inyo County, California

Estimated cost of proj

W. S. Martin, Chief, Iron and Ferroalloys Division - DMEA

Through: Chief, Branch of Ferrous Metals & Ferroalloys

R. W. Holliday, Commodity Specialist
Branch of Ferrous Metals & Ferroalloys

Application

1. Application received from applicant, 6-20-57 2. Info received by July 1, 1957

3. Is the property known to revisors: Yes [ ] [X]

4. Is the property known to inspectors: Yes [X] No [ ]

5. Is the property in current production: Yes [X] No [ ]

6. Other property known to be known to revisors: Yes [ ] No [X]

7. Applicant's comments, see above

Detailed in application

8. Are the mining problems consideration:
a. Location [ ]
b. Ownership [ ]
c. Existence of mineralization [ ]
d. Geology [ ]
e. Proposed exploration method [X]
f. Alternate exploration method [ ]
g. Costs [ ]
h. _____ [ ]

9. Action taken:
a. Obtain information from applicant [ ]
b. Refer to Field Team [X]
c. Reject [ ]
d. Refer this to Field Team [ ]
e. Disagree with Field Team [ ]
f. Suggest alternate plan [ ]
g. Request cooperation [ ]
h. Approval [ ]
i. Consult with Mr. _____ at _____ office.

10. Remarks: (Use back of page if necessary)

The application should be referred to the Field Team for recommendation.

R W Holliday
R. W. Holliday

IN REPLY REFER TO:

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

GENERAL FILE COPY
DMEA
RECEIVED
DATE

6/28	RC	220 400

June 28, 1957
Re: DMEA 4768
Albert P. Decker
Adamson Mine
Inyo County, Calif.
$35,572.50 - Tungsten

Memorandum

To: W. S. Martin, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of application

The applicant requests assistance in exploring by drifting and crosscutting the possible downward extensions of scheelite-bearing tactite zones and a quartz vein.

The applicant is presently mining by open cut, the southerly end of a long tactite zone. The proposed drift work would explore the zone at shallow depth (125 feet) the tactite zone and the crosscuts would explore another tactite zone and could crosscut the quartz vein if present.

Referral of the application to the Field Team is recommended.

N. E. Nelson

N. E. Nelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
Washington 25, D. C.

June 27, 1957

Mr. Albert P. Decker
136 Vesta Street
Reno, Nevada

Subject: DMEA-4768
Re: Exploration Assistance

Dear Mr.Decker:

Your application for exploration assistance, dated June 14, 1957 submitted to our office at Reno, Nevada has been assigned Docket Number DMEA-4768 and referred to the Iron & Ferro Alloys Division in the Washington office. Kindly identify all future correspondence relating to your application by this Docket Number.

Sincerely yours,

Allen S. Dakan, Chief
Operations Control and
Statistics Division

Copy to: Region II

3571

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

DMEA 4768

INTERIOR DEPT.
JUN 24 1957
SOLICITOR

June 21, 1957

MEMORANDUM

To: Associate Solicitor, Division of Mineral Resources

From: Division of Iron and Ferro-Alloys, DMEA

Subject: Referring to new application for exploration assistance in the amount of $35,572.50
Docket No. DMA-861
Northfield Mines, Inc.
Adamson Mine.
Contract No. Idm-E323

Attached is an application for exploration assistance on the above-noted Adamson Mine. Mr. Decker, the applicant, desires a new contract.

Please advise us whether we may write a new contract, or must consider that the present contract is in force, and write an amendment.

W. S. Martin

W. S. Martin, Director
Division of Iron and Ferro-Alloys

Rubin advises that a new application is in order.

H. Chapman
Acting Director
Division Iron & Ferro-Alloys

RECEIVED
JUN 27 1957
ASSOC. SOLICITOR
MINERAL RESOURCES

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6-21	Chapman	400
6-21	Martin	400
		140

June 21, 1957

MEMORANDUM

To: Associate Solicitor, Division of Mineral Resources

From: Division of Iron and Ferro-Alloys, DMEA

Subject: Referring to new application for exploration assistance in the amount of $35,572.50
Docket No. DMA-861
Northfield Mines, Inc.
Adamson Mine.
Contract No. Idm-E323

Attached is an application for exploration assistance on the above-noted Adamson Mine. Mr. Decker, the applicant, desires a new contract.

Please advise us whether we may write a new contract, or must consider that the present contract is in force, and write an amendment.

W S Martin
W. S. Martin, Director
Division of Iron and Ferro-Alloys

TLChapman/dlm 6-21-57
cc to : Docket
chron

8623

MF-205
(Combines and supercedes M[illegible] 01 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of INYO, State of CALIFORNIA, described as follows: 2/

Four patented lode mining claims, Blue Jay, Blue Jay No. 1, Blue Jay No. 2 and Blue Jay No. 3 (Patent No. 1164913), located in the Pine Creek Mining District, approximately 29 miles west of Bishop, California.

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

NONE

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

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

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: NONE (State "None" or "See Annex No.____")

Dated this 2nd day of MAY, 1957.

PANAMINAS, INCORPORATED

By John Haynes Baker [Seal] 230 Park Ave., New York, N.Y. [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

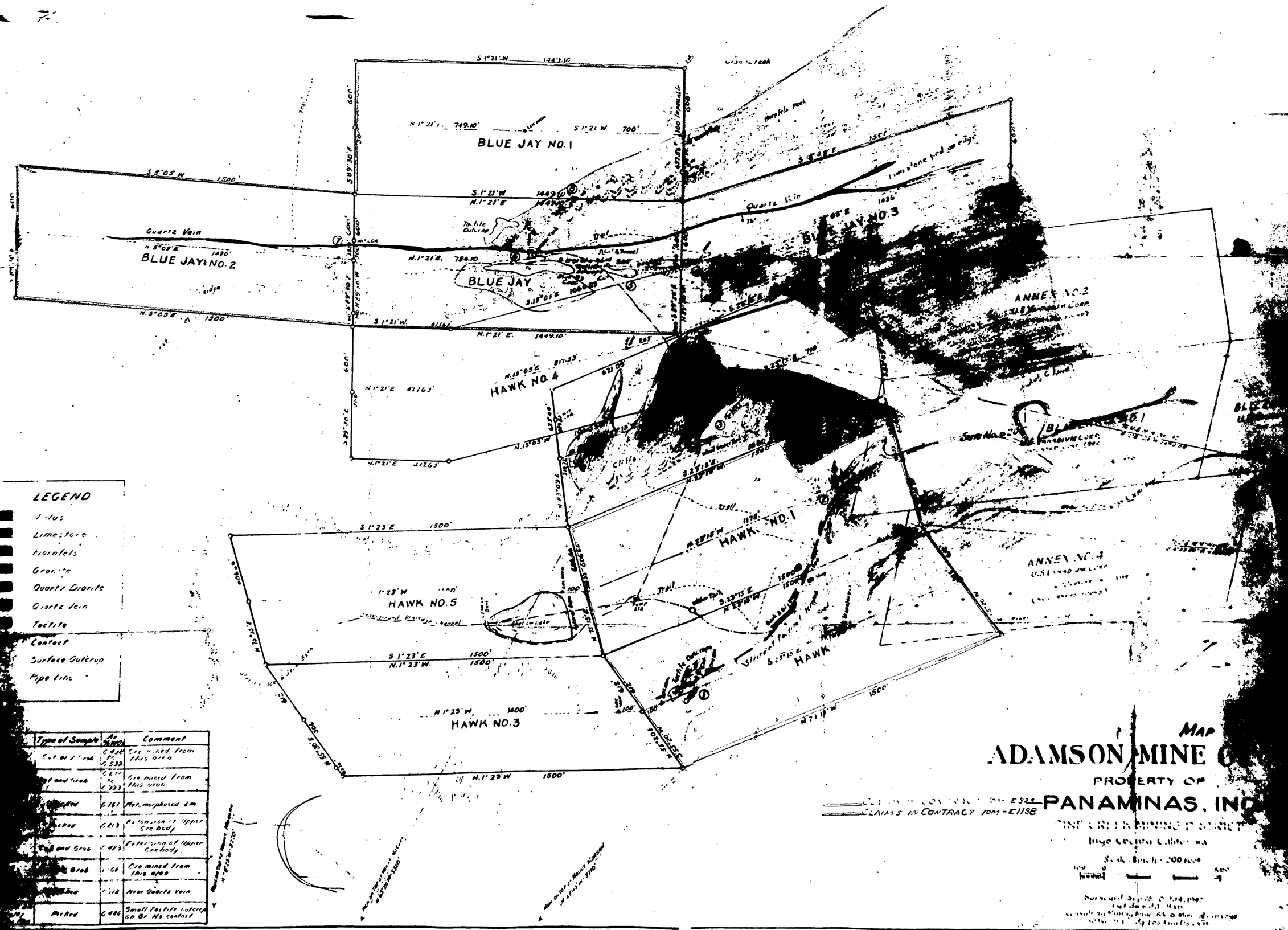
_____ [Seal] _____ [Address]

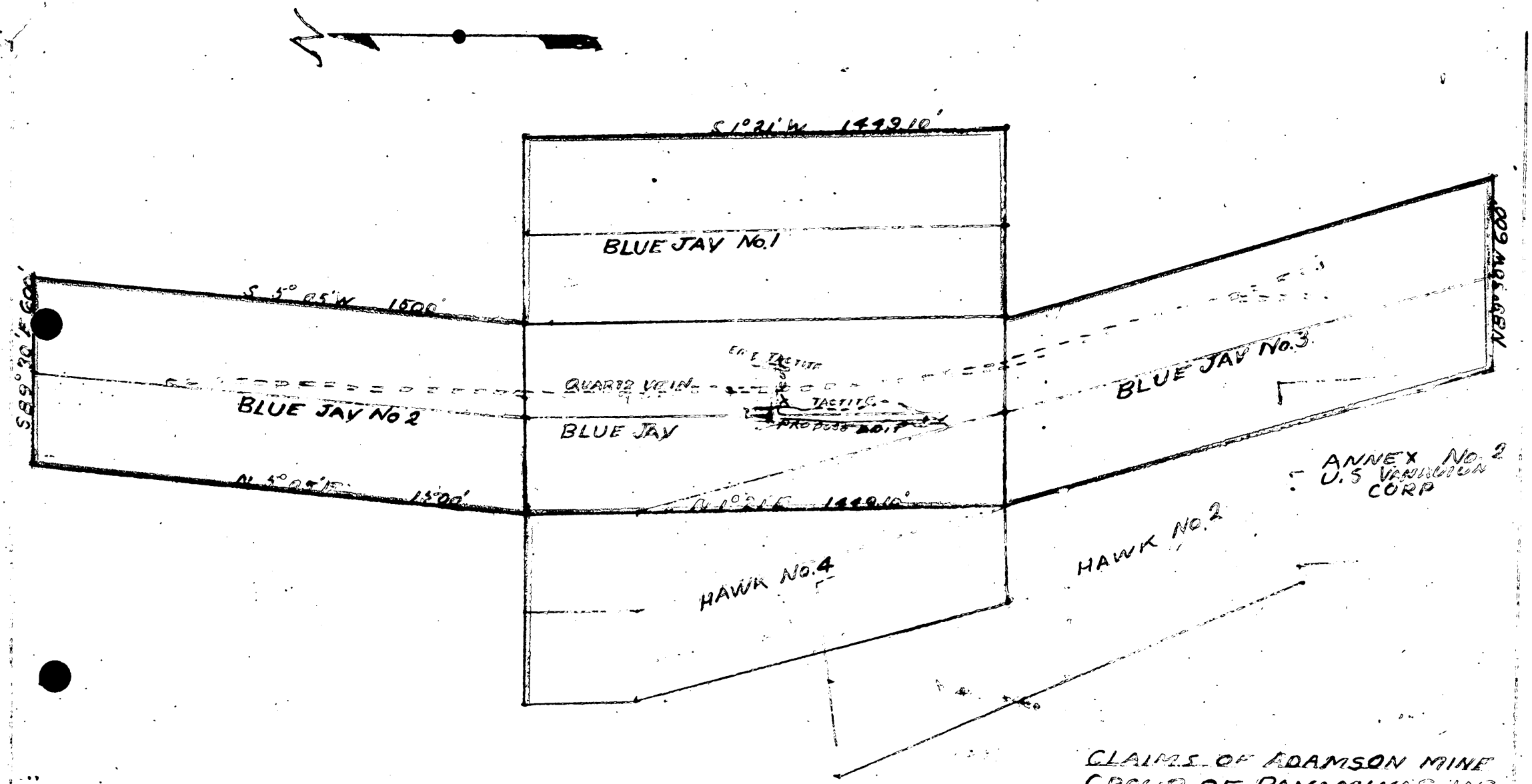
_____ [Seal] _____ [Address]

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

_____
[Corporate Seal]

APPLICANT: Albert P. Iecker, 136 Vesta St., Reno, Nevada


BLUE JAY NO. 1
BLUE JAY NO. 2
BLUE JAY NO. 3
BLUE JAY
HAWK NO. 1
HAWK NO. 3
HAWK NO. 4
HAWK NO. 5
HAWK
ANNEX NO. 2
ANNEX NO. 4
Quartz Vein
Quartz Vein
Tactite Outcrop
Trail
LEGEND
Talus
Limestone
Hornfels
Granite
Quartz Diorite
Quartz Vein
Tactite
Contact
Surface Outcrop
Pipe line
Type of Sample
Comment
Ore mined from this area
Ore mined from this area
Metamorphosed Lm
Extension of Upper Ore body
Extension of Upper Ore body
Ore mined from this area
New Quartz Vein
Small Tactite outcrop on Gr Hs contact
MAP
ADAMSON MINE
PROPERTY OF
PANAMINAS, INC
CLAIMS IN CONTRACT 10M-E1138
Inyo County California
Scale Inch = 200 feet



CLAIMS OF ADAMSON MINE GROUP, OF PANAMINAS INC UNDER LEASE TO ALBERT P. DECKER.

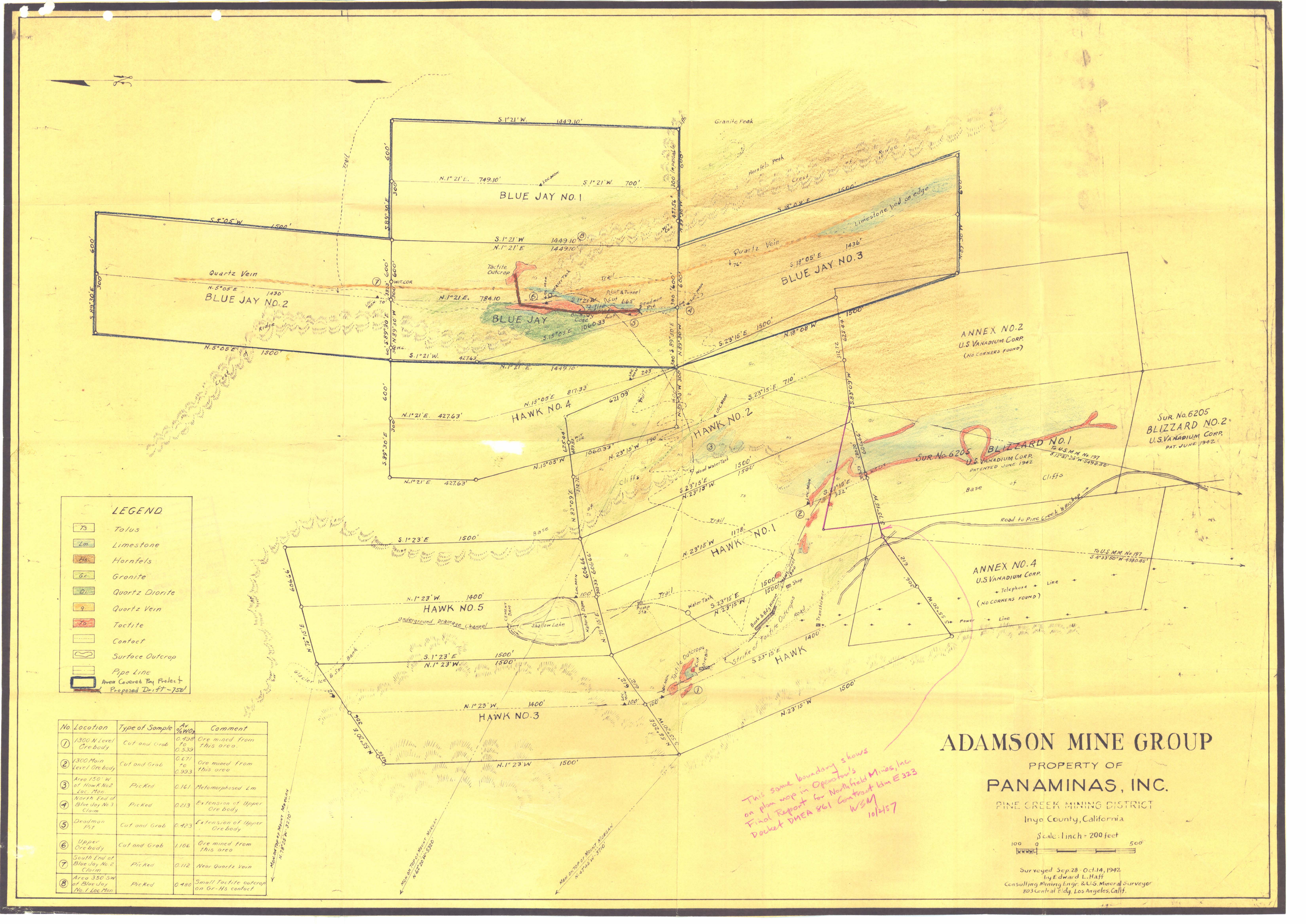
INYO COUNTY CALIF

SCALE 0' 100' 200' 400' 800'

FIGURE 4

OFFICIAL FILE COPY
DOMEA
RECEIVED OCT 17 1957

DATE	INITIALS	CODE



LEGEND

- Ts — Talus
- Lm — Limestone
- Hn — Hornfels
- Gr — Granite
- Qd — Quartz Diorite
- q — Quartz Vein
- To — Tactite
- Contact
- Surface Outcrop
- Pipe Line
- Area Covered Pay Project
- Proposed Drift - 750'

No	Location	Type of Sample	Av. %WO3	Comment
1	1300 N. Level Ore body	Cut and Grab	0.438 to 0.939	Ore mined from this area.
2	1300 Main Level Ore body	Cut and Grab	0.671 to 0.993	Ore mined from this area
3	Area 150' W of Hawk No. 2 Loc. Mon.	Picked	0.161	Metamorphosed Lm
4	North End of Blue Jay No. 3 Claim	Picked	0.213	Extension of Upper Ore body
5	Deadman Pit	Cut and Grab	0.423	Extension of Upper Ore body
6	Upper Ore body	Cut and Grab	1.106	Ore mined from this area
7	South End of Blue Jay No. 2 Claim	Picked	0.112	Near Quartz Vein
8	Area 350' SW of Blue Jay No. 1 Loc. Mon.	Picked	0.480	Small Tactite outcrop on Gr-Hn contact

ADAMSON MINE GROUP

PROPERTY OF

PANAMINAS, INC.

PINE CREEK MINING DISTRICT

Inyo County, California

Scale: 1 inch = 200 feet

100 0 500

Surveyed Sep. 28 - Oct. 14, 1942.
by Edward L. Haff
Consulting Mining Engr. & U.S. Mineral Surveyor
803 Central Bldg. Los Angeles, Calif.