AUG 19 1963

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

Re: DMEA-2712 (Beryl)
Waltz and Hewitt
Bigger Mine
Jefferson County, Colorado
Contract Ida-2532

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.

Director

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

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

GOVERNMENT COPY

600

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

To: Ben Saitz and Kenneth H. Devitt, partners
Route 2
Morrison, Colorado

Pursuant to the provisions of Exploration Project Contract No. [illegible], dated May 23, 1953 (Docket No. [illegible]-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. M. Mitchenery
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

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. Mittenderf

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

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

AUG 2 6 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 Waite and Kenneth R. Hewitt
Biggar Mine
Jefferson County, Colorado
Contract No. Idm-2532

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

Defense Minerals Administration
RECEIVED
1954

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 MF-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

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

No. 1

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 December 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 MF-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 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

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/

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/ a partnership consisting of: Ben Waltz
Kenneth R. Hewitt

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]
L. L. Erickson

[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 (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-20[redacted]

(Revised July 1, 1953)

DM EA 2712

OWNER'S CONSENT TO LIEN

[redacted] OF THE INTERIOR
Defense Materials Administration

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/ a partnership consisting of: Ben Waltz

Kenneth R. Hewitt

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 Bigger [Seal]
David N. Bigger

Jennie Orin [Seal]
Jennie 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 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.

RELEVANT CONTRACT PROVISIONS

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

Dock[illegible] No. DMEA 2712

Commodity Beryl

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

STRATEGIC AND CRITICAL MINERALS EXPLORATION PROGRAM

TO: Chief, Finance Section, Budget and Finance Branch, Bureau of Mines

Please enter on the records of the Defense Minerals Exploration Administration, under the Strategic and Critical Minerals Exploration Program, the following contract, or amendment to contract.

Contract No. Idm-E 532

Date of C[illegible] or Amendment: [illegible] Jan 22nd, 1954

Name and Address of Operator:

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

Amount of Government participation $ 6645.38

Percent of Government participation 90 %

Region: IV State: Colorado

Note: This document establishes the obligation shown above and cancels previous obligation of $5760.00

J. L. Chamberlain (Name)
Chief, Contract Administration and Audit Division
(Title)

January 25, 1954

Date Delivered to Bureau of Mines, Washington.

13808

Docket No. DMEA 2712

Commodity Beryl

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

STRATEGIC AND CRITICAL MINERALS EXPLORATION PROGRAM

TO: Chief, Finance Section, Budget and Finance Branch, Bureau of Mines

Please enter on the records of the Defense Minerals Exploration Administration, under the Strategic and Critical Minerals Exploration Program, the following contract, or amendment to contract.

Contract No. Idm-E 532

Date of Contract ~~or Amendment~~: May 25, 1953

Name and Address of Operator:

Ben Maltz and Kenneth E. Hewitt,
Route 2, Morrison, Colorado

Amount of Government participation $ 5,760.00

Percent of Government participation 90 %

Region: IV State: Colorado

(Name)

J. L. Chambers,
Chief, Contract Administration and Audit Division

(Title)

May 27, 1953

Date Delivered to Bureau of Mines, Washington.

6

13908

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 2712

COMMODITY Beryl

Idm-E532

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 that the property is subject only to the following liens, or encumbrances, to each of which the subordination agreement of the holder 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.

(*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 Walt
(Operator)

Kenneth R. Herrig

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]

U. S. GOVERNMENT PRINTING OFFICE 16—66329-1

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/ ~~L. L. Erickson~~

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 Brin [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 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.

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/

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/ Ben Walz

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 22 day of May, 195 3.

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.

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) 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) 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.

800

JAN 25 1962

Memorandum

To: Associate Solicitor, Division of Mineral Resources

From: Director, Office of Minerals Exploration

Subject: DMEA-2712 (Beryl)
Waltz and Hewitt
Bigger Mine
Jefferson County, Colorado
Contract Ldm-2532

The subject contract is written on MF-280(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 lessor 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 Lemon 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.

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

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-E532, 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

Idm-8532 Ben Waltz and Kenneth R. Hewitt DMEA-2712

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. Bigger 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, 3966 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
Original signed by Hugh M. Connors	January 9, 1962

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

Building 20 - Federal Center
Denver 25, Colorado

EXTRA COPY
O. M. E
RECEIVED JAN
DATE
800

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.

(Signed)

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

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)
Waltz and Hewitt
Switzer Lode Mining Claim (Biggar Mine)
Jefferson County, Colorado
Contract Idm-K532

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

JAN 1 0 1962

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Field Operations

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

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.

George C. Selfridge

EDTalbert/ama 1-8-62

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

Building 20 - Federal Center
Denver 25, Colorado

January 9, 1962

EXTRA COPY
O. M. E.
RECEIVED JAN 12
DATE
800

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

Re: DMEA-2712 (Beryl)
Contract Idm E532
Waltz and Hewitt
(Bigger 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

Arc

January 6, 1962

[illegible] Commissioner
[illegible] Office, CMF

[illegible]

Re: Lease [illegible] M, H 2112 (Beggs)
Contract [illegible] E 532
[illegible]
[illegible]
[illegible] County, Colorado

[illegible] Commissioner:

[illegible] to advise you I have [illegible] working the Beggs 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
3347 So Lakewood St
Littleton Colorado

W. O. (2)

EXTRA COPY
O. M. E
RECEIVED NOV 2 1961

DATE	INITIALS

800

Building 20 - Federal Center
Denver 25, Colorado

October 30, 1961

Mr. David Biggar
2151 Fair Circle
Littleton, Colorado

Re: Docket DMEA 2712 (Beryl)
Contract IAm 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 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

High M. Connors
Acting Field Officer, OME
Region III

HMC/lm
cc Chief, Division of Field Operations, OME
Royalty Corres E 2
Chron

Talbert

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-R532

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

Building 20 - Federal Center
Denver 25, Colorado

EXTRA COPY
O. M. E
RECEIVED MAR 20 1961

DATE	INITIALS	CODE
		800

March 15, 1961

Mr. David Biggar
590 Weber Court
Littleton, Colorado

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

EXTRA 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

EXTRA COPY
O. M. E
RECEIVED FEB 15 1961
DATE

800

February 13, 1961

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David Biggar
590 Weber Court
Littleton, Colorado

Re: Docket DMFA 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

For royalty payment of $8.81, dated November 14, 1960, see transmittal letter file.

QUADRUPLICATE Treasury Department Circular No. 945 - Rev., Supp. 1 (Third Amendment). Promulgated Sept. 11, 1957 by Treasury Department, Fiscal Service.

CERTIFICATE OF DEPOSIT
Standard Form 219

9/25/59 (Date sent)

36 (Deposit No.)

Identification of Accountable Officer Affected

(1) Office Deposit Symbol: 9013

(2) For Consolidated Abstract of Treasury Regional Office at (city and state): Denver, Colorado

Deposited with Federal Reserve Bank of Kansas City, Mo., Denver, Colo. (Name and location of depositary)

(3) The Sum of $ 1,908.50

(4) Classification of Deposit

Account Symbol	Amount	Account Symbol	Amount
14X1401	$1,908.50		$

(6) Department or Agency and address whose accounts are credited, IF OTHER THAN depositing agency.

(5) 14-23-040
Office of Minerals Exploration
224 New Custom House
Denver 2, Colorado

Depositor's title, Department or Agency and address. If deposit is made for another accounting entity, identify in (6).

(7) SPACE BELOW TO BE USED BY DEPOSITARY ONLY. I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

SEP 25 1959

(Date of credit in Treasurer's account)

Depositary will date, sign and forward to depositor.

E-532 Walty & Hewitt - 1.29

E-1127 Mid-Continent 1,907.21

1,908.50

1959 SEP 25 PM 12 53

MAIL DEPT-2

OFFICIAL FILE COPY
O. M. E.
RECEIVED SEP 28 1959

DATE	INITIALS	CODE
		800

Building 20 - Federal Center
Denver 25, Colorado

July 30, 1959

Mr. David Biggar
590 Weber Court
Littleton, Colorado

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

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.

EXTRA COPY
O. M. E.
RECEIVED AUG 3 1959

DATE	INITIALS	CODE
		800

REPORT OF
ROYALTY REVIEW

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 Km-E552, Docket No. DMEA 2712, (Beryl) dated May 25, 1955, with

Mrs. Amelia Biggar, Executrix,
Estate of David N. 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, 1955 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

EXTRA COPY
O. M. E.
RECEIVED AUG 6 1959

DATE	INITIALS	CODE

STATUS OF PROJECT, DESCRIPTION OF REVIEW
AND REASONS THEREFOR

CONTRACT NO. IDM-E532 DOCKET NO. DMSA 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 1955. 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 OME 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. IDM-8532 DOCKET NO. DMMA 2712

MRS. AMELIA BIGGAR, EXECUTRIX

SUMMARY OF PRODUCTION, SALES AND ROYALTY
For Period May 25, 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			
138,093 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	$3,850.80	$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 H. Biggar
Formerly Ben Waltz,
Formerly Waltz and Hewitt

Address 421 Ash Avenue
Littleton, Colorado

Exploration Contract No. Idm-2532 Docket No. DMEA 0712

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

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 (Baryl)
Mrs. Amalia Biggar, Executrix,
Estate of David N. Biggar
Formerly Ben Waltz & Kenneth R. Hewitt
Contract No. Idm-1552

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

EXTRA COPY
O. M. E.
RECEIVED NOV 20 1958

DATE	INITIALS	CODE
		800

[illegible]

[illegible]

[illegible] a valuable [illegible] property in the [illegible] of [illegible] [illegible] associate, of the [illegible] in Westminster, California, has [illegible] to the [illegible] which you [illegible] [illegible] [illegible] November 10, 1958 [illegible].

The information which you have is correct in that Don [illegible], Inc., has been evicted from possession of the mine property under decision rendered in the Justice of the Peace Court in Evergreen, Colorado before the Hon. Raymond J. Bohr, [illegible].

When estate matters have reached the point where a new lease can be entered into on behalf of the estate and the heirs work will be resumed on this mine. It is tentatively contemplated that one of the heirs and his partner will be the future lessees of the property, but the details of this arrangement have not as yet been worked out.

We trust that this letter gives you the information which you now desire and should you have further questions kindly advise Mrs. Biggar directly or this office.

Very sincerely yours,

TAYLOR & SMITH

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

WJS:ph

Copies to
Chm. Op. Comm.
Harshman
DMEA-DFC

OME
DEPARTMENT OF THE INTERIOR

NOV 10 1958

REGION III
DENVER COLORADO

IDME 532
DMEA 2717

Star Route
Box 16 A
Morrison, Colo.

800

W. M. Traver

A recent Court decision has ordered me to surrender the lease on the Biggar mine known as Switzer lode.

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

Thank you for your consideration.

Yours truly,
Benjamin Wolf

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
OFFICE OF MINERALS EXPLORATION
224 New Customhouse
Denver 2, Colorado

November 10, 1958

EXTRA 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.

RALPH C. TAYLOR
WM. J. SMITH

TAYLOR & SMITH
ATTORNEYS AT LAW
3960 SOUTH BROADWAY
ENGLEWOOD, COLORADO

September 18, 1958

800 OME, Reg. III
SEP 22 1958

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

Re: Switzer 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
E532 - Correspondence
E-532 - Royalty
Harshman

TRIPLICATE Treasury Department Circular No. 945 - Rev., Supp. 1 (Third Amendment). Promulgated Sept. 11, 1957 by Treasury Department, Fiscal Service.

CERTIFICATE OF DEPOSIT
Standard Form 219

8/11/58 (Date sent)

25 (Deposit No.)

Identification of Accountable Officer Affected

(1) Office Deposit Symbol: 9013

(2) For Consolidated Abstract of Treasury Regional Office at (city and state): Denver, Colo.

(3) The Sum of $ 1.96

Deposited with Federal Reserve Bank of Kansas City, Mo., Denver, Colo.
(Name and location of depositary)

(4) Classification of Deposit

Account Symbol	Amount	Account Symbol	Amount
14X4401	$ 1.96		$

(6) Department or Agency and address whose accounts are credited, IF OTHER THAN depositing agency.

(5)
14-23-040
Defense Minerals Exploration Administration
224 New Customhouse
Denver 2, Colo.

Depositor's title, Department or Agency and address. If deposit is made for another accounting entity, identify in (6).

(7) SPACE BELOW TO BE USED BY DEPOSITARY ONLY. I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

AUG 1 1958
(Date of credit in Treasurer's account)

Depositary will date, sign and forward to depositor for his retained copy.

OFFICIAL FILE COPY
DME
RECEIVED AUG 14 1958

DATE	INITIALS	CODE
8/14	JLG.	225
		800

58 AUG 11 AM 11 54

E-532 Bernwalt 1.96

TRIPLICATE Treasury Department Circular No. 945 - Rev., Supp. 1 (Third Amendment). Promulgated Sept. 11, 1957 by Treasury Department, Fiscal Service.

CERTIFICATE OF DEPOSIT
Standard Form 219

Identification of Accountable Officer Affected

(1) Office Deposit Symbol: 9013

(2) For Consolidated Abstract of Treasury Regional Office at (city and state): Denver, Colo.

(Date sent) (Deposit No.) 6

Deposited with Federal Reserve Bank of Kansas City, Mo., Denver, Colo.
(Name and location of depositary)

(3) The Sum of $ 325.00

(4) Classification of Deposit

Account Symbol	Amount	Account Symbol	Amount
14X4401	$ 325.00		$

(6) Department or Agency and address whose accounts are credited, IF OTHER THAN depositing agency.

(5)
14-23-040
Defense Minerals Exploration Administration
224 New Customhouse
Denver 2, Colorado

Depositor's title, Department or Agency and address. If deposit is made for another accounting entity, identify in (6).

(7) SPACE BELOW TO BE USED BY DEPOSITARY ONLY. I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

JUL 10 1958
(Date of credit in Treasurer's account)

Depositary will date, sign and forward to depositor for his retained copy.

E-1095 Modern Mines	158.33
	165.75
E-532 Ben Waltz & Kenneth R. Hewitt	.92
	325.00

7/14 C 220
800

EXTRA COPY
D M E A
RECEIVED JUN 30
DATE | | COD
800

824 New Customhouse
Denver 2, Colorado
June 26, 1958

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

Re: Docket No. DMEA 8712 (Beryl)
Ben Waltz and Kenneth E. Hewitt
(Bigger Mine) Jefferson County,
Colorado, Contract Dm-8532

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

DMC: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 Bigger 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 Bigger told myself and Kenneth Hewitt he is 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
WASHINGTON 25, D. C. 600

JUL 26 1957

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

Administrator

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

For Certificate of Deposit No. 87, dated December 27, 1956, giving royalty payment of $4.24, see E-317.

E-532

For Certificate of Deposit No. 52, dated October 12, 1956, giving royalty payment of $0.83, see E-440.

For Certificate of Deposit No. 45, dated October 2, 1956, giving royalty payment of $0.63, see E-36.

E-532

For Certificate of Deposit No. 137, dated June 7, 1956, giving royalty repayment of $1.69, see E-333.

For Certificate of Deposit No. 111, dated April 10, 1956, giving royalty repayment of $22.46, see E-100.

For Certificate of Deposit No. 76, dated December 22, 1955, giving royalty repayment of $7.27, see E-54.

For Certificate of Deposit No. 32, dated September 12, 1955, giving royalty repayment of $1.19, see E-15.

E-532

For Certificate of Deposit No. 24, dated August 24, 1955, giving royalty repayment of $33.38, see E-4.

QUADRUPLICATE

STANDARD FORM 209c (Formerly Cert. of Deposit, Form 6599)
Promulgated August 1951 by Treasury Department, Fiscal Service

CERTIFICATE OF DEPOSIT FOR CHECKING ACCOUNT

Deposited with Federal Reserve Bank of Kansas City, Mo., Denver, Colo. (Name and location of depositary) 6/21/55 (Date sent)

DEPOSIT NO. 14-23-040-128 A

$ 1,205.68

SYMBOL NO. 413

the sum shown opposite for credit, subject to check, in the disbursing account of—

G. E. Evans, R.D.O., Denver, Colo.

(Name and address of officer to be credited)

On account of—
14X4401

E-582

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

Defense Minerals Exploration
Administration
224 New Customhouse
Denver 2, Colo.

SPACE BELOW TO BE USED BY DEPOSITARY ONLY
I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

JUN 21 1955

(Date of credit in Treasurer's account)

DEPOSITARY WILL DATE, SIGN, AND RETURN THIS TO DEPOSITOR FOR HIS RETAINED COPY

Contract No.	E-532	115.54
	E-632	325.90
	E-595	864.24
		1,205.68

MAIL DEPT.
PM 12 33
RECEIVED
JUN 22 1955
C. E. EVANS, Reg'l D.O.
U. S. Treas. Dept.
Denver

For Certificate of Deposit No. 115, dated May 26, 1955, giving royalty repayment of $21.92, see E-4.

For Certificate of Deposit No. 98, dated April 21, 1955, giving royalty repayment of $3.44, see E-175.

For Certificate of Deposit No. 93, dated April 14, 1955, giving royalty repayment of $4.04, see E-53.

E-532

For Certificate of Deposit No. 81-A, dated March 14, 1955, giving royalty repayment of $9.64, see E-381.

For Certificate of Deposit No. 70, dated February 11, 1955, giving royalty repayment of $.74, see E-408.

E-532

For Certificate of Deposit No. 64, dated January 19, 1955, giving royalty repayment of $3.97, see E-4.

For Certificate of Deposit No. 52, dated December 2, 1954, giving royalty repayment of $.78, see E-4.

For Certificate of Deposit No. 46, dated November 5, 1954, giving royalty repayment of $8.39, see E-4.

For Certificate of Deposit No. 33, dated September 30, 1954, giving royalty repayment of $.83, see E-4.

For Certificate of Deposit No. 28, dated September 15, 1954, giving royalty repayment of $1.89, see E-4.

For Certificate of Deposit No. 27, dated September 14, 1954, giving royalty repayment of $5.50, see E-4.

For Certificate of Deposit No. 23, dated September 3, 1954, giving royalty repayment of $1.50, see E-4.

Schambers

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

224 New Customhouse
Denver 2, Colorado

May 19, 1954

Memorandum

To: T. 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 $7.70 in payment of royalty on this shipment.

W H King
W. H. King

Enclosures

See E-4 for Cor. #7

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

W. H. King

Enclosures

es

cc: Royalty File
Sec. to the Oper. Comm. (2) w/enc. statement
Traver w/enc. statement
Chron.

E-532

For Schedule of Collections No. DMA-C-107, dated March 9, 1954, giving royalty repayment of $2.65, see E-397.

REPORT
OF REVIEW

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Ben 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 Bigger 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

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: 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
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.

Department of the Interior
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

Enclosures

Form MF-104 (Rev. 8)
(April 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.4
Approval expires 6-30-53.

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of June 195 4 Docket No. DMEA 2712 Contract No. IDM X 532
Operator's Name Ben Waltz & Kenneth R. Hewitt Minerals Beryl
Address Route 2, Box 47 Morrison, Colo
Contract Amount, $ 7383.75 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) ~~Inspection~~ Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting						
Trenching	393.50	6492.75	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. Hewitt

Per Kenneth R. Hewitt Ben Waltz 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. L. Bolmer, $354.15 Title Mining Engineer Date JUN 28 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: R.D.B.

Signature W. P. Kung 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

JUL 19 1954

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of June 195 4 Docket No. DMEA 2712 Contract No. IDM-E 532

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	AUTHORIZED BY CONTRACT Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching	Feet	393.50	10	6886.25	175	39.35	175	39.35
Test Pits								
Roads and Trails	Job			497.50			Job	497.50
Total Distributed Costs		393.50	10					Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
Total Costs		393.50		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.

Date June 14, 1954 Operator Ben Walts & Kenneth R. Hewitt

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.

(Instructions on reverse)

REMARKS:

(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

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
REGION IV

Defense E...
JUL 19 1954

Administrative Audit Difference Statement

Date: July 2, 1954
Payee's
Reference: Progress Report
June, 1954

Dan Volta &
Kenneth R. Devitt,
P/2,
Morrison, Colo.
Ido-E532

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 $ 354.15

Difference $ 100.00

Amount Approved $ 254.15

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 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

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.

W H King
W. H. King

Enclosures

RDB:cwm

ccContract
WMTraver
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, Chron

June 23, 1954

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 14 1954

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of May 195 4 Docket No. DMEA 2712 Contract No. [illegible]
Operator's Name Ben Walts & Kenneth R. Lewitt 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	6096.25	6489.75			
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 3, 1954 *Payee Ben Walts & Kenneth R. Lewitt

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:

$ 354.15

Signature [illegible]
(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 R. P. Holmes, #354.15 UNT Title Mining Engineer Date JUN - 4 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: R.P.B.

Signature W. 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.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 14 1954

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of May 1954 Docket No. DMEA 271 Contract No. [illegible]
Operator's Name Don Faltz & Kenneth R. Cowitt 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	6430.75	163	39.36	175	30.35
Test Pits								
Roads and Trails								
Drill walls & clean trench	Job			497.50			Job	497.50
Total Distributed Costs		393.50	10	6930.25				Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
Total Costs		393.50		6930.25				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.

Date June 2, 1954 Operator Don Faltz & Kenneth R. Cowitt

Per Ben Walz 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 THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

JUN 14 1954

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

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. Palmer

Subject: DMMA 2712, Contract Idm-8532 (Beryl), Walts 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. R. 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 18 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

Department of the Interior
Defense Minerals Administration
RECEIVED
JUN 14 1954

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

May 1 to 31

Contract No. IDM-S-532
Docket No. 2712

Narrative:

Trenching 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

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.

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of March, 195 4 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			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	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. 54-107

(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. P. Bolmer, #708.30 WMT Title Mining Engineer Date APR - 7 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: RDB.

Signature C. W. H. Kerr 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

Form MT-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 E 532
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	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 Waltz & Kenneth R. Hewitt

Per Kenneth R. Hewitt 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 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/iei

cc 6

April 6, 1964

Contract No. IDI 2 [illegible]

Docket No. [illegible]

United States Department of the Interior

Defense Minerals Exploration Administrative

Gentlemen:

Much of North trending quartzite were continued; now encountering pegmatite.

Small beryl crystals were encountered at the points from at least 12 to 20 feet below open pit.; not much in quantity though.

About 20 lbs. of columbite tantalite has been saved so far.

Fine foliated aggregates of [illegible] concentrate is abundant.

At this point of cross-cutting the foliation is steep and would require careful cutting. Despite to more abundant of the lower horizon, possibly 40 feet below open pit

Signed: Kenneth R. Hewitt

Lee Roth & Kenneth Hewitt

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
MAR 18 1954

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of February, 1954 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) ~~[illegible]~~ Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
~~[illegible]~~ 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 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:

$ 354.15

Signature [illegible]
(Authorized Certifying Officer)

Date 3/12/54 Vou. No. DMA 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. Blomer, #354.15 Title Mining Engr Date MAR - 4 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: R.D.B.

Signature C W L 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

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. IDB - B 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

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

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 Idm-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

RECEIVED
MAR 18 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-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, 195 3 Docket No. DMEA 2712 Contract No. IDM-E 532
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						
~~xxxxx~~ 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 Jan. 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 [illegible]
(Authorized Certifying Officer)

Date 1/20/54 Voucher No. DMEA 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. E-532 in accordance with the terms of the contract.

Signature L. L. Palmer, $354.15 Title Mining Engineer Date JAN 11 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: R.D.B.

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

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 December 195 3 Docket No. DMEA 2712 Contract No. n 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	~~5416.25~~	125	39.35	150	39.35
Test Pits								
Roads and Trails								
Trim walls and clean trench	Job			497.50	Job	497150	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

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
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

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

? Is this for W03?

Subject: DMEA 2712, contract Idm-E532 (Tungsten), Malta and Hewitt (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 & Kenneth R. Hewitt

Form MF-104 (Rev.)
(April 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Budget Bureau No. 42-R1036.3.
Defense Approval expires 1-31-53
RECEIVED
JAN - 6 1954

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of Nov ember, 1953 Docket No. DMEA 2712 Contract No. 1013-552
Operator's Name Don Walts & Kenneth R. Howitt Minerals Beryl
Address Rou to 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						
~~Drifting~~ Trenching	787.00	3738.25	4525.25			
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	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 2, *Payee Don Walts & Kenneth R. Howitt
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
(Authorized Certifying Officer)

Date 12/16/53 Vou. No. 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. Bolmer, $708.30 Title Mining Engineer Date DEC 3 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: R. B.

Signature W. H. Kerr Title Executive Officer 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.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 6 1954

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of Nov 1953 Docket No. DMEA 2712 Contract No. DMEA 332
Operator's Name Don 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	707.00	20	4525.25	115	39.35	150	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.								
TOTAL COSTS		707.00		5022.75				6000.00

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 Dec. 2, Operator Don 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.

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

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-E532, Ben Waltz and Kenneth R. Hewitt (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
W. H. King

Enclosures

RDB:fwe

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: DMSA 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/lo

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. Bolmer

Subject: DMEA 2712, Contract Idm-2532 (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 feet, 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. Bolmer

R. L. Bolmer
Mining Engineer

RLB/le
cc 6
R532
Chron

United States Department of Interior
Defense Minerals Exploration Administration

Contract No. IDM-E 532
Docket No. DMEA 2712

Narrative Report:

Trenching operations were continued during the month of November.

We have penetrated thru a portion of the wall zone.

The border zone is steeply dipping to the northwest and shows this contact to be very irregular.

A four foot bench was blasted out of quartz microcline Albite Muscovite into mediate zone of this foot wall side and we obtained about 200 pounds of scrap mica and around two (2) pounds of Columbite-tantalite.

David N. Biggar, 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 Walt

Partner Ben Walt and Kenneth Hewitt

Date Dec 3 1953

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.
Defense Minerals Administration
RECEIVED
NOV 23 1953

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of October, 1953 Docket No. DMEA 2712 Contract No. Idm-2532
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) Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
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 (Authorized Certifying Officer)

Date 11/13/53 Vou. No. 54-48

(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. 6-532 in accordance with the terms of the contract.

Signature R. L. Balmer, #708.30 Title Mining Engineer Date NOV 5 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: R. L. B.

Signature W. H. King 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

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

Defense Minerals Administration
RECEIVED
NOV 23 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of October 1953 Docket No. DMEA 2712 Contract No. Idm-8532
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 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

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 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

Bureau Mines Adm. Office
RECEIVED
NOV 23 1953

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

RECEIVED
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-5532 (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
5532
Chron.
RLB/pam

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 23 1953

United States Department of Interior

Defense Minerals Exploration Administration

DMEA 2712

Contract DMEA-2 558

Narrative Report

October, 1953

October 1, Stripping operation continued.

October 20, A loading ramp was installed inside of access cut.

We alternate using dump trucks and operating crawler hoist and have found that mining operations has been speeded up.

We are approaching outer edge of pegmatite wall zone. Some small stringers 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 Walt

Partner Kenneth R. Irwin

Date Nov. 4 1953

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 Administration
RECEIVED

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of September 2, 1953 Docket No. DMEA 2712 Contract No. DMEA-1532

Operator's Name Ben Waltz and Kenneth R. Hewitt Minerals Beryl

Address Route 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~~ Trenching	1180.50		1180.50			
~~Crosscutting~~ Trenching	[illegible]	983.75	983.75			
~~Dinning~~ 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. Hewitt

Per Ben Waltz 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:

$ 1062.45

Signature [illegible]
(Authorized Certifying Officer)

Date 10/15 Vou. No. 54-36

(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. Bolmer, $1062.45 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

Form MP-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
OCT 16 1953

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of September 1953 Docket No. DMEA 2712 Contract No. IDM-B 532
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	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching	Foot	1180.50	30	1180.50	30	39.35		
~~Test Pits~~ T renching	Foot			983.75	25	39.35		
~~Roads and Trails~~ Trenching	Foot			787.00	20	39.35	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		1180.50		5448.75				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. 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

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

Region IV

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

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. Bolmer's memorandum covering his inspection of the surface trenching progress and the reporting forms. The contract is short-form and documentation is not required.

Bolmer 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/eb

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

Region IV

Building 20, Room 137
Denver Federal Center
Denver 14, Colorado
October 8, 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 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:
E532
DMEA Chron.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 19 1953

United States Dept. of Interior — Contract No. IDM-B 5 52

Defense Minerals Administration — Docket No. 2712

October 1, 1953

Narrative Report

September 1, trenching operations were continued.

No mineralization has occured in the first 75 feet of wall rock 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 30 or 60 foot inside of access trench to facilitate loading of trucks and speed up removal of waste rock.

Signed Ben Walt

Partner Kenneth R Hewitt

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 28 1953

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of AUGUST 195 3 Docket No. DMEA 2712 Contract No. [illegible]

Operator's Name [illegible] Minerals [illegible]

Address RR#2, Nanaimo, Ontario 90 [illegible]

Contract Amount, $ 6000.00 Government Participation: ____% Amount, $ [illegible]

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	983.75		983.75			
Crosscutting		787.00	787.00			
Drifting		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 18 1953 *Payee Ben Walt Kenneth A Henick

Per Kenneth A Henick 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 Vou. 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.B.B.

Signature W. H. King 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

Form MF-104A
(April 1953)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 28 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of AUGUST 1953 Docket No. DMEA 2712 Contract No. IDM- 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	AUTHORIZED BY CONTRACT Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping JULY Trenching				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 28 Sept 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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 23 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

DEPARTMENT OF THE INTERIOR
Release Records Administration
RECEIVED
SEP 28 1953

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, Chief

W. M. Traver

enclosures

cc 4
E532
DMEA Chron.

WMT/pam

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

RECEIVED

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: BMRA 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
BMRA 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: Dmoa - 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 SATISFACTORY..

Ben Waetz

TITLE..Kenneth R. Hewitt operator

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

SEP 3 - 1953

Month of JULY 1953 Docket No. DMEA 2712 Contract No. IDM-E 532
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			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~~ Trenching	$787.00	-	$787.00			
Crosscutting						
~~Drifting~~ Trim walls 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
(Authorized Certifying Officer)
Date 8/24/53 Vou. No. DM 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. E-532 in accordance with the terms of the contract.

Signature R. H. Bolmer, $708.30 WVR 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								
Trim walls and clean out trench.	job			$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.

REMARKS:

Date AUGUST 3, 1953 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

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)

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: 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 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.

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: Chief, Mineral Resources Branch, Mining Division, Region IV

From: R. L. Bolmer

Subject: DMEA 2712, Contract Idm-E532 (Beryl), Ben Walts 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. Walts 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.

DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
RECEIVED
0 - 1955

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

DMEA 2712

CONTRACT DMA-S 552

NARRATIVE REPORT:

JULY, 1955

OPERATIONS BEGUN JULY 9TH.

OPERATIONS TO DRIVE AN OPEN CUT ONE HUNDRED AND FIFTY (150) FEET LONG WERE BEGUN BY REMOVING A BOULDER GRINDING AND BLASTING OUT THE BIOTITE DIORITE COUNTRY ROCK. THE BROKEN WASTE IS REMOVED, USING BAUMAN DOUBLE DRUM HOIST AND LOADING 1½ TON DUMP TRUCKS.

WASTE IS TRUCKED OFF TO DUMP AREA.

TWENTY (20) UNITS OF TRENCHING COMPLETED DURING THIS PERIOD.

THE COUNTRY ROCK APPEARS TO BE WEATHERED TO CONSIDERABLE DEPTH.

FORTY PERCENT (40%) RED CROSS PERMISSIBLE POWDER WAS USED SUCCESSFULLY IN THE WEATHERED ROCK. FUTURE BLASTING POWDER WILL BE SIXTY PERCENT (60%).

Ben Wolf

BY Kenneth R. Hewitt Partners

Form MF-104 (Rev.)
(April 1950)

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 Administration
RECEIVED
AUG 3 1953

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of JUNE, 1953 Docket No. DMEA 2712 Contract No. I.D.M.-E532
Operator's Name BEN WALTZ & KENNETH HEWITT Minerals BERYL
Address ROUTE 2, MORRISON, COLORADO
Contract Amount, $ 6400 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						
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
Ben Waltz
Per Kenneth P. Hewitt 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
(Authorized Certifying Officer)

Date 7/23/53 Voucher No. 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. Jdm-8532 in accordance with the terms of the contract.

Signature [illegible] $497.15 [illegible] Title Mining Engineer Date 7-13-53

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: R.S.B.

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.

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

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

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-E532 (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:smh

cc: 4
E532
DMEA 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: Chief, Mineral Resources Branch, Mining Division, Region IV

From: W. L. Dare

Subject: DMEA 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.

Scott W. Hagen
for W. L. Dare
Mining Engineer

WLD:amh

cc: 6
E532
DMEA Chron.

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

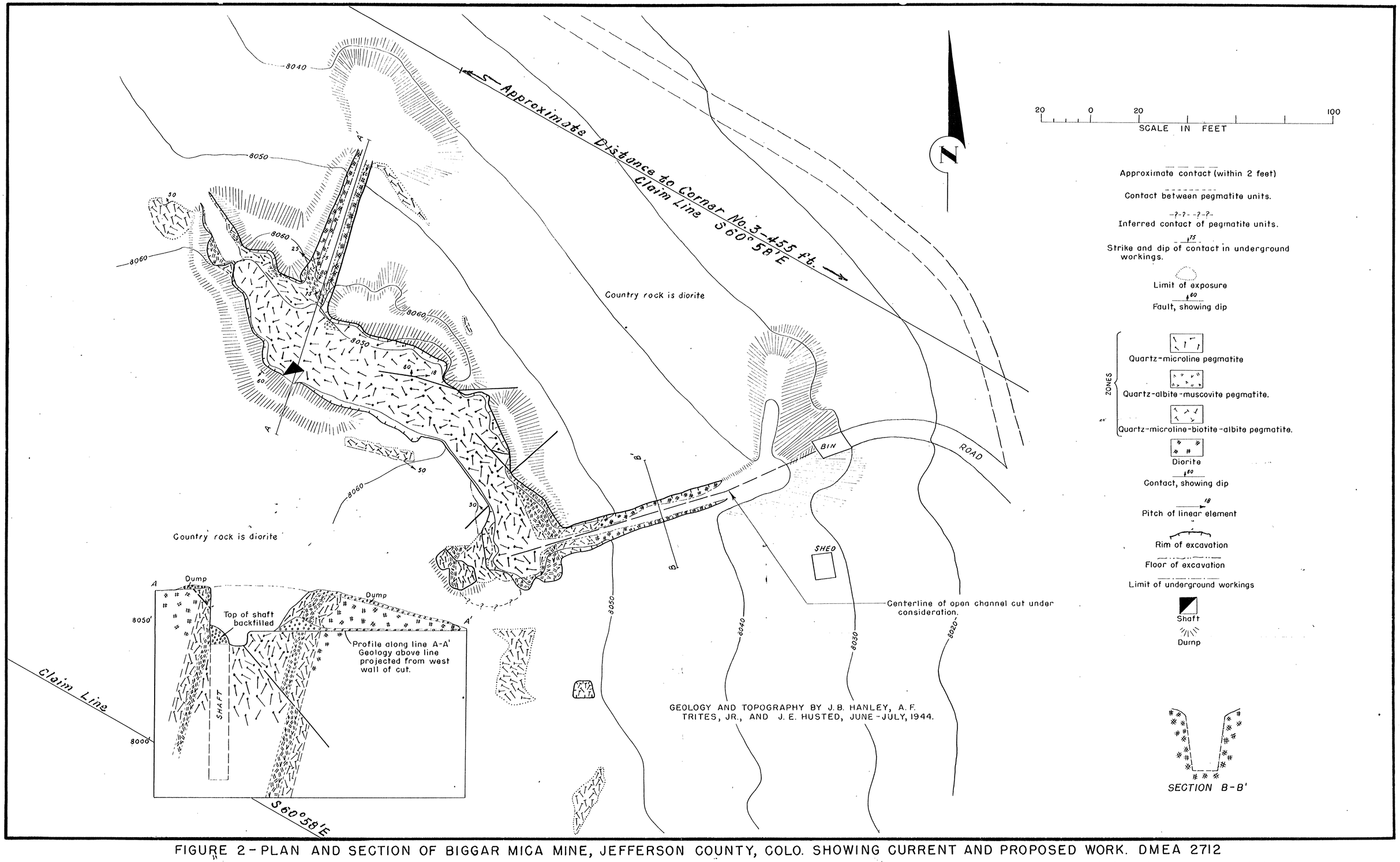
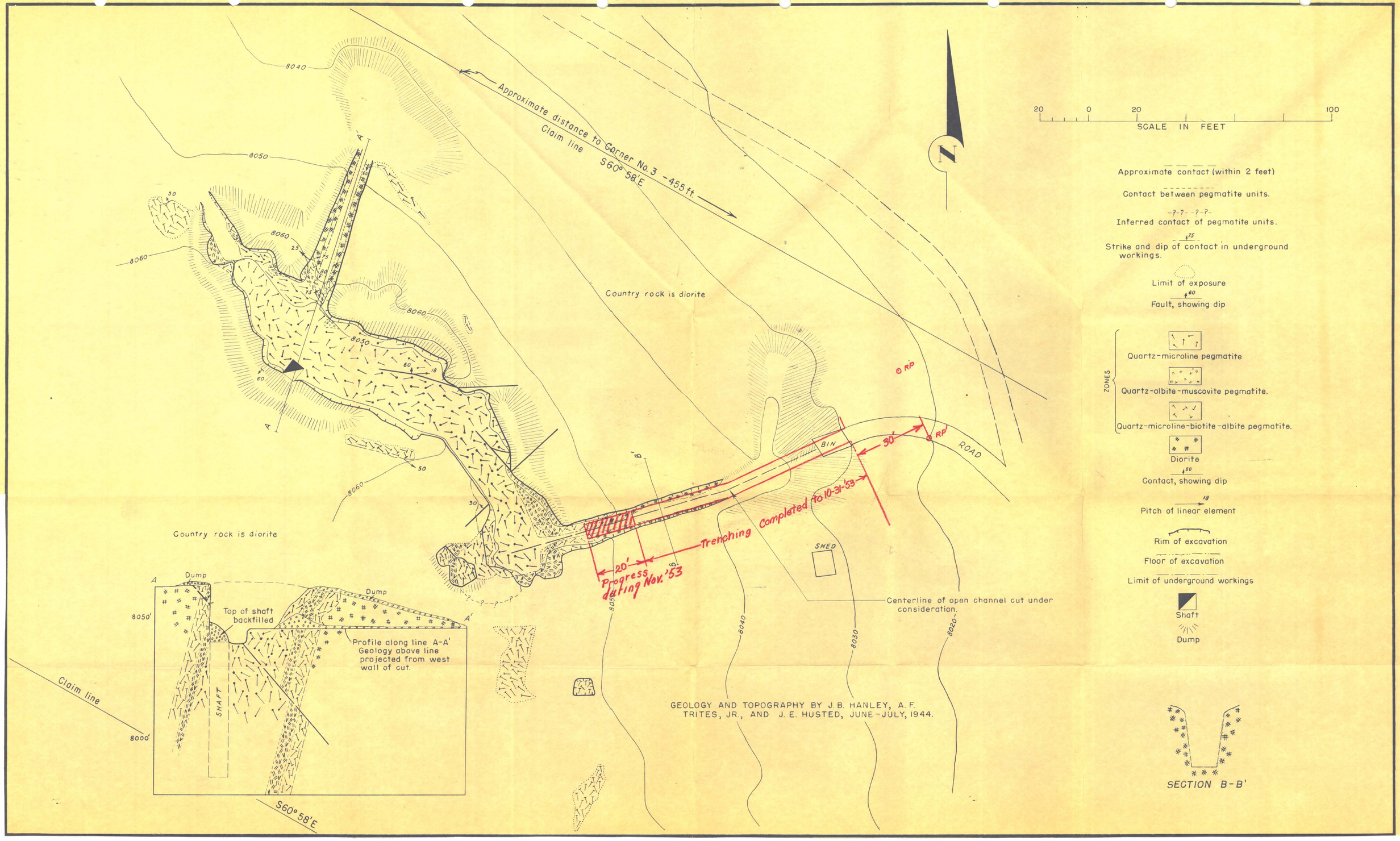


FIGURE 2 - PLAN AND SECTION OF BIGGAR MICA MINE, JEFFERSON COUNTY, COLO. SHOWING CURRENT AND PROPOSED WORK. DMEA 2712



GEOLOGY AND TOPOGRAPHY BY J.B. HANLEY, A.F. TRITES, JR., AND J.E. HUSTED, JUNE-JULY, 1944.

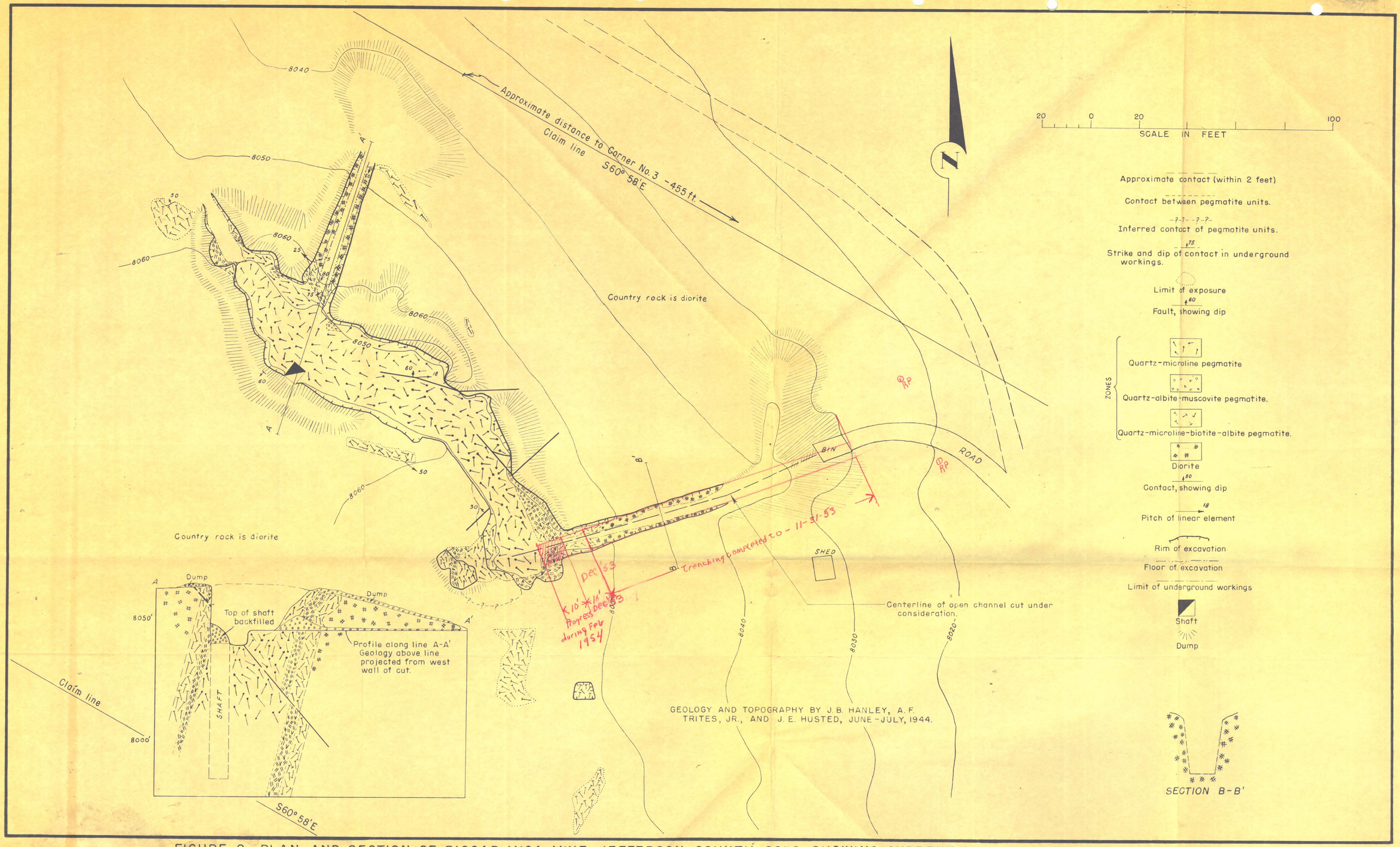


FIGURE 2 - PLAN AND SECTION OF BIGGAR MICA MINE, JEFFERSON COUNTY, COLO. SHOWING CURRENT AND PROPOSED WORK. DMEA 2712