See Folder #2 for correspondence after execution of contract.

DME A-3546.

Contract E-810

Amend #1, - Termination Agreement

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

RECEIVED
APR 23 1956

400

224 New Customhouse
Denver 2, Colorado

April 20, 1956

W.M

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3546 (Tungsten), Contract Idm-2810, Mosch and Mosch (Big Cameron Mine), Boulder County, Colorado

Enclosed are the Government's, Division, and Docket copies of the "TERMINATION AGREEMENT" forwarded by your letter of April 10, 1956, for signature by the Operators.

Also enclosed are four sets of data relative to termination of the Contract.

Copies of the Termination Agreement have been distributed to the Operators, the Finance Office, Region III, and other offices concerned.

W. M. Traver

W. M. Traver

Enclosures

Termination agreement

Division Copy

RECEIVED
APR 23 1956

Indexed 4/3/56
Lawyer
Card
Holt
Martin
Chambers
Selfridge
Johnson

TERMINATION AGREEMENT

It is agreed this 9th day of April, 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Mosch and Mosch, hereinafter called the "Operator," parties to that certain Exploration Project Contract Idm-2810, Docket No. DMEA-3346, dated June 6, 1955, hereinafter called the "Contract," that:

1. Effective February 29, 1956, the Contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

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

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

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

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

THE UNITED STATES OF AMERICA

By C. Mittendorf
Administrator, Defense Minerals Exploration Administration

Hans Mosch
Hans Mosch, partner

Alvin Mosch
Alvin Mosch, partner

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

400

224 Mar Gustenhouse
Denver 2, Colorado

December 29, 1955

W-29

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA-3546 (Tungsten), Contract Idm-2610
Marsh and Marsh, Boulder County, Colorado

Enclosed are original and two copies of Amendment No. 1 to Contract Idm-2610, which has been executed under authority delegated to this office, to extend the period for completion of the project work from January 1, 1956 to March 6, 1956. Also enclosed are four copies of the Operator's letter of December 9, 1955, requesting the extension.

Copies of the amendment have been given to the Operator, Finance Office, Region III, and distributed to other offices concerned.

W.M. Traver

Encls.

W. M. Traver

Amend. #1

AMEND. #1

EXPLORATION PROJECT CONTRACT
HANS MOSCH AND ALVIN MOSCH, PARTNERS
DOCKET NO. DMEA 3546
CONTRACT NO. IDM-2810

AMENDMENT NO. 1

It is agreed this 15th day of December, 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Hans Mosch and Alvin Mosch, partners, hereinafter called the "Operator," parties to that certain Exploration Project Contract No. IDM-2810, Docket No. DMEA 3546, dated June 6, 1955, hereinafter called the "Contract," that:

1. The date of "January 1, 1956" established under "Article 3" as the date on or before which the work shall be completed is extended to March 6, 1956.

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

Executed in sextuplet the day and year first above written.

UNITED STATES OF AMERICA

By W. M. Trower

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

OPERATOR

By Hans Mosch
Hans Mosch, Partner

By Alvin Mosch
Alvin Mosch, Partner

COPY

5275 Dover St.
Arvada Colo.

December 9, 1955

United States Dept. of Interior
DMEA Administratiom

Re: Docket DMEA 3546 (tungsten)
Contract Idm-E810

Gentlemen:

Project work contracted to our partnership for purpose of exploring The Big Cameron vein consisted of sixty feet of sinking and one-hundred and fifty-two feet of drifting from the new depth of the Big Cameron Shaft. The expiration date for the completion of this project is January 6, 1956.

Ten feet of sinking and eighty-one feet of drifting yet require doing for the completion of the Big Cameron project. Several factors have delayed the progress of our work. Heavy ground has necessitated the timbering of the entire Shaft and some bad portions of the drift. Unforeseen equipment failure difficulties have created some delay, and adverse weather conditions are tending to retard progress as the work continues on.

It is doubtful that our Partnership can finish the contract upon or before the completion date as stipulated by the Government. Our Partnership desires to complete this project, and therefore requests the Government to extend the completion date to March 6, 1956.

/s/ Hans Mosch
Hans Mosch (partner)

/s/ Alvin Mosch
Alvin Mosch (partner)

Division Copy

RECEIVED

JUL - 5 1955

MF-200A
(Revised June 1954)

Docket No. DMEA-[illegible]

Commodity Tungsten

Contract No. Idm-E 610

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXPLORATION PROJECT CONTRACT[1]
(Short Form)

It is agreed this 6th day of June, 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Rene Moech and Alvin Moech, partners,

whose mailing address is Arvada, Colorado,

hereinafter called the "Operator," as follows:

ARTICLE 1. *This contract* is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF-200A), the attached Exhibit "A," Annex I, and

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

ARTICLE 2. *Operator's property rights.*—(a) The land which is the subject of this contract (hereinafter called "the land") is in the State of Colorado, County of Boulder, and is described in Annex I.[3]

(b) The Operator represents and undertakes that:

(1) The Operator is the [4] lessee of [5] all mineral rights in the land, in possession and entitled to possession for all of the purposes of this contract, under and by virtue of a [6] lease, [7] — recorded in Book —, page —, official records of said County; and

(2) The Operator's right, title, or interest (whether as owner, lessee, or otherwise) is subject only to the following claims, liens, or encumbrances: None

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

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] Insert name, and if an organization, its nature (corporation and place of incorporation, partnership with names of partners, etc.).
[3] State on a separate sheet marked "Annex I" the legal description or enough to identify the property, particularly excluding any areas from which the production is not to be subject to the Government's percentage royalty.
[4] Insert "owner," "lessee," "contract purchaser," "locator," etc.
[5] Insert "the entire interest," "the mineral rights," "an undivided one-third," etc.
[6] Insert "deed," "lease," "contract," "location notice," "patent," etc.
[7] If not recorded, so indicate by inserting "un."

16—70618-1

Contract

(d) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. Until the lapse of the time within which the Government may make a certification of discovery or development without any such certification having been made, and after any such certification has been made, the Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. If the Government makes no certification of discovery or development within the time limited in Article 7, it shall thereafter have no claim against the land or any production therefrom except for any production referred to in Article 7(b)(1).

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of [illegible] The work to be performed is described in Exhibit "A." The Operator on or before July 15, 1955 shall commence the work, and on or before [illegible] (unless the Operator's obligation to complete the work is terminated—see Article 8) shall complete the work.

ARTICLE 4. *Performance of the work.*—(a) *Operator's responsibility.*—The work shall be performed with reasonable diligence, efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for liability insurance covering employment; and with suitable and adequate equipment, facilities, materials, supplies, and labor, to bring it to completion within the time fixed.

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

ARTICLE 5. *Contribution by the Government.*—A fixed cost for each unit of work to be performed (per foot of drifting, per foot of drilling, per hour of operations, etc.) is hereby agreed upon, and is set forth in Exhibit "A" in connection with the estimated total cost of the project in the sum of $[illegible] The Government will contribute [illegible] percent of the fixed unit costs as work is performed, in a total sum not in excess of $6,210.00: *Provided,* That until the Operator has rendered to the Government his final report, and any final 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 10 percent of the estimated total cost of the work. The Government will make its contribution on the basis of the monthly vouchers referred to in Article 6(b), but all payments by the Government are provisional only, subject to audit, until the account between the Operator and the Government is finally audited and settled. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government may make payments directly to independent contractors and suppliers for the account of the Operator rather than to the Operator.

ARTICLE 6. *Reports, accounts, audits.*—(a) *Operator's records.*—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine any pertinent books, documents, papers, and records of the Operator. All of the Operator's vouchers and records and accounts relating thereto and the Government's payments thereof remain subject to adjustment until final audit by the Government.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work

performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

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

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

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

ARTICLE 7. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after a sufficient final report and final account (see Article 6) has been rendered, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery, and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

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

(c) The giving of any notice by the Government under the provisions of this Article 8 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and such rights shall be fully preserved.

ARTICLE 9. *Notices to be given by the Government* may be delivered to the Operator, or may be sent by registered mail addressed to the Operator at his mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 10. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 11. *Changes and added provisions.*—

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C. Mitkevicz
Administrator, Defense Minerals Exploration Administration

"Appd. Sol. Off."
Chapman
Martin
Holliday
Nelson
Chandler
Selfridges

BOCH AND BOCH
(Operator)

(partners)

By Hans Mosch
(partner)

By Louis Mosch
(partner)

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—70618-1

RECEIVED
JUL - 5 1955

EXPLORATION PROJECT CONTRACT
MOSCH AND MOSCH
DOCKET NO. DMEA-3546

ANNEX 1

The land referred to in Article 2 of the Contract is described as follows:

Big Cameron, U. S. Survey No. 19559; Fraction, U. S. Survey No. 19972; and the Jack, U. S. Survey No. 18346, all held by U. S. Patent. These claims are located in section 7, T. 1 S., R. 72 W., 6th P. M. Boulder County, Colorado.

The location of the land is shown on the map entitled "Figure 1 - Location Map, Big Cameron Mine . . ." attached hereto and made a part hereof.

RECEIVED
JUL - 5 1955

EXPLORATION PROJECT CONTRACT
MOSCH AND MOSCH
DOCKET NO. DMEA-3546

EXHIBIT "A"

Description of the Work

1. Extend the present 2 compartment shaft from the 54 foot level to the 114 foot level, a distance of 60 feet. The shaft shall be not less than 4 feet by 8 feet in the clear of timber.

2. On the 104 foot level, drift from the shaft 152 feet south-westerly along the Steel Plate vein. The drift shall be not less than 4 feet by 6½ feet in cross-section. All mineralized zones shall be sampled and assayed for WO_3.

The shaft and drift shall be timbered as necessary.

The work is outlined on a map entitled "Figure 3 - Plan and Section of Big Cameron Mine . . .," attached hereto and made a part hereof.

FIXED UNIT COSTS

Sink two compartment shaft 60 feet @ $68.00 per foot	$4,080.00	
Drift 152 feet @ $27.00 per foot	4,104.00	
Assay approximately 24 samples @ $4.00 each sample	96.00	
Estimated total cost of project		$8,280.00
Government participation @ 75%		$6,210.00

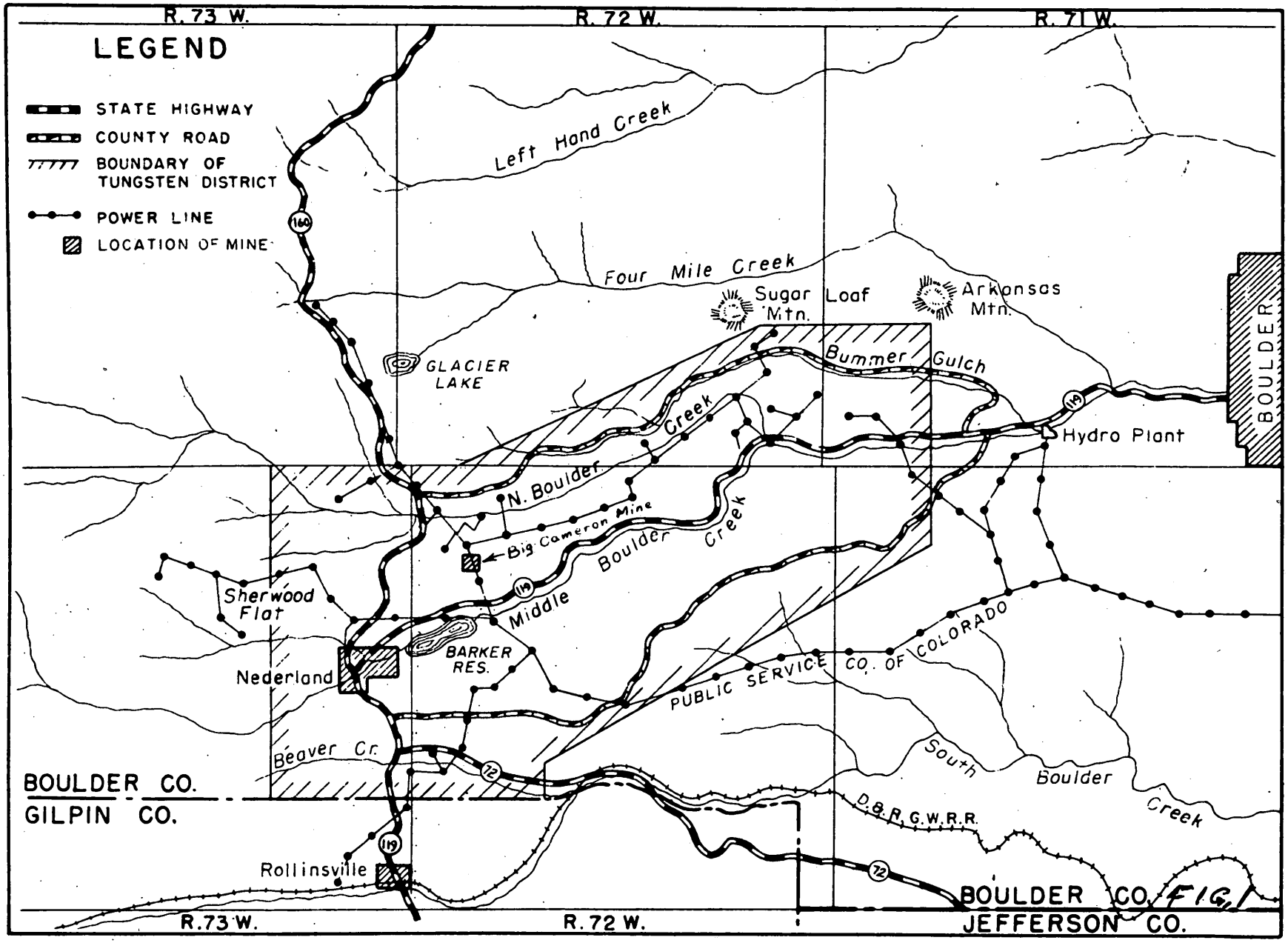

FIGURE 1 - LOCATION MAP, BIG CAMERON MINE, BOULDER COUNTY, COLO. (DMEA 3546)

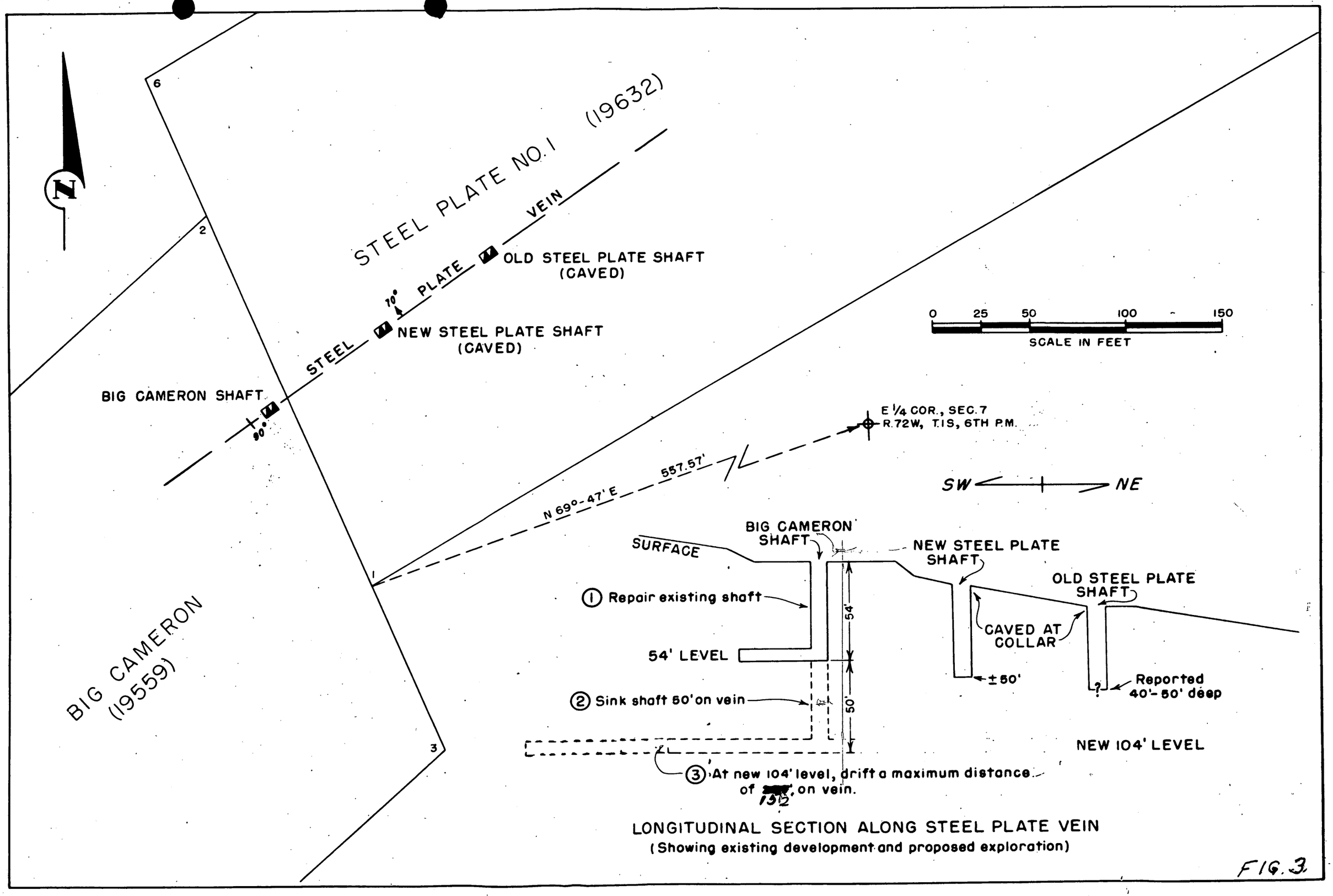

FIGURE 3 - PLAN AND SECTION OF BIG CAMERON MINE, BOULDER COUNTY, COLO. (DMEA 3546)

RECEIVED
JUL - 5 1955

224 New Customhouse
Denver, Colorado

July 1, 1955

Registered Mail

Moech and Moech
5275 Dover
Arvada, Colorado

Gentlemen:

Enclosed herewith is your copy of Exploration Project Contract No. Ida-8810, Docket No. DMEA 3946.

Also enclosed are six copies of Form MF-104 "Operator's Monthly Report and Voucher" and six copies of Form MF-104A "Operator's Unit Cost and Progress Report". At the completion of the first calendar month of operation and monthly thereafter, you are required to submit five copies of the forms to Mr. John F. Shaw, U. S. Bureau of Mines, Room 137, Building 80, Denver Federal Center, Denver 2, Colorado. The sixth form is for your records.

Please note that the monthly report requires a narrative report which should be accompanied by maps or sketches. The narrative report must be signed by the operator. The monthly report will not be processed for payment unless accompanied by a narrative report. Additional copies of Forms MF-104 and 104A will be furnished to you as required.

For your information and in reply to many questions that have been asked, after Forms MF-104 and 104A are received an engineer will check progress and approve your accounts, after which it will be sent to the Regional Office, Region III, U. S. Bureau of Mines, 224 New Customhouse, Denver 2, Colorado, for auditing and vouchering. If the report is in order a check will be issued by the Treasury Department for the Government's portion of the costs. If you have any difficulty in completing these forms and the reports, please call on Mr. Shaw or this office for assistance.

Your attention is directed to the regulation that provides that reimbursement for the cost of work accomplished prior to the date of the contract will not be allowed.

Please advise this office in writing the date work actually starts under the contract, with a copy of your letter to Mr. Shaw.

Very truly yours,

W. M. TRAVER

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

Subject
Chron
Amendment File
Chairman, Op. Comm. (2)
Townsend

cc: Hershman
Shaw

400

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

RECEIVED
JUL - 8 1955

224 New Customhouse
Denver, Colorado

July 6, 1955

WSG

Memorandum

To: Chairman, Operating Committee

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3546 (Tungsten), Contract Idm-E810, Mosch and Mosch, Boulder County, Colorado

Enclosed are the original and two copies of Form MF-203, owner's Consent to Lien, which we neglected to attach to the Washington office copies of Contract Idm-E810 before it was forwarded to you on July 1. Copies of the owner's Consent to Lien will be forwarded by copies of this letter to theFinance Office, Region III and to others concerned.

W. M. Traver

W. M. Traver

Enclosures

O.C.L.

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator [illegible]
Docket No. DMEA- [illegible]
Contract No. Idm-E [illegible]
Contract Date [illegible]

CONSENT TO LIEN

RECEIVED
JUL - 8 1955

To the United States of America:

Referring to that certain land in the County of [illegible], State of [illegible], described as follows:1/

[illegible] U. S. Survey No. [illegible]

[illegible] U. S. Survey No. [illegible]

[illegible] U. S. Survey No. [illegible]

[illegible],

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

[illegible]

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 29 day of June, 195✓.

Alexander Pregel V.Pr. [Seal]

[Seal]

[Seal]

I, Paul J. Newlon certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that Alexander Pregel who signed this agreement was then Vice-President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Paul J. Newlon

[Corporate Seal]

Below is correspondence leading to execution of contract

400

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

RECEIVED
JUL - 5 1955

224 New Customhouse
Denver, Colorado

July 1, 1955

Registered Mail

Memorandum

To: Chairman, Operating Committee

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

Subject: Docket DMEA 3546 (Tungsten), Contract Idm-E810, Mosch and Mosch, Boulder County, Colorado

Enclosed are the Government, Division and Docket copies of Contract Idm-E810 which have been signed by the operator.

Copies of the contract have been given to the operator, the Finance Office, Region III, and a copy has been retained for our files.

W. M. Traver
W. M. Traver

Enclosures

Contract
Neck

400

JUN 16 1955

Interior Department
Defense Minerals Exploration Administration
14X4401(01) Revolving Fund, Defense Production Act,
Interior (Allocated Working Fund to the Office of the Secretary)

TELETYPE

W. M. Traver, Executive Officer
DMEA Field Team, Region III
224 New Customhouse Building
Denver 2, Colorado

Reurlet June 9, Docket DMEA 3546, Tungsten, Mosch and Mosch, Big Cameron Mine, Boulder County, Colorado.

Legal advises leases are in order and contract should be forwarded for signature. Letter follows showing reasons for contract.

George C. Selfridge
Chairman, Operating Committee

cc: Docket
Adm. Read. File
Code 400
Oper. Committee
Thor Kiilsgaard, USGS
Robt. Holliday, USBM
FT, Reg. 3 - confirmation

TLChapman/ls
6/15/55

400

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

RECEIVED
JUN 20 1955

224 New Customhouse
Denver 2, Colorado

June 16, 1955

REGISTERED

Copy received 400

Mr. Hans Mosch
5275 Dover Street
Arvada, Colorado

Re: Docket DMEA-3546 (Tungsten),
Hans Mosch and Alvin Mosch,
(Big Cameron mine), Boulder
County, Colorado - Proposed
Exploration Project Contract
Idm-E810

Dear Mr. Mosch:

Enclosed are the "Government's", "Division", "Docket", "Finance Office" and "Field Team" copies of Proposed Exploration Project Contract Idm-E810, which was prepared in Washington and has been signed by the Administrator, DMEA for the Government. In addition we are enclosing the original and five copies of form MF-203, Revised March 24, 1955, Owner's Consent to Lien which is necessary in lieu of the Owner's Consent to Lien you previously supplied. The prior Owner's Consent to Lien was prepared on a form now obsolete. In addition Mac Brown was included as a partner in the lease which now is not the case.

If the contract is satisfactory to you, all copies are to be signed by both partners as indicated. Upon return to this office of all copies of the Owner's Consent to Lien and of the contract properly executed the "Operator's copy" of the contract will be forwarded to you together with instructions relative to the start of work and reporting on work performed under the contract.

Your attention is directed to the provision in the contract that costs of work performed prior to the date of the contract will not be allowed.

The starting point of work will be established by a Government engineer and further information in that matter will be given you at the time the "Operator's copy" of the contract is forwarded.

JWT:sr

Very truly yours,

W. M. Traver

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

cc Chairman Op. Comm. (2)
Subject
Harshman
Shaw
Townsend
Chron
Enclosures

400

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

RECEIVED
JUN 10 1955

224 New Customhouse
Denver 2, Colorado

Copy retained 400

June 9, 1955

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA-3546 (Tungsten), Mosch & Mosch (Big Cameron mine), Boulder County, Colorado

The basic lease, mentioned in your letter of June 6, 1955, is attached. Also attached is a copy of the applicant's new lease dated March 22, 1955 between Hetzer Mines, Inc., Lessor, and Hans Mosch and Alvin Mosch, Lessees.

Will you please teletype your approval so that this office may forward the contract to the applicants for signature.

Inasmuch as the Field Team, Region III recommended denial of this application, we will appreciate information for our future guidance as to the DMEA policy in matters of this nature.

W. M. Traver

W. M. Traver

Enclosures

not used

400

MEMORANDUM

To: Administrator, DMEA

From: Iron and Ferro-Alloys Division, DMEA

Subject: Denial of application for exploration assistance to the amount of $16,150.00
Docket No. DMEA-3546, Tungsten
Mosch, Brown and Mosch (partnership)
Big Cameron, et al. claims
Boulder County, Colorado.

Denial of the subject application is recommended by this Division and is based on the following information:

A contract was written on this property on April 16, 1952, Contract No. Idm-E292, (Docket No. DMEA-2100), to Brown, Eccker and Munroe. On account of Eccker and Munroe leaving the district the contract was recinded by request of Brown. This contract included a lease on the Silver Plate No. 1, claim.

A new ap lication, dated July 24, 1954 was made by Mosch, Brown and Mosch. (Docket No. DMEA-3546). This application only includedcthe west 300 feet of the Silver Plate No. 1, as this claim had been leased to Silver Spring. The application requested that this west 300 feet of the above claim be released from the Cold Spring contract, which was denied bthe DMEA. Brown withdrew from the partnership and assisgned his interests to Hans Mosch and Alvin Mosch. The application was amended to drop the west 300 feet of the Silver Plate No. 1, claim, and included the following claims:

Big Cameron,	Patented,	Survey Lot No. 19559
Fraktion	Patented,	Survey Lot No. ~~19559~~ 19972
Jack	Patented,	Survey Lot No. 18346

located in section 7, T. 1 S., R. 72 W., 6th P.M. Boulder County, Colorado.

The application included 100 feet of shaft sinking and 300 feet of drifting at acost of $16,150.00, Government participation 75 percent was $12, 112.50

With the inclusion of the west 300 feet of the Silver Plate No. 1, claim, a contract was recommended by the Field Team, but when this claim was drpped the Field Team recommended denial. Steel Plate ?

The Silver Plate vein is a strong quartz vein cutting through and between granites, aplites, pegmatites and gneiss, but apprently ends at a point about 250 feet within the Big Cameron claim. The tungsten is found in the mineral ferberite, occuring in veinlets, nodules and pods in minor amounts in the Big Cameron section of the vein. Steel?

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE ELECTRIC POWER ADMINISTRATION
WASHINGTON 25, D. C.

A 55 foot shaft and about 45 feet of drifting was completed by the Applicants on the Big Cameron claim. The shaft is close to the end line of the Silver Plate No. 1 claim.

The Applicants have mined and shipped 18,157 pounds of sorted ore whic assayed 6.42 percent WO_3 (1,165.14 pounds of WO_3 or

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE ELECTRIC POWER ADMINISTRATION
WASHINGTON 25, D. C.

Construction

1 30 foot headframe with sheave wheel	$ 2,450.00	
Hoist house and shop	2,000.00	
Connection and power line installations	1,850.00	
Total new construction		$ 6,300.00

Total estimated cost of project Stage

Hans Mosch
Alvin Mosch
Nederland, Colorado.

Re; Docket No. DMEA-3546, Tungsten
Big Cameron property
Boulder County, Colorado

Gentlemen:

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

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

Careful study of all our information, although noting small showing s of low grade tungsten mineraliztion on your property, indicate to us that the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation. We regret to advise you, therefore, that your application for exploration assistance is denied.

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

Sincerely yours,

TLC

Administrator

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE ELECTRIC POWER ADMINISTRATION
WASHINGTON 25, D. C.

JUN - 6 1955

Mr. W. M. Traver, Executive Officer
DMEA Field Team, Region III
224 New Custom House Building
Denver 2, Colorado

Re: Docket No. DMEA 3546 - Tungsten
Mosch and Mosch
Big Cameron mine
Boulder County, Colorado

Dear Mr. Traver:

Enclosed are the original and five copies of a proposed contract for an exploration program by the above-referenced applicant, signed by the Administrator for the Government, together with Exhibit "A" (1 page), Annex 1 (1 page), and 2 maps.

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

We do not have in this office a copy of the basic lease but we have a copy of an amendment to same. Before the contract is executed, the basic lease should be examined, either by our legal staff or your local counsel, whichever would be most expeditious.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Enclosures

APPROVED:

J. H. Hedges

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

cc: Docket
Oper. Committee
Adm. Reading File
Field Team, Reg. 3
Code 400
Thor Kiilsgaard, USGS
Robt. Holliday, USBM

TLChapman/ls
6/2/55

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

MAY 31 1955.

Memorandum

To: The Administrator, DMEA
Attention: W. S. Martin

From: Acting Assistant Solicitor, Defense Minerals

Subject: Docket No. DMEA-3546 (Tungsten) Mosch and Mosch
Boulder County, Colorado

As requested in Mr. Martin's memorandum dated May 19 we have prepared the attached contract.

The docket contains a copy of an amendment to the lease but not the basic lease, and a copy of the basic lease should be examined before the contract is executed.

The Consent to Lien of the lessor, Hetzer Mines, Inc., is required to be attached to the contract prior to execution.

The map "Figure 3 - Plan and Section of Big Cameron Mine . . .," has also been identified as "Figure 2." The latter identification should be marked out on the map as the contract recites the prior identification. The maps, Figures 1 and 3, should be attached prior to execution.

/s/ H. C. Rubin
For J. L. Hofflund
Acting Assistant Solicitor,
Defense Minerals

Attachment

HCRubin:gjb 5/31/55
Copy to: DMEA Docket
Sol. Docket
W. S. Martin (2)
J. L. Hofflund
H. C. Rubin
Chron. File

400

IN REPLY REFER TO:

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 13 1955

May 11, 1955

Copy initialed 200

Re: DMEA-3546
Mosch and Mosch
Big Cameron Mine
Boulder Co., Colo.
Tungsten

Memorandum

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

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

Subject: Review of Supplemental Report of Field Team, recommending denial of application

In my memorandum of May 5th, 1955, I failed to mention that stoping above the southwest drift has yielded 18,157 pounds of sorted ore containing 1,165.14 pounds (58.25 units) of WO_3. This is in addition to the 31 units recovered from 310 tons of material excavated in sinking the shaft and drifting. No figures are given as to the amount of material broken in the stoping, but it may be assumed the grade was well above the average, 0.1%, for the material excavated in sinking the shaft and driving the drift.

Probably this ore was stoped near the point sampled by the Bureau of Mines engineer. The sample, taken across 24 inches, assayed 1.52% WO_3. The Field Team report does not say whether or not the stope was producing at the time of the recent examination.

In sinking the 50± New Steel Plate shaft, 163.7 pounds (8.18 short ton units) of WO_3 were recovered. Probably 100± tons of material was handled $\left(\frac{5 \times 7 \times 50}{13}\right)$ giving an average of approximately .0818% WO_3. We are not told what the vein looked like at the shaft bottom. The Big Cameron shaft and drift appears to have averaged 0.1% and the fact that ore of better grade has been stoped does not change the average for the block between and near the two shafts. If stoping is continuing and there are other indicated pockets of good grade the average may rise. Otherwise the grade for the block of ground between and near the Big Cameron and New Steel Plate shafts would seem to be about 0.1% and there is no reason for thinking it will be better below the 50 foot horizon if, as stated, the change in wall rocks is an unfavorable factor.

The Field Team has good reasons for changing its opinion of the block of ground in question and the denial recommendation looks to be in order, but another inspection is recommended.

CC: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
R. W. Holliday, 3513 Interior

N. E. Nelson

N. E. Nelson

NENelson:hlm
G-5/11/55

IN REPLY REFER TO:

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

May 5, 1955

Re: DMEA-3546
Mosch and Mosch
Big Cameron Mine
Boulder Co., Colo.
Tungsten

Memorandum

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

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

Subject: Review of Supplemental Report of Field Team, recommending denial of application

This recommendation for denial is timely. If 310 tons of excavated material produced 31 short ton units of WO_3 the material averaged 0.1% WO_3. Such material is hardly commercial when mined from a narrow vein.

I concur with this recommendation of the Field Team.

N. E. Nelson

N. E. Nelson

NENelson:hlm
G-5/5/55

Copy to: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
R. W. Holliday, 3513 Interior

Field Team report sent in
by letter of 4-22-55

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

April 18, 1955

MEMORANDUM

To: Frank E. Johnson, Deputy Administrator, DMEA

From: Iron and Ferro-Alloys Division

Subject: Region III dockets

This Division has a total of four dockets that refer to applications from Region III. A summary of each follows:

DMEA 3701 - L. C. Harris

Formerly DMEA 1476 - denied July 1951, and denial reaffirmed October 29, 1951.
Formerly DMEA 3276 - denied April 15, 1954.

October 4, 1954	L. C. Harris called Division office to discuss denial.
November 1, 1954	Advised Field Team of L. C. Harris' conference and requested additional data.
November 8, 1954	Field Team will make exam.
February 28, 1955	Field Team report received. Contract recommended.
March 14, 1955	Rough draft of contract sent to Legal.
April 14, 1955	Contract sent to field for execution.

DMEA 3671 - Clements A. Rotner and Paul P. Ortega

February 7, 1955	Application received in Washington.
March 3, 1955	Application referred to Field Team for field examination.

DMEA 3607 - Manganese Corporation of Arizona

December 17, 1955	Application received in Washington.
December 29, 1955	Application referred to Field Team for field examination.

DMEA 3546 - Mosch, Brown, and Mosch (Region IV docket)

December 16, 1954	Field Team requests permission to release western 300 feet of Steel Plate No. 1 claim, Contract No. Idm-K54, to referenced applicant.
January 5, 1955	We tell Field Team such a release is not in the best interest of the Government.
January 24, 1955	Field Team requests decision.

January 26, 1955	We ask for copy of Field Team report.
January 27, 1955	Field Team report received.
February 8, 1955	We ask Field Team if applicants would be interested in smaller project on Big Cameron claim only. Field Team is advised that any production made from adjoining Steel Plate No. 1 claim would be subject to royalty under Contract No. Idm-E54.
February 3, 1955	One of applicants asks that application for exploration assistance be cancelled.
February 7, 1955	Same applicants ask that above request be deleted.
February 10, 1955	Field Team tells applicants that docket will be kept in line for further processing.
February 11, 1955	Field Team asks applicants if they will be interested in project confined to Big Cameron claim.
March 25, 1955	Field Team advises Washington that it recommends application be held active for at least 30 days.
March 22, 1955	Alvin Mosch and Hans Mosch advise DMEA that they have accepted from Mac Brown all of his interest in the Big Cameron claim. They now propose to sink the Big Cameron shaft 100 feet and drive a drift from the bottom of shaft 300 feet in a southwesterly direction.
March 28, 1955	Field Team advises Washington that it will submit supplemental report.
April 4, 1955	We advise Field Team that application will be held in abeyance until its report is received.

Agd

F. A. Rutledge, Acting Chief
Iron and Ferro-Alloys Division

cc: Mails & Files
Code 400
Adm. Read. File

FARutledge/ls
4/18/55

APR - 4 1955

400

Mr. W. M. Traver, Executive Officer
DMEA Field Team, Region III
224 New Custom House
Denver 2, Colorado

Re: Docket No. DMEA 3546 - Tungsten
Mosch, Brown, and Mosch
Big Cameron Mine
Boulder County, Colorado

Dear Mr. Traver:

This will acknowledge receipt of your letter of March 25, 1955, concerning the subject application.

We agree that the application should be held active for at least 30 days from March 25, 1955. Incidentally, we see no reason for setting a specific time limit in this case, because, according to our files, your letter to the applicant of February 7, 1955, (giving the applicant only 30 days to advise you further) was superseded by your letter to him of February 10, 1955 (stating that the docket would be kept in line for further processing).

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

/s/ R. D. Grace

Member, Geological Survey

cc: Docket
Code 400
Oper. Committee
Adm. Read. File
Thor Kiilsgaard, USGS
Robt. Holliday, USBM
Field Team, Region 3

WSMartin/ls
3/31/55

400

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

224 New Customhouse
Denver 2, Colorado

March 28, 1955

Memorandum

To: Chairman of the Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3546 (Tungsten), Mosch and Mosch, Big Cameron mine, Boulder County, Colorado

This has further reference to your letter of February 8, 1955 on the subject docket wherein you requested that we ascertain the applicant's reaction to confining the proposed exploration work to the Big Cameron claim.

Attached are two copies of the letter from the applicant partnership and two copies of an agreement and assignment from Mac Brown to Hans Mosch and Alvin Mosch.

The field examiners will be asked to prepare a supplemental report based on the proposal to confine all exploration work to the Big Cameron claim.

W. M. Traver

W. M. Traver

Enclosures

DMEA
Date Rec'd.
MAR 28 1955
BUREAU OF MINES
Denver, Colorado

Denver, Colorado
March 22, 1955

Dear Sirs: Re: DMEA-3546

We, Hans Mosch and Alvin Mosch, as partners with Mac Brown, accept from Mac Brown all his interests in The Big Cameron Lode Mining Claim, survey number 19559, Fraction Lode Mining Claim, U.S. survey number 18346 and the west 300 feet of the Steel Plate Number One Lode Mining Claim, U.S. survey number 19632.

We wish to continue with our DMEA assistance application and will accept the responsibilities of Mac Brown as invested in leasing the above mining claims. Our amended application should therefore be in a partnership consisting of Hans Mosch and Alvin Mosch.

We will perform the exploration work previously requested by the partnership of Mac Brown, Hans Mosch and Alvin Mosch.

Our intentions are to sink the Big Cameron shaft 100 feet and to drive a drift from the bottom of the vein 300 feet in a southwesterly direction on the Big Cameron vein.

We will not drift or sink on the west 300 feet of The Steel Plate Number One Lode Mining Claim.

Yours truly,

Alvin Mosch

Alvin Mosch

AGREEMENT AND ASSIGNMENT

For and in consideration of the sum of One ($1.00) Dollars, and other valuable considerations, I, MAC BROWN, of Arvada, Colorado, hereby do sell, assign, transfer, and convey unto HANS MOSCH and ALVIN MOSCH, also of Arvada, Colorado, all of my right, title, and interest, in and to a lease executed by Hetzer Mines, Inc., to Mac Brown, Hans Mosch and Alvin Mosch, on or about the 10th day of July, 1954, and amended September 29, 1954.

Said lease, as amended, covers the following claims:

The Big Cameron Lode Mining Claim, U. S. Survey Lot No. 19559;

Fraction Lode Mining Claim, U. S. Survey Lot No. 19972;

The Jack Lode Mining Claim, U. S. Survey No. 18346;

The West 300 feet of the Steel Plate No. 1 Lode Mining Claim, U. S. Survey No. 19632.

I further sell, assign, transfer and convey to the said Hans Mosch and Alvin Mosch, my entire right, title, and interest in and to the aforesaid claims, it being the intention of this instrument to vest the absolute title in and to said claims and interest in and to said lease, in the said Hans Mosch and Alvin Mosch.

TO HAVE AND TO HOLD unto the said Hans Mosch and Alvin Mosch, their heirs, successors, and assigns forever.

Witness my hand and seal this 22nd day of March, 1955.

Mac Brown

[illegible]

The above and foregoing instrument was acknowledged before me this 25th day of March, 1955, by Mac Brown.
Witness my hand and official seal.
My commission expires February 24, 1959.

Lucille D. Lane
Notary Public

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

224 New Customhouse
Denver 2, Colorado

March 28, 1955

Memorandum

To: J. F. Shaw
E. N. Harshman

From: DMEA Field Team, Region III

Subject: Docket DMEA 3546 (Tungsten), Mosch and Mosch, Big Cameron mine, Boulder County, Colorado

Attached is a copy of a letter from Alvin Mosch and a copy of the agreement and assignment from Mac Brown to Hans and Alvin Mosch.

Will you please prepare a supplemental report of examination based on the revised proposal to confine the exploration work to the Big Cameron claim.

The applicants state that since the time of the field examination three shipments of ore have been made from a stope above the 54 foot level, and that they are still mining ore from the property.

W. M. Traver

W. M. Traver

E. N. Harshman

E. N. Harshman

Enclosures

HMC:sr

cc Chairman Op. Comm. (2)
Connors
Harshman
Subject
Chron

400

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

224 New Customhouse
Denver 2, Colorado

APR 28 1955

March 25, 1955

400

Memorandum

To: Chairman, Operating Committee
Defense Minerals Exploration Administration

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3546 (Tungsten), Mosch, Brown, and Mosch, Big Cameron Mine, Boulder County, Colorado

This is to inform your office that one of the applicants was in this office on March 22, at which time he stated that they were making an attempt to comply with our request of February 11, 1955.

We therefore recommend that the application be held active for at least 30 days from this date, pending receipt of this information.

W. M. TRAVER,

W. M. Traver

RDB:ld

Copy to: J. F. Shaw
H. M. Connors
E. N. Harshman
Subject
Chron

400

224 New Customhouse
Denver 2, Colorado

February 11, 1955

Memorandum

To: Chairman of the Operating Committee

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA-3546 (Tungsten), Brown, Mosch and Mosch, Big Cameron Mine, Boulder County, Colorado

Enclosed is a copy of a letter to the applicants on the subject docket in accordance with your letter dated February 8, 1955.

We will advise you at a later date of the applicant's reaction to our letter.

W. M. TRAVER
W. M. Traver

Enclosure

224 New Customhouse
Denver 2, Colorado

February 11, 1955

Mac Brown
Hans Mosch
Alvin Mosch
Nederland, Colorado

Re: Docket DMEA-3546

Gentlemen:

Our Washington office advises that they would give consideration to an exploration project on the Big Cameron claim southwest of the Big Cameron shaft. The Steel Plate No. 1 claim is approximately 25 feet north and east of the Big Cameron shaft and has been subordinated to the Government under another DMEA project.

Would your partnership be interested in confining your exploration work on the vein southwest of the Big Cameron shaft? If so, will you please forward this office four copies of an amended application indicating the amount and kind of work you would choose to do in a southwesterly direction from the Big Cameron shaft.

Very truly yours,

W. M. TRAVER

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

HMC:pw
cc: Harshman
Chairman Op.Comm. (2)
Shaw
Subject
Chron

402

OFFICE OF THE DMEA
Defense Minerals Administration
RECEIVED
FEB 14 1955

Copy [illegible]

224 New Customhouse
Denver 2, Colorado

February 10, 1955

Mr. Max Brown
5672 Wadsworth Avenue
Arvada, Colorado

Re: Docket DMEA-3546

Dear Mr. Brown:

This will acknowledge receipt of your letter dated February 7, 1955 requesting that we disregard your letter of February 3, 1955 relative to the cancellation of your DMEA application for exploration aid on the Big Cameron Mine.

This docket will be kept in line for further processing.

Very truly yours,

W. M. TRAVER

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

WMC:pw

cc: Shaw
Harshman
Connors
Subject
Chron
Chairman Op. Com. (2)

400

224 New Customhouse
Denver 2, Colorado

Copy retained 400

February 7, 1955

Memorandum

To: Chairman, Operating Committee

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA-3546 (Tungsten), Mosch, Brown, and Mosch, Big Cameron mine, Boulder County, Colorado

Enclosed is a copy of a letter from Mac Brown, one of the partners in the subject docket, and a copy of our reply.

W. M. TRAVER

W. M. Traver

Enclosures

BMC;pw

224 New Customhouse
Denver 2, Colorado

February 7, 1955

Mr. Mac Brown
5672 Wadsworth Avenue
Arvada, Colorado

Re: Docket DMEA-3546

Dear Mr. Brown:

This will acknowledge receipt of your letter dated February 3, 1955 in which you request that the application for DMEA Exploration assistance on the Cameron Mine be cancelled in so far as you are concerned.

If we do not hear from you within thirty days, we will close this docket.

Very truly yours,

W. M. TRAVER

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

WMC:pw

cc: Subject
Chron
Chairman Op.Comm. (2)
Shaw
Harshman
Connors

400

FEB 8 1955

402

Mr. W. M. Traver, Executive Officer
DMEA Field Team, Region III
224 New Customhouse Building
Denver 2, Colorado

Re: Docket No. DMEA 3546-Tungsten
Brown, Mosch and Mosch
Big Cameron Mine
Boulder County, Colorado

Dear Mr. Traver:

Reference is made to the above-docketed application for exploration assistance and our exchange of correspondence initiated by your letter of December 16, 1954, and resulting in your letter of January 26, 1955, with attached Field Team geologic and engineering reports.

As Cold Spring Tungsten, Inc., is liable for royalties on any ores mined on the Steel Plate No. 1 claim, we see no advantage to the Government in transferring any part of this claim to another operator.

We will, however, consider an application for a small exploration project on the Big Cameron claim if Brown, Mosch and Mosch care to apply. The Big Cameron shaft is close to the end line of the same-named claim; and if ore should be mined from the Steel Plate No. 1 claim and extracted through the Big Cameron shaft, Cold Spring Tungsten, Inc., would then be liable to the Government for payment of the royalty, either directly or by the lessee.

We suggest that you ascertain the applicant's reaction to the foregoing.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

cc: Docket
FT, Reg. 3
Code 400
Adm. Read. File
Oper. Committee
W. McInnis, USBM
T. Kiilsgaard, USGS

TLChapman/WSMartin/ls
2/7/55

HEN

224 New Customhouse
Denver 2, Colorado

January 26, 1955

Memorandum

To: Secretary to the Operating Committee

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket No. DMEA 3546, Contract Idm-E54, Brown, Mosch, & Mosch, Report of Examination

In compliance with your teletype request January 26,1955 enclosed is one copy of the subject Report of Examination, DMEA Docket No. 3546.

Additional Washington office copies will be transmitted in the regular manner.

W. M. TRAVER

W. M. Traver

Enclosure

EDB:pw

Personally hand-carried

Dept. of the Interior
Defense Minerals Exploration
Administration
[illegible](a) Revolving Fund, Defense
Production Act, Interior
(Allocated Working Fund to the Office
of the Secretary)

TELETYPE

JAN 26 1955

W. M. Treuer, Executive Officer
DMEA Field Team, Region III
Denver, Colorado

Before replying wrtt rcwrlet January 11 Dockets DMEA 1447 and 9546 we require more specific information on monies Brown, Mesch and Mesch project. Please airmail copy field team report.

George C. Selfridge
Chairman, Operating Committee

WMartin/fce
1/26/55
cc to: Docket
Code 1000
Adm. Reading File
Operating Committee
FT. REG. III
W. McInnis, USBM
T. N. Kiilsgaard, USGS

SENT

Clerical Service Section

NDARD FORM No. 14
PPROVED BY THE PRESIDENT
MARCH 10, 1926

TELEGRAM

OFFICIAL BUSINESS—GOVERNMENT RATES

FROM Dept of the Interior
Defense Minerals Exploration
BUREAU Administration
14X4401(01) Revolving Fund, Defense
CHG. APPROPRIATION Production Act, Interior
(Allocated working Fund to the Office of the Secretary)

10—1723 U. S. GOVERNMENT PRINTING OFFICE

T E L E T Y P E

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

Reurtt Dockets DMEA 1447 and 3546. We are preparing an amendment No. 19 to Contract Idm-E54 deleting land for which you requested exemption. Amendment to become effective when Brown, Mosch and Mosch contract is executed.

George C. Aldridge
Chairman, Operating Committee

400

C
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P
Y

TELETYPE

DN 235 BUREAU MINES 1-24-55 4-39PM

CHAIRMAN, OPERATING COMMITTEE

DMEA

RE DOCKET DMEA 1447, CONTRACT IDM-E54, DOCKET 3546, BROWN MOSCH AND MOSCH, LAST PARAGRAPH OF OUR MEMORANDUM JANUARY 11. PLEASE TELETYPE ADVICE AS TO YOUR DECISION IN THE MATTER.

W M TRAVER

Rec'd. 1-26
Stated T.T. to
original copy of
T.T. regarding 3546.

400

JAN - 5 1955

3546

Mr. W. M. King, Executive Officer
DMEA FieldTeam, Region IV
224 New Customhouse Building
Denver 2, Colorado

Re: Docket No. DMEA 1447 - Tungsten
Cold Spring Tungsten, Inc.
Cold Spring mine
Boulder County, Colorado
Contract No. Idm-254

and

Docket No. DMEA 3546 - Tungsten
Brown, Mosch, and Mosch
Big Cameron mine
Boulder County, Colorado

Dear Mr. King:

Reference is made to the subject dockets and your letter of December 16, 1954, requesting an amendment that would delete the western 300 feet of the Steel Plate No. 1 lode mining claim from the land set forth under Article 2 of Contract No. Idm-254, in order to include the same area under a new contract which the DMEA Field Team, Region IV, will approve on Docket No. DMEA 3546.

By Amendment No. 13 to Contract No. Idm-254, the following claims were substituted for the property previously described under Article 2 - Operator's Property Rights.

"Cold Spring, Gem, Missing Link, Side Line, Corner, Germania, Orange Blossom, Magnolia, Lotus Bluss, Pansy Blossom, Survey Number 18340; Tenderfoot, Sur. No. 19048; Gold Ribbon, Survey No. 19559, except west 400 feet thereof; Rose, Sur. No. 19954; Steel Plate No. 1, Sur. No. 19632, in Secs. 7 and 8, T. 1 W.; R. 72 W., 6th P.M.; and a tract of land 600 feet square in the southwest corner of the northwest quarter of the northwest quarter of Sec. 8, T. 1 S., R. 72 W., 6th P.M."

The Annex covering certification and repayment was added by Amendment No. 18 to Contract No. Idm-254, and, in case of certification, royalty would be payable on all production from the land described in Article 2.

The total accepted cost of the exploration under Contract No. Idm-E54 was $178,627.86, of which the Government's share at 75% was $133,970.90. As of October 1, 1954, the operator had paid the Government royalty in the amount of $38,601.01. In addition, known reserves should repay in royalties some $6,000.00 more, or a total of about one-third of the amount spent by the Government. We do not, therefore, see how it could be to the Government's advantage to delete any of the ground subject to royalty under Contract No. Idm-E54.

In a somewhat similar case, however, we have by agreement extended the repay period to make all royalty payable to the account of the original contract until the funds expended by the Government under that contract have been repaid, whereupon all succeeding royalty payments will be payable to the account of the second contract.

Your comments and recommendations on this matter will be appreciated.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

APPROVED:

J. H. Hedges

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

cc: DOCKET
CODE 400
FIELD TEAM, REG. IV
OPER. COMMITTEE
ADM. READ. FILE
R. W. GEHMAN, USBM
THOR KIILSGAARD, USGS

EARatledge/ls
12/27/54

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

DEC 30 1954

WSM

Memorandum

To: The Administrator, DMEA
Attention: Mr. W. S. Martin

From: Acting Assistant Solicitor, Defense Minerals

Subject: Docket No. DMEA-1447, Cold Spring Tungsten, Inc. Contract No. Idm-854 (Tungsten) and Docket No. DMEA-3546, Brown, Moosh, and Moosh (Tungsten)

Reference is made to a letter prepared for the signature of the Chairman of the Operating Committee to the Executive Officer, Region IV, in response to the memorandum of the Executive Officer to the Operating Committee dated December 16. I do not understand either the memorandum or the proposed letter, but I think the facts in the matter are as follows:

Cold Spring Tungsten is a lessee, and is paying royalty under its Contract No. Idm-854, Docket No. DMEA-1447, on production which is being made in advance of any certification. This production, at present at least, does not come from one parcel of the leased land which it is now desired to include in a contract the application for which is pending from Brown, Moosh, and Moosh under Docket No. DMEA-3546. The Executive Officer, I believe, suggests that this parcel be released of any liability for royalty under the Cold Spring contract and be made subject to any royalty that may accrue under the proposed Brown, Moosh, and Moosh contract.

The proposed letter from the Operating Committee to the Executive Officer states:

> "We do not . . . see how it could be to the Government's advantage to delete any of the ground subject to royalty under Contract No. Idm-854 [the existing contract with Cold Spring]."

Whether or not it would be to the advantage of the Government to clear this parcel of the Government's claim for royalty under the existing contract and subject it to a claim for royalty under the proposed new contract depends on the facts and circumstances of the case. If the Government considers that the proposed exploration project under the new contract would be beneficial, and that the operator (Brown, Noach, and Noach) will not enter into it without the inclusion of the parcel from the existing contract free and clear of royalty claim, the advantage of carrying out the Executive Officer's proposal is apparent.

If Gold Spring Tungsten considers the parcel in question to be valuable for production under their project, presumably they would not be willing to release it for further exploration under the project of Brown, Noach, and Noach. At any rate, it would not seem reasonable to me to expect an operator to release some part of its ground to a new operator and still hold the ground subject to royalties from the first operator. Assuming that there is small likelihood of production from this parcel under the existing contract with Gold Spring Tungsten, I can see no objection to releasing the Government's royalty claim against it under that contract and making it subject to any claim that may accrue under the proposed new contract with a new operator. Of course, the problem is essentially for administrative rather than legal determination.

I think that the proposed letter from the Operating Committee to the Executive Officer requires further consideration and restatement.

J. L. Hofflund

J. L. Hofflund
Acting Assistant Solicitor
Defense Minerals

Attachments

JLHofflund/emd
Copy to: DMEA Docket (2)
Solicitor's Docket
W. S. Martin (2)
J. L. Hofflund
chron.