MME Form 9
Rev. Mar. 59

UNITED STATES
DEPARTMENT OF THE INTERIOR
Office of Minerals Exploration

OFFICIAL DOCKET FILE

Contract No. 14-23- 2122 Docket No. MME- 6092

Application
- [ ] Denied
- [ ] Withdrawn

Contract
- [ ] Terminated - Not Certified
- [x] 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
- [x] Certification of Discovery 11/21/63
- [ ] Closing Letter
- [x] Cost Audits 8/20/63; Amended 10/7/63
- [ ] Termination Notice or Agreement
- [ ] Recision Notice
- [x] Assignment of Contract 10/31/69
- xxx[x] Contract Amendments
- [x] Contract with all exhibits and annexes 9-27-60
- [x] Owner's Consent to Lien and Subordination Agreement
- [x] Application and Attachments, as revised 6/14/60

Application dated Feb. 20, 1962

Right Side

- [x] Project Summary (final) 3/10/64
- [x] Work Completed Analysis (final)
- All other material filed in chronological order including the following reports if checked:
- [ ] Field Team Semiannual Report for Certified Project
- [x] Final Field Team Report (Tab)
- [x] Operator's Final Report (Tab) Dec. 1961 8/2/63
- [x] Interim Field Team Reports
- [ ] Operator's monthly reports and all attachments
- [x] On-site Exam. Report (Tab) 8-2-60
- [ ] Settlement Sheets
- [ ] Drill Logs

Additional Folders:

Left Side

Folders No. 2 : Reports
- [ ] Analysis of Semiannual Inspection Reports
- [ ] Project Summary (Interim) by MME Engineers

Right Side

- [ ] Field Team Semiannual Report for Certified Project
- [x] Field Team Interim Reports
- [x] 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

ASSIGNMENT AND AGREEMENT

In consideration of the covenants and conditions hereinafter contained, William R. Noack, a single man, hereinafter referred to as "NOACK" and LORETTO MINING COMPANY, a corporation of the State of Delaware, hereinafter referred to as "COMPANY", agree as follows:

REPRESENTATIONS:

Noack represents that he is the owner of the SUBJECT PROPERTIES free and clear of all liens and encumbrances excepting:

1. $10,000.00 Deed of Trust in favor of C. W. Rodecker et ux together with accured interest and charges;

2. Office of Minerals Exploration, U. S. Government loans in the gross amount of approximately $28,000.00. The initial loan was obtained in 1959 and supplemented with additional amounts at later dates as per O.M.E. records.

3. Reservations and conditions as contained in the patent.

4. Rights of party in possession, easements and rights of way established by use and reservations as indicated by the record title.

Company represents that it desires to acquire the SUBJECT PROPERTIES for the purposes of development and promoting the same, and agrees to assume, pay and hold Noack harmless from all obligations and liabilities in relation on said property as above outlined.

SUBJECT PROPERTIES:

The properties subject to this agreement are situated in the County of Inyo, State of California, and are specifically described as follows:

Eastern Extension No. 1
Eastern Extension No. 2.
Eastern Extension No. 3
Eastern Extension No. 4
Eastern Extension No. 5
Eastern Extension No. 6, Big Pine Mining District;

Neptune
Neptune No. 2
Neptune No. 5
Marlborough
Marlborough No. 3 Lode Mining Claims.
Designated by the Surveyor General as Survey No 5553, embracing a portion of Section 16, 17, 20, and 21 in Township 8 South, Range 37 East of the Mount Diablo Meridian in the Big Pine Mining District, Inyo County, California, as described in patent from United States of America to Loretto Copper Mining Company, recorded June 4, 1952, in Book 97, page 325, Official Records.
The Northwest Quarter, the North Half of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter the East Half of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, and Lots 1 (one), 2 (two), 3 (three), 4 (four), 5 (five), 6 (six) and 7 (seven) of Section Sixteen (16), Township Eight (8) South, Range Thirty-seven (37) East, Mount Diablo Meridian, reserving to the State of California all oil, gas, oil shale, coal, phosphate, sodium, gold, silver, and all other mineral deposits contained in said lands, and further reserving to the State of California, and persons authorized by the State, the right to drill for and extract such deposits of oil and gas or gas to prospect for, mine, and remove such deposits of other minerals from said lands and to occupy and use so much of the surface of said lands as may be required therefor, upon compliance with the conditions and subject to the provisions and limitations of Chapter 5, Part 1, Division 6 of the Public Resources Code, containing five hundred forty-six and eighty-three hundredths (546.83) acres.

PRICE:

Company shall pay to Noack as full consideration for transfer of SUBJECT PROPERTIES the sum of $160,500.00.

PAYMENT OF PURCHASE PRICE:

A. Company may pay the purchase price in full, in cash, together with eight per cent (8 %) interest per annum from the date of this agreement so long as such payment is complete on or before December 31st, 1969; or,

B. At Company's option, which option must be exercised before December 31st, 1969, pay the purchase price by delivering to Noack 290,000 shares

of its common capital stock (10¢ par value) fully paid and free of all encumbrances together with its promissory note in the amount of $30,000.00 carrying interest at the rate of ten per cent (10 %) per annum payable thirty days after demand. As a condition of the exercise of this option, it is agreed that, Company within eighteen months after it receives written demand from Noack will do such things as may be required to render the stock fully negotiable and transferrable in compliance with all rules and regulations of the Securities Exchange Commission, subject only to the limitations that Noack would not market in excess of ten per cent (10 %) of his holdings in any given calendar month, unless the sale was in bulk and under investment conditions.

As a further condition to the exercise of this option, Noack agrees that the stock received by him as of the date of receipt would be held by him and not sold in the general or open market for a period of eighteen months from the date of its receipt; and, that upon the demand of the Corporation, he could execute an escrow agreement to this effect.

ASSIGNMENT AND SALE:

Noack does sell and assign, transfer and convey to Company all right, title and interest in and to subject property, including but not limited to all equipment, buildings, improvements, bins, storage, drifts, extralatural rights and all other things on or relating to said subject properties.

MAINTENANCE - INDEMNITY:

Company agrees that it will maintain the property in as good as a condition as when recieved, reasonable wear and tear accepted, paying all taxes and preforming all assessment and maintenance work required to keep the properties in good and marketable condition.

Company assumes all obligations relating to said property and hold Noack harmless from all obligations direct or indirect arising from said property,

by reason of its occupation of said property or relating to encumbrances to said property.

ASSIGNMENT:

This agreement is assignable.

RECORDING:

This agreement may be recorded and on the request of either party, a short form thereof shall be executed for purpose of recording.

DATE OF POSSESSION AND TRANSFER OF TITLE:

Possession shall transfer as of October 1, 1969.

Within ten days after receipt of the purchase price, Noack shall transfer to Company by deed, the form of which is attatched hereto as an exhibit, all right title or interest in or to said property.

GENERAL:

A defaulting party shall pay all costs, expenses and attorney's fees involved in correcting said default or court actions relating thereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this 15th day of September, 1969, by and under authroity duly vested.

LORETTO MINING COMPANY

By Dwillin L. Davis

Attest: [illegible]

WILLIAM R. NOACK, a single man

William R. Noack

STATE OF CALIFORNIA)
COUNTY OF ~~INYO~~ SANTA CLARA) ss

On this 15 day of September in the year 1969, before me, W. Douglas Curtis, a Notary Public of said State, duly commissioned and sworn, personally appeared WILLIAM R. NOACK, known to me to be the person whose name is subscribed to the within instrument, and as a single man, and acknowledged that he executed the same.

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

W. Douglas Curtis
Notary Public

Resising at:
My commission Expires:

W. DOUGLAS CURTIS
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
MY COMMISSION EXPIRES NOV. 28, 1972

LEDGMENT—Corporation—Wolcotts Form ... Rev. 3-64

OF CALIFORNIA,

OF San Francisco } ss.

ON September 29, 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared Dudley E. Davies, known to me to be the President of the Lovett Mining Company the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

OFFICIAL SEAL
GLADYS S. TIPTON
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires Nov. 21, 1972
...ond St., Rm. 109, San Francisco, Calif. 94107

WITNESS my hand and official seal.

Gladys S. Tipton
GLADYS S. TIPTON
NAME (TYPED OR PRINTED)
Notary Public in and for said State.

OME 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
11/21	Murphy	500
11/21	on leave	500
11/22	Tolbert	800
	Selfridge	130
"	Peck	110
"	[illegible]	100
11/22	Cole	220
		500

UNITED STATES OF AMERICA
CERTIFICATION OF POSSIBLE PRODUCTION
UNDER AN EXPLORATION CONTRACT

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Re: GME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Pursuant to Article 6 of the contract, as amended, referred to above, the Government hereby certifies that mineral or metal production may be possible as a result of the exploration work.

Therefore, royalties shall be paid to the Government as provided in the contract on all production from the land described in the contract from September 27, 1960, to September 27, 1975 or until the sum contributed by the Government is fully repaid with interest, at the rate of 5-3/4 percent per annum, whichever occurs first. * The payment of royalties is secured by a lien upon the land and upon any production therefrom.

Royalty payments should be made in favor of the Office of Minerals Exploration, and should be mailed or delivered to the Field Officer, Office of Minerals Exploration, Region II, 113 Custom House, 555 Battery Street, San Francisco, California. Each payment should be accompanied by two copies of settlement sheets or other suitable sales evidence showing the name of the purchaser, the quantity and grade of the production sold, the price per unit, and the gross proceeds and allowable deductions therefrom. The purchaser should be notified of the Government's royalty on production and directed to pay the royalty, computed as provided in the contract, directly to the Government.

The Field Officer should be promptly notified upon the commencement of any production, and upon any extended cessation thereof.

* The Government's contribution under the terms of the contract amounted to $25,669.97.

43683

Production unsold or unused six months after extraction from the ground should be reported promptly to the Field Officer.

Attention is specifically invited to the provisions of Article 2(c) of the contract referring to the preservation of the Government's royalty rights. Two true copies of any instrument transferring, surrendering, or encumbering any of said rights shall be furnished to the Field Officer.

Dated this 21st day of November, 1963

THE UNITED STATES OF AMERICA

George Fumich, Jr.

Acting Director, Office of Minerals Exploration

FMMurphy/mm
11/21/63
cc: C. W and Marjorie R. Rodecker, 1404 North Central Ave., Glendale, California
Division of Contract Administration and Audit
Fiscal Section
Director's Reading File
F. E. Johnson
Review Committee
Region II
Docket

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
11/21	Murphy	500
11/21	on leave	500
11/21	Talbitt	800
	Selfridge	420
"	Joel	110
"	Fumich	100
		220
		500

NOV 22 1963

Mr. C. W. Rodecker and
Mrs. Marjorie K. Rodecker
1404 North Central Avenue
Glendale, California

Re: OMK-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. and Mrs. Rodecker:

Enclosed is a copy of a certification of possible production which has been issued pursuant to the terms of the subject contract. This relates to the Lien and Subordination Agreements signed by you on May 6, 1960.

The Government's prior lien on the land and upon any production therefrom will continue in existence for the length of time mentioned in the enclosed copy of certification to the Operator. You are obligated during that period to commit no act and to assert no claim in conflict with the Government's rights under the agreement signed by you, and to give advance notice of the Government's rights to any transferee or lessee of any part of your interest in the land or the production therefrom.

Sincerely yours,

George Fumich, Jr.

ACTING Director

Enclosure

MMerrithew/mm
11/21/63
cc: Director's Reading File
Region II
Docket
Code 500

43683

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

AMENDED REPORT OF REVIEW

I have reviewed the Monthly Reports of:

William R. Noack
5173 Earl Drive
La Canada, California

pertaining to Exploration Contract 14-23-090-2122, OME No. 6092, including Amendments Nos. 1, 2, 3, 4, 5, and 6, for January 15, 1961, to July 20, 1963, inclusive, including an amended report for December 16, 1962, to February 15, 1963, covering a copper project on the Loretto Mine Group of claims, Inyo County, California.

My review included an examination of the Monthly Vouchers (OME Forms 60) and supporting documents, comparison of the claimed costs with the contract and pertinent schedules, confirmation of work performed by reference to reports and correspondence, and a determination of the reasonableness and propriety of the costs.

This review was made in lieu of a final audit of the Operator's accounts and records for the reasons given in the attached schedule.

The findings of this review are stated in the following summary and the attached schedule:

Total cost billed by Operator		$53,407.40
Exceptions:		
Prior to this review	$ -0-	
Herewith	2,067.45	2,067.45
Acceptable cost		$51,339.95

The contract calls for a 50 percent contribution of the allowable costs by the Government. Therefore, if the project is otherwise accepted as having met the terms of the contract, payments as follows are valid and proper:

Payable on audited claim	$25,669.97
Paid to date	24,354.50
Balance due Operator	$ 1,315.47

E. D. Talbert

October 7, 1963 — E. D. Talbert, OME Auditor

Reasons for Report of Review in lieu of a final audit:

(a) a major portion ($40,889.00) of the acceptable costs was under a contract provision for contribution by the Government on the basis of fixed unit costs for work performed;
(b) the Monthly Reports were supported by documentary evidence of the acceptable actual costs under the contract; and
(c) the administrative cost to the Government of an audit would be excessive in relation to the estimated amount of possible exceptions.

Exceptions herewith:

The Operator claimed $4,698.40 for Stage III, whereas the maximum allowable under the contract is an average of $75.17/ft. for the 35 feet of shaft rehabilitated, or a total of $2,630.95; difference disallowed ..... $ 2,067.45

Acceptable cost:

Stage I (Fixed Unit Costs) -	
Shaft rehabilitation, 1 job	$ 8,000.00
Drifting & crosscutting, 600 ft. @ $34.00	20,400.00
Timbering, 10 ft. @ $7.00	70.00
Sample assaying, 50 ea. @ $5.00	250.00
	$28,720.00
Stage II (Actual Costs) -	
Cat. (2) Labor	$ 5,948.00
Cat. (3) Timber & shaft hanger bolts	1,139.90
Cat. (4) Equipment depreciation	380.00
Cat. (7) Payroll taxes & insurance	1,171.48
Less: Excess over contractual maximum	-819.38
	$ 7,820.00
Stage III (Actual Costs) -	
Cat. (2) Labor	$ 3,470.00
Cat. (3) Timber, shaft hanger bolts, fuel	652.77
Cat. (7) Payroll taxes & insurance	575.63
Less: Excess over contractual maximum	-2,067.45
	$ 2,630.95

Stage IV (Fixed Unit Costs) -	
Drifting & crosscutting, 350 ft. @ $34.00	$11,900.00
Timbering, 7 ft. @ $7.00	49.00
Sample assaying, 44 ea. @ $5.00	220.00
	$12,169.00
Total	$51,339.95

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

William R. Noack
5173 Earl Drive
La Canada, California

pertaining to Exploration Contract 14-23-090-2122, OME No. 6092, including Amendments Nos. 1, 2, 3, 4, 5, and 6, for January 15, 1961, to July 20, 1963, inclusive, covering a copper project on the Loretto Mine Group of claims, Inyo County, California.

My review included an examination of the Monthly Vouchers (MME Forms 60) and supporting documents, comparison of the claimed costs with the contract and pertinent schedules, confirmation of work performed by reference to reports and correspondence, and a determination of the reasonableness and propriety of the costs.

This review was made in lieu of a final audit of the Operator's accounts and records for the reasons given in the attached schedule.

The findings of this review are stated in the following summary and the attached schedule:

Total cost billed by Operator		$48,709.00
Exceptions:		
Prior to this review	$ -0-	
Herewith	-0-	-0-
Acceptable cost claimed by Operator		$48,709.00

The contract calls for a 50 percent contribution of the allowable costs by the Government. Therefore, if the project is otherwise accepted as having met the terms of the contract, payments as follows are valid and proper:

Payable on audited claim	$24,354.50
Paid to date	23,757.00
Balance due Operator	$ 597.50

August 20, 1963

E. D. Talbert, OME Auditor

Reasons for Report of Review in lieu of a final audit:

(a) a major portion ($40,889.00) of the acceptable costs claimed by the Operator was under a contract provision for contribution by the Government on the basis of fixed unit costs for work performed;
(b) the Monthly Reports were supported by documentary evidence of the acceptable actual costs under the contract;
(c) acceptable costs of $36,540.00 were covered by an Interim Report of Review dated March 5, 1963; and
(d) the administrative cost to the Government of an audit would be excessive in relation to the estimated amount of possible exceptions.

Acceptable cost claimed by Operator:

Stage I (Fixed Unit Costs) -	
Shaft rehabilitation, 1 job	$ 8,000.00
Drifting & crosscutting, 600 ft. @ $34.00	20,400.00
Timbering, 10 ft. @ $7.00	70.00
Sample assaying, 50 ea. @ $5.00	250.00
	$28,720.00
Stage II (Actual Costs) -	
Cat. (2) Labor	$ 5,948.00
Cat. (3) Timber & shaft hanger bolts	1,139.90
Cat. (4) Equipment depreciation	380.00
Cat. (7) Payroll taxes & insurance	1,171.48
Less: Excess over contractual maximum	-819.38
	$ 7,820.00
Stage IV (Fixed Unit Costs) -	
Drifting & crosscutting, 350 ft. @ $34.00	$11,900.00
Timbering, 7 ft. @ $7.00	49.00
Sample assaying, 44 ea. @ $5.00	220.00
	$12,169.00
Total	$48,709.00

Note: No Stage III costs have been claimed by Operator, although the work of that stage (i.e., rehabilitating the Loretto shaft from the 400 foot level to the 435 foot level) was performed as authorized by Amendments Nos. 2 and 5. The maximum allowable costs (if claimed and adequately substantiated by the Operator, approved by the Acting Field Officer, and found acceptable by this Division) would be 35 feet @ $75.17, or a total of $2,630.95 for such Stage III work.

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

INTERIM REPORT OF REVIEW

I have reviewed the Monthly Reports of:

William R. Noack
5173 Earl Drive
LaCanada, California

pertaining to Exploration Contract 14-23-090-2122, OME No. 6092, including Amendments Nos. 1, 2, 3, and 4, for January 15, 1961, to December 14, 1962, inclusive, covering a copper project on the Loretta Mine Group of claims, Inyo County, California.

My review included an examination of the Monthly Vouchers (Forms NME-60) and supporting documents, comparison of the claimed costs with the contract and pertinent schedules, confirmation of work performed by reference to reports and correspondence, and a determination of the reasonableness and propriety of the costs.

This review was made in lieu of an audit of the Operator's accounts and records for the reasons given in the attached schedule.

The findings of this review are stated in the following summary and the attached schedule:

Total cost billed by Operator		$38,696.09
Exceptions:		
Prior to this review	$ -0-	
Herewith	$2,156.09	2,156.09
Total acceptable cost		$36,540.00

The contract calls for a 50 percent contribution of the allowable costs by the Government. Therefore, if the project is otherwise accepted as having met the terms of the contract, payments as follows are valid and proper:

Payable on audited claim	$18,270.00
Paid to date	18,270.00
Balance due Operator	$ -0-

E. D. Talbert

E. D. Talbert, OME Auditor

March 5, 1963

Reasons for Report of Review in lieu of an audit:

(1) a major portion ($28,720.00) of the acceptable costs was under a contract provision for contribution by the Government on the basis of fixed unit costs for work performed;
(2) the monthly vouchers were supported by documentary evidence of the acceptable actual costs under the contract; and
(3) the administrative cost to the Government of an audit would be excessive in relation to the estimated amount of possible further exceptions.

Exceptions by this review:

Cat. (2)	Supervision & Technical Services, not documented by copy or transcript of payroll ...	$ 960.00
Cat. (3)	Timber, sales tax of 4% not claimed	-34.10
	Pipe, not documented by invoices	96.00
	Fuel, documented by vender's statements which do not indicate items, quantities, or unit prices	160.00
	Shaft Hanger Bolts, documented but not claimed	-61.19
Cat. (7)	Transportation of Materials, documented by vendor's statements not showing items, quantities or unit prices	216.00
Net excess over contractual maximum		819.38
		$2,156.09

Acceptable Costs:

Stage I (Fixed Unit Costs) -		
Rehabilitation of shaft	1 job	$ 8,000.00
Drifting	495 ft. @ $34.00	16,830.00
Crosscutting	105 ft. @ $34.00	3,570.00
Timbering	10 ft. @ $ 7.00	70.00
Samples assayed	50 ea. @ $ 5.00	250.00
Total Stage I		$28,720.00
Stage II (Actual Costs) -		
Cat. (2) Labor		$ 5,948.00
Cat. (3) Timber		886.71
Shaft Hanger Bolts		253.19
Cat. (4) Equipment Depreciation		380.00
Cat. (7) Payroll Taxes & Insurance		1,171.48
		8,639.38
Less: Excess Over Contractual Maximum		819.38
Total Stage II		$ 7,820.00
Total, Stages I and II		$36,540.00

JUL 1963
BUREAU OF MINES
OFFICE OF
MINERALS EXPLORATION
REGION 11

Government's Copy

EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

AMENDMENT NO. 6

It is agreed this 15th day of July, 1963, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and William R. Noack, hereinafter called the "Operator," that Exploration Contract No. 2122 (OME-6092), dated September 27, 1960, as amended, is further amended, effective June 24, 1963, as follows:

1. Paragraph 1 of Amendment No. 5 (dated February 15, 1963) to the contract is amended to extend the period for completion of the work from 33 to 34 months from the date of the contract.

This amendment shall not be construed to increase the fixed unit cost of any item of work, the estimated total cost of the contract, or the aggregate total amount which the Government may be required to contribute.

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By George Turnich
Director, Office of Minerals Exploration

William R. Noack
William R. Noack

Long
App'd. Sol. Off
Hassell
Talbutt
Selfridge
Johnson

Government's Copy

MAR 4 1961
O.M.E.

Long
Assist. Sol. Wil.
Principal
Filbert
Selfridge
Johnson

EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

AMENDMENT NO. 5

It is agreed this 15th day of February, 1963, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and William R. Noack, hereinafter called the "Operator," that Exploration Contract No. 2122 (OME-6092), dated September 27, 1960, as amended, is further amended, effective January 23, 1963, as follows:

1. Paragraph 1 of Amendment No. 2 (dated June 14, 1962) to the contract is amended to extend the period for completion of the work from 30 to 33 months from the date of the contract.

2. Paragraphs 5 and 6 of Amendment No. 2 are amended to delete the term "550-foot level" whenever it appears in said paragraphs and by substituting in lieu thereof the term "435-foot level." It is understood that such description is only approximate and that the precise level position shall be as approved by the Government.

This amendment shall not be construed to increase the fixed unit cost of any item of work, the estimated total cost of the contract, or the aggregate total amount which the Government may be required to contribute.

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By George Turnick Jr.
Director, Office of Minerals Exploration

William R. Noack
William R. Noack

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code

February 15, 1963

Memorandum

To: The Files

From: W. R. Griswold, Chief, Division of Minerals

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

JUSTIFICATION FOR AMENDMENT NO. 5

The January 23, 1963, letter of the Operator and the January 28 memo from the Field detail the unexpectedly high shaft expense in trying to reach the proposed 550 level. Since a new level at 435 feet would, essentially, serve the same exploratory purpose, such a change is being made.

WR Griswold

43683

Government's Copy

EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

AMENDMENT NO. 4

It is agreed this 12th day of September, 1962, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and William R. Noack, hereinafter called the "Operator," that Exploration Contract No. 2122 (OME-6092), dated September 27, 1960, as amended, is further amended, effective December 27, 1961, as follows:

1. Paragraph 1 of Amendment No. 3 (dated July 19, 1962) to the contract, is revised and amended by deleting the item "50 K.W. International Diesel Generator, $3,750.00," and substituting in lieu thereof "90 K.W. Caterpillar D13,000 Diesel Generator, $3,750.00."

2. Article 10, Nondiscrimination, of the Contract, as amended by Paragraph 3 of Amendment No. 2, dated June 14, 1962, and Article 14, of the Contract, as provided for in said Paragraph 3 of Amendment No. 2, are deleted and the following is substituted in lieu thereof as Article 10.

"Article 10. Nondiscrimination. The provisions governing performance of work under Government contracts, as set out in Section 301 of the Executive Order 10925, dated March 6, 1961 (a copy of which is attached hereto as Exhibit B and by reference hereby incorporated and made a part of this contract), shall be applicable to this contract.

"In compliance with the Rules and Regulations (41 CFR, Section 60-1.3(a)) issued under Executive Order 10925 of March 6, 1961, the Operator is hereby bound and agrees to include in each subcontract which it shall make with a subcontractor or supplier paragraphs (1) through (7) of Section 301 of said Executive Order, unless exempted pursuant to the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity.

McPhillamey 9-10-62

App'd. Sol. Off.

Hoch

Bernard Talbot

"The Operator shall require each of its subcontractors (first tier) to include in every subcontract with each of its subcontractors (second tier) the following clause: The (here identify the second-tier subcontractor by name) shall incorporate by reference in each subcontract or purchase order with a subcontractor or supplier paragraphs (1) through (6) of Section 301 of Executive Order 10925 of March 6, 1961, unless exempted pursuant to the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity."

This amendment shall not be construed to increase the fixed unit cost of any item of work, the estimated total cost of the contract, or the aggregate total amount which the Government may be required to contribute.

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

William R. Noack
William R. Noack

Presidential Documents

Title 3—THE PRESIDENT

Executive Order 10925

ESTABLISHING THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY

WHEREAS discrimination because of race, creed, color, or national origin is contrary to the Constitutional principles and policies of the United States; and

WHEREAS it is the plain and positive obligation of the United States Government to promote and ensure equal opportunity for all qualified persons, without regard to race, creed, color, or national origin, employed or seeking employment with the Federal Government and on government contracts; and

WHEREAS it is the policy of the executive branch of the Government to encourage by positive measures equal opportunity for all qualified persons within the Government; and

WHEREAS it is in the general interest and welfare of the United States to promote its economy, security, and national defense through the most efficient and effective utilization of all available manpower; and

WHEREAS a review and analysis of existing Executive orders, practices, and government agency procedures relating to government employment and compliance with existing non-discrimination contract provisions reveal an urgent need for expansion and strengthening of efforts to promote full equality of employment opportunity; and

WHEREAS a single governmental committee should be charged with responsibility for accomplishing these objectives:

NOW, THEREFORE, by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

PART I—ESTABLISHMENT OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY

SECTION 101. There is hereby established the President's Committee on Equal Employment Opportunity.

SEC. 102. The Committee shall be composed as follows:

(a) The Vice President of the United States, who is hereby designated Chairman of the Committee and who shall preside at meetings of the Committee.

(b) The Secretary of Labor, who is hereby designated Vice Chairman of the Committee and who shall act as Chairman in the absence of the Chairman. The Vice Chairman shall have general supervision and direction of the work of the Committee and of the execution and implementation of the policies and purposes of this order.

(c) The Chairman of the Atomic Energy Commission, the Secretary of Commerce, the Attorney General, the Secretary of Defense, the Secretaries of the Army, Navy and Air Force, the Administrator of General Services, the Chairman of the Civil Service Commission, and the Administrator of the National Aeronautics and Space Administration. Each such member may designate an alternate to represent him in his absence.

(d) Such other members as the President may from time to time appoint.

(e) An Executive Vice Chairman, designated by the President, who shall be *ex officio* a member of the Committee. The Executive Vice Chairman shall assist the Chairman, the Vice Chairman and the Committee. Between meetings of the Committee he shall be primarily responsible for carrying out the functions of the Committee and may act for the Committee pursuant to its rules, delegations, and other directives. Final action in individual cases or classes of cases may be taken and final orders may be entered on behalf of the Committee by the Executive Vice Chairman when the Committee so authorizes.

SEC. 103. The Committee shall meet upon the call of the Chairman and at such other times as may be provided by its rules and regulations. It shall (a) consider and adopt rules and regulations to govern its proceedings; (b) provide generally for the procedures and policies to implement this order; (c) consider reports as to progress under this order; (d) consider and act, where necessary or appropriate, upon matters which may be presented to it by any of its members; and (e) make such reports to the President as he may require or the Committee shall deem appropriate. Such reports shall be made at least once annually and shall include specific references to the actions taken and results achieved by each department and agency. The Chairman may appoint sub-committees to make special studies on a continuing basis.

PART II—NONDISCRIMINATION IN GOVERNMENT EMPLOYMENT

SECTION 201. The President's Committee on Equal Employment Opportunity established by this order is directed immediately to scrutinize and study employment practices of the Government of the United States, and to consider and recommend additional affirmative steps which should be taken by executive departments and agencies to realize more fully the national policy of nondiscrimination within the executive branch of the Government.

SEC. 202. All executive departments and agencies are directed to initiate forthwith studies of current government employment practices within their responsibility. The studies shall be in such form as the Committee may prescribe and shall include statistics on current employment patterns, a review of current procedures, and the recommendation of positive measures for the elimination of any discrimination, direct or indirect, which now exists. Reports and recommendations shall be submitted to the Executive Vice Chairman of the Committee no later than sixty days from the effective date of this order, and the Committee, after considering such reports and recommedations, shall report to the President on the current situation and recommend positive measures to accomplish the objectives of this order.

SEC. 203. The policy expressed in Executive Order No. 10590 of January 18, 1955 (20 F.R. 409), with respect to the exclusion and prohibition of discrimination against any employee or applicant for employment in the Federal Government because of race, color, religion, or national origin is hereby reaffirmed.

SEC. 204. The President's Committee on Government Employment Policy, established by Executive Order No. 10590 of January 18, 1955 (20 F.R. 409), as amended by Executive Order No. 10722 of August 5, 1957 (22 F.R. 6287), is hereby abolished, and the powers, functions, and duties of that Committee are hereby transferred to, and henceforth shall be vested in, and exercised by, the President's Committee on Equal Employment Opportunity in addition to the powers conferred by this order.

PART III—OBLIGATIONS OF GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

SUBPART A—CONTRACTORS' AGREEMENTS

SECTION 301. Except in contracts exempted in accordance with section 303 of this order, all government contracting agencies shall include in every government contract hereafter entered into the following provisions:

"In connection with the performance of work under this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor,

state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The contractor will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

SEC. 302. (a) Each contractor having a contract containing the provisions prescribed in section 301 shall file, and shall cause each of its subcontractors to file, Compliance Reports with the contracting agency, which will be subject to review by the Committee upon its request. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Committee may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or other representative of workers, the Compliance Report shall include such information as to the labor union's or other representative's practices and policies affecting compliance as the Committee may prescribe: *Provided*, that to the extent such information is within the exclusive possession of a labor union or other workers' representative and the labor union or representative shall refuse to furnish such information to the contractor, the contractor shall so certify to the contracting agency as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Committee may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent of any labor union or other workers' representative with which the bidder or prospective contractor deals, together with supporting information, to the effect that the said labor union's or representative's practices and policies do not discriminate on the grounds of race, color, creed, or national origin, and that the labor union or representative either will affirmatively cooperate, within the limits of his legal and contractual authority, in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or representative shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement.

SEC. 303. The Committee may, when it deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including the provisions of section 301 of this order in any specific contract, subcontract, or purchase order. The Committee may, by rule or regulation, also exempt certain classes of contracts, subcontracts, or purchase orders (a) where work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (b) for standard commercial supplies or raw materials; or (c) involving less than specified amounts of money or specified numbers of workers.

SUBPART B—LABOR UNIONS AND REPRESENTATIVES OF WORKERS

SEC. 304. The Committee shall use its best efforts, directly and through contracting agencies, contractors, state and local officials and public and private agencies, and all other available instrumentalities, to cause any labor union, recruiting agency or other representative of workers who is or may be engaged in work under government contracts to cooperate with, and to comply in the implementation of, the purposes of this order.

SEC. 305. The Committee may, to effectuate the purposes of section 304 of this order, hold hearings, public or private, with respect to the practices and policies of any such labor organization. It shall from time to time submit special reports to the President concerning discriminatory practices and policies of any such labor organization, and may recommend remedial action if, in its judgment, such action is necessary or appropriate. It may also notify any Federal, state, or local agency of its conclusions and recommendations with respect to any such labor organization which in its judgment has failed to cooperate with the Committee, contracting agencies, contractors, or subcontractors in carrying out the purposes of this order.

SUBPART C—POWERS AND DUTIES OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY AND OF CONTRACTING AGENCIES

SEC. 306. The Committee shall adopt such rules and regulations and issue such orders as it deems necessary and appropriate to achieve the purposes of this order, including the purposes of Part II hereof relating to discrimination in government employment.

SEC. 307. Each contracting agency shall be primarily responsible for obtaining compliance with the rules, regulations, and orders of the Committee with respect to contracts entered into by such agency or its contractors, or affecting its own employment practices. All contracting agencies shall comply with the Committee's rules in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Executive order and of the rules, regulations, and orders of the Committee pursuant hereto. They are directed to cooperate with the Committee, and to furnish the Committee such information and assistance as it may require in the performance of its functions under this order. They are further directed to appoint or designate, from among the agency's personnel, compliance officers. It shall be the duty of such officers to seek compliance with the objectives of this order by conference, conciliation, mediation, or persuasion.

SEC. 308. The Committee is authorized to delegate to any officer, agency, or employee in the executive branch of the

Government any function of the Committee under this order, except the authority to promulgate rules and regulations of a general nature.

SEC. 309. (a) The Committee may itself investigate the employment practices of any government contractor or subcontractor, or initiate such investigation by the appropriate contracting agency or through the Secretary of Labor, to determine whether or not the contractual provisions specified in section 301 of this order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Commitee, and the investigating agency shall report to the Committee any action taken or recommended.

(b) The Committee may receive and cause to be investigated complaints by employees or prospective employees of a government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in section 301 of this Order. The appropriate contracting agency or the Secretary of Labor, as the case may be, shall report to the Committee what action has been taken or is recommended with regard to such complaints.

SEC. 310. (a) The Committee, or any agency or officer of the United States designated by rule, regulation, or order of the Committee, may hold such hearings, public or private, as the Committee may deem advisable for compliance, enforcement, or educational purposes.

(b) The Committee may hold, or cause to be held, hearings in accordance with subsection (a) of this section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this order, except that no order for debarment of any contractor from further government contracts shall be made without a hearing.

SEC. 311. The Committee shall encourage the furtherance of an educational program by employer, labor, civic, educational, religious, and other nongovernmental groups in order to eliminate or reduce the basic causes of discrimination in employment on the ground of race, creed, color, or national origin.

SUBPART D—SANCTIONS AND PENALTIES

SEC. 312. In accordance with such rules, regulations or orders as the Committee may issue or adopt, the Committee or the appropriate contracting agency may:

(a) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this order or of the rules, regulations, and orders of the Committee.

(b) Recommend to the Department of Justice that, in cases where there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in section 301 of this order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the aforesaid provisions.

(c) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Committee as the case may be.

(d) Terminate, or cause to be terminated, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be terminated absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the contracting agency.

(e) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any non-complying contractor, until such contractor has satisfied the Committee that he has established and will carry out personnel and employment policies in compliance with the provisions of this order.

(f) Under rules and regulations prescribed by the committee, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under paragraph (b) of this section, or before a contract shall be terminated in whole or in part under paragraph (d) of this section for failure of a contractor or subcontractor to comply with the contract provisions of this order.

SEC. 313. Any contracting agency taking any action authorized by this section, whether on its own motion, or as directed by the Committee, or under the Committee's rules and regulations, shall promptly notify the Committee of such action or reasons for not acting. Where the Committee itself makes a determination under this section, it shall promptly notify the appropriate contracting agency of the action recommended. The agency shall take such action and shall report the results thereof to the Committee within such time as the Committee shall provide.

SEC. 314. If the Committee shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this order or submits a program for compliance acceptable to the Committee or, if the Committee so authorizes, to the contracting agency.

SEC. 315. Whenever a contracting agency terminates a contract, or whenever a contractor has been debarred from further government contracts, because of noncompliance with the contractor provisions with regard to nondiscrimination, the Committee, or the contracting agency involved, shall promptly notify the Comptroller General of the United States.

SUBPART E—CERTIFICATES OF MERIT

SEC. 316. The Committee may provide for issuance of a United States Government Certificate of Merit to employers or employee organizations which are or may hereafter be engaged in work under government contracts, if the Committee is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading and other practices and policies of the employee organization, conform to the purposes and provisions of this order.

SEC. 317. Any Certificate of Merit may at any time be suspended or revoked by the Committee if the holder thereof, in the judgment of the Committee, has failed to comply with the provisions of this order.

SEC. 318. The Committee may provide for the exemption of any employer or employee organization from any requirement for furnishing information as to compliance if such employer or employee organization has been awarded a Certificate of Merit which has not been suspended or revoked.

PART IV—MISCELLANEOUS

SECTION 401. Each contracting agency (except the Department of Justice) shall defray such necessary expenses of the Committee as may be authorized by law, including section 214 of the Act of May 3, 1945, 59 Stat. 134 (31 U.S.C. 691): *Provided*, that no agency shall supply more than fifty per cent of the funds necessary to carry out the purposes of this order. The Department of Labor shall provide necessary space and facilities for the Committee. In the case of the Department of Justice, the contribution shall be limited to furnishing legal services.

SEC. 402. This order shall become effective thirty days after its execution. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this order and of the rules and regulations of the Committee.

SEC. 403. Executive Order No. 10479 of August 13, 1953 (18 F.R. 4899), together with Executive Orders Nos. 10482 of August 15, 1953 (18 F.R. 4944), and 10733 of October 10, 1957 (22 F.R. 8135), amending that order, and Executive Order No. 10557 of September 3, 1954 (19 F.R. 5655), are hereby revoked, and the Government Contract Committee established by Executive Order No. 10479 is abolished. All records and property of or in the custody of the said Committee are hereby transferred to the President's Committee on Equal Employment Opportunity, which shall wind up the outstanding affairs of the Government Contract Committee.

JOHN F. KENNEDY

THE WHITE HOUSE,
March 6, 1961.

[F.R. Doc. 61-2093; Filed, Mar. 7, 1961; 10:06 a.m.] 90048

MME Form 7.
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code

August 7, 1962

Memorandum to the File

From: S. P. Holt, Mining Engineer
Division of Minerals

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

JUSTIFICATION FOR AMENDMENT NO. 4

After Amendment No. 3 had been prepared, signed by the Director, and submitted to the Operator for signature, the Operator informed the Acting Field Officer, Region II, that the 50 K.W. generator authorized for project use by Amendment No. 3 had been sold because it was found to be too small for the work, and that a 90 K.W. generator had been purchased and installed in its stead.

Amendment No. 4 has been prepared to authorize the use of the larger machine, at no increase in the estimated total cost of the project or the Government's contribution thereto.

Stephen P. Holt

Stephen P. Holt

Government's Copy

EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

AMENDMENT NO. 3

It is agreed this 19th day of July, 1962, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and William R. Noack, hereinafter called the "Operator," that Exploration Contract No. 2122 (OME-6092), dated September 27, 1960, as amended, is further amended, effective December 27, 1961, as follows:

1. Paragraph 6 of Amendment No. 2 (dated June 14, 1962) to the contract, under Exhibit A, Estimated Costs, as to both Stages II and III, Category (4)(c), Operating Equipment, Depreciation, at pages 6 and 7 of Amendment 2, is revised and amended by deleting the items "Mancha trammer with 5 cars, $2,250.00" and "37½ K.W. Generator, $1,500.00" and substituting in lieu thereof "50 K.W. International Diesel Generator, $3,750.00."

This amendment shall not be construed to increase the fixed unit cost of any item of work, the estimated total cost of the contract, or the aggregate total amount which the Government may be required to contribute.

Executed in quintuplicate, the day and year first above written.

THE UNITED STATES OF AMERICA

By George Turnich

McPhillamy 7-18
App'd. Sol. OM.
Holt
Davison
Talbert
Selfridge
Johnson

William R. Noack
William R. Noack

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code

July 16, 1962

Memorandum to the File

From: Stephen P. Holt, Mining Engineer
Division of Minerals

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

JUSTIFICATION FOR AMENDMENT NO. 3

When Amendment No. 2 was submitted to the Operator for signature, he stated that he did not intend to use the Mancha Trammer and cars for Stages II and III work, and that he had been forced to replace the 37½ K.W. generator with one of 50 K.W. capacity.

Considering that the changes in equipment noted are reasonable and to the best interest of the Government, Amendment No. 3 has been prepared to authorize such changes, at no increase in the total cost of the contract or the Government's contribution thereto.

S.P.H.
Stephen P. Holt

43683

Government's Copy

EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

AMENDMENT NO. 2

It is agreed this 14th day of June, 1962, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and William R. Noack, hereinafter called the "Operator," that Exploration Contract No. 2122 (OME-6092), dated September 27, 1960, as amended, hereinafter called the "Contract" is further amended, effective December 27, 1961, as follows:

1. In Article 1 of the Contract, as amended, the period for completion of the work is changed from 15 months from the date of the Contract to 30 months from the date of the Contract. Article 1 (b) of the Contract, as amended, is deleted and the following is substituted therefor:

"(b) The total allowable cost of the work set forth in Exhibit A is $60,910.00. The Government will contribute 50 percent of the allowable costs as they are incurred, in a total sum not in excess of $30,455.00 in accordance with the provisions of Articles 3, 4, 5, and 15. 'Costs incurred' means costs that have been paid or have become due and payable, or that the Government determines have become obligations."

2. In Article 6(b)(2) of the Contract, as amended, the maximum period for royalty payments and the lien to secure the payment thereof is changed from eleven (11) years from the date of the Contract to fifteen (15) years from the date of the Contract.

3. Article 10 of the Contract is deleted and the following is substituted therefor as a new provision of Article 14:

"The provisions governing performance of work under Government contracts, as set out in Section 301 of the Executive Order 10925, dated March 6, 1961 (a copy of which is attached hereto as Exhibit B and by reference hereby incorporated and made a part of this contract), shall be applicable to this contract, and shall be included in all contracts executed by the Operator for the performance of work contemplated by this contract, and for that purpose the term 'contract' shall be deemed to refer to this instrument and to contracts awarded by the Operator and the term 'contractor' shall be deemed to refer to the Operator and to contractors awarded contracts by the Operator."

4. For the purpose of computing allowable costs of work added by this amendment as Stages II, III and IV, the following is added as a new Article 15 of the Contract.

"ARTICLE 15. Costs.--(a) Allowable costs.--The allowable costs of the work to which the Government will contribute are limited to:

"(1) the necessary, reasonable, and direct actual costs that are estimated in Exhibit A by categories as specified in this article; and

"(2) fixed costs for units of work to be performed (per foot, per hour, etc.) agreed upon in lieu of actual costs and set forth in Exhibit A.

"The Government will not contribute to costs under any category or subcategory omitted from the estimate of costs in Exhibit A. Any excess over any estimate which is indicated as the maximum of any category, subcategory, or item, either as to requirement or related cost; any excess over a fixed unit cost; and any excess over the total allowable cost of the work are not allowable. The Operator shall incur such excesses for his own account without contribution by the Government, but the Operator is not obligated to incur more than his agreed percentage of the total allowable cost of the work.

"Any category or subcategory or element thereof not designated as a maximum in this article or in Exhibit A may be exceeded, provided that the total allowable cost of the work, which is a maximum, is not exceeded.

"CATEGORY (1)--INDEPENDENT CONTRACTS.--The total of this category and the average unit cost estimated for each type of work to be performed under an independent contract are maximums.

"CATEGORY (2)--PERSONAL SERVICES.

"Subcategory (a)-- Supervision and Technical Services--All elements of this subcategory (number of supervisors, technicians, outside consultants, periods of employment, rates of pay, and total) are maximums.

"Subcategory (b)--Labor.

"CATEGORY (3)--OPERATING MATERIALS AND SUPPLIES.--Includes such items as drill bits and steel, explosives, fuel, pipe, power, timber, rail, and small tools costing less than $50 each.

"CATEGORY (4)--OPERATING EQUIPMENT.

"Subcategory (a)--Rental.--The number of each rented item [6 mine cars, 1 truck], the rate of rental [$100 per month, $5 per hour], and the total of this subcategory are maximums.

"Subcategory (b)--Purchases.--The total of this subcategory is a maximum.

"Subcategory (c)--Depreciation.-- All elements of this subcategory (time periods, rate of depreciation, and subcategory total) are maximums.

"CATEGORY (5)--INITIAL REHABILITATION AND REPAIRS.--Costs of items listed under this category include all requirements, such as labor, materials and supplies, and supervision at a rate not higher than provided for in Category (2), and shall not be duplicated under any other category. The total of this category is a maximum.

"Subcategory (a)--Initial rehabilitation and repairs of existing buildings, fixtures, and installations (exclusive of mine workings). -- The total of this subcategory is a maximum.

"Subcategory (b)--Initial rehabilitation and repairs of operating equipment.--The total of this subcategory is a maximum.

"CATEGORY (6)--NEW BUILDINGS, FIXTURES, AND INSTALLATIONS (EXCLUSIVE OF MINE WORKINGS).--Costs of items listed under this category include all requirements, such as labor, materials and supplies, and supervision at a rate not higher than provided for in Category (2), and shall not be duplicated under any other category. The total of this category is a maximum.

"CATEGORY (7)--MISCELLANEOUS.--Includes requirements and costs that do not fall within any of the first six categories, such as repairs other than initial and maintenance of operating equipment, analytical work, prints and other reproductions, accounting, Operator's share of payroll taxes, liability insurance covering employment, travel, and communications.

"(b) Nonallowable costs.--The Government will not contribute to the following costs:

"(1) Costs of the land, such as rental, depreciation, depletion, or other costs of acquiring, owning, or holding possession;

"(2) Indirect costs, such as general overhead, corporate management, interest, taxes (other than payroll and sales taxes) insurance (other than liability insurance covering employment), damages to persons, damages to property (other than necessary repairs or replacements of equipment or other property used in the work);

"(3) Previous work performed or costs incurred before the date of this contract; and

"(4) Deferred payments.--Any costs incurred by the Operator under any rental-purchase agreement, installment-purchase agreement, or any agreement for the purchase of goods under the provisions of which payment of the full purchase price is deferred more than 90 days from the delivery of the goods, unless the purchase agreement is approved by the Government in writing.

"(c) Reductions in costs.-- The Operator shall account for and give the Government credit for any incidental benefits, credits, or money received in the ordinary course of business in prosecuting the work (as by salvage or sale of materials or equipment, furnishing of room or board, furnishing of power or services to third persons, rebates or discounts on purchases, etc.), in the same ratio in which the Government contributes to costs; and such amounts shall be treated as a reduction in costs incurred so that they are available for use within the limit of the original total cost. This provision does not apply to receipts from production which are subject to the Government's royalty under the provisions of Article 6."

5. In Exhibit A, delete the words of the second full paragraph which reads: "followed by drifting and crosscutting on the 300-foot level of the Loretto Mine", and substitute the following therefor: "to the 300-foot, 400-foot, and 550-foot levels of the Loretto Mine, followed by drifting and crosscutting on the 300-foot and 550-foot levels." Also in Exhibit A, Description of the Work, add a subtitle "Stage I" before the paragraph beginning "Rehabilitate the Loretto shaft from the surface . . .", and following said paragraph add:

"Stage II

Rehabilitate the Loretto shaft to the 400-foot level, including removal of loose material, repair or replacement of timber if any, and whatever work is necessary to complete the job.

"Stage III

Rehabilitate the Loretto shaft from the 400-foot level to the 550-foot level, including removal of loose material, repair or replacement of timber, and whatever work is necessary to complete the job.

"Stage IV

Drift and crosscut on the 550-foot level of the Loretto mine not to exceed an aggregate total of 350 feet to explore for the possible downward continuations of ore zones encountered on the 300-foot level. Drifts and crosscuts shall be not less than 5 feet by 7 feet in cross section in the clear of timber and shall be timbered as necessary, using standard drift sets of not less than 8" by 8" timber, or equivalent round timber. Locations, directions, and lengths of drifts and crosscuts shall be subject to the prior approval of the Government, and work under Stage IV shall not be undertaken without such approval. The Government will contribute to the cost of not more than 350 feet of drifting and crosscutting, 100 feet of timbering of drifts and crosscuts, and 100 assays under this stage."

6. In Exhibit A, Estimated Costs, insert a subtitle "Stage I" before the line reading "Fixed Unit Costs", delete the lines reading "Estimated Total Cost of Project $29,600.00" and "Government Participation @ 50% $14,800.00" and substitute a line reading "Estimated Total Cost of Stage I (as of December 27, 1961; not a total of above items) $28,720.00", and add the following:

"Stage II

Actual Costs

Category (2) Personal Services		
(a) Supervision and technical services, not to exceed $960.00/month for 1 month	$ 960.00	
(b) Labor, including timber framing	4,080.00	$5,040.00
Category (3) Operating Materials and Supplies		
Timber	$1,008.00	
Fuel	160.00	
Shaft hanger bolts	192.00	
Pipe	112.00	$1,472.00

Category (4) Operating Equipment

(c) Depreciation

	Fair Market Value		
Compressor	$ 3,500.00		
Mucking machine	1,500.00		
Mancha trammer with 5 cars,	2,250.00		
$37\frac{1}{2}$ K.W. Generator	1,500.00		
Drilling equipment and steel	1,500.00		
Blower and motor	500.00		
Hoist, headframe, sheaves, cages, hoisting ropes	12,250.00		
	$23,000.00		
Depreciation, 1/60 per month for 1 month, rounded to		$380.00	
Category (7) Miscellaneous			
Payroll taxes and insurance	$ 640.00		
Transportation of operating materials and supplies	288.00	928.00	
Total Stage II			$ 7,820.00*

Stage III

Actual Costs

Category (2) Personal Services

(a) Supervision and technical services, not to exceed $960.00/month for $1\frac{1}{4}$ months	$1,200.00	
(b) Labor, including timber framing	5,400.00	$6,600.00

Category (3) Operating Materials and Supplies

Timber	$1,890.00	
Fuel	300.00	
Shaft hanger bolts	360.00	
Pipe	210.00	$2,760.00

Category (4) Operating Equipment

(c) Depreciation

	Fair Market Value	
Compressor	$ 3,500.00	
Mucking machine	1,500.00	
Mancha trammer with 5 cars	2,250.00	
37½ K.W. Generator	1,500.00	
Drilling equipment and steel	1,500.00	
Blower and motor	500.00	
Hoist, headframe, sheaves, cages, hoisting ropes	12,250.00	
	$23,000.00	
Depreciation, 1/60 per month for 1¼ month, rounded to		$ 475.00

Category (7) Miscellaneous

Payroll taxes and insurance	$ 900.00	
Transportation of operating materials and supplies	540.00	$1,440.00

Total Stage III $11,275.00*

Stage IV

Fixed Unit Costs

Drive drifts and/or crosscuts on 550-foot level, 350 feet @ $34.00/ft.	$11,900.00

Timber drifts and/or crosscuts, 100 feet @ $7.00/ft.	$ 700.00	
Assay 100 samples for copper, gold, and silver, @ $5.00/sample	500.00	
Total Stage IV		$13,100.00

S U M M A R Y

Estimated Cost of Stage I (subject to audit)	$28,720.00
Estimated Total Cost of Stage II	7,820.00
Estimated Total Cost of Stage III	11,275.00
Estimated Total Cost of Stage IV	13,100.00
Estimated Total Cost of the Project (rounded to)	$60,910.00
Government Participation @ 50%	$30,455.00

---

* The Government's contribution will be limited to a maximum of $97.75/ft. averaged over the entire footage of shaft rehabilitated acceptably under Stage II, and to $75.17/ft. averaged over the entire footage of shaft rehabilitated acceptably under Stage III."

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By George Turnick
Director, Office of Minerals Exploration

Delbert E. Brown
Appd. Sol. Gen.
Holt
General Talbot

WILLIAM R. NOACK

William R. Noack

Category (4) Operating Equipment

(c) Depreciation

	Fair Market Value
Compressor	$ 3,500.00
Mucking machine	1,500.00
Mancha trammer with 5 cars,	2,250.00
$37\frac{1}{2}$ K.W. Generator	1,500.00
Drilling equipment and steel	1,500.00
Blower and motor	500.00
Hoist, headframe, sheaves, cages, hoisting ropes	12,250.00
	$23,000.00

Depreciation, 1/60 per month for 1 month, rounded to $380.00

Category (7) Miscellaneous

Payroll taxes and insurance	$ 640.00	
Transportation of operating materials and supplies	288.00	928.00

Total Stage II $ 7,820.00*

Stage III

Actual Costs

Category (2) Personal Services

(a) Supervision and technical services, not to exceed $960.00/month for $1\frac{1}{4}$ months	$1,200.00	
(b) Labor, including timber framing	5,400.00	$6,600.00

Category (3) Operating Materials and Supplies

Timber	$1,890.00	
Fuel	300.00	
Shaft hanger bolts	360.00	
Pipe	210.00	$2,760.00

Category (4) Operating Equipment

(c) Depreciation

	Fair Market Value
Compressor	$ 3,500.00
Mucking machine	1,500.00
Mancha trammer with 5 cars	2,250.00
37½ K.W. Generator	1,500.00
Drilling equipment and steel	1,500.00
Blower and motor	500.00
Hoist, headframe, sheaves, cages, hoisting ropes	12,250.00
	$23,000.00

Depreciation, 1/60 per month for 1¼ month, rounded to $ 475.00

Category (7) Miscellaneous

Payroll taxes and insurance	$ 900.00	
Transportation of operating materials and supplies	540.00	$1,440.00

Total Stage III $11,275.00*

Stage IV

Fixed Unit Costs

Drive drifts and/or crosscuts on 550-foot level, 350 feet @ $34.00/ft. $11,900.00

April 20, 1962

EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

JUSTIFICATION FOR AMENDMENT NO. 2

The Operator completed work under the contract prior to the date (December 27, 1961) for completion. Results of exploration work, drifting and crosscutting on the 300-foot level of the Loretto mine, were good. Indicated reserves discovered are estimated as 46,000 tons, or more, averaging 1.82 percent copper, and inferred reserves as 200,000 tons, above and below the 300-foot level.

The Operator submitted a new application for assistance in rehabilitating the Loretto shaft from the 300- level to the 400- level, then from the 400- level to the 550 level, with the expectation that the 550- level would be found to be open and in good condition, and that possible downward continuations of the ore zones discovered on the 300- level could be explored on the 550- level.

The Operator later revised his application to include 350 feet of drifting and crosscutting on the 550- level, and requested that the work be authorized by an amendmentto the present contract rather than as a new contract.

Considering that the work proposed by the Operator in the revised application would result in a better understanding of the nature and attitude of the ore deposits found on the 300- level and be apt to lead to the discovery of significant additional reserves of copper ore and, hence, be to the interest of the Government, Amendment No. 2 has been prepared to authorize the work requested by the Operator and recommended by the Acting Field Officer, Region II.

Stephen P. Holt

Stephen P. Holt

May 8, 1962

The above justification applies equally to the newly-drafted Amended Exploration Contract.

Stephen P. Holt

Government's Copy

EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

Sollen
App'd. Sol. Off.
Talbutt
Selfridge

AMENDMENT NO. 1

It is agreed this 21st day of April, 1961, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and William R. Noack, hereinafter called the "Operator," that Exploration Contract No. 2122 (Docket No. OME-6092), dated September 27, 1960, is amended as follows:

1. Under Article 1 of the contract, the date of November 14, 1960, for beginning the work is deleted and the date January 15, 1961, is substituted. Likewise, the period for completion of the work is changed from 9 months from the date of the contract to 15 months from such date.

2. Under Article 6(b)(2) of the contract, the maximum period for royalty payments and the lien to secure the payment thereof is increased from ten (10) to eleven (11) years from the date of the contract.

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

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

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

WILLIAM R. NOACK
William R. Noack

OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

JUSTIFICATION FOR AMENDMENT NO. 1

The contract provided that work on the project should start on or before November 14, 1960. The Operator actually did get his work under way prior to such date but, of necessity, much preliminary work had to be done in the form of preparing access roads, assemblage of mine timbers, clean-up work around the shaft, et cetera. All of this preliminary work, while, of course, necessary, nevertheless did not pertain to the actual work schedule of the contract; hence, technically, work under the contract was not started by the November 14 date. Furthermore, even after the actual work of shaft rehabilitation did get under way, no vouchers covering such work could be submitted until all such rehabilitation had been completed since the complete job was the work unit.

To clear up a matter which was only a technical default on the part of the Operator, we have extended the starting date to January ~~February~~ 15, 1961. To permit a reasonabletime period for the work to be done, plus a little time for unforeseen contingencies, we have extended the completion period from 9 to 15 months from the contract date. As is usual procedure in such cases, we have likewise extended the royalty repayment period from 10 to 11 years.

W. R. Griswold

W. R. Griswold

Government's Copy

MME Form 51
Feb. 1959

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

EXPLORATION CONTRACT
(Short Form)

Docket No.	Commodity	Contract No.	County	State
OME - 6092	Copper	14-23-090- 2122	Inyo	California

It is agreed 27 SEP 1960 (Date), between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and

William R. Noack

whose mailing address is 5173 Earl Drive, La Canada, California, hereinafter called the "Operator," as follows:

ARTICLE I. Authority and scope.--(a) This contract, entered into under the authority of Public Law 701, 85th Cong., 2d sess. (72 Stat. 700; 30 U.S.C. § 641 - 646), consists of this form, the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed. The work is a search for new or unexplored deposits of the commodity designated above. The Operator shall begin the work on or before November 14, 1960 (Date), and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within 9 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 work is $29,600.00 The Government will contribute 50 percent of the total fixed unit costs of the work performed, not in excess of $14,800.00 in accordance with the provisions of Articles 4 and 5.

(c) Interest computation.--Simple interest computed annually at the rate of 5-3/4 percent shall accrue from the dates Federal funds are made available until the period specified for payment of royalty expires, or until the amount of Federal funds contributed is fully repaid with interest.

(d) 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 rights in land.--(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 right 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:

Mortgage of C. W. Rodecker

(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 Lien Agreement of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached as follows:

Lien and Subordination Agreements signed by William R. and Elisabeth Helene Noack, and C. W. and Marjorie R. Rodecker

(c) The Operator shall preserve and maintain his right, title, or 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 royalty on production and liens for the payment thereof. Two true 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, in a workmanlike manner in accordance with good mining standards, and in compliance with State laws 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 production operations during the period that royalty is payable to the Government. 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. Until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been received, the Government may withhold such sums as are necessary to protect its interests. To the extent that amounts in excess of fixed unit costs or in excess of the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such amounts 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) Monthly reports.--The Operator shall provide the Government with five copies of monthly reports in three sections as follows:

(1) Operator's Monthly Voucher claiming costs for work performed;

(2) Operator's Progress Report showing the number of units of the various types of work performed; 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 monthly report). 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 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 the Government determines that 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 preparation or completion of same 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 mineral or metal production from the land covered by the contract may be possible as a result of the exploration work, it shall so certify in writing to the Operator at any time not later than six months after a sufficient final report and final accounting (see Article 5) have been furnished.

(b) Royalty on production.--The Operator, whether or not the producer (for example, if the Operator either transfers or does not retain his interest in the land), shall pay to the Government a royalty on all minerals and metals mined or produced from the land as follows:

(1) irrespective of any certification of possible production--from the date of the contract until the lapse of the time within which the Government may issue such certification or until the total net amount contributed by the Government is fully repaid with interest, whichever occurs first; or

(2) if the Government issues a certification of possible production--for a period of ten years from the date of the contract or until the total net amount contributed by the Government is fully repaid with interest, whichever occurs first.

(c) Payment of royalty.--(1) The Government's royalty shall be five percent of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrate, 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 (such as treatment processes performed by the buyer, sampling and assaying to determine the value of the production sold, and freight payable 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. No costs of the Operator are deductible in arriving at the "gross proceeds" as that term is here used.

The term "treatment processes" 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.

(2) 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.

(d) Unsold production.--If any production (ore, concentrate, 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, concentrate, 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) Lien for payment.--To secure the payment of royalty (see Article 6(b)), the Operator hereby grants to the Government a lien upon his interest in the land and upon any production of minerals and metals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

(f) 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 Government, and this estimate shall be final and binding upon the Operator.

(g) No obligation to produce.--Nothing in this contract shall be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

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

ARTICLE 7. Termination of the Government's Obligations.--(a) If the Government determines that operations at any time have failed to achieve anticipated results and further work is not justified, the Government may give the Operator written notice thereof, and thereupon:

(1) the Government shall be free of all obligation to pay on account of units of work not then performed; and

(2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to final accounting and reporting.

(b) If the Government determines that the Operator is 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:

(1) the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and

(2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to final accounting and reporting.

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 royalty and liens to secure the payment thereof, and such rights shall be fully preserved.

(d) The determinations of the Government are subject to appeal under Article 11.

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

ARTICLE 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. Nondiscrimination.--In connection with the performance of work under this contract, the Operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Government setting forth the provisions of the nondiscrimination clause.

The Operator further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

ARTICLE 11. Disputes.--Any dispute arising under this contract which is not disposed of by agreement shall be decided by the Director, Office of Minerals Exploration, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Operator. The decision of the Director, Office of Minerals Exploration, shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Operator mails or otherwise furnishes to the Director, Office of Minerals Exploration, a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

The term "Director, Office of Minerals Exploration," as used herein includes his duly authorized representative.

ARTICLE 12. Eight-Hour Law of 1912--Overtime compensation.--This contract, to the extent that it is of a character specified in the Eight-Hour Law of 1912, as amended (40 U. S. Code 324—326) and is not covered by the Walsh-Healey Public Contracts Act (41 U. S. Code 35—45), is subject to the following provisions and exceptions of said Eight-Hour Law of 1912, as amended, and to all other provisions and exceptions of said Law:

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Operator or any independent contractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every laborer and mechanic employed by the Operator or any independent contractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day; and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause, and all penalties thus imposed shall be withheld for the use and benefit of the Government.

ARTICLE 13. Copeland (Anti-Kickback) Act--Nonrebate of wages.--The regulations of the Secretary of Labor applicable to contractors and subcontractors (29 CFR, Part 3), made pursuant to the Copeland Act, as amended (40 U. S. C. 276c) and to aid in the enforcement of the Anti-Kickback Act (18 U. S. C. 874) are made a part of this contract by reference. The Operator will comply with these regulations and any amendments or modifications thereof and will be responsible for the submission of affidavits required of independent contractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

ARTICLE 14. Changes and added provisions.--

Executed in quintuplicate the day and year first above written.

William R. Noack
(Operator)

By William R. Noack

Title owner

THE UNITED STATES OF AMERICA

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

Vernon Sellers
App'd. Sol. Off.
Surrey
Hall
Talbert

I, William R Noack, certify that I am the
(Name)

secretary of the corporation named as Operator herein; that

, who signed this contract on behalf of the Operator, was then
(Name)

of said corporation; that said contract was duly signed for
(Title)

and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[CORPORATE SEAL]

Selfridge
Johnson

INT.-DUP. SEC., WASH., D.C. 52375

II(a)

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME –
Contract No. 14-23-090 –
Contract Date

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Inyo, State of California;

described as follows:[2] Those certain lode mining claims known as NEPTUNE, NEPTUNE NO. 2, NEPTUNE NO. 5, MARLBOROUGH and MARLBOROUGH NO. 3 Lode Mining Claims. Designated by the Surveyor General as Survey No. 5553, embracing a portion of Section 16, 17, 20, and 21 in Township 8 South, Range 37 East of the Mount Diablo Meridian in the Big Pine Mining District, Inyo County, California, as described in patent from United States of America to Loretto Copper Mining Company, recorded June 4, 1952 in Book 97, Page 325, Official Records. Also all of Section 16, Township 8 South, Range 37 East, excepting above described five patented mining claims.

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

WILLIAM R. NOACK [3]

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance 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]

2. 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.

3. 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 blank.)

NONE

1/ 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 must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. 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 true copies of such notice; and

5. 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.

6. Added provisions NONE (State "None" or "See Annex No. ____".)

Dated this 6th day of May, 1960.

William R. Noack (Seal)	5173 Earl Drive	(Street)
William R. Noack	La Canada, California	(City & State)
Elisabeth Helene Noack (Seal)	5173 Earl Drive	(Street)
Elisabeth Helene Noack	La Canada, California	(City & State)
C. W. Rodecker (Seal)	1404 North Central Avenue	(Street)
C. W. Rodecker	Glendale, California	(City & State)
Marjorie R. Rodecker (Seal)	1404 North Central Avenue	(Street)
Marjorie R. Rodecker	Glendale, California	(City & State)
(Seal)		(Street)
		(City & State)
(Seal)		(Street)
		(City & State)

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., 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)

EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

ANNEX I

The land, including all rights pertaining thereto, referred to in Article 2 of the contract, is outlined in yellow color on the map, Figure 1, entitled, "Plat of the Claim of Loretto Copper Mining Company," attached to and made part of the contract.

The land comprises five (5) patented lode mining claims, situated in secs. 16, 17, 20, and 21, T. 8 S., R. 37 E., Mount Diablo Base and Meridian, Big Pine Mining District, Inyo County, California, as follows:

Name of Claim	Mineral Survey No.
Neptune	5553
Neptune No. 2	5553
Neptune No. 5	5553
Marlborough	5553
Marlborough No. 3	5553

The Operator owns, subject to a mortgage held by C. W. Rodecker, all of the above claims. Lien and Subordination Agreements signed by William R. Noack, Elisabeth Helene Noack, C. W. Rodecker and Marjorie R. Rodecker are attached to and made part of the contract.

EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

EXHIBIT A

The maps attached to and made part of the contract are as follows:

Figure 1. Plat of the Claim of Loretto Copper Mining Company.

Figure 2. Plan Assay Map Loretto Mine Inyo County, Calif. Docket No. OME-6092.

Figure 3. Loretto Mine Inyo County-Calif. Longitudinal Section Looking North.

The objective of the project is to explore for copper on the Loretto Mine Group of claims by means of shaft rehabilitation followed by drifting and crosscutting on the 300-foot level of the Loretto Mine.

General Conditions

Crosscuts and drifts shall be not less than 5 by 7 feet in cross section in the clear of timber and shall be timbered as necessary, using standard drift sets of not less than 8" by 8" timber, or equivalent round timber.

All significantly mineralized areas encountered in the drifting and crosscutting shall be sampled normal to their trends, at linear intervals of not greater than ten feet, and the samples assayed for copper, gold, and silver, No sample shall represent a cut length greater than five feet. All samples to be assayed shall first be split and one-half be made available to the Government. Sample results and locations shall be accurately shown on monthly progress maps provided to the Government.

No drifting or crosscutting shall be done at distances less than 100 feet from property boundaries.

Description of the Work

Rehabilitate the Loretto shaft from surface to 300-foot level, including installation of hoist, shaft headframe and collar set, and whatever work is necessary to complete the job. Drift and crosscut from the 300-foot level of the shaft approximately as shown in red color on map, Figure 2, not to exceed 600 feet total length of drift and crosscuts. The Government will contribute to not more than 100 feet of drift or crosscut timbering.

Estimated Costs

Fixed Unit Costs

Rehabilitate Loretto shaft, surface to 300-foot level, job	$ 8,000.00	
Drift and crosscut from the 300-foot level of the shaft, 600 feet @ $34.00/ft.	20,400.00	
Timber drift or crosscuts, 100 feet @ $7.00/ft.	700.00	
Assay 100 samples for copper, gold and silver, @ $5.00/sample	500.00	
Estimated Total Cost of the Project		$29,600.00
Government Participation @ 50%		$14,800.00

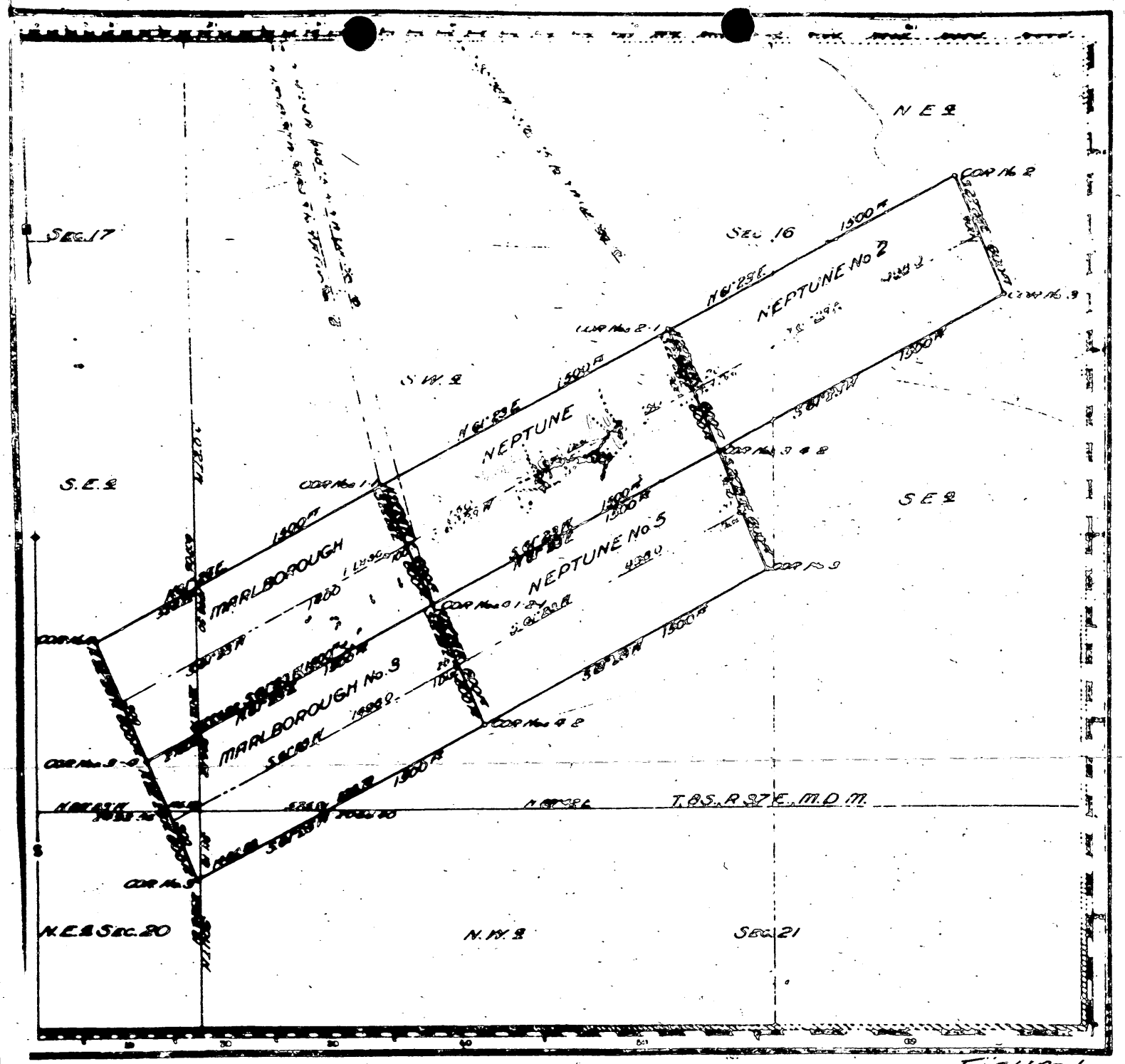


Figure 1

Mineral Survey No. 5539

Independence Land District

PLAT

OF THE CLAIM OF

Loretto Copper Mining Company

KNOWN AS THE

NEPTUNE, NEPTUNE No. 2, NEPTUNE No. 5, MARLBOROUGH and MARLBOROUGH No. 3 LODES

IN Big Pine MINING DISTRICT, COUNTY OF California

Scale of 400 feet to the inch

Bearing 15 East

SURVEYED May 16 18. BY

William J. Moran.

The original field notes of the survey of the lode claims of Loretto Copper Mining Company known as the "Neptune," "Neptune No. 2," "Neptune No. 5," "Marlborough" and "Marlborough No. 3" Lodes

Form 4 has been made under my direction, has been examined and approved, and is in the form and contains the matter required by law. I hereby certify that the survey and so much of the work of said claim as is shown on the plat, is accurately delineated thereon, and that said claim does not contain any mineral deposit or possessory rights, and is free from all conflicting claims.

I further certify that the required labor or improvements has been expended or improvements made upon said claim, consisting of ——— at its ——— position of the said improvements consist of 3 cuts, 3 tunnels, 1 tunnel and crosscut and the sum of 100 feet of a shaft. Improvements reduce Lode Value $17.21

that the location of said improvements is correctly shown upon this plat, and that no portion of said labor or improvements has been included in the estimate of expenditure upon any other claim.

And I further certify that this survey, plat of said claim has been made in conformity with said original field notes of survey thereof, and the same is hereby approved.

Surveyor General

San Francisco, California

September 21 1918

OME-6092

No.	Feet Width	Ozs/T Au.	Ozs/T Ag.	% Cu.	Location
1	4.0	Tr.	0.10	[illegible]	SURFACE
2	40.0	Tr.	0.05	0.36	" (DUMP)
3	11.0	0.005	0.35	1.22	"
4	4.0	0.010	0.60	1.15	"
5	4.0	0.010	2.25	0.35	No. 3 Adit
6	7.0	Tr.	1.60	4.65	"
7	30.0	0.010	1.85	3.18	SURFACE
8	56.0	[illegible]	1.40	3.52	"
9	14.0	[illegible]	1.20	[illegible]	"
10	GRAB	[illegible]	3.40	2.60	ORE BIN
11	6.0	0.010	1.95	0.25	NO. 1 Adit
12	5.0	0.010	1.35	0.72	"
13	5.0	0.005	[illegible]	[illegible]	No. 2 Adit
14	2.6	Tr.	0.50	[illegible]	"
15	4.0	Tr.	0.90	0.47	"
16	2.5	0.015	1.00	0.38	"
17	4.0	Tr.	[illegible]	[illegible]	"
18	3.5	0.010	0.30	[illegible]	"
19	0.7	[illegible]	[illegible]	[illegible]	No. 3 Adit
20	7.0	[illegible]	[illegible]	[illegible]	"
21	3.0	[illegible]	[illegible]	[illegible]	"
22	4.5	Tr.	[illegible]	1.60	"
23	6.0	[illegible]	[illegible]	[illegible]	"

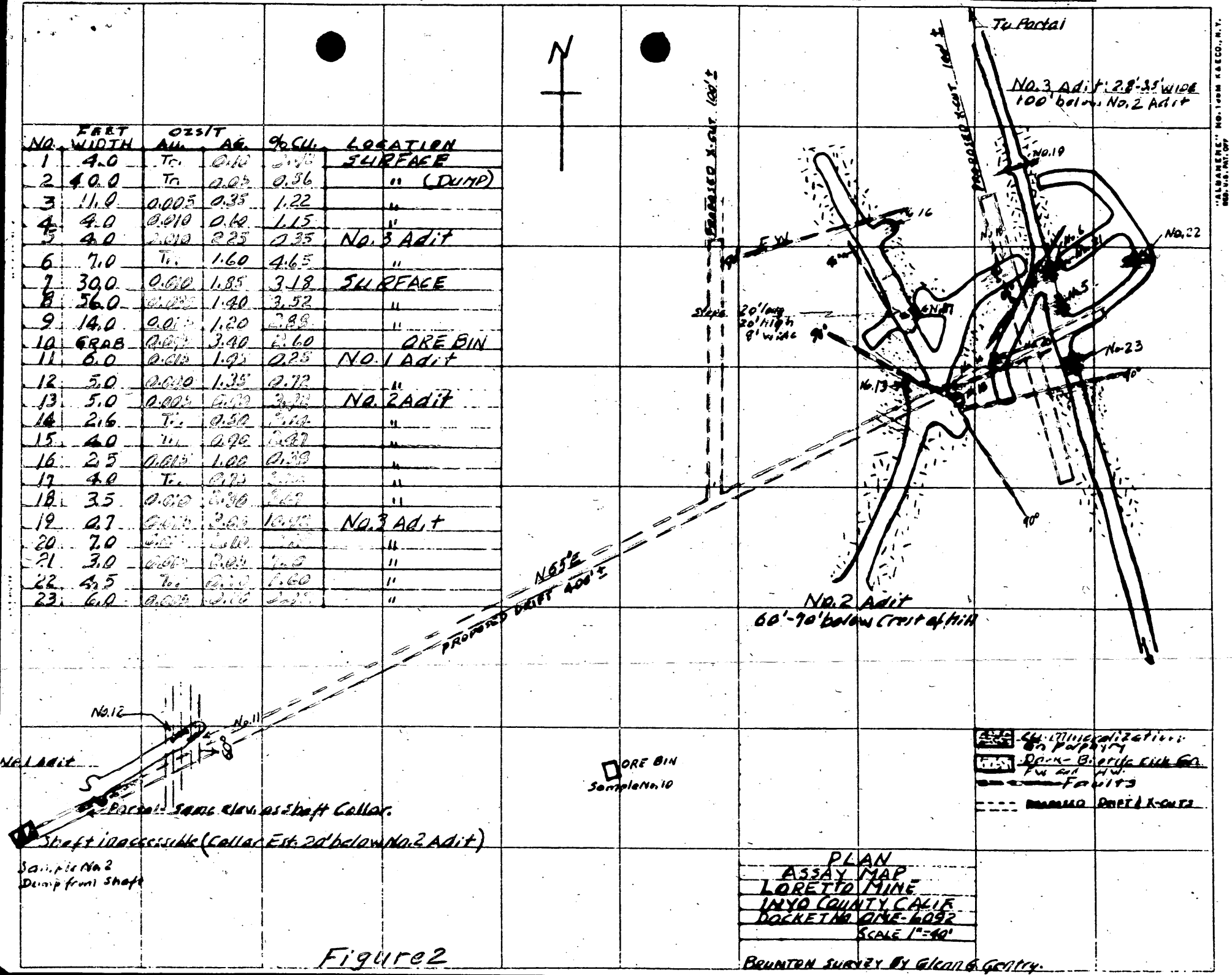


Figure 2

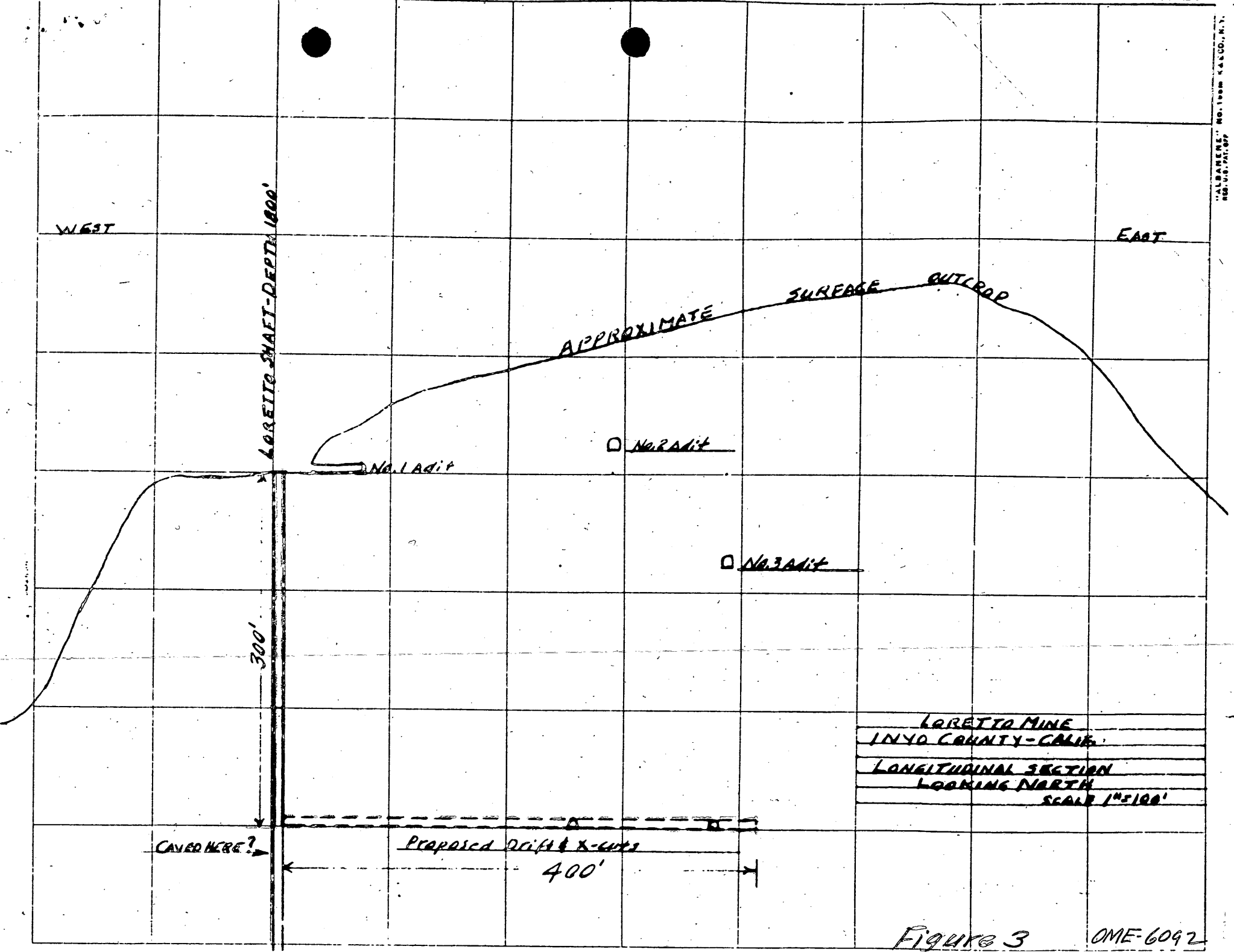


Figure 3 OME-6092

New Application 2/20/62
Recd. 3/12/62

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

March 6, 1962

OFFICIAL FILE COPY
O. M. E
RECEIVED MAR 12 1962

DATE	INITIALS	
3/13	Received	500
4/9	S.H.H.	500

Memorandum

To: Chief, Division of Field Operations, OME
Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: New Application
William R. Noack
Loretto Copper Mine
Inyo County, California

We enclose the original and three copies of an application from Mr. William R. Noack of La Canada, California. His exploratory work consists of deepening the Loretto Copper mine shaft from the 320-foot level to a 550-foot level. The exploratory work consists of mucking out and retimbering from the 320-foot level to the 400-foot level and retimbering from the 400-foot level to 550-foot level.

The 550-foot level consists of several hundred feet of open cross-cuts and drifts. This information was obtained from an old map Mr. Noack showed me at the time of my final examination on his contract from the Government - OME-6092. This report is being prepared and will be forwarded as soon as possible.

At the time of my final examination, Mr. Noack and I discussed his new application proposal. An examination, at the 320-foot level of the shaft, showed the rock to be shattered on one side of the shaft. Three sides are solid, and in placing the bearing timber every 50 feet should adequately keep the shaft plumb and in excellent condition.

I might add, under their OME-6092 contract, the company did an excellent job on rehabilitating the first 300 feet of shaft.

note

Paul V. Fillo

Paul V. Fillo

Enclosures 3

MME Form 40
Dec. 1958

Budget Bureau No. 42-R1368
Approval expires Dec. 31, 1963

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

MAR 12 1962

APPLICATION FOR FINANCIAL ASSISTANCE IN MINERALS EXPLORATION

Pursuant to Public Law 85-701 (72 Stat. 700; 30 U.S.C. 641)

NAME OF APPLICANT *(Full legal name and mailing address as they should appear on contract if one is executed.)*	APPLICANT DO NOT USE THIS BLOCK
WILLIAM R. NOACK 5173 Earl Drive La Canada, California	DOCKET NUMBER: 6092 DATE RECEIVED: 3/12/62 REGION: II DIVISION CODE: 500

BUSINESS ORGANIZATION *(Check one)*	LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE — NAME / ADDRESS / TITLE
INDIVIDUAL [X] CORPORATION [ ] PARTNERSHIP [ ] OTHER *(Specify)* [ ]	
STATE IN WHICH FIRM IS ORGANIZED	

MINERAL(S) FOR WHICH YOU WISH TO EXPLORE	PROPERTY NAME	LOCATION COUNTY	STATE
Copper			
ESTIMATED COST OF PROJECT $ 16,860.00	LORETTO COPPER MINE	Inyo	Calif.

GENERAL INSTRUCTIONS

Before filling out this application, please read the *OME Regulations for Obtaining Federal Assistance in Financing Explorations for Mineral Reserves* (30 CFR Chap. III). To assure prompt action, your application must provide all applicable material and information specified on the back of this application form. Avoid unnecessary correspondence and delays by submitting complete and accurate information. *Please submit four copies of this application and all accompanying papers* except as otherwise noted. Place your name and address on each sheet. Each item of information, maps, and reports required as a part of this application is described on the back of this form. Identify each attached statement by the item number to which it applies. If an item does not apply to your application, show the item number on your statement and after it write "not applicable." Maps or sketches should be used to supplement narrative descriptions of the property location and boundaries in item 2, existing mine workings and geology in item 3, and the proposed exploration work in item 5. When this information is not too complex, all of it may be shown on one map or sketch. All documents and other attachments submitted as a part of this application, except those in item 3(g) which you mark to be returned, become the property of the Government and will not be returned to the applicant. Send true copies, *not originals*, of leases, contracts, and other documents which are an essential part of your business records. *File this application with the Office of Minerals Exploration, Department of the Interior, Washington 25, D. C., or with the nearest OME Field Office.*

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief, and that he would not ordinarily undertake the proposed exploration under current conditions and circumstances at his sole expense.

Feb. 20, 1962
DATED

William R. Noack
(Signature)
WILLIAM R. NOACK
Owner
TITLE

A wilfully false statement or certification to any Department or Agency of the United States Government is a criminal offense. U. S. Code, Title 18, Sec. 1001.

INFORMATION REQUIRED WITH THIS APPLICATION

1. Financial Eligibility:

(a) Submit evidence of efforts made within 90 days preceding the filing of this application to obtain credit from your bank of account and at least one other banking institution or other private source of credit. Such evidence shall include true copies of correspondence which show: (1) date of loan request, (2) amount and terms requested, (3) proposed use of loan funds, and (4) the replies from credit sources. If the loan was offered under terms which you consider unreasonable, state why you consider them so.

(b) List names and addresses of affiliated, parent, or controlling companies or organizations and state extent and nature of their interest.

(c) State how you propose to furnish your share of the cost of the exploration work.

2. Applicant's Rights in Land:

(a) State your interest in the land and mineral rights, whether owner, lessee, purchaser under contract, or other. If you are not the owner, submit one true copy of the lease, contract, or other document (with address of owner) under which you control the property. Describe all liens, mortgages, or other encumbrances on the land and state book and page number and official place where recorded.

(b) State the legal description (section, township, and range; metes and bounds; patent number of claims) of the land upon which you wish to explore and all adjacent land which you own or control. Describe any part of the land or workings which should not be subject to Government royalty and liens. If the land consists of unpatented claims, state book and page number for each recorded location notice, including amended locations, and official place where recorded. State all the names by which you know the property.

(c) For all land or mineral rights encumbered or not owned, submit five copies of Lien and Subordination Agreements on MME Form 52. If the agreements cannot be obtained, state reasons and provide copies of letters of refusal.

3. Physical Description:

(a) Describe in detail and illustrate with maps or sketches all mining or exploration operations which you know have been or are being conducted upon the land. Include existing mine workings and all production facilities.

(b) State your interest, if any, in operations described in (a).

(c) State, if you know, the past and current production, supporting your statement with copies of settlement sheets, mine records, or published data if available.

(d) Describe known ore reserves, giving quantities and grades and sampling methods used. Support your statement with copies of assay certificates and assay maps if available.

(e) Describe by narrative and maps or sketches the geologic features of the property, including ore minerals, geologic formations if known, and type of deposit (vein, bedded, etc.).

(f) State your reasons for expecting to find ore, and if you have sampled the area you propose to explore, show where the samples were taken, describe sampling methods used, and provide copies of assay certificates.

(g) Send with your application at least *two* copies of all geologic or engineering reports, assay maps, or technologic information which you have, indicating whether you require their return.

4. Accessibility of Property:

(a) To aid the OME representative who may examine the property, state name and address of person who will meet him; give directions for reaching the property; and describe accessibility of property and of any mine workings.

(b) Name the shipping and supply points and state the distances to the property.

5. Exploration Work:

(a) Describe fully the proposed exploration work giving individual footages and sizes of openings *for each item of work.* Use narrative, maps, plans, and sections as necessary. Show location of the proposed work as related to geologic features such as veins, ore-bearing beds, contacts of rock formations, etc. Show also the relation of the proposed work to any existing mine workings and to *land boundaries* or to the closest identifiable corner.

(b) If an access road must be built, show the proposed location on the property map and state the length, type and construction methods proposed.

(c) If an OME contract is executed, state how soon thereafter work would be started and finished. State your anticipated average daily or monthly rate of progress for each type of work.

6. Experience:

State your operating experience and background to conduct this exploration work and also that of the person who will supervise the work.

7. Estimate of Costs:

Furnish detailed estimates of the necessary costs *for each item of the work proposed in 5(a)* under the headings listed below with a total for each heading and the estimated total cost of the work. Costs for any work to be performed by an independent contractor should be listed separately under category (a) below. Costs for any work that is not to be performed by an independent contractor should be listed under categories (b) through (g).

(a) Independent contracts. State the total cost of any proposed independent contract for all or any part of the work, and the number of units and the unit cost for each type of work, such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, or per cubic yard of material moved. Cost estimates should be supported by bids from three contractors if possible. (*Note*—If none of the work is to be contracted, write "none" after this item.)

(b) Personal services. The cost of supervision, engineering and geological services, outside consultants, and labor should be itemized by numbers and classes of employees; rates of wages, salaries or fees; and periods of employment. State whether these services are available.

(c) Operating materials and supplies. List items of material and supplies giving quantity and cost of each. Include under this heading power, water, and fuel, and units of equipment and tools costing less than $50 each.

(d) Operating equipment. List items of equipment and tools costing $50 or more per unit. Give specifications and indicate how each item is to be acquired—i.e., rented, purchased or provided by the applicant. If rented or purchased, state the estimated rental or purchase price. If furnished by the applicant, state condition and present fair market value.

(e) Initial rehabilitation and repairs. Describe the type and the cost of *initial* rehabilitation or repair of existing buildings, fixtures, installations (exclusive of mine workings), and movable operating equipment now owned by the applicant which will be used in the exploration work.

(f) New buildings, fixtures, installations. Describe each building, fixed improvement, and installation to be purchased, constructed, or installed for the exploration work, stating specifications and cost including labor, materials, and supervision.

(g) Miscellaneous. Describe the type and estimate the cost of repairs and maintenance of the operating equipment listed in 7(d). Do not repeat initial repairs listed in 7(e). Show also the costs of analytical work, accounting, workmen's compensation and employees' liability insurance, payroll taxes, and other required costs that do not fall within the previous categories. [*Note*—The Government will not contribute to costs incurred before the date of the contract, or to costs of or incident to: (1) acquiring, using, or possessing land and any existing improvements, facilities, buildings, installations, and appurtenances, or the depreciation and depletion thereof; (2) general overhead, corporate management, interest and taxes (other than payroll and sales taxes); (3) insurance (other than employees' liability insurance); and (4) damages to persons or property (other than authorized repair to or replacement of equipment or other property used in the work).]

INT.-DUP. SEC., WASH., D.C. 50399

5173 Earl Drive
La Canada, California
February 20, 1962

To The Office of Mineral Exploration
United States Department of the Interior
San Francisco, California

Gentlemen:

I. Submitted herewith are four copies of Form 40, with two sets of supporting documents. The following additional information is given.

(a) The letters are attached from banks with whom I have been doing business, but in neither case can they grant me creditofor this mineral exploration. I have not been able to find any other source of credit.

(b) There are no interests except myself and wife.

(c) My share of the exploration costs will be furnished in cash, for usage and maintenance of equipment, purchase of timber and miscellaneous supplies, supervision, and transportation.

II. (a) The Loretto Copper Mine consists of five patented claims and is owned in fee by myself and wife. There is a $36,000.00 mortgage on the property to C. W. Rodecker, 1400 North Central Avenue, Glendale, California, recorded in Volume 138, Page 129 of Official Records of the County of Inyo, State of California, and an O.M.E. loan for work completed 12/27/61--O.M.E. Contract #6092.

(b) The five patented claims of the Loretto property are the Neptune, Neptune #2, Neptune #5, Marlborough, and Marlborough #3. They are located in the Big Pine Mining District, Inyo County, California, in Section 16, Township 8 South, Range 37 East, Mount Diablo Meridian, with small portions of the Marlborough #3 claim extending to the Southwest, overlapping into Section 17, 20, and 21 of Township 8 South, Range 37 East, Mount Diablo Meridian. This group is patented by Mineral Survey #5553. The balance of Section 16 is owned in fee.

(c) Subordination Agreements have been signed by C. W. Rodecker.

III. (a) Paul V. Fillo, O.M.E., has made an examination and mapped current work done under O.M.E. Contract #6092, and of additional work done at the operator's own expense. A report by Dr. Warren D. Mateer of the Colorado School of Mines, Golden, Colorado, describing past operations was filed with application for contract #6092.

(b) The applicant was the owner-operator on Contract #6092, but had no interest in the previous operations.

(c) The only known shipments from this property are the four carloads shipped from Adit #2 in the Fall of 1956 and the Spring of 1957. Settlement sheets were filed with application for contract #6092.

(d) Ore reserves are estimated in Paul V. Fillo's final examination for contract #6092.

(e) - (f) From patent papers, the different levels of the mine have been

plotted. There was a 50-foot crosscut at 400 feet, approximately 800 feet of drifting and crosscutting at 550 feet and approximately 800 feet of drifting and crosscutting at 780 feet and 860 feet. The applicant knew personally two engineers, both now deceased, who had been on these levels and they stated there was a lot of high grade ore there. These statements are also made by several workmen, one still living, one Mr. Morris Albertoli, states that there were two high grade levels. On O.M.E. Contract #6092, a level was established at 300 feet and the first primary ore in the shear zone was encountered. I believe that the opening of the shaft to the 550-foot level will open up the 800 feet of drifting and crosscutting because I believe there will be no cave-ins because all of our work on the 300-foot level has held without timbering. I further believe from evidence obtained from local people that the shaft was bulkheaded at 400 feet and the timbers stripped from there up. As this part of the shaft was in a fault zone, it is easy to see how the roof of the 400-foot level collapsed, and I believe that once we reach that level we will find timbers in place, but rotted because there would have been no air for many years in that part of the mine.

Paul V. Fillo, O.M.E., has prepared a map of the work to date.

IV. Accessibility of Property

(a) The Loretto Mine is 27 miles East of Big Pine, California, on the Loretto Mine Road, which now continues to Scotty's Castle in Death Valley. The entrance to the property is on the South side of the Road and marked "Loretto Mine".

The applicant is available at Big Pine, California, telephone # Big Pine 212, or Sylvan 0-7368 in La Canada, California, to show the property.

(b) The shipping and supply point is Big Pine, California, 27 miles West of the property.

V. Exploration Work

(a) It is proposed to muck out and retimber the shaft from 320 feet to 400 feet in the first stage, then tear out the rotted timbers and retimber from 400 to 550 feet in the second stage. It appears that three walls are solid and that we will be able to put enough bearing timbers to keep the shaft in line and well supported. The shaft is single compartment with a manway, overall size is 6'4" by 8'4". This shaft will connect with all the lower workings and the rehabilitation of this shaft should open up a tremendous amount of exploratory work done in the past much more cheaply than any other method of approach.

(c) If an O.M.E. contract is approved, work can start immediately. It is planned to work twenty-six days per month at the rate of five days of straight pay and one day of time and one-half each week due to the isolation of the property.

VI. Experience

The Applicant has had over 20 years of operating experience in mining. The work will be supervised by myself and Philip Eastham, who was Foreman on the work just completed on Contract #6092.

VII. Estimate of Costs

(a) The following estimate has been brought down to a footage basis.

STAGE #1 -- mucking and retimbering shaft from 320-foot level to 400-foot level

Item	Per Foot		
Lumber	$ 12.60		
Labor	45.00		
Insurance	8.00		
Fuel	2.00		
Hanging Bolts	2.40		
Transportation	3.60		
Supervision	12.00		
Pipe	1.40		
	$87.00	per foot X 80 feet =	$ 6,960.00

STAGE #2 -- removing old timbers and retimber shaft from 400-ft. to 550-ft. level

Item	Per Foot		
Lumber	$ 12.60		
Labor	30.00		
Insurance	6.00		
Fuel	2.00		
Hanging Bolts	2.40		
Transportation	3.60		
Supervision	8.00		
Pipe	1.40		
	$66.00	per foot X 150 feet =	$ 9,900.00*
		Total Estimate - -	$ 16,860.00

(b) Personal Services

The cost of supervision is included in (a) above.

(c) Included in per foot basis.

(e) - (f) None.

(g) Payroll and accounting work are included in supervision on per foot basis. Liability insurance, workmens' compensation are included in per foot basis.

Very truly yours,

William R. Noack

WILLIAM R. NOACK

WILLIAM R. NOACK

5173 EARL DRIVE • LA CANADA, CALIFORNIA

February 20, 1962

R. L. Colburn Company
215 West Seventh Street
Los Angeles, 14, California

Gentlemen:

I know that you have been financing a number of small mining operations and I have one which I would like to present.

This past year, with the assistance of the Office of Mineral Exploration, Department of the Interior, I have opened up the Loretto Copper Mine to a dept of 300 feet and did 800 feet of drifting and crosscutting. We have developed a considerable tonnage ofcopper ore and now desire to re-timber the shaft to 550-feet connecting up with old workings which should develop enough ore to put the mine into production.

The estimated cost of this work is $16,860.00 and I need a loan to be paid out of shipments of ore of $8,430.00. Would your firm consider a long term loan secured by a mortgage against the property?

Trusting that you will give this application for a loan favorable consideration, I am

Very truly yours,

William R. Noack

CITIZENS NATIONAL BANK

Hollywood — McCadden Office
6720 Hollywood Boulevard, Los Angeles 28, California

February 20, 1962

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Dear Mr. Noack:

Your letter of February 19, 1962 requesting an advance of $8,430.00 for development work on the Loretto Copper Mine was received.

As you know, we have been taking care of short term, unsecured advances, based upon specific repayments from specific sources, but in view of the carrying nature of your current request, we must decline this application.

This is, however, no reflection upon your credit or financial condition, but rather upon the nature of the request and the terms of repayment.

Yours very truly,

Fred W. Flotho,
Vice President

WILLIAM R. NOACK

5173 EARL DRIVE • LA CANADA, CALIFORNIA

February 19, 1962

Citizens National Trust & Savings Bank
Hollywood
California

Gentlemen:

This past year, with the assistance of the Office of Mineral Exploration Department of the Interior, I have done considerable exploration work on the Loretto Copper Mine which I own in fee. We have developed a considerable tonnage of ore but not enough to attract capital for further development, although indications are very promising for additional ore.

I desire to re-timber the shaft from the 300-foot to the 500-foot level, where extensive development work has been done in past years, but at the moment is inaccessible due to the shaft between these levels having collapsed.

I am in deed of an estimated $16,860.00 for this work. If you could loan one-half of this amount on a long term basis, I will be able to put up the other one-half.

Thanking you for your past favors, and trusting that you will consider this long term loan, I am

Very truly yours,

William R. Noack

WRN:He

WILLIAM R. NOACK

5173 EARL DRIVE — LA CANADA, CALIFORNIA

OFFICIAL FILE COPY
O. M. E.
RECEIVED AUG 31 1960
DATE | INITIALS | CODE

August 22, 1960

U. S. Department of the Interior
Office of Minerals Exploration
555 Battery Street
San Francisco, 11, California

Attention: Mr. Glenn G. Gentry

Re: Docket No. OME-6092 (Copper)
Loretto Mine
Inyo County, California

Gentlemen:

In reply to your letter of August 19, 1960, I will be very happy to accept your assistance in your shaft proposal as follows:

Item	Allowable Maximum	Govt's Share
Rehabilitation of the Loretto shaft from surface to 300 foot level, including installation of hoist, shaft headframe and shaft collar set, complete job	$ 8,000.00	$ 4,000.00
Drifting and cross cutting from the 300 foot level of the shaft; 600 feet @ $34.00/ft.	20,400.00	10,200.00
Timbering: 100 feet of drifts or cross cuts @ $7.00/ft.	700.00	350.00
100 samples to be assayed for Au-Ag-Cu @ $5.00/ea.	500.00	250.00
	$29,600.00	$14,800.00

I am enclosing two letters from two banks from which I have tried to obtain financial assistance and have not been successful.

Thanking you for your cooperation and trusting that this proposal will be approved, I am

Very truly yours,

W R Noack

W. R. Noack

Region II transmittal memorandum
August 29, 1960

WRN:He
Encl.

CITIZENS NATIONAL BANK

Hollywood-McCadden Branch

OFFICIAL FILE COPY
O. M. E.
RECEIVED AUG 31 1960

DATE	INITIALS	COD.

August 22, 1960

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Dear Mr. Noack:

We have received your letter of August 22, 1960, requesting a credit for $14,800, the proceeds of which are to be used for exploration and development work in the Loretto Copper Mine at Big Pine, California.

Your application has been given due consideration, but was declined today. This does not reflect upon your credit, as we have taken care of your unsecured short term credit needs in the past and hope to continue in the future.

If your mining property should be placed on a productive and profitable basis, we would be happy to entertain an application, if credit should be needed.

Yours truly,

Fred W. Flotho
Vice President

6720 Hollywood Boulevard, Hollywood 28, California

WILLIAM R. NOACK

5173 EARL DRIVE • LA CANADA, CALIFORNIA

OFFICIAL FILE COPY
O. M. E.
RECEIVED AUG 31 1960

DATE	INITIALS	CODE

August 22, 1960

Citizens National Bank
Los Angeles
California

Gentlemen:

I am the owner in fee of the Loretto Copper Mine at Big Pine, California. The mine had been developed prior to World War I and the surface workings are accessable, showing a commercial grade of copper ore. However, there is not enough ore in sight to justify mining operations. Indications are of a large orebody below.

I am planning to repair the shaft of this property to a depth of 300 feet and then drift and crosscut a total of 600 feet to explore the vein. For this work I have available one half of the cost but need further a sum of $4,000.00.

Will you kindly advise me as to the terms and conditions upon which you would consider making such an exploration loan.

Very truly yours,

(signed) W. R. Noack
W. R. Noack

WRN:lo

A TRUE COPY
W R Noack.

BANK OF ENCINO
COMMERCIAL-SAVINGS
ENCINO · CALIFORNIA

JAMES B. CLIFFORD
EXECUTIVE VICE PRESIDENT

BANK OF ENCINO

COMMERCIAL-SAVINGS
17031 VENTURA BOULEVARD
ENCINO, CALIFORNIA
STATE 8-0500

OFFICIAL FILE COPY
O. M. E.
RECEIVED AUG 31 1960

DATE	INITIALS	CODE

August 22, 1960

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Dear Mr. Noack:

This letter is to advise you that our Loan and Discount Committee has declined to extend credit in the amount of $14,800.00 to be used for the purpose of exploration at the Loretto Copper Mine at Big Pine, California.

This loan request has been declined on the basis that the operation is of an apparent speculative nature, and further we do not have funds available at this time for long term investment.

Yours very truly,

James B. Clifford
Executive Vice President

JBC:ib

WILLIAM R. NOACK

5173 EARL DRIVE • LA CANADA, CALIFORNIA

OFFICIAL FILE COPY
O. M. E.
RECEIVED AUG 31 1960

DATE	INITIALS	CODE

August 22, 1960

Bank of Stocks
Los Angeles
California

Gentlemen:

I am the owner in fee of the Lucette Copper Mine at Big Pine, California. The mine had been developed prior to World War I and the surface workings are accessible, showing a commercial grade of copper ore. However, there is not enough ore in sight to justify mining operations. Indications are of a large ancient vein.

I am planning to repair the shaft of this property to a depth of 350 feet and then drift and crosscut a total of 630 feet to explore the vein. For this work I have available one half of the cost but need further a sum of $1,600.00.

Will you kindly advise me as to the terms and conditions upon which you would consider making such an exploration loan.

Very truly yours,

(signed) W. R. Noack
W. R. Noack

WRNc

A TRUE COPY

W R Noack

WILLIAM R. NOACK

5173 EARL DRIVE • LA CANADA, CALIFORNIA

July 28, 1960

Mr. Glen Gentry
Bureau of Mines
San Francisco, California

Dear Mr. Gentry:

Enclosed is a balance sheet showing my current financial condition.

I am able to take money out of Apex, which I plan to use on the Loretto development.

Sorry that I missed you two weeks ago when I was in San Francisco. I have been all over Arizona looking at beryllium properties and finally settled on buying the Sorenson property at Lone Pine. This is the property where Mr. Benson was working. It looked good to us, too, and tomorrow Homer Black will survey a road to and through the property so all of us can get on it a little easier.

I will stop in your office on August 1st on my way to Reno, and trust that I can see you then.

With best personal regards, I am

Very truly yours,

W R Noack
W. R. Noack

WRN:He
Encl.

WILLIAM R. NOACK

5173 EARL DRIVE • LA CANADA, CALIFORNIA

July 29, 1960

FINANCIAL STATEMENT

Assets

Cash in Citizens National Bank	$	1,000.00
Cash in other banks, Las Vegas		500.00
Accounts Receivable -- Apex Minerals loan		36,000.00
Notes Receivable -- Western American Insurance Co., in liquidation of note of $70,000.00, expect		10,000.00
Listed Stocks and Bonds		95,000.00
Real Estate -- home		45,000.00
Black Canyon Mine (cost)		8,000.00
Automobiles		7,000.00
Personal Property -- pictures, rugs, furniture		20,000.00
Other Assets -- Machinery and Equipment		2,000.00
Buckhorn Investment Company (Ranch at Alamo, Nevada) investment to date		200,000.00
Loretto Copper Company		100,000.00
Fairview Extension Mining Company		5,000.00
Total Assets	$	529,500.00

Liabilities

Unpaid Taxes	$	3,000.00
Mortgages on Real Estate		19,000.00
Total Liabilities	$	22,000.00
NET WORTH	$	507,000.00
Total	$	529,500.00

William R Noack.

Shaft rehab 0-300'
63.00/ft

5173 Earl Drive
La Canada, California
June 14, 1960

To The Office of Mineral Exploration
United States Department of the Interior
San Francisco, California

Subject: OME-6092

Gentlemen:

Reference my application for exploration assistance, dated May 20th, 1960, submitted to your San Francisco office and assigned docket number OME-6092, I offer the following additional plan.

After preliminary discussions and upon further consideration by my engineer and superintendent and myself, in order to gain more backing from our proposed drifts and crosscuts, we now propose to re-timber the Loretto shaft to 300 feet, having found it open to 315 feet, then driving a drift 600 feet on the vein, and a total of 350 feet of crosscutting. This would make a total of 950 feet of drifting and crosscutting for which the cost per foot would be the same as in our formal application plus a small charge for hoisting.

We estimate the cost of re-timbering the shaft as follows:

Estimated Time - four men - 75 working days

Item	Cost per foot
Labor	$ 25.00
Material	22.00
Power	2.00
Hoist and Cable	2.00
Temperary headframe	2.00
Hauling	1.00
Bolts and rods	4.00
Supervision	5.00
	$ 63.00

The estimated cost of drifting and cross-cutting in my formal application was $34.83 per foot. The total cost of the new proposal is as follows:

300 feet of retimbering @ $63.00 per foot	$ 18,900.00
950 feet drifting and crosscutting @ $34.83	32,888.50
	$ 51,788.50

Therefore, we respectfully submit this alternate proposal which after serious study we believe to be better than the original proposal. We would suggest that if necessary to keep the costs down, we could cut down on the footage in the drifting and crosscutting.

Very truly yours,

William R. Noack

William R. Noack

WRN:He

(See Glenn G Gentry transmittal memo June 15, 1960)

MME Form 40
Dec. 1958

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Budget Bureau No. 42-R1368
Approval expires Dec. 31, 1963

APPLICATION FOR FINANCIAL ASSISTANCE IN MINERALS EXPLORATION

Pursuant to Public Law 85-701 (72 Stat. 700; 30 U.S.C. 641)

NAME OF APPLICANT *(Full legal name and mailing address as they should appear on contract if one is executed.)*

WILLIAM R. NOACK
5173 Earl Drive
La Canada, California

APPLICANT DO NOT USE THIS BLOCK

DOCKET NUMBER: OME-609V

DATE RECEIVED: 6-1-60

REGION: II

DIVISION CODE: 500

BUSINESS ORGANIZATION *(Check one)*

- INDIVIDUAL [X]
- CORPORATION [ ]
- PARTNERSHIP [ ]
- OTHER *(Specify)* [ ]

STATE IN WHICH FIRM IS ORGANIZED

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

NAME	ADDRESS	TITLE

MINERAL(S) FOR WHICH YOU WISH TO EXPLORE: Copper

ESTIMATED COST OF PROJECT: $ 47,020.05

PROPERTY NAME	LOCATION COUNTY	STATE
LORETTO COPPER MINE	Inyo	California

GENERAL INSTRUCTIONS

Before filling out this application, please read the *OME Regulations for Obtaining Federal Assistance in Financing Explorations for Mineral Reserves* (30 CFR Chap. III). To assure prompt action, your application must provide all applicable material and information specified on the back of this application form. Avoid unnecessary correspondence and delays by submitting complete and accurate information. *Please submit four copies of this application and all accompanying papers* except as otherwise noted. Place your name and address on each sheet. Each item of information, maps, and reports required as a part of this application is described on the back of this form. Identify each attached statement by the item number to which it applies. If an item does not apply to your application, show the item number on your statement and after it write "not applicable." Maps or sketches should be used to supplement narrative descriptions of the property location and boundaries in item 2, existing mine workings and geology in item 3, and the proposed exploration work in item 5. When this information is not too complex, all of it may be shown on one map or sketch. All documents and other attachments submitted as a part of this application, except those in item 3(g) which you mark to be returned, become the property of the Government and will not be returned to the applicant. Send true copies, *not originals*, of leases, contracts, and other documents which are an essential part of your business records. *File this application with the Office of Minerals Exploration, Department of the Interior, Washington 25, D. C., or with the nearest OME Field Office.*

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief, and that he would not ordinarily undertake the proposed exploration under current conditions and circumstances at his sole expense.

May 20, 1960
DATED

William R. Noack
BY *(Signature)* William R. Noack

Owner
TITLE

A wilfully false statement or certification to any Department or Agency of the United States Government is a criminal offense. U. S. Code, Title 18, Sec. 1001.

INFORMATION REQUIRED WITH THIS APPLICATION

1. Financial Eligibility:

(a) Submit evidence of efforts made within 90 days preceding the filing of this application to obtain credit from your bank of account and at least one other banking institution or other private source of credit. Such evidence shall include true copies of correspondence which show: (1) date of loan request, (2) amount and terms requested, (3) proposed use of loan funds, and (4) the replies from credit sources. If the loan was offered under terms which you consider unreasonable, state why you consider them so.

(b) List names and addresses of affiliated, parent, or controlling companies or organizations and state extent and nature of their interest.

(c) State how you propose to furnish your share of the cost of the exploration work.

2. Applicant's Rights in Land:

(a) State your interest in the land and mineral rights, whether owner, lessee, purchaser under contract, or other. If you are not the owner, submit one true copy of the lease, contract, or other document (with address of owner) under which you control the property. Describe all liens, mortgages, or other encumbrances on the land and state book and page number and official place where recorded.

(b) State the legal description (section, township, and range; metes and bounds; patent number of claims) of the land upon which you wish to explore and all adjacent land which you own or control. Describe any part of the land or workings which should not be subject to Government royalty and liens. If the land consists of unpatented claims, state book and page number for each recorded location notice, including amended locations, and official place where recorded. State all the names by which you know the property.

(c) For all land or mineral rights encumbered or not owned, submit five copies of Lien and Subordination Agreements on MME Form 52. If the agreements cannot be obtained, state reasons and provide copies of letters of refusal.

3. Physical Description:

(a) Describe in detail and illustrate with maps or sketches all mining or exploration operations which you know have been or are being conducted upon the land. Include existing mine workings and all production facilities.

(b) State your interest, if any, in operations described in (a).

(c) State, if you know, the past and current production, supporting your statement with copies of settlement sheets, mine records, or published data if available.

(d) Describe known ore reserves, giving quantities and grades and sampling methods used. Support your statement with copies of assay certificates and assay maps if available.

(e) Describe by narrative and maps or sketches the geologic features of the property, including ore minerals, geologic formations if known, and type of deposit (vein, bedded, etc.).

(f) State your reasons for expecting to find ore, and if you have sampled the area you propose to explore, show where the samples were taken, describe sampling methods used, and provide copies of assay certificates.

(g) Send with your application at least *two* copies of all geologic or engineering reports, assay maps, or technologic information which you have, indicating whether you require their return.

4. Accessibility of Property:

(a) To aid the OME representative who may examine the property, state name and address of person who will meet him; give directions for reaching the property; and describe accessibility of property and of any mine workings.

(b) Name the shipping and supply points and state the distances to the property.

5. Exploration Work:

(a) Describe fully the proposed exploration work giving individual footages and sizes of openings *for each item of work.* Use narrative, maps, plans, and sections as necessary. Show location of the proposed work as related to geologic features such as veins, ore-bearing beds, contacts of rock formations, etc. Show also the relation of the proposed work to any existing mine workings and to *land boundaries* or to the closest identifiable corner.

(b) If an access road must be built, show the proposed location on the property map and state the length, type and construction methods proposed.

(c) If an OME contract is executed, state how soon thereafter work would be started and finished. State your anticipated average daily or monthly rate of progress for each type of work.

6. Experience:

State your operating experience and background to conduct this exploration work and also that of the person who will supervise the work.

7. Estimate of Costs:

Furnish detailed estimates of the necessary costs *for each item of the work proposed in 5(a)* under the headings listed below with a total for each heading and the estimated total cost of the work. Costs for any work to be performed by an independent contractor should be listed separately under category (a) below. Costs for any work that is not to be performed by an independent contractor should be listed under categories (b) through (g).

(a) Independent contracts. State the total cost of any proposed independent contract for all or any part of the work, and the number of units and the unit cost for each type of work, such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, or per cubic yard of material moved. Cost estimates should be supported by bids from three contractors if possible. (*Note*—If none of the work is to be contracted, write "none" after this item.)

(b) Personal services. The cost of supervision, engineering and geological services, outside consultants, and labor should be itemized by numbers and classes of employees; rates of wages, salaries or fees; and periods of employment. State whether these services are available.

(c) Operating materials and supplies. List items of material and supplies giving quantity and cost of each. Include under this heading power, water, and fuel, and units of equipment and tools costing less than $50 each.

(d) Operating equipment. List items of equipment and tools costing $50 or more per unit. Give specifications and indicate how each item is to be acquired—i.e., rented, purchased or provided by the applicant. If rented or purchased, state the estimated rental or purchase price. If furnished by the applicant, state condition and present fair market value.

(e) Initial rehabilitation and repairs. Describe the type and the cost of *initial* rehabilitation or repair of existing buildings, fixtures, installations (exclusive of mine workings), and movable operating equipment now owned by the applicant which will be used in the exploration work.

(f) New buildings, fixtures, installations. Describe each building, fixed improvement, and installation to be purchased, constructed, or installed for the exploration work, stating specifications and cost including labor, materials, and supervision.

(g) Miscellaneous. Describe the type and estimate the cost of repairs and maintenance of the operating equipment listed in 7(d). Do not repeat initial repairs listed in 7(e). Show also the costs of analytical work, accounting, workmen's compensation and employees' liability insurance, payroll taxes, and other required costs that do not fall within the previous categories. [*Note*—The Government will not contribute to costs incurred before the date of the contract, or to costs of or incident to: (1) acquiring, using, or possessing land and any existing improvements, facilities, buildings, installations, and appurtenances, or the depreciation and depletion thereof; (2) general overhead, corporate management, interest and taxes (other than payroll and sales taxes); (3) insurance (other than employees' liability insurance); and (4) damages to persons or property (other than authorized repair to or replacement of equipment or other property used in the work).]

INT.-DUP. SEC., WASH., D.C. 50399

5173 Earl Drive
La Canada, California
May 20, 1960

To The Office of Mineral Exploration
United States Department of the Interior
San Francisco, California

Gentlemen:

I. Submitted herewith are four copies of Form 40, with two sets of supporting documents. The following additional information is given.

(a) Letters from my bank, the Citizens National Trust & Savings Bank, Los Angeles, California, and the Bank of Encino, Los Angeles, California, are attached. The manager of the latter bank had in the past granted me credit of considerable amount, but in this case neither bank can grant me credit for this mineral exploration. I have not been able to find any other source of credit.

(b) There are no interests except myself and wife.

(c) My share of the exploration costs will be furnished in cash, for usage and maintenance of equipment, purchase of powder, timber, track, pipe, and miscellaneous supplies, supervision, and transportation.

II. (a) The Loretto Copper Mine consists of five patented claims and is owned in fee by myself and wife. There is a $40,000.00 mortgage on the property to C. W. Rodecker, 1404 North Central Avenue, Glendale, California, recorded in Volume 138, Page 129 of Official Records of the County of Inyo, State of California.

(b) The five patented claims of the Loretto property are the Neptune, Neptune #2, Neptune #5, Marlborough, and Marlborough #3. They are located in the Big Pine Mining District, Inyo County, California, in Section 16, Township 8 South, Range 37 East, Mount Diablo Meridian, with small portions of the Marlborough #3 claim extending to the Southwest, overlapping into Sections 17, 20, and 21 of Township 8 South, Range 37 East, Mount Diablo Meridian. This group is patented by Mineral Survey #5553. The balance of Section 16 is owned in fee.

III. (a) Report by Dr. Warren D. Mateer of the Colorado School of Mines, Golden, Colorado, submitted herewith, describing past operations.

(b) The applicant had no interest in any of the above operations.

(c) The only known shipments from this property are the four carloads shipped from Adit #2 in the Fall of 1956 and the Spring of 1957.

(d) Ore reserves are estimated in Dr. Mateer's report. Plate #5 shows his assay plan.

(e) Dr. Mateer's report appears well substantiated that the mineralization continues
(f) in depth with increasing richness, however, positive proof is not available. I am confident that exploration of this property in depth would be successful in proving that a big mine exists, and substantiating the stories of some of the older workmen who worked on the property 45 years ago. The proving of a large body of ore will enable me to get financing to construct a mill at Big Pine, Calif.

(g) Attached are two copies of Dr. Mateer's report with Plate #5, showing his assay plan and also the proposed work.
Four Settlements Sheets are included. Return is not necessary.

IV. Accessibility of Property

(a) The Loretto Mine is 27 miles East of Big Pine, California, on the Loretto Mine Road. The entrance to the property is on the South side of the road with a gate marked "Loretto". The applicant will meet any O.M.E. representative at either Los Angeles or Big Pine and take your representative to the property.

(b) The shipping and supply point is Big Pine, California, 27 miles West of the property.

V. Exploration Work

(a) It is not considered practical to timber and repair the old shaft. Timbers have either been stripped or collapsed and the walls have partially collapsed. At 315 feet the shaft appears blocked. The first level was 550 feet below the collar and therefore is well below the blocked area.

An Adit is proposed to cross cut 60 feet to the vein, then drift on the vein a total of 800 feet. Then seven crosscuts, each of 70 feet are proposed, making a total of 1,350 feet of exploration work.

On Plate #5 attached, the proposed work is shown.

(b) For this proposal, a bulldozer could build an approach road in two days and an additional two days work would be necessary to repair an existing approach road and to prepare for a portal for the adit.

(c) If an O.M.E. contract is executed, work can start immediately. It is planned to work 26 days per month, 5 days straight pay, and one day at time and a half due to the isolation of the property. The work can be completed in eight months.

VI. Experience

The applicant has over 20 years of experience in mining. In the last five years, I have been president first of White Caps Gold Mining Company, then Apex Minerals Corporation, which is the only operating uranium mine in either Nevada or California. At times I have been General Manager of each company but resigned six months ago to devote all of my time to the Loretto Mine. I feel that the Loretto has greater possibilities than either of the two companies I have been with.

Consultant for the operation is Robert Raring of Western-Knapp Engineering, San Francisco. Western-Knapp has also worked out a flow sheet for the Loretto ore.

Superintendent will be Morris Albertoli, a man with many years of mining experience. Mr. Albertoli as a young man worked as a miner in the Loretto Mine.

Original equipment list,
less hoist headframe,
cage ropes, etc.
= 10,750.00

VII. Estimate of Costs

(a) The following estimate of crosscutting and drifting has been brought down to a footage basis.

Item			Per Foot
Labor			$ 16.00
Timber (35 set @ $100.00 per set)			2.59
Supplies - per foot			
Track and ties	$ .85		
Water Pipe	.60		
Air Pipe	1.25		
8-inch Vent	.65		
Misc. Tools	.20		3.55
Equipment		Fair Value	
Compressor (350 C.F.M.)		$ 3,500.00	
Mucking Machine		1,500.00	
Manchu Tram & five cars		2,250.00	
Generator (37½ K.W.)		1,500.00	
Blower and Motor		500.00	
Drilling Equipment & Steel		1,500.00	
		$ 10,750.00	
Life of Equipment taken at 60 months. Eight months usage is $1,424.00 divided by 1350 feet equals			1.05
Maintenance of Equipment @ $100.00 per month			.59
Drill Steel			.50
Fifty Assays for Copper, Gold & Silver			.28
Rent on Caterpillar Tractor D8 - 4 days @ $15.00 per hour			.35
Transportation and installation of equipment $500.00			.37
Gas and Oil			2.00
Powder, fuses and caps			2.00
Supervision			3.84
Payroll and accounting service			.59
Transportation - 56 miles per day @ 10¢ per mile			1.12
Total per foot			$ 34.83

(b) Personal Services

The cost of supervision is included in (a) above. Other services have already been paid for.

(c) Included in per foot basis.

(g) Payroll and accounting work are included in supervision on per foot basis. Liability insurance, workmens' compensation are included in per foot basis.

Very truly yours,

William R. Noack

William R. Noack

OME-6092 (copper) Contract 2122

William R. Noack

5173 Earl Drive

La Canada, Calif.

Contract date Sept. 22, 1960

Certified Nov. 21, 1963

Royalty Period to Sept 22, 1975

Govt. Contribution $25,669.27 - interest 5 3/4 %

Lien & Subordination Agreements dated May 6, 1960 executed by W.R. Noack & wife E. V. Noack, owners of the property, and also by C.W. Rodecker ~~and Margaret R. Rodecker~~ who has a mortgage on the Noack property.

1800 tons of ore stockpiled on property (no value as it is a mixture of oxides and sulphides) according to Region II Final Report. Folls visit Aug 23, 1963 many years after contract completed. No ore ship during contract period.

For 63 - Production since Aug 23, 1963

Ownership change " " " "

Dept Nov 63

Apr 66

Item I

CITIZENS NATIONAL BANK

Hollywood-McCadden Branch

May 2, 1960

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Dear Mr. Noack:

We have received your request for credit of $25,200 to be repaid over a period of three to five years; the proceeds to be used for exploration and development of the Loretto Copper Mine at Big Pine, California.

Your application has been given due consideration but was declined today. This does not reflect upon your credit, as we have taken care of your unsecured short-term working capital in the past and hope to continue to serve these needs.

Sincerely yours,

Fred W. Flotho,
Vice President & Manager

FWF:tm

6720 Hollywood Boulevard, Hollywood 28, California

Item I

WILLIAM R. NOACK

5173 EARL DRIVE • LA CANADA, CALIFORNIA

April 28, 1960

Citizens National Bank
Los Angeles
California

Gentlemen:

I am the owner in fee of the Loretto Copper Mine at Big Pine, California. The mine had been developed prior to World War I and the surface workings are accessable, showing a commercial grade of copper ore. However, there is not enough ore in sight to justify mining operations. Indications are of a large orebody below.

I desire to drive an adit 150 feet below the present workings, which should prove an ore body large enough to attract capital to operate the mine. It would take approximately 1400 feet of drifts and cross-cuts to accomplish this. The estimated cost would be $36.00 per foot or $50,400.00. I can raise one-half of this amount, so request a loan of $25,200.00 on a long term basis.

If your bank is not in a position to do same, I would appreciate any information as to where I may find such credit.

Very truly yours,

W. R. Noack

WRN:He

Item I

WILLIAM R. NOACK

5173 EARL DRIVE • LA CANADA, CALIFORNIA

April 28, 1960

Bank of Encino
Los Angeles
California

Gentlemen:

I am the owner in fee of the Loretto Copper Mine at Big Pine, California. The mine had been developed prior to World War I and the surface workings are accessable, showing a commercial grade of copper ore. However, there is not enough ore in sight to justify mining operations. Indications are of a large orebody below.

I desire to drive an adit 150 feet below the present workings, which should prove an ore body large enough to attract capital to operate the mine. It would take approximately 1400 feet of drifts and crosscuts to accomplish this. The estimated cost would be $36.00 per foot or $50,400.00. I can raise one-half of this amount, so request a loan of $25,200.00 on a long term basis.

If your bank is not in a position to do same, I would appreciate any information as to where I may find such credit.

Very truly yours,

W. R. Noack

W. R. Noack

WRN:He

RAY M. FRENCH, PRESIDENT

NORMAN HUDSON, SECRETARY

R. L. COLBURN COMPANY

ESTABLISHED 1890

GEORGE J. FLACH
MANAGER

527 CALIFORNIA STREET
SAN FRANCISCO 4, CALIF.
EXbrook 2-2580
DOuglas 2-3173

Member
SAN FRANCISCO MINING EXCHANGE
(WE TRADE ON ALL MARKETS)

ROOM 329
215 WEST 7TH STREET
LOS ANGELES 14, CALIF.
TUcker 6274

February 26th, 1962.

William R. Noack,
5173 Earl Drive,
La Canada, Cal.

Dear Mr. Noack:

In answer to your letter of February 20th, 1962, requesting a loan of $8,430.00.

Please be advised that we are not permitted to make loans on a long term basis.

Wishing you luck in your financing, for if we were premitted to do so we would be glad to help you in this loan.

Sincerely yours,
R. L. COLBURN CO.

Ray French

By President.

All Persons Are Informed That Any Statement On the Part of This Firm, or Any of its Employees, As to the Responsibility and Standing of Any Person, Firm or Corporation, Or As to the Value of Any Securities, is a Mere Matter of Opinion and Given As Such and Solely as a Matter of Courtesy, and For Which No Responsibility in Any Way is to Attach to This Firm Or Any of its Employees. Banking Reference, California Bank of Los Angeles and Bank of America in San Francisco.

3(c)

Form SL-48 Revised 5M 11-55

AMERICAN SMELTING AND REFINING COMPANY

8-10 WEST FIRST SOUTH
SALT LAKE CITY, UTAH

PLANT LOT NO. 3217

NAME OF SHIPPER: C. W. Rodecker — GARFIELD PLANT, GARFIELD, UTAH — 195

ADDRESS: P.O. Box 36128, Los Angeles 36, Calif. — PLANT LOT: 3217

SHIPPING POINT: Zuzuky California — SHIPPERS LOT: 1

MINE NAME: Loretto — COUNTY CLASS: Crude — SAMPLED BY GARFIELD

DATE RECEIVED	REC'D VIA	CAR INITIAL	CAR NUMBER	GROSS WEIGHT	CONTAINERS	NET WET	MOISTURE %	MOISTURE POUNDS	NET DRY WEIGHT
10-19	RG	UP	60031			101 420	1 1	1 116	100 304

METAL QUOTATIONS

GOLD 34.9125 PER OZ.
SILVER .91225 PER OZ.
LEAD .16 PER LB.
COPPER .39390 PER LB.

BASED ON WEEK ENDING 10-20 1956

ASSAYS

	Smelter	Shipper	Umpire	Settlement
GOLD OZ. PER TON	03	05		04
SILVER OZ. PER TON	1 05	1 3		1 175
LEAD %	–			
COPPER %	4 67	4 84		4 755
INS. %				
SiO_2 %	83 2			83 2
Fe ~~Mn~~ %	3 4			3 4
CaO %	7			7
Zn %	–			
S %	–			
Al_2O_3 %				
As %	–			
Sb %	–			
Ni %				
Bi %				

VALUES PER TON

Pay Content		Price	Credit	Frt. Value
	.04	31.81925	1 27	
~~95%~~ - MIN. .5	.675	.91225	62	
50%				
DEDUCT 10#	85.1#	.3609	30 71	9 11
GROSS VALUE			32 60	11 00
DEDUCTIONS		DEBIT		
BASE		6 75		– 6 75
SiO_2 Concession			2 75	+ 2 75
EXCESS VAL. OVER $ 20.00		1 26		
BULLION FRT. TAX		03		– 03
LABOR				6 97
TOTAL DEDUCTIONS		8 04		
NET VALUE PER DRY TON			27 31	Under
FRT. VALUE PER WET TON		XXX XX	XXX XX	2000

The gold acquired in this material was held under Section 19 of the Provisional Gold Regulations of January 30 and 31, 1934, as amended, by the person from whom it was acquired by us.

DISTRIBUTION OF PROCEEDS

	Debit	Credit
TOTAL VALUE: 50.152 DRY TONS @ 27.31 PER TON		1369 65
LESS PLANT SAMPLING		
FREIGHT 50.710 WET TONS @ 9.08 PER TON PLUS TRANSP. TAX	474 26	
HAULING, PAY		
SAMPLING, PAY		
ASSAYING, PAY UNION	6 00	
UMPIRE, PAY		
REPRESENTATION, PAY Barnard	4 00	
AMOUNT WITHHELD PENDING RECEIPT OF SILVER AFFIDAVIT		
ROYALTY		
BALANCE PAY SHIPPER	885 39	PAY

AMOUNT WITHHELD PENDING RECEIPT OF SILVER AFFIDAVIT
ROYALTY
BALANCE PAY SHIPPER 257 34 PAY

3(c)

Form SL-48 Revised 5M 11-55

AMERICAN SMELTING AND REFINING COMPANY

8-10 WEST FIRST SOUTH
SALT LAKE CITY, UTAH

PLANT LOT NO. 3217

NAME OF SHIPPER: C. W. Rodecker
ADDRESS: P.O. Box 36128, Los Angeles 36, Calif.
SHIPPING POINT: Zuzuky California
MINE NAME: Loretto

GARFIELD PLANT, GARFIELD, UTAH — 195
PLANT LOT: 3217
SHIPPERS LOT: 1
COUNTY CLASS: Crude
SAMPLED BY GARFIELD

DATE RECEIVED	REC'D VIA	CAR INITIAL	CAR NUMBER	WEIGHTS GROSS WEIGHT	WEIGHTS CONTAINERS	WEIGHTS NET WET	MOISTURE %	MOISTURE POUNDS	NET DRY WEIGHT
10-19	RG	UP	60031			101 420	1 1	1 116	100 304

METAL QUOTATIONS
GOLD 34.9125 PER OZ.
SILVER .91225 PER OZ.
LEAD .16 PER LB.
COPPER .3939 PER LB.

BASED ON WEEK ENDING 10-20 195 6

ASSAYS

	Smelter	Shipper	Umpire	Settlement
GOLD OZ. PER TON	03	05		04
SILVER OZ. PER TON	1 05	1 3		1 175
LEAD %	–			
COPPER %	4 67	4 84		4 755
INS. %				
SiO_2 %	83 2			83 2
Fe ~~Min~~ %	3 4			3 4
CaO %	7			7
Zn %	–			
S %	–			
Al_2O_3 %				
As %	–			
Sb %	–			
Ni %				
Bi %				

VALUES PER TON

	Pay Content	Price	Credit	Frt. Value
	.04	31.81925	1 27	
~~95%~~ - MIN. .5	.675	.91225	62	
50%				
DEDUCT 10#	85.1#	.3609	30 71	9 11
GROSS VALUE			32 60	11 00
DEDUCTIONS		DEBIT		
BASE		6 75		– 6 75
SiO_2 Conversion			2 75	+ 2 75
EXCESS VAL. OVER $ 20.00		1 26		
BULLION FRT. TAX		03		– 03
LABOR				6 97
TOTAL DEDUCTIONS		8 04		
NET VALUE PER DRY TON			27 31	Under
FRT. VALUE PER WET TON		XXX XX	XXX XX	20 00

The gold acquired in this material was held under Section 19 of the Provisional Gold Regulations of January 30 and 31, 1934, as amended, by the person from whom it was acquired by us.

DISTRIBUTION OF PROCEEDS

	Debit	Credit
TOTAL VALUE: 50.152 DRY TONS @ 27.31 PER TON		1369 65
LESS PLANT SAMPLING		
FREIGHT 50.710 WET TONS @ 9.08 PER TON PLUS TRANSP. TAX	474 26	
HAULING, PAY		
SAMPLING, PAY		
ASSAYING, PAY UNION	6 00	
UMPIRE, PAY		
REPRESENTATION, PAY Barnard	4 00	
AMOUNT WITHHELD PENDING RECEIPT OF SILVER AFFIDAVIT		
ROYALTY		
BALANCE PAY SHIPPER	885 39	PAY

3(c)2

Form SL-48 Revised 5M 11-55

AMERICAN SMELTING AND REFINING COMPANY

8-10 WEST FIRST SOUTH
SALT LAKE CITY, UTAH

PLANT LOT NO. 662

NAME OF SHIPPER GREAT WESTERN COPPER CO. GARFIELD PLANT, GARFIELD, UTAH 195

ADDRESS P.O. BOX 36128, LOS ANGELES 36, CALIF. PLANT LOT 662

SHIPPING POINT ZURICH, CALIF. SIL. 7644 SHIPPERS LOT 1

MINE NAME LORETTO COUNTY CLASS CRUDE SAMPLED BY GARFIELD

DATE RECEIVED	REC'D VIA	CAR INITIAL	CAR NUMBER	WEIGHTS GROSS WEIGHT	WEIGHTS CONTAINERS	WEIGHTS NET WET	MOISTURE %	MOISTURE POUNDS	NET DRY WEIGHT
3-10	UP	SP	362890			106160	3.4	3610	102550

METAL QUOTATIONS

GOLD	34.9125	PER OZ.
SILVER	.91375	PER OZ.
LEAD	.16	PER LB.
COPPER	.31425	PER LB.

BASED ON WEEK ENDING 3-16 1957

ASSAYS

	Smelter	Shipper	Umpire	Settlement
GOLD OZ. PER TON	.065			.065
SILVER OZ. PER TON	.125			.125
LEAD %	-			
COPPER %	.289			.284
INS. %				
SiO_2 %	8.28			8.28
Fe-Mn %	✓			✓
CaO %	✓			✓
Zn %				
S %	✓			✓
Al_2O_3 %				
As %				
Sb %				
Ni %				
Bi %				

VALUES PER TON

Pay Content	Price	Credit	Frt. Value
.065	31.8125	2.07	
80% - MIN. .75	41.375	.69	
80%			
DEDUCT 10# 47.8#	2.8125	1.344	.511
GROSS VALUE		16.20	7.87
DEDUCTIONS	DEBIT		
BASE	1.00		
EXCESS VAL. OVER $			
BULLION FRT. TAX	.02		
LABOR			
TOTAL DEDUCTIONS	1.02		
NET VALUE PER DRY TON		15.18	UNDER
FRT. VALUE PER WET TON	XXXXX	XXXXX	2000

The gold acquired in this material was held under Section 19 of the Provisional Gold Regulations of January 30 and 31, 1934, as amended, by the person from whom it was acquired by us.

DISTRIBUTION OF PROCEEDS

	Debit	Credit
TOTAL VALUE: 51.275 DRY TONS @ 15.18 PER TON		778.35
LESS PLANT SAMPLING		
FREIGHT 53.080 WET TONS @ 9.53 PER TON PLUS TRANSP. TAX	52.03	
HAULING, PAY		
SAMPLING, PAY		
ASSAYING, PAY		
UMPIRE, PAY		
REPRESENTATION, PAY		
AMOUNT WITHHELD PENDING RECEIPT OF SILVER AFFIDAVIT		
ROYALTY		
BALANCE PAY SHIPPER	257.32 PAY	

3(c)3

Form SL-48 Revised 5M 11-55

AMERICAN SMELTING AND REFINING COMPANY

8-10 WEST FIRST SOUTH
SALT LAKE CITY, UTAH

PLANT LOT NO. 746

NAME OF SHIPPER GREAT WESTERN COPPER CO. GARFIELD PLANT, GARFIELD, UTAH 195
ADDRESS P.O. BOX 36128, LOS ANGELES 36, CALIF. PLANT LOT 746
SHIPPING POINT ZURICH, CALIF. SIL. FLUX SHIPPERS LOT
MINE NAME LORETTO COUNTY CLASS CRUDE SAMPLED BY GARFIELD

DATE RECEIVED	REC'D VIA	CAR INITIAL	CAR NUMBER	WEIGHTS GROSS WEIGHT	WEIGHTS CONTAINERS	NET WET	MOISTURE %	MOISTURE POUNDS	NET DRY WEIGHT
3-18	UP	SP	365758			104.80	1.3	1360	103.220

METAL QUOTATIONS
GOLD 34.9125 PER OZ.
SILVER .91375 PER OZ.
LEAD .16 PER LB
COPPER .31315 PER LB.

BASED ON WEEK ENDING 3-23 1957

ASSAYS

	Smelter	Shipper	Umpire	Settlement
GOLD OZ. PER TON	.115	.12		.1125
SILVER OZ. PER TON	1.8	1.95		1.875
LEAD %				
COPPER %	.284	.289		.2865
INS. %				
SiO_2 %	83.4			83.4
Fe-Mn %				
CaO %				
Zn %				
S %				
Al_2O_3 %				
As %				
Sb %				
Ni %				
Bi %				

VALUES PER TON

PAY CONTENT		Price	Credit	Frt. Value
	.1125	31.8125	3.74	
~~DEC~~ MIN. 5	1.375	.91375	1.26	
50%				
DEDUCT 10#	47.3	.2801	13.25	
GROSS VALUE			18.25	
DEDUCTIONS		DEBIT		
BASE		1.00		
EXCESS VAL. OVER $				
BULLION FRT. TAX		.02		
LABOR				
TOTAL DEDUCTIONS		1.02		
NET VALUE PER DRY TON			17.23	UNDER
FRT VALUE PER WET TON		XXXXX	XXXXX	10.00

The gold acquired in this material was held under Section 19 of the Provisional Gold Regulations of January 30 and 31, 1934, as amended, by the person from whom it was acquired by us.

DISTRIBUTION OF PROCEEDS

	Debit	Credit
TOTAL VALUE: 51.610 DRY TONS @ 17.23 PER TON		889.24
LESS PLANT SAMPLING		
FREIGHT 52.290 WET TONS @ 9.53 PER TON PLUS TRANSP. TAX	513.27	
HAULING, PAY		
SAMPLING, PAY		
ASSAYING, PAY UNION	6.00	
UMPIRE, PAY		
REPRESENTATION, PAY BARNARD	4.00	
AMOUNT WITHHELD PENDING RECEIPT OF SILVER AFFIDAVIT		
ROYALTY		
BALANCE PAY SHIPPER	365.97	PAY

3 (c) 4

Form SL 45 Revised 5M 11-55

AMERICAN SMELTING AND REFINING COMPANY

8-10 WEST FIRST SOUTH
SALT LAKE CITY, UTAH

PLANT LOT NO. 845

NAME OF SHIPPER GREAT WESTERN COPPER CO. GARFIELD PLANT, GARFIELD, UTAH 195

ADDRESS P.O. BOX 66128, LOS ANGELES 36, CALIF. PLANT LOT 845

SHIPPING POINT ZURICH, CALIF. SHIPPERS LOT 3

MINE NAME LORETTA COUNTY CLASS CRUDE SAMPLED BY GARFIELD

DATE RECEIVED	REC'D VIA	CAR INITIAL	CAR NUMBER	GROSS WEIGHT	CONTAINERS	NET WET	MOISTURE %	MOISTURE POUNDS	NET DRY WEIGHT
3-27	UP	SP	304126			104300	09	938	103362

METAL QUOTATIONS

GOLD	34.9125	PER OZ.
SILVER	.91375	PER OZ.
LEAD	.16	PER LB.
COPPER	.3113	PER LB.

BASED ON WEEK ENDING 3-30 1957

ASSAYS	SMELTER	SHIPPER	UMPIRE	SETTLEMENT
GOLD OZ. PER TON	08	04		025
SILVER OZ. PER TON	14	20		145
LEAD %				
COPPER %	232	256	2.4	2.4
INS. %				
SiO_2 %	87.4			87.4
FE-MN %				
CAO %				
ZN %				
S %				
AL_2O_3 %				
AS %				
SB %				
NI %				
BI %				

VALUES PER TON	PAY CONTENT	PRICE	CREDIT	FRT. VALUE
	.085	34.8125	2 70	
~~95%~~ MIN. 5	1.45	.91375	1 32	
50%				
DEDUCT 10#	38.4#	.2783	10 69	4 11
GROSS VALUE			14 71	8 13
DEDUCTIONS		DEBIT		
BASE		1 00		
EXCESS VAL. OVER $				
BULLION FRT. TAX		02		
LABOR				
TOTAL DEDUCTIONS		1 02		
NET VALUE PER DRY TON			13 69	UNDER
FRT. VALUE PER WET TON		XXXXX	XXXXX	20 00

The gold acquired in this material was held under Section 19 of the Provisional Gold Regulations of January 30 and 31, 1934, as amended, by the person from whom it was acquired by us.

DISTRIBUTION OF PROCEEDS

	DEBIT	CREDIT
TOTAL VALUE: 51.681 DRY TONS @ 13.69 PER TON		707 51
LESS PLANT SAMPLING		
FREIGHT 52.150 WET TONS @ 9.53 PER TON PLUS TRANSP. TAX	511 90	
HAULING, PAY		
SAMPLING, PAY		
ASSAYING, PAY UNION	6 00	
UMPIRE, PAY L.S. NICHOLS	4 00	
REPRESENTATION, PAY BARNARD	4 00	
AMOUNT WITHHELD PENDING RECEIPT OF SILVER AFFIDAVIT		
ROYALTY		
BALANCE PAY SHIPPER	181 61	PAY

ITEM #3

GEOLOGIC REPORT ON LORETTO MINE

SUMMARY

The Loretta Mine 28 miles east of Big Pine, California, is owned by Mr. ~~C. W. Rodecker~~ W. R. NOACK of Los Angeles, California. The mine consists of five patented claims developed between 1897 and 1915.

Charles M. Schwab and Gale Borden were partners in the development but closed the mine down when World War One placed demands on their steel industry that required their full time. Both men died before operations could be renewed and only recently has title been cleared so that mining activities can be resumed. Under Schwab and Borden more than a quarter of a million dollars worth of development work was completed.

Development includes five adits at various levels and totals about 1000 feet of drifts and cross cuts. A shaft was sunk to a depth of 1800 feet and according to a letter in Schwab's old correspondence files, "several thousand feet of drifts and crosscuts" were run from this old shaft. A recent road now gives access to the property and the county is now improving the road. About one third of the distance is already topped with asphalt.

The ore body lies in a N60°E striking fault zone with a vertical dip. Several bands of mineralization are present. The most highly mineralized zone forms a vein over 400 feet long and 10 feet wide with a depth that likely exceeds 200 feet. It is persistent with increased richness of mineralization in Adit No. 3 at a depth of over 185 feet below the surface. Former workmen in the mine state that it continues to a depth of 900 feet before a change of dip leads the vein away from the shaft. Old miners who worked on the mine development declare that the tenor of the ore improved with depth and over 850,000 tons of "high grade" ore had been blocked out when the mine was "Temporarily" closed down in 1915.

The sample record shown in the following Table No. I indicates what may be expected from the most highly mineralized zone described in the above summary.

Samples 5, 8 and 38 are 8 foot channel cuts, taken across the middle of the high grade zone in various adits at depths up to 185 feet below the surface. The other samples were taken along a 500 foot length of the surface out crop of the same zone.

CONCLUSIONS

The portion of the ore body examined contains an estimated 100,000 tons of 4% or better copper ore within the first 200 feet of depth. It is however estimated that t is first 200 feet of ore is capable of producing a profit in excess of $400,000.00 in four years if a suitable mill for processing the ore is established in the vicinity of Big Pine, California.

Item I

JAMES B. CLIFFORD
EXECUTIVE VICE PRESIDENT

BANK OF ENCINO

COMMERCIAL - SAVINGS
17031 VENTURA BOULEVARD
ENCINO, CALIFORNIA
STATE 9-6131

May 4, 1960

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Dear Mr. Noack:

Reference is made to your loan application of April 28, 1960 in the amount of $25,200.00 for the purpose of developing a mining property near Big Pine, California.

Our Loan Committee has declined to extend this credit at this time on the basis of the apparent speculative nature of the venture, and further on the basis that we do not have funds available at this time for long term investments.

Yours very truly,

James B. Clifford
Executive Vice President

JBC:ib

TABLE NO. I
To follow page 2

Sample No.	Gold (oz.)	Silver (oz.)	CU@.30 Copper (%)	Total Value Per Ton
5	.015	1.35	6.6	$41.35
8	.11	.90	5.8	39.46
38	.04	.46	5.8	37.21
42	.015	.84	3.9	24.69
43	Trace	.80	4.7	28.92
46	.02	.42	5.5	34.08
50	.01	.48	4.1	25.38
Loretto #2	0.015	1.08	6.8	42.30

RECOMMENDATIONS

It is recommended that the owners take immediate advantage of a favorable economic condition to place the mine in operation.

The following steps should be observed:

1. Institute a contract with a suitable engineering firm for research on the ores for the purpose of determining the most efficient and economical flow sheet for milling and consentrating or recovering the copper.

2. Obtain a suitable mill site with sufficient water, an area for disposal of waste, a nearby power line and access to transportation that must be used to bring in the ore.

3. Turn over the data from Step No. 1 to a competent engineering firm and contract with them for the design and construction of a mill based upon that flow sheet. It is suggested that the design be for a 100-ton mill that is capable of expansion to a 250-ton or 300-ton capacity as development of the mine warrants.

4. Arrange with some good mine contractor

to produce the ore on a contract basis. Be sure that the contract requires development of the mine in such a manner that no portion of the ore body is lost or by-passed because of failure to follow good mining practice. The contractor shall handle all insurance, social security payments, etc. required by law to protect his employees and shall be responsible for maintaining all standard safety rules.

5. Contract with a reliable trucking firm for hauling the ore from the mine to the mill.

6. If it is found feasible to install an acid generating plant, arrange to have a reliable chemical engineer draw up the plans and arrange for the erection of the plant. Contract for a sulfur supply of a size recommended by the chemical engineer or purchase a sulfur mine capable of supplying the needs of the plant.

7. Ore reserves must be expanded (See Appendix V). Due to the consistency of the stories told by the old miners who worked in this mine over forty years ago, it is recommended that a tunnel be driven into the side of the mountain at a level approximately four hundred feet below the collar of the shaft so as to expose the larger and richer ore body these men claim to have seen there. This operation should be started as soon as possible since the capacity of the mill and method of operating the mine will be strongly influenced by an engineer's report on the presence and size of this ore body.

LOCATION

The Loretto Mine claims are located in the Big Pine Mining District, Inyo County, California, in Sec. 16, T8S, R37E, with the exception of small portions of the Marlborough and Marlborough No. 3 claims which extend to the southwest with small portions overlapping into Sections 17, 20, and 21 of T8S, R37E.

The Mine lies 28 miles due east of Big Pine, California on a road variously known locally as

1. The Loretto Road
2. The Waucoba-Loretto Road
3. Big Pine-Willow Spring Road

The mine is about 15 miles from the California-Nevada boundary and lies about 55 miles SW of Goldfield, Nevada. This places the mine almost 12 miles due west from the north end of Death Valley.

With reference to other prominent geographic and geological features, the mine is located on the east flank of the Inyo Mountains on top of a mountain spur at an elevation of about 5,200 to 5,700 feet. It is about one mile west of Eureka Valley, 3 miles NE of Cowhorn Valley and 9 miles SE of Deep Spring Valley.

in the field examination. Goethite is common but economically important only because small quantities of free gold and some silver seem to be associated with it. Field work has given little evidence of the nature of the silver minerals.

Primary minerals are very rare in the main ore body but the two small one foot veins found north of the main ore body show little alteration and several primary minerals are found in evidence. These include mostly chalcopyrite and pyrite with some bornite, covellite and chalcocite.

W. D. MATEER, Geologist

7-2515

EXBROOK 7-1717
CABLE ADDRESS • WEMACHY

WEMCO

A Division of Western Machinery Company

650 FIFTH STREET
SAN FRANCISCO 7, CALIFORNIA

April 22, 1960

Mr. William R. Noack
Holliday Hotel
Reno, Nevada

SUBJECT: WEMCO Laboratory Progress Report

Reference: Our L-840

Dear Mr. Noack:

Calculations for preliminary tests on the two samples from your Inyo County Loretto Mine are now complete. The five enclosed tables show the results of these tests. Table I describes the leaching tests and Tables II through V the froth flotation tests on leach test residues.

The non-sulfide copper content of both samples is readily amenable to static leaching at a reasonably coarse size (minus $\frac{1}{4}$ inch).

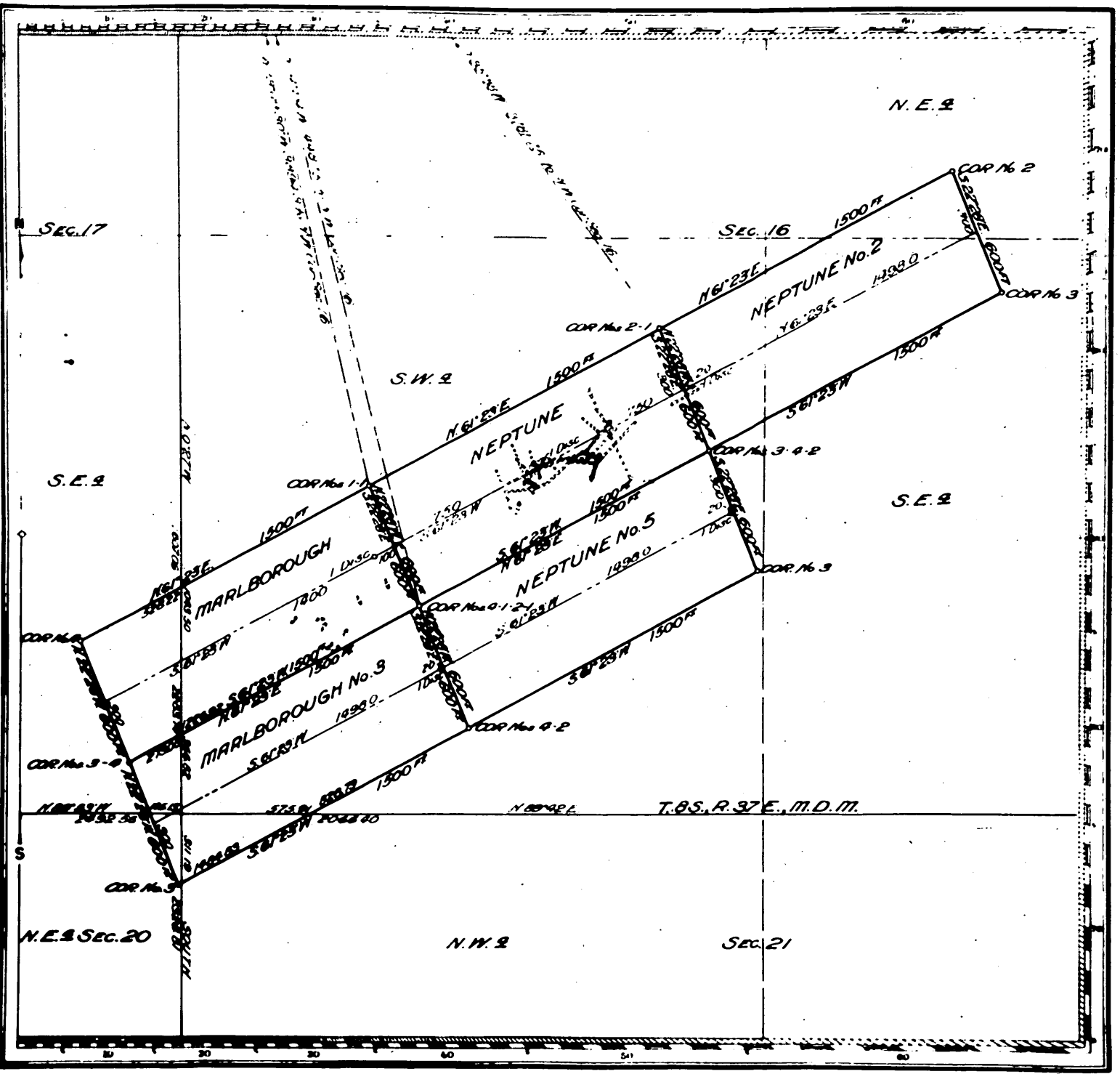
Copper recovery varied from 82.2 to 91.9% on sample -1 (1.145% N.S.Cu), and from 66.3 to 87.5% on Sample -2 (2.014% N.S.Cu). Highest extraction on Sample -1 was made with the plain sulfuric acid solution while the highest recovery on Sample -2 was with the Special solution furnished by Mr. Robert H. Raring. Silver was apparently not dissolved by either solution, however, some of the gold in Sample -1, which contained 0.105 ounces per ton, was dissolved by both solutions (58% by the Special solution and 12% by the sulfuric acid solution).

No attempt was made to determine the procedure required to remove copper from the leach solutions, however, it was observed that powdered iron or aluminum would remove the blue color from the wash solutions forming a copper colored precipitate.

Froth flotation of the leach residues resulted in the recovery of a small amount of the residual copper. Gold recovery by flotation was fair with poor recovery of silver. The assays on flotation products didn't check out too well, however, since the results were rather poor, we didn't think you would want to spend additional money trying to pin down the reason for differences.

We do plan to have the residue from Test S1-3 assayed to see how it checks with the parallel Test S1-1. These extra tests, S1-3 and S2-3 were made to give ample feed for flotation tests. Test S2-3 residue can't be assayed because one half of it was used for an exploratory flotation test and the other half for Test F2-2.

If you need further check tests, we will be happy to make them. Expenses to date are under $300,00, so several additional tests could be made without exceeding your original authorization.



Mineral Survey No. 5553

[redacted]

Independence Land District

PLAT

OF THE CLAIM OF

Loretto Copper Mining Company

KNOWN AS THE

NEPTUNE, NEPTUNE No. 2, NEPTUNE No. 5, MARLBOROUGH AND MARLBOROUGH No. 3 LODES

IN Big Pine MINING DISTRICT, Inyo COUNTY, California

Containing an Area of _____ Acres

Scale of 400 Feet to the inch

Variation 16° East

SURVEYED May 16-18, 1921 BY

William J. Moran, U.S. Deputy Mineral Surveyor.

The original Field Notes of the Survey of the Mining Claims of Loretto Copper Mining Company known as the "Neptune," "Neptune No. 2," "Neptune No. 5," "Marlborough" and "Marlborough No. 3" Lodes

from which this plat has been made under my direction, have been examined and approved, and are on file in this Office, and I hereby certify that they furnish such an accurate description of said Mining Claims as will, if incorporated into a patent, serve fully to identify the premises, and that such references to monuments thereon as natural objects or permanent monuments are well perpetuated and fix the lines thereof.

I further certify that Five Hundred Dollars worth of labor has been expended or improvements made upon said Mining Claims by claimant _____ or 115 grantors and that said improvements consist of 9 cuts, 4 tunnels, 1 tunnel and crosscut and the first 100 feet of a shaft (Improvement No. 2 Neptune Lode). Value $17,919.50

that the location of said improvements is correctly shown upon this plat, and that no portion of said labor or improvements has been included in the estimate of expenditures upon any other claim.

And I further certify that this is a correct plat of said Mining Claim made in conformity with said original field notes of the survey thereof, and the same is hereby approved.

U.S. Surveyor General's Office, San Francisco, September 20, 1921

Louis R. Meads, U.S. Surveyor General for California

GEOLOGY

Structure and Related Areas of Mineralization

The entire copper mineralized area of the Loretto Mine lies in a brecciated fault zone in granitic type rocks. North of this zone the rock is mostly fine grained, some almost rhyolitic in texture, while the rock south of this fault zone is usually much coarser in texture and frequently has well defined phenocrysts present. These granitic rocks are usually light gray to buff in color. No effort was made to trace the full extent of the fault zone but topographic features seen from the Loretto Mine indicate that its length in the vicinity of the mine very likely exceeds a mile. The strike is N60° E and it has a vertical dip. The boundaries of the fault zone are nearly straight and on the average the main fault zone is about 75 feet wide. Several well defined minor fault planes parallel this zone and intersecting faults with little linear displacement of the main fault pattern are to be found.

The pattern of mineralization emphasizes the tendency of the forces causing the fault to open up the breccia joints of one portion of the fault zone more

than others and thus bring about a series of mineralized zones and areas of different intensities. Although the economic minerals are more abundant in the highly brecciated areas much of the ore is disseminated through the nearby granite but never penetrates in abundance to any great depth. Some highly brecciated areas have little or no mineralization but the joints are tight and there is a possibility that some of the areas were brecciated by forces acting subsequent to mineralization of the adjoining zones.

Near to and on the east side of the shaft for about a hundred feet the mineralized area is highly silicified on the surface and it takes on the appearance of a quartz dike with a low copper mineralization (0.5%). The high quartz content does not continue with depth. Some of the more highly mineralized areas also have some of this quartz enrichment that is noticeable on the surface but soon disappears at shallow depths.

Areas of economic enrichment on the surface are about 20 feet wide and can be traced with little difficulty for 400 feet. Isolated exposures, usually only a few feet wide can be found at much greater distances along the outcrop of the fault zone.

Two thin one foot quartz-sulfide zone of exceptional richness lie (one 45 feet and the other 100 feet) north of the main zone of mineralization. and parallel to it. These are exceptionally persistent and can readily be traced for a distance of more than a thousand feet on the surface and are easily identified vertically below their outcrops where they appear in the tunnels.

Depth has shown appreciably increasing richness of mineralization, possibly from secondary enrichment.

The mine shaft was sunk on the north side of the main fault zone and too far north to be in line with the zone of greatest copper enrichment. The depth trends, however, are encouraging.

In tunnels at depths of about 65 feet and 160 feet below the surface in zones as much as 16 to 20 feet wide there are decided increases in the amount of copper mineralization.

Principal Minerals of Economic Importance

Secondary minerals make up the great bulk of these minerals. Malachite and chrysocolla are the most common minerals. Some azurite and cuprite were noticed

We hope the enclosed data will help you bring this property into successful operation and that you will call on us if we can be of any further service.

Very truly yours,

WEMCO DIVISION
Mineral Testing Laboratory

Jack V. Hill

Jack V. Hill, Manager
Mineral Testing Laboratory

Enclosures:
Tables I through V inclusive
Project L-840

JVH:re

MINERAL TESTING LABORATORY
WESTERN MACHINERY COMPANY

Date : March 22 & 23, 1960
By: J.V. Hill

Project L-840
Samples -1 & -2

TABLE I

Leach Tests on Samples of Loretto Mine Copper Ore Submitted by Mr. William R. Noack

TEST NO. & SOLU. USED	PRODUCT	GRAMS OR ml	ASSAYS % TOTAL Cu	ASSAYS % NonSulf Cu*	ASSAYS oz/Ton Au	ASSAYS oz/Ton Ag	% DISTRIBUTION TOTAL Cu	% DISTRIBUTION NonSulf Cu	% DISTRIBUTION Au	% DISTRIBUTION Ag **
S1-1 SPECIAL (Sample -1)	ORIG FEED	1194	1.351	1.145	0.105	1.8	100.0	100.0	100.0	100.0
	SOLUTION	990					70.1	82.2	58.0	
	RESIDUE	1164	0.415	0.209	0.045	2.0	29.9	17.8	42.0	
S1-2 H_2SO_4 (Sample -1)	ORIG FEED	1233	1.351	1.145	0.105	1.8	100.0	100.0	100.0	100.0
	SOLUTION	1020					78.3	91.9	12.0	
	RESIDUE	1199	0.302	0.096	0.095	1.8	21.7	8.1	88.0	
S1-3 SPECIAL (Sample -1)	ORIG FEED	1297	1.351	1.145	0.105	1.8	100.0	100.0	100.0	100.0
	SOLUTION	1100								
	RESIDUE	1272								
S2-1 SPECIAL (Sample -2)	ORIG FEED	1204	2.346	2.014	0.010	1.2	100.0	100.0	100.0	100.0
	SOLUTION	1020					75.6	87.5	**	
	RESIDUE	1165	0.592	0.260	0.010	1.2	24.4	12.5		
S2-2 H_2SO_4 (Sample -2)	ORIG FEED	1179	2.346	2.014	0.010	1.2	100.0	100.0	100.0	100.0
	SOLUTION	990					57.6	66.3	**	
	RESIDUE	1122	1.045	0.713	0.010	1.1	42.4	33.7		
S2-3 SPECIAL (Sample -2)	ORIG FEED	1096	2.346	2.014	0.010	1.2	100.0	100.0	100.0	100.0
	SOLUTION	900								
	RESIDUE	1053								

* Residues assumed to have same sulfide copper assay as ORIG FEED.
** Essentially no recovery.

NOTES: 1.) Special Solution furnished by R. Raring.
2.) H_2SO_4 Solution = 150 ml 66° Baume Technical H_2SO_4 + 4000 ml H_2O.
3.) Leach tests were conducted in 2000 ml beakers using 1 ml of solution for each gram of sample crushed to minus ¼ inch.

Date

Project

4.) Each leach was handled the same with occassional stirring over a period of about 24 hours.
5.) Considerable effervesence noted during all tests.
6.) After test period each beaker was decanted to remove the solutions shown above.
7.) Wash water volume equal to original solution volume was then added with stirring to each beaker. After standing a few minutes the total content of each beaker was vacuum filtered and the cake or residue dried and prepared for assay.

MINERAL TESTING LABORATORY
WESTERN MACHINERY COMPANY

Date 3/25/60 Project L-840

Engineer J.V. Hill Table No. II Test No. F1-1 Sample -1

Froth Flotation Test on a representative portion of Test S1-3 residue, stage crushed to -10 mesh. (636 g)

Point of Addition	Conditions			Reagents - Pounds per ton									
	Time Mins.	% Solids	pH	Soda Ash	R208	R301	AF31	MIBC					
Grind	8	60	8.0	2.0									
Condition	1	22			0.15	0.15	0.18						
Float	6	22	8.2					.05					

Product	% Wt.	Assay					% Distribution				
		Total % Cu	oz/ton Au	Ag			Total Cu	Au	Ag		
Assay Sample		** 1.351	0.105	1.8			100.0	100.0	100.0		
*Assay Flot Fd		0.415	0.045	2.0							
Calc. Flot Fd	100.0	0.858	0.100	2.0			63.5	95.2	100.0		
Concentrate	3.9	2.45	1.815	17.84			7.1	67.6	34.7		
Tail	96.1	0.793	0.030	1.37			56.4	27.6	65.3		
Leach Solu.							70.1	58.0	None		

* Leach test residue (Special solution)
** Sulfide Copper = 0.206%

MINERAL TESTING LABORATORY
WESTERN MACHINERY COMPANY

Date 3/25/60 Project L-840

Engineer J.V. Hill Table No. III Test No. F1-2 Sample -1

Froth Flotation Test on a representative portion of Test S1-2 residue stage crushed to -10 mesh. (721 g)

Point of Addition	Conditions			Reagents - Pounds per ton									
	Time Mins.	% Solids	pH	Soda Ash	R208	R301	AF31	MIBC					
Grind	8	60	7.8	2.5									
Condition	1	22			0.15	0.15	0.18						
Float	6	22	8.2					.05					

Note: All flotation test grinds estimated at about minus 100 mesh.

Product	% Wt.	Assay					% Distribution				
		Total % Cu	oz/ton Au	Ag			Total Cu	Au	Ag		
Assay Sample		** 1.351	0.105	1.8			100.0	100.0	100.0		
*Assay Flot Fd		0.302	0.095	1.8							
Calc. Flot Fd	100.0	0.293	0.083	1.5			22.7	78.0	100.0		
Concentrate	4.6	1.54	1.390	12.91			5.3	60.0	38.8		
Tail	95.4	0.233	0.020	0.98			17.4	18.0	61.2		
Leach Solu.							78.3	12.0	None		

* Leach test residue (H_2SO_4 Solution)
** Sulfide Copper = 0.206%

MINERAL TESTING LABORATORY
WESTERN MACHINERY COMPANY

Date 3/24/60 Project L-840

Engineer J.V. Hill Table No. IV Test No. F2-2 Sample -2

Froth Flotation Test on a representative portion of Test S2-3 residue stage crushed to -10 mesh. (558 g)

Point of Addition	Conditions			Reagents - Pounds per ton									
	Time Mins.	% Solids	pH	Soda Ash	R208	R301	AF31	MIBC					
Grind	8	60	8.0	2.0									
Condition	1	22			0.15	0.15	0.18						
Float	6	22	8.2					.05					

Product	% Wt.	Assay					% Distribution				
		Total % Cu	oz/ton Au	oz/ton Ag			Total Cu	Au	Ag		
Assay Sample		2.346**	0.010	1.2			100.0	100.0	100.0		
*Assay Flot Fd		0.592	0.010	1.2							
Calc. Flot Fd	100.0	0.931	0.015	1.1			39.7	100.0	100.0		
Concentrate	2.8	4.08	0.195	7.61			4.9	33.3	19.4		
Tail	97.2	0.841	0.010	0.89			34.8	66.7	80.6		
Leach Solu.							75.6	None	None		

* Leach Residue (Special Solution)
** Sulfide Copper = 0.332%

MINERAL TESTING LABORATORY
WESTERN MACHINERY COMPANY

Date 3/24/60 Project L-840

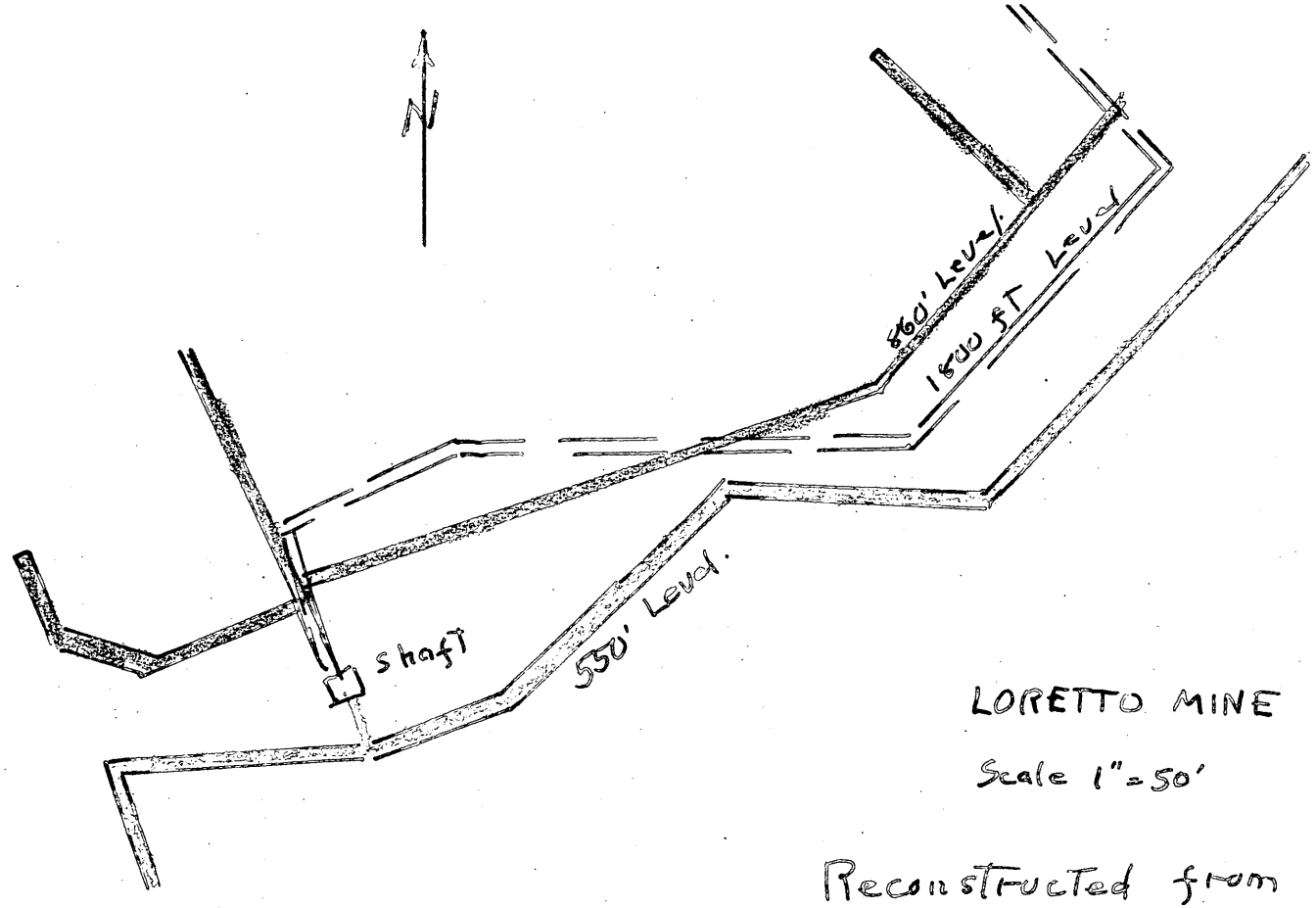
Engineer J.V. Hill Table No. V Test No. F2-3 Sample -2

Froth Flotation Test on a representative portion of Test S2-2 residue stage crushed to -10 m. (706 g)

Point of Addition	Conditions			Reagents - Pounds per ton									
	Time Mins.	% Solids	pH	Soda Ash	R208	R301	AF31	MIBC					
Grind	8	60	7.3	2.0									
Condition	1	22	8.4	0.5									
Condition	1	22			0.15	0.15	0.18						
Float	6	22	8.1					.05					

Product	% Wt.	Assay					% Distribution				
		Total % Cu	oz/ton Au	Ag			Total Cu	Au	Ag		
Assay Sample		** 2.346	0.010	1.2			100.0	100.0	100.0		
*Assay Flot Fd		1.045	0.010	1.1							
Calc. Flot Fd	100.0	0.557	0.015	1.0			23.7	100.0	100.0		
Concentrate	2.8	2.86	0.180	7.02			3.4	33.3	20.6		
Tail	97.2	0.491	0.010	0.79			20.3	66.7	79.4		
Leach Solu.							57.6	None	None		

* Leach Residue (H_2SO_4 solution)
** Sulfide Copper = 0.332%



LORETTO MINE

Scale 1" = 50'

Reconstructed from Patent Papers.

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME –
Contract No. 14-23-090 –
Contract Date

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Inyo, State of California;

described as follows:[2] Those certain lode mining claims known as NEPTUNE, NEPTUNE NO. 2, NEPTUNE NO. 5, MARLBOROUGH and MARLBOROUGH NO. 3 Lode Mining Claims. Designated by the Surveyor General as Survey No. 5553, embracing a portion of Section 16, 17, 20, and 21 in Township 8 South, Range 37 East of the Mount Diablo Meridian in the Big Pine Mining District, Inyo County, California, as described in patent from United States of America to Loretto Copper Mining Company, recorded June 4, 1952 in Book 97, Page 325, Official Records. Also all of Secion 16, Town. 8 So., Range 37 East, excepting above above described five patented mining claims.

hereinafter called the "land", is the subject of a proposed lease, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

WILLIAM R. NOACK[3]

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance 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]

2. 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.

3. 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 blank.)

NONE

1/ 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 must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. 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 true copies of such notice; and

5. 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.

6. Added provisions None (State "None" or "See Annex No._____".)

Dated this 6th day of May, 1960.

William R. Noack (Seal)	5173 Earl Drive	(Street)
William R. Noack	La Canada, California	(City & State)
Elisabeth Helene Noack (Seal)	5173 Earl Drive	(Street)
Elisabeth Helene Noack	La Canada, California	(City & State)
C. W. Rodecker (Seal)	1404 North Central Avenue	(Street)
C. W. Rodecker	Glendale, California	(City & State)
Marjorie R. Rodecker (Seal)	1404 North Central Avenue	(Street)
Marjorie R. Rodecker	Glendale, California	(City & State)
(Seal)		(Street)
		(City & State)
(Seal)		(Street)
		(City & State)

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., 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)

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME –
Contract No. 14-23-090 –
Contract Date

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Inyo, State of California;

described as follows:[2] These certain lode mining claims known as MINTURN, MINTURN NO. 2, MINTURN NO. 5, MARLBOROUGH and MARLBOROUGH NO. 3 Lode Mining Claims. Designated by the Surveyor General as Survey No. 5552, embracing a portion of Section 16, 17, 20, and 21 in Township 8 South, Range 37 East of the Mount Diablo Meridian in the Big Pine Mining District, Inyo County, California, as described in patent from United States of America to Loretto Copper Mining Company, recorded June 4, 1952 in Book 97, Page 325, Official Records, Also all of Section 16, Tsp. 8 So., Range 37 East, excepting above

hereinafter called the "land", are the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

[redacted],[3]

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance 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]

2. 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.

3. 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 blank.)

NONE

1/ 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 must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. 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 true copies of such notice; and

5. 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.

6. Added provisions None (State "None" or "See Annex No._____".)

Dated this 6th day of May, 1960.

William R. Noack (Seal)	5273 Earl Drive	(Street)
William R. Noack	La Canada, California	(City & State)
Elisabeth Helene Noack (Seal)	5273 Earl Drive	(Street)
Elisabeth Helene Noack	La Canada, California	(City & State)
C. W. Rodecker (Seal)	1401 North Central Avenue	(Street)
C. W. Rodecker	Glendale, California	(City & State)
Marjorie R. Rodecker (Seal)	1401 North Central Avenue	(Street)
Marjorie R. Rodecker	Glendale, California	(City & State)
(Seal)		(Street)
		(City & State)
(Seal)		(Street)
		(City & State)

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., 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)

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
RESTON, VIRGINIA 22092

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE, $300
953

AN EQUAL OPPORTUNITY EMPLOYER

POSTAGE AND FEES PAID
U. S. DEPARTMENT OF THE INTERIOR
INT-413

U.S.MAIL

AIRMAIL

☐ Moved, left no address
☐ No such number
☒ Moved, not forwardable
☐ Addressee unknown

Mr. C. W. Rodecker
1404 North Central Avenue
Glendale, California 91202

RETURN
TO WRITER
UNCLAIMED

GLENDALE, CA
OCT 6
PM
1975
91209

20

United States Department of the Interior

GEOLOGICAL SURVEY
RESTON, VIRGINIA 22092

September 29, 1975

Mr. C. W. Rodecker
1404 North Central Avenue
Glendale, California 91202

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Rodecker:

Enclosed is a self-explanatory letter dated September 29, 1975, to Mr. William R. Noack. This relates to the Lien and Subordination Agreements signed by you and Mrs. Rodecker on May 6, 1960.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo, Chief
Office of Minerals Exploration

Enclosure

Let's Clean Up America For Our 200th Birthday

United States Department of the Interior

GEOLOGICAL SURVEY
RESTON, VIRGINIA 22092

September 29, 1975

Mr. William R. Noack
P.O. Box 2888
Pasadena, California 91105

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Noack:

As the period of obligation for payment of royalties on production from the subject property has terminated, this is to inform you that the Government is closing its books and records on this contract. Therefore, according to its present records the Government retains no claim or lien for royalty pursuant to the terms of this OME contract.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo, Chief
Office of Minerals Exploration

Copy to: Mr. C. W. Rodecker

United States Department of the Interior

GEOLOGICAL SURVEY
RESTON, VIRGINIA 22092

September 29, 1975

Memorandum

To: Chief, Branch of Financial Management

From: Chief, Office of Minerals Exploration

Subject: Recording of realized loss under an OME contract

Write-off of the following realized loss under the listed OME contract is hereby authorized:

Contract	Docket	Operator	Write-off
2122	6092	William R. Noack	$25,669.97

Harold Kirkemo

cc:
DRF
MR Rdg.
OME Rdg.
OME Files
Mr. Kirkemo
Region II
HKirkemo/gpw

United States Department of the Interior
GEOLOGICAL SURVEY
RESTON, VIRGINIA 22092

September 29, 1975

Mr. C. W. Rodecker
1404 North Central Avenue
Glendale, California 91202

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Rodecker:

Enclosed is a self-explanatory letter dated September 29, 1975, to Mr. William R. Noack. This relates to the Lien and Subordination Agreements signed by you and Mrs. Rodecker on May 6, 1960.

Sincerely yours,

Harold Kirkemo, Chief
Office of Minerals Exploration

Enclosure

cc:
DRF
MR Rdg.
OME Rdg.
OME Files
Mr. Kirkemo
Region II
HKirkemo/gpw

United States Department of the Interior

GEOLOGICAL SURVEY
RESTON, VIRGINIA 22092

September 29, 1975

Mr. William R. Noack
P.O. Box 2888
Pasadena, California 91105

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Noack:

As the period of obligation for payment of royalties on production from the subject property has terminated, this is to inform you that the Government is closing its books and records on this contract. Therefore, according to its present records the Government retains no claim or lien for royalty pursuant to the terms of this OME contract.

Sincerely yours,

Harold Kirkemo, Chief
Office of Minerals Exploration

Copy to: Mr. C. W. Rodecker

cc:
DRF
MR Rdg.
OME Rdg.
OME Files
Mr. Kirkemo
Region II
HKirkemo/gpw

Let's Clean Up America For Our 200th Birthday

United States Department of the Interior

GEOLOGICAL SURVEY
12201 SUNRISE VALLEY DRIVE
RESTON, VIRGINIA 22092

Mr. William R. Noack
P.O. Box 2888
Pasadena, California 91105

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Noack:

In reply to your letter of May 25, 1975, you are correct in stating that the obligation for payment of royalty on production from the lands described in the subject contract terminates on September 27, 1975. However, in the event the outstanding balance ($25,669.97) and current accrued interest ($19,093.87 as of May 31, 1975) are repaid in full prior to September 27, the account would be closed as of the date of repayment.

I regret the delay in responding to your letter, but I was absent from the office between May 28 and June 23.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo, Chief
Office of Minerals Exploration

Copy to: Region II

cc: DRF
MR Rdg.
OME Rdg.
OME Files
Mr. Kirkemo

HKirkemo/gpw

United States Department of the Interior

GEOLOGICAL SURVEY
RESTON, VIRGINIA 22092

RECEIVED
MAY 10 1975
BIELE, HASLAM & HATCH

IN REPLY REFER TO: Office of Minerals Exploration

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Mr. W. Jeffery Fillmore
Attorney for Loretto Mining Co.
80 West Broadway
Suite 300
Salt Lake City, Utah 84101

Dear Mr. Fillmore:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

This has reference to the Assignment and Agreement, executed September 15, 1969, between William R. Noack and Loretto Mining Company.

We note in the Mining Record (Denver) of February 19, 1975, that a processing plant is now under construction by the Loretto Mining Company, and is expected to be in operation this spring. Is production planned from the Loretto Mine Group of claims? If so, royalty will be due the Government under provisions of the Assignment and Agreement of September 15, 1969, and OME Contract 2122.

Sincerely yours,

Harold Kirkemo, Chief
Office of Minerals Exploration

OFFICIAL COPY
O. M. E.
RECEIVED
JUN 3 1975

INITIALS	CODE

Form MME 63
(May 1970)

REQUEST FOR INFORMATION ON CERTIFIED PROJECT
OR PROJECT UNDER ROYALTY AGREEMENT

1. Since October 5, 1973, has there been a change in ownership, lease, or sublease? *If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before.* Yes ☒ No ☐

Lovetto Corporation dissolved and property reverted back to William R Noack.

2. Since October 5, 1973, has there been any production from the land subject to the contract? Yes ☐ No ☒

A. If so and it was shipped, give quantity, value, and name and address of purchaser.

Purchaser (*name and address*)	Quantity	Value

B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity (*tons*)	Estimated Grade	Location
Ore	NONE		
Concentrates			
Other			

3. Since workings (*see* , has any production been transported through *of contract*)? Yes ☐ No ☐

If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name	*Title*
William R Noack	owner.
Address Box 2888 Pasadena Ca 91105	*Date* 5/25/75.

BIELE, HASLAM & HATCH P.C.
80 WEST BROADWAY, SUITE 300
SALT LAKE CITY, UTAH 84101
PHONE 801 328-1666

IRVING H. BIELE
ROY G. HASLAM
GLEN M. HATCH
W. JEFFERY FILLMORE
LESLIE A. LEWIS

OF COUNSEL
HOWARD N. JONES

OFFICIAL COPY
RECEIVED
MAY 15 1975

May 13, 1975

Mr. Harold Kirkemo, Chief
Office of Minerals Exploration
United States Department of the Interior
Reston, Virginia 22092

Re: OME - 6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California Contract 2122

Dear Mr. Kirkemo:

All further correspondence for the above OME Contract should be sent directly to William R. Noack, 1743 Ellincourt, South Pasadena, California 91030.

Mr. Noack is more closely associated with the Loretto Mining Company operation and is better prepared to respond to your information. It would be appreciated if you would change your records to reflect all additional correspondence to go to him.

Sincerely,

BIELE, HASLAM & HATCH

W. Jeffery Fillmore

W. JEFFERY FILLMORE

WJF/lm

OFFICIAL COPY
O. M. E.
RECEIVED
JAN 8 1975
INITIALS | CODE
HK | GW

United States Department of the Interior

GEOLOGICAL SURVEY
~~WASHINGTON, D.C. 20242~~
RESTON, VIRGINIA 22092

IN REPLY REFER TO: Office of Minerals Exploration

November 27, 1974

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Mr. W. Jeffery Fillmore
Attorney for Loretto Mining Co.
80 West Broadway
Suite 300
Salt Lake City, Utah 84101

Dear Mr. Fillmore:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

This has reference to the Assignment and Agreement, executed September 15, 1969, between William R. Noack and Loretto Mining Company.

Sincerely yours,

Harold Kirkemo, Chief
Office of Minerals Exploration

Copy sent to RII

Dudley L. Davis
Mining Consultant
337 Colorado Avenue
Grand Junction, Colo. 81501

Form MME 63
(May 1970)

REQUEST FOR INFORMATION ON CERTIFIED PROJECT OR PROJECT UNDER ROYALTY AGREEMENT

1. Since October 5, 1973, has there been a change in ownership, lease, or sublease? *If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before.* Yes ☐ No ☒

2. Since October 5, 1973, has there been any production from the land subject to the contract? Yes ☐ No ☒

A. If so and it was shipped, give quantity, value, and name and address of purchaser. None

Purchaser *(name and address)*	Quantity	Value

B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity *(tons)*	Estimated Grade	Location
Ore			None
Concentrates			
Other			

3. Since workings *(see* , has any production been transported through *of contract)*? Yes ☐ No ☒

If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name Bradley L. Davis	*Title* President Loretto Mng Co
Address PO Box 2888, Pasadena, Ca. 91105	*Date* 12/28/72

United States Department of the Interior

GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

IN REPLY REFER TO: Office of Minerals Exploration

September 27, 1973

OFFICIAL COPY
O. M. E.
RECEIVED
OCT 10 1973

INITIALS	CODE
HK	HK
	File

AIRMAIL

Mr. W. Jeffery Fillmore
Attorney for Loretto Mining Co.
80 West Broadway
Suite 300
Salt Lake City, Utah 84101

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

RECEIVED
OCT 01 1973
BIELE - JONES & MURPHY

Dear Mr. Fillmore:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

This has reference to the Assignment and Agreement, executed September 15, 1969, between William R. Noack and Loretto Mining Company.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo
Chief, Office of
Minerals Exploration

Received OME 10/10/73
Copy to: Region II

Form MME 63
(May 1970)

REQUEST FOR INFORMATION ON CERTIFIED PROJECT OR PROJECT UNDER ROYALTY AGREEMENT

1. Since October 5, 1972, has there been a change in ownership, lease, or sublease? *If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before.* Yes ☐ No ☒

2. Since October 5, 1972, has there been any production from the land subject to the contract? Yes ☐ No ☒

A. If so and it was shipped, give quantity, value, and name and address of purchaser.

Purchaser *(name and address)*	Quantity	Value

B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity *(tons)*	Estimated Grade	Location
Ore			
Concentrates			
Other			

3. Since October 5, 1972, has any production been transported through workings *(see of contract)*? Yes ☐ No ☒

If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name	*Title*
W. Jeffery Fillmore	Attorney for Company
Address	*Date*
80 West Broadway	October 5, 1973

Salt Lake City Utah

~~Inbo~~
OME

United States Department of the Interior

GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

IN REPLY REFER TO: Office of Minerals Exploration

September 27, 1972

AIRMAIL

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Loretto Mining Company
c/o Biele, Jones, Murphy & Haslam
72 East Fourth South, Suite 280
Salt Lake City, Utah 84111

RECEIVED
SEP 29 1972
BIELE - JONES & MURPHY

OCT 16 1972
MINERALS CODE
130
HK ~~120~~

Gentlemen:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

This has reference to the Assignment and Agreement, executed September 15, 1969, between William R. Noack and Loretto Mining Company.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo
Chief, Office of
Minerals Exploration

Copy to R-II

Form MME 63
(May 1970)

REQUEST FOR INFORMATION ON CERTIFIED PROJECT OR PROJECT UNDER ROYALTY AGREEMENT

1. Since September 30, 1971 has there been a change in ownership, lease, or sublease? *If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before.* Yes ☐ No ☒

2. Since September 30, 1971, has there been any production from the land subject to the contract? Yes ☐ No ☒

A. If so and it was shipped, give quantity, value, and name and address of purchaser.

Purchaser *(name and address)*	Quantity	Value

B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity *(tons)*	Estimated Grade	Location
Ore			
Concentrates			
Other			

3. Since , has any production been transported through workings *(see of contract)*? Yes ☐ No ☐

If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name	*Title*
W. JEFFERY FILLMORE	Attorney for Loretto Mining Company
Address 80 West Broadway, Suite 300 Salt Lake City, Utah 84101	*Date* October 5, 1972

Elmer
Fox
&
Company

Certified Public Accountants
136 East South Temple / Salt Lake City, Utah 84111 / (801) 328-8991

April 11, 1972

Mr. Harold Kirkemo
Chief, Office of Minerals Exploration
United States Department of the Interior
Geological Survey
Washington, D. C. 20242

RE: OME-6092 (Copper)
William R. Noack
Loretto Mining Company, Assignee
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Kirkemo:

In connection with an examination of the financial statements of Loretto Mining Company at March 31, 1972, please confirm by completing, signing and returning the enclosed copy of this letter directly to us, Elmer Fox & Company, 1515 University Club Building, Salt Lake City, Utah 84111, the amount the Company will be indebted to the U.S. Government for payment of royalties on production from the land, should it become productive.

$25,669.97	Balance outstanding on the principal at March 31, 1972.
14,422.12	Accrued interest to March 31, 1972.
$40,092.09	Total balance owing as of March 31, 1972.
5-3/4%	Annual rate of interest being charged

An addressed envelope is enclosed for your reply.

Very truly yours,

Keith Sedgwick

Keith Sedgwick, CPA

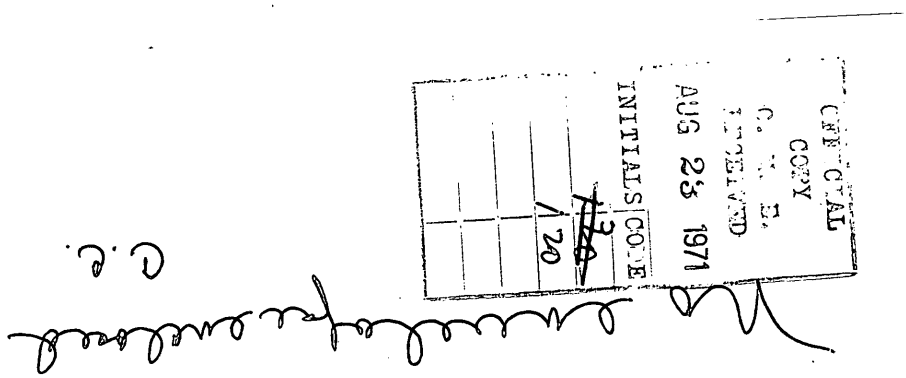
KS:ks
Enclosure

Robert A. Weeks
For: Harold Kirkemo
Chief, Office of Minerals Exploration
April 17, 1972

Kirk:

We sent them a similar statement on August 11, 1971.

gla



Kirk always calls Ann Gabor to get amou[illegible] of interest 6/71

Docket OME-6092
Contract 2122
No royalty payments made

5-3/4% interest Total amount $25,699.97

Accrued interest to Mar.31 14,422.12

Total balance as of Mar. 31 40092.09

Please sign at bottom

9/27

United States Department of the Interior

GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

IN REPLY REFER TO: Office of Minerals Exploration

September 27, 1971

Loretto Mining Company
c/o Mr. W. Jeffery Fillmore
Biele, Jones & Murphy
117 East Fourth South Street
Salt Lake City, Utah 84111

RECEIVED
SEP 30 1971
BIELE, JONES & MURPHY

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Gentlemen:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

This has reference to the Assignment and Agreement, executed September 15, 1969, between William R. Noack and Loretto Mining Company.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo
Chief, Office of
Minerals Exploration

OFFICIAL COPY
O. M. E.
RECEIVED
OCT 4 1971

INITIALS	CODE
glr	130
HK	120
	220

Cy to RII

Form MME 63
(May 1970)

REQUEST FOR INFORMATION ON CERTIFIED PROJECT OR PROJECT UNDER ROYALTY AGREEMENT

1. Since October 1, 1970, has there been a change in ownership, lease, or sublease? *If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before.* Yes ☐ No ☒

2. Since October 1, 1970, has there been any production from the land subject to the contract? Yes ☐ No ☒

A. If so and it was shipped, give quantity, value, and name and address of purchaser.

Purchaser *(name and address)*	Quantity	Value

B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity *(tons)*	Estimated Grade	Location
Ore			
Concentrates			
Other			

3. Since workings *(see* , has any production been transported through *of contract)*? Yes ☐ No ☒

If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by: Loretto Mining Company

Name	*Title*
Biele, Jones, Murphy & Haslam	Attorneys for Loretto Mining Company
Address 72 East Fourth South, Suite 280 Salt Lake City, Utah 84111	*Date* September 30, 1971

Elmer
Fox
&
Company

Certified Public Accountants
136 East South Temple / Salt Lake City, Utah 84111 / (801) 328-8991

August 19, 1971

Mr. Harold Kirkemo
Chief, Office of Minerals Exploration
United States Department of the Interior
Geological Survey
Washington, D. C. 20242

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Loretto Mining Company, Assignee
Inyo County, California
Contract 2122

Dear Mr. Kirkemo:

In connection with an examination of the financial statements of Loretto Mining Company at July 31, 1971, please confirm by completing, signing and returning the enclosed copy of this letter directly to us, Elmer Fox & Company, 1515 University Club Building, Salt Lake City, Utah 84111, the amount the Company will be indebted to the U.S. Government for payment of royalties on production from the land, should it become productive.

_____ Balance outstanding on the principal at July 31, 1971

_____ Accrued interest to July 31, 1971

_____ Total balance owing as of July 31, 1971

_____ Annual rate of interest being charged

An addressed envelope is enclosed for your reply.

Very truly yours,

Ray O. Westergard/eg

Ray O. Westergard, CPA

ROW:ba
Enclosure

Elmer
Fox
&
Company

Certified Public Accountants
136 East South Temple
Salt Lake City, Utah 84111

SALT LAKE CITY, UTAH
PM
20 AUG
1971

SALT LAKE CITY
AUG 2 1971
UTAH

ALWAYS USE
ZIP CODE
U.S. POSTAGE
PB METER
P.B. 823286

AIR MAIL

Mr. Harold Kirkemo
Chief, Office of Minerals Exporation
United States Department of the Interior
Geological Survey
Washington, D. C. 20242

Elmer
Fox
&
Company

Certified Public Accountants
136 East South Temple / Salt Lake City, Utah 84111 / (801) 328-8991

August 19, 1971

Mr. Harold Kirkemo
Chief, Office of Minerals Exploration
United States Department of the Interior
Geological Survey
Washington, D. C. 20242

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Loretto Mining Company, Assignee
Inyo County, California
Contract 2122

Dear Mr. Kirkemo:

In connection with an examination of the financial statements of Loretto Mining Company at July 31, 1971, please confirm by completing, signing and returning the enclosed copy of this letter directly to us, Elmer Fox & Company, 1515 University Club Building, Salt Lake City, Utah 84111, the amount the Company will be indebted to the U.S. Government for payment of royalties on production from the land, should it become productive.

_____ Balance outstanding on the principal at July 31, 1971

_____ Accrued interest to July 31, 1971

_____ Total balance owing as of July 31, 1971

_____ Annual rate of interest being charged

An addressed envelope is enclosed for your reply.

Very truly yours,

Ray O. Westergard /eq

Ray O. Westergard, CPA

ROW:ba
Enclosure

220

Elmer
Fox
&
Company

Certified Public Accountants
136 East South Temple / Salt Lake City, Utah 84111 / (801) 328-8991

Mr. Harold Kirkemo
Chief, Office of Minerals Exploration
United States Department of the Interior
Geological Survey
Washington, D. C. 20242

RE: OME-6092 (Copper)
William R. Noack
Loretto Mining Company, Assignee
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Kirkemo:

In connection with an examination of the financial statements of Loretto Mining Company at July 31, 1971, please confirm by completing, signing and returning the enclosed copy of this letter directly to us, Elmer Fox & Company, 1515 University Club Building, Salt Lake City, Utah 84111, the amount the Company will be indebted to the U.S. Government for payment of royalties on production from the land, should it become productive.

$25,669.97	Balance outstanding on the principal at July 31, 1971
$13,436.41	Accrued interest to July 31, 1971
$39,106.38	Total balance owing as of ~~May~~ July 31, 1971
5-3/4%	Annual rate of interest being charged

An addressed envelope is enclosed for your reply.

Very truly yours,

Ray O. Westergard

Ray O. Westergard, CPA

August 11, 1971

ROW:vg
Enclosure

The data requested are presented herewith.

Harold Kirkemo

Harold Kirkemo
Chief, Office of Minerals Exploration

United States Department of the Interior

GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

IN REPLY REFER TO: Office of Minerals Exploration

September 27, 1970

Loretto Mining Company
c/o Mr. W. Jeffery Fillmore
Biele, Jones & Murphy
117 East Fourth South Street
Salt Lake City, Utah 84111

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

OFFICIAL COPY
O. M. E.
RECEIVED
OCT 5 1970

INITIALS	CODE
gla	130
HK	120
it	220

Gentlemen:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

This has reference to the Assignment and Agreement, executed September 15, 1969, between William R. Noack and Loretto Mining Company.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo
Chief, Office of
Minerals Exploration

copy to P-II

Form MME 63
(May 1970)

REQUEST FOR INFORMATION ON CERTIFIED PROJECT OR PROJECT UNDER ROYALTY AGREEMENT

1. Since October 1, 1969, has there been a change in ownership, lease, or sublease? *If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before.* Yes ☐ No ☒

2. Since October 1, 1969, has there been any production from the land subject to the contract? Yes ☐ No ☒

A. If so and it was shipped, give quantity, value, and name and address of purchaser.

Purchaser *(name and address)*	Quantity	Value

B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity *(tons)*	Estimated Grade	Location
Ore			
Concentrates			
Other			

3. Since workings *(see* , has any production been transported through *of contract)*? Yes ☐ No ☒

If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value
None		

Submitted by:

Name W. Jeffery Fillmore Biele, Jones, Murphy & Haslam	*Title* Attorney for Loretto Mining Company
Address 72 E. 4th So., Suite 280, Salt Lake City, Utah	*Date* October 1, 1970

Elmer
Fox
&
Company

Certified Public Accountants
136 East South Temple
Salt Lake City, Utah 84111

SALT LAKE CITY
JUN 26
PM
1970

SALT LAKE CITY
JUN26'70
UTAH

U.S. POSTAGE
10

Air Mail

Mr. Harold Kirkemo
Chief, Office of Minerals Exploration
United States Department of the Interior
Geological Survey
Washington, D. C. 20242

OFFICIAL
COPY
O. M. E.
RECEIVED
JUN 29 1970
MINERALS OFF

Shel 3.0
HK 4.00
220

June 26, 1970

Mr. Harold Kirkemo
Chief, Office of Minerals Exploration
United States Department of the Interior
Geological Survey
Washington, D. C. 20242

RE: OME-6092 (Copper)
William R. Noack
Loretto Mining Company, Assignee
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Kirkemo:

In connection with an examination of the financial statements of Loretto Mining Company at May 31, 1970, please confirm by completing, signing and returning the enclosed copy of this letter directly to us, Elmer Fox & Company, 1515 University Club Building, Salt Lake City, Utah 84111, the amount the Company will be indebted to the U.S. Government for payment of royalties on production from the land, should it become productive.

$25,669.97	Balance outstanding on the principal at May 31, 1970
11,713.70	Accrued interest to May 31, 1970
37, 383.67	Total balance owing as of May 31, 1970
5-3/4%	Annual rate of interest being charged

An addressed envelope is enclosed for your reply.

Very truly yours,

Ray O. Westergard, CPA

ROW:ba

Enclosure

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
2/11/70		120
		220

AIRMAIL

Mr. W. Jeffery Fillmore
Biele, Jones & Murphy
117 East Fourth South Street
Salt Lake City, Utah 84111

FEB 11 1970

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Fillmore:

This is in reply to your letter of January 30, 1970, requesting geological and engineering reports filed with the Office of Minerals Exploration concerning the subject contract, for which you enclosed a check for a maximum amount of $15.00.

The material available consists of page-size sheets and extra copies of maps and maps on small sheets which we have duplicated in our office. It is therefore not necessary to refer the duplication order to an outside firm. Accordingly, your check is returned herewith. The following material is enclosed:

1. Operator's narrative for month ending December 37, 1961, (one page).

2. Operator's Final Report, dated August 2, 1963 (2 pages).

3. Plan View of Loretto Mine, Composite of 300' & 435' levels, scale 1" - 20'.

4. Loretto Mine map, February 2, 1962.

5. Geological map of 300ft level.

6. Geological map of 435ft level.

7. Loretto Mine assay map of 300, 435 foot levels.

This material together with the material sent you on January 19, 1970, is all the factual data which are available.

Sincerely yours,

Harold Kirkemo (gla)

Harold Kirkemo
Chief, Office of Minerals Exploration

cc: Director's Reading File
Mineral Resources
OME docket
OME Reading File
OME Region II w/cy incoming letter

Enclosures
Mr. Kirkemo

HKirkemo/gla 2-11-70

BIELE, JONES & MURPHY
117 EAST FOURTH SOUTH STREET
SALT LAKE CITY, UTAH 84111
PHONE 328-1666

January 30, 1970

Mr. Harold Kirkemo
Chief, Office of Minerals Exploration
Geological Survey
Department of the Interior
Washington, D.C. 20242

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Kirkemo:

We have been advised that geological and engineering reports are filed with the Office of Minerals Exploration whenever an OME contract is made for exploration of properties.

We desire to obtain copies on file for the above properties and would appreciate purchasing xerox copies of reports if they are available for purchase.

Enclosed is a check restricted to a maximum amount of $15.00 to cover the cost of the xeroxing. If you could please have your office provide a sufficient number of copies and fill in the proper amount on the check, it would be greatly appreciated. If further amounts are necessary, please advise and they will be forwarded.

Sincerely,

BIELE, JONES & MURPHY

W. Jeffery Fillmore

WJF:sw

OFFICIAL COPY
O. M. E.
RECEIVED
FEB 2 1970
120

copy to P-II

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
1/19/70		120
		220

JAN 1 0 1970

Mr. W. Jeffery Fillmore
Biele, Jones & Murphy
117 East Fourth South Street
Salt Lake City, Utah 84111

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Fillmore:

Thank you for your letter, dated January 13, 1970, enclosing a check in the amount of $3.00 for a copy of the subject contract, as amended, and the certification.

Enclosed are Xerox copies of the following:

Contract, MME Form 51, dated September 27, 1960 (eight pages), one Lien and Subordination Agreements, and three maps

Amendment No. 1, dated April 21, 1961 (one page)
Amendment No. 2, dated June 14, 1962 (eight pages)
Amendment No. 3, dated July 19, 1962 (one page)
Amendment No. 4, dated September 12, 1962 (two pages) and Exhibit B (three pages)
Amendment No. 5, dated February 15, 1963 (one page)
Amendment No. 6, dated July 15, 1963 (one page)

Certification of Possible Production, dated November 21, 1963.

Sincerely yours,

Harold Kirkemo (gla)

Harold Kirkemo
Chief, Office of
Minerals Exploration

Enclosures

cc: Director's Reading File
Mineral Resources
OME file
OME Reading File
OME Region II
Mr. Kirkemo

GLAult/a 1-19-70

BIELE, JONES & MURPHY
117 EAST FOURTH SOUTH STREET
SALT LAKE CITY, UTAH 84111
PHONE 328-1666

January 13, 1970

Mr. Harold Kirkemo
United States Department of Interior
Geological Survey
Washington, D.C. 20242

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Kirkemo:

Thank you for your letter dated January 8, 1970, in explanation of any misunderstanding we had on the assignment of the OME Contract interest and payment of the royalties.

We are enclosing a check for $3.00 and request a copy of the Contract as amended and the certification of possible production. Your prompt cooperation has been appreciated.

Sincerely,

BIELE, JONES & MURPHY

W. Jeffery Fillmore

W. Jeffery Fillmore

WJF:sw

OFFICIAL COPY
U. S. D. I.
JAN 16 1970

1 30
~~1 20~~ M
1 20

OFFICE OF MINERALS EXPLORATION
U.S. GEOLOGICAL SURVEY

TO: Budget and Finance

FROM: Office of Minerals Exploration

- ABSTRACT OF REMITTANCES -

Date	Amount	Bank, City and State	Name of Remitter	Docket & Contract Numbers	Purpose
1/13/70	$3.00	American Natl' Bank, Salt Lake	Noack, Wm. R. (Irving H. Biele)	OME 6092 E-2122	Duplicating

REMARKS: (List smelter or mill lot numbers covered by royalties)

1/16/70
Date Prepared

C Curtin
Person Preparing Abstract

Date Received

Person Receiving Remittance

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
1/8/70		120
		220

AIRMAIL

JAN 8 1970

Mr. W. Jeffery Fillmore
Biele, Jones & Murphy
117 East Fourth South Street
Salt Lake City, Utah 84111

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Fillmore:

The subject contract has not been transferred by the Government from William R. Noack to the Loretto Mining Company, Assignee, as stated in your letter dated December 31, 1969.

The purpose of our letter to you of November 19, 1969, was to acknowledge receipt of the Assignment and Agreement between Noack and Loretto Mining Company and to advise you that the Government will look first to Loretto Mining Company for payment of royalties on production. We also furnished the address to which royalty payments should be delivered or mailed, and the balance outstanding on the account as of October 31, 1969.

Article 2(c) of the contract states as follows:

> "The Operator shall preserve and maintain his right, title, or 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 royalty on production and liens for the payment thereof. Two true 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."

And further, Article 6(b) of the contract states as follows:

> "Royalty on production.--The Operator, whether or not the producer (for example, if the Operator either transfers or does not retain his interest in the land), shall pay to the Government a royalty on all minerals and metals mined or produced from the land as follows:
>
> "(1) irrespective of any certification of possible production--from the date of the contract until the lapse of the time within which the Government may issue such certification or until the total net amount contributed by the Government is fully repaid with interest, whichever occurs first; or
>
> "(2) if the Government issues a certification of possible production--for a period of ten years /Amendment No. 2 extended this to fifteen (15) years/from the date of the contract or until the total net amount contributed by the Government is fully repaid with interest, whichever occurs first."

These provisions require that the Government be furnished the Assignment and Agreement referred to in our letter of November 19, 1969. That agreement assigned Noack's interest in the property, but not the OME contract. Perhaps the inclusion of "Loretta Mining Company, Assignee" in the caption of our letter dated November 19, 1969, led you to believe that the contract had been assigned by the Government. If so, we regret that the letter was incorrectly captioned.

A copy of the contract, as amended, and the Certification of Possible Production can be furnished at a cost of $3.00 to cover duplicating and mailing. A check or money order payable to the U. S. Geological Survey should accompany your request. However, we suggest that you first try to obtain this material from Mr. Noack as he should have the Operator's copy.

Sincerely yours,

Harold Kirkemo (gla)

Harold Kirkemo
Chief, Office of
Minerals Exploration

cc: Director's Reading File
Mineral Resources
OME docket
OME Reading File
OME Region II w/copy incoming letter
Mr. Kirkemo
130

HKirkemo/gla 1-8-70

BIELE, JONES & MURPHY
117 EAST FOURTH SOUTH STREET
SALT LAKE CITY, UTAH 84111
PHONE 328-1666

December 31, 1969

OFFICIAL COPY
O. M. E.
RECEIVED
JAN 5 1970
INITIALS CODE
gle 120
120
220

United States Department of the Interior
Geological Survey
Washington, D.C. 20242

Attention: Mr. Harold Kirkemo

Re: OME-6092 (Copper)
William R. Noack
Loretto Mining Company Assignee
Loretto Mine, a group of claims
Inyo County, California
Contract 2122

Gentlemen:

We have appreciated your transferring the above contract to the Assignee of the property, Loretto Mining Company. We have not, however, obtained a copy of the contract 2122 and would appreciate it if you would forward us a copy of the contract and any other documentation of the OME interest in the property for use in documenting our files.

Sincerely,

BIELE, JONES & MURPHY

W. Jeffery Fillmore

W. Jeffery Fillmore

WJF:sw

Copy to R-II

OFFICIAL FILE COPY

Date	Surname	Code
11/19/69		120
		220

Mr. W. Jeffery Fillmore
Biele, Jones & Murphy
117 East Fourth South Street
Salt Lake City, Utah 84111

NOV 19 1969

Re: OME-6092 (Copper)
William R. Noack
Loretta Mining Company, Assignee
Loretta Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Fillmore:

Thank you for the copy of the Assignment and Agreement between Noack and Loretta Mining Company dated September 15, 1969. We understand that the title was transferred to Loretta Mining Company on October 1, 1969. The Government henceforth will look first to Loretta Mining Company for payment of royalties on production from the land described in the subject contract, and set forth in the Certification of Possible Production dated November 21, 1963.

Royalty payments should be made in favor of the U. S. Geological Survey and mailed or delivered to the Field Officer, Office of Minerals Exploration, Region III, Room 203, Building 53, Denver Federal Center, Denver, Colorado 80225.

As of October 31, 1969, the balance outstanding on the principal was $25,669.97, and accrued interest was $10,856.39 for a total balance of $36,526.36.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo
Chief, Office of
Minerals Exploration

cc: Director's Reading File
Mineral Resources File
OME Docket
OME Reading File
OME Region II
Mr. Kirkemo
130

HKirkemo/bsl 11/19/69

R-II

BIELE, JONES & MURPHY
117 EAST FOURTH SOUTH STREET
SALT LAKE CITY, UTAH 84111
PHONE 328-1666

November 7, 1969

OFFICIAL COPY
O. M. E.
RECEIVED
NOV 18 1969
INITIALS | CODE
130
120

Mr. Harold Kirkemo
Chief of Mineral Exploration
U.S. Department of Interior
Washington, D.C. 20242

Re: OME-6029 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Gentlemen:

Mr. William R. Noack sold the above property to the Loretto Mining Company by Agreement,* September 15, 1969, and which possession changed on October 1, 1969. The report is being filed in his behalf.

It would be greatly appreciated if you could provide us with the current balance due and owing on the OME Loan on the above properties as soon as possible, including interest as of October 31, 1969.

Sincerely,

BIELE, JONES & MURPHY

W. Jeffery Fillmore

W. Jeffery Fillmore

WJF:sw

*See left side

IN REPLY REFER TO:
Office of Minerals Exploration

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

SEP 29 1969

Mr. William R. Noack
P. O. Box 247
Palo Alto, California 94302

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Noack:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo
Chief, Office of
Minerals Exploration

OFFICIAL COPY
O. M. E.
RECEIVED
NOV 18 1969

INITIALS	CODE
glo	130
	220

see Kirkemo letter to Opr. 11/19/69

Copy to R-II

MME Form 63
Revised 7-65

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since September 28, 1968 has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☑ No ☐

   The properties have been sold and transferred to Loretto Mininc Company, a Delaware corporation, with its principal place of business at 266 Phillips Petroleum Building, Salt Lake City, Utah. Possession was transferred on October 1, 1969. Sale Agreement is attached.

2. Since September 28, 1968, has there been any production from the land subject to the contract? Yes ☐ No ☑

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity		Estimated Grade	Location
Ore		Tons		
Concentrates		Tons		
Other		Tons		

3. Since , has any production been transported through workings (see of contract)? Yes ☐ No ☑

   If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name William R Noack Title ~~Oct 2 1969~~

Address ~~Box~~ 247 Date Oct 2 1969

Palo Alto Ca 94302

IN REPLY REFER TO:
Office of Minerals Exploration

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

September 25, 1968

Mr. William R. Noack
P. O. Box 247
Palo Alto, California 94302

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Noack:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

Frank E. Johnson

Frank E. Johnson
Chief, Office of
Minerals Exploration

OFFICIAL COPY
O. M. E.
RECEIVED
OCT 1, 1968

INITIALS	CODE
gla	130
RJ	110
	220

Copy to R-II

MME Form 63
Revised 7-65

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since October 29, 1967, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☒

2. Since October 29, 1967, has there been any production from the land subject to the contract? Yes ☐ No ☒

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity		Estimated Grade	Location
Ore		Tons		
Concentrates		Tons		
Other		Tons		

3. Since the contract through workings (see of contract), has any production been transported Yes ☐ No ☒

   If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name William R Noack Title Owner.

Address Box 247 Palo Alto Cal 94302 Date Sept 28, 1968

MME Form 7
(2/63)

4/15/68

OFFICIAL FILE COPY

Date	Surname	Code
	On leave	110
		120
		220

AIRMAIL

Mr. C. W. Rodecker
1400 North Central Avenue
Glendale, California 91202

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Dear Mr. Rodecker:

This is in reply to your letter of April 1, 1968, requesting information on the subject contract.

Only one OME contract has been awarded to Mr. William R. Noack to explore the Loretto Mine group of claims. The total estimated cost of the exploration was $60,910.00, of which the Government participation was set at $30,455.00. The Government retains a lien on the land under the contract and any production therefrom until September 27, 1975.

Copies of exploration contracts ordinarily are furnished only to the operators under the contracts. However, upon receipt of written authorization from Mr. Noack, a copy of his contract, as amended, will be sent to you. There will be a charge of $3.00 to cover the cost of duplicating and mailing the contract. A check or money order payable to the U. S. Geological Survey should accompany the written authorization from Mr. Noack.

Sincerely yours,

Harold Kilmer

For: Frank E. Johnson
Chief, Office of
Minerals exploration

cc: Director's Reading File
Division File
Economic Geology File
OME docket
OME Reading File
OME Region II w/cy Mr. Rodecker's letter

FEJohnson/gla 4-15-68

OFFICIAL COPY
O. M. E.
RECEIVED
APR 12 1968

INITIALS	CODE
gla	130
	~~120~~
	110
	220

1400 North Central Avenue
Glendale, Calif. 91202
April 6, 1968

United States Department of the Interior
Office of Minerals Exploration
Washington, D. C.

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Gentlemen:

As you will notice in your records, I hold a trust deed note on the above-mentioned Loretto Mine in Inyo County, California.

Could you please tell me whether one or two O.M.E. loans have been made on this property and the amount of each.

Will you please be kind enough to mail copies of all existing loan contracts on this property to me. I find that I do not have copies of any loan committments in my files.

Thanking you for your prompt reply, I am

Very truly yours,

C. W. Rodecker

C. W. Rodecker

CWR:He

Copy to R-II

MME Form 14
July 1965

Contract No. ~~Idm-E~~ 14-23) 2122

Docket No. ~~XMEA~~ MME) OME-6092

Date of Action September 29, 1975
Contract Termination

DEPARTMENT OF THE INTERIOR
U. S. Geological Survey

OBLIGATION DOCUMENT

To: Chief, Branch of Budget & Finance

From: Chief, Office of Minerals Exploration

Please enter the amounts shown below on the accounts of the Office of Minerals Exploration.

Name and Address of Contractor:
Mr. William R. Noack
P.O. Box 2888
Pasadena, California 91105

Date of Contract	Region	State	Commodity
	II	California	Copper
	Reserve		Obligation
Prior Amount			
Increase			
Decrease			
Revised Amount			

Remarks:

cc: 110
800
210

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

OCT 27 1967

Mr. William R. Noack
~~623 East California Blvd.~~
~~Pasadena, California 91106~~
PO Box 247
Palo Alto Ca 94302

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

OFFICIAL COPY
O. M. E.
RECEIVED
NOV 3 1967

INITIALS	CODE
glo	130
	~~120M~~
JG	~~110~~
	130
	220

Dear Mr. Noack:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

Frank E. Johnson

Frank E. Johnson
Chief, Office of
Minerals Exploration

Copy to R-II

MME Form 63
Revised 3-62

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since September 1966, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☒

2. Since September 1966, has there been any production from the land subject to the contract? Yes ☐ No ☒

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity	Estimated Grade	Location
Ore	Tons		
Concentrates	Tons		
Other	Tons		

3. Since , has any production been transported through workings (see of contract)? Yes ☐ No ☒

   A. If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name William R Noack Title Owner

Address PO Box 247 Date Oct 29, 1967

Palo Alto Ca 94302

4511

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

September 14, 1966

Mr. William R. Noack
~~1115 Cordova - Apt. 315~~
Pasadena, California 91106
623 E. California Blvd

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

OFFICIAL COPY
O. M. E.
RECEIVED
SEP 26 1966

INITIALS	CODE
9/26 MK	120 M
JEJ	~~160~~
HKO	~~120K~~
	550

Dear Mr. Noack:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

FRANK E. JOHNSON
Frank E. Johnson
Chief, Office of
Minerals Exploration

over

MME Form 63
Revised 7-65

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since **March 1965**, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☒

2. Since **March 1965**, has there been any production from the land subject to the contract? Yes ☐ No ☒

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity		Estimated Grade	Location
Ore		Tons		
Concentrates		Tons		
Other		Tons		

3. Since , has any production been transported through workings (see of contract)? Yes ☐ No ☒

   If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name William R. Noack Title owner

Address 623 E California Blvd Date Sept 20, 1966

Pasadena Calif 91106,

File in OME - 6092

GENERAL SERVICES ADMINISTRATION

Property Management and Disposal Service

Washington, D.C. 20405

AUG 26 1966

IN REPLY REFER TO:

OFFICIAL COPY
O. M. E.
RECEIVED
AUG 30 1966

INITIALS	CODE
	120
	110
	120

Mr. Frank Johnson, Director
Office of Minerals Exploration
U. S. Geological Survey
Department of the Interior
Washington, D. C. 20242

Dear Mr. Johnson:

Enclosed is a copy of a release signed by Mr. William R. Noack, Pasadena, California, which authorizes access to any company information which may be available in the Office of Minerals Exploration's files related to his Loretto Mine, Inyo County, California.

We requested the written authority on the advice of Mr. Ottey Bishop, Department of the Interior representative on the Interagency Working Group established to evaluate proposals under the Government's copper production expansion program.

Mr. Bishop is coordinating this matter with appropriate field personnel.

Sincerely yours,

for: Bob Ross
Acting Manager, Strategic and
Critical Materials Disposal

Enclosure

Keep Freedom in Your Future With U.S. Savings Bonds

DATE: Aug. 17, 1966

The undersigned, on behalf of William R. Noack, O.M.E. Loan 6092, Loretto mine,
(firm or individual having information on file)
hereby agrees that the Government may utilize any company confidential data or other company information which may be available in the files of the Office of Minerals Exploration, the U. S. Geological Survey, and the Bureau of Mines.

This authorization is solely for the use of appropriate officials of the Government in evaluating the proposal of William R. Noack (Loretto Mine) under the Government's copper production expansion program.

SIGNED: William R. Noack

TITLE: Owner

FIRM: Loretto Mine

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

February 8, 1965

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Dear Sir:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

George C. Selfridge

George C. Selfridge, Chief
Division of Exploration Operations

OFFICE COPY
O. M. E.
RECEIVED
MAR 9 1965

INITIALS	CODE
	100
BJ	110
3/9 Mm	120
	120
ama	800

MME Form 63
Revised 3-62

OME-6092
2122

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since February 1963 , has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☒

2. Since February 1963 , has there been any production from the land subject to the contract? Yes ☐ No ☒

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity	Estimated Grade	Location
Ore	Tons		
Concentrates	Tons		
Other	Tons		

3. Since , has any production been transported through workings (see of contract)? Yes ☐ No ☒

   A. If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name William R. Noack
William R. Noack

Address 1115 Cordova - Apt. 315
Pasadena, Calif. 91106

Title Owner

Date March 3, 1965

4511

Docket copy

PROJECT SUMMARY REPORT

By W. R. Griswold March 10, 1964

1. OME-6092 (Copper)
Contract 2122

Property -

Loretto Mine Group of Claims
Inyo County, California

Operator -

William R. Noack
5173 Earl Drive
La Canada, California

Operator's Property Rights -

Property owned subject to mortgage held by C. W. Rodecker. Lien and Subordination Agreement dated May 6, 1960.

2. Contract dated September 27, 1960.

Work Authorized -

Shaft rehabilitation, surface to 300 level	$ 8,000.00	
Drifting and crosscutting, 600 feet @ $34.00/ft.	20,400.00	
Timbering of drifts and crosscuts, 100 feet @ $7.00/ft.	700.00	
Assaying, 100 samples for Cu, Au and Ag @ $5.00 each	500.00	
Total Estimated Cost of Project		$29,600.00
Government Participation @ 50%		$14,800.00

Amendments -

No. 1, dated April 21, 1961, extends date for starting work from November 14, 1960, to January 15, 1961. Also extends completion period from nine to fifteen months from such date. Repayment period extended from ten to eleven years.

No. 2, dated June 14, 1962, adds Stages II, III, and IV, and increases costs. Provision is made to rehabilitate the shaft to the 550 level and do 350 feet of crosscutting and drifting on such level. *Total estimated costs became $60,910.00
*Extends completion period to 30 months and extends repayment period to 15 years.

Amendments (continued) -

No. 3, dated July 19, 1962, allows equipment changes.

No. 4, dated September 12, 1962, allows change in type of generator used.

No. 5, dated February 15, 1963, extends completion period to 33 months. The proposed 550 level is changed to the 435-ft. level.

No. 6, dated July 15, 1963, extends completion period from 33 to 34 months from contract date.

Work Completed -

Shaft rehabilitation, surface to 435 level	$18,450.95	
Drifting and crosscutting, 950 feet @ $34.00/ft.	32,330.00	
Drift timbering, 17 feet @ $7.00/ft.	119.00	
Assaying, 94 samples @ $5.00 each	470.00	
Total cost of project		$51,339.95
Government participation @ 50%		$25,669.97

Work completed February 1963.

3. Report of Review dated October 7, 1963.

Operator's final report, August 2, 1963
Field final report November 15, 1963

4. Certification of possible production November 21, 1963.

Ore Reserve

80,000 tons 1.42% Cu, 0.~~02~~ .03 oz Au, and 0.80 oz. Ag.
120,000 " including "Possible"

5. Comments -

Low-grade copper ores, a mixture of oxides and sulphides, occur within a shear zone traversing a granitic rock. From work done to date the ore occurrence seems somewhat sporadic, which would be a handicap to any form of cheap mining.

The old shaft, which was partly rehabilitated (to the 435-ft. level) is reported to be 1800 feet deep. Undoubtedly additional rehabilitation, plus crosscutting and drifting, would

5. Comments (continued) -

open up more ore, of probably a similar nature. However, ores of such grade, unless existing in a substantial mass, are of little economic value under modern-day costs of extraction.

W. R. Griswold, Chief
Division of Minerals

WRGriswold/gla
cc: Director's Reading File
Mr. Johnson
Docket
Code 500

MME Form 17
Mar. 59

OFFICE OF MINERALS EXPLORATION

WORK COMPLETED ANALYSIS

— Certified 11-21-63

After final audit or review report is received, prepare in duplicate. File original in official docket. Send copy to Code 210.

Operator: William R. Noack

Actual Cost: ✓

State:

Agreed Unit Cost: ✓

Final Report of Audit:

Commodity: Cu.

Docket No.: OME 6092

Final Report of Review: 10-7-63

Contract No.: 2122

Type of Work (Use these categories only)	Authorized by Contract and Amendments		Completed and Paid for		Net cost after sale of Gov't. Property
	Units	Cost 1/	Units	Cost 1/	
Drifting & Crosscutting	950'	32,330	950'	32,330.00	
Raising					
Shafts Rehabilitation	550'	26,490	435'	$18,450.95	
~~Winzes~~ Drift timbering	200	1400	17	119	
~~Drilling~~ (Specify) Assaying	200	1000	94	470.	
Surface Excavation		60,910			$51,339.95
Underground Excavation					
Roads and Trails					
Operating Equipment Purchased					
Surface Rehabilitation & Repairs					
Underground Rehabilitation					
New Building, Improvements, etc.					
Other (Specify)					
Totals		60,910			2/ 51,339.95

1/ Round off to dollars.
2/ Net cost total must agree with final report of audit or review.

Prepared by W R Hauwold Date 3/10/64

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco, California, 94111

Memorandum November 5, 1963

To : Chief, Division of Field Operations, OME, Washington, D. C.

From : Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
Wm R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Enclosed is a copy of a letter from the subject operator, requesting information in regards to OME final examination report on how much ore and grade were exposed in his OME contract work.

It is realized this type of information is dynamite and that no information will be given and the operator will be so advised.

Paul V. Fillo

Paul V. Fillo

Enclosure
cc:
Chief, Division of Field Operations, OME, Washington, D. C.

OFFICIAL FILE COPY
O. M. E
RECEIVED NOV 13 1963

DATE		
11/13		800
		120
~~11/15~~	~~Murphy~~	~~500~~
11/13		
11-13		100

WILLIAM R. NOACK

5173 EARL DRIVE • LA CANADA, CALIFORNIA

November 4, 1963

Mr. Paul Fillo
Office of Mineral Explorations
555 Battery Street
San Francisco, California

Dear Paul:

With this new Berlin crisis, one can never tell but what something could happen and I may have to put the Loretto into production.

I do not know what your final reports are. Is it possible to give me a letter stating how much ore and what grades are indicated by our O.M.E. work?

No.

I talked to Mr. Bertlesen, the E.M. with the Small Business Administration, and he told me that if we develop sufficient ore on our O.M.E. contract that he would recommend to the S.B.A. that they give me a loan to build a mill.

Any information you can legitimately give me to help me in my planning would be very much appreciated.

I talked to our friend, Ralph, on the telephone last week, sent him all of my papers on the silver property at Austin which he promised to review and come up to La Canada and possibly work out a plan of working with me. I hope that we can soon report to you that we are working together.

Our White Caps mine is working hard on our mill at Austin, Nevada. The next time you go through Austin, ask for Ted Stevens at the International Cafe or if it is in daylight visit the mill at the foot of the canyon and see him. He is our mill man and it is possible that I might be in oraround Austin and we can get together. I telephoned your San Francisco office the last two times I was there, and you were out in the field each trip.

Best regards,

William R. Noack

WRN:He

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco, California, 94111

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 13 1963

DATE		
11/13	mcg	800
		120
11/14	Murphy	500

November 5, 1963

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Dear Mr. Noack:

In response to your letter of November 1, 1963, I am sorry to report, but all DMEA and OME files are classified as confidential and are to be used for Government only.

For further information regarding OME data, I suggest you write to our Washington office for advice.

Sincerely yours,

PAUL V. FILLO

Paul V. Fillo
Acting Field Officer
OME, Region II

cc:

Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California, 94111

Extra
OFFICIAL FILE COPY
O. M. E
RECEIVED OCT 22 1963
DATE | INITIALS | CODE
Original 600
Copy

October 18, 1963

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Re: OME-~~6092 (Copper)~~
~~William R. Noack~~
Loretto Mine
Inyo County, California
Contract 2122

Dear Mr. Noack:

Enclosed herewith for your files is a copy of an Amended Report of Review dated October 7, 1963, with regards to your contract prepared by Mr. E. D. Talbert, OME, auditor.

The Acting Field Officer, OME, Region II, concurs in the facts stated in this Amended Report of Review.

Sincerely yours,

Paul V. Fillo
Acting Field Officer
OME, Region II

Enclosure

cc:
Chief, Division of Contract Administration and Audit, OME, Washington, D. C.
Chief, Division of Field Operations, OME, Washington, D. C.

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
	Selfridge	120
10/7	Cole	220
		500

OCT 7 1963

Memorandum

To: Acting Field Officer, Region II

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

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

By memorandum dated September 24 you forwarded to the Department's Fiscal Section the original and two copies of an amended final MME Form 60 and attachments as submitted by the subject Operator to bill for heretofore unclaimed Stage III costs. This voucher was referred to this Division in accordance with the footnote on the August 20, 1963, Report of Review, which includes the parenthetical statement that Stage III costs would be allowed "if claimed and adequately substantiated by the Operator, approved by the Acting Field Officer, and found acceptable by this Division".

By appropriate entries and certification on the supporting MME Form 61 you have indicated your acceptance of 35 feet of Stage III shaft rehabilitation and the Operator has adequately documented costs in excess of the maximum allowable amount. Accordingly, an Amended Report of Review has been prepared and two copies thereof are attached. One copy is for your files and one copy for forwarding to the Operator.

By copy of this memorandum the referred documents are being returned to the Fiscal Section, together with the original of the Amended Report of Review, for payment of the balance of $1,315.47 found to be due the Operator.

Enclosures

EDTalbert/ama 10-7-63

cc: Docket
Director's Reading File
CA & A Division
Fiscal Section

43683

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California, 94111

OFFICIAL FILE COPY
O. M. E.
RECEIVED SEP 3 1963
DATE | INITIALS | CODE
9/4 | | 800
Drawed | | 800

August 28, 1963

Memorandum

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

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

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

Also enclosed is a copy of the subject operator's final voucher for payment.

PAUL V. FILLO

Paul V. Fillo

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California, 94111

OFFICIAL FILE COPY
O. M. E.
RECEIVED SEP 3 1963

FILES	CODE
9/4	800
Griswold	500
Fryson	

August 28, 1963

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Dear Mr. Noack:

Enclosed herewith for your files is a copy of a Report of Review dated August 20, 1963, for the subject contract prepared by Mr. E. D. Talbert, OME, auditor.

The Acting Field Officer, OME, Region II, concurs in the facts stated in this Report of Review.

Sincerely yours,
PAUL V. FILLO

Paul V. Fillo
Acting Field Officer
OME, Region II

Enclosure

cc:
Contract Administration and Audit Division, OME, Washington, D. C.
Chief, Division of Field Operations, OME, Washington, D. C.

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
8/20	Johnson	110
	[illegible]	100
8/20	[illegible]	220
		500

AUG 20 1963

Memorandum

To: Acting Field Officer, Region II

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

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

As requested by your August 16 memorandum, a Report of Review in lieu of a final audit has been prepared for the subject contract. If you concur in the facts stated therein, the enclosed original and two copies should be distributed in accordance with section 4 of OME Circular 2.

As evidence of your concurrence, a copy of your letter transmitting the Operator's copy should be furnished to this Division. If for any reason you do not concur, the original and both copies should be returned to this Division with your comments.

In connection with such concurrence your attention is invited to the note on the second page of the Report of Review. Your memo indicates acceptance of shaft rehabilitation from the 300 foot level to the 435 foot level at a total cost of $7,820.00 under Stages II and III. The contract, as amended, provides a maximum of $7,820.00 for rehabilitation to the 400 foot level under Stage II and a maximum of $75.17/foot for rehabilitation from the 400 foot to 435 foot levels under Stage III.

The copy of the Operator's final MME Forms 60 and 61, which was enclosed with your memorandum, is returned. In the future please be guided by the instructions at the top of page 2 of OME Circular 2, i.e., "The memorandum will be accompanied by the originals of any applicable unpaid forms MF-104 or MME-60, MF-104A or MME-61, and supporting documentation".

Enclosures

EDTalbert/ama
8-20-63

cc: Docket
Director's Reading File
CA & A Division
Fiscal Section

43683

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco, California, 94111

Memorandum November 15, 1963

To : Chief, Division of Field Operations, OME, Washington, D. C.

From : Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine Group of Claims
Inyo County, California
Contract 2122

Enclosed is the original and two copies of the Final Report on the subject contract.

Augusta Nealon
For: Paul V. Fillo

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

RECEIVED		
DATE		
		~~130~~
		500

1 cy 130

UNITED STATES
DEPARTMENT OF THE INTERIOR
STEWART L. UDALL, SECRETARY

OFFICE OF MINERALS EXPLORATION

REPORT OF EXAMINATION

by

ACTING FIELD OFFICER, REGION II

FINAL REPORT

OME-6092 (Copper), Contract 2122

Loretto Mine

Inyo County, California

FIELD
FINAL REPT.

By
Paul V. Fillo
Acting Field Officer
OME, Region II

November 14, 1963

C O N T E N T S

	Page
Introduction	1
Summary	1
Conclusions and Recommendations	2
Location, Accessibility, and Local Facilities	2
Property	3
History and Production	3
OME Project	4
Expenditures	7
Units, Unit Costs, and Total Expenditures	7
Geology	9
Geological Setting	9
Ore Reserves	10
Sampling	11

I L L U S T R A T I O N S

Figure 1 ..... Index Map

Figure 2 ..... Geological Map of 300-foot level

Figure 3 ..... Geological Map of 435-foot level

Figure 4 ..... Assay Map of 300- and 435-foot levels

INTRODUCTION

The Loretto Mine, Inyo County, California, was explored by William R. Noack, 5173 Earl Drive, La Canada, California. The work was done in corporation with the Office of Minerals Exploration, Docket No. OME 6092, Contract 2122, dated September 27, 1960.

The cost of the project was $51,339.95 of which the Government's share at 50 per cent was $25,669.97. Work was begun on January 15, 1961, and completed on July 20, 1963. An examination of the property to evaluate the completed work was made on August 23, 1963, by Paul V. Fillo, Acting Field Officer, Office of Minerals Exploration, and was accompanied by Philip Saulque, who represented the operator. The examiner mapped and sampled the ore exposed by the 435-foot level drift easterly from the shaft.

SUMMARY

The purpose of the project was to explore oxidized copper-bearing veins in granitic rocks at 300-foot and 435-foot levels. The 435-foot level was authorized by an amended contract. A moderate exploration program was justified by the presence of oxidized copper mineralization on the surface and in the No. 2 and No. 3 adits.

The project work comprised of rehabilitating the Loretto shaft from the surface to 435-foot level; and this included installation of hoist, shaft, headframe, and collar set; 600 feet of drifting and crosscutting

on 300-foot level; and 350 feet of drifting and crosscutting on the 435-foot level. The operator took 94 samples to analyze for gold, silver, and copper. The examiner took 28 samples.

The oxidized copper-bearing fault zone in granitic rocks was intersected by crosscutting 30 feet southeast of the shaft on 300-foot level and was followed for 600 feet in a general trend of N. 60 E. On the 435-foot level the fault zone was intersected 7 feet southeast from the shaft and 350 feet of crosscutting and drifting along and in the vicinity of the fault zone.

In the near future the operator plans to rehabilitate the shaft to the 550-foot level for further exploration of the fault zone. In the operator's final report, an estimated reserve of 84,000 tons, averaging 1.5 per cent Cu was calculated from the surface to 435 foot-level. During the period of the contract, approximately 1,800 tons of ore was mined and stockpiled on the property.

CONCLUSIONS AND RECOMMENDATIONS

Under the OME project the drifting and crosscutting work on the 300-foot and 435-foot levels exposed oxidized and primary copper ores of promising showing. Although the mineralization occurs sporadically within the brecciated fault zone, mineralization appears to be continuous at greater depth. It is recommended a certification of the discovery of 80,000 tons of indicated and inferred reserves averaging 1.42 per cent copper, 0.02 oz. gold, and 0.80 oz. of silver per ton be approved.

LOCATION, ACCESSIBILITY AND LOCAL FACILITIES

The area explored is on the east flank of the Inyo Mountains near

the crest of a mountain spur at an elevation varying from 5,200 to 5,700 feet. The property lies about a mile west of Eureka Valley in sec. 16, T. 8 N., R. 37 E., MDB&M, Bigpine Mining District of Inyo County, Nevada.

The property is 28.5 miles east of Bigpine, California, and can be reached from Bigpine by traveling easterly 2.8 miles on the all-weather Westgard Pass road; thence, turn right, southeasterly, and follow the Saline Valley road for 24.8 miles then turn right and follow the mine access road for 0.9 miles to the Loretto shaft. Mine labor and mining equipment and supplies are available in Bishop, California, which is 15 miles north of Bigpine. There is no timber or water on the mine property.

Since there are no facilities in the area for milling, the operator has made a survey study of the water table in Eureka Valley (4 miles by road from the property) with a possibility of building a leaching plant some day for processing the oxidized copper ores. His studies revealed that the program is feasible for a leaching plant.

PROPERTY

History and Production

The land referred to in the contract consisted of five patented lode-mining claims and are held in fee by the operator and his wife, subject to a mortgage held by C. W. Rodecker. The property had been known prior to 1885. The first location notice was filed on Neptune claim in January 2, 1897, and soon after the additional claims were located. The ownership of the property had changed several times until 1907 when Charles M. Schwab purchased the property and worked it until 1916 then the property was shut-down on account of World War I, as the owner was engaged in the steel market.

The property has been idle since 1916. In 1954 C. W. Rodecker was granted a "Decree Quieting Title" by the courts of Inyo County, California. The five patented claims are recorded in Inyo County Office, Independence, California, as follows:

Patented Claims	Mineral Survey No.
Neptune	5553
Neptune No. 2	5553
Neptune No. 5	5553
Marlborough	5553
Marlborough No. 3	5553

Refer to detailed list of mining claims attached to the owner's Consent to Lien dated May 6, 1960. All of the claims are included in the contract.

No ores were sold during the period of the contract; and, therefore, no royalties were paid to the Government. Approximately 1,800 tons of copper ore, which will average about 1.5 per cent, was stockpiled on the property. The ore was mined during the drifting program of the contract.

THE OME PROJECT

The work authorized by the original contract was as follows:

Rehabilitate the Loretto shaft from surface to 300-foot level. This included installation of hoist, shaft, headframe, and collar set.

On the 300-foot level of the shaft, to drift and crosscut 600 feet; to drift and/or crosscut, and timber 100 feet; assay 100 samples. The work in the original contract was designated as Stage I: The contract was amended and amplified through Amendment No. 2 when the work was divided into four stages.

Stage II

Rehabilitate the Loretto shaft from 300-foot level to 400-foot level.

Stage III

Rehabilitate the Loretto shaft from 400-foot level to 550-foot level.

Stage IV

Drift and/or crosscut 350 feet on 550-foot level; drift and/or crosscut, timbering 100 feet; assay 100 samples.

The completed work is itemized as follows:

Item	Authorized	Completed	Remainder
Stage I			
Shaft rehabilitation (surface to 300 ft. level)	Job	Job	None
Drifting and crosscutting	600 ft.	600 ft.	None
Timbering	100 ft.	10 ft.	90 ft.
Sample assaying	100 ea.	50 ea.	50 ea.
Stage II			
Shaft rehabilitation (300 ft. to 400 ft. level)	Job	Job	None

Item	Authorized	Completed	Remainder
Stage III			
Shaft rehabilitation (400 ft. to 550 ft. level)	150 ft.	35 ft.	115 ft.
Stage IV			
Drifting and crosscutting	350 ft.	350 ft.	None
Timbering	100 ft.	7 ft.	93 ft.
Sample assaying	100 ea.	44 ea.	56 ea.

During the period of the contract, six amendments thereto were issued.

"Amendment No. 1, dated April 21, 1961. The date of November 14, 1960, for beginning the work is deleted and the date January 15, 1961, is substituted. Extending time fixed for completion of the work from 9 months to 15 months. The maximum period for royalty payments and the lien to secure the payment thereof is increased from 10 years to 11 years from the date of the contract.

"Amendment No. 2, dated June 14, 1962; the date fixed by Amendment No. 1 for completion of the work is further extended from 15 months to 30 months from the date of the contract. The contract was amended and the allowable costs of the contract was increased from $29,600.00 to $60,910.00. The Government will contribute 50 per cent of the allowable costs as they are incurred, in a total sum not in excess of $30,455.00. The maximum period for royalty payments and the lien to secure the payment thereof is changed from eleven years from the date of the contract to fifteen years from the date of the contract.

"Amendment No. 3, dated July 19, 1962, with reference to Amendment No. 2, paragraph 6, to the contract, under Exhibit A, Estimated costs as to both Stages II and III, Category (4)(c), operating equipment depreciation, at pages 6 and 7 of Amendment No. 2, is revised and amended by deleting the items 'Mancha trammer with 5 cars, $2,250.00' and '37 1/2 K.W. Generator, $1,500.00 and substituting in lieu thereof '50 K.W. International Diesel Generator, $3,750.00'

"Amendment No. 4, dated September 12, 1962; in paragraph 1 of Amendment No. 3 to the contract, is revised and amended by deleting the item '50 K.W. International Diesel Generator, $3,750.00' and substituting in lieu thereof, '90 K.W. Caterpillar D13,000 Diesel Generator $3,750.00.' In Article 10, Nondiscrimination of the contract, as amended by Paragraph 3 of Amendment No. 2, dated June 14, 1962, and Article 14 of the contract, as provided for in said paragraph 3 of Amendment No. 2, are deleted and the following is substituted in lieu thereof as Article 10."

"Article 10. Nondiscrimination. The provisions governing performance of work under Government contracts, as set out in Section 301 of the Executive Order 10925, dated March 6, 1961 (a copy of which is attached hereto as Exhibit B and by reference hereby incorporated and made a part of this contract), shall be applicable to this contract.

"In compliance with the Rules and Regulations (41 CFR, Section 60-1.3(a)) issued under Executive Order 10925 of March 6, 1961, the Operator is hereby bound and agrees to include in each subcontract which it shall make with a subcontractor or supplier paragraphs (1) through (7) of Section 301 of said Executive Order, unless exempted pursuant to the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity.

"The Operator shall require each of its subcontractors (first tier) to include in every subcontract with each of its subcontractors (second tier) the following clause: The (here identify the second-tier subcontractor by name) shall incorporate by reference in each subcontract or purchase order with a subcontractor or supplier paragraphs (1) through (6) of Section 301 of Executive Order 10925 of March 6, 1961, unless exempted pursuant to the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity."

Amendment No. 5, dated February 15, 1963. The date fixed by Amendment No. 2 for completion of the work is further extended from 30 to 33 months from the date of the contract. In Amendment No. 2, "550-foot level" is deleted whenever it appears in paragraph 5 and 6 and by substituting in lieu thereof the term "435-foot level."

Amendment No. 6, dated July 15, 1963, the date fixed by Amendment No. 5 for completion of the work is further extended from 33 to 34 months from the date of the contract.

The completed work was favorably done and is considered satisfactorily to the Government.

EXPENDITURES

Total costs approved by the contract $51,339.95.

Units, Unit Costs, and Total Expenditures

The completed project comprised the rehabilitation of the Loretto shaft from the surface to 435-foot level; installation of hoist, headframe, and collar set. Six hundred feet of drifting and crosscutting on the 300-foot level and 350 feet of drifting and/or crosscutting on 435-foot level and 94 samples were assayed.

The following costs of the project are obtained from Mr. E. D. Talbert's Report of Review dated August 20, 1963:

Item	Acceptable Costs
Stage I (Fixed Unit Costs) -	
Shaft rehabilitation, I Job	$ 8,000.00
Drifting and crosscutting, 600 ft. at $34.00	20,400.00
Timbering, 10 ft. at $7.00	70.00
Sample assaying, 50 ea. at $5.00	250.00
	$28,720.00
Stage II (Actual Costs) -	
Cat. (2) Labor	$ 5,948.00
Cat. (3) Timber and shaft hanger bolts	1,139.90
Cat. (4) Equipment depreciation	380.00
Cat. (7) Payroll taxes and insurance	1,171.48
Less: Excess over contractual maximum	(819.38)
	$ 7,820.00
Stage III (Actual Costs) -	
Cat. (2) Labor	$ 3,470.00
Cat. (3) Timber, shaft hanger bolts, and fuel	652.77
Cat. (7) Payroll taxes and insurance	575.63
Less: Excess over contractual maximum	(2,067.45)
	$ 2,630.95
Stage IV (Fixed Unit Costs) -	
Drifting and crosscutting, 350 ft. at $34.00	$11,900.00
Timbering, 7 ft. at $7.00	49.00
Sample assaying, 44 ea. at $5.00	220.00
	$12,169.00
	$51,339.95

Government's share of total expenditures at 50%... $25,669.97

Unexpended funds..... 9,570.05

Government's share of unexpended funds at 50%..... 4,785.02

Net proceeds from production..... none

Royalty paid to the Government.... none

Royalty due the Government..... none

GEOLOGY

Geological Setting

The outcropping in the area of the property consisted principally of granitic rocks. They are light gray to buff in color. The mineralized zone of the Loretto mine lies in a brecciated fault zone intersecting the granitic type rocks, and appears to be controlled by a major N. 65° E. faulting and dip vertically. Secondary faulting strikes N. 40° to 60° W. and dip vertically. Significant vertical and horizontal movements have occurred along the faults.

The main fault zone can be followed for several hundred feet on the surface with an average width of 75 feet, exposing copper mineralization. The mineralized zone is silicified and it takes on the appearance of a quartz dike. The high-quartz content was not exposed on the 300-foot level nor on the 435-foot level. In all probabilities the quartz never did penetrate to any appreciable depth.

The principal ore minerals are malachite and chrysocolla, some azurite and cuprite are also present. Minor ore minerals are chalcopyrite, pyrite, bornite, covellite, and chalcocite. The vein material consisted of brecciated granitic porphyry between the cross fractures. The depth of the zone of oxidation is not known, but it is more than 435 feet.

The OME 300-foot level intersected the mineralized fault zone about 30 feet from the shaft, the start of exposing low-grade oxidized copper ores (malachite and chrysocolla) occurring between the fractures and within the brecciated zone. Mineralization occurred sporadically along the 600 feet

of drifting and on the 300-foot level.

In certain sections of the drift the mineralization is absent. The target area for exploring was intersected about 400 feet from the shaft where short crosscuts were made to evaluate the thickness of the oxidized copper zone. A calculated estimation of indicated ore reserves is 46,000 tons, averaging 1.82 per cent copper.

On the 435-foot level the fault zone was intersected 7 feet from the shaft and a significant showing of oxidized copper ores was exposed for about 180 feet, same as on the 300-foot level, and mineralization prevailed in a sporadic condition. An section of 70 feet in the drift, mineralization of copper showing was absent.

Although the operator was under the assumption that he was drifting on or near the footwall of the fault zone, the map indicated the drifting was done at times in the center of the fault. Near the end of the drift along the footwall, the operator exposed 25 feet of cross fracturing of oxidized copper ores, averaging 1 per cent copper.

During the period of the contract approximately 1,800 tons of ore was stockpiled, averaging 1.82 per cent copper, 0.03 oz. of gold, and 1.00 oz. of silver.

Ore Reserves

The operator estimated reserves are calculated by the drifting and crosscutting on the 300- and 435-foot levels in the contract and projected to the 600 foot level, deriving a figure of 120,000 tons. A study of the operator's maps, assays, and records indicates that these estimates are a little high on account of the assuming factor of 140 tons per foot being used. The operator did not give an estimate of grade, but it appears an

average-grade ore would be about 1.42 per cent copper, 0.02 oz. gold, and 0.80 oz. of silver per ton.

Sampling

During the period of the OME contract the operator took 94 samples and the Acting Field Officer took 53 samples. The location of some of the samples and assays were taken on the 300-foot level and 435-foot level as shown on Figure 4. Other samples taken on 435-foot level are as follows:

By Examining Engineer

No.	Width	Per Cent Cu	Per Cent Pb	Oz/ton Au	Oz/ton Ag	Location--435-foot level
16251	Grab	9.3	-	0.03	1.3	41 feet from the shaft footwall side
16259	Grab	1.4	-	tr.	0.3	7 feet from shaft, N. side of face
16274	7' chip	0.60	0.3	tr.	0.6	110 feet from shaft, W. side of drift
16275	6' chip	0.90	0.3	tr.	0.3	120 feet from shaft, N. side of face
16276	8' chip	2.58	0.3	tr.	0.2	180 feet from shaft, N. side of drift

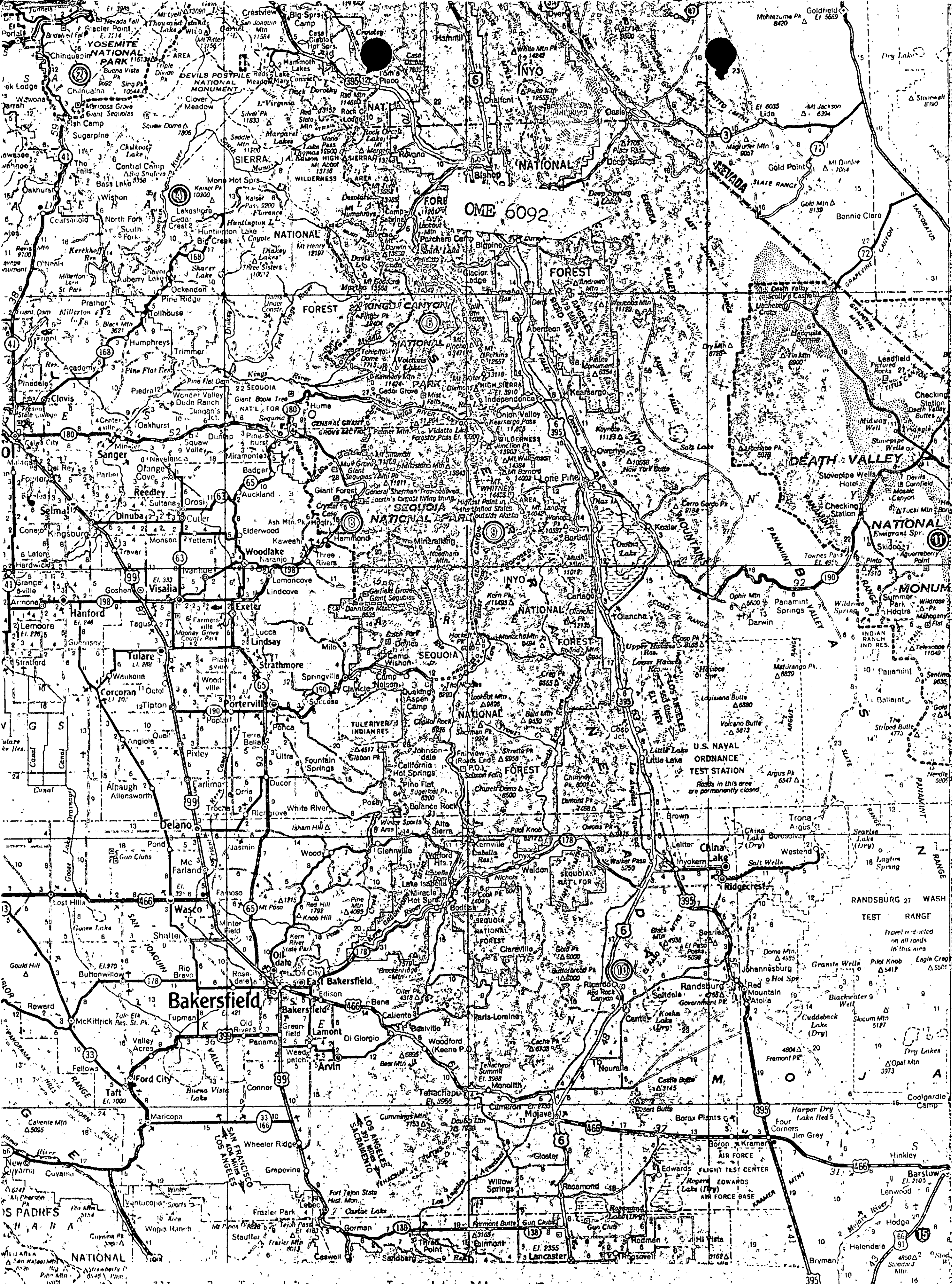
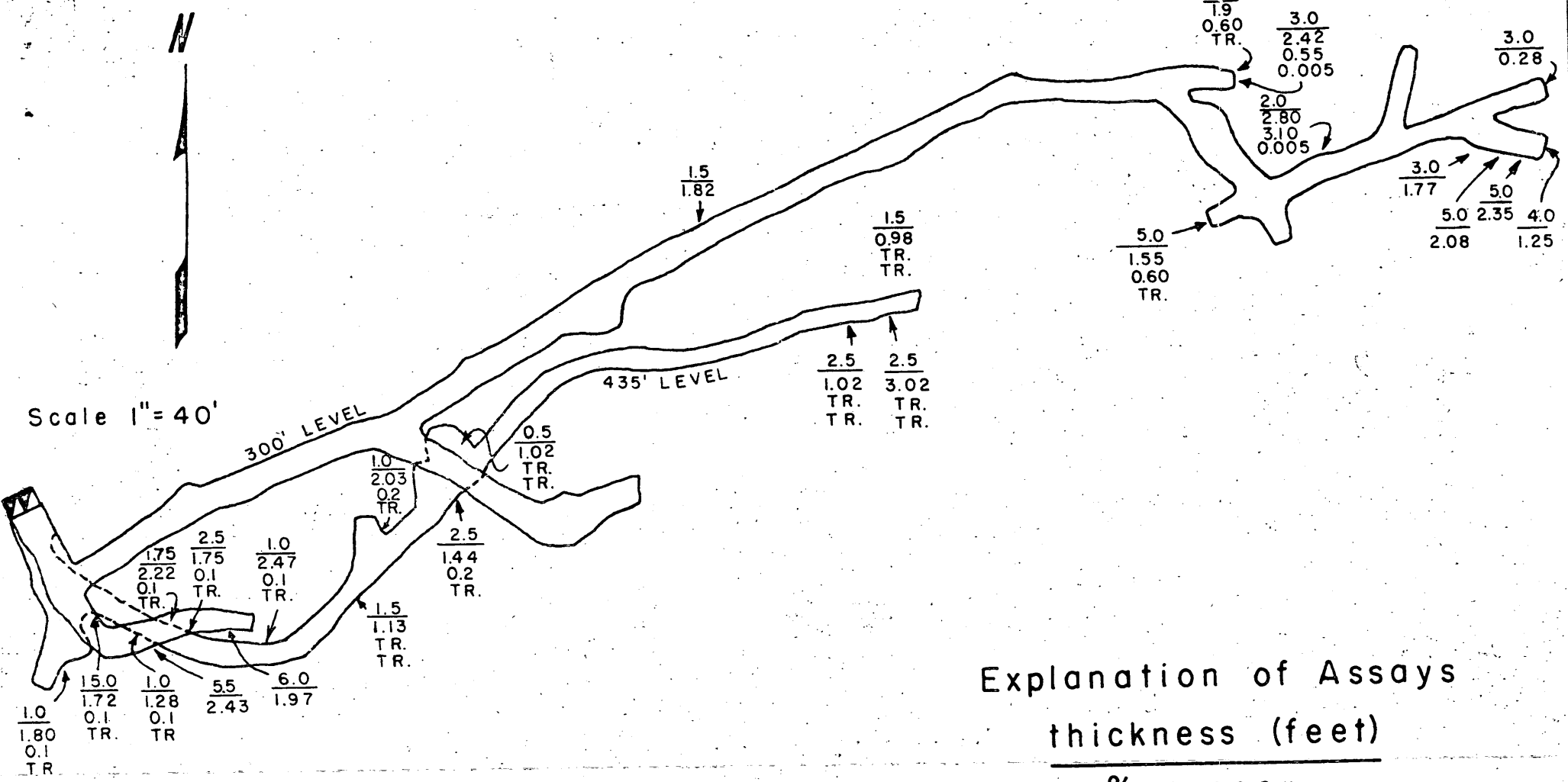


Fig. 1 Location map, Loretto Mine, Inyo County, California



Explanation of Assays

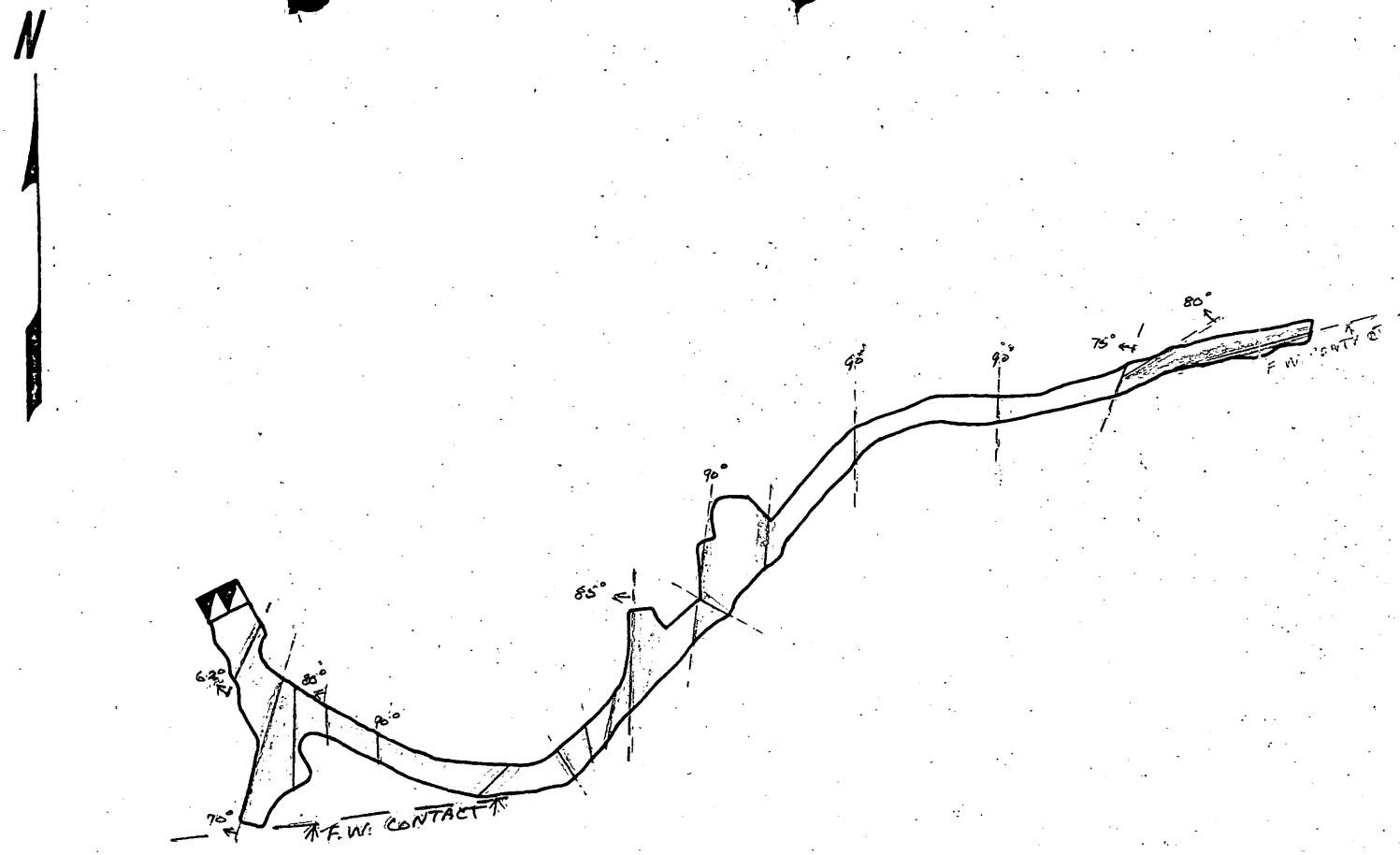
thickness (feet)

% copper

ozs. silver

ozs. gold

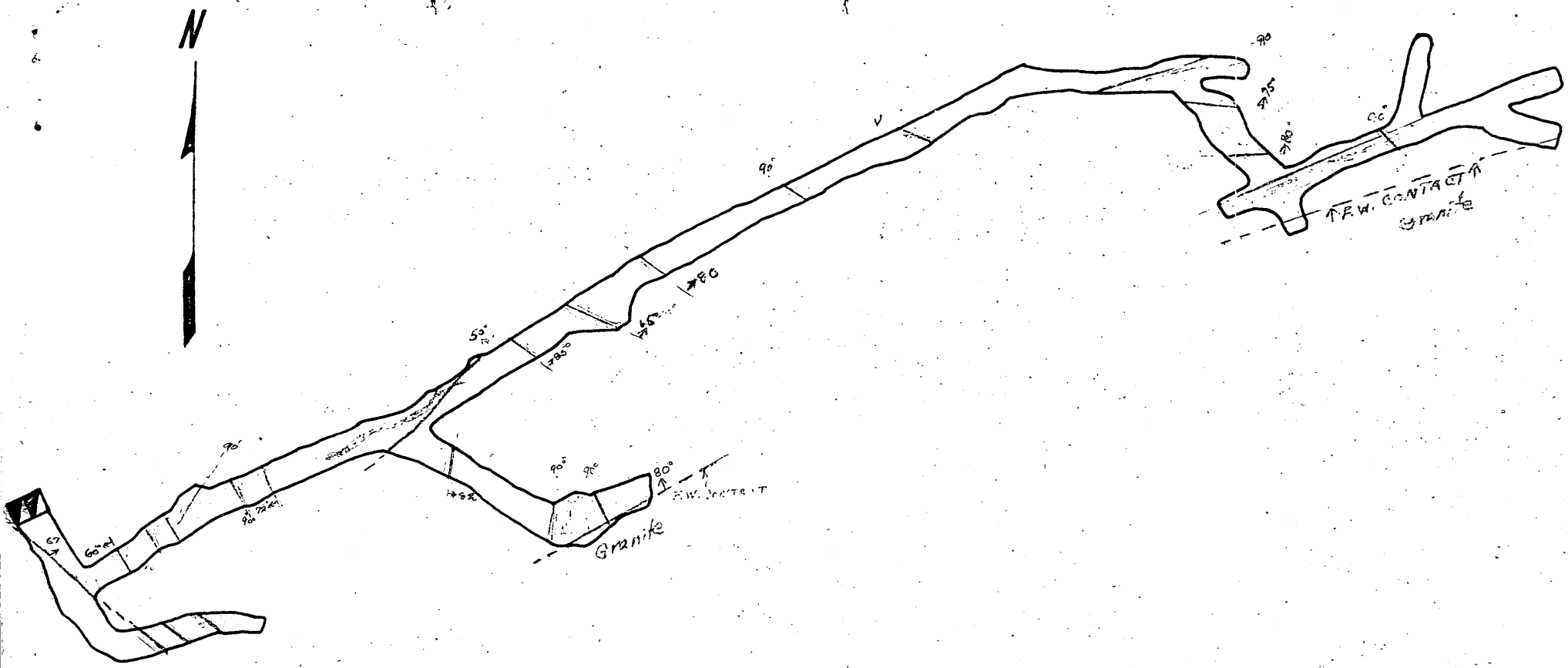
Loretto Mine Assay Map of 300, 435 foot levels.



Scale 1" = 40'

Geological Map of 435ft level

LORETTO MINE



Scale 1" = 40'

Geological Map of 300ft level

LORETTO MINE

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California, 94111

OFFICIAL FILE COPY
O. M. E.
RECEIVED AUG 20 1963

DATE		CODE
8/20		800
	August 16, 1963	500

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Enclosed are the original and two copies of the Operator's Final Report on the subject contract.

The report and the map are sketchy; and under the circumstances, we'll probably have to accept them.

Any comments on these will be appreciated.

Paul V. Fillo
Paul V. Fillo

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

OPERATOR'S FINAL REPORT

1. William R. Noack
5173 Earl Drive, La Canada, California
Docket No.: OME (Copper)
Contract No.: OME 2122
Contract Amount: $60,910.00
Govt. Partic. 50% $30,455.00
Mineral: Copper
Loretto Mine, Big Pine, Inyo County, Calif.

2. The date of starting this project was January 15, 1961 and the completion date was July 20, 1963.

The work was completed in four stages. Stage I consisted of the rehabilitation of the shaft to 300 feet, and 600 feet of drifting and crosscutting on the 300-foot level. Stage II consisted of the rehabilitation of the shaft to the 400-foot level. Stage III consisted of the rehabilitation of the shaft from the 400-foot level to the 550-foot level but was amended, or deleted, so that the writer has in no way received remuneration for this stage. Stage IV, originally was for 350 feet of exploration on the 550-foot level, but was amended so that the exploration was allowed on the 435-foot level.

The total units and costs for each category are as follows:

Stage I	$ 28,720.00
Stage II	7,820.00
Stage III	-0-
Stage IV	12,169.00
	$ 48,709.00

3. This project was to explore a shear zone which shows copper mineralization on the surface of the ground, and in two adits which have been opened for inspection for many years. The shaft that at one time was reputed to have been 1800-feet deep had collapsed. In Stage I, 600 feet of drifting and crosscutting had been done on the O.M.E. contract and 200 feet additional work was done at the operator's own expense. During this work, approximately 1,000 tons of copper ore, averaging slightly over 2% copper with approximately $1.00 in gold and $1.00 in silver per ton, was stockpiled. If all of the ore on this level had been found, which is quite unlikely, it would show approximately 140 tons to a vertical foot. If the ore carried to 600 feet in depth, there would be 84,000 tons of ore by this method of projection.

In Stage IV, which consisted of 350 feet of drifting and crosscutting on the 435-foot level, approximately 700 tons of ore was stockpiled. This would indicate about 100 tons to the vertical foot for the half of the mineralized area of the mine. If this mineralization continued on this level, it is possible that we would have 200 tons to the vertical foot which is better than the 140 tons indicated at the 300-foot level. Therefore, assuming mineralization to 600 feet in depth, there could possibly be 120,000 tons of ore in the mine. The grade of ore on the 435-foot level is the same as on the 300-foot level. Primary ore, as well as secondary ore, is found on both the 300 and 435-foot levels. On the surface there is no primary ore. The primary ore on the 300-foot and 435-foot levels is found in cross-fractures and it is believed by the operator, and a number of geologists, to come into the shear zone from the East side of the shear zone. However, it will take considerable exploration to find the source of enrichment of the shear zone.

Operator's Final Report

4. Considerable progress was made on this exploration project. It is now known that mineralization goes at least to the 435-foot level. It is also known that it would be difficult to keep the grade of ore above 2% in copper and $1.00 in gold and $1.00 in silver.

With this in mind, the operator made a study of the water table in the Eureka Valley with the California Water Resource Board. Their tabulation, from known wells, indicates that a well could be put down at a point four miles South of the Loretto mine and that the water table would be approximately at 450 feet. Therefore, it is entirely feasible to build a leaching plant with the possible use of jigs to recover the sulphides, gold and silver.

There is possibly 20,000 tons of copper ore on the surface of the Loretto Mine that could be mined by open pit methods. The operator also owns another copper property four miles South of the proposed mill site that may have 50,000 tons of copper ore which can be mined by open pit methods. This additional ore would average 2% copper.

Therefore, if a national emergency arose and copper was needed, or should the price of copper rise substantially, the operator feels that it would be entirely proper to build a 200-ton leaching plant, recovering the ore by either evaporation or precipitation. It would be quite sensible at this time to complete Stage III which originally was intended to open up the shaft to the 550-foot level. This decision is left in the hands of the Office of Mineral Exploration.

Very truly yours,

William R. Noack

William R. Noack

August 2, 1963

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California, 94111

Grinwald 500

Memorandum

August 16, 1963

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

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Enclosed herewith are the original and two copies of the Operator's Monthly Voucher and Progress Report with narrative and Final Report, covering the month of July 1963.

The voucher has been checked in this office and found to comply with the contract.

We recommend withholding $250.00 pending completion of a Final Audit and receipt of a satisfactory Final Report from the operator.

PAUL V. FILLO

Paul V. Fillo

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D. C.
Chief, Contract Administration and Audit Division, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California, 94111

OFFICIAL FILE COPY
O M E
RECEIVED AUG 1963

DATE		
	August 16, 1963	
	Assured	500

Memorandum

To: Contract Administration and Audit Division, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Work under the subject contract was completed July 20, 1963.

A number of units of work completed by the operator and accepted by the Acting Field Officer as conforming to contract specifications are:

Stage I (Fixed Unit Cost)

Rehabilitation of Shaft (Surface to 300 ft. level)	1 job
Drifting	495 ft.
Crosscutting	105 ft.
Timbering	10 ft.
Assays	50

Stage II and III (Actual Cost)

Rehabilitation of Shaft (300 - 435 ft. level)	$7,820.00

Stage IV (Fixed Unit Cost)

Drifting and Crosscutting	350 ft.
Timbering	7 ft.
Assays	44

An acceptable final engineering and geological report was received from the operator on August 5, 1963.

A Report of Review, in lieu of a final audit, is in order and requested. For this purpose a copy of the final (July 1963) MME-60 and MME 61, is enclosed.

PAUL V. FILLO

Paul V. Fillo

Enclosures
cc:
Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street

San Francisco 11, California, 94111

August 12, 1963

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California

Dear Mr. Noack:

A field trip into Nevada is tentatively planned, and I hope to make a final field examination August 23, 1963, reviewing the work which was done on OME contract.

Please advise me if this date is satisfactory with you.

Sincerely yours,

PAUL V. FILLO

Paul V. Fillo
Acting Field Officer
OME, Region II

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

OFFICIAL FILE COPY
RECEIVED
DATE

8/14	[illegible]	800
	~~Returned~~	500

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California, [illegible]

Memorandum

To: OMEX, Division of Field Operations, OMX, Washington

From: Acting Field Director, OMX, Region II

Subject: Proposed Field Work

[illegible] to conduct the following field work from August [illegible], 1963:

Interim Inspection OMX-6193 (Gold, Uranium)

Interim Inspection OMX-6239 (Silver)

Interim Inspection OMX-6253 (Gold, Silver)

Field Examination OMX-6317 (Silver)

Final Field Examination OMX-6092 (Copper)

Paul V. Fillo

[illegible]

[illegible], Division of [illegible], OMX, Washington, D. C.

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

OFFICIAL FILE COPY O. M. E RECEIVED AUG 2 1963		
DATE	INITIALS	CODE
	Oswald	500

July 29, 1963

Memorandum

To: Chief, Division of Field Operation, OME, Washington, D. C.

From: Acting Field Officer, OME, Area VI

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Enclosed are the original and two copies of Amendment No. 6 of the above subject contract properly executed by the operator.

The remaining copies of the Amendment No. 6 have been distributed in the usual manner.

Paul V. Fillo

Paul V. Fillo

Enclosure

cc:
Chief, Division of Field Operation, OME, Washington, D. C.

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUL 30 1963
MINERALS
CODE

DATE		
7/30		700
		500

July 26, 1963

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Dear Mr. Noack:

Enclosed are the original and four copies of a proposed Amendment No. 6 to the reference contract signed by the OME Director of the Government.

Please sign and return the following copies to this office:

Government's copy
Fiscal Section's copy
Audit's copy
Field office'c copy

The Operator's copy should be retained by you.

Sincerely yours,

Paul V. Fillo
Acting Field Officer
OME, Region II

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 22, California

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUL 22 1963

DATE	INITIALS	CODE
7/22	CW	800
	Initialed	500

July 16, 1963

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Re: OME-6092 (Copper)
Loretto Mine
Inyo County, California
Contract 2122

Dear Mr. Noack:

This is to acknowledge the receipt of your Monthly Voucher and Progress Report for June. It is encouraging to learn you are back in the copper mineralization zone.

In reference to the second paragraph of your letter, please review Article 4 of your contract which states, "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."

Enclosed is a guide form in preparing your Operator's Final Report after you have completed 350 feet of drifting on 435 level.

A copy of your letter was forwarded to Washington, D. C., for further and official advice with regards to the second paragraph of your letter.

Sincerely yours,

PAUL V. FILLO

Paul V. Fillo
Acting Field Officer
Area VI

Enclosure

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
7/15	[illegible]	500
7/15	Talbot	800
	[illegible]	130
7/15	Johnson	110
	[illegible]	100
7/15	Cole	220
		500

JUL 15 1963

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Hoeck
Loretto Mine
Inyo County, California
Contract 2122

In accordance with your memorandum of July 3, we are enclosing the original and four copies of a proposed Amendment No. 6 to the subject contract. All copies have been signed by the Director for the Government. An extra copy of the proposed amendment is also enclosed for your use.

If the proposed amendment is satisfactory to you and the Operator, all five copies should be signed by the Operator. The Operator should retain its copy, and the remaining copies should be distributed in the usual manner.

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.

Enclosures

George C. Selfridge (gla)

GLAult/a
7-15-63
cc to: Director's Reading File
Review Committee
Docket

23263

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

OFFICIAL FILE COPY
O. M. E
RECEIVED JUL 19 1963

DATE	INITIALS	CODE
	July 15, 1963	
7/19		800
"		120
7/22	Received	500

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Enclosed is a copy of a letter from the subject operator for your information and file.

In the second paragraph of the operator's letter is really a "dilly," apparently he hasn't read his contract lately.

Paul V. Fillo

Paul V. Fillo

Enclosure

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

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

July 9, 1963

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUL 11 1963

DATE	INITIAL	CODE
7-9		100
7/11		110
		120
		800
7/11		500

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
Loretto Mine
Inyo County, California
Contract No. 2122

Interim Inspection

Accompanied by the operator, this project was inspected on June 20, 1963. The mining operation consists of crosscutting and drifting on the 435-foot level in a N. 40° E. direction. The last 50 feet of drifting showed minor copper mineralization. It is the opinion of the operator that he is away from the footwall and was advised to turn east and to intersect the granite on the footwall side.

Upon intersecting the granite, the operator's plans are then to drift along the footwall in a northeasterly direction.

It is the operator's judgment the contract should be completed by the middle of July. When the contract is completed, and if he is in ore, the operator will, at his expense, continue for another 100 feet and will also sink and rehabilitate the shaft from the 435-foot level to the 550-foot level.

In examining the 435-foot level; it appears that the drifting and crosscutting were made in the center of the shear zone. In the initial crosscut on 435-foot level from the shaft, it appeared that the granite was intersected, but now the opinion is that the granite is out another 20 or 30 feet.

(Miss) Augusta Nealon

For: Paul V. Fillo

CC:
Chief, Division of Field Operations, OME, Washington, D. C.

DRAFT
WRGriswold/mm
7/9/63

~~800~~
120
5021

EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

AMENDMENT NO. 6

It is agreed this _____ day of _____, 1963, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and William R. Noack, hereinafter called the "Operator," that Exploration Contract No. 2122 (OME-6092), dated September 27, 1960, as amended, is further amended, effective June 24, 1963, as follows:

1. Paragraph 1 of Amendment No. 5 (dated February 15, 1963) to the contract is amended to extend the period for completion of the work from 33 to 34 months from the date of the contract.

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Director, Office of Minerals Exploration

_____
William R. Noack

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

OFFICIAL FILE COPY
O. M. E
RECEIVED JUL 8 1963

DATE	INITIALS	CODE
7/8		800
	July 3, 1963	~~120~~
	Granted	500

Memorandum

To: Chief, Division of Field Operations, ~~OME,~~ Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
Loretto Mine
Inyo County, California
Contract No. 2122

Enclosed is a copy of a letter from the subject operator, requesting an amendment to extend the completion date of his contract.

It is recommended that an amendment be prepared as requested.

Paul V. Fillo

Paul V. Fillo

Enclosure

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

WILLIAM R. NOACK

5173 Earl Drive
La Canada, California
June 24, 1963

U. S. Dept. of the Interior
Office of Minerals Exploration
555 Battery St.
San Francisco, California

Attention: Mr. Paul Fillo

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, Calif.
Contract 2122

Gentlemen:

Reference a letter dated June 19, 1963 from the Office of Mineral Exploration, Washington D.C., stating that the completion date of OME Contract 2122 is June 27, 1963, I hereby request an extension of time of 30 days on this contract.

The reason for this request has been undue delays due to the tightness of the ground which doubled the amount of time required for drilling.

It is estimated that this contract will be completed by the middle of July.

Very truly yours,

William R Noack
William R. Noack

WRN:He

JUN 1963
BUREAU OF MINES
OFFICE OF
MINERALS EXPLORATION
REGION 11

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
6/18	Murphy	500
6/18	on leave	500
6/18	Talbert	800
6/18	on leave	120
"	Johnson	110
	- Tully	100
6/19	Jab	220
		500

Mr. W. R. Noack
5173 Earl Drive
La Canada, California

JUN 19 1963

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Dear Mr. Noack:

Mr. Paul V. Fillo, Acting Field Officer, OME, Region II, has forwarded a copy of your letter to this office for reply.

The completion date of the captioned contract is June 27, 1963, as authorized by Amendment No. 5. Under the contract, as amended, no more work is authorized below the 435-foot level and upon completion of the 350 feet of drifting and crosscutting on this level, as allowed under the contract, as amended, (Amendment No. 5), all work authorized by the contract will be completed. If this work cannot be completed by June 27, 1963, you should write Mr. Fillo requesting an extension of the completion date and submit your justification for the request.

With regard to your suggestion that the contract be amended to allow further exploration at depth, copper has been deleted from the list of metals and minerals eligible for Federal exploration aid. Therefore, it cannot participate in the cost of the proposed additional work.

Sincerely yours,

George Fumich, Jr.

Director

FMMurphy/mm
6/18/63
cc: Director's Reading File
Region II (2)
Docket

43683

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

OFFICIAL FILE COPY
O. M. E
RECEIVED JUN 17 1963

DATE	INITIALS	CODE
6/17		800
		500

June 11, 1963

Mr. W. R. Noack
5173 Earl Drive
La Canada, California

Re: OME 6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Dear Mr. Noack:

This is to acknowledge your letters, Monthly Voucher, Progress Report, and map.

In answer to your letter requesting clarification of Amendment No. 5 and the completion date of your contract, this will be forthcoming from our Washington office.

A field inspection of the Loretto Mine is tentatively scheduled in the a.m. of June 20, 1963.

Sincerely yours,

PAUL V. FILLO

Paul V. Fillo
Acting Field Officer
OME, Region II

cc:
Chief, Division of Field Operations, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED JUN 17 1963

DATE	INITIALS	CODE
6/17		800
June 11, 1963	Shackell	500
6/18		500

Memorandum

To: Chief, Division of Field Operations, OME, ~~Washington, D. C.~~

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Enclosed is a copy of a letter from the subject operator. It appears the operator is confused on the completion date of his contract and the interpretation of Amendment No. 5 with regards to the shaft rehabilitation to 550 ft. level.

The amendment is very clear and an answer to the fourth paragraph of his accompanied letter would be, "no more work is authorized below the 435 ft. level and upon completing the allowable footage of drifting and crosscutting as shown in the contract with the amendments, the contract project would be considered completed." Reply

Please advise the correct date of completion for the contract and any helpful suggestions for the operator's second inquiry with regards to Amendment No. 5. 6/27/63

Paul V. Fillo

Paul V. Fillo

Enclosure

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

WILLIAM R. NOACK

5173 Earl Drive
La Canada, California
May 25, 1963

JUN 1963
BUREAU OF MINES
OFFICE OF
MINERALS EXPLORATION
REGION 11

Office of Mineral Exploration
555 Battery Street
San Francisco, California

Attention: Mr. Paul Fillo

Dear Paul;

I am enclosing herewith a letter to the O.M.E. which is self-explanatory.

I am also enclosing, with no mention made in the other letter, a blueprint of a transit survey of the 300 and 435-foot levels of the Loretto. This survey was made by Paul Skinner, who graduated from the McKay Schoolof Mines a few years ago. He is also sampling the other copper properties for me around the Loretto.

This map was completed today and on comparing it with the old 550-foot level, apparently we have not reached the cross-fault yet. However, we just passed another fault that looked so much better than the one we started a crosscut on when you were here, that we are going to do a little work on this new fault.

Very truly yours,

Bill Noack

William R. Noack

WRN:He
Encl.

William R. Noack
5173 Earl Drive, La Canada, California

Contract # OME-2122
Contract Amount $60,910.00
Gov't. Participation 50%
$30,455.00
Mineral - Copper
May 25, 1963

To: Office of Mineral Exploration
Department of the Interior
555 Battery Street, San Francisco, California

Subject: Request for Clarification of Amendment #5

Gentlemen:

Amendment #5, dated 15 February 1963, states that Amendment #1 is amended to extend the time of completion to 33 months from the date of the contract.

Is the date of the contract interpreted as the date of beginning work? Amendment #1 changed the date of beginning work to January 15, 1961, and if this is proper interpretation, this operator understands that he has until October 15, 1963 to complete the project which would be sufficient. No

Amendment #5 allowed Stage #4 work to be done at the 435-foot level, which should be completed in July 1963. Stage #3 work was suspended in order to complete Stage #4.

Stage #4 work, when suspended, was one-third completed. Can the operator continue and complete Stage #4 work with Government assistance, when Stage #3 work is completed?

From the exploratory work completed on the 435-foot level, this operator believes that the additional mineralization discovered amply justifies further exploration in depth. From the tightness of the ground on the 435-foot level, he further believes that when the old 550-foot level is reached, it will be found that the workings will be in tact with no cave-ins. No

Request clarification of the above two questions.

Very truly yours,

William R. Noack

WRN:He

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUN 7
DATE
6/7

June 3, 1963

800
500

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Dear Mr. Noack:

We are enclosing MME Forms 60, Operator's Monthly Voucher, and MME Form 61, Progress Report, to be used for Contract No. 2122.

Sincerely yours,

A. NEALON

For: Paul V. Fillo
Acting Field Officer, OME
Region II

Enclosures

cc;

Chief, Division of Field Operations, OME, Washington, D. C.

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

Grisinod

FILE COPY

JUN 13 1963

6-14

6/25

AIRMAIL

Memorandum

To: Chief, Division of Field Operations, OME Washington, D. C.

From: Acting Field Officer, OME Region II

Subject: Proposed Field Work

I am planning to conduct an interim inspection on the following contracts from June 17 to June 2[illegible]

Keystone Mine	OME-6168 (Mercury)
Loretto Mine	6092 (Copper)
Old English Mine	6167 (Gold, Uranium)
Nevada Metals, Inc.	621[illegible] (Silver)
Consolidated Eureka	625[illegible] (Gold Silver)
Comeback Mine	6167 (Gold, Platinum)
Armin Speckert, Sr.	6201 (Gold)
Best Mines Co.	6204 (Gold)
Stanley E. Brainerd	6187 (Gold)
Gold Queen Mining Co	6278 (Gold)
Dickey Exploration	625[illegible] (Gold)
Gold Queen Mining Co	6193 (Gold)

On this trip I shall be accompanied by Hira Sthapit from Nepal, India, who is here under the sponsorship of the Agency for International Development and Implementation by the Bureau of Mines. He will see how OME conducts its field inspection examinations.

Paul V. Fill[illegible]

cc:
Chief, Division of Field Operations, OME Washington, D. C.

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

OFFICIAL FILE COPY
O. M. E
RECEIVED MAY 27 1963
DATE
5-27
100
110
120
800
500
5/28

May 21, 1963

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Interim Inspection

Accompanied by the operator, William Noack, this project was inspected on May 14, 1963.

The mining operation is continuing on 435 ft. level, drifting along the footwall of the shear zone. A favorable showing of oxidized copper ores is exposed. The drifting will continue along on mineralized fissures and cross fractures. It is the operator's opinion a strong fault zone will be intersected; and if this is the case, the operator wishes to drift to the north.

Allowed 350'

Three chip samples were taken to determine the grade of copper ore. A total of 195.5 feet of drifting and crosscutting has been on this level.

The operator has been advised that a geological map be prepared from a transit survey of the 300 ft. level and 435 ft. level in order to evaluate the continuity of the mineralized fissures and cross fractures of the two levels.

The operator's monthly report of last month was a poor excuse for a sketch-map of the 435 ft. level.

Paul V. Fillo

Paul V. Fillo

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

P. S. There are three or four other operators in the same category, and they will be advised about the "lousy" maps accompanying their monthly reports.

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

April 16, 1963

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field, Officer, OME, Region II

Subject: Proposed Field Trip in Nevada

Planning to conduct the following field work from April 30 through May 8, 1963:

Interim inspection (OME-6092) Copper C Noack 2122

Interim inspection (OME-6253) Gold, Silver M Consolidated Eureka

Interim inspection (OME-6163) Gold, Uranium M Old English Road 2085

Mine Examination (OME-6281) Gold, Silver C Barium Prod.

Field Examination of expired DMEA contracts in Ely and Pioche, Nevada, area.

(Miss) Augusta Nealon
For: Paul V. Fillo

cc:

Chief, Division of Field Operation, OME, Washington, D. C.

OFFICIAL FILE COPY
O. M. E.
RECEIVED APR 22 1963

DATE	INITIALS	CODE
4/22		800
	on leave	120
	Drewes	500
	~~Murphy~~	~~500~~

cy to 120

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

OFFICIAL FILE COPY
O. M. E
RECEIVED APR 2 1963

DATE		CODE
4/2		800
4/2		400
March 29, 1963		120
4/3		800
	Inserted	500

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Interim Inspection

Accompanied by the operator, William Noack, this project was inspected on March 16, 1963. The 435 ft. level station is timbered and completed.

From the station level, a crosscut was advanced 41 feet on S. 35 E. bearing. Seven feet from the station the shear zone was intersected, exposing "fair" grade of oxidized copper ores. A sample was taken for copper determination.

The following 34 feet of crosscut exposed several strong mineralized fissures, along with the fair grade of oxidized copper ores that occur in the fractures and the brecciated area. A sample was taken near the face of the crosscut (41 feet from the station) on strong mineralized fissure.

A good showing of chalcopyrite and oxidized copper ores of malachite, chrysocolla, and azurite are exposed in the crosscut. It was decided to continue the crosscut through the shear zone until granite is intersected, then drift along the footwall of the shear zone in northerly direction.

In general from what was seen on 435 ft. level, the dip of the shear zone has steepened considerable from 300 ft. level showing. This accounts for the mineralized zone being closer to the shaft. The operator felt that the granite would be exposed in the crosscut within the next 20 feet.

The work on the 435 ft. level is on a fixed unit-cost basis under the Stage IV of the contract.

Paul V. Fillo
Paul V. Fillo

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
	Friauf	500
	Selbridge	120
3/5	Johnson	110
—	Frank	100
3/6	Cole	220
		500

MAR 6 1963

Memorandum

To: Acting Field Officer, Region II

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

Subject: OME-6092 (Copper)
William R. Moack
Loretta Mine Group of Claims
Inyo County, California
Contract 2122

By memorandum dated February 28 you submitted the original and three copies of the subject Operator's February 24 revision of his MME Forms 60 and 61 for the period ending December 14, 1962. This voucher and the documentation attached thereto has been reviewed and the findings have been set forth in an Interim Report of Review. Two copies of the Report of Review are enclosed, one for forwarding to the Operator and one for retention in your files.

The originals of the Report of Review and the MME Forms 60 and 61, together with attached documentation, are being submitted to the Department's Fiscal Section by copy of this memorandum.

For his future guidance, it is suggested that the Operator's attention be again invited to the penultimate paragraph of the instructions on the reverse of the MME Form 60. Specifically, it is to be noted that (1) only the original of the MME Form 60 need be supported by documentary evidence, and (2) copies of vendor's invoices or statements must indicate items, quantities, and unit prices, as well as total charges.

Enclosures

EDTalbert/ama 3-5-63

cc:
Docket
Director's Reading File
CA & A Division
Fiscal Section (w/Report of Review and original MME Forms 60 and 61)

43683

555 Battery Street
San Francisco 11, California

March 1, 1963

Mr. W. R. Noack
5173 Earl Drive
La Canada, California

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Dear Mr. Noack:

This is to acknowledge your corrected monthly voucher and progress reports accompanied with documentary evidences. These documents have been forwarded to our Washington Office for processing.

An interim inspection of your property is scheduled for March 16, 1963, weather permitting. I hope to be in Bishop, California the night of March 15. Please advise if you can meet me in Bishop or Big Pine.

Sincerely yours,

Paul V. Fillo
Acting Field Officer, OME
Region II

cc:
OME Files
OME Day File

OFFICIAL FILE COPY
O. M. E
RECEIVED MAR 6 1963
DATE
3/4 WD 800
120
Received 500

6092

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

February 28, 1963

Air Mail

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: Proposed Field Work

I am planning to conduct the following field work from March 12 through March 23, 1963:

Interim inspection	-	OME-6092 (Copper) — Wm R. Noack
" "	-	OME-6163 (Gold, Uranium)
" "	-	OME-6253 (Gold, Silver)
" "	-	OME-6193 (Gold)
" "	-	OME-6187 (Gold)
Final examination	-	OME-6257 (Gold, Silver)

Paul V. Fillo

Paul V. Fillo

OFFICIAL FILE COPY
O. M. E
RECEIVED MAR 4 1963

DATE		
		~~120~~
		800
Uncovered		500
		500
		~~220~~

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

OFFICIAL FILE COPY
O. M. E
RECEIVED MAR 4 1963

DATE	INITIALS	CODE
	Brewer	500

February 25, 1963

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Enclosed are the original and two copies of Amendment No. 5 to the subject contract properly executed by the operator. The remaining copies have been distributed in the usual manner.

Paul V. Fillo
Paul V. Fillo

Enclosures

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

February 20, 1963

Air Mail

Mr. William R. Noack
5173 Earl Drive
La Canada, California

OFFICIAL FILE COPY
O. M. E.
RECEIVED FEB 28 '63

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

800
120
500

Dear Mr. Noack:

Enclosed are the original and four copies of a proposed Amendment No. 5 (one page) to the reference contract, signed by the OME Director for the Government.

If the proposed amendment meets with your approval, please sign and return the following copies to this office:

Government's copy
Fiscal Section's copy
Audit's copy
Field Office copy

The Operator's copy should be retained by you.

Sincerely yours,

Paul V. Fillo

Enclosures

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

February 20, 1963

FILE COPY
O. M. E.
RECEIVED FEB 28 1963

DATE		
2/28	check	800
		120
	Returned	500

Air Mail

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Dear Mr. Noack:

We have been advised by our Contract Administration and Audit Division in Washington that the documentation you submitted is not sufficient evidence of the claimed actual costs of $10,690.33, nor the extent of the $7,820.00 contractual maximum. We are returning the documentation for revision. The documentation requirements are stated in the penultimate paragraph of the instructions on the reverse of MME Form 60. In the following paragraphs the deficiencies in the documentation of this claim are commented for revision.

The "Transcript of Payroll" is in the proper form, but the total earnings less deductions do not equal the net payroll. It appears a transcribing error was made in one of the columns. This document cannot be accepted as evidence of either the labor charge of $5,948.00 or the F.I.C.A. taxes indicated as aggregating $189.14.

The "Memorandum of Operator" is in insufficient detail to support the items of supervision, depreciation, payroll taxes, and employees' liability insurance.

Claims for depreciation must list the items, the months of use and the depreciation (at the rates shown on the operator's accounts or in the contract estimate, whichever is lower).

Employer's liability insurance has been claimed on the basis of paid and accrued premiums. Claims should identify the insurer and policy or account number, give the rate or rates, and be computed

on the basis of payroll charged to the project costs (in this case, Stage II only).

Payroll taxes have been claimed as "employee" contribution of $190.33 and F.U.C. of $47.88, total $238.21, plus an additional $41,88 for F.U.C. shown only on the MME form 60. Taxes allowable are the "employer's" matching contribution to the F.I.C.A. taxes shown on the transcript of the payroll plus applicable unemployment compensation taxes (not in excess of 3 percent of the taxable portion of the Stage II payroll).

The September, October, November and December statements of Jim Nikolaus, Chevron Dealer, have been charged 50-50 to fuel under category (3) and transportation under category (7). These statements do not indicate the items of materials or services, quantities, or unit prices. It appears that possibly a large portion of the individual daily purchases were for automotive fuel. The category (7) estimate was not for day to day personal transportation but for haulage of Stage II materials and supplies.

The claim of $1,008.00 for timber used in the last four months of 1962 is supported by a March 27, 1961 invoice of Winans Brothers Lumber Truckers in the amount of $1,544.90, less 2 percent cash discount. The timber covered by the invoice may have been stockpiled and used in part on the Stage II work. If this is the case, the invoice should be supported by a statement to that effect and indication of the quantities of each item used.

The claim of $192.00 for hanging bolts (96 @ $2.00 ea.) is supported by Young Iron Works invoice for $296.72 covering 150 each of bolts and nuts. Presumably, only 96 were used on Stage II work. If this is the case, the correct charge is $189.00 (at an average of $1.9781 ea.).

No documentation has been presented for the $112.00 claimed for pipe under category (3).

Your prompt action and submission of sufficient documentary evidence to support the maximum of $7,820.00 allowable for Stage II work is required immediately.

Sincerely yours,

Paul V. Fillo

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
	Evans	500
2/15	Tackett	800
	GCS	130
2/15	Johnson	110
2/15	Tomb	100
2/15	Cal	220
		500

FEB 1 5 1963

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: GME-6092 (Copper)
William R. Noack
Lorette Mine
Inyo County, California
Contract 2122

In conformance with your January 28 recommendation, we are enclosing the original and four copies of a proposed Amendment No. 5 to the Noack contract. All copies have been signed by the Director for the Government. Also enclosed is an extra copy for your use.

If the proposed amendment is satisfactory to you and the Operator, all five copies should be signed by the Operator. The Operator should retain its copy, you should retain the Field Office's copy, and the Government's, Audit's, and Fiscal Section's copies should be returned to this office.

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.

George C. Selfridge (gcs)

Enclosures

WRGriswold/mm 2/15/63
cc: Director's Reading file
Review Committee
✓Docket

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
	Original	500
	Selfridge	120
2/14	Johnson	110
2/14	Smith	100
2/14	cc	220
		500

FEB 14 1963

Memorandum

To: Acting Field Officer, Region II

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

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

By memorandum dated January 9 the Chief, Division of Field Operations, suggested that you request the subject Operator to appropriately document the actual costs of Stage II work, which were erroneously claimed by the Operator and approved by you on a "fixed unit cost" basis. By memorandum dated February 8 you have submitted for audit review and forwarding to the Department's Fiscal Section the original and two copies of an "Amended Return" (MME Forms 60 and 61) together with what you state is "appropriate" documentation.

I regret to advise you that the documentation submitted is not sufficient evidence of the claimed actual costs of $10,690.33, not even to the extent of the $7,820.00 contractual maximum. Accordingly, the entire submission is returned for revision by the Operator. The documentation requirements are stated in the penultimate paragraph of the instructions on the reverse of MME Form 60. To further assist in this matter two thermofax copies of a brief entitled "Documentary Support of MME Form 60" are enclosed. Also, in the following paragraphs the deficiencies in the documentation of this claim are commented upon.

The "Transcript of Payroll" is in the proper form, but the total earnings less deductions do not equal the net payroll. Not knowing in which column a transcribing error has been made, this document cannot be accepted as evidence of either the labor charge of $5,948.00 or the F.I.C.A. taxes indicated as aggregating $189.14.

The "Memorandum of Operator" is in insufficient detail to support the items of supervision, depreciation, payroll taxes, and employee's liability insurance. As the Operator performed his own supervisory and technical services, it is probably impossible to submit evidence

of payment to himself; however, this appears immaterial on the premise that his total costs were far in excess of the $7,820.00 contractual maximum, which is all that need be proven by documentation.

Claims for depreciation must list the items, the months of use, and the depreciation (at the rates shown on the Operator's accounts or in the contract estimate, whichever is lower).

Employer's liability insurance has been claimed on the basis of paid and accrued premiums. Claims should identify the insurer and policy or account number, give the rate or rates, and be computed on the basis of payroll charged to the project costs (in this case, Stage II only).

Payroll taxes have been claimed as "employee" contribution of $190.33 and F.U.C. of $47.88, total $238.21, plus an additional $41.88 for F.U.C. shown only on the MMK Form 60. Taxes allowable are the "employer's" matching contribution to the F.I.C.A. taxes shown on the transcript of the payroll plus applicable unemployment compensation taxes (not in excess of 3% of the <u>taxable portion</u> of the Stage II payroll).

The September, October, November, and December statements of Jim Nikolaus, Chevron Dealer, have been charged 50-50 to fuel under category (3) and transportation under category (7). These statements do not indicate the items of materials or services, quantities, or unit prices. Furthermore, it appears that possibly a large portion of the individual daily purchases were for automotive fuel. The category (7) estimate was not for day-to-day personal transportation but for haulage of Stage II materials and supplies.

The claim of $1,008.00 for timber used in the last four months of 1962 is supported by a March 27, 1961 invoice of Winans Brothers Lumber Truckers in the amount of $1,544.90, less 2% cash discount. Of course, the timber covered by the invoice may have been stockpiled and used in part on the Stage II work. If that is the case, the invoice should be supported by a statement to that effect and indication of the quantities of each item used.

The claim of $192.00 for hanging bolts (96 @ $2.00/ea.) is supported by Young Iron Works invoice for $296.72 covering 150 each of bolts and nuts. Presumably, only 96 were used on Stage II work. If this is the case, the correct charge is $189.90 (at an average of $1.9781/ea.).

No documentation has been presented for the $112.00 claimed for pipe under category (3).

It is hoped that the Operator will submit promptly sufficient documentary evidence to support the maximum of $7,820.00 allowable for Stage II work. To do so will alleviate the need for a demand for refund of the $3,910.00 contributed by the Government.

Enclosures

EDTalbert/ama 2-13-63

cc:
Docket
Director's Reading File
CA & A Division
Fiscal Section
Mr. Talbert

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

February 11, 1963

Air Mail

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Dear Mr. Noack:

This is to inform you that an amendment is being prepared in Washington to do the work on the 435 level in lieu of the work that was assigned on the 550 level. For further information you may write or call me.

Sincerely yours,

Paul V. Fillo
Acting Field Officer
OME, Region II

cc:
Chief, Division of Field Operations, Washington, D.C.

FILE COPY
O. M. E
RECEIVED FEB 15 1963
DATE
2/15 800
500

DRAFT 2/8/63
WRGriswold/mm

EXPLORATION CONTRACT
WILLIAM R. NOACK
OMZ-6092

AMENDMENT NO. 3

It is agreed this _____ day of _____, 1963, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and William R. Noack, hereinafter called the "Operator," that Exploration Contract No. 2122 (OMZ-6092), dated September 27, 1960, as amended, is further amended, effective January 23, 1963, as follows:

Article No. 1 of Amendment No. 2 (dated June 14, 1962) is amended by extending the period for the completion of the work from 30 to 33 months from the date of the contract.

In Amendment No. 2, ~~page 4,~~ under ~~item~~ article number 5 ~~number~~ on page 5 and 6 and under article 6 on page 7 ~~on page 6, under Stage III; also on page 5, under Stage II~~, the term "550-foot level" is deleted wherever it appears and the term "435-foot level" is substituted. It is understood that such description is only approximate and that the precise level position shall be as approved by the Government.

This amendment shall not be construed to increase the fixed unit cost of any item of work, the estimated total cost of the contract, or the aggregate total amount which the Government may be required to contribute.

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Director, Office of Minerals Exploration

_____
William R. Noack

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
	Howard	500
2/7	Tallant	800
	Selfridge	130
2/7	Johnson	110
2/7	Fenn	100
2/7	Cae	220
		500

FEB 7 1963

AIRMAIL

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Referring to your January 28 memorandum covering the Noack project, we shall prepare an amendment permitting 435 level work, as requested. It will reach you in due time.

George C. Selfridge

WRGriswold/mm
2/7/63
cc: Director's Reading File
Review Committee
Docket

43683

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED JAN 30 1963

DATE	INITIALS	CODE
1/31	[illegible]	800
		120
	[illegible]	500
	Hall	

January 28, 1963

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D.C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Interim Inspection

Mr. William Noack, operator, was present when this property was inspected on January 19, 1963.

Progress to date of inspection:

	Allowed	Completed	Remainder
Stage I			
Rehabilitate Loretto shaft to 300 ft. level	300 ft.	300 ft.	0
Drift & crosscut on 300 ft. level	600 ft.	600 ft.	0
Timbering, drift or crosscuts	100 ft.	10 ft.	90 ft.
Samples	100 ea.	50 ea.	50 ea.
Stage II			
Rehabilitate the Loretto shaft from 300 ft. level to 400 ft. level	100 ft.	100 ft.	0
Stage III			
Rehabilitate the Loretto shaft from 400 ft. level to 550 ft. level	150 ft.	35 ft.	115 ft.
Stage IV			
Drift & crosscut on 550 ft. level	350 ft.	none	350 ft.
Timbering, drift or crosscuts	100 ft.	none	100 ft.
Samples	100 ea.	none	100 ea.

The shaft rehabilitation program has been an expensive job for the operator. He had hopes of uncovering a bulkhead at or near the 400 ft. level, but this did not occur. At present the shaft rehabilitation program is down to the 435 ft. level. The geological condition at this point shows that the shaft is beginning to encounter the hanging wall of the shear zone. Some copper coloring is appearing in the hanging wall of the shear zone.

In the third paragraph of the enclosed letter from the operator, he is requesting an amendment to the exploratory work on the 550 ft. level; he wishes to carry out this work on the 435 ft. level. No doubt the project has been expensive. If it is feasible, I would recommend an amendment; but there may be certain OME policies that would block this proceeding, with which I am unfamiliar. Please advise at your earliest convenience your decision on this.

With reference to your letter of January 9, 1963 on the above subject, a letter is being prepared for the operator instructing him to submit a MME Form 60 for all the costs claimed under Stage II "actual cost," with certified documentations. *

Paul V. Fillo

Paul V. Fillo

Enclosure

* Why didn't he discuss with Opr. during visit? Talbot

William R. Noack
5173 Earl Drive, La Canada, California

Contract # OME-2122
Contract Amount $60,910.00
Gov't. Participation 50% - $30,455.00
Mineral - Copper
January 23, 1963

To: Office of Mineral Exploration
Department of the Interior
555 Battery Street, San Francisco, California

Subject: Request for Amendment to OME Contract #6092

On December 14, 1962, Stage #2 of Contract #6092 was completed. Despite constant supervision, it was found that sinking a shaft through a muck pile was very costly. Stage #2 consisted of sinking eighty feet through loose muck to the 400-foot level. The period of time consumed was slightly over three months of continuous work. According to my records, the labor paid was $5,948.00, compensation insurance was approximately $800.00, and State Taxes were $216.00. The contract allowed $4,080.00 for labor, and $928.00 for insurance and taxes. Due to the three months needed to complete Stage #2, the fuel bill for operating the generator and pick-up truck to transport the men came to $862.00 against the $160.00 allowed in the contract. Therefore, my additional cost by the records on Stage #2 was $2,558.00.

In Stage #3, the cost had been estimated on the presumption that we would find the shaft bulkheaded on the 400-foot level and only timbering would be necessary from the 400-foot to the 550-foot level. Stage #3 was started on December 16, 1962, when we found the shaft was not bulkheaded and we found it full of muck. Work was continued in the hopes that we would find out why the shaft was blocked and that we could clear the blocking. However, we are now down to 435 feet and we find that the shaft is still blocked with loose muck. We have drilled a hole eight feet down and driven a 20-foot 3/4th inch steel rod into the muck and we find it apparently blocked solid at least as far as we can check. We have timbered four five-foot sets, or twenty feet, in the period from December 16, 1962, to January 15, 1963. Our cost of this twenty feet of Stage #3 was $1,622.00 for labor, $180.00 estimate for insurance, and actual fuel cost of $387.00. These figures, if carried on for a total of 150 feet to the 550-foot level, would be estimated labor $13,500.00, estimated insurance and taxes $1,700.00, and the time needed would be four months so the fuel cost would be $1,200.00, or a total of $16,400.00. The total reimbursement from the OME for all allowances on Stage #3 would be $5,637.00. Therefore, the operator would have to put up $10,763.00 to complete Stage #3. I have already spent, with accrued expenses, almost $3,000.00 on Stage #3 because we have mucked out fifteen feet additional besides the twenty feet already timbered, and are now down to the 435-foot level.

In view of the different conditions in which we have found the shaft at the 400-foot level, and that two and one-half days labor must be spent mucking for each five-foot set, which were not considered in the contract, the operator finds that he has not the extra money needed to do this work at his own expense. Therefore, I request an amendment to this contract that this contract be changed so that Stage #4 would be changed from exploring on the 550-foot level to the 435-foot level, under the direction of the OME representative. I believe that we can find the same information on the 435-foot level that we were to look for on the 550-foot level. There would be 135 feet of backs above us to the 300-foot level, we can explore for the downward continuation of ore zones from the 300-foot to the 435-foot level and, if they reach the 435-foot level, later the operator at his own expense can go down to the 550-foot level.

The ore developed on the 300-foot level in Stage #1 indicated that in the shear zone in which all of the drifting and cross-cutting was done, the ore probably originated West of the shear zone and traveled to the shear zone through two major faults. From the 435-foot level, this area could be explored in addition to exploring for the continuation in depth of the ore developed on the 300-foot level. If some of the money allotted for Stage #3 could be transferred to allow for additional exploration on the 435-foot level in addition to that already allowed for Stage #4, I believe that we will be able to develop a considerable body of ore which in case of a national emergency would be of a strategic value to the government.

It is also requested that an extension of time be given on this contract sufficient to complete the work allowed. For each 100 feet of drifting and cross-cutting, one month would be needed.

Very truly yours,

William R. Noack

William R. Noack

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED FEB 4 1963

DATE		
2/4	400	800
		500

January 28, 1963

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Dear Mr. Noack:

The enclosed five copies of MME Form 60 are to be completed for Stage II work. As set forth in the instructions on the reverse of MME Form 60, costs claimed under "actual cost" provisions of the contract should be entered on the appropriate category and item lines of the form. In the next to the last paragraph of the instructions it states that all amounts claimed must be supported by documentary evidence such as certified transcripts or copies of payrolls, invoices, statements of account, etc., or, in certain instances, certified memoranda. It is requested that these appropriate documents with MME Form 60 be submitted as soon as possible.

Stage III work is under the same conditions as Stage II, and appropriate documentation will be required for "actual cost" basis.

Sincerely yours,

Paul V. Fillo
Acting Field Officer
OME, Region II

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D.C.

Form 7
(1-58)

OFFICIAL FILE COPY

Date	Surname	Code
1/9	Talbert	800
"	Holt	500
	Barnard	500
	[illegible]	130
1/9	Johnson	110
1/9	Tarry	100
1/9	Cox	220
		500

JAN 9 - 1963

7

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

By a MME Form 60 for the period ending December 14, 1962, the subject Operator claimed $7,820.00 as a "fixed unit cost" for the Stage II work of rehabilitation of the Loretto shaft to the 400-foot level. Your December 27 memorandum, which submitted this voucher to the Department's Fiscal Section, states that "The voucher has been checked in this office and found to be correct; payment of the Government participation is recommended". The Department's Fiscal Section authorized payment of the Government's 50% contribution of $3,910.00 on January 2.

Amendment No. 2 to the contract limits the allowable Stage II costs to which the Government may contribute to the necessary, reasonable, and direct "actual costs" as estimated by categories in Exhibit A. The Exhibit A, as amended, provides estimates under Categories (2), (3), (4), and (7). All elements of the estimates for supervision and technical services under Category (2) and depreciation under Category (4), as well as an average cost of $97.75 a foot of shaft rehabilitation and the total of $7,820.00 for all Stage II costs, are maximums beyond which any excesses are for the Operator's own account.

As set forth in the instructions on the reverse of MME Form 60, costs claimed under "actual cost" provisions of a contract should be entered on the appropriate category and item lines of the form. Furthermore, as provided in the penultimate paragraph of the instructions, all amounts claimed must be supported by documentary evidence such as certified transcripts or copies of payrolls, invoices, statements of account, etc., or, in certain instances, certified memoranda.

In order to avoid an audit disallowance of the costs claimed for Stage II work and a demand upon the Operator for refund of the

Government's contribution, it is suggested that you call the Operator's attention to these requirements and request the prompt submission of appropriate documentation. Upon receipt of such documentation, please forward it to the Contract Administration and Audit Division for audit and re-forwarding to the Department's Fiscal Section.

It is to be noted that Stage III work also is on an "actual cost" basis. Accordingly, the Operator's claim for costs of such work should not be submitted to the Department's Fiscal Section for payment unless properly prepared and documented.

George C. Selfridge

(pl)

EDTalbert/ama 1-8-63

cc:
Docket
Director's Reading File
CA & A Division
Review Committee
Fiscal Section

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED JAN 7 1963

DATE		CODE
1/8	407	800
		120
	Yearend	500
1/9	Half S.P.H.	500

January 2, 1963

Mr. W. R. Noack
5173 Earl Drive
La Canada, California

Re: OME- 6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Dear Mr. Noack:

Weather permitting, I will make an interim inspection of the Loretto mine on January 19, 1963.

Sincerely yours,

Paul V. Fillo
Acting Field Officer
OME, Region II

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

755 Battery Street
San Francisco 11, California

January 2, 1963

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

[redacted] Acting Field Officer, OME, Region [redacted]

Subject: Proposed Field Work

I am planning to conduct the following field work from January 8 [redacted] January 21:

Mine examination (OME-6204 (Gold))
Mine examination (OME-6278 (Gold))
Interim inspection (OME-6187 (Gold))
Interim inspection (OME-6193 (Gold))
Interim inspection (OME-6253 (Gold, Silver))
Interim inspection (OME-6163 (Gold, Uranium))
Interim inspection (OME-6092 (Copper)) — Wm R Nace

Since I will be in the Allegheny area making an examination [redacted] Queen Mine (OME-6278) I will also make an examination [redacted] (OME-6204) before the winter snow storms begin.

Paul V. Pillo

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E.
RECEIVED DEC 31 1962

DATE		
		~~120~~
		~~500~~
		~~[illegible]~~
1/9		800
	~~[illegible]~~	500
1/9	~~[illegible]~~	500

December 27, 1962

Memorandum

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

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
Loretto Mine
Inyo County, California
Contract No. 2122

Enclosed are the original and two copies of the operator's monthly voucher and progress report with attached letter, in reference to the month of December, 1962.

The voucher has been checked in this office and found to be correct; payment of the Government participation is recommended.

Paul V. Fillo

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D.C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED DEC 26 1962

DATE		
12/27	WJ	800
	Greenwald	500
12/28	Hart	500

December 20, 1962

Mr. W.R. Noack
5173 Earl Drive
La Canada, California

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Dear Mr. Noack:

Enclosed are revised Monthly Vouchers and Progress Report, prepared for your signature. Please return them to this office for further processing. The original forms left out the first phase of work in your contract. I am sorry for this delay.

Please check these revised forms before signing.

Merry Christmas,

Paul V. Fillo
Acting Field Officer
OME, Region II

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D.C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

November 26, 1962

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Interim Inspection

The operator was present when this project was inspected on November 14, 1962. Progress to date of inspection:

	Allowed	Completed	Remainder
Shaft rehabilitation	250 ft.	80 ft.	170 ft.
Drifting & crosscutting	350 ft.	none	350 ft.
Timbering (drifts or crosscuts)	100 ft.	none	100 ft.
Samples	100	none	100

Progress has been very slow in their shaft rehabilitation work. This is due to tramp steel, pipe, old shaft timber and track ties which they have encountered. The operator gave the following report of expenditure for the months of July, August, September and October and to November 15:

July, August, September	$1494.00
October 15th	950.00
October 31st	1016.00
November 15th	926.00
	$4386.00

Paul V. Fillo

Paul V. Fillo

OFFICIAL FILE COPY
O. M. E
RECEIVED NOV 30 1962

DATE	INITIALS	CODE
11-30		100
11/30		~~110~~
		~~120~~
12/3		800
		500
12.5	S.R.H.	500

Mr. Holt

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

November 9, 1962

Memorandum

AIRMAIL

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: Proposed Field Work

I am planning to conduct the following field work from November 13 through November 19:

Interim Inspection: OME-6092 (Copper)
Interim Inspection: OME-6163 (Gold, Uranium)
Cursory Field Inspection: OME-6219 (Silver)
Interim Inspection: OME-6253 (Gold, Silver)
Mine Examination: OME-6256 (Gold)

On my way to Alleghany, California, I will visit the office of the Best Mining Company, Downieville, California; Mr. Huelsdonk, manager of the company, telephoned yesterday morning that he has a supplemental application in preparation and would like it to be reviewed before it is submitted.

Paul V. Fillo

Paul V. Fillo

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 13 1962

DATE		
		120
	Unsurved	500
11/14	S.P.H.	500
		220

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

November 1, 1962

Mr W. R. Noack
5173 Earl Drive
La Canada, California

Re: OME-6092 (Copper)
Loretto Mine
Inyo County, California
Contract No. 2122

Dear Mr. Noack:

A field trip into Nevada is tentatively planned for November 13 - 16. An inspection of the Loretto mine shaft is set up for November 14. I will arrive in Big Pine, California the evening of November 13.

Sincerely yours,

Paul V. Fillo
Acting Field Officer
OME, Region II

cc:
Chief, Division of Field Operations, Washington, D. C.

OFFICIAL FILE COPY
O. M. E
RECEIVED NOV 5 1962

DATE		
11/5	[illegible]	800
		120
	[illegible]	500
11/6	[illegible]	~~500~~
	6092	

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

October 30, 1962

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 5 1962

DATE	Initials	
	Ground 500	
11/6	Half S.F.H. 500	✓
	6092	

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Enclosed are the original and two copies of Amendment No. 4 to the subject contract properly executed by the operator. The remaining copies have been distributed in the usual manner.

Paul V. Fillo

Paul V. Fillo

Enclosures 3

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED OCT 23 1962

DATE	INITIALS	CODE
10/24	[illegible]	800
October 19, 1962		500

Mr. W. R. Noack
5173 Earl Drive
La Canada, California

Re: OME-6092 (Copper)
Loretto Mine
Inyo County, California
Contract No. 2122

Dear Mr. Noack:

This is to acknowledge your letters of September 2 and September 30, 1962. As you well know, the month of September was an exceptionally busy month for me.

With reference to your letter of September 2, the contract for Stage II is a unit completed job; in other words, when the shaft rehabilitation is down to the 400-foot level, you will be reimbursed for Stage II work.

In your letter of September 30, 1962, you mentioned that a considerable amount of tramp iron, pipe, etc. have been encountered. Please advise the depth at which this occurred, and also kindly submit your September voucher forms 60 and 61.

Sincerely yours,

Paul V. Fillo
Acting Field Officer

cc:
Chief, Div. of Field Operations, Washington, D C.

OFFICIAL FILE COPY

Date	Surname	Code
10/18	GCS	120
"	Johnson	110
10-18	Turnh	100
10/18	Cal	220
10/18	Talbot	800
		500

October 18, 1962

Memorandum

To: The Director

From: Chief, Division of Field Operations

Subject: Field Trip
OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

The Loretto Mine was visited on September 18, 1962, in company of Mr. Noack. The property is reached in about an hour's drive from Big Pine, California, over a winding road that is paved in part. The mine road is narrow, has a soft bottom, and goes practically straight up the mountain side. The mine yard is small and has a goodly sized stockpile of low-grade oxidized copper ore in addition to the waste dump. At the time of the visit there were three men working at the property, one running the hoist and framing timber, and two down the shaft. The men travel back and forth each day, which is not conducive in keeping men on the job. A trailer camp might be established, but all water would have to be hauled in from Big Pine as there is none in the immediate area.

The 300-foot level was first visited. The granitic rocks are well fractured, and it is doubtful that long-hole drilling of this type of material would give representative results. In addition to the many minor fractures, there are some faults which offset the rock, and one of these is marked locally by several inches of gouge. The writer paid particular attention to the occurrence of the mineralization, which consists of the supergene minerals, malachite, azurite, chrysocolla, and iron oxides. Mr. Noack reported cuprite, but it was not identified. The mineralization is definitely concentrated along the northeastern-trending fault zone where traversed by cross fractures. Its concentration at these places was probably determined by the more easy passage of surface waters. The mineralization occurs largely as incrustations of fracture surfaces. Mr. Noack thought that this supergene mineralization might have originated from a narrow footwall vein occurring at some distance which carries chalcopyrite. The writer's impression is that this is not so and the mineralization occurring in the fault zone is inherent to it. Only in one or two places was an attempt made to follow the mineralization

vertically, either up or down. Two shallow winzes were back filled with broken rock. The writer doubts that the better values here probed continued downward. His impression is that areas of better values will be isolated blocks limited in extent in all directions. It will probably take closer detailed mapping to connect faults and better grade areas of mineralization with whatever may be found on the 500-foot level. One will not be able to calculate that the entire width of the fault zone will consist of minable ore. Mr. Noack had done additional work at the eastern face of the OME work, and it is in this area that, megascopically, the best copper values occur. Assays reportedly ran 3 percent copper.

The bottom of the shaft was in reasonably well consolidated fill. Apparently the miners had been a little optimistic regarding the fill standing up which allowed for a run which had to be spiled off to catch it. The bottom of the shaft is dusty and really the men should wear masks. The matter of safety belts was also discussed as one can never tell when the bottom may drop out should the bulkhead be rotten. The shaft consists of 1½ compartments and is well timbered. The only criticism that can be made of the setup is that the headframe is too low to allow for a cage. The writer wouldn't relish going up and down 500 feet in the shaft in just a bucket and crosshead.

The latter part of the examination consisted of a visit to the outcrop of the fault zone over the present mine workings. The zone is marked by silicification and copper oxide. Some calcite was noted.

George C. Selfridge

GCSelfridge/gla (10-18-62)
cc to: Director's Reading File
Mr. Selfridge
Docket

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

October ~~18, 1962~~

OFFICIAL FILE COPY
O. M. E
RECEIVED OCT 22 1962
DATE
10/22 800
500
6092

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D.C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
Loretto Mine
Inyo County, California
Contract No. 2122

Enclosed is a copy of a letter from the subject operator for your information and file.

Paul V. Fillo
Paul V. Fillo

Enclosure

Attached narrative report for Sept. filed in reports folder.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

October 17, 1962

OFFICIAL FILE COPY
O. M. E.
RECEIVED OCT 22 1962

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
Loretto Mine
Inyo County, California
Contract No. 2122

Enclosed is a copy of a letter from the subject applicant for your information and file. The letter was received prior to our visit to the property. It is assumed the subject operator fully understands Stage II of amendment #2 of the contract. The operator will be notified for record purposes.

Paul V. Fillo
Paul V. Fillo

Enclosure

Attached narrative report for Aug. filed in reports folder

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
9/11	Holt	500
9/11	Talbot	800
"	on leave	130
9/12	Johnson	110
9/11	on leave	100
9/12	[illegible]	220
		500

SEP 12 1962

Memorandum

To: Acting Field Officer, Region II

From: ACTING Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Enclosed are the original and four copies of a proposed Amendment No. 4 (two pages) to the subject contract, signed by the Acting Director for the Government. Also enclosed is an extra copy for your use.

If the proposed amendment is satisfactory to you and the Operator, all five copies should be signed by the Operator. The Operator should retain his copy, you should retain the Field Office's copy, and the Government's, Audit's, and Fiscal Section's copies should be returned to this office.

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.

W. R. Griswold (gla)

Enclosures

SPHolt/gla
9-11-62
cc to: Director's Reading File
Review Committee
Docket

43683

DRAFT
8/7/62
SPHolt/gla

EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

AMENDMENT NO. 4

It is agreed this _____ day of _____, 1962, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and William R. Noack, hereinafter called the "Operator," that Exploration Contract No. 2122 (OME-6092), dated September 27, 1960, as amended, is further amended, effective December 27, 1961, as follows:

1. In Amendment No. 3 to the contract, paragraph 1 is revised and amended by deleting the item "50 K.W. International Diesel Generator, $3,750.00," and substituting in lieu thereof "90 K.W. Caterpillar D13,000 Diesel Generator, $3,750.00."

This amendment shall not be construed to increase the fixed unit cost of any item of work, the estimated total cost of the contract, or the aggregate total amount which the Government may be required to contribute.

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By_____
Director, Office of Minerals Exploration

_____
William R. Noack

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

July 27, 1962

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUL 31 1962

DATE	INITIALS	CODE
8/1	Received	500
8/2	Hall S.P.H.	500

Memorandum

To: Chief, Division of Field Operations, OME
Washington 25, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Enclosed are the original and two copies of amendment No. 3 to the subject contract, properly executed by the operator. The remaining copies have been distributed in the usual manner.

Paul V. Fillo

Paul V. Fillo

Enclosures 3

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED JUL 30 1962

July 24, 1962

7/30 800
500
7/31 500

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Re: Docket No. OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Dear Mr. Noack:

Enclosed are the original and four copies of a proposed Amendment No. 3 (one page) to the reference contract, signed by the OME Director for the Government.

If the proposed amendment meets with your approval, please sign and return the following copies to this office:

Government's copy
Fiscal Section's copy
Audit's copy
Field Office copy

The Operator's copy should be retained by you.

Sincerely yours,

Paul V. Fillo
Acting Field Officer, OME

Enclosures 5

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

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

OFFICIAL FILE COPY
O. M. E
RECEIVED JUL 23 1962

DATE	INITIALS
~~July 19, 1962~~ 7/23	800 ~~120~~
7/23	S.P.H. 500

Memorandum

To: Chief, Division of Field Operations, OME
Washington, D. C.

From: Acting Field Officer, OME, Region ~~II~~

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Enclosed is a copy of a letter from the subject operator, for your information.

Paul V. Fillo

Paul V. Fillo

Enclosure

WILLIAM R. NOACK

5173 East Dr La Cam[illegible]
July 18, 1962

JUL 1962
BUREAU OF MINES
OFFICE OF
MINERALS EXPLORATION
REGION 1

U S D Int.
Office of Mineral Exploration
Dear Paul Att Paul Filler

I purchased yesterday a Caterpillar D 13,000 90 KW Diesel Electric generator

It will be delivered to Big Pine Monday July 23 and I will start setting it up on the Loretta on Tuesday July 24th and start work promptly.

This new set will cost slightly over $4000 set up so I think that figure is OK. I sold the 50KW because it was not big enough.

Yours very truly
& Best regards
W R Noack

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
7/19	Holt	500
	Brownell	500
7/19	Talbot	800
"	Selfridge	120
"	Johnson	110
7-19	Fennell	100
7/20	Coe	220
		500

JUL 20 1962

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Enclosed are the original and four copies of a proposed Amendment No. 3 (one page) to the subject contract, signed by the Director for the Government. Also enclosed is an extra copy for your use.

If the proposed amendment is satisfactory to you and the Operator, all five copies should be signed by the Operator. The Operator should retain his copy, you should retain the Field Office's copy, and the Government's, Audit's, and Fiscal Section's copies should be returned to this office.

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.

George C. Selfridge

(262)

SPHolt/gla
7-19-62
Enclosures
cc to: Director's Reading File
Review Committee
Docket

43683

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUL 23 1962

DATE	INITIALS	CODE
7/09	[illegible]	800
7/23	[illegible]	500

July 17, 1962

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Dear Mr. Noack:

I have been advised from our Washington Office that amendment No. 3 is being prepared in eliminating depreciation on the Mancha trammer with five cars and the 37.5 K.W. generator and adding depreciation on a 50 K.W. generator.

In line with our phone conversation of last week, would you kindly confirm by letter the size generator you will be using. Your earliest reply will be appreciated.

Sincerely yours,

PAUL V. FILLO

Paul V. Fillo
Acting Field Officer, OME
Region II

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

P. S. Mr. Noack called last week and said that he would not be able to obtain the 50 K.W. generator he had in mind, and he is keeping the original 37.5 K.W. generator.

OFFICIAL FILE COPY

Date	Surname	Code
6-24	Holt	500
	Samuels	500
7/2	Talbert	800
✓	GCS	120
7/2	Johnson	110
7/2	[illegible]	200
7/2	Cac	220
		500

JUL 2 1962

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Please advise Mr. Noack that we will prepare Amendment No. 3 to the subject contract for the purpose of eliminating depreciation on the Mancha trammer with five cars and the 37½ generator and adding depreciation on a 50 K.W. generator, as noted in his letter of June 19, 1962, a copy of which was forwarded with your memorandum of June 21 transmitting signed copies of Amendment No. 2 to the same contract. *

George C. Selfridge

(HB)

SPHolt/hb
6/29/62
cc to: Director's Reading File
Docket OME-6092
Review Committee
Code 500 (blue)

*However, we shall have to leave the fair market value and the depreciation in each stage the same as they now are. In all, Mr. Noack would have to absorb only $11.25 more.

43683

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

OFFICIAL FILE COPY
O. M. E
RECEIVED JUN 25 1962
DATE
6/25 Cae 210
500

June 21, 1962

Memorandum

To: Chief, Division of Field Operations, ~~OME, Washington,~~ D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Enclosed are the original and two copies of Amendment No. 2 to the subject contract properly executed by the operator. The remaining copies have been distributed in the usual manner. Also enclosed is a copy of a letter from the operator stating a change in some of the equipment at the mine.

Paul V. Fillo
Paul V. Fillo

Enclosures 4

WILLIAM R. NOACK

5173 EARL DRIVE • LA CANADA, CALIFORNIA

June 19th, 1962

JUN 1962
BUREAU OF MINES
OFFICE OF
MINERALS EXPLORATION
REGION 11

To: Paul V. Fillo, Acting Field Officer
U. S. Department of the Interior
Office of Minerals Exploration
555 Battery Street
San Francisco, 11, California

Re: Docket No. OME-6092 (Copper)
Loretto Mine
Inyo County, California
Contract No. 2112

Gentlemen:

Amendment No. 2, to the above contract, dated June 14th, 1962, is returned herewith duly signed.

For the record, under operating equipment wherein depreciation is given on various pieces of equipment, I will not use the Mancha trammer with 5 cars valued at $2250.00 nor the 37½ K.W. Generator valued at $1500.00. In lieu of this generator, I was forced to buy a 50 K.W. International Diesel generator for $4250.00.

The writer thanks you and the entire staff of the Bureau of Mines for the assistance they have given this operator.

Very truly yours,

William R. Noack

William R. Noack

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUN 22 1962

June 18, 1962 ~~500~~
6/26 [illegible] 800
6/25 S.P.H. 500

AIR MAIL

Mr. Wm. R. Noack
5173 Earl Drive
La Canada, California

Re: Docket No. OME-6092 (Copper)
Loretto Mine
Inyo County, California
Contract No. 2112

Dear Mr. Noack:

Enclosed are the original and four copies of a proposed Amendment No. 2 (8 pages) to the reference contract, signed by the Director for the Government.

If the proposed amendment meets with your approval, please sign and return the following copies to this office not later than June 30, 1962.

Government's copy
Fiscal Section's copy
Audit's copy
Field Office's copy

The Operator's copy should be retained by yourself.

Please note that part of the new work under this amendment is on an actual cost and part on a unit cost basis.

It is important that, if acceptable, the amendment must be signed and mailed no later than June 30, 1962.

Very truly yours,

PAUL V. FILLO

Paul V. Fillo
Acting Field Officer, OME
Region II

Enclosures 5

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
6/9	Holt	500
	Hudson	500
6/14	Talbert	800
		130
6/14	On leave	110
6-14	Jones	100
6/15	Coe	220
		500

JUN 15 1962

AIRMAIL

Memorandum

To: Acting Field Officer, Region II

From: ACTING Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Enclosed are the original and four copies of a proposed Amendment No. 2 (8 pages) to the subject contract, signed by the Director for the Government.

If the proposed amendment is satisfactory to you and the Operator, all five copies should be signed by the Operator. The Operator should retain his copy, you should retain the Field Office's copy, and the Government's, Audit's and Fical Section's copies should be returned to this office.

Please note that part of the new work under this amendment is on an actual cost and part on a unit cost basis.

Also please note that this amendment, if acceptable to you and the Operator, must be signed* not later than June 30, 1962, or it will be of no value.

W. R. Griswold

Enclosures

SPHolt/gla
6-9-62
cc to: Director's Reading File
Review Committee
Docket

* and forwarded

43683

Re: OM8-6092 (Amend. No. 2)

1. Art. 1(b) of contract should be deleted and appropriate substitution provided under Art. 14(a). OK — No Direct substitution made — not on B of Art 14

2. Item 3 should identify this substitution as Art. 14(b) yes No.

3. Item 4 should provide for deletion of Art. 4 and the substition should be identified as Art. 14(c). The reference to "Article 6." should be deleted. — No — changed to Art 15. — No — Art 15

4. Second paragraph of introduction to Exh. A should be amended yes OK in contract

Talbert 6/11/62

p 3 Cat 6. [illegible]

Art 5?

STANDARD FORM NO. 64

Office Memorandum • UNITED STATES GOVERNMENT

Please call →

TO : ~~Mr Holt - OMB~~ Ext. 5424 DATE: 6/7/62

~~FROM~~ →

Attached ~~is~~ is Noach Contract, which I have tried to re-write as an Amendment

~~SUBJECT:~~ instead of an Amended Contract. Before this is sent out, however, please be sure all the items ~~that~~ need changing have been included in the amendments. Also fill in date on Page 5 and be sure to attach Exhibit B.

McSelle

FROM SOLICITOR
JUN 7 1962
FOR SIGNATURE

Government's Copy

EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

AMENDMENT NO. 2

It is agreed this _____ day of _____, 1962, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and William R. Noack, hereinafter called the "Operator", that Exploration Contract No. 2122 (OME-6092), dated September 27, 1960, as amended, hereinafter called the "Contract" is further amended, effective December 27, 1961, as follows:

1. In Article 1 of the Contract, as amended, the period for completion of the work is changed from 15 months from the date of the Contract to 30 months from the date of the Contract, ~~the estimated total cost of the work is changed from $29,600.00 to $60,910.00, and the maximum amount of the Government's contribution is changed from $14,800.00 to $30,455.00.~~ Article 1(b) of the Contract, as amended, is deleted and the following is substituted therefor:

Jane - Copy 1(b) from draft of Long Form on R. side of OME file

2. In Article 6(b)(2) of the Contract, as amended, the maximum period for royalty payments and the lien to secure the payment thereof is changed from eleven (11) years from the date of the Contract to fifteen (15) years from the date of the Contract.

3. Article 10 of the Contract is deleted and the following is substituted therefor as a new provision of Article 14:

"The provisions governing performance of work under Government contracts, as set out in Section 301 of the Executive Order 10925, dated March 6, 1961 (a copy of which is attached hereto as Exhibit B and by reference hereby incorporated and made a part of this contract), shall be applicable to this contract, and shall be included in all contracts executed by the Operator for the performance of work contemplated by this contract, and for that purpose the term "contract" shall be deemed to refer to this instrument and to contracts awarded by the Operator and the term "contractor" shall be deemed to refer to the Operator and to contractors awarded contracts by the Operator."

4. For the purpose of computing allowable costs of work added by this amendment as Stages II, III and IV, the following is added as a ~~further~~ new ~~provision of~~ Article 15 of the Contract:—

"ARTICLE 15. Costs.--(a) Allowable costs.--The allowable costs of the work to which the Government will contribute are limited to:

"(1) the necessary, reasonable, and direct actual costs that are estimated in Exhibit A by categories as specified in this article; and

"(2) fixed costs for units of work to be performed (per foot, per hour, etc) agreed upon in lieu of actual costs and set forth in Exhibit A.

"The Government will not contribute to costs under any category or subcategory omitted from the estimate of costs in Exhibit A. Any excess over any estimate which is indicated as the maximum of any category, subcategory, or item, either as to requirement or related cost; any excess over a fixed unit cost; and any excess over the total allowable cost of the work are not allowable. The Operator shall incur such excesses for his own account without contribution by the Government, but the Operator is not obligated to incur more than his agreed percentage of the total allowable cost of the work.

"Any category or subcategory or element thereof not designated as a maximum in this article or in Exhibit A may be exceeded, provided that the total allowable cost of the work, which is a maximum, is not exceeded.

"CATEGORY (1)--INDEPENDENT CONTRACTS.--The total of this category and the average unit cost estimated for each type of work to be performed under an independent contract are maximums.

"CATEGORY (2)--PERSONAL SERVICES.

"Subcategory (a)--Supervision and Technical Services--All elements of this subcategory (number of supervisors, technicians, outside consultants, periods of employment, rates of pay, and total) are maximums.

"Subcategory (b)--Labor.

"CATEGORY (3)--OPERATING MATERIALS AND SUPPLIES--Includes such items as drill bits and steel, explosives, fuel, pipe, power, timber, rail, and small tools costing less than $50 each.

"CATEGORY (4)--Operating Equipment.

"Subcategory (a)-- Rental.--The number of each rented item [6 mine cars, 1 truck], the rate of rental [$100 per month, $5 per hour], and the total of this subcategory are maximums.

"Subcategory (b)--Purchases.--The total of this subcategory is a maximum.

"Subcategory (c)-- Depreciation.-- All elements of this subcategory (time periods, rate of depreciation, and subcategory total) are maximums.

"CATEGORY (5)--INITIAL REHABILITATION AND REPAIRS.--Costs of items listed under this category include all requirements, such as labor, materials and supplies, and supervision at a rate not higher than provided for in Category (2), and shall not be duplicated under any other category. The total of this category is a maximum.

"Subcategory (a)--Initial rehabilitation and repairs of existing buildings, fixtures, and installations (exclusive of mine workings). -- The total of this subcategory is a maximum.

"Subcategory (b)--Initial rehabilitation and repairs of operating equipment. --The total of this subcategory is a maximum.

"CATEGORY (6)--NEW BUILDINGS, FIXUTRES, AND INSTALLATIONS (EXCLUSIVE OF MINE WORKINGS).--Costs of items listed under this category include all requirements, such as labor, materials and supplies, and supervision at a rate not higher than provided for in Category (2), and shall not be duplicated under any other category. The total of this category is a maximum.

"CATEGORY (7)--MISCELLANEOUS.--Includes requirements and costs that do not fall within any of the first six categories, such as repairs other than initial and maintenance of operating equipment, analytical work, prints and other reproductions, accounting, Operator's share of payroll taxes, liability insurance covering employment, travel, and communications.

"(b) Nonallowable costs.--The Government will not contribute to the following costs:

"(1) Costs of the land, such as rental, depreciation, depletion, or other costs of acquiring, owning, or holding possession;

"(2) Indirect costs, such as general overhead, corporate management, interest, taxes (other than payroll and sales taxes) insurance (other than liability insurance covering employment), damages to persons, damages to property (other than necessary repairs or replacements of equipment or other property used in the work);

"(3) Previous work performed or costs incurred before the date of this contract; and

"(4) Deferred payments.-- Any costs incurred by the Operator under any rental-purchase agreement, installment-purchase agreement, or any agreement for the purchase of goods under the provisions of which payment of the full purchase price is deferred more than 90 days from the delivery of the goods, unless the purchase agreement is approved by the Government in writing.

"(c) Reductions in costs.--The Operator shall account for and give the Government credit for any incidental benefits, credits, or money received in the ordinary course of business in prosecuting the work (as by salvage or sale of materials or equipment, furnishing of room or board, furnishing of power or services to third persons, rebates or discounts on purchases, etc.), in the same ratio in which the Government contributes to costs; and such amounts shall be treated as a reduction in costs incurred so that they are available for use within the limit of the original total cost. This provision does not apply to receipts from production which are subject to the Government's royalty under the provisions of Article 6."

5. In Exhibit A, Description of the Work, add a subtitle "Stage I" before the paragraph beginning "Rehabilitate the Loretto shaft from the surface . . .", and following said paragraph add:

"Stage II

Rehabilitate the Loretto shaft to the 400-foot level, including removal of loose material, repair or replacement of timber if any, and whatever work is necessary to complete the job.

"Stage III

Rehabilitate the Loretto shaft from the 400-foot level to the 550-foot level, including removal of loose material, repair or replacement of timber, and whatever work is necessary to complete the job.

delete the words of the entire full paragraph which read: "followed by drifting and crosscutting on the 300-foot level of the Loretto Mine", and substitute the following therefor: "on the 300-, 400-, and 530-foot levels of the Loretto mine, followed by drifting and crosscutting on the 300- and 530-foot levels." Also in Exhibit A,

120
500

Note:

We should double check to see if amount of money will be increased as we plan to drop "copper" in this fiscal year.

22500.00
1500
3750

4250
3750
500 more revenue

390
60) 23500
180
550
540
10 option fee deferred

Mag II

Mag III 487.50
475.00
12.50 option fee deferred

Re: OMC-6092

Shouldn't memo state value & depreciation to be allowed?

Talbert
7/2/62

DRAFT
5/8/62
SPHolt/gla

MME Form 50
Feb. 1959

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Draft for the docket

AMENDED EXPLORATION CONTRACT
(Long Form)

Docket No.	Commodity	Contract No.	County	State
OME -6092	Copper	14-23-090- 2122	Inyo	California

It is agreed _____ (Date), between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and

William R. Noack

_____,

whose mailing address is **5173 Earl Drive, La Canada, California**, hereinafter called the "Operator," as follows:

ARTICLE 1. Authority and scope.--(a) This contract, entered into under the authority of Public Law 701, 85th Cong., 2d sess. (72 Stat. 700; 30 U.S.C. § 641 - 646), consists of this form, the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed. The work is a search for new or unexplored deposits of the commodity designated above. The Operator shall begin the work on or before _____ (Date), and, subject to the provisions of Article 9 and Exhibit A, shall either have completed the work within **30** months from the date of the contract or shall have incurred allowable costs (see Article 6) in a sum not less than the total cost set forth in Exhibit A.

(b) The total allowable cost of the work set forth in Exhibit A is $ ~~61,410.00~~ 60,910.00. The Government will contribute 50 percent of the allowable costs as they are incurred, in a total sum not in excess of $ ~~30,705.00~~ 30,455.00 in accordance with the provisions of Articles 3, 4, 5, and ~~6~~ 15. "Costs incurred" means costs that have been paid or have become due and payable, or that the Government determines have become obligations.

(c) Interest computation.--Simple interest computed annually at the rate of _____ percent shall accrue from the dates Federal funds are made available until the period specified for payment of royalty expires, or until the amount of Federal funds contributed is fully repaid with interest.

(d) 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 rights in land.--(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 right 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:

Mortgage of C. W. Rodecker

(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 lien agreement of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached as follows:

Lien and Subordination Agreements signed by William R. and Elisabeth Helene Noack, and C. W. and Marjorie R. Rodecker

(c) The Operator shall preserve and maintain his right, title, or 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 royalty on production and liens for the payment thereof. Two true copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 7 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, in a workmanlike manner in accordance with good mining standards, and in compliance with State laws 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) Independent contracts.--To the extent that the allowable costs are estimated in Exhibit A with express reference to performance by independent contractors on a unit-price basis (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations), the work may be so performed (see Article 6(a), Category (1)). Any such independent contract shall refer to some specific and identifiable part of the work, and shall be subject to all of the pertinent terms and conditions of this exploration contract; but the Government shall not be considered a party thereto, and its rights under this contract, including the right to terminate its contributions, shall not be affected thereby. Regardless of the provisions of any such independent contract, the Government will participate in payments to the independent contractor only as to work performed in accordance with the provisions of this exploration contract, and only to the extent that the Government deems the unit prices for the work under the independent contract to be reasonable.

(c) 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 production operations during the period that royalty is payable to the Government. The Operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 4. Contribution by the Government.--(a) 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. Until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been received, the Government may withhold such sums as are necessary to protect its interests. 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 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. If work under this contract is carried on in conjunction with any other operations, or if labor, supervision, services, materials, supplies, equipment, facilities, or other requirements for carrying on the work are also used in connection with other operations, the costs shall be segregated and accounted for on a basis and by methods and accounts that are satisfactory to and approved by the Government.

(b) Monthly reports.--The Operator shall provide the Government with five copies of monthly reports in three sections as follows:

(1) Operator's Monthly Voucher claiming costs for work performed;

(2) Operator's Progress Report showing the number of units of the various types of work performed; 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 monthly report). 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 related costs.

(d) Report of sales.--The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's 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 the Government determines that 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 preparation or completion of the same 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. Costs.--(a) Allowable costs.--The allowable costs of the work to which the Government will contribute are limited to:

(1) the necessary, reasonable, and direct actual costs that are estimated in Exhibit A by categories as specified in this article; and

(2) fixed costs for units of work to be performed (per foot, per hour, etc.) agreed upon in lieu of actual costs and set forth in Exhibit A.

The Government will not contribute to costs under any category or subcategory omitted from the estimate of costs in Exhibit A. Any excess over any estimate which is indicated as the maximum of any category, subcategory, or item, either as to requirement or related cost; any excess over a fixed unit cost; and any excess over the total allowable cost of the work are not allowable. The Operator shall incur such excesses for his own account without contribution by the Government, but the Operator is not obligated to incur more than his agreed percentage of the total allowable cost of the work.

Any category or subcategory or element thereof not designated as a maximum in this article or in Exhibit A may be exceeded, provided that the total allowable cost of the work, which is a maximum, is not exceeded.

CATEGORY (1)--INDEPENDENT CONTRACTS.--(See Article 3(b)). The total of this category and the average unit cost estimated for each type of work to be performed under an independent contract are maximums.

CATEGORY (2)--PERSONAL SERVICES.

Subcategory (a)--Supervision and Technical Services--All elements of this subcategory (number of supervisors, technicians, outside consultants, periods of employment, rates of pay, and total) are maximums.

Subcategory (b)--Labor.

CATEGORY (3)--OPERATING MATERIALS AND SUPPLIES.--Includes such items as drill bits and steel, explosives, fuel, pipe, power, timber, rail, and small tools costing less than $50 each.

CATEGORY (4)--OPERATING EQUIPMENT.

Subcategory (a)--Rental.--The number of each rented item [6 mine cars, 1 truck], the rate of rental [$100 per month, $5 per hour], and the total of this subcategory are maximums.

Subcategory (b)--Purchases.--The total of this subcategory is a maximum.

Subcategory (c)--Depreciation.--All elements of this subcategory (time periods, rate of depreciation, and subcategory total) are maximums.

CATEGORY (5)--INITIAL REHABILITATION AND REPAIRS.--Costs of items listed under this category include all requirements, such as labor, materials and supplies, and supervision at a rate not higher than provided for in Category (2), and shall not be duplicated under any other category. The total of this category is a maximum.

Subcategory (a)--Initial rehabilitation and repairs of existing buildings, fixtures, and installations (exclusive of mine workings).--The total of this subcategory is a maximum.

Subcategory (b)--Initial rehabilitation and repairs of operating equipment.--The total of this subcategory is a maximum.

CATEGORY (6)--NEW BUILDINGS, FIXTURES, AND INSTALLATIONS (EXCLUSIVE OF MINE WORKINGS).--Costs of items listed under this category include all requirements, such as labor, materials and supplies, and supervision at a rate not higher than provided for in Category (2), and shall not be duplicated under any other category. The total of this category is a maximum.

CATEGORY (7)--MISCELLANEOUS.--Includes requirements and costs that do not fall within any of the first six categories, such as repairs other than initial and maintenance of operating equipment, analytical work, prints and other reproductions, accounting, Operator's share of payroll taxes, liability insurance covering employment, travel, and communications.

(b) Nonallowable costs.--The Government will not contribute to the following costs:

(1) Costs of the land, such as rental, depreciation, depletion, or other costs of acquiring, owning, or holding possession;

(2) Indirect costs, such as general overhead, corporate management, interest, taxes (other than payroll and sales taxes), insurance (other than liability insurance covering employment), damages to persons, damages to property (other than necessary repairs or replacements of equipment or other property used in the work);

(3) Previous work performed or costs incurred before the date of this contract; and

(4) Deferred payments.--Any costs incurred by the Operator under any rental-purchase agreement, installment-purchase agreement, or any agreement for the purchase of goods under the provisions of which payment of the full purchase price is deferred more than 90 days from the delivery of the goods, unless the purchase agreement is approved by the Government in writing.

(c) Reductions in costs.--The Operator shall account for and give the Government credit for any incidental benefits, credits, or money received in the ordinary course of business in prosecuting the work (as by salvage or sale of materials or equipment, furnishing of room or board, furnishing of power or services to third persons, rebates or discounts on purchases, etc.), in the same ratio in which the Government contributes to costs; and such amounts shall be treated as a reduction in costs incurred so that they are available for use within the limit of the original total cost. This provision does not apply to receipts from production which are subject to the Government's royalty under the provisions of Article 7.

ARTICLE 7. Repayment by Operator.--(a) Certification.--If the Government considers that mineral or metal production from the land covered by the contract may be possible as a result of the exploration work, it shall so certify in writing to the Operator at any time not later than six months after a sufficient final report and final accounting (see Article 5) have been furnished.

(b) Royalty on production.--The Operator, whether or not the producer (for example, if the Operator either transfers or does not retain his interest in the land), shall pay to the Government a royalty on all minerals and metals mined or produced from the land as follows:

(1) irrespective of any certification of possible production--from the date of the contract until the lapse of the time within which the Government may issue such certification or until the total net amount contributed by the Government is fully repaid with interest, whichever occurs first; or

(2) if the Government issues a certification of possible production--for a period of ten years from the date of the contract, or until the total net amount contributed by the Government is fully repaid with interest, whichever occurs first.

(c) Payment of royalty.--(1) The Government's royalty shall be five percent of the [redacted] gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrate, 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 (such as treatment processes performed by the buyer, sampling and assaying to determine the value of the production sold, and freight payable 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. No costs of the Operator are deductible in arriving at the "gross proceeds" as that term is here used.

The term "treatment processes" 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.

(2) 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.

(d) Unsold production.--If any production (ore, concentrate, 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, concentrate, 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.

(b) If the Government determines that the Operator is 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:

(1) the Government shall be relieved of all obligation to contribute to costs not incurred when the notice was given, other than such as may be allowable by the provisions of the contract as necessary and incidental to final accounting and reporting; and

(2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to final accounting and reporting.

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 9 shall not affect the Government's rights as provided for in the contract with respect to royalty and liens to secure the payment thereof, and such rights shall be fully preserved.

(d) The determinations of the Government are subject to appeal under Article 13.

ARTICLE 10. Notices to be given by the Government may be delivered to the Operator, or may be sent by certified mail addressed to the Operator at his mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 11. 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.

See Article 16.

~~ARTICLE 12. Nondiscrimination.--In connection with the performance of work under this contract, the Operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Government setting forth the provisions of the nondiscrimination clause.~~

~~The Operator further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.~~

ARTICLE 13. Disputes.--Any dispute arising under this contract which is not disposed of by agreement shall be decided by the Director, Office of Minerals Exploration, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Operator. The decision of the Director, Office of Minerals Exploration, shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Operator mails or otherwise furnishes to the Director, Office of Minerals Exploration, a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

The term "Director, Office of Minerals Exploration," as used herein includes his duly authorized representative.

ARTICLE 14. Eight-Hour Law of 1912--Overtime compensation.--This contract, to the extent that it is of a character specified in the Eight-Hour Law of 1912, as amended (40 U. S. Code 324—326) and is not covered by the Walsh-Healey Public Contracts Act (41 U. S. Code 35—45), is subject to the following provisions and exceptions of said Eight-Hour Law of 1912, as amended, and to all other provisions and exceptions of said Law:

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Operator or any independent contractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every laborer and mechanic employed by the Operator or any independent contractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day; and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause, and all penalties thus imposed shall be withheld for the use and benefit of the Government.

(e) Lien for payment.--To secure the payment of royalty (see Article 7(b)), the Operator hereby grants to the Government a lien upon his interest in the land and upon any production of minerals and metals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

(f) 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 Government, and this estimate shall be final and binding upon the Operator.

(g) No obligation to produce.--Nothing in this contract shall be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

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

ARTICLE 8. Interests in purchased property.--(a) Title and ownership.--All costs under this contract shall be incurred by the Operator in the Operator's own name and for the Operator's own account; but any property acquired to the cost of which the Government contributes shall belong to the Operator and the Government jointly in proportion to their respective contributions although title thereto shall be taken in the name of the Operator.

(b) Preservation of property.--Until the final disposal of any property in which the Government has an interest, the Operator shall preserve and protect same for the best interest of the Government, and any reasonable and necessary cost thereof will be treated as an allowable cost of the exploration. After the completion of the work, termination of the Government's obligation to contribute, or when such property is not being used for the work, the Operator shall not use it elsewhere without the written consent of the Government and without paying a reasonable rental to be fixed by the Government for its proportionate interest.

(c) Disposal of property.--Upon the completion of the work, termination of the Government's obligation to contribute to costs, or when the property is no longer needed for the work, the Operator shall promptly dispose of salable or salvageable property in which the Government has an interest for the joint account of the Government and the Operator, either by return to the vendor, sale to others, purchase by the Operator, or sale or transfer to the Government at a price at least as high as could be obtained from others, unless the Government in writing waives its interest in any such property. Without advance approval of the sales price by the Government, the Operator shall not sell at any price any item of property that cost more than $500, and shall not sell at less than 25 percent of the purchase price any item of property that cost $500 or less. The Government, in lieu of approving the sales price for any such item, may itself purchase the item at the best price which the Operator is able to obtain or offers. Property remaining upon any termination of the work shall be considered in groups or categories (such as drill steel, explosives, pipe, or rail), and if the original cost of the remaining unexpended portion of any such group or category is less than $50, the Government waives its interest therein. If necessary to accomplish the disposal of any item, the Operator shall dismantle and sever it from the land, the cost thereof to be treated as a cost of the exploration.

(d) Default of the Operator re disposal.--If within 90 days after the completion of the work, termination of the Government's obligation to contribute to costs, or after the property is no longer needed for the work, the Operator has failed to sell or otherwise liquidate or dispose of any property in which the Government has an interest, the Government, at any time prior to final settlement under the contract, may:

(1) in writing extend the time within which the Operator must dispose of or liquidate the property;

(2) by written notice to the Operator, place upon such property what it determines to be a fair valuation thereof, not in excess of the cost less 1.66 percent per month from the date such property was purchased under this contract to the termination of said 90-day period; and such property shall thereupon be considered and accounted for as having been purchased by the Operator at the valuation so fixed by the Government; and

(3) enter and take possession of such property wherever it may be found, and remove and dispose of it for the joint account of the parties.

ARTICLE 9. Termination of the Government's obligations.--(a) If the Government determines that operations at any time have failed to achieve anticipated results and further work is not justified, the Government may give the Operator written notice thereof, and thereupon:

(1) the Government shall be free of all obligation to contribute to costs not then incurred other than such as may be allowable under the provisions of the contract as necessary and incidental to final accounting and reporting; and

(2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to final accounting and reporting.

ARTICLE 15. Copeland (Anti-Kickback) Act--Nonrebate of wages.--The regulations of the Secretary of Labor applicable to contractors and subcontractors (29 CFR, Part 3), made pursuant to the Copeland Act, as amended (40 U. S. C. 276c) and to aid in the enforcement of the Anti-Kickback Act (18 U. S. C. 874) are made a part of this contract by reference. The Operator will comply with these regulations and any amendments or modifications thereof and will be responsible for the submission of affidavits required of independent contractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

ARTICLE 16. Changes and added provisions.--

(a) The provisions governing performance of work under Government contracts, as set out in Section 301 of the Executive Order 10925, dated March 6, 1961 (a copy ~~of which is attached hereto as Exhibit B and by reference hereby incorporated and made a part of this contract), shall be applicable to this contract, and shall be included in all contracts executed by the Operator for the performance of work~~ contemplated by this contract, and for that purpose the term "contract" shall be deemed to refer to this instrument and to contracts awarded by the Operator and the term "contractor" shall be deemed to refer to the Operator and to contractors awarded contracts by the Operator.

(b) In Article 7(b)(1) "date of the contract" means date of the original contract (September 27, 1960).

(c) In Article 7(b)(2) the words "ten years from the date of the contract are deleted and the words "fifteen years from the date of the original contract" are inserted.

(d) Notwithstanding any other provisions of this Amended Exploration Contract, the maximum ~~allowable~~ unit cost of ~~a~~ shaft rehabilitation in Stages II and III ~~item~~ is the average unit cost per foot computed on the basis of all the actual ~~unit~~ costs of said shaft rehabilitation ~~item~~ incurred by the Operator: Provided, that the Government will not contribute to any portion of an average unit cost of ~~a~~ shaft rehabilitation ~~item~~ that exceeds the maximum average ~~estimated~~ unit cost of said item set forth in Exhibit a of this ~~the~~ Amended Exploration Contract.

INT.-DUP. SEC., WASH., D.C. 52374

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

_____
(Operator)

By WILLIAM R. NOACK

XXX

Title _____

By _____

Director, Office of Minerals Exploration

XXXXX

I, _____, certify that I am the
(Name)

_____ secretary of the corporation named as Operator herein; that

_____, who signed this contract on behalf of the Operator, was then
(Name)

_____ of said corporation; that said contract was duly signed for
(Title)

and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____

[CORPORATE SEAL]

INT.-DUP. SEC., WASH., D.C. 52370

DRAFT
5/8/62
SPHolt/gla

AMENDED EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

ANNEX I

(Identical with Annex I of the original contract. May be copied in toto, or incorporated in this Amended Exploration Contract by reference.)

DRAFT
5/8/62
SPHolt/gla

AMENDED EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

ANNEX II

WHEREAS:

William R. Noack and the Government entered into Exploration Contract No. 2122 (Docket No. OME-6092), dated September 27, 1960 (hereinafter called the "Original Contract"). All work described in the Original Contract has been completed.

William R. Noack (the Operator) and the Government desire to add more work to the project, to increase the total estimated cost of the project, and to restate their entire agreement.

NOW, THEREFORE, it is agreed that:

1. Effective September 27, 1960, the Original Contract is superseded by this Amended Exploration Contract which shall govern all rights and obligations of the parties, except for payment by the Government for work under the Original Contract. [redacted]

2. The total net amount contributed by the Government under the Original Contract is repayable under the royalty provisions of this Amended Exploration Contract.

3. The Operator releases and agrees to save the Government harmless from all claims and demands arising out of the Original Contract. [redacted]

~~4. The Government retains the right to certify under the Amended Exploration Contract work done under the Original Contract.~~

[redacted]

DRAFT
5/8/62
SPHolt/gla

AMENDED EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

EXHIBIT A

The work performed pursuant to the Original Contract is designated as Stage I and is retained as part of the specifications for work under this Amended Exploration Contract. The work to be performed pursuant to this Amended Contract is set forth below as Stages II, III, and IV.

Description of the Work

Stage II

Rehabilitate the Loretto shaft to the 400-foot level, including removal of loose material, repair or replacement of timber, if any, and whatever work is necessary to complete the job.

Stage III

Rehabilitate the Loretto shaft from the 400-foot level to the 550-foot level, including removal of loose material, repair or replacement of timber, and whatever work is necessary to complete the job.

Stage IV

Drift and crosscut on the 550-foot level of the Loretto mine not to exceed an aggregate total of 350 feet to explore for the possible downward continuations of ore zones encountered on the 300-foot level. Drifts and crosscuts shall be not less than 5 feet by 7 feet in cross section in the clear of timber and shall be timbered as necessary, using standard drift sets of not less than 8" by 8" timber, or equivalent round timber. Locations, directions, and

lengths of drifts and crosscuts shall be subject to the prior approval of the Government, and work under Stage IV shall not be undertaken without such approval. The Government will contribute to the cost of not more than 350 feet of drifting and crosscutting, 100 feet of timbering of drifts and crosscuts, and 100 assays under this stage.

Estimated Costs

Stage II

Actual Costs

Category (2) **Personal Services**		
(a) Supervision and technical services, not to exceed $960.00/month for 1 month	$ 960.00	
(b) Labor, including timber framing	4,080.00	$5,040.00
Category (3) **Operating Materials and Supplies**		
Timber	$1,008.00	
Fuel	160.00	
Shaft hanger bolts	192.00	
Pipe	112.00	
		1,472.00
Category (4) **Operating Equipment**		
(c) Depreciation, ~~1 month @ $600.00/mo~~.		380.00 ~~600.00~~
Category (7) **Miscellaneous**		
Payroll taxes and insurance	$ 640.00	
Transportation of operating materials and supplies	288.00	928.00

Exhibit A

Exhibit A

Compressor, fair market value	$3,500.00
Mucking machine " " "	1,500.00
Mancha trammer with 5 cars, fair market val.	2,250.00
37½ K.W. Generator, " " "	1,500.00
Drilling equipment & steel " " "	1,500.00
Blower and motor	500.00
Hoist, headframe, sheaves, cages, hoisting ropes, et. fair market value	12,250.00
	23,000.00
Depreciation, 1/60 per month for 1 month, rounded to	380.00

Total Stage II		~~xxxxxxxx~~	7,520.00* $ ~~8,040.00~~*

Stage III

Actual Costs

Category (2) Personal Services		
(a) Supervision and technical services, not to exceed $960.00/month for 1¼ months	$1,200.00	
(b) Labor, including timber framing	5,400.00	$6,600.00
Category (3) Operating Materials and Supplies		
Timber	$1,890.00	
Fuel	300.00	
Shaft hanger bolts	360.00	
Pipe	210.00	2,760.00
Category (4) Operating Equipment		
(c) Depreciation, ~~1¼ months~~ @ ~~$600.00/month~~		415.00 ~~750.00~~
Category (7) Miscellaneous		
Payroll taxes and insurance	$ 900.00	
Transportation of operating materials and supplies	540.00	1,440.00
Total Stage III		11,275.00* ~~$11,550.00~~*

Type list below the Stage III. Insert A list below. Type depreciation 1/60 per month for 1¼ months rounded to

Stage IV

Fixed Unit Costs

Drive drifts and/or crosscuts on 550-foot level, 350 feet @ $34.00/ft.	$11,900.00	
Timber drifts and/or crosscuts, 100 feet @ $7.00/ft.	700.00	
Assay 100 samples for copper, gold, and silver, @ $5.00/sample	500.00	
Total Stage IV		$13,100.00

S U M M A R Y

Total Cost of Stage I (subject to audit)	$28,720.00
Estimated Total Cost of Stage II	7,520.00 ~~8,060.00~~
Estimated Total Cost of Stage III	11,275.00 ~~11,550.00~~
Estimated Total Cost of Stage IV	13,100.00
Estimated Total Cost of the Project (rounded)	60,610.00 ~~$61,410.00~~
Government Participation @ 50%	30,455.00 ~~$30,705.00~~

* The Government's contribution will be limited to a maximum of $97.75 ~~$100.00~~/ft. averaged over the entire footage rehabilitated acceptably under Stage II, and to $75.17 ~~$77.00~~/ft. averaged over the entire footage rehabilitated acceptably under Stage III.

Re: OME-6092 (Amended Contract)

① Does "15 years" in Art. 7(b)(a) refer to original contract or amended contract? done

② In past instances "Amended" contracts have always included an Annex setting forth the whereas and wherefore. If this is not to be done, some changes in the form proper are necessary. done

③ Exhibit "A" under work description and estimated costs, Stage I, reference to "300-foot level" should be changed to "320-foot level" to conform with work actually done (see 1st MME Form 61). done

④ Does Stage III depend on results of Stage II or require advance approval of Stage II? If not, why separate from Stage II?

⑤ If level work in Stage IV is to be at 550-foot, shouldn't Stage III work go beyond '550' to provide sump? ?

⑥ In Estimate of Costs, Stage I, change timbering to 10' @ $7.00, total $70.00 to conform with work actually done. ?

⑦ In Estimate of Costs, Stages II and III, delete asterisks and related footnote, as contract provides that indicated

items are maximums.

* (8) In order to avoid any chance of misunderstanding would help shouldn't total costs of Stages II and III each be specifically designated as maximums? Yes

(9) Why have total costs in Stages II and III been increased over the formerly proposed fixed unit cost amendment? Put on equipment Before

(10) In Stages II and III delete Cat. (1), (5), + (6) Done

(11) " " Yes " Cat. (4), items of equipment should be identified. Done

(12) In Stages II and III should "None except" be inserted in Cat. (3) and/or (7)? No. No

* Or to protect the Govt. in event of failure to complete rehabilitation to the full extent, a footnote:

"The Government's contribution will be limited to ~~average~~ ~~[illegible]~~ a maximum of $? /ft., averaged over the entire footage rehabilitated acceptably." 2 remarks Done

Handle Stage I differently.

Talbert 5/3/62

Done

OMC-6092 Proposed Amend. No. 2

① Contract provides for shaft rehab. to 300 level, amendment picks up at 320 level. ???

② Is shaft rehab. in stages II and III to be on footage price or job basis? job

* ③ If job basis, I suggest:

(a) on 1st. page, last par., deletion of "approximately 80 feet of" and "from the 320-foot level"

(b) on 2nd page, 1st complete sentence, delete entirely.

(c) on 2nd page, under Stage III, make deletion corresponding to (a) + (b) above.

(d) at bottom of page 2, change to read "Rehabilitate Loretto shaft to 400-foot level, complete job" ?

(e) at top of page 3, delete "~~150~~ ~~500~~ feet @ $70.00 ft."

④ Insert under Stage III on page 2 "The Government will contribute to not more than 350 feet of drifting and crosscutting, 100 feet of timbering of drifts and crosscuts, and 100 assays under this stage."

⑤ The consideration of footnote under Stages II and III should be on stage totals and the proposed footnote should be preceded by the words "In addition,"

⑥ Why is Stage III rehab cheaper than Stage II? expect less trouble shaft not filled with water.

* If footage basis, delete all references to job.

Talbert 4/20/62

DRAFT
4/20/62
SPHolt/gla

Not sig. See draft of Amended Contract

EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

AMENDMENT NO. 2

It is agreed this _____ day of _____, 1962, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and William R. Noack, hereinafter called the "Operator," that Exploration Contract No. 2122 (OME-6092), dated September 27, 1960, as amended, is further amended, effective December 27, 1961, as follows:

1. Under Article 1 of the contract, as amended, the period for completion of the work is changed from 15 months from the date of the contract to 30 months from the date of the contract, the estimated total cost of the work is changed to $60,400.00, and the Government's contribution is changed to not in excess of $30,200.00.

2. Under Article 6(b)(2) of the contract, as amended, the maximum period for royalty payments and the lien to secure the payment thereof is increased from eleven (11) to twelve (12) years from the date of the contract.

3. Under Exhibit A, below the words "Description of the Work," add a subtitle "Stage I," and beneath the paragraph beginning "Rehabilitate the Loretto shaft from surface . . ." add the following:

State II

Rehabilitate approximately 80 feet of the Loretto shaft from the 320-foot level to the 400-foot level, including removal of loose material, repair or replacement of timber, and whatever work

is necessary to complete the job. The Government will contribute to the cost of not more than 80 feet of shaft rehabilitation under Stage II.

Stage III

Rehabilitate approximately 150 feet of the Loretto shaft from the 400-foot level to the 550-foot level, including removal of loose material, repair or replacement of timber, and whatever work is necessary to complete the job. The Government will contribute to the cost of not more than 150 feet of shaft rehabilitation under Stage III.

Stage IV

Drift and crosscut on the 550-foot level of the Loretto mine, not to exceed an aggregate total of 350 feet of drifting and crosscutting, to explore the possible downward continuations of ore zones encountered on the 300-foot level. Locations, directions, and lengths of drifts and crosscuts shall be subject to the prior approval of the Government, and work under Stage IV shall not be undertaken without such approval.

4. Under Exhibit A, Estimated Costs, below the words "Fixed Unit Costs," insert a subtitle reading "Stage I," change Estimated Cost of the Project to Total Stage I, delete Government Participation @ 50% $14,800.00, and add the following:

Stage II

Rehabilitate Loretto shaft, 320-foot level to 400-foot level, 80 feet @ $90.00/ft., complete job 1/	$7,200.00	
Total Stage II		$7,200.00

Stage III

Rehabilitate Loretto shaft, 400-foot level to 550-foot level, ~~500~~ 150 feet @ $70.00/ft., complete job	$10,500.00	
Total Stage III		$10,500.00

Stage IV

Drive drifts and/or crosscuts on 550-foot level, 350 feet @ $34.00/ft.	$11,900.00	
Timber drifts and/or crosscuts, 100 feet @ $7.00/ft.	700.00	
Assay 100 samples for copper, gold, and silver, @ $5.00/sample	500.00	
Total Stage IV		$13,100.00
Estimated Cost of the Project		$60,400.00
Government Participation @ 50%		$30,200.00

1/ Funds authorized for assaying under Stage I and remaining unused under that stage may be used where necessary, and with approval of the Government, for assaying under Stages II and III.

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By_____
Director, Office of Minerals Exploration

WILLIAM R. NOACK

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E.
RECEIVED APR 6 1962

DATE		
OME 4/6	~~Received~~	130
4/9	~~Hoet~~ S.P.H	500
		500

April 2, 1962

Memorandum

To: Chief, Division of Field Operations, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: Docket No. OME-6092 (Copper)
Contract Idm-E2112
William R. Noack (Loretto Mine)
Inyo County, California
Operator's request for contract amendment authorizing additional work and funds to further explore the property.

Enclosed is a copy of a letter from the subject operator, dated March 23, 1962, requesting an amendment for additional exploratory work. The present contract work, completed prior to December 27, 1961, consisted of rehabilitating 300 feet of shaft and 600 feet of drifting. The exploratory work exposed an indicated ore reserve of considerable tonnage but not enough to justify a leaching plant and mining operation. The operator requested approval for additional work and funds to further explore the property.

The property was examined on February 14, 1962, by Paul V. Fillo accompanied by the operator, William R. Noack.

The operator has proposed exploratory work consisting of the following: rehabilitate the shaft from the 320-foot level to the 400-foot level (remove filled material and timber the shaft), replace the shaft timber from the 400-foot level to the 550-foot level, 350 feet of drifting and crosscutting on the 550-foot level, and 50 samples for assaying.

The estimated cost of the project is $30,390.00 and the Government's participation at 50 percent amounts to $15,195.00. The operator estimates that 11 months will be required to complete the work.

FINAL REPORT ON WORK ACCOM

The mineralized copper zone on the Loretto property occurs sporadically in a brecciated fault zone, striking N. 60 E., dips vertically. A large number of north-south and northwesterly trending fractures intersect the fault zone exposing low grade copper ores. An appreciable amount of vertical and horizontal movement is disclosed along the fault. The ore minerals are chiefly malachite, chrysocolla, and chalcopyrite. Pyrite and barite are present in lesser amounts. The only production record available is what was produced in 1956-1957 by lessers, which amounted to 204.718 dry tons. Earlier production figures were destroyed by fire.

Under OME contract Idm-E2112, the 300-foot level was extended 600 feet from the shaft station following a recommended directional bearing to reach the geological target area. Several northerly trending fissures were cut in this work exposing low-grade copper ore. The most promising showing of copper ore are samples Nos. 1-9 inclusive, as shown in fig. 1. Indicated ore reserves are believed to be equal to or greater than 46,000 tons averaging 1.82 percent copper. Total ore reserves above and below the 300-foot level is estimated to have an inferred reserve of 200,000 tons.

At the 320-foot level one side of the shaft discloses the rock to be shattered. Placing the bearing timber set every 30 feet should adequately keep the shaft plumb.

Under requested amendment to the contract, the operator wishes to explore for downward extensions of the known ore shoots from the 300-foot level. Geologic conditions on the 550-foot level should be similar to those on the 300-foot level. There is a good chance of copper mineralization being explored on the 550-foot level by crosscutting and drifting.

The following estimated costs of the proposed work were submitted by the operator:

Stage II shaft rehabilitation (fill with loose material) from 320-foot level to 400-foot level.

Items	Cost per foot
Lumber	$12.60
Frame sets	6.00
Labor	45.00
Insurance	8.00
Fuel	2.00
Hanging bolts	2.40
Transportation	3.60
Supervision	12.00
Pipe	1.40
Total cost per foot	$93.00
80 feet x $93.00	$7,440.00

old job = 3.85 ft/day
∴ total time would be
80/3.85 = 21 days
= 3½ weeks

Stage III shaft rehabilitation (replacing shaft timbers) from 400-foot level to 550-foot level.

Items	Cost per foot
Lumber	$12.60
Frame sets	6.00
Labor	30.00
Insurance	6.00
Fuel	2.00
Hanging bolts	2.40
Transportation	3.60
Supervision	8.00
Pipe	1.40
Total cost per foot	$72.00
150 feet x $72.00	$10,800.00

Average 3.85 ft/day
Total time
150 ft / 3.85 ft/day
= 39 days
= 6½ weeks

Stage IV. 350 feet of drifting and crosscutting on 550-foot level. The cost per foot will be the same as shown in the original contract, $34.00 per foot.

350 feet x $34.00	$11,900.00

4'/shift
2 shifts/day
Total time
= 350/8 = 44 days

Assays

50 samples at $5.00 per sample	250.00
Estimated total cost	$30,390.00
Government participation at 50%	$15,195.00

There is an excellent chance of discovering significant quantities of copper, silver, and gold ore in down-dip extensions of known ore bodies. It is recommended that the application for additional OME assistance be approved.

Paul V. Fillo

Paul V. Fillo

Total time - Raise 300-400' = 21 days
" 400-550' = 39 "
Open & retimber 550' station 12 " @
Drive 350' drift @ 8 cu/d = 44 "
116 days

@ 26 days/month = 4½ months

5173 Earl Drive
La Canada, California
March 23, 1962

To The Office of Mineral Exploration
United States Department of the Interior
San Francisco, California

Subject: Amendment to O.M.E. Contract # 6092

Gentlemen:

With the completion of the first stage of Contract # 6092, which has proven considerable tonnage of copper, gold, and silver ore, but not enough tonnage to attract private capital, I request an amendment to this contract to search for new and unexplored mineral deposits on the 550-foot level of this property.

Paul V. Fillo, O.M.E., has made an examinati on and mapped current work done under O.M.E. Contract # 6092 and of additional work done at the operator's own expense. The report by Dr. Warren D. Mateer of the Colorado School of Mines, describing past operations, is on file with Application for the current contract.

The ore reserves developed are shown in Paul V. Fillo's final examination of stage one, of this contract.

Exploration work planned:

The second stage plan is sinking a shaft through the muck from the 320-foot level to the 400-foot level. There had been a station and a 50-foot crosscut at the 400-foot level, the roof of which had collapsed, filling the shaft with muck. The north and south walls seem solid and it is believed bearing timbers can safely be installed.

The third stage planned is cleaning the shaft and timbering from the 400-foot to the 550-foot level. It is believed from information received from reliable sources, that during the depression, one of the neighboring miners put a bulkhead at the 400-foot level and stripped the timbers from there to the surface. Therefore, it is expected that we will find the shaft open from the 400-foot level down with the timbers rotted, which will have to be replaced.

The fourth stage planned is the search for new and unexplored mineral deposits on the 550-foot level. Three strong areas of mineralization were developed on the 300-foot level and a number of minor mineralized areas. It is planned to do 350 feet of drifting and crosscutting in these areas, the exact location of the work to be spotted by the O.M.E. engineer as soon as this 550-foot level is accessable. This work would show the depth of mineralization of the bodies of ore exposed on the 300-foot level.

It is requested that fifty assays of copper, gold, and silver be allowed.

If this contract amendment is approved, work can start immediately. It is planned to work twenty-six days per month at the rate of five days of straight pay and one day of time and one-half each week due to the isolation of the property. It is estimated that work can be completed in eleven months.

APPL. FOR FURTHER WORK

Estimate of Costs

(a) The following estimate has been brought down to a footage basis.

STAGE #2 -- mucking and retimbering shaft from 320-foot level to 400-foot level

Item	Per Foot	
Lumber	$ 12.60	
Framing sets	6.00	
Labor	45.00	
Insurance	8.00	
Fuel	2.00	
Hanging Bolts	2.40	
Transportation	3.60	
Supervision	12.00	
Pipe	1.40	
	$ 93.00 per foot X 80 feet =	$ 7,440.00

STAGE #3 -- removing old timbers and retimbering shaft to 550-foot level

Item	Per Foot	
Lumber	$ 12.60	
Framing sets	6.00	
Labor	30.00	
Insurance	6.00	
Fuel	2.00	
Hanging Bolts	2.40	
Transportation	3.60	
Supervision	8.00	
Pipe	1.40	
	$ 72.00 per foot X 150 feet =	10,800.00

STAGE #4 -- 350 feet of drifting and crosscutting on 550-foot level

In first stage drifting and crosscutting was established at $34.00 per foot.

350 feet of drifting and crosscutting @ $34.00 per foot =	11,900.00
50 assays of Au, Ag, Cu, @ $5.00 =	250.00
Total estimate - - -	$ 30,390.00

(b) The cost of supervision, payroll and accounting work, liability insurance, and workmens' compensation are included in the per foot basis.

Very truly yours,

William R. Noack

William R. Noack

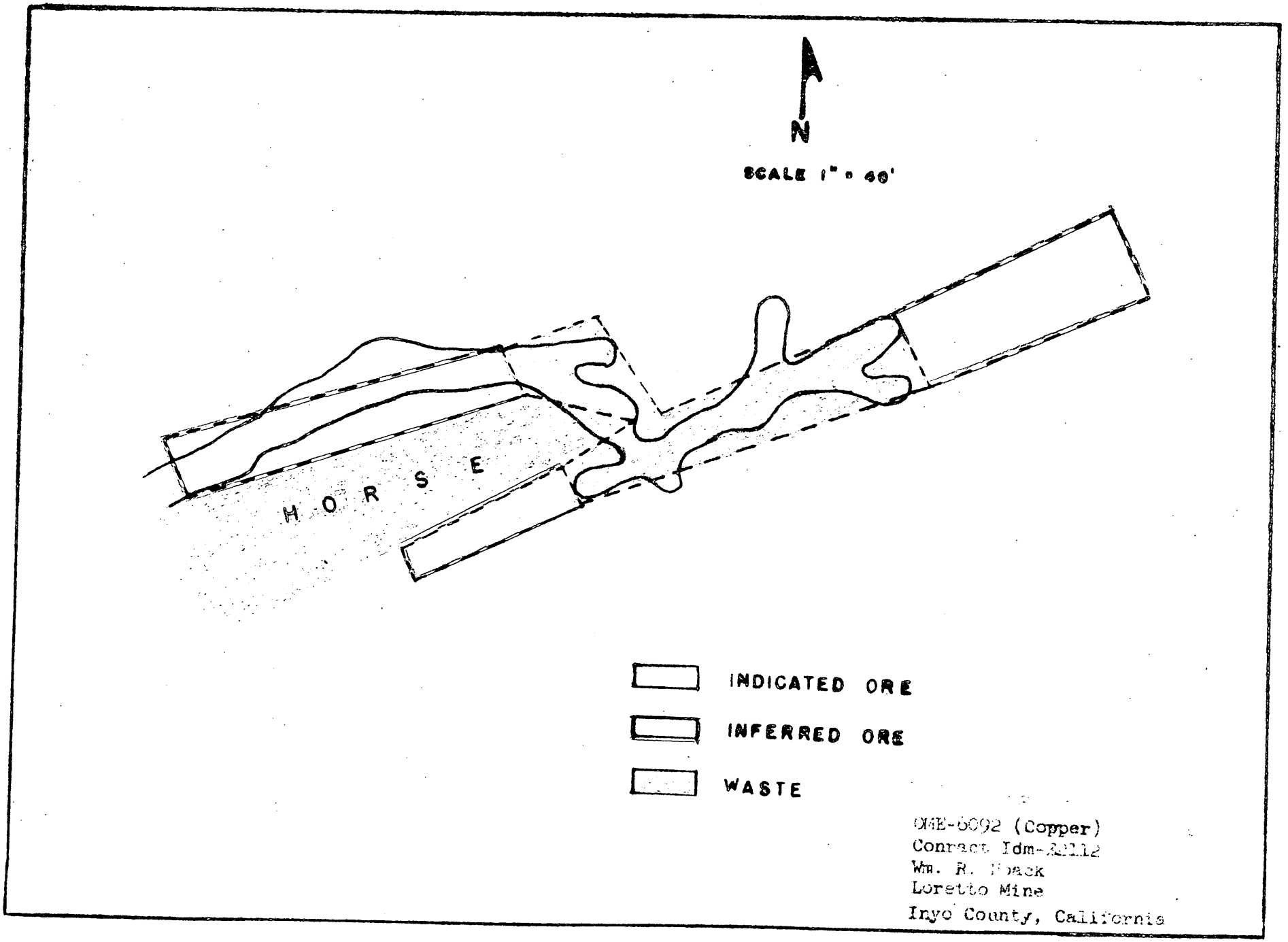


FIGURE 2 PLAN MAP of ORE RESERVES

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
3/21	[illegible]	120
"	[illegible]	110
3/21	[illegible]	100
	[illegible]	500
3/22	Talbert	800
		500
		~~225~~

March 21, 1962

Memorandum

To: Files

From: Chief, Division of Field Operations

Subject: OME-6092, Contract 2122, William R. Noack, Region II
OME-6117, Contract 2127, Aetna Springs Mine, Region II
OME-6197, Kansas City Exploration, Inc., Region II
OME-6218, Russell L. Dowell, Region II

Mr. Fillo telephoned today chiefly for information concerning Noack's new application for additional work, OME-6092. He didn't quite know how the requested additional work could be handled as an amendment to the existing contract. Both he and Mr. Dietrich were under the impression that the over-all money amount under a contract could not be increased. The amending of existing contracts for additional work and monies was explained to him.

He mentioned that they had been trying to get in touch with Russell L. Dowell, OME-6218, and had been unable to do so. Mr. Fillo, to put it bluntly, thought the man was off his rocker. He stated that he didn't have any money and that someone else was writing his letters.

He plans to send in the on-site report on Majuba Hill, OME-6197, in the next day or two.

He will submit the final reports on Aetna Springs, OME-6117, and Noack, OME-6092.

He also mentioned that he was losing his girl within two weeks and that things would be a little more hectic until a new girl was broken in. The writer suggested to him that if he had any questions concerning policy, especially with the payment of vouchers, just to drop us an air mail letter and we would gladly answer any questions he might have.

He mentioned that he was getting quite a number of inquiries from Mr. Talbert concerning DMEA dockets and he would try to stay on top of them. Apparently he has found the Region II files in poorer order

than some others he had handled in Region III.

When discussing reports, the writer explained to Mr. Fillo that we were making every effort to write as many contracts as was legitimately possible before July 1. Mention was made that preference might be given to the better appearing applications and that some types of work might be left pending until later in the year if additional on-site examinations of interesting projects were pending. Mr. Fillo stated he would do all he could toward expediting the on-site reports.

George C. Selfridge

GCSelfridge/hb (3/22/62)
cc to: Docket OME-6092
Docket OME-6117
Docket OME-6197
Docket OME-6218
Director's Reading File
G. C. Selfridge
CA&A Division
Code 500

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
3/14	Holt	500
	Pierson	500
	Boone	800
3/14	GLS	130
"	Johnson	110
3/14	Farrah	100
3/14	Cee	220
		500

MAR 14 1962

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

The new application, dated February 20, 1962, is referred to Region II for review, a field examination if necessary (although, in view of your recent examination, that might not be needed), and recommendations. In the event you did not retain a copy of the application, a copy of MME Form 40 and attachments, minus the bank letters, are enclosed for your use.

In case any work should be approved, it would be as an amendment to the subject contract. In no event would we accept the application in its present form--rehabilitation only. Under our OME regulations, we are particularly concerned with the search "for new or unexplored mineral deposits," and it has been our continuing policy under OME that rehabilitation cannot be all, or even a major part, of an exploration project. Certainly a strong, major structure, as this appears to be, should warrant opening up for a much longer length than is presently shown on the map of the 550-foot level. It appears safe to say that this vein, at best, is not one marked by the occurrence of high-grade ore; hence, the major expectancy must be for volume tonnage. Obviously, volume could only be obtained by stretching out the length of the drifts to adequate dimensions.

If Mr. Noack wishes to revise his proposal to include a substantial amount of work on the 550-foot level, in the form of drifting and auxiliary crosscutting, we will be glad to consider his proposal. Otherwise we cannot do so.

We shall await with interest the report you are preparing on the work done to date.

George C. Selfridge

(GCS)

cc to: Director's Reading File
Review Committee
Docket

SPHolt/gla 3-14-62

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
3/14	Holt	500
	Swensen	500
	Oc Neal	800
3/14	Selfridge	130
"	Johnson	110
3/14	Fumich	100
		220
		500

MAR 14 1962

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Dear Mr. Noack:

The new application, dated February 20, 1962, for further assistance in exploring the subject property has been reviewed by the Division of Minerals of the Office of Minerals Exploration and referred to Mr. Paul V. Fillo, Acting Field Officer, Region II, Office of Minerals Exploration, 113 Custom House, 555 Battery Street, San Francisco 11, California.

In case any work should be approved, it would be as an amendment to the subject contract. In no event would we accept the application in its present form--rehabilitation only. Under our OME regulations, we are particularly concerned with the search "for new or unexplored mineral deposits," and it has been our continuing policy under OME that rehabilitation cannot be all, or even a major part, of an exploration project.

If you wish to revise your proposal to include a substantial amount of work on the 550-foot level, in the form of drifting and auxiliary crosscutting, we will be glad to consider your proposal. Otherwise, we cannot do so.

The Regional Office will notify you in case additional information concerning the application is needed.

Sincerely yours,

George Fumich, Jr.

(SPH)

Director

SPHolt/gla
3-14-62
cc to: Director's Reading File
Region II (2)
Docket

43683

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED FEB 16 1962

DATE	INITIALS	CODE
		120
2/16	Hart	500
2/19	S.P.H.	

February 12, 1962

Memorandum

To: Chief, Division of Field Operations, OME
Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: Final Field Examination

I propose to conduct a final field examination on OME-6092 (Copper) Loretto mine, Inyo County, California, from February 12 through February 17, 1962.

During my absence, Mrs. Hilda Henson, Secretary assigned to our office, will be able to communicate with me by telephone.

Paul V. Fillo

Paul V. Fillo

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

February 5, 1962

Memorandum

To: Chief, Division of Field Operations, OME,
Washington 25, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

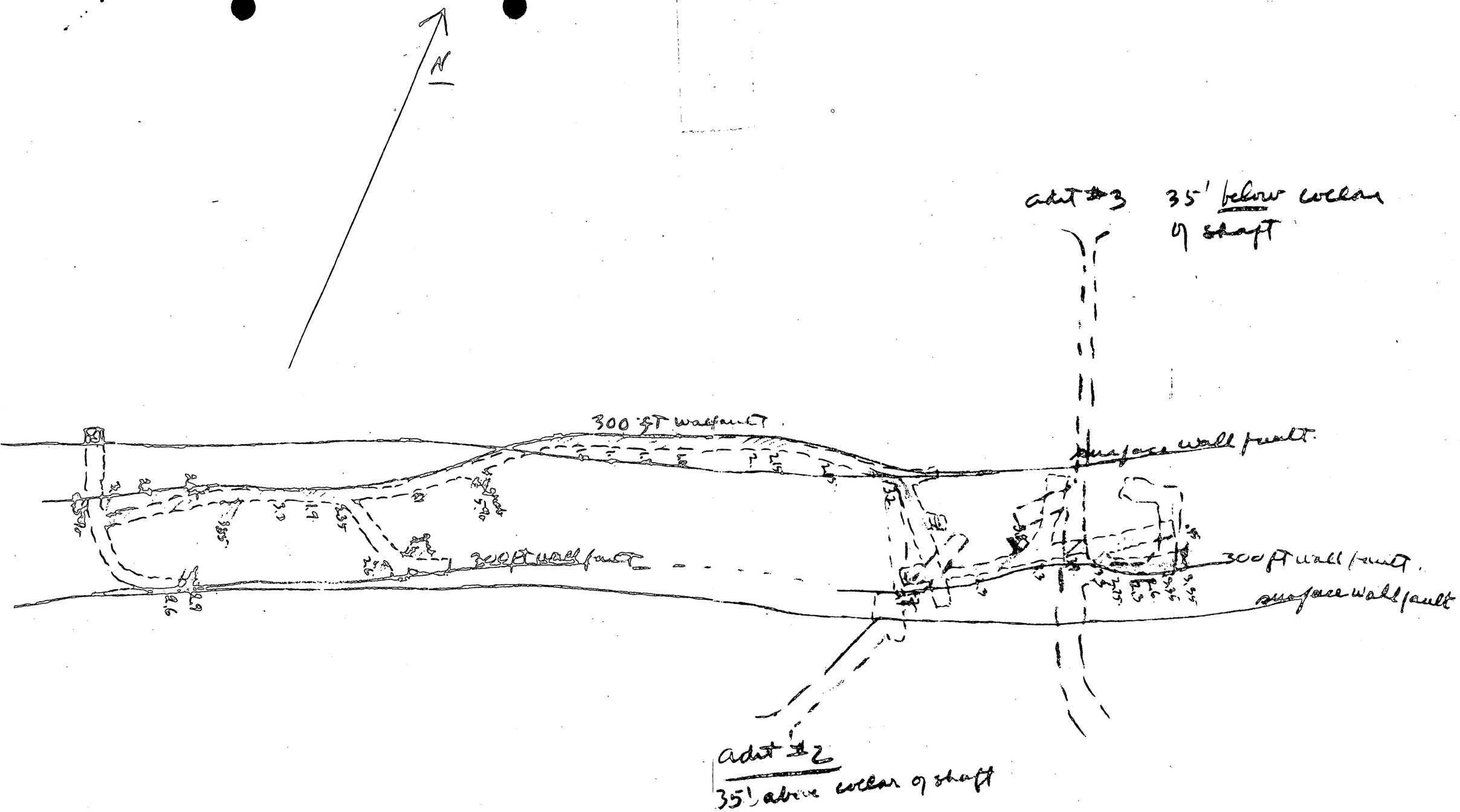
Enclosed herewith are three copies of the project assay map as submitted by the operator as part of his final report.

The previous portion of the final report was contained in the narrative submitted with the operator's Monthly Voucher for the month ending December 27, 1961.

For: Paul V. Fillo

OFFICIAL FILE COPY
O. M. E.
RECEIVED FEB 12 1962
DATE
130
500.
2/12
3/13
Hoet
S.P.H.

OPERATOR'S FINAL REPORT



Loretta Mine
Big Pine Calif.
February 2, 1962

1" = 40'

BRUNTON SURVEY
BY
WM. R. NOACK

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

February 5, 1962

OFFICIAL FILE COPY
RECEIVED
12
3/13
S.P.R.
500

Memorandum

To: Chief, Division of Field Operations, OME
Washington 25, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Reference is made to your letter of January 30, 1962, relative to the possibility of additional exploration of the subject property.

Mr. Noack visited our office on February 2, and stated that he was as yet undecided on the method of further exploration below the present 300-foot level.

He will, of course, submit another application on MME Form 40 when and if such exploration is proposed.

The writer is of the opinion that access through the present shaft is the logical method of continued exploration of the property. However, a final decision should be delayed until the Acting Field Officer has made his Final Examination of the present contract work and discussed all phases of such a proposed project with the operator.

The Final Examination will be made as soon as possible.

For: Paul V. Fillo

Re: OMC - 1992

In Apr. 30, 1961, narrative accompanying first voucher, Apr. state walls were in fault zone from 280 feet down, at a depth of 340 feet walls had collapsed, the caved portion from 320 feet down is being filled with muck to prevent collapse of 300 foot station, and the shaft rehabilitation cost $19,876.65 in addition to $8,000.00 under contract.

#93 H. Talbot 1/28/62

300') 28000 / with rehabilitation?
27900
100

The above is hardly a fair statement since, of ~~the~~ $19,876.65, the sum of $12,247.33 was for new equipment. Nevertheless the shaft, below the 300 level, may be a problem.

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
1/29	Holt	500
	Griswold	500
1/29	Tallant	800
1/30	GCS	130
"	Johnson	110
1-30	Tomak	100
1/30	Coe	220
		500

JAN 30 1962

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

We have read with interest Mr. Noack's narrative (January 6, 1962) and the memorandum written on his December progress report. Please advise him that if he wishes further Government assistance he must apply in a more formal form, outlining a proposal, giving the usual and customary detailed breakdown of estimated costs, et cetera.

At the same time, we would like to have an appraisal from you of project results to date, together with your suggestions and recommendations concerning possible future work. We are a little concerned regarding his statement "The ground is so shattered ... the cleaning out of the next 250 feet of shaft and retimbering would be costly." Apparently, the 300 feet of shaft rehabilitation already done was no vast undertaking; as far as we know it was done with relative ease. Yet we certainly do not want to get involved in a really messy job of shaft work. At times, such jobs can actually cost a lot more than a new shaft. Even then, if the ground is too bad, the reconditioned shaft is never worth much; it tends to creep and to rotate, entailing endless maintenance and expense.

If any such hazard exists, possibly it would be worth while to consider winzing, perhaps for 150 feet, with subsequent drifting. Offhand, winzing would appear foolish since a shaft already exists, but a bad, treacherous shaft is a lot worse than none at all.

/S/ George C. Selfridge (SFB)

WRGriswold/gla
1-29-62
cc to: Director's Reading File
Review Committee
Docket

43683

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED NOV 13 1961

DATE	INITIALS	CODE
11/13		800
		500
"		500
"		500

November 6, 1961

Memorandum

To: Chief, Division of Field Operations, OME
Washington 25, D. C.

From: Glenn G. Gentry, Acting Field Officer, OME
Region 11

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

Reference is made to your letter of October 23, 1961 relative to proposed long-hole drilling in the subject exploration project.

Long-hole drilling has been discussed in detail with the operator during each on site inspection and during each of several visits to this office and during several conferences via telephone.

The operator concludes that such exploration would result in insufficient and erroneous information because of the fissureing characteristic of the deposit. In my opinion, exploration by following principal mineralized fissures and cross fractures should be continued. The N 65°E course should intersect the geological target which was the primary reason for recommending a contract. I believe the operator is finally convinced of this and will adhere to the contract specifications.

When the major contact fissure is reached it should be followed either right or left, as the case may be, from the main drift.

Glenn G. Gentry

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
10/20	Holt	500
	Received	500
10/23	Talbert	800
10/23	[illegible]	130
"	Johnson	110
10/23	Fennell	100
10/23	gad	220
		500

OCT 2 3 1961

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

In his September narrative report on the subject contract the Operator states that very little indication of ore has been encountered in the last hundred feet of drifting, that a careful survey shows an outcrop paralleling the course of the drift, and that it is believed the main ore body is to the right of the drift.

Under such circumstances, working in a wide mineralized zone where the Operator seems not too sure of the location of the drift within the structure, you might suggest to the Operator that long-hole drilling might be helpful to locate the walls of the structure and to find and follow with the drift the most promising part of the ore zone.

We can, if necessary, and if you so recommend, prepare a contract amendment to authorize long-hole drilling.

/s/ George C. Selfridge

(242)

SPHolt/gla
10-20-61
cc to: Director's Reading File
Review Committee
Docket

43683

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED MAY 22 1961

DATE	INITIALS	CODE
5/22	gad	220
5/22		800
May 19, 1961	S.P.H.	800

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Re: Docket No. OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. Idm-E 2122

Dear Mr. Noack:

We have received your letters of May 6 and 13, 1961 regarding the subject contract and wish to thank you for the information.

The drift between the shaft and the mineralized areas of Nos. 2 and 3 Adits, which are the tract target, is to be aligned on a North 65 degree East course and therefore you should comply with the contract requirements. This course was considered to be the shortest distance from the shaft to the target and to entail the least expenditure.

We have no objection to additional exploration you may wish to conduct at your expense.

We enclose an extra copy of the contract map for your files and reference.

I plan on making an interim inspection in the near future and will advise you in advance of the date.

Very truly yours,

Glenn G. Gentry
Acting Field Officer, OME
Region II

Enclosure

Copy to: Chief, Division of Field Operations (with copies of letters)
OME File

WILLIAM R. NOACK

5173 EARL DRIVE • LA CANADA, CALIFORNIA

Copy

May 6, 1961

OFFICIAL FILE COPY
O. M. E.
RECEIVED MAY 22 1961

DATE	INITIALS	CODE

Mr. Glenn Gentry
Office of Mineral Exploration
U. S. Department of the Interior
555 Battery Street
San Francisco-11, California

Dear Mr. Gentry:

As the re-timbering of the shaft is now complete, in addition to the Narrative, I am submitting the Voucher and the Progress Report. If any further substantiation of expenditures are necessary, I will be very happy to submit same.

This coming week, I hope to have the cage in operation . The station is about eight feet wide, fifteen feet high, and has been slow building on account of the faulted ground. We believe that next week we will be making rapid progress on the crosscut of the vein and then we will start our drift. The mucking machine is on the job and we are now ready to go.

I hope that you are feeling better and I am looking forward to taking you up to the Loretto.

Very truly yours,

W. R. Noack

W. R. Noack

WRN:He
Encl.

WILLIAM R. NOACK

5173 EARL DRIVE • LA CANADA, CALIFORNIA

Copy

OFFICIAL FILE COPY
M. E
RECEIVED MAY 22 1961

DATE	INITIALS	CODE

May 13, 1961

Mr. Glenn G. Gentry
U. S. Department of the Interior
Office of Minerals Exploration
555 Battery Street
San Francisco, 11, California

Re: Docket OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. Idm-E 2122

Dear Glenn:

Thanks for the assistance in preparing the Voucher and Progress reports.

The station at the 300-foot level is 15feet high and 10 feet wide and also 10 foot from the shaft to what we believe is the footwall. All of the material removed for this station was a soft faulted rock which had to be spaded out by hand as a blast might have caused a serious cave-in. Tomorrow we will put our first round in the first hard material we have come to, and which has spots of copper all through it. I hope that next week we will be well in the vein and find some good values. You can see from this description, for safety reasons, we must get in the vein before we can turn general North 65 degrees East. However, is it permissible to crosscut until we find some good values and then drift East on these values to hit your target?

Naturally I would want to crosscut at my own expense to the other wall as the best values could be there.

We will be glad to comply with your suggestion and watch for cross fracturing and so do as you suggest, either to drill or put in a round at my expense wherever we think that we may find an ore chute.

I had a top engineer, Mr. Ralph Godfrey of Phoenix, Arizona, at the Loretto last week and he got quite enthused over our prospects.

I also took him to the beryllium property at Lone Pine and he, too, thought that we should put in an Adit deep into thehill, starting right by the blacksmith's shop at the bottom of the hill. Strangely enough, on the map Mr. Benson made, they omitted the assays from this section, and this section is the only place that is easy to get to where one can actually see the beryllium in place. I am anxious to talk to Mr. Holmes again and have him show me on the map exactly where he got that beautiful sample he has. It would be nice if we could take Mr. Holmes, who has seen many beryllium properties, up to Lone Pine when we put in our application for an OME loan on that property.

Best regards,

Bill Noack

WILLIAM R. NOACK

5173 EARL DRIVE • LA CANADA, CALIFORNIA

Copy

May 13, 1961

OFFICIAL FILE COPY
O. M. E.
RECEIVED MAY 22 1961

DATE	INITIALS	CODE

U. S. Dept. of the Interior
Office of Minerals Exploration
555 Battery Street
San Francisco-11, California

Re: Docket No. OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. Idm-E 2122

Gentlemen:

Submitted herewith is corrected Monthly Voucher and Progress Report for period January 15, 1961, to April 30th, 1961.

Additional costs incurred by myself for my own account have also been corrected and are itemized on a separate sheet to be included as part of my Narrative.

The shaft rehabilitation is complete, a station is completed at the 300-foot level, and a cage is in operation.

Thanking you for your assistance and looking forward to a visit from your office to the mine, I am

Very truly yours,

William R. Noack

William R. Noack

WRN:He
Encl.

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED MAY 2 1961

DATE	INITIALS	CODE
April 27, 1961		
V-V	gad	V.V.O
a	Greenwald	500
5-3	Hoeft	500

Memorandum

To: Chief, Division of Field Operations, OME
Washington 25, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Enclosed are the original and two copies of Amendment No. 1 to the subject contract, properly executed by the operator. The remaining copies have been distributed in the usual manner.

Via telephone today Mr. Noack informed us the rehabilitation of the shaft had been completed to the 300 ft. level and excavation for the station had started. He expects to begin drifting within the next few days.

GLENN G. GENTRY

Attachments

Copy to: OME File

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E.
RECEIVED APR 27 1961

DATE	INITIALS	COPY
4/27	gad	VVO
4/27	[illegible]	800
April 25, 1961		
"	~~[illegible]~~	500

Air Mail

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Dear Mr. Noack:

Because actual rehabilitation of the Loretto shaft was started after November 14, 1960 (the starting date inserted in the subject contract) the Government considers the contract may have been in technical default.

To correct this possibility and to allow an additional period for completion, we have prepared Amendment No. 1 signed by the Acting Director of OME for the Government. The Amendment comprises Government's copy, Operator's copy, copies for the Fiscal Section, Audit's Section and Field Office.

All copies should be signed by yourself. You should retain the Operator's copy and return the others to this office.

If any part of the Amendment does not have your approval, all of the copies should be returned to this office together with an itemization of your suggested changes.

Very truly yours,

Glenn G. Gentry
Acting Field Officer, OME
Region II

Attachments 5

Copy to: Chief, Division of Field Operations, OME
Washington 25, D. C.
OME File

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/20	Griswold	500
4/21	Talbert	800
4/21	[illegible]	130
"	Johnson	110
4/21	[illegible]	220
		500

APR 2 1 1961

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract 2122

We have your memorandum of April 6 covering the commencement of work under the subject project. There seems little reason to doubt the Operator's good faith or good intent, yet there seems to have been a technical default and we may as well clear it up via an amendment, especially so since it is obvious that a time extension for completion is required in any event.

The original and four copies of a proposed Amendment No. 1 are enclosed, signed by the Acting Director for the Government. If it meets with your approval and that of the Operator, all five copies should be signed by the Operator. The Operator should retain its copy, you should retain the Field Office's copy, and the Government's, Audit's, and Fiscal Section's copies should be returned to this office.

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.

/s/ George A. Selfridge

(HB)

Enclosures

WRGriswold/gla
4-20-61
cc to: Director's Reading File
Review Committee
Docket

8623

DRAFT
WRGriswold/gla
4/18/61

Docket copy

EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

AMENDMENT NO. 1

It is agreed this _____ day of _____, 1961, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and William R. Noack, hereinafter called the "Operator," that Exploration Contract No. 2122 (Docket No. OME-6092), dated September 27, 1960, is amended as follows:

1. Under Article 1 of the contract, the date of November 14, 1960, for beginning the work is deleted and the date February 15, 1961, is substituted. Likewise, the period for completion of the work is changed from 9 months from the date of the contract to 15 months from such date.

2. Under Article 6(b)(2) of the contract, the maximum period for royalty payments and the lien to secure the payment thereof is increased from ten (10) to eleven (11) years from the date of the contract.

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

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

WILLIAM R. NOACK

By_____
Acting Director, Office of Minerals Exploration

_____

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

OFFICIAL FILE COPY
O. M. E
RECEIVED APR 7 1961

DATE	INITIALS	CODE
4-7	gad	120
4		120
4/10		800
		500
		120
		500

April 6, 1961

Memorandum

To: Chief, Division of Field Operations, OME
Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME - 6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. 2122

Reference is made to your letter of March 29, 1961 relative to progress of the subject contract.

Beginning prior to November 14, 1960 the operator had started necessary repair work on the mine access road in order to render it passable for large trucks to deliver lumber and machinery for use in timbering the shaft.

Severe winter weather conditions during December, 1960 and January, 1961 delayed work during portions of that period.

On March 22, 1961 the operator advised me by telephone that the shaft had been retimbered to a depth of 180 feet and rehabilitation should be completed about the first of May.

Mr. W. T. Benson, Mining Engineer of the U. S. B. M., Reno, Nevada is now engaged in other work near Big Pine, California and will make an interim inspection of the Loretto Mine contract work and prepare a report for this office. I have requested Mr. Benson to make the inspection because he is in the vicinity of the mine and therefore considerable saving of expenditures can be made.

The operator was actually preparing access roads to the mine shaft area and delivering timbers, etc. as well as cleaning the ground site adjacent to the collar of the shaft prior to and on and after November 14, 1960. Therefore, I believe he was acting in good faith. The work was at the expense of the operator and I recommend it be accepted and the time allowed as a necessary preparation before timbering of the shaft could begin.

GLENN G. GENTRY

Copy to: OME Files, Region II

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
3/28	Holt	500
	[illegible]	500
3/29	Talbert	800
		130
3/29	[illegible]	110
3/29	Coe	220
		500

MAR 29 1961

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretta Mine
Inyo County, California
Contract 2122

Please advise if you have received any information concerning work performed under the contract mentioned above since January 14, 1961, the date of the Operator's Narrative Report and letter forwarded with your memorandum of January 17, 1961.

/S/ George C. Selfridge

(HB)

SPHolt/gla
3-28-61
cc to: Director's Reading File
Review Committee
Docket

P. S. Apparently the Operator was in default of the contract, as no work was performed on or before the starting date, November 11, 1960. Consequently, an amendment will be required before any work can be paid for by the Government. Unless work has actually been started under the contract, we will have to give notice in accordance with Articles 7(b) and 8 of the contract.

43683

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED OCT 5 1960

DATE	INITIALS	CODE
10-5	gad	120
	Ed	800
10/6	Hart	500

October 3, 1960

Mr. Wm. R. Noack
5173 Earl Drive
La Canada, California

Re: Docket No. OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California
Contract No. OME-2122

Dear Mr. Noack:

Enclosed is the operator's copy of the subject contract signed by the Acting Director of OME for the Government.

The interest rate of 5-3/4 percent mentioned in Article 1(c) accrues from the dates on which the individual payments are made by the Government and like the principal is repayable from royalty on production.

For your use in reporting progress and expenditures, we also enclose a three months supply of Forms MME 60 and 61. Your attention is directed to Article 5 (b)(3) of the contract regarding a narrative report of the work performed. This narrative is to be submitted with the monthly progress reports.

We will assist you in the preparation of your first month's reports if such assistance will be helpful to you.

Very truly yours,

GLENN G. GENTRY
Acting Field Officer, OME
Region II

Attachments

cc: Chief, Division of Field Operations, OME, Washington, D. C.

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
9/28	Holt	500
	Brownell	500
	Fisher	800
9/29	[illegible]	130
"	[illegible]	110
9-29	gad	220
		500

SEP 29 1960

Memorandum

To: Acting Field Officer, Region I

From: Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Moeck
Loretto Mine
Inyo County, California
Contract 2122

Enclosed are the Operator's and Field Office's copies of the subject contract, signed by the Acting Director for the Government.

As suggested in the Operator's letter of September 21, 1960, forwarded with your memorandum of September 22, the starting date of November 14, 1960, has been inserted. The interest rate, 5-3/4 percent, also has been added.

If the contract, as now executed, meets with your approval, please forward the Operator's copy to him, and retain the Field Office's copy. An extra copy, not executed, is also enclosed for your use.

? F.O. has [illegible] approval [illegible]

Please advise the Operator that the interest rate mentioned in Article 1(c) accrues from the dates on which the individual payments are made by the Government and like the principal is repayable from royalty on production.

/s/ George C. Selfridge (245)

Enclosures

SPHolt/gla
9-28-60
cc to: Director's Reading File
Review Committee
Docket
Chron

43683

MME Form 7
(10-58)

OFFICE OF MINERALS EXPLORATION
DEPARTMENT OF THE INTERIOR
WASHINGTON 25, D. C.

X

14X0108, S&E, OME, Interior

OFFICIAL FILE COPY

Date	Surname	Code
9/27	Holt	500
	Griswold	500
	Helen	800
9/27	GCS	130
"	Johnson	110
9-27	gad	220
		500

SEP 27 1960

TO: GLENN G. GENTRY
ACTING FIELD OFFICER
OME REGION II
420 CUSTOM HOUSE
555 BATTERY STREET
SAN FRANCISCO, CALIFORNIA

I-MME

RE OME-6092 WILLIAM R. NOACK CONTRACT HAS BEEN SIGNED BY GOVERNMENT AND COPIES BEING DISTRIBUTED. YOU MAY ADVISE NOACK ACCORDINGLY.

/s/ George C. Selfridge (SHS)

GEORGE C. SELFRIDGE
CHIEF, DIVISION OF FIELD OPERATIONS

SPHOLT/gla
9-27-60
cc to: Director's Reading File
Review Committee
Docket
Chron
Confirmation to Region II

1 1

W. R. Griswold, Chief
Division of Minerals

RE 7-1820X2971

September 27, 1960 12:45 p.m

43683

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

OFFICIAL FILE COPY
O M E
RECEIVED SEP 26 1960

DATE	INIT	CODE
9-26	gad	VVO
9.26	Hoet	500

September 22, 1960

Air Mail

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: Docket No. OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California

Pursuant to your letter of September 14, 1960, we are herewith returning the original and four copies of the proposed contract for the Loretto mine project signed by Mr. Noack, for execution by the Acting Director for the Government.

We also enclose a copy of letter from Mr. Noack dated September 21, 1960 in which he accepts the contract and suggests the starting date of November 14, 1960. The starting date is agreeable to this office.

Glenn G. Gentry

GLENN G. GENTRY

Attachments

Copy to: OME File, Region II

WILLIAM R. NOACK

5173 EARL DRIVE • LA CAMADA, CALIFORNIA

OFFICIAL FILE COPY
O. M. E.
RECEIVED SEP 26 1960
DATE | INITIALS | CODE

September 21, 1960

U. S. Dept. of the Interior
Office of Minerals Exploration
555 Battery Street
San Francisco, 11, California

Re: ~~Docket No. OME 6092 (Copper)~~
William R. Noack
Loretto Mine
Inyo County, California

Attention: Mr. Glenn O. Gentry

Gentlemen:

Returned herewith are the original and four copies of the proposed contract for the Loretto Mine project, all signed by myself.

The proposed contract meets with my approval and I want to thank you and your staff for your kind cooperation in its preparation.

As soon as I receive the approved contract, I will order the timber and other equipment needed, and estimate it will take 30 to 60 days to have this material delivered to the mine. Therefore, for a starting date I would suggest between 45 and 60 days from the time that I am notified that this contract is approved. I should think that November 14, 1960 would be a satisfactory date and I should be in a position to rapidly pursue the completion, assuming I am notified of the approval of this contract by October 1st.

Very truly yours,

William R. Noack

W. R. Noack

WRN:He
Encl.

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
9/13	Hoff	500
	Hriemoski	500
9/13	Talbert	800
9/14	Selfridge	130
"	Johnson	120
9-14	gad	220
		500
9/14	Cae	210

SEP 14 1960

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California

Enclosed are the original and four copies of a proposed contract for the Loretto Mine project. The contract consists of MME Form 51, Lien and Subordination Agreements (one page), Annex I (one page), Exhibit A (two pages), and three maps. No copies are signed by the Acting Director.

If the proposed contract meets with your approval, please present it to the Applicant for signature. Otherwise, if any proposed changes lie beyond your delegated authority, please return all copies, unsigned, with your comments.

When it is signed by the Applicant, please return all copies to this office for the insertion of the starting date (one agreeable to you and the Applicant) and the interest rate. The contract will then be signed by the Acting Director for the Government and the Operator's and Field Office's copies returned to you.

/s/ George C. Selfridge

(242)

Enclosures

P.S. If the contract is returned to this office before September 30, the interest rate will be 5-3/4 percent.

FMMurphy/gla
9-13-60

cc to: Director's Reading File
Review Committee
Docket
Chron

43683

Re: OME-6092

Mr. Selfridge:

The name "Elizabeth" at bottom of 1st page of contract should be "Elizabeth", also at bottom of Annex I.

Talbert 9/13/60

Corrections made

Done.

Add P.S. If the contract is returned to this office before Regulation 50 the rate will be 5-3/4 per crab.

DMEA FORM 6 REFERENCE SLIP

REV. 12- DEFENSE MINERALS EXPLORATION ADMIN TRATION

TO:	INITIALS	DATE
1. ~~Code 800~~		
2. ~~Asso. Solicitor, Rm. 6042~~		
3. Mr. Holt, Room 4455		
4.		
5.		
FROM: W. R. Griswold		9/2/60

INTERIOR DEPT.
SEP 7 - 1960
SOLICITOR

RECEIVED
SEP 7 1960
ASSOC. SOLICITOR
MINERAL RESOURCES

FOR: Check items for action desired

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

REMARKS:

OME-6092 Noack, William R.

Proposed contract to be written in accordance with attached draft. Original and 2 copies Lien and Subordination Agreements forwarded for inclusion with the contract.

Maps, Figs. 1, 2, and 3 being photostated, will be attached by Division of Minerals

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
9-6	gad	220
"	Hall	500

SEP 6 1960

Memorandum

To: W. R. Griswold, Chief
Division of Minerals

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

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California

With his May 20 application for financial assistance in a project estimated to cost $47,020, the subject applicant submitted, as evidence of efforts to obtain credit from private sources, copies of his April 28 letters to and replies dated May 2 and May 4, respectively, from the Citizens National Bank and the Bank of Encino, both of Los Angeles, California. The requests for a $25,200 loan were declined because of the speculative and long term nature of the required loan.

Under date of August 22 the applicant inquired of the same two banks "as to the terms and conditions upon which you would consider making such an exploration loan" in the amount of $14,800, which is one-half of the estimated cost under the proposed exploration project contract. Under date of August 22 both banks again declined the requested loans. This correspondence fully meets the requirements of section 1(a) of the application form.

On the basis of the foregoing correspondence, it appears that the applicant is financially eligible for federal assistance in the proposed exploration project.

Attachment

EDTalbert/ama
September 6, 1960

Copy to: Docket
Director's Reading File
Mr. Talbert

43683

DRAFT
9/2/60
SPHolt/gla

MME Form 51
Feb. 1959

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Docket copy

EXPLORATION CONTRACT
(Short Form)

Docket No.	Commodity	Contract No.	County	State
OME -6092	Copper	14-23-090-	Inyo	California

It is agreed _____ (Date), between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and

William R. Noack

_____,

whose mailing address is **5173 Earl Drive, La Canada, California**, hereinafter called the "Operator," as follows:

ARTICLE I. Authority and scope.--(a) This contract, entered into under the authority of Public Law 701, 85th Cong., 2d sess. (72 Stat. 700; 30 U.S.C. § 641 - 646), consists of this form, the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed. The work is a search for new or unexplored deposits of the commodity designated above. The Operator shall begin the work on or before _____ (Date), and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within 9 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 work is $29,600.00 The Government will contribute 50 percent of the total fixed unit costs of the work performed, not in excess of $14,800.00 in accordance with the provisions of Articles 4 and 5.

(c) Interest computation.--Simple interest computed annually at the rate of _____ percent shall accrue from the dates Federal funds are made available until the period specified for payment of royalty expires, or until the amount of Federal funds contributed is fully repaid with interest.

(d) 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 rights in land.--(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 right 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:

Mortgage of C. W. Rodecker

(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 Lien Agreement of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached as follows:

Lien and Subordination Agreements signed by William R. and Elizabeth Helene Noack, and C. W. and Marjorie R. Rodecker

(c) The Operator shall preserve and maintain his right, title, or 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 royalty on production and liens for the payment thereof. Two true 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, in a workmanlike manner in accordance with good mining standards, and in compliance with State laws 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 production operations during the period that royalty is payable to the Government. 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. Until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been received, the Government may withhold such sums as are necessary to protect its interests. To the extent that amounts in excess of fixed unit costs or in excess of the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such amounts 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) Monthly reports.--The Operator shall provide the Government with five copies of monthly reports in three sections as follows:

(1) Operator's Monthly Voucher claiming costs for work performed;

(2) Operator's Progress Report showing the number of units of the various types of work performed; 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 monthly report). 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 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 the Government determines that 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 preparation or completion of same 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 mineral or metal production from the land covered by the contract may be possible as a result of the exploration work, it shall so certify in writing to the Operator at any time not later than six months after a sufficient final report and final accounting (see Article 5) have been furnished.

(b) Royalty on production.--The Operator, whether or not the producer (for example, if the Operator either transfers or does not retain his interest in the land), shall pay to the Government a royalty on all minerals and metals mined or produced from the land as follows:

(1) irrespective of any certification of possible production--from the date of the contract until the lapse of the time within which the Government may issue such certification or until the total net amount contributed by the Government is fully repaid with interest, whichever occurs first; or

(2) if the Government issues a certification of possible production--for a period of ten years from the date of the contract or until the total net amount contributed by the Government is fully repaid with interest, whichever occurs first.

(c) Payment of royalty.--(1) The Government's royalty shall be five percent of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrate, 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 (such as treatment processes performed by the buyer, sampling and assaying to determine the value of the production sold, and freight payable 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. No costs of the Operator are deductible in arriving at the "gross proceeds" as that term is here used.

The term "treatment processes" 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.

(2) 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.

(d) Unsold production.--If any production (ore, concentrate, 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, concentrate, 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) Lien for payment.--To secure the payment of royalty (see Article 6(b)), the Operator hereby grants to the Government a lien upon his interest in the land and upon any production of minerals and metals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

(f) 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 Government, and this estimate shall be final and binding upon the Operator.

(g) No obligation to produce.--Nothing in this contract shall be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

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

ARTICLE 7. Termination of the Government's Obligations.--(a) If the Government determines that operations at any time have failed to achieve anticipated results and further work is not justified, the Government may give the Operator written notice thereof, and thereupon:

(1) the Government shall be free of all obligation to pay on account of units of work not then performed; and

(2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to final accounting and reporting.

(b) If the Government determines that the Operator is 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:

(1) the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and

(2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to final accounting and reporting.

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 royalty and liens to secure the payment thereof, and such rights shall be fully preserved.

(d) The determinations of the Government are subject to appeal under Article 11.

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

ARTICLE 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. Nondiscrimination.--In connection with the performance of work under this contract, the Operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Government setting forth the provisions of the nondiscrimination clause.

The Operator further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

ARTICLE 11. Disputes.--Any dispute arising under this contract which is not disposed of by agreement shall be decided by the Director, Office of Minerals Exploration, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Operator. The decision of the Director, Office of Minerals Exploration, shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Operator mails or otherwise furnishes to the Director, Office of Minerals Exploration, a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

The term "Director, Office of Minerals Exploration," as used herein includes his duly authorized representative.

ARTICLE 12. Eight-Hour Law of 1912--Overtime compensation.--This contract, to the extent that it is of a character specified in the Eight-Hour Law of 1912, as amended (40 U. S. Code 324—326) and is not covered by the Walsh-Healey Public Contracts Act (41 U. S. Code 35—45), is subject to the following provisions and exceptions of said Eight-Hour Law of 1912, as amended, and to all other provisions and exceptions of said Law:

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Operator or any independent contractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every laborer and mechanic employed by the Operator or any independent contractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day; and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause, and all penalties thus imposed shall be withheld for the use and benefit of the Government.

ARTICLE 13. Copeland (Anti-Kickback) Act--Nonrebate of wages.--The regulations of the Secretary of Labor applicable to contractors and subcontractors (29 CFR, Part 3), made pursuant to the Copeland Act, as amended (40 U. S. C. 276c) and to aid in the enforcement of the Anti-Kickback Act (18 U. S. C. 874) are made a part of this contract by reference. The Operator will comply with these regulations and any amendments or modifications thereof and will be responsible for the submission of affidavits required of independent contractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

ARTICLE 14. Changes and added provisions.--

Executed in quintuplicate the day and year first above written.

(Operator)

By William R. Noack

Title

THE UNITED STATES OF AMERICA

By

Acting Director, Office of Minerals Exploration

I, _____ (Name), certify that I am the _____ secretary of the corporation named as Operator herein; that _____ (Name), who signed this contract on behalf of the Operator, was then _____ (Title) 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]

INT.-DUP. SEC., WASH., D.C. 52375

DRAFT
9/2/60
SPHolt/gla

EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

ANNEX I

The land, including all rights pertaining thereto, referred to in Article 2 of the contract, is outlined in red color on the map, Figure 1, entitled, "Plat of the Claim of Loretto Copper Mining Company," attached to and made part of the contract.

The land comprises five (5) patented lode mining claims, situated in secs. 16, 17, 20, and 21, T. 8 S., R. 37 E., Mount Diablo Base and Meridian, Big Pine Mining District, Inyo County, California, as follows:

Name of Claim	Mineral Survey No.
Neptune	5553
Neptune No. 2	5553
Neptune No. 5	5553
Marlborough	5553
Marlborough No. 3	5553

The Operator owns, subject to a mortgage held by C. W. Rodecker, all of the above claims. Lien and Subordination Agreements signed by William R. Noack, Elizabeth Helene Noack, C. W. Rodecker and Marjorie R. Rodecker are attached to and made part of the contract.

DRAFT
9/2/60
SPHolt/gla

EXPLORATION CONTRACT
WILLIAM R. NOACK
OME-6092

EXHIBIT A

The maps attached to and made part of the contract are as follows:

Figure 1. Plate of the Claim of Loretto Copper Mining Company.

Figure 2. Plan Assay Map Loretto Mine Inyo County, Calif. Docket No. OME-6092.

Figure 3. Loretto Mine Inyo County-Calif. Longitundinal Section Looking North.

The objective of the project is to explore for copper on the Loretto Mine Group of claims by means of shaft rehabilitation followed by drifting and crosscutting on the 300-foot level of the Loretto mine.

General Conditions

Crosscuts and drifts shall be not less than 5 by 7 feet in cross section in the clear of timber and shall be timbered as necessary, using standard drift sets of not less than 8" by 8" timber, or equivalent round timber.

All significantly mineralized areas encountered in the drifting and crosscutting shall be sampled normal to their trends, at linear intervals of not greater than ten feet, and the samples assayed for copper, gold, and silver. No sample shall represent a cut length greater than five feet. All samples to be assayed shall first be split and one-half be made available to the Government. Sample results and locations shall be accurately shown on monthly progress maps provided to the Government.

No drifting or crosscutting shall be done at distances less than 100 feet from property boundaries.

Description of the Work

Rehabilitate the Loretto shaft from surface to 300-foot level, including installation of hoist, shaft headframe and collar set, and whatever work is necessary to complete the job. Drift and crosscut from the 300-foot level of the shaft approximately as shown in red color on map, Figure 2, not to exceed 600 feet total length of drift and crosscuts. It is estimated that not more than 100 feet of drift or crosscut timbering will be required.

Estimated Costs

Fixed Unit Costs

Rehabilitate Loretto shaft, surface to 300-foot level, job	$ 8,000.00	
Drift and crosscut from the 300-foot level of the shaft, 600 feet @ $34.00/ft.	20,400.00	
Timber drift or crosscuts, 100 feet @ $7.00/ft.	700.00	
Assay 100 samples for copper, gold and silver, @ $5.00/sample	500.00	
Estimated Total Cost of the Project		$29,600.00
Government Participation @ 50%		$14,800.00

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED AUG 31 1960

DATE	INITIALS	COL
8-31	gad	VNO. 500

August 29, 1960

Air Mail

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D.C.

From: Acting Field Officer, OME, Region II

Subject: Docket No. OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California

Pursuant to your letter of August 12, 1960 relative to the cited application; we enclose the following documents signed by Mr. Noack:

1) Original and copy of letter of acceptance of an exploration contract (if approved) in the amount of $29,600.00.

2) Letters dated August 22, 1960 from the applicant to the Bank of Encino, 17031 Ventura Blvd., Encino, California, requesting a loan of $14,800.00 and copies of a reply from the Bank.

3) Letters dated August 22, 1960 from the applicant to the Citizens National Bank, 6720 Hollywood Blvd., Hollywood, California, requesting a loan of $14,800.00 and copies of a reply from the Bank.

Glenn G. Gentry

GLENN G. GENTRY

Attachments

Copy to: OME File, Region II

(Enclosures filed left-hand side of docket)

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED AUG 23 1960

DATE	INITIALS	CODE
8-23	gad	220
		500
August 22, 1960		

Air Mail

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: Docket No. OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California

Reference is made to your letter of August 12, 1960 relative to the subject application.

Enclosed herewith is a copy of my letter to Mr. Noack on August 19, 1960 advising him of suggested changes in costs.

Via telephone at 9:30 A.M. today, Mr. Noack advised that he would agree to the proposal and costs as outlined in my letter.

Mr. Noack will reapply to the two banks for an exploration loan and will forward such pertinent documents to this office.

I believe the rehabilitation of the shaft to the 300 foot level and drifting and cross cutting from that level will be an adequate exploration project. An adit about 1,000 feet in length would be required to explore the same area and would entail additional expense of new road construction and adit timbering.

Glenn G. Gentry

GLENN G. GENTRY

Attachment

Copy to: OME File, Region II

OFFICIAL FILE COPY
O. M. E.
RECEIVED AUG 23 1960

DATE	INIT.	

555 Battery Street
San Francisco 11, California

August 19, 1960

Air Mail

Mr. Wm. R. Monck
5173 Earl Drive
La Canada, California

Re: Docket No. OME-6092 (Copper)
Loretto Mine
Inyo County, California

Dear Mr. Monck:

We have today, received a reply from the Washington D. C. Office of OME relative to your application for assistance in the exploration of the Loretto mine. Some changes in the proposed work and request for additional information are submitted for your consideration:

1) OME considers the cost of shaft rehabilitation is out of proportion to the cost of exploration to be performed from the rehabilitated shaft.

(1a) Two alternate suggestions are offered for consideration: (An adit drift, if not too long, with cross cuts therefrom to explore the mineralized zone, if a site could be selected to obtain approximately the same backs as the proposed drift from the 300 level of the shaft.) (If such an adit is not feasible, we might consider a contract to include 50 percent, or $8,000.00, of the shaft rehabilitation as properly chargeable to the exploration, with the drifting, cross cutting, timbering and assaying as outlined in the proposal.

Apparently, if you agree to the shaft proposal, the contract, if approved, would be about as follows:

Item	Allowable Maximum	Govt's Share
Rehabilitation of the Loretto shaft from surface to 300 feet level, including installation of hoist, shaft headframe and shaft collar set, complete job	$8,000.00	$4,000.00

Item	Allowable Maximum	Govt's Share
Drifting and cross cutting from the 300 foot level of the shaft: 600 feet @ $34.00/ft.	$20,400.00	$10,200.00
Timbering: 100 feet of drifts or cross cuts @ $7.00/ft.	$700.00	$350.00
100 samples to be assayed for Au-Ag-Cu @ $5.00/ea.	$500.00	$250.00
	$29,600.00	$14,800.00

An alternate proposal might be a long adit from a point in the gulch west of the shaft. However, the question would be: the length of adit necessary to obtain a depth of about 100 feet below the No. 3 adit level and the costs of such new work.

If one of the above plans are acceptable, additional financial data will be required before we can complete processing the application:

You should reapply to the two banks for the exploration loan, in the approximate amount of one-half of the cost of the exploration program, providing them with a recent financial statement showing your assets and liabilities, and requesting them to advise you as to the terms and conditions upon which they might be willing to grant the loan in question. Copies of the requests to the banks and their replies should be forwarded to this office.

All of the above should not be construed by you as any assurance that the Government will pass favorably on your application for assistance in the proposed exploration project.

I will be glad to discuss these matters in greater detail with you at your convenience. However, I will leave my office probably by Noon on Monday, August 22, and will be in the Field until about Tuesday, August 30, 1960.

I expect to be at the Travel Lodge Motel in Paso Robles, California from August 22 - 25, inclusive, and will bring the Docket File with me in the event you want to meet me in Paso Robles.

I shall appreciate hearing from you and having your thoughts of these problems.

Very truly yours,

Glenn G. Gentry
Acting Field Officer, OME
Region II

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
8/11	Hoff	500
	Brownell	500
8/12	Talbert	800
8/12	On leave	130
"	Johnson	110
8/12	gad	220
		500

AUG 12 1960

Memorandum

To: Acting Field Officer, Region II

From: Acting Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California

We would not be able to approve the revised exploration program outlined in your application report of August 2, 1960, for the subject property, for the reason that the cost of shaft rehabilitation, $16,000 including the collar and headframe, is too far out of proportion to the cost of $21,600 for exploration to be performed from the rehabilitated shaft.

We might consider an adit drift, if not too long, with crosscuts therefrom to explore the mineralized zone, if a site could be selected to obtain approximately the same backs as the proposed drift from the 300 level of the shaft. The cross section (Figure 4) with your report is not sufficiently extensive to show the possibility of an adit with the same elevation as the proposed drift from the shaft, but it does indicate the possibility of an adit some 85 feet higher, which still should be adequate, with an average back of some 300 feet.

If such an adit is not feasible, we might consider a contract to include 50 percent, or $8,000, of the shaft rehabilitation as properly chargeable to exploration, with the drifting, crosscutting, timbering and assaying outlined in your application report, and the other work as now proposed.

If you and the Applicant can agree on either of the proposals suggested above, the Applicant should be informed that before we can complete processing the application we will need additional information as to financial eligibility.

It is suggested that he reapply to the two banks for the exploration loan, in the approximate amount of one-half the cost of the exploration program, providing them with a recent financial statement showing his assets and liabilities, and requesting them

to advise him as to the terms and conditions upon which they might be willing to grant the loan in question. Copies of the requests to the banks and their replies should then be forwarded to this office. We have received the financial statement forwarded with your application report.

The above should not be construed by the Applicant as any assurance that the Government will pass favorably on his application for assistance in the proposed exploration project.

/S/ W. R. Griswold

SPHolt/gla
8-11-60
cc to: Director's Reading File
Review Committee
Docket
Chron

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
8/11	Holt	500
	Memo	500
		800
		130
		110
		220
		500

Memorandum

To: Acting Field Officer, Region II

From: Acting Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California

We would not be able to approve the revised exploration program outlined in your application report of August 2, 1960, for the subject property, for the reason that the cost of shaft rehabilitation, $16,000 including the collar and headframe, is too far out of proportion to the cost of $21,600 for exploration to be performed from the rehabilitated shaft.

We might consider an adit drift, if not too long, with crosscuts therefrom to explore the mineralized zone, if a site could be selected to obtain approximately the same backs as the proposed drift from the 300 level of the shaft. The cross section (Figure 4) with your report is not sufficiently extensive to show the possibility of an adit with the same elevation as the proposed drift from the shaft, but it does indicate the possibility of an adit some 85 feet higher, which still should be adequate, with an average back of some 300 feet.

If such an adit is not feasible, we might consider a contract to include 50 percent, or $8,000, of the shaft rehabilitation as properly chargeable to exploration, with the drifting, crosscutting, timbering and assaying outlined in your application report, and the other work as now proposed.

If you and the Applicant can agree on either of the proposals suggested above, the Applicant should be informed that before we can complete processing the application we will need additional information as to financial eligibility, ~~because the correspondence with the banks does not fully conform to the requirements of Item (a) of the application form.~~

~~He should, therefore,~~ reapply to the two banks for the exploration loan, in the approximate amount ~~of~~ of one-half cost of the the revised exploration program, providing them with a recent financial statement showing his assets and liabilities, and requesting them to advise him as to the

43683

terms and conditions upon which they might be willing to grant the loan in question. Copies of the requests to the banks and their replies should then be forwarded to this office. We have received the financial statement forwarded with your application report.

The above should not be construed by the Applicant as any assurance that the Government will pass favorably on his application for assistance in the proposed exploration project.

SPHolt/gla
8-11-60
cc to: Director's Reading File
Review Committee
Docket
Chron

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
8/11	Holt	300
	Griswold	500
8/11	Talbot	800
8/11	Absent	130
		110
		220
		500

Memorandum

To: Acting Field Officer, Region II

From: ACTING Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California

We would not be able to approve the revised exploration program outlined in your application report of August 2, 1960, for the subject property, for the reason that the cost of shaft rehabilitation, $16,000 including the collar and headframe, is too far out of proportion to the cost of exploration, $21,600, to be performed from the rehabilitated shaft.

We would consider a program to include drifting and crosscutting about as outlined in your suggestion if the Applicant did the shaft rehabilitation at his own expense. Or we might consider an adit drift, if not too long, with crosscuts therefrom to explore the mineralized zone, if a site could be selected to obtain approximately the same backs as the proposed drift on the 300 level of the shaft.

The cross section (Figure 4) with your report is not sufficiently extensive to show the possibility of an adit with the same elevation as the proposed drift from the shaft, but it does indicate the possibility of an adit some 85 feet higher, which still should be adequate, with an average back of some 300 feet.

/S/ W. R. Griswold

(SHS)

SPHolt/kb - August 10, 1960
cc to: Director's reading file
Review Committee
Code 500
Docket
Chron.

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
7/29	[illegible]	500
7/29	Holt on leave	500
7/29	Talbot	800
		130
		110
		220
		500

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California

application report of August 2,

We would not be able to approve the revised exploration program outlined in your ~~memorandum of July 26~~, 1960, for the subject property, for the reason that the cost of shaft rehabilitation, $16,000.00 including the collar and headframe, is too far out of proportion to the cost of exploration, $21,600.00, to be performed from the rehabilitated shaft.

We would consider a program to include drifting and crosscutting about as outlined in your suggestion if the Applicant did the shaft rehabilitation at his own expense. Or we might consider an adit drift, if not too long, with crosscuts therefrom to explore the mineralized zone, if a site could be selected to obtain approximately the same backs as the proposed drift on the 300 level of the shaft. The cross section (Figure 4) with your report is not equivalent enough to show the possibility of an adit with the same elevation as the proposed drift from the shaft. [illegible] which would [illegible] built on a [illegible] headframe [illegible]

SPHolt/gla
7-29-60
cc to: Director's Reading File
Review Committee
Docket
Chron

bik

43683

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED AUG 4 1960

DATE	INITIALS	CODE
8-4	gad	NVO
		~~130~~
8/5	J.P.H.	500
August 2, 1960		

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: Docket No. OME-6092 (Copper)
Wm. R. Noack
Loretto Mine
Inyo County, California

Enclosed are three copies of an application report on the subject property by Glenn G. Gentry, Acting Field Officer, OME, Region II, which recommends that an OME exploration contract be approved.

The proposed exploration and estimated costs were discussed with the applicant. The program is agreeable to Mr. Noack and he understands said proposal is prepared solely for appropriate action by the Washington Office of OME and does not constitute committment of OME in any way.

Glenn G. Gentry

Glenn G. Gentry

Attachments

Copy to: OME File

On-site Examination Report

OFFICIAL FILE COPY
O. M. E
RECEIVED AUG 4 1960

DATE	INITIALS	CODE
8-4	gad	VVO
		130
8-4	S.P.H.	500

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

OFFICE OF MINERALS EXPLORATION

REPORT OF EXAMINATION BY ACTING FIELD OFFICER
REGION II

APPLICATION REPORT

OME-6092 (Copper)
Wm. R. Noack
Loretto Mine
Inyo County, California

by

Glenn G. Gentry
Acting Field Officer, OME,
Region II

August 2, 1960

CONTENTS

		Page
Introduction		1
Summary		1
Recommendations		1
Location, Accessibility and Local Facilities		2
Property		2
History and Production	2	
Ownership	3	
Financial Eligibility	3	
Development	3	
Geology		4
Geologic Setting	4	
Ore Deposits	5	
Sampling	6	
Ore Reserves	5	
Exploration		7
Applicants Proposal	7	
Examiners Proposal	7- 8	
Cost Estimate	9-10	

ILLUSTRATIONS

Figure 1 ..... Claim Map

2 ..... Plan-Assay Map

3 ..... Plan-Surface Samples

4 ..... Longitudinal Section

INTRODUCTION

Mr. William R. Noack, 5173 Earl Drive, La Canada, California, applied to the Office of Minerals Exploration, for Government assistance to explore for copper ores at the Loretto Mine, in the Big Pine Mining District of Inyo County, California.

The applicant wishes to explore the deposit to determine if sufficient reserves can be assured to justify construction of a leaching plant and mining operations.

A field examination was requested by the Division of Field Operations and was made by Glenn G. Gentry, Acting Field Officer, OME, Region II, on June 28 - 30, 1960, accompanied by Mr. Wm. R. Noack and his representative Mr. Morris Albertoli.

SUMMARY

The deposit consists of oxidized copper ores sporadically distributed within a brecciated zone of granitic porphyry.

Reserves are estimated to total about 80,000 tons (from surface to the 300 ft. level of the shaft) averaging 3 per cent copper.

On June 14, 1960, by letter, the applicant submitted a revised proposal to explore the deposit by rehabilitating the old shaft, from surface to the 300 foot level, and from that level to drift and cross cut 950 feet.

The deposit can be effectively explored by the shaft rehabilitation and 600 feet of drifting and cross cutting.

CONCLUSIONS AND RECOMMENDATIONS

I recommend the Government enter into an OME Contract with Mr. Wm. R. Noack, to provide 50 per cent of the costs of a program consisting of:

300 feet of shaft rehabilitation.
400 feet of drifting.
200 feet of cross cutting.

The total cost is estimated to be about $37,600.00 of which the Government's share at 50 per cent would be $18,800.00. 9 months time will be required to complete the contract. To facilitate administration of the contract, the work should be based on footage or unit costs.

LOCATION, ACCESSIBILITY AND LOCAL FACILITIES

The Loretto Mine is located on the east flank of the Inyo Mountains, near the crest of a mountain spur and at elevations varying from 5,200 - 5,700 feet.

It is in Sec. 16, T. 8N, R. 37E, MDB&M, Big Pine Mining District of Inyo County, California, about one mile west of Eureka Valley and about 12 miles west of the north end of Death Valley.

The mine is 28.5 miles east of Big Pine, California and is reached from that town by traveling easterly 2.8 miles on the all weather Westgard Pass road, thence turn right, south-easterly, and follow the Saline Valley road (the first 17 miles is oiled) for 24.8 miles, then turn right and follow the mine access road for 0.9 miles. This access road has steep grades, hairpin turns and loose surfacing. Except for occasional moderate snow storms and rains during the winter months resulting in possibly short periods of transportation delays, year round operation is considered feasible. The mine shaft area is accessible by passenger car in about one hour's time from Big Pine.

Experienced mine labor is usually available in Bishop, the wage scale being about $2.50 per hour. Most of the necessary mining equipment and supplies can be purchased in Bishop, other towns in that general area or in Los Angeles. There is no timber or water on the mine property. Water is usually hauled by tank truck from Big Pine. Power would be furnished by gasoline and/or diesel driven engines. Mail, telephone, and trucking services are available in Big Pine. The nearest railroad siding is at Laws, California, on the Southern Pacific Railroad approximately 2 miles east of Bishop.

There are no facilities in the area for the milling of or purchase of oxidized copper ores, though the installation of such a plant is contemplated by the applicant if the development of the property disclosed sufficient ore of economic grade.

PROPERTY

History and Production

Evidently the Loretto quartz outcrop was discovered prior to 1885 and during that year it was further explored by Mr. Angus George McAfee. The first location notice was filed on the Neptune Claim on January 2, 1897. For the next ten years, Mr. McAfee and his partner William Eva worked at intervals on the claim and several hundred tons of ore were stockpiled.

The mining claims were purchased on October 19, 1906 by Mr. R. C. Moore for an estimated $30,000.00, and on this date were resold to Mr. W. P. Jenney for $44,000.00.

The claims were purchased by Mr. Charles M. Schwab on April 24, 1907 who continued development work until 1915 when work was stopped because of the outbreak of World War One.

The property has been idle since 1915.

Ownership

Apparently various groups of people or mining companies attempted to obtain possession of the property after 1922 and until the end of World War Two but were unable to obtain a clear title.

The U. S. Department of the Interior, on December 22, 1922, granted patents to the Loretto Copper Mining Company on the following claims: Neptune, Neptune Nos. 2 and 5; Marlborough and Marlborough No. 3, located in the Big Pine mining district of Inyo County, California and particularly in Sec. 16, T. 8S, R. 37E, MDB&M. Small portions of Marlborough No. 3 claim extending to the southwest, overlap into Secs. 17, 20, 21 of T. 8S, R. 37E. The balance of Sec. 16 is owned in fee by the applicant. (Refer to copy of Mineral Survey No. 5553, May 16 - 18, 1921, attached to this report.)

After World War Two Mr. C. W. Rodecker became interested in the mine and on June 28, 1954 he was granted a "Decree Quieting Title" by the Courts of Inyo County, California.

These claims are reported to be owned in fee by Mr. Wm. R. Noack and his wife, subject to a $40,000.00 mortgage payable to C. W. Rodecker of 1404 North Central Avenue, Glendale, California. This mortgage is recorded in Volume 138, Page 129 of Official Records of the County of Inyo, State of California. The applicant has submitted a Lien and Subordination agreement signed by all parties concerned. Title is guaranteed by the Title Insurance and Trust Company of Los Angeles, California.

Financial Eligibility

The applicant has submitted evidence of unsuccessful efforts made to obtain a loan for exploration purposes from two sources: Citizens National Bank, Hollywood McCaddin Branch, Los Angeles, California and Bank of Encino, 17031 Ventura Blvd., Encino, California. The applicant further states "My share of the exploration costs will be furnished in cash, for usage and maintenance of equipment, purchases of powder, track, pipe and miscellaneous supplies, supervision and transportation."

Attached hereto are copies of a recent financial statement by the applicant, showing his assets, liabilities and net worth.

Development

The mine is developed by a two compartment, vertical shaft reported to be 1800 feet deep. Though the shaft is presently inaccessible, old reports and maps indicate about three thousand feet of drifting and cross cutting were done on six levels. Surface development presently accessible comprises about 1150 feet of cross cut adits.

The ground in the surface adits stands well and very little timber support is necessary. Mining of ore was conducted in only one of the surface adits, namely No. 2, from which leasers produced and shipped 4 carloads; 204.718 dry tons of ore during parts of 1956 and 1957. The total gross value of the ore was $3,744.75. The analyses of these shipments are reported: 18.29/ton

Shipper	Date	Car No.	Buyer	Plant Lot No.	Tons Dry Wt.	% Cu.	ozs/T Au.	ozs/T Ag.
C.W.Rodecker	10/19/56	UP-60031	AS&R Co.	3217	50.152	4.755	0.04	1.175
Great Western Copper Co.	3/10/57	SP-362890	"	662	51.275	2.89	0.065	1.25
"	3/18/57	SP-365758	"	746	51.610	2.865	0.1175	1.875
"	3/27/57	SP-364122	"	845	51.681	2.42	0.085	1.95

The above examiner's sample No. 17 was taken from the general area from which the above production came and sample No. 10 was from a small tonnage of ore remaining in the ore bin. It is possible the original operators were seeking high grade gold ores, especially in Adit No. 3 which varies in width from 2.8 feet to 3.5 feet and averages about 5'-10" in height. The accessible mine workings are all dry though old reports indicate water was encountered at the bottom of the Loretto shaft.

Surface installations consist of one small frame building formerly the hoist house and one small ore bin adjacent to the portal of No. 2 Adit.

The applicant intends to provide equipment and supplies adequate for the exploration project.

The proposed exploration will be done on the Neptune Claim though all claims (refer to figure 1) will be subject to Royalty provisions of the contract.

GEOLOGY

Geologic Setting

The copper mineralized area of the Loretto Mine occurs principally within a brecciated fault zone intersecting granitic type rocks and is apparently controlled by major north 60° - 65°E faulting having a generally vertical dip. Significant vertical and horizontal movement has occured along these faults. Minor faulting in general strikes N35°-60°W, dips vertically. Foot wall and hanging wall rocks appear to be a dark colored, biotite rich granite. The mineralized porphyritic granite is light gray to tan colored and on the surface is somewhat rhyolitic in texture. Mineralization can be traced on the surface for well

over 1500 feet. However the mineralized area considered for exploration is approximately 400 feet long x 75 feet wide on the surface, is disclosed for a width of 75 feet in Adit No. 2 and a width of 45 feet in Adit No. 3.

Malachite and chrysocolla are the most common minerals though a narrow veinlet of ore showing chalcopyrite and pyrite with some bornite was noted in Adit No. 3. The examiner's sample No. 19 was taken of this material.

The property was examined by Dr. W. D. Mateer, Geologist, during July and August 1954 and the geological section of his report to the owner, Mr. C. W. Rodecker, dated August 21, 1954, has been compared with the writer's conclusions.

Dr. Mateer examined the shaft from surface to about 225 feet below the collar and reports material improving slightly in grade with depth. Several of his samples indicating more than one per cent copper. However, the mine shaft was sunk on the north side of the main fault zone and too far north to be aligned with the zone of greatest copper enrichment.

Detailed maps and sample data of the various shaft levels were destroyed many years ago by a fire in Tonopah, Nevada. Therefore, we have no records to substantiate verbal reports from a few "old timers" regarding the size and grade of said vein underground. This type of information, after such a lapse of time, is usually unreliable.

In the part of the mineralized zone proposed to be explored by the OME project, minable ore shoots are inferred to occupy easterly striking, steeply dipping factures in brecciated granitic porphyry.

The ore shoots may comprise about one quarter (±) of the vein material over a strike length of 400 feet, a dip length of about 450 feet and widths totaling about 8 ft. - 10 ft.(±). From inspections and sampling the material is inferred to be an oxide-type ore.

Tonnage Resume

	Tons	ozs/T Au.	ozs/T Ag.	% Cu.
Measured	None			
Indicated	500	0.01	1.5	3.0 ±
Inferred	80,000	0.01	1.5	3.0 ±

An oxidized-type of copper ore indicates treatment by acid leaching process to be profitable. If sufficient tonnage of commercial grade ore is proven by the project, the applicant hopes to obtain financial endorsement and erect a treatment plant on a 40 acre tract of land which he owns about 3 miles east of Big Pine, California. Electric power and

water will be available at the site of the proposed plant.

Sampling

The following twenty three samples considered representative of the mineralized exposures were taken by the examiner. With the exception of sample No. 19, the material sampled is almost entirely oxidized.

Sample No.	Feet Width	Description	ozs/T Au.	Ag.	% Cu.
1	4.0	Vein in place. Bottom of Gulch. Est. 1000 ft. East of shaft.	tr	0.10	0.92
2	40.0	Trench and grab from crest of ore dump near collar of shaft. Est. 3000± tons in dump.	tr	0.05	0.56
3	11.0	Surface sample of iron stained gossan, silicified quartz - Cu. stained. 32 ft. west of HW #4.	0.005	0.35	1.22
4	4.0	Quartz on east side of HW of vein. E-W fractures in quartz. Silicified gossan.	0.010	0.60	1.15
5	4.0	No.3 Adit, iron stained qtz in buff colored granite, west wall of adit.	0.010	2.25	0.35
6	7.0	No. 3 Adit, NE wall, South of fault iron stained qutz, malachite, some hematite in granitic rock.	tr	1.60	4.65
7	30.0	Surface outcrop and blasted boulders, outcrop extends 15' on each side of sample. Covered with top soil.	0.010	1.85	3.18
8	56.0	Surface exposures of mineralization. 58 ft. west of No. 7.	0.030	1.40	3.52
9	14.0	Surface outcrop: silicified qutz. Cu. carbonate - 40' above #2 Adit.	0.025	1.20	2.88
10	Grab	From about 20 tons of ore remaining in ore bin near Portal of #2 Adit.	0.095	3.40	2.60
11	6.0	East wall of #1 Adit, 33'-39' from Portal.	0.015	1.95	0.25
12	5.0	West wall of #1 Adit, 26'-32' from Portal.	0.040	1.35	0.72
13	5.0	#2 Adit, face of west cross cut off Adit.	0.005	0.90	3.92

14	2.6	#2 Adit approx. 70' from Portal.	tr	0.50	2.14
15	4.0	#2 Adit across back, joins #14.	tr	0.90	2.47
16	2.5	East wall. #2 Adit, 30' NE of RS & stope.	0.015	1.00	0.38
17	4.0	#2 Adit, 10' up in Rs.	tr	0.75	3.22
18	3.5	Oxidized ore in leached granite. #2 Adit 10' back of face of East cross cut.	0.010	2.30	3.67
19	0.7	East wall of adit. Brassy sulphides. #3 Adit. 31' north of sample #6.	0.015	3.00	10.92
20	7.0	NE drift off cross cut. #3 Adit and 25' from cross cut.	0.015	2.10	0.18
21	3.0	#3 Adit, face of middle cross cut.	0.015	2.05	7.30
22	4.5	#3 Adit, cross cut east of main adit.	tr	0.70	1.60
23	6.0	#3 Adit, east wall, 20' north of sample #5.	0.005	0.20	0.42

EXPLORATION

Applicant's Proposal

Mr. Noack's original application of May 20, 1960 proposed 1,350 feet of underground exploration at a cost of $47,020.00, as follows:

1)	Cross cut from surface to vein	60 feet
2)	Drift on vein	800 feet
3)	Drive 7 x-cuts, each 70' from the drift	490 feet
		1350 feet

By letter of June 14, 1960, the applicant submitted a revised plan of exploration to cost $51,988.50:

1)	Rehabilitate the Loretto shaft from surface to the 300'level @ $63/ft.	$18,900.00
2)	Drifting on the vein, 600' @$34.83/ft.	20,898.00
3)	Cross cutting from the drift, 350' @ $34.83/ft.	12,190.50
		$51,988.50

Examiner's Proposal:

Examination of the mineralized areas indicated that diamond drilling would be of doubtful value because of limited core recovery from oxidized ores and drilling difficulties due to loss of water

occasioned by the fractured character of the rock.

Exploration from the No. 3 Adit would entail costly access road construction, enlargement of the adit and would at best develop limited tonnage.

In conference with the applicant, the program was revised to provide more suitable exploration of the geological target at less cost:

Item	Cost
Installation of hoist, shaft headframe and shaft collar set Complete job.	$1,000.00
Retimber and rehabilitate the shaft from the surface to the 300 ft. level @ $50/ft. ?	15,000.00
From the 300 ft. level of the shaft, drift N65° Easterly, 400 ft. @ $34/ft.	13,600.00
**From the drift, cross cut north and south, 200 ft. @$34/ft.	6,800.00
100 feet of drift and/or cross cuts to be timbered @ $7/ft.	700.00
*100 samples to be assayed for copper, gold, silver @ $5/ea.	500.00
	$37,600.00

*May be reduced to 50 samples.
**The location direction and extent of cross cutting are subject to Government approval.

Retimber and rehabilitate vertical, two compartment shaft from surface to the 300 foot level. Time required = 60 days.

Installation of adequate shaft headframe, collar set, with hoist sheave and cage. Estimate for complete job. $ 1,000.00
One half of this cost is chargeable to the shaft:
$500.00 ÷ 300 = cost/ft. $1.66

Shaft - Retimbering - Rehabilitation

Labor and Supervision:			
1 working foreman @ $25.00/day	$1500.00		
1 hoistman @ $20.00/day	1200.00		
1 topman @ $20.00/day	1200.00		
2 miners @ $40.00/day	2400.00		
1 bookkeeper, part time @ $150.00/mo.	300.00		
	$6600.00		
Add insurance, taxes, etc @ 15%	990.00		
	$7590.00	=	25.30
Timber - lumber - 35,920 ft. BM @ $125.00/M =	$4,490.00	=	14.97 ?
5/8" Rd. iron-Hanger rods, washers and nuts	240.00	=	0.80
Miners carbide 200 lbs. @ $17.00	34.00	=	0.11
Gasoline for hoist engine, ventilation engine, Air compressor operation, 40 Gal. Day @$0.32 =	768.00	=	2.56

Transportation allowance:			
Pickup truck 928 mi. @ $0.10 =	92.80	=	0.31 ?
Misc. small tools	75.00	=	0.25 ✓
Misc. repairs to equipment	100.00	=	0.33 ✓
Oils and greases	25.00	=	0.08 ✓

For shaft rehabilitation, the operator will furnish the following equipment:

Equipment Allowance	Est. Value	Cost/ft.
1 hoist with gasoline or diesel engine, with adequate safety-signal devices, sheave wheel, cable and cage or skip.	$7,500.00 ✓	
1 Air compressor and engine, 315 cu.ft. capacity	5,000.00 ✓	
1 ventilation blower and motor.	500.00 ✓	
1 jackhammer and drill steel	750.00 ✓	
1 mine car and track for dump	300.00 ✓	
300' of 12" diam., Galv. vent pipe @ $1.25/ft.	375.00 ✓	
300' of 2" iron pipe for compressed air @ $0.34/ft.	102.00 ✓	
300' of 1" iron pipe for drilling water @ $0.14/ft	42.00 ✓	
1 Pickup truck for haulage of supplies	2,500.00 ✓	
	$17,069.00	
$\frac{17,069}{60}$ = 284.48 mo. x 2 mo. = $568.96 ÷ 300 =		$1.89
		$48.26
Add contingency cost of		$1.74
Total		$50.00

From the 300 foot level of the rehabilitated shaft: Drift 400 feet and cross cut total of 200 feet from drift. Size of drifts and cross cuts: 5' x 7' in clear of timber. Progress: 4 feet per day, one shift basis. Period to complete: 6 months.

Cost Estimate:

	Cost	Cost Per Foot
One half cost of headframe installation, etc.	$ 500.00	$ 0.83
Labor and Supervision		
1 working foreman @ $25/day	3,000.00	
1 hoistman @ 20/day	2,400.00	
1 topman @ 20/day	2,400.00	
2 miners @ 40/day	4,800.00	
1 bookkeeper, parttime @ 150/mo.	900.00	
	13,500.00	
Add insurance, taxes, etc. @ 15%	2,025.00	
	15,525.00	25.52

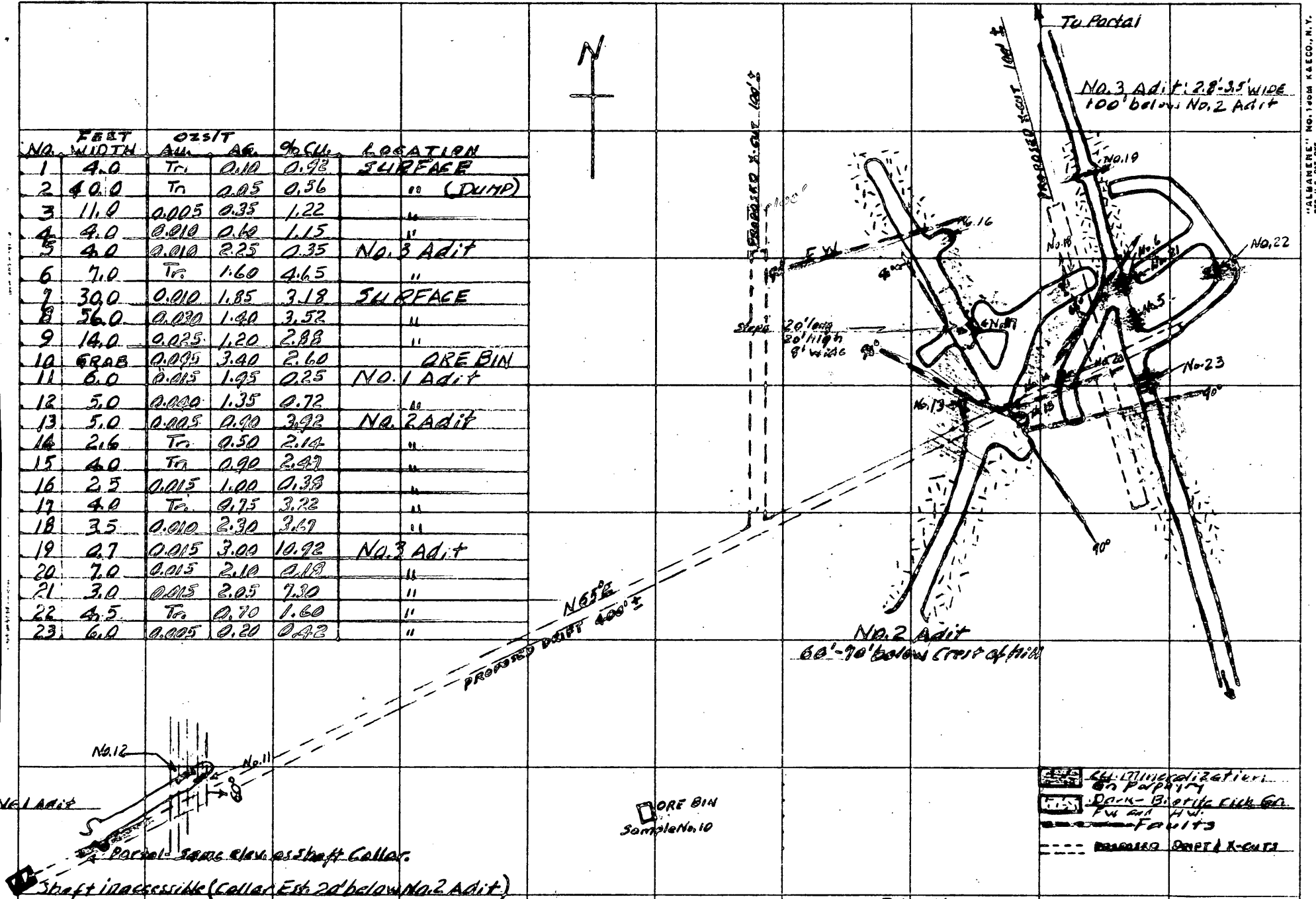
Blasting supplies	2.00
Fuel for operation of hoist, compressor, etc.	0.64
Carbide	0.10
Equipment repairs	0.30
Lubricating oils and greases	0.10
Truck mileage	0.68
50 samples for analyses	0.41
Timber allowance	1.16
Equipment depreciation	3.98
	$35.72
Completion of job in 5-1/2 months would reduce cost	1.81
Therefore cost of $34.00/ft is recommended.	$33.91

For drifting and cross cutting, the operator will furnish the following equipment:

Item	Estimated Value
1 hoist, cable, sheave and cage or skip.	$7,500.00
1 air compressor, attachments	5,000.00
1 ventilation blower and motor	500.00
Machine drills and drill steel	1,500.00
1 mucking machine	2,500.00
1 Mancha trammer and 5 mine cars	2,250.00
Track and cross ties, switches	1,000.00
600 ft. of vent pipe @ $1.25/ft.	750.00
600 ft. of 2" iron pipe for Comp. air.	204.00
600 ft. of 1" iron pipe for water	84.00
Water storage tank at mine	100.00
1 pickup truck	2,500.00
	$23,888.00

$$\frac{\$23,888}{60} = \$398.80/\text{mo.} \times 6 = \frac{\$2392.80}{600} = \$3.98/\text{foot}$$

NO.	FEET WIDTH	OZS/T AU.	AG.	% CU.	LOCATION
1	4.0	Tr.	0.10	0.92	SURFACE
2	40.0	Tr.	0.05	0.56	" (DUMP)
3	11.0	0.005	0.35	1.22	"
4	4.0	0.010	0.60	1.15	"
5	4.0	0.010	2.25	0.35	No. 3 Adit
6	7.0	Tr.	1.60	4.65	"
7	30.0	0.010	1.85	3.18	SURFACE
8	56.0	0.030	1.40	3.52	"
9	14.0	0.025	1.20	2.88	"
10	GRAB	0.095	3.40	2.60	ORE BIN
11	6.0	0.015	1.95	0.25	NO. 1 Adit
12	5.0	0.040	1.35	0.72	"
13	5.0	0.005	0.90	3.92	No. 2 Adit
14	2.6	Tr.	0.50	2.14	"
15	4.0	Tr.	0.90	2.47	"
16	2.5	0.015	1.00	0.38	"
17	4.0	Tr.	0.75	3.22	"
18	3.5	0.010	2.30	3.67	"
19	0.7	0.015	3.00	10.92	No. 3 Adit
20	7.0	0.015	2.10	0.18	"
21	3.0	0.015	2.05	7.30	"
22	4.5	Tr.	0.70	1.60	"
23	6.0	0.005	0.20	0.42	"



PLAN
ASSAY MAP
LORETTO MINE
INYO COUNTY, CALIF.
DOCKET NO. ONE-6092
SCALE 1" = 40'

BRUNTON SURVEY BY Glenn G. Gentry.

Figure 2

"ALBANENE" No. 1 FROM K&E CO., N.Y. REG. U.S. PAT. OFF.

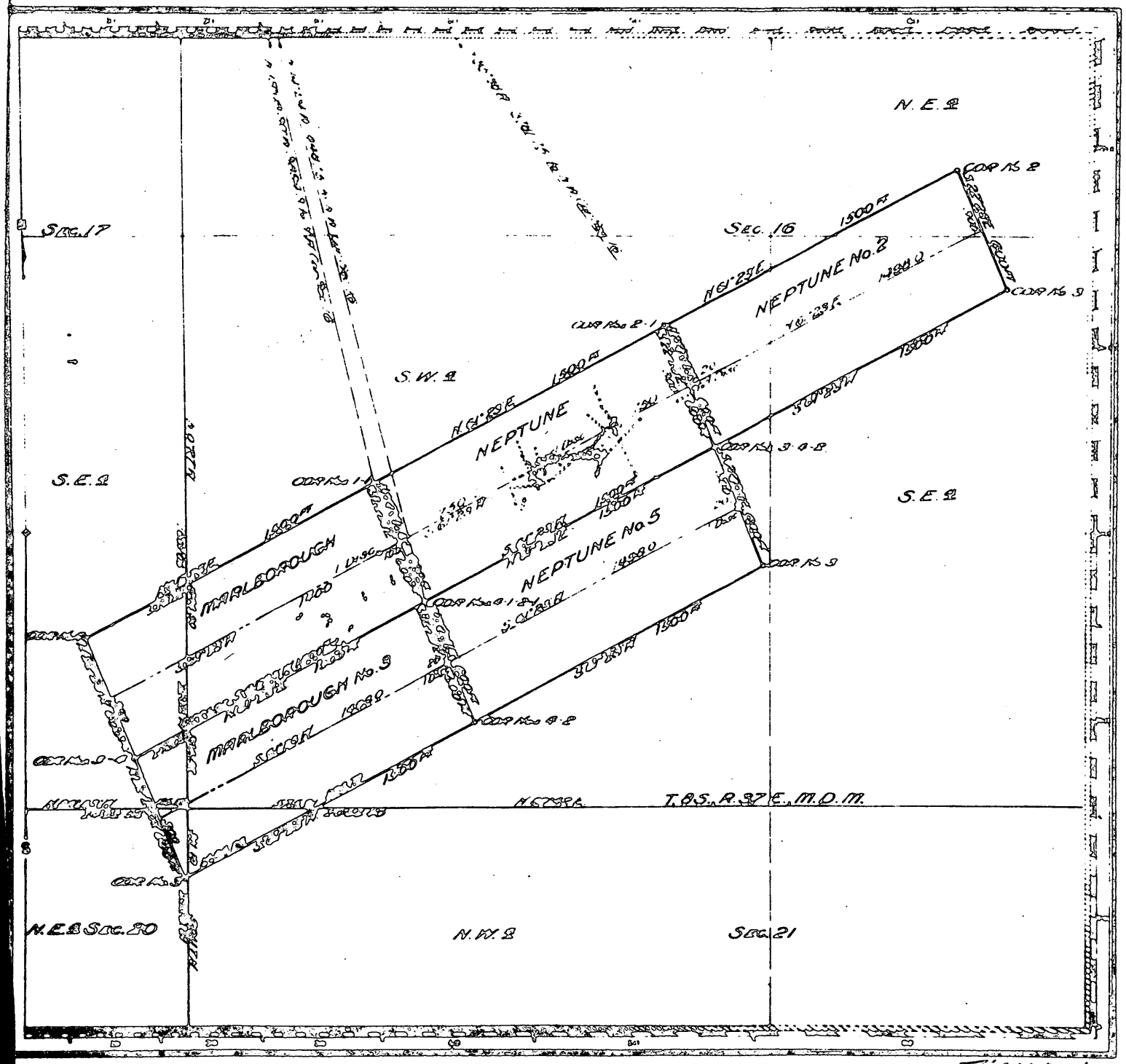


Figure 1

Mineral Survey No. 5559

Independence

PLAT

OF THE CLAIM OF

Loretto Copper Mining Company

KNOWN AS THE

NEPTUNE, NEPTUNE No. 2, NEPTUNE No. 5, MARLBOROUGH AND MARLBOROUGH No. 3 LODES

IN Big Pine, Inyo County, California

400 feet by 16 East

SURVEYED May 16 18. BY

William J. Moran.

The Original Field Notes of the Survey of the Mining Claim of Loretto Copper Mining Company known as the "Neptune," "Neptune No. 2," "Neptune No. 5," "Marlborough" and "Marlborough No. 3" Lodes

From what this plat has been made under my direction, has been examined and approved as a true and correct plat of said Mining Claim as it appears on the ground, and I hereby certify that the work thereon has been performed as stated in the notes of said Mining Claim as filed in the Land Office and that the said claim is situated in the Mineral Land of the United States.

I further certify that the Original Field Notes of the Survey of the Mineral Land Mining Claim by deputy ——— on the 18th day of ——— 19 ——— consisted of 9 cuts & tunnels, 1 tunnel and crosscut and the first 100 feet of a shaft (Unoccupied) Neptune Lode). Value $12,000.00

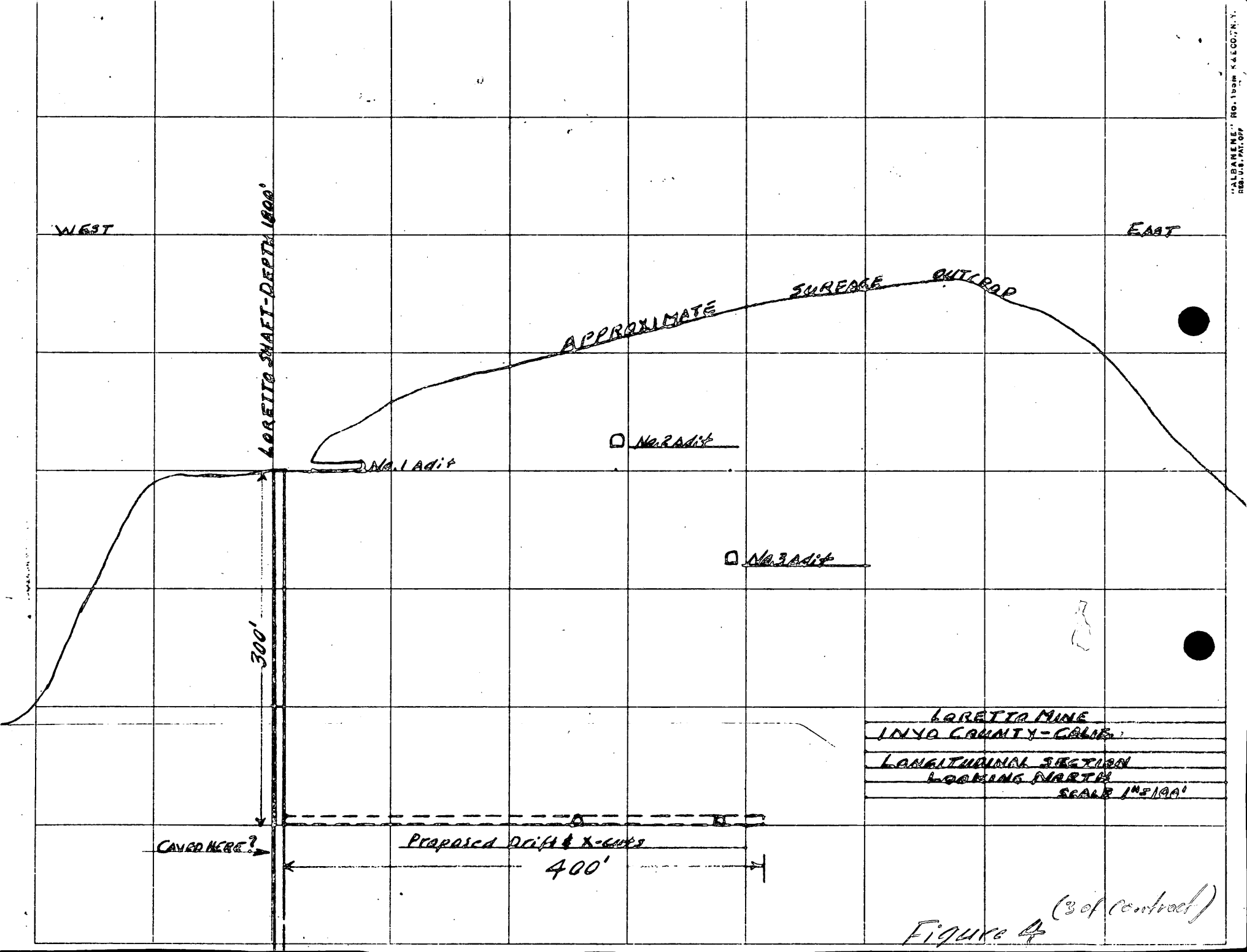
The boundaries of said claim as shown on this plat, and the points of said lode as marked on the ground, have been established in the manner prescribed by law.

And I further certify that the original plat of said Mining Claim has been made in strict conformity with said Original Field Notes of said Mining Claim, and the same is hereby approved.

U.S. Deputy Mineral Surveyor

San Francisco, California

September 2 1918



(3 of contract)

Figure 4

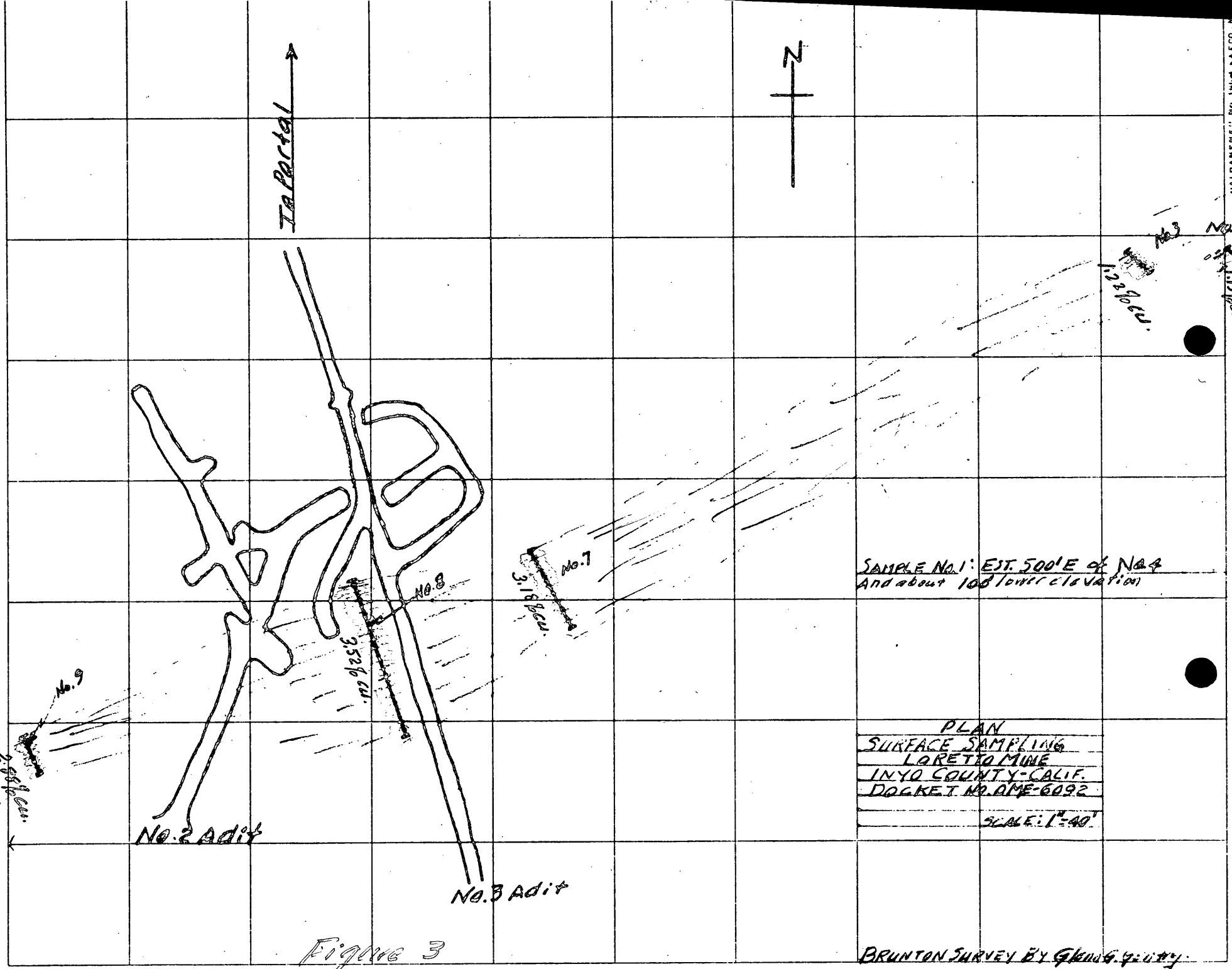

Ta Portal
N
No.3
No.4
1.23 % cu.
1.15 % cu.
No.7
3.18 % cu.
No.8
3.52 % cu.
No.9
3.68 % cu.
No.2 Adit
No.3 Adit
SAMPLE No.1: EST. 500' E of No.4
And about 100' lower elevation
PLAN
SURFACE SAMPLING
LORETTO MINE
INYO COUNTY-CALIF.
DOCKET NO. OME-6092
SCALE: 1" = 40'
BRUNTON SURVEY BY GEOLOGY

Figure 3

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUL 28 1960

DATE	INITIALS	CODE
7-28	gad	VVO
7-29	Hoff S.T.H.	500

Air Mail

Memorandum

July 26, 1960

To: Chief, Division of Field Operations, OME, ~~Washington, D. C.~~

From: Acting Field Officer, Region II

Subject: Docket No. OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California

In reply to your letter of July 20, 1960 regarding the examination of and my report on the subject property: Accompanied by the applicant, the accessible workings of the mine were examined and sampled between June 28 - 30, 1960. 23 representative samples were taken and delivered to the U.S.B.M. Laboratory, Reno, Nevada on July 1, 1960 for gold, silver and copper analyses. At this writing the analyses requested have not been received.

Oxidized copper mineralization exposed on surface and in the Nos. 2 and 3 adit indicate consideration of a moderate exploration program is justified.

The project estimated to be of greatest value to all parties concerned, at this time, is rehabilitation of the first 300 feet of shaft and from the 300 foot level drift N 65° Easterly under Nos. 2 and 3 levels and from the drift cross cut the mineralized formation:

Resume:	Installation of shaft headframe and collar set	$1,000.00
	Shaft rehabilitation and retimbering 300' @ $50/ft.	15,000.00
	600 ft. of drifting and crosscutting @ $34/ft.	20,400.00
	Timber 100' of drifts and crosscuts @ $7/ft.	700.00
	100 samples to be assayed for Au-Ag-Cu @ $5/ea.	500.00
		$37,600.00
	Government participation @ 50%	$18,800.00

Other methods of exploration such as diamond drilling, and drifting on the No. 3 level were considered but were not believed to be practical because of ratio of costs to degree of information obtained.

The complete examination report is ready for typing and will be forwarded to you for consideration upon our receipt of the sample analyses.

Glenn G. Gentry

Copy to: OME file

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
7/20	Holt	500
	Swingle	500
7/20	GLS	130
"	Johnson	110
7-20	gad	220
		500

JUL 20 1960

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California

You stated in your memorandum of June 24, 1960, that you expected to examine the cited property during the period of June 27 to July 1, 1960, returning to your office July 5.

We are looking forward with much interest to receiving your report of examination and recommendations on this project.

/s/ George C. Selfridge

(SHB)

SPHolt/gla
7-20-60
cc to: Director's Reading File
Review Committee
Harold Kirkemo, USGS
Docket
Chron

43683

Excerpt from Glenn G. Gentry's memorandum, dated June 24 1960, to Chief, Division of Field Operations, OME, Washington, D. C., re Change in location of Region II OME office and absence from office (returned to Mails & Files).

I expect to examine the Loretto (OME-6092) mine near Big Pine, California during the period of June 27 to July 1st, returning to my headquarters on July 5th.

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUN 17 1960

DATE	INITIALS	CODE
6-17	gad	NVO
6/20	Noet	500
June 15, 1960		

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: Docket No. OME-6092 (Copper)
William R. Noack
Loretto mine
Inyo County, California

We enclose copies of an alternate plan, dated June 14, 1960, submitted by Mr. William R. Noack for the exploration of the subject property.

I have arranged to meet with Mr. Noack and Mr. Albertoli in Bishop, California on June 28th for an examination of the mine.

My report will be submitted as soon as possible after completion of the examination.

Glenn G. Gentry

Glenn G. Gentry

Attachment

Copy to: H. K. Stager, U.S.G.S. (with copy of revised plan)
OME File

(See applicant's revised plan, dated June 14, 1960, filed with the application)

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
6/8	Holt	500
	[illegible]	500
6/9	Talbut	800
6/10	GCS	130
	sw leave	110
6-10	gad	220
		500

JUN 10 1960

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California

The subject application is being referred to you for consideration and a field examination if necessary. Copies of a memorandum, dated June 6, 1960, by Harold Kirkemo, Geological Survey, are attached. Also attached is an extra copy of the application for the use of the Field Officer.

We do not like so much work at what is apparently shallow depth. The stub crosscuts proposed by the Applicant could be replaced with long-hole percussion drilling at a fraction of the cost of the crosscuts. However, we hesitate to propose any alternate program without more specific information.

Please advise the Applicant, if you intend to recommend a contract, that he should submit, as promptly as possible, a simple, recent financial statement showing his assets, liabilities, and net worth.

/s/ George C. Selfridge

(SLB)

Enclosures

SPHolt/gla
6-8-60
cc to: Director's Reading File
Review Committee
Docket
Chron
Harold Kirkemo

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
6/8	Holt	500
	[illegible]	500
6/9	Talbert	800
6/10	GCS	130
6/10	On leave	110
6-10	gad	220
		500

JUN 10 1960

Mr. William R. Noack
5173 Earl Drive
La Canada, California

Re: OME-6092 (Copper)
William R. Noack
Loretto Mine
Inyo County, California

Dear Mr. Noack:

The application for assistance in exploring the subject property, under the captioned number, has been reviewed by the Division of Minerals of the Office of Minerals Exploration, and referred to Mr. Glenn G. Gentry, Acting Field Officer, Region II, Office of Minerals Exploration, 420 Custom House, 555 Battery Street, San Francisco 11, California.

The Regional Office will notify you in case additional information concerning the application is needed.

Sincerely yours,

George C. Selfridge

Acting Director (GCS)

SPHolt/gla
6-8-60
cc to: Director's Reading File
Review Committee
Region II (2)
Docket
Chron
Harold Hartman

43683

Docket copy

REPORT ON EXPLORATION ASSISTANCE APPLICATION

Applicant: William R. Noack
5173 Earl Drive
La Canada, California

OME-6092 (Copper)
Dated: May 20, 1960
Received: June 1, 1960

Location: Inyo County
California

Name of Property:
Loretto Mine

1. Proposed Exploration and Estimated Cost:

The Applicant proposes exploration as follows:

1. Drive adit crosscut 60 feet to vein, then drift 800 feet along vein.

2. Drive seven crosscuts, each 70 feet long, from above drift to explore the mineralized zone.

Cost of the work as estimated by Applicant $47,020.50

Government participation @ 50 percent would be $23,510.25

2. Financial Eligibility:

A. Bank letters declining a requested loan were submitted from the Citizen's National Bank, Hollywood-McCadden Branch, Los Angeles, California, and the Bank of Encino, Encino, California. Letters to the banks requesting a loan were in identical terms stating that the applicant was the owner in fee simple of the Loretto copper mine, which had been developed prior to World War I. Surface workings are accessible, showing copper ore of commercial grade, but not enough ore in sight to justify mining operations. The applicant planned to drive an adit 150 feet below present workings, and should be able to prove an ore body large enough to attract capital to operate the mine. Total of drifts and crosscuts would be about 1,400 feet. He could raise half of that amount, and requested loan of $25,200.00 on a long term basis.

The Citizens National Bank said the application had been given due consideration but was declined. It said that did not reflect upon applicant's credit, and it hoped to continue, as it had in the past, to take care of his needs for unsecured loans for short-term working capital. The Bank of Encino declined the loan as of a speculative nature, and also because the bank did not have funds at this time for long-term investments.

B. Since the letters to the banks and their replies do not give the necessary information, if a contract is to be considered, the Applicant should be required to submit a recent financial statement giving his assets, liabilities, and net worth.

3. Reviews:

USGS - Harold Kirkemo - June 6, 1960 -

States that conflicting reports from the California State Mineralogist's office, Dr. Mateer, and others, do not give a clear picture of the possible tonnage and grade of ore reserves, or of the geological conditions, or of the nature and results of exploration performed. He suggests that a field examination might give a better idea of the problems involved, and recommends referral of the application to the Field Officer for consideration.

OME Engineer - Stephen P. Holt - June 8, 1960 -

The Applicant owns the Loretto copper mine property comprising of five patented lode mining claims subject to a $40,000 mortgage held by C. W. Rodecker. Lien and Subordination Agreements signed by the Applicant, Rodecker, and their respective wives, were submitted with the application. The mine is situated in sec. 16, T. 8 S. R. 37 E., MDB&M, Big Pine Mining District, Inyo County, California. Parts of the claim group are in secs. 17, 20 and 21, of the same township. The property lies 27 miles east of Big Pine, on the Loretto road, which has been recently improved, partly surfaced with asphalt.

The Applicant's proposed exploration program appears to be reasonable, in view of his statement that reopening and rehabilitation of the mine shaft would not be feasible because of the large amount of work and excessive cost involved. His estimated cost, $34.83/ft., for drifting and crosscutting, appears to be reasonable.

Reports as to geological conditions, and the tonnage and grade of possible ore reserves, are so conflicting that a field examination appears to be desirable. Referral of the application to the Field Officer for consideration and a field examination, if necessary, is recommended.

4. Action:

Refer the application to the Field Officer for consideration and a field examination, if necessary. If a contract is to be recommended, the Applicant should be requested to submit promptly a recent detailed financial statement showing his assets, liabilities and net worth.

Stephen P. Holt

Stephen P. Holt

SPHolt:kb - June 9, 1960
Copy to: Director's reading file
Mr. Holt
Chron.

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

OFFICIAL FILE COPY
O. M. REFER TO:
RECEIVED JUN 6 1960

DATE	INITIALS	CODE
6-6	gad	XXO
6-7	[illegible]	500

June 6, 1960
OME ~~6092 - Copper~~
Loretto Copper Mine
Inyo County, Calif.

Memorandum

To: W. R. Griswold, Office of Minerals Exploration

From: Harold Kirkemo, U. S. Geological Survey

Subject: Review of application for exploration assistance

The Applicant proposes 1,350 feet of underground exploration at an estimated cost of about $47,000. This work is to explore oxidized copper-bearing veins in granitic rocks at a depth of about 150 feet. Five adits, an 1,800-foot vertical shaft and about 1,000 feet of drifts and crosscuts therefrom were completed on this deposit before World War I. About 200 tons of ore were shipped from the property in 1956-1957.

Unfortunately, conflicting reports of reserves and grade of ore cannot be checked without entry into the underground work ings. Report XV of the California State Mineralogist (1915) states that "a large body of low grade oxidized copper ore was disclosed, but it was found that the vein apparently did not continue with depth." Shipments in 1956-1957 averaged 3.1 percent copper. Dr. Mateer's report (?) accompanying the application states that "a reserve of about 100,000 tons of 4 percent or better copper ore exists in the first 200 feet of depth." A projection of the vein in Dr. Mateer's report shows an average of 5.8 percent copper in 10 feet of vein exposed in adit No. 2. Old timers' reports of better grade ore at depth add to the confusion of stories.

The plan map of the mine workings in Dr. Mateer's report shows that the adit levels were predominantly crosscuts; only a small amount of drifting was done. The reconstructed plan map of the 550, 860, and 1,800 foot levels shows crosscuts from the ends of the drifts on the two lower levels. The crosscuts suggest that the search for better grade ore was more important than further development of the vein being followed from the vicinity of the shaft. Also, the assymmetry of the pattern of mine levels suggests a reversal in dip of the vein, the presence of more than one vein in the fault zone, or a fault problem.

A field examination might give a better idea of the geology involved if adit No. 2 can be entered and mapped in the area of the vein. The problem involved with possible drilling could also be studied.

I recommend that the application be referred to the field for consideration.

Harold Kirkemo

Harold Kirkemo

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

June 1, 1960

Mr. William R. Noack
5173 Earl Drive
LaCanada, California

Subject: OME-6092

Dear Mr. Noack:

Your application for exploration assistance, dated May 20, 1960, submitted to our office at San Francisco, California, has been assigned Docket Number OME-6092. Kindly identify all future correspondence relating to your application by this docket number.

Sincerely yours,

Allen S. Dakan, Chief
Division of Administrative
Management

Copy to: Region II

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUN 1 1960

DATE	INITIALS	CODE
6-1	gad	VVO
6-1	S.P.H	500
~~May 31, 1960~~		

Memorandum

To: Chief, Division of Field Operations

From: Acting Field Officer, OME, Region II

Subject: New application for exploration assistance

Enclosed herewith are the original and two copies of an application for financial assistance by Mr. William R. Noack for the exploration of the Loretto copper mine in Inyo County, California.

Apparently the original work was started in 1907 and the only history available in our library is contained on page 73 of Report XV, State Mineralogist, Mines and Mineral Resources of Portions of California, Biennial Period 1915-1916.

The applicant proposes to explore the property by drifting on the vein which is partially exposed on the surface. Drifting and crosscutting to extend 1,350 feet at an estimated cost of $47,020.

The 1 1/2 compartment shaft is inaccessible, though not caved, from the collar to 300 feet below the collar and caved at that elevation.

A preliminary review of the application data was made by the field team and conferences held with the applicant. Other methods of exploration were discussed such as rehabilitating the shaft to the 300 foot level and drifting from that point to gain increased backs, at about the same cost as the application. Initial exploration by diamond drilling was not considered practicable by the applicant because the oxidized vein material would not core satisfactorily.

Mr. Noack estimates about 50,000 tons of oxidized copper ore averaging between 2 1/2 % to 4% cu. might be developed above his proposed adit level. He also proposes to construct a leaching plant in the area of Big Pine, California for the treatment of ores if sufficient tonnage is indicated.

A map showing three mine levels, namely the 550, 860 and 1800, reconstructed by Mr. Noack from patent papers has been received and is included with the application.

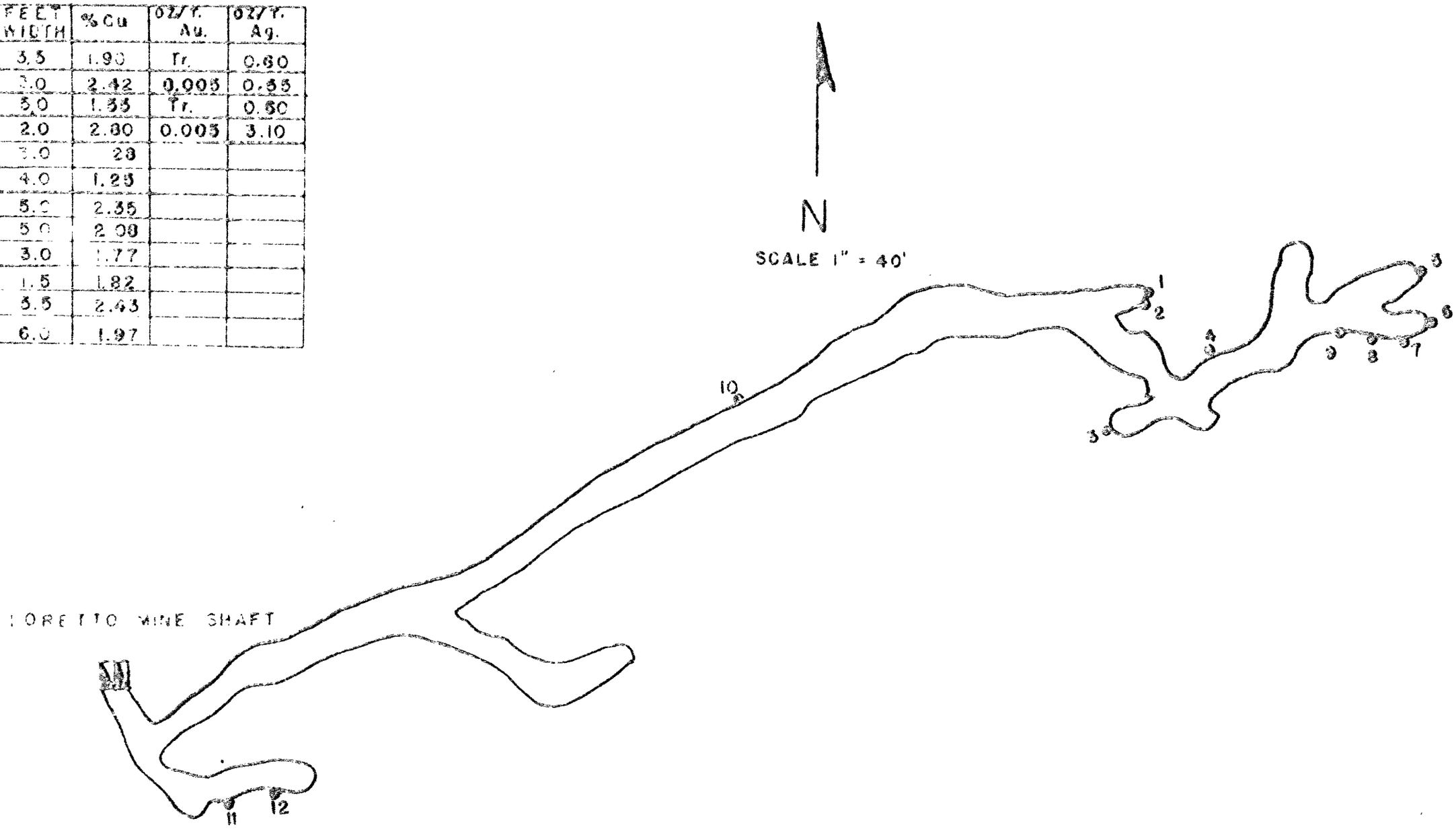
I believe that an on site examination will be required to evaluate the merits of the property.

Glenn G. Gentry

Attachments

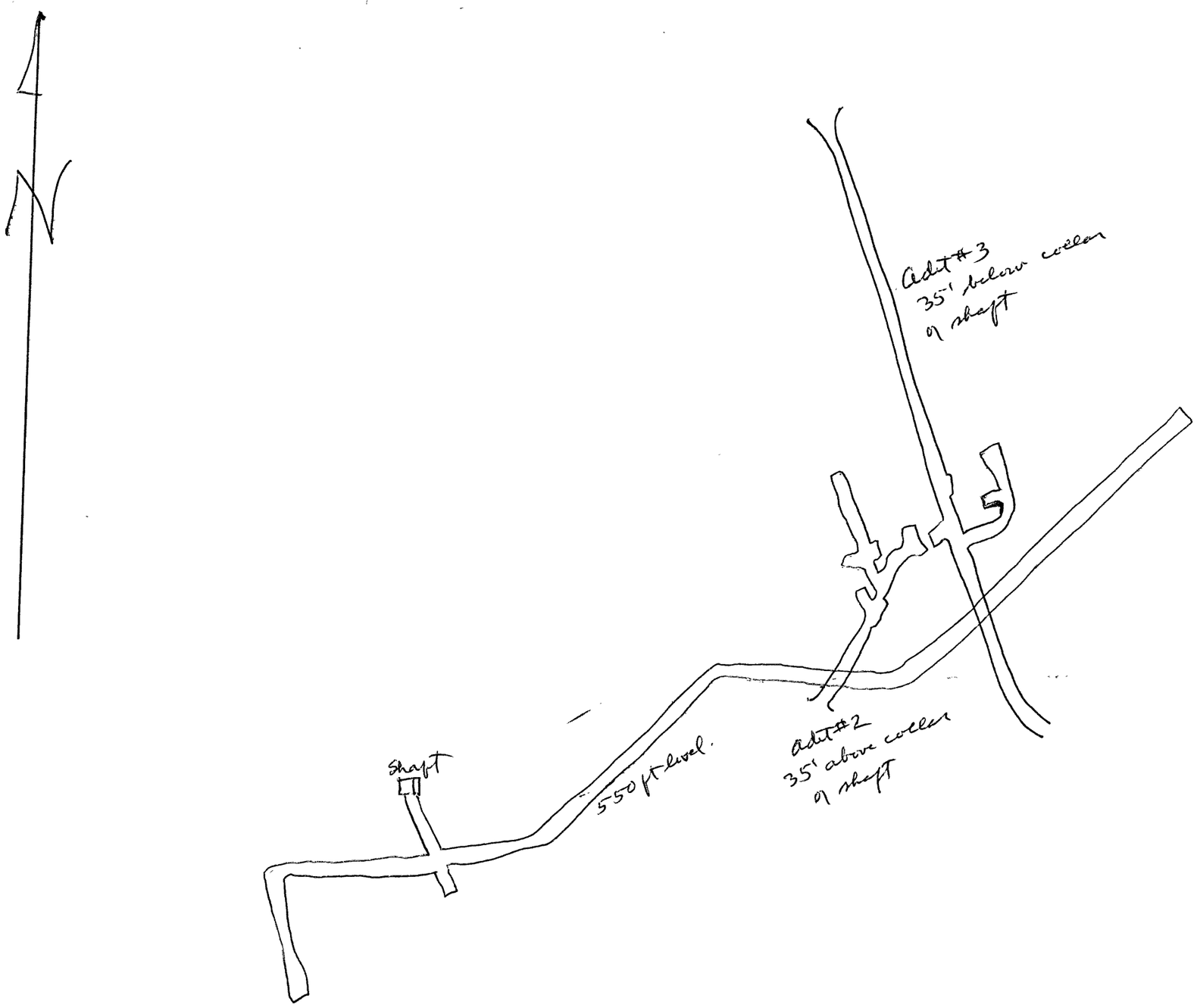
Copy to: H. K. Stager, U.S.G.S.
OME File

NO	FEET WIDTH	% Cu	OZ/T. Au.	OZ/T. Ag.
1	3.5	1.90	Tr.	0.60
2	3.0	2.42	0.005	0.55
3	3.0	1.35	Tr.	0.60
4	2.0	2.80	0.005	3.10
5	3.0	28		
6	4.0	1.25		
7	5.0	2.35		
8	5.0	2.08		
9	3.0	1.77		
10	1.5	1.82		
11	3.5	2.43		
12	6.0	1.97		



OME-[illegible] (Copper)
Contract Jam-Ball
Wm. R Noack
Loretto Mine
Inyo County, California

FIGURE 1 PLAN & ASSAY MAP, 300-FOOT LEVEL



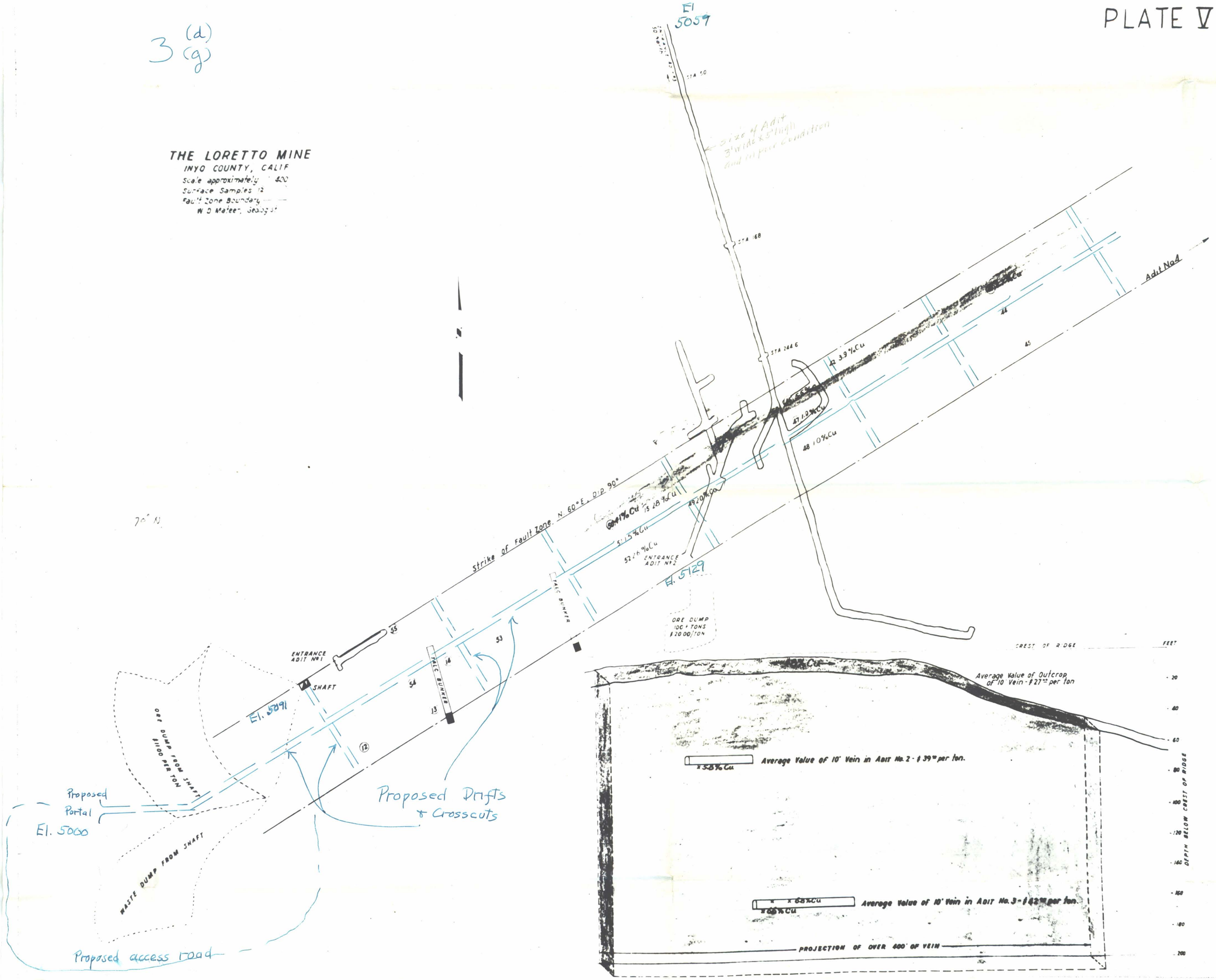
Map of 550 ft level reconstructed from patent papers

Scale 80' = 1"

3 (d) (g)

PLATE V

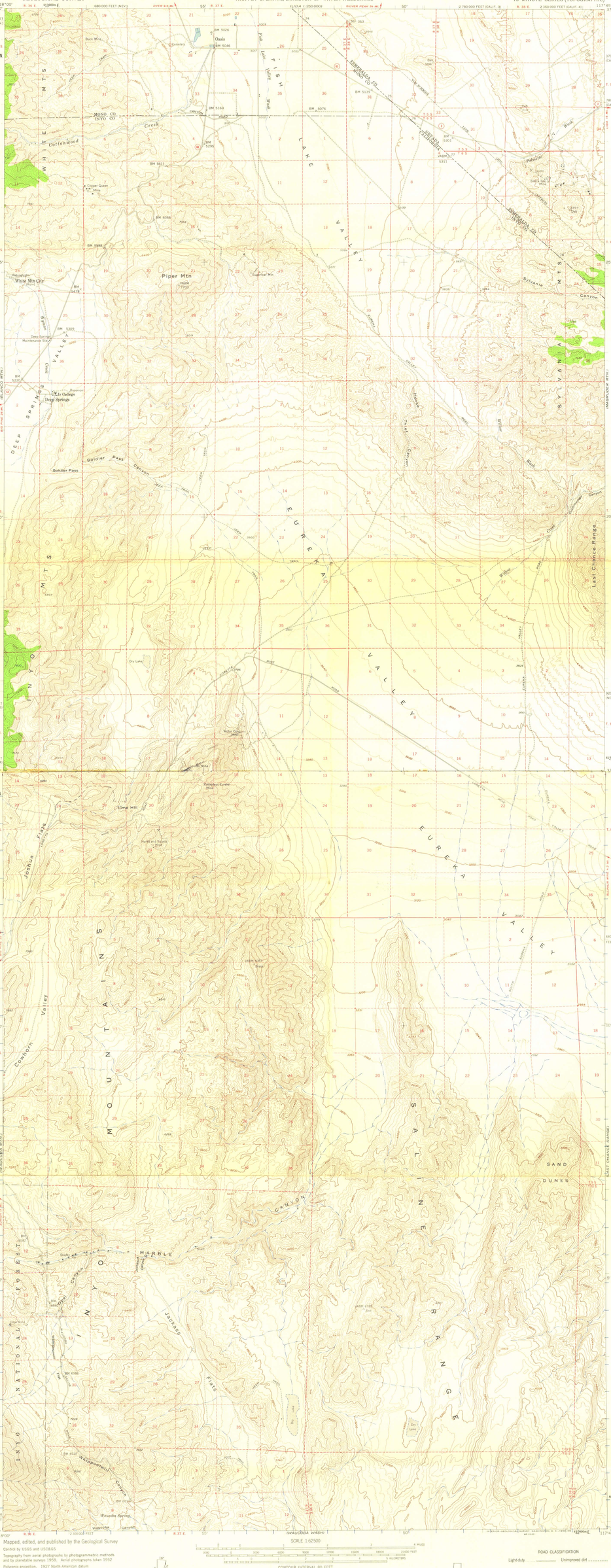
THE LORETTO MINE
INYO COUNTY, CALIF
Scale approximately 1" = 400'
Surface Samples 12
Fault Zone Boundary
W. D. Matteen, Geologist



UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

STATE OF CALIFORNIA
EDMUND G. BROWN, GOVERNOR
HARVEY O. BANKS, DIRECTOR OF WATER RESOURCES

SOLDIER PASS QUADRANGLE
CALIFORNIA–NEVADA
15 MINUTE SERIES (TOPOGRAPHIC)



Mapped, edited, and published by the Geological Survey

Control by USGS and USC&GS

Topography from aerial photographs by photogrammetric methods and by planetable surveys 1958. Aerial photographs taken 1952

Polyconic projection. 1927 North American datum
10,000-foot grid based on California coordinate system, zone 4
1000-meter Universal Transverse Mercator grid ticks, zone 11, shown in blue

Dashed land lines indicate approximate locations
Land lines unsurveyed in T. 10 S., R. 38 E. and parts of T. 10 S., Rs. 37 and 39 E. and T. 11 S., Rs. 36, 38, and 39 E. and T. 9 S., R. 38 E.

Unchecked elevations are shown in brown

SCALE 1:62500

CONTOUR INTERVAL 80 FEET
DOTTED LINES REPRESENT 40-FOOT CONTOURS
DATUM IS MEAN SEA LEVEL

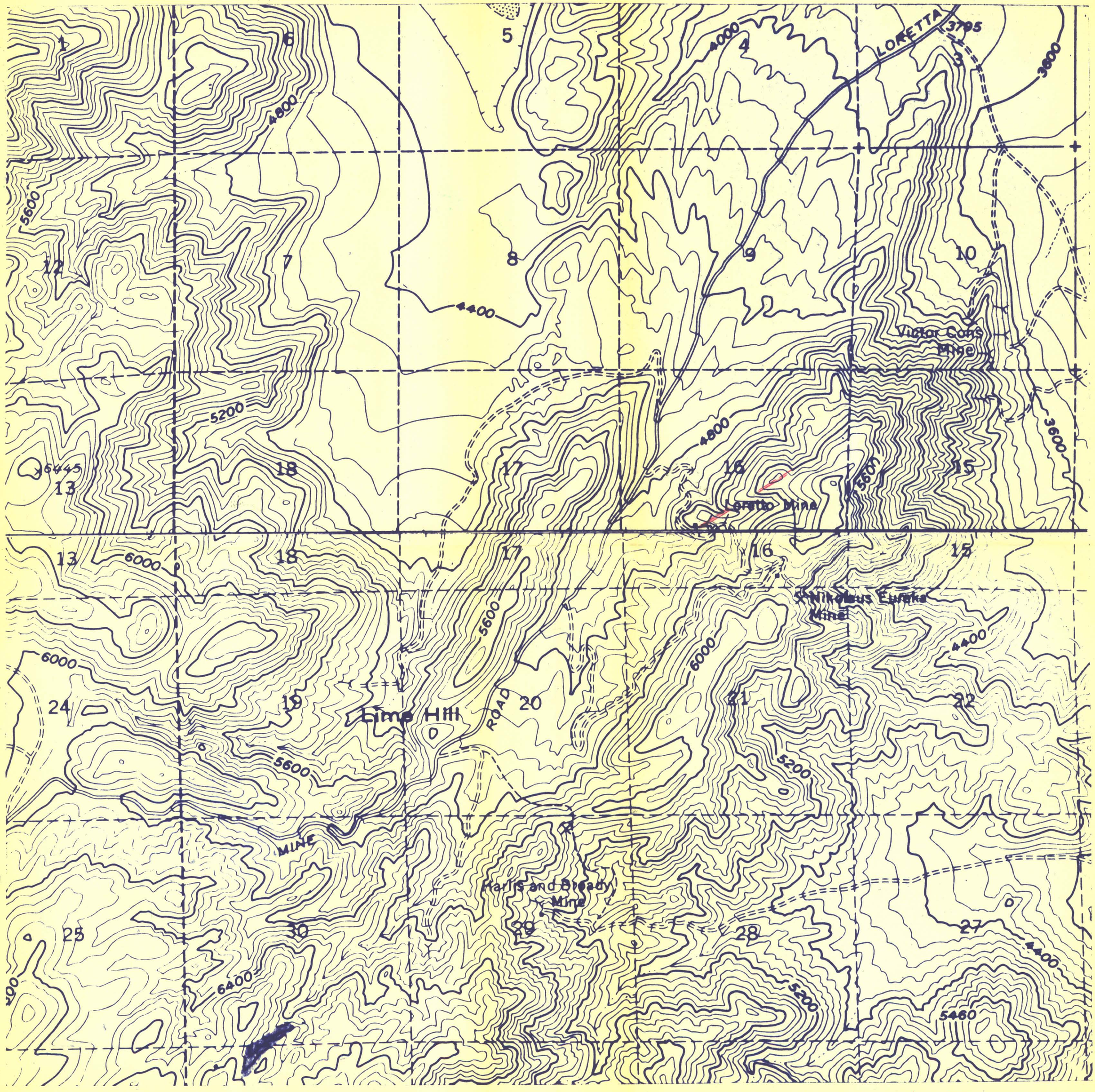
APPROXIMATE MEAN DECLINATION, 1958

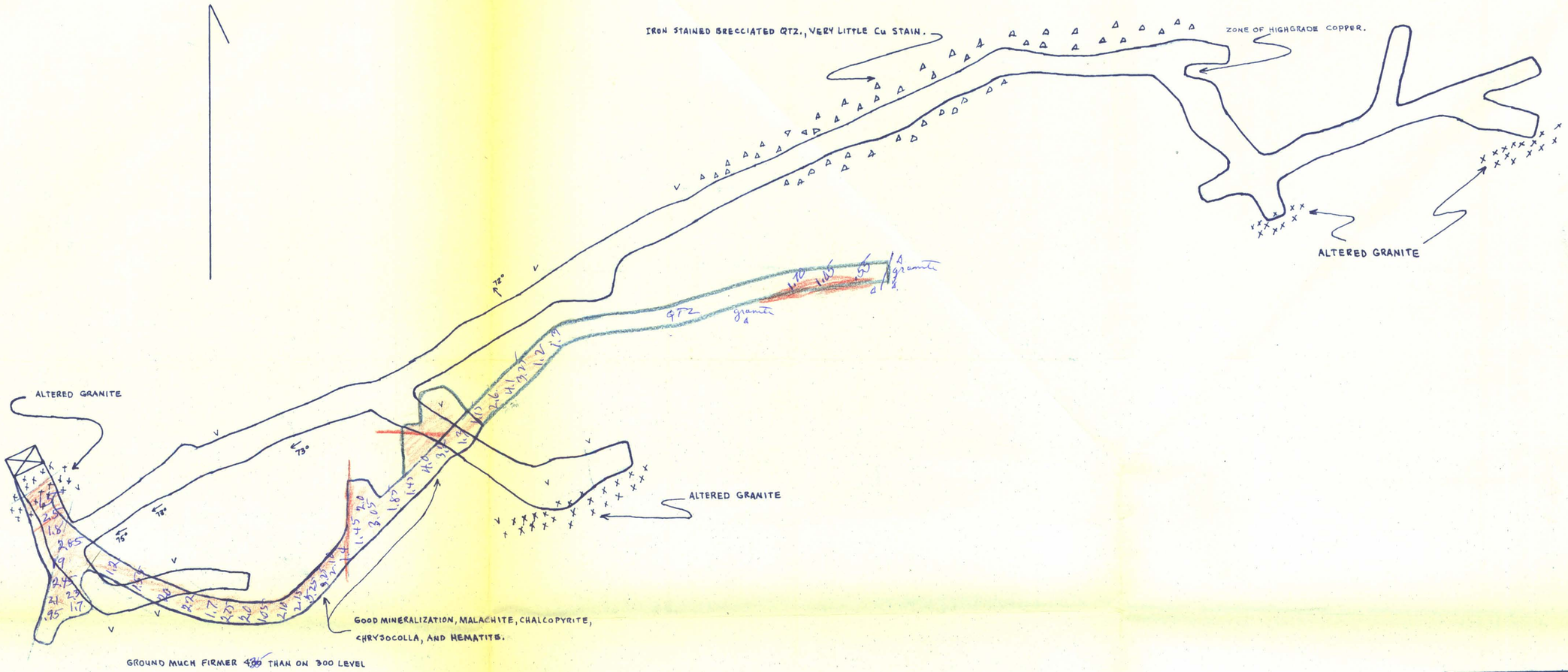
THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U. S. GEOLOGICAL SURVEY, DENVER 25, COLORADO OR WASHINGTON 25, D. C.
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

QUADRANGLE LOCATION

ROAD CLASSIFICATION
Light-duty ——— Unimproved dirt - - - -

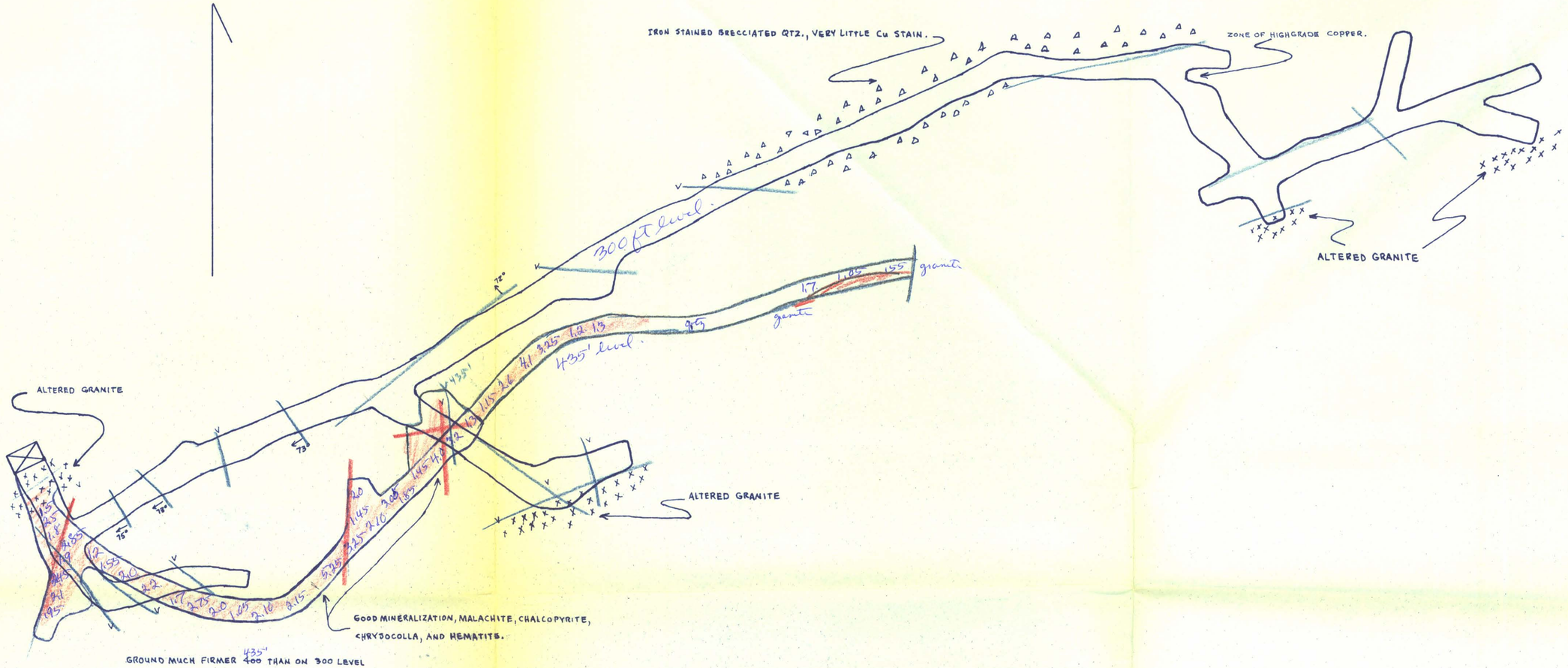
WAUCOBA SPRING, CALIF.
N3700—W11745/15
1958


LORETTA
3795
3600
4000
4800
5600
4400
5200
6445
6000
Victor Cons
Mine
Loretto Mine
Nikolaus Eureka
Mine
Lime Hill
ROAD
MINE
Harris and Bleady
Mine
6400
5460
Loretto vein



PLAN VIEW
OF
LORETTO MINE
COMPOSITE OF 300' & 400' LEVELS
1" = 20'

TRANSIT + TAPE — 300 LEVEL / 400 LEVEL — P. SKINNER



PLAN VIEW
OF
LORETTO MINE
COMPOSITE OF 300' + 400' LEVELS
1" = 20'

TRANSIT + TAPE 300 LEVEL / 435 / ~~400~~ LEVEL P. SKINNER