DMEA Form 9
Rev. 6/57

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE

Idm-E NO. 532

DMEA NO. 2712

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- [ ] Withdrawn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

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

Right Side

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

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

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

Additional Folders:

Left Side

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

Right Side

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

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

Folders No._____: Settlement Sheets

Folders No._____: Drill Logs

Folders No._____: Royalty material

17963

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files of the Washington office pertaining to Contract Idm-8532, Docket DMEA-2712 (beryl), dated May 25, 1953, with

Ben Waltz and Kenneth R. Hewitt
Box 16A, Star Route
Morrison, Colorado

for the purpose of determining the amount of royalty due the U. S. Government on sales of minerals from property referred to as Switzer Lode Mining Claim (Biggar Mine) located in Jefferson County, Colorado, during the period July 30, 1959, through January 9, 1962.

A certification of discovery or development was issued on August 25, 1954, and, in accordance with Article 6 of the contract, royalty is payable on all minerals mined or produced from the land described in Article 2 of the contract for a period of 10 years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first. A Report of Review dated July 8, 1954, indicated accepted costs under the exploration contract amounting to $7,383.75 with the Government's contribution, on a 90 percent basis, being $6,645.38.

The status of the project, the scope of review, and the reasons therefor are stated on page 2.

This review established the total sales of beryl for the period to be $176.25. Royalty payable to the Government at rates specified in the contract is $8.81.

A prior Report of Royalty Review found the sales of beryl, mica, and other minerals subject to Government royalty through July 29, 1959, to be $3,850.80, which added to the sales for this subsequent period make a total of $4,027.05. The royalty account as of July 29, 1959, was:

Total Royalty Payable	$164.39
Total Royalty Paid	163.10
Balance of Royalty Payable	$ 1.29

As of January 9, 1962, the royalty account of this project was found to be:

Total Royalty Payable	$173.20
Total Royalty Paid	173.20
Balance of Royalty Payable	$ -0-

January 12, 1962

E. D. Talbert, OME Auditor

STATUS OF PROJECT, SCOPE OF REVIEW
AND REASONS THEREFOR

The property under the exploration project contract was worked by the Operators, Ben Waltz and Kenneth R. Hewitt, until December 1955, when the partnership was dissolved and the lease was cancelled. On March 17, 1956, the landowners (David N. Biggar, Myrtle I. Orin, and Edith L. Orin) executed a new 10-year lease with Ben Waltz as an individual. Ben Waltz and his wife operated the property intermittently during 1956 and for a short period in 1958.

During the latter part of 1958, Ben Waltz was ousted by court decision from possession of the property for violation of the terms of the lease. Action was instituted by Mrs. Amelia Biggar, executrix of the estate of David N. Biggar, deceased, of 421 Ash Avenue, Littleton, Colorado. Thereafter, until January 1, 1961, the property was inactive except for a short period in late 1960, when it was operated by a partnership composed of David L. Biggar, one of the heirs, and Fred H. Olmstead.

By letter dated January 8, 1962, Fred H. Olmstead, 5347 So. Lakeview Street, Littleton, Colorado, informed the Acting Field Officer that he had been working the Biggar Mine since January 1, 1961, and intended to work it during 1962, but no ore had been produced.

During the period covered by this review, the $1.29 balance of royalty due, as stated in the prior Report of Royalty Review, was paid by David L. Biggar. The only sale of production during the period consisted of 705 lbs. of beryl crystals @ $.25/lb. purchased by the Mineral Concentrates & Chemical Company, Inc., Denver, Colorado. A 5% royalty of $8.81 was paid on the $176.25 proceeds. A summary of production sales to date, and the royalty thereon, follows:

Mineral	Pounds	Proceeds	Royalty
Beryl	3,899.	$ 962.20	$ 48.13
Mica	138,093.	1,511.64	75.59
Feldspar	314,730.	804.86	12.07
Columbium-Tantalum	196.25	318.95	15.94
Bismuthinite	355.8	429.40	21.47
Totals		$4,027.05	$173.20

The obligations of the Operators under the contract (the partners, Ben Waltz and Kenneth R. Hewitt) for the payment of royalty on future production, if any, possibly may have been lost to the Government under the so-called "abandonment" provision of Article 7

of the contract. Furthermore, an Owner's Consent to Lien, undated but executed sometime during January 1954 by David N. Biggar and Jennie Orin, secures the payment of the Government's percentage royalty on production "provided for under the terms of said exploration project contract". However, by letter dated September 18, 1958, the attorneys (Taylor & Smith, 5966 South Broadway, Englewood, Colorado) for the mineral owners of the property stated, in part, "We realize that the lien attaches to any recovery from this mine until 1963 * * * ".

An Owner's Consent to Lien also was executed on January 11, 1954, by L. L. Erickson "as owner, lessor, or seller", but the files indicate that he was actually only one of the lessees under the January 7, 1951, lease through which Ben Waltz obtained possession of the land.

This review was made in lieu of an on-site audit of the Operator's accounts and records for the following reasons:

(1) The files indicate that all production from the property under the contract has been accounted for and proper royalty thereon paid;

(2) The property has been inactive since 1960; and

(3) The administrative cost to the Government of an on-site royalty audit at this time would be excessive in relation to the amount of possible additional royalty which might be disclosed.

MME Form 22
Dec. 60

DEPARTMENT OF THE INTERIOR
Office of Minerals Exploration

CHECK SHEET OF EXAMINING ENGINEER

Operator's Name and Address

Mr. David Biggar

2151 Fair Circle

Littleton, Colorado

Contract No.	Docket No.
Idm E532	DMEA-2712

Prepared by (Signature)	Date
Hugh M. Connors	January 9, 1962

Hugh M. Connors

Yes	No	
		1. (a) Does the Operator stockpile ore subject to royalty repayment?
		(b) If so, is segregation and identification procedure adequate?
		2. (a) Does the Operator commingle production subject to DMEA or OME royalties with exempt production?
		(b) If so, is the allocation of the commingled production equitable?
		3. (a) Does the Operator stockpile mine or mill rejects (low grade ore, tailing, middlings, etc.) that may have potential value within the royalty payment period?
		(b) If so, are adequate records maintained on such material to protect the Government's interest?
		4. Are the assay controls in effect adequate?
		5. Does the manner of disposing of production give the Government its fair royalty returns?
		6. Do your periodic examinations of operations indicate the Operator is properly reporting his production of ores subject to DMEA or OME royalties?
		7. Does the Operator buy from or sell to other Operators?
		8. Current status of property. (Check one).
X		Operating.
		Inactive.
		Abandoned.
		Date of last production if not operating.

Comment on items 1(b), 2(b), 3(b), and 4 to 6, if answer is No:

The property was operated by Fred Olmstead during the summer of 1961 and he states that there was no production in 1961.

84861-60

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files of the Executive Officer, OME Field Team, Region III, Denver, Colorado, pertaining to Contract Idm-E532, Docket No. IMEA 2712, (Beryl) dated May 25, 1953, with

Mrs. Amelia Biggar, Executrix,
Estate of David E. Biggar
421 Ash Avenue
Littleton, Colorado
Formerly Ben Waltz
Formerly Ben Waltz and Kenneth R. Hewitt

for the purpose of determining the amount of royalty due the United States Government on the sale of production from Switzer Lode Mining Claim (Biggar Mine), located in Jefferson County, Colorado, for the period May 25, 1953 to July 29, 1959.

The status of the project, scope of the review and reasons therefor are stated on page 2.

My review established the total sales of production for this period to be $3,850.80. (See Summary Attached). Royalty due the United States Government at the contract rate of 1½ to 5 percent is $164.39. The royalty paid and the balance due are as follows:

Total Royalty Due	$164.39
Total Royalty Paid	163.10
Balance Royalty Due	$ 1.29

July 29, 1959

Donald T. Finch
Donald T. Finch
OME Auditor

OFFICIAL FILE COPY
O. M. E.
RECEIVED AUG 6 1959

DATE	INITIALS	CODE
8-6	gad	V20
8-10	Act	800
		225

STATUS OF PROJECT, DESCRIPTION OF REVIEW AND WRAPUP REPORT

CONTRACT NO. IBM-8532 DOCKET NO. BMRA 2712

A Certification of Discovery or Development was issued on August 25, 1954, and accordingly royalty is payable on all the production from the land described in Article 2 of the contract for a maximum period of 10 years from the date of the contract. A Report of Review in lieu of Final Cost Audit dated July 8, 1954, indicated accepted costs under the contract of $7,383.75, with Government contribution on a 90 percent basis being $6,645.38.

The Field Team's Semi-Annual Reports of Certified Projects for the period July 1, 1954 to December 31, 1958, indicate that:

Kenneth R. Hewitt severed connections with the original partnership in 1953. Property was operated intermittently by Ben Waltz and his wife until later part of 1956. Property was inactive during 1957, and first six months of 1958. Property reverted to Estate of David H. Biggar about September 29, 1958. Property was reported as inactive last five months of 1958.

My review included a tabulation and recomputation of all settlement sheets on file, a reconciliation of production with the Field Team's Semi-Annual Reports, and a reconciliation of the total royalty receipts with the records of the GMK Finance Office, Denver, Colorado.

The review was made in lieu of an on-site audit of the producer's accounts and records for the following reasons:

(a) All reported production was reconciled with the Field Team's Semi-Annual Reports of Certified Projects.

(b) Reported production was adequately supported by signed statements from purchasers which were examined during the review.

(c) The administrative cost to the Government of an on-site audit at this time would be excessive in relation to the amount of possible additional royalty which might be disclosed.

CONTRACT NO. IBM-2532 DOCKET NO. DMRA 2712

MRS. AMELIA BIGGAR, EXECUTRIX

SUMMARY OF PRODUCTION, SALES AND ROYALTY
For Period May 29, 1955 to July 29, 1959

	Net Value	Royalty Due	
Feldspar			
157.365 Tons	$ 804.86	$ 12.07	
Beryl			
3,194 pounds (1.597 Tons)	785.95	39.32	
Mica			
158,093 pounds (69.0465 Tons)	1,511.64	75.59	
Columbium-Tantalum			
196 pounds	318.95	15.94	
Bismuthinite			
355.8 pounds	429.40	21.47	
Totals	$2,850.80	$164.39	
Total Royalty Due		164.39	
Total Royalty Paid		163.10	
Balance of Royalty Due			$1.29
Balance of Royalty Due			
April 5, 1955 Sale of Mica to Beryl Ores Co. (Note originally paid but Operator advised it was overpaid and credit taken on later Royalty Payments)		$ 1.84	
Less: Overpayments			
Aug. 4, 1955 Sale of Beryl to Beryl Ores Co.	$ .07		
Jan 1, 1956, Sale of Beryl to Beryl Ores Co.	.48	.55	
Balance of Royalty Due			$1.29

MME Form 22
April 59

DEPARTMENT OF THE INTERIOR
Office of Minerals Exploration

CHECK SHEET OF EXAMINING ENGINEER

Operator's Name: Mrs. Amelia Biggar, Executrix
Estate of David N. Biggar
Formerly Ben Waltz,
Formerly Waltz and Hewitt

Address: 421 Ash Avenue
Littleton, Colorado

Exploration Contract No. Idm-E532 Docket No. DMEA 2712

BIGGAR MINE
Jefferson County, Colorado

			Check One Yes	Check One No
1.	(a)	Does the Operator stockpile ore subject to royalty repayment?		
	(b)	If so, is segregation and identification procedure adequate?		
2.	(a)	Does Operator commingle production subject to DMEA or OME royalties with exempt production?		
	(b)	If so, do you consider the allocation of the commingled production equitable?		
3.	(a)	Does the Operator stockpile mine or mill rejects (low grade ore, tailing, middlings, etc.) that may have potential value within the royalty payment period?		
	(b)	If so, are adequate records maintained on such material to protect the Government's interest?		
4.		Do you consider the assay controls in effect are adequate?		
5.		Do you consider that the manner of disposing of production gives the Government its fair royalty returns?		
6.		Do your periodic examinations of operations indicate the Operator is properly reporting his production of ores subject to DMEA or OME royalties?		
7.		Does the Operator buy from or sell to other Operators?		
8.		Comment on any item 2 (b) to 6 if answer is No.		

9. Remarks: Questions 1-7 incl. not applicable. The estate is in process of settlement and the estate Attorney advises that the property is not in operation at this time. Otherwise, latest information is contained in the Semi-Annual Report of Certified Project for the period of July 1 - December 31, 1958.

July 31, 1959
Date

Mining Engineer
Executive Officer, OME
Field Team, Region III

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

OFFICIAL BUSINESS

RETURN TO WRITER

REASON CHECKED
Unclaimed ..... Refused .....
Unknown X .....
Insufficient address .....
Moved, Left no address .....
No such office in state .....
Do not remail in this envelope

Returned

POSTAGE AND FEES PAID
U. S. DEPARTMENT OF THE INTERIOR

Mr. Ben Waltz and
Mr. Kenneth R. Hewitt
Box 16A
Star Route
Morrison, Colorado

Returned to P.O.

MORRISON
AUG 22
P.M.
1963

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
	Durwood	500
8/19	Talbert	800
"	On leave	120
8/19	Johnson	110
"	Frank	100
		220

Mr. Ben Waltz and
Mr. Kenneth R. Hewitt
Box 16A
Star Route
Morrison, Colorado

AUG 19 1963

Re: DMEA-2712 (Beryl)
Waltz and Hewitt
Biggar Mine
Jefferson County, Colorado
Contract Idm-E532

Gentlemen:

By the terms of the subject Exploration Project Contract, as amended, and the certification of discovery or development dated August 25, 1954, all minerals mined or produced from May 25, 1953, to May 25, 1963, were subject to the Government's royalty as set forth in said contract.

As the period during which production was subject to royalty has now expired, the Government according to its present records retains no claim or lien against the property subject to the contract or any future production therefrom. We, therefore, are closing our books and records on this contract. Your attention, however, is called to the provisions of the contract which require the Operator to keep and preserve certain records for the periods indicated.

Sincerely yours,

George Fumich, Jr. (gfa)

Director

MMerrithew/mm
8/16/63
cc: Director's Reading File
Region III ~~XXXXXXXXXXXXX~~
CA&A Division
Docket
Code 500

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
8/7	[illegible]	800
8/7	gad	220
8/10	[illegible]	500
		225

AUG 7 1959

Memorandum

To: Mr. Donald T. Finch, OME Auditor

From: E. D. Talbert, Acting Chief (Signed) E. D. Talbert
Contract Administration and Audit Division

Subject: Docket No. DMEA-2712 (Beryl)
Mrs. Amalia Biggar, Executrix,
Estate of David N. Biggar
Formerly Ben Waltz & Kenneth E. Hewitt
Contract No. Idm-8532

Your Report of Royalty Review on the subject contract is acceptable and normal distribution is authorized.

CEFisher/GMcC
August 7, 1959

cc: Docket
Director's Reading File
CA & A Division

8623

Docket File
Surname:
Houk
Porter
Chambers
Kirkgaard
Hedges
Martin
Johnson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

CERTIFICATION BY THE UNITED STATES OF AMERICA
OF A DISCOVERY OR DEVELOPMENT UNDER
AN EXPLORATION PROJECT CONTRACT

To: Sam Maltz and Kenneth R. Hewitt, Partnership
Route 2
Morrison, Colorado

Pursuant to the provisions of Exploration Project Contract No. Idm-8532, dated May 25, 1953 (Docket No. DMEA-2712), hereinafter called the "contract" between you and the United States of America, hereinafter called the "Government"; to establish and fix the Government's percentage royalty on production and its lien thereon and on the land described in the contract, the Government considers and therefore certifies that discovery or development from which production may be made has resulted from the exploration work.

The nature of said discovery or development is described broadly or indicated as follows:

A zoned pegmatite in pre-Cambrian schistose diorite was explored by a crosscut trench and exposed reserves of beryl, mica and feldspar.

THE UNITED STATES OF AMERICA

By C. Mitteudorf
Administrator, Defense Minerals
Exploration Administration

Dated: AUG 2 5 1954

LGHouk:gad 8/19/54
Copy to: Mrs. Jennie Orin (Attached to Field Team's copy for forwarding).
Mr. David N. Biggar " " " " "
Mr. Irving Gumbel, EPS, GSA
Docket File
Admr. R. File
Mr. Hedges, 4604
Mr. Chambers
Mr. Johnson
Field Team, Region IV
Mr. Thayer, 4307 GSA Bldg.
Operating Committee
Finance Office
Mr. Houk

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Don Waltz and Kenneth R. Hewitt
Route No. 2
Morrison, Colorado

pertaining to Exploration Project Contract No. Idm-E532, Docket No. DMEA 2712, including Amendment Nos. 1 and 2, for the months of June 1953 to June 1954 inclusive, covering a project for the exploration of Beryl on property known as Biggar Mine, located in Jefferson County, Colorado, 6½ airline miles south of Morrison.

My review included an examination of the Monthly Reports (Form MF-104) and supporting documents attached thereto, comparison of the costs claimed with the contract and pertinent schedules, conference with the Executive Officer of the Field Team in charge of the project, 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 following reasons:

The contract provides for payment by the Government on the basis of agreed estimated costs of units of work actually performed.

The review disclosed the following facts in regard to the amount paid or to be paid the contractor:

Total cost as billed by Contractor:		$7383.75
Exceptions:		
By DMEA Finance Officer	None	
Herewith	None	None
Total Accepted Cost		$7383.75

The contract calls for a 90 percent participation of exploration expenses by the United States Government. Therefore, payment to the contractor by the Government in the amount of Six Thousand Six Hundred Forty-five and 38/100ths Dollars

- $6645.38 -

is considered valid and proper, provided that the Regional Executive Officer, the Administrator, or other competent official has accepted or will accept the project as having otherwise met the terms of the contract.

Date: July 8, 1954

Donald T. Finch

Donald T. Finch, Auditor

Rubin 4/9/54

No. 2

AMENDMENT OF CONTRACT: No. Idm-E532

Contract Docket No. DMEA 2712, dated May 25, 1953, between the United States of America and a partnership consisting of Ben Waltz and Kenneth R. Hewitt, is hereby amended as follows, effective as of the date of said contract:

> Referring to "Article 3. Exploration project" of Exploration Project Contract Form AF-200(A) (February 1952), following the words "and shall bring the project to completion within a period of", delete "10 months" and in lieu thereof substitute "fourteen (14) months".

This amendment shall not be construed to increase the estimated total cost of the project, the amount of the Government's contribution, or any item of allowable cost which is expressly designated "allowable maximum".

Dated MAR 16 1954

By Ben Waltz
Ben Waltz, Partner

By Kenneth R. Hewitt
Kenneth R. Hewitt, Partner

UNITED STATES OF AMERICA

By W. H. King
W. H. King, Executive Officer
DMEA Field Team, Region IV

Rec'd 2-2-54

No. 1

CT CONTRACT: No. Idm-E532

Contract Docket No. DMEA 2712, dated May 25, 1953, between ited States of America and a partnership consisting of Ben and Kenneth R. Hewitt is hereby amended as follows, effective ember 1, 1953:

Referring to "Article 4. Costs of the project", delete the figures 5,760.00 and in lieu thereof substitute the figures 6,645.38; delete the figures 6,400.00 and in lieu thereof substitute the figures 7,383.75.

Referring to EXHIBIT "A" attached to Exploration Project Contract Form EF-200(A) (February 1952) delete said EXHIBIT "A" in its entirety, except the map "Figure 2" referred to therein, which is retained and now made a part of this amendment, in lieu of deleted material substitute the following:

EXHIBIT "A"

Description of the Work

The work consists of trimming the present pit walls and cleaning out the broken waste within the confines of the present pit. Excavate an open cut 175 feet long from a point approximately 22 feet below the bottom of the present pit as acceptable to the DMEA representative to crosscut the pegmatite along the center line of the old open cut. The minimum width of the cut at floor level must be five feet. The location of the proposed work is shown in Figure 2, which was attached to the original EXHIBIT "A" and is now made a part of this amendment.

Estimated Costs of the Project

Trim walls and clean out broken waste within the confines of the present pit floor. 1/	$ 497.50
Excavate an open cut a minimum width of 5 feet at the floor level and 175 feet long at $39.35 per foot.	6,886.25
TOTAL COST	$7,383.75
Government participation at 90 percent	$6,645.38

1/ The entire work constitutes the unit of work.

Dated JAN 22 1954

By Ben Walts
Ben Walts, Partner

By Kenneth R. Hewitt
Kenneth R. Hewitt, Partner

UNITED STATES OF AMERICA

By W.H. King
W.H. King, Executive Officer
DMEA Field Team, Region IV

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Colorado, County of Jefferson, described as follows:1/

Colorado Rock Mining Claim, U. S. Survey 6180

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

2/ a partnership consisting of: Don Dalton

Kenneth B. Durett

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

4. Changes and added provisions None

Dated this _____ day of _____, 195___.

David N Biggar [Seal]
David N. Biggar

Jerome Orin [Seal]
Jerome Orin

_____ [Seal]

1/ 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 7-23-51, and recorded in book 227 page 527 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

(a) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

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

c. Definitions.--As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

d. Lien for Payment.--To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Interior—Duplicating Section, Washington, D. C. 47318

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Colorado, County of [illegible] described as follows:1/

Colesco Gold Mining Claim, U. S. Survey [illegible]

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

2/ a partnership consisting of: Ben Dalts

Kenneth D. Dalts

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

4. Changes and added provisions None

Dated this 11 day of Jan, 1954.

L. L. Erickson [Seal]

[Seal]

[Seal]

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

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

(a) One and one-half ($1\frac{1}{2}$) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half ($1\frac{1}{2}$) percent of any such net amounts, plus one-half ($\frac{1}{2}$) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half ($1\frac{1}{2}$) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half ($3\frac{1}{2}$) percent.)

c. Definitions.--As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

d. Lien for Payment.--To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Interior—Duplicating Section, Washington, D. C. 47318

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 772

COMMODITY Beryl
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UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

EXPLORATION PROJECT CONTRACT[1]
(Short Form)

IT IS AGREED this 25th day of May, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] A partnership consisting of:
Ben Waltz
Kenneth R. Hewitt
Route 2, Morrison, Colorado

hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority for contract.*—This agreement is entered into under the authority of the Defense Production Act of 1950, as amended, pursuant to DMEA Order 1 entitled "Government Aid in Defense Exploration Projects."

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Colorado, County of Jefferson, described as follows:[3] Switzer Lode Mining Claim, U. S. Survey 6149, and an easement to provide for dump extension.

the Operator represents and undertakes:[4]

~~(a) That the Operator is the owner, in possession and entitled to possession, and the property is subject to the following claims, liens, or encumbrances, and the Owner's Consent to Lien is attached.~~

(*b*) That the Operator is a lessee, in possession and entitled to possession, and the Owner's Consent to Lien is attached.

The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof.

ARTICLE 3. *Exploration project.*—The Operator, within 60 days from the date of this contract shall commence work on a project of exploration for[5] Beryl

in or upon the described land; and shall bring the project to completion within a period of 10 months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay ninety (90) percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $5,760.00, which is 90 percent of $6,400.00, the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operator shall provide the Government with monthly reports of units of work performed under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of units of work performed on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property, particularly excluding any land or interest therein to which the Government's lien is not to attach or the production from which is not to be subject to the Government's percentage royalty.
[4] Strike out the provision not applicable.
[5] Name of mineral or minerals.

16—66300—1

(*b*) *Final report.*—Upon completion of the exploration work or termination of the contract the Operator shall provide the Government with an adequate geological and engineering report, in quintuplicate (five copies), including an estimate of ore reserves resulting from the exploration work.

(*c*) *Compliance with requirements.*—If, in the opinion of the Government, any of the Operator's reports are insufficient or incomplete, the Government may procure the making or completion of such reports and attachments as an expense of the exploration work; and the Government may withhold approval and payment of any vouchers depending upon insufficient or incomplete reports.

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of the units of work performed, which the Government may inspect and audit at any time. The Government may at any time require a check of the work performed and an audit of the Operator's records and accounts, by a certified public accountant or otherwise, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account and statement of work performed to accompany his final report.

ARTICLE 6. *Repayment by Operator.*—(*a*) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than 6 months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

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

(*b*) As here used, "net smelter returns," "net concentrator returns," and "other net amounts realized from the sale or other disposition," mean gross revenue from sales, or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be the gross income from mining operations for percentage depletion purposes in income-tax determination.

(*c*) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(*d*) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided,* that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 8. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if, in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified.

ARTICLE 9. *Changes and added provisions* _____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Ben Watt
(Operator)

Kenneth R Hewitt

By W. H. King
Executive Officer - DMEA
Field Team - Region IV

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

_____ [CORPORATE SEAL]

EXHIBIT "A"

Docket DMEA 2712

Description of the Work

The work consists of trimming the present pit walls and cleaning out the broken waste within the confines of the present pit.

The work also consists of excavating an open cut 150 feet long from a point approximately 22 feet below the bottom of the present pit and acceptable to the DMEA representative, along the center line of the old open cut so as to crosscut the pegmatite. The minimum width of the cut at floor level must be five feet. The location of the proposed work is shown in Figure 2, which is attached and made a part of Exhibit "A".

Estimated Cost of the Project

Trim walls and clean out broken waste within the confines of present pit floor. 1/	$ 497.50
Drive an open cut a minimum width of 5 feet at the floor level and 150 feet long at $39.35 per lineal foot.	5,902.50
Total Cost	$6,400.00
Government participation 90%	$5,760.00

1/ The entire work constitutes the unit of work.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Colorado, County of Jefferson, described as follows:1/

Switzer Lode Mining Claim, U. S. Survey 6149

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

2/ [redacted]

Ben Waltz

Kenneth R. Hewitt

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 5,760.00, or ten years have elapsed from the date of the contract.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 26th day of March, 1953.

David N Biggar [Seal]

x Jennie Orin [Seal]

[Seal]

1/ 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 July 23-1951, and recorded in book 727 page 527 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Colorado, County of Jefferson, described as follows:1/

Outlaw Lode Mining Claim,

U.S. Survey 6149

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

2/ Don Cole

Kenneth D. Davies

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 5,700.00, or ten years have elapsed from the date of the contract.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 22 day of May, 195 3.

L. L. Carlson [Seal]

[Seal]

[Seal]

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

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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

Not to be filled in by applicant

Docket No. dmea 27121
Metal or Mineral
Date Received 9-22-52
Estimated Cost
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Erickson, Walt & Hewitt, Route 2 Mammoth Colo. L. L. Erickson, Ben Walt, Kenneth R. Hewitt, all of same address, all partners.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract

(*b*) State any mine name by which the property is known.

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

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

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

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

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

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

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

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

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

16—66551-1

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

.....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(*b*) How do you propose to furnish your share of the costs?

☐ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on accompanying paper.

CERTIFICATION

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

Dated ....., 195...

Kenneth R. Hewitt
(Applicant)
By Ben Walt
L. L. Erickson

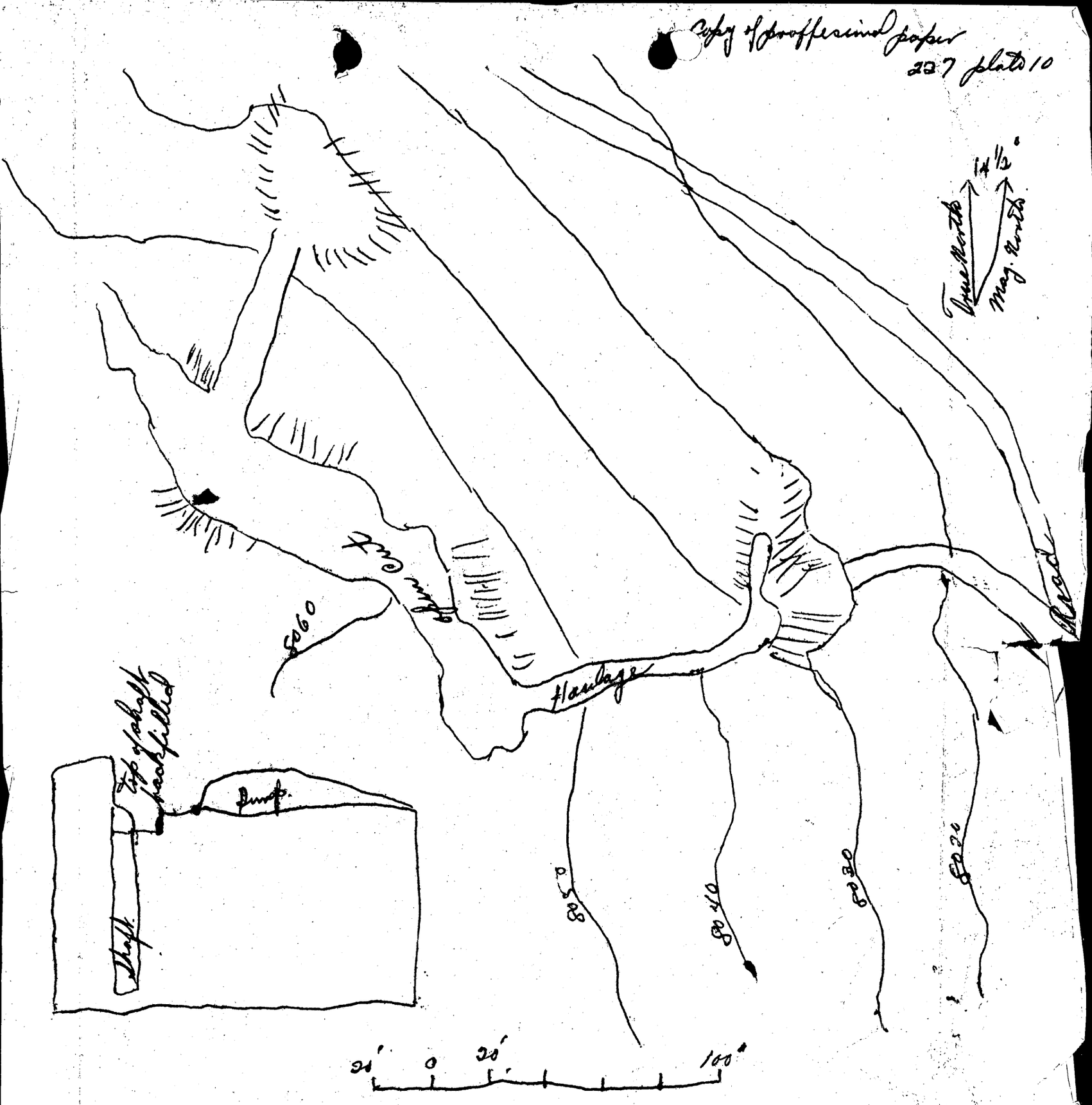
Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

3. (a) The property and the lease are registered in the Court House at Golden, Colorado. This information will follow and be appended to this application.
(b) The Mine is known as the Biggar Mine and also as the Switzer Lode.
(c) Lessee.
(d) This will follow and be appended.
(e) Not.
(f) Not.

4. (a) The mine is now being worked as an open quarry by the three partners personally, and it has the necessary compressor, loader, truck etc.
(b) At least 25 tons were produced of beryl from this mine in the past, and it gets an average of nearly a ton a month of beryl, as well as accessories such as feldpsar and mica(scrap.) The reserves probably include 200 tons beryl.
(c) The Mine is in pegmatitic material. It is intended to explore the structure and the zoning.
(d) The Mine is about 25 miles from Denver on good roads, including State Highway 124. Partners live at the Mine.
(e) The work will be done by the three partners. They have the equipment of can get it from Denver nearby.
5 (a) Beryl.
(b) Two things are proposed. A) Open-cut 25 feet deep, 25 feet wide at top, 15 feet wide at bottom, for about 200 feet East-West across pegmatite at large open-cut opening. B) Drift at level 40 feet below surface of pegmatite on northern end's open-cut position, drift of 7' high and 6' wide, rising 2 feet in 100 feet. This drift to be 200 feet long.
(c) The contract will start within 7 days of approval, and be completed in eight months.
(d) The partners have had several years of mining experience, one Hewitt having had 14 years experience mining. They are helped by advice from Michael D. Lyons of the Beryl Ores Company, Arvada, Colorado, who has been a consultant for several years for Brush Beryllium Company and Beryllium Corporation of America, and Manager of the Beryl Ores Company five years, and is considered well-informed on beryl mining in this country and abroad. The supervision of the work on the spot will be done by L.L. Erickson, one of the partners, who has had extensive business experience.
6 Costs.- The open-cut will cost $38 a foot or $7600 total. The drift will cost $20 a foot, or a total of $4000. The grand total is $11600.00, of which the partners will give 10%.
7 (b) The partners will use their equipment, rent more, and furnish supplies, labor, etc.

Copy of proffer and paper
227 plate 10



◀ — Shaft.
|||| — Dumps

1. We propose to reach ore body by lowering haulage cut by 25 ft.

1. Water surface at mean low water
by measuring drainage out by 25 ft.

▲ – Well
//// – Pump

COPY

Recorded at Golden, Colo. 2:20 P.M., July 23, 1951, Robert W. Newton, Recorder.
Mining lease, Book 727, Page 527 Number 307278.

THIS AGREEMENT OF LEASE, Made and entered into this 7th. day of July, 1951, by and between David N. Bigger and Jennie Orin, herein after called the Lessors and Bob Tusing, L.L. Erickson, and Ben Waltz, hereinafter called Lessees.

WITNESSETH. that the said Lessors for and in consideration of the rents, royalties, covenants and agreements hereinafter expressed to be paid, kept and performed by the said lessees, have leased, let and demised and by these presents do lease, let and demise unto the said lessees, the following described mining property and premises containing 160 acres to-wit:

The Bigger pegmatite mine known as the Switzer Lode, Survey number 6149 in Section 3, Township 6 South of Range 70 west of the 6th. Principal Meridan, Jefferson County, Colorado.

To have and to hold the above described premises for the purpose of mining for a period of ten(10) years from the date hereof, unless sooner forfeited or terminated through the violation of any of the covenants or conditions herein contained, with full power to sublet the whole or any part of said premises, and to have the right to cut back timber on the premises as is needed for mine props or other mining needs.

The said lessee in consideration of premises, covenants, contracts and agrees with said lessors;

(1) To enter upon said premises and to work the same in a manner necessary to good and economical mining so as to recover the greatest possible amount of commerical ore, with due regard to the development and preservation of the premises as a workable mining property and to the covenants herein contained.

(2) To allow the lessors or their agents to enter upon any part of said premises for the purpose of inspection or the making of surveys and to render to said parties proper assistance in so doing.

(3) To work the said mine as continuously as the weather, markets or other uncontrolable factors will permit and to perform a minimum of at least 120 days of work per year during the life of this lease.

(4) The lessees shall, and hereby do assume all responsibility in case of accidents to any employee of said lessees during the life of this lease and to let no liens to be filed against the premises for any obligations incurred by them.

(5) The lessees shall pay 50 cents per ton all Mica produced, 25 cents per ton on all Feldspar produced and 10% of the net value of all other ores produced and marketed, the net value to be the selling price.

(6) Upon the lessees giving written notice of their intention to quit mining operations to the lessors, lessees shall have thirty days from the date of written notice to remove their personal property and equipment.

(7) Upon the violation of any covenants or conditions herein contained the lessors shall have the option and right to declare this lease terminated upon thirty days notice in writting and the lessors or their agents may thereafter enter upon said premises and any persons found occupying the same shall be deemed guilty of unlawful use.

Time is the essence of this agreement and the covenants and conditions herein contained shall be binding upon the heirs or the executors of all the parties hereto.

In Witness Whereof, the parties hereto have hereunto subscribed their names the year and day first above written.

For Lessees
Bob Tusing
L.L. Erickson
Ben Waltz

For Lessors
David N. Biggar
Jennie Orin

End of copy of lease.

Note added: Kenneth R. Hewitt has replaced Bob Tusing as a partner. Owner has be consulted about the lease agreement and has been agreeably to the action. And arrangements of it at this time.

[illegible] Henderson, Reporter.

[illegible] Chapter [illegible]

[illegible] dance and [illegible] June [illegible] day of July, [illegible] by the [illegible] and [illegible] [illegible] other [illegible] the [illegible] and the [illegible] [illegible] [illegible] [illegible].

[illegible] the said [illegible] for [illegible] of the [illegible] [illegible] [illegible]

DMEA Form 18
Feb. 58

DEFENSE MINERALS EXPLORATION ADMINISTRATION

ANALYSIS OF SEMIANNUAL REPORT OF CERTIFIED PROJECT

Prepare in duplicate. File original in Official Docket. Send copy

To: Statistics Branch (Code 210)

From: Division of Nonmetallic Minerals

Report Period 6/1/57 - 1/1/58

DMEA No.	Operator	Contract No.
2712	Waltz & Hewitt	Idm-E532

ORE ESTIMATES	Beryl	Scrap Mica (Tons)	Feldspar (Tons)	Analysis	
DMEA	28	340	7000	7368	184,858
Operator to date	0	0	0		
Total	28	340	7000		
Production to date	1.5	70	157	Total value	$3,803 (1)
Ore in ground	26.5	270	6843	Total value	$3,803 (1)

INVESTMENT

Type	Size		Feet	Cost
Shafts				
Winzes				
Drifts and Crosscuts				
Raises				
Drilling	Type			
Rehabilitation	Description			

FACILITIES

Mine Plant		
Mill		
Roads		

REMARKS

(1) Includes ----------(1)
187.25# Columbium Tantalum @ $1.59
355.8# Bismuthinite @ $0.96

Beryl $500
Feldspar $5.226/ton.
Scrap Mica $21.40/st.

Prepared by Lawrence G. Houk Date

31398

$6,645	$7,384	$6,645	

ANALYSIS

ORE	DMEA	OPERATOR	TOTAL	PRODUCTION	AVAILABLE
MINERAL					
Beryl	28 tons		28 t	1 t	27 t
Scrap Mica	340 "		340 "	70 "	270 "
Feldspar	7,000 "		7,000 "	157 "	6,843 "

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
	Fumich	500
8/19	Talbert	800
"	Cardeane	120
8/19	Johnson	110
"	Fumich	100
		220

AUG 1 9 1963

Mr. David L. Biggar
E. Lakeshore
Bigfork, Montana

Re: DMEA-2712 (Beryl)
Waltz and Hewitt
Biggar Mine
Jefferson County, Colorado
Contract Idm-E532

Dear Mr. Biggar:

Thank you for returning the completed MME Form 63's mailed to you on June 12, 1963.

Enclosed is a self-explanatory letter of today to the Operator under the subject contract.

Sincerely yours,

George Fumich, Jr. (glr)

Director

Enclosure

MMerrithew/mm
8/16/63
cc: Director's Reading File
Region III
Docket
Code 500

8623

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Building 20 - Federal Center
Denver 25, Colorado

OFFICIAL FILE COPY
RECEIVED AUG 14 1963

DATE	INITIALS	CODE
8/14	[illegible]	800
		500
		220

Memorandum

To: George C. Selfridge, Chief
Division of Field Operations, OME
Washington 25, D. C.

From: Acting Field Officer, OME, Region III

Subject: DMEA-2712 (Beryl)
Contract Idm-E532
Waltz and Hewitt
(Biggar Mine)
Jefferson County, Collorado

Attached is a note from Mr. Olmstead who had the last lease on the subject property.

Ben Waltz and Kenneth R. Hewitt, the original Operators, were on relief in Jefferson County all the time they were working the subject property and I believe that this property has never been operated at a profit.

When Mr. Griswold receives a reply to his letter dated July 29, 1963, to William J. Smith, I recommend that the file be closed on this contract.

Hugh M. Connors

Hugh M. Connors

Attachment

①

HMC

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Building 20 - Federal Center
Denver 25, Colorado

July 23, 1963

Mr. Fred H. Olmstead
5347 South Lakeview Street
Littleton, Colorado

OME
DEPARTMENT OF THE INTERIOR
AUG 12 1963
REGION III
DENVER, COLORADO

Re: DMEA 2712 (Beryl)
Contract Idm-E532
(Biggar Mine)
Jefferson County, Colorado

Dear Mr. Olmstead:

Will you please advise if you have had any production from the Biggar Mine since you started work there? Also, will you please advise if you are still working the property?

Your immediate reply will be appreciated.

Sincerely yours,

Hugh M. Connors

Hugh M. Connors
Acting Field Officer, OME
Region III

No production from the Biggar Mine.
I am not working the property this year.

Fred H. Olmstead
East Lake Shore
Bergfork Montana.

Mr Selfridge

Griswold

Docket 2712

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

JUL 29 1963

Mr. William J. Smith
Taylor & Smith
3996 South Broadway
Englewood, Colorado

Re: DMEA-2712 (Beryl)
Waltz and Hewitt
Biggar Mine
Jefferson County, Colorado
Contract Idm-E532

Dear Mr. Smith:

In a letter dated November 13, 1958, you were kind enough to bring us up to date concerning the referenced property. Could you now give us production data for the period January 9, 1962, through May 25, 1963? We would then be able to release the Government lien against any future production from the property in question. We would appreciate any information which you might be able to give us.

Sincerely yours,

W R Griswold

W. R. Griswold, Chief
Division of Minerals

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

OFFICIAL BUSINESS

RETURNED TO WRITER

REASON CHECKED
Unclaimed ____ Refused ____
Unknown ____
Insufficient address ____
Moved, Left no address ____
No such post office in state ____
Do not remail in this envelope

POSTAGE AND FEES PAID
U. S. DEPARTMENT OF THE INTERIOR

Mr. William J. Smith
Taylor & Smith
3996 South Broadway
Englewood, Colorado

No Such #

242

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

June 12, 1963

OFFICIAL FILE COPY
O. M. E
RECEIVE AUG 10 1963

DATE	INITIALS	CODE
8/12		800
8/12		100
8/12		~~100~~
		500
		200
		220

Re: DMEA-2712 (Beryl)
Waltz and Hewitt
Biggar Mine
Jefferson County, Colorado
Contract Idm-E532

Mr. David L. Biggar
2151 Fair Circle
Littleton, Colorado

Dear Mr. Biggar:

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,

F M Murphy

F. M. Murphy, Acting Chief
Division of Minerals

MME Form 63
Revised 3-62

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

From January 1, 1962, to May 25, 1963,

1. ~~Since~~ , 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 ☒

From January 1, 1962, to May 25, 1963,

2. ~~Since~~ , 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 David L. Bigger Title

Address Bigfork Mont. Date

Mr Selfridge

one copy retained in Reg III Hme.

4512

MME Form 63
Revised 3-62

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. ~~Since~~ **From January 1, 1962, to May 25, 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~~ **From January 1, 1962, to May 25, 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 David A. Bigger Title

Address Bigfork, Mont. Date

4512

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

June 12, 1963

Re: DMEA-2712 (Beryl)
Waltz and Hewitt
Biggar Mine
Jefferson County, Colorado
Contract Idm-E532

Mr. David L. Biggar
2151 Fair Circle
Littleton, Colorado

Dear Mr. Biggar:

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.

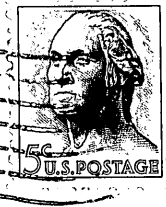
Sincerely yours,

s/F. M. Murphy

F. M. Murphy, Acting Chief
Division of Minerals

D. L. Biggar
E Lakeshore
Bigfork, Montana

BIGFORK
AUG 6
3 PM
1963
MONT.



U.S. Dept of Interior
Bldg 20 - Federal Center
Denver 25, Colorado

attn: Hugh Connors

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUL 25 1963

DATE	INITIALS	
7/25		800
		500
July 23, 1963		
		230

Building 20 - Federal Center
Denver 25, Colorado

Mr. David Biggar
2151 Fair Circle
Littleton, Colorado

Re: DMEA 2712 (Beryl)
Contract Idm-E532
(Biggar Mine)
Jefferson County, Colorado

Dear Mr. Biggar:

Will you please advise if there has been any production of ore from the Biggar Mine at any time since Mr. Fred Olmstead started to operate the property?

Will you also please advise if the property is being worked this summer?

Your immediate reply will be appreciated.

Sincerely yours,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

cc Chief, Division of Field Operations, OME
Royalty Corres Idm-E532
Chron
HMC/lm

Building 20 - Federal Center
Denver 25, Colorado

OFFICIAL FILE COPY
O. M. E
RECEIVED JUL 25 1963

DATE	INITIALS	
		250

July 23, 1963

Mr. Fred H. Olmstead
5347 South Lakeview Street
Littleton, Colorado

Re: IMRA 2712 (Beryl)
Contract Idm-E532
(Biggar Mine)
Jefferson County, Colorado

Dear Mr. Olmstead:

Will you please advise if you have had any production from the Biggar Mine since you started work there? Also, will you please advise if you are still working the property?

Your immediate reply will be appreciated.

Sincerely yours,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

cc Chief, Division of Field Operations, OME
Royalty Corres. Idm-E532
Chron
HMC/lm

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
7/29	GB	~~220~~
		~~[illegible]~~

JUL 29 1963

Mr. William J. Smith
Taylor & Smith
3996 South Broadway
Englewood, Colorado

Re: DMEA-2712 (Beryl)
Waltz and Hewitt
Biggar Mine
Jefferson County, Colorado
Contract Idm-E532

Dear Mr. Smith:

In a letter dated November 13, 1958, you were kind enough to bring us up to date concerning the referenced property. Could you now give us production data for the period January 9, 1962, through May 25, 1963? We would then be able to release the Government lien against any future production from the property in question. We would appreciate any information which you might be able to give us.

Sincerely yours,

W. R. Griswold, Chief
Division of Minerals

WRGriswold/ama 7-26-63

cc:
Docket
Director's Reading File
Region III

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
7/26	Gerwell	500
		220

July 26, 1962

Memorandum to the file

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

Subject: DMEA-2712 (Beryl)
Waltz and Hewitt
Bigger Mine
Jefferson County, Colorado
Contract Idm-E532

Form 22, Check Sheet, by Connors, January 9, 1962, accepted in lieu of Form 63.

43683

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON 25, D. C.

IN REPLY REFER TO:

6-4

May 31, 1962

Memorandum

To: Director, Office of Minerals Exploration

From: Associate Solicitor, Division of Mineral Resources

Subject: DMEA-2712 (Beryl)
Waltz and Hewitt
Biggar Mine
Jefferson County, Colorado
Contract Idm-E532

Your memorandum of January 25, 1962, referring to the subject contract, asks whether there is an "abandonment" as that word is used in Article 7 of Form MF-200(A) (February, 1952), where the Operator's lease of the land subject to the contract is terminated by court order for violation of the terms and conditions of the lease.

Article 7 provides in part that the Operator "shall not make any voluntary nor permit any involuntary transfer or conveyance" of his rights in the land subject to the contract without suitably providing for preservation of the Government's rights to royalties and lien for the payments thereof. If the Operator should make or permit any transfer or conveyance without such a provision, Article 7 provides that he shall remain liable for the s ame amounts, at the same times, as would have been paid as percentage royalties. Article 7 also provides that the "mere failure" of the Operator to maintain his rights in the land, without consideration other than relief from the costs of maintaining such rights "(as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option)," "coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of" the contract, "shall not constitute such a transfer or conveyance."

As applied to leases, the term "abandonment" is generally held to consist of a voluntary, intentional relinquishment by the leasee of his rights under a lease, without an intention to resume them. See, e. g., Thacker v. Flottman (Mo. App.), 25 S.W. (2d) 580; Moore v. Northwest Fabricators, Inc.,

51 Wash. (2d) 26, 314 P. (2d) 941; Pure Oil Co. v. Sturm, 43 Ohio App. 105, 182 N.E. 895. Abandonment of a mineral lease has been held to consist of a surrender of the property, coupled with an intention to relinquish the lease, and is a matter to be determined in each case upon all the surrounding facts and circumstances, Browning v. Cavanaugh (Ky.) 25 S.W. (2d) 580. A forfeiture of a lease has been held not to be an abandonment, because it is an enforced release and does not depend upon an intention to release the property. Blackwell Oil & Gas Co. v. Whited, 81 Okla. 45, 196 P. (2d) 688. So, also, a tenant surrendering the premises pursuant to a notice of forfeiture terminating a lease does not "abandon" the premises. Becker v. Moore, 228 Iowa 533, 293 N.W. 18.

Your file of the subject contract indicates that David N. Biggar and Jennie Orin leased the land subject to the contract to Bob Tusing, L. L. Erickson, and Ben Waltz, the latter being one of his Operators under the contract. We do not know what happened to the interests of Tusing and Erickson, but the attorneys for the mineral owners of the property wrote on September 22, 1958, that they were seeking to remove Waltz from the property for violation of the terms, covenants and conditions of the lease. The attorneys again wrote on November 13, 1958, that Waltz "has been ousted from possession of the mine property under decision rendered" in a local Justice of the Peace court. Waltz himself wrote a letter received in your office on November 14, 1958, that "a recent court decision" had ordered him to surrender the lease.

These facts, viewed in the light of the decisions cited above, indicate that Waltz did not voluntarily relinquish his rights under the lease from Biggar and Orin, and therefore did not "abandon" them within the meaning of Article 7 of the contract.

C. Stuart Brown

C. Stuart Brown

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON 25, D. C.

May 31, 1962

Memorandum

To: Director, Office of Minerals Exploration

From: Associate Solicitor, Division of Mineral Resources

Subject: [redacted]A-2712 (Beryl)
Waltz and Hewitt
Biggar Mine
Jefferson County, Colorado
Contract Idm-[redacted]532

Your memorandum of January 25, 1962, referring to the subject contract, asks whether there is an "abandonment" as that word is used in Article 7 of Form MF-200(A) (February, 1952), where the Operator's lease of the land subject to the contract is terminated by court order for violation of the terms and conditions of the lease.

Article 7 provides in part that the Operator "shall not make any voluntary nor permit any involuntary transfer or conveyance" of his rights in the land subject to the contract without suitably providing for preservation of the Government's rights to royalties and lien for the payments thereof. If the Operator should make or permit any transfer or conveyance without such a provision, Article 7 provides that he shall remain liable for the s ame amounts, at the same times, as would have been paid as percentage royalties. Article 7 also provides that the "mere failure" of the Operator to maintain his rights in the land, without consideration other than relief from the costs of maintaining such rights "(as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option)," "coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of" the contract, "shall not constitute such a transfer or conveyance."

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51 Wash. (2d) 26, 314 P. (2d) 941; Pure Oil Co. v. Sturm, 43 Ohio App. 105, 182 N.E. 895. Abandonment of a mineral lease has been held to consist of a surrender of the property, coupled with an intention to relinquish the lease, and is a matter to be determined in each case upon all the surrounding facts and circumstances, Browning v. Cavanaugh (Ky.) 25 S.W. (2d) 580. A forfeiture of a lease has been held not to be an abandonment, because it is an enforced release and does not depend upon an intention to release the property. Blackwell Oil & Gas Co. v. Whited, 81 Okla. 45, 196 P. (2d) 688. So, also, a tenant surrendering the premises pursuant to a notice of forfeiture terminating a lease does not "abandon" the premises. Becker v. Moore, 228 Iowa 533, 293 N.W. 18.

Your file of the subject contract indicates that David N. Biggar and Jennie Orin leased the land subject to the contract to Bob Tusing, L. L. Erickson, and Ben Waltz, the latter being one of his Operators under the contract. We do not know what happened to the interests of Tusing and Erickson, but the attorneys for the mineral owners of the property wrote on September 22, 1958, that they were seeking to remove Waltz from the property for violation of the terms, covenants and conditions of the lease. The attorneys again wrote on November 13, 1958, that Waltz "has been ousted from possession of the mine property under decision rendered" in a local Justice of the Peace court. Waltz himself wrote a letter received in your office on November 14, 1958, that "a recent court decision" had ordered him to surrender the lease.

These facts, viewed in the light of the decisions cited above, indicate that Waltz did not voluntarily relinquish his rights under the lease from Biggar and Orin, and therefore did not "abandon" them within the meaning of Article 7 of the contract.

C. STUART BROWN

C. Stuart Brown

Building 20 - Federal Center
Denver 25, Colorado

OFFICIAL FILE COPY
O M E
RECEIVED JAN 29 1962
DATE | INITIALS
1/29 | gfa | 500
220

January 26, 1962

Memorandum

To: Fiscal Section, Division of Administrative Services
Office of the Secretary, Department of the Interior
Washington 25, D. C.

From: Acting Field Officer, OME, Region III

Subject: DMEA-2712 (Beryl)
Contract Idm-E532
Waltz and Hewitt
(Switzer Lode Mining Claim - Biggar Mine)
Jefferson County, Colorado

Attached is the original Report of Royalty Review on the subject property dated January 12, 1962 covering the period July 30, 1959, through January 9, 1962.

Original signed by

Hugh M. Connors

Attachment

HMC/lm
cc Chief, Division of Field Operations, OME
E. D. Talbert, Acting Chief
Contract Administration and Audit Division
Royalty Corres E532
Chron

MME Form 7
(10-58)

OFFICIAL FILE
Surname

JAN 25 1962

Memorandum

To: Associate Solicitor, Division of Mineral Resources

From: Director, Office of Minerals Exploration

Subject: DMEA-2712 (Beryl)
Waltz and Hewitt
Biggar Mine
Jefferson County, Colorado
Contract Idm-E532

The subject contract is written on MF-200(A) (February 1952) form from which the so-called "abandonment" provision of Article 7 has not been deleted. The landowners signed an Owner's Consent to Lien. The project was certified on August 25, 1954.

On September 18, 1958, Taylor & Smith, Attorneys at Law, notified DMEA that they were to represent the landowners and aid them in removing the operator from the property for violation of the terms, covenants, and conditions of the lease. In the same letter they stated, "We realize that the lien attaches to any recovery from this mine until 1963 but desire to give you this information for your records." At the present time we (OME) cannot recall a specific case, if any, where the lessee thought that the Consents to Lien were not valid under this type of contract based upon abandonment by the operator.

In an undated letter received in November 1958, the operator notified the Field Team that a Court decision had ordered him to surrender the lease on the subject property. This action was confirmed in a letter of November 13, 1958, from Taylor & Smith, Attorneys, to the Field Team.

Correspondence of May 11 and May 25, 1960, to Mr. Ralph Lomen under Docket DMEA 842, Zenda Gold Mining Company, written on the same contract form, sets forth the Government's position that foreclosure of a mortgage did not constitute "abandonment" within the provisions of the exploration project contract.

43683

Would the Court action taken in the subject case constitute "abandonment" under the provisions of the contract?

George Fumich, Jr.

Director

GCSelfridge/hb
1/25/62
cc: Docket DMEA-2712
Director's Reading File
CA & A Division
Code 500
G.C.Selfridge

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
		220

JAN 22 1962

Memorandum

To: Acting Field Officer, Region III

From: E. D. Talbert, Acting Chief (Signed) E. D. Talbert
Contract Administration and Audit Division

Subject: DMEA-2712 (Beryl)
Walts and Hewitt
Switzer Lode Mining Claim (Biggar Mine)
Jefferson County, Colorado
Contract Idm-E532

The original and one copy of a Report of Royalty Review covering the subject contract are enclosed. If you concur in the facts stated therein, please make the following distribution:

(a) Original to the Fiscal Section, Division of Administrative Services, Office of the Secretary, Department of the Interior, Washington 25, D. C.; and

(b) One copy for your files.

This Report of Royalty Review is made for record purposes only; therefore, no copy for the Operator is provided.

As evidence of your concurrence, a copy of your memorandum transmitting the original report to the Fiscal Section should be furnished this Division. If for any reason you do not concur, both copies of the report should be returned to this Division with your comments.

Enclosures

EDTalbert/ama 1-22-62

cc:
Docket
Director's Reading File
CA & A Division
Mr. Rothrock

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
1/8	Talbert	800
1/8	[illegible]	500
	[illegible]	500
1/9	[illegible]	130
1/10	Johnson	110
1/10	Turnock	100
		220

Insured

JAN 10 1962

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Field Operations

Subject: DMEA-2712 (Beryl)
Waltz and Hewitt
Biggar Mine
Jefferson County, Colorado
Contract Idm-8532

The Washington files contain copies of inquiries regarding the subject contract addressed by you under dates of June 1, 1961, and October 30, 1961, to David (L.) Biggar at 560 Weber Court and 2151 Fair Circle, Littleton, Colorado. As we have received no copies of replies, it is assumed that Mr. Biggar did not reply to you.

It is suggested that a follow-up be made by certified mail with return receipt requested. Furthermore, an inquiry addressed to Taylor & Smith, Attorneys at Law, 3966 South Broadway, Englewood, Colorado, may be appropriate. The firm appears to have represented the original landowner (David N. Biggar), the estate, and the heirs. In a September 18, 1958, letter the firm gave recognition to the Government's lien on the property.

The Contract Administration and Audit Division desires to complete a Report of Royalty Review on the contract. This, however, cannot be done until the MME Form 22 requested on October 24 is submitted by you after determination of the status of the property.

/s/ George C. Selfridge

EDTalbert/ama 1-8-62

cc:
Docket
Director's Reading File
CA & A Division
Review Committee

43683

Building 20 - Federal Center
Denver 25, Colorado

January 9, 1962

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

DATE	INI	
1/12	[illegible]	500
"	[illegible]	500
	Hoet	
		220

Mr. Fred H. Olmstead
5347 So. Lakeview Street
Littleton, Colorado

Re: DMEA-2712 (Beryl)
Contract Idm E532
Waltz and Hewitt
(Biggar Mine)
Jefferson County, Colorado

Dear Mr. Olmstead:

Thank you for your letter of January 8, 1962.

Will you please forward this office a copy of the agreement you have which allows you to mine and remove ore from the captioned property.

If it is inconvenient for you to make a copy of the agreement, I will be glad to make a copy of the one you have and return your copy to you.

Yours very truly,

(Original signed by)

Hugh M. Connors
Acting Field Officer, OME
Region III

HMC/lm
cc Chief, Division of Field Operations, OME
E532
Chron

Hmc

January 8, 1962

Mr. Hugh M. Connors
Area Field Officer, OME
Denver

Re: Docket DMF H 2712 (Bergh)
Contract Tdm E 532
(Beggar mine)
Jefferson County, Colorado

Dear Mr. Connors:

This to advise you I have been working the Beggar mine since January 1, 1961.

There hasn't been any production of ore in the last year. I intend to work mine this year also.

Yours very truly
Fred H. Olmstead
5347 So Lakeview St
Littleton Colorado

OME

W O (2)

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 2 1961

DATE	INITIALS	CODE
11/2	[illegible]	700
"	[illegible]	700
11/3	[illegible]	700
		220

Building 20 - Federal Center
Denver 25, Colorado

October 30, 1961

Mr. David Biggar
2151 Fair Circle
Littleton, Colorado

Re: Docket DMRA 2712 (Beryl)
Contract I&m E532
(Biggar mine)
Jefferson County, Colorado

Ben Wally, et al

Dear Mr. Biggar:

Will you please advise if there has been any production of ore from the Biggar mine at any time during the past year?

This information is necessary at this time so that a Report of Royalty Review on the captioned contract can be completed.

Yours very truly,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

HMC/lm
cc Chief, Division of Field Operations, OME
Royalty Corres E532
Chron

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
		220

OCT 24 1961

Memorandum

To: Acting Field Officer, Region III

From: E. D. Talbert, Acting Chief (Signed) E. D. Talbert
Contract Administration and Audit Division

Subject: DMEA-2712 (Beryl)
Waltz and Hewitt
Biggar Mine
Jefferson County, Colorado
Contract Idm-E532

This Division is preparing a Report of Royalty Review on the subject contract. Accordingly, your submission of an original and one copy of MME Form 22, Check Sheet of Examining Engineer, will be appreciated.

It appears that this project has been inactive since late 1960. If this is so, please make an appropriate statement under item 8 of MME Form 22.

EDTalbert/ama
October 24, 1961

Copy to: Docket
Director's Reading File
CA & A Division

43683

Building 20 - Federal Center
Denver 25, Colorado

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUN 5 1961

DATE	INITIALS	CODE
6/5	gad	470
6/5	[illegible]	800
"	~~[illegible]~~ S.H.H.	500
		220

June 1, 1961

Mr. David Biggar
560 Weber Court
Littleton, Colorado

Re: Docket DMEA 2712 (Beryl)
Contract Idm E532
(Biggar mine)
Jefferson County, Colorado

Walty and Hewitt

Dear Mr. Biggar:

Will you please advise if you plan to operate the captioned property again this summer.

Yours very truly,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

HMC/lm
cc Chief, Division of Field Operations, OME
Royalty Corres E532
Chron

OFFICIAL FILE COPY
O. M. E
RECEIVED MAR 20 1961

DATE	INITIALS	CODE
3/20	gad	VVO
3/20	[illegible]	800
3/20	[illegible]	500
		220

Building 20 - Federal Center
Denver 25, Colorado

March 15, 1961

Mr. David Biggar
590 Weber Court
Littleton, Colorado

Ben Ebaltz, etal

Re: Docket DMEA 2712 (Beryl)
Contract Idm E532
(Biggar Mine)
Jefferson County, Colorado

Dear Mr. Biggar:

Thank you for your letter of March 12, 1961 regarding the shipment of ore from the Biggar Mine.

If you plan to operate the property again this summer, will you please advise.

Yours very truly,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

HMC/lm
cc Chief, Division of Field Operations, OME
with copies (2) of Operator's letter
Royalty Corres E532
Chron

OFFICIAL FILE COPY
O. M. E
RECEIVED MAR 20 1961

DATE	INITIALS	CODE

March 12, 1961

UNITED STATES DEPARTMENT OF INTERIOR
Building 20 - Federal Center
Denver 25, Colorado

RE: Docket DMEA
2712 (Beryl)
Contract Idm-E532
(Biggar Mine)
Jefferson Co., Colo

Attention: Mr. Hugh Connors
Acting Field Officer, OME
Region III

Dear Mr. Connors:

In answer to your letter of February 13, 1961, in regard to the shipment of ore from the Biggar Mine.

We sold 705 pounds of beryl crystals @ $.25 a pound to Mineral Concentrates & Chemical Company, Inc. Loveland, Colo., on October 27, 1960 - (total $176.25)

We paid U.S. Department of Interior $8.81 on November 11, 1960.

Yours truly,

David L. Biggar

David L. Biggar
560 Weber Court
Littleton, Colorado

OME
DEPARTMENT OF THE INTERIOR
MAR 14 1961
REGION III
DENVER, COLORADO

Building 20 - Federal Center
Denver 25, Colorado

February 13, 1961

OFFICIAL FILE COPY
O. M. E.
RECEIVED FEB 15 1961

DATE		
2/15	coe	210
2/15	[illegible]	800
2/15	~~Hoff~~	~~500~~
		220

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David Biggar
590 Weber Court
Littleton, Colorado

Re: Docket DMEA 2712 (Beryl)
Contract Idm-E532
(Biggar Mine)
Jefferson County, Colorado

Dear Mr. Biggar:

A review of our file on the captioned project indicates that you and Fred Olmstead were operating the Biggar Mine. Will you please advise if you have shipped any ore from the property.

Yours very truly,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

HMC/lm
cc Chief, Division of Field Operations, OME
Royalty Corres. E532
Chron

E-532

Oct 26 '60

Recd of Fred Olmsted
for David L. Bigger
705 lbs Beryl crystals
@ 25¢/lb = $176.25

Mineroom
by T.R.V.

8 81

352.5
2 705

2.5

OMEA-V712

By ENDORSEMENT THIS CHECK WHEN PAID IS ACCEPTED IN FULL PAYMENT OF THE FOLLOWING ACCOUNT

DATE		AMOUNT	
705 lbs crystals @ .25¢/lb		176	25
TOTAL OF INVOICES			
LESS % DISCOUNT			
LESS			
TOTAL DEDUCTIONS			
AMOUNT OF CHECK			

IF INCORRECT PLEASE RETURN. NO RECEIPT NECESSARY.

MINERAL CONCENTRATES & CHEMICAL COMPANY, INC.
1430 FIRST NATIONAL BANK BUILDING
DENVER, COLORADO

2651

23-53
1020

10-27 19 60

PAY TO THE ORDER OF David L. Bigger $176 25

EXACTLY ONE HUNDRED SEVENTY-SIX AND 25 CTS DOLLARS

THE CENTRAL BANK AND TRUST COMPANY
DENVER, COLORADO

MINERAL CONCENTRATES & CHEMICAL COMPANY, INC.
Fremont Meyer
L. B. Dates, Controller

⑆1020⑈0053⑆ 024⑈465⑈

WALCAV HT. BANK NOTE CO. F

E 5321

Oct 26 '60

Recd of Fred Olmsted
for David L. Riggar
705 lbs Beryl crystals
@ .25¢/lb = $176.25

Mr. Wilson
by F.E.J.

8 8!

BY ENDORSEMENT THIS CHECK WHEN PAID IS ACCEPTED IN FULL PAYMENT OF THE FOLLOWING ACCOUNT

DATE		AMOUNT	
705 lbs crystals @ .25¢/lb		176	25
TOTAL OF INVOICES			
LESS % DISCOUNT			
LESS			
TOTAL DEDUCTIONS			
AMOUNT OF CHECK			

IF INCORRECT PLEASE RETURN NO RECEIPT NECESSARY

MINERAL CONCENTRATES & CHEMICAL COMPANY, INC.
1430 FIRST NATIONAL BANK BUILDING
DENVER, COLORADO

2651

23-53
1020

DAY TO THE ORDER OF David L. Riggar 10-27 1960 $176 25

EXACTLY ⑆176 25 CTS DOLLARS

THE CENTRAL BANK AND TRUST COMPANY
DENVER, COLORADO

MINERAL CONCENTRATES & CHEMICAL COMPANY, INC.
Raymond Meyer
L. B. Bates, Controller

⑆1020⑈0053⑆ 024⑈465⑈

UNITED STATES
DEPARTMENT OF THE INTERIOR
Office of Minerals Exploration
224 New Customhouse
Denver 2, Colorado
April 1, 1959

OFFICIAL FILE COPY
O. M. E.
RECEIVED APR 3 1959

DATE	INITIALS	CODE
4-3	C	
"	JH	220
4/6	EEB	110
	Hoult	800
		600

Memorandum

To: Chairman, Operating Committee, OME

From: Executive Officer, OME Field Team, Region III

Subject: Semiannual Report of Certified Project for the period July 1, 1958 through December 31, 1958

DMEA Docket 2712 (Beryl, feldspar, mica, bismuthinite, Cb-Ta)
Contract Idm-E 532 (Biggar mine)
Ben Waltz, Jefferson County, Colorado

Enclosed are the original and three copies of the subject report prepared in conformance with instructions contained in memorandum of January 6, 1956 from this office, Memorandum 29, and Special Notice in Minutes of Operating Committee Meeting No. 692.

J. W. Townsend

Enclosures
HMC/ff

cc: Semiannual Report File Idm-E 532
Harshman
Belser
Chron.

Semiannual Report of Certified Projects

Reporting Period July 1, 1958 through December 31, 1958

Docket and Contract Number DMEA 2712, Idm-E532

Operator Ben Waltz

Commodity Beryl, Feldspar, Mica, Bismuthinite, Cb-Ta

Mine Name Biggar Mine

County and State Jefferson - Colo

Date of Contract May 5, 1953 25 CAAD

Date of Certification August 25, 1954

Expiration Date of Royalty Payments May 5, 1963 25 CAAD

Date of Examination for this Report February 25, 1959

Total Amount of Contract $ 7,383.75

Total Expenditures under Contract $ 7,383.75

Amount of Government Participation at 90 % $ 6,645.38

Royalty Payments this Period $ 1.96

Previous Royalty Payments $ 161.14

Total Royalty Payments to Date $ 163.10

% Loan Repayment Completed 2.45%

Amount of Royalty Due None

Royalty Remarks

	Tons	Analysis
Original Estimate of DMEA Reserve (Field Team Final Report) Mines ☐ Survey ☐ Joint ☒	(Beryl	27.5 tons
	Mica	275 tons
	Feldspar)	5500 tons
Revised Estimate of DMEA Reserves (Field Team) Mines ☐ Survey ☐ Joint ☐		
Increase of Reserves by work performed subsequent to DMEA project work		
Production DMEA ore (This period) (9 lbs. Cb-Ta		
(~~Previous~~) 35 lbs. Beryl		
(To Date)----(2000 lbs. Mica		
" Operator's ore (~~This period~~) Mica lbs. 138,093.0		
found subsequent (~~Previous~~) Cb-Ta lbs. 196.25		
to DMEA work (~~To Date~~) (Bi lbs. 255.8		
(Be lbs. 3,194.0		
(Feldspar lbs. 314,730.0		
Percent Revised Reserves Mined _____		

(For Uranium Ores Only)

Initial Production Bonus:

Status of Operator: Ineligible ☐ Applied for ☐ Rec'ing pmt ☐ Paid up ☐

Pounds U_3O_8 produced this period eligible for Bonus _____

Amount of Bonus paid to Operator this period $_____

Total pounds U_3O_8 produced to date eligible for Bonus _____

Total amount of Bonus paid to Operator to date $_____

Bonus Royalty Paid $_____

Bonus Royalty Due $_____

Investment Data

Shafts			Winzes			Drifts & Crosscuts		
Size	Feet	Cost	Size	Feet	Cost	Size	Feet	Cost
			None					

Raises			Drilling			Rehabilitation	
Size	Feet	Cost	Type & Size	Feet	Cost	Description	Cost

Facilities

Mine Plant		Mill		Roads	
Description	Cost	Description	Cost	Description	Cost

Remarks

Amelia Biggar, executrix of the Biggar estate, reports that no work has been done in the past five months but that her son expects to work the property when the weather moderates.

Signed Carl Balsen (Engineer)

OFFICIAL FILE COPY O. M. E. RECEIVED OCT 16 1959		
DATE	INITIALS	CODE
10-16	gad	VVO
10-19	det	500
		225

U. S. DEPARTMENT OF THE INTERIOR
Office of Minerals Exploration
224 New Customhouse
Denver 2, Colorado

October 7, 1959

Memorandum

To: Chairman, Operating Committee, OME
From: Executive Officer, OME Field Team, Region III
Subject: Royalty Payments, Docket DMEA 2712 (Beryl), Contract No. Idm-E532, Ben Waltz and Kenneth Hewitt (Biggar Mine), Jefferson County, Colorado

Period: September 1959

Enclosed are settlement sheets for which royalty payments were received for ore or concentrates shipped from the subject property during the above month:

Date	Liq. No.	Dry Tons	Royalty Due	Royalty Paid	Bonus Roy. Due	Bonus Roy. Pd.
9/22/59						

Total Dry Pounds Shipped to Date

Mica - - - - -	138,093.00 ✓
Cb-Ta- - - - -	196.25 ✓
Bismuthinite -	355.80 ✓
Beryl- - - - -	3,194.00 ✓
Feldspar - - -	314,730.00 ✓

Totals:

Past Due Royalties Collected:

Total Dry Tons (Ore or Cons.) Shipped to Date: $1.29 as per audit of July 29, 1959

J. W. Townsend

cc: Royalty File E532 w/settlement sheets

OME
DEPARTMENT OF THE INTERIOR
SEP 24 1959
REGION III
DENVER, COLORADO

September 21, 1959

U.S. Dept of Interior
Office of Minerals Exploration
Building 20 - Federal Center
Denver 25, Colorado

RE: Docket DMEA 2712
(Beryl)
Contract Ida-E532
(Biggar Mine)
Jefferson County, Colo

J. W. Townsend
Executive Officer
OME Field Team, Region III

Dear Sir:

Enclosed please find a check in the amount of one dollar and twenty nine cents ($1.29) which is due for royalty on the Biggar Mine.

Yours truly,
David L. Biggar
David L. Biggar

Per audit dated July 29, 1959

check 1019
9/1/59

E 532

Building 20 - Federal Center
Denver 25, Colorado

July 30, 1959

Mr. David Biggar
590 Weber Court
Littleton, Colorado

Re: Docket DMEA 2712 (Beryl)
Contract Idm-E532
(Biggar mine)
Jefferson County, Colorado

Nalty + Hewitt

Dear Mr. Biggar:

We understand that you and Fred Olmstead are operating the captioned property, and we are wondering if you have shipped any ore.

A royalty review is in process, and we will appreciate knowing your future plans regarding the property.

Very truly yours,

J. W. Townsend
Executive Officer
OME Field Team, Region III

HMC:jy

cc: Chm. Op. Comm. (2)
Roy. Corres. E532
Finch
Chron.

OFFICIAL FILE COPY
O. M. E.
RECEIVED AUG 3 1959

DATE	INITIALS	CODE
8-3	gad	200
8/4	[illegible]	800
"	[illegible]	500
		225

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 20 1958

DATE	INITIALS	CODE
11/20	C	220
"	[illegible]	800
[illegible]	[illegible]	600

OME
DEPARTMENT OF THE INTERIOR
NOV 10 1958
REGION III
OFFICE COLORADO

RECEIVED NOV 14 1958

DATE		
11/14	C	220
11/17	EW	800
11/18	Hand	600

IDME 532 Air Route
DMEA 27 Box 16 A
Morrison, Colo.

Mr. M. Travis

A recent court decision has ordered me to surrender the lease on the Bigger mine known as Switzer Lode.

This decision is in favor of Amelia Bigger executrix of the estate of the late David N. Bigger.

Thank you for your consideration.

Yours truly,
Benjamin West

Operator Now?

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

OFFICE OF MINERALS EXPLORATION
224 New Customhouse
Denver 2, Colorado

November 10, 1958

OFFICE FILE COPY
O. M. E.
RECEIVED NOV 14 1958

DATE	INITIALS	CODE

Mrs. Amelia Biggar,
Executrix of the Estate of the late
David N. Biggar
421 Ash Avenue
Littleton, Colorado

Dear Mrs. Biggar:

We have been advised that a court decision has terminated the lease held by Ben Waltz on the Switzer Lode, U. S. Survey 6149.

We are interested because of an exploration contract dated May 25, 1953 between the Government and a partnership consisting of Ben Waltz and Kenneth R. Hewitt.

Consents to Lien on the Switzer Lode were obtained from David N. Biggar, Jennie Orin and L. L. Erickson. In accordance with Article 6(c) of the contract which states "To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 (Switzer Lode), and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time (May 25, 1963), or is fully paid.

If it is true that the Ben Waltz lease has been surrendered, will you please advise. We should also appreciate being advised if and when any production is resumed from the property.

Very truly yours,
Original signed by
J. W. TOWNSEND

J. W. Townsend
Executive Officer
OME Field Team - Region III

~~HMG~~/ff

cc: Chmn. Op. Comm. (2)
Harshman
DMEA - DFC
Corres. File E532
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
224 New Customhouse
Denver 2, Colorado

October 24, 1958

OFFICIAL FILE COPY
O. M. E.
RECEIVED OCT 27 1958

DATE		
10/27	C	220
1		110
10/29		800
10/31	Hook	600

Memorandum

To: Chairman, Operating Committee, OME

From: Acting Executive Officer, OME Field Team, Region III

Subject: Semiannual Report of Certified Project for the Period January 1, 1958 to June 30, 1958
Docket No. DMEA 2712 (Beryl, Feldspar, Mica, Bismuthinite, Cb-Ta) Contract No. Idm-E532, Ben Waltz (Biggar Mine) Jefferson County, Colorado

Enclosed are the original and three copies of the subject report prepared in conformance with instructions contained in memorandum of January 6, 1956 from this office, Memorandum 29, and Special Notice in Minutes of Operating Committee Meeting No. 692.

E. N. Harshman

E. N. Harshman

Encls.

Semiannual Report of Certified Projects

Reporting Period January 1, 1958 to June 30, 1958

Docket and Contract Number DMEA 2712, Contract Idm-E532

Operator Ben Waltz

Commodity Beryl, feldspar, mica, bismuthinite, Cb-Ta

Mine Name Biggar Mine

County and State Jefferson County, Colorado

Date of Contract May 5, 1953

Date of Certification August 25, 1954

Expiration Date of Royalty Payments May 5, 1963

Date of Examination for this Report September 30, 1958

Total Amount of Contract $7,383.75

Total Expenditures under Contract $7,383.75

Amount of Government Participation at 90 % $6,645.38

Royalty Payments this Period $ 0.92

Previous Royalty Payments $160.22

Total Royalty Payments to Date $161.14

% Loan Repayment Completed 2.42

Amount of Royalty Due None

Royalty Remarks Ben Walts lives near junction of Indian Hills road with Turkey Creek Road, is separated from wife, works in Denver, and could not be contacted.

DMEA 2712 (Beryl, feldspar, mica, bismuthinite, Cb-Ta) Jan. 1 - June 30, 1958
Ben Waltz (Bigger Mine), Jefferson County, Colorado

	Tons	Analysis
Original Estimate of DMEA Reserves (Field Team Final Report) Mines [ ] Survey [ ] Joint [X]	(Beryl	27.5 tons
	(Mica	275 tons
Revised Estimate of DMEA Reserves (Field Team) Mines [ ] Survey [ ] Joint [ ]	(Feldspar	5500 tons
Increase of Reserves by work performed subsequent to DMEA project work		
Production DMEA {conc / ore} (This period)	(6# Cb-Ta	
(Previous)	(82# Beryl	
(To Date)	----Mica 136,693.0	
" Operator's {conc / ore} (This period)	Cb Ta 187.25	
(Previous)	Bi 255.8	
(To Date)	Be 3,159.0	
	F'spar 314,730.0	

Percent Revised Reserves Mined _____

(For Uranium Ores Only)

Initial Production Bonus:

Status Operator: Ineligible [ ] Not Applied [ ] Applied [ ] Rec'ing pmt [ ] Pd up [ ]

Pounds U_3O_8 produced this period eligible for Bonus _____

Amount of Bonus paid to Operator this period $ _____

Total pounds U_3O_8 produced to date eligible for Bonus _____

Total amount of Bonus paid to Operator to date $ _____

Bonus Royalty Paid $ _____

Bonus Royalty Due $ _____

Investment Data

Shafts Size	Shafts Feet	Shafts Cost	Winzes Size	Winzes Feet	Winzes Cost	Drifts & Crosscuts Size	Drifts & Crosscuts Feet	Drifts & Crosscuts Cost
				None				

Raises Size	Raises Feet	Raises Cost	Rehabilitation Description	Rehabilitation Cost	Type & Size	Drilling Feet	Drilling Cost
						None	

Facilities

Mine Plant Description	Mine Plant Cost	Mill Description	Mill Cost	Roads Description	Roads Cost

Remarks

Equipment is old and the Operator is under legal difficulties. Operator has not worked at property in several months but is working in Denver.

Signed Carl Belser (Engineer)

RALPH C. TAYLOR
WM. J. SMITH

TAYLOR & SMITH
ATTORNEYS AT LAW
3966 SOUTH BROADWAY
ENGLEWOOD, COLORADO

TELEPHONE:
SUNSET 9-1010

9-25 C 220
9/25 ava 600
Hoak

September 18, 1958

OME, Reg. III
SEP 22 1958

Department of Interior
Defense Mineral Exploration Department
New Customs House
Denver, Colorado

Re: Witter Lode Survey No. 6149
Jefferson County, Colorado

Gentlemen:

Please be advised that your records will show that you have entered into a contract with the lessee, Benjamin Waltz, and have advanced money for development purposes on the above caption.

This firm has been retained to represent the mineral owners of this property to aid in removing Mr. Waltz from the property for violation of the terms, covenants, and conditions of the lease and we desire to put you on notice that an action in Unlawful Detainer has been instituted in Justice of the Peace Court in Evergreen, Colorado and trial is tentatively set on September 29.

We realize that the lien attaches to any recovery from this mine until 1963 but desire to give you this information for your records.

Very sincerely yours,

TAYLOR & SMITH

by: Wm. J. Smith
Wm. J. Smith

WJS:ph

Copies To.
W.O. - (2)
OME - DFC
E 532 - Correspondence
E-532 - Royalty
Harshman

ORIGINAL FILE COPY
DMEA
RECEIVED SEP 8 1958

DATE	INITIALS	CODE
9/8	C.	220
9/9	Hook	600

U. S. DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
224 New Customhouse
Denver 2, Colorado

September 5, 1958

Memorandum

To: Chairman, Operating Committee, DMEA
From: Executive Officer, DMEA Field Team, Region III
Subject: Royalty Payments, Docket DMEA 2712 (Beryl) Contract Idm-E532, Ben Waltz (Bigger Mine) Jefferson County, Colo.

Period: August 1958

Enclosed are settlement sheets for which royalty payments were received for ore or concentrates shipped from the subject property during the above month:

Date	Liq. No.	lbs. Dry ~~Tons~~	Royalty Due	Royalty Paid	Bonus Roy. Due	Bonus Roy. Pd.
8/6/58	--	35 Be 2000 Mica 9 Cb-Ta	$1.96	$1.96		
Totals:		--	$1.96	$1.96		

Total Dry Pounds Shipped to Date:

Mica	138,093.0
Columbium-Tantalum	196.25
Bismuthinite	355.8
Beryl	3,194.0
Feldspar	314,730.0

Past Due Royalties Collected: None

~~Total Dry Tons (Ore or Cons.) Shipped to Date:~~

Alternate Acting Executive Officer

MHM:jy
cc: Royalty File E 532 w/settlement sheets
Monthly Royalty Payment File
Chron.

U. S. DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
224 New Customhouse
Denver 2, Colorado

EXTRA COPY
DMEA
RECEIVED SEP 8 1958

DATE	INITIALS	CODE

September 5, 1958

Memorandum

To: Chairman, Operating Committee, DMEA
From: Executive Officer, DMEA Field Team, Region III
Subject: Royalty Payments, Docket DMEA 2712 (Beryl) Contract Idm-E532, Ben Waltz (Bigger Mine) Jefferson County, Colo.

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Beryl	3,194.0
Feldspar	314,730.0

Past Due Royalties Collected: None

~~Total Dry Tons (Ore or Cons.) Shipped to Date:~~

Original signed by
J. W. TOWNSEND
Alternate Acting Executive Officer

MHM:jy
cc: Royalty File E 532 w/settlement sheets
Monthly Royalty Payment File
Chron.

MEMO

DMEA
DEPARTMENT OF THE INTERIOR
AUG 1958
REGION III
DENVER COLORADO

BERYL ORES COMPANY

ARVADA, COLORADO

August 6, 1958

Seller: Mr. Ben Waltz, Tinytown, Colo.

Brought by same, today.

Origin declared: Bigger Mine, Jefferson County, Colo.

Beryl, 35 lbs. net	@ 15¢ lb.	$5.25
Mica, 2000 lbs.	@ $[illegible].5 s. t.	25.00
Columbite-tantalite, 9 lbs. net	@$1.00 lb.	9.00
	Total.....	$39.25

paid by check of this date to Mr. Ben Waltz.

I certify that the above is true and that I know I make this declaration to the U. S. A. Government.

Ben Waltz

E532

U. S. DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
224 New Customhouse
Denver 2, Colorado

8/8 C 220 600

August 5, 1958

Memorandum

To: Chairman, Operating Committee, DMEA
From: Executive Officer, DMEA Field Team, Region III
Subject: Royalty Payments, Docket DMEA-2712 (Beryl) Contract Idm-E532, Ben Waltz (Biggar mine) Jefferson County, Colorado
Period: July 1958

Enclosed are settlement sheets for which royalty payments were received for ore or concentrates shipped from the subject property during the above month:

Date	Liq. No.	lbs. Dry ~~Tons~~	Royalty Due	Royalty Paid	Bonus Roy. Due	Bonus Roy. Pd.
7/5/58	--	82 Be 6 Cb-Ta	$0.92	$0.92		
Totals:		--	$0.92	$0.92		

Total Dry Pounds Shipped to Date:

Mica	136,093.0
Columbium-Tantalum	187.25
Bismuthinite	355.8
Beryl	3,159.0
Feldspar	314,730.0

Past Due Royalties Collected:

~~Total Dry Tons (Ore or Cons.) Shipped to Date:~~

J. W. Townsend
Alternate Acting Executive Officer

MHM:jy
DMEA, DFC
cc: Royalty File E 532 w/settlement sheets
Monthly Royalty Payment File

U. S. DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
224 New Customhouse
Denver 2, Colorado

August 5, 1958

Memorandum

To: Chairman, Operating Committee, DMEA
From: Executive Officer, DMEA Field Team, Region III
Subject: Royalty Payments, **Docket DMEA-2712 (Beryl) Contract Idm-E532, Ben Waltz (Biggar mine) Jefferson County, Colorado**
Period: **July 1958**

Enclosed are settlement sheets for which royalty payments were received for ore or concentrates shipped from the subject property during the above month:

Date	Liq. No.	Dry ~~Tons~~ lbs.	Royalty Due	Royalty Paid	Bonus Roy. Due	Bonus Roy. Pd.
7/5/58	--	82 Be 6 Cb-Ta	$0.92	$0.92		
Totals:		--	$0.92	$0.92		

Total Dry Pounds Shipped to Date:

Mica	**136,093.0**
Columbium-Tantalum	**187.25**
Bismuthinite	**355.8**
Beryl	**3,159.0**
Feldspar	**314,730.0**

Past Due Royalties Collected:

~~Total Dry Tons (Ore or Cons.) Shipped to Date:~~

Original signed by
J. W. TOWNSEND
J. W. Townsend
Alternate Acting Executive Officer

MHM:jy
DMEA, DFC
cc: Royalty File E **532** w/settlement sheets
Monthly Royalty Payment File

MEMORANDUM

BERYL ORES COMPANY

ARVADA, COLORADO

July 5, 1958

Mr. B. Waltz brought today 82 pounds beryl and was paid at the rate of 15¢ lb., and 6 lbs. columbite-tantalite and was paid at the rate of $1.00 per lb. Said of Bigg$_a$r Mine.

$12.30 plus $6.00, total $18.30

Ben Waltz

DMEA
DEPARTMENT OF THE INTERIOR
JUL 10 1958
REGION III
DENVER, COLORADO

F532

224 New Customhouse
Denver 2, Colorado
July 11, 1958

7/14 C 220
7/14 800
7/15 600

Mr. Ben Waltz
P. O. Box 47
Morrison, Colo.

Re: Docket No. DMEA 2712 (Beryl)
Contract No. Idm-E532
Ben Waltz (Bigger Mine)
Jefferson County, Colorado

Dear Mr. Waltz:

Your undated letter enclosing a royalty check for $.92 has been received by this office.

A possible buyer of Beryl ore in the area other than Beryl Ores Company is the General Services Administration, Denver Federal Center, Telephone BE 3-3611. We understand that the GSA has a purchase program for Beryl ore if it meets requirements.

Very truly yours,
Original signed by
J. W. TOWNSEND

J. W. Townsend
Alternate Acting Executive Officer

MHM:dp

cc: Royalty File)w/cy of
Sec. Op. Comm. 2)Operator's
DMEA/DFC)letter
Chron.

DMEA
DEPARTMENT OF THE INTERIOR
JUL 10 1958
REGION III
DENVER, COLORADO

W. M. Traver

Dear sir:

Are there other buyers of beryl ore in this area.

I'm not sure that Mike Lyons always pays top price of or on the ore.

Enclosed is a royalty check.

Yours truly,
Ben Waltz.

DMEA
DEPARTMENT OF THE INTERIOR
JUL 10 1958
REGION III
DENVER, COLORADO

E532

224 New Customhouse
Denver 2, Colorado
July 11, 1958

Mr. Ben Waltz
P. O. Box 47
Morrison, Colo.

Re: Docket No. DMEA 2712 (Beryl)
Contract No. Idm-E532
Ben Waltz (Bigger Mine)
Jefferson County, Colorado

Dear Mr. Waltz:

Your undated letter enclosing a royalty check for $.92 has been received by this office.

A possible buyer of Beryl ore in the area other than Beryl Ores Company is the General Services Administration, Denver Federal Center, Telephone BE 3-3611. We understand that the GSA has a purchase program for Beryl ore if it meets requirements.

Very truly yours,

Original signed by
J. W. TOWNSEND

J. W. Townsend
Alternate Acting Executive Officer

MHM:dp

cc: Royalty File)w/cy of
Sec. Op. Comm. 2)Operator's
DMEA/DFC)letter
Chron.

DMEA
DEPARTMENT OF THE INTERIOR
JUL 10 1958
REGION III
DENVER, COLORADO

W. M. Traver

Dear sir:

Are there other buyers of beryl ore in this area.

I'm not sure that Mike Lyons always pays top price of or on the ore.

Enclosed is a royalty check.

Yours truly,
Ben Waltz.

DMEA
DEPARTMENT OF THE INTERIOR
JUL 10 1958
REGION III
DENVER, COLORADO

E532

224 New Customhouse
Denver 2, Colorado
June 26, 1958

6/50 C 220
4 10 800
600

Mr. Ben Waltz
Route 2, Box 47
Morrison, Colo.

Re: Docket No. DMEA 271E (Meryl)
Ben Waltz and Kenneth R. Hewitt
(Biggar Mine) Jefferson County,
Colorado, Contract Idm-E532

Dear Mr. Waltz:

Thank you for your undated letter which was received in this office June 25, 1958, notifying us of the change of ownership and production rights on the captioned property. Your notification is in accordance with the contract and the Administrator's letter to you dated August 26, 1954.

It is not within our jurisdiction to enter into and take sides in misunderstandings between lessees and lessors on DMEA projects. We are, therefore, unable to assist you in resuming work on the property.

Please advise this office when and if production from the property is resumed.

Very truly yours,

Original signed by
J. W. TOWNSEND

J. W. Townsend
Alternate Acting Executive Officer
DMEA Field Team, Region III

HMC:dp

cc: Sec. Op. Comm. 2)w/cy
Harshman)of
DMEA/DFC)Operator's
Corres. File E532)letter
Chron.

Route 2, Box 47
Morrison, Colo.

DMEA
DEPARTMENT OF THE INTERIOR
JUN 25 1958
REGION III
DENVER, COLORADO

W. M. Traver
Dear sir:

I am at the Beggar mica mine doing some work. I intend to blast into the hanging wall area adjacent to the DMEA cut.

One thing now I am in receipt of a notice to quit the mine which I do not intend to do.

Now the deceased owners son David Beggar told myself and Kenneth Hewitt he was going to shut down the mine and not have to worry about it.

I would like to have your government attorney look into this matter.

I feel in all fairness the mine should be allowed to operate in view of

the fact that the government loaned us money here to develop and explore of which there should be some return.

I assume Arthur Bowman or Don Bowman will be my attorney's in this matter.

sincerely yours
Benjamin Waltz

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
224 New Customhouse
Denver 2, Colorado

February 26, 1958

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 3 1958

DATE	INITIALS	CODE
3/3	C	220
3	Com	100
4	FG	110
	[illegible]	800
		600

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Semiannual Report of Certified Project for the period
July 1 - December 31, 1957

DMEA Docket **2712**
Contract Idm-E**532**
Ben Waltz, (Biggar mine)
Jefferson County, Colorado

Enclosed are the original and three copies of the subject report prepared in conformance with instructions contained in memorandum of January 6, 1956 from this office, Memorandum 29, and Special Notice in Minutes of Operating Committee Meeting No. 692.

W S King
Executive Officer, DMEA
Field Team, Region III

Enclosures

MHM:bh

cc: Semiannual Report File E -532
Harshman
DMEA/DFC (2)
Chron.

DMEA
DEPARTMENT OF THE INTERIOR
FEB 13 1958
REGION III
DENVER, COLORADO

DMEA, REGION III

Statement in Lieu of Semiannual Report

Reporting Period	July 1 - December 31, 1957
Docket and Contract Number	DMEA 2712, Idm-E532
Operator	Ben Waltz, Biggar mine, Jefferson County, Colorado

The project has been inactive during the reporting period [X]

Pertinent data relative to the subject contract has remained unchanged since the last report [X]

Remarks:

No mining was done in 1957. A second hand D7 Caterpillar dozer has been purchased by Mr. Waltz. He expects to put the dozer into condition and clean off the surface of the Biggar dike.

Signed Carl Belser

Carl Belser

Date 2/7/58

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

Project Summary Report

By: Lawrence G. Houk LGH August 19, 1954

1. Docket No. DMEA-2712 - Beryl
Contract No. Idm-E532
Switzer Lode Mining Claim
Jefferson County, Colorado

Operator: Ben Waltz and Kenneth R. Hewitt, Partnership
Route 2
Morrison, Colorado

Operator's property rights: Lease dated July 7, 1951, for period of 10 years.
Owner's Consent to Lien, dated March 26, 1953.
Owner's Consent to Lien, dated May 22, 1953

2. Contract dated May 25, 1953.

Work authorized:

Trim walls and clean out broken waste within the confines of present pit floor	$497.50
Drive an open cut a minimum width of 5 feet at the floor level and 150 ft. long at $39.35 per lineal foot.	5,902.50
Total estimated cost	$6,400.00
Government participation @ 90%	$5,760.00

Amendments:

Amendment No. 1 - dated January 22, 1954, with new Owner's Consent to Lien attached. To authorize 25 feet of additional trenching and to increase the estimated costs of the project, as follows:

Trim walls and clean out broken waste within the confines of the present pit floor	$497.50
Excavate an open cut a minimum width of 5 feet at the floor level and 175 feet long at $39.35 per foot	6,886.25
Total estimated cost	$7,383.75
Government participation at 90%	$6,645.38

Amendment No. 2 - dated March 16, 1954, to increase time for completion of the work from 10 months to 14 months.

Work completed:

Trenching 175 feet @ $39.35	$6,886.25
Trim walls and clean trench	497.50
Total cost of project	$7,383.75
Government participation @ 90%	$6,645.38

Work began on June 15, 1953, and was completed on June 10, 1954.
During the project the operators sold 212 lbs. of beryl ore; 6.16 tons of scrap mica was sold and about 30 lbs. of columbite-tantalite was sorted and saved.
Field Team Final Report received July 28, 1954.
Operator's Final Report received July 28, 1954.

3. Audit - certificate issued July 8, 1954 (no exceptions).

Accepted cost	$7,383.75
Government participation at 90%	$6,645.38

4. Certification of discovery issued_____.

28 tons ore reserves of beryl.
340 tons ore reserves of scrap mica.
7,000 tons ore reserves of feldspar.

5. Comments -

How conducted - slowly./ Progress Delayed by eye injury and a broken leg.

Operators spent $2,660.18 on supplies, materials and rental leaving $4,723.57 for wages for 12 months for two men.

Engineering - good. The operators were ingenious in their muck handling.

Geological premise - none. The contract written in Region IV was strictly development. See memo. of June 5, 1953, to Mr. C. O. Mittendorf from Nonmetallic Minerals Division, and letters of June 8 and June 22, 1953, to Mr. King.

Geological criteria upon which work was based: Pegmatite dip flattened.

Criteria developed during project: Pegmatite zoning remained and dip flattened.

Future possibilities - good. Possibility for some production of pegmatitic minerals.

Recommendations:

The Nonmetallic Minerals Division concurs with the Field Team that a certification of discovery or development should be issued. The Geological Survey and the Bureau of Mines also agree.

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
1/23	Houk	600
7-23	Chambers	800
"	Johnson	~~400~~
	Britin	~~400~~
	Dwyer	~~400~~
	Mittendorf	100
7/26	C	220
		225

600

INTERIOR DEPT.
JUL 24 1957

JUL 26 1957

SOLICITOR

Mr. William J. Smith
Taylor & Smith
3966 South Broadway
Englewood, Colorado

Re: Docket No. DMEA-2712-Beryl
Ben Waltz and Kenneth R. Hewitt
Biggar Mine
Jefferson County, Colorado
Contract No. Idm-E532

Dear Mr. Smith:

Reference is made to your letter of July 11, 1957, to our Denver Office and referred to Washington for a reply to the Owner's request for the amount of the remaining obligation under the subject contract.

A check of our records shows that there have been payments in the amount of $160.22 and the balance that remains to be repaid as of January 17, 1957, is $6,485.16. Royalty is due on all production until May 25, 1963, the expiration date of the ten year royalty period.

Sincerely yours,

C. O. Mittendorf (fw)
Administrator

LGHouk:gad 7/23/57
Copy to: Admr. R. File
Mr. Chambers
Field Team, Region III
Mr. Dwyer
Mr. Houk

RECEIVED
JUL 24 1957
ASSOC. SOLICITOR
MINERAL RESOURCES

FROM SOLICITOR

JUL 25 1957

FOR SIGNATURE

8623

224 New Customhouse
Denver 2, Colorado

July 12, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 12 1957

DATE	INITIALS	CODE
7/17	P.K.	220
7/19	[illegible]	800
7/18	[illegible]	600
		225

Mr. Wm. J. Smith
Taylor & Smith
3966 South Broadway
Englewood, Colorado

Re: Docket DMEA-2712 (Beryl)
Contract Idm-E532
Hewitt and Waltz, a partnership
(Biggar mine)
Jefferson County, Colorado

Dear Mr. Smith:

This will acknowledge your letter of July 11, requesting information on the captioned contract.

Your letter is being forwarded to the Chairman, Operating Committee, DMEA, Interior Building, Washington 25, D. C., for his consideration and reply.

Very truly yours,

W. H. King
Executive Officer, DMEA
Field Team, Region III

WHK:jy
cc: Chm. Op. Comm. (2)
Corresp. E532
Chron.

$ 6,645.38 Pd. by Mort.
160.22 Repayd in Royalty
$ 6,485.16 Balance Repayable
Lathert
7/19/57

RALPH C. TAYLOR

WM. J. SMITH

TAYLOR & SMITH
ATTORNEYS AT LAW
3966 SOUTH BROADWAY
ENGLEWOOD, COLORADO

TELEPHONES:
SUNSET 9-1816
SUNSET 9-1817

WJS
HMC

July 11, 1957

DMEA
DEPARTMENT OF THE INTERIOR
JUL 12 1957
REGION III
DENVER, COLORADO

Department of Interior
Defense Minerals Exploration
New Custom House Bldg.,
Denver, Colorado

Gentlemen: Re: U. S. Survey #6149, Switzer Lode,
Jefferson County, Colorado.
Your Contract: Docket #DMEA 2712,
Date: May, 1953. Operator: Hewitt
& Walz, a partnership

Mr. David N. Biggar, owner and consent signer in connection with Government Loan for development on the above caption, has consulted this firm on a matter of the Mining Lease thereon. To advise him properly it has become necessary to determine if the original amount of the loan has been reduced in any amount since the contract was entered into.

Will your office kindly advise us in this respect or route this letter in the proper channels to obtain this information if the matter is handled in the Accounting Division or some other Department.

Thank you for your cooperation in this matter.

Sincerely yours,

TAYLOR & SMITH

By- Wm. J. Smith
Wm. J. Smith

WJS/me

OFFICE FILE COPY
DMEA
RECEIVED AUG 26 1957
DATE | CODE
8/26 Core 100

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
224 New Customhouse
Denver 2, Colorado

August 22, 1957

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Semiannual Report of Certified Project for the period January 1, 1957 through June 30, 1957
DMEA Docket 2712 (Beryl)
Contract Idm-E 532, Ben Waltz (Bigger Mine), Jefferson County, Colorado

Enclosed are the original and three copies of the subject report prepared in conformance with instructions contained in memorandum of January 6, 1956 from this office, Memorandum 29, and Special Notice in Minutes of Operating Committee Meeting No. 692.

Alternate Acting Executive Officer
DMEA Field Team, Region III

Enclosures

MHM/vj
cc: Semiannual Report File E 532
Royalty File E532
DMEA/DFC (2)
Harshman
Shron.

DMEA
ARTMENT OF THE INTERIOR
AUG 21 1957
REGION III
DENVER, COLORADO

DMEA, REGION III

Statement in Lieu of Semiannual Report

Reporting Period	January 1, 1957 to June 30, 1957
Docket and Contract Number	DMEA 2712, Idm-E532
Operator	Ben Waltz

The project has been inactive during the reporting period [X]

Pertinent data relative to the subject contract has remained unchanged since the last report [X]

Remarks:

The property was visited on August 19, 1957. Mr. Waltz states that he is trying to get out of debt, and he intends to operate the property later this year.

Signed W. J. Tesch Jr.
W. J. Tesch, Jr.

Date August 20, 1957

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
224 New Customhouse
Denver 2, Colorado

March 29, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED APR 1 1957

DATE	INITIALS	CODE
4/1	C	220
2	Corr	100

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Semiannual Report of Certified Project for ~~the period~~ July 1, 1956 through December 31, 1956
DMEA Docket 2712 (Beryl)
Contract Idm-E 532, Ben Waltz (Biggar Mine), Jefferson County, Colorado

Enclosed are the original and three copies of the subject report prepared in conformance with instructions contained in memorandum of January 6, 1956 from this office, Memorandum 29, and Special Notice in Minutes of Operating Committee Meeting No. 692.

E. M. Harshman

for W. M. Traver
Executive Officer, DMEA
Field Team, Region III

Enclosures

MHM/vj
cc: Semiannual Report File E 532
J. F. Shaw (2)
Harshman
Chron.

Semi-Annual Report of Certified Projects

Reporting Period	July 1, 1956 to December 31, 1956
Docket and Contract Number	DMEA 2712, Idm-E532
Operator	Ben Waltz
Commodity	Beryl
Mine Name	Biggar Mine
County and State	Jefferson County, Colorado

DMEA
DEPARTMENT OF THE INTERIOR
MAR 22 1957
REGION III
DENVER, COLORADO

OFFICIAL FILE COPY
DMEA
RECEIVED APR 1 1957

DATE	INITIALS	CODE

Date of Contract	May 5, 1953
Date of Certification	August 25, 1954
Expiration Date of Royalty Payments	May 5, 1963
Date of Examination for this Report	March 18, 1957

Total Amount of Contract	$7,383.75
Total Expenditures under Contract	$7,383.75
Amount of Government Participation at 90 %	$6,645.38

Royalty Payments this Period	$5.70
Previous Royalty Payments	$154.52
Total Royalty Payments to Date	$160.22
% Loan Repayment Completed	2.41

Amount of Royalty Due	none
Royalty Remarks	-

Beryl - 27.5 short tons
Scrap Mica - 275 short tons
Feldspar - 5,500 short tons

Original Estimate of DMEA Reserves (Field Team Final Report)
Mines [ ] Survey [ ] Joint [X]

Revised Estimate of DMEA Reserves (Field Team)
Mines [ ] Survey [ ] Joint [ ]

Increase of Reserves by work performed subsequent to DMEA project work

Production DMEA ore (This period)
(Previous)
(To date
" Operator's ore (This period)
found subsequent (Previous)
to DMEA work (To date)

Percent Revised Reserves Mines _____

PRODUCTION DMEA ORE (THIS PERIOD)
Mica - 4995.0 pounds
Beryl - 43.5 "
Feldspar - 31,880.0 pounds
(TO DATE)
Mica - 136,093.0 Pounds
Columbium-tantalum - 181.25 pounds
Bismuthinite - 355.8 pounds
Beryl - 3,077.0 pounds
Feldspar - 314,730.0 pounds

Percent Revised Reserves mined
Beryl - 5.60%
Mica - 2.47%
Feldspar - 2.86%

(For Uranium Ores Only)

Initial Production Bonus:
Status of Operator: Ineligible [ ] Applied for [ ] Rec'ing pmt [ ] Paid up [ ]
Pounds U_3O_8 produced this period eligible for Bonus _____
Amount of Bonus paid to Operator this period $_____
Total pounds U_3O_8 produced to date eligible for Bonus _____
Total amount of Bonus paid to Operator to date $_____
Bonus Royalty Paid $_____
Bonus Royalty Due $_____

Investment Data

Shafts			Winzes			Drifts & Crosscuts		
Size	Feet	Cost	Size	Feet	Cost	Size	Feet	Cost

Raises			Drilling			Rehabilitation	
Size	Feet	Cost	Type & Size	Feet	Cost	Description	Cost

Facilities

Mine Plant		Mill		Roads	
Description	Cost	Description	Cost	Description	Cost

Remarks

A new 10 year lease, dated March 17, 1956 was filed at Jefferson County Courthouse on May 28, 1956, Vol. 997, page 570. Lessors - D. N. Biggar, Myrtle I. Orin, Edith L. Orin. Lessee - Ben Waltz

Signed D. E. Redmon (Engineer)
D. E. Redmon

U. S. DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

RECEIVED JAN 22 1957 D.M.E.A.

224 New Customhouse
Denver 2, Colorad

Date: January 17, 1957

Memorandum

To: Chairman, Operating Committee, DMEA
From: Executive Officer, DMEA Field TEam, Region III
Subject: Royalty payments, Docket DMEA 2712 (Beryl), Contract Idm-E532
Ben Waltz, (Bigger Mine) Jefferson County, Colorado

Period: December, 1956

Enclosed are settlement sheets for which royalty payments were received for ore or concentrates shipped from the subject property during the above month:

Date	Lot No.	Pounds Dry ~~Tons~~	Royalty Due	Royalty Paid	Bonus Roy. Due	Bonus Roy. Pd.
1956						
8/31	Mica	4600	$2.30	$2.30		
10/23	Mica Beryl	395) 43.5)	1.94 $4.24	1.94 $4.24		

Total Dry Pounds Shipped to Date:

Mica - - - - - - - - - - - - 136.093
Columbium-Tantalum - - - - 181.25
Bismuthinite - - - - - - - 355.8
Beryl - - - - - - - - - - - 3077.0
Feldspar - - - - - - - - - - 314,730.0

~~Totals:~~

Past Due Royalties Collected None

~~Total Dry Tons (Ore or Cons.) Shipped to Date~~

W. M. Traver

vj
cc: Royalty File E 532 w/settlement sheets
Monthly Royalty Payment File
J. F. Shaw (2) w/settlement sheets
Chron.

Illegible

BERYL ORES COMPANY

ARVADA, COLORADO

8-31-56

Mr. Ben Cavally sold
4600 lbs. mica scrap
at $20 ton and was
paid $46.00 today
Said to be from Pisgah mine.
C. B. Bryan

DNEA
DEPARTMENT OF THE INTERIOR
DEC 26 1956
REGION III
DENVER, COLORADO

BERYL ORES COMPANY

ARVADA, COLORADO

Oct. 23, 1956

Mr. Ben "altz from the Biggar Mine

Mica1.395 s. t. @ $20.00		$27.90
Beryl 43½ net lbs., at 25¢		10.87
		$ 38.77

DMEA
DEPARTMENT OF THE INTERIOR
DEC 26 1956
REGION III
DENVER, COLORADO

U. S. DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

224 New Customhouse
Denver 2, Colorado

Date: November 8, 1956

RECEIVED NOV 13 1956 D.M.E.A.

Memorandum

To: Chairman, Operating Committee, DMEA
From: Executive Officer, DMEA Field Team, Region III
Subject: Royalty payments, Docket DMEA 2712 (Beryl), Contract Idm. E 532, Ben Waltz (Bigger Mine), Jefferson County, Colorado

Period: October, 1956

Enclosed are settlement sheets for which royalty payments were received for ore or concentrates shipped from the subject property during the above month:

Date	Lot No.	Dry ~~Tons~~ Pounds	Royalty Due	Royalty Paid	Bonus Roy. Due	Bonus Roy. Pd.
1956						
9/28	Feldspar	13,780	$0.63	$0.63		
10/9	"	18,100	0.82	0.83 *		
	Totals	31,880	$1.45	$1.46		

Total Dry Pounds Shipped to Date:

Mica	131,098.0
Columbium-Tantalum	181.25
Bismuthinite	355.8
Beryl	3033.5
Feldspar	314,730.0

~~Total:~~

Past Due Royalties Collected None

~~Total Dry Tons Ore or Cons. Shipped to Date~~

W. M. Traver

W. M. Traver

vj
cc: Royalty File E532 w/settlement sheets
Monthly Royalty Payment File
J. F. Shaw (2) w/settlement sheets
Chron.

Denver, Colorado
September 28, 1956

MINERALS & CHEMICAL CORP.
FELDSPAR DEPT.
MAPLE AVE.
DENVER 19, COLORADO

Ben Waltz
Rt. #2
Morrison, Colo.

Crude Feldspar from the Biggers Mine

9-26-56	1 Load Crude Feldspar	13,780#-6,890 Tons	@ $6.13	$42.24
		Less Royalty	@ 1½%	.63
				$41.61

E532

To-

INTERNATIONAL MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1333 WEST MAPLE AVE.
DENVER 19, COLORADO

Denver, Colorado
September 28, 1956

Defense Minerals Exploration Administration
Executive Office
DMEA 224 New Customhouse
Denver 2, Colorado

Royalty on Crude Feldspar from the Biggers Mine mined by Ben Waltz

Crude Feldspar	13,780#-6.890	@1½%	$.63

DMEA
DEPARTMENT OF THE INTERIOR
OCT 1 1956
REGION III
DENVER, COLORADO

E532

To- INTERNATIONAL MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1333 WEST MAPLE AVE.
DENVER 19, COLORADO

Denver, Colorado
October 9, 1956

Ben Waltz
Rt. #2
Morrison, Colo.

Crude Feldspar from the Bigger Mine

9-29-56	1 Load Crude Feldspar	18,100#-9.050 Tons	@$6.13	$55.48
		Less Royalty	@ 1½%	.83
				$54.65

E532

DEPARTMENT OF THE INTERIOR
OCT 1
DENVER, COLORADO

INTERNATIONAL MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1333 WEST MAPLE AVE.
DENVER 19, COLORADO

Denver, Colorado
October 9, 1956

Defense Minerals Exploration Administration
Executive Officer
DMEA 224 New Customhouse
Denver 2, Colorado

Royalty on Crude Feldspar from the Digger Mine mined by Ben Waltz

1 Load Crude Feldspar 18,100#-9.050 Tons @1½% 8.93

DMEA
DEPARTMENT OF THE INTERIOR
OCT 11 1956
REGION III
DENVER, COLORADO

E 532

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

224 New Customhouse
Denver 2, Colorado

Date: October 8, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Semiannual Report of Certified Project for the period January 1, 1956 through June 30, 1956
DMEA Docket 2712 (Beryl)
Contract Idm-E 532, Ben Waltz (Bigger Mine), Jefferson County, Colorado

Enclosed are the original and three copies of the subject report prepared in conformance with instructions contained in memorandum of January 6, 1956 from this office and Memorandum 29.

Note: 1. The date of the contract is May 25, 1953 as corrected herein.
2. The expiration date of Royalty Payments is May 25, 1963 as corrected herein.

E. N. Harshman
~~XXXXXXXXXXXX~~
Acting Executive Officer, DMEA
Field Team, Region III

Enclosures
MHM/vj
cc: Semiannual Report File E 532
J. F. Shaw (2)
E. N. Harshman
Chron.

ACTION ON IN[illegible]IM
OR FINAL FIELD TEAM REPORT
Date 10-11

Referred to:

1. ~~Mr. Mistendorf~~
2. ~~Mr. Johnson~~
3. ~~Mr. Chamberlin~~
4. ~~Docket Control~~ Mails and Files
5.
6. ~~Docket Control~~ Division Mails and Files

Note comments in report regarding:

1.

2.

3.

4.

and take appropriate action.

- - - - - - - -

Action taken by Division:

Robert W Adams

RECEIVED
OCT 11 1956

DMEA
DEPARTMENT OF THE INTERIOR
OCT 4 1956
REGION III
DENVER, COLORADO

Semiannual Report of Certified Projects

Reporting Period **January 1, 1956 to June 30, 1956**

Docket and Contract Number **DMEA 2712, Idm-E532**

Operator **Ben Waltz**

Commodity **Beryl**

Mine Name **Biggar mine**

County and State **Jefferson County, Colorado**

Date of Contract **May 23, 1953**

Date of Certification **August 25, 1954**

Expiration Date of Royalty Payments **May 23, 1963**

Date of Examination for this Report **September 24, 1956**

Total Amount of Contract **$7,383.75**

Total Expenditures under Contract **$7,383.75**

Amount of Government Participation at 90 % **$6,645.38**

Royalty Payments this Period **$24.15**

Previous Royalty Payments **$130.37**

Total Royalty Payments to Date **$154.52**

% Loan Repayment Completed **2.23**

Amount of Royalty Due **none**

Royalty Remarks

Original Estimate of Reserves (from Final Engr.-Geol. Report):

Beryl	27.5 short tons
Scrap mica	275 short tons
Feldspar	5,500 short tons

Increase of Reserves by work performed subsequent to expiration or termination of contract: None

Revised Estimate of Reserves: —

Production this Period (Ore or Concentrates)
(200.5 lbs. beryl
(4.40 tons mica
(14.75 lbs. columbium-tantalum
(172.0 lbs. bismuthinite

Amount of Previous Production (since date of contract)
(2,833.5 lbs. beryl
(141.25 tons feldspar
(61.149 tons mica
(166.25 lbs. col-tant.
(183.8 lbs. bismuthinite

Total DMEA Production to date
(3,033.0 lbs. beryl
(141.425 tons feldspar
(65.549 tons mica
(181.0 lbs. col-tant.
(355.8 lbs. bismuthinite

% of Revised Reserves Mined
Beryl - 5.52%
Mica - 23.8%
Feldspar - 2.57%

Production Remarks:

Note: On Uranium projects check with AEC to assure that our records are in agreement with theirs.

Other Remarks:

Ben Waltz and wife were working at the end of the lower cut-loading mica. Have a 4,600-lbs. shipment out to Lyons. Expect to ship feldspar. New Consolidated price is $6.13 a ton.

Signed Carl Belser (Engineer)

Carl Belser

U. S. DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

RECEIVED
JUL 12 1956

224 New Customhouse
Denver 2, Colorado

Date: July 9, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Royalty payments, Docket DMEA 2712 (Beryl), Contract Idm-E532, Ben Waltz (Bigger mine), Jefferson County, Colorado

Period: June, 1956

During the above month the following royalty payments were received for ore or concentrates shipped from the subject property:

Date	Lot No.	Pounds Dry ~~Tons~~	Royalty Due	Royalty Paid	Bonus Roy. Due	Bonus Roy. Pd.
1956 5/11	~~2708xMi~~.	2700 Mica	$1.69	$1.69		

Route 2, Box 47
Morrison, Colorado
May 11, 1956

Defense Minerals Exploration Adm.
Washington 25, D.C.

RECEIVED
JUL 12 1956

Dear Sirs:-

I sold 2700 lbs of Mica to Mr. Michael D. Lyons. at $25.00 a Ton.

Very Truly Yours.

Benjamin Waltz or
Ben Waltz

Docket DMEA 2712
Contract IdM-E532.

DMEA
Date Rec'd.
JUN 6 1956
BUREAU OF MINES
Denver, Colorado

CHECK FOR $1.60 DATED MAY 11, 1956 AND DRAWN AGAINST THE FIRST NATIONAL BANK OF ENGLEWOOD, COLORADO ENCLOSED.

E532

DOVAITYFILE E 532

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

224 New Customhouse
Denver 2, Colorado

Date: May 15, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: ~~Semiannual~~ Annual Report of Certified Project for the period January 1, 1955 through December 31, 1955
DMEA Docket 2712 (Beryl)
Contract Idm-E 532 Ben Waltz (formerly Waltz and Hewitt) (Bigger mine), Jefferson County, Colorado

Enclosed are the original and three copies of the subject report prepared in conformance with instructions contained in memorandum of January 6, 1956 from this office and Memorandum 29.

W. M. Traver
Executive Officer, DMEA
Field Team, Region III

Enclosures
RDB/vj
cc: Semiannual Report File E 532
Royalty File E532
J. F. Shaw (2)
E. N. Harshman
Chron.

RECEIVED
MAY 17 1956

Semi-Annual Report of Certified Projects

DMEA
Date Rec'd.
APR 30 1956
BUREAU OF MINES
Denver, Colorado

Reporting Period January 1, 1955, to December 31, 1955

Docket and Contract Number DMEA 2712 Idm-E532

Operator Ben Waltz and Kenneth R. Hewitt

Commodity Beryl

Mine Name Biggar mine

County and State Jefferson County, Colo.

Date of Contract May 25, 1953

Date of Certification August 25, 1954

Expiration Date of Royalty Payments May 25, 1963

Date of Examination for this Report March 23, 1956

Total Amount of Contract $7,383.75

Total Expenditures under Contract $7,383.75

Amount of Government Participation at 90 % R6,645.38

Royalty Payments this Period $97.16

Previous Royalty Payments $33.21

Total Royalty Payments to Date $130.37

% Loan Repayment Completed 1.96 percent

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MAY 17 1956

Amount of Royalty Due $1.77

Royalty Remarks

Original Estimate of Reserves (from Final Engr.-Geol. Report):

Beryl	27.5 short tons
Scrap Mica	275 short tons
Feldspar	5,500 short tons

Increase of Reserves by work performed subsequent to expiration or termination of contract: None

Revised Estimate of Reserves:

Production this Period (Ore or Concentrates)

Beryl: 1,950.5 lbs. Mica: 54,989 tons Feldspar: 100.07 tons Columb-Tant.: 101.51lbs.
Bismuthenite: 15.0 lbs.

Amount of Previous Production (since date of contract)

Beryl: 883 lbs. Mica: 6.16 tons Feldspar: 41.355 tons Columb.-Tant.: 64.75 lbs.
Bismuthenite: 168.8 lbs.

Total DMEA Production to date

Beryl: 2,833.5 lbs. Mica: 61.149 tons Feldspar: 141.425 tons Columb.-Tant.: 166.25 lbs.
Bismuthenite: 183.8 lbs.

% of Revised Reserves Mined

Beryl:	5.15%
Mica:	22.24%
Feldspar:	2.57%

Production Remarks:

Note: On Uranium projects check with AEC to assure that our records are in agreement with theirs.

Operations at Biggar mine were recessed in fall of 1955; mining probably will be resumed in spring of 1956 when weather conditions improve. In the interim, Ben Waltz has been working at the Burroughs pegmatite deposit about 3/4 mile SE of the Biggar deposit.

Other Remarks:

Kenneth R. Hewitt no longer is a member of the operating partnership. The original lease on the property was cancelled and a new lease, in the name of Ben Waltz alone, has been executed.

Signed R. L. Bolmer **(Engineer)**

R. L. Bolmer

RECEIVED
MAY 7 - 1956

U. S. DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

224 New Customhouse
Denver 2, Colorado

Date: May 3, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Royalty payments, Docket DMEA 2712 (Beryl), Contract Idm-E532, Ben Waltz (form. Waltz & Hewitt) (Bigger Mine) Jefferson County, Colorado

Period: April, 1956

During the above month the following royalty payments were received for ore or concentrates shipped from the subject property:

Lot No.	Dry ~~Tons~~ Pounds	Royalty Due	Royalty Pd.
1-3-56	200 Beryl	$2.02	$2.50
1-3-56	172 Bi	15.05	15.05
1-11-56	2500 Mica	1.56	1.56
1-13-56	1500 Mica	0.94	0.94
2-6-56	5.5 Cb-Ta	0.41	0.41
2-13-56	2100 Mica	1.31	1.31
3-12-56	9.25 Cb-Ta	0.69	0.69
Totals	6486.75	$21.98	$22.46

Total Dry Pounds Shipped to Date:

Mica	128,398.0
Columbium-Tantalum	181.25
Bismuthinite	355.8
Beryl	3,033.5
Feldspar	282,850.0

~~Totals:~~

Past Due Royalties Collected — None

~~Total Dry Tons (Ore or Conc.) Shipped to Date~~

Expiration Date of Royalty Repayment — May 25, 1963

Amount of Government Participation — $6,645.38
Total Royalty Payments to Date — $152.83
Percent of Loan Repayment — 2.30%

W. M. Traver

vj
cc Royalty File E 532 w/Settlement Sheets
Monthly Royalty Payment File
~~T. A. Christensen~~
J. F. Shaw (2) w/settlement sheets
Chron.

BERYL ORES COMPANY

ARVADA, COLORADO

RECEIVED
MAY 7 - 1956

Jan., 3, 1956

Paid to Mr. Ben Waltz for beryl from Biggar Mine (200 pounds at 25¢ lb.) $50 less 9.70 refund on Bismuthinite, total $40.30 paid today.

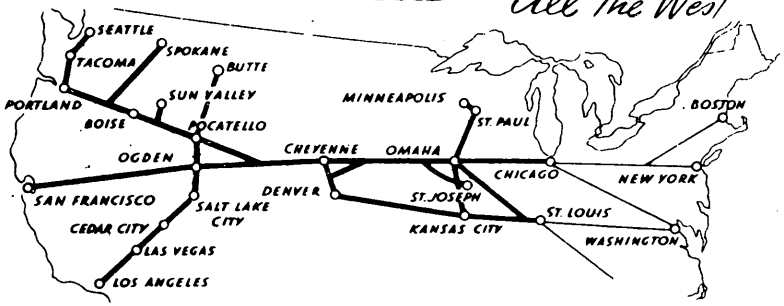
Mr. Ben Waltz previously sold us 172 pounds Bismuthinite at 1.75 per pound, total $301.00.

MAR [illegible] 1956
BUR[illegible]
Denver, Colo[illegible]

E532

UNION PACIFIC RAILROAD

Serves All the West



RECEIVED
MAY 7 - 1956

1/13/56

Mr. Ben Wally
rec'd 3/4 lb mica
for $18.75
& was paid
in person.

(Beryl Ores Co.)

DMEA
Date Rec'd.
MAR 30 1956
BUREAU OF MINES
Denver, Colorado

BERYL ORES CO.
ARVADA, COLORADO

MAIN LINE OF MINE AMERICA

1/11/56

Ben Wally sold
2500 lbs mica
@ $25 per lb
& was paid
$ 31.25

BERYL ORES CO.
ARVADA, COLORADO

DMEA
Date Rec'd.
MAR 30 1956
BUREAU OF MINES
Denver, Colorado

E532

RECEIVED
MAY 7 - 1956

THE S. W. SHATTUCK CHEMICAL COMPANY
DENVER, COLORADO

TO Ben Waltz DR.

ADDRESS

INV. NO. FOR

	DATE	AMOUNT
$5\frac{1}{2}$ lbs. Col. Ta. @ $1.50 per lb.	2/6/56	$ 8 25

NUMBER 10195 TO BE DETACHED BEFORE DEPOSITING CHECK

E532

Driver ○ On ○ Off

SCALE READING

Gross 7710 Lbs.

Tare 5300 Lbs.

Net 2410 Lbs.

TILLER'S - ARVADA MILLS

ARVADA, COLO. 3-13 1956

No. 1724

Rec'd From Wiles To Lyon

Kind of Grain | Grade | Test | Dock | Cont. No.

GRAIN RECEIVED

Gross Lbs.

Dock Lbs.

Net Lbs. = Bu. Mgr.

Price 25

THE ENTRY OF A PRICE HEREON CONSTITUTES PURCHASE.

RECEIVED

MAY 7 - 1956

S. W. SHATTUCK CHEMICAL COMPANY
DENVER, COLORADO

TO Ben Kalk

ADDRESS R. #2, Morrison, Colo.

QU.	FOR		DATE	AMOUNT
	9¼ lb. Col. Tant. Cb-Ta	@ $1.50 per lb.	3/12/56	~~$13.88~~ 13 88

THIS VOUCHER (NUMBER 1131) TO BE DETACHED BEFORE DEPOSITING CHECK

E532

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

RECEIVED
APR 23 1956

224 New Customhouse
Denver 2, Colorado

April 20, 1956

Mr. Ben Waltz
Route 2, Box 47
Morrison, Colorado

Re: Royalty payments, Docket DMEA 2712 (Beryl)
Contract Idm-E532, Ben Waltz (Bigger Mine)
Jefferson County, Colorado

Dear Mr. Waltz:

On March 30, 1956 we received your check in the amount of $22.46 to be applied to royalties due under Contract Idm-E532, the amount of payment being supported by check vouchers, weight slips, or signed statements from the purchaser. Two weight vouchers were received; one dated January 26, 1956 for 2700 lbs. of mica, and the other dated February 13, 1956 for 2100 lbs of mica. Royalty was included in your $22.46 check for the 2100 lb. shipment but not for the 2700 lb. one. At $25.00 per ton (the current price for scrap mica from the Beryl Ores Company) this January 26, 1956 shipment would have a gross value of $33.75 and the Government's royalty at 5.0 percent will amount to $1.69.

Please send your check for this amount ($1.69) to the Executive Officer, DMEA Region III, Room 224 New Customhouse, Denver 2, Colorado. All Government royalty checks are to be made payable to the Defense Minerals Exploration Administration.

The weight vouchers submitted do not fulfill our requirements for sufficient evidence of sale as they do not always show the price paid and the weight of the shipment in both cases is doubtful. We would prefer an actual settlement sheet or statement from the Beryl Ores Company for these sales and we request that you obtain a copy for each sale from Mike Lyons. This statement must contain the date of purchase, weight of shipment, type of ore sold, value paid per unit and the gross payment received.

One copy of the January 26, 1956 weight slip is enclosed for your convenience in determining the shipment for which royalty payment is requested.

Very truly yours,

W. M. TRAVER

W. M. Traver
Executive Officer, DMEA
Field Team, Region III

Enclosure
RDB/vj

cc: Royalty File E532
Sec. Opr. Comm. (2)
J. F. Shaw (2)
Chron.

RECEIVED
APR 23 1956

U. S. DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

224 New Customhouse
Denver 2, Colorado

Date: April 18, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Royalty payments, DMEA Docket 2712 (Beryl), Contract Idm-E532, Ben Waltz (formerly Ben Waltz & Kenneth Hewitt), Colorado

Period: March, 1956 CORRECTED

During the above month the following royalty payments were received for ore or concentrates shipped from the subject property:

Lot No.	Dry Tons	Royalty Due	Royalty Pd.
		(NONE)	

TOTAL DRY POUNDS SHIPPED TO DATE:

Mica	122,298.0
Columbium-Tantalum	166.5
Bismuthinite	183.8
Beryl	2,833.5
Feldspar	282,850.0

~~Totals:~~

Past Due Royalties Collected None

~~Total Dry Tons (Ore or Cons.) Shipped to Date~~

Expiration Date of Royalty Repayment May 25, 1963

Amount of Government Participation $6,645.38
Total Royalty Payments to Date $130.37
Percent of Loan Repayment 1.96%

W. M. Traver

vj
cc Royalty File E 532 w/Settlement Sheets
Monthly Royalty Payment File
~~T. A. Christensen~~
J. F. Shaw (2)
Chron.

U. S. DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

RECEIVED
APR 12 1956

224 New Customhouse
Denver 2, Colorado

Date: April 10, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Royalty payments, DMEA Docket 2712 (Beryl), Contract Idm-E532, Ben Waltz (formerly Ben Waltz & Kenneth Hewitt), Colorado

Period: March, 1956

During the above month the following royalty payments were received for ore or concentrates shipped from the subject property:

Lot No.	Dry Tons	Royalty Due	Royalty Pd.
		(NONE)	

TOTAL DRY POUNDS SHIPPED TO DATE:

Mica	122,469
Columbium-Tantalum	16
Bismuthinite	78
Beryl	2,834
Feldspar	282,850

~~Totals:~~

Past Due Royalties Collected	None
~~Total Dry Tons (Ore or Cons.) Shipped to Date~~	
Expiration Date of Royalty Repayment	May 25, 1963
Amount of Government Participation	$6,645.38
Total Royalty Payments to Date	$130.37
Percent of Loan Repayment	19.62%

W. M. Traver

W. M. Traver

vj

cc Royalty File E 532 w/Settlement Sheets
Monthly Royalty Payment File
~~T. A. Christensen~~
J. F. Shaw (2)
Chron.

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

RECEIVED
DEC 23 1955

224 New Customhouse
Denver 2, Colorado

December 21, 1955

Memorandum

To: Secretary, Operating Committee, DMEA

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

Subject: DMEA Docket 2712 (Beryl), Contract Idm-E532, Ben Waltz (formerly Waltz and Huitt), Bigger Mine, Jefferson County, Colorado

Enclosed are four copies of a letter from Ben Waltz relative to ownership of properties subordinated to the Government under DMEA Contract Idm-E532.

Royalty payments, though small, have been kept current for this operation and Mr. Waltz has in every way always shown good faith in fulfilling his obligations under the contract terms. He deserves to be commended for it.

E. N. Harshman

E. N. Harshman

Enclosures

H

Ben Walz
Rugger Mica Mine
Route, Box 47,
Morrison, Colo.

RECEIVED
DEC 28 1966

Region Chief
D.M.C.A.

Dear sir:

Mr. Kenneth R Hewitt is no longer working at this mine and holds no further interest here.

I am working the mine intermittently, taking on an outside job only to keep my bills paid.

Yours truly,
Ben Walz

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

RECEIVED
DEC 30 1955

224 New Customhouse
Denver 2, Colorado

December 21, 1955

Memorandum

To: T. A. Christensen

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

Subject: Royalty Payment - DMEA Docket 2712 (Beryl), Contract Idm-E532, Waltz & Hewitt - Colorado

Enclosed is check dated December 12, 1955 in the amount of $7.27 from Benjamin Waltz in payment of royalty due on shipment of ore.

Also enclosed is letter dated November 22, 1955 from General Services Administration which is to be used as a settlement sheet for this shipment of ore.

E. M. Harshman

E. M. Harshman

Enclosures

vj

cc: Royalty File E532
Sec. Opr. Comm. (2) w/cy of ltr
J. F. Shaw (2) w/cy of ltr
Royalty Report File
Chron.

GENERAL SERVICES ADMINISTRATION

Mica Purchasing and Processing Depot
Box 232, Custer, South Dakota

November 22, 1955

Mr. Ben Waltz
Route 2, Box 47
Morrison, Colorado

Dear Mr. Waltz:

Enclosed find an original and one copy of Warranty, Acceptance and Invoice in the amount of $145.35 covering delivery of 85 pounds 8 ounces of columbium-tantalum ore.

42
-27

Please sign the original in the spaces red checked andreturn at your convenience.

Retain the copy of the WAI for your files.

Very truly yours,

GENERAL SERVICES ADMINISTRATION
Mica Purchasing and Processing Depot

J. F. McGinness
Depot Superintendent

J. F. McGinness
Depot Superintendent

CEB:erv

Enclosure

Note

This letter transmitted to us by Benjamin Waltz with his personal check for 7.27 in payment of royalties for Contract Idm - E 532. This letter will fulfill our requirements for a settlement sheet

E532

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

RECEIVED
SEP 15 1955

224 New Customhouse
Denver 2, Colorado

September 9, 1955

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: Royalty Payment - Waltz & Hewitt, Docket DMEA 2712 (Beryl), Contract Idm-E532 - Colorado

Enclosed is settlement sheet dated August 31, 1955 covering ore shipped to International Minerals & Chemical Corp.

Also enclosed is International Minerals & Chemical Corp. check No. 3239 in the amount of $1.19 in full payment of royalty due on this shipment of ore.

W. M. TRAVER

W. M. Traver

Enclosures

vj

cc: Royalty File E532
J. F. Shaw (2) w/settlement sheet
Sec. Opr. Comm. (2) w/settlement sheet
Royalty Report File
Chron.

RECEIVED
SEP 1 1955

To:

INTERNATIONAL MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1333 WEST MAPLE AVE.
DENVER 19, COLORADO

Denver, Colorado
August 31, 1955

Ben Waltz
Rt # 2
Morrison, Colo.

Crude Feldspar from the Biggers Mine

8/10/55	1 Load Crude Feldspar	20,800#		
8/20/55	1 " " "	10,990		
		31,790# - 15.890 Tons @ $5.00		$79.45
		Less Royalty @ 1½%		1.19
				$78.26

E532

To:

INTERNATIO[illegible] MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1333 WEST MAPLE AVE.
DENVER 19, COLORADO

Denver, Colorado
August 31, 1955

Defense Minerals Exploration Administration,
Executive Office,
DMEA 224 New Customhouse,
Denver,2, Colorado

RECEIVED
SEP 15 1955

Royalty on crude Feldspar Mined by Ben Waltz from Diggers Mine

Crude Feldspar	31,780#	- 15.890 Tons	21½%	$1.19

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

RECEIVED
AUG 25 1955

224 New Customhouse
Denver 2, Colorado

August 23, 1955

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: Royalty Payment - Waltz & Hewitt, Docket DMEA 2712 (Beryl), Contract Idm-E532 - Colorado

Enclosed is settlement sheet dated August 5, 1955 covering ore shipped to Beryl Ores Company.

Also enclosed is check from Benjamin Waltz in the amount of $33.38 in payment of royalty due on these shipments.

W. M. TRAVER

W. M. Traver

Enclosures

vj

cc: Royalty File E532
J. F. Shaw (2) w/settlement sheets
Sec. Opr. Comm. (2) w/settlement sheet
Royalty Report File
Chron.

BERYL ORES COMPANY

ARVADA, COLORADO

DME
Date Re

AUG 17

BUREAU OF
Denver, Colo

August 5, 1955

ORE MEMO [redacted] BEN WALTZ

June				
8	beryl	62 lbs.	15.50	
	col-ta	16	26.40	
	bismuth	15	11.25	
	mica	5690		59.75
16	mica	6400		67.20
21	mica	5770		60.58
24	mica	7020		73.71
July				
6	beryl	916	237.38	
15	beryl	47	12.22	
	mica	5720		60.06
23	mica	4840		50.82
August				
4	mica	8680		91.14
	beryl	50	12.50	

Transmitted & Paid June 20, 1955

665.61
.05
33.2805

E532

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

RECEIVED
JUN 24 1955

224 New Customhouse
Denver 2, Colorado

June 20, 1955

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: Royalty Payment - Waltz & Hewitt, Docket DMEA 2712 (Beryl), Contract Idm-E532 - Colorado

Enclosed are settlement sheets covering ore shipped by Waltz and Hewitt dated as follows:

May 3, 1955	May 18, 1955
May 6, 1955	May 28, 1955
May 10, 1955	June 8, 1955

Also enclosed is check from Benjamin Waltz in the amount of $15.54 in payment of royalty due on the above shipments.

Correct amount of royalty due is $17.39. Previous check in the amount of $21.92 transmitted to your office on May 24, 1955 was an overpayment of $1.85, therefore, that amount was deducted from the amount due for the above shipments making the total $15.54.

W. M. TRAVER

W. M. Traver

Enclosures

vj
cc: Royalty File E532
J. F. Shaw w/settlement sheets
Sec. Opr. Comm. (2) w/settlement sheets
Royalty Report File
Chron.

RECEIVED
JUN 24 1955

Memo

MAIN LINE OF MID-AMERICA

5-3-55

K.R. Hewitt sold 5240 lbs. mica & wants pay in full @ $21/ton

$55.55 today.

BERYL ORES CO.
ARVADA, COLORADO

DMEA
Date Rec'd.
JUN 15 1955
BUREAU OF MINES
Denver, Colorado

E532

MAIN LINE OF MID AMERICA

5-6-55

Memo -

Received of K.R. Hewitt
~~at~~ 6070 lbs. scrap mica
for which payment @ $2 per ton
was made less $2 penalty
for rock, net $61.73,
leaving all dues in full!

A. Lyons
(M. LYONS)

JUN 1

BERYL ORES CO.
ARVADA, COLORADO

E532

Memo

MAIN LINE OF MID AMERICA

5-10-55

K. R. Hewitt delivered
to mill today
3.05 tons scrap mica
(@ $21 Ton (less 3%
penalty for water) $61.05 today.

BERYL ORES CO.
ARVADA, COLORADO

BMEA
Date Rec'd
JUN 15 1955
BUREAU OF MINES

E 532

BERYL ORES COMPANY

ARVADA, COLORADO

RECEIVED
JUN 14 1955

5-18-55

[illegible]

DMEA
Date Rec'd

JUN 15 1955

BUREAU OF MINES
DENVER, COLORADO

E 532

Memo

5-28-55

Received of Beryl Corp
145 lbs. net beryl for
which at 25¢ lb. the sum
of $36.25 was paid in full
today

Beryl Corp Co.
Caldwell - Lyons
(M. D. LYONS)

DMEA
Date Rec'd
JUN 15 1955
BUREAU OF MINES
Denver, Colorado

E532

Volume

BERYL ORES COMPANY

ARVADA, COLORADO

6-8-55

Beryllonite
(Morrison, Colo.)

Acct of us 62 lbs. net beryl @ 25¢ lb. ($15.50)
5690 lbs. net scrap mica @ 21¢ per pound (59.75)
15 lbs bismuthinite @ 75¢ lb. (11.25)
[illegible] @ 165 lb (26.40)

and was paid 103.15
+ 9.75
$112.90, in full.

C. [illegible]

BERYL ORES CO.
ARVADA, COLORADO

BMM
Data Recd
JUN 15 1956
BUREAU OF MINES
Denver, Colorado

E532

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

MAY 31 1955

224 New Customhouse
Denver 2, Colorado

May 24, 1955

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: Royalty Payment - Waltz & Hewitt, Docket DMEA 2712, Contract Ida-3532 - Colorado

Enclosed are settlement sheets covering shipments of ore by Waltz & Hewitt dated as follows:

April 5, 1955	$ 57.75	April 22, 1955	$ 65.52
April 14, 1955	46.04	April 25, 1955	56.80
April 16, 1955	58.69	April 28, 1955	44.20
April 20, 1955	[illegible]	April 30, 1955	39.32

Also enclosed is check from Benjamin Waltz in the amount of $21.92 in payment of royalty due on the above shipments.

W. M. TRAVER,

W. M. Traver

Enclosures

1c

Copy to: Geo. Spr. Grn. (2) w/settlement sheets
J. P. Shaw w/settlement sheets
Royalty File 32
Royalty Account File
Paper

438.19
5%
21.90

BERYL ORES COMPANY

ARVADA, COLORADO

DMEA
Date Rec'd.
MAY 5 1955
BUREAU OF MINES
Denver, Colorado

April 5, 1955

Received from Kenneth Hewitt 2.75 tons mica
for which 57.75 was paid.

for M. D. Lyons

5.78
4.60
10.38

BERYL ORES COMPANY

ARVADA, COLORADO

4/14/55

Received of K.R. Hewitt of the Big Gar Mine 4480 lbs. net scrap mica which was paid for at $21 per ton less $1 penalty for water on load. Net paid today by check was $46.04

2.240 tons

47.04

$1.00 Allowable Deduction

E532

ILLINOIS CENTRAL RAILROAD

MAIN LINE OF MID-AMERICA

Date 4/16/55

Received from
Kenneth R. Hewitt
#
mica 55590 net
for which $58.69
was paid.

Range Res Co.
by
Richard N. Lyons
Mgr.

Colorado Archives
RECEIVED

BERYL ORES COMPANY

ARVADA, COLORADO

4-20-55

To K.R. Hewitt @ 49.87 for

4750 lbs. mica @ $2/per short ton

E532

BERYL ORES COMPANY

ARVADA, COLORADO

4/22/55

KR Hewell paid

6240 pounds mica &

about two was paid 6553 in

full.

E532

Memo

BERYL ORES COMPANY

ARVADA, COLORADO

4-25-55

K. R. Hewitt

2.705 tons (5410 lbs) Mica received & paid for in full @ $21 per short ton — $56.80 by check of this date.

E532

BERYL ORES COMPANY

ARVADA, COLORADO

4-28-55

Paid to K.R. Hewitt of
Biggar Mining $44.20
for 4210 lbs. (2.105 tons)
scrap mica at $21.00 per ton.

E532

Memo

ILLINOIS CENTRAL RAILROAD

MAIN LINE OF MID-AMERICA

Date 4-30-55

K.R. Hewitt seed 5,600 lbs
Scrap mica & was
bais @ $21 per short ton
$59.32 by check -

BERYL ORES CO.
ARVADA, COLORADO

E532

30 ⊢

INTERNATIONAL MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1333 WEST MAPLE AVE.
DENVER 19, COLORADO

Denver, Colorado
March 28, 1955

Defense Minerals Exploration Administration,
Executive Office,
DMEA 224 New Customhouse,
Denver 2, Colorado

Date Rec'd.
MAR 30 1955
BUREAU OF MINES
Denver, Colorado

Denver Mineral Institute
RECEIVED
APR 1 8 1955

Royalty on Crude Feldspar mined by Waltz & Hewitt from the Biggers Mine

Crude Feldspar	39,830# - 19.915 Tons	@1.49	$ 1.49

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
DENVER
MAY 27 1955

224 New Customhouse
Denver 2, Colorado

May 24, 1955

Mr. Ben Saltz
Route 2
P. O. Box 47
Morrison, Colorado

Re: Royalty Payment - DMEA Docket 2712,
Contract I6n-2532

Dear Mr. Saltz:

Receipt is acknowledged of your check in the amount of $21.92 and the following settlement sheets covering shipment of mica:

Date	Quantity	DMEA Royalty Due
April 5, 1955	2.75 tons	$1.05
April 14, 1955	4480 pounds	$2.30
April 16, 1955	5590 pounds	$2.93
April 20, 1955	4750 pounds	$2.49
April 22, 1955	6240 pounds	$3.28
April 25, 1955	2.705 tons	$2.84
April 28, 1955	4210 pounds	$2.21
April 30, 1955	5650 pounds	$2.97

We have determined that correct royalty for these shipments amounts to $20.07. Please advise if there is another settlement sheet which should have been included in this payment and if so, please furnish us with a copy. In the event that no other settlement sheet is forthcoming there remains a credit to your account of $1.85 which you may deduct from future royalty payments.

Yours very truly,

W. M. TRAVER

W. M. Traver
Executive Officer
DMEA Field Team, Region III

[illegible]:[illegible]

Copy to: [illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

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

224 New Customhouse
Denver 2, Colorado

April 29, 1955

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: Royalty Payment - Waltz & Hewitt, Docket DMEA 2712, Contract Idm-E532 - Colorado

Enclosed is Government check No. 18,767,780 in the amount of $3.44, which is being transferred from the Suspense Account to Royalty Repayments as per our memorandum dated March 31, 1955.

W. M. TRAVER

W. M. Traver

Enclosure

1a

Copy to: Res. Opr. Chief ( )
J. F. Shaw
Royalty File E532
Chron

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

224 New Customhouse
Denver 2, Colorado

April 13, 1955

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: Royalty Payments - Waltz & Hewitt, Docket DMEA 2712, Contract Idm-E532 - Colorado

Enclosed are settlement sheets covering shipments of ore by Waltz & Hewitt to International Minerals & Chemical Corporation and Beryl Ores Company.

Also enclosed are checks in payment of royalties due on these shipments as follows:

Company	Date of Shipment	Check No.	Amount
International Minerals & Chemical Corporation	3/28/55	2841	$1.49
Beryl Ores Company (Personal check of Ben Waltz)	3/21/55	-	$2.55
			4.04

W. M. TRAVER

W. M. Traver

Enclosures

M

Copy to: Geo. Opr. Comm. (8) w/settlement sheets
J. P. Shaw w/settlement sheets
Royalty File E532
Chron

INTERNATION[illegible] MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1333 WEST MAPLE AVE.
DENVER 19, COLORADO

Denver, Colorado
March 30, 1955

DMEA
Date Rec'd.
MAR 30 1955
BUREAU OF MINES
Denver, Colo.

Ben Waltz & Kenneth R. Hewitt,
Rt. #2,
Morrison, Colorado

Crude Feldspar from the Biggers Mine

3-14-55	1 load Crude Feldspar	21,100#			
3-21-55	1 " " "	18,730#			
		39,830#	- 19.915 Tons	@15.00	$ 298.72
			Less Royalty	@ 12%	[illegible]

3/21/55

Hewitt & Walz

204 lbs net beryl

25

$51.00 pd. M. Fugman

for Beryl Ores Co.

E532

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

224 New Customhouse
Denver 2, Colorado

March 31, 1955

Memorandum

To: R. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: Royalty Payment - Waltz & Hewitt, Docket DMEA 2712, Contract Idm-E532 - Colorado (SUSPENSE ACCOUNT)

Enclosed is a copy of settlement sheet dated January 31, 1955, from Beryl Ores Company, Arvada, Colorado, covering ore shipped by Waltz and Hewitt. Check in the amount of $3.44 in payment of royalty due on this shipment was forwarded to your office on February 21, 1955, to be deposited in the Suspense Account pending receipt of settlement sheets.

The amount of $3.44 may now be transferred from the Suspense Account to royalty repayments.

W. M. TRAVER

W. M. Traver

Enclosure

24

Copy to: Sec. Apr. Comm. (O) w/settlement sheet
S. F. Shaw w/settlement sheet
Royalty File 5532
Chron

SETTLEMENT SHEET in quadruplicate

BERYL ORES COMPANY

ARVADA, COLORADO

DMEA
Date Rec'd
MAR 14 1955
BUREAU OF MINES
DENVER, COLORADO

1-31-55

Paid to Ben Waltz of R. 2, B. 47, Morrison, Colorado by checks dated 2-1-55 for $65.52 and $3.44- Total $68.96.

Item: Scrap mica at $21 per short ton delivered.

Weight: 6610 pounds on Tillers Scales less 42 pounds of other commodity. Net weight 6568 pounds, or 3.284 short tons at $21....$68.96

M. D. Lyons

(M. D. LYONS)

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

224 New Customhouse
Denver 2, Colorado

March 11, 1955

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: Royalty Payment - Waltz & Hewitt, Docket DMEA 2712, Contract Idm-E532 - Colorado

Enclosed are settlement sheets covering shipments of ore by Waltz & Hewitt to International Minerals & Chemical Corporation and Beryl Ores Company.

Also enclosed are checks in payment of royalties due on these shipments as follows:

Company	Date	Check No.	Amount
International Minerals & Chemical Corp.	2/21/55	2742	$1.61
International Minerals & Chemical Corp.	2/28/55	2764	$2.47
Beryl Ores Company	2/9/55	-- ($2.55)	
"	2/23/55	-- ($3.01)	$5.56
			9.64

W. M. TRAVER,

W. M. Traver

Enclosures

id

Copy to: Sec. Opr. Comm. (2) w/settlement sheets
J. F. Shaw w/settlement sheets
Royalty File E532
Chron

To - INTERNATIONAL MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1333 WEST MAPLE AVE.
DENVER 10, COLORADO

Denver, Colorado
February 28, 1955

DMEA
Date Rec'd
MAR 1 1955
BUREAU OF MINES
Denver, Colorado

Defense Minerals Exploration Administration,
Executive Office,
DMEA 224 New Customhouse,
Denver 2, Colorado

Royalty on Crude Feldspar mined by Waltz & Hewitt from the Biggers Mine

Crude Feldspar	65,810 - 32.905 Tons	1½%	@ 2.47

To -

INTERNATIONAL MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1533 WEST MAPLE AVE.
DENVER 19, COLORADO

Denver, Colorado
Feb. 21, 1955

Defense Minerals Exploration Administration,
Executive Office,
DMEA 224 New Customhouse,
Denver 2, Colorado

Royalty on Crude Feldspar mined by Wolfe & Hewitt from the Diggers Mine

Crude Feldspar	42,960# - 21.480 Tons	@1½	$ 1.61

DMEA
Date Rec'd.

FEB 23 1955

BUREAU OF MINES
Denver, Colorado

BERYL ORES COMPANY

ARVADA, COLORADO

MAR 1 1955
BUREAU OF MINES
Denver, Colorado

2/9/55

Paid to K R Kennitt today $57.00 for 204 lbs. beryl @ 25¢

E532

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

224 New Customhouse
Denver 2, Colorado

February 21, 1955

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: Royalty Payment - Waltz & Hewitt, Docket DMEA 2712, Contract Idm-E532 - Colorado (SUSPENSE ACCOUNT)

Enclosed is check No. 2014 in the amount of $3.44 from Beryl Ores Company in payment of royalty due on a shipment of ore by Waltz and Hewitt.

It is suggested that this check be placed in the suspense account pending receipt of settlement sheets from the operator.

You will note that the check is made payable to Ben Waltz by Beryl Ores Company and that Mr. Waltz has endorsed the check.

W. M. TRAVER

W. M. Traver

Enclosure

ld

Copy to Sec. Opr. Comm. ( )
J. F. Shaw
Royalty File E532
Chron

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 14 1955

224 New Customhouse
Denver 2, Colorado

February 10, 1955

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: Royalty Payment - Waltz & Hewitt, Docket No. DMEA 2712, Contract Idm-E532 - Colorado

Enclosed is settlement sheet covering ore shipped under date of January 27, 1955, by Ben Waltz & Kenneth Hewitt to International Minerals & Chemical Corp.

Also enclosed is check No. 2675 from International Minerals & Chemical Corp. in the amount of $0.74 in payment of royalty due on this shipment.

W. M. TRAVER

W. M. Traver

Enclosures

2

Copy to: Geo. Opr. Comm. (2) w/settlement sheet
J. E. Law w/settlement sheet
Royalty File E532
Chron

INTERNATIONAL MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1333 WEST MAPLE AVE.
DENVER 19, COLORADO

Denver, Colorado
Jan. 27, 1955

Defense Minerals Exploration Administration,
Executive Office,
DMEA 224 New Customhouse,
Denver 2, Colorado

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 14 1955

Royalty on Crude Feldspar mined by Weltz & Hewitt from the Biggers Mine

Crude Feldspar	19,760# - 9.880 Tons	@1½%	.74¢

E532

INTERNATIONAL MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1333 WEST MAPLE AVE.
DENVER 19, COLORADO

Denver, Colorado
Jan. 27, 1955

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
REC'D
FEB 14 1955

Ben Waltz & Kenneth R. Hewitt,
Rt. #2,
Morrison, Colo.

Crude Feldspar from the Diggers Mine

1-17-55	1 load Crude Feldspar	19,760# - 9.880 Tons Less Royalty	$5.00 1.25	$ 49.40 .74 $ 48.66

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

224 New Customhouse
Denver 2, Colorado

January 18, 1955

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: Royalty Payment - Waltz & Hewitt, Docket DMEA 2712, Contract Idm-E532 - Colorado

Enclosed is settlement sheet covering ore shipped under date of December 6, 1954, by Ben Waltz and Kenneth Hewitt to The S. W. Shattuck Chemical Company.

Also enclosed is check from Benjamin Waltz dated January 11, 1955, in the amount of $3.97 in payment of royalty due on this shipment.

W. M. Traver

W. M. Traver

Enclosures

id

Copy to: Sec. Opr. Comm. (2) w/settlement sheet
J. F. Shaw w/copy settlement sheet
Royalty File E532
Chron

THE S. W. SKATTUCK CHEMICAL COMPANY
DENVER, COLORADO

TO Ben Waltz DR.

ADDRESS Rt. 2 Box 47, Morrison, Colorado

FOR	DATE	AMOUNT
185.8 lbs. Bismuthinite @ $0.75 per lb. From Jefferson County Biggar Mica Mine	12/6/54	$79.35

F532

Date Rec'd
JAN 17 1955
BUREAU OF MINES
Denver, Colorado

THIS VOUCHER (NUMBER 9029) TO BE DETACHED BEFORE DEPOSITING CHECK

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

224 New Customhouse
Denver 2, Colorado

March 21, 1955

Memorandum

To: Secretary to the Operating Committee

From: Executive Officer, DMEA Field Team, Region III

Subject: Semi-annual Report - Docket DMEA 2712, Contract Idm-E532, Waltz and Hewitt, Jefferson County, Colorado

Enclosed are four copies of the Semi-annual Report on Contract Idm-E532. for period 6/1/54 - 12/31/54.

W. M. Traver

W. M. Traver

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

SEMI-ANNUAL REPORT OF CERTIFIED PROJECT

Period:	July 1, 1954, to December 31, 1954
Docket No.:	DMEA 2712 Contract: Idm-2532
Operator:	Waltz and Hewitt Route 2, Morrison, Colorado
Name of mine:	Biggar mine
County:	Jefferson County, Colorado
Date certified:	August 25, 1954
Contract amount:	$7,383.75
Government participation:	90 percent, or $6,645.38
Remarks:	28 indicated tons of beryl 340 indicated tons of scrap mica 7,000 tons of feldspar

Shipments to date follow:

Feldspar

Purchaser	Date	Weight	Unit price	Total price	Royalty paid
Int. Min. & Chem. Corp.	8/30/54	19.985 tons	$5.00	$99.93	$1.50
" " " " "	9/2/54	11.000 tons	$5.00	55.00	0.83
" " " " "	11/15/54	10.370 tons	$5.00	51.85	0.78
Total feldspar		41.355 tons		$206.78	$3.11

Beryl

Beryl Ores Company	2/9/54	212 pounds	$0.25	$ 53.00	$2.65
" " "	10/24/54	671 pounds	$0.25	167.75	8.39
Total beryl		883 pounds		$220.75	$11.04

Scrap Mica

Purchaser	Date	Weight	Unit price	Total price	Royalty paid
Int. Min. & Chem. Corp.	5/18/54	6.16 tons	$25.00	$154.00	$7.70

Columbium-Tantalum

GSA, Custer, S. Dakota	8/6/54	64.75 lbs.	$1.70	$110.07	$5.50

Bismuthinite

Beryl Ores Company	9/9/54	63.00 lbs.	$0.60	$ 37.80	$1.89
Shattuck Chemical Co.	12/6/54	105.8 lbs.	$0.75	79.35	3.97
Total bismuthinite		168.80 lbs.		$117.15	$5.86
Grand Total to Date		48.174 tons		$808.75	$33.21

Carl Behn

140

Rapin
by Hoffman
Stoch
Chapman
Selfridge
Z Johnson
Whitehead

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

DEC 28 1954

Mr. W. H. King, Executive Officer
DMEA Field Team, Region IV
224 New Customhouse Building
Denver 2, Colorado

Re: Docket No. DMEA-2712 (Beryl)
Waltz and Hewitt
Biggar Mine
Jefferson County, Colorado
Contract No. Idm-E532

Dear Mr. King:

This responds to your memorandum dated November 22 to the Operating Committee concerning the legal action filed by Millie G. Tusing against Kenneth R. Hewitt, to obtain a Vendor's Lien on Mr. Hewitt's interest in the property described in the subject contract and a decree of foreclosure of said lien. The action is based on Mr. Hewitt's promissory note given in connection with the transfer of Mr. Bob Tusing's interest in a mining lease. Your memorandum requested suggestions as to what action you should take in the matter.

The contract was dated May 25, 1953, and was executed by the Executive Officer, Region IV. The operator named in the contract is a partnership comprised of Ben Waltz and Kenneth R. Hewitt. The project work was completed, and the project was certified on August 25, 1954. The total amount paid out by the Government under the contract was $6,645.38, the full amount which the Government was obligated to pay. It does not appear that any royalty is presently due or owing to the Government.

Our docket does not contain copies of the instruments under which the operator obtained its interest in the land, however, your memorandum recites the facts concerning the operator's interest as follows:

> "The property is owned by David N. Bigger and Jennie Orin. Bigger and Orin leased the property to Bob Tusing, L. L. Erickson and Ben Waltz. Erickson assigned his interest in the lease to Waltz and Hewitt. Bob Tusing then transferred his interest in the lease to Hewitt."

R.C.S.

As we do not have before us the documents concerning the interest in land, we are unable to comment as to whether an Owner's Consent to Lien or a Subordination Agreement should have been required from Bob Tusing in connection with the transfer of his interest in the lease, prior to the execution of the contract. We can well understand the view of Mrs. Tusing's attorneys that there does not appear to be any reason why she should sign an Owner'sc Consent to Lien at this time.

Attached to the docket copy of the contract are the Owner's Consent to Lien of the owners of the land and of Erickson. Assuming the worst, that Mrs. Tusing had no notice of the Government's lien and that the prayers in her complaint concerning the lease are granted, the partners still would be entitled to mine by reason of Waltz's interest in the lease; and the Government would be entitled to royalty on all production, would have a lien against Waltz's interest in the production, and would have a lien against the owner's interest in the land. In addition, the Government would have a cause of action against the partners for breach of the contract provision (Article 7) prohibiting transfer of the operator's interest in the land without providing for the Government's royalty.

In these circumstances, in answer to your request, it does not appear that there is anything for you to do at this time. If Mr. Hewitt loses his law action, or if the Government becomes entitled to royalty which is not paid, this matter should be brought promptly to our attention.

JLHCRubin/emd 12/21/54
Copy to: DMEA Docket
Solicitor's Docket
Adm. Reading File
Operating Committee
H. T. Reno, USBM
T. H. Kiilsgaard, USGS

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GLB)

Approved:

C. H. JOHNSON
Member, Bureau of Mines (GLB)

Thor H. Kiilsgaard
Member, Geological Survey (GLB)

L. G. Houk
J. L. Hofflund
H. C. Rubin
chron pending

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

RECEIVED

224 New Customhouse
Denver 2, Colorado

November 30, 1954

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: Royalty - Waltz & Hewitt
Docket No. 2712, Contract No. E532, Colorado

Enclosed is settlement sheet covering ore shipped under date of November 27, 1954 by Ben Waltz and Kenneth Hewitt to International Minerals & Chemical Corporation.

Also enclosed is International Minerals & Chemical Corporation's check, No. 2515, in the amount of $0.78 in payment of royalty on this shipment.

W. H. King

W. H. King

Enclosure
mn

cc: Royalty File E532
Sec. to the Oper. Comm. (2) w/enc. settlement sheet
Traver w/enc. settlement sheet
Chron.

INTERNATIONAL MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1333 WEST MAPLE AVE.
DENVER 19, COLORADO

Denver, Colorado
Nov. 27, 1954

Defense Minerals Exploration Administration,
Executive Office,
DMEA 224 New Customhouse,
Denver 2, Colorado

DEPARTMENT OF ... Defense Minerals ... RECEIVED DEC 2 1954

Royalty on Crude Feldspar mined by Waltz & Hewitt from the Biggers Mine

Crude Feldspar	20,740# - 10.370 Tons	@1½%	.78¢

INTERNATIONAL MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1333 WEST MAPLE AVE.
DENVER 19, COLORADO

Denver, Colorado
Nov. 27, 1954

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC - 2 1954

Ben Waltz & Kenneth R. Hewitt,
Rt. #2,
Morrison, Colo.

Crude Feldspar from the Biggers Mine

11-15-54	1 load Crude Feldspar	20,740# - 10.370 Tons	@$5.00	$ 51.85
		Less Royalty	@1½%	- .78
				$ 51.07

Docket Copy
Surname:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

November 29, 1954

N. S. in R. R.

Memorandum

To: Mr. John L. Hofflund

From: Lawrence G. Houk

Subject: Docket No. DMEA-2712 - Beryl
Ben Waltz and Kenneth R. Hewitt
Biggar Mine
Jefferson County, Colorado
Contract No. Idm-E532

The subject contract, executed May 25, 1953, on a short form contract MF-200 (A) February 1952, with a partnership consisting of Ben Waltz and Kenneth R. Hewitt for $6,400, and amended January 22, 1954 to $7,383.75, Government participation at 90%. The lessors, David N. Biggar and Jennie Orin, have signed an Owner's Consent to Lien, MF-203 (Revised July 1, 1953).

This is a Region IV delegation. A certification of discovery has been made.

The memorandum of November 22, 1954, transmitting a copy of a summons in the case of Tusing vs. Hewitt indicates internal dissension. As long as we are receiving royalties for any production and have an Owner's Consent to Lien are we not fully protected in this case? Please prepare a letter to Region IV advising them of what action to be taken.

LGHouk:gad 11/29/54
Copy to: Admr. R. File
Docket
Mr. Houk

MAR 2 1956
BUREAU OF MINES
Denver, Colorado

2/2-3/55

Received 240 1/2 net lbs
from K.R. Hewitt and
paid $60.12 by check
at rate 25¢ lb.

BERYL ORES CO.
ARVADA, COLORADO

E532

2712

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 24 1954

224 New Customhouse
Denver 2, Colorado

November 22, 1954

Memorandum

To: Chairman, Operating Committee

From: Executive Officer, DMEA Field Team, Region lV

Subject: Lawsuit, Millie G. Tusing, Plaintiff vs.
Kenneth R. Hewitt, Defendant, Contract No. Idm-E532
Waltz and Hewitt (Beryl), Jefferson County, Colorado

We are enclosing a copy of a summons in the case of Tusing vs. Hewitt.

Contract No. Idm-E532 is between the Government and a partnership consisting of Ben Waltz and Kenneth R. Hewitt. The property is owned by David N. Bigger and Jennie Orin. Bigger and Orin leased the property to Bob Tusing, L. L. Erickson and Ben Waltz. Erickson assigned his interest in the lease to Waltz and Hewitt. Bob Tusing then transferred his interest in the lease to Hewitt. We have copies of all these documents.

Hewitt brought the enclosed summons to our office and asked our advice. Hewitt stated that he agreed to buy Tusing's interest in the lease, but Tusing refused to accept the promissory note because he was a recipient of the Colorado Old Age pension, and he would lose his pension by so doing. Bob Tusing suggested that the note be made out to Millie Tusing. The note "Exhibit A" is enclosed. Millie Tusing is attempting to obtain a Vendor's Lien on the defendant's interest.

At the suggestion of our Attorney, John W. Shireman, we sent the plaintiff's attorney, E. Clifford Heald, a copy of Form MF-203 and asked him if Millie Tusing would sign the form. Mr. Heald notified Mr. Shireman that he could see no reason why Millie Tusing should sign the form.

If the Vendor's Lien is obtained and recorded, Millie Tusing would, under Colorado law, take one-third of the lease free from the Government's claim for royalty due from Hewitt which is not recorded.

Hewitt, his wife, and six children are at the present time recipients of General Assistance from the Jefferson County Welfare Department, so we cannot expect any financial responsibility on his part.

We would appreciate any suggestions as to what action we should take.

John F. Shaw
For W. H. King

Enclosures

COPY

SUMMONS IN CIVIL ACTION

FORM D-1—SM—11-53

Court Filing Stamp

IN THE DISTRICT COURT IN AND FOR THE

CITY AND COUNTY OF DENVER AND

STATE OF COLORADO

CIVIL ACTION NO..... DIV.....

MILLIE G. TUSING,

PLAINTIFF....,

vs.

KENNETH R. HEWITT,

DEFENDANT....

SUMMONS

THE PEOPLE OF THE STATE OF COLORADO

To the above named defendant..., GREETING:

You are hereby summoned and required to file with the clerk an answer to the complaint within 20 days after service of this summons upon you. If you fail so to do, judgment by default will be taken against you for the relief demanded in the complaint.

If service upon you is made outside the State of Colorado, or by publication, or if a copy of the complaint be not served upon you with this summons, you are required to file your answer to the complaint within 30 days after service of this summons upon you.

This is an action*

to recover judgment in accordance with the prayer of the plaintiff's complaint, a copy of which is served herewith and reference to which is hereby made.

Dated. October 13, 1954.

October 13 54

~~Clerk of the District Court~~

By

~~Deputy Clerk~~

(SEAL OF THE COURT)

E. Clifford Arald

L. Clifford Arald

Attorney for Plaintiff Victor B. Ginsberg

Leon Ginsberg

Leon Ginsberg

629 Denham Building, Denver 2, Colorado

Address of Attorney

Phone CE-3995

Note.—This summons is issued pursuant to Rule 4, Colorado Rules Civil Procedure.

*If the Summons is published or served without a copy of the complaint, after the word "action" state the relief demanded. If body execution is sought the summons must state, "This is an action founded upon tort."

IN THE DISTRICT COURT IN AND FOR THE

CITY AND COUNTY OF DENVER AND

STATE OF COLORADO

CIVIL ACTION NO. _____

MILLIE G. TUSING, Plaintiff	)	
vs.	)	C O M P L A I N T
KENNETH R. HEWITT, Defendant	)	

1. Defendant is indebted to the plaintiff in the sum of Three Thousand Dollars with interest and attorneys' fees upon a promissory note executed and delivered by the defendant to the plaintiff, a copy of which is hereto attached, marked "Exhibit A", and by reference made a part hereof.

2. Plaintiff has agreed to pay her undersigned attorneys a reasonable fee for their services in this action, and the sum of Five Hundred Dollars ($500.00) is a reasonable fee for the services of plaintiff's attorneys herein.

3. The said promissory note was executed to represent the purchase price of an undivided one-third interest in and to the minerals and mining rights in certain mining property and premises in the County of Jefferson, and State of Colorado, to-wit:, The Biggar Pegmatite mine, known as the Switzer Lode, survey number 6149, in Section 3, Township 6 South of Range 70 West of the 6th Principal Meridian, under that certain indenture and mining lease dated July 7, 1951, and recorded July 23,1951, in Book 727 at page 527 of the records in the office of the County Clerk and Recorder of the said County of Jefferson, by reason whereof the plaintiff had and is entitled to a vendor's lien upon all the defendant's right, title and interest in and to the said minerals and mining rights to secure the unpaid purchase price represented by the said promissory note, and is

entitled to a decree of foreclosure of her said vendor's lien.

4. The said mining property is a wasting asset and the defendant, and those associated with him under the said indenture, are presently engaged in removing and selling the minerals and ores therefrom, and unless a receiver be appointed to take possession of the ores and minerals produced from the said property, and the defendant's share thereof, and the proceeds and avails thereof, and to apply them to the payment of the plaintiff's claim, her security will be dissipated and rendered worthless.

WHEREFORE, plaintiff prays judgment against the defendant in the sum of $3,000.00 together with interest thereon at 5% per annum from the date of the said note until its maturity, and at six per cent per annum from and after maturity, and the further sum of $500.00 as attorneys' fees; that the plaintiff be awarded and adjudged a vendor's lien upon the said real property, and all the right, title and interest of the defendant therein for the amount aforesaid; that the said lien be foreclosed and the said real property be sold at sheriff's sale to satisfy the same, and the costs of suit and the costs and expenses of the said sale; that the court appoint some discreet person as its Receiver during the pendency of this action to take possession of, hold and receive all of the defendant's interest in and to the said mining property, and the ores and minerals mined therefrom and the proceeds and avails thereof and apply them to such proper uses and purposes as the Court may direct.

E. Clifford Heald

E. Clifford Heald

Victor B. Ginsberg

Leon Ginsberg

Leon Ginsberg,
Attorneys for plaintiff,
628 Denham Building, Denver 2, Colorado
Telephone: TAbor 5-3995

Plaintiff's address:

904 West 4th Avenue,
Denver, Colorado

" EXHIBIT A "

No. 1629 The Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, Denver.

This Note is Secured by

$ 3,000.00 Denver, Colorado May 26 19 54

One Hundred Twenty days (120) after date, for value received, I, we (and each of us) promise to pay to Millie G.Tusing or order Three Thousand and no/100- - - - - - - - - - - - Dollars with interest from date at the rate of five per cent per annum payable on demand ~~annually~~ Principal and interest payable at 628 Denham Bldg., Denver, Colorado

IT IS AGREED that if this note is not paid at maturity the principal and accrued interest thereon shall draw interest at the rate of five per cent. per annum And a failure to pay any of said interest when due shall cause the whole note to become due and collectible at once, or the interest to be counted as principal, at the option of the holder of the note. The makers and endorsers hereof hereby severally waive presentment for payment, protest, notice of non-payment and of protest, and agree to any extension of time payment and partial payments before, at or after maturity. If this note or interest thereon is not paid when due I agree to pay all reasonable costs of collection, including attorney's fees and also waive all exemptions in case of suit on this note

Kenneth H. Hewitt

Due 19

No.

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 8 1954

224 New Customhouse
Denver 2, Colorado

November 3, 1954

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: Royalty - Waltz & Hewitt
Docket No. 2712, Contract No. E532, Colorado

Enclosed is settlement sheet covering ore shipped under date of October 24, 1954 by Ben Waltz and Kenneth Hewitt to Beryl Ores Company.

Also enclosed is check signed by Benjamin Waltz in the amount of $8.39 in payment of royalty on this shipment.

W. H. King

W. H. King

Enclosure

mn

cc: Royalty File E532
Sec. to the Oper. Comm. (2) w/enc. settlement sheet
Traver w/enc. settlement sheet
Chron.

To - INTERNATIONAL MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1333 WEST MAPLE AVE.
DENVER 19, COLORADO

Denver, Colorado
Sept. 27, 1954

Don Holtz & Kenneth R. Moulton,
Rt. 2,
Morrison, Colo.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT - 4 1954

Crude Feldspar from the Rogers Mine

9-8-54	1 load Crude Feldspar	22,000# - 11.000 Tons Less Royalty	@$5.00 @ 1½%	$ 55.00 .83 $ 54.17

To -

INTERNATIONAL MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1333 WEST MAPLE AVE.
DENVER 19, COLORADO

Denver, Colorado
Sept. 27, 1954

Defense Minerals Exploration Administration,
Executive Office,
DMEA 224 New Customhouse,
Denver 2, Colorado

Royalty on Crude Feldspar mined by Waltz & Hewitt from the Diggers Mine

Crude Feldspar	22,000# - 11.000 Tons	1½%	.83¢

BERYL ORES COMPANY

ARVADA, COLORADO

NOV 2 - 1954

BUREAU OF MANAGEMENT OF THE INTERIOR
Denver, Colorado
Solid Minerals Administration
RECEIVED

10/24/54

Paid Mr. Ben Wally & Kenneth Hurst $ 167.75 for 671 net lbs. beryl @ 25¢ lb., $105 for compressor rental deducted leaving check $62.75.

C. A. Ryan

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

Defense Minerals Administration
RECEIVED
OCT 4 1954

224 New Customhouse
Denver 2, Colorado

September 28, 1954

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: Royalty - Waltz & Hewitt
Docket No. 2712, Contract No. E532, Colorado

Enclosed is settlement sheet covering ore shipped under date of September 27, 1954 by Ben Waltz & Kenneth Hewitt to International Minerals & Chemical Corporation.

Also enclosed is International Minerals & Chemical Corporation's check No. 2315, in the amount of $0.83 in payment of royalty on this shipment.

W. H. King

Enclosure

mn

cc: Royalty File E532
Sec. to the Oper. Comm. (2) w/enc. settlement sheet
Traver w/enc. settlement sheet
Chron.

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

224 New Customhouse
Denver 2, Colorado

September 14, 1954

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: Royalty - Waltz & Hewitt
Docket No. 2712, Contract No. E532, Colorado

Enclosed is settlement sheet covering ore shipped under date of September 9, 1954 by Ben Waltz & Kenneth Hewitt to Beryl Ores Co.

Also enclosed is check in the amount of $1.89 in payment of royalty on this shipment.

John F. Shaw
John F. Shaw
For W. H. King

Enclosure

mn

cc: Royalty File E532
Sec. to the Oper. Comm. (2) w/enc. settlement sheet
Traver w/enc. settlement sheet
Chron.

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

New Customhouse
ver 2, Colorado

September 13, 1954

emorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: Royalty - Waltz & Hewitt
Docket No. 2712, Contract No. E532, Colo.

Enclosed is settlement sheet covering Columbium-Tantalum ore shipped Lot No. C-T-41 under date of August 16, 1954 by Ben Waltz & Kenneth Hewitt to General Services Administration.

Also enclosed is check in the amount of $5.50 in payment of royalty on this shipment.

John F. Shaw
For W. H. King

Enclosure
mn

cc: Royalty File E532
Sec. to the Oper. Comm. (2) w/enc. settlement sheets
Traver w/enc. settlement sheet
Chron.

Subject to the [illegible]
Dated August [illegible]
Program for [illegible]
Amendment -1, [illegible]
the number of [illegible]
[illegible]
above will be [illegible]

[illegible]

I hereby [illegible]
bearing on [illegible]
worded and [illegible]

[illegible]

on [illegible] the [illegible]

and attached hereto, reflecting [illegible] is applicable to the [illegible] and concentrates [illegible] %

By [illegible]

INVOICE

To:- General Services Administration, Region 6, Kansas City, Missouri

For:- Columbium-Tantalum ores and concentrates as indicated above $ 110.07

I certify that the above bill is correct and just and that payment therefor has not been received.

Seller [redacted]

By X Ben Waltz Title [redacted]

[redacted]

JFMcIlory

Encl:

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

SEP 13 1954

224 New Customhouse
Denver 2, Colorado

September 8, 1954

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: Settlement Sheet - Waltz & Hewitt
Docket No. 2712, Contract No. E532, Colorado

Enclosed is a detailed settlement sheet covering shipment of crude feldspar by Ben Waltz and Kenneth Hewitt to the International Minerals & Chemical Corporation under date of August 30, 1954.

Check in the amount of $1.50 was forwarded to you on September 2, 1954 but settlement sheet was incomplete.

W. H. King

Enclosure

mn

cc: Royalty File E532
Sec. to the Oper. Comm. (2) w/enc. settlement sheet
Traver w/enc. settlement sheet
Chron.

To -

INTERNATIONAL MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1333 WEST MAPLE AVE.
DENVER 19, COLORADO

Denver, Colorado
August 30, 1954

DEPARTMENT OF THE INTERIOR
Bureau of Mines Administration
SEP 13 1954

Ben Waltz & Kenneth R. Hewitt,
Rt. #2,
Morrison, Colo.

Crude Feldspar from the Biggers Mine

8-23-54	1 load Crude Feldspar	19,350#			
8-24-54	1 " " "	20,620#			
		39,970# - 19.985 Tons		@$5.00	$ 99.93
		Less Royalty		@1½%	1.50
					$ 98.43

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

224 New Customhouse
Denver 2, Colorado

September 2, 1954

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: Royalty-Waltz & Hewitt, Docket No. 2712, Contract No. E532, Colorado

Enclosed is check in the amount of $1.50 together with statement from International Minerals & Chemical Corporation in payment of royalty on 19.985 tons of crude feldspar shipped from Waltz & Hewitt.

More detailed settlement sheets have been requested from the International Minerals & Chemical Corporation, and will be forwarded to you as soon as they are received in this office.

W. H. King

W. H. King

Enclosures

es

cc: Royalty File E532
Sec. to the Oper. Comm. (2) with statement
Traver with statement
Chron.

To - INTERNATIONAL MINERALS & CHEMICAL CORP.
CONSOLIDATED FELDSPAR DEPT.
1333 WEST MAPLE AVE.
DENVER 19, COLORADO

Denver, Colorado
August 30, 1954

U. S. Treasury,
224 New Custom House Bldg.,
Denver, Colorado

Royalty on Crude Feldspar mined by Weltz & Hewitt from the Biggers Mine

Crude Feldspar	39,970# - 19.985 Tons	@15%	@ 1.50

Docket File
Surname:
Houk
Porter
Chambers
Martin
Kilgoard
Hedges
Johnson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

AUG 26 1954

Mr. Irving Gumbel, Acting Director
Materials Division
Emergency Procurement Service
General Services Administration
Washington 25, D. C.

Re: Docket No. DMEA-2712 - Beryl
Ben Waltz and Kenneth R. Hewitt
Biggar Mine
Jefferson County, Colorado
Contract No. Idm-E532

Dear Mr. Gumbel:

I am enclosing one copy of a certification of discovery or development relating to the subject contract.

The exploration contract was signed on May 25, 1953, with the Government participating to the extent of 90% of $6,400.00, or $5,760.00, and was amended to total $7,383.75 on January 22, 1954.

The project was started on June 15, 1953, and completed on June 10, 1954, after the expenditure of $7,383.75 which is the total net accepted cost according to the Audit Review. The Government paid 90% of the total accepted cost or $6,645.38.

The work performed on this project consisted of a 175' crosscut open trench which exposed a zoned pegmatite indicating 28 tons of beryl, 340 tons of scrap mica and 7,000 tons of feldspar reserves. During the contract 212 pounds of beryl, 6.16 tons of scrap mica and 30 pounds of columbite-tantalite were produced.

The DMEA concurs with the field team evaluation of the work performed and has certified that a discovery or development has resulted from the work under this contract.

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosure
LGHouk:gad 8/19/54
Copy to: Admr. R. File
Mr. Thayer, 4307 GSA
Mr. Hedges, 4604
Docket
Mr. Johnson
Mr. Chambers
Operating Committee
Field Team, Region IV
Mr. Houk

Docket Copy
Surname:
Houk
Rubin
Chambers
Martin
Kiilsgaard
Hedges
Johnson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

AUG 26 1954

Messrs. Ben Waltz and Kenneth R. Hewitt
Route 2
Morrison, Colorado

Re: Docket No. DMEA-2712 - Beryl
Biggar Mine
Jefferson County, Colorado
Contract No. Idm-E532

Gentlemen:

Transmitted herewith is a certification of discovery or development on Contract No. Idm-E532 on the Biggar Mine, Jefferson County, Colorado.

By the terms of the Exploration Project Contract and of the certification, all production from the property from the date of the Exploration Project Contract, May 25, 1953, is subject to the Government's percentage royalty as set forth in the contract until the sum of $6,645.38 is paid or until May 25, 1963, whichever occurs first.

Payments should be made to Mr. W. H. King, Executive Officer, Defense Minerals Exploration Administration Field Team, Region IV, Bureau of Mines, 224 New Customhouse Building, Denver 2, Colorado. Checks should be drawn payable to the Treasurer of the United States. The purchaser should be advised to deduct the royalties from the amount due on each shipment and forward check to the Executive Officer.

Royalty payments to the Government should be accompanied by suitable evidence, such as copies of settlement sheets showing quantity and grade of ore sold, the name of the purchaser, and the price and charges certified to be correct by the purchaser.

You are requested to notify Mr. King of any changes in ownership or production rights that may have any effect on the Government's right to its percentage royalty. Also, if production ceases at any time for any extended period, please notify Mr. King at six-month intervals that no production has been made.

Sincerely yours,

C. O. Mittendorf

Administrator

LGHouk:gad 8/19/54

Enclosure

Copy to: Admr. R. File
Docket
Mr. Johnson
Mr. Chambers
Mr. Houk
Mr. Hedges, 4604
Field Team, Region IV
Mr. Thayer, 4307 GSA Bldg.
Operating Committee

R.C.J.

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

August 19, 1954

Memorandum

To: Lawrence G. Houk, Chief, Nonmetallics Division, Defense Minerals Exploration Agency

From: John D. Sargent, Commodity-Industry Analyst, Rare and Precious Metals Branch

Subject: Docket D. M. E. A. 2712, Contract Idm-E532

The Bureau of Mines recommends the issuance of a certificate of discovery under Contract Idm-E532 as recommended by the field team in July, 1954.

John D. Sargent

John D. Sargent

IN REPLY REFER TO:

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

August 4, 1954

Memorandum

REVIEW OF FIELD TEAM FINAL REPORT ON Contract Idm-E532, DMEA-2712 (beryl)

To: Lawrence G. Houk, Defense Minerals Exploration Administration
From: R. D. Trace, U. S. Geological Survey
Applicant: Ben Waltz and Kenneth R. Hewitt
Name of property: Biggar Mine
Location of property: Jefferson County, Colorado
Date of Field Team Report: July 1954
Authorship of Field Team Report: D. R. MacLaren and R. L. Bolmer
Field Team's recommendation:
1) Issue certification of discovery.
2) No additional exploration.
Comments: None
ACTION RECOMMENDED: Follow Field Team's recommendation.

Bob Trace
R. D. Trace

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

Defense Minerals Administration
RECEIVED
AUG 2 - 1954

224 New Customhouse
Denver 2, Colorado

July 29, 1954.

Memorandum

To: Secretary to the Operating Committee

From: Executive Officer, DMEA Field Team, Region IV

Subject: Docket No. DMEA-2712 (Beryl), Contract No. Idm-E532, Ben Waltz and Kenneth R. Hewitt (Biggar mine), Jefferson County, Colorado.

Enclosed are two copies of a memorandum to Mr. T. A. Christensen dated July 22, 1954 relative to final payment under the terms of the subject contract.

Final payment to the Operator in the amount of $100.00 has now been made in conformance with the Report of Review by the Contract Administration and Audit Division, dated July 8, 1954.

W H King
W. H. King

Enclosures

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

Defense Minerals Administration
RECEIVED
AUG 2 - 1954

224 New Customhouse
Denver 2, Colorado

July 22, 1954.

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: Docket No. DMEA-2712 (Beryl), Contract No. Idm-E532, Ben Waltz and Kenneth R. Hewitt (Biggar mine), Jefferson County, Colorado. **FINAL PAYMENT**

Reference is made to our memorandum of July 1, 1954 whereby we transmitted final Form MF-104, Operator's Monthly Progress Report and Voucher for the month of June 1954 and instructed you to withhold the amount of $100.00 from reimbursement to the Operator pending receipt of the Operator's final report and release of the Report of Review by the Contract Administration and Audit Division.

We now recommend that final payment to the Operator be made in conformance with the Report of Review by the Contract Administration and Audit Division, dated July 8, 1954.

Basis for Final Payment

Total accepted cost	$7,383.75
Government participation at 90%	6,645.38
Total prior payments	6,545.38
Balance due the Operator	$100.00

Paid $100.00
7-26-54
DMA-55-8
Randel R. Cooper

W. H. King

JWT:cwm

cc: Contract
Secretary to the Oper. Comm. (2)
WMTraver
Chron.
JWTownsend

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

224 New Customhouse
Denver 2, Colorado

July 22, 1954

Memorandum

To: Secretary to the Operating Committee, DMEA

From: DMEA Field Team, Region IV

Subject: Docket DMEA 2712 (Beryl), Contract Idm-E532, Ben Waltz and Kenneth R. Hewitt, Biggar Mine, Jefferson County, Colorado

Enclosed are the following final reports and other data pertaining to work completed under the subject contract:

1. Original and one copy of the operator's final report.

2. Original and three copies of the final geologic report by the U.S. Geological Survey.

3. Original and three copies of the final engineering report by the U.S. Bureau of Mines.

4. Original and three copies of Form B "Certification by the United States of America of a Discovery or Development Under an Exploration Project Contract".

Final payment to the operator was processed by this office July 22, 1954, in conformance with the final Report of Review by the Contract Administration and Audit Division dated July 8, 1954.

The exploration work consisted of trimming the edges of the existing open cut trench and deepening the trench for a linear distance of 175 feet at a total accepted cost of $7,383.75, in which the Government participated to the extent of 90% or an amount of $6,645.38. The exploration work resulted in a discovery or development of beryl, scrap mica, and feldspar ores on which it is recommended that a certification of such be issued in conformance with Form B enclosed.

W. H. King
W. H. King

A. H. Koschmann
A. H. Koschmann

Encls.

Reviewed by Dwett
Oper. Comm.
7-30-54.

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
Defense Minerals Exploration Administration
Denver Federal Center
Denver 2, Colorado

Final Fld Wk Rpt.

June 25, 1954

Memorandum

To: DMEA Field Team, Region IV

From: A. H. Koschmann

Subject: DMEA Docket 2712, Biggar Mine, Jefferson County, Colorado

Enclosed are 9 copies of the final geologic report by D. R. MacLaren of the U. S. Geological Survey covering the above docket.

MacLaren concludes that exploration at the Biggar mine has proven the beryl ore zone to continue 40 feet down dip from the floor of the old open cut. He estimates an ore reserve of 28 tons of beryl, 420 tons of scrap mica, and 1,000 tons of feldspar and recommends that a discovery be certified.

I concur in this recommendation.

E. N. Hausman
for A. H. Koschmann
Supervising Geologist
Colorado-Wyoming

Enclosures (9)

Reviewed by
DMEA OPERATING COMMITTEE
7-30-54
(date)

BIGGAR MINE

JEFFERSON COUNTY, COLORADO

DMEA DOCKET 2712

Final Geologic Report

Reviewed by
DMEA OPERATING COMMITTEE
7-30-54
(date)

By D. R. MacLaren
U. S. Geological Survey

BIGGAR MINE
JEFFERSON COUNTY, COLORADO

INTRODUCTION

Ben Waltz and Kenneth R. Hewitt, partners, and the Defense Minerals Exploration Administration signed contract Idm-E532, dated May 25, 1953, for the purpose of exploring the downward extension of the Biggar pegmatite for beryl and associated minerals. The Biggar mine is in section 3, T. 6 S., R. 70 W., Jefferson County, Colorado. Under the terms of the contract the partners were to drive a trench 150 feet long at an elevation approximately 22 feet below an existing trench to crosscut the pegmatite dike near the south end. The contract was amended to allow an additional 25 feet of trench, making a total of 175 feet. The cost of the project was $7,383.75, of which the Government's share was $6,645.38. Work began June 15, 1953, and was completed June 10, 1954.

It is concluded that this project has proven that the beryl-mica-feldspar bearing zones of the dike have extended at least 22 feet below the floor of the present open-cut and that additional recovery of 28 tons of beryl averaging 12.1% BeO, 420 tons of scrap mica, and 1,000 tons of feldspar may be expected. It is therefore recommended that a discovery be certified.

GEOLOGY

The geology of the Biggar mine is described by J. B. Hanley, E. Wm. Heinrich, and Lincoln R. Page in U. S. Geological Survey Professional Paper 227 (1950), and has been summarized by Truman H. Kuhn in the original Geologic Report, DMEA Docket 2712. Hanley describes the pegmatite as comprising a core of quartz and microcline, an intermediate zone of quartz,

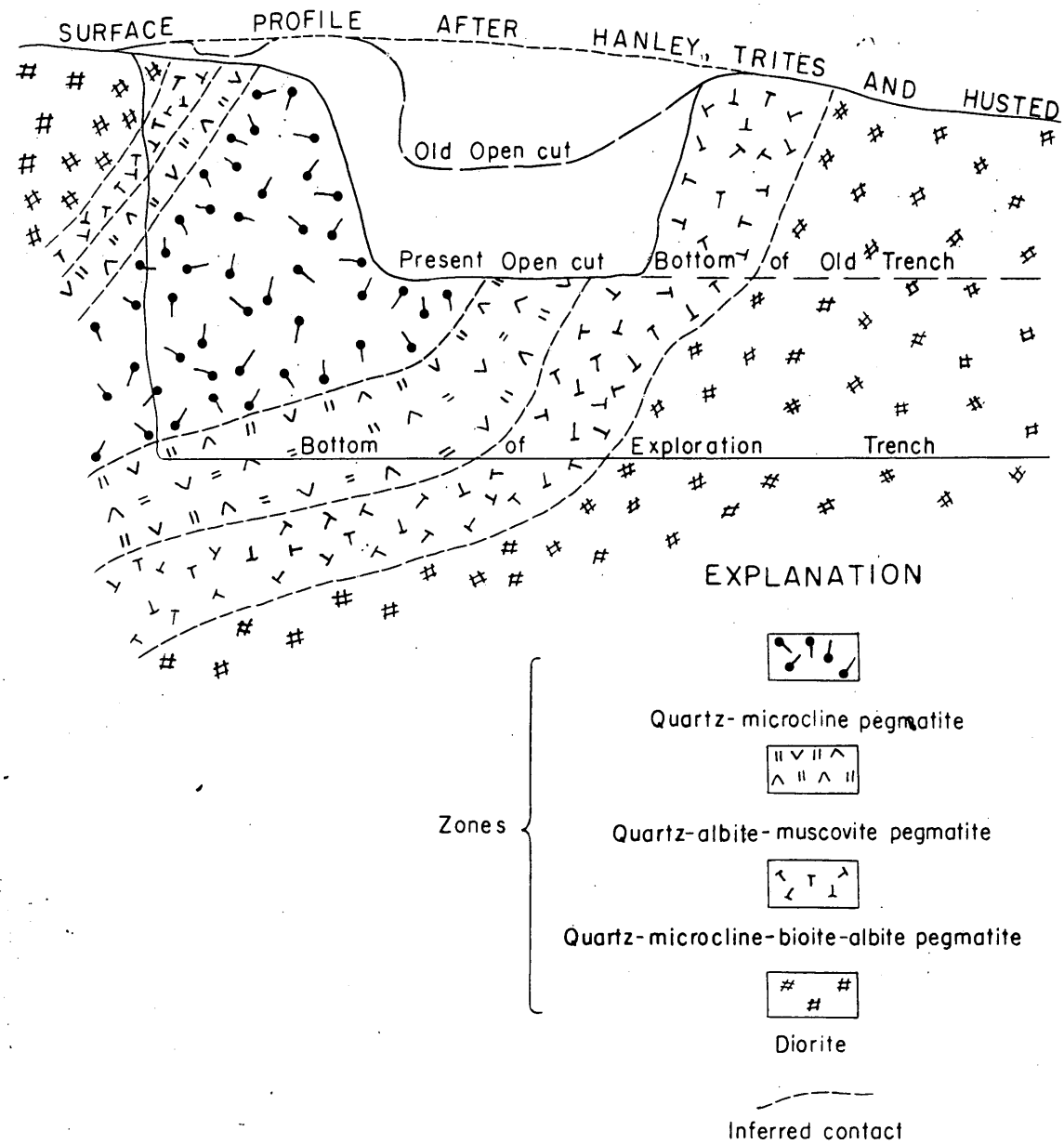
albite, and muscovite, and an outer zone of quartz, microcline, biotite, and albite, striking N. 40° W. and dipping 75° SW between walls of diorite. The exploration trench (figure 1) shows that the dip flattens, but there is no change in the zonal arrangement of the minerals. At the trench level the contact between the core and the intermediate zone dips 26° SW, the contact between the intermediate zone and the outer zone dips 45° SW, and the contact between the outer zone and the diorite dips 50° SW. There is no appreciable variation in thickness of either the intermediate or the outer zones, but the core shows a definite thinning, suggesting that the dike is either about to pinch out or follow a masked roll of the hangingwall. The beryl and mica occur mostly in the intermediate zone and to a lesser extent in the core along their common contact. Due to the flattening of dip the effective depth of the beryl-mica zone exposed in the trench is about 40 feet. Based upon Hanley's estimate of 70 tons of pegmatite for each foot of depth, a maximum of 2,800 tons of beryl-mica ore has been indicated. There is no reason to change Hanley's estimate that the beryl-mica zone will average 1% beryl containing 12.1% BeO, and 15% mica. Therefore the 2,800 tons of pegmatite may be expected to yield 28 tons of beryl and 420 tons of scrap mica. The exploration trench exposes an area of 810 square feet of core, estimated to average 60% feldspar. Assuming this area to be average for the length of 250 feet exposed in the old open-cut, the core should contain about 1,687 tons of pegmatite and should yield about 1,000 tons of feldspar.

CONCLUSIONS AND RECOMMENDATIONS

It is concluded that the beryl-mica-feldspar bearing zones of

the pegmatite extend at least 22 feet vertically, and 40 feet parallel to the line of dip, below the bottom of the existing open-cut, and that they contain 28 tons of beryl averaging 12.1% BeO, 420 tons of scrap mica, and 1,000 tons of feldspar. It is also concluded that the core of the pegmatite is considerably narrower at the trench level than it was at the surface, suggesting that the dike is about to pinch out or follow a hidden roll in the hangingwall and does not extend very far below the level of the trench.

It is recommended that a discovery be certified.



Geology by D. R. MacLaren and J. W. Adams, June, 1954

FIGURE 1.—SECTION ALONG NORTH WALL OF EXPLORATION TRENCH, BIGGAR MICA MINE, JEFFERSON COUNTY, COLORADO

20 10 0 20 Feet

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Mining Division
Date Rec'd.
JUL 12 1954
BUREAU OF MINES
Denver, Colorado

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
July 8, 1954

Memorandum

To: Executive Officer, DMEA Field Team, Region IV

From: Chief, Mineral Resources Branch, Mining Division, Region IV

Subject: DMEA 2712, contract Idm-E532 (Beryl) Ben Waltz and Kenneth R. Hewitt (Biggar pegmatite), Jefferson County, Colorado

Enclosed are the original and seven copies of R. L. Bolmer's final engineering report on the subject contract on which operations were completed June 10, 1954.

An exploration surface crosscut trench excavated 175 feet through the pegmatite developed at a depth of 22 feet below the floor of the original pit reserves estimated by Bolmer as 27.5 tons of beryl, 275 tons of scrap mica, and 5,500 tons of commercial grade feldspar with values of $13,750.00, $6,875.00, and $27,500.00, respectively.

Production was made and royalty paid during the course of the exploration and will continue as the operators mine material from the pegmatite ores made available by the trenching. No additional exploration or development with Government assistance is considered necessary or recommended.

Certification of Discovery or Development is recommended and three copies of form "B" with suggested description of the discovery are included for your approval and submission to the Administrator as a suggestion for his certification of the project.

W. M. Traver

W. M. Traver

enclosures

cc 7
E532
DMEA Chron.

WMT/pam

UNITED STATES
DEPARTMENT OF THE INTERIOR
DOUGLAS McKAY, SECRETARY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM
REGION IV

FINAL ENGINEERING REPORT

DMEA 2712, Exploration Project Contract Idm-E532

The Biggar Pegmatite Deposit

Ben Waltz and Kenneth R. Hewitt

Jefferson County, Colorado

Beryl

R. L. Bolmer, Mining Engineer
Bureau of Mines

July 6, 1954

DMEA 2712, Contract Idm-E532

THE BIGGAR PEGMATITE DEPOSIT
BEN WALTZ AND KENNETH R. HEWITT
JEFFERSON COUNTY, COLORADO

CONTENTS

Final Engineering Report — Page

Summary and introduction 1
Location and ownership 2
History and production 3
Description of the deposit and the discovery 4
Work completed under the contract 6
Expenditures 7
Conclusions and recommendations 8

ILLUSTRATIONS

Figure — Follows Page

1. Operators property rights, Biggar mine, Jefferson County, Colo. 3

2. Longitudinal section through exploration trench, Biggar mine, Jefferson County, Colo. 4

DMEA 2712, Contract Idm-E532

THE BIGGAR PEGMATITE DEPOSIT
BEN WALTZ AND KENNETH R. HEWITT
JEFFERSON COUNTY, COLORADO

FINAL ENGINEERING REPORT

By

R. L. Bolmer

SUMMARY AND INTRODUCTION

Exploratory work at the Biggar pegmatite deposit, as authorized under Exploration Project Contract Idm-E532, was completed June 10, 1954. An estimated 27.5 tons of beryl, 275 tons of scrap mica, and 5,500 tons of commercial feldspar were developed in the deposit as a result of project work. Production from the development was considered economically feasible and was anticipated. A Certification of Discovery or Development resulting from work under the contract was recommended. Further development of the deposit with Government assistance was considered unwarranted.

The contract, prepared on form MF-200(A) and dated May 25, 1953, was between the Government and a partnership consisting of Ben Waltz and Kenneth R. Hewitt of Route 2, Morrison, Colo. The property rights listed therein--the patented Switzer lode mining claim (U. S. Survey No. 6149 Amended) in the NW1/4 sec. 3, T. 6 S., R. 70 W., sixth principal meridian, Jefferson County, Colo.--are owned by D. N. Biggar and Jennie Orin of Littleton, Colo. The property is leased to the partners until July 7, 1961, and the owners have subordinated their rights to those of the Government under the terms of the contract.

The Biggar pegmatite, an internally zoned lenticular shaped body within diorite, has been exposed for a length of some 300 feet and for widths up to 50 feet. The deposit was mined as an open pit to depths of about 25

feet below its original surface outcrop and has a reported production of mica, feldspar, and beryl dating back to the 1890's.

Work authorized under the contract consisted of (1) trimming the walls of the old pit and cleaning out broken waste from within its confines, and (2) excavating 150 feet of open cut trench so as to crosscut the pegmatite body some 22 feet lower than the existing floor of the old pit. The total estimated cost of the project, in which the Government would participate to the extent of 90 percent on the basis of certain agreed costs for units of work actually completed, was $6,400.00. As work progressed, it became apparent that the trenching authorized was insufficient to fully crosscut the deposit and the contract was amended so as to increase the open cut distance to 175 feet and the total estimated cost of the project to $7,383.75.

Initial work began June 15, 1953, and was pursued fairly continuously until the authorized program had been completed. The accepted costs of the project, based on the authorized units of work actually completed at the agreed unit prices, totaled $7,383.75. As the operators otherwise had complied with the provisions of the contract, their reimbursement by the Government for 90 percent of the accepted expenses, or $6,645.38, was considered valid and proper.

LOCATION AND OWNERSHIP

The Biggar pegmatite is in the NW1/4 sec. 3, T. 6 S., R. 70 W., sixth principal meridian, Jefferson County, Colo. It occurs at an altitude of 7,240 feet on the northern slope of Bald Mountain in the drainage of

South Turkey Creek. A short access road to the deposit branches from State Highway 124 at a point 0.7 miles southeasterly of its junction with old U. S. Highway 285. Denver, the closest shipping point and market, is 25 miles northeasterly via U. S. Highway 287.

The property consists of the single, patented Switzer lode mining claim, U. S. Survey No. 6149 Amended. The rectangular claim, 300 feet in width and 1,233 feet in length, encloses the presently exposed limits of the deposit (fig. 1). D. N. Biggar and Jennie Orin of Littleton, Colo., the recorded owners of the property, have executed form MF-203, Owners Consent to Lien. They have leased the property for a period of 10 years beginning July 7, 1951, to the operators under the exploration project contract. The lease provides for the following royalty payments on products recovered from the deposit: mica, $0.50 per ton; feldspar, $0.25 per ton; all other ores produced and marketed, 10 percent of the net value.

HISTORY AND PRODUCTION

The deposit was discovered and opened in 1884 during a search for tin ore. No tin was found but a deposit of mica was proven and reportedly was worked on a small scale until about 1890. The mine was reopened for the production of feldspar in 1937 and has been worked intermittently since that date. During the period 1937-44 the deposit is reported to have produced at least 300 tons of feldspar, about 100 tons of scrap mica, and 18.9 tons of beryl. Since leasing the property in 1951, the operators recovered and marketed 234 tons of feldspar, 5.67 tons of scrap mica, and 5.67 tons of beryl with an estimated total value of about $5,000.00.

During the project, the operators recovered and marketed 6.16 tons of scrap mica and 212 pounds of beryl from the exploration cut. The

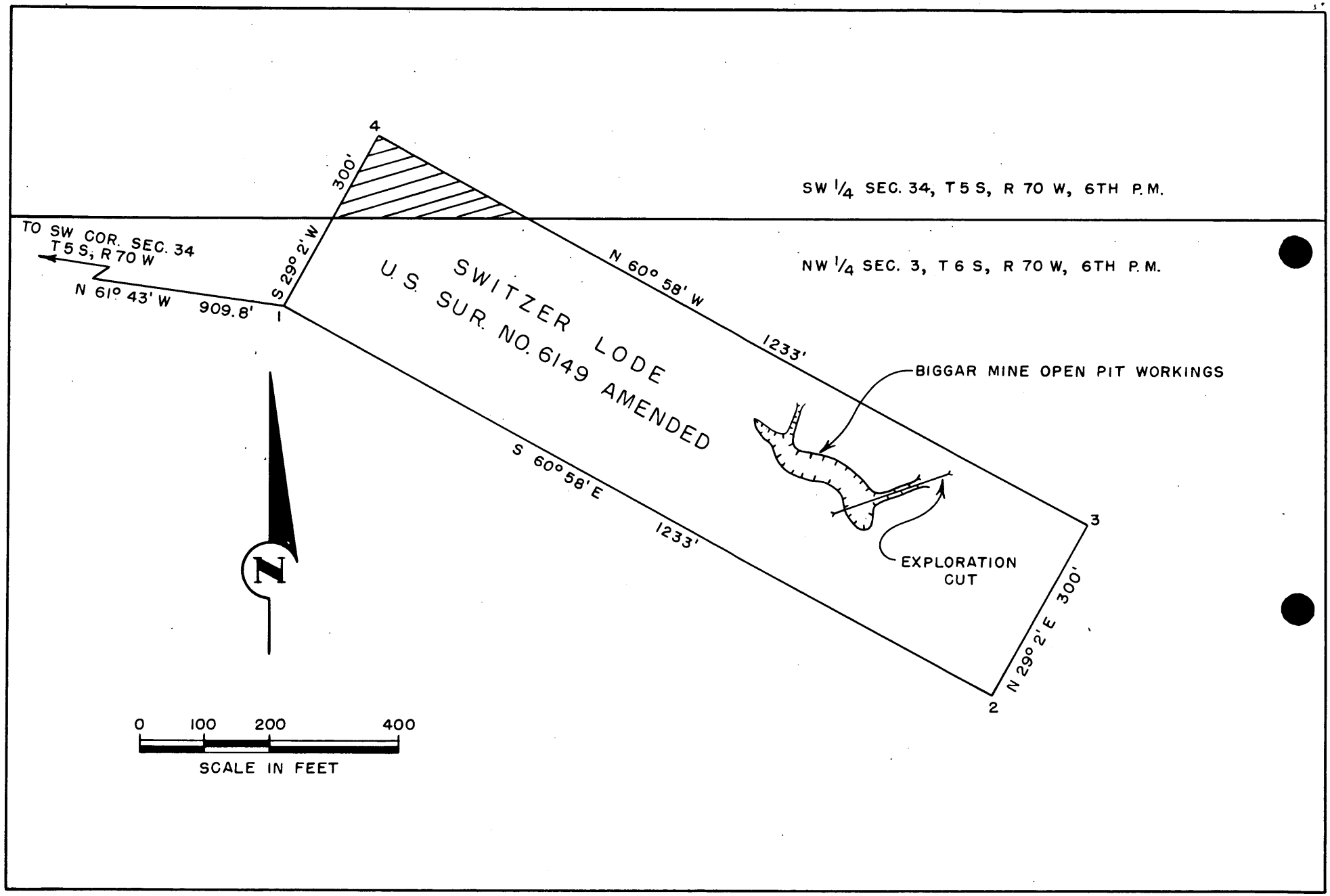


FIGURE 1 - OPERATORS PROPERTY RIGHTS, BIGGAR MINE, JEFFERSON COUNTY, COLO. (DMEA 2712, CONTR. Idm-E532)

mica was sold to the International Minerals and Chemical Corporation, 330 West D Street, Pueblo, Colo., for a unit price of $25.00 per ton. The beryl was marketed to the Beryl Ores Company, Arvada, Colo., for $0.25 per pound. The total net value of this production was $207.00, on which a royalty of 5 percent, or $10.35, was received by the Government.

DESCRIPTION OF THE DEPOSIT AND THE DISCOVERY

The Biggar pegmatite, a distinctly zoned body within pre-Cambrian schistose diorite, is exposed by surface workings for a length of some 320 feet and for widths up to about 50 feet. The general trend of the deposit is N. 40° W. and the dip is 75° southwest. The body narrows both to the northwest and southeast. The body has been mined as an open pit to depths of about 25 feet below its original outcrop. The exploration trench cross-cuts the body about 22 feet below the floor of the old pit (fig. 2).

The deposit contains a wall zone of medium-grained quartz-microcline-biotite-albite pegmatite, an intermediate zone of quartz-albite-muscovite pegmatite, and a core of microcline-quartz pegmatite. The wall zone varies from 5 to 11 feet wide and probably averages about 5 feet. The intermediate zone has an average thickness of 2 to 3 feet and contains accessory beryl, columbite-tantalite, and bismuthinite. Abundant muscovite of scrap grade and concentrations or clusters of coarse beryl crystals occur both in the intermediate zone and in the outer edges of the core. Commercial grade feldspar makes up about 60 percent of the core. The deposit is more thoroughly described in Geological Survey Professional Paper 227: Pegmatite Investigations in Colorado, Wyoming, and Utah in 1942-44 by John B. Hanley E. Wm. Heinrich, and Lincoln R. Page.

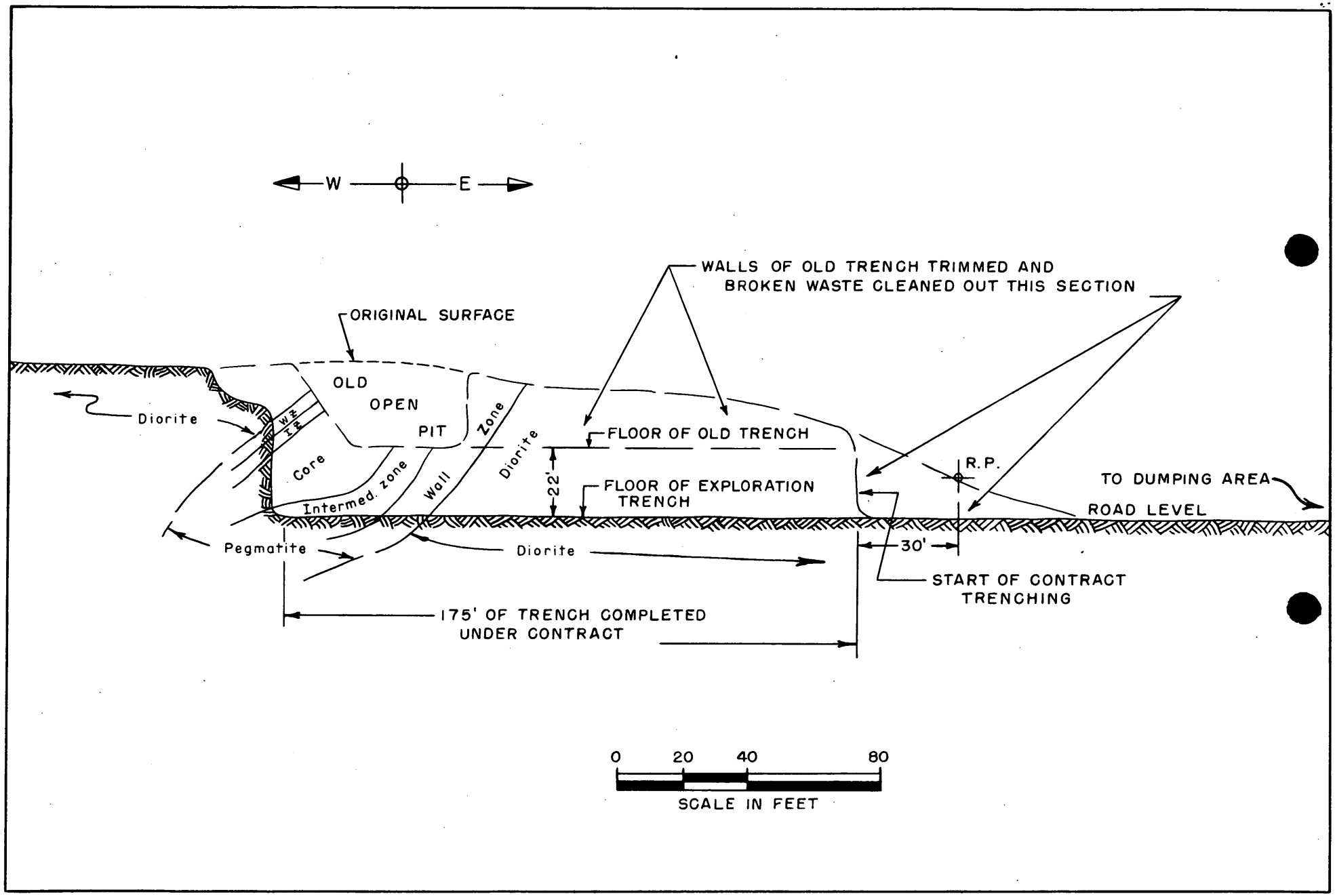


FIGURE 2 - LONGITUDINAL SECTION THROUGH EXPLORATION TRENCH, BIGGAR MINE, JEFFERSON COUNTY, COLO. (DMEA 2712, CONTR. Idm-E532)

The productive area of the pegmatite (the intermediate zone and core) at the horizon of the old pit floor is about 200 feet long, averages approximately 30 feet in width, and contains about 500 tons of pegmatite material per foot of depth. Twenty-five percent of this area, or 125 tons per foot of depth, is estimated to carry 1 percent beryl and 10 percent scrap mica. The productive area is estimated to contain 50 percent commercial feldspar. On this basis, the body, over a mining length of 200 feet, can be expected to yield 1.25 tons of beryl, 12.5 tons of scrap mica, and 250 tons of commercial feldspar per foot of depth.

The exploration trench crosscuts the body about 22 feet below the floor of the old pit and has developed to this new depth approximately 27.5 tons of beryl, 275 tons of scrap mica, and 5,500 tons of commercial grade feldspar of an estimated present value of $13,750.00, $6,875.00, and $27,500.00, respectively.

The entire Biggar pegmatite deposit, described above and occurring within the boundaries of the Switzer claim, constitutes the discovery or development under the exploration project contract.

A small quantity of beryl and considerable amounts of mica were recovered from the exploration cut. It is believed that greater concentrations of beryl will be found through development of the productive zones both north and south of the trench. The operators intend to commence mining of the productive zones north of the cut, principally for their feldspar content. Any mica or beryl encountered by such work will be recovered and marketed.

WORK COMPLETED UNDER THE CONTRACT

Initial work under the contract began June 15, 1953. It involved trimming the old pit walls and cleaning out the broken waste within the confines of the pit ahead of the projected open cut. The clean up was performed with a bulldozer. An old ore bin and waste dump located on the lower eastern slope in line of the trench were removed. The preliminary work was completed July 9, 1953, and actual excavation was started immediately thereafter.

The cut was started in diorite on the lower slope east of the pegmatite (fig. 2). The diorite, especially near the surface was weathered and soft and the excavation was rapid. As the trench advanced westerly and increased in depth below the surface, the diorite became fresher and harder. Operations were carried out fairly continuously until June 10, 1954, at which time the trench had been extended the authorized 175 feet and essentially had crosscut the pegmatite.

The cut was advanced by benching. Broken material was removed with a gasoline-powered scraper and was loaded by means of a ramp directly into a truck for the short haul to the dumping area. The ramp was advanced into the cut as the trench progressed. As depth below the surface increased, the breast of the cut was advanced in two and later three benches.

The eastern diorite-pegmatite contact dipped irregularly about 50 degrees westerly. While the trench passed this contact on the surface (40 feet above grade level) at a distance of 132 feet, it did not penetrate pegmatite at grade level until a distance of 162 feet. Near grade level, the walls of the cut could be maintained nearly vertical. It was necessary to maintain the softer, weathered material near the surface at nearly a 1:1 slope. On several occasions, considerable tonnages of this softer rock and old spoil material slid into the cut.

The operations were carried out almost exclusively by the two operators. The work was performed conscientiously and, considering the type and the condition of the equipment employed, was performed efficiently. An overhead tractor loader, instead of the scraper, would have been more efficient for the excavation, and such equipment was intended when the original cost estimates were figured.

EXPENDITURES

The total estimated cost of the program, in which the Government would participate to the extent of 90 percent on the basis of certain agreed costs for units of work actually completed, was $7,383.75. The agreed unit price for excavating the open cut was $39.35 per foot; the agreed price for the preliminary work of trimming the pit walls and cleaning out broken waste was $497.50 for the complete job.

The total authorized units of exploration actually completed by the operator and accepted by the examining engineer, for which the operator requested reimbursement of expenses at the agreed unit prices, are summarized below:

Authorized work	Units completed	Agreed unit costs	Total accepted costs
Trim walls and clean out broken waste within the confines of the present pit floor	Job	$497.50	$ 497.50
Excavate an open cut a minimum width of 5 feet at floor level and 175 feet long	175 feet	39.35	6,886.25
		Total accepted costs of project	$7,383.75

The actual completion of the total units of exploration reported by the operator, in the manner specified in the contract or amendments thereto, has been verified by engineering inspection. The unit prices, at which the

authorized and completed exploration has been reported by the operator, conform with those agreed to in the contract. It appears that the operator otherwise has complied with the terms of the contract and that Government participation of $6,645.38, or 90 percent, in the reported and accepted costs of the project is valid and proper.

CONCLUSIONS AND RECOMMENDATIONS

It is concluded that project work at the Biggar mine was carried out and completed in the manner specified by the contract and the Government participation in the total accepted expenses of the work is valid and proper.

The ore development resulting from the program is considered significant and it is recommended that a Certification of Discovery or Development be issued for the project. Economic production of the various pegmatite minerals developed at the property is considered feasible and is anticipated. Further development of the deposit with Government assistance is not recommended.

21254-3

CERTIFICATION BY THE UNITED STATES OF AMERICA
OF A DISCOVERY OR DEVELOPMENT UNDER
AN EXPLORATION PROJECT CONTRACT

FORM B

To: 1/ A partnership consisting of Ben Waltz and Kenneth R. Hewitt,
Route 2, Morrison, Colorado

Pursuant to the provisions of Exploration Project Contract No. Idm E532, dated July 8, 1953, (Docket No. 2712), hereinafter called the "contract" between you and the United States of America, hereinafter called the "Government"; to establish and fix the Government's percentage royalty on production and its lien thereon and on the land described in the contract, the Government considers and therefore certifies that discovery or development from which production may be made, has resulted from the exploration work.

The nature of said discovery or development is described broadly or indicated as follows:

Exploration by a surface crosscut trench of the Biggar pegmatite deposit located on the Switzer lode mining claim, U. S. Survey No. 6149, Jefferson County, Colorado, developed at a depth of 22 feet below the original pit a substantial quantity of beryl, scrap mica, and commercial grade feldspar. Production resulted from the exploration work and will continue as mining operations progress from zones exposed by the exploration trench.

Dated: _____

THE UNITED STATES OF AMERICA

By _____
Administrator, Defense Minerals
Exploration Administration

1/ Insert full name of operator as it appears in the Exploration Project Contract.

CERTIFICATION BY THE UNITED STATES OF AMERICA OF A DISCOVERY OR DEVELOPMENT UNDER AN EXPLORATION PROJECT CONTRACT

FORM A

To: 1/ _____

_____

Pursuant to the provisions of Exploration Project Contract No. IDm _____, dated _____ (Docket No. _____), hereinafter called the "contract," between you and the United States of America, hereinafter called the "Government", to establish and fix the Government's percentage royalty on production and its lien thereon and on the mineral deposit which is the subject of the exploration project, the Government considers and therefore certifies that a discovery or development has resulted from the work from which commercial production of ore may be made.

The Government's estimate of said discovery or development is particularly described and delimited as follows:

_____

_____

_____

_____

_____

_____

Dated: _____

THE UNITED STATES OF AMERICA

By _____
Administrator, Defense Minerals
Exploration Administration

1/ Insert full name of operator as it appears in the Exploration Project Contract.

July 16, 1954

W. M. Traver
Building 20
Federal Center
Denver, Colorado

Mineral Resources Branch
Date Rec'd
JUL 14 1954
BUREAU OF MINES
Denver, Colorado

DIST. ENGR.
EXAMINATION
DIST. CLERK
PERSONNEL
FILES

RE: Docket No. DMEA 2712
Contract No. IDM - E-532

Operators Final Report:

This letter is intended to give an account of work done under the above contract.

The first portion of the work consisted of trimming walls and cleaning trench of original access trench.

The cost of this portion of the work was estimated at $497.50. This part of the contract was completed by blasting down over-hanging and vertical rock, giving the walls a smooth and well-trimmed appearance.

Waste material was moved with a Sauerman double drum hoist using a sand and gravel bucket converted to a rock type bucket. As the mucked out material piled up in front of the Sauerman hoist it was moved to dump area on right and left side of access trench, using a tractor loader first and finally with a caterpillar dozer.

Since we had little or no income during this period of time until the initial work under contract was completed, we obtained credit by obtaining supplies needed. Also, we obtained money from a private source to purchase in full the Sauerman hoist.

The trenching operations began by installing sauerman hoist near road and building a ramp to load 1½ ton dump trucks. It was then necessary to remove cribbing from the area thru which we began trenching. This was done by cutting logs into near center of cribbing and pulling ends of logs out with an old auto wrecker, using winch and cable. Some logs were removed with a great deal of difficulty. After all logs in this cribbing were removed it became possible to use Sauerman hoist in mucking out material onto ramp and into trucks.

After this cribbing removal we had good success in blasting the diorite and mucking it out into trucks for removal to dump area.

One bad experience during this period was a head injury on Keneth R. Hewitt which affected his eye sight. The eye condition has returned to normal.

A second ramp was installed to facilitate waste removal. After this we found blasting of the diorite near floor of trench to be very difficult in which large blocks of diorite had to be removed. This was more pronounced after 60 feet of trenching.

Docket No. DMEA 2712
Contract No. IDM - E-532

Traver - 7/16/54

After reaching pegmatite wall zone a large portion of left wall of trench slid into trench. The foliation of rock on this wall is such that even after extensive trimming it did not hold wall. The wall zone of pegmatite appears to be an inclusion aplite on foot wall side of trench.

All material moved was affected by benching down to floor level. The usual depth of drill holes was 6 feet for most effective blasting, considering our means of waste removal.

Considerable area of intermediate zone was crosscut. Some beryl was found in small lenses. Altogether 212 lbs. of the ore was sold to Beryl Ores Co., Arvada, Colorado at 25¢ per lb. Scrap mica was saved and 6.15 tons was sold to International Mineral & Chemical Corp. in Pueblo, Colo. at $25 per ton. About 30 lbs. of Columbite Tantalite was sorted and saved.

The core material crosscut was mainly whitish to light rose quartz. Small amounts of beryl and columbite tantalite were found on hanging wall side intermediate zone which shows to be 3 ft. across where exposed.

Additional trenching was not recommended by geologist, Donald Macleran, because thru this area the intermediate zones are fairly barren and the size of remaining intermediate zone is not large.

The cost of trenching 175 ft. was computed at $39.35 per lineal foot and totaled $6886.25. Total cost of project was $7383.75.

Our expenditure on the project was $2,660.18 for gasoline, dynamite, compressor rental, and other supplies. Our wages consisted of any remainder of a check after expenses were paid.

Mining operations will begin during month of July, 1954. Deposits of microcline feldspar are seen in core to northwest and we plan to remove this portion and also skirt inner edges of intermediate zones where possible. Past beryl areas are known and we hope to mine these areas extensively for this ore.

Ben Waltz
Kenneth R Hewitt

Partners
Ben Waltz & Kenneth R. Hewitt

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

224 New Customhouse
Denver 2, Colorado

July 14, 1954

Memorandum

To: Secretary to the Operating Committee

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket 2712 (Beryl), Contract Idm-E532, Waltz & Hewitt, (Biggar mine), Jefferson County, Colorado.

Enclosed are two copies of the Operator's Monthly Progress Report, Form MF-104 and MF-104A, Operator's Narrative Report, Inspecting Engineer's Narrative Report, and other supporting data pertaining to work under the subject contract for the month of June 1954.

W H King
W. H. King

Enclosures

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
REGION IV

JUL 19 1954

Administrative Audit Difference Statement

Date: July 1, 1954
Payee's
Reference: Progress Report

June, 1954

Don Willis &
Kenneth D. Coulter,
M/2,
Dorchester, Colo.
Zdr-1532

Upon examination of the above Payee's Reference a difference was found which made it necessary to suspend your account accordingly:

90% of Amount Claimed $ 354.25

Difference $ 30.00

Amount Approved $ 324.25

The reason for the difference was due to:

An amount of $100 is being withheld from the payment due the Operator pending receipt of the Operator's final report and release of the Report of Review by the Contract Administration and Audit Division.

Any reclaim for deductions made above must be supported by the ORIGINAL of this form.

Very sincerely yours,

N. E. Stokes
Audit Section

R-IV-B & F Form No. 4
4-15-52 D

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

224 New Customhouse
Denver 2, Colorado

July 1, 1954.

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket 2712 (Beryl), Contract Idm-E532, Waltz and Hewitt, (Biggar mine), Jefferson County, Colorado. Operator's Monthly Progress Report for the period June 1954.

Enclosed are the original and four copies of Form MF-104 and MF-104A, Narrative Report, and Engineer's Report for the above period.

Work has been completed as authorized by the contract. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore we recommend that payment be made for 90 per cent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report.

An amount of $100.00 is to be withheld from the payment due the Operator pending receipt of the Operator's final report and release of the Report of Review by the Contract Administration and Audit Division.

Remarks:

Date of Report	June 14, 1954.
Date Received in Field Office	June 24, 1954.
Date Received in Region Office	June 30, 1954.

WH King
W. H. King

Enclosures

RDB:cwm

cc Contract
WWTraver
Secretary to the Oper. Comm. (2)
Chron.
JWTownsend

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 2, Colorado
June 29, 1954

Memorandum

To: Executive Officer, DMEA Field Team, Region IV

From: Chief, Mineral Resources Branch, Mining Division, Region IV

Subject: DMEA 2712, Contract Idm-E532 (Beryl), Waltz and Hewitt, (Biggar mine), Jefferson County, Colo.--Progress report for June 1954

Enclosed are the original and four copies of the above progress report, the final one--forms MF-104 and MF-104A, with narrative--and the original and six copies of R. L. Bolmer's memorandum covering his inspection of the surface trenching progress and checking the reporting forms. The contract is unit cost on short form MF-200(A) and no documentation is required.

Bolmer made an inspection June 10, 1954, for the purpose of checking the monthly progress and also to obtain the necessary information for the preparation of his final engineering project report. He was accompanied by D. R. MacLaren and J. W. Adams of the Geological Survey. The 10 feet advance of the surface trench was found correct, completing 175 feet as reported in the narrative and authorized by contract and amendment. Entries and extensions are correct on the reporting forms.

Payment is approved and certified on the MF-104 forms of $354.15, or 90 percent of the total $393.50 claimed by the contractor.

Unless you consider the monthly narrative adequate to serve as the operators' final engineering and geological report, sufficient funds should be withheld from final payment to assure compliance with the terms of the contract regarding final reports. You will probably withhold some payment until final audit is completed. Our final report recommending certification of discovery or development is in preparation.

W. M. Traver

W. M. Traver

enclosure
WMT/kp
cc 4
E532
Chron

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 2, Colorado
June 28, 1954

Memorandum

To: Chief, Mineral Resources Branch, Mining Division, Region IV

From: R. L. Bolmer

Subject: DMEA 2712, Contract Idm-E532 (Beryl), Waltz and Hewitt, (Biggar mine), Jefferson County, Colo.--Progress report for June 1954

Progress under the subject short-form contract was inspected June 10, 1954, with D. R. MacLaren and J. W. Adams of the Geological Survey in the company of Ben Waltz and K. R. Hewitt. The June progress reported by the operators--a 10-foot advance of the authorized open cut--was confirmed during the inspection. The progress this period completes the 175 feet of crosscut trenching authorized under the amended contract.

On the date of inspection the breast of the open cut measured 210 feet west of the established reference point for a total trenching advance of 180 feet. The open cut had been cleaned of broken material to its grade level (some 22 feet below the existing open pit) and, at that level, exceeded the minimum authorized width of 5 feet. A description of the deposit was included with the May progress report.

The work authorized under the exploration program has been completed by the operator in the manner specified by the contract and to the satisfaction of the inspecting engineer. Further development of the deposit with Government assistance is not considered warranted. A certification of discovery or development will be recommended for the project. The date of the final inspection and measurement of progress under the contract, June 10, 1954, may be considered the completion date of the project.

The total costs of $393.50 reported this period--equivalent to the final 10 feet of trenching at the agreed unit price of $39.35 per foot--are accepted. Payment of 90 percent of this amount, or $354.15, is recommended after all the final details regarding the closing of this contract have been completed.

R. L. Bolmer

R. L. Bolmer
Mining Engineer

RLB/kp
cc 6, E532, Charon

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.4
Approval expires 6-30-53.

JUL 19 1954

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of June, 1954 Docket No. DMEA 2712 Contract No. IDM 8 538
Operator's Name Ben Waltz & Kenneth R. Lewis Minerals Beryl
Address Route 2, Box 47 Morrison, Colo
Contract Amount, $ 7483.75 Government Participation: 90 % Amount, $ 6,645.38

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting						
Trenching	393.50	6493.75	6886.25			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
Trim walls & Clean trench		497.50	497.50			
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	393.50	6990.25	7383.75	393.50	6990.25	7383.75

I certify that the above bill is correct and just and that payment therefor has not been received.

Date _____ *Payee Ben Waltz & Kenneth R. Lewis

Per Kenneth R. Lewis Title _____

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 254.15

Signature _____ (Authorized Certifying Officer)

Date 7/1/54 Vou. No. DMA 54-1

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E-532 in accordance with the terms of the contract.

Signature R. P. Bolmer #354.15 Title Mining Engineer Date JUN 28 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: R.D.B.

Signature W. H. King Title Executive Officer Date JUL 1 1954

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

GPO 83-38476

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.1
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of June 195 4 Docket No. DMEA 2712 Contract No. 101-E 582

Operator's Name Ben Walts & Kenneth R. Hewitt Minerals Beryl

Address Route 2, Box 47, Morrison, Colo.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping	Foot	392.50	10	6888.25	175	39.35	175	39.35
Trenching								
Test Pits								
Trim walls & clean trench	Job			497.50			Job	497.50
TOTAL DISTRIBUTED COSTS		392.50	10					TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
		392.50		7385.75				
TOTAL COSTS								

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

June 14, 1954 Ben Walts & Kenneth R. Hewitt

Date Operator

Per Kenneth R Hewitt Title

Ben Walts

→ NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

REMARKS:

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 83-38475

June 23, 1954

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

JUL 19 1954

DOCKET NO. DMEA 2712

CONTRACT NO. IDM-E 532

NARRATIVE:

Final trenching operations were continued during month of June by further blasting and mucking out of waste.

Final measurements of trench indicate we have advanced slightly further than 175 feet, possibly 180 feet.

The beryl depositsin this portion of crosscutting pegmatite is very barren although a large thickness of intermediate zone was cut thru.

The work is completed according to contract specifications as to width, although now we are getting the trench wide enough for truck passage.

During this portion of work partner Kenneth R. Hewitt suffered a broken leg from impact of the dragline bucket.

Work is continued using Hewitt's son or sons assisting on minor duties

Ben Waltz

(Partners) Ben Waltz & Kenneth R. Hewitt

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

224 New Customhouse
Denver 2, Colorado

June 10, 1954.

Memorandum

To: Secretary to the Operating Committee

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket 2712 (Beryl), Contract Idm-E532, Waltz and Hewitt (Biggar mine), Jefferson County, Colorado.

Enclosed are two copies of the Operator's Monthly Progress Report, Form MF-104 and MF-104A, Operator's Narrative Report, Inspecting Engineer's Narrative Report, and other supporting data pertaining to work under the subject contract for the month of May 1954.

W H King
W. H. King

Enclosures

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

224 New Customhouse
Denver 2, Colorado

June 9, 1954.

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket 2712 (Beryl), Contract Idm-E532, Waltz and Hewitt (Biggar mine), Jefferson County, Colorado. Operator's Monthly Progress Report for the period May 1954.

Enclosed are the original and four copies of Form MF-104 and MF-104A, Narrative Report, and Engineer's Report for the above period.

Work has been completed as authorized by the contract. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore we recommend that payment be made for 90 per cent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report.

Remarks:

Date of Report	June 2, 1954
Date Received in Field Office	June 3, 1954
Date Received in Region Office	June 9, 1954

W. H. King

W. H. King

Enclosures

RDB:cwm

cc: Contract
Secretary to the Oper. Comm. (2)
WMTraver
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
June 8, 1954

Memorandum

To: Executive Officer, Field Team, Region IV

From: Chief, Mineral Resources Branch, Mining Division, Region IV

Subject: DMEA 2712, Contract Idm-E532 (Beryl), Waltz and Hewitt (Biggar mine), Jefferson County, Colo.--Progress report for May 1954

Enclosed are the original and four copies of the above progress report--forms MF-104 and MF-104A, with narrative--and the original and six copies of R. L. Bolmer's memorandum covering inspection of the surface trenching progress and checking the reporting forms. The contract is unit cost on short form MF-200(A) and documentation is not required.

Bolmer confirms the 10 feet of trenching claimed by the operator on his reporting forms. The advance is not stated in the narrative again this period. Operations are described satisfactorily in the engineer's covering memorandum. Entries and extensions on the forms are correct and work has been accomplished in conformance with the terms of the contract.

Payment is approved and certified on the MF-104 form of $354.15, or 90 percent of the total $393.50 claimed by the contractor.

The project is essentially completed and the contractor will probably submit his final progress report when he completes cleaning out the trench rather than waiting until the end of June. Sufficient of the final claim can be withheld to protect the Government's interest until an audit report is completed and the May claim can be paid when processed through your office. We are in position to prepare a combined certification and final report as soon as the last inspection is made.

W. M. Traver

W. M. Traver

enclosures

WMT/kp

cc 4
E532
Chron

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
June 4, 1954

Memorandum

To: Chief, Mineral Resources Branch, Mining Division, Region IV

From: R. L. Bolmer

Subject: DMEA 2712, Contract Idm-3532 (Beryl), Waltz and Hewitt (Biggar mine), Jefferson County, Colo.--Progress report for May 1954

Progress under the subject short-form contract was inspected June 1, 1954, with K. H. Hewitt. The progress reported by the operators for the May period--a 10-foot advance of the authorized open cut trench--was confirmed during the inspection. Actually, the trench had been advanced 16 feet farther than was reported by the operators. The western end of the trench measured 211 feet from the established reference point--a total trenching advance to date of 181 feet. A total of 175 feet of trenching is authorized under the contract of which the aggregate total footage reported through the May period is 165 feet. As all of the material broken during the period had not been removed from the western sections of the trench, the operators were advised not to report the completion of the final 10 feet of the authorized footage until the trench had been cleaned to grade level and was available for final inspection. It is expected that this final work under the contract will be completed and reported shortly.

The western end of the trench, at grade level, is yet in pegmatite; some 25 feet above grade, the trench has passed into diorite. Due to localized bulging and flattening of the pegmatite, the trench at grade level falls some 10 to 20 feet short of exposing the diorite contact. The present excavation, however, is beyond the western limits of the pegmatite as exposed farther to the north and south and is considered of sufficient length for the purposes of the exploration program.

The trench through the pegmatite has encountered considerable scrap mica but very little beryl. The operators believe that higher concentrations of beryl will be encountered along certain internal zones of the pegmatite north of the trench and plan to develop these zones as soon as contract work is completed. They also plan to extract and market any feldspar and mica encountered by such work.

To date, 212 pounds of beryl and 6.16 tons of scrap mica, which was recovered during trenching, have been marketed. The beryl was sold for $0.25 per pound; the mica, for $25.00 per ton. The required Government royalty on this production has been received.

The total costs of $393.50 reported this period--equivalent to 10 feet of trenching at the agreed unit price of $39.35 per foot--are approved. Payment of 90 percent of this amount, or $354.15, is recommended. It is believed that the withholding of payment for the final 10 feet of authorized trenching, which has been essentially completed but as yet not reported, will be ample to protect the Government's interests until the final details regarding the closing of this short-form contract are completed.

R. L. Bolmer

R. L. Bolmer
Mining Engineer

cc 6
E532
Chron

RLB/kp

Form MF-104 (Rev.)
(April 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.4
Approval expires 6-30-53.

Defense Minerals Administration
RECEIVED
JUN 14 1954

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of May 1954 Docket No. DMEA 2712 Contract No. IDM-D-532
Operator's Name Ben Waltz & Kenneth R. Hewitt Minerals Beryl
Address Route 2 Box 47 Morrison, Colorado
Contract Amount, $ 7383.75 Government Participation: 90 % Amount, $ 6645.37

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) ~~Independent~~ Short Form Contracts:						
Drilling	393.50	6099.25	6492.75			
Bulldozing						
Crosscutting						
~~Drifting~~ Trim walls and clean trench		497.50	497.50			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	393.50	6596.75	6990.25	393.50	6596.75	6990.25

I certify that the above bill is correct and just and that payment therefor has not been received.
Date June 2, 1954 *Payee Ben Waltz & Kenneth R. Hewitt

Per Ben Waltz Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 354.15

Signature
(Authorized Certifying Officer)

Date 6/10/54 Vou. No. DMA 54-132

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E-532 in accordance with the terms of the contract.

Signature P. P. Palmer, $354.15 DMA Title Mining Engineer Date JUN - 4 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature C. H. King Title Executive Officer Date JUN 9 1954

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

GPO 83-38476

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.1
Approval expires 6-30-53.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 14 1954

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of May 1954 Docket No. DMEA 2712 Contract No. 1DM-R-532
Operator's Name Ben Waltz & Kenneth R. Hewitt Minerals Beryl
Address Route 2 Box 47 Morrison, Colorado

OPERATION	Unit	Costs This Month	Units This Month	Costs to Date	Units to Date	Unit Costs to Date	Authorized by Contract: Units	Authorized by Contract: Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching	Foot	393.50	10	6492.75	166	39.35	175	39.35
Test Pits								
Roads and Trails								
Trim walls & clean French	Job			497.50			Job	497.50
Total Distributed Costs		393.50	10	6990.25				Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
Total Costs		393.50		6990.25				7383.75

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

Remarks:

Date June 2, 1954 Operator Ben Waltz & Kenneth R. Hewitt

Per Ben Waltz Title Partner

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 83-38475

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 1 4 1954

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

May 1 to 31

Contract No. [illegible]
Docket No. 2712

Narrative:

Drilling operations were continued during month of May. No unusual difficulties were encountered. All efforts at present are to complete the project according to contract.

SIGNED Ben Waltz
Ben Waltz & Kenneth R. Hewitt

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

Old New Customhouse
Denver 2, Colorado

May 19, 1954

Memorandum

To: P. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: Royalty-Ben Waltz & Kenneth R. Hewitt, Docket No. 2712, Contract No. E532, Colorado

Enclosed is calculation sheet covering ore shipped by Ben Waltz and Kenneth R. Hewitt to International Minerals and Chemical Corporation.

Also enclosed is check in the amount of [illegible].70 in payment of royalty on this shipment.

W. H. King

Enclosures

es

cc: Royalty File
Sec. to the Oper. Comm. (2) w/enc. cal. sheet
Traver w/enc. cal sheet
Chron.

May 19, 1954

[illegible]
[illegible] Agent
Pueblo, Colorado

[illegible] - 27.70
301 Treasurer of the United States
[illegible] Customhouse, Denver, Colo.

Certain fractional [illegible] shipment from [illegible] mile and Yellowstone [illegible] May 19, 1954
[illegible] Mine, Morrison, Colo.
[illegible] Contract No. [illegible] 338
Docket No. 2712

Shipment 13,55[illegible] or 0.10 [illegible] 20.00 per ton 184.00

Less 5 royalty 27.70

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

224 New Customhouse
Denver 2, Colorado

May 18, 1954.

Memorandum

To: Secretary to the Operating Committee

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket No. 2712 (Beryl), Contract No. Idm-E532, Waltz and Hewitt (Biggar mine), Jefferson County, Colorado.

Enclosed are two copies of the Operator's Narrative Report and the Inspecting Engineer's Narrative Report pertaining to work under the subject contract for the month of April 1954.

Also enclosed are two copies of a memorandum from the Chief, Mineral Resources Branch, Mining Division, relative to this contract.

W. H. King

W. H. King

Enclosures

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
May 12, 1954

Mining Division
Date Rec'd
MAY 14 1954
BUREAU OF MINES
Denver, Colorado

Memorandum

To: Executive Officer, DMEA Field Team, Region IV

From: Chief, Mineral Resources Branch, Mining Division, Region IV

Subject: DMEA 2712, contract Idm-E532 (Beryl), Waltz and Hewitt (Biggar mine), Jefferson County, Colorado--Progress report for April 1954

Enclosed are the original and three copies of a narrative only by the operator, on the subject progress and the identical number of copies of R. L. Bolmer's memorandum covering his inspection of the trenching progress and explaining in detail, the reason the operator is reporting no advance for the reporting period.

Inasmuch as there is no claim for reimbursement, this report is submitted in the usual number of file copies for your official records. One copy is being retained in our contract files.

J. R. Everett, for
W. M. Traver

enclosures

cc: 4

WMT/ici

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
May 12, 1954

Memorandum

To: Chief, Mineral Resources Branch, Mining Division, Region IV

From: R. L. Bolmer

Subject: DMEA 2712, contract Idm-E532 (Beryl), Waltz and Hewitt (Biggar mine), Jefferson County, Colorado--Progress report for April 1954

Progress under the subject short-form contract was inspected May 4, 1954, with the operators.

The open cut trench being advanced under the contract has passed through the limits of the old surface pit and is approaching the western contact of the pegmatite. In this area the surface or ground level is some 30 to 40 feet above the grade of the trench. Because of its depth below the surface, the trench is being advanced in three benches.

The total advance of the lower bench--at grade level--measured 159 feet. The second bench--some 10 feet above grade level--measured 170 feet. The third or top bench--some 25 to 30 feet above grade level--measured 185 feet.

The top bench has passed through the western contact of the pegmatite into overburden and a weathered diorite. At this elevation, the pegmatite-diorite contact appears to dip about 50° westerly. The strike of this contact near its intersection by the trench has swung or bulged further westerly than the other sections of the dike.

The operators have performed considerable work--broken and moved considerable yardage--since the last inspection. This work, however, has resulted in the advance of the cut above grade level only. It has not resulted in any appreciable advance of the completed trench to grade. As payments under this contract are made on an agreed unit cost for units of work actually completed, the operators were advised not to claim any footage of completed trench for the period. The usual narrative report, however, was requested.

R. L. Bolmer

R. L. Bolmer
Mining Engineer

cc: 6
RLB/ici

Mineral Resources Branch
Date Rec'd
MAY 11 1954
BUREAU OF MINES
Denver, Colorado

EXPLORATION
DIST. CLERK
PERSONNEL
FILES
RL15 E532

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

DOCKET NO. DMEA 2712
CONTRACT NO. IDM E 532

NARRATIVE: April, 1954

During the month of April trenching operations were dontinued. No unusual difficulties were encountered. More material is required to be blasted in the remaining twenty feet of contract, and in attempting to complete all the work no smaller footage was attained.

The upper portion of the bulge where we are crosscutting is mainly quartz. The lower portion appears to be white and pink albite with some muscovite

Ben Waltz

Ben Waltz & Kenneth R. Hewitt

Biggar Mine
Jefferson County, Colorado

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

224 New Customhouse
Denver 2, Colorado

April 15, 1954.

Memorandum

To: Secretary to the Operating Committee

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket 2712 (Beryl), Contract Idm-E532, Waltz and Hewitt (Biggar Mine), Jefferson County, Colorado.

Enclosed are two copies of the Operator's Monthly Progress Report, Form MF-104 and MF-104A, Operator's Narrative Report, Inspecting Engineer's Narrative Report, and other supporting data pertaining to work under the subject contract for the month of March 1954.

John F. Shaw
For W. H. King

Enclosures

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

224 New Customhouse
Denver 2, Colorado

April 12, 1954.

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket 2712 (Beryl), Contract Idm-E532, Waltz and Hewitt (Biggar Mine), Jefferson County, Colorado. Operator's Monthly Progress Report for the period March 1954.

Enclosed are the original and four copies of Form MF-104 and MF-104A, Narrative Report, and Engineer's Report for the above period.

Work has been completed as authorized by the contract. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore we recommend that payment be made for 90 percent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report.

Remarks:

Date of Report	April 4, 1954.
Date Received in Field Office	April 7, 1954.
Date Received in Region Office	April 12, 1954.

W. H. King

Enclosures

RDB:cwm

cc: Contract
Secretary to the Oper. Comm. (2)
WMTraver
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
April 9, 1954

Memorandum

To: Executive Officer, Field Team, Region IV

From: Chief, Mineral Resources Branch, Mining Division, Reg. IV

Subject: DMEA 2712, Contract Idm-E532 (Beryl), Waltz and Hewitt (Biggar Mine), Jefferson County, Colo.—Progress report for March 1954

Enclosed are the original and four copies of the above progress report—forms MF-104 and MF-104A, with narrative and progress map—and the original and six copies of R. L. Bolmer's memorandum covering inspection of the surface trenching progress and checking the reporting forms. The contract is unit cost on short form MF-200(A) and documentation is not required.

The operator's narrative fails to state the progress made during March but Bolmer confirms the 20 feet entered on the MF-104A forms. Operations are adequately described in both the operator's narrative and the engineering memorandum, indicating the trenching is now in the central zone of the pegmatite disclosing a few small size beryl crystals. Entries and extensions on the reporting forms are verified correct and work has been done in accordance with the terms of the contract.

Payment is approved and certified on the MF-104 form of $708.30 or 90 percent of the total $787.00 claimed by the contractor.

W.M. Traver

W.M. Traver

Enclosure
WMT/ici

cc: 4

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
April 8, 1954

Memorandum

To: Chief, Mineral Resources Branch, Mining Division, Reg. IV

From: R. L. Bolmer

Subject: DMEA 2712, Contract Idm-E532 (Beryl), Waltz and Hewitt (Biggar Mine), Jefferson County, Colo.-Progress report for March 1954

Progress under the subject contract was inspected this date with the operators. The progress reported during the March period--20 feet of trenching--was confirmed during the inspection. On this date, the authorized open cut trench had been excavated to a point 187 feet west of the established reference point for an actual trenching advance of 157 feet. One hundred thirty-five feet of advance have been reported in previous periods; the 20 feet of advance reported for the March period, therefore, is valid and proper.

All of the excavation during the period was through the core or central zone of the pegmatite dike. The pegmatite material penetrated by the trench was composed principally of feldspar and quartz with minor amounts of muscovite. A few, scattered, small-size beryl crystals were encountered. The walls of the trench have been sloped so that further major slides into the trench are not anticipated.

The units and unit costs reported this period are as authorized and agreed to under the contract. Documentation of costs is not required. The total costs reported on form MF-104--20 feet of trench at $39.35 per foot, or $787.00--are approved. Payment of 90 percent of this amount, or $708.30, is recommended.

R. L. Bolmer

R. L. Bolmer
Mining Engineer

RLB/ici

cc 6

April 8, 1954

Contract No. IDM H 552

Docket No. 5713

United States Department of the Interior

Defense Minerals Exploration Administrative

Narrative:

Month of March trenching operations were continued; now cross-cutting pegmatite.

Small beryl crystals were encountered at two points from at least 12 to 10 feet below open pit.; not much in quantity though.

About 50 lbs. of Columbite tantalite has been saved so far.

Fine felted aggregates of ~~monazite~~ monazite is abundant.

At this point of cross-cutting the feldspar is mixed and would require careful sorting. Granite is most abundant at the lower reaches, possibly 20 feet below open pit

Signed: Kenneth P Hewitt
Don Veltz & Kenneth Hewitt

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.1
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of March 195 4 Docket No. DMEA 2712 Contract No. IDM 2 552
Operator's Name Ben Walts and Kenneth R. Hewitt Minerals Beryl
Address Route 2 Morrison, Colorado

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching	foot	787.00	20	6099.25	155	39.35	175	39.35
Test Pits								
Roads and Trails								
Trim walls & clean trench	job			497.50	job	497.50	job	497.50
TOTAL DISTRIBUTED COSTS								TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
		787.00		6596.75				
TOTAL COSTS								

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

Date April 4, 1954 Operator Ben Walts & Kenneth R. Hewitt

Per Kenneth R. Hewitt Title Partner

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

REMARKS:

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

Preparation of Form MF–104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF–104A has been designed to tie in with Form MF–104 for both monthly and cumulative costs. The "Total Costs" on Form MF–104A for each month should equal the monthly "Total Costs" as reported on Form MF–104. This is also true of the "Total Costs To Date".

In preparing Form MF–104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 83-38475

Form ME-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.4
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of March 4, 195 Docket No. DMEA 2712 Contract No. IDM E 532
Operator's Name Ben Waltz and Kenneth R. Hewitt Minerals Beryl
Address
Contract Amount, $ Government Participation: 90 % Amount, $ 7383.75

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Indefinite / Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting						
Trenching	787.00	5312.25	6099.25			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
Trim walls & clean trench		497.50	497.50			
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	787.00	5809.75	6596.74			

I certify that the above bill is correct and just and that payment therefor has not been received.

Date April 5, 1954 Payee Ben Waltz & Kenneth R. Hewitt
Per Kenneth R. Hewitt Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 708.30

Signature
(Authorized Certifying Officer)

Date 4/14/54 Vou. No. DMA 54-109
(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E-532 in accordance with the terms of the contract.

Signature R. L. Bolner, #708.30 WMA Title Mining Engineer Date APR - 7 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: R.D.B.

Signature W. H. King Title Executive Officer Date APR 12 1954

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

GPO 83-38476

File Copy
Surname:
Lawrence G. Houk

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

March 19, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 2 - time extension - Docket No. DMEA-2712 - Beryl
Ben Waltz and Kenneth R. Hewitt
Switzer Lode Mining Claim
Jefferson County, Colorado
Contract No. Idm-E532

Amendment No. 2 amends Article 3 to read 14 months or July 25, 1954, as the completion date for the contract. The Nonmetallic Minerals Division concurs in the amendment as written and executed in the field.

LGHouk:gad 3/19/54

Copy to: Admr. R. File
Docket File
Mr. Houk

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 19 1954

224 New Customhouse
Denver 2, Colorado

March 16, 1954

Memorandum

To: C. O. Mittendorf, Administrator, DMEA

From: Executive Officer, DMEA Field Team, Region IV

Subject: Docket DMEA 2712 (Beryl), Contract Idm-E532, Ben Waltz and Kenneth R. Hewitt, Jefferson County, Colorado

Enclosed are the original and two copies of Amendment No. 2 to Contract Idm-E532 which has been executed to extend the period for completion of the project work from 10 months to 14 months. Also enclosed are three copies of the operator's letter requesting an extension of the completion time.

Copies of this amendment have been given to the operator, the Fiscal Officer, Region IV, and a copy has been retained for our files.

W.H. King

Enclosures

RECEIVED
APR 6 1954
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

March 4, 1954

United States Dept. of the Interior
Defense Minerals Exploration Administration

It is requested that contract IDM-E532, docket number 2712, be granted an extension of four months or one hundred and twenty days for the purpose of completely finishing this proposed project.

Ben Waltz & Kenneth R. Hewitt

By Ben Waltz
Ben Waltz

DMEA 2712, contract IDM-E532, (Beryl)
Ben Waltz and Kenneth R. Hewitt (Biggar mine),
Jefferson County, Colorado

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 18 1954

224 New Customhouse
Denver 2, Colorado

March 15, 1954.

Memorandum

To: Secretary to the Operating Committee

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket 2712 (Beryl), Contract Idm-E532, Waltz and Hewitt (Biggar Mine), Jefferson County, Colorado.

Enclosed are two copies of the Operator's Monthly Progress Report, Form MF-104 and MF-104A, Operator's Narrative Report, Inspecting Engineer's Narrative Report, and other supporting data pertaining to work under the subject contract for the month of February 1954.

W. H. King

W. H. King

Enclosures

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 8 1954

224 New Customhouse
Denver 2, Colorado

March 8, 1954.

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket 2712 (Beryl), Contract Idm-E532, Waltz and Hewitt (Biggar Mine), Jefferson County, Colorado. Operator's Monthly Progress Report for the period February 1954.

Enclosed are the original and four copies of Form MF-104 and MF-104A, Narrative Report, and Engineer's Report for the above period,

Work has been completed as authorized by the contract. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore we recommend that payment be made for 90 percent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report.

Remarks:

Date of Report	March 4, 1954.
Date Received in Field Office	March 4, 1954.
Date Received in Region Office	March 8, 1954.

W H King
W. H. King

Enclosures

RDB:cwm

cc: Contract
Secretary to the Oper. Comm. (2)
WMTraver
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
March 5, 1954

Memorandum

To: Executive Officer, DMEA Field Team, Region IV

From: Chief, Mineral Resources Branch, Mining Division, Region IV

Subject: DMEA 2712, contract Idm-E532 (Beryl), Waltz and Hewitt (Biggar mine), Jefferson County, Colorado - Progress report for February 1954

Enclosed are the original and four copies of the above progress report--forms MF-104 and MF-104A, with narrative, including progress map--and the original and six copies of R. L. Bolmer's memorandum covering inspection of the surface trenching progress and review of the reporting forms. The contract is unit cost on short form MF-200(A) and no documentation is required.

Bolmer confirms the 10 feet of trenching advance shown by the contractor on the progress map and entered on the MF-104A forms. Trenching was delayed again in February by material sloughing from the south wall which also made it difficult to observe the mineralization in the trench face. Operations were in conformance with the terms of the contract and amendments thereto. Entries and extensions on the reporting forms are correct showing 125 feet of trench completed to date.

Payment is approved and certified on the MF-104 forms of $354.15, or 90 percent of the total $393.50 claimed by the contractors.

The operators have submitted a written request for a 4-month extension of time for completion of the project. It is recommended for approval.

W. M. Traver

W. M. Traver

enclosures

cc 4
E532
DMEA Chron.

WMT/pam

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
March 4, 1954

Memorandum

To: Chief, Mineral Resources Branch, Mining Division, Region IV

From: R. L. Bolmer

Subject: DMEA 2712, contract Ida-E532 (Beryl), Waltz and Hewitt (Biggar mine), Jefferson County, Colorado - Progress report for February 1954

The progress reported this period by the operator, 10 feet of trenching, was confirmed during an inspection of the property March 2, 1954. On the date of inspection, the open-cut trench had been excavated for a distance of 165 feet west of the reference point, a total advance of 135 feet since July 9, 1953.

The breast of the cut appears to have entered the central zone or core of the deposit which, according to the geologic plan and section (fig. 2), consists of quartz-microcline pegmatite. On the date of inspection, much of the walls and breast of the trench were obscured by snow and a complete inspection of the mineralogy of the zone could not be made. The progress indicated on the map accompanying the operator's report is correct.

During January, an overhanging section along the south wall of the trench, near the breast, slid into the bottom of the cut. The operators were required to devote the period to clean-up work and no progress was made in advancing the trench. An additional section of the south wall slid into the trench during February. This second slide curtailed trenching progress during the latter part of February and had not been completely cleaned up on the date of inspection.

The units and unit costs reported this period are as authorized under the contract. Documentation of costs is not required under contracts prepared on form MF-200(A). The total costs reported on form MF-104, 10 feet of trenching at $39.35 per foot, or $393.50, are approved subject to review by the regional office. Payment of 90 percent of the reported costs, or $354.15, is recommended.

The operator has submitted a request for a 4-month extension of the contract period. An authorized 40 feet of trenching remain to be completed.

R. L. Bolmer

R. L. Bolmer
Mining Engineer

cc 6, E532, DMEA Chron.

March 3, 1954

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 8 1954

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Month of February, 1954

Contract No. I D M - E 532
Docket No. D M E A 2712

Narrative:

Month of February, 1954 trenching operations were continued. Progress has been impeded by slides from upper portion of south-east wall of trench.

Cross-cutting of pegmatite may be now continued as is indicated on attached map.

Ben Waltz & Kenneth R. Hewitt

By: Ben Waltz
Ben Waltz

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.1
Approval expires 6-30-53.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 18 1954

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of February 1954 Docket No. DMEA 2712 Contract No. IDM - E 532
Operator's Name Ben Waltz & Kenneth R. Hewitt Minerals Beryl
Address Route 2, Box 47, Morrison, Colorado

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching	Foot	393.50	10	5312.25	135	39.35	175	39.35
Test Pits								
Roads and Trails								
Trim walls and clean trench	Job			497.50	Job	497.50	Job	497.50
TOTAL DISTRIBUTED COSTS								TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		393.50		5809.75				

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

Date 3/4/54 Operator Ben Waltz & Kenneth R. Hewitt

Per Ben Waltz Title Partner

REMARKS:

→ NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

Preparation of Form MF–104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF–104A has been designed to tie in with Form MF–104 for both monthly and cumulative costs. The "Total Costs" on Form MF–104A for each month should equal the monthly "Total Costs" as reported on Form MF–104. This is also true of the "Total Costs To Date".

In preparing Form MF–104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 83-38475

Form MF-104 (Rev.)
(Apr. 1952)

Budget Bureau No. 42-R1036.4
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Defense Minerals Administration
RECEIVED
MAR 18 1954

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of February, 195 4 Docket No. DMEA 2712 Contract No. I D M E 532
Operator's Name Ben Waltz and Kenneth R. Hewitt Minerals Beryl
Address Route 2, Box 47, Morrison, Colorado
Contract Amount, $ 7383.75 Government Participation: 90 % Amount, $ 6645.38

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) ~~Expenditures~~ Contracts: Short Form						
Drilling						
Bulldozing						
Crosscutting						
~~Bulldozing~~ Trenching	393.50	4918.75	5312.25			
Trim walls & clean trench		497.50	497.50			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	393.50	5416.25	5809.75	393.50	5416.25	5809.75

I certify that the above bill is correct and just and that payment therefor has not been received.

Date 3/4/54 *Payee Ben Waltz & Kenneth R. Hewitt

Per Ben Waltz Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 354.15

Signature [illegible]
(Authorized Certifying Officer)

Date 3/12/54 Vou. No. 54-88

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E-532 in accordance with the terms of the contract.

Signature R. L. Bolmer, #354, USWM Title Mining Engr. Date MAR - 4 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: L.D.B.

Signature W. S. King Title Executive Officer Date MAR 8 1954

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

GPO 83-38476

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

224 New Customhouse
Denver 2, Colorado

March 3, 1954

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: Royalty-Ben Waltz and Kenneth Hewitt, Docket No. 2712, Contract No. E532, Colorado.

Enclosed is copy of statement of ore shipped by Ben Waltz and Kenneth R. Hewitt to Beryl Ores Company.

Also enclosed is check in the amount of $2.65 in payment of royalty on this shipment.

W. H. King

Enclosures

es

cc: Royalty File
Sec. to the Oper. Comm. (2) w/enc. statement
Traver w/enc. statement
Chron.

BERYL ORES COMPANY

ARVADA, COLORADO

February 9, 1954

The Beryl Ores Company today received from Kenneth Hewitt beryl as follows:-

From the Bigger Mine	212 lbs.
From elsewhere	29 lbs.
Total	241 lbs.

Payment was made at the rate of 25¢ lb., flat rate for small lots.

The payment due on 212 lbs. was $53.00
A check for 5% of this amount in favor of the Treasurer of the United States was given to Kenneth Hewitt at his request, sum of $2.65.

He was paid $53 plus $7.25 less 5% on $53, sum of $57.60

Richard W. [illegible]

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

224 New Customhouse
Denver 2, Colorado

January 28, 1954.

Memorandum

To: Secretary to the Operating Committee

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket 2712 (Tungsten), Contract Idm-E532, Waltz and Hewitt (Biggar Mine), Jefferson County, Colorado.

Enclosed are two copies of the Operator's Monthly Progress Report, Form MF-104 and MF-104A, Operator's Narrative Report, Inspecting Engineer's Narrative Report, and other supporting data pertaining to work under the subject contract for the month of December 1953.

W. H. King

Enclosures

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB -1 1954

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

224 New Customhouse
Denver 2, Colorado

January 12, 1954.

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket 2712 (Tungsten), Contract Idm-E532, Waltz and Hewitt (Biggar Mine), Jefferson County, Colorado. Operator's Monthly Progress Report for the period December 1953.

Enclosed are the original and four copies of Form MF-104 and MF-104A, Narrative Report, and Engineer's Report for the above period.

Work has been completed as authorized by the contract. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore we recommend that payment be made for 90 percent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report.

Remarks:

Date of Report	January 6, 1954.
Date Received in Field Office	January 7, 1954.
Date Received in Region Office	January 12, 1954.

W. H. King

Enclosures

RDB:cwm

cc: Contract
Secretary to the Oper. Comm. (2)
WMTraver
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
January 11, 1954

Memorandum

To: Executive Officer, DMEA Field Team, Region IV

From: Chief, Mineral Resources Branch, Mining Division, Region IV

Subject: DMEA 2712, contract Idm-E532 (Tungsten), Walts and Hewitt (Biggar mine), Jefferson County, Colorado — Progress report for December 1953

Transmitted herewith are the original and four copies of the above progress report—forms MF-104 and MF-104A, with narrative—and the original and six copies of R. L. Bolmer's memorandum covering inspection of surface trenching progress and reporting forms. The contract is unit cost on short form MF-200(A) and documentation is not required.

The trenching progress for December of 10 feet, as entered on the MF-104 forms, is confirmed by the inspecting engineer, making the total as of December 31, 125 feet. Conditions encountered in the work are adequately described in the memorandum—indicating that the trench is entering the pegmatite from the diorite. Entries are correct on the reporting forms and operations are in conformance with the terms of the contract.

Payment is approved and certified on the MF-104 form of $354.15, or 90 percent of the total $393.50 claimed by the contractor.

W. M. Traver

W. M. Traver

Enclosure

WMT/le
cc 4
E532
Chron

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
January 11, 1954

Memorandum

To: Chief, Mineral Resources Branch, Mining Division, Region IV

From: R. L. Bolmer

Subject: DMEA 2712, contract Idm-E532 (Tungsten), Malta and Merritt (Bigger mine), Jefferson County, Colorado — Progress report for December 1953

The progress reported this period by the operator, 10 feet of trenching, was confirmed during an inspection of the property January 6, 1954. On the date of inspection the open cut trench had been excavated to the required grade and width for a distance of 155 feet west of the reference point, a total advance of 125 feet since July 9, 1953.

The face of the trench at grade level is on the diorite-pegmatite contact; the higher sections of the excavation have cut several feet into the pegmatite. The contact, quite flat near the surface, appears to be steepening below the floor of the trench. The pegmatite excavated to date from the trench has been stockpiled on the lower dump. The operators have segregated a small quantity of scrap mica and contemplate a small shipment of feldspar in order to meet current expenses. The diorite in the bottom of the trench is very hard and has been difficult to break fine enough for easy removal from the trench. Progress was further curtailed this period due to the illness of one of the operators.

The units and unit costs reported this period are as authorized under the contract. Documentation of costs is not required under contracts prepared on form MF-200(A). The total costs reported on form MF-104, 10 feet of trenching at $39.35 per foot, or $393.50, are approved subject to review by the regional office. Payment of 90 percent of the reported costs, or $354.15, is recommended.

R. L. Bolmer

R. L. Bolmer
Mining Engineer

RLB/le
cc ✓6
E532
Chron

United States
Department of the Interior
Defense Minerals Exploration Administration

Subject: DMEA 2712, contract Idm-E532
Biggar mine, Waltz and Hewitt

Narrative:

December 1, 1953; trenching operation was continued.

Some difficulty was experienced in the blasting and removal of waste from the lower floor level of trench.

The wall rock at this point seemed only to blast out in large blocks possibly due to the slow acting blasting powder we have been using.

In order to get out the larger rocks, additional blasting had to be done to facilitate removal of rocks with crescent bucket operated by saurman double drum hoist.

The foot wall side of pegmatite is now practically fully exposed.

Some working time was lost this month due to weather and illness of partner, Kenneth R. Hewitt.

Ben Waltz

Operator: Ben Waltz and Kenneth R. Hewitt

Form MP-104A
(April 1952)

Budget Bureau No. 42-R1151.1
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of December 1953 Docket No. DMEA 2712 Contract No. IDM E 532

Operator's Name Ben Waltz & Kenneth R. Hewitt Minerals Beryl

Address Route 2, Box 47, Morrison, Colorado

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping				4918.75				
Trenching	Foot	393.50	10	~~XXXXXX~~	125	39.35	150	39.35
Test Pits								
Roads and Trails								
Trim walls and clean trench	Job			497.50	Job	497.50	Job	497.50
TOTAL DISTRIBUTED COSTS		393.50		5416.25				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		393.50		5416.25				

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

Date Jan. 6, 1954 Operator Ben Waltz & Kenneth R. Hewitt

Per Ben Waltz Ben Waltz Title Partner

REMARKS:

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

Preparation of Form MF–104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF–104A has been designed to tie in with Form MF–104 for both monthly and cumulative costs. The "Total Costs" on Form MF–104A for each month should equal the monthly "Total Costs" as reported on Form MF–104. This is also true of the "Total Costs To Date".

In preparing Form MF–104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 83-38475

FILE COPY
surname: Houk

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

N.S. in R.R.

January 27, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 1 - Docket No. DMEA-2712 - Beryl
Ben Waltz and Kenneth R. Hewitt
Switzer Lode Mining Claim
Jefferson County, Colorado
Contract No. Idm-E532

The purpose of Amendment No. 1 to Contract No. Idm-E532 is to authorize 25 feet of additional trenching and to increase the estimated costs of the project from $6,400.00 to $7,383.75, and Government participation from $5,760.00 to $6,645.38. Additional surface trenching to crosscut the pegmatite into the intermediate zone of the hanging wall side was considered necessary by Region IV. Under the contract it was insufficient to expose the southwest intermediate zone of the pegmatite.

The Nonmetallic Minerals Division concurs in the amendment as written and executed by the Executive Officer, DMEA Field Team, Region IV under delegation of authority, but would like to add the following statement. The original contract and the amendment are development and preparation for mining and as such are not within the scope of the DMEA Program.

LGHouk:gad 1/27/54
Copy to: Admr. R. File
Docket File
Mr. Houk

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

224 New Customhouse
Denver 2, Colorado

January 22, 1954

Memorandum

To: C. O. Mittendorf, Administrator, DMEA

From: Executive Officer, DMEA Field Team, Region IV

Subject: Docket DMEA 2712 (Beryl), Contract Idm-E532, Ben Waltz and Kenneth R. Hewitt, Switzer Lode Mining Claim, Jefferson County, Colorado

Enclosed are the original and two copies of Amendment No. 1 to Contract Idm-E532 prepared by this office under authority delegated by Order No. 2684 and in conformance with concurrence by the Chairman of the Operating Committee in a letter dated December 16, 1953. This amendment authorizes 25 feet of additional trenching and increases the estimated costs of the project from $6,400.00 to $7,383.75.

Also enclosed are the original and two copies of two new Owner's Consent to Lien Forms MF-203 in conjunction with the increase in the estimated costs of the project.

Data relevant to the amendment was forwarded to the Washington Office by our memorandum of November 18, 1953.

Copies of the amendment have been given to the operator, the Fiscal Officer, Region IV, and a copy has been retained for our files.

W H King
W. H. King

Enclosures

17

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.3.
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of December, 1953 Docket No. DMEA 2712 Contract No. IDM-E532
Operator's Name Ben Waltz and Kenneth R. Hewitt Minerals Beryl
Address Route 2 Box 47 Morrison, Colorado
Contract Amount, $ 6,400.00 Government Participation: 90% Amount, $ 5,760.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) ~~Independent~~ Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
~~Shaft~~ Trenching,	393.50	4525.25	4918.75			
Trim walls and clean trench		497.50	497.50			
(2) Labor and Supervision:						
Labor						
Supervision*						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	393.50	5022.75	5416.25	393.50	5022.75	5416.25

I certify that the above bill is correct and just and that payment therefor has not been received.
Date January, 6, 1954 Payee Ben Waltz & Kenneth R. Hewitt
Per Ben Waltz Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 354.15

Signature
(Authorized Certifying Officer)

Date 1/20/54 Vou. No. DMA 54-73

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. 6-532 in accordance with the terms of the contract.

Signature L. L. Polmer, $354.15 Title Mining Engineer Date JAN 11 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: R. D. R.

Signature W H King Title Executive Officer Date JAN 12 1954

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

GPO 83-38476

FILE COPY
SURNAME:

Houk
Chambers
Selfridge
R. Johnson

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

DMEA

2971 4637

141943.970 Working Fund, Interior, Defense Minerals Exploration Administration
January 21, 1954
4100 S. M.

Mr. E. H. King, Executive Officer, DMEA Field Team, Region IV, Bureau of Mines, 224 New Customhouse Bldg., Denver 2, Colorado
Docket No. DMEA-2712 - Beryl, Ben Holtz and Kenneth A. Hewitt, Switzer Lode Mining Claim, Jefferson County, Colorado Contract No. Km-2532.

Amendment No. 1, effective December 1, 1953, $885.38 has been allocated today to make total Government participation $6,645.38.

C. O. Mittendorf

C. O. Mittendorf
Administrator, Defense Minerals
Exploration Administration

LGHouk:gad 1/21/54

Copy to: Admr. R. File
Operating Committee
Docket File
Field Team, Region IV (Confirmation)
Mr. Griffith, 3641A
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

SENT
JAN 21 1954
Clerical Service Section

R.C.S.

Mr. C. O. Mittendorf
Jan. 21, 1954
8:05 Am.

DEPARTMENT OF THE INTE...
Defence Minerals Administration
RECEIVED
JAN 21 1954

DN 235 BUREAU MINES 1-20-54 4-12 PM

C O MITTENDORF

REFERENCE DOCKET 2712, BERYL, CONTRACT IDM-E532, BEN WALTZ AND KENNETH R. HEWITT, JEFFERSON COUNTY, COLORADO. WE HAVE PREPARED AMENDMENT NO. 1, EFFECTIVE DECEMBER 1,1953, TO AUTHORIZE 25 FEET ADDITIONAL TRENCHING WHICH INCREASES THE TOTAL COSTS OF THE PROJECT FROM $6400.00 TO $7383.75, GOVERNMENT,S PARTICIPATION AT 90 PERCENT INCREASED FROM $5760.00 TO $6645.38. PLEASE TELETYPE ADVICE WHEN ADDITIONAL FUNDS HAVE BEEN ALLOCATED SO THAT WE MAY RELEASE THE AMENDMENT.

W H KING.

Glenwood, Colo.

JAN 21 8 16 AM '54
BUREAU OF MINES
MAIL ROOM
WASHINGTON, D. C.

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN - 6 1954

221 [illegible] Centennial
Denver 2, Colorado

January 1, 1954

Memorandum

To: [illegible] Secretary to the Operating Committee
Defense Minerals Exploration Administration

From: Executive Officer, [illegible] Field Team, Region IV

Subject: Pocket [illegible] 2712 (Beryl), Contract [illegible]-1532, Ken Waltz and Kenneth A. Hewitt (Sugar Pine) Jefferson County, Colorado
Operator's Monthly Progress Report, for the period November, 1953

Enclosed are two copies of the Operator's Monthly Progress Report Form MP-10b, Operator's Narrative Report, Inspecting Engineer's Narrative Report, and other supporting data for the period November, 1953, pertaining to Pocket [illegible] 2712, Contract [illegible]-1532, Ken Waltz and Kenneth A. Hewitt.

W H King
[illegible] King

Enclosures

[illegible]

Copy to: [illegible]
[illegible]
[illegible]

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
DEC - 9 1953

224 New Customhouse
Denver 2, Colorado

December 9, 1953

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket 2712 (Beryl), Contract Idm-1532, Ben Waltz and Kenneth R. Dewitt (Biggar Mine) Jefferson County, Colorado - Operator's Monthly Progress Report, for the period November 1953

Enclosed are the original and four copies of Form MF-104 and MF-104A, Narrative Report, and Engineer's Report for the above period.

Work hasbeen completed as authorized by the contract. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore we recommend that payment be made for 90 percent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report.

Remarks:

Date of Report	December 2, 1953
Date Received in Field Office	December 3, 1953
Date Received in Region Office	December 8, 1953

W. H. King

Enclosures

RDB:fwo

cc Sec.Oper.Comm (2)
WMTraver
Contract
Chron

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
December 8, 1953

Memorandum

To: Executive Officer, Field Team, Region IV

From: Chief, Mineral Resources Branch, Mining Division, Region IV

Subject: DMEA 2712, Contract Idm-E532 (Beryl), Ben Waltz and Kenneth R. Hewitt (Bigger mine), Jefferson County, Colorado - Progress report for November 1953

Enclosed are the original and four copies of the above progress report--forms MF-104 and MF-104A, with narrative, progress map--and the original and six copies of R. L. Bolmer's memorandum covering inspection of progress and the reporting forms. The contract is unit cost on Short Form MF-200(A) and documentation is not required.

Bolmer verifies the surface trenching progress for November, 20 feet, and total to date of 115 feet as shown on the progress map and entered on the MF-104A form. Entries on the reporting forms are correct. Physical conditions encountered are adequately described, and operations have been carried on efficiently and in accordance with the terms of the contract.

Payment is approved and certified on the MF-104 form of $708.30 or 90 percent of the total $787.00 claimed by the contractor.

W. M. Traver

W. M. Traver

Enclosure

WMT/le

cc 4
E532
Chron

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
December 4, 1953

Memorandum

To: Chief, Mineral Resources Branch, Mining Division, Region IV

From: R. L. Belmer

Subject: DMEA 2712, Contract Ida-8532 (Beryl), Ben Walts and Kenneth R. Hewitt (Bigger mine), Jefferson County, Colorado - Progress report for November 1953

The progress reported this period by the operator, 20 feet of trenching, was confirmed during an inspection of the property December 1, 1953. On the date of inspection, the open cut trench had been excavated to the required grade and width for a distance of 145 feet from the reference point, a total advance of 115 feet since July 9, 1953.

The cut is being advanced in two benches, each about 10 feet in height. An upper bench had been advanced to a distance of 152 feet from the reference point and had exposed the eastern contact of the pegmatite dike. The pegmatite-diorite contact is very irregular and the westerly dip of the contact has flattened considerably with depth below the surface. The eastern edge of the dike is composed of a border zone of fine-grained quartz-feldspar-biotite pegmatite up to 2 feet in width. It occurs concentric about and is gradational with a coarser-grained wall zone of quartz-feldspar-muscovite-tourmaline pegmatite. Beryl was not observed in either the wall or border zones as exposed in the excavation completed to the date of inspection.

The units and unit costs reported this period are as authorized under the contract. Documentation of costs is not required under contracts prepared on the short form. The total costs reported on form MF-104, 20 feet of trenching at $39.35 per foot, or $787.00, are approved subject to review by the Regional Office. Payment of 90 percent of the reported costs, or $708.30, is recommended.

R. L. Belmer

R. L. Belmer
Mining Engineer

RLB/lo
cc 6
8532
Chron

Form MF-104 (Rev.)
(April 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.3.
Approval expires 6-30-53.

OPERATOR'S MONTHLY REPORT AND VOUCHER

JAN - 6 1954

Month of November, 1953 Docket No. DMEA 2712 Contract No. [illegible]
Operator's Name Don Walts & Kenneth R. Hewitt Minerals Beryl
Address Rou te 2 Morrison, Colorado
Contract Amount, $ 6400.00 Government Participation: 90 % Amount, $ 5760.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent / Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Trenching	707.00	3728.25	4435.25			
Drilling						
Trin Walts & Olson Trench		507.50	507.50			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	707.00	4235.75	5022.75	787.00	4235.75	5022.75

I certify that the above bill is correct and just and that payment therefor has not been received.
Date Dec 3, *Payee Don Walts & Kenneth R. Hewitt
Per Ben Walt Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 708.30

Signature [illegible]
(Authorized Certifying Officer)

Date 12/16/53 Voucher DMA 54-60

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E-532 in accordance with the terms of the contract.

Signature R. L. Holmes, $708.30 Title Mining Engineer Date DEC 3 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: K.B. Executive Officer

Signature W. H. King Title Date DEC 8 1953

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

U. S. GOVERNMENT PRINTING OFFICE 205675

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN - 6 1954

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of Nov 195 3 Docket No. DMEA 2712 Contract No. [illegible]
Operator's Name Ben Waltz & Kenneth R. Boutt Minerals Beryl
Address Route 2, Morrison, Colorado

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching	foot	707.00	29	[illegible]	115	50.55	150	50.55
Test Pits								
Roads and Trails								
trim walls & clean trench	job			407.50	job	407.50	job	407.50
TOTAL DISTRIBUTED COSTS								TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		707.00		[illegible]				[illegible]

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

Date Dec. 2, Operator Ben Waltz & Kenneth R. Boutt

Per Ben Waltz Title Partner

REMARKS:

→ NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

Preparation of Form MF–104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF–104A has been designed to tie in with Form MF–104 for both monthly and cumulative costs. The "Total Costs" on Form MF–104A for each month should equal the monthly "Total Costs" as reported on Form MF–104. This is also true of the "Total Costs To Date".

In preparing Form MF–104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 83-38475

United States Department of Interior — Contract No. IDI-S 932

Defense Minerals Exploration Administration — Docket No. DMA 2712

Narrative Report:

Trenching operations were continued during the month of November.

to have penetrated thru a portion of the wall zone.

The border zone is steeply dipping to the northwest and above this contact to be very irregular.

A four foot bench was blasted out of Quartz Microcline Muscovite Albite into midst o zone of this foot wall side and we obtained about 200 pounds of scrap mica and around two (2) pounds of Columbite-tantalite.

David E. Digger, owner, informs us, that about six (6) tons of Beryl crystals were mined previously from the area of our point of re-entry into the pegmatite. One small beryl crystal is yet in place, just to the right of our point of entry.

Measurements to border zone contacts are on enclosed maps.

Signed Ben Waltz

Partner Ben Waltz and Kenneth P. Hewitt

Date Dec 3 1953

140

FILE COPY
SURNAME:

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

Rewritten by

Houk
AEKane
Rubin
Larrabee
Selfridge

DEC 16 1953

Rewritten by

Mr. W. H. King, Executive Officer
DMEA Field Team, Region IV
224 New Customhouse Building
Denver 2, Colorado

Re: Docket No. DMEA-2712 (Beryl)
Ben Waltz and Kenneth R. Hewitt
Switzer Lode Mining Claim
Jefferson County, Colorado
Contract No. Idm-E532

Dear Mr. King:

Reference is made to your memorandum to the Administrator dated December 4, inquiring whether, because of the provisions of section 4 of Secretary's Order No. 2684, you are authorized to amend the subject contract to provide funds for 25 feet of additional surface trenching at a unit cost of $39.35 per foot.

The contract now calls for an estimated total cost of $6,400. The amendment sought would increase this total to $7,383.75. Section 4 of the Secretary's Order to which you refer does provide that executive officers may not amend contracts to increase the estimated total cost of performing the work. However, section 2 of this Order provides that the Executive Officer of Region IV may enter into exploration project contracts in which the maximum amount of the Government's contribution does not exceed $25,000. This is construed as allowing the Executive Officer of Region IV not only to enter into an exploration project contract but to amend an existing contract entered into by him pursuant to his delegated authority, provided the total cost does not exceed $25,000. Under this construction, the limitation of section 4 does not apply to the Executive Officer of Region IV. Consequently, the decision to amend the contract in question is within your delegation of authority. You may therefore make the amendment if you believe it to be in the best interest of the Government.

12/15/53
LGHouk/AEKane/emd

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

to: Docket
Adm. R. File
Op. Comm.
Approved:

J.H.Hedges
D.M.Larrabee
LGHouk
JLHofflund
AEKane

J. H. Hedges
Member, Bureau of Mines

D. M. Larrabee
Member, Geological Survey

R.C.G. 12-16-53

140

FILE COPY
SURNAME:

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

Rewritten by Houk, AEKane, Partin, Larrabee, Selfridge

Rewritten aek/emd 12/15/53

Mr. [illegible]. H. King, Executive Officer
DMEA Field Team, Region IV
224 New Customhouse Building
Denver 2, Colorado

Re: Docket No. DMEA-2712 (Beryl)
Ben Haltz and Kenneth R. Hewitt
Switzer Lode Mining Claim
Jefferson County, Colorado
Contract No. Idm-E532

Dear Mr. King:

Reference is made to your memorandum to the Administrator dated December 4, inquiring whether, because of the provisions of section 4 of Secretary's Order No. 2684, you are authorized to amend the subject contract to provide funds for 25 feet of additional surface trenching at a unit cost of $39.35 per foot.

The contract now calls for an estimated total cost of $6,400. The amendment sought would increase this total to $7,383.75. Section 4 of the Secretary's Order to which you refer does provide that executive officers may not amend contracts to increase the estimated total cost of performing the work. However, section 2 of this Order provides that the Executive Officer of Region IV may enter into exploration project contracts in which the maximum amount of the Government's contribution does not exceed $25,000. This is construed as allowing the Executive Officer of Region IV not only to enter into an exploration project contract but to amend an existing contract provided the total cost does not exceed $25,000. Under this construction, the limitation of section 4 does not apply to the Executive Officer of Region IV. Consequently, the decision to amend the contract in question is within your delegation of authority. You may therefore make the amendment if you believe it to be in the best interest of the Government.

Copy to: Docket
Adm. R. File
Operating Comm.
J. H. Hedges
L. P. Thayer
L. G. Houk
A. E. Kane
J. L. Hofflund
chron.
pending

LGHouk/AEKane/emd
12/10/53

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (24/5)

Approved:

J. H. Hedges (24/5)
Member, Bureau of Mines

D. M. Larrabee (24/5)
Member, Geological Survey

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

Docket Copy

224 New Customhouse
Denver 2, Colorado

December 4, 1953

Memorandum

To: C. O. Mittendorf, Administrator, DMEA

From: Executive Officer, DMEA Field Team, Region IV

Subject: Docket DMEA 2712 (Beryl), Contract Idm-E532, Ben Waltz and Kenneth R. Hewitt, Switzer Lode Mining Claim, Jefferson County, Colorado

Reference is made to the letter dated November 30, 1953 from W. S. Martin, Acting Chairman, Operating Committee, second paragraph, wherein advice is given that the subject contract may be amended under authority delegated to this office under Secretary's Order No. 2684 dated April 25, 1952, Section 2.

We would appreciate further advice in the matter as it appears that Section 4 "Limitations", of Secretary's Order No. 2684, was not considered when we were advised of our authority in the matter of amending the subject contract to authorize additional work and additional funds.

W H King
W. H. King

FILE COPY
SURNAME

Houk
Martin
Larrabee
Johnson
Mittendorf

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

600

NOV 30 1953

Mr. W. H. King
Executive Officer, DMEA
Field Team, Region IV
224 New Customhouse Bldg.
Denver 2, Colorado

Subject: Docket No. DMEA-2712 - Beryl Ben Waltz and Kenneth R. Hewitt Switzer Lode Mining Claim Jefferson County, Colorado Contract No. Idm-5532

Dear Mr. King:

Reference is made to your memorandum of November 18, 1953, addressed to Mr. C. O. Mittendorf, requesting authorization to amend the subject contract to provide funds for 25 feet of additional surface trenching at a unit cost of $39.35 per foot.

The subject contract may be amended under your delegation of authority. Please refer to Secretary's Order No. 2684, dated April 25, 1952, Section 2.

Our letters of June 22, and July 9, 1953, give our views on the subject contract. It is not felt that additional Government participation is justified to develop this limited target.

Sincerely yours,

W. S. Martin
ACTING Chairman, Operating Committee (2/B)

Approved:

J. H. Hedges (2/B)
Member, Bureau of Mines

D. M. Larrabee (2/B)
Member, Geological Survey

LGHouk:gad 11/25/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Griffith, 3641A
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.S.
11-30-53

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 23 1953

224 New Customhouse
Denver 2, Colorado

November 18, 1953

Memorandum

To: C. O. Mittendorf, Administrator, DMEA

From: DMEA Field Team, Region IV

Subject: Docket DMEA 2712 (Beryl), Contract Idm-E532, a partnership consisting of Ben Waltz and Kenneth R. Hewitt, Jefferson County, Colorado

Enclosed is the following material relevant to authorizing additional work and supplemental funds under the subject contract:

1. The original and three copies of an undated letter from the operator partners requesting authorization of 20 feet of additional surface trenching to crosscut the pegmatite into the intermediate zone of the hanging wall side, at the unit price presently established in the contract.

2. The original and three copies of a memorandum report from R.L. Bolmer, dated November 9, 1953, and transmittal thereof from the Chief, Mineral Resources Branch, Mining Division, Region IV, dated November 13, 1953, relative to the operator's request.

3. The original and three copies of a memorandum report from E.N. Harshman, U.S. Geological Survey, dated November 13, 1953, covering the geologic phases of the operator's request.

Both the examining engineer and geologist recommend additional surface trenching to crosscut the pegmatite into the intermediate zone of the hanging wall side, in the amount of 25 feet instead of the 20 feet requested by the operator. We concur in their recommendations and further recommend that the contract be amended to authorize 25 feet additional surface trenching at the unit cost of $39.35 per foot which is authorized in the contract for the presently approved work.

Inasmuch as amending the contract to that extent is not within the authority delegated to this office we are forwarding the matter for your consideration and appropriate action.

J. W. Townsend
For W. H. King

A. H. Koschmann
A. H. Koschmann

Enclosures

Ben Waltz & Kenneth R. Hewitt
Route 2, Morrison, Colorado

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 23 1953

Region IV

Executive Officer DMEA
224 New Customshouse Building
Denver 2, Colorado

Dear Sir:

We are hereby requesting additional footage on our DMEA contract.

Our measurements and that of the government engineer indicate an additional (20) twenty feet are required to crosscut the pegmatite into the intermeadiate zone of the hanging wall side.

As is illustrated on map DMEA 2712, a bulge exists at hanging wall side opposite our point of entry within pegmatite.

We have found scrap mica, columbite, tantalite, and four inch beryl crystals in the 25 feet that has been mined.

Although the foot wall and the hanging wall appear to be dipping fairly steeply, we feel that an additional (20) twenty foot crosscutting pegmatite dyke will place us into the intermediate zone.

Signed- Ben Waltz

Partner Kenneth R Hewitt

Date Nov. 21 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
November 13, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 23 1953
Mining Division
Date Rec'd
NOV 16 1953
BUREAU OF MINES
Denver, Colorado

Memorandum

To: Executive Officer, Field Team, Region IV

From: Chief, Mineral Resources Branch, Mining Division, Region IV

Subject: DMEA 2712, Contract Idm-E532, Waltz and Hewitt (Biggar mine), Jefferson County, Colorado - Request for additional footage under the contract

Enclosed are the original and seven copies of R. L. Bolmer's memorandum recommending an additional 25 feet of surface trenching on the Waltz and Hewitt contract, Idm-E532. I approve the recommendation.

The operator only requested 20 feet but it is our opinion that it will require 25 feet and we are accordingly recommending that amount. If the present unit cost is allowed of $39.35 per foot, the 25 feet will total $983.75 added to the contract which will bring it to $7,383.75.

The contractor's letter of November 4, 1953, requesting the additional footage, transmitted with your memorandum of the same date, is also enclosed.

Scott W Hazen
for W. M. Traver

Enclosure

WMT/le

cc 7
E532
DMEA Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

DEPARTMENT OF THE INTERIOR
Defense Minerals Administr...
RECEIVED
NOV 23 1953

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
November 9, 1953

Memorandum

To: Chief, Mineral Resources Branch, Mining Division, Region IV

From: R. L. Bolmer

Subject: DMEA 2712, Contract Idm-E532, Waltz and Hewitt (Biggar mine), Jefferson County, Colorado - Request for additional footage under the contract

The operator under the subject short-form contract, by letter of November 4, 1953, has requested authorization for an additional 20 feet of trenching in order to more thoroughly crosscut the Biggar pegmatite deposit.

The Biggar pegmatite is a zoned body exposed for a length of 320 feet and a width of 50 feet. Economic minerals, beryl, mica, and feldspar, are confined to the intermediate and core zones of the deposit. The objective of contract exploration was to crosscut the economic zones of the pegmatite by a trench some 20 to 25 feet lower in elevation. Surface exposures at the time of the original field examination indicated that 150 feet of such trenching would be sufficient to intersect the far or western intermediate zone of the deposit and the contract was drawn up to provide for only 150 feet of crosscut trench.

Present measurements (see attached map) indicate that the authorized footage will permit trenching only through the central portions of the core. Measurements taken November 2, 1953, on the surface and compared to the map indicate that the western contact of the far intermediate zone occurs some 22 feet beyond the end of the presently authorized trench. The contact appears to be dipping steeply towards the west. Approximately 25 feet of additional trench will be required to cut through this zone at the lower elevation.

The operator has requested an additional 20 feet to place the trench within the intermediate zone; 25 feet of additional trench to crosscut through this zone, however, is recommended. The presently authorized unit cost of $39.35 per foot of trench is considered justified for the additional work. The additional 25 feet of trench at $39.35 will increase the contract amount by $983.75, or to $7,383.75. Government participation at 90 percent will be increased by $885.37, or to $6,645.37.

To October 31, 1953, the operator had completed 95 feet of the trench for a reported and approved cost of $3,738.25. In addition an authorized $497.50 had been claimed and approved for trimming the walls and cleaning out waste within the confines of the old pit floor in preparation for trenching. Total approved project costs to October 31, 1953, were $4,235.75.

R. L. Bolmer

R. L. Bolmer
Mining Engineer

RLB/le

cc 7
E532
DMEA Chron.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 23 1953

November 13, 1953

Memorandum

To: Mr. A. H. Koschmann E.N.H for A.H.K.

From: E. N. Harshman

Subject: DMEA Docket 2712, (Beryl), Contract Idm-E532, Ben Waltz and Kenneth R. Hewitt, Biggar Mine, Jefferson County, Colorado

In an undated letter, Ben Waltz and Kenneth R. Hewitt request that contract Idm-E532 be amended to allow for 20 feet of additional crosscutting in order to adequately explore the southwest intermediate zone of the Biggar pegmatite body. Exploration authorized under the contract consists of certain rehabilitation work and 150 feet of open cut at a total cost of $6,400 (Government participation $5,760). About one-half of the proposed work has been completed and an examination of the property made November 12, 1953, indicates that the length of trench allowed under the contract is insufficient to expose the southwest intermediate zone of the pegmatite body (figure 2 accompanying the engineering memorandum).

Beryl, the principal strategic mineral in the pegmatite, occurs in the intermediate zones and the outer margins of the core. A program which will expose only the northeastern intermediate zone and core margin, particularly when well over one-half of the excavation was necessarily in the dioritic country rock, appears not in the best interest of the Government or the applicant.

Measurements made at the time of the examination indicate that 25 additional lineal feet of trench may be required to expose the full width of the southwestern intermediate zone. It is therefore recommended that additional funds, in the amount of $983.75, be authorized to extend

the trench to a total length of 175 feet.

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

Colorado Minerals Administration
RECEIVED
NOV 23 1953

224 New Customhouse
Denver 2, Colorado

November 18, 1953.

Memorandum

To: Secretary to the Operating Committee

From: Executive Officer, DMEA Field Team, Region IV

Subject: Form MF-104 - DMEA Docket 2712, Contract Idm-E532 (Beryl), Ben Waltz and Kenneth R. Hewitt (Biggar Mine), Jefferson County, Colorado.

Enclosed are two copies of the Operator's Monthly Progress Report, Form MF-104 and MF-104A, Operator's Narrative Report, Inspecting Engineer's Narrative Report, and other supporting data for the month of October 1953, pertaining to DMEA Docket 2712, Contract Idm-E532 (Beryl), Ben Waltz and Kenneth R. Hewitt (Biggar Mine), Jefferson County, Colorado.

J. W. Townsend
For W. H. King

Enclosures

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

224 New Customhouse
Denver 2, Colorado

November 10, 1953.

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket 2712, Contract Idm-E532 (Beryl), Ben Waltz and Kenneth R. Hewitt (Biggar Mine), Jefferson County, Colorado. Operator's Monthly Progress Report for the period October 1953.

Enclosed are the original and four copies of Form MF-104 and MF-104A, Narrative Report, and Engineer's Report for the above period.

Work has been completed as authorized by the contract. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore we recommend that payment be made for 90 percent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report.

Remarks:

Date of Report	November 4, 1953.
Date Received in Field Office	November 5, 1953.
Date Received in Region Office	November 9, 1953.

W H King
W. H. King

Enclosures

RDB:cwm

cc: Contract
Secretary to the Oper. Comm. (2)
WMTraver
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
November 6, 1953

Memorandum

To: Executive Officer, Field Team, Region IV

From: Chief, Mineral Resources Branch, Mining Division, Region IV

Subject: DMEA 2712, contract Idm-E532 (beryl), Ben Waltz and Kenneth R. Hewitt (Biggar mine), Jefferson County, Colorado - Progress report for October 1953

Enclosed are the original and four copies of the above progress report--forms MF-104 and MF-104A, with narrative--and the original and six copies of R. L. Bolmer's memorandum covering inspection of progress and the accounts. The contract is unit cost on short-form MF-200(A) and documentation is not required.

Bolmer confirms the monthly and accumulated trenching progress of 20 feet and 95 feet, respectively. These footages are not mentioned in the operator's narrative but are correctly entered on the MF-104A form. Entries and extensions on both reporting forms are accepted. It is expected the trench will penetrate the edge of the pegmatite in the next 20 feet and it appears additional footage beyond that allowed by the contract will be necessary to complete the trench through the other or west edge of the dike.

The work has been performed in conformance with the terms of the contract. Payment is approved and certified on the MF-104 form of $708.30, or 90 percent of the total $787.00 claimed by the contractor.

W. M. Traver

W. M. Traver

enclosures

cc
E532
Chron.

WMT/pam

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

NOV 23 1953

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
November 5, 1953

Memorandum

To: Chief, Mineral Resources Branch, Mining Division, Region IV

From: R. L. Bolmer

Subject: DMEA 2712, contract Idm-E532 (beryl), Ben Waltz and Kenneth R. Hewitt (Biggar mine), Jefferson County, Colorado - Progress report for October 1953

The October progress, as reported by the operator, the advance of an open-cut trench westerly for 20 linear feet, was confirmed during an inspection of the property November 2, 1953. On the date of inspection, the face of the cut measured 125 feet from the reference point, a total advance of 95 feet since July 9, 1953. The cut was partially completed to a distance of 134 feet from the reference point. The advance was wholly in diorite.

The eastern contact of the pegmatite, as exposed on the surface, measured 141 feet from the reference point. This contact appears to be dipping westerly at about 45°. The cut, some 20 feet lower in elevation, should intersect the pegmatite about 20 feet farther west or approximately 161 feet from the reference point. It is apparent at this time, that the presently authorized 150 feet of trench will be insufficient to cut the intermediate zone of the pegmatite occurring along the western edge of the dike. An estimated additional 25 feet of trench will be required to intersect this zone at the lower elevation. The operator has submitted a request for the additional footage.

The units and unit costs reported this period are as authorized under the contract. Documentation of costs is not required under contracts prepared on the short form. The total costs reported on form MF-104, 20 feet at $39.35 per foot, or $787.00, are accepted subject to review by the Regional office. Payment of 90 percent of the reported costs, or $708.30, is recommended.

R. L. Bolmer

R. L. Bolmer
Mining Engineer

cc 6
E532
Chron.
RLB/pam

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 23 1953

United States Department of Interior

DMEA 2712

Defense Minerals Exploration Administration

Contract IDM-B 552

Narrative Report

October, 1953

October 1, Trenching operation continued.

October 20, A loading ramp was installed inside of access cut.

We alternate using dump trucks and operating sawman hoist and have found that muckingoperations has been speeded up.

We are approaching outer edge of pegmatite wall zone. Some small streamers of pegmatite material has been observed near this area.

Since no heavy mineralization has occurred as yet, maps will not be included in this report.

With present progress continued, we should reach intermediate zone of foot wall side in next month, and report same and indicate on map.

Signed Ben Wolf

Partner Kenneth R Hewitt

Date Nov 4 1953

Form M-7-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 23 1953

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of October 1953 Docket No. DMEA 2712 Contract No. Idm-B532
Operator's Name Ben Walts and Kenneth R. Hewitt Minerals Beryl
Address Route 2, Morrison, Colorado

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching	foot	787.00	20	3,738.25	95	39.35	150	39.75
Test Pits								
Roads and Trails								
Trim walls, clean trench	job			497.50	job	497.50	job	497.50
TOTAL DISTRIBUTED COSTS		787.00		4,235.75				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		787.00		4,235.75				6,400.00

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

REMARKS:

Date Nov. 4, 1953 Operator Ben Walts and Kenneth R. Hewitt

Per Kenneth R. Hewitt Title Partner

→ NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 83-38475

Form MF-104 (Rev.)
(April 19[illegible])

Budget Bureau No. 42-R1036.3.
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 23 1953

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of October, 1953 Docket No. DMEA 2712 Contract No. Idm-B532
Operator's Name Ben Waltz and Kenneth R. Hewitt Minerals Beryl
Address Route 2, Morrison, Colorado
Contract Amount, $6,400.00 Government Participation: 90 % Amount, $5,760.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) ~~Independent~~ Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
~~XXXXXX~~ Trenching	787.00	2,951.25	3,738.25			
Trim walls, clean trench		497.50	497.50			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	787.00	3,448.75	4,235.75	787.00	3,448.75	4,235.75

I certify that the above bill is correct and just and that payment therefor has not been received.

Date Nov. 4, 1953 *Payee Ben Waltz and Kenneth R. Hewitt

Per Kenneth R. Hewitt Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

→ NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$708.30

Signature [illegible]
(Authorized Certifying Officer)

Date 11/13/53 Vou. No. DMA-546-48

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E-532 in accordance with the terms of the contract.

Signature R. L. Zolner, $708.30 Vmt Title Mining Engineer Date NOV 5 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: RDB.

Signature W. H. Kung Title Executive Officer Date NOV 10 1953

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF–104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF–104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF–104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF–104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF–200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF–200; and delete word "Independent" if the contract reported is on Form MF–200 (A). Also, report work paid for on a unit basis under contract Form MF–200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF–104 when submitted for reimbursable expenses incurred under contract Form MF–200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF–200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF–104 is required to be documented. The four copies of Form MF–104 are not to be thus supported.

Form MF–104 submitted for reimbursement under fixed price contracts on Form MF–200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF–104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

GPO 83-38476

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

RECEIVED

224 New Customhouse
Denver 2, Colorado

October 16, 1953.

Memorandum

To: Secretary to the Operating Committee

From: Executive Officer, DMEA Field Team, Region IV

Subject: Form MF-104 - DMEA Docket 2712, Contract Idm-E532 (Beryl), Ben Waltz and Kenneth R. Hewitt (Biggar Mine), Jefferson County, Colorado.

Enclosed are two copies of the Operator's Monthly Progress Report, Form MF-104 and MF-104A, Operator's Narrative Report, Inspecting Engineer's Narrative Report, and other supporting data for the month of September 1953, pertaining to DMEA Docket 2712, Contract Idm-E532 (Beryl), Ben Waltz and Kenneth R. Hewitt (Biggar Mine), Jefferson County, Colorado.

John F. Shaw
John F. Shaw
For W. H. King

Enclosures

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

224 New Customhouse
Denver 2, Colorado

October 12, 1953

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket 2712, Contract Idm-E532 (Beryl)
Ben Waltz and Kenneth R. Hewitt (Biggar Mine)
Jefferson County, Colorado - Operator's Monthly
Progress Report for the period September 1953

Enclosed are the original and four copies of Form MF-104 and MF-104A, Narrative Report, and Engineer's Report for the above period.

Work has been completed as authorized by the contract. No.documentation is required for work performed under contracts prepared on Form MF-200A, therefore we recommend that payment be made for 90 percent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report.

Remarks:

Date of Report..... September 2, 1953
Date Received in Field Office... October 6, 1953
Date Received in Region Office.. October 12, 1953

John F. Shaw
John F. Shaw
For W. H. King

Enclosures

RDB:jp
cc Contract
Sec. to Oper. Committee (2) w/copies of report
WMTraver w/copy of report
Chron

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
October 9, 1953

Memorandum

To: Executive Officer, Field Team, Region IV

From: Chief, Mineral Resources Branch, Mining Division, Region IV

Subject: DMEA 2712, Contract Idm-E532 (Beryl), Ben Waltz and Kenneth R. Hewitt (Biggar mine), Jefferson County, Colorado - Progress report for September 1953

Enclosed are the original and four copies of the subject progress report--forms MF-104 and MF-104A, with narrative--and the original and six copies of R. L. Belmer's memorandum covering his inspection of the surface trenching progress and the reporting forms. The contract is short-form and documentation is not required.

Belmer confirms the 30 feet of advance of the open cut trench entered on the MF-104A, which supports the total advance of 75 feet reported in the narrative. All advance to date has been in diorite and the assumption is that the trench will penetrate the pegmatite dike in 35 to 40 feet. Entries and extensions on the reporting forms are accepted.

Work performance was stipulated in the short form contract and payment is approved and certified on the MF-104A form of $1,062.45, or 90 percent of the total $1,180.50 claimed by the contractor.

W. M. Traver

W. M. Traver

cc: WHKing (4)
E532
DMEA Chron

WMT/cb

UNITED STATES
PARTMENT OF THE INTERIOR
BUREAU OF MINES

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
October 8, 1953

Region IV
Num

Chief, Mineral Resources Branch, Mining Division, Region IV

m: R. L. Bolmer

ubject: DMEA 2712, Contract Idm-E532 (Beryl), Ben Waltz and Kenneth R. Hewitt (Biggar mine), Jefferson County, Colorado - Progress report for September 1953

Progress reported by the operator, the advance of an open cut trench westerly for 30 linear feet, was confirmed during an inspection of the property September 30, 1953. On the date of inspection, the face of the cut measured 105 feet from the reference point, a total advance of 75 feet since July 9, 1953. The advance to date has been wholly in diorite. Surface exposures indicate that the eastern contact of the Biggar pegmatite dike is dipping steeply to the west, the same direction as the advance in the trench. Unless the contact flattens considerably, the trench should encounter the dike within 35 to 40 feet.

The units and unit costs reported this period are as authorized under the contract. Documentation of costs is not required under contracts prepared on form MF-200 (A). The total costs reported on form MF-104, 30 feet at $39.35 per foot, or $1,180.50, are accepted subject to review by the Regional Office. Payment of 90 percent of the reported costs, or $1,062.45, is recommended.

R. L. Bolmer

R. L. Bolmer
Mining Engineer

RLB/eb

cc: G
E532
DMEA Chron.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 19 1953

October 1,1953

United States Dept. of Interior

Defense Minerals Administration

Contract No. IDM-E 532

Docket No. 2712

Narrative Report:

September 1, trenching operations were continued.

No mineralization has occured in the first 75 feet of wall r ock penetration.

It is expected to reach wall zone of pegmatite after remaining 35 foot of wall rock is removed.

A truck loading ramp is to be installed 50 or 60 feet inside of access trench to facilitate loading of trucks and speed up removal of waste rock.

Signed Ben Walt

Partner Kenneth R Hewitt

October 1,1955

United States Dept. of Interior — Contract No. IDM-E 552

Defense Minerals Administration — Docket No. 2712

Narrative Report:

September 1, trenching operations were continued.

No mineralization has occurred in the first 75 feet of wall r ock penetration.

It is expected to reach wall zone of pegmatite after remaining 55 foot of wall rock is removed.

A truck loading ramp is to be installed 50 or 60 feet inside of access trench to facilitate loading of trucks and speed up removal of waste rock.

F-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

Colorado Mineral Exploration
RECEIVED
OCT 10 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

September 1953-3 952
Ben Waltz and Kenneth R. Hewitt
Route 2, Morrison, Colorado
Beryl

Month of September 195 3 Docket No. DMEA 2/12 Contract No.
Operator's Name Ben Waltz and Kenneth R. Hewitt Minerals Beryl
Address Route 2, Morrison, Colorado

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching	Foot	1100.50	50	1100.50	50	22.00		
Test Pits ~~Trenching~~	Foot			995.75	25	39.83		
Roads and Trails ~~Trenching~~	Foot			707.00	20	35.35	150	39.35
Trim walls & clean out trench	Job			497.50	Job	497.50	Job	497.50
Total Distributed Costs								Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
Total Costs		1100.50		3448.75				5400.00

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

Date Sept. 2, 1953 Operator Ben Waltz & Kenneth R. Hewitt

Per Kenneth R. Hewitt / Ben Waltz Title Partner

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

REMARKS:

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 83-38475

(Rev.)
2)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.3
Approval expires 6-30-53

RECEIVED

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of September 2, 1953 Docket No. DMEA 2712 Contract No. IDM-2 532
Operator's Name Ben Waltz and Kenneth R. Howitt Minerals Beryl
Address Route 2, Morrison, Colorado
Contract Amount, $ 6400.00 Government Participation: 90 % Amount, $ 5760.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing xxxxxxxx Trenching	1180.50		1180.50			
Crosscutting xxxxxxxx Trenching		983.75	983.75			
Drifting xxxxxx Trenching		787.00	787.00			
Trim and clean out walls and trench		497.50	497.50			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	1180.50	2268.25	3448.75	1180.50	2,268.25	3,448.75

I certify that the above bill is correct and just and that payment therefor has not been received.

Date Sept. 2, 1953 *Payee Ben Waltz & Kenneth R. Howitt

Per Ben Waltz / Kenneth R. Howitt Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 1062.45

Signature [illegible]
(Authorized Certifying Officer)

Date 10/14/53 Voucher No. 54-38

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E-532 in accordance with the terms of the contract.

Signature R. Tolmer, $1062.45 Amt Title Mining Engineer Date OCT 8 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: R.D.B.

Signature John F. Shaw for W. H. King Title Executive Officer Date OCT 12 1953

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

GPO 83-38476

Reg 4 case

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 28 1953

224 New Customhouse
Denver 2, Colorado

September 25, 1953

Memorandum

To: Secretary to the Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region IV

Subject: Form MF-104, DMEA Docket 2712, Contract Idm-E532 (Beryl), Ben Waltz and Kenneth R. Hewitt (Biggar Mine), Jefferson County, Colorado.

Enclosed are two copies of the Operator's Monthly Progress Report Form MF-104 and MF-104A, Operator's Narrative Report, Inspecting Engineer's Narrative Report, and other supporting data for the period of August 1953, pertaining to DMEA Docket 2712, Contract Idm-E532, Ben Waltz and Kenneth R. Hewitt (Biggar Mine), Jefferson County, Colorado.

W. H. King

W. H. King

Enclosures
MDS

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 28 1953

224 New Customhouse
Denver 2, Colorado

September 17, 1953.

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket 2712, Contract Idm-E532 (Beryl), Ben Waltz and Kenneth R. Hewitt (Biggar Mine), Jefferson County, Colorado. Operator's Monthly Progress Report for the period August 1953.

Enclosed are the original and four copies of Form MF-104 and MF-104A, Narrative Report, and Engineer's Report for the above period.

Work has been completed as authorized by the contract. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore we recommend that payment be made for 90 percent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report.

Remarks:

Date of Report	September 8, 1953.
Date Received in Field Office	September 8, 1953.
Date Received in Region Office	September 16, 1953.

W. H. King
W. H. King

Enclosures

RDB:cwm

cc: Contract
Secretary to the Oper. Comm. (2)
WMTraver
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
September 15, 1953

Memorandum

To: Executive Officer, Field Team, Region IV

From: Chief, Mineral Resources Branch, Mining Division, Region IV

Subject: DMEA 2712, Contract Idm-E532 (Beryl) Ben Waltz and Kenneth R. Hewitt (Biggar mine) Jefferson County, Colorado - Progress report for August 1953

Submitted herewith are the original and four copies of the subject progress report--forms MF-104 and MF-104A, with narrative--and the original and six copies of R. L. Bolmer's memorandum covering inspection of surface trenching progress and the entries and extensions on the reporting forms. The contract is short-form and documentation is not required.

The 25 linear feet advance of the open cut trench in diorite toward the pegmatite, as reported in the narrative and entered on the MF-104A form, was verified by the inspecting engineer. He also found the entries and extensions on the reporting forms acceptable except as noted. The cumulative totals "units to date" and "costs to date" will be correctly entered by the operator on the next progress forms.

Work was accomplished as authorized by the short-form contract and payment is recommended and certified on the MF-104A form of $885.37, or 90 percent of the total $983.75 claimed by the contractor.

W. M. Traver

W. M. Traver

enclosures

cc
E532
DMEA Chron.

WMT/pam

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

DEPARTMENT OF THE INTERIOR
Bureau of Mines Information
RECEIVED
SEP 20 1953

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
September 9, 1953

Memorandum

To: Chief, Mineral Resources Branch, Mining Division, Region IV

From: R. L. Bolmer

Subject: DMEA 2712, Contract Idm-8532 (Beryl) Ben Waltz and Kenneth R. Hewitt (Biggar mine) Jefferson County, Colorado - Progress report for August 1953

Progress under the subject short-form contract was inspected September 1, 1953, with Ben Waltz. Progress during the period as reported in the operators' narrative and shown on form MF-104A, the advance of an open cut trench for 25 linear feet, was confirmed during the inspection. On the date of the inspection, the face of the cut measured 75 feet from the reference point, a total advance since July 9, 1953, of 45 feet. The advance during the period was wholly in diorite. The beryl reported as recovered from trenching during this period was from an old pegmatite dump occurring along the course of the trench. Progress during the period was curtailed somewhat due to a lost-time injury suffered at the mine by one of the operators.

The units and unit costs reported this period are as authorized under the contract. Documentation of costs is not required for work performed under contracts prepared on form MF-800(A). In the future, the operator will be requested to carry cumulative totals for "units to date" and "costs to date" on the MF-104 and -104A forms. The total costs reported, 25 feet at $39.35 per foot, or $983.75, are accepted subject to review by the regional office. Payment of 90 percent of the reported costs, or $885.37, is recommended.

R. L. Bolmer
R. L. Bolmer
Mining Engineer

cc 6
8532
DMEA Chron.

RLB/pam

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 28 1953

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

NARRATIVE REPORT: Dmea - 2712

Contract Number - IDM-E 532

AUGUST FIRST (1) TRENCHING OPERATIONS WERE CONTINUED.

AUGUST ELEVENTH (11) PARTNER, KENNETH R. HEWITT WAS INJURED BY CHAIN ON SHEAVE BLOCK OF SAURMAN HOIST. INJURIES JUSTIFIED TIME OFF OF APPROXIMATELY TEN WORKING DAYS.

ABOUT ONE HUNDRED AND FIFTY (150) POUNDS OF BROKEN BERYL CRYSTALS WERE FOUND IN TRENCHING THROUGH PREVIOUS DUMP AREA.

MINE INSPECTER CHAPMAN INSPECTED WORKINGS, AND FOUND SAME SATISTACTORY.

Ben Walz

TITLE Kenneth R. Hewitt, Operator

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 20 1953

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of AUGUST 1953 Docket No. DMEA 2712 Contract No. IDM- E 552
Operator's Name BEN WALTZ & KENNETH HEWITT Minerals BERYL
Address ROUTE 2, MORRISON, COLORADO

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping MY JULY Trenchi g				787.00	20	39.35		
Trenching	FOOT	983.75	25	983.75	25	39.35	150	39.35
Test Pits								
Roads and Trails								
Trim walls &clean out trench	Job			497.50	Job	497.50	Job	497.50
TOTAL DISTRIBUTED COSTS		983.75		2268.25				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		983.75		2268.25				6400.00

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

Date Sept 8 1953 Operator Ben Waltz Kenneth R Hewitt

Per Kenneth R Hewitt Title Operator

REMARKS:

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

Preparation of Form MF–104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF–104A has been designed to tie in with Form MF–104 for both monthly and cumulative costs. The "Total Costs" on Form MF–104A for each month should equal the monthly "Total Costs" as reported on Form MF–104. This is also true of the "Total Costs To Date".

In preparing Form MF–104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 83-38475

Budget Bureau No. 42-R1036.3.
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Defense Minerals Administration
RECEIVED
SEP 20 1953

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of AUGUST, 1953 Docket No. DMEA 2712 Contract No. IDM-952
Operator's Name BEN WALTZ & KENNETH HEWITT Minerals BERYL
Address ROUTE 2, MORRISON, COLORADO
Contract Amount, $6400.00 Government Participation 90 % Amount, $ 2760.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) ~~Independent~~ Short Form Contracts:						
Drilling						
Bulldozing						
~~Crosscutting~~ Trenching	983.75		983.75			
~~Drifting~~ Trenching		787.00	787.00			
Trim walls & clean out trench		497.50	497.50			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	983.75	1284.50	2268.25	983.75	1284.50	2268.25

I certify that the above bill is correct and just and that payment therefor has not been received.

Date Sept 8 1953 *Payee Ben Waltz & Kenneth A Hewitt

Per Kenneth A Hewitt Title Operator

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 885.38

Signature [illegible]
(Authorized Certifying Officer)

Date 9/18/53 Voucher No. 54-30

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E-532 in accordance with the terms of the contract.

Signature R. L. Palmer, #885.37 Title Mining Engineer Date SEP 9 - 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: R.A.B.

Signature W. H. Kung Title Executive Officer Date SEP 17 1953

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

GPO 83-38476

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

DEPARTMENT OF THE INTERIOR
Division of Mines
SEP 3 - 1953

224 New Customhouse
Denver 2, Colorado

August 31, 1953

Memorandum

To: Secretary to the Operating Committee
Defense Minerals Exploration Administration

From: Executive Officer, DMEA Field Team, Region IV

Subject: Form MF-104, DMEA Docket 2712, Contract Idm-E532 (Beryl), A partnership consisting of Ben Waltz and Kenneth R. Hewitt, Jefferson County, Colorado

Enclosed are two copies of the Operator's Monthly Progress Report Form MF-104 and MF-104A, Operator's Narrative Report, Inspecting Engineer's Narrative Report, and other supporting data for the period of July, 1953, pertaining to DMEA 2712, Contract Idm-E532, Ben Waltz and Kenneth R. Hewitt, Jefferson County, Colorado.

W. H. King
W. H. King

Enclosures

MDS

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

224 New Customhouse
Denver 2, Colorado

August 14, 1953

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket 2712, Contract Idm-E532 (Beryl), A partnership consisting of Ben Waltz and Kenneth R. Hewitt - Operator's Monthly Progress Report, for the month of July, 1953.

Enclosed are the original and four copies of Form MF-104 and MF-104A, Narrative Report, and Engineer's Report for the above period.

Work has been completed as authorized by the contract. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore we recommend that payment be made for 90 percent of the amount reported by the Operator on Form MF-104, contingent on your verification of arithmetical accuracy within the report.

Remarks:

Date of the Operator's Report	August 3, 1953
Date Report received in Field Office	August 11, 1953
Date Report received in Regional Office	August 14, 1953

W. H. King
W. H. King

Enclosures

JWT:es

cc: Contract
Sec. to the Oper. Comm. (2)
Chron.
Traver
Koschmann (2)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
August 13, 1953

Memorandum

To: Executive Officer, Field Team, Region IV

From: Chief, Mineral Resources Branch, Mining Division, Region IV

Subject: DMEA 2712, Contract Idm-E532 (Beryl), Ben Walts and Kenneth R. Hewitt (Biggar mine), Jefferson County, Colorado - Progress report for July 1953

Submitted herewith are the original and four copies of the subject progress report--forms MF-104 and MF-104A, with narrative--and the original and six copies of R. L. Bolmer's memorandum covering inspection of surface trenching progress and the entries and extensions on the reporting forms. The contract is short-form and documentation is not required.

The 20 feet progress reported in the narrative and entered on the MF-104A form is verified correct, with extensions on the MF-104A form correct and totals carried properly to the MF-104 form. Totals to date are correct on both forms.

Payment is recommended and certified on the MF-104 form of $708.30, or 90 percent of the total $787.00 claimed by the contractor.

W. M. Traver

W. M. Traver

enclosures

WMT/cb

cc: 4
E532
DMEA Chron.

Region IV

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
August 13, 1953

Memorandum

To: Chief, Mineral Resources Branch, Mining Division, Region IV

From: R. L. Bolmer

Subject: DMEA 2712, Contract Idm-E532 (Beryl), Ben Waltz and Kenneth R. Hewitt (Biggar mine), Jefferson County, Colorado - Progress report for July 1953

Progress under the subject short form contract was inspected August 10, 1953, with W. M. Traver, Bureau of Mines, and Messrs. Waltz and Hewitt. Progress as reported by the operators, the advance of an open cut trench for 20 linear feet, was confirmed during the inspection.

On July 9, 1953, after broken waste within the confines of the pit floor had been cleaned out, the face of the proposed cut measured 30 feet from an established reference point. On the date of inspection, the face of the cut was measured as 64 feet from the reference point.

At present, the cut is in a weathered diorite. Broken material is slushed from the cut by means of a double drum hoist, loaded into a dump truck by means of an inclined ramp, and hauled a short distance to the waste dump. The loading ramp will be advanced in the trench as the face of the cut progresses. The bottom of the cut is being maintained just wide enough for truck haulage.

The units and the unit costs reported this period are as authorized under the contract. Documentation of costs is not required for work performed under contracts prepared on Form MF-200 (A). The total costs reported, 20 feet at $39.35 per foot, or $787.00, are approved. Payment of 90 percent of the approved amount, or $708.30, is recommended.

R. L. Bolmer

R. L. Bolmer
Mining Engineer

RLB/cb

cc: 6
E532
DMEA Chron.

Form MF-104 (Rev.)
(April 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.3.
Approval expires 6-30-53.

DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration
RECEIVED
SEP 3 - 1953

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of JULY 1953 Docket No. DMEA 2712 Contract No. [illegible] 552
Operator's Name BEN WALTZ & KENNETH R. HEWITT Minerals BERYL
Address ROUTE 2, MORRISON, COLORADO
Contract Amount, $ 6,400.00 Government Participation 90 % Amount, $ 5,760.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) ~~Independent~~ Short Form Contracts:						
Drilling						
~~Bulldozing~~ Trenching	787.00	--	787.00			
Crosscutting						
~~Drifting~~						
~~cut, wall~~ and clean out trench.		497.50	497.50			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	787.00	497.50	1,284.50	787.00	497.50	1,284.50

I certify that the above bill is correct and just and that payment therefor has not been received.

Date AUGUST 3, 1953 *Payee BEN WALTZ & KENNETH R. HEWITT

Per Ben Waltz Title PARTNER

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 708.30

Signature [illegible]
(Authorized Certifying Officer)

Date 8/24/53 Vou. No. DMA 54-19

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. 6-532 in accordance with the terms of the contract.

Signature R. L. Holmes, $708.30 Title Mining Engineer Date Aug. 10, 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature W. H. King Title Executive Officer Date AUG 14 1953

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

GPO 83-38476

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of JULY 1953 Docket No. DMEA 2712 Contract No. IDM-E532
Operator's Name BEN WALTZ & KENNETH R. HEWITT Minerals BERYL
Address ROUTE 2, MORRISON, COLORADO

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching	foot	$787.00	20	$787.00	20	$ 39.35	150	$ 39.35
Test Pits								
Roads and Trails								
rim walls and clean job at trench.				$497.50	job	$497.50	job	$497.50
TOTAL DISTRIBUTED COSTS		$787.00		$1,284.50				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		$787.00		$1,284.50				$6,400.00

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

Date AUGUST 3, 1953 Operator BEN WALTZ & KENNETH R. HEWITT

Per Ben Waltz Title PARTNER

REMARKS:

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

Preparation of Form MF–104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF–104A has been designed to tie in with Form MF–104 for both monthly and cumulative costs. The "Total Costs" on Form MF–104A for each month should equal the monthly "Total Costs" as reported on Form MF–104. This is also true of the "Total Costs To Date".

In preparing Form MF–104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 83-38475

DEPARTMENT OF THE INTERIOR
Bureau of Mines Information
(Seattle)
JUL 30 1953

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE METALS EXPLORATION ADMINISTRATION

BMEA 2712

CONTRACT IDI-E 532

NARRATIVE REPORT:

JULY, 1953

OPERATIONS BEGUN JULY 9th.

OPERATIONS TO DRIVE AN OPEN CUT ONE HUNDRED AND FIFTY (150) FEET LONG WERE BEGUN BY REMOVING A BOULDER GRIZZLY AND BLASTING OUT THE BIOTITE DIORITE COUNT RY ROCK. THE BROKEN WASTE IS REMOVED, USING SAUMAN DOUBLE DRUM HOIST AND LOADING IN 3½ YD DUMP T RUCKS. WASTE IS TRUCKED OFF TO DUMP AREA.

TWENTY (20) UNITS OF TRENCHING COMPLETED DURING THIS PERIOD.

THE COUNTR Y ROCK APPEARS TO BE WEATHERED TO CONSIDERABLE DEPTH.

FORTY PERCENT (40%) RED CROSS PERMISSIBLE POWDER WAS USED SUCCESS-FULLY IN THE WEATHERED ROCK. FUTURE BLASTING POWDER WILL BE SIXTY PERCENT (60%).

Ben Wolf

BY Kenneth R. Henrikson Partner

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG - 3 1953

224 New Customhouse
Denver 2, Colorado

July 31, 1953.

Memorandum

To: Secretary to the Operating Committee

From: Executive Officer, DMEA Field Team, Region IV

Subject: Form MF-104, DMEA Docket 2712, Contract Idm-E532 (Beryl), Ben Waltz and Kenneth R. Hewitt (Biggar Mine), Jefferson County, Colorado.

Enclosed are two copies of the Operator's Monthly Progress Report, Form MF-104 and MF-104A, Operator's Narrative Report, Inspecting Engineer's Narrative Report, and other supporting data for the month of June 1953, pertaining to DMEA Docket 2712, Contract Idm-E532 (Beryl), Ben Waltz and Kenneth R. Hewitt (Biggar Mine), Jefferson County, Colorado.

W. H. King

W. H. King

Enclosures

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 20 1953

224 New Customhouse
Denver 2, Colorado

July 20, 1953.

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region IV

Subject: DMEA Docket 2712, Contract Idm-2532 (Beryl), Ben Waltz and Kenneth R. Hewitt (Biggar Mine), Jefferson County, Colorado. Operator's Monthly Progress Report for the period June 1953.

Enclosed are the original and four copies of Form MF-104 and MF-104A, Narrative Report, and Engineer's Report for the above period.

Work has been completed as authorized by the contract. No documentation is required for work performed under contracts prepared on Form MF-200A, therefore we recommend that payment be made for 90 percent of the amount reported by the Operator on Form MF 104, contingent on your verification of arithmetical accuracy within the report.

Remarks:

Date of Report	June 30, 1953.
Date Received in Field Office	July 2, 1953.
Date Received in Region Office	July 14, 1953.
Date Processed for Payment	July 20, 1953.

W. H. King
W. H. King

Enclosures

RDB:cwm

cc: Contract
Secretary to the Oper. Comm. (2)
WMTraver
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
July 14, 1953

Memorandum

To: Executive Officer, Field Team, Region IV

From: Chief, Mineral Resources Branch, Mining Division, Region IV

Subject: DMEA 2712, Contract Idm-E532 (Beryl), Ben Waltz and Kenneth R. Hewitt (Biggar mine), Jefferson County, Colorado - Progress report for June 1953

Submitted herewith are the original and four copies of the above initial progress report--forms MF-104 and MF-104A, with narrative--and the original and six copies of W. L. Dare's memorandum covering the progress. The contract is short form and requires no documentation.

Dare verifies the progress consisting of trimming the walls and cleaning the waste from the present pit floor. This constitutes the first phase of the contract performed at a unit cost of $497.50 and the operator is now starting the open trenching.

Payment is approved and certified on the MF-104 form of $447.75, or 90 percent of the total $497.50 claimed by the contractor.

W. M. Traver

W. M. Traver

enclosures

WMT:amh

cc: 4
E532
DMEA Caron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
July 14, 1953

Memorandum

To: Chief, Mineral Resources Branch, Mining Division, Region IV

From: W. L. Dare

Subject: BMEA 2712, Contract Idm-E532 (Beryl), Ben Waltz and Kenneth R. Hewitt (Biggar mine), Jefferson County, Colorado - Progress report for June 1953

The Biggar mine was inspected on July 9, 1953, and progress checked with Ben Waltz. Work under the contract started on June 15, 1953.

The initial phase of trimming the walls of the old cut and cleaning out the broken waste has been completed. The walls have been widened and trimmed and all of the loose material has been bulldozed from the floor of the cut. The operators are ready to begin the new excavation.

Payment is recommended as $447.75, which is 90 percent of the $497.50 allowed and claimed.

for Scotter Hagen Jr
W. L. Dare
Mining Engineer

WLD:mmh

cc: 6
E532
BMEA Chron.

Form MF[illegible] (Rev.)
(April 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.3.
Approval expires 6-30-53.

RECEIVED
AUG 5 1953

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of JUNE, 1953 Docket No. DMEA 2712 Contract No. I.D.M. - E 532
Operator's Name BEN WALTZ & KENNETH HEWITT Minerals BERYL
Address ROUTE 2, MORRISON, COLORADO
Contract Amount, $ 6400 Government Participation: 90 % Amount, $ 5750.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) ~~Independent~~ Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting						
Trim walls and clean-up:	$497.50		$497.50			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$497.50		$497.50	497.50		497.50

I certify that the above bill is correct and just and that payment therefor has not been received.
Date JUNE, 30, 1953 Payee Ben Waltz & Kenneth Hewitt
Per Kenneth P. Hewitt Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 447.75

Signature [illegible]
(Authorized Certifying Officer)
Date 7/23/53 Vou. No. DMA 54-11
(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-E532 in accordance with the terms of the contract.

Signature [illegible] $447.75 [illegible] Title Mining Engineer Date 7-13-53

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: R.D.R.

Signature [illegible] Title Executive Officer Date JUL 20 1953

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

GPO 83-38476

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 5 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of JUNE, 1953 Docket No. DMEA 2712 Contract No. I.D.M. - E 532
Operator's Name BEN WALTZ & KENNETH HEWITT Minerals BERYL
Address ROUTE 2, MORRISON, COLORADO

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Trim walls and clean-up	XXX	$497.50	XXX	$497.50	XXX	$497.50	XXX	$497.50
TOTAL DISTRIBUTED COSTS		$ 497.50		$497.50				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		$497.50		$497.50				$6400.00

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

Date JUNE 30, 1953 Operator Ben Waltz & Kenneth Hewitt
Per Kenneth R. Hewitt Title Partner

REMARKS: Work under the contract started Monday, JUNE 15, 1953.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

Preparation of Form MF–104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF–104A has been designed to tie in with Form MF–104 for both monthly and cumulative costs. The "Total Costs" on Form MF–104A for each month should equal the monthly "Total Costs" as reported on Form MF–104. This is also true of the "Total Costs To Date".

In preparing Form MF–104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 83-38475

Route 2
Morrison, Colorado
June 30, 1953

United States Department of the Interior
Defense Minerals Exploration Administration

NARRATIVE REPORT

DMEA 2712, Contract Idm-E532

The work under contract was started on Monday, June 15, 1953.

The waste rock has been removed from below the present cribbing. Also, the waste from the present pit floor is removed.

The walls have been trimmed by blasting down wall rock diorite, and wall zone pegmatite.

The waste has been mucked out using double drum saureman hoist and tractor loader.

Kenneth R Hewitt
Ben Waltz and Kenneth Hewitt

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C. 600

JUL 9 1953

Houk
Selfridge
Griffith
Hedges
Kinkel
pc

Mr. W. H. King
Executive Officer, DMEA
Field Team, Region IV
Bureau of Mines
224 New Customhouse Bldg.
Denver 2, Colorado

Subject: Docket No. DMEA-2712 - Beryl
Ben Waltz and Kenneth R. Hewitt
Switzer Lode Mining Claim
Jefferson County, Colorado
Contract No. Idm-E532

Dear Mr. King:

Reference is made to your memorandum of July 1, 1953, on the subject contract, executed in Region IV, which does not satisfy the objections raised in our letter of June 22, 1953.

Your proposed exploration which would provide access to 16 tons of beryl indicates you do not comprehend our objection to the method of exploring this deposit which is not on the amount that is to be spent but rather upon the small geologic target being explored. Unless the geologic target can be enlarged, the present program is not justified. The exploration-development charge of $360 per ton is extravagant and is greatly in excess of what should be spent on an exploration of this type.

The present work program is not exploration. However, if it is not practical to reopen the 60-foot shaft, this office would be pleased to receive the field team's proposal of how this pegmatite may be explored. It might be well to rescind this contract, unless a new approach can be found to explore it. This office agrees that "A deposit of this type should be explored in stages". However, the work should be confined to the zone in which the beryl occurs with a view to obtaining the maximum amount of information at a minimum of cost.

Sincerely yours,

George C. Selfridge (JHB)
Chairman, Operating Committee

Approved:

J. H. Hedges (JHB)
Member, Bureau of Mines

A. R. Kinkel, Jr. (JHB)
Member, Geological Survey

LGHouk:gad 7/8/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Griffith, 3641A
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.G.
7-9-53

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

224 New Customhouse
Denver 2, Colorado

July 1, 1953

Memorandum

To: Chairman of the Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region IV

Subject: Docket No. DMEA 2712 (Beryl), Contract Idm-E532, Ben Waltz and Kenneth R. Hewitt

Reference is made to your memorandum dated June 22, 1953 regarding contract Idm-E532.

The target of the exploration project is the beryl-bearing zone of the pegmatite 22 feet below the floor of the present pit. The distribution of the beryl in the pegmatite is erratic. It is impossible to estimate the beryl content of the intermediate zone of the dike at this horizon by calculating the amount removed to date.

The statement which you quoted from the Field Team's report as follows: "The value of the open trench as a later extraction base would more than compensate for its additional costs" is very poorly worded. The costs referred to did not take into account the costs of rehabilitating the shaft, preparing a site for a hoist house, building a hoist house, installing a hoist, and building a headframe.

We estimated this work would cost approximately $4,000.00, and that the total costs of reopening the shaft and drifting would greatly exceed the costs of present contract. We do not believe that we should consider reopening the 60-foot shaft, sinking it, and drifting in the intermediate zone. A deposit of this type should be explored in stages.

W. H. King

W. H. King

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

June 24, 1953

Memorandum

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
JUN 26 1953

To: L. G. Houk, Chief
Nonmetallics Division, DMEA

From: R. F. Griffith
Rare and Precious Metals Branch

Subject: Final Report - Docket No. DMEA 2712 (Beryl), Biggar Mine, Waltz and Hewitt, Jefferson County, Colorado.

This office concurs with the field team recommendation that DMEA assistance be given to perform the work specified in the final report.

R. F. Griffith
R. F. Griffith

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

JUN 22 1953

Houk
Selfridge
Whitaker
Whittemore

Mr. W. H. King
Executive Officer, DMEA
Field Team, Region IV
Bureau of Mines
274 Federal Customhouse Bldg.
Denver 2, Colorado

Subject: Docket No. DMEA-2712 - Beryl
Ben Waltz and Kenneth R. Hewitt
Switzer Lode Mining Claim
Jefferson County, Colorado
Contract No. Ibm-2532

Dear Mr. King:

Reference is made to our letter of June 8, 1953, and to the field team report on the subject application just received.

An analysis of the field team report indicates that the contract executed in Region IV is not exploration but preparation for mining. U. S. Geological Survey Professional Paper No. 227, on page 34, states that the intermediate zone which has an average width of seven feet contains about 1% beryl, giving inferred reserves of about 40 tons of beryl. Any approach to exploring this deposit should be to increase the inferred reserves. Since the beryl occurs in the intermediate zone and the surface area of the intermediate zone is known as well as the beryl content, and since the field team report indicates the character and mineral content "...of the pegmatite below the present quarry floor should be similar to the mined portion of the pegmatite"; what is the target of the exploration project? "The value of the open trench as a later extraction base would more than compensate for its additional cost" is not logical rationalization to justify calling this work program exploration. The Field Team's interpretation of exploration in this case cannot be accepted.

A more realistic approach to exploring this deposit may be to reopen the 60-foot shaft, sinking it, and drifting in the intermediate zone.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee

Approved:

J. H. Hedges
Member, Bureau of Mines

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

LGHouk:gad 6/19/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bld
Mr. Houk

IN REPLY REFER TO:

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

DEPARTMENT OF THE INTERIOR
June 19, 1953

Memorandum

REVIEW OF APPLICATION DMEA-2712 (beryl)

To: H. G. Houk, Defense Minerals Exploration Administration

From: D. M. Larrabee, U. S. Geological Survey

Applicant's name and address: L. L. Erickson, K. Hewitt, and Ben Waltz

Name of property: Biggar Mine

Location of property: Jefferson Co., Colorado

Comments:

The final engineering and geologic report has just been received.

In spite of the fact that the operators have failed to make wages since they started in July 1951, and had a poor recovery of by-products, the target now apparently calls for 100% recovery of all products.

The target is the grand total of 16 tons of beryl, -- are we scraping the barrel to this extent? It is my understanding there are richer pegmatites in the west -- why not have a look at some?

The cost per ton of $360 over and above the purchase cost of about $500, or $860 total, is pretty high. Also, at the rate of past production, 2½ years might be required to gain all this production.

Quoting from the report, "there is very little liklihood that the property can be operated on a sound economic basis in the light of present day markets and operating costs."

And further, since the pegmatite has already been explored and mined, it would appear that this is strictly a mining set-up, rather than exploration. Even this might be overlooked if the target had any significance, but 16 tons of anticipated beryl is no justification.

A review of this contract is hereby recommended.

D. M. Larrabee

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

224 New Customhouse
Denver 2, Colorado

June 17, 1953

Memorandum

To: C. O. Mittendorf, Administrator, DMEA

From: Executive Officer, DMEA Field Team, Region IV

Subject: Docket No. DMEA 2712, (Beryl), Waltz & Hewitt, Biggar Mine, Jefferson County, Colorado

Enclosed is a newspaper clipping from the Denver Post dated June 15, 1953 regarding the operation of Waltz & Hewitt, Docket No. DMEA 2712, Contract Idm-E532.

W. H. King

W. H. King

Enclosure

Vital Ore Reclaimed From Mine Tailings

Two Jefferson county men who noticed strange blue-green crystals scattered in the tailings of a 70-year-old mica mine revealed Monday they have reclaimed five tons of defense-vital beryl ore since they started work two years ago.

Kenneth Hewitt of Golden and Ben Waltz, who lives at the mine, said they have received nearly $3,000 for the beryl ore they have taken out of the tailings of the Biggar mine, twenty miles southwest of Denver near Tiny Town.

Several other beryl operations in the same general area have netted more than $9,000 worth of ore during last year.

USED IN BOMBS.

Beryl is refined into beryllium oxide or beryllium metal, which is used in the manufacture of atomic bombs. The oxide is used in electronic tubes. Beryllium is also valuable as a strengthening agent for copper.

With a tractor and a loader, the two men have picked over most of the large pile of tailings at the mine. Wherever they find a piece of beryl crystal they break the rock and remove it. Some of the crystals weigh as much as ten pounds, according to Hewitt.

Beryl ore, which runs about 11 per cent beryllium at the mine, brings more than $500 a ton.

The mine also contains salable amounts of bismuth, mica and feldspar and traces of uranium, Hewitt said.

The bureau of mines was interested enough in the work being done by Hewitt and Waltz to recommend a $5,700 loan for further exploration. The loan was made made through the defense mineral exploration administration.

Hewitt and Waltz took over the mine two years ago on a ten-year lease from David N. Biggar of Littleton, owner of the property.

Biggar's father, R. C. Biggar, purchased the mine in the 1880's.

The two miners sell the ore to the Beryl Ores company at Arvada where it is processed into beryllium oxide.

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ACOUSTICON

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WALTZ & HEWITT

DOCKET NO. DMEA 2712

CONTRACT IDM-E532

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

224 New Customhouse
Denver 2, Colorado

June 9, 1953.

Memorandum

To: Secretary to the Operating Committee

From: Field Team, Region IV

Subject: Final Report - Docket No. DMEA 2712 (Beryl), Biggar Mine, Waltz and Hewitt, Jefferson County, Colorado.

Enclosed are the original and three copies of the final report on Docket No. DMEA 2712.

A contract has been prepared and is in force.

John F. Shaw
John F. Shaw
For W. H. King

A. H. Koschmann
A. H. Koschmann

Enclosures

Reviewed by
DMEA OPERATING COMMITTEE
6-19-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

224 New Customhouse
Denver 2, Colorado

May 22, 1953.

Memorandum

To: Field Team, Region IV

From: Chief, Mining Division, Region IV

Subject: Final Report, DMEA Docket 2712 (Beryl), Biggar Mine, Waltz and Hewitt, Jefferson County, Colorado.

Enclosed are eight copies of the final engineering report on the subject docket.

The examining engineer concludes the pegmatite can be explored most economically by an open trench approximately twenty-two feet below the present pit floor at a total cost of $6,400.00, Government participation $5,760.00.

We concur in this conclusion and recommendation.

W. H. King
W. H. King

Enclosures

Reviewed by
DMEA OPERATING COMMITTEE
6-19-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
March 20, 1953

Memorandum

To: Executive Officer, Field Team, Region IV

From: Chief, Mineral Resources Branch, Mining Division, Region IV

Subject: DMEA 2712, (beryl-feldspar-scrap mica), Bigger mine, L. L. Erickson, Ben Walls, and Kenneth Hewitt, applicants, Jefferson County, Colorado.

Please find enclosed the original and eight copies of the engineering report, by F. J. Bulina, on the subject docket. The "Summary, Conclusions, and Recommendations," by Truman R. Kohn and F. J. Bulina, is being typed by the Geological Survey for submission.

Bulina concludes that the pegmatite can be explored most economically by an open trench 22 feet below the present pit floor. From the trench the core and intermediate zones should be mined as a unit, sorting out the beryl, mica, and feldspar. He recommends approval of the application if beryl is critical enough to justify an expenditure of $360.00 per ton, in addition to the regular purchase price, for the possible production of 16 tons over a period of 2-1/2 years.

I concur with his conclusions and recommendations.

W. M. Traver

W. M. Traver

enclosures

WMT/eb

cc: 8
DMEA 2712
Chron.

6-19-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.
200 New Customhouse
Denver 2, Colorado

February 24, 1953

Memorandum

To: DMEA Field Team, Region IV

From: A. H. Koschmann

Subject: DMEA Docket 2712, Bigger Mine, Jefferson County, Colorado.

Attached are 8 copies of the geological report by Truman H. Kuhn and 8 copies of the Summary, Conclusions, and Recommendations by Truman H. Kuhn and F. J. Belina, covering DMEA Docket 2712, Bigger Mine, Jefferson County, Colorado.

The Bigger mine has produced beryl, mica, and feldspar in past years and Kuhn believes it offers possibility of further production in depth. He, therefore, recommends a small amount of exploration to determine the grade of the pegmatite dike at an additional 22 feet of depth.

I concur in this recommendation.

The brochure is enclosed.

A. H. Koschmann
A. H. Koschmann
Supervising Geologist
Colorado-Wyoming

Enclosures (9)

Reviewed by
DMEA OPERATING COMMITTEE
6-19-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
OSCAR L. CHAPMAN, SECRETARY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM
REGION IV

DMEA 2712

Biggar Mine

Jefferson County, Colorado

Beryl-feldspar-scrap mica

Truman H. Kuhn, Geologist
U. S. Geological Survey

F. J. Belina, Mining Engineer
Bureau of Mines

January 28, 1953

Reviewed by
DMEA OPERATING COMMITTEE
6-19-53
(date)

BIGGAR MINE

JEFFERSON COUNTY, COLORADO

DMEA DOCKET 2712

SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

By Truman H. Kuhn, U. S. Geological Survey
and
F. J. Belina, U. S. Bureau of Mines

BIGGAR MINE
JEFFERSON COUNTY, COLORADO

SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

A partnership of L. L. Erickson, Kenneth Hewitt, and Ben Waltz have applied for Defense Minerals Exploration Administration assistance to explore for beryl and associated minerals at the Biggar mine in Jefferson County, Colorado. They propose to spend $11,600 (Government participation $10,440) to open up a new bench about 25 feet below the floor of the present open cut and do exploratory drifting from the new bench horizon along the intermediate zone of the pegmatite.

The pegmatite exposed in the Biggar mine is a distinctly zoned body that cuts pre-Cambrian schistose diorite. It is exposed for a length of 320 feet and a width of about 50 feet. It comprises a narrow wall zone of medium-grained quartz-microcline-biotite-albite, an intermediate zone of quartz-albite-muscovite, and a core of microcline-quartz. Economic minerals are confined to the intermediate and core zones; feldspar is recovered from the core, mica and beryl occur in the intermediate zone and in the outer edges of the core. The beryl-bearing portion of the deposit contains approximately 1% beryl averaging 12.1% BeO.

An examination of the property revealed that a trench 150 feet in length would expose the southeastern end of the pegmatite and give approximately 22 feet of new depth. The character and mineral content of the pegmatite below the present quarry floor should be similar to the mined portion of the pegmatite. Exploratory drifting along the intermediate zones under scant cover is not considered necessary.

It is recommended that the applicants' proposal be modified and that Defense Minerals Exploration Administration assistance be given to excavate a crosscutting trench about 150 feet in length that will expose the southeastern end of the pegmatite to a depth of about 22 feet below the present floor. The cost of the proposed work is estimated at $6,400 (Government participation, $5,760).

REFERENCE

Hanley, J. B., Pegmatite investigations in Colorado, Wyoming, and Utah: U. S. Geol. Survey Prof. Paper 227, 1950.

BIGGAR MINE

JEFFERSON COUNTY, COLORADO

DMEA DOCKET 2712

Geologic Report

By Truman H. Kuhn
U. S. Geological Survey

BIGGAR MINE
JEFFERSON COUNTY, COLORADO

INTRODUCTION

L. L. Erickson, Ben Waltz, and Kenneth R. Hewitt, partners, Route 2, Morrison, Colorado, have applied to the Defense Minerals Exploration Administration for assistance in exploring for beryl in the Biggar pegmatite mine on the patented Switzer Lode (survey No. 6149) in sec. 3, T. 6 S., R. 70 W., 6th P. M., Jefferson County, Colorado. The claim, which is owned by David N. Biggar and Jennie Orin, is held under lease by the applicants.

The proposed exploration project is estimated by the applicants to cost $11,600.

The Biggar mine, at an altitude of approximately 7,300 feet on the northern ridge of Bald Mountain, is near the divide between Turkey and Deer Creeks, and approximately 6½ airline miles southerly from Morrison, Colorado. A short, private road to the property branches from Colorado State Highway 124 at a point 0.7 miles southeast of its junction with old U. S. Highway 285.

The mine was visited on October 22, 1952, accompanied by Ben Waltz.

The Biggar mine is described by J. B. Hanley (1950, pp. 82-84). Much of the following summary of the geology and mineral deposits has been taken from this report.

GEOLOGY

The pegmatite exposed in the Biggar mine is a distinctly zoned body that cuts pre-Cambrian schistose diorite. It is exposed for a length of

320 feet and a width of about 50 feet, with a general trend of N. 40° W. and a dip of 75° SW. Two faults, with displacements of approximately 8 feet each, cut the pegmatite. It consists of a narrow wall zone of medium-grained quartz-microcline-biotite-albite, an intermediate zone of quartz-albite-muscovite, and a core of microcline-quartz. The minerals of economic importance are feldspar, mica, and beryl. Feldspar is recovered from the core, and mica and beryl occur in the intermediate zone and in the outer edges of the core.

The beryl is light greenish-blue to green and occurs in crystals as large as 1.7 feet in diameter and 7.5 feet in length. The muscovite present is commonly reeved, ruled, wedged, and dark-stained, although many of the books contain clear, flat, pale-green sheets. Bladed crystals of columbite and euhedral crystals of monozite are rare accessory minerals. Uraninite is reported from the mine.

The core contains masses of deep-pink microcline and white to light-rose quartz. They are as much as 20 feet in length, 19 feet in width, and 17 feet in height. The concentration of feldspar and quartz into separate masses, each very pure in mineral content, is very distinct. Beryl crystals and relatively large muscovite books occur near the outer edges of the core.

MINE WORKINGS

Mine workings made between 1884 and about 1890 include a shaft 80 feet deep, and adit 50 feet long that connected with the shaft, several short drifts from the shaft, and an irregular open cut extending about 35 feet northwest and about 100 feet southwest of the shaft. The open cut is approximately 20 feet deep.

At the time of the examination, the workings consisted of a very irregular open cut about 220 feet long, 20 feet in average width, and 20 feet deep. The old shaft had been back-filled and the old adit had been converted into an open haulage cut.

PRODUCTION

According to the present operators, 9.6 tons of beryl, 234.0 tons of feldspar, and 5.6 tons of scrap mica were produced from the Biggar mine between July 1951 and October 1952. Hanley (1950) reports that production prior to 1944 amounted to at least 18.9 tons of beryl, 3,000 tons of feldspar, and 100 tons of scrap mica. The total beryl production from the Biggar mine is at least 28.5 tons.

GRADE OF ORE

The beryl appears to be pure, and hand-cobbed material sold to Metals Reserve Company contained an average of 12.10% BeO. The crystals are large and all beryl can be recovered by hand cobbing. On the basis of past production and visual observation, Hanley (1950) estimated that the beryl-bearing portion of the deposit contains approximately 1% beryl. The estimate appears to be reasonable.

Large crystals of extremely pure, light- to deep-pink, microcline occur in the core. Past production indicates that microcline make up 60% of the core.

Muscovite is most abundant in the intermediate zone, although some is found in the outer few feet of the core. Hanley (1950) estimated that the mica-bearing zones contain an average of approximately 15% muscovite. Of the recoverable mica, perhaps 10% may be trimmed into sheets of acceptable quality.

ORE RESERVES

Hanley (1950) estimated that for the intermediate zone, each foot of depth would yield about 70 tons of pegmatite containing 1% beryl, 15% mica, and about 200 tons of mineable feldspar. If the recommended exploration work to a depth of 22 feet below the present quarry floor is approved, the pegmatite might contain 15 tons of beryl, 230 tons of mica, and 4,400 tons of feldspar.

SUMMARY AND CONCLUSIONS

1. The Biggar pegmatite is a zoned body cutting pre-Cambrian schistose diorite. It is exposed for a length of 320 feet and a width of about 50 feet.

2. The intermediate zone and outer edges of the core contain approximately 1% beryl averaging 12.1% BeO.

3. The intermediate zone and the outer edges of the core are estimated to contain 15% mica; 10% of the recoverable mica might yield small sheets.

4. Large masses and crystals of pure feldspar (microcline) make up 60% of the core.

5. The wall zone contains no economic products.

6. The total production from the Biggar pegmatite is at least 28.5 tons of beryl, 3,200 tons of feldspar, and 100 tons of scrap mica.

7. The character and mineral content of the pegmatite below the present quarry floor should be similar to the mined portion of the pegmatite.

8. An exploration project restricted to a crosscutting open trench about 150 feet in length would be more practical than the applicants' proposed 200 feet of trench and 200 feet of drift.

9. The recommended exploration work would be approximately 22 feet below the present quarry floor. In the added 22 feet, the pegmatite might contain 15 tons of beryl, 230 tons of mica, and 4,400 tons of feldspar.

RECOMMENDATIONS

Additional exploration work at the Biggar pegmatite mine appears to be justified and Defense Minerals Exploration Administration assistance in excavating approximately 150 feet of open trench at an estimated cost of $6,400.00 is recommended.

DMEA 2712

BIGGAR MINE
JEFFERSON COUNTY, COLORADO

Engineering Report

By F. J. Belina
Mining Engineer
Bureau of Mines

DMEA 2712

BIGGAR MINE
JEFFERSON COUNTY, COLORADO

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DMEA 2712

BIGGAR MINE
JEFFERSON COUNTY, COLORADO

ENGINEERING REPORT

By

F. J. Belina

INTRODUCTION

L. L. Erickson, Ben Waltz, and Kenneth Hewitt, as partners, and all addressed Route 2, Morrison, Colo., have applied for a Defense Minerals Exploration Administration loan of $11,600.00 to finance exploration work for beryl, feldspar, and scrap mica at the Biggar mine. They propose to open up a new bench about 25 feet below the floor of the present open-cut and to do exploratory drifting from the new bench horizon along the intermediate zone of the pegmatite.

The property was examined on December 5, 1952. The three partners were at work in the pit on that date.

ACKNOWLEDGMENTS

The geology and other features of the deposit are well described on pages 82-84 of U. S. Geological Survey Professional Paper 227, "Pegmatite Investigations in Colorado, Wyoming, and Utah". This paper was used as a source of information in the preparation of this report, and figure 2, showing the pit outlines and the proposed work, was reproduced from it. Production figures for the past eighteen months were furnished by one of the partners, L. L. Erickson.

LOCATION, TOPOGRAPHY, AND PHYSICAL FEATURES

The Biggar pegmatite mine is located in sec. 3, T. 6 S., R. 70 W., sixth principal meridian, Jefferson County, Colo. (fig. 1). It lies at an altitude of 7,240 feet on a gentle slope on the north side of Bald Mountain. A short unimproved road to the mine workings branches from Colorado State Highway 124 at a point 0.7 miles southeast of its junction with old U. S. Highway 285. Denver, the closest shipping point and market, is 25 miles via U. S. Highway 285 to the northeast.

Weather conditions permit the operation of the open-pit throughout most of the year.

HISTORY AND PRODUCTION

The Biggar mine, also known as the Switzer lode, was discovered in 1884 and is reported to have been worked for tin and mica during the period 1880-90. It was reopened for the production of feldspar in 1937 and has been worked intermittently since that date. During the period 1937-44 the mine is reported to have produced 18.9 tons of beryl, 3,000 tons of feldspar, and 100 tons of scrap mica. The mine was leased to the applicants in July 1951. They report a total production to date of 9.61 tons of beryl, 234.01 tons of feldspar, and 5.67 tons of scrap mica, for which it is roughly estimated they received $3,748.00 for the beryl and $1,283.00 for the feldspar and mica combined, or a total of $5,031.00.

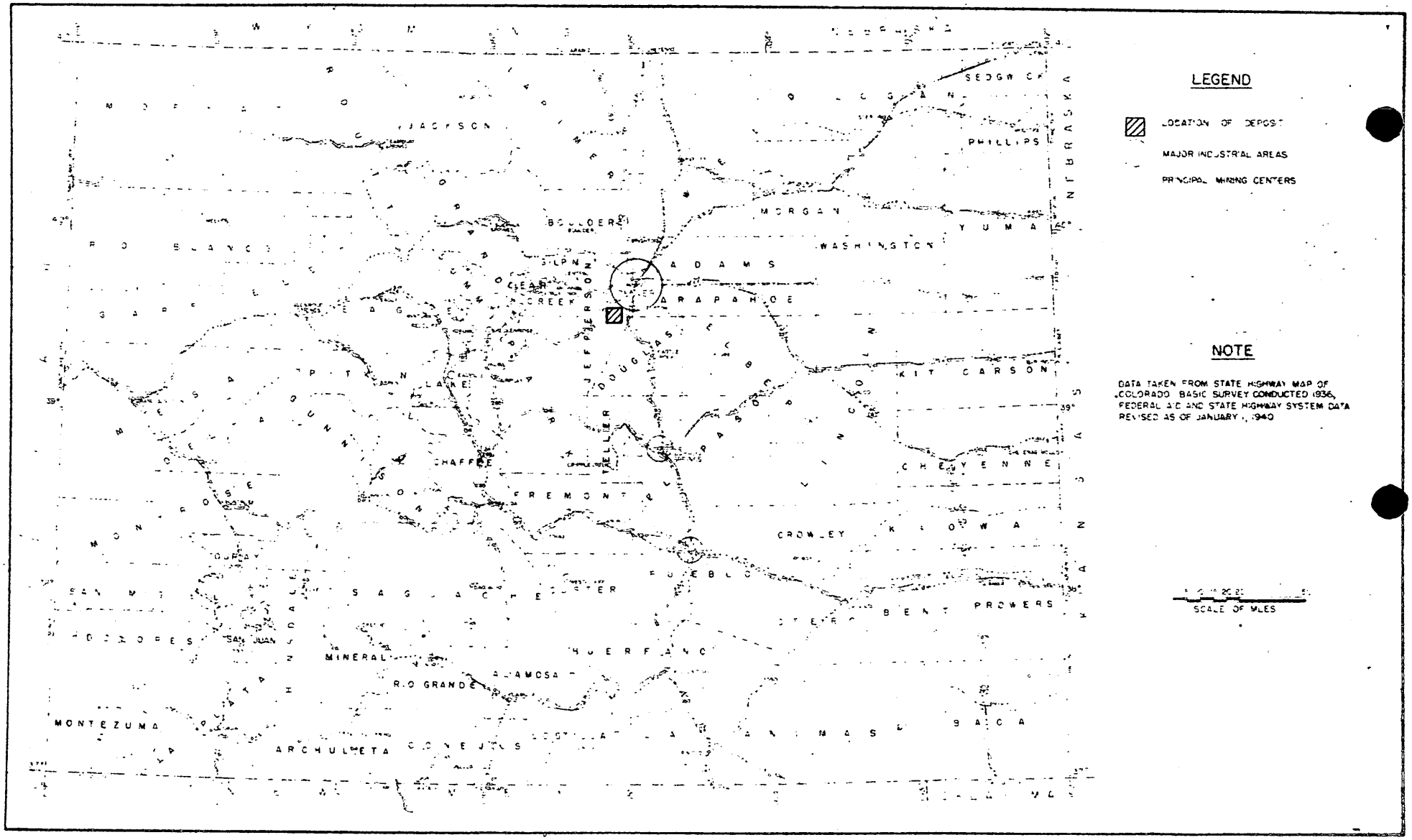

Figure 1 - Location map, Biggar mica mine, Jefferson County, Colorado - DMEA 2712.

OWNERSHIP AND EXTENT

The Biggar mine consists of one patented claim, survey number 6149. It is owned by David N. Biggar and Jennie Orin, Littleton, Colo. The applicants have a 10-year lease on the property, dating from July 23, 1951. A copy of the lease is a part of the loan application.

As far as can be determined, there is no map available showing the relation between the workings and the claim boundaries; no attempt was made to locate the claim corners in the field. There may be a possibility that an extension of the present dump limits would be a trespass. The statement in the lease that the property under consideration covers 160 acres should be clarified by the applicants.

DESCRIPTION OF THE DEPOSITS

The main body of the Biggar mine pegmatite has been exposed by open-pit workings. It cuts across pre-Cambrian schistose diorite and is about 320 feet long and 50 feet wide, strikes N. 40° W., and dips 75° southwest. Both ends tend to thin down to narrow prongs. Two faults, with minor displacements, cut the pegmatite as shown in figure 2. The pegmatite is distinctly zoned and consists of a wall zone of medium-grained quartz-microcline-biotite-albite pegmatite, an intermediate zone about 2-1/2 feet thick of quartz-albite-muscovite pegmatite, and a core of microcline-quartz pegmatite. Beryl, black tourmaline, columbite, bismuthinite, and monazite are accessory minerals in the intermediate zone. Muscovite of scrap grade is abundant in the intermediate and outer ring of the core zones.

The beryl occurs in the intermediate and outer ring of the core zones. The beryl is light blue to green in color and occurs in coarse crystals that can be hand-cobbed to shipping grade. Past shipments have averaged about 12 percent BeO. Three crystals about 8 inches in diameter were observed in the floor of the pit.

Commercial-grade feldspar makes up about 60 percent of the pegmatite core. It occurs as light- to deep-pink microcline in large crystal masses.

MINEABLE ORE RESERVES

The pegmatite has been stripped of its mineral-bearing components down to the elevation of the present pit floor. At the approximate horizon of the pit floor, the productive area of the pegmatite is about 200 feet long and 20 feet wide, giving a volume of 300 tons per foot of depth. Of this volume, 25 percent, or 75 tons, is estimated by visual inspection and checks against past production to carry 1 percent beryl and 10 percent scrap mica. The productive zone can also be expected to yield 50 percent, or 150 tons, of commercial feldspar per foot of depth. On this basis, the pegmatite can reasonably be expected to yield 0.75 tons of beryl, 7.5 tons of scrap mica, and 150 tons of commercial feldspar per foot of depth.

The exploration project under consideration will give 22 feet of added depth. This volume of pegmatite has an inferred reserve of 16 tons of beryl, 165 tons of scrap mica, and 3,300 tons of feldspar.

PRESENT STATUS

Exploration and Development

The main body of the pegmatite has been exposed by an open-cut about 200 feet long, 20 feet wide, and 20 feet deep. The operators have practically completed mining out the commercial minerals down to the elevation of the present pit floor. Several hundred tons of slough material and sorted waste have accumulated within the confines of the pit.

Mining Equipment and Other Facilities

The only mining equipment on the property is a rented compressor, one jackhammer, a John Deere tractor with a homemade, cable-operated dipper, and a few hand tools. The only structure is one small building.

PROJECT PROPOSALS, WITH COSTS

The applicants propose to open up new mining ground and explore the pegmatite at depth by means of a new bench laid out to crosscut the southeast end of the pegmatite about 25 feet below the present pit floor. They then propose to explore the intermediate zones by underground drifting at the level of the new bench. The center line of the proposed open trench is shown on figure 2. They estimate that 200 feet of open trench--15 feet wide at the bottom, 25 feet wide at the top, and 25 feet deep--will cost $38.00 per lineal foot, and that 200 feet of drifting--7-foot by 6-foot cross section--will cost $20.00 per foot.

Applicants' proposal:

200 feet open trench at $38.00 per foot	$7,600.00
200 feet of drift at $20.00 per foot	4,000.00
Total	$11,600.00

The cost to the Government would be 90 percent, or $10,440.00.

Field measurements reveal that an open trench 150 feet in length would give approximately 22 feet of new depth and that approximately two-thirds of the work would be in barren diorite. A smaller cross section would be adequate and would reduce the cost.

The examiner's cost analysis of the applicants' modified proposal is as follows:

Item	Quantity	Unit Cost	Total Cost
150 feet of open trench, 10 feet wide at bottom, 22 feet average depth, with 1/4:1 slopes	3,935 tons	$ 1.50 per ton	$ 5,902.50
200 feet of drifting, with 7-foot by 6-foot cross section	200 feet	35.00 per foot	7,000.00
Total			$12,902.50

An underground crosscut driven on the same center line and grade would cost approximately $5,300.00. The value of the open trench as a later extraction base would more than compensate for its additional cost.

Strike drifting under 15 feet of cover is not considered to be practical or necessary in this type of deposit. The mineralization

within the boundaries of the new bench should be essentially the same as in the previous mining and the closest approach to an economic operation would be to mine the pegmatite as a unit and sort out the commercial beryl, mica, and feldspar.

Provided that the term "exploration" be interpreted in its broadest sense, the following program can be considered:

1.	Excavate a crosscut trench as shown in figure 2	$5,902.50
2.	Trim down the present pit walls and clean out broken waste within confines of present excavation	498.75
	Total cost	$6,401.25

A short form contract could be drawn up in the amount of $6,400.00 to cover the total cost of labor, materials, and equipment rental. Government participation would be 90 percent, or $5,760.00.

The compressor, jackhammer, drill steel, and hand tools now in use on the property can be used to do the proposed work. The tractor and homemade dipper are suitable for clean-up work and for selective handling of the material in the body of the pegmatite. It will be necessary for the applicants to rent a caterpillar trax-cavator to move the bulk of the material from the trench through the wall-rock section.

Water is not available, but the small requirements can be hauled in from a creek about one-half mile from the site of the work.

Road facilities are adequate.

ESTIMATED COST OF PROJECT

Trimming pit walls and clean up

Tractor rental - 24 hours at $14.00 per hour	$ 336.00	
Explosives	14.00	
Labor - 85 man hours at $1.75 per hour	148.75	$ 498.75

Trench excavation

	Per ton
Tractor rental	$0.75
Compressor and drill rental	.15
Explosives	.25
Labor	.35
	$1.50

3,935 tons at $1.50 per ton	5,902.50
Cost of project	$6,401.25

All costs are based on a 40-hour week and no overtime.

The proposed project will provide access to approximately 6,800 tons of pegmatite material that should yield 16 tons of beryl, 165 tons of scrap mica, and 3,300 tons of commercial feldspar. The gross value of these three products at currently quoted prices would be:

Beryl - 16 tons at $0.250 per pound, or $500.00 per ton	$ 8,000.00
Mica - 165 tons at $20.00 per ton	3,300.00
Feldspar- 3,500 tons at $5.00 per ton	16,500.00
	$27,800.00

$$\frac{\$27,800.00}{6,800} = \$4.09 \text{ per ton}$$

This figure of $4.09 per ton represents the gross value of the material if the core and intermediate zone of the pegmatite are mined as a unit, and if proper attention is paid to full recovery

of the by-products mica and feldspar. It will be noted that 70 percent of the dollar volume of sales would be realized from the by-products. An analysis of the applicants' sales receipts to date shows that during their operation the by-products have accounted for only about 25 percent of the volume of sales. This would indicate that unless the present methods of recovery are highly refined, the realized gross value of the material will be considerably below the calculated value.

Estimated Mining Costs

	Per ton	
Breaking		
(1) Explosives	$0.25	
(2) Equipment rental	.15	
(3) Labor	.35	$0.75
Sorting and loading		1.50
Hauling		2.50
Total		$4.75

The above figures indicate a loss of $0.66 per ton and do not include royalty payments or amortization of the loan.

The applicants admit that they have not made wages since they started mining in July 1951.

Apparently they are interested only in the production of beryl, as demonstrated by the fact that in 18 months of operation, according to their own records, they mined 9.6 tons of beryl, 5.67 tons of scrap mica, and 234.0 tons of feldspar.

At the above established rate of production it will require 2-1/2 years to extract the anticipated reserve of 16 tons of beryl.

Production and sale of the by-products mica and feldspar will depend on the consideration given to this phase of the operation.

There is very little likelihood that the property can be operated on a sound economic basis in the light of present-day markets and operating costs.

CONCLUSIONS

The Biggar mine pegmatite has been mined by open-cut methods and at the present time the mineral-bearing intermediate and core zones have been mined out down to the pit floor.

The applicants' proposal to explore the intermediate zone by underground drifting is not considered economically practical for the following reasons:

(1) The most economical way to exploit the deposit is to trench in on an elevation 22 feet below the present pit floor and continue mining by open-pit methods. Any underground drifting would be too shallow to do more than substantiate further the grade and tonnage as now established by an examination of the present exposures and past production records.

(2) The best economics can be realized by efficient mining of the core and intermediate zones as a unit, sorting out the beryl, mica, and feldspar.

RECOMMENDATIONS

Basing the decision on the merits of the property as a potential economic operation, it is recommended that the application be denied. On the other hand, the property has been, and still is, a source of beryl. If it is decided that the need for beryl is critical enough to justify a total expenditure of $5,760.00, or $360.00 per ton, in addition to the regular purchase price, for the production of 16 tons over a period of 2-1/2 years, Government financial assistance can be recommended on the basis of need, rather than current economics.

Crude Feldspar

Date of Sale	Pounds sold	Dollars paid Per Ton	Dollars paid Total	Sold To	Royalty
9-26-56	13,780# (6,890 Tons)	6.13	42.24	Internat'l. Minerals & Chem. Corp.	.63
9-29-56	18,100# (9,050 Tons)	6.13	55.48	Internat'l Minerals & Chem. Corp.	.83
8-31-55	31,780# (15,890 Tons)	5.00	79.45	" " "	1.19
3-30-55	39,830# (19,915 Tons)	5.00	99.58	" " "	1.49
3-1-55	65,810# (32,905 Tons)	5.00	164.53 ?	" " "	2.47
2-23-55	42,960# (21,480 Tons)	5.00	107.40 ?	" " "	1.61
2-14-55	19,760# (9,880 Tons)	5.00	49.40	" " "	.74
12-2-54	20,740# (10,370 Tons)	5.00	51.85	" " "	.78
10-4-54	22,000# (11,000 Tons)	5.00	55.00	" " "	.83
8-23-54	39,970# (19,985 Tons)	5.00	99.93	" " "	1.50
	157,365				
	314,730	5.22.6	804.86		12.07
			822.39		

*

Minus

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142078
136093-
+ 5985*
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Col Tests

```
181
 95-
- 86*
   *
```

```
3558
2638-
- 920*
     *
```

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3168
3077-
+  91*
```

Columbium - Tantalum

Date of Sale	Pounds sold	Dollars rec'd Per Ton	Dollars rec'd Total	Sold To
2-6-56	5 1/2	$1.50 #	8.25	S.W. Shattuck Chem. Co.
3-12-56	9 1/4	1.50 #	13.88	S.W. Shattuck Chem. Co.
6-8-55	16	1.65 #	26.40	Beryl Ores Co.
8-12-54	64 3/4 #	1.70 #	110.07	~~BSA~~
		1.59		
	95 1/2	1.635	158.60	
		23/20/36		
			297.33	

Moroyo Cyanide Ltd

Bismuthinite

Date of Sale	Pounds Sold	Ko-Flame Acid Per Ton	Ko-Flame Acid Total	Sold To
6-8-55	15#	.75#	11.25	Beryl Ores Co.
1-24-55	105.8#	.75#	79.35	S. W. Shattuck Chem. Co.
9-9-54	63#	.60#	37.80	Beryl Ores Co.
11/3/56	172#	1.75	301.00	
	355.8	1.20	429.40	

Beryl

Date of Sale	Pounds sold	Dollars rec'd Per Ton	Dollars rec'd Total	Sold To	Royalty Pd. date
10-23-56	43.5 #	.25 #	10.87	Beryl Ores Co.	
5-7-56	200 #	.25 #	40.30 adj. 9.70 refund	Beryl Ores Co.	
6-8-55	62	.25	15.50	Beryl Ores. Co.	
7-6-55	916	.26	237.38	"	"
7-15-55	47	.26	12.22	"	"
8-4-55	50	.25	12.50	"	"
5-18-55	82	.25 #	20.50	"	"
5-28-55	145	.25 #	36.25	"	"
6-8-55	62	.25 #	15.50	"	"
4-18-55	204	.25 #	51.00	"	"
2-9-55	204	.25 #	51.00	"	"
2-23-55	240.5	.25	60.12	"	"
10-24-54	671	.25	62.75 adj. $5.05 for rent compressor)	"	"
2-9-54	241	.25	57.60	"	"
	3,168	.352	683.49 (11,151.36)		

2.65

Mica

Date of Sale	Pounds rec'd	Dollars rec'd. Per Ton	Dollars rec'd Total	Sold To	Royalty Paid Date
8-31-56	4600# scrap	20.00	46.00	Beryl Ores Co.	
10-23-56	2790#	20.00	27.90	Beryl Ores Co.	
5-11-56	2700#	25.00	33.75	Michael O. Lyons	1.69
1-13-56	1500#	25.00	18.75	Beryl Ores Co.	
1-11-56	2500#	25.00	31.25	Beryl Ores Co.	
6-8-55	5690#		59.75	Beryl Ores Co.	
6-16-55	6400#		67.20	" " "	
6-21-55	5770#		60.58	" " "	
6-24-55	7020#		73.71	" " "	
7-15-55	5720#		60.06	" " "	
7-23-55	4840#		50.82	" " "	
8-4-55	8680#		91.14	" " "	
5-3-55	5290#	21.00	55.55	" " "	
5-6-55	6070# scrap	21.00	(less 2.00 rock) 61.73	" " "	
5-10-55	6100# "	21.00	(less 3.00 rock) 61.05	" " "	
6-8-55	5690# "	21.00	59.75	" " "	
4-5-55	5500#		57.75	" " "	
4-14-55	4480# scrap	21.00	less 1.00 water penalty) 46.04	" " "	
4-16-55	5590#		58.69	" " "	

Mica #2 sheet

Weighscale	Pounds sold	Dollars and Per Ton	Dollars and Total	Sold To	Royalty
4-20-55	4750#	21.00 ct.	49.87	Beryl Corp. Co.	
4-22-55	6240#		65.52	" "	
4-25-55	5410#	21.00 ct.	56.80	" "	
4-28-55	4210#	21.00	44.20	" "	
4-30-55	5650# per cp	21.00 ct.	59.32	" "	
3-14-55	6568# "	21.00 ct.	68.96	" "	
5-15-54	12,320 "	25.00	154.00		1.70
	142078		1520.14		
	71.03 Tons				

$21.40 per Ton

146.51
2.33

FILE COPY
SURNAME:

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

600

JUN 8 1953

Mr. W. H. King
Executive Officer, DMEA
Field Team, Region IV
Bureau of Mines
224 New Customhouse Bldg.
Denver 2, Colorado

Subject: Docket No. DMEA-2712 - Beryl
Ben Waltz and Kenneth R. Hewitt
Switzer Lode Mining Claim
Jefferson County, Colorado
Contract No. Idm-2532

Dear Mr. King:

Reference is made to the subject contract executed in Region IV and the work outline to exploring this pegmatite.

It is difficult to judge the merits of this project without the field team report. Field team reports should be transmitted to Washington with the contract.

A study of the contract and the application indicate that the approach to exploring this pegmatite can be improved upon. Deepening the present crosscuts from the ore bins to the pegmatite entail considerable work in the diorite country rock. It cannot be determined from the meager information on hand whether the target is bulk sampling or whether the open cut is, in part, preparation for mining the feldspar and scrap mica. It is not the type of exploration performed under our program.

In exploring pegmatites, we have endeavored to confine our exploration work to the beryl bearing zone within the pegmatite.

It is recommended that you, with the Operator, consider changing the contract with a more realistic approach to exploration of this deposit.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. M. Hedges
Member, Bureau of Mines

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

LGHouk:gad 6/5/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

Houk

June 5, 1953

Memorandum

Docket No. DMEA-2712 - Beryl
Ben Waltz & Kenneth R. Hewitt
Switzer Lode Mining Claim
Jefferson County, Colorado
Contract No. Idm-E532

To: Mr. C. O. Mittendorf

From: Nonmetallic Minerals Division.

Subject: Comments on subject contract executed in Region IV.

The Nonmetallic Minerals Division cannot concur in the method proposed in the subject contract for exploring this pegmatite. U. S. Geological Survey Professional Paper No. 227 on page 84 indicates the intermediate zone which is an average of seven feet in width contains 1% beryl. The inferred reserves would be about 40 tons of beryl. This mine is primarily a feldspar-scrap mica mine.

Since the field team report has not been received it is not possible to accurately judge the merits of the proposed work. However, a study of the application in conjunction with the contract indicates that the field team has gone along with the proposal of the applicant to deepen the open cut from the ore bins to and across the pegmatite. It would appear that the open cut would be five feet at the bottom and about 25 feet deep.

Since the percentage of beryl in the intermediate zone is known, it is recommended that the field team get together with the Operator and revise the contract to make a more realistic approach to exploring this deposit. One method might be to reopen the 60-foot shaft and drift in the intermediate zone.

This Division suggests sending the accompanying letter to Mr. King recommending an exploration program in the pegmatite, rather than the preparation for mining approach.

LGHouk:gad 6/5/53

Copy to: Admr. R. File
Docket File
Mr. Houk

SURNAME COPY

pb

adams

Defense Minerals Exploration Administration
Robert E. Adams

2017

14X3923.970, Working Fund, Interior, DMEA
May 26, 1953
1:45 p.m.

W.H.King, Executive Officer,Region IV,224 New Customhouse Bldg.,Denver 2,Colorado

Assignment of Contract Number

REURTEL 5-25-53, DOCKET DMEA 2712, BEN WALTZ AND KENNETH R. HEWITT, A PARTNERSHIP, COMMODITY BERYL, PROPERTY IN JEFFERSON COUNTY, COLORADO. CONTRACT NUMBER IDM-6532 ASSIGNED THIS CONTRACT.

C. O. Mittendorf

ADMINISTRATOR

READAMS/meb
cc to: Adm.Reading File
Mails & Files Br.
Audits Division
Miss Curtin

SENT
MAY 26 1953
Clerical Service Section

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

224 New Customhouse
Denver 2, Colorado

May 22, 1953.

BL

Memorandum

To: Administrator, Defense Minerals Exploration Administration
Attention: 200

From: Field Team, Region IV

Subject: Final Report, DMEA Docket 2712 (Beryl), Biggar Mine, Waltz and Hewitt, Jefferson County, Colorado.

Exploration assistance in the amount of $6,400.00 has been approved and the contract will be prepared by this office.

Four copies of the report will be forwarded you when the contract is executed.

The original and one copy of Form 3b is attached.

W. H. King
W. H. King

Ogden Tweto
for A. H. Koschmann

Enclosures

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 25 1953

Mr. C. O. Mittendorf
5-26-53
7:45 A.M.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 26 1953

ID M-E
532

BUR MINES DN 235 5-25-53 3-54 PM

C O MITTENDORF

PLEASE ASSIGN A NUMBER TO CONTRACT COVERING DOCKET DMEA 2712, A PARTNERSHIP CONSISTING OF BEN WALTZ AND KENNETH R. HEWITT, ROUTE 2, MORRISON, COLORADO. PROPERT Y IN JEFFERSON COUNTY, COLORADO. COMMODITY BERYL. DATE OF CONTRACT MAY 25,1953. TOTAL AMOUNT OF CONTRACT $6400 AMOUNT OF GOVERNMENT PARTICIOAXXXX PARTICIPATION $5760.

W H KING

9040

Denver, Colo.

MAY 26 9 13 AM '53
BUREAU OF MINES
MAIL ROOM
WASHINGTON, D. C.

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

224 New Customhouse
Denver 2, Colorado

May 27, 1953

REGISTERED
#50609

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
JUN 1 1953

Memorandum

To: C.O. Mittendorf, Administrator, DMEA

From: Executive Officer, DMEA Field Team, Region IV

Subject: Contract Idm-E532, Docket DMEA 2712, Ben Waltz and Kenneth R. Hewitt (Beryl)

Enclosed are the original and two copies of Contract Idm-E532. Copies of this contract have been given to the operator, the Fiscal Officer, Region IV, and a copy has been retained for our files.

W. H. King
W.H. King

Enclosures

cc
6/1

RECEIVED
SEP 22 1953
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

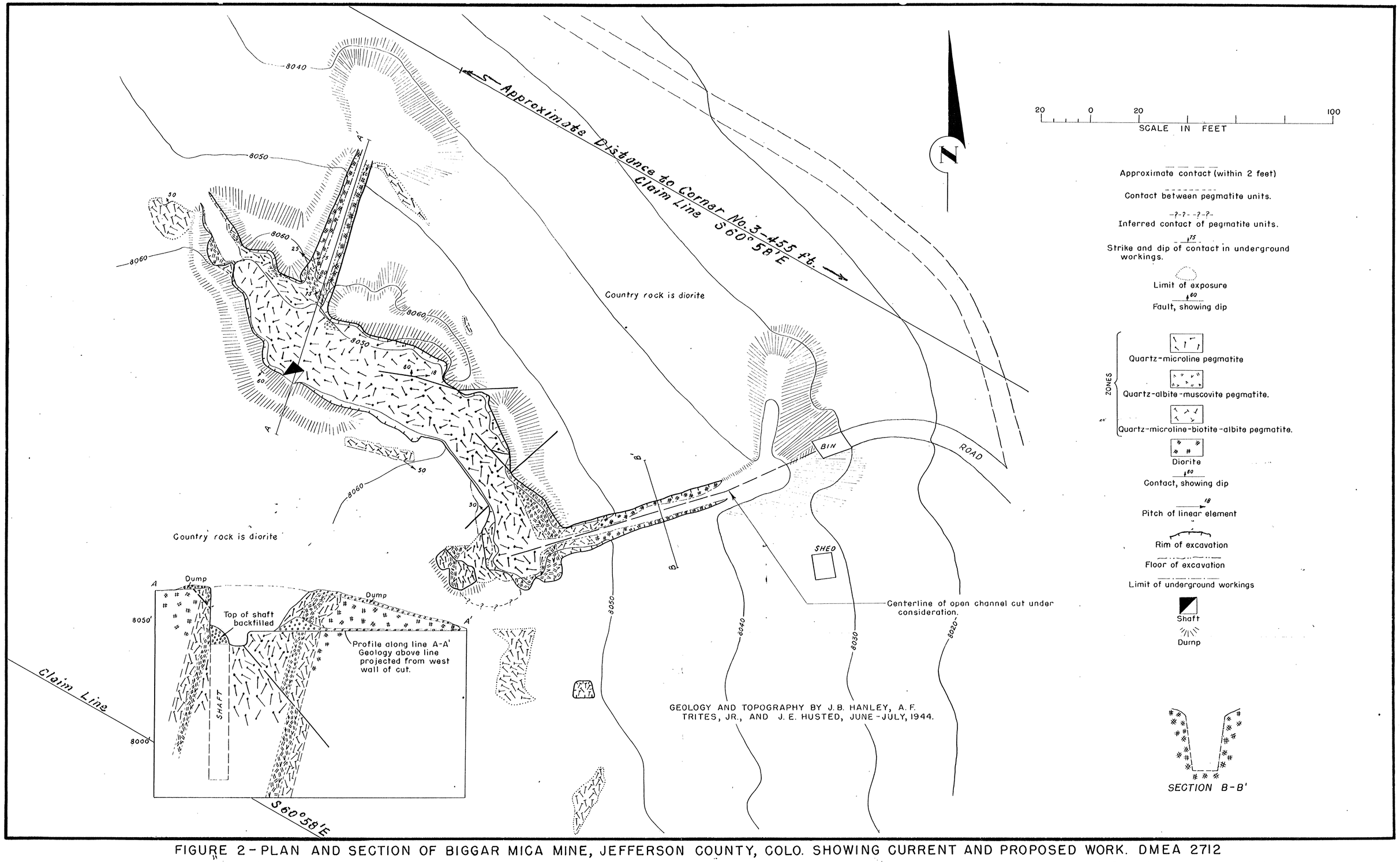


FIGURE 2 - PLAN AND SECTION OF BIGGAR MICA MINE, JEFFERSON COUNTY, COLO. SHOWING CURRENT AND PROPOSED WORK. DMEA 2712

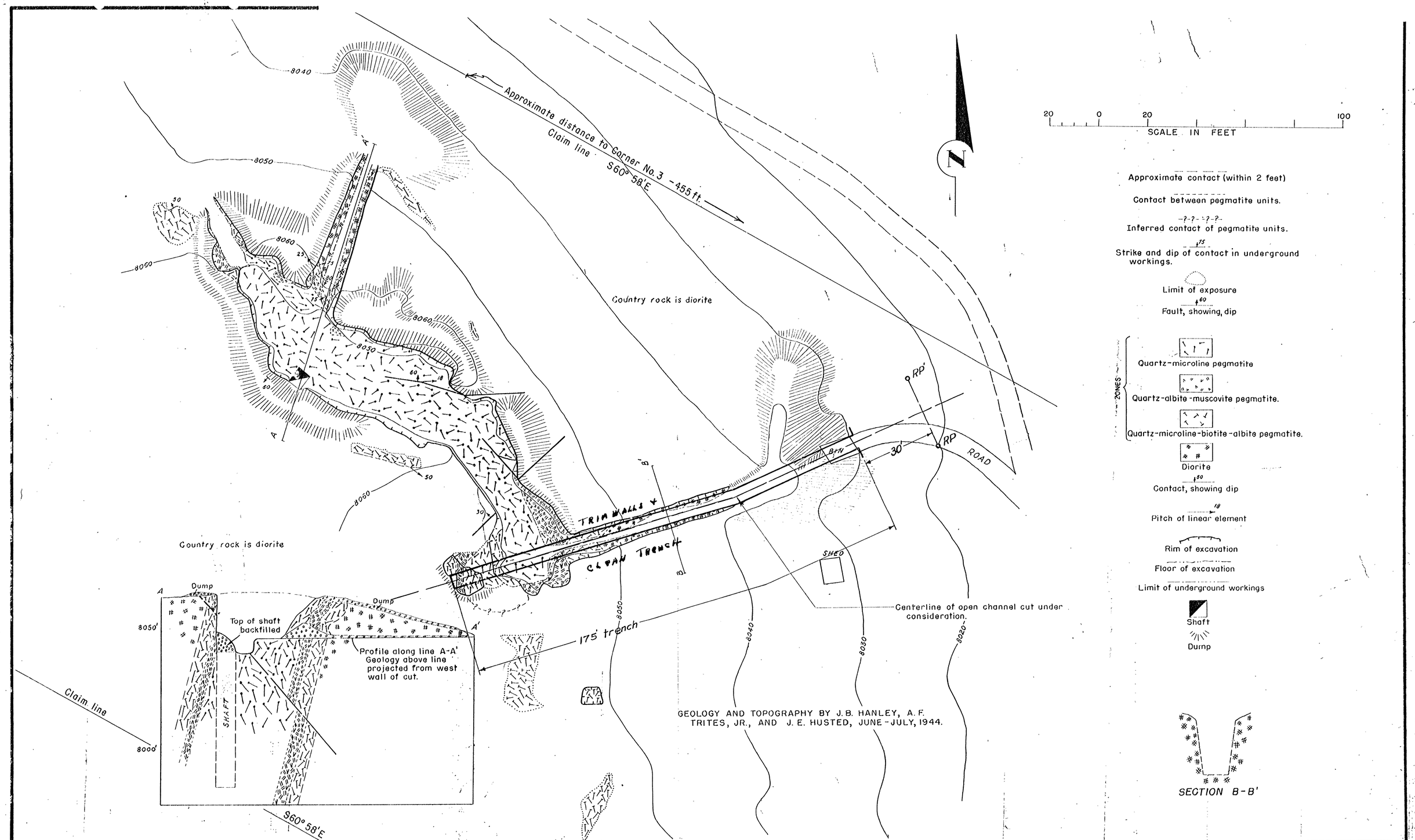


FIGURE 2 - PLAN AND SECTION OF BIGGAR MICA MINE, JEFFERSON COUNTY, COLO. SHOWING CURRENT AND PROPOSED WORK. DMEA 2712

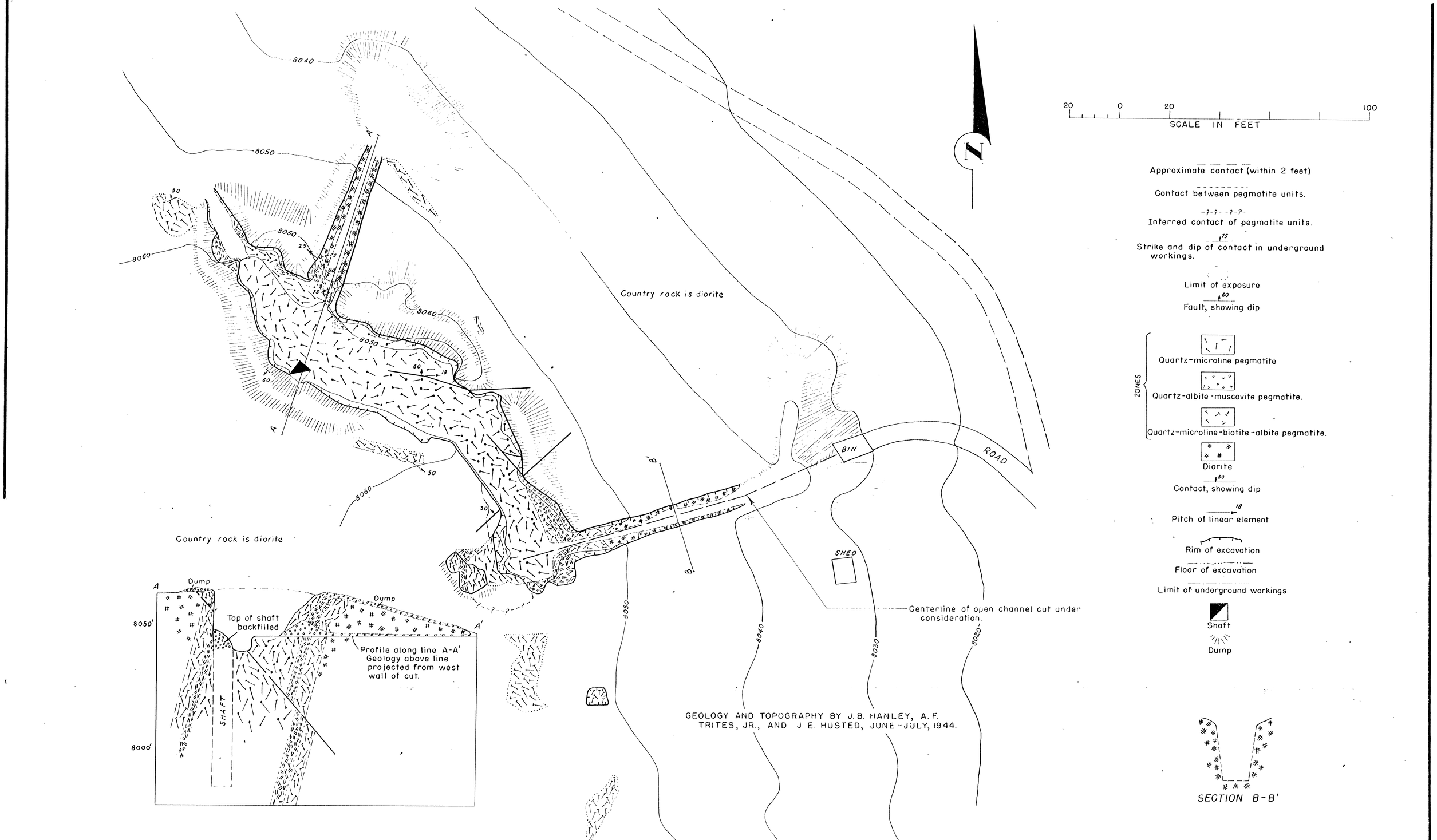


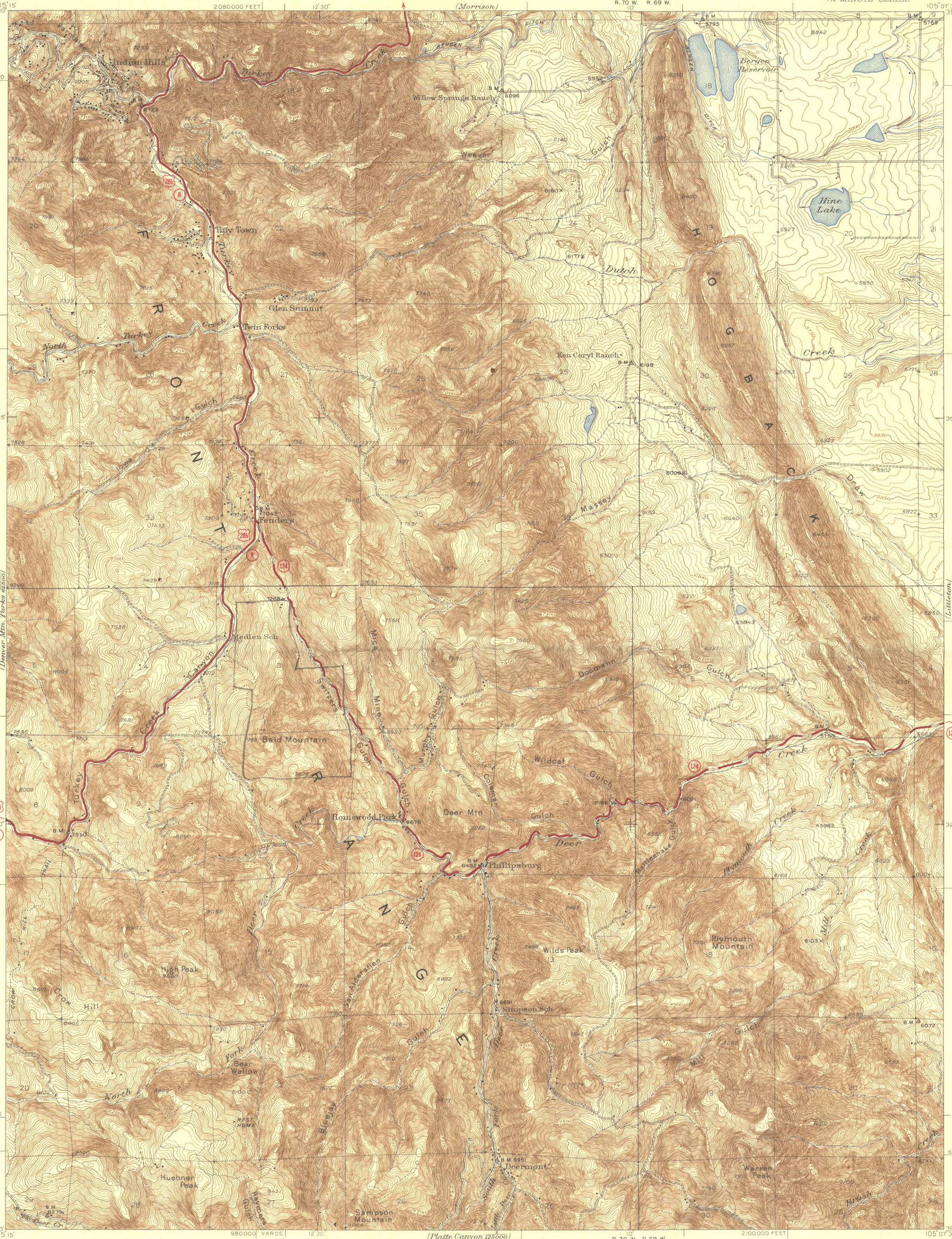
FIGURE 2 - PLAN AND SECTION OF BIGGAR MICA MINE, JEFFERSON COUNTY, COLO. SHOWING CURRENT AND PROPOSED WORK. DMEA 2712

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

DENVER (CIVIC CENTER) 17.6 MI.
MORRISON 2.1 MI.

STATE OF COLORADO
STATE HIGHWAY DEPARTMENT
CITY AND COUNTY OF DENVER
DENVER BOARD OF WATER COMMISSIONERS

COLORADO
(JEFFERSON COUNTY)
INDIAN HILLS QUADRANGLE
7½-MINUTE SERIES



Topography by F.L.Gregg, D.G.Shrefler, C.Meehan, B.R.Gallegos, J.H.Summers, and E.F.Barner
Surveyed in 1939-1940
Work Projects Administration Nos.2552-3031-3687
Colorado State Highway Department, City and County of Denver, Denver Board of Water Commissioners, Sponsors
Fred Graff Jr, U.S.Geological Survey, Supervisor

TRUE NORTH
MAGNETIC NORTH
14½°
APPROXIMATE MEAN DECLINATION, 1940

Scale $\frac{1}{31680}$

1 ½ 0 1 Mile

500 0 500 1000 1500 2000 2500 Yards

1000 0 1000 2000 3000 4000 5000 6000 7000 Feet

1 .5 0 1 Kilometer

Contour interval 10 feet
Datum is mean sea level

Polyconic projection. 1927 North American datum
5000 yard grid based on U.S. zone system, E
10000 foot grid based on Colorado (Central) rectangular coordinate system

ROUTES USUALLY TRAVELED
HARD IMPERVIOUS SURFACES
OTHER SURFACE IMPROVEMENTS
1945
U. S. ROUTE
STATE ROUTE

INDIAN HILLS, COLO.
Edition of 1945

N3930-W10507.5/7.5

THE TOPOGRAPHIC MAPS OF THE UNITED STATES

The United States Geological Survey is making a series of standard topographic maps to cover the United States. This work has been in progress since 1882, and the published maps cover more than 47 percent of the country, exclusive of outlying possessions.

The maps are published on sheets that measure about 16½ by 20 inches. Under the general plan adopted the country is divided into quadrangles bounded by parallels of latitude and meridians of longitude. These quadrangles are mapped on different scales, the scale selected for each map being that which is best adapted to general use in the development of the country, and consequently, though the standard maps are of nearly uniform size, the areas that they represent are of different sizes. On the lower margin of each map are printed graphic scales showing distances in feet, meters, miles, and kilometers. In addition, the scale of the map is shown by a fraction expressing a fixed ratio between linear measurements on the map and corresponding distances on the ground. For example, the scale $\frac{1}{62,500}$ means that 1 unit on the map (such as 1 inch, 1 foot, or 1 meter) represents 62,500 of the same units on the earth's surface.

Although some areas are surveyed and some maps are compiled and published on special scales for special purposes, the standard topographic surveys and the resulting maps have for many years been of three types, differentiated as follows:

1. Surveys of areas in which there are problems of great public importance—relating, for example, to mineral development, irrigation, or reclamation of swamp areas—are made with sufficient detail to be used in the publication of maps on a scale of $\frac{1}{31,680}$ (1 inch = one-half mile) or $\frac{1}{24,000}$ (1 inch = 2,000 feet), with a contour interval of 1 to 100 feet, according to the relief of the particular area mapped.

2. Surveys of areas in which there are problems of average public importance, such as most of the basin of the Mississippi and its tributaries, are made with sufficient detail to be used in the publication of maps on a scale of $\frac{1}{62,500}$ (1 inch = nearly 1 mile), with a contour interval of 10 to 100 feet.

3. Surveys of areas in which the problems are of minor public importance, such as much of the mountain or desert region of Arizona or New Mexico, and the high mountain area of the northwest, are made with sufficient detail to be used in the publication of maps on a scale of $\frac{1}{125,000}$ (1 inch = nearly 2 miles) or $\frac{1}{250,000}$ (1 inch = nearly 4 miles), with a contour interval of 20 to 250 feet.

The aerial camera is now being used in mapping. From the information recorded on the photographs, planimetric maps, which show only drainage and culture, have been made for some areas in the United States. By the use of stereoscopic plotting apparatus, aerial photographs are utilized also in the making of the regular topographic maps, which show relief as well as drainage and culture.

A topographic survey of Alaska has been in progress since 1898, and nearly 44 percent of its area has now been mapped. About 15 percent of the Territory has been covered by maps on a scale of $\frac{1}{500,000}$ (1 inch = nearly 8 miles). For most of the remainder of the area surveyed the maps published are on a scale of $\frac{1}{250,000}$ (1 inch = nearly 4 miles). For some areas of particular economic importance, covering about 4,300 square miles, the maps published are on a scale of $\frac{1}{62,500}$ (1 inch = nearly 1 mile) or larger. In addition to the area covered by topographic maps, about 11,300 square miles of southeastern Alaska has been covered by planimetric maps on scales of $\frac{1}{125,000}$ and $\frac{1}{250,000}$.

The Hawaiian Islands have been surveyed, and the resulting maps are published on a scale of $\frac{1}{62,500}$.

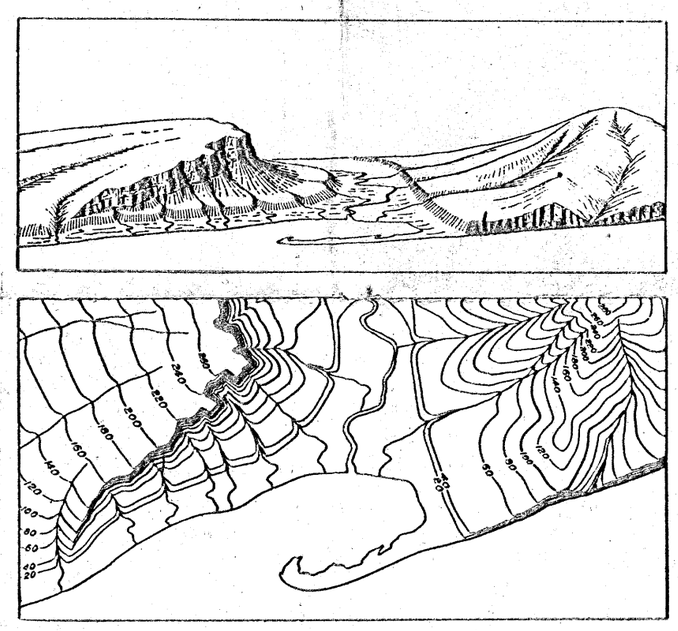
A survey of Puerto Rico is now in progress. The scale of the published maps is $\frac{1}{30,000}$.

The features shown on topographic maps may be arranged in three groups—(1) water, including seas, lakes, rivers, canals, swamps, and other bodies of water; (2) relief, including mountains, hills, valleys, and other features of the land surface; (3) culture (works of man), such as towns, cities, roads, railroads, and boundaries. The symbols used to represent these features are shown and explained below. Variations appear on some earlier maps, and additional features are represented on some special maps.

All the water features are represented in blue, the smaller streams and canals by single blue lines and the larger streams by double lines. The larger streams, lakes, and the sea are accentuated by blue water lining or blue tint. Intermittent streams—those whose beds are dry for a large part of the year—are shown by lines of blue dots and dashes.

Relief is shown by contour lines in brown, which on a few maps are supplemented by shading showing the effect of light thrown from the northwest across the area represented, for the purpose of giving the appearance of relief and thus aiding in the interpretation of the contour lines. A contour line represents an imaginary line on the ground (a contour) every part of which is at the same altitude above sea level. Such a line could be drawn at any altitude, but in practice only the contours at certain regular intervals of altitude are shown. The datum or zero of altitude of the Geological Survey maps is mean sea level. The 20-foot contour would be the shore line if the sea should rise 20 feet above mean sea level. Contour lines show the shape of the hills, mountains, and valleys, as well as their altitude. Successive contour lines that are far apart on the map indicate a gentle slope, lines that are close together indicate a steep slope, and lines that run together indicate a cliff.

The manner in which contour lines express altitude, form, and grade is shown in the figure below.



The sketch represents a river valley that lies between two hills. In the foreground is the sea, with a bay that is partly enclosed by a hooked sand bar. On each side of the valley is a terrace into which small streams have cut narrow gullies. The hill on the right has a rounded summit and gently sloping spurs separated by ravines. The spurs are truncated at their lower ends by a sea cliff. The hill at the left terminates abruptly at the valley in a steep scarp, from which it slopes gradually away and forms an inclined tableland that is traversed by a few shallow gullies. On the map each of these features is represented, directly beneath its position in the sketch, by contour lines.

The contour interval, or the vertical distance in feet between one contour and the next, is stated at the bottom of each map. This interval differs according to the topography of the area mapped: in a flat country it may be as small as 1 foot; in a mountainous region it may be as great as 250 feet. In order that the contours may be read more easily certain contour lines, every fourth or fifth, are made heavier than the others and are accompanied by figures showing altitude. The heights of many points—such as road intersections, summits, surfaces of lakes, and benchmarks—are also given on the map in figures, which show altitudes to the nearest foot only. More precise figures for the altitudes of benchmarks are given in the Geological Survey's bulletins on spirit leveling. The geodetic coordinates of triangulation and transit-traverse stations are also published in bulletins.

Lettering and the works of man are shown in black. Boundaries, such as those of a State, county, city, land grant, township, or reservation, are shown by continuous or broken lines of different kinds and weights. Public roads suitable for motor travel the greater part of the year are shown by solid double lines; poor public roads and private roads by dashed double lines; trails by dashed single lines. Additional public road classification if available is shown by red overprint.

Each quadrangle is designated by the name of a city, town, or prominent natural feature within it, and on the margins of the map are printed the names of adjoining quadrangles of which maps have been published. More than 4,100 quadrangles in the United States have been surveyed, and maps of them similar to the one on the other side of this sheet have been published.

Geologic maps of some of the areas shown on the topographic maps have been published in the form of folios. Each folio includes maps showing the topography, geology, underground structure, and mineral deposits of the area mapped, and several pages of descriptive text. The text explains the maps and describes the topographic and geologic features of the country and its mineral products. Two hundred twenty-five folios have been published.

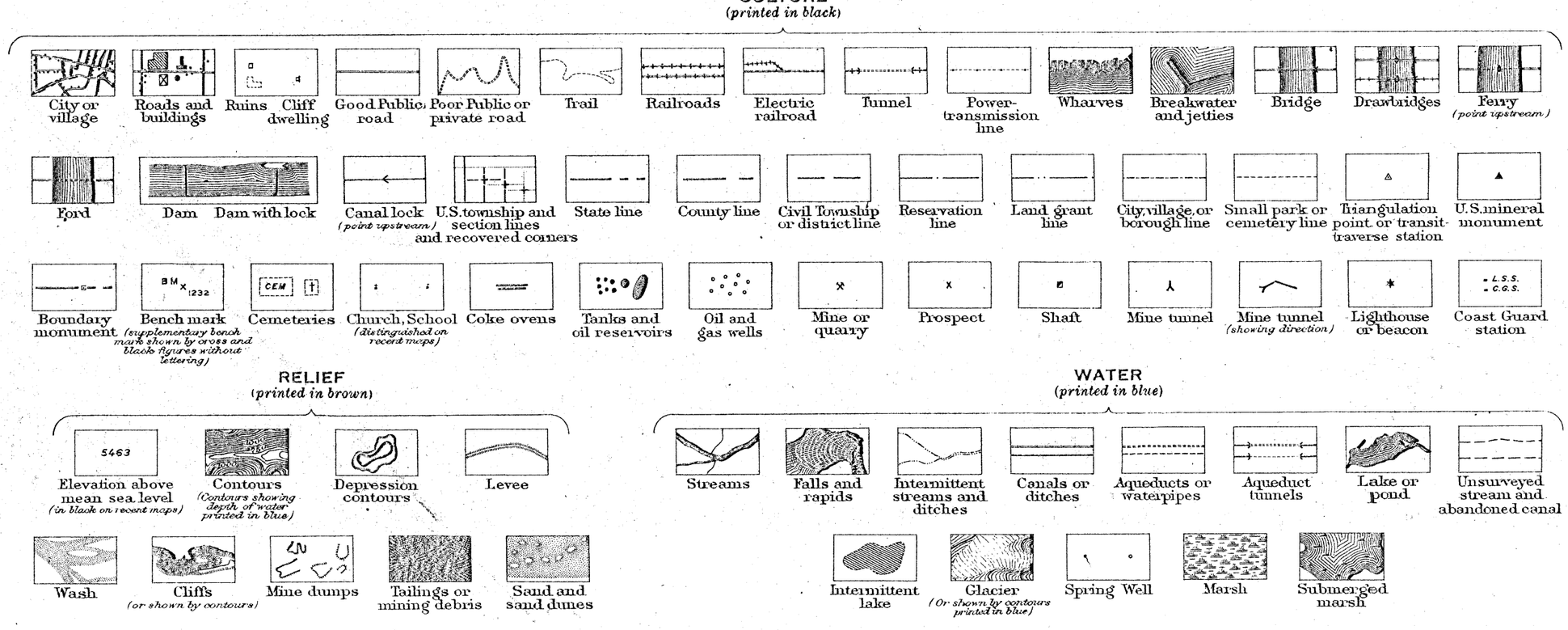
Index maps of each State and of Alaska and Hawaii showing the areas covered by topographic maps and geologic folios published by the United States Geological Survey may be obtained free. Copies of the standard topographic maps may be obtained for 10 cents each; some special maps are sold at different prices. A discount of 40 percent is allowed on an order amounting to $5 or more at the retail price. The discount is allowed on an order for maps alone, either of one kind or in any assortment, or for maps together with geologic folios. The geologic folios are sold for 25 cents or more each, the price depending on the size of the folio. A circular describing the folios will be sent on request.

Applications for maps or folios should be accompanied by cash, draft, or money order (not postage stamps) and should be addressed to

THE DIRECTOR,
United States Geological Survey,
Washington, D. C.

November 1937.

STANDARD SYMBOLS



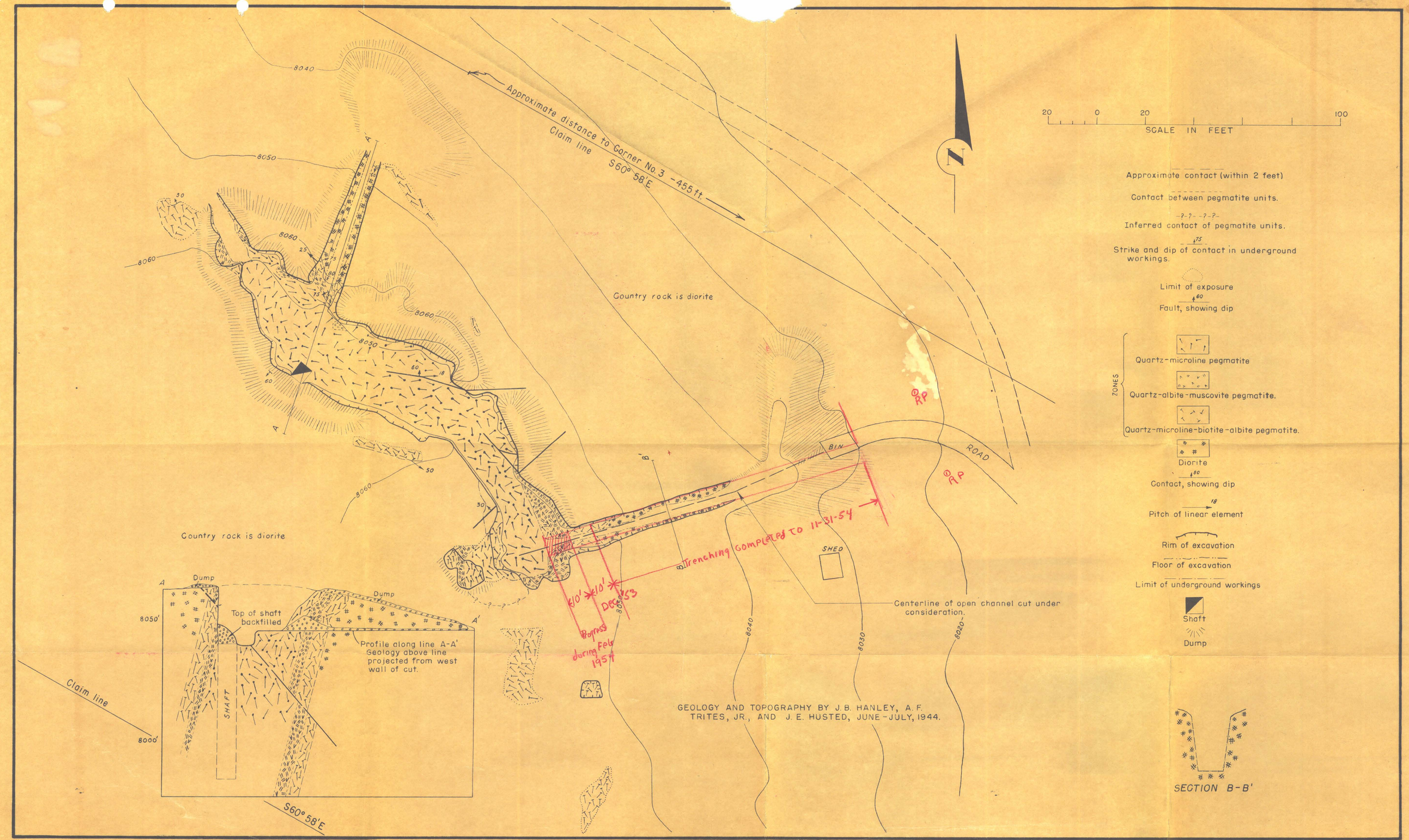
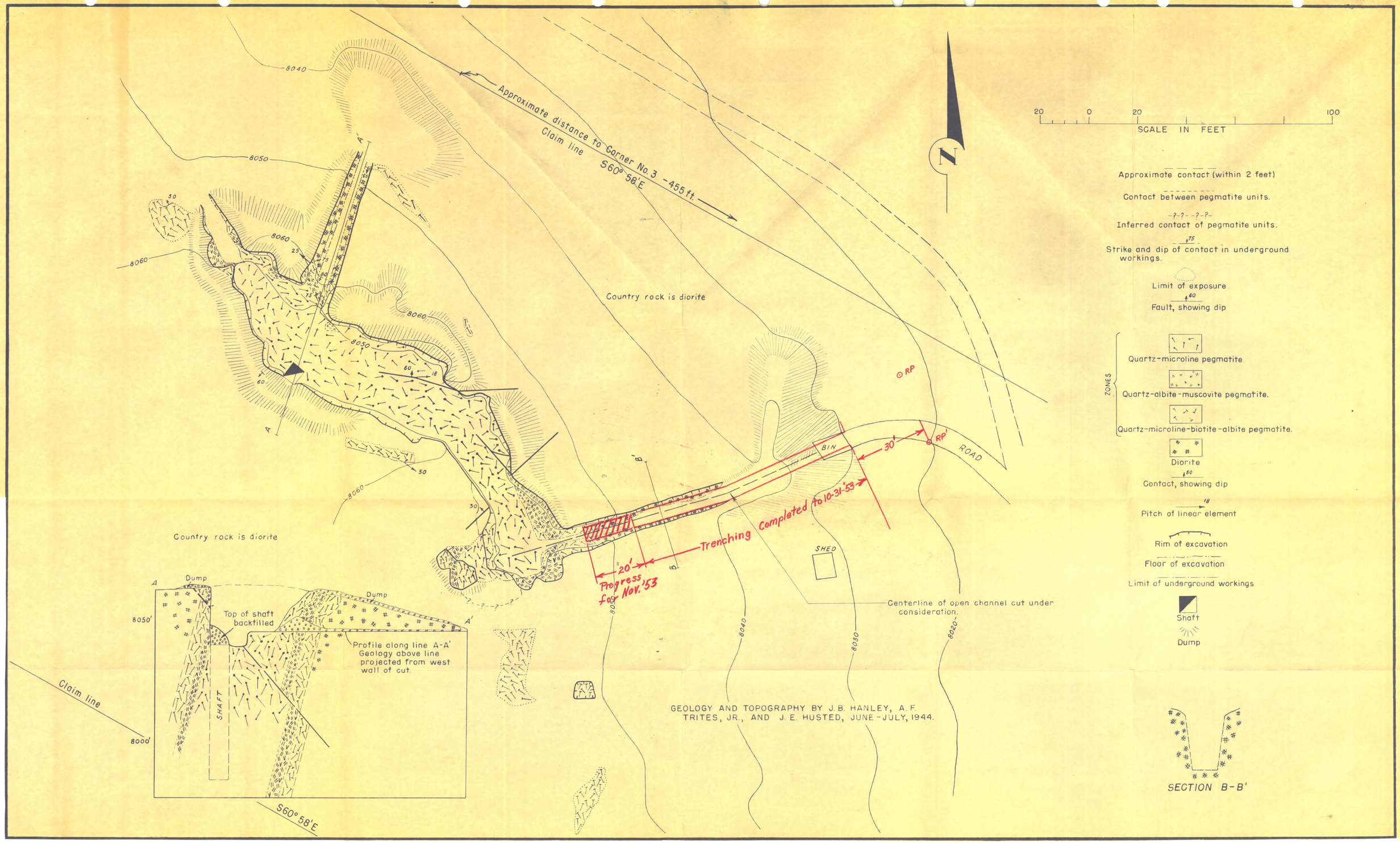


FIGURE 2 - PLAN AND SECTION OF BIGGAR MICA MINE, JEFFERSON COUNTY, COLO. SHOWING CURRENT AND PROPOSED WORK. DMEA 2712


Approximate distance to Corner No. 3 - 455 ft.
Claim line S60° 58' E
Country rock is diorite
Country rock is diorite
8040
8050
8060
8060
8060
8050
8060
8060
A
A'
B
B'
RP
RP'
30'
ROAD
BIN
SHED
Trenching Completed to 10-31-53
20'
Progress for Nov. '53
Centerline of open channel cut under consideration.
8050'
8000'
Dump
Dump
Top of shaft backfilled
SHAFT
Profile along line A-A'
Geology above line projected from west wall of cut.
Claim line
S60° 58' E
GEOLOGY AND TOPOGRAPHY BY J.B. HANLEY, A.F. TRITES, JR., AND J.E. HUSTED, JUNE-JULY, 1944.
N
20 0 20 100
SCALE IN FEET
Approximate contact (within 2 feet)
Contact between pegmatite units.
Inferred contact of pegmatite units.
Strike and dip of contact in underground workings.
Limit of exposure
Fault, showing dip
ZONES
Quartz-microline pegmatite
Quartz-albite-muscovite pegmatite.
Quartz-microline-biotite-albite pegmatite.
Diorite
Contact, showing dip
Pitch of linear element
Rim of excavation
Floor of excavation
Limit of underground workings
Shaft
Dump
SECTION B-B'