Summitville Smelter Returns

1971 Production

Shipments	Net Weight lbs.	%H_2O	Dry Weight	Concentrate Grade	Cu Content (-1 unit x 97½%)	Cu Value	Gold & Silver	Total	Less: Smelter Charge + Surcharge	Freight & Other	Royalties 8½%	Tax Reserve 2%	Net Return
June													
56119	131100	9.32	118881	30.09	33717	$15940	$1739	$17679	$1889	$1763	$1174	-	$12853 + 1174
56100	127100	8.07	116843	34.04	37640	17794	1738	19532	2000	1716	1327	-	14489
56110	121600	7.78	112140	33.81	35874	16959	1760	18719	1851	1640	1277	-	13951
September													
56123	145500	6.68	135781	30.07	38491	18173	1806	19979	2321	1644	1341	-	14673
55380	146340	7.95	134706	30.99	39395	18600	1962	20562	2257	1654	1395	-	15256
55207	146820	8.70	134047	28.90	36471	17220	1734	18954	2195	1659	1263	297	13540
55447	145220	6.63	135592	28.34	36144	16850	1662	18512	2225	1641	1225	288	13133
55361	151180	7.50	139842	24.88	32567	15182	1524	16706	2158	1707	1070	252	11519
November													
55375	130820	9.30	118654	30.15	33722	15073	1705	16778	1806	1592	1119	263	11998
56146	127400	8.40	116698	29.50	32428	14495	1664	16159	1769	1595	1070	252	11473
55503	102880	9.38	93230	42.715	37919	16949	2129	19078	1574	1591	1338	315	14260
December													
56124	120920	15.20	102540	40.31	39301	17567	2559	20126	1831	1484	1412	332	15067
56107	105880	12.73	92401								1501		13600 est.
January													
56164													13000 est.

Summitville Smelter Returns

1971 Production

Shipments	Net Weight Lbs.	H2O	Dry Weight	Concentrate Grade	Cu Content (-1 unit x 97½%)	Cu Value	Gold & Silver	Total	Less: Smelter Charge + Surcharge	Freight & Other	Royalties 8½%	Tax Reserve 2%	Net Return
June													
56119	131100	9.32	118881	30.09	33717	$15940	$1739	$17679	$1889	$1763	$1174	-	$12853
56100	127100	8.07	116843	34.04	37640	17794	1733	19532	2000	1716	1327	-	14489
56110	121600	7.78	112140	33.81	35874	16959	1760	18719	1851	1640	1277	-	13951
August													
56123	145500	6.68	135781	30.07	38491	18173	1806	19979	2321	1644	1341	-	14673
56130	146340	7.95	134706	30.99	39395	18600	1962	20562	2257	1654	1395	-	15256
56207	146320	8.70	134047	28.90	36471	17220	1734	18954	2195	1659	1263	297	13540
56347	145290	6.63	135692	28.34	36144	16850	1662	18512	2225	1641	1225	288	13133
[illegible]	151180	7.50	139842	24.88	32567	15182	1524	16706	2158	1707	1070	252	11519
November													
[illegible]	[illegible]	9.30	118654	30.15	33722	15073	1705	16778	1806	1592	1119	263	11998
56146	127400	8.40	116698	29.50	32428	14495	1664	16159	1769	1595	1070	252	11473
56303	102230	9.38	93230	42.715	37919	16949	2129	19078	1574	1591	1338	315	14260
December													
56124	120920	15.20	102540	40.31	39301	17567	2559	20126	1831	1484	1412	332	15067
56107	105880	12.73	92401										13600 est.
February													
56164													13000 est.

February 17, 1973. As of this date, no payment, arrangement for payment, or any correspondence received by OME from I. F. Moore in response to request of December 5, 1972, and January 11, 1973.

February 22, 1973. Memorandum to Otto Aho, Field Solicitor, Reno, Nevada, from C. Brewster Chapman, Associate Solicitor, DOI, enclosing pertinent documents on the case and urging personal interview with Irving F. Moore to determine if W. S. Moore Company intends to pay the $11,242.47 plus interest due on royalty, and to determine if Mr. Moore wishes to make any offer of compromise.

March 5, 1973. Memorandum to C. Brewster Chapman from Otto Aho stating that Irving F. Moore had been contacted. Moore said Kirkemo's letter of Dec. 5, 1972, demanding payment had been referred to his attorneys. Moore stated that his attorneys, who are not in Reno, would make preliminary reply to Kirkemo's letter, and would confer with Aho on March 27 in Reno.

March 27, 1973. Memorandum to C. Brewster Chapman from Otto Aho reporting on conference on March 27 with Dexter A. Larsen, Duluth, Minnesota, attorney for Wheeler Properties, Inc., and Irving and Warren Moore as individuals. Larsen promised to send a full statement by end of next week on non-liability of his clients. Larsen indicated that Irving and Warren Moore have no further connection with W. S. Moore Company, and are not liable for debts incurred by the company. He also contended that no royalties are due because: 1. OME contract applied only to gold and silver; 2. No gold or silver produced on the property covered by the contract; 3. The only production was copper; 4. No Government funds expended in production of copper; 5. W. S. Moore Co. expended its own money to produce copper; 6. As the contract did not apply to copper, the Government is not entitled to any royalty on production of copper.

April 10, 1973. Memorandum to C. Brewster Chapman from Otto Aho enclosing letter of April 5 from Dexter A. Larsen regarding liability of firms and persons involved in the OME contract.

May 9, 1973. Memorandum to Chief, OME, from Field Officer, Region III, reviewing letter of April 5 to Otto Aho from Dexter A. Larsen. Notes that copper values were cut in the OME drilling and copper assays were paid for with OME funds. Concludes that the project discovered gold, silver and copper, in quantities sufficient to warrant certifying the contract.

May 22, 1973. Six page memorandum to Chief, OME, from Associate Solicitor--General Legal Services concerning contentions in letter of April 5 to Otto Aho from Dexter A. Larsen. Recommends that an additional demand for payment of royalty due be made on Summitville, Inc.

December 26, 1974.	Memorandum to Chief, OME, from Field Officer, Region III. Notes that Eighth Wonder claim was not included in the OME contract but mentions possibility of rights to royalty under extralateral rights. Describes intercepts by drill holes completed on the contract.
Jan. 7, 1975.	Letter to John H. Tippit from Harold Kirkemo regarding royalties due under the contract. Amount would be calculated from maps and recent data obtained from Hasler.
January 13, 1975.	Letter to John H. Tippit, from J. W. Hasler concerning lease of Summitville property to AS&R. Reminds Tippit of need to protect Government's interests. Requests two copies of lease.
February 25, 1975.	Memorandum to Chief, OME, from Field Officer, Region III, transmitting two copies of mining lease between Reynolds Mining Company and AS&R. Notes that W. S. Moore Company disclaims owing royalty.
March 2, 1975.	Letter to Harold Kirkemo from AS&R. instructing us to communicate hereafter with Stephen Von Fay, Supervisor, Rocky Mountain Division of Exploration Dept., 1805 South Bellaire St., Denver, Colo. 80222.
August 13, 1976.	Letter to John H. Tippit from Field Officer, Region III, thanking him for assisting in Hasler's inspection trip of the property on July 26-27.
August 13, 1976.	Letter to Dennis J. Krasowski, Geologist, AS&R thanking him for accompanying Hasler during inspection of property on July 26-27.
August 13, 1976.	Thank-you letter to Mr. Von Fay from Field Officer, Region III, for hospitality shown on inspection trip.
August 4, 1976.	Memorandum to Chief, OME, from Field Officer, Region III, reporting on inspection trip July 26-27, 1976. No production by ASARCO since 1974. Missionary shaft is caved, flooded and inaccessible. ASARCO will do no development work until appraisal of mine area is completed which may not be for a year or more.

June 4. 1973. Letter to Dexter A. Larsen from Harold Kirkemo, stating that reply to his letter of April 5 to Otto Aho will be prepared after study.

June 28, 1973. Letter to Trust Department, Colorado National Bank, Denver, Colo. from Harold Kirkemo stating that DMEA-4643, Contract Idm-E1107 was closed, but requirement for payment of royalty under OME 6344, Contract 2189 was in effect until May 22, 1976.

July 2, 1973. Letter to Harold Kirkemo from Warren S. Moore stating that Kirkemo's letter of June 28 was forwarded to Wheeler Properties, Inc., in Reno, Nevada, and that Wheeler is responsible for the affairs of W. S. Moore Co.

July 17, 1973. Memorandum to Chief, OME, from Field Officer, Region III, reviewing production data obtained from R. A. Hildebrand, President, Polaris Resources.

Shipment records by Robert B. Slosser, Mine Supt. show:

July 1-Dec. 15, 1970.
513 tons containing 37,102 lbs. Cu from Annie and Tewsksbury veins. Based on 90% recovery would yield 33,392 lbs. Cu @ 56¢/lb. would gross $18,699.52.

Oct. 21, 1970.
Stockpile of 7,163 tons, 2.1% Cu, from Missionary vein through the Cleveland Cliffs shaft.

June 24, 1970.
Stockpile of 5,650 tons containing 1.5% Cu from Missionary vein. At 90% recovery would yield 162,720 lbs. Cu @ 0.56¢/lb. = $91,123.20.

October 25, 1973. Memorandum to Chief, OME, from Field Officer, Region III, relaying information obtained from Norman Blake, Deputy Commissioner of Mines (Colorado) on developments in the Summitville mine in 1969, 1970-72.

Maps sent with memo indicate possibility for 1,736 tons of material from the Missionary vein that may be subject to royalty. Estimates royalty due at $2,161.12 from mine workings on First and Second Levels from Missionary shaft.

December 6, 1973. Memorandum to Chief, OME, from Field Officer, Region III, amending tonnage and royalty estimates in memo of October 25, 1973. (Erroneously includes Eighth Wonder claim with claims subject to OME royalty.) Concludes with estimate of $4,943.40 due in royalties.

U. S. v. Robert Friedland

Repository Name: USGS - Spokane
Repository Location: Spokane, Washington
File Bates No. BOMSPOK 0001
File Owner: USGS - Docket No. OME-6344
File Location: Spokane, Washington

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
5/22/73	Memorandum (memo)	response to request for legal advice on requirement to pay royalty on certain production from Summitville	6	Chief, OME	C. Brewster Chapman, Jr., DOI Office of the Solicitor.	none	CBI	Privilege asserted for pages 1,2 and 5 only, other pages released; copy of same document in file BOMSPOK 0002
1964	Remarks OME 6344 (notes)	handwritten notes with chronology of work at the mine from 6/64 to 10/64	4	unspecified, unspecified	unspecified, unspecified	none	CBI	
2/64	OME Reference Map Summittvile Mines, Plate 1 (map)	maps showing locations of exploration targets and underground workings	1	unspecified, unspecified	unspecified, DOI US Geological Service	none	CBI	2 copies in this file
12/5/72	Letter (letter)	response regarding royalty due to government	9	Irving F. Moore, Wheeler Properties Inc.	Harold Kirkemo, Chief, DOI Office of Minerals Exploration	W.S. Moore Co. R.A. Hildebrand, Polaris Resources William A. Trebilock, Trebilock Mining Inc. Director's reading file Mineral Resources OME Docket OME Reading File OME Region III CLMartin	CBI	Privilege asserted for page 2, and pages 1-3 of the attachment only, other pages released copy of letter only in file BOMSPOK 0002

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
11/66	Review of Contract 2189, WS Moore Co. (operator) Summitville Mines (report)	report of review describing purpose of project, contract terms, estimated costs	3	unspecified, unspecified	C.E. Fisher, Auditor, DOI Office of Survey and Review, Audit Operations	none	CBI	
8/8/66	Justification for Amendment No. 4 (memo)	memo detailing reasons for amending contract and copy of amendment No. 4	7	File, DOI Office of Minerals Exploration	R.M. Smith & Harold Kirkemo, DOI Office of Minerals Exploration	Director's reading file Division file Economic Geology file OME Docket OME reading file	CBI	
5/11/65	Exploration Contract, W.S. Moore Co. OME-6344 Amendment No. 3 (contract)	Amendment No. 3 to exploration contract	1	unspecified, unspecified	Acting Director, DOI, Office of Minerals Exploration	W.S. Moore Long Selfridge Solicitor's Office Johnson	CBI	
1/65	Geochemical Map, North Annie Vein Area (map)	map of North Annie vein	1	unspecified, unspecified	Charles Melbye, Geological Engineer, W.S. Moore Co., Summitville Mines	none	CBI	copy of same map in file BOMSPOK 0002; 2 copies in this file
8/28/64	Exploration Contract, W.S. Moore Co. OME-6344, Amendment No. 1 (contract)	Amendment No. 1 of exploration contract	2	unspecified, unspecified	Frank E. Johnson, Acting Director, DOI Office of Minerals Exploration	W.S.Moore Co. Murphy Long Talbert Solicitor's Office	CBI	
8/24/64	Memorandum (memo)	documenting receipt of information from operator regarding change in contract, exploration area	1	File, DOI Office of Minerals Exploration	F.M. Murphy, Mining Engineer, DOI Office of Minerals Exploration, Division of Exploration Operations	Director's Reading File Docket	CBI	

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
not dated	Exploration Contract, W.S. Moore Co., OME-6344, Exhibit A (contract exhibit)	description of work and costs	7	unspecified, DOI Office of Minerals Exploration [?]	unspecified, W.S. Moore Co.	none	CBI	copy of same document in file BOMSPOK 0002
9/20/60	Unreadable (map)	map of Summitville mine workings, tunnels, adits	1	unspecified, unspecified	unspecified, unspecified	none	CBI	
2/64	Geologic Map, Tewksbury Pipe (map)	shows cross-section, adits	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0002
not dated	Copy of General Land Office Map of Summitville Area (map)	shows patented claims	1	unspecified, unspecified	unspecified, unpsecified	none	CBI	copy of same map in file BOMSPOK 0002
~~not dated~~	~~Map Showing Fractional Areas Held by Unpatented Locations, Summitville Mine (map)~~RELEASED	~~shows unpatented claims~~	~~1~~	~~unspecified, unspecified~~	~~unspecified, unpsecified~~	~~none~~	~~CBI~~	~~copy of same map in file BOMSPOK 0002~~
2/64	Geologic Map, Copper Hill Knob Area (map)	shows veins, proposed drill holes	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0002
3/64	Geologic Map, Esmond-Pickens Cross-Vein Area (map)	shows veins, proposed bulldozer cuts	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0002
not dated	Surface Sketch Map, Dexter Vein (map)	shows proposed drilling	1	unspecified, unspecified	unspecified, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0002

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
3/17/64	Revisions to Application for Financial Assistance in Minerals Exploration (report)	reasons for revising drilling area, description of proposed work, cost estimates	10	unspecified, unspecified	unspecified, W.S. Moore Co.	none	CBI	
2/16/64	Application for Financial Assistance in Minerals Exploration (report)	OME contract application, including description of operations, maps	22	unspecified, DOI Office of Minerals Exploration [?]	unspecified, W.S. Moore Co.	none	CBI	privilege applies to pages 5-22 only
6/26/67	Memorandum (memorandum)	description of contract purpose, work, results to date	2	Chief, DOI Office of Minerals Exploration	J. William Hasler, Field Officer, DOI Ofice of Minerals Exploration	none	CBI	
8/8/66	Exploration Contract, W.S. Moore Co., OME-6344, Amendment No. 4 (contract)	draft Amendment No. 4 to exploration contract, amending description of work	3	unspecified, unspecified	unspecified, DOI Office of Minerals Exploration [?]	none	CBI	
6/21/66	Memorandum (memorandum)	response to memo, description of proposed work	1	Chief, DOI Office of Minerals Exploration	J. William Hasler, Field Officer, DOI Office of Minerals Exploration	none	CBI	
5/23/66	Memorandum (memorandum)	response to memo, justification of proposed contract amendment	1	Chief, DOI Office of Minerals Exploration	J. William Hasler, Field Officer, DOI Office of Minerals Exploration	none	CBI	
4/27/66	Memorandum (memorandum)	description of proposed additional exploration	1	Chief, DOI Office of Minerals Exploration	J. William Hasler, Field Officer, DOI Office of Minerals Exploration	none	CBI	
3/30/66	Letter (letter)	description of proposed additional exploration	2	J. William Hasler, DOI Office of Minerals Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co.	CBI	

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
2/18/66	Memorandum (memorandum)	description of operator's desire to do additional exploration work	1	Chief, DOI Office of Minerals Exploration	J. William Hasler, Field Officer, DOI Office of Minerals Exploration	Chief, OME 6344 Chron Hasler	CBI	
9/20/65	June-August, 1965 Narrative Report, Summitville Mines Project, W.S. Moore Co., Rio Grande County, Colorado (report)	report of exploration work during 6-8/1966	3	unspecified, DOI Office of Minerals Exploration	Charles E. Melbye, Geological Engineer, Consultant, W.S. Moore Co.	none	CBI	
5/5/65	Exploration Contract, W.S. Moore Co., OME-6344, Amendment No. 3 (contract)	draft Amendment No. 3 to exploration contract	2	unspecified, unspecified	unspecified, DOI Office of Minerals Exploration[?]	none	CBI	
9/2/65	Letter (letter)	description of additional exploration work	1	Hugh M. Connors, DOI Office of Minerals Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	none	CBI	
11/26/65, 10/30/65	Operator's Monthly Voucher & Progress Report for month of Sept. 1965 (report)	report of Stage I and II costs, exploration work completed	11	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	CBI	
11/26/65	Corrections to Operator's Monthly Voucher for month of Sept. 1965 (report)	corrected report of Stage I exploration work	4	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	CBI	
9/27/65	Operator's Monthly Voucher & Progress Report for month of June-August 1965 (report)	report of Stage I costs, exploration work	5	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	CBI	

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
7/27/65	Memorandum (memorandum)	discussion of proposed exploration work	2	Acting Field Office, DOI Office of Minerals Exploration	Frank E. Johnson, Chief, DOI Office of Minerals Exploration	Director's Reading File Division Economic Geology File OME File OME Reading File George C. Selfridge (2)	CBI	
7/14/65	Letter (letter)	description of, justification for proposed additional exploration work	3	Hugh M. Connors, DOI Office of Minerals Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co.	CBI	
12/64	Geologic-Assay Map, Missionary Vein (map)	location of ore body and drill holes	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	CBI	
12/64	Geochemical Map, Missionary Vein (map)	contour map	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	CBI	
5/5/65	Memorandum (memorandum)	discussion regarding additional exploration work	2	Acting Field Officer, Region III, DOI Office of Minerals Exploration	George C. Selfridge, Chief, DOI Office of Minerals Exploration	Director's Reading File Docket Review Committee Mr. Selfridge	CBI	
4/15/65	Letter (letter)	review of present status, description of proposed additional work	3	Hugh M. Connors, DOI Office of Minerals Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co.	CBI	
not dated	OME-6344--Contract 2189 (notes)	handwritten notes with Stages I and II costs	2	File, unspecified	unspecified, DOI Office of Minerals Exploration [?]	none	CBI	
11/24/64	Operator's Monthly Voucher & Progress Report for month of October 1964 (report)	report of Stage II costs, exploration work	6	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	CBI	

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
11/64	Geologic Assay Log, Hole T-4 (map)	map of assays, N 60°E looking NW	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	CBI	
10/24/64	Operator's Monthly Voucher & Progress Report for month of September 1964 (report)	report of costs and operations for Stages I and II	12	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	CBI	
9/64	Geologic Assay Log, Hole T-1 & T-3 (map)	shows section looking north along coord. 7100N	1	unspecified, unspecified	Charles E. Melbey [sic], Geologic Engineer, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0002
10/64	Geologic Asay Log, Holes GD-3 & SD-1 (map)	shows section looking west along coord. 12,200N	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0002
2/64	Hidden Vein Vertical Long Section (map)	shows looking S 30° W, OME Stage I bulldozer cuts	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0002
9/64	Geologic Map, South Tewksbury Area (map)	shows location of quarry, vein	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0002
9/21/64	Operator's Monthly Voucher & Progress Report for month of August 1964 (report)	report of completed work, costs	10	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	CBI	copy of same document in file BOMSPOK 0002
9/29/64	Letter (letter)	drilling second hole on Stage II, description of assays	2	Hugh M. Connors, DOI Office of Minerals Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co. (Reno, Summitville)	CBI	

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
8/20/64	Operator's Monthly Voucher & Progress Report for month of June-July 1964 (report)	report of completed work, costs	10	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	CBI	copy of same document in file BOMSPOK 0002
8/64	Geologic Assay Log, Hole T-1 (map)	shows section looking north	1	unspecified, unspecified	unspecified, W.S. Moore Co.	none	CBI	copy of same document in file BOMSPOK 0002
not dated	Exploration Contract, W.S. Moore Co., OME-6344, Amendment No. 1 (contract)	unsigned amendment No. 1 to exploration contract	1	unspecified, unspecified	unspecified, DOI Office of Minerals Exploration [?]	none	CBI	
8/24/64	Exploration Contract, W.S. Moore Co., OME-6344, Amendment No. 1 (contract)	draft contract amendment No. 1	2	unspecified, unspecified	unspecified, DOI Office of Minerals Exploration[?]	none	CBI	
8/13/64	Letter (letter)	description of progress, preliminary findings	2	Hugh M. Connors, DOI Office of Minerals Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co. (Reno, Summitville)	CBI	
5/18/64	Draft starting with page 2, Exhibit A (report)	draft description of exploration work, costs	7	unspecified, unspecified	unspecified, unspecified	none	CBI	
not dated	Moore 3rd draft (notes)	handwritten note describing exploration Stage I and II	3	unspecified, unspecified	unspecified, unspecified	none	CBI	
not dated	Exploration Contract, W.S. Moore Co. Exhibit A (contract exhibit)	draft [?] exhibit with exploration information	6	unspecified, unspecified	unspecified, unspecified	none	CBI	

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
4/17/64	Exploration Contract, W.S. Moore Co., OME-6344, Exhibit A (contract exhibit)	draft exhibit A stating purpose of project, exploration proposed, costs	7	unspecified, unspecified	unspecified, unspecified	none	CBI	
4/4/64	Letter (letter)	description of exploration work	1	W.R. Griswold, Chief, DOI Office of Minerals Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co.	CBI	
3/31/64	Letter (letter)	questions about work proposed for exploration contract	1	Charles E. Melbye, W.S. Moore Co.	W.R. Griswold, Chief, DOI Office of Minerals Exploration	W.S. Moore Co. Director's Redng File Region III Docket	CBI	
3/12/64	Memorandum (memorandum)	production records for Summitville	1	George C. Selfridge, Chief, DOI Office of Minerals Exploration	Hugh M. Connors, Acting Field Officer, DOI Office of Minerals Exploration	none	CBI	
3/10/64	Memorandum (memorandum)	discussion of proposed exploration at Summitville and Nye Molybdenum	2	Acting Field Officer, Region III, DOI Office of Minerals Exploration	George C. Selfridge, Chief, DOI Office of Minerals Exploration	Director's Reading File Review Committee Mr. Selfridge Docket OME-6231 Docket OME-6344	CBI	
3/10/64	Memorandum (memorandum)	discussion of proposed exploration of possible OME contract at Summitville, contract at Nye Molybdenum	3	File, DOI Office of Minerals Exploration	George C. Selfridge, Chief, DOI Office of Minerals Exploration	Director's Reading File Docket OME-6231 Docket OME-6344 Mr. Selfridge	CBI	

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U. S. v. Robert Friedland

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File Location: Spokane, Washington

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
5/22/73	Memorandum (memo)	response to request for legal advice on requirement to pay royalty on certain production from Summitville	6	Chief, OME	C. Brewster Chapman, Jr., DOI Office of the Solicitor.	none	Statute	copy of same document in file BOMSPOK 0002
1964	Remarks OME 6344 (notes)	handwritten notes with chronology of work at the mine from 6/64 to 10/64	4	unspecified, unspecified	unspecified, unspecified	none	Statute	
2/64	OME Reference Map Summittvile Mines, Plate 1 (map)	maps showing locations of exploration targets and underground workings	1	unspecified, unspecified	unspecified, DOI US Geological Service	none	Statute	2 copies in this file
12/5/72	Letter (letter)	response regarding royalty due to government	9	Irving F. Moore, Wheeler Properties Inc.	Harold Kirkemo, Chief, DOI Office of Minerals Exploration	W.S. Moore Co. R.A. Hildebrand, Polaris Resources William A. Trebilock, Trebilock Mining Inc. Director's reading file Mineral Resources OME Docket OME Reading File OME Region III CLMartin	Statute	copy of letter only in file BOMSPOK 0002
11/66	Review of Contract 2189, WS Moore Co. (operator) Summitville Mines (report)	report of review describing purpose of project, contract terms, estimated costs	3	unspecified, unspecified	C.E. Fisher, Auditor, DOI Office of Survey and Review, Audit Operations	none	Statute	

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Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
8/8/66	Justification for Amendment No. 4 (memo)	memo detailing reasons for amending contract and copy of amendment No. 4	7	File, DOI Office of Minerals Exploration	R.M. Smith & Harold Kirkemo, DOI Office of Minerals Exploration	Director's reading file Division file Economic Geology file OME Docket OME reading file	Statute	
5/11/65	Exploration Contract, W.S. Moore Co. OME-6344 Amendment No. 3 (contract)	Amendment No. 3 to exploration contract	1	unspecified, unspecified	Acting Director, DOI, Office of Minerals Exploration	W.S. Moore Long Selfridge Solicitor's Office Johnson	Statute	
1/65	Geochemical Map, North Annie Vein Area (map)	map of North Annie vein	1	unspecified, unspecified	Charles Melbye, Geological Engineer, W.S. Moore Co., Summitville Mines	none	Statute	copy of same map in file BOMSPOK 0002; 2 copies in this file
8/28/64	Exploration Contract, W.S. Moore Co. OME-6344, Amendment No. 1 (contract)	Amendment No. 1 of exploration contract	2	unspecified, unspecified	Frank E. Johnson, Acting Director, DOI Office of Minerals Exploration	W.S.Moore Co. Murphy Long Talbert Solicitor's Office	Statute	
8/24/64	Memorandum (memo)	documenting receipt of information from operator regarding change in contract, exploration area	1	File, DOI Office of Minerals Exploration	F.M. Murphy, Mining Engineer, DOI Office of Minerals Exploration, Division of Exploration Operations	Director's Reading File Docket	Statute	
not dated	Exploration Contract, W.S. Moore Co., OME-6344, Exhibit A (contract exhibit)	description of work and costs	7	unspecified, DOI Office of Minerals Exploration [?]	unspecified, W.S. Moore Co.	none	Statute	copy of same document in file BOMSPOK 0002
9/20/60	Unreadable (map)	map of Summitville mine workings, tunnels, adits	1	unspecified, unspecified	unspecified, unspecified	none	Statute	

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
2/64	Geologic Map, Tewksbury Pipe (map)	shows cross-section, adits	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0002
not dated	Copy of General Land Office Map of Summitville Area (map)	shows patented claims	1	unspecified, unspecified	unspecified, unpsecified	none	Statute	copy of same map in file BOMSPOK 0002
not dated	Map Showing Fractional Areas Held by Unpatented Locations, Summitville Mine (map)	shows unpatented claims	1	unspecified, unspecified	unspecified, unpsecified	none	Statute	copy of same map in file BOMSPOK 0002
2/64	Geologic Map, Copper Hill Knob Area (map)	shows veins, proposed drill holes	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0002
3/64	Geologic Map, Esmond-Pickens Cross-Vein Area (map)	shows veins, proposed bulldozer cuts	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0002
not dated	Surface Sketch Map, Dexter Vein (map)	shows proposed drilling	1	unspecified, unspecified	unspecified, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0002
3/17/64	Revisions to Application for Financial Assistance in Minerals Exploration (report)	reasons for revising drilling area, description of proposed work, cost estimates	10	unspecified, unspecified	unspecified, W.S. Moore Co.	none	Statute	

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Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
2/16/64	Application for Financial Assistance in Minerals Exploration (report)	OME contract application, including description of operations, maps	22	unspecified, DOI Office of Minerals Exploration [?]	unspecified, W.S. Moore Co.	none	Statute	privilege applies to pages 5-22 only
6/26/67	Memorandum (memorandum)	description of contract purpose, work, results to date	2	Chief, DOI Office of Minerals Exploration	J. William Hasler, Field Officer, DOI Ofice of Minerals Exploration	none	Statute	
8/8/66	Exploration Contract, W.S. Moore Co., OME-6344, Amendment No. 4 (contract)	draft Amendment No. 4 to exploration contract, amending description of work	3	unspecified, unspecified	unspecified, DOI Office of Minerals Exploration [?]	none	Statute	
6/21/66	Memorandum (memorandum)	response to memo, description of proposed work	1	Chief, DOI Office of Minerals Exploration	J. William Hasler, Field Officer, DOI Office of Minerals Exploration	none	Statute	
5/23/66	Memorandum (memorandum)	response to memo, justification of proposed contract amendment	1	Chief, DOI Office of Minerals Exploration	J. William Hasler, Field Officer, DOI Office of Minerals Exploration	none	Statute	
4/27/66	Memorandum (memorandum)	description of proposed additional exploration	1	Chief, DOI Office of Minerals Exploration	J. William Hasler, Field Officer, DOI Office of Minerals Exploration	none	Statute	
3/30/66	Letter (letter)	description of proposed additional exploration	2	J. William Hasler, DOI Office of Minerals Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co.	Statute	
2/18/66	Memorandum (memorandum)	description of operator's desire to do additional exploration work	1	Chief, DOI Office of Minerals Exploration	J. William Hasler, Field Officer, DOI Office of Minerals Exploration	Chief, OME 6344 Chron Hasler	Statute	

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
9/20/65	June-August, 1965 Narrative Report, Summitville Mines Project, W.S. Moore Co., Rio Grande County, Colorado (report)	report of exploration work during 6-8/1966	3	unspecified, DOI Office of Minerals Exploration	Charles E. Melbye, Geological Engineer, Consultant, W.S. Moore Co.	none	Statute	
5/5/65	Exploration Contract, W.S. Moore Co., OME-6344, Amendment No. 3 (contract)	draft Amendment No. 3 to exploration contract	2	unspecified, unspecified	unspecified, DOI Office of Minerals Exploration[?]	none	Statute	
9/2/65	Letter (letter)	description of additional exploration work	1	Hugh M. Connors, DOI Office of Minerals Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	none	Statute	
11/26/65, 10/30/65	Operator's Monthly Voucher & Progress Report for month of Sept. 1965 (report)	report of Stage I and II costs, exploration work completed	11	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	
11/26/65	Corrections to Operator's Monthly Voucher for month of Sept. 1965 (report)	corrected report of Stage I exploration work	4	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	
9/27/65	Operator's Monthly Voucher & Progress Report for month of June-August 1965 (report)	report of Stage I costs, exploration work	5	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
7/27/65	Memorandum (memorandum)	discussion of proposed exploration work	2	Acting Field Office, DOI Office of Minerals Exploration	Frank E. Johnson, Chief, DOI Office of Minerals Exploration	Director's Reading File Division Economic Geology File OME File OME Reading File George C. Selfridge (2)	Statute	
7/14/65	Letter (letter)	description of, justification for proposed additional exploration work	3	Hugh M. Connors, DOI Office of Minerals Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co.	Statute	
12/64	Geologic-Assay Map, Missionary Vein (map)	location of ore body and drill holes	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	
12/64	Geochemical Map, Missionary Vein (map)	contour map	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	Statute	
5/5/65	Memorandum (memorandum)	discussion regarding additional exploration work	2	Acting Field Officer, Region III, DOI Office of Minerals Exploration	George C. Selfridge, Chief, DOI Office of Minerals Exploration	Director's Reading File Docket Review Committee Mr. Selfridge	Statute	
4/15/65	Letter (letter)	review of present status, description of proposed additional work	3	Hugh M. Connors, DOI Office of Minerals Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co.	Statute	
not dated	OME-6344--Contract 2189 (notes)	handwritten notes with Stages I and II costs	2	File, unspecified	unspecified, DOI Office of Minerals Exploration [?]	none	Statute	
11/24/64	Operator's Monthly Voucher & Progress Report for month of October 1964 (report)	report of Stage II costs, exploration work	6	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
11/64	Geologic Assay Log, Hole T-4 (map)	map of assays, N 60°E looking NW	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	
10/24/64	Operator's Monthly Voucher & Progress Report for month of September 1964 (report)	report of costs and operations for Stages I and II	12	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	
9/64	Geologic Assay Log, Hole T-1 & T-3 (map)	shows section looking north along coord. 7100N	1	unspecified, unspecified	Charles E. Melbey [sic], Geologic Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0002
10/64	Geologic Asay Log, Holes GD-3 & SD-1 (map)	shows section looking west along coord. 12,200N	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0002
2/64	Hidden Vein Vertical Long Section (map)	shows looking S 30° W, OME Stage I bulldozer cuts	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0002
9/64	Geologic Map, South Tewksbury Area (map)	shows location of quarry, vein	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0002
9/21/64	Operator's Monthly Voucher & Progress Report for month of August 1964 (report)	report of completed work, costs	10	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	copy of same document in file BOMSPOK 0002
9/29/64	Letter (letter)	drilling second hole on Stage II, description of assays	2	Hugh M. Connors, DOI Office of Minerals Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co. (Reno, Summitville)	Statute	

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Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
8/20/64	Operator's Monthly Voucher & Progress Report for month of June-July 1964 (report)	report of completed work, costs	10	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	copy of same document in file BOMSPOK 0002
8/64	Geologic Assay Log, Hole T-1 (map)	shows section looking north	1	unspecified, unspecified	unspecified, W.S. Moore Co.	none	Statute	copy of same document in file BOMSPOK 0002
not dated	Exploration Contract, W.S. Moore Co., OME-6344, Amendment No. 1 (contract)	unsigned amendment No. 1 to exploration contract	1	unspecified, unspecified	unspecified, DOI Office of Minerals Exploration [?]	none	Statute	
8/24/64	Exploration Contract, W.S. Moore Co., OME-6344, Amendment No. 1 (contract)	draft contract amendment No. 1	2	unspecified, unspecified	unspecified, DOI Office of Minerals Exploration[?]	none	Statute	
8/13/64	Letter (letter)	description of progress, preliminary findings	2	Hugh M. Connors, DOI Office of Minerals Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co. (Reno, Summitville)	Statute	
5/18/64	Draft starting with page 2, Exhibit A (report)	draft description of exploration work, costs	7	unspecified, unspecified	unspecified, unspecified	none	Statute	
not dated	Moore 3rd draft (notes)	handwritten note describing exploration Stage I and II	3	unspecified, unspecified	unspecified, unspecified	none	Statute	
not dated	Exploration Contract, W.S. Moore Co. Exhibit A (contract exhibit)	draft [?] exhibit with exploration information	6	unspecified, unspecified	unspecified, unspecified	none	Statute	

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
4/17/64	Exploration Contract, W.S. Moore Co., OME-6344, Exhibit A (contract exhibit)	draft exhibit A stating purpose of project, exploration proposed, costs	7	unspecified, unspecified	unspecified, unspecified	none	Statute	
4/4/64	Letter (letter)	description of exploration work	1	W.R. Griswold, Chief, DOI Office of Minerals Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co.	Statute	
3/31/64	Letter (letter)	questions about work proposed for exploration contract	1	Charles E. Melbye, W.S. Moore Co.	W.R. Griswold, Chief, DOI Office of Minerals Exploration	W.S. Moore Co. Director's Redng File Region III Docket	Statute	
3/12/64	Memorandum (memorandum)	production records for Summitville	1	George C. Selfridge, Chief, DOI Office of Minerals Exploration	Hugh M. Connors, Acting Field Officer, DOI Office of Minerals Exploration	none	Statute	
3/10/64	Memorandum (memorandum)	discussion of proposed exploration at Summitville and Nye Molybdenum	2	Acting Field Officer, Region III, DOI Office of Minerals Exploration	George C. Selfridge, Chief, DOI Office of Minerals Exploration	Director's Reading File Review Committee Mr. Selfridge Docket OME-6231 Docket OME-6344	Statute	
3/10/64	Memorandum (memorandum)	discussion of proposed exploration of possible OME contract at Summitville, contract at Nye Molybdenum	3	File, DOI Office of Minerals Exploration	George C. Selfridge, Chief, DOI Office of Minerals Exploration	Director's Reading File Docket OME-6231 Docket OME-6344 Mr. Selfridge	Statute	

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Repository Name: USGS - Spokane
Repository Location: Spokane, Washington
File Bates No. BOMSPOK 0001 through BOMSPOK 0004
File Owner: Bureau of Mines - DMEA
File Location: Spokane, Washington

Bates #	Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
0001	5/22/73	Memorandum (memo)	response to request for legal advice on requirement to pay royalty on certain production from Summitville	6	Chief, OME	C. Brewster Chapman, Jr., DOI Office of the Solicitor.	none	Statute	copy of same document in file BOMSPOK 0002
0001	1964	Remarks OME 6344 (notes)	handwritten notes with chronology of work at the mine from 6/64 to 10/64	4	unspecified, unspecified	unspecified, unspecified	none	Statute	
0001	2/64	OME Reference Map Summittvile Mines, Plate 1 (map)	maps showing locations of exploration targets and underground workings	1	unspecified, unspecified	unspecified, DOI US Geological Survey	none	Statute	2 copies in this file
0001	12/5/72	Letter (letter)	response regarding royalty due to government	9	Irving F. Moore, Wheeler Properties Inc.	Harold Kirkemo, Chief, DOI Office of Mineral Exploration	W.S. Moore Co. R.A. Hildebrand, Polaris Resources William A. Trebilock, Trebilock Mining Inc. Director's reading file Mineral Resources OME Docket OME Reading File OME Region III CLMartin	Statute	copy of letter only in file BOMSPOK 0002

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Bates #	Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
0001	11/66	Review of Contract 2189, WS Moore Co. (operator) Summitville Mines (report)	report of review describing purpose of project, contract terms, estimated costs	3	unspecified, unspecified	C.E. Fisher, Auditor, DOI Office of Survey and Review, Audit Operations	none	Statute	
0001	8/8/66	Justification for Amendment No. 4 (memo)	memo detailing reasons for amending contract and copy of amendment No. 4	7	File, DOI Office of Mineral Exploration	R.M. Smith & Harold Kirkemo, DOI Office of Mineral Exploration	Director's reading file Division file Economic Geology file OME Docket OME reading file	Statute	
0001	5/11/65	Exploration Contract, W.S. Moore Co. OME-6344 Amendment No. 3 (contract)	Amendment No. 3 to exploration contract	1	unspecified, unspecified	Acting Director, DOI, Office of Mineral Exploration	W.S. Moore Long Selfridge Solicitor's Office Johnson	Statute	
0001	1/65	Geochemical Map, North Annie Vein Area (map)	map of North Annie vein	1	unspecified, unspecified	Charles Melbye, Geological Engineer, W.S. Moore Co., Summitville Mines	none	Statute	copy of same map in file BOMSPOK 0002; 2 copies in this file
0001	8/28/64	Exploration Contract, W.S. Moore Co. OME-6344, Amendment No. 1 (contract)	Amendment No. 1 of exploration contract	2	unspecified, unspecified	Frank E. Johnson, Acting Director, DOI Office of Mineral Exploration	W.S.Moore Co. Murphy Long Talbert Solicitor's Office	Statute	
0001	8/24/64	Memorandum (memo)	documenting receipt of information from operator regarding change in contract, exploration area	1	File, DOI Office of Mineral Exploration	F.M. Murphy, Mining Engineer, DOI Office of Mineral Exploration, Division of Exploration Operations	Director's Reading File Docket	Statute	

Bates #	Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
0001	not dated	Exploration Contract, W.S. Moore Co., OME-6344, Exhibit A (contract exhibit)	description of work and costs	7	unspecified, DOI Office of Mineral Exploration [?]	unspecified, W.S. Moore Co.	none	Statute	copy of same document in file BOMSPOK 0002
0001	9/20/60	Unreadable (map)	map of Summitville mine workings, tunnels, adits	1	unspecified, unspecified	unspecified, unspecified	none	Statute	
0001	2/64	Geologic Map, Tewksbury Pipe (map)	shows cross-section, adits	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0002
0001	not dated	Copy of General Land Office Map of Summitville Area (map)	shows patented claims	1	unspecified, unspecified	unspecified, unpsecified	none	Statute	copy of same map in file BOMSPOK 0002
0001	not dated	Map Showing Fractional Areas Held by Unpatented Locations, Summitville Mine (map)	shows unpatented claims	1	unspecified, unspecified	unspecified, unpsecified	none	Statute	copy of same map in file BOMSPOK 0002
0001	2/64	Geologic Map, Copper Hill Knob Area (map)	shows veins, proposed drill holes	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0002
0001	3/64	Geologic Map, Esmond-Pickens Cross-Vein Area (map)	shows veins, proposed bulldozer cuts	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0002
0001	not dated	Surface Sketch Map, Dexter Vein (map)	shows proposed drilling	1	unspecified, unspecified	unspecified, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0002

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Bates #	Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
0001	3/17/64	Revisions to Application for Financial Assistance in Minerals Exploration (report)	reasons for revising drilling area, description of proposed work, cost estimates	10	unspecified, unspecified	unspecified, W.S. Moore Co.	none	Statute	
0001	2/16/64	Application for Financial Assistance in Minerals Exploration (report)	OME contract application, including description of operations, maps	22	unspecified, DOI Office of Mineral Exploration [?]	unspecified, W.S. Moore Co.	none	Statute	privilege applies to pages 5-22 only
0001	6/26/67	Memorandum (memorandum)	description of contract purpose, work, results to date	2	Chief, DOI Office of Mineral Exploration	J. William Hasler, Field Officer, DOI Ofice of Minerals Exploration	none	Statute	
0001	8/8/66	Exploration Contract, W.S. Moore Co., OME-6344, Amendment No. 4 (contract)	draft Amendment No. 4 to exploration contract, amending description of work	3	unspecified, unspecified	unspecified, DOI Office of Mineral Exploration [?]	none	Statute	
0001	6/21/66	Memorandum (memorandum)	response to memo, description of proposed work	1	Chief, DOI Office of Mineral Exploration	J. William Hasler, Field Officer, DOI Office of Mineral Exploration	none	Statute	
0001	5/23/66	Memorandum (memorandum)	response to memo, justification of proposed contract amendment	1	Chief, DOI Office of Mineral Exploration	J. William Hasler, Field Officer, DOI Office of Mineral Exploration	none	Statute	
0001	4/27/66	Memorandum (memorandum)	description of proposed additional exploration	1	Chief, DOI Office of Mineral Exploration	J. William Hasler, Field Officer, DOI Office of Mineral Exploration	none	Statute	
0001	3/30/66	Letter (letter)	description of proposed additional exploration	2	J. William Hasler, DOI Office of Mineral Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co.	Statute	
0001	2/18/66	Memorandum (memorandum)	description of operator's desire to do additional exploration work	1	Chief, DOI Office of Mineral Exploration	J. William Hasler, Field Officer, DOI Office of Mineral Exploration	Chief, OME 6344 Chron Hasler	Statute	

Bates #	Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
0001	9/20/65	June-August, 1965 Narrative Report, Summitville Mines Project, W.S. Moore Co., Rio Grande County, Colorado (report)	report of exploration work during 6-8/1966	3	unspecified, DOI Office of Mineral Exploration	Charles E. Melbye, Geological Engineer, Consultant, W.S. Moore Co.	none	Statute	
0001	5/5/65	Exploration Contract, W.S. Moore Co., OME-6344, Amendment No. 3 (contract)	draft Amendment No. 3 to exploration contract	2	unspecified, unspecified	unspecified, DOI Office of Mineral Exploration[?]	none	Statute	
0001	9/2/65	Letter (letter)	description of additional exploration work	1	Hugh M. Connors, DOI Office of Mineral Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	none	Statute	
0001	11/26/65, 10/30/65	Operator's Monthly Voucher & Progress Report for month of Sept. 1965 (report)	report of Stage I and II costs, exploration work completed	11	unspecified, DOI Office of Mineral Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	
0001	11/26/65	Corrections to Operator's Monthly Voucher for month of Sept. 1965 (report)	corrected report of Stage I exploration work	4	unspecified, DOI Office of Mineral Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	
0001	9/27/65	Operator's Monthly Voucher & Progress Report for month of June-August 1965 (report)	report of Stage I costs, exploration work	5	unspecified, DOI Office of Mineral Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	

Bates #	Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
0001	7/27/65	Memorandum (memorandum)	discussion of proposed exploration work	2	Acting Field Office, DOI Office of Mineral Exploration	Frank E. Johnson, Chief, DOI Office of Mineral Exploration	Director's Reading File Division Economic Geology File OME File OME Reading File George C. Selfridge (2)	Statute	
0001	7/14/65	Letter (letter)	description of, justification for proposed additional exploration work	3	Hugh M. Connors, DOI Office of Mineral Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co.	Statute	
0001	12/64	Geologic-Assay Map, Missionary Vein (map)	location of ore body and drill holes	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	
0001	12/64	Geochemical Map, Missionary Vein (map)	contour map	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	Statute	
0001	5/5/65	Memorandum (memorandum)	discussion regarding additional exploration work	2	Acting Field Officer, Region III, DOI Office of Mineral Exploration	George C. Selfridge, Chief, DOI Office of Mineral Exploration	Director's Reading File Docket Review Committee Mr. Selfridge	Statute	
0001	4/15/65	Letter (letter)	review of present status, description of proposed additional work	3	Hugh M. Connors, DOI Office of Mineral Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co.	Statute	
0001	not dated	OME-6344--Contract 2189 (notes)	handwritten notes with Stages I and II costs	2	File, unspecified	unspecified, DOI Office of Mineral Exploration [?]	none	Statute	

Bates #	Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
0001	11/24/64	Operator's Monthly Voucher & Progress Report for month of October 1964 (report)	report of Stage II costs, exploration work	6	unspecified, DOI Office of Mineral Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	
0001	11/64	Geologic Assay Log, Hole T-4 (map)	map of assays, N 60°E looking NW	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	
0001	10/24/64	Operator's Monthly Voucher & Progress Report for month of September 1964 (report)	report of costs and operations for Stages I and II	12	unspecified, DOI Office of Mineral Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	
0001	9/64	Geologic Assay Log, Hole T-1 & T-3 (map)	shows section looking north along coord. 7100N	1	unspecified, unspecified	Charles E. Melbey [sic], Geologic Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0002
0001	10/64	Geologic Assay Log, Holes GD-3 & SD-1 (map)	shows section looking west along coord. 12,200N	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0002
0001	2/64	Hidden Vein Vertical Long Section (map)	shows looking S 30° W, OME Stage I bulldozer cuts	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0002
0001	9/64	Geologic Map, South Tewksbury Area (map)	shows location of quarry, vein	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0002
0001	9/21/64	Operator's Monthly Voucher & Progress Report for month of August 1964 (report)	report of completed work, costs	10	unspecified, DOI Office of Mineral Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	copy of same document in file BOMSPOK 0002

Bates #	Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
0001	9/29/64	Letter (letter)	drilling second hole on Stage II, description of assays	2	Hugh M. Connors, DOI Office of Mineral Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co. (Reno, Summitville)	Statute	
0001	8/20/64	Operator's Monthly Voucher & Progress Report for month of June-July 1964 (report)	report of completed work, costs	10	unspecified, DOI Office of Mineral Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	copy of same document in file BOMSPOK 0002
0001	8/64	Geologic Assay Log, Hole T-1 (map)	shows section looking north	1	unspecified, unspecified	unspecified, W.S. Moore Co.	none	Statute	copy of same document in file BOMSPOK 0002
0001	not dated	Exploration Contract, W.S. Moore Co., OME-6344, Amendment No. 1 (contract)	unsigned amendment No. 1 to exploration contract	1	unspecified, unspecified	unspecified, DOI Office of Mineral Exploration [?]	none	Statute	
0001	8/24/64	Exploration Contract, W.S. Moore Co., OME-6344, Amendment No. 1 (contract)	draft contract amendment No. 1	2	unspecified, unspecified	unspecified, DOI Office of Mineral Exploration[?]	none	Statute	
0001	8/13/64	Letter (letter)	description of progress, preliminary findings	2	Hugh M. Connors, DOI Office of Mineral Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co. (Reno, Summitville)	Statute	
0001	5/18/64	Draft starting with page 2, Exhibit A (report)	draft description of exploration work, costs	7	unspecified, unspecified	unspecified, unspecified	none	Statute	
0001	not dated	Moore 3rd draft (notes)	handwritten note describing exploration Stage I and II	3	unspecified, unspecified	unspecified, unspecified	none	Statute	
0001	not dated	Exploration Contract, W.S. Moore Co. Exhibit A (contract exhibit)	draft [?] exhibit with exploration information	6	unspecified, unspecified	unspecified, unspecified	none	Statute	

Bates #	Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
0001	4/17/64	Exploration Contract, W.S. Moore Co., OME-6344, Exhibit A (contract exhibit)	draft exhibit A stating purpose of project, exploration proposed, costs	7	unspecified, unspecified	unspecified, unspecified	none	Statute	
0001	4/4/64	Letter (letter)	description of exploration work	1	W.R. Griswold, Chief, DOI Office of Mineral Exploration	Charles E. Melbye, Consultant, W.S. Moore Co.	W.S. Moore Co.	Statute	
0001	3/31/64	Letter (letter)	questions about work proposed for exploration contract	1	Charles E. Melbye, W.S. Moore Co.	W.R. Griswold, Chief, DOI Office of Mineral Exploration	W.S. Moore Co. Director's Redng File Region III Docket	Statute	
0001	3/12/64	Memorandum (memorandum)	production records for Summitville	1	George C. Selfridge, Chief, DOI Office of Mineral Exploration	Hugh M. Connors, Acting Field Officer, DOI Office of Mineral Exploration	none	Statute	
0001	3/10/64	Memorandum (memorandum)	discussion of proposed exploration at Summitville and Nye Molybdenum	2	Acting Field Officer, Region III, DOI Office of Mineral Exploration	George C. Selfridge, Chief, DOI Office of Mineral Exploration	Director's Reading File Review Committee Mr. Selfridge Docket OME-6231 Docket OME-6344	Statute	
0001	3/10/64	Memorandum (memorandum)	discussion of proposed exploration of possible OME contract at Summitville, contract at Nye Molybdenum	3	File, DOI Office of Mineral Exploration	George C. Selfridge, Chief, DOI Office of Mineral Exploration	Director's Reading File Docket OME-6231 Docket OME-6344 Mr. Selfridge	Statute	

Bates #	Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
0002	11/24/64	Operator's Monthly Voucher & Progress Report for month of October 1964 (report)	description of exploration work, costs	6	unspecified, DOI Office of Mineral Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	
0002	11/64	Geologic Assay Log, Hole T-4 (map)	map of assays, N 60°E looking NW	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0001; 2 copies in this file
0002	10/24/64	Operator's Monthly Voucher & Progress Report for month of September 1964 (report)	report of costs and operations for Stages I and II	13	unspecified, DOI Office of Mineral Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	contains one additional page than copy in file BOMSPOK 0001
0002	9/64	Geologic Assay Log, Hole T-1 & T-3 (map)	shows section looking north along coord. 7100N	1	unspecified, unspecified	Charles E. Melbey [sic], Geologic Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0001; 2 copies in this file
0002	10/64	Geologic Assay Log, Holes GD-3 & SD-1 (map)	shows section looking west along coord. 12,200N	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0001; 2 copies in this file
0002	2/64	Hidden Vein Vertical Long Section (map)	shows looking S 30° W, OME Stage I bulldozer cuts	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0001; 3 copies in this file

Bates #	Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
0002	9/64	Geologic Map, South Tewksbury Area (map)	shows location of quarry, vein	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0001; 2 copies in this file
0002	9/21/64	Operator's Monthly Voucher & Progress Report for month of August 1964 (report)	report of completed work, costs	10	unspecified, DOI Office of Mineral Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	copy of same document in file BOMSPOK 0001
0002	8/20/64	Operator's Monthly Voucher & Progress Report for month of June-July 1964 (report)	report of completed work, costs	10	unspecified, DOI Office of Mineral Exploration	Warren S. Moore, W.S. Moore Co.	none	Statute	copy of same document in file BOMSPOK 0001
0002	8/64	Geologic Assay Log, Hole T-1 (map)	shows section looking north	1	unspecified, unspecified	unspecified, W.S. Moore Co.	none	Statute	copy of same document in file BOMSPOK 0001
0002	7/64	Annie Vein Dozer Cuts, Copper Hill Knob (map)	shows veins, cuts	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	Statute	2 copies in this file
0002	2/64	Geologic Map, Tewksbury Pipe (map)	shows proposed OME drilling, veins	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0001
0002	2/64	Geologic Map, Copper Hill Knob Area (map)	shows contours, veins, proposed drill holes	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0001
0002	3/64	Geologic Map, Esmond-Pickens Cross-Vein Area (map)	shows contours, veins, proposed cuts	1	unspecified, unspecified	Charles E. Melbye, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0001

Bates #	Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
0002	not dated	Surface Sketch Map, Dexter Vein (map)	shows proposed drilling	1	unspecified, unspecified	unspecified, W.S. Moore Co.	none	Statute	copy of same map in file BOMSPOK 0001
0002	not dated	Exploration Contract, W.S. Moore Co., OME-6344, Exhibit A (contract exhibit)	description of work and costs	7	unspecified, DOI Office of Mineral Exploration [?]	unspecified, W.S. Moore Co.	none	Statute	copy of same document in file BOMSPOK 0001
0002	not dated	Copy of General [land?] Office Map [of?] Summitville [Area] (map)	map of patented claims in Summitville area	1	unspecified, unspecified	unspecified, unspecified	none	Statute	some words on map are cut off, may have modification from GLO map; copy of what appears to be same map in file BOMSPOK 0001
0002	not dated	Map Showing Fractional Areas Held by Unpatented Locations, Summitville Mine (map)	shows Summitville unpatented claims	1	unspecified, unspecified	unspecified, unspecified	none	Statute	copy of same map in file BOMSPOK 0001
0002	not dated	Notes (notes)	chronology of items in the file	3	unspecified, unspecified	unspecified, DOI Office of Mineral Exploration [?]	none	Statute	
0002	not dated	Summitville Smelter Returns, 1971 Production (spreadsheet)	description of production, net smelter returns	2	unspecified, unspecified	unspecified, unspecified	none	Statute	

Bates #	Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
0002	5/22/73	Memorandum (memo)	response to request for legal advice on requirement to pay royalty on certain production from Summitville	6	Chief, OME	C. Brewster Chapman, Jr., DOI Office of the Solicitor.	none	Statute	copy of same document in file BOMSPOK 0001; 2 copies in this file
0002	not dated	Background and Summary Information, W.S. Moore Co., Summitville Mine (notes)	background on history of OME contract, chronology of production	9	unspecified, unspecified	unspecified, unspecified	none	Statute	
0002	12/26/74	Memorandum (memorandum)	discussion of royalty due, description of exploration work	2	Chief, DOI Office of Mineral Exploration	J. William Hasler, Field Officer, DOI Office of Mineral Exploration	none	Statute	
0002	12/6/73	Memorandum (memorandum)	discussion of maps, geology	2	Chief, DOI Office of Mineral Exploration	J. William Hasler, Field Officer, DOI Office of Mineral Exploration	none	Statute	
0002	10/25/73	Memorandum (memorandum)	discussion of exploration work performed	4	Chief, DOI Office of Mineral Exploration	J. William Hasler, Field Officer, DOI Office of Mineral Exploration	none	Statute	
0002	7/17/73	Memorandum (memorandum)	discussion of production information	4	Chief, DOI Office of Mineral Exploration	J. William Hasler, Field Officer, DOI Office of Mineral Exploration	none	Statute	
0002	5/9/73	Memorandum (memorandum)	discussion of facts in letter to Field Solicitor	8	Chief, DOI Office of Mineral Exploration	J. William Hasler, Field Officer, DOI Office of Mineral Exploration	none	Statute	
0002	not dated	None (notes)	copy of adding machine tapes showing net smelter returns, royalties, production	1	unspecified, unspecified	unspecified, unspecified	none	Statute	
0002	10/17/72	OME 6344, Contract 2189 (letter)	copies of settlement sheets	16	unspecified, DOI U.S. Geological Survey	Ben R. Petrie, ASARCO	none	Statute	

Bates #	Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
0002	not dated	Summitville Smelter Returns, 1971 Production (spreadsheet)	handwritten spreadsheet showing production, smelter returns	1	unspecified, unspecified	unspecified, unspecified	none	Statute	
0002	10/11/72	Memorandum (memorandum)	production figures from Summitville	2	Chief, DOI Office of Mineral Exploration	J. William Hasler, Field Officer, DOI Office of Mineral Exploration	none	Statute	
0002	not dated	Summary--Gross metal [unreadable] from smelter settlement sheets--Summitville Mine (before deductions) (notes)	handwritten notes showing production	2	unspecified, unspecified	unspecified, DOI Office of Mineral Exploration	none	Statute	
0002	7/28/72	Letter (letter)	discussion of production, royalty due	2	R.A. Hildebrand, Polaris Resources Inc. & Summitville Inc.	Harold Kirkemo, Chief, DOI Office of Mineral Exploration	Irving S. Moore, W.S. Moore Co. William Trebilcock, Trebilcock Mining Director's reading file Mineral Resources OME reading file Region III Mr. Kirkemo	Statute	
0002	7/14/72	Statement of Settlement, Summitville Inc. (settlement sheets)	description of production, returns, costs	6	unspecified, Summitville Inc.	unspecified, Tacoma Smelter	none	Statute	
0002	7/21/72	Letter (letter)	discussion of royalty due	2	Chief, DOI Office of Mineral Exploration	J. William Hasler, DOI Office of Mineral Exploration	none	Statute	

Bates #	Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
0002	6/4/71	Memorandum (memorandum/report)	final field report for OME-6344	6	Chief, DOI Office of Mineral Exploration	William L. Emerick, Assistant Chief, DOI Office of Mineral Exploration	none	Statute	
0002	1/18/68	Letter (letter)	final report of work under exploration contract	15	Frank E. Johnson, Chief, DOI Office of Mineral Exploration	J.M. Madsen, W.S. Moore Co.	none	Statute	
0002	various 8/64-9/65	Geologic Assay Log for Holes GH-1, GD-1, GSA-1, GSA-2 (maps)	assay logs	4	unspecified, unspecified	Charles E. Melbye, W.S. Moore Co.	none	Statute	
0002	8/64	Esmond-Pickens Dozer Cuts (map)	location of vein, cuts	1	unspecified, unspecified	Charles E. Melbye, W.S. Moore Co.	none	Statute	
0002	1/65	Geochemical Map, North Annie Vein Area (map)	map of North Annie vein	1	unspecified, unspecified	Charles Melbye, Geological Engineer, W.S. Moore Co., Summitville Mines	none	Statute	copy of same map in file BOMSPOK 0001
0002	8/64	Geologic Assay Log, Hole T-2 (map)	description of vein, assays	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	
0002	12/64	Longitudinal Section, North Dexter Vein (map)	description of vein	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	
0002	2/64	Dexter Vein, Vertical Long Section (map)	description of exploration work, looking N	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	
0002	12/64	Longitudinal Section, Tewksbury Vein (map)	description of vein, workings	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	

Bates #	Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
0003	various	Various (maps)	various	11	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	copy of same maps in file BOMSPOK 0001 and/or 0002
0004	various	Various (maps)	various	24	unspecified, unspecified	Charles E. Melbye, W.S. Moore Co.	none	Statute	copy of same maps in file BOMSPOK 0001 and/or BOMSPOK 0002
0004	10/17/67	Final Report Summitville Mines Project, W.S. Moore Co. (report)	report summarizing exploration work under contract	13	unspecified, unspecified	Charles E. Melbye, W.S. Moore Co.	none	Statute	
0004	12/63	Geologic Map, Reynolds Level (map)	shows vein, mineralization	1	unspecified, unspecified	Charles E. Melbye, W.S. Moore Co.	none	Statute	
0004	12/64	Longitudinal Section, Annie Vein (map)	shows mineralization, mine workings	1	unspecified, unspecified	Charles E. Melbye, W.S. Moore Co.	none	Statute	
0004	3/66	Ida-Annie Open Cuts (map)	shows open cuts, vein	1	unspecified, unspecified	Charles E. Melbye, W.S. Moore Co.	none	Statute	
0004	5/57	Reynolds Tunnel Level (map)	shows location for recommended exploration	1	unspecified, unspecified	D.H. Richter, unspecified	none	Statute	
0004	1/64	Annie Vein Cross-Section Along Hole A-2 (map)	shows cross section, mineralization	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	Statute	

MME Form 9
Rev. Nov. 65

UNITED STATES
DEPARTMENT OF THE INTERIOR
Geological Survey

OFFICIAL DOCKET FILE

Contract No. 2189 Docket No. 6344

Application
- [ ] Denied
- [ ] Withdrawn

Contract
- [ ] Terminated - Not Certified
- [ ] Terminated - Certified
- [ ] Cancelled
- [ ] Royalty Agreement

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

Folder No. 1:

Left Side

- [ ] Royalty Audits
- [x] Certification of Discovery 2-6-68
- [ ] Closing Letter
- [x] Cost Audits November 1966
- [x] Termination ~~Notice or~~ Agreement 7-3-67, eff.5-24-67
- [ ] Recision Notice
- [ ] Assignment of Contract
- [x] Contract Amendments
- [x] Contract with all exhibits and annexes Folder 1d-A
- [ ] Owner's Consent to Lien and Subordination Agreement
- [x] Application and Attachments
  Folder No. 1-Correspondence to 12/31/67
  Folder No.1-A " from 12/31/67 to

Right Side

- [ ] Project Summary (final)
- [ ] Work Completed Analysis (final)
- All other material filed in chronological order including the following reports if checked:
- [ ] Field Team Semiannual Report for Certified Project
- [ ] Final Field Team Report (Tab)
- [x] Operator's Final Report (Tab) 1-18-68
- [ ] Interim Field Team Reports
- [x] Operator's monthly reports and all attachments
- [ ] On-site Exam. Report (Tab)
- [ ] Settlement Sheets
- [ ] Drill Logs

Additional Folders:

Left Side

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

Right Side

- [ ] Field Team Semiannual Report for Certified Project
- [ ] Field Team Interim Reports
- [ ] Operator's Monthly Reports with Transmittal, Narrative and Maps

Folders No. 2 : Maps (Use pocket folder or envelope)

Folders No. _____: Settlement Sheets

Folders No. _____: Drill Logs

Folders No. _____: Royalty Material

72195-65

W. S. Moore Co. OMB-6.3447

Stage I

	Bulldozing	Drilling	core boxes	Bagging	Cu.
Contract	D-8-150hrs D-7-182hrs.	2250'	250	400 Blocks	100 Blocks
June-July	78	359.5	35	48	27
Aug.	(126) D-8 48	(1309.8) 230.3	(125) 70	no bagging	(230.05)
Sept.	(141) 19	(1534.8) 225	(155) 30	" "	(300.05)
Oct.	No work on Stage I				

W. S. Moore Co. OME-6344

Stage II

	Bulldozing	drilling	core boxes	assaying survey	
Contract	95 hrs (2.8)	6250'	600	800 $2000.00	180 $270.00
Sept 1964	24	305'	30	$36.50	
	(93)	(755)	(95)	$79.00	?
Oct "	9	450	45	$42.50	

Remarks (see attached map)

OME-6344

June-July, 1964. Work started June 19, bulldozing. 7 cuts in Ann. vein, Copper Hill Knob area completed. Au. Ag. & Cu. assays low. Stage II of this project does not appear warranted.

Hole T-1 in Tenksbury Pipe area completed at 357.5'

Mineralization 93'-110' 0.25 Au. and 3.54 Ag.

August, 1964 — 4 dozer cuts in Esmond-Pickens area completed, the 5th not dozed as assay and geologic results in this area were poor.

Hole GH-1 in Hidden Vein area completed 359.8'

Negative results including those from 4 bulldozer cuts do not justify drilling GH-2

Hole T-2 stage I (Tenksbury Pipe) completed 361.5'. Operator billed only 340.5'! [710' drilling allowed in this area but the total drilling for Stage I is the maximum.

Note

Mineralization T-2: 10'-40' 0.22 Au., 7.24 Ag.

Hole GD-1 (Dexter area) completed 250 feet under stage II

September 1964 — Completed 3 cuts in Tenksbury area.

Hole GD-3 completed 225 feet weak mineralization from 92'-114'. Hole ran into old workings.

Operator's hole SD-1 intersected wide ore-grade vein directly below GD-3.

Operator completed rehabilitation of Dexter adit.

Hole T-3 completed 300 feet. Intersected 2 veins. 5'-102 qu and 8.8 100.

October 1964. Hole T-4 completed, depth 450 feet. Cut vein from 408'-413' - True width 3.5' - Au. 0.04 oz, Ag 8.9 oz, Cu. 2.93%

REPORT OF REVIEW-CONTRACT 2189
DOCKET NO. OME-6344 (GOLD-SILVER)
W. S. MOORE COMPANY (OPERATOR)
SUMMITVILLE MINES
RIO GRANDE COUNTY, COLORADO

An examination of the disbursement records in the Branch of Budget and Finance, Administrative Division, U.S. Geological Survey and a review of the Office of Minerals Exploration contract files pertaining to the subject minerals exploration project was made at Washington, D.C., on October 25, 26, and 27, 1966.

The purpose of this project was to explore for ores of gold and silver in veins and locally mineralized wall rocks in areas of quartz latite porphyry by trenching and diamond drilling on 87 patented and unpatented claims located in the Summit mining district, Rio Grande County, Colorado. The exploration work was to be performed by the Operator with the Government reimbursing the Operator for 50 percent of allowable costs for work satisfactorily accomplished. The Operator was to begin the work on or before July 1, 1964, and complete it by May 22, 1966. Amendment No. 4 to the contract extended the time for completion of the work until November 22, 1967.

The contract, as amended, provides for total estimated cost of the project amounting to $81,440 with the Government's 50 percent participation being $40,720. This examination disclosed that the Operator has claimed costs aggregating $27,579.07 and has been reimbursed $13,789.53 representing the Government's 50 percent participation for work performed through September 1965.

UNITED STATES DEPARTMENT OF THE INTERIOR

OFFICE OF SURVEY AND REVIEW
AUDIT OPERATIONS
WASHINGTON, D.C.

REVIEW OF CONTRACT 2189
DOCKET NO. OME-6344 (GOLD-SILVER)
W.S. MOORE COMPANY (OPERATOR)
SUMMITVILLE MINES
RIO GRANDE COUNTY, COLORADO

Report Issued: November 1966

The following is a brief tabulation of work performed and costs claimed by the Operator and approved by the OME Field Officer, Region III, Denver, Colorado, as acceptable for Government participation.

Contract 2189 Item	CLAIMED AND ACCEPTED COSTS Stage I Units	Stage I Amount	State II Units	State II Amounts	Totals
Cat. (1) Independent Contracts					
Diamond drilling:					
NX Standard size @ $6.75/ft.	1469.8'	$9,921.15	1,347'	$9,092.25	$19,013.40
BX " "					
0-200' @ $6.25/ft.	-0-	-0-	6'	37.50	37.50
200-400' @ $6.75/ft.	-0-	-0-	105'	708.75	708.75
Non-core @ $5.50/ft.	65'	357.50	35'	192.50	550.00
Mobilization of equipment	1	250.00	-0-	-0-	250.00
Reaming and casing @ $4/ft.	28'	112.00	253'	1,012.00	1,124.00
Cementing and redrilling @ $10/hr.	32.5 hrs.	325.00	19 hrs.	190.00	515.00
Cementing materials		42.28		146.52	188.80
Cat. (3) Operating Materials and Supplies					
Cardboard core boxes @ $1 each	155	155.00	148	148.00	303.00
Fixed-Unit Costs					
Bulldozing-D8 or equivalent @ $17/hr.	141 hr.	2,397.00	49 hrs.	833.00	3,230.00
Incidental allowance of $0.40 per foot of drilling	1534.8'	613.92	1,493'	597.20	1,211.12
Assaying:					
Au and Ag @ $2.50	119	297.50	36	90.00	387.50
Cu @ $1.50	28	42.00	12	18.00	60.00
Total Costs		$14,513.35		$13,065.72	$27,579.07
Government's share 50%		7,256.67		6,532.86	13,789.53
Amount paid		7,256.67		6,532.86	13,789.53
Balance due		-0-		-0-	-0-

No exceptions have been taken to the settlements made with the Operator to this date.

C. E. Fisher

C. E. Fisher, Auditor

Reviewed By:

Dwight E. Savage

D. E. Savage, Office of Survey and Review

120 [illegible]
120 Kirkemo
110 Johnson
220
140 Lang
2/1/68 8-~~120M~~ BS
2/2 Kullgard
2/2 110 [illegible]
220
Bauer
120 M

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

AIRMAIL

W. S. Moore Co.
400 Torrey Building
Duluth, Minnesota 55802

Re: CMR-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mine
Rio Grande County, Colorado
Contract 2189

Gentlemen:

Pursuant to Articles 7 and 16 of the referenced contract, as amended, the Government hereby certifies that mineral or metal production may be possible as a result of the exploration work.

Therefore, royalties shall be paid to the Government as provided in the contract on all production from the land described in the contract from May 22, 1964, to May 22, 1976, or until the sum of $13,789.53 is fully repaid with interest at the rate of 6-1/2 percent per annum, whichever occurs first. The payment of royalties is secured by a lien upon the land and upon any production therefrom.

As in the case of Contract Ldm-21107, (DMEA-4643) which was certified January 12, 1962, royalty payments on any production computed as provided in the contract should be made in favor of the U. S. Geological Survey and should be mailed or delivered to the Field Officer, Region III, Office of Minerals Exploration, U. S. Geological Survey, Building 53, Room 203, Denver Federal Center, Denver, Colorado 80225. Each payment should be accompanied by two copies of settlement sheets or other suitable sales evidence showing the date of sale, the name of the purchaser, the quantity and grade of the production sold, the price per unit, and the gross proceeds and allowable deductions therefrom. The purchaser should be notified of the Government's royalty on production and directed to pay the royalty, computed as provided in the contract, directly to the Government.

The Field Officer should be promptly notified upon resumption of operations, of any production, and any cessation thereof. Production unsold or unused six months after extraction from the ground should be reported promptly to the Field Officer.

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

Dated this 6th day of February, 1968.

Sincerely yours,

FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

Copies to: The Reynolds-Morse Corporation

Mr. John R. Rigg and Mrs. Shirley A. Rigg

cc: Director's Reading File
Division File
Economic Geology File
Brnach of Budget & Finance
Mr. Long, Room 6554
OME Docket
OME Reading File
OME Region III
Frank E. Johnson
130 (2)
Mr. Smith

RMSmith/bsl 1/26/68

Government's Copy

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

TERMINATION AGREEMENT

It is agreed this 3rd day of July, 1967, between the United States of America, acting through the Department of the Interior, U. S. Geological Survey, hereinafter called the "Government," and W. S. Moore Co., hereinafter called the "Operator," parties to that certain Exploration Contract No. 2189 (OME-6344), dated May 22, 1964, as amended, hereinafter called the "Contract," that:

1. Effective May 24, 1967, 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 allowable costs incurred prior to said effective date.

3. The Operator shall promptly perform all winding-up and settlement actions provided for in the Contract, including furnishing to the Government three copies of a final report (in addition to the final monthly report) which shall include a geological and engineering evaluation of the results of the work performed under the Contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the related costs thereof.

4. The Operator, as principal if the Operator is the producer, or as surety if the Operator is not the producer (for example, if the Operator either transfers or fails to retain its interest in the land), shall pay to the Government the royalty on production provided for in the Contract in the same manner and amount, for the same period, and subject to the same conditions provided for in the Contract, as amended, as if certification of possible production had been made, such certification being hereby waived by the Operator. In addition, all rights of the Government provided for in the Contract with respect to a certification of possible production, percentage royalty and liens to secure payment thereof, reports (including preservation of Operator's records), accounts, audits, and the right to recover any overpayments are hereby preserved.

5. 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 Frank E. Johnson
Chief, Office of Minerals Exploration
U. S. Geological Survey

Long
Smith
Kirkham
Johnson
Dover
Hayes

W. S. MOORE CO.

By Warren S Moore

Title President

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
6/23/67	R M Smith	120
6/26/67	Kirkema	120
"	Johnson	110
		120M

June 26, 1967

Memorandum

To: The File

From: R. M. Smith, Office of Minerals Exploration

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Justification for terminating the contract

Indicated reserves of marginal grade were discovered by the part of the work completed. The Operator wishes to start mining these and former discoveries (DMEA-4643, Idm-E1107) and defer additional exploration for an indefinite time beyond the expiration date of the contract, November 22, 1967.

The project was successful and a Certification of Possible Production probably will be issued, but the size of the discovery is limited to indicated blocks (about 25' diameter) around each of the four holes. As the final reports and ore reserve estimates are not yet available and certification may not be warranted by the small size of the discoveries, I recommend that the Operator's request of May 24, 1967, to terminate the contract be approved, and that the Termination Agreement include a royalty agreement.

R. M. Smith

R. M. Smith

cc: Director's Reading File
Division File
Economic Geology File
OME Docket
OME Reading File
Mr. Smith

RMSmith/gla 6-23-67

23263

Government's Copy

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

AMENDMENT NO. 4

It is agreed this 18th day of August, 1966, between the United States of America, acting through the Department of the Interior, U. S. Geological Survey, hereinafter called the "Government," and W. S. Moore Co., hereinafter called the "Operator," that Exploration Contract 2189 (OME-6344), dated May 22, 1964, as amended, is further amended effective May 1, 1966, as follows:

1. In EXHIBIT A under the heading Description of the Work, Stage II:

(a) Descriptions of work for the Hidden Vein Subproject, Annie Vein Subproject, as amended, Dexter Vein Subproject, and Esmond-Pickens Cross Vein Subproject are deleted.

(b) The following description of work is added to the Tewskbury Pipe Subproject, as amended:

Four holes in addition to the four holes previously drilled shall be drilled from the surface to explore the vein and mineralized wall rock at approximately the elevations and positions shown on Figure 2 entitled, "Longitudinal Section, Tewksbury Vein, Showing Drill Holes T-1 through T-4 and Proposed Drill Holes T-5 through T-8, Summitville Mines, Rio Grande County, Colorado," which is attached and made part hereof. The number, bearing, inclination, and length of each hole are approximately as follows:

Hole No.	Bearing	Inclination	Length feet
T-5	S. 60° W.	-29°	225
T-6	S. 76° W.	-50°	275
T-7	S. 69° W.	-45°	300
T-8	S. 69° W.	-50°	250
	Total		1,050

(c) The following description of Subproject work is added:

Annie-Ida Vein Subproject

Six holes, A-1 through A-6, may be drilled from the surface to explore mineralized wall rock and the Annie-Ida vein. Holes A-1 through A-4 shall be drilled from the sites approximately as indicated on Figure 3 entitled, "Map Showing Locations of Proposed Drill Holes A-1 through A-4, Tentative Locations of Holes A-5 and A-6, and Outline of Possible Ore Body, Annie-Ida Vein, Summitville Mines, Rio Grande County, Colorado," which is attached and made part hereof. Holes A-5 and A-6 may be drilled in accordance with specifications mutually agreed upon by the Government and Operator.

The number, bearing, inclination, and length of each hole are approximately as follows:

Hole No.	Bearing	Inclination	Length feet
A-1	N. 50° E.	-30°	150
A-2	S. 50° W.	-25°	100
A-3	N. 50° E.	-30°	150
A-4	S. 30° W.	-35°	250
A-5 (tentative)	N. 50° E.	-30°	150
A-6 (tentative)	S. 80° W.	-15°	150
	Total		950

2. The Government will contribute to the cost of site preparation at the Tewksbury Pipe and Annie-Ida vein subprojects, Stage II, to the extent of hours of bulldozing (approximately 62 hours) remaining from the total allowable (95 hours) under the contract. Funds for the cost of diamond drilling, operating materials and supplies, and fixed unit cost items shall be met from funds remaining under Stage II of the contract at the same allowable actual and fixed unit costs.

3. The period fixed in Article 1(a) of the contract for completion of the work is extended from twenty-four (24) to forty-two (42) months from the date of the contract, or until November 22, 1967.

4. The maximum period for royalty payments and for the lien to secure the payment thereof provided for in the contract is extended from ten (10) to twelve (12) years from the date of the contract.

This amendment shall not be construed to change the estimated total cost of the contract, the aggregate amount which the Government may be required to contribute, the amount of any item designated as maximum, nor the fixed unit cost of any item of work.

THE UNITED STATES OF AMERICA

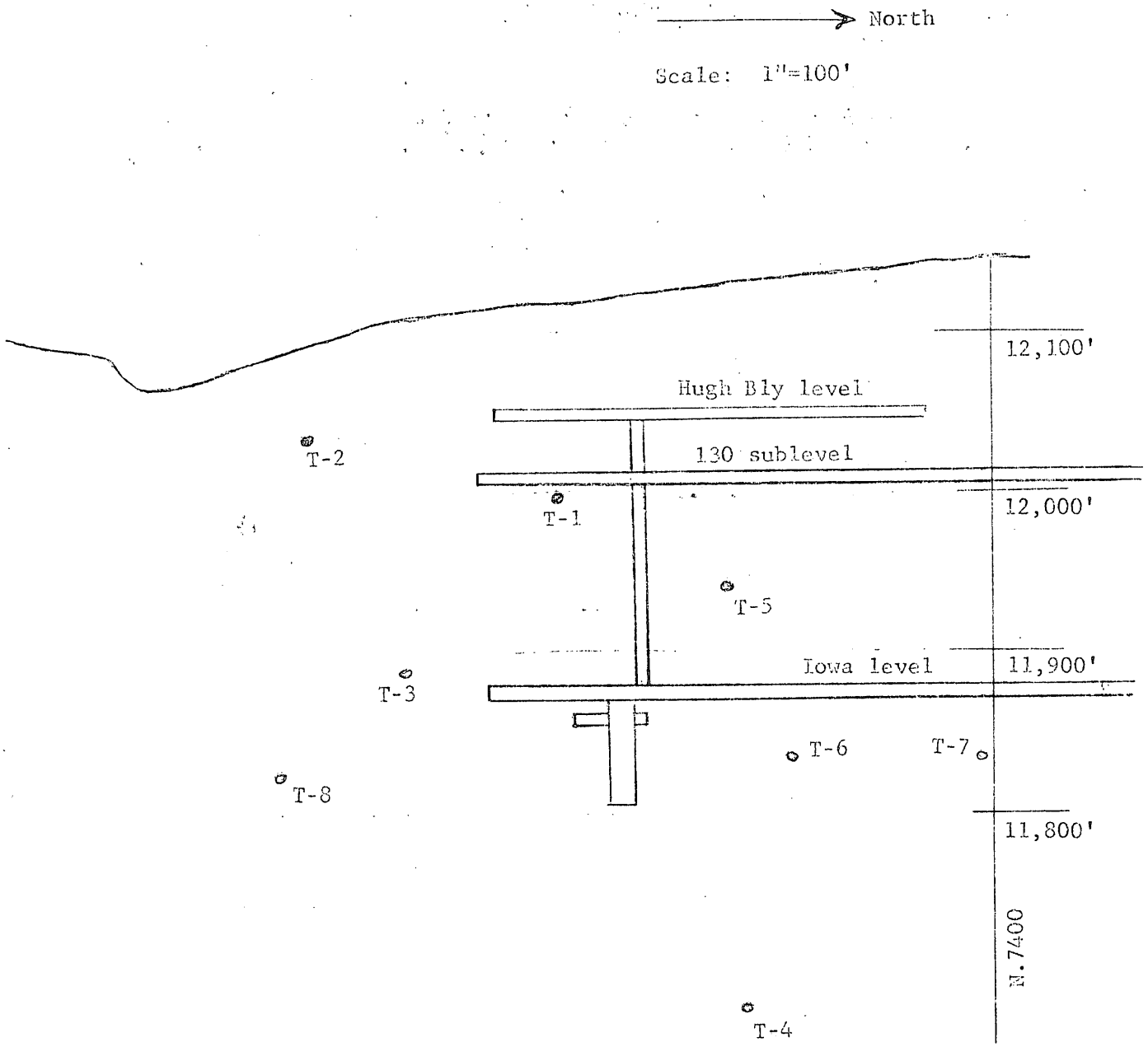
By Frank E. Johnson
Chief, Office of Minerals Exploration
U. S. Geological Survey

W. S. MOORE CO.

By James S Moore

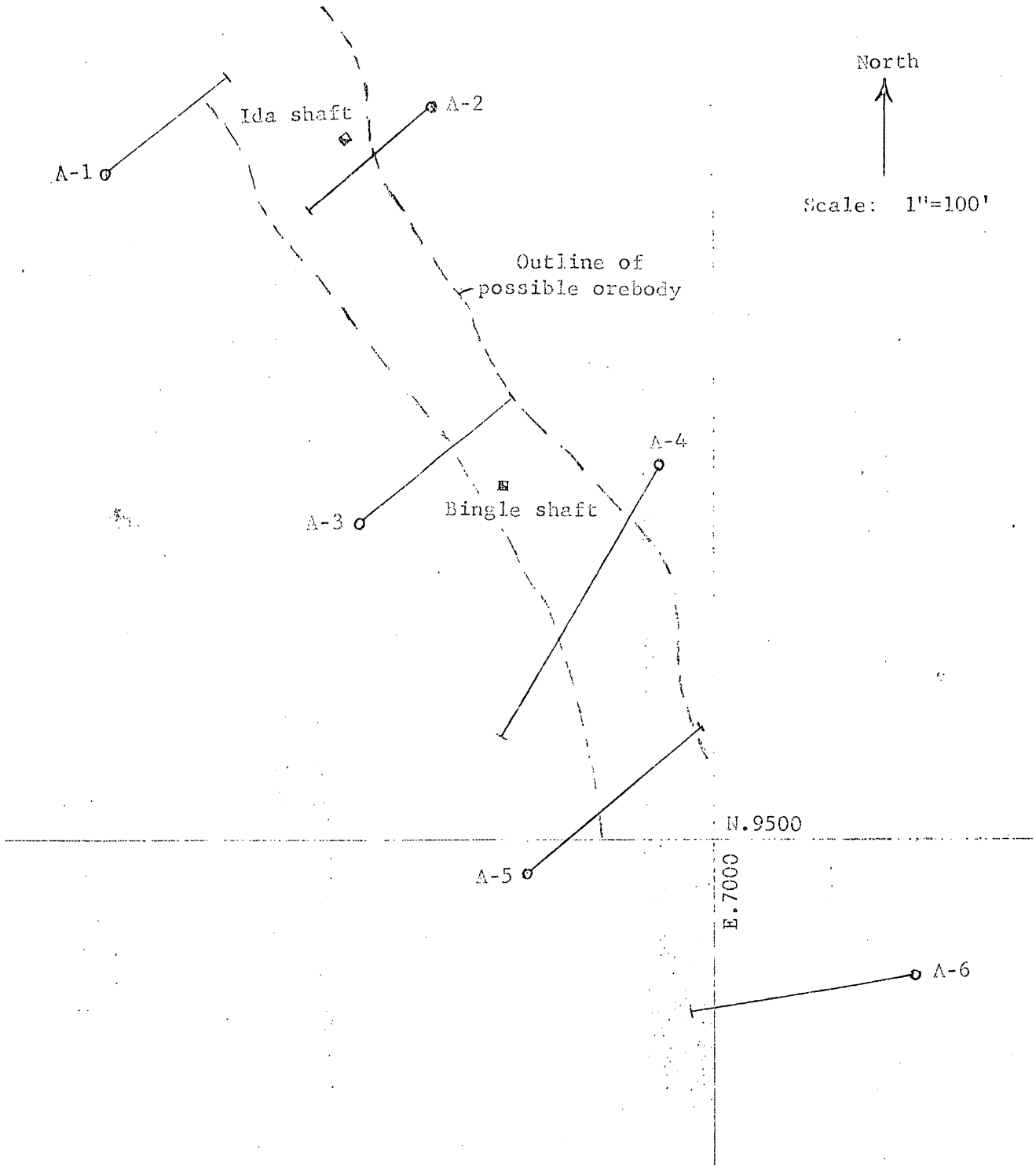
Title President

McPhillamey 8-12-66
App'd. Dept. Atty.
Kirkemo 8-15-66
Johnson
Meyer



Longitudinal Section, Tewksbury Vein,
Showing
Drill Holes T-1 through T-4 and Proposed Drill Holes T-5 through T-8
Summitville Mines, Rio Grande County, Colorado

Figure 2



Map Showing Locations of Proposed Drill Holes A-1 through A-4, Tentative Locations of Holes A-5 and A-6, and Outline of Possible Ore Body, Annie-Ida Vein, Summitville Mines, Rio Grande County, Colorado

Figure 3

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
8/8		120
		110
		120M

August 8, 1966

Memorandum

To: File

From: R. M. Smith and Harold Kirkemo

Subject: OME-6344 (Gold-Silver)
W. S. Moore Company
Summitville Mines
Rio Grande County, Colorado
Contract 2189

JUSTIFICATION FOR AMENDMENT NO. 4

On March 30, 1966, the Operator requested an amendment to extend the completion date six months to November 22, 1966, and to drill ten holes under Stage II, four holes on the Tewksbury vein and six holes on the Annie-Ida vein, in locations not previously contemplated. The Field Officer recommended that the request be approved as the proposed drilling would more adequately explore the oxide zone where gold-silver values predominate over base metal values.

In a memorandum to the Field Officer on June 6, this office denied the request on the grounds that the proposed drilling is development rather than exploration and, therefore, not in conformance with the provisions of the contract.

On June 27, the Field Officer reaffirmed his recommendation for approval, pointing out that the Tewksbury subproject ". . . is really a completion of the work previously approved . . ." and that the Annie-Ida vein subproject ". . . is concerned with an entirely new concept of exploration."

The purpose of the Tewksbury subproject is to explore the vein and the host wall rock in the zone between the completely oxidized and the primary sulfide zones which were intersected in the first four holes drilled in this area of the deposit.

The Annie-Ida vein subproject will test the quartz-alunite alteration envelope in the walls of the Annie-Ida vein for indications of gold ore. Extension of minable grade ore into the walls of the vein would add significantly to the potential tonnage of the deposit. Exploration and development to date were concentrated on the vein but

recent sampling and assaying have indicated that gold values worth testing are present also in the adjacent wall rocks. The possibility of developing the deposit into an open pit, low-cost operation, depends upon further evaluation of the wide zone of mineralization.

We concur with the recommendations of the Field Officer to continue exploration and to extend the term of the contract.

Harold Kirkemo

Harold Kirkemo

RMSmith/HKirkemo/gla 8-8-66

cc: Director's Reading File
Division File
Economic Geology File
OME Docket
OME Reading File
Mr. Kirkemo

Government's Copy

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

AMENDMENT NO. 3

It is agreed this 11th day of May, 1965, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and W. S. Moore Co., hereinafter called the "Operator," that Exploration Contract 2189 (OME-6344), dated May 22, 1964, as amended, is further amended effective May 1, 1965, as follows:

1. In Exhibit A under the heading Description of the Work, Stage II, the following is added:

North Annie Vein Subproject

Four holes may be drilled in the oxidized zone under this subproject. The locations, bearings, inclinations, and depths of three of these holes are indicated in Fig-1, entitled "--- Geochemical Map North Annie Vein Area ---," attached hereto and made part hereof. The fourth hole may be drilled in accordance with specifications mutually agreed upon by the Government and Operator.

It is estimated that this subproject will require 1,100 feet of drilling, 110 core boxes, 80 assays for gold and silver and possibly copper, and 40 hours of bulldozing to prepare the drill sites. The cost of the work under this subproject shall be met from funds not required for other Stage II subprojects at the same actual and fixed unit costs.

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

THE UNITED STATES OF AMERICA

By George Turnich
Acting Director, Office of
Minerals Exploration

W. S. MOORE CO.

By Warren S Moore

Title President

Larry Selfridge
Appr. Sol. Off.
Johnson

Government's Copy

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

AMENDMENT NO. 2

It is agreed this 22nd day of January, 1965, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and W. S. Moore Co., hereinafter called the "Operator," that Exploration Contract 2189 (OME-6344), dated May 22, 1964, as amended, is further amended as follows:

1. (a) Work under the contract shall be suspended during the period beginning January 7, 1965, and ending not later than June 15, 1965.

(b) No costs incurred by the Operator during the period of suspension shall be allowable for contribution by the Government.

(c) The Government shall not contribute to any costs of rehabilitation or repair which in its opinion would not have occurred if there had been no suspension of the work.

(d) The Operator, at its own cost and expense, without contribution by the Government during the period of suspension shall preserve and protect the contract work.

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

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By George Turnick
Acting Director, Office of
Minerals Exploration

Long
App'd. Sol. Off.
Murphy
Selfridge
Johnson

W. S. MOORE CO.

By Warren S. Moore

Title President

Government's Copy

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

AMENDMENT NO. 1

It is agreed this 28th day of August, 1964, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and W. S. Moore Co., hereinafter called the "Operator," that Exploration Contract 2189 (OME-6344), dated May 22, 1964, is amended effective the date of the contract as follows:

1. In Exhibit A under the heading Description of the Work, Stage II:

   (a) In the description for the Tewksbury Pipe Subproject, the following paragraph is added:

   "In the Tewksbury Pipe area bulldoze a trench across the projected strike of the vein at a point about 100 feet due south of drill Hole T-2. Two trenches shall be bulldozed along the projected extension of the Parole vein to the southwest; one 350 feet S. 45° W., and the second 550 feet S. 45° W. of the shaft at the Tewksbury glory hole. Not to exceed 20 hours of bulldozer work shall be performed in completing the three trenches."

   (b) In the description for the Annie Vein Subproject, the last sentence "Twenty hours of bulldozing may be utilized to prepare drill sites" is deleted.

2. In Article 1(b) of the contract the figures $81,680.00 and $40,840.00 are revised to read $81,440.00 and $40,720.00.

3. In Exhibit A under the heading Estimated Costs of the Project:

   (a) In Category (1) Independent Contracts the specifications and costs for Bulldozing in Stages I and II are deleted.

   (b) In Stage I under Fixed Unit Costs the following is added:

   (1) Bulldozing (D-8)
   150 hours actual "on the job" working hours @ $17.00/hr. $2,550.00
   D-7 @ $14.00/hr.

(2) The figure $24,410.00 for Total Estimated Costs Stage I is revised to read $24,260.00.

(c) In Stage II under Fixed Unit Costs the following is added:

(1) Bulldozing (D-8)
95 hours actual "on the job" working hours @ $17.00/hr. $1,615.00
D-7 @ $14.00/hr

(2) The figure $57,270.00 for Total Estimated Costs Stage II is revised to read $57,175.00.

(d) The words and figures under SUMMARY are revised to read:

Total estimated cost Stage I	$24,260.00
" " " " II	57,175.00
Total estimated cost of the project (rounded)	$81,440.00
Government participation @ 50%	$40,720.00

This amendment decreases the estimated total cost of the contract and the aggregate total amount which the Government may be required to contribute.

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

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

W. S. MOORE CO.

By Warren S. Moore

Title President

Murphy
Long
Appr'd Leg. Off.
Talbot

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code

August 24, 1964

Memorandum

To: The File

From: F. M. Murphy, Mining Engineer
Division of Exploration Operations

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado
Contract 2189 (Justification for Amendment No. 1)

In a letter, dated August 13, 1964, the Operator requested that it be allowed to bulldoze three trenches in the Tewksbury and Parole vein areas to assist in properly locating the remaining holes to be drilled in these areas; also, be allowed to use for this work the bulldozing hours allowed in Stage II for (access roads and) drill sites on the Annie Vein subproject. The latter will not be needed because trenching in that area did not disclose mineralization.

Region III in a letter, dated August 17, 1964, advised the Operator that an amendment granting its request would be prepared.

8/25/64 - 3 PM. F M Murphy
Connor's telephoned M Talbert, and asked that the bulldozer work be changed from Independent contractors to fixed unit costs, since the Operator has its own dozers (2). He apologized for not mentioning this ownership in his recommendations.

FMMurphy/gla
cc: Director's Reading File
Docket

See Talbert's Memo 8/26/64

23263

Government's Copy

MME Form 50
June 1963

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

EXPLORATION CONTRACT
(Long Form)

Docket No.	Commodity	Contract No.	County	State
OME -6344	Gold-Silver	14-23-090- 2189	Rio Grande	Colorado

It is agreed MAY 22 1964 (Date), between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and

W. S. Moore Co., a Minnesota corporation

whose mailing address is 400 Torrey Building, Duluth, Minnesota 55802, hereinafter called the "Operator," as follows:

ARTICLE 1. Authority and scope.--(a) This contract, entered into under the authority of Public Law 701, 85th Cong., 2d sess. (72 Stat. 700; 30 U.S.C. § 641 - 646), consists of this form, the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed. The work is a search for new or unexplored deposits of the commodity designated above. The Operator shall begin the work on or before JUL 1 1964 (Date), and, subject to the provisions of Article 9 and Exhibit A, shall either have completed the work within 24 months from the date of the contract or shall have incurred allowable costs (see Article 6) in a sum not less than the total cost set forth in Exhibit A.

(b) The total allowable cost of the work set forth in Exhibit A is $ 81,680.00. The Government will contribute 50 percent of the allowable costs as they are incurred, in a total sum not in excess of $40,840.00 in accordance with the provisions of Articles 3, 4, 5, and 6. "Costs incurred" means costs that have been paid or have become due and payable, or that the Government determines have become obligations.

(c) Interest computation.--Simple interest at the rate of 6 - ½ percent shall accrue from the dates Federal funds are made available until the period specified for payment of royalty expires, or until the amount of Federal funds contributed is fully repaid with interest.

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

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

See Annex I

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

See Annex I

(c) The Operator shall preserve and maintain his right, title, or interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a royalty on production and liens for the payment thereof. Two true copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 7 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

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

(b) Independent contracts.--To the extent that the allowable costs are estimated in Exhibit A with express reference to performance by independent contractors on a unit-price basis (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations), the work may be so performed (see Article 6(a), Category (1)). Any such independent contract shall refer to some specific and identifiable part of the work, and shall be subject to all of the pertinent terms and conditions of this exploration contract; but the Government shall not be considered a party thereto, and its rights under this contract, including the right to terminate its contributions, shall not be affected thereby. Regardless of the provisions of any such independent contract, the Government will participate in payments to the independent contractor only as to work performed in accordance with the provisions of this exploration contract, and only to the extent that the Government deems the unit prices for the work under the independent contract to be reasonable.

(c) Government may inspect.--The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract and production operations during the period that royalty is payable to the Government. The Operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 4. Contribution by the Government.-- The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5(b), but all payments by the Government are provisional only, subject to audit. Until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been received, the Government may withhold such sums as are necessary to protect its interests. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. Reports, accounts, audits.--(a) Operator's records.--The Operator shall keep suitable records and accounts of the work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator. If work under this contract is carried on in conjunction with any other operations, or if labor, supervision, services, materials, supplies, equipment, facilities, or other requirements for carrying on the work are also used in connection with other operations, the costs shall be segregated and accounted for on a basis and by methods and accounts that are satisfactory to and approved by the Government.

(b) Monthly reports.--The Operator shall provide the Government with four copies of monthly reports in three sections as follows:

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

(2) Operator's Progress Report showing the number of units of the various types of work performed; and

(3) a narrative report of the work performed during the reporting period, including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground.

(Forms for reporting under (1) and (2) above will be provided by the Government; however, the original of the Operator's Monthly Voucher shall be supported by documentary evidence, such as certified copies or transcripts of payrolls and invoices, for all costs claimed under Article 6 (a) (1).)

(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 three copies of a final report (in addition to the final monthly report). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the related costs.

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

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

ARTICLE 6. Costs.--(a) Allowable costs.--The allowable costs of the work to which the Government will contribute are limited to:

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

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

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

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

CATEGORY (1)--INDEPENDENT CONTRACTS.--(See Article 3(b)). The total of this category and the average unit cost estimated for each type of work to be performed under an independent contract are maximums.

CATEGORY (2)--PERSONAL SERVICES.

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

Subcategory (b)--Labor.

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

CATEGORY (4)--OPERATING EQUIPMENT.

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

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

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

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

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

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

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

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

(b) Nonallowable costs.--In addition to the limitations imposed by paragraph (a) of this Article 6 the Government will not contribute to the following costs:

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

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

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

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

(c) Reductions in costs.--The Operator shall account for and give the Government credit for any incidental benefits, credits, or money received in the ordinary course of business in prosecuting the work (as by salvage or sale of materials or equipment, furnishing of room or board, furnishing of power or services to third persons, rebates or discounts on purchases, etc.), in the same ratio in which the Government contributes to costs; and such amounts shall be treated as a reduction in costs incurred so that they are available for use within the limit of the original total cost. The provision does not apply to receipts from production which are subject to the Government's royalty under the provisions of Article 7.

(See Article 16)

ARTICLE 7. Repayment by Operator.--(a) Certification/-- If the Government considers that mineral or metal production from the land covered by the contract may be possible as a result of the exploration work, it shall so certify in writing to the Operator at any time not later than six months after a sufficient final report and final accounting (see Article 5) have been furnished.

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

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

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

(c) Payment of royalty.--(1) The Government's royalty shall be five percent of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrate, metal or equivalent), at the point of delivery (the f.o.b. point); except, that charges of the buyer arising in the regular course of business and shown as deductions on the buyer's settlement sheets (such as treatment processes performed by the buyer, sampling and assaying to determine the value of the production sold, and freight payable by the buyer to a carrier (not the Operator or producer)), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. No costs of the Operator or Producer are deductible in arriving at the "gross proceeds" as that term is here used.

The term "treatment processes" means those processes (such as milling, concentrating, smelting, refining, or equivalent, but excluding fabricating or manufacturing) applied to the crude ore or other production after it is extracted from the ground to put it into a commercially marketable form.

(2) The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be.

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

(e) Lien for payment.--To secure the payment of royalty (see Article 7(b)), the Operator hereby grants to the Government a lien upon his interest in the land and upon any production of minerals and metals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

(f) Notice to purchasers.--The Operator or producer shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Government, and this estimate shall be final and binding upon the Operator or producer.

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

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

ARTICLE 8. Interests in purchased property.--(a) Title and ownership.--All costs under this contract shall be incurred by the Operator in the Operator's own name and for the Operator's own account; but any property acquired to the cost of which the Government contributes shall belong to the Operator and the Government jointly in proportion to their respective contributions although title thereto shall be taken in the name of the Operator.

(b) Preservation of property.--Until the final disposal of any property in which the Government has an interest, the Operator shall preserve and protect same for the best interest of the Government, and any reasonable and necessary cost thereof will be treated as an allowable cost of the exploration. After the completion of the work, termination of the Government's obligation to contribute, or when such property is not being used for the work, the Operator shall not use it elsewhere without the written consent of the Government and without paying a reasonable rental to be fixed by the Government for its proportionate interest.

(c) Disposal of property.--Upon the completion of the work, termination of the Government's obligation to contribute to costs, or when the property is no longer needed for the work, the Operator shall promptly dispose of salable or salvageable property in which the Government has an interest for the joint account of the Government and the Operator, either by return to the vendor, sale to others, purchase by the Operator, or sale or transfer to the Government at a price at least as high as could be obtained from others, unless the Government in writing waives its interest in any such property. Without advance approval of the sales price by the Government, the Operator shall not sell at any price any item of property that cost more than $500, and shall not sell at less than 25 percent of the purchase price any item of property that cost $500 or less. The Government, in lieu of approving the sales price for any such item, may itself purchase the item at the best price which the Operator is able to obtain or offers. Property remaining upon any termination of the work shall be considered in groups or categories (such as drill steel, explosives, pipe, or rail), and if the original cost of the remaining unexpended portion of any such group or category is less than $50, the Government waives its interest therein. If necessary to accomplish the disposal of any item, the Operator shall dismantle and sever it from the land, the cost thereof to be treated as a cost of the exploration.

(d) Default of the Operator re disposal.--If within 90 days after the completion of the work, termination of the Government's obligation to contribute to costs, or after the property is no longer needed for the work, the Operator has failed to sell or otherwise liquidate or dispose of any property in which the Government has an interest, the Government, at any time prior to final settlement under the contract, may:

(1) in writing extend the time within which the Operator must dispose of or liquidate the property;

(2) by written notice to the Operator, place upon such property what it determines to be a fair valuation thereof, not in excess of the cost less 1.66 percent per month from the date such property was purchased under this contract to the termination of said 90-day period; and such property shall thereupon be considered and accounted for as having been purchased by the Operator at the valuation so fixed by the Government; and

(3) enter and take possession of such property wherever it may be found, and remove and dispose of it for the joint account of the parties.

ARTICLE 9. Termination of the Government's obligations.--(a) If the Government determines that operations at any time have failed to achieve anticipated results and further work is not justified, the Government may give the Operator written notice thereof, and thereupon:

(1) the Government shall be free of all obligation to contribute to costs not then incurred other than such as may be allowable under the provisions of the contract as necessary and incidental to final accounting and reporting; and

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

(b) If the Government determines that the Operator is in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon:

(1) the Government shall be relieved of all obligation to contribute to costs not incurred when the notice was given, other than such as may be allowable by the provisions of the contract as necessary and incidental to final accounting and reporting; and

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

The Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

(c) The giving of any notice by the Government under the provisions of this Article 9 shall not affect the Government's rights as provided for in the contract with respect to royalty and liens to secure the payment thereof, and such rights shall be fully preserved.

(d) The determinations of the Government are subject to appeal under Article 13.

ARTICLE 10. Notices to be given by the Government may be delivered to the Operator, or may be sent by certified mail addressed to the Operator at his mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 11. Officials not to benefit.--No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 12. Nondiscrimination in Employment. The provisions respecting nondiscrimination in employment which are required by section 301 of Executive Order 10925, dated March 6, 1961 as amended and supplemented are attached hereto as Exhibit B and are hereby incorporated in and made a part of this contract.

ARTICLE 13. Disputes.--Any dispute arising under this contract which is not disposed of by agreement shall be decided by the Director, Office of Minerals Exploration, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Operator. The decision of the Director, Office of Minerals Exploration, shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Operator mails or otherwise furnishes to the Director, Office of Minerals Exploration, a written appeal addressed to the Secretary of the Interior. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

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

ARTICLE 14. Work Hours Act of 1962 - Overtime Compensation.--This contract, to the extent that it is of a character specified in the Work Hours Act of 1962 (Public Law 87-581, 76 Stat. 357-360) and is not covered by the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and to all other provisions and exceptions of said Work Hours Act of 1962.

(a) Overtime requirements.--No Operator or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic to be employed on such work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any such calendar day or in excess of forty hours in any such workweek, as the case may be.

(b) Violations; liability for unpaid wages; liquidated damages.--In the event of any violation of the clause set forth in subparagraph (a) of this paragraph, the Operator and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Operator and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (a) of this paragraph, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (a) of this paragraph.

(c) Withholding for unpaid wages and liquidated damages.--The Office of Minerals Exploration may withhold or cause to be withheld, from any moneys payable on account of work performed by the Operator or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Operator or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) of this paragraph.

ARTICLE 15. Copeland (Anti-Kickback) Act--Nonrebate of wages.--The regulations of the Secretary of Labor applicable to contractors and subcontractors (29 CFR, Part 3), made pursuant to the Copeland Act, as amended (40 U. S. C. 276c) and to aid in the enforcement of the Anti-Kickback Act (18 U. S. C. 874) are made a part of this contract by reference. The Operator will comply with these regulations and any amendments or modifications thereof and will be responsible for the submission of affidavits required of independent contractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

ARTICLE 16. Changes and added provisions.--

In addition to royalties which may accrue under this contract, royalty is also payable under Contract Idm-E1107, Docket DMEA-4643.

Executed in quintuplicate the day and year first above written.

W. S. MOORE CO.
(Operator)

By Warren S. Moore Pres.

Title

THE UNITED STATES OF AMERICA

By George Turnick
Acting Director, Office of Minerals Exploration

App'd. Col. Off.
Long
Brown
Taylor
Selfridge
Johnson

I, Robert J. Kennedy (Name), certify that I am the secretary of the corporation named as Operator herein; that Warren S. Moore (Name), who signed this contract on behalf of the Operator, was then President (Title) of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

R. J. Kennedy

[CORPORATE SEAL]

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

ANNEX I

The land referred to in Article 2 of the contract consists of 87 patented and unpatented claims and land parcels as listed below, with all rights pertaining thereto, in secs. 17, 29, and 30, T. 37 N., R. 4 E. New Mexico P.M., all in the Summit mining district, Rio Grande County, Colorado.

Patented Claims

Name	Survey No.
Golden Queen Lode	61
Little Annie	63
Del Norte	64
Margaretta Lode	65
Little Ida	67
San Juan Placer	68
North 800 ft. Little Jessie	71
Peterson Placer	74
Brandt Placer	75
Bobtail Lode	325
Oding Lode	475
Snow Bank Lode	604
Moltke Lode	607
Golconda Lode	319
Tunnel Lode	320
Boss Lode	321
Nick Lode	713
Game Cock Lode	716
Garfield Lode	910
Bay State Lode	896
Little Hattie Lode	977
Sheridan Lode	892
Columbia Lode	890
Home Stake Lode	898
Eureka Lode	889
Jubilee Lode	891
Parole Lode	608
Pay Streak Lode	893
Logan Lode	897

Name	Survey No.
Bayard Lode	894
Great Independence Lode	609
Golden Vault Lode	610
Iowa Lode	895
Jennie Placer	1097
C. B. & Q. Placer	798
I. & C. C. Placer	611
Highland Mary Lode	606
Highland Mary No. 2 Lode	16314
South Columbia Lode	16323
Aurora Lode	16324
Vanner Lode	16324
Pittsburgh Lode	16324
Dexter Lode	77
Aztec Lode	621A
Gray Eagle (1/6 interest)	532
Little Nellie (1/6 interest)	62
Spar Placer	5736
Rio Grande Placer	5736 - ?
Denver Placer	5738
Electric Placer	6413

SE 1/4 of sec. 17, T. 37 N., R. 4 E.
NE 1/4 of sec. 29, T. 37 N., R. 4 E.

Unpatented Claims

Name	Official Records of Rio Grande County	
	Book	Page
SCMI Nos. 1 to 30 Lodes	80	308-322
No Good Lode	80	343
Confusion Lode	80	343
G. & P. Lode	80	296
G. & P. No. 1 Lode	80	297
G. & P. No. 2 Lode	80	297

The land is shown cross hatched and in dark areas on the attached maps entitled "Figure 2 - Map Showing Patented Claims, Summitville Mine (General Minerals Corporation), Rio Grande County, Colorado," and "Figure 3 - Map Showing Fractional Areas Held by Unpatented Locations, Summitville Mine, Rio Grande County, Colorado."

The Operator is in possession of the property pursuant to an Assignment Agreement (copy in Docket No. OME-6344), dated September 21, 1963, between the Operator and John B. Rigg and Shirley A. Rigg, and by an Agreement Modifying and Amending Mining Lease (copy in Docket No. OME-6344), dated September 25, 1963, between The Reynolds-Morse Corporation, the property owners, and the Operator.

A Lien or Subordination Agreement executed on April 29, 1964, by The Reynolds-Morse Corporation, covering the claims listed in this Annex I is attached hereto and made part hereof.

A Lien or Subordination Agreement executed on May 25, 1964, by John B. Rigg and Shirley A. Rigg, covering the claims listed in this Annex I is attached hereto and made a part hereof.

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

EXHIBIT A

The purpose of this project is to explore for ores of gold and silver in veins and locally mineralized wall rocks in areas of quartz latite porphyry believed to contain significant mineralization.

General Provisions

No work under this contract shall be performed at locations that are within 200 feet of the exterior boundaries of the property. No hole may be drilled at a location which is within 100 feet of any other hole. All holes shall be cased through overburden and then continued standard NX core size (2-1/8" core diameter). The holes may be reduced if necessary to complete the hole, to standard BX core size (1-5/8" core diameter) or to standard AX core size (1-1/8" core diameter) or approximately equivalent wireline size. Noncore drilling may be done when advisable.

The Government will not contribute to the cost of any incomplete hole.

Significantly mineralized core shall be split and one split assayed for gold and silver; a copper determination may also be made if considered desirable. The other split shall be stored in proper sequence with the unmineralized core. No sample shall represent a hole length of greater than five feet.

Facilities shall be provided for recovering drill sludges and such sludges shall be retained when drilling in significantly mineralized formations. Whenever the core recovery is less than 60 percent, the corresponding retained sludges shall be sampled and assayed, as shall also such core segments as may have been recovered. Such results shall be combined according to standard practice to form a representative sample.

The core from the diamond drilling shall be stored in core boxes, identified as to hole number and with markers to indicate the represented depths. Splits of the sludge and core segment samples shall be stored in suitable containers properly identified as to source and location.

Splits of samples from the bulldozer cuts and trenches shall also be assayed for gold and silver, and copper determinations may likewise be made when desirable.

The stored core and splits of samples from whatever source shall be made available for Government inspection and possible use. With prior Government approval, the Operator may dispose of such stored material.

True copies of assay certificates of all samples shall be submitted with the Operator's monthly report, which shall also include maps or sketches showing the work completed during the reporting period. The maps shall show the locations and values of the samples, with the general rock formations, plus logs of holes drilled.

The Operator shall provide such supervisory and technical services as may be required to complete the work in a satisfactory manner.

The location, direction, and extent of each work item shall be subject to Government approval.

The bulldozer for exploratory trenching and drill sites shall be of D-8 size or equivalent dozer of other make. A D-7 dozer or equivalent size of other make may be used if a D-8 is not readily available.

The work is divided into two stages and the work under each stage is divided into various subprojects. The Stage I work in each instance shall be done as outlined herein and as much of the following Stage II work shall be done as receives advance approval by the Government. Such approval shall be contingent upon favorable results having been obtained under the first stage, but each subproject will be considered individually as a basis for approvals.

Description of the Work

Stage I

* Indicates a maximum

Hidden Vein Subproject

The southeasterly projection of the Hidden vein, in the area where surface sampling of outcrops has shown significant mineralization,

Not justified as GH-1 was negative.

will be explored by means of bulldozer trenching and by the diamond drilling of two holes labeled GH-1 and 2; the holes and dozing are indicated on the attached Plate 2, "Hidden Vein, Vertical Long Section." Each of the two holes shall be approximately 300 feet in length and shall be drilled southwesterly at minus 40 and 35 degrees, respectively. The combined length of the two holes shall not exceed 650 feet.

In addition to the trenching, bulldozing will also be done for the two drill hole sites. Forty hours of bulldozing in all may be utilized.

Tewksbury Pipe Subproject

Two holes, T-1 and T-2, shall be drilled to explore a circular area, some 250' in diameter, which presents disseminated gold-silver values. The holes shall each be approximately 350 feet in length, with a combined total footage not to exceed 700 feet and shall be drilled westerly at angles of minus ten degrees as indicated on Plate 4, "Geologic Map Tewksbury Pipe." Ten hours of bulldozing may be utilized to prepare the drill sites.

Annie Vein Subproject

A series of exploratory bulldozer cuts shall be excavated in the area of the Annie vein and the wide mineralized area known as Copper Knob as indicated on Plate 6, "Geologic Map Copper Hill Knob Area," to explore the near-surface mineralization. All cuts shall be mapped and sampled to determine if drilling is justified and the most favorable locations for such drilling. Forty hours of bulldozing may be utilized.

Dexter Vein Subproject

Four holes each approximately 250 feet in length shall be drilled southerly as indicated on the attached Plate 12, "Surface Sketch Map Dexter Vein." Hole GD-1 shall be drilled at a minus 17 degrees angle and holes GD-2, 3, and 4 each at minus ten degrees, the purpose being to explore the Dexter vein and nearby wall rock to maximum depths of approximately 80 feet. The total combined drilling footage shall not exceed 1,000 feet. Twenty hours of bulldozing may be utilized for drill site preparation.

2 holes only

Esmond-Pickens Cross Vein Subproject

Bulldozing shall be done to explore the Esmond, Pickens, and "D" cross veins lying westerly of the Annie vein and to explore their areas of intersection with each other for both disseminated ore in pipes and for high-grade veins as indicated on Plate 11, "Geologic Map, Esmond-Pickens Cross Vein Area." Forty hours of bulldozing may be utilized.

Total Stage I

Bulldozing	150 hours *
Diamond drilling	2,350 feet *

Stage II

* Indicates a maximum

Hidden Vein Subproject

Four additional surface holes shall be drilled of an average length of approximately 300 feet, to explore the most favorable areas. The total combined drilling footage shall not exceed 1,200 feet. Twenty hours of bulldozing may be utilized for drill site preparation.

Tewksbury Pipe Subproject

Three or four holes shall be drilled with a combined length not to exceed 1,250 feet to explore this zone and possibly the Parole vein southwesterly extension. Twenty hours of bulldozing may be utilized for drill site preparation.

Annie Vein Subproject

Two holes, GA-1 and GA-2, roughly located as shown on the attached Plate 6, shall be drilled southerly (at an angle of minus 15 degrees) to explore at a distance of 50 to 200 feet below the surface the main silicified portion of the area. Each hole shall have an approximate length of 250 feet. Likewise additional holes shall be drilled at locations believed favorable, but the overall total of Stage II drilling shall not exceed 1,500 feet. Twenty hours of bulldozing may be utilized to prepare drill sites.

Dexter Vein Subproject

Two additional holes with a combined length not to exceed 800 feet shall be drilled to explore the vein and the mineralized area. Ten hours bulldozing may be utilized for drill site preparation.

Esmond-Pickens Cross Vein Subproject

From three to five holes may be drilled to explore favorable areas but the total combined footage shall not exceed 1,500 feet. Twenty-five hours of bulldozing may be utilized for drill site preparation.

Total Stage II

Bulldozing	95 hours *
Diamond drilling	6,250 feet *

Estimated Costs of the Project

Stage I

Category (1) Independent Contracts

Bulldozing (D-8)	
150 hrs. actual "on the job" working hours	
@ $18.00/hr.	$ 2,700.00
D-7 @ $15.00/hr.	
Diamond drilling	19,370.00
Overburden drilling, cased, @ $10.00/ft.	
NX standard size, @ $6.75/ft.	
BX standard size, 0 - 200 ft. depth, @ $6.25/ft.	
BX standard size, 200 - 400 ft. depth, @ $6.75/ft.	
AX standard size, 0 - 200 ft. depth, @ $5.75/ft.	
AX standard size, 200 - 400 ft. depth, @ $6.25/ft.	
Noncore drilling, 0 - 200 ft. depth, @ $5.50/ft.	
Noncore drilling, 200 - 400 ft. depth, @ $6.00/ft.	
Mobilization, @ $250.00/drill rig	
Reaming and casing	
NX $4.00/ft.	
BX $3.50/ft.	
AX $3.00/ft.	

Cementing and redrilling @ $10.00/hr.

Cementing materials, $500.00

Category (3) Operating materials and supplies

None except

250 cardboard core boxes @ $1.00 each		$ 250.00

Fixed Unit Costs 1/

Incidental allowance per foot of drilling completed @ $0.40 (2,350 ft.)		940.00
Assaying		
400 assays for gold and silver @ $2.50	$1,000.00	
100 determinations for copper @ $1.50	150.00	1,150.00
Total estimated costs Stage I		$24,410.00

Stage II

Category (1) Independent Contracts

Bulldozing (D-8)		
95 actual "on the job" working hours	1 605.00	See Amendment!
@ $~~18.00~~/hr. 17.00		$ 1,710.00
D-7 @ $~~15.00~~/hr. 16.00		
Diamond drilling		50,190.00
Overburden drilling, cased, @ $10.00/ft.		
NX standard size, @ $6.75/ft.		
BX standard size, 0 - 200 ft. depth, @ $6.25/ft.		
BX standard size, 200 - 400 ft. depth, @ $6.75/ft.		
AX standard size, 0 - 200 ft. depth, @ $5.75/ft.		
AX standard size, 200 - 400 ft. depth, @ $6.25/ft.		
Noncore drilling, 0 - 200 ft. depth, @ $5.50/ft.		
Noncore drilling, 200 - 400 ft. depth, @ $6.00/ft.		
Reaming and casing		
NX $4.00/ft.		
BX $3.50/ft.		
AX $3.00/ft.		

Cementing and redrilling @ $10.00/hr.

Cementing materials, $1,000.00

Category (3) Operating materials and supplies

None except

600 cardboard core boxes @ $1.00 each		600.00

Fixed Unit Costs 1/

Incidental allowance per foot of drilling completed @ $0.40 (6,250 ft.)		2,500.00
Assaying		
800 assays for gold and silver @ $2.50	$2,000.00	
180 copper determinations @ $1.50	270.00	2,270.00
Total estimated costs Stage II		$57,270.00

SUMMARY

Total estimated cost Stage I	$24,410.00
Total estimated cost Stage II	57,270.00
Total estimated cost of the project	$81,680.00
Government participation @ 50%	$40,840.00

1/ Includes all costs, Categories 2 through 7, except core boxes.

MME Form 52
June, 1961

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME –
Contract No. 14-23-090– 2189
Contract Date MAY 22 1964

LIEN OR SUBORDINATION AGREEMENT 1/

To the United States of America:

That certain land in the County of Rio Grande, State of Colorado, described as follows: 2/ all the claims described in that certain Agreement of Lease, dated February 1, 1956, and recorded in Book 243, Page 45, of the records of Rio Grande County.

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

W. S. Moore Co. 3/

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

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

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

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

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

The lien of the United States, if any, resulting from DMEA Docket No. 4643, Contract No. Idm. E-1107.

A production payment in the approximate amount of $3,300.00 in favor of Barnsdall Oil Company and payable only from the owners royalty payments.

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

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated_____, and recorded in Book_____, Page____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

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

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

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

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

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

Dated this 29th day of April, 1964.

The Reynolds-Morse Corporation

1300 East Seventh Avenue (Street)
Denver, Colorado 80218 (City & State)

By Anna R. Garrey (Seal)
Anna R. Garrey
President

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

APPLICANT SHOULD NOT SIGN

I, John H. Tippit (Name), certify that I am the Secretary (Title—Secretary, etc.) of the corporation named herein; that Anna R. Garrey (Name), who signed this agreement was then President (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

John H. Tippit (Corporate Seal)

INT.-DUP. SEC., WASH., D.C.
95181

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME –
Contract No. 14-23-090- 2189
Contract Date May 22, 1964

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Rio Grande, State of Colorado, described as follows:[2] all of the claims described in that certain Agreement of Lease, dated February 1, 1956, and recorded in Book 243, Page 45, of the records of Rio Grande County,

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

W. S. Moore Co.[3]

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

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

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same.[4]

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

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.) The lien of the United States, if any, resulting from DMEA Docket No. 4643, Contract No. Idm. E-1107

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

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated_____, and recorded in Book_____, Page____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

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

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

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

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

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

Dated this 25th day of May, 1964.

[signature]	(Seal)	1500 E. 7th Ave. (Street) Denver, Colo. 80218 (City & State)
Shirley A. Rigg	(Seal)	Same (Street) (City & State)
	(Seal)	(Street) (City & State)
	(Seal)	(Street) (City & State)
	(Seal)	(Street) (City & State)
	(Seal)	(Street) (City & State)

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____
(Corporate Seal)

EXHIBIT B

NONDISCRIMINATION IN EMPLOYMENT

(Section 301, Executive Order 10925, March 6, 1961, as amended)

'During the performance of this contract, the contractor agrees as follows:

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

'(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

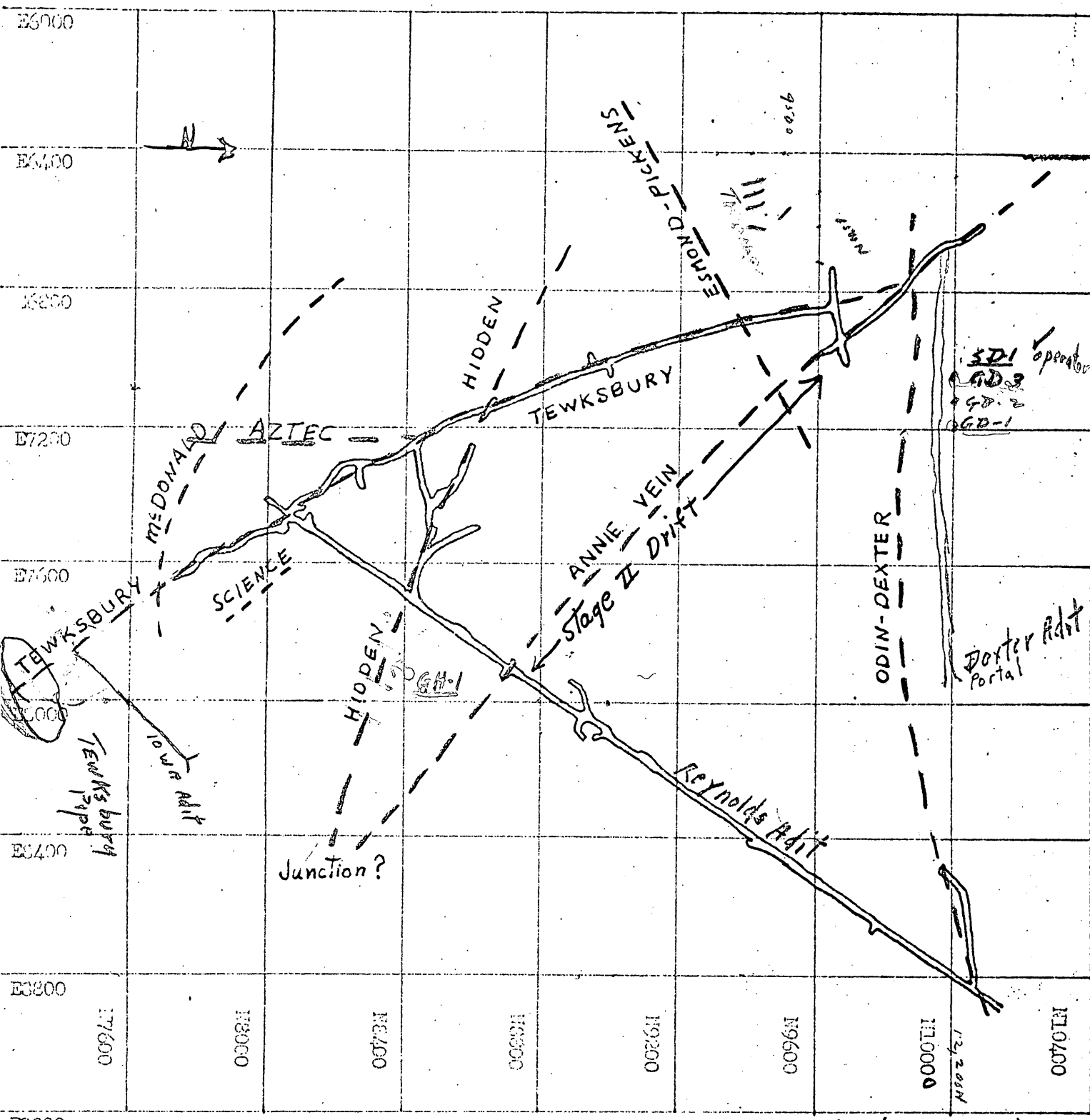
'(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's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

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

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

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

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



VEIN STRUCTURES
REYNOLDS TUNNEL

Scale 1" - 400'
J.B. Rigg 9/20/60

OCT 3 1960
O.M.E.

Docket No. DMEA 4643 (Copper-Lead)
Contract No. Idn E-1107
John B. Rigg, Assignee
(Summitville Mine)
Rio Grande County, Colorado

Duplicate for
OME-6345-Rigg

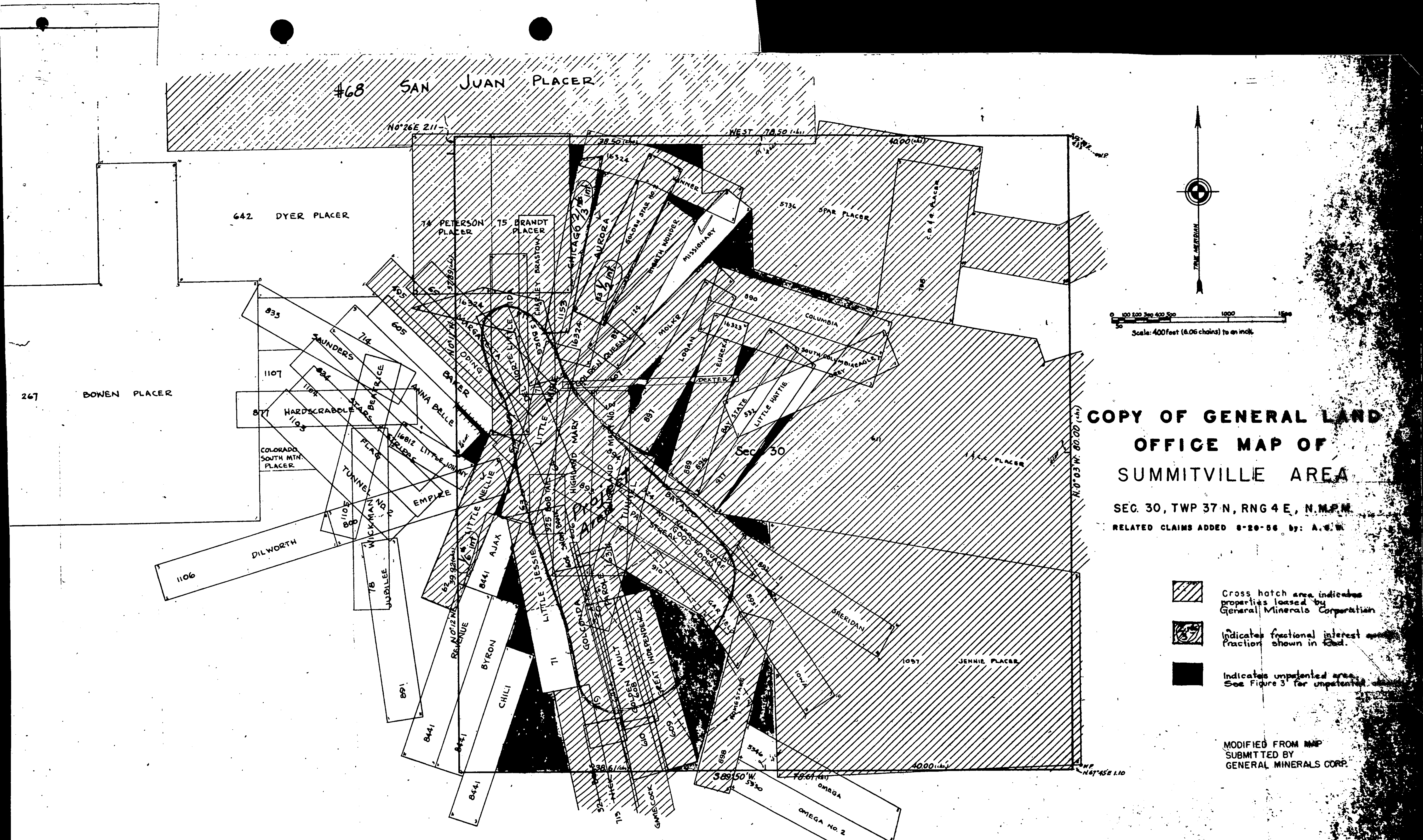


FIGURE 2 - MAP SHOWING PATENTED CLAIMS, SUMMITVILLE MINE (GENERAL MINERALS CORPORATION), RIO GRANDE COUNTY, COLORADO.
DMEA 4643

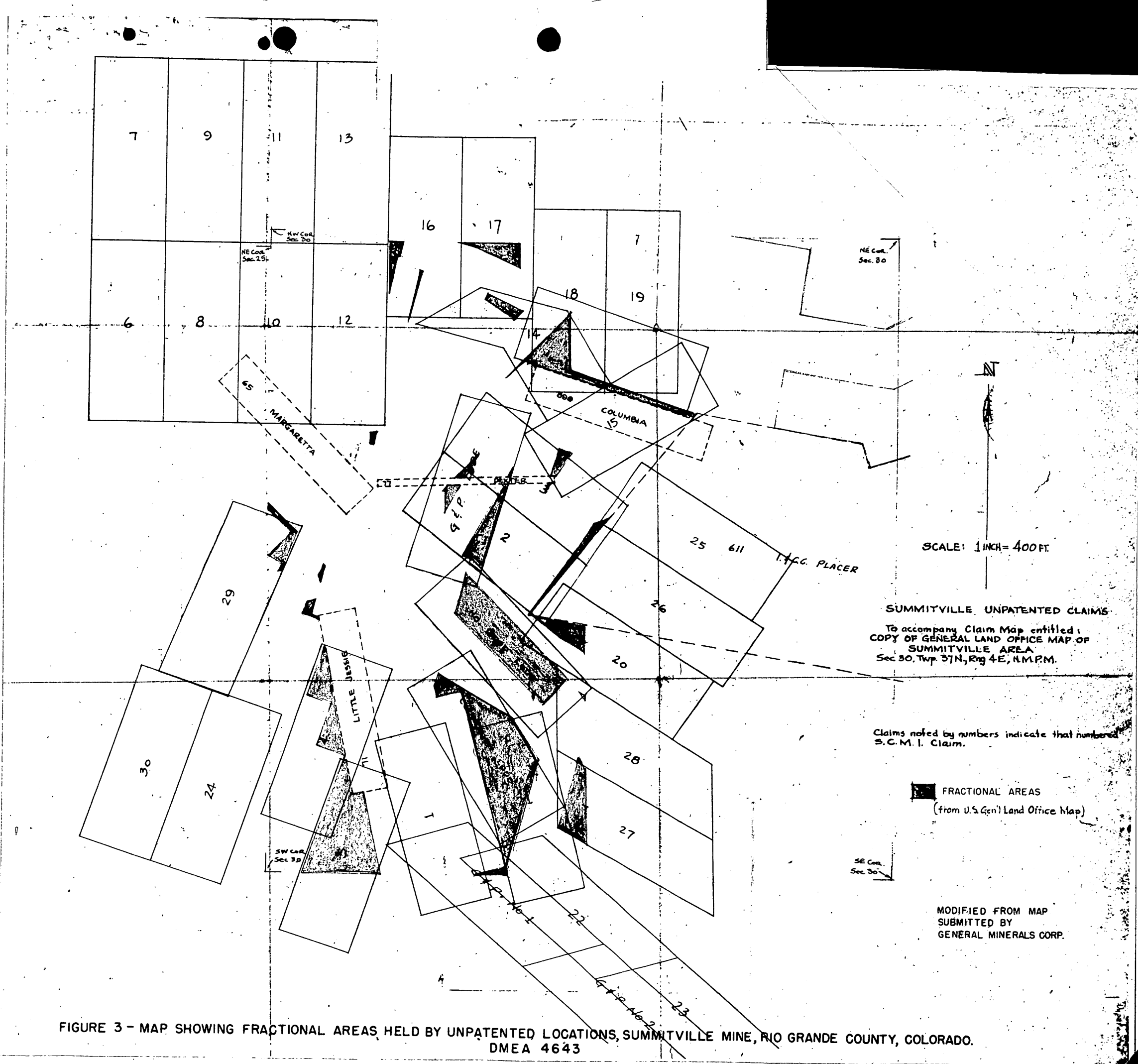


FIGURE 3 – MAP SHOWING FRACTIONAL AREAS HELD BY UNPATENTED LOCATIONS, SUMMITVILLE MINE, RIO GRANDE COUNTY, COLORADO.
DMEA 4643

CHARLES E. MELBYE AND ASSOCIATES

MINING · GEOLOGICAL · GEOPHYSICAL · ENGINEERS

April 2, 1964

OME
DEPARTMENT OF THE INTERIOR
APR 3 1964
REGION III
DENVER, COLORADO

Mr. Hugh M. Connors, Acting Field Officer
OME, Region III
Denver Federal Center
Denver, Colorado

Re: OME-6344 (Gold-Silver)
Summitville Mines
W. S. Moore Co.
Rio Grande Co., Colorado

Dear Mr. Connors:

Enclosed is the loan correspondence with a second bank with respect to the above application by W. S. Moore Co.

This should complete all the required material to accompany the application.

Sincerely,

Charles E. Melbye

Charles E. Melbye
Consultant to W. S. Moore Co.

M/am

Mr Selfridge

OFFICIAL FILE COPY
O. M. E
RECEIVED
DATE

2020 FOOTHILLS ROAD

P. O. BOX 309 [redacted] CRestview 9-1542

OME
DEPARTMENT OF THE INTERIOR
APR 3 1964
REGION III
DENVER, COLORADO

March 16, 1964

Mr. J. S. Kennedy, Sr. Vice-Pres.
The First National Bank of Denver
17th and Welton Streets
Denver, Colorado

COPY

Dear Sir:

We desire to drill a silver-gold-copper prospect in Rio Grande County, southwest Colorado, and desire to borrow $50,000.00 to $100,000.00 to conduct this exploration this year. The property is known as the Summitville Mine from which several million dollars in gold and silver have been produced by former operators. The mine is now dormant, but from geological reports and drilling done by the Defense Mineral Administration, we believe that there are substantial areas in the mine unexplored.

We will not have collateral available to support this loan in view of commitments at our West Duluth plant, and carrying charges on various properties. Consequently the loan must be supported by the favorable ground and geological reports recommending the drilling.

We will appreciate consideration of this application.

Would you kindly address your reply to this request at your earliest opportunity to our consulting geologist -

Mr. Charles E. Melbye
P. O. Box 309
Golden, Colorado

Very truly yours,

W. S. MOORE CO.

R. J. Kennedy, Secretary
r

bcc: Mr. Charles E. Melbye
Mr. Irving F. Moore

THE FIRST NATIONAL BANK OF DENVER

DENVER 17, COLORADO

JOHN S. KENNEDY
SENIOR VICE PRESIDENT

March 30, 1964

Mr. Charles E. Melbye
P. O. Box 309
Golden, Colorado

Dear Mr. Melbye:

At the request of Mr. R. J. Kennedy, Secretary, W. S. Moore Co., Duluth, Minnesota, we wish to advise that we are not experienced in the making and servicing of loans for mining and mine prospecting purposes, and for this reason we do not feel that we are qualified to make extensions of credit on the basis applied for.

We appreciate the opportunity offered us to consider the loan application, and regret our inability to be of service in this matter.

Very truly yours,

J. S. Kennedy
Senior Vice President

JSK:vt

MME Form 40
July 1962

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

APPLICATION FOR FINANCIAL ASSISTANCE IN MINERALS EXPLORATION

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

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

W. S. Moore Co.
400 Torrey Building
Duluth, Minnesota

APPLICANT DO NOT USE THIS BLOCK

DOCKET NUMBER 6344

DATE RECEIVED 3-30-64

REGION Revised applcn

DIVISION CODE

BUSINESS ORGANIZATION *(Check one)*

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

STATE IN WHICH FIRM IS ORGANIZED

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

NAME	ADDRESS	TITLE
Warren S. Moore	400 Torrey Building, Duluth, Minnesota	President
H. E. Reese	"	Vice-President
Robert J. Kennedy	"	Secretary
Helen F. Moore	"	Treasurer

MINERAL(S) FOR WHICH YOU WISH TO EXPLORE
Gold - Silver

ESTIMATED COST OF PROJECT
$ 81,322.00

PROPERTY NAME Summitville Mines

LOCATION COUNTY Rio Grande, STATE Colorado

GENERAL INSTRUCTIONS

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

CERTIFICATION

REVISED APPLICATION

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

March 23 1964
DATED

Warren S Moore
BY *(Signature)*

President
TITLE

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

INFORMATION REQUIRED WITH THIS APPLICATION

1. Financial Eligibility:

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

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

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

2. Applicant's Rights in Land:

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

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

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

3. Physical Description:

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

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

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

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

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

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

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

4. Accessibility of Property:

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

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

5. Exploration Work:

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

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

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

6. Experience:

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

7. Estimate of Costs:

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

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

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

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

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

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

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

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

INT.-DUP. SEC., WASH., D.C.11879

REVISIONS TO

APPLICATION FOR FINANCIAL ASSISTANCE

IN MINERALS EXPLORATION

by

W. S. Moore Company
400 Torrey Building
Duluth, Minnesota

March 17, 1964

f) Reasons for Expecting to Find Ore

Hidden Vein -

Surface drilling proposed south of the Reynold's tunnel is in a nearly completely unexplored and unmined 1200 - foot block along the Hidden vein. Surface sampling of the two outcrops showed ore grades over minable widths:

		Au	Ag
South outcrop	3.5'	.64	7.32
North outcrop	6.0'	.50	3.32

Furthermore, at the south outcrop, 17.5' averaged .22 oz Au and 2.00 oz Ag, or a $ value of $10.28, which indicates possible wider zones of minable ore. Since this is in the oxide zone, copper content is negligible. The vein appears strong and the walls show intense quartz-alumite alteration. Soil talus and the Iowa dump cover the vein over most of this length. The gold-silver oxide zone extends at least 350' from the surface, and even in the sulphide zone in the nearest workings, gold-silver content was still appreciable, as shown by car samples from the Thornton raise which averaged 1.08 oz Au and 2% Cu and the Moore drill-hole H-1 (.485 oz Au, 3.06 oz Ag, and .48% Cu). There is good reason to expect one or more similar ore shoots along the south extension of the Hidden vein. Any ore found could be readily developed at depth by the Reynolds Tunnel.

Tewksbury Pipe -

No revisions have been made for this area, as the entire potential is in gold-silver and in fact, unusually high silver values for the district. No mining has been done from the few workings south of the Iowa tunnel, as the values were disseminated rather than in definite high-grade veins which were the desirable type in early-day mining. Please refer to the discussion in the original application.

Annie Vein -

Please refer to the discussion in the original application.

Dexter Vein -

Surface drilling is proposed to explore this E-W cross-vein which is one of the major veins but which has seen only limited exploration (See Plates 7 and 9). The vein has been mapped and sampled on the Chandler level where it averages 6.7' wide and assaying .19 oz Au, .86 oz Ag, and 4.77% Cu. The other levels are all inaccessible. It is one of the strongest veins seen underground. Although the Chandler level sampling and Hole A-I-2 indicate predominantly copper values, the strength of mineralization is illustrated, and the upper 300' - 500' is entirely within the oxide zone where predominant gold-silver values

are expected. Gold-silver samples by Newmont Mining Company are shown along the Dexter long-section surface line. These samples were taken both from vein and wallrock, depending on outcrops available, hence the wide variation. They illustrate the presence of substantial gold-silver values over a wide zone, as the vein on surface is 50 feet wide east of the Queen cut and quartz-alunite alteration with disseminated sulphides is even more widespread. The intersections with the Annie and Highland Mary veins appear to be particularly good targets.

Esmond - Pickens Cross-Vein Zone

Very little information is available on these cross-veins west of the Annie vein although they most certainly extend at least 500 feet west, based on meager surface data. The Esmond, Pickens, and "D" cross-veins should all intersect in the area indicated on Plate 10. Vein intersections in the Summitville district have been unusually favorable, resulting in many rich pipe-like ore shoots. For example, the Wiley-Pickens lease operation produced $501,261 from the very small Pickens cut which is at the Pickens-Annie vein intersection. The Pickens vein was cut off by a latite dike and fault about 150 feet west and was never found to the west. However, underground exploration was very limited inasmuch as only one short drift extended into this area from the Esmond adit and it was 150 feet south of the projected Pickens vein. The surface is largely covered by soil and talus. We expect to find substantial disseminated gold-silver values as well throughout the 200-foot width of the Esmond-Pickens zone and at its intersection with Cross-vein D. Therefore, we have a dual objective of the high-grade veins and the disseminated low-grade deposits.

5. EXPLORATION WORK

a) Description of Proposed Work

In all proposed drilling, holes are planned no closer than 100 feet apart and usually considerably more, depending on the size of the target. Also, holes are planned to intersect a vein or mineralized zone from 100-200 feet apart vertically. All drilling must be angle holes since the veins and pipes dip steeply and the disseminated zones have nearly vertical veins or veinlets within them which must be properly intersected. Holes will be collared NX and continued as far as ground conditions permit and then completed BX or AX.

Based on very difficult drilling conditions experienced during 1963, it is expected that NX size cannot be continued much past 100 feet. Wireline equipment will very likely be used depending on who is awarded the contract, so the core size should be specified either standard NX, BX, and AX or wireline NX, BX, AX sizes. Core boxes should be provided for an estimated 80% of the footage, as plug-bitting will be used only where we are certain of no significant sulphide dissemination. The use of plug-bits will have to be left up to the discretion of the Operator and the OME field engineer, as each area will vary. A substantial portion of the exploration is to test the disseminated mineralization and should be completely cored.

In regard to casing, reaming, and cementing, a total of 350 hours of reaming and 300 hours cementing-casing or about 24 hours per hole, is requested. This may sound excessive, but experience during 1963 indicates that this is a realistic figure in view of very difficult drilling. Compressed air for underground drilling will be furnished by W. S. Moore Company.

With regard to supervision, a resident geologist, a resident engineer, and a part-time consulting geologist are proposed as a reasonable supervision for a project of this magnitude. In line with previous OME policy, these are included at a per-foot of drilling cost. All work is proposed well within company land boundaries and no problem will be experienced in this respect.

Although some specific hole locations are now requested, a considerable percentage of the footage is left open as to location depending on results obtained in the first holes. Additional holes will be planned above, below, or laterally from those holes which show encouraging results and will be planned in consultation with the O.M.E. field engineers. In accordance with the request from the O.M.E., Washington Office, no holes will depend on geophysical work as it appears unlikely that this work can be completed in sufficient time anyway. All proposed work is shown on the accompanying plans and long-sections which show relationships to all mine workings and geology.

The proposed exploration work is herewith listed and discussed by area:

Hidden Vein

Drilling

Surface	2150 feet

Plates 2 and 3 illustrate the proposed work. Two specific surface holes are proposed, both of these from the relatively flat area east of the Hidden vein. They will intersect the vein about 200 feet below the surface, which is about the depth of the middle of the large oreshoot immediately north, and both holes are located below the promising sampled areas on surface. While these holes are being drilled, bulldozer cuts

at the approximate indicated locations will be completed to assist in the location of three additional holes.

The following is a summary:

No.	Angle	Approximate Depth
GH - 1	-40°	350'
GH - 2	-35°	300'
2 holes		@ 300'
2 holes		@ 450'
	TOTAL	2150 feet

Tewksbury Pipe

Drilling - Surface 1950 feet

The first two holes are intended to explore the pipe from 50-250 feet below the surface and are being planned to depths of about 350 feet at -10°. They will completely intersect the actual vein as well as the disseminated mineralization throughout the quartz-alunite alteration zone. The entire holes should be cored. Hole GT-3 is shown as an example of a possible third hole to explore at depth, but its attitude should be determined after completion of the first two holes. A total of 1250 feet is allotted for subsequent drilling. It is likely that some drilling will be warranted along the Parole vein extension to the southwest. Bulldozing for all drill sites will be required.

Annie Vein

Bulldozing - 40 hours

Inasmuch as very little surface assay data is available for the Copper Hill Knob area, the proposal is revised to include an extensive program of bulldozer cuts first as shown on Plate 6. All of these cuts will be mapped and sampled to determine whether drilling is justified and, if so, as to the best locations. Since the known mineralization occurs both in pipelike masses and as disseminations, a series of cuts where terrain will permit should provide much useful data upon which to intelligently plan drillholes. Except on the knob itself, most of the bedrock is covered by talus and soil. Forty hours will be required.

Drilling - Surface 1500 feet

Core drilling under the OME is proposed only for the near-surface gold-silver mineralization as delineated by the bulldozer cuts. Two hole locations are shown on Plate 6, which are designed to explore the main silicified portion of the deposit which has seen no underground exploration. However, their exact locations will depend on the data from the

bulldozer cuts. Bulldozer work will also be required for all drill sites. The first two holes should be at least 250 feet in length and should explore the Annie vein zone mineralization from 50 - 200 feet from surface. Entire holes should be cored as disseminated mineralization is the main target.

Dexter Vein -

Drilling - Surface 1800 feet

This portion of the application has been revised to eliminate the two holes, GD-3 and GD-4, below the DMEA ore blocks, since they are more in the nature of development and are within the predominant sulphide copper zone.

The holes near surface in the oxide zone are retained, however, as they are well within the gold-silver zone and numerous surface assays indicate possible ore shoots along the Dexter vein. Hole locations for GD - Nos. 1-4 are shown only on the long-section. Actual collars of each hole will be to the north of the vein and north of the Queen cut shown on the Long-Section, Plate 7. Hole GD-1 is below the prominent vein outcrop 100' west of the Queen cut and at the intersection with the Highland Mary vein. Hole GD - 2 will intersect the vein about 200 feet below where assays of .70 and .97 oz. Au have been taken by Newmont. The degree of alteration and amount of vein quartz on surface indicates an oreshoot. Holes GD - 3 and GD - 4 (New) will explore the oxide zone between the Annie and Highland Mary vein intersections.

Esmond - Pickens Cross-Vein Zone

Bulldozing 40 hours

Cuts are proposed as shown on Plate 11 to thoroughly expose the west extensions of the Pickens and Esmond veins and their intersections with Cross-Vein "D". If mapping and sampling of these cuts indicates a possible economic vein system, drilling will then be warranted.

Drilling - 1500 feet

Depending on the depth, this amount of drilling should provide for from 3 - 5 holes which should be adequate to ascertain the merits of the zone. The decision to do this drilling as well as the hole locations will depend to a great degree on the bulldozer cuts. Since the veins dip north, all holes must be drilled from the north and very likely should be cored all the way.

SUMMARY

	Surface Drilling
Hidden Vein	2150 feet
Tewksbury Pipe	1950
Annie Vein	1500
Dexter Vein	1800
Esmond - Pickens Vein	1500
DRILLING TOTAL	8900 feet

	Bulldozing
Hidden Vein (exploration)	40 hours
Annie Vein (exploration)	40
Esmond-Pickens Vein (exploration)	40
Drill sites	150
	270 hours

b) Access Roads
(No revisions)

c) Time
(No revisions)

7. Estimate of Costs

a) Independent contracts

Three contractors bids support the drilling costs:

Surface Drilling: (Core)	7120 feet @ $7/ft. ave.	$49,840.00
Surface Drilling: (Non-Core)	1780 feet @ $5.50/ft.	9,790.00
Reaming - 350 hours @ $4		1,400.00
Casing, Cementing, and Moving - 300 hrs. @ $10		3,000.00
Bulldozing - Exploration - 120 hrs. @ $18		1,440.00
Drill sites - 150 hrs. @ $18		2,700.00
	TOTAL	$68,170.00

b) Personal Services

Exploration Manager $800/mo.

Resident Geologist $800/mo. ?

Consulting Geologist $500/mo.

Non-Technical Assistant $ 400/mo.

TOTAL $2500/mo.

number of shifts/day

We would plan to have three drills on the job and assuming that 20 feet is drilled by each machine/shift, the total time consumed would be about six months. Because of the excessive distance to town, a camp will be provided for all personnel. The exploration manager will also be camp manager.

The total cost of this supervision would then be as follows:

Salaries of above listed personnel -		$15,000.00
Meals at camp -	@ $3.50/day	2,520.00
	TOTAL	$17,520.00

Since at least a portion of their time will be spent on company exploration other than the OME program, only 50% of the total is included, which would be $8,760.00 for supervision. Prorated against the 8900 feet of drilling, the cost is about $.98 per foot. In line with previous OME procedure, supervision is included at this per foot cost.

8900 feet @ .98	$ 8,722.00

c) Operating Material and Supplies

Core boxes (80% of 8900) 712 @ $1	$712.00
Cement or other drilling materials	150.00
TOTAL	$862.00

d) Operating Equipment
None

e) Initial Rehabilitation and Repairs
None

f) New Buildings, Fixtures, Installations
None

g) Miscellaneous
In view of the disseminated mineralization, most of the wallrock will require assaying, and the veins will often require assaying of short intervals. Therefore, it appears quite reasonable to assume assaying to be necessary at the ratio of one/10 feet of core or 712. In addition, it is estimated that the bulldozer cuts will require another 60 samples in each of the three areas or 180 total.

892 assays for Au, Ag, and Cu @ $4	$ 3,568.00

COST SUMMARY

a) Independent Contracts	$68,170.00
b) Personal Services	8,722.00
c) Operating Materials and Supplies	862.00
g) Miscellaneous	3,568.00
GRAND TOTAL	$81,322.00

HIMES DRILLING COMPANY
CONTRACT DRILLING
POST OFFICE BOX 727
NUCLA, COLORADO

PHONE 864-7394

March 7, 1964

Mr. Charles E. Melbye
2020 Foothills Road
P. O. Box 309
Golden, Colorado

Dear Chuck:

Thank you for your letter of February 29, 1964, in which you requested I send you a supplementary bid on the W. S. Moore Company project at Summitville.

The following price quotations are based on nonscore drilling.

UNDERGROUND DRILLING		
NX ROTARY	0-200 feet	$ 5.50
	200-400 feet	6.00
	400-600 feet	6.50
BX ROTARY	0-200 feet	5.50
	200-400 feet	6.00
	400-600 feet	6.50
AX ROTARY	0-200 feet	5.50
	200-400 feet	6.00
	400-600 feet	6.50
SURFACE DRILLING		
NX ROTARY	0-200 feet	5.50
	200-400 feet	6.00
	400-600 feet	6.50
BX ROTARY	0-200 feet	5.50
	200-400 feet	6.00
	400-600 feet	6.50
AX ROTARY	0-200 feet	5.50
	200-400 feet	6.00
	400-600 feet	6.50

All other conditions of my bid of February 5, 1964, still stand. Please notify me when this bid is awarded.

Sincerely,

HIMES DRILLING COMPANY

Bud Himes

BH/pb

DIAMOND CORE DRILLING
DIAMOND DRILLING EQUIPMENT
GROUTING
FOUNDATION TESTING
MINING
QUARRYING
SHAFT SINKING
TUNNEL DRIVING
MINE PLANT DESIGN
AND FABRICATION

Boyles Bros. DRILLING COMPANY
CONTRACTORS - ENGINEERS - GEOLOGISTS
2960 W. 7th Avenue
DENVER 4, COLORADO
Phones: ALpine 5-9244
ALpine 5-0855

General Offices and Plant
1624 Pioneer Road P. O. Box
SALT LAKE CITY 10, UTAH
HUnter 7-7595

BRANCH OFFICES
PHOENIX
RENO
SPOKANE
DENVER
SACRAMENTO
ST LOUIS

March 4, 1964

W. S. Moore Company
Box 309,
Golden, Colorado

Attention: Mr. Charles E. Melbye

Gentlemen:

Please incorporate the following price schedule into schedules in letter of February 7, 1964.

1. Underground Drilling.

B. Non core Drilling -	NC	NX	BX	AX
0 to 100 feet in depth, per linear foot,	$9.25	$7.75	$6.25	$5.50
100 to 200 feet in depth, per linear foot,		9.25	7.75	7.50
200 to 300 feet in depth, per linear foot,			9.25	9.00
300 to 400 feet in depth, per linear foot,			10.75	9.75
400 to 500 feet in depth, per linear foot,				11.75

II. Surface drilling.

B. Non-core Drilling -	NC	NX	BX	AX
0 to 100 feet in depth, per linear foot,	$10.50	$9.00	$7.50	$6.75
100 to 200 feet in depth, per linear foot,		$10.50	$9.00	7.50
200 to 300 feet in depth, per linear foot,			10.50	9.00
300 to 400 feet in depth, per linear foot,			12.00	11.00
400 to 500 feet in depth, per linear foot,				13.00

All other prices will govern as quoted.

Very truly yours,

BOYLES BROS. DRILLING COMPANY

George E. Lensch

George E. Lensch, District Manager

GEL/eg

March 16, 1964

Mr. John H. Jennings, Vice-Pres.
Colorado National Bank
17th and Champa
Denver, Colorado

Dear Sir:

COPY

We desire to drill a silver-gold-copper prospect in Rio Grande County, southwest Colorado, and desire to borrow $50,000.00 to $100,000.00 to conduct this exploration this year. The property is known as the Summitville Mine from which several million dollars in gold and silver have been produced by former operators. The mine is now dormant, but from geological reports and drilling done by the Defense Mineral Administration, we believe that there are substantial areas in the mine unexplored.

We will not have collateral available to support this loan in view of commitments at our West Duluth plant, and carrying charges on various properties. Consequently the loan must be supported by the favorable ground and geological reports recommending the drilling.

We will appreciate consideration of this application.

Would you kindly address your reply to this request at your earliest opportunity to our consulting geologist -

Mr. Charles E. Melbye
P. O. Box 309
Golden, Colorado

Very truly yours,

W. S. MOORE CO.

R. J. Kennedy, Secretary
r

bcc: Charles E. Melbye
Irving F. Moore

Colorado National Bank

PETROLEUM DEPARTMENT

JOHN H. JENNINGS, VICE PRESIDENT

DENVER, COLORADO

March 18, 1964

Mr. Charles E. Melbye
P. O. Box 309
Golden, Colorado

Dear Mr. Melbye:

Reference is made to a letter dated March 16, 1964, addressed to The Colorado National Bank, requesting a loan in the magnitude of $50,000.00 to $100,000.00 to conduct your exploration program this year. As requested by Mr. R. J. Kennedy, Secretary, W. S. Moore Co., this letter is addressed to you.

Bank policy does not permit us to make loans on exploration work either in the mining or petroleum fields. Bank loans are usually collateralized by a mortgage on the property in production, which creates income to retire the debt. Since this is purely exploration I, therefore, have no choice but to decline the loan as requested.

Very truly yours,

John H. Jennings

JHJ:jn

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20, Denver Federal Center
Denver, Colo. 80225

OFFICIAL FILE COPY
FEB 28 1964
O. M. E
RECEIVED MAR 2 1964

DATE	INITIALS	CODE

Memorandum

To: George C. Selfridge, Chief
Division of Field Operations, OME
Washington, D.C. 20240

From: Acting Field Officer, OME, Region III

Subject: Application for OME aid
W. S. Moore Co., Gold-Silver,
Summitville Mines, Rio Grande County, Colo.

Attached is the subject application in the amount of $89,017.00. The same claims were included in DMEA-4643, Idm E-1107 General Minerals Corporation.

The new approach to the exploration of this property by the W. S. Moore Co. may have some merit.

Mr. Melbye advises that the Lien & Subordination agreements will be forthcoming. He will also ask Boyles Bros. and Himes Drilling Co. to furnish bids on the non-core drilling.

Hugh M. Connors

Hugh M. Connors

HMC:ss

MME Form 40
July 1962

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OFFICIAL FILE COPY
O. M. E
RECEIVED MAR 2 1964
DATE | INITIALS | CODE

APPLICATION FOR FINANCIAL ASSISTANCE IN MINERALS EXPLORATION

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

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

W. S. Moore Co.
400 Torrey Building
Duluth, Minnesota

APPLICANT DO NOT USE THIS BLOCK

DOCKET NUMBER 6344

DATE RECEIVED 3-2-64

REGION III

DIVISION CODE

BUSINESS ORGANIZATION *(Check one)*

INDIVIDUAL	
CORPORATION	X
PARTNERSHIP	
OTHER *(Specify)*	

STATE IN WHICH FIRM IS ORGANIZED

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

NAME	ADDRESS	TITLE
Warren S. Moore	400 Torrey Bldg., Duluth, Minn.	President
H. E. Reese	"	Vice-President
Robert J. Kennedy	"	Secretary
Helen F. Moore		Treasurer

OME
DEPARTMENT OF THE INTERIOR
FEB 28 1964
REGION III
DENVER, COLORADO

MINERAL(S) FOR WHICH YOU WISH TO EXPLORE
Gold-Silver

ESTIMATED COST OF PROJECT
$ 89,017.00

PROPERTY NAME / LOCATION COUNTY / STATE
Summitville Mines, Rio Grande, Colorado

GENERAL INSTRUCTIONS

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

CERTIFICATION

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

Feb 27 1964
DATED

Warren S Moore
BY *(Signature)*

President
TITLE

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

INFORMATION REQUIRED WITH THIS APPLICATION

1. Financial Eligibility:

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

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

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

2. Applicant's Rights in Land:

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

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

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

3. Physical Description:

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

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

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

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

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

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

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

4. Accessibility of Property:

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

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

5. Exploration Work:

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

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

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

6. Experience:

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

7. Estimate of Costs:

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

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

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

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

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

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

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

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

DUP. SEC., WASH., D.C.11879

APPLICATION FOR FINANCIAL ASSISTANCE

IN MINERALS EXPLORATION

by

W. S. Moore Company
400 Torrey Building
Duluth, Minnesota

February 17, 1964

1. FINANCIAL ELIGIBILITY

a) Evidence of Efforts to Obtain Financing:

Attempts were made to secure financing of the Summitville project from the First American National Bank of Duluth and Northwestern Bank of Commerce in Duluth. The letters of request and reply are included with this application.

b) Affiliated Companies:

The Summitville project is being carried on solely by W. S. Moore and there are no affiliated or participating companies or individuals.

c) W. S. Moore Company will furnish their share of the cost of exploration in cash.

2. APPLICANTS RIGHTS IN LAND

a) Applicants Interest in the Land:

W. S. Moore controls the property through an assignment of the lease held by John B. and Shirley A. Rigg from the Reynolds - Morse Corporation, owners. The Rigg lease was a transfer of the lease originally held by General Minerals Corporation of Dallas, Texas. The Following legal documents are attached to show extent of interests.

1. Agreement of Lease - Reynolds - Morse Corporation and B. T. Poxson with General Minerals Corporation.

2. Assignment Agreement - John B. and Shirley A. Rigg to W. S. Moore Company.

3. Agreement Modifying and Amending Mining Lease - Reynolds-Morse Corporation with W. S. Moore Company.

The only lien on the property is that of the Defense Minerals Exploration Administration from the previous exploration loan which was certified as a discovery. This was under DMEA Contract No. IDM-E1107 in the amount of $5,854.00.

b) Legal Description:

The claims to be explored are the same as those previously included in the DMEA contract as there have been no changes. These are as follows:

Golden Queen Lode	Survey No. 61
Little Annie	Survey No. 63
Del Norte	Survey No. 64
Margaretta Lode	Survey No. 65
Little Ida Lode	Survey No. 67

San Juan Placer		Survey No. 68
North 800 ft. Little Jessie		Survey No. 71
Peterson Placer		Survey No. 74
Brandt Placer		Survey No. 75
Bobtail Lode		Survey No. 325
Oding Lode		Survey No. 475
Snow Bank Lode		Survey No. 604
Moltke Lode		Survey No. 607
Golconda Lode		Survey No. 319
Tunnel Lode		Survey No. 320
Boss Lode		Survey No. 321
Nick Lode		Survey No. 713
Game Cock Lode		Survey No. 716
Garfield Lode		Survey No. 910
Bay State Lode		Survey No. 896
Little Hattie Lode		Survey No. 977
Sheridan Lode		Survey No. 892
Columbia Lode		Survey No. 890
Home Stake Lode		Survey No. 898
Eureka Lode	Pat.	Survey No. 889
Jubilee Lode	Pat.	Survey No. 891
Parole Lode	Pat.	Survey No. 608
Pay Streak Lode	Pat.	Survey No. 893
Logan Lode	Pat.	Survey No. 897
Bayard Lode	Pat.	Survey No. 894
Great Independence Lode	Pat.	Survey No. 609
Golden Vault Lode	Pat.	Survey No. 610
Iowa Lode	Pat.	Survey No. 895
Jennie Placer	Pat.	Survey No.1097
C. B. & Q. Placer	Pat.	Survey No. 798
I. & C. C. Placer	Pat.	Survey No. 611
Highland Mary Lode	Pat.	Survey No. 606
Highland Mary No. 2 Lode	Pat.	Survey No. 16314
South Columbia Lode	Pat.	Survey No. 16323
Aurora Lode	Pat.	Survey No. 16324
Vanner Lode	Pat.	Survey No. 16324
Pittsburgh Lode	Pat.	Survey No. 16324
Dexter Lode	Pat.	Survey No. 77
Aztec Lode	Pat.	Survey No. 621A
Gray Eagle (1/6 interest)	Pat.	Survey No. 532
Little Nellie (1/6 interest)	Pat.	Survey No. 62

S.C.M.I. Possessory Lode Claims Nos. 1 to 30
No Good Lode Claim (Unpatented)
Confusion Lode Claim (Unpatented)
G. & P., G. & P. No. 1 and G. & P. No. 2 Lode Claims (Unpatented)

Spar Placer	Pat. Survey No. 5736
Rio Grande Placer	Pat. Survey No. 5736
Denver Placer	Pat. Survey No. 5738
Electric Placer	Pat. Survey No. 6413

The Southeast quarter (SE¼) of Section 17, and the Northeast quarter (NE¼) of Section 29, all in Township 37 North, Range 4 East.

Unpatented claims are recorded in the Rio Grande county courthouse, Del Norte, Colorado.

c) Five copies of the Lien and Subordination Agreement are attached.

3. PHYSICAL DESCRIPTION

a) Description of Past and Present Operations -

After the discovery of gold in the Summitville district in 1870, prospecting continued and mining on a significant scale started in 1875 and continued steadily until 1887, after which the easily accessible oxidized gold ores were mined out and production declined. The history of the district is essentially the history of the Summitville Mines property, the subject of this application, as nearly all the claims and mines have been consolidated under one ownership. This consolidation took place in 1915 and has been continued to the present by the Reynolds-Morse estate.

Activity from 1915 - 1934 was very limited except for the now-famous Wiley-Pickens lease operation during 1926 - 1931 when 864 tons netted $501,261.

In 1934, the most productive period in the property's history commenced under control of Summitville Consolidated Mines, Inc. when a flotation-cyanide mill was constructed. Substantial production continued through 1942 and thereafter limited production during World War II until 1946. Nearly all the total recorded production of $7,430,334 was made by this time. Robert L. Jones of Leadville, Colorado, mined and milled a small quantity of dumps and surface ores in 1948. In 1953 Newmont Mining Corporation completed surface sampling but drilled only the wide but unproductive Missionary vein at the north edge of the district.

General Minerals Corporation leased the property in 1955 and 1956 and spent about $262,000 rehabilitating the Reynolds and Chandler tunnels but completed only limited new exploration. When General Minerals terminated their entire mining department, Mr. John B. Rigg, drilling superintendent for the company, purchased the lease and equipment. A DMEA loan had been approved and started in October 1957, and this loan and included exploration work was continued by Mr. Rigg during 1958-1961. Work consisted of exploration of the Annie and Tewksbury veins by drifting and core drilling. The project was certified as a discovery by the DMEA in view of substantial ore reserves found and which are listed under the ore reserve section. During the next two summers, only limited work was done by Mr. Rigg, consisting of rehabilitation of the Hidden vein drift and shipment of development ore from the Chandler level.

W. S. Moore Company, the present lessee, subleased the property in 1963 and started exploration drilling from October-December. Work was confined to the Hidden and Annie veins.

b) Interest in Operations Described Under (a)

W. S. Moore Company had an interest only in the exploratory operations conducted during 1963.

c) Past Production

The U. S. Geological Survey Professional Paper 343, Geology and Ore Deposits of the Summitville District, by T. A. Steven and J. C. Ratte has been used as the reference for production figures. Total $ value has been $7,430,334 with the following breakdown by metal:

Gold	$7,001,031
Silver	348,321
Copper	74,552
Lead	6,430

d) Ore Reserves

The main known ore reserves are those submitted with the final DMEA report by Charles E. Melbye, consultant to John B. Rigg. These are summarized on the following page, but assay maps are not included since these will be readily available in the OME files.

In addition, an ore reserve for the Hidden vein by George H. Garrey, resident or consulting geologist at the property for over 30 years, is believed to be accurate. Drilling in 1963 partially confirmed these reserves and the reserve blocks are shown on the Long-Section, Plate 2. Total reserve is 17,046 tons with a value in gold - silver of $36.88/ton. The following page shows a complete tabulation.

Drilling in 1963 by W. S. Moore Company on the Annie vein 125 feet below the Reynolds Tunnel disclosed a remarkably wider zone of gold-silver-copper ore than in the upper workings. Since this is the first exploration below the Reynolds level, the implication of potential reserves are very encouraging. Although no ore reserves can yet be calculated, the results strongly indicate that minable reserves will be delineated with further drilling. A cross-section of this hole is included. (Plate 5).

e) Geology

Rock Types:

The wallrock in the entire mine area is the lower member of the Tertiary Fisher quartz latite or quartz latite porphyry. These flows are very massive, and the main variation is that of phenocryst size. The large plagioclase, sanidine, and quartz phenocrysts are commonly ½ to 1 inch in diameter. In addition, fine-grained gray quartz latite dikes and gray-black andesite dikes may be seen in the workings. These are generally post-vein in age.

Measured Ore	Vein	Tons	Oz Au	Oz Ag	% Cu	Gross Value Per Ton	Total $ Value
	Annie	29,177	.087	2.10	3.88		
	Tewksbury	12,370	.30	4.17	2.54		
		41,547					
	-15%	6,232					
Total Recov.		35,315	.150	2.72	3.48	$29.32	$1,035,436
Indicated Ore							
	Annie	14,979	.079	2.04	4.11		
	Dexter	14,579	.190	.86	5.77		
	Tewksbury	19,893	.30	4.17	2.54		
		49,451					
	-15%	7,418					
Total Recov.		42,033	.20	2.55	3.97	$33.94	$1,426,600
Inferred Ore							
	Annie	18,273	.072	1.75	4.09		
	Dexter	18,180	.190	.86	5.77		
	Tewksbury	2,562	.30	4.17	2.54		
		39,015					
	-15%	5,852					
Total Recov.		34,163	.142	1.49	4.77	$36.03	$1,230,893
GRAND TOTAL		111,511 Tons					$3,692,929

HIDDEN VEIN ORE RESERVE TABULATION

	Ore Reserve Block	Vein Width	Tonnage	Gross Value Per Ton	Total $ Value
Measured Ore:	H-M-1	4'	7,504	$36.50	$273,896
	H-M-2	5'	1,067	$74.67	79,673
	H-M-3	4'	3,433	$39.40	135,260
	H-M-4	4'	2,850	$20.00	57,000
	H-M-5	4'	1,824	$36.88	67,269
	H-M-6	4'	1,749	$36.88	64,503
			18,427	$36.88	$677,601
		-15%	2,764		
	Total Recoverable		15,663	$36.88	$577,651
Indicated Ore:	H-IN-1	4'	1,627	$36.88	$ 60,004
		-15%	244		
	Total Recoverable		1,383	$36.88	$ 51,005
GRAND TOTAL RECOVERABLE ORE			17,046 Tons		$628,656

The Conejos andesite flows outcrop just below the mine camp and were originally thought to underlie the mine workings. However, present thinking is that the mine area lies in the throat of the South Mountain volcanic vent and that the same quartz latite porphyry has been intruded from below the mine area, as well as the altering and mineralizing solutions. If so, no Conejos andesite will be present at depth directly below the mine.

Structure:

The important structural feature in this exploration program is the prominent northwest fault system which extends through the middle of the Summitville district and has been the locus for the Annie, Tewksbury, Hidden, and other important veins. Exact traces of the faults are often completely obscured by later alteration and by the siliceous vein material. Steven in USGS Professional Paper 343 states that the southwest block seems to have been displaced downward about 900 feet. Various periods of fault movement followed by hydrothermal alteration have taken place along this zone, resulting in a complex history which is difficult to interpret. Numerous cross-faults are present in the northwest fault system, and veins such as the Dexter (N75°W) and the Esmond (75°E) are localized on these faults. Most of the veins dip steeply from 75° - 90°.

Alteration and Mineralization:

Alteration: The conspicuous feature of the district is the intensity of hydrothermal alteration. Both blanket alteration and vein-localized alteration are present and must be properly interpreted in an intelligent direction of exploration. The general features can be distinguished by field mapping, but we must refer to Steven's petrographic work for the mineralogical details of alteration.

Blanket alteration in the district covers an area roughly 8000 feet N-S by 5000 feet E-W. This creamy yellow to white bleaching is due to a montmorillonite-chlorite alteration of the quartz latite. Vein localized alteration is of the quartz or quartz-alunite type which forms vein envelopes from 50 to 350 feet wide, and this sometimes changes outward into an illite-kaolinite type. The hard siliceous quartz-alunite alteration increases toward the Annie and other veins and is an important guide to ore. Varying degrees of pyritization may be seen nearly everywhere in the district.

Mineralogy: Most of the old workings are above the Chandler level and in the oxide zone. The copper sulphides and pyrite are generally highly oxidized and the remaining ore mineral is essentially native gold with limonite. Between the Ida and Chandler levels, the copper sulphide content increases sharply and is present mostly as enargite and covellite with less

important chalcocite, chalcopyrite, and tennantite. Chalcopyrite is becoming very abundant below the Reynolds level. Some supergene alteration or enrichment has occurred in this transition zone as evidenced by sooty chalcocite and enargite. Most of the copper content, as enargite and covellite, however, is believed due to primary deposition. Gold and silver values are lower in the sulphide zone, which is normal where near-surface residual enrichment has occurred, but still comprise an important part of the ore values, as shown by Hole H-1 on the Hidden vein which was entirely unoxidized and assayed .485 oz Au and 3.06 oz. Ag. Also, considerable high-grade gold ore was shipped from the Thornton raise and stope above the Reynolds level.

Vein Character: Well-defined vein walls are often absent, and the widths are usually determined by the typical vuggy silicified vein material, which has cemented fault breccia in many cases. Ore minerals occur as vug fillings, fracture fillings, and replacements.

The Hidden vein is a sinoid type and the wider portions occur where the vein convex to the west. (See cross-section, plate 8) Widths of different veins vary widely from 2-4 feet in the narrow portions to 50-75 feet in certain areas, such as the Annie-Dexter vein intersection and the Annie vein west of the Copper Hill adit. Vein intersections will often produce sizeable silicified pipe deposits such as the Tewksbury-Parole and the Esmond-Annie intersections. Gold, silver, and copper values are disseminated throughout these pipes as well as in the walls of most veins, especially within the quartz-alunite alteration envelope.

f) Reasons For Expecting to Find Ore

Hidden Vein - Underground drilling proposed for the Hidden Vein is directly below the area continuously stoped for 600 feet along strike, and below the Garrey ore reserve blocks. A strong vein persists to the Reynolds level and drilling on the nearby Annie vein in 1963 below the Reynolds level showed increased widths and grades, thereby illustrating depth persistence in the Summitville district. One drillhole in the Hidden vein, 132 feet above the Reynolds Level, during 1963, showed .485 oz Au, 3.06 oz Ag and .48% Cu from 129.5' - 132.5'. The Hidden vein is primarily a gold-silver vein and substantial gold-silver values are expected to continue well into the sulphide zone, although the bonanza ore near surface is no longer expected. As an excellent indication, the average of car samples from the Thornton raise was 1.08 oz Au and 2% Cu and from the adjacent stope .30 oz Au and 2% Cu. Silver content was not given but muck samples indicate about 3 oz. Ag/Ton.

Surface drilling proposed south of the Reynolds Tunnel is in a completely unexplored and unmined 1200-foot block along the Hidden vein. Surface sampling of the few outcrops showed ore grades over widths of 3.5-6.0', the vein appears strong, and intense quartz-alunite alteration is present.

Statement by Mr. Co

Mt Co. plans to
continue deep
drilling program
using company funds
"since the gold-silver
content is too low to
qualify for OME
assistance."

This is in ref. to
Anne Weir

Soil and talus cover the vein over most of this length. There is good reason to expect one or more similar ore shoots along the south extension of the Hidden Vein. Any ore found could be readily developed at depth by the Reynolds Tunnel.

Tewksbury Pipe

Surface mapping shows a circular area, 250' in diameter, with vuggy mineralized quartz surrounded by a massive quartz and quartz-alumite alteration envelope containing disseminated gold-silver. Extensive sampling was done by Newmont Mining Company and these results are shown on the accompanying plan map. Although widths are not available, they all represent an entire outcrop of pit face or in the case of dumps, a large amount of material. The assays indicate very substantial disseminated gold-silver throughout the pipe, and silver content is unusually high for the Summitville district. Size of the deposit would indicate amenability to low-cost mining, either open-pit or underground.

Annie Vein

The Copper Hill knob is part of the major Annie Vein structure and is a very striking silicified and mineralized area at least 400 feet square and with many additional offshoots. Disseminated gold-silver-copper values occur throughout this zone and we believe there is an excellent possibility of a large tonnage of open-pit gold-silver ore with low copper content near surface with this content changing to primarily copper with important gold-silver values at depth. The disseminated values have been conclusively illustrated by Hole A-2 completed by W. S. Moore Co. in 1963, in which 145' averaged .017 oz Au, .22 oz. Ag, and .97% Cu. This is ore if sufficient tonnages can be developed along strike and at depth. The same zone at surface is represented by the Copper Hill knob. We expect the gold-silver content to increase and compensate for the copper decrease, and thereby account for a large tonnage of open-pit gold-silver ore. In spite of many underground workings in the mine, none have directly penetrated the Copper Hill knob. The Copper Hill adit was off to one side. About 1/3 of the total district production of gold-silver ore has come from the Annie vein, thereby showing its major importance. Past exploration and mining was directed only toward the small high grade ore bodies.

W. S. Moore Company plans to continue the deep drilling program solely with company funds in 1964, since the gold silver content is too low to qualify for OME assistance. Assistance is being asked only for surface drilling of the oxidized gold-silver mineralization.

Dexter Vein

Both surface and underground drilling are proposed to explore this E-W cross vein which is one of the major veins but which has seen only limited exploration (see Plates 7 and 9). The vein has been mapped and sampled on the Chandler level where it averages 6.7' wide and assaying .19 oz Au, .86 oz Ag, and 4.77% Cu. The other levels are all inaccessible. It is one of the strongest veins seen

underground. Surface sampling was started in the fall of 1963 but could not be finished. However, a few samples by Newmont Mining Corporation are available and are shown on the Dexter Long-Section. These samples were taken both from vein and wallrock, depending on outcrops available, hence the wide variation. The vein on surface is 50' wide east of the Queen cut and quartz-alunite alteration is widespread. The intersections with the Annie and Highland Mary veins also appear to be particularly good targets. We expect that portion of the Dexter vein above the Dexter level to be predominantly gold-silver and that portion below the Chandler ore reserve blocks to contain important gold-silver values at least to the Reynolds level.

g) Two copies of the following maps are included and none of these need to be returned.

Plate 1 - OME Reference Map - Summitville Mine workings 1" = 200'
2 - Hidden Vein Long-Section, 1" = 100'
3 - Hidden Vein - Underground Plan Map, 1"= 40'
4 - Tewksbury Pipe - Plan Map and Section, 1" = 100'
5 - Annie Vein - Hole A-2 Cross-Section, 1" = 40'
6 - Copper Hill Knob - Plan Map, 1" = 100'
7 - Dexter Vein - Long-Section, 1" = 40'
8 - Hidden Vein Cross-Section, 1" = 40'
9 - Dexter Vein - Chandler Tunnel Assay Map, 1" = 40'

4. Accessibility of Property

a) In view of previous knowledge of the property by present OME personnel in the Region III Denver Office, it is hoped that the merits of the project can be judged without a field examination, since the property is presently snowed in until spring. Because of the short season, it is very necessary to be ready to start exploration work immediately in the spring. Data and maps in support of this application are believed to be quite thorough and complete. For further information or assistance, contact:

Charles E. Melbye
Consultant to W. S. Moore Co.
2020 Foothills Road
Golden, Colorado
279-1542

Also, the site proposed for underground drilling of the Hidden vein is presently inaccessible, and rehabilitation of the 350 feet of Tewksbury drift is the first item of business in the spring.

b) Shipping and supply points are at South Fork and Del Norte, Colorado, each about 26 miles distant.

5. EXPLORATION WORK

a) Description of Proposed Work

By way of introduction, certain basic premises should first be stated.

In all proposed drilling, holes are planned no closer than 100 feet apart and usually considerably more, depending on the size of the target. Also, holes are planned to intersect a vein or mineralized zone from 100-200 feet apart vertically. All drilling must be angle holes since the veins and pipes dip steeply and the disseminated zones have nearly vertical veins or veinlets within them which must be properly intersected. Holes will be collared NX and continued as far as ground conditions permit and then completed BX or AX. Based on very difficult drilling conditions experienced during 1963, it is expected that NX size cannot be continued much past 100 feet. Wireline equipment will very likely be used depending on who is awarded the contract, so the core size should be specified either standard NX, BX, and AX or wireline NX, BX, AX sizes. Core boxes should be provided for an estimated 80% of the footage, as plug-bitting will be used only where we are certain of no significant sulphide dissemination. The use of plug-bits will have to be left up to the discretion of the Operator and the OME field engineer, as each area will vary. A substantial portion of the exploration is to test the disseminated mineralization and should be completely cored. ?

Cu?

In regard to casing, reaming, and cementing, a total of 350 hours of reaming and 300 hours cementing-casing or about 24 hours per hole, is requested. This may sound excessive, but experience during 1963 indicates that this is a realistic figure in view of very difficult drilling. Compressed air for underground drilling will be furnished by W. S. Moore Company.

With regard to supervision, a resident geologist, a resident engineer, and a part-time consulting geologist are proposed as a reasonable supervision for a project of this magnitude. In line with previous DME policy, these are included at a per-foot of drilling cost. All work is proposed well within company land boundaries and no problem will be experienced in this respect. ?

Although some specific hole locations are now requested, a considerable percentage of the footage is left open as to location depending on results obtained in the first holes. Also, W. S. Moore Company plans to complete considerable additional geological mapping, sampling, and geochemical-geophysical work in certain of these areas, and this will undoubtedly indicate more intelligently where certain holes should be located. All proposed work is shown on the accompanying plans and long-sections which show relationships to all mine workings and geology.

The proposed exploration work is herewith listed and discussed by area:

Hidden Vein

Drilling -	Surface	1150 feet
	Underground	2150 feet
	Total	3300 feet

- 3-4 holes ?

Plates 2 and 3 illustrate the proposed work. Two specific surface holes are proposed, both of these from the relatively flat area east of the Hidden vein. They will intersect the vein about 200 feet below the surface, which is about the depth of the middle of the large oreshoot immediately north, and GH-1 is located below the promising sampled area on surface and GH-2 near the old workings but south of any cross-fault that might be present. W. S. Moore Company plans to complete additional surface mapping and very likely electrical geophysical surveys at its own expense and bulldozer cuts are being requested in this application. The interpretation of these data will most likely indicate the best locations for additional holes. Two additional holes are requested for near surface drilling and two for deeper drilling below the first four holes. The following is a summary:

No.	Angle	Approximate Depth
GH - 1	-40°	350'
GH - 2	-35°	300'
2 Holes		@ 300'
2 Holes		@ 450'
	TOTAL	2150 feet

Three underground downholes are requested as shown on the mine map. These will explore the vein 100 feet below the Reynolds level. In order to reach this site, 350 feet of the Tewksbury drift will be rehabilitated at the Operator's expense immediately upon resumption of work in the spring. One large drillstation will be needed from which five holes can be drilled, the 3 shown and 2 to test the vein at greater depths. Twelve feet of raising should be sufficient for a drill station, allowing 19-20 feet in the clear.

No.	Angle	Approximate Depth
GH - 3	-45°	175'
GH - 4	-40°	175'
GH - 5	-35°	200'
2 Holes		@ 300'
	TOTAL	1150 feet

2150
3300
6600

Bulldozing

Six cuts are proposed at the approximate locations shown on the long-section. However, in view of the geological-geophysical work which will be in progress, it is hoped that some flexibility can be exercised in the locat on of these cuts, in order to get the most exploration for each dollar spent. A D-7 bulldozer or larger will be used in this work. Forty hours will be required.

Tewksbury Pipe

Drilling - Surface 1600 feet

The first two holes are intended to explore the pipe from 50-250 feet below the surface and are being planned to depths of about 350 feet at -10°. They will completely intersect the actual vein as well as the disseminated mineralization throughout the quartz-alunite alteration zone. The entire holes should be cored. Hole GT-3 is shown as an example of a possible third hole to explore at depth, but its attitude should be determined after completion of the first two holes. A total of 1250 feet is allotted for subsequent drilling. It is likely that some drilling will be warranted along the Parole vein extension to the southwest. Bulldozing for all drill sites will be required.

Annie Vein

Drilling - Surface 1500 feet

Core drilling under the OME is proposed only for the gold-silver mineralization near surface in the Copper Hill Knob area. The first two holes are located to explore the main silicified portion of the deposit which has seen no underground exploration. These will each be about 250' in length at -15° and will test the zone at from 50 - 250 feet from the surface. Although two holes are located along existing trails, bulldozer work will be required and certainly for subsequent sites. An additional 1000 feet is allotted for drilling of favorable targets delineated by the first holes and by subsequent geological-geophysical work. Entire holes should be cored as disseminated mineralization is the main target.

Dexter Vein

Drilling - Surface	1800 feet	
Underground	1000 feet	
TOTAL		2800 feet

Hole locations for GD-Nos. 1-6 are shown only on the long-section. Actual collars of each hole will be to the north of the vein and north of the Queen cut shown on the Long-Section, Plate 7. Hole GD-1 is below the prominent vein outcrop 100' west of the Queen Cut and at the intersection with the Highland Mary vein. Hole GD-2 will intersect the vein about 130 feet below where assays of .70 and .97 oz Au have been taken by Newmont. The degree of alteration and amount of vein quartz on surface indicates an oreshoot. Hole GD-5 is 40' above the reserve blocks delineated by previous DMEA work but well within the oxide zone where higher gold-silver values are expected. Hole GD-6 also will explore the oxide zone between the Annie and Highland Mary vein intersections.

Holes GD-3 and GD-4 are proposed to explore the Dexter vein 70 feet below the DMEA ore blocks and 100' - 250' east of the gold-silver-copper ore found in DMEA Hole A-I-2. Since there is a slight north dip, 500-foot holes should be adequate if drilled at about -40°. The exact locations of these holes on surface should be determined in the field. They will also explore disseminated gold-silver-copper mineralization near the Annie-Dexter intersection and at least one other parallel cross-vein .

SUMMARY

	Surface Drilling	Underground Drilling
Hidden Vein	2150 feet	1150 feet
Tewksbury Pipe	1950	
Annie Vein	1500	
Dexter Vein	2800	
Total	8400 feet	1150 feet
	DRILLING TOTAL	9550 feet

Bulldozing (exploration)	Hidden Vein	40 hours
	Dexter Vein	40 hours
	TOTAL	80 hours

b) Access Roads

None are required except for short drill roads.

c) Time

If an OME contract is executed, the work will start just as early as snow conditions will permit. We hope this will be May 1st, but will definitely start by June 1st, 1964. Although it is hoped that all work will be completed during the 1964 field season, severe fall weather might force postponement until 1965, and it is requested that two years be allowed. The time will depend largely on the number of drills and shifts used. Anticipated rates of progress are as follows:

Drilling	20 feet/shift
Bulldozing	9 hours/day

6. EXPERIENCE

The W. S. Moore Co. has been engaged in exploring for and mining iron ore on the Mesabi and Vermillion Ranges in Minnesota since 1946. It has operated open pit ore mines and ore beneficiating plant facilities at its various leased or owned properties and has been associated with North Range Mining Company of Negaunee, Michigan in the operation of an underground mine at Ely, Minnesota since 1958.

We have maintained our own geological and engineering staffs who have conducted iron ore explorations in Minnesota, Canada and Nevada and gold, silver and copper explorations in Canada, Nevada and California. Mr. F. J. Haller is employed by the W. S. Moore Co. as consulting engineer, after a long association with the North Range Mining Company in operating various underground iron ore mines in Michigan. Mr. Charles E. Melbye is employed as consulting geologist. His experience includes both mine operation and exploration for the Anaconda Company, Telluride Mines, Inc., and Colorado Exploration Company, as Instructor in Geology at the Colorado School of Mines, and as consultant to such companies as Phelps-Dodge Corporation, Kennecott Copper Corp., Southern Pacific Railroad and Susquehanna-Western, Inc.

7. ESTIMATE OF COSTS

a) Independent Contracts

Three contractors bids support the drilling costs. Each bid calls for compressed air to be furnished for underground drilling, and W.S. Moore Co. will furnish the air at the cost listed under c) below.

Surface Drilling: 8400 feet @ $7/ft. ave.	$58,800	
Underground Drilling: 1150 feet @ $8/ft. ave.	9,200	
Reaming - 350 hours @ $4	1,400	
Casing, Cementing, & Moving - 300 hrs. @ $10	3,000	
Drill station (1) - 12 ft. raising @ $45	540	
Bulldozing - Exploration- 80 hours @ $18	1,440	
Drill Sites 150 hours @ $18	2,700	
TOTAL		$77,080

b) Personal Services

For purposes of simplification and in line with previous OME procedure, supervision is included at an incidental allowance per foot of drilling completed. This will cover part of the cost of a resident engineer, resident geologist and a part-time consulting geologist plus some non-technical labor in splitting and grinding core samples, surveying, etc. Incidental allowance 9550 feet @ $.75 $ 7,162.50

c) Operating Material and Supplies

Core boxes (80% of 9550 feet) 764 @ $1	764.00
Cement or other drilling materials	150.00
Compressed air - 1150 feet @ $.70	805.00
	$1,719.00

d) Operating Equipment
None

e) Initial Rehabilitation and Repairs
None

f) New Buildings, Fixtures, Installations
None

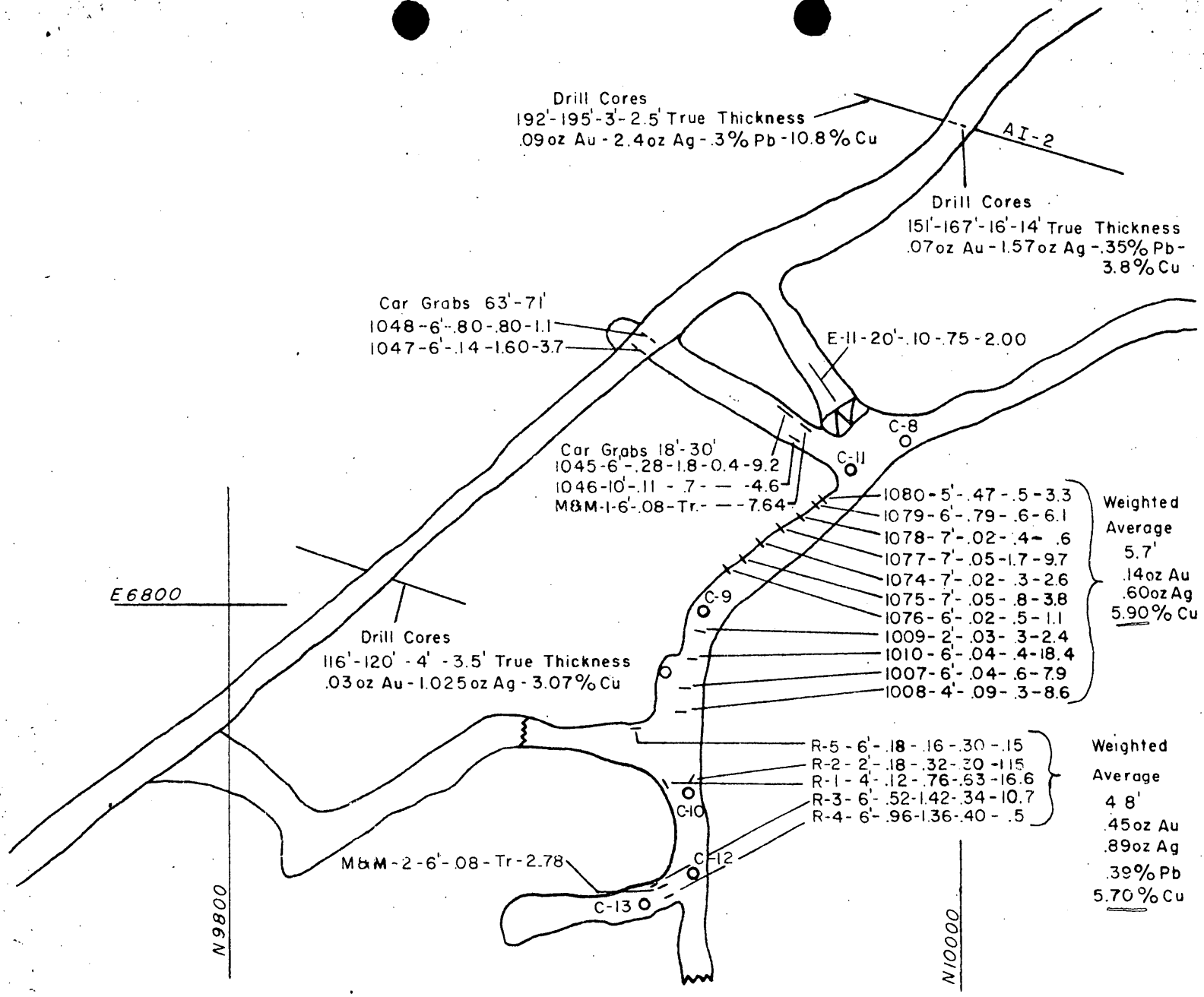
g) Miscellaneous

In view of the disseminated mineralization, most of the wallrock will require assaying, and the veins will often require assaying of short intervals. Therefore, it appears quite reasonable to assume assaying to be necessary at the ratio of one/10 feet of core.

764 assays for Au, Ag, and Cu @ $4 $3,056.00

COST SUMMARY

a) Independent contracts	$77,080.00
b) Personal Services	7,162.50
c) Operating Materials and Supplies	1,719.00
g) Miscellaneous	3,056.00
	$89,017.50



WEIGHTED AVEAGE - 40 SAMPLES

ANNIE VEIN & DEXTER VEIN

.21 oz Au - .86 oz Ag - .38% Pb (11 Samples) - 5.38% Cu

Docket No. DMEA 4643 (Copper-Lead)
Contract Idm - E 1107
John B. Rigg, Assignee
(Summitville Mines)
Rio Grande Co., Colo.

ASSAY MAP

CHANDLER TUNNEL LEVEL
Scale 1" = 40'

9/15/58 w.p. burger

PLATE 9

WARREN S. MOORE, PRESIDENT
HIRAM E. REESE, GEN. MANAGER
HUBERT A. NELSON, SECRETARY

TELEPHONES:
DULUTH - RA 7-5068
HIBBING - AM 3-3613

W. S. MOORE CO.
IRON ORE MINING AND CONTRACTING
TORREY BUILDING
DULUTH 2, MINNESOTA

February 6, 1964

Mr. John Dickerson
Vice President
First American National Bank
Duluth, Minnesota

Dear Mr. Dickerson:

We desire to drill a silver-gold-copper prospect in Rio Grande County, southwest Colorado, and desire to borrow $50,000.00 to $100,000.00 to conduct this exploration this year. The property is known as the Summitville Mine from which several million dollars in gold and silver have been produced by former operators. The mine is now dormant, but from geological reports and drilling done by the Defense Mineral Administration, we believe that there are substantial areas in the mine unexplored.

We will not have collateral available to support this loan in view of commitments at our West Duluth plant, and carrying charges on various properties. Consequently the loan must be supported by the favorable ground and geological reports recommending the drilling.

We will appreciate consideration of this application.

Very truly yours,

W. S. MOORE CO.

R. J. Kennedy, Secretary
e

COPY

Ltr. 4 Feb. 1969
to First American
National Bank
reference to desire
"to drill on" silver-
gold-copper pros-
pect."

COPY

FIRST AMERICAN NATIONAL BANK
OF DULUTH

ESTABLISHED 1879

EMMONS W. COLLINS, PRESIDENT
HAROLD B. FARLEY, FIRST VICE PRESIDENT

CAPITAL FUNDS OVER $10,000,000.00

AFFILIATED WITH NORTHWEST BANCORPORATION

CABLE ADDRESS "FIRSTBANK"

DULUTH 1, MINNESOTA

BANKING DEPARTMENT

WILLIAM K. ALFORD, VICE PRESIDENT
GEORGE G. BARNUM, JR., VICE PRESIDENT
JOHN M. DICKERSON, VICE PRESIDENT
WALTER L. FREDRICKSON, VICE PRESIDENT
HARRY W. GOOCH, VICE PRESIDENT
ROBERT F. POIRIER, VICE PRESIDENT
IVER A. ANDERSON, CASHIER
EARLE J. ANDREE, ASST. VICE PRESIDENT
BERTHOLD J. BRODY, ASST. VICE PRESIDENT
ARTHUR W. DANIELSON, ASST. VICE PRESIDENT
FRANK A. TARNOWSKI, ASST. VICE PRESIDENT
JOHN Z. DAHL, ASSISTANT CASHIER
LEONARD E. GRIFFITH, ASSISTANT CASHIER
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WARREN B. KREGNESS, ASSISTANT CASHIER
CLAUDE A. LUTZKA, ASSISTANT CASHIER
RALPH J. MRAK, ASSISTANT CASHIER
GEORGE W. O'KEEFE, ASSISTANT CASHIER
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MORTGAGE AND INSTALLMENT LOAN DEPARTMENT

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EMIL L. JENSEN, ASST. VICE PRESIDENT
S. JOSEPH MALY, ASST. CASHIER
DAVID C. NORGARD, ASST. CASHIER
DARREL W. RADTKE, ASST. CASHIER

TRUST DEPARTMENT

WILLIAM M. REYNOLDS, VICE PRESIDENT
VERNON K. FALGREN, VICE PRESIDENT
ARTHUR M. OVENTILE, VICE PRESIDENT
MERRILL W. WHITTEMORE, TRUST OFFICER
MORRIS S. KNUDSEN, TRUST OFFICER
THOMAS M. SPENCER, TRUST OFFICER
ROBERT M. FISCHER, ASST. TRUST OFFICER

ROBERT M. SEDERBERG, JR., CONTROLLER
VERNON L. OGREN, AUDITOR

February 12, 1964

Mr. R. J. Kennedy, Secretary
W. S. Moore Company
400 Torrey Building
Duluth 2, Minnesota

Dear Mr. Kennedy:

We have considered the request in your letter of February 6 for a loan of between $50,000 and $100,000 for the purpose of conducting an exploration of a silver-gold-copper prospect in Rio Grande County, Southwest Colorado. Your letter indicated that your company would not have collateral available for this loan.

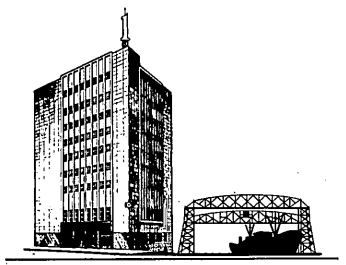
In view of the unavailability of collateral, and in view of the speculative nature of the project, as well as the fact that it involves a property not in our immediate area, we feel that we must decline this loan application.

Yours very truly,

John M. Dickerson

JMD emk

John M. Dickerson
Vice President



GROW WITH DULUTH — WHERE THE SEAWAY BEGINS

WARREN S. MOORE, PRESIDENT
HIRAM E. REESE, GEN. MANAGER
HUBERT A. NELSON, SECRETARY

TELEPHONES:
DULUTH-RA 7-5068
HIBBING-AM 3-3613

W. S. MOORE CO.
IRON ORE MINING AND CONTRACTING
TORREY BUILDING
DULUTH 2, MINNESOTA

February 6, 1964

Mr. Fred Lewis, President
Northwestern Bank of Commerce
Duluth, Minnesota

Dear Mr. Lewis:

We desire to drill a silver-gold-copper prospect in Rio Grande County, southwest Colorado, and desire to borrow $50,000.00 to $100,000.00 to conduct this exploration this year. The property is known as the Summitville Mine from which several million dollars in gold and silver have been produced by former operators. The mine is now dormant, but from geological reports and drilling done by the Defense Mineral Administration, we believe that there are substantial areas in the mine unexplored.

We will not have collateral available to support this loan in view of commitments at our West Duluth plant, and carrying charges on various properties. Consequently the loan must be supported by the favorable ground and geological reports recommending the drilling.

We will appreciate consideration of this application.

Very truly yours,

W. S. MOORE CO.

R. J. Kennedy, Secretary
e

COPY

Northwestern Bank of Commerce

Duluth 2, Minnesota

TELEPHONE 722-4784

FRED C. LEWIS
PRESIDENT

February 10, 1964

W. S. Moore Company
400 Torrey Building
Duluth, Minnesota

Atten: R. J. Kennedy, Secretary

Dear Mr. Kennedy:

I have yours of the 6th relative to your request for $50,000. to $100,000. to conduct exploration in southwest Colorado this year. While your request is of a general nature, we will, naturally, have to refuse on the basis that this loan will be used outside our normal trade territory. If we were to venture beyond our vicinity, we would look to collateral to support any such loan which you have stated you are unable to give at this time. This matter has been discussed with our loan committee and they concur with the writer's views.

Sincerely yours,

FCL:mb

MEMBER FEDERAL DEPOSIT
INSURANCE CORPORATION

ND CORE DRILLING
OND DRILLING EQUIPMENT
OUTING
OUNDATION TESTING
MINING
QUARRYING
SHAFT SINKING
TUNNEL DRIVING
MINE PLANT DESIGN
AND FABRICATION

Boyles Bros.
DRILLING COMPANY
CONTRACTORS - ENGINEERS - GEOLOGISTS
2960 W. 7th Avenue
DENVER 4, COLORADO
Phones: ALpine 5-9244
ALpine 5-0855

General Offices and Plant
1624 Pioneer Road P. O. Box 58
SALT LAKE CITY 10, UTAH
HUnter 7-7595

BRANCH OFFICES
PHOENIX
RENO
SPOKANE
DENVER
SACRAMENTO
ST. LOUIS

February 7, 1964

COPY

W. S. Moore Company
Box 309,
Golden, Colorado

Attention: Mr. Charles E. Melbye

Gentlemen:

The following schedule of charges would apply to the drilling you anticipate at Summitville, Colorado.

I Underground Drilling

Mobilization - each rig, $250.00

Drilling-	NC	NX	BX	AX
0 to 100 feet in depth, per foot,	$10.50	$ 9.00	$ 7.50	$ 6.75
100 to 200 feet in depth, per foot,		10.50	9.00	7.50
200 to 300 feet in depth, per foot,			10.50	9.00
300 to 400 feet in depth, per foot,			12.00	11.00
400 to 500 feet in depth, per foot,				13.00

Reaming - all sizes, per linear foot, $ 4.50

Cement time, plus cost of cement, per hour, $11.50

Standby time, installing and pulling casing, per hour, $ 9.50

Core Boxes to hold 10 feet of core, each, $ 1.00

Lost casing, at our cost at job site.

Water for drilling, adequate air and drill stations, to be furnished at no cost to us.

DIAMOND CORE DRILLING
DIAMOND DRILLING EQUIPMENT
GROUTING
FOUNDATION TESTING
MINING
QUARRYING
SHAFT SINKING
TUNNEL DRIVING
MINE PLANT DESIGN
AND FABRICATION

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BRANCH OFFICES
PHOENIX
RENO
SPOKANE
DENVER
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ST. LOUIS

COPY

II Surface Drilling

Mobilization - each rig, $250.00

Drilling	NC	NX	BX	AX
0 to 100 feet in depth, per foot,	$11.50	$10.00	$ 8.50	$ 7.75
100 to 200 feet in depth, per foot,		11.50	10.00	8.50
200 to 300 feet in depth, per foot,			11.50	10.00
300 to 400 feet in depth, per foot,			13.00	12.00
400 to 500 feet in depth, per foot,				14.00

Reaming - all sizes, per linear foot, $ 5.00

Cement time, plus cost of cement or mud, per hour, $12.00

Standby time, installing and pulling casing, per hour, $10.50

Core Boxes to hold 10 feet of core, each, $ 1.00

Lost casing at our cost at job site.

These prices include the cost of water for drilling. Drill sites and roads to be prepared and maintained at no cost to us.

Thank you for your consideration.

Very truly yours,

BOYLES BROS. DRILLING COMPANY

George E. Lensch, District Manager

GEL/eg

HIMES DRILLING COMPANY
CONTRACT DRILLING
POST OFFICE BOX 727
NUCLA, COLORADO
PHONE 864-7394

February 5, 1964

Mr. Charles Melby
W. S. Moore Company
Box 309
Golden, Colorado

Dear Mr. Melby:

Thank you for your phone call with regard to the drilling project W. S. Moore Company plans to do at Summitville, Colorado, this spring. It is my understanding there will be a minimum of 5000 feet of drilling, consisting of both surface and underground. The job is to start as soon as weather permits the spring of 1964.

I'm submitting the following prices and conditions as my bid:

UNDERGROUND DRILLING		
NX CORE-	0-200 feet	$ 7.50 per ft.
	200-400 feet	8.25 per ft.
	400-600 feet	9.00 per ft.
BX CORE-	0-200 feet	7.00 per ft.
	200-400 feet	7.50 per ft.
	400-600 feet	8.00 per ft.
AX CORE-	0-200 feet	6.50 per ft.
	200-400 feet	7.00 per ft.
	400-600 feet	7.50 per ft.
NX REAMING		4.00 per ft.
BX REAMING		3.50 per ft.
AX REAMING		3.00 per ft.

All drill stations will be prepared in advance by W. S. Moore Company. Moving time from one drill station to another with drill rig, and setting up rig, will be charged for in excess of 8 hours, at the rate of $10.00 per hour.

Standby time caused by, or at the request of, W. S. Moore Company will be $8.00 per hour.

Air and water for the drilling is to be furnished to drill station by the W. S. Moore Company. Delays in drilling, caused by lack of water or air, shall be the same charge as Standby Time (rate $8.00 per hour).

Cementing, if necessary, and the redrilling of same will be charged for at the rate of $10.00 per hour. Cementing materials will be charged for at invoice prices.

Continued Page 2-

Bid on Summitville Job, continued—

SURFACE DRILLING

NX CORE—	0-200 feet	$6.75 per ft.
	200-400 feet	7.00 per ft.
	400-600 feet	7.75 per ft.
BX CORE	0-200 feet	6.25 per ft.
	200-400 feet	6.75 per ft.
	400-600 feet	7.25 per ft.
AX CORE—	0-200 feet	5.75 per ft.
	200-400 feet	6.25 per ft.
	400-600 feet	6.75 per ft.
NX REAMING		4.00 per ft.
BX REAMING		3.50 per ft.
AX REAMING		3.00 per ft.

All drill sites will be prepared in advance by W. S. Moore Company. Moving time from one drill site to another with rig, and setting up rig, will be charged for in excess of 8 hours at the rate of $12.50 per hour.

Standby time caused by, or at the request of W. S. Moore Company, will be $12.50 per hour.

Cementing, if necessary, and the redrilling of same, will be charged for at the rate of $10.00 per hour. Cementing materials will be charged for at invoice prices.

Mobilization time, $250.00 per drill rig.

I would appreciate being notified who is the sucessful bidder when the bid is let.

Sincerely,

HIMES DRILLING COMPANY

Bud Himes

Bud Himes

BH/ph

SPRAGUE & HENWOOD, INC.
P. O. BOX 2556
SALT LAKE CITY 10, UTAH

February 11, 1964

W. S. Moore Co.
545 South Center St.
Reno, Nevada 89501

Gentlemen:

In accordance with your request, we herewith submit our proposal for drilling underground and surface on your property at Summitville, Colorado.

PROPOSAL

Underground

Item 1.	Mobilization and demobilization		L/S		- - -$400.00
Item 2.	Non-core drilling		NX	BX	AX
	0 - 250'	per ft.	$4.50	$4.00	$3.50
Item 3.	Core drilling				
	0 - 250'	per ft.	7.85	7.50	7.20
Item 4.	Reaming - BX-NX		$3.75/ft.		
	AX-BX		3.25/ft.		
Item 5.	Cementing or drilling cement PLUS CEMENT		11.50/hour		
Item 6.	Standby, delays caused by customer, surveys, etc.		10.00/hour		
Item 7.	Casing not recovered		@ current list price		
Item 8.	Core boxes, 10 ft. capacity cardboard		EA. $1.05		

Conditions

1. The underground proposal is based upon working from drill stations adequate in size to permit the use of 10 ft. drill rods.

2. Timbering, staging, water and air, will be furnished by W. S. Moore Co., at no cost to Sprague & Henwood, Inc.

COPY

February 11, 1964

W. S. Moore Co.

SPRAGUE & HENWOOD, INC.
P. O. BOX 2556
SALT LAKE CITY 10, UTAH

PROPOSAL CONT.

Underground Conditions Cont.

3. Battery lights will be provided for Sprague & Henwood, Inc. personnel, at no cost to Sprague & Henwood, Inc.

4. Sprague & Henwood, Inc. will comply with all safety regulations.

Surface

Item 1. Mobilization and demobilization, surface drilling unit - - -$350.00

			NX	BX	AX
Item 2.	Non-core drilling				
	0 - 500'	per ft.	$5.00	$4.65	$4.30
Item 3.	Core drilling				
	0 - 500'	" "	8.25	7.90	7.65
	500 -1000'	" "	9.10	8.75	8.40

Item 4. Reaming -BX-NX $4.00/ft.

AX-BX 3.50/ft.

Item 5. Cementing and redrilling 13.00/hour

Item 6. Standby time, delays, surveys etc. $12.50/hour

Item 7. Casing not recovered from holes @ current list price

Item 8. Moving from hole to hole, laying water line $8.50 per hour per two man crew

Item 9. Furnishing water truck to haul water, if required $175.00 per month
plus 0.15 per mile

Item 10. Cement, drill mud and additives @ f.o.b. jobsite cost
plus 10%

Conditions

1. Drill sites and access roads will be furnished by W. S. Moore Co.

COPY

February 11, 1964

W. S. Moore Co.

PROPOSAL CONT.

Surface Conditions Cont.

2. Sprague & Henwood, Inc. will furnish surface drill and pumping stations, and water lines if necessary, to carry out drilling operations.

3. Sprague & Henwood, Inc. will furnish water hauling equipment if necessary, under Item 9. of Surface proposal.

4. W. S. Moore Co. will provide board and room to Sprague & Henwood, Inc. personnel at a rate of $3.00 per day per man.

We thank you for the opportunity to offer this proposal.

Very truly yours,

SPRAGUE & HENWOOD, INC.

B. B. Williams
Gen. Sup't.
Western Operations

SPRAGUE & HENWOOD, INC.
P. O. BOX 2556
SALT LAKE CITY 10, UTAH

COPY

AGREEMENT OF LEASE

The Reynolds-Morse Corporation
B.T. Foxson

to

General Minerals Corporation

STATE OF COLORADO }
County of Rio Grande } ss.

I hereby certify that this instrument was filed for record in my office at 9:12 o'clock A.M.
July 21, 1956
and is duly recorded in Book 243 Page 45
E.F. Knappenberger
Clerk and Recorder
By Ada Lenore Shuttleworth
Deputy.
Fees, $15.15 due

General Minerals Corp.
Lease
Rio Grande

STATE OF Colorado
City and
COUNTY OF Denver } ss.

The foregoing instrument was acknowledged before me this 1st day of February, 1956, by B. T. PORSCH.

WITNESS my hand and official seal.

My commission expires: November 5, 1958

Mary Betz
Notary Public

STATE OF Texas
COUNTY OF Dallas } ss.

The foregoing instrument was acknowledged before me this 24 day of May, 195__, by L. H. Hudson as President and L. H. Hudson III as Secretary of GENERAL MINERALS CORPORATION.

WITNESS my hand and official seal.

My commission expires: June 1, 1957

Betty Russell
Notary Public

claims and to file in accordance with pertinent law the necessary affidavits relating thereto.

(27) Time is of the essence of this Agreement, in any and all particulars.

(28) Each and every clause and covenant of this Agreement shall extend to and be binding upon the successors and assigns of the Lessor and Lessee hereto.

EXECUTED as of the day and year first above written.

THE REYNOLDS-MORSE CORPORATION

By Anna R Morse Gurney

ATTEST

E. T. PERSON

LESSORS

GENERAL MINERALS CORPORATION

By S. P. Guthrie, Pr

ATTEST

S. P. Guthrie III

LESSEE

STATE OF Colorado
City and
COUNTY OF Denver } ss.

The foregoing instrument was acknowledged before me this 1st day of February, 1956, by Anna R. Morse Gurney as President and John H. Tillit as Secretary of THE REYNOLDS-MORSE CORPORATION.

WITNESS my hand and official seal.

My commission expires: November 5, 1956.

Notary Public

to any ore that may be in or on the leased premises, except under or in the dumps, ore houses or bins upon the termination of this lease, either by limitation or forfeiture, and it also waives all right and claim to any ore or concentrates remaining upon or in dumps, ore houses or bins, sixty (60) days after any termination of this lease, either by expiration or termination by forfeiture.

(23) IT IS FURTHER MUTUALLY AGREED that the said Lessee shall deliver to the Lessor the premises and property with the appurtenances and all improvements, in good order and condition, with all drifts, shafts, raises and winzes, tunnels, ore chutes and other passages used by it under this lease, thoroughly cleaned of loose rock and rubbish and properly drained and the mine ready for immediate occupancy and for immediate continued work (accidents not arising from negligence alone excusing) without demand or further notice at any termination of this lease. Upon any violation by Lessee of any covenant herein reserved or any obligation or undertaking hereunder, the terms of this lease shall, at the option of the Lessor, expire and the same and the said premises, with the appurtenances, shall become forfeited to the Lessor, and its agents may thereupon enter into and upon the said premises and dispossess all persons occupying same, with or without force, and with or without process of law, or, at the option of the Lessor, the said Lessee and all persons found in occupancy, may be proceeded against as guilty of unlawful detainer; PROVIDED, HOWEVER, that if this lease is forfeited upon the election of the Lessor by reason of failure of the Lessee to perform the covenants and conditions thereof, said Lessor shall give notice to the Lessee, by registered mail, addressed to the Lessee at such address as may be furnished by it from time to time, notifying the said Lessee of such failure to perform, and upon the failure of the Lessee, within thirty (30) days to remedy such failure, then Lessee's rights under this lease shall thereupon cease and terminate and the Lessor's rights to retake possession under this paragraph shall immediately vest and may immediately be exercised, and the Lessee or its assigns hereby agree to yield and give possession to Lessor's agent forthwith.

(24) Lessee may sublease parts of the leased premises; however, Lessee shall not be relieved thereby from performing all of the covenants, obligations, and undertakings expressed herein as the same may relate to the premises subleased.

(25) Upon request by Lessee, Lessor shall furnish to Lessee all title data in its possession, and Lessee shall have until July 15, 1956, to examine title and during such time to either reject or approve title. Failure to notify Lessor of either approval or rejection shall be considered as an approval of title. Grounds for rejection of title shall be a lack of merchantable title in Lessor to the patented claims hereinabove described. No warranty of title, either express or implied, is made herein.

(26) Lessee agrees to perform each year during the term of this lease, necessary assessment work on all unpatented

(b) On bullion receipts or mint returns, payment therefor shall be made to the Lessee, and Lessee, not later than twenty (20) days thereafter, (1) shall make payment to The Reynolds-Morse Corporation of two per cent (2%) of such receipts as Tax Reserve Fund, and (2) shall pay the royalty provided herein for bullion sales to Lessors in the following proportions:

The Reynolds-Morse Corporation	3/4
B. T. Poxson	1/4

(18) The Lessee agrees to indemnify and to hold the Lessor and its property included in this lease harmless for and on account of claims, demands or liabilities arising out of or in connection with the operations or activities of Lessee hereunder. The Lessee assumes full and sole responsibility for the operation and direction of the work done under this Agreement and no employee or agent furnished by Lessee shall under any circumstances be deemed an employee or agent of Lessors.

(19) Any machinery or equipment of a temporary nature installed by the Lessee upon the leased premises may be removed at any time before the termination of this lease. Any other machinery or equipment installed by the Lessee upon the leased premises can, within sixty (60) days after the termination, cancellation, or forfeiture of the lease, be removed from the premises by the Lessee; PROVIDED, HOWEVER, that the Lessee is not indebted to the Lessor under the terms of this lease. No permanent improvements, track, air or water pipe lines may be removed at any time by the Lessee.

(20) Whenever the Lessee is prevented from operating the leased premises, or whenever, under the terms of this lease, any act or thing is to be performed or done by the Lessee and it is prevented from so doing by an act of God, strikes, a public enemy, litigation, and unusual casualty entirely beyond its control, it shall be excused from such performances or actions, as long as such conditions aforesaid shall so prevent such action or performance, and should a stoppage of work be occasioned by any such unusual condition beyond the control of the Lessee, then and in that event, it shall not constitute a cause for cancellation or forfeiture of this lease, it being provided, however, that Lessee shall not be excused from performing any obligation hereunder by reason of such conditions for a cumulative period in excess of six (6) months during the life of this lease.

(21) This lease may be terminated by Lessee at any time as to all or any part of the leased premises without obligation or penalty of any kind, except as to any obligations which, by the terms hereof, have then accrued. In the event of partial termination, there shall be no reduction in the shift requirements set forth in Paragraph 1 hereof.

(22) The Lessee waives all right or claim of any kind

the interests of the respective parties hereto may at said time appear, and such adjustment must be made as of April 1st of each year, with settlement within thirty (30) days thereafter, and must also be made upon the termination of the lease, PROVIDED, HOWEVER, that no adjustment or distribution, except such as may be made upon termination of this lease, shall be made of said trust fund for taxes, until and unless either all taxes then assessed for levy have been paid, or funds reserved for such payment set aside, and in addition thereto, a reserve of twenty per cent (20%) of such surplus as may thereupon remain in said trust fund, retained in said fund at all times, for application to the payment of future taxes, when and as levied, during the effective existing life of this lease, and until all taxes assessed and levied, while this lease is in effect, have been paid in full, and PROVIDED FURTHER, that Lessee and Lessors, jointly and severally shall have the right to have all Federal and State taxes lawfully levied upon the property or its product, paid out of said Fund, to the extent said Fund is sufficient therefor.

(17) Settlement for all royalties on crude ore, concentrates and precipitates shall be made on each and every shipment, according to established custom of the smelter or other ore-purchasing agencies receiving such product. Should any milling or other ore-dressing be undertaken under this lease, then and in that event the Lessee shall at all times keep a complete and accurate tonnage and value record of the ore mined and milled and the results of such milling shall be open to the inspection of the Lessor, or its agents, at all reasonable times. Lessee shall also keep an accurate account of the number of tons treated in said mill during each twenty-four (24) hours the same is in operation, the value of said ore at the heads and the assay value of the tailings; and shall furnish to the Lessor, at its office in Denver, Colorado, a report on each calendar month's shipments, showing such required data with respect to the value of ore treated in any such mill, not later than the 15th day of the month succeeding the month which such report covers. All ore, concentrates or bullion shipped from said property shall be shipped under the name of THE REYNOLDS-MORSE CORPORATION and B. T. POXSON, with the name of the Lessee or its assigns, as the consignees thereof, and settlement therefor shall be made in the following manner:

(a) Instructions shall be given to the smelter or other ore-purchasing agency to pay directly to Lessors the royalties due them as provided herein in the following proportions:

The Reynolds-Morse Corporation: 3/4

B. T. Poxson: 1/4

On all shipping grade ore with an assay value of $75.00 or more and less than $150.00 per ton: 15%. On all shipping grade ore with an assay value of $150.00 or more and less than $400.00 per ton: 20%. On all shipping grade ore with an assay value of $400.00 or more per ton: 25%.

No ore over the value of $150.00 per ton shall be milled if the same is a part of an ore body reasonably estimated to contain over _____ 5000 _____ tons.

(d) "Net smelter returns," as used herein, is agreed to mean the amount of the payments received by the Lessee from the smelter to which any ore or concentrates derived from the leased premises are delivered for treatment and sale, after deduction has been made for all smelter penalties and charges, freight, and costs of transportation and haulage from the premises to the smelter. "Net mint returns," as used herein, is agreed to mean the amount of the payments received by the Lessee from the U. S. Mint or other authorized bullion purchaser, after deduction has been made for all postage, express, insurance and other handling charges incurred in connection with shipment of such bullion from the leased premises to said purchaser.

(e) It is agreed that there shall be deducted from net smelter returns on crude ores, concentrates, cyanide and other precipitates and bullion, before any royalties are computed, two (2) per cent of the value thereof, for the purpose of a Tax Reserve Fund for paying the production and acreage tax, or other taxes required to be paid by the laws of the State of Colorado, or any other legal taxing agencies; said deduction to be paid to THE REYNOLDS-[illegible] CORPORATION, Lessee, for the account of the lessors, by the smelter or other ore-purchasing agency, and same to be held by said THE REYNOLDS-[illegible] CORPORATION, as a trust fund in its hands for the purpose, when [illegible] of the production and acreage tax or other taxes, as now or hereafter provided by the laws of the State of Colorado, or other taxing agencies. All said funds shall be held and used by the said lessors, The Reynolds-[illegible] Corporation and [illegible], [illegible] Tenton, for the purpose of paying such production tax under the law in regard to producing mines, or, if not in the producing class, then the acreage tax, and/or any other tax lawfully levied by any lawful taxing agencies when same become due and payable, and any surplus remaining in said Fund accumulated in the year for which the taxes were levied, after the payment of taxes, shall be equitably and ratably apportioned and paid, as

the Lessee; nor shall any interest of the owner be subject to any lien for the same, and all persons are hereby notified that these premises and the contiguous claims, have been and are now leased to: GENERAL MINERALS CORPORATION, or its Assigns, to whom all persons must look for their compensation and pay.

Dated: _____

THE REYNOLDS-MORSE CORPORATION and
B. T. POXSON, OWNERS."

Lessee is hereby appointed agent for the Lessor, for the sole and only purpose of posting and keeping posted, such notices on said premises, and any failure at any time so to keep and maintain posted such notices, or any of them, as herein required, shall constitute an immediate forfeiture of this lease and the same shall thenceforth at once be null and void and said Lessee shall become a trespasser upon the said property, and it may be proceeded against for unlawful detainer, or shall and will be considered without further rights therein.

(13) The Lessee shall not be considered the agent of the said Lessor, in any manner connected with the use and operation of the said leased premises, except where such agency is expressly declared in this Agreement, and then only to the extent provided.

(14) The Lessee shall assume all responsibility for and shall save the Lessor harmless from any accidents to the Lessee or any of its employees, agents, associates or visitors upon the property of the Lessor, or being conveyed to or from the leased premises by the Lessee, its agents, servants or employees, or any person other than the Lessor, its visitors, agents or persons acting for it, and Lessee shall comply with applicable provisions of the Colorado Workmen's Compensation Act.

(15) The Lessee will not use, or permit to be used, any part of the leased premises for any purpose in violation of the laws of the State of Colorado, or of the laws of the United States of America, and Lessee shall not do, or permit to be done by any person or persons, under its direction and control, any act or thing that will endanger the buildings or cabins upon the Lessor's property, such as would invalidate any insurance that may be had or placed thereon.

(16) The Lessee shall pay to Lessor in the manner hereinbelow set forth a royalty upon all ores, minerals, and metal produced and sold from the leased premises computed on the following basis:

(a) A flat royalty of 8-1/2% of net smelter returns from the sale of all mill concentrates and cyanide and other precipitates;

(b) 8-1/2% of the net mint returns from the sale of bullion.

(c) On all shipping grade ore with an assay value of less than $75.00 per ton: 10%.

insurance company or companies, shall be used in restoring the property, unless otherwise agreed upon between the Lessor and the Lessee.

(10) It is agreed that no ore, waste or any other material from property or properties not owned by the Lessor, and leased hereunder, shall be transported through any opening or openings belonging to the Lessor and leased hereunder, and that no such ore is to be milled or treated in any mill or plant erected on these leased premises by the Lessee. Should any occasion arise when the Lessee desires to mine or mill ore from properties not owned by the Lessor, then and in that event, definite and separate arrangements must be made with the Lessor as to the charges to be paid to the Lessor for any such operation.

(11) Lessee shall pay promptly for all labor and supplies used in operations hereunder and, beginning on January 1, 1957, shall render unto the Lessor every sixty (60) days, a statement showing the monthly payroll and the amounts due for labor, supplies, etc., if any at that time, progress and nature of work done, ore discovered or developed, contemplated improvements, etc. This is to be in the nature of a financial and progress report. In this connection it is understood that the Lessee shall from time to time and in no case later than every six (6) months supply the Lessor with copies of maps, surveys, and reports prepared by Lessee relating to said property, and the work performed by Lessee thereon.

(12) No lien of any kind shall be created or suffered to attach, or be in any manner created by Lessee upon or against the said premises or any part thereof. If any lien is filed, or any such report shows any part of the payroll or other mine indebtedness unpaid when due, or if any such indebtedness exists, whether unpaid when due, or if any such indebtedness exists, whether shown by any report or not (excepting in cases of bona fide legal dispute or litigation concerning such claims), then the Lessor may, at his election, declare a forfeiture of this lease as hereinafter provided, in Paragraph 23.

Lessee shall keep posted at all times in conspicuous places near each and every entrance to the mine and on the principal buildings, a notice in clear and legible characters, in substance, as follows:

"NOTICE

NOTICE IS HEREBY GIVEN, to all parties performing labor or furnishing skill, materials, machinery or other fixtures or supplies of any kind, in, to or for the use of the Lessee, on any part or portion of this leased mining property, being a part on which this notice is posted, that the undersigned, the owner of the property, will not be responsible for any labor performed, or any skill, materials, machinery, fixtures or supplies of any kind, furnished to or for the benefit of

or persons not in privity with the parties hereto, to take hold or hold possession of the said premises or any part thereof, under any pretense whatsoever. The Lessee does not agree to protect the legal title to any of the property described herein, in any litigation. It is further agreed that the United States Geological Survey, in a report dated _____, has indicated that an area may exist some _____ miles _____ from the leased premises in which geological conditions are similar to the Summitville area. Lessee agrees to perform a surface examination of such area, and to inform Lessor of the results thereof together with the geological opinion of Lessee relating to said area. In the event that Lessee desires to locate said area, it will do so in the name of the Reynolds-Morse Corporation (three-fourths interest) and B. T. Poxson (one-fourth interest) and this Agreement of Lease shall automatically be amended to include the same. In the event that Lessee does not desire to locate said area, then it shall not divulge the information which it has received concerning the same to any other persons until Lessor has been furnished an opportunity to locate the same for its own account, in which event, the area located shall not become subject to the terms hereof.

(7) Lessee shall make all working shafts and upraises not less than seven feet long by four feet (7' X 4') wide in the clear, and all drifts not less than six feet high and four feet wide (6' X 4') in the clear. In occupying the demised premises, no working shall be made by the Lessee, and no ground shall be broken and removed at any point, which will weaken or endanger the strength or permanency of any shaft, drift, incline, tunnel or other working.

(8) All buildings and other improvements erected and constructed on the property of the Lessor, upon the termination of this lease for any cause whatsoever, shall be and become and remain the property of the Lessor, and in the event that any such permanent improvements are not constructed upon Lessor's property, but nevertheless used in connection therewith, then and in that event, upon the termination of this lease for any cause whatsoever, the Lessor shall have the first right to purchase any such buildings and improvements, at a price not greater than the same is offered and/or sold to others, PROVIDED, Lessor shall be under no obligation to purchase, except at its option.

(9) Lessee shall not sell or dispose of any timber on said mining property, but may use what timber is necessary for underground purposes, and for lumber for the erection or repairing of buildings on said premises. It is also agreed that all buildings, improvements, machinery and equipment, as may be used by the Lessee, belonging to the Lessor, shall be kept in repair and at the expiration, cancellation or forfeiture of this lease, shall be returned to the Lessor in as good condition as they were at the time of the Lessee's entry upon the premises, unusual casualty, ordinary wear and tear and loss by fire excepted. The Lessee will also keep such of the buildings and equipment therein used by him insured, where possible, against fire and in such reasonable amounts as the insurance company or companies will write, NOT, however, to be less than an amount of eighty per cent (80%) of the value of said buildings and equipment therein, and in case of loss by fire, the money paid by the

at noon on the 1st day of February, A. D. 1981, unless sooner voluntarily relinquished, or forfeited through the violation of any covenant or promise herein or hereinafter set forth.

AND IN CONSIDERATION OF THE DEMISE AFORESAID, the Lessee hereby covenants and agrees with the Lessor, as follows, to-wit:

(1) Lessee shall enter into and upon said mining premises not later than July 15, 1956, and continuously work the same in mine fashion in a manner necessary to good and economical mining and with due regard to the development and preservation of said property as a workable mine in the future, performing on and about the leased premises, in the development and operation thereof, not less than 1200 shifts of work during the remainder of the calendar year 1956. There shall be performed 200 shifts of work, or more, for the months of January to June, 1957, inclusive, and 250 shifts per month, or more, thereafter during the continuance of this lease. Lessee agrees that on or before January 1, 1957, it shall in good faith attempt to rehabilitate the Reynolds Tunnel from the portal to the Jones raise and that it will likewise in good faith attempt to continue the Jones raise to connection with the McAtee winze. Lessee agrees to spend not less than $7,500.00 on such efforts to rehabilitate the Reynolds Tunnel and continue the Jones raise.

(2) Lessee shall pay all taxes upon the said leased premises, including production tax when same are by law due and payable, during the life of this lease, commencing with the taxes accruing after February 1, 1956, and due and payable in 1957 and for each year thereafter, and shall furnish the Lessor due evidence of the payment thereof, by inspection of the original tax receipts upon said property, provided sufficient funds are not available from the Two Per Cent (2%) Tax Reserve Fund hereinafter provided for. Lessee shall not be responsible for the payment of 1955 taxes due and payable in 1956. In the event that taxes assessed against the leased premises for the year 1956 are established upon an acreage basis, then Lessor shall reimburse to Lessee one-twelfth (1/12) of the amount thereof.

(3) Lessee shall well and sufficiently timber said mine at all points where proper in accordance with good mining and to repair old timbers wherever the same may be necessary by reason of the work done by the Lessee.

(4) Lessee shall allow the Lessor and its agents, at all reasonable times, to enter upon and into all parts of the said mining property for the purpose of inspection, sampling and surveying.

(5) Lessee shall keep, at all times, the drifts, shafts, tunnels and other workings constructed or used by Lessee, thoroughly drained and cleaned of loose rock and rubbish, unless prevented by extraordinary casualty, and shall comply with all the rules and regulations of the Commissioner of Mines and the laws of the State of Colorado pertaining to the operation of the metalliferous mines.

(6) Lessee shall occupy and hold all veins, spurs, feeders, cross-lodes, parallel lodes or mineral deposits of any kind, which may be discovered by the said Lessee or any person or persons working under him in any manner, by working within or upon said premises, as the property of the Lessor and as part of the premises demised, and Lessee shall not allow any person

Highland Mary No. 2 Lode	Pat. Survey No.	16314
South Columbia Lode	Pat. Survey No.	16323
Aurora Lode	Pat. Survey No.	16324
Vanner Lode	Pat. Survey No.	16324
Pittsburgh Lode	Pat. Survey No.	16324
Dexter Lode	Pat. Survey No.	77
Aztec Lode	Pat. Survey No.	621A
Gray Eagle (1/6 interest)	Pat. Survey No.	532
Little Nellie (1/6 interest)	Pat. Survey No.	62
S.C.M.I. Possessory Lode Claims Nos. 1 to 30		
No Good Lode Claim (Unpatented)		
Confusion Lode Claim (Unpatented)		
G. & P., G. & P. No. 1 and G. & P. No. 2 Lode Claims (Unpatented)		
Spar Placer	Pat. Survey No.	5736
Rio Grande Placer	Pat. Survey No.	5736
Denver Placer	Pat. Survey No.	5738
Electric Placer	Pat. Survey No.	6413

The Southeast quarter (SE¼) of Section 17, and the Northeast quarter (NE¼) of Section 29, all in Township 37 North, Range 4 East;

Together with any and all other patented or unpatented lode or placer mining claims and millsites, and all water rights, easements and rights-of-way standing of record, in whole or in part, in the name of the Lessors upon the public records of Rio Grande County, Colorado; and

Together with all improvements, mill, tramway, buildings, timber and water rights, machinery and equipment, appurtenant to any of said property, and belonging to the Lessors in said County of Rio Grande, State of Colorado.

There is excepted from the above described mining claims the upper 400 feet of a block of land 330 feet X 500 feet located on the following coordinates, based on Summitville Consolidated Mines 1940 datum:

North side line corresponds to Coordinate	9575
South side line corresponds to Coordinate	9375
West side line corresponds to Coordinate	6675
East side line corresponds to Coordinate	7175

which is more completely described in that certain Agreement of Lease dated May 10, 1955, between Lessor herein and Frank E. Sigfried, et al., to which reference is hereby made. Upon the expiration of said lease, the lands and rights covered thereby shall become subject hereto under the terms hereof.

TO HAVE AND TO HOLD the above described premises for the purpose of mining thereon, including right of passage through all tunnels and workings upon said properties, and such portions of the surface and other uses as are necessary in operating the said leased properties, under the terms of this lease, for a term of twenty-five (25) years from the date above written, expiring

#185568 Filed for record July 21, 1956 at 9:12 A.M. E.F. Knappenberger Recorder

A G R E E M E N T O F L E A S E

THIS AGREEMENT OF LEASE, Made and entered into as of this 1st day of February, 1956, by and between THE REYNOLDS-MORSE CORPORATION, of the City and County of Denver, Colorado, a Colorado corporation, and B. T. POXSON, of Denver, Colorado, Parties of the First Part, and hereinafter called the Lessor; and GENERAL MINERALS CORPORATION, a Maryland corporation, of Dallas, Texas, Party of the Second Part, and hereinafter called the Lessee:

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RECEIVED MAR 2 1964
DATE | INITIALS | CODE

W I T N E S S E T H:

That the Lessor, for and in consideration of the covenants and agreements hereinafter expressed and for the rents and royalties hereinafter stipulated to be paid by the Lessee, has leased, demised and let, and by these presents does lease, demise and let unto the Lessee all of the following described real estate, mine and mining property situate in the Summit Mining District, Rio Grande County, State of Colorado, as follows, to-wit:

Golden Queen Lode	Survey No. 61
Little Annie	Survey No. 63
Del Norte	Survey No. 64
Margaretta Lode	Survey No. 65
Little Ida Lode	Survey No. 67
San Juan Placer	Survey No. 68
North 800 ft. Little Jessie	Survey No. 71
Peterson Placer	Survey No. 74
Brandt Placer	Survey No. 75
Bobtail Lode	Survey No. 325
Oding Lode	Survey No. 475
Snow Bank Lode	Survey No. 604
Meltke Loue	Survey No. 607
Golconda Lode	Survey No. 319
Tunnel Lode	Survey No. 320
Boss Lode	Survey No. 321
Nick Lode	Survey No. 713
Game Cock Lode	Survey No. 716
Garfield Lode	Survey No. 910
Bay State Lode	Survey No. 896
Little Hattie Lode	Survey No. 977
Sheridan Lode	Survey No. 892
Columbia Lode	Survey No. 890
Home Stake Lode	Survey No. 898
Eureka Lode	Pat. Survey No. 889
Jubilee Lode	Pat. Survey No. 891
Parole Lode	Pat. Survey No. 608
Pay Streak Lode	Pat. Survey No. 893
Logan Lode	Pat. Survey No. 897
Bayard Lode	Pat. Survey No. 894
Great Independence Lode	Pat. Survey No. 609
Golden Vault Lode	Pat. Survey No. 610
Iowa Lode	Pat. Survey No. 895
Jennie Placer	Pat. Survey No. 1097
C. B. & Q. Placer	Pat. Survey No. 798
I. & C. C. Placer	Pat. Survey No. 611
Highland Mary Lode	Pat. Survey No. 606

ASSIGNMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 21st day of September ~~August~~, 1963, by and between JOHN B. RIGG and SHIRLEY A. RIGG, his wife, of Denver, Colorado, hereinafter called "Vendors", and W. S. MOORE CO., a Minnesota corporation, hereinafter called "Vendee",

W I T N E S S E T H:

WHEREAS, Vendors, through mesne assignments, are now the owners of the lessee's interest under that certain Agreement of Lease (hereinafter called "lease") of certain mining claims situate in the Summit Mining District, Rio Grande County, Colorado, which lease was made and entered into as of the first day of February, 1956, by and between The Reynolds-Morse Corporation and B. T. Poxson, as lessors, and General Minerals Corporation, as lessee, and which said lease was filed for record in the office of the Clerk and Recorder for the County of Rio Grande and State of Colorado on the 21st day of July, 1956, in Book 243 at page 45 of the Records of Rio Grande County, Colorado; and

WHEREAS, Vendors desire to sell to Vendee, and Vendee desires to purchase from Vendors the Lessee's interest under said lease upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, In consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Vendee to Vendors, the receipt and sufficiency whereof is hereby acknowledged, the Vendors do by these presents assign, sell, transfer and convey unto the Vendee, and the Vendee hereby purchases from the Vendors all of the Lessee's interest under said Mining Lease upon the terms and conditions hereinafter set forth:

I.

PURCHASE PRICE

Subject to the Vendee's right to terminate its obligations hereunder as hereinafter provided, the Vendee agrees to pay to the Vendors as and for the purchase price of the Lessee's interest under said Lease the sum of Two Hundred Thousand Dollars ($200,000.00), payable, without interest, at the times and in the amounts hereinafter set forth, to-wit:

For the first full year after the date hereof -	$6,000.00;
For the second full year after the date hereof-	$7,200.00;
For the third full year after the date hereof -	$16,800.00;

and

For each of the next 17 full years after the date hereof -	$10,000.00.

Said yearly amounts hereinbefore set forth shall be paid in equal quarterly installments, one installment on or before the 20th days of January, April, July and October of each year commencing with the 20th day of October, 1963, all of such payments shall be made to the Vendors at their address for the service of notices hereunder as hereinafter provided.

II.

VENDORS' COVENANTS

Vendors hereby covenant and represent that they have a good and valid leasehold estate in and to the Mining Claims held under said Lease; that said Lease is in full force and effect and no defaults have occurred thereunder that have not been waived by the Lessor thereunder and that they have the right to assign said leasehold estate to Vendee.

Vendors further covenant that their said leasehold estate is free from all liens and encumbrances excepting the claim of the United States Government under DMEA Contract No. IDM-E1107 in the amount of $5,854.00 and that, subject to said claim, they will, until the termination of this agreement,.

warrant and defend the Vendee in the peaceable and quiet possession of the Claims covered by said lease against any and all lawful claims and demands of any person or persons whatsoever save and except such claims and demands as may be created by the Vendee or may exist by virtue of its acts or omissions.

III.

VENDEE'S COVENANTS

Vendee covenants and agrees with Vendors that as long as this agreement remains in force and effect, it will observe, keep and perform all of the terms, covenants, obligations and provisions contained in said lease that are obligatory upon the Vendors herein by reason of their being the owners of the lessee's interest under said lease; and that it will not do or omit to do any act which if done or omitted to be done might during the term hereof subject said leasehold estate to termination by the lessor under said lease, it being the understanding of the parties hereto, however, that the Vendee and the said Lessors may make such modifications of and amendments to said lease as may be mutually agreed upon by and between them without first obtaining the consent of the vendors thereto.

Vendee agrees to pay the advalorem real estate taxes which have been assessed against the Claims which are the subject of said lease for the year 1963.

Vendee further covenants and agrees with Vendors that it will indemnify and save harmless Vendors from and on account of all claims, suits, actions and proceedings of every kind which may be brought against Vendors for, or on account of, any injuries or damages to persons or property received or sustained by any person, firm or corporation in consequence of any use of or operation on the said Claims by Vendee, its agents or servants.

IV.

TERMINATION PROVISIONS

Vendors covenant and agree with Vendee that Vendee may terminate this agreement at any time upon sixty (60) days' written notice to Vendors given as hereinafter provided and upon such termination Vendee shall be relieved from all obligations hereunder of every nature and description excepting the obligation to pay any installment of the purchase price which may have become due prior to the date of such termination.

Vendee covenants and agrees with Vendors that if Vendee makes any default hereunder in the payment of any installment of the purchase price and such default continues for sixty (60) days after Vendors shall have given written notice to Vendee specifying such default, then, and in such event, Vendors may at any time thereafter and without further notice or demand terminate this agreement and with or without any process of law or judgment enter into or upon said Claims or any part thereof, and take, have and hold possession of said Claims as their former estate; and Vendee and all parties holding or claiming under it evict, expel, remove and exclude therefrom without being taken or being guilty of any manner of trespass, and without prejudice to or thereby waiving any other claim, right, action or remedy which Vendors would then have in law, or equity or otherwise for any breach hereof, or for the recovery of the possession of said Claims; and, thereupon, all rights of Vendee and all those claiming or holding under it in said Claims shall wholly cease and terminate, and the right and title to said leasehold estate shall vest, be and remain in Vendors.

V.

NOTICES

The parties hereto mutually agree that whenever it is necessary or proper to serve upon or deliver to either the Vendors or the Vendee any written notice, including notice of default, the same shall, with respect to the Vendors, either be delivered personally to either of them or sent by registered mail with

postage prepaid, addressed to the Vendors at Colorado National Bank of Denver, Colorado; and the same shall, with respect to the Vendee, either be delivered personally to the President, or a Vice-President, or the Secretary of the Vendee or by mailing such notice by registered mail, with postage prepaid, addressed to Vendee at 400 Torrey Building, Duluth, Minnesota.

Either the Vendors or the Vendee may change their addresses for the receipt of notices as in this section provided by notifying the other party in accordance with the terms and provisions of this section at such party's last address given for the receipt of such notices.

VI.

CONVEYANCE UPON FINAL PAYMENT

The Vendors covenant and agree with Vendee that at such time as the Vendee has paid to the Vendors the full purchase price of Two Hundred Thousand Dollars ($200,000), the Vendors will execute and deliver to Vendee an instrument of assignment in recordable form assigning to Vendee the lessee's interest under said lease free and clear of the terms of this agreement, which assignment shall set forth that this agreement has been performed in full and that Vendors have no further interest in said leasehold estate or in said Claims.

VII.

RIGHT TO ASSIGN

It is mutually understood and agreed by the parties hereto that the Vendee shall have the right to assign all of its interest hereunder to any person, firm or corporation without first obtaining the consent of the Vendors, but that such assignment shall not relieve the Vendee from the performance of its obligations hereunder.

This agreement and all of the terms, provisions and conditions thereof

shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first hereinabove written.

In Presence of:

_____ JOHN B. RIGG

As to J. B. R. and S.A.R. _____ SHIRLEY A. RIGG

_____ W. S. MOORE CO.,

By _____ Warren S. Moore, Its President

As to W. S. M. Co.

By _____ R. J. Kennedy, Its Secretary

STATE OF COLORADO)
) SS.
City and County of Denver)

The foregoing instrument was acknowledged before me this _____ day of August, 1963, by JOHN B. RIGG and SHIRLEY A. RIGG, his wife.

Witness my hand and official seal.

My commission expires _____.

_____ Notary Public.

STATE OF MINNESOTA)
) SS.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of August, 1963, by Warren S. Moore as President and R. J. Kennedy, as Secretary, of W. S. Moore Co.

Witness my hand and official seal.

My Commission Expires _____.

_____
Notary Public

FLORENCE O. R[illegible]
NOTARY PUBLIC St. Louis County, Minn.
My Commission Expires [illegible]

CONSENT TO ASSIGNMENT

THIS INSTRUMENT, Made and entered into by and between THE REYNOLDS-MORSE CORPORATION, of Denver, Colorado, acting by and through its Attorney-in-fact, JOHN H. TIPPIT, of Denver, Colorado, as party of the first part, and W. S. MOORE CO., a Minnesota corporation, of Duluth, Minnesota, party of the second part,

WITNESSETH:

1.1 The party of the first part now is the sole lessor under that certain agreement of lease dated September 1, 1956, and recorded in Book 243 at page 45 of the records of the County Clerk and Recorder, Rio Grande County, Colorado, (referred to as the "Lease"), the said party of the first part having heretofore acquired from B. T. Pearson, the other lessor under said Lease, all of his right, title and interest in and to the leased premises and said Lease. The Lessee in the Lease, General Minerals Corporation, assigned the Lease on July 24, 1958, to John B. Rigg, who is now the owner of the leasehold estate thereunder.

1.2 John B. Rigg desires to assign all of his interest in the Lease to W. S. Moore Co., and, in connection therewith, the consent to and approval of said assignment has been requested from Lessor.

1.3 The consideration for this instrument shall be the mutual benefits to be derived from each of the parties hereto by the execution hereof.

BASIC AGREEMENTS

2.1 Lessor consents to and approves of the assignment of the Lease from John B. Rigg to W. S. Moore Co.

2.2 Lessor certifies that all conditions, provisions, obligations, rentals and all acts of whatsoever kind or nature to be performed by the original lessee and its assignees by the terms of the Lease have, as of the date hereof, been complied with and performed, or else the performance thereof has been waived by Lessor; except only for the payment of any taxes assessed and unpaid, if any, which may exist against the leased property.

2.3 This instrument is executed in order that it may be relied upon by W. S. Moore Co. in completion of its transaction with John B. Rigg.

Dated as of this _____ day of September, 1963.

THE REYNOLDS-MORSE CORPORATION

By _____
John H. Tippit,
Its Attorney-in-fact

STATE OF COLORADO)
) SS.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of September, 1963, by John H. Tippit, Attorney-in-fact for The Reynolds-Morse Corporation.

Witness my hand and notarial seal.

My Commission Expires_____

_____

AGREEMENT MODIFYING AND AMENDING MINING LEASE

THIS AGREEMENT, Made and entered into this 25th day of September, 1963, by and between THE REYNOLDS-MORSE CORPORATION, a Colorado corporation, with its principal office at Denver, Colorado, first party, hereinafter sometimes called "Lessor", and W. S. MOORE CO., a Minnesota corporation, with its principal office at Duluth, Minnesota, second party, hereinafter sometimes called "Lessee",

W I T N E S S E T H:

THAT WHEREAS, Lessor now is the owner of all that certain real estate, mine and mining properties, including patented and unpatented mining claims (all of which is hereinafter sometimes referred to as "leased premises"), situate in the Summit Mining District, Rio Grande County, Colorado, which is more particularly described in the mining lease thereof (hereinafter sometimes referred to as "Lease") made and entered into as of the first day of February, 1956, by and between The Reynolds-Morse Corporation, the Lessor hereunder, and one B. T. Poxson, as lessors, and General Minerals Corporation, a Maryland corporation, as lessee, and filed for record on the 21st day of July, 1956, in the Office of the Clerk and Recorder for said Rio Grande County, and recorded therein in Book 243 of the Records of Rio Grande County at page 45, as Document No. 185568, a copy of said Lease being hereto attached, marked Exhibit "A" and made a part hereof, and

WHEREAS, the said B. T. Poxson did by a Mining Deed filed for record in the above mentioned Office of the Clerk and Recorder of Rio Grande County on the 10th day of October, 1961, in Book 270 of the Records of Rio Grande County at page 214, convey all of his interest in the leased premises and said Lease to The Reynolds-Morse Corporation, the Lessor hereunder; and

WHEREAS, through mesne assignments, John B. Rigg and Shirley A. Rigg, his wife, of Denver, Colorado, became the owner of the leasehold estate created by and under said Lease; and

WHEREAS, the said John B. Rigg and Shirley A. Rigg, his wife, did by an assignment agreement dated the 21st day of ~~August~~ September, 1963, assign said leasehold estate to W. S. Moore Co., the Lessee hereunder, a copy of said Agreement of Assignment being hereto attached, marked Exhibit "B", and made a part hereof, and hereinafter sometimes called "Assignment"; and

WHEREAS, the parties hereto desire to modify and amend said Lease in the particulars hereinafter set forth:

NOW, THEREFORE, In consideration of the sum of Ten Dollars ($10.00) and other valuable consideration in hand paid by Lessee to Lessor, the receipt and sufficiency whereof is hereby acknowledged, IT IS AGREED BY AND BETWEEN THEM AS FOLLOWS:

I.

Lessor hereby consents to and approves said Assignment from John B. Rigg and Shirley A. Rigg, his wife, to Lessee.

II.

Lessor hereby certifies that, at the time of the execution of the said Assignment mentioned in I. above, all conditions, provisions, operations, rentals and all acts of whatsoever kind and nature to be performed by the original Lessee, and its assignees and their assignees, by the terms of said Lease have as of the date hereof been complied with and performed or else the performance thereof has been waived by the Lessor excepting only for the payment of any taxes assessed but unpaid, if any, which may exist against the

leased premises.

III.

Lessor and Lessee covenant and agree with each other that said Lease shall be and it hereby is amended in the following particulars:

3.1) The first paragraph commencing on page 2 of said Lease which pertains to a former lease of part of the leased premises to Frank E. Sigfried, et al., is in all things stricken, said lease having been terminated.

3.2) The term of said Lease is hereby extended for an additional period of twenty-five (25) years, so that the term thereof will expire at noon on the first day of February, A. D. 2006, unless sooner voluntarily relinquished or forfeited through the violation of any covenant or promise contained in said Lease as amended by this instrument.

3.3) All of the terms and provisions of Section (1) on page 3 of said Lease are hereby stricken; and, in lieu thereof, Lessee covenants and agrees that it will expend not less than Twenty Thousand Dollars ($20,000) in the exploration and development of the leased premises during each year that this lease shall remain in force, the nature of and location of such exploratory and development work on the leased premises to be determined solely by Lessee. On or before three years from the date hereof, Lessee agrees that it will either surrender the Lease or make a commitment for the construction of a mill to mill ores from the leased premises, the size, design and location of such mill to be determined solely by Lessee.

3.4) Section (7), on page 4 of said Lease is hereby amended to read as follows:

"(7) The mining of ores and all of the work and operations hereunder by and under the Lessee shall be conducted and carried on in such manner only as is usual and customary in skilful and

proper economic mining operations of similar character elsewhere in the said Summit Mining District, and in accordance with the requirements, methods and practices of good mining engineering, and in such manner as not to do, cause or permit, except as may be reasonably necessary in the skilful and proper mining of such ores, any unusual permanent waste or injury to any mine in the leased premises or interference with the subsequent operation thereof."

3.5) The first paragraph of Section (12), on page 5 of said Lease, is hereby amended to read as follows:

"(12) Lessee covenants and agrees to keep the title to the leased premises and all ores and minerals mined therefrom free and clear of any and all liens and other encumbrances arising in any manner whatsoever from the Lessee's operations under this Lease. In the event any mechanic's lien is filed against any part of the said leased premises, Lessee will, at its own expense, cause the same to be discharged within three months from the date of such filing, or, will, within such three month period, deliver a properly executed surety bond to Lessor conditioned upon the payment of the amount of such lien."

3.6) The first paragraph commencing on page 6 of said Lease is hereby amended to read as follows:

"Lessee is hereby appointed agent for the Lessor, for the sole and only purpose of posting and keeping posted, such notices on the leased premises. In the event such notices are removed or destroyed, and the leased premises are not re-posted by Lessee within thirty (30) days after Lessor notifies Lessee in writing that such notices have been removed or destroyed, Lessor may, at its option, declare this Lease terminated and of no further force and effect."

3.7) Section (14) on page 6 of said Lease, is hereby amended to read as follows:

"(14) Lessee agrees to protect and indemnify and hold Lessor harmless from and against any and all claims made by third parties for injury to or death of persons or damages to property arising out of or on account of Lessee's operations under this agreement while the same is in force and effect, excepting that Lessee shall not be liable for any injuries sustained by any agent or representative of Lessor sustained while on the leased premises and caused by the negligent act or conduct of such agent or representative. Lessee shall comply with the applicable provisions of the Colorado Workman's Compensation Act and, in addition, will carry what Lessee believes to be adequate public liability and property damage insurance."

3.8) Section (16), (a) is hereby amended to read as follows:

"(16) The Lessee shall pay to the Lessor, in the manner hereinbelow set forth, a royalty computed for each year upon all ores, minerals and metal produced and sold from the leased premises in such year computed on the following basis:

(a) 8% of the net smelter returns from the sale of concentrates until the total net smelter and net mint returns for such year from the sale of concentrates, bullion and shipping grade ore equals $300,000.00.

6 1/2% of the net smelter returns from the sale of concentrates when the total net smelter returns for such year from the sale of concentrates, bullion and shipping grade ore exceeds $300,000.00 but is less than $600,000.00.

5% of the net smelter returns from the sale of concentrates when the total net smelter and net mint

returns for such year from the sale of concentrates, bullion and shipping grade ore is $600,000.00 or more."

The last paragraph of Section (16), (c), is hereby amended to read as follows:

"The Lessee shall be the sole judge of what constitutes 'shipping grade ore' (i. e. ore that is not put through a mill) excepting that no ore over the value of $150.00 per ton shall be milled if the same is a part of an ore body reasonably estimated to contain over 5,000 tons."

Section (16), (c), is further amended by adding a new paragraph thereto reading as follows:

"The word 'bullion', as used in this Lease, shall mean native ore or concentrates of ores which are produced without being treated in or put through a cyanide or flotation plant."

JHT

Section (16), (e) of said Lease is amended by deleting the words "and B. T. Poxson" from the 9th and 10th lines from the bottom of page 7 thereof.

Section (16) is further amended by adding the following subparagraph (f) thereto:

"(f) While the royalties above set forth in this Section (16) shall be computed on an annual basis, all royalties due Lessor in accordance with the foregoing provisions shall be paid to Lessor from time to time during each year as and when Lessee receives payment, in the manner hereinafter set forth, for such concentrates from the purchaser thereof (i. e., the smelter, mint or any other purchasing agent). Lessee shall furnish to Lessor with copies of all settlement sheets as well as copies of all sales contracts, weights, smelter and refinery settlements, bullion deposit receipts and all other data pertaining to calculation of royalty.

Lessee further agrees that it will give instructions to the mint, smelter or other agency purchasing concentrates produced from the leased premises to make all payments of net mint and/or net smelter

returns to The First National Bank of Denver, Denver, Colorado, or to such other bank as Lessee and Lessor may agree upon, and to give instructions to such bank to pay to Lessor from time to time as provided herein any royalty due it hereunder and to credit to the account of Lessee the balance of all such payments from the mint, smelter or other agency; it being understood and agreed that a copy of this Lease shall be furnished to such bank in order that it may compute the royalty due and owing from time to time to Lessor."

3.9) Section (17) of said Lease is hereby in all things stricken and the following substituted in lieu thereof:

"(17) Unless this Lease shall be terminated in accordance with the provisions hereof, the uninterrupted right of Lessee to use the leased premises and to exercise the rights and privileges herein granted to it shall continue unsuspended notwithstanding any controversy or disagreement between the Lessor and the Lessee provided that if such controversy or disagreement relates to the amount of royalties payable hereunder that any royalties admitted to be due and payable shall be paid without prejudice to the rights of the parties, all at the times and in the manner and in the amounts provided for herein."

3.10) The sixty (60) day period provided in Section (19) of said Lease for the removal of machinery and equipment after the termination of the Lease is hereby increased to one hundred twenty (120) days.

3.11) The last two lines of Section (20) of said Lease are hereby amended to read as follows:

"under by reason of such conditions for a period in excess of six (6) months at any one time during the life of this Lease."

3.12) The last sentence of Section (21) of said Lease is hereby stricken.

3.13) Section (23) of said Lease is hereby amended to read as follows:

" (23) IT IS FURTHER MUTUALLY AGREED that the said Lessee shall deliver to the Lessor the premises and property with the appurtenances and all improvements, in good order and condition, with all drifts, shafts, raises and winzes, tunnels, ore chutes and other passages used by it under this Lease, thoroughly cleaned of loose rock and rubbish and properly drained and the mine ready for immediate occupancy and for immediate continued work (accidents not arising from negligence alone excusing) without demand or further notice at any termination of this Lease. Upon any violation by Lessee of any covenant herein reserved or any obligation or undertaking hereunder, the terms of this Lease shall, at the option of the Lessor, expire and the same and the said premises, with the appurtenances, shall become forfeited to the Lessor, and its agents may, thereupon, enter into and upon the leased premises and dispossess all persons occupying same, with or without force, and with or without process of law, or, at the option of the Lessor, the said Lessee and all persons found in occupancy, may be proceeded against as guilty of unlawful detainer; PROVIDED, HOWEVER, that if this Lease is forfeited upon the election of the Lessor by reason of failure of the Lessee to perform the covenants and conditions thereof, said Lessor shall give notice to the Lessee, by registered mail, addressed to the Lessee at such address as may be furnished by it from time to time, notifying the said Lessee of such failure to perform, and upon the failure of the Lessee within sixty (60) days to remedy such failure, then Lessee's rights under this Lease shall thereupon cease and terminate and the Lessor's rights to retake possession under this paragraph shall immediately vest and may immediately be exercised, and the

Lessee or its assigns hereby agree to yield and give possession to Lessor's agent forthwith. In the event Lessee demands arbitration of any claimed default, the running of the sixty (60) day period mentioned above in this Section shall be tolled during the arbitration proceedings and until the final decision of the arbitrators is received by the parties.

In case any disagreement or controversy shall arise between the parties hereto as to the interpretation, application or legal effect of this Lease and the rights or obligations of the parties hereto, including the determination of royalty payable hereunder, or relative to the observance or fulfillment of the terms and obligations hereof by either party, then either party may demand that such controversy or disagreement shall be determined by arbitration. This agreement to submit such matters to arbitration shall be irrevocable except upon the waiver or consent of both parties. Either party, at any time before issue is joined in any action involving such disagreement or controversy, may demand arbitration thereof. Such demand shall be in writing and shall specify the matter to be submitted to arbitration and in it said party shall nominate some disinterested and competent person to act as arbitrator; thereupon, within fifteen (15) days after the receipt of such notice, the other party by written notice shall choose and nominate a second disinterested and competent arbitrator; the two arbitrators so chosen shall forthwith select a third arbitrator, giving written notice to both parties of the choice so made and fixing a time and place for meeting, not later than thirty (30) days thereafter, at which both parties may appear and be

heard touching such controversy. The decision of said arbitrators shall be made in writing within thirty (30) days after the completion of the hearings thereon, and when signed by a majority of them shall be final and conclusive upon all parties to this Lease. In case the two arbitrators shall fail to agree upon a third arbitrator, or in case the party notified of the demand for arbitration shall fail to nominate the second arbitrator within the time herein stipulated, such third arbitrator (or such second and third arbitrators, as the case may be), upon application of either party, of which the other shall be given notice, shall be named by the person who may then be the senior judge (in point of service) of the United States District Court in and for the District in which Denver, Colorado, is located, or the person holding an office which corresponds with such office as now extant if it shall then have been abolished. If such senior judge shall be incapacitated or shall fail or refuse to appoint such arbitrator or arbitrators within thirty (30) days after such application, the next in length of service of said judges shall make such appointment. The arbitrators, in their decision, shall determine whether the Lessor or the Lessee shall bear the costs and expenses of the arbitration, including the fees of the arbitrators, and said arbitrators may, in any such decision, allocate such costs and expenses between the Lessor and the Lessee in such amounts as they deem fair and equitable by reason of such decision. The Lessee, however, shall be entitled to proceed with all of its operations pending the decision of any such arbitration."

3.14) Section (24) of said Lease is hereby amended to read as follows:

" (24) Lessee may assign this Lease or sublease parts of the leased premises; provided, however, that Lessee shall not be relieved thereby from performing all of the covenants, obligations and undertakings expressed herein as the same may relate to the premises assigned or subleased."

3.15) Section (25) of said Lease is hereby amended to read as follows:

" (25) No warranty of title, either expressed or implied, is made as to the leased property. Lessor represents and warrants, however, that it and its predecessors in title have had undisputed possession of said leased premises for more than eighteen (18) years and Lessor covenants with Lessee, its successors and assigns, that it has not done or caused to be done anything whatsoever whereby the leased premises or any part thereof now or at any time hereafter shall or may be imperiled, charged or encumbered in any manner whatsoever except as the same have been encumbered by the execution of this Lease, other leases which have now expired, or DMEA Contract IDM E.1107, (No.643).

Upon request of Lessee, Lessor shall furnish to Lessee all title data in its possession, certified to date, and Lessee shall have a period of six (6) months to examine title and during said period to either reject or approve of same. Failure to notify Lessor of either approval or rejection shall be considered as an approval of title. In the event Lessee discovers valid objections to Lessor's title, or should any third party at any time claim any part of the leased premises as a result of any act or matter occurring prior to the date hereof, Lessor will undertake in good faith to cure such defect and defend against any such claims, it being agreed that no guarantee is implied that such defense will be successful. Any fees, charges, em-

penses and/or judgments incurred or sustained by the Lessor in any such proceedings shall be paid by Lessor or, at Lessor's election, by Lessee, who may thereafter charge the amount thereof against any royalty thereafter becoming due Lessor from Lessee under this Lease."

3.16) The parties hereto agree that these four unpatented Mining Claims situate in said Summit Mining District believed to be owned by Lessor and known as Century of Progress, Elkhorn, and Two G. & P Placers, are hereby brought under the terms, provisions and conditions of this Lease to the same extent as if described in said Lease at the time of its execution, it being provided, however, that with reference thereto Lessor makes no warranty or representation, nor assumes any of the obligations with respect to the title thereof or any of the obligations with respect to curing or defense of title, which are expressed in Section (25) hereof.

All of the terms, provisions and conditions of said Lease, except as amended or modified by this Agreement are by the parties hereto in all things ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first hereinabove written.

Witnesses as:

THE REYNOLDS-MORSE CORPORATION

By _____
Its President

By _____
Its Secretary

W. S. MORSE CO.,

By _____
Its President

By _____
Its Secretary

STATE OF COLORADO)
City &) SS.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 18th day of September, 1963, by Anna R. Garrey as president, and John H. Tippit, as Secretary, of The Raymond-Morse Corporation.

Witness my hand and official seal.

My Commission Expires November 7, 1966.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by Warren S. Moore as President and R. J. Kennedy as Secretary, of W. S. Moore Co.

Witness my hand and official seal.

My Commission Expires _____

Notary Public

FLORENCE G. REINERT
NOTARY PUBLIC, St. Louis County, Minn.
My Commission Expires March 1, 1966

MME Form 7
(2/63)

AIRMAIL - CERTIFIED MAIL
Deliver ONLY to addressee
RETURN RECEIPT FROM ADDRESSEE
ONLY REQUESTED

DEC 5 1972

Mr. Irving F. Moore
Wheeler Properties, Inc.
575 Forest Street
Reno, Nevada 89502

Re: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mine
Rio Grande County, Colorado
Contract 2189

Dear Mr. Moore:

This is in further reply to your letter of October 13, 1972, concerning the royalty due the Government on shipments from the Summitville Mine during operations in 1971 through February 1972 during which time the W. S. Moore Company managed the mine pursuant to the Summitville Joint Venture Agreement and the Joint Operating Agreement executed January 1,

You submitted with your letter a ledger sheet prepared by you which is purported to be a copy of the Summitville Smelter Returns and production for the year 1971 covering all of the ore mined, milled, and marketed while your company was managing the Summitville mine. This ledger sheet does not reflect any shipments in 1972. According to your calculations from this data you state that the amount due the Federal Government is $8,961.70. Although your October letter acknowledges this sum is due and payable to the Government you do not offer to remit this sum and no payment has been received. Instead you suggest that we contact Polaris Resources, Inc. and its associates for production royalties due the Government.

The latter suggestion, that the Government look to other parties for payment of the royalties due the Government, indicates a lack of understanding on your part of the legal liabilities assumed by W. S. Moore Company under the OME contract with respect to repayment of the Government's loan. As we have reminded you in the past, Article 7 of the contract provides that the Operator (W. S. Moore Company) is obligated to pay a royalty on any production for the applicable period of time regardless of its ownership or control of the lands embraced in the contract. In this case, the period for the payment of royalty extends to May 22, 1976, or until the amount of the Government's participation totalling $13,789.53 plus interest is fully repaid, whichever comes first. To assure payment

5.9465%

0. *

101'970.+
101'151.+
93'760.+
82'458.+
103'285.+
83'308.+
76'716.+
72'001.+
81'315.+
82'185.+
126'104.+
162'874.+
162'164.+
168'920.+
197'657.+
1'6,958,88. *

14007'74. *

Silver

C

0. *

4.5541%

0. *

73'994.+
72'758.+
80'019.+
98'134.+
92'935.+
90'075.+
89'487.+
80'372.+
89'189.+
84'166.+
86'746.+
92'977.+
87'026.+
81'596.+
99'327.+
1'2,988,01. *

C

Copper

89.4994%

0. *

2'145'241.+
1'596'610.+
1'702'178.+
1'756'715.+
1'694'941.+
1'449'499.+
1'507'340.+
1'518'274.+
1'685'033.+
1'721'978.+
1'860'035.+
1'817'353.+
1'779'431.+
1'593'971.+
1'695'943.+
25'524'542. *

of such royalty W. S. Moore Company specifically granted to the Government a lien on its interest in the land and upon any production therefrom pursuant to paragraph (e) of Article 7 of the contract. These provisions were repeated in the notice of Certification of Possible Production issued to W. S. Moore Company on February 6, 1968.

Thus, the fact that W. S. Moore Company may have encumbered or divested itself of its interests in the Summitville Mine did not absolve it of its responsibility to pay the Government its royalty on production, nor could such encumbrance or transfer of interest in any way abrogate the Government's right to look to W. S. Moore Company for payment of such royalty.

We have obtained from the Tacoma smelter the settlement sheets for the 15 railroad cars of concentrates that it received from the Summitville mine between June 10, 1971, and February 24, 1972. These records show that cumulative shipments having a net smelter value of $224,849.14 were made during this period. Royalty due the Government on these shipments total $11,242.47. From these sheets it is clear that the manager of ASARCO's Tacoma smelter was instructed to deduct royalty for the W. S. Moore Company and other parties, but no instruction was given to deduct and pay the Government's five percent royalty. This failure to instruct the smelter to deduct and remit the Government's five percent royalty amounts to a direct breach of the Operator's obligations under paragraph (f) of Article 7 of the OME contract, and might possibly be construed as an attempt to defraud the United States of monies due it.

Accordingly, you are hereby directed to make payment promptly to this office of royalty due the United States in the amount of $11,242.47 plus simple interest at the annual rate of 6-1/2 percent from the dates of the respective smelter payments to W. S. Moore Co. Unless payment is received in full or satisfactory arrangement for payment is made within 30 days from receipt of this letter, we have no recourse but to refer the matter to the Department of Justice for appropriate action.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo
Chief, Office of
Minerals Exploration

Mr. Kirkemo
130
CLMartin
HKirkemo/CLMartin/hm/gla 12-5-72

cc: Director's Reading File
Mineral Resources
OME Docket
OME Reading File
OME Region III

Copies to: W. S. Moore Co.
400 Torrey Building
Duluth, Minnesota 55802

Mr. R. A. Hildebrand
President
Polaris Resources, Inc.
and Summitville, Inc.
343 South Union Boulevard
Lakewood, Colorado 80228

Mr. William A. Trebilcock
President
Trebilcock Mining, Inc.
156 East 74th Street
New York, New York 10021

Background and Summary Information
W. S. Moore Co.
Summitville Mine
Rio Grande County, Colorado
OME-6344 Contract 2189

Background

Contract 2189 (OME-6344) executed May 22, 1964.

Operator - W. S. Moore Co., 400 Torrey Building, Duluth, Minnesota 55802

Total Value, as amended, $81,440, Government share @ 50% $40,840.

Interest 6-1/2 percent.

Lien and Subordination Agreements signed by:

1. Anna R. Garrey, President, The Reynolds-Morse Corporation, 1300 E. 7th Street, Denver, Colorado 80218, April 29, 1964, property owner.

2. John B. Rigg and Shirley B. Rigg, 1500 E. 7th Avenue., Denver, Colorado 80218, May 25, 1964. Assignees as of February 1, 1956, of lease between Reynolds-Morse Corporation and B. T. Paxson, owners, and General Minerals Corporation, original Operator under DMEA Contract Idm-E1107, Docket DMEA-4643.
(See memorandum of May 12, 1964, in Folder No. 1, OME-6344, to OME from Robert W. Long, Assistant Solicitor.)

Contract amended August 28, 1964, January 22 and May 11, 1965, August 18, 1966.

Contract terminated effective May 24, 1967.

Certification of possible production issued February 6, 1968. Royalty period extends to May 22, 1976, or until Government participation totalling $13,789.53 plus interest, is fully repaid, whichever occurs first.

In addition to royalties which may accrue under the OME contract, royalty in the amount of $5,854 was payable under DMEA Contract Idm-E1107. Royalties totalling $48.14 were paid from production (in 1960) prior to July 15, 1970, the end of the royalty period for that contract.

The Operator executed agreements with a number of companies in partnership or in joint venture operations between October 1, 1967, and January 1, 1971. All of the agreements were terminated before the Summitville Joint Venture Agreement was executed under which

concentrates were produced on which royalty is due. The parties involved in these earlier agreements included The Cleveland-Cliffs Iron Co., Union Pacific Railroad, Quad Construction, Inc., and Polaris Resources, Inc.

Chronology

June 15, 1970 Letter to Chief, OME, from I. F. Moore contending that no royalty would be due on sulphide copper production because copper was not eligible for assistance when contract was signed. Reported that ore-grade material from exploration headings had been stockpiled.

July 2, 1970 Letter to I. F. Moore from Chief, OME, stating that royalty shall be paid on all minerals and metals mined or produced from the land described in the contract.

Sept. 23, 1970 The Mining Record, Denver, Colorado, reports 150-ton per day flotation mill under construction at Summitville mine is scheduled for completion in December 1970.

Jan. 1, 1971 Summitville Joint Venture Agreement executed as of this date and recorded in Records of Rio Grande County, Colorado, on February 18, 1971, as Document No. 242436. Joint Operating Agreement executed and recorded same dates as above. Document No. 242437.

The Agreement assigned 52½% interest in sales of ores and concentrates to W. S. Moore Co., 27½% interest to Polaris Resources, Inc., 20% interest to Trebilcock Mining, Inc. W. S. Moore Co. named manager for all operations under these Agreements.

Feb. 19, 1971 I. F. Moore reports to OME on MME Form 63, dated February 11, that 7,932 tons of ore averaging 2.47% Cu is stockpiled at mine. Enclosed copy of Exploration Agreement, dated April 8, 1970, between Quad Construction, Inc., Polaris Resources, Inc., and W. S. Moore Co.

April 16, 1971 Letter to I. F. Moore from Chief, OME, point out responsibility of W. S. Moore Co. for payment of royalty on production if the producer or as surety if not the producer. Listed outstanding balance and accrued interest as of February 28, 1971, and asked Moore for copies of his letters to his operating partners informing them of these facts.

April 19, 1971	Letter to Chief, OME, from I. F. Moore advising that "partners are fully aware of the obligations owed all parties including the federal government. To fully insure complete awareness, copies of your present letter will be promulgated to the various Summitville partners. "As you may or may not be aware, we expect the flotation mill to be turning over this month and royalty payments to the government should commence shortly." Copies of this letter indicated for Duluth office W. S. Moore Co., Polaris Resources, Wm. Trebilcock.
June 2, 1971	The Mining Record, Denver, Colorado, reports that R. A. Hildebrand, president, Polaris Resources, Inc., announces shipments of copper concentrates have begun from the Summitville mine.
June 10, 1971	The first of 15 railroad car shipments of concentrates from the Summitville mine by W. S. Moore Company received by ASARCO's Tacoma smelter. The last shipment was received February 24, 1972. Copies of the 15 smelter settlement sheets received from ASARCO on October 24, 1972. Summary of settlement data enclosed with this memorandum.
July 5, 1971	The Denver Post, Denver, Colorado, reports essentially same story that the Mining Record reported June 2.
July 26, 1971	Field Officer, Region III, in phone call to Chief, OME, estimates possibility of $10,000 royalty to Government from Summitville operation based on 150-ton per day production, $35/ton value.
March 8, 1972	Document entitled "Consent to Merger, Termination of Joint Venture Agreement, Designation of Operator, Settlement of Accounts, and Mutual Release" executed by W. S. Moore Co., Polaris Resources, Inc., Trebilcock Mining, Inc., and Summitville, Inc. Under this agreement W. S. Moore Co. is relieved of all authority, duties, and obligations as manager under the Summitville joint venture agreement and the joint operating agreement, both dated January 1, 1971. Summitville, Inc., R. A. Hildebrand, president, successor manager.
May 26, 1972	MME Form 63 mailed to I. F. Moore requesting information and data on status of property and production from it.

June 1, 1972	Letter from Kevin P. Manning, Controller, W. S. Moore Co. to Chief, OME, returning unanswered MME Form 63. States that W. S. Moore Co. not associated with Summitville mine since beginning of year, that Polaris Resources through wholly-owned subsidiary Summitville, Inc., replaced W. S. Moore Co. as manager, and is issuing financial statements for 1971. Suggests that inquiry be sent to Summitville, Inc.
June 27, 1972	MME Form 63 mailed to Summitville, Inc.
July 17, 1972	Field Officer, Region III, conferred with R. A. Hildebrand, president, Polaris Resources, regarding MME Form 63 and Royalty problem. Hildebrand reported that Moore was the producer of most of the tonnage shipped in 1972, and that he had not seen a copy of the letter of April 19, 1971, which Moore was to have sent to Wm. Trebilcock and Polaris Resources. Hildebrand thought that OME royalty was due only from gold and silver production, and not from copper production.
July 21, 1972	Memorandum to Chief, OME, from Field Officer, Region III, reporting that Hildebrand had phoned and stated that MME Form 63 was being sent to Washington, together with merger document dated March 8, 1972, royalty check and settlement sheets for production by Summitville, Inc. Said material received in Washington July 20, 1972.
July 28, 1972	Letter to R. A. Hildebrand from Chief, OME, referred to data reported in MME Form 63 regarding shipments in 1971 and 1972, and responsibilities of the concerned parties for payment of royalties; reported on the status of the account as of July 28, 1972, and requested prompt payment of royalty due. Copy sent to I. F. Moore, and copy enclosed in letter to Hildebrand to be forwarded to Wm. Trebilcock as address was unknown.
August 24, 1972	Letter to R. A. Hildebrand from Chief, OME requesting reply to letter of July 28, 1972. Same distribution of copies as with first letter.
August 28, 1972	Letter to Chief, OME, from I. F. Moore, Wheeler Properties, Inc., Reno, Nevada, advising that W. S. Moore Co. merged into Summitville, Inc., early in 1972, that Summitville assumed full responsibilities for the mine at that time, and that "this office" not associated with Summitville operation since late 1971.

September 1, 1972	Letter to I. F. Moore from Chief, OME, commenting on provisions in the merger agreement of March 8, 1972, and noting "--it appears that W. S. Moore Co. may be responsible for royalty payments on such shipments." (shipments made prior to March 8, 1972). Referred also to previous letters regarding shipments of stockpiled ore, and lack of records. Requested payment of royalties due the Government as soon as possible.
September 15,1972	Letter to Chief, OME, from W. A. Trebilcock, President, Trebilcock Mining, Inc., reporting that Trebilcock Mining, Inc., returned all smelter receipts to W. S. Moore Co., Manager, to meet expenses for operating and developing the property. Understood that the Manager would pay all royalties owing.
September 25, 1972	Letter to W. A. Trebilcock from Chief, OME, acknowledging letter of September 15, and noting that I. F. Moore had not replied to our letter of September 1. Copies sent to Hildebrand and Moore.
October 2, 1972	Memorandum to Chief, OME, from Field Officer, Region III, reported on conversations with Colorado Deputy Commissioner of Mines, and others. Equipment at Summitville mine being sold by Summitville, Inc., and Quad Construction, Inc., to satisfy liens against the property. Recommends notifying owner of property of Government lien, and demanding payment of royalty by W. S. Moore Co.
October 3, 1972	Letter to Chief, OME, from R. A. Hildebrand agreeing with OME's interpretation of the Release and Indemnification sections in the merger agreement of March 8, 1972, and stating that Polaris Resources received no share of Summitville Joint Venture's smelter returns and had no control over the disposition of such funds. W. S. Moore Co., collected Polaris' share of smelter returns. Stockpile reported on February 19, 1971, was shipped by Moore during 1971.
October 11, 1972	Memorandum to Chief, OME, from Field Officer, Region III, submitting preliminary figures on production from the Summitville mine, June-December 1971.
October 13, 1972	Letter to ASARCO Tacoma Smelter from Chief, OME, requesting copies of smelter settlement sheets for shipments made in 1971 and to March 8, 1972, from the Summitville mine by W. S. Moore Co. Fifteen settlement sheets received October 25, 1972. Summary of these sheets is enclosed.

October 13, 1972	Letter to Chief, OME, from I. F. Moore enclosing "--a copy of the Summitville Smelter Returns and Production for 1971. This covers all of the ore mined, milled, and marketed while W. S. Moore Co. was managing the Summitville mine." Calculated amount due the Government to be $8,961.10. States that while "W. S. Moore Co. was managing the property it had no control whatever over the purse strings of the venture. All funds were handled out of New York City. When inquiry was made by the Moore Co. regarding possible sums due the Government, we were told in effect to forget it. Since that time W. S. Moore Co. was merged into Polaris Resources in an arrangement that also involved the company responsible for dispersing funds during our tenure at the mine. I suggest that you contact Polaris and its associates for production royalties due the Government."
October 17, 1972	Letter to I. F. Moore from Chief, OME, acknowledging receipt of letter of October 13 and production record.
November 2, 1972	Letter to County Clerk and Recorder, Rio Grande County, Colorado, from Chief, OME, requesting copies of Summitville Joint Venture Agreement and Joint Operating Agreement. Copies were received on or about Nov. 30, 1972.
December 5, 1972	Certified letter with return receipt requested to I. F. Moore, Reno, Nevada, from Chief, OME, requesting payment of $11,242.47 plus simple interest at 6½ percent or that satisfactory arrangement for payment be made within 30 days of receipt of letter. Copies to W. S. Moore Co., Duluth, R. A. Hildebrand, W. A. Trebilcock.
January 4, 1973	Post Office in response to OME request for tracer on letter of December 5 reports no record of receipt of letter by the Reno post office
January 11, 1973	Copy of letter of December 5 to I. F. Moore and Associates from Chief, OME, mailed with return receipts requested.
January 17, 1973	I. F. Moore signed receipt for delivery of December 5 letter as did Warren S. Moore (1/15/73) and Trebilcock (date not shown). Hildebrand had received his copy of the letter soon after December 5.
February 14, 1973	Memorandum from Field Officer, OME Region III, to Chief, OME, reports that Hildebrand has not been contacted by Irving Moore since the Summitville operations were closed.

February 17, 1973 As of this date no payment, arrangement for payment, or any correspondence received by OME from I. F. Moore in response to request of December 5, 1972 and January 11, 1973.

Summary of settlement statements and OME royalties due for shipments by W. S. Moore Company to ASARCO's Tacoma Smelter, June 10, 1971 through February 24, 1972.

Lot No. (Smelter)	Date	Net Wt. (lb.)	Gross Smelter Value	Charges	Net Smelter Value	6% Royalty Reynolds-Morse (Paid)	2½% Royalty W.S.Moore (Paid)	OME 5% Royalty Due	20% Trebilcock	27½% W.S.Moore (Polaris)	52½% W.S.Moore Co.
1120	6-10-71	112,140	$18,719.07	$3,690.30	$15,028.77	$901.73	$375.72	$751.44	$2,790.28	$3,836.64	$7,324.48
1145	6-18-71	118,881	17,678.80	3,867.61	13,811.19	828.67	345.28	690.56	2,570.52	3,534.47	6,747.61
1161	6-22-71	116,843	19,532.30	3,925.75	15,606.55	936.39	390.16	780.33	2,897.94	3,984.67	7,607.10
1416	9-30-71	135,781	19,979.45	4,205.34	15,774.11	946.45	394.35	788.71	1,471.00		13,202.39
1417	9-30-71	134,706	20,562.55	4,152.40	16,410.15	984.61	410.25	820.50	1,309.00		12,885.79
1418	9-30-71	134,047	18,953.61	4,096.42	14,857.19	891.43	371.43	742.86	1,221.00		12,615.58
1427	10-1-71	135,592	18,512.36	4,600.75	13,911.61	834.70	347.79	695.58			13,421.58
1478	10-11-71	139,842	16,706.47	4,625.09	12,081.38	724.88	302.03	604.07			11,303.92
1705	11-15-71	118,654	16,778.44	4,038.34	12,740.10	764.41	318.50	637.01			11,269.07
1706	11-15-71	116,698	16,158.50	3,991.31	12,167.19	730.03	304.18	608.36			11,132.98
1783	11-29-71	93,230	19,077.99	3,668.46	15,409.53	924.57	385.24	770.48			14,099.72
1956	12-22-71	102,540	20,125.66	3,800.15	16,325.51	979.53	408.14	816.28			14,937.84
29	1-6-72	92,401	19,513.68	3,652.90	15,860.78	951.65	396.52	793.04			14,512.61
136	1-21-72	89,077	18,471.26	3,613.01	14,858.25	891.49	371.46	742.91			13,595.30
425	2-24-72	113,943	24,422.25	4,415.42	20,006.83	1,200.41	500.17	1,000.34			18,306.25
Totals		1,754,375	285,192.39	60,343.25	224,849.14	13,490.95	5,621.22	11,242.47	12,259.74	11,355.78	182,962.22

Ok until we have heard from Mr. Moore, Tacoma smelter, and if necessary discussed the case with Jack Rigg, & Jack Martin.
HAK. 12/2/72.

Re: OME-6344

Dear Mr. Carney:

We understand that control of the Summitville mine ~~the~~ property has reverted back to Reynolds-Morse Corporation, the present owner and owner of the property when the subject OME contract was executed. We have learned that there was production from the Summitville mine in 1971 and possibly in 1972 on which ~~no~~ royalty was not paid to the Government as required by Article 7 of the OME contract. Efforts are underway at present to determine the producer, quantity, destination or buyer, and value of these shipments. ~~in order to~~

Any assistance you can offer to help us obtain this information would be appreciated. In the event any royalty due the Government cannot be collected from ~~was not paid by~~ the producer, we would look to the owner of the property for payment. We hope this does not become necessary.

Sincerely yours,

cc: John Tippiel
1704 Security Life Building
Denver, Colorado 80202

United States Department of the Interior

OFFICE OF THE SOLICITOR
WASHINGTON, D.C. 20240

IN REPLY REFER TO:

MAY 22 1973

Memorandum

To: Chief, Office of Minerals Exploration

From: Associate Solicitor--General Legal Services

Subject: W. S. Moore Co.
OME-6344 (Gold-Silver)
Summitville Mine
Rio Grande County, Colorado
Contract 2189

Your memorandum of April 26, 1973 requests our advice as to the legal aspects of the contentions made in a letter dated April 5, 1973 from Mr. Dexter A. Larsen, an attorney representing Wheeler Properties, Inc., and Ervin F. Moore and Warren Moore, as individuals, regarding responsibility for payment of royalty to the Government on mineral production of gold, silver and copper in 1971 and 1972 from the Summitville Mine. The letter is in response to a demand by OME for payment of such royalty made on December 5, 1972 and discussions held with the Field Solicitor, Reno, Nevada in February and March 1973. In his letter Mr. Larsen contends that there is no liability to pay royalties to the Government under OME-6344 because the contract applies only to gold and silver and not other minerals, and that if there is any such liability it lies with parties other than Wheeler Properties, Inc. ?

Before discussing the merits of the contentions made by Mr. Larsen it is necessary to give some background information regarding the history of the Summitville Mine prior to the Execution of Contract 2189.

The Summitville District was a gold mining area from 1870 until approximately 1949 during which period total smelter returns were valued at nearly 7-1/2 million dollars of which 94% was gold. In the course of mining operations conducted at the Summitville Mine the presence of favorable copper ores at the lower mine depths became known. In 1957, after General Minerals Corporation acquired a 25-year lease of the patented and unpatented claims which comprise the Summitville Mine, the Defense Minerals Exploration Administration entered into an exploration contract with the company to explore for ores of copper and lead in three general areas -- the Annie Copper, Hidden and Tewkesbury-McDonald vein areas. The exploration work carried out pursuant to the contract by General Minerals Corporation and by John B. Rigg, who

acquired the mine property and became the assignee of the DMEA contract, resulted in the discovery of copper, gold and silver-ores. On January 15, 1962 the Director of the Office of Minerals Exploration issued a certification of possible production on the project.1/

Subsequently, W. S. Moore Company obtained an assignment from John B. Rigg of his interests in the property known as the Summitville Mine and on February 27, 1964 filed an application with OME to obtain financial assistance to explore for gold and silver. On May 22, 1964 exploration contract 2189 (OME-6344) was executed. The work was satisfactorily completed and the results were found to justify issuance of certification of possible production which was made on February 6, 1968.

Following completion of work under the OME contract, and commencing on June 10, 1971, 15 railroad car shipments of concentrates of gold, silver and copper were made from the Summitville Mine to ASARCO's Tacoma, Washington smelter. The final shipment was made on or about February 24, 1972. The net smelter value of those shipments totals $224,848.10 and based upon the royalty provisions of the OME contract the estimated royalty due the Government totals $11,242.47. Accordingly, on December 5, 1972 OME made demand for payment of this amount on Mr. Irving F. Moore.

The attorney for Mr. Moore and Wheeler Properties, Inc. bases his argument that no royalty is due the Government from the 1971 and 1972 shipments on the grounds that the contract itself applies only to gold and silver and does not apply to other minerals, particularly copper. In support of this contention he states that the commodity specified in the contract is "gold-silver", and that Article I(a) states that the work allowed by the contract is "a search for new or unexplored deposits of the commodity designated above."

Mr. Larsen further states that W. S. Moore Co. requested permission to perform deep drilling for copper in May, 1965 but was denied such permission by OME on the grounds that only gold and silver were eligible for OME assistance under the contract and only drilling in zones which were predominately gold and silver was permitted. Finally, he states that subsequent to May, 1965 W. S. Moore Co. did substantial drilling for copper at its own expense. Although all of these statements are factually correct they are not controlling or determinative of the Government's right

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1/ The records indicate that during the exploration work carried out by Mr. Rigg approximately 475 tons of ore were produced of which 134 tons were shipped to a smelter for processing. About 40 tons which assayed at 4% copper, 1.0 ounces of gold and .10 ounces of silver were stockpiled and an estimated 300 tons which assayed at 1.3% copper, .02% lead, .03 ounces gold and 1.6 ounces of silver were also stockpiled. The royalty payment period under this contract expired on July 15, 1970.

to a royalty on production. That right is determined by the provisions of law, the Department's regulations and other provisions of the OME contract.

Section 1 of the Act of August 21, 1958, as amended (72 Stat. 700; 30 U.S.C. §§ 641-646) provides that in order to provide for discovery of additional domestic mineral reserves the Secretary of the Interior is directed to establish and maintain a program for the exploration by private industry within the United States, its Territories and possessions "for such minerals, excluding organic fuels, as he shall from time to time designate" and to provide Federal financial assistance on a participating basis for that purpose. Thus, the Act requires the Secretary to determine what minerals, other than organic fuels, shall be eligible for participation under the OME program. The Secretary's determination is then made public through publication in the Federal Register and is codified in the Code of Federal Regulations.

The Office of Minerals Exploration may not legally enter into an OME contract if the primary purpose of the project is to explore for deposits of a mineral not designated by the Secretary as an eligible mineral. Consequently, an applicant is required to state in his application what is the principal or "target" mineral to be sought. In addition, he must submit detailed information on past and current mining or exploration operations, past or current production, known ore reserves, geologic features and type of deposit, assay certificates if available, and copies of geologic or engineering reports, assay maps or technological information. If the mineral specified is not on the list, the application cannot be considered and the applicant is so informed.

Assuming the target mineral is eligible for OME participation, the information supplied in the application is evaluated according to the criteria set forth in the Department's regulations e.g., geologic probability of a significant discovery, estimated cost of exploration in relation to size and grade of potential deposit, accessibility of deposit,background and experience of applicant and his title or right of possession of the property involved -- and a determination is made whether or not a OME contract shall be executed. The contract itself consists of a printed form (either MME Form 50 or MME Form 51), a typewritten Annex I (land description), and Exhibit A (work and costs). On the printed form at the top blank space is provided for an OME docket number, contract number, the county and state and the commodity. The last is no more than a specification of the target mineral or minerals sought.

The pertinent statutory provision which establishes the Government's right to royalty payment is subparagraph (c) Section 2 of the Act (30 U.S.C. § 642(c)) which provides in pertinent part:

"(c) When in the opinion of the Secretary an analysis and evaluation of the results of the exploration project disclose that mineral production from the area covered by the contract may be possible he shall so certify within the time specified in the contract. Upon certification, payment of royalties shall be a charge against production for the full period specified in the contract or until the obligation has been discharged, but in no event shall such royalty payments continue for a period of more than twenty-five years from the date of the contract."

This provision has always been interpreted by the Department to mean that in order for certification of possible production to be issued a discovery of an ore deposit of sufficient magnitude and value must have been made as a result of the exploration work conducted under the OME contract to justify the conclusion that production is possible. It has never been interpreted to limit certification and the Government's corresponding right to a royalty on production to only those instances in which the mineral deposit discovered is precisely the mineral designated as the target mineral by the Operator. Such an interpretation would ignore the scientific fact that minerals seldom are deposited in a pure form and are most often found in association with other minerals. Moreover, it would require the conclusion that the Congress intended in the Act to impose a requirement that the Secretary correctly guess what mineral might be produced from the project and that the right to royalty is to be denied the Government if it were mistaken and the mineral actually produced was the one not stated in the contract as the target mineral.

Moreover, Article 7(b) of the subject contract provides that the Operator, whether or not he is the producer shall pay a royalty "on all minerals and metals mined or produced from the land." Section 229.11(c) of the Department's regulation (30 CFR 229.11 (c)) likewise states that the Operator shall pay the Government a royalty on all minerals or metals produced from the land described in the contract and any other royalty as may be provided therein.

Thus, in our opinion the statutory provisions, the Departmental regulation and the provisions of the OME contract all support the conclusion that Mr. Larsen's contention that no royalty is due the Government from production of copper because the OME contract applies "only to gold and silver and does not apply to other minerals" is legally unsound.

We do believe, however, that under the provisions of the Act there is one limiting factor on the Government's right to issue a certification of possible production. It is found in Section 3 (30 U.S.C. § 643) which defines the term "exploration" as "the search for new or unexplored deposits of minerals." This definition clearly precludes OME assistance to any project work involving deposits which have been previously discovered

where such work would be conducted primarily for mining or preparation for mining. Inasmuch as OME may not participate in project work of this type it follows logically that the Government is likewise precluded from asserting a right to royalty on production from project work which does not meet the terms of the statutory definition of the term "exploration." Similarly,as previously mentioned, Section 2(c) (30 U.S.C. § 642(c)) provides that certification shall be issued if in the opinion of the Secretary based upon an analysis and evaluation "of the results of the exploration project" mineral production from the area covered by the OME contract is possible. This language clearly limits the Government's right to certify possible production to those instances in which the discovery of minerals or metals directly results from project work undertaken pursuant to the OME contract and authorized by the contract and precludes certification where the discovery occurred prior to the execution of the OME contract or occurred through project work undertaken by an Operator at his own expense which bears no relationship to the OME project work. Thus, in the instant case with regard to shipments of copper ores in 1971 and 1972 we conclude that the Government is entitled to royalty only on that portion of such shipments which represents production from deposits of copper, if any, which were located by the exploration work undertaken pursuant to the OME contract. Accordingly, we recommend that OME determine by the best available method if any such discovery was made. In this regard we note from OME records a number of references to Hole T-4 drilled in connection with the Tewksbury Pike Subproject and Hole G-D-3 drilled in on the Dexter vein which appear to us to indicate that new discoveries of copper ore were made by those holes. If in your opinion the geological evidence clearly shows that these or any other holes drilled under the contract resulted in the location of new discoveries of copper deposit not in any manner related to the work done under the DMEA contract a demand for the payment of royalty on production from such deposits of copper subsequent to July 15, 1970, should be made forthwith. In the event payment of such royalty is denied, upon receipt of knowledge of such denial from you, we shall prepare the necessary documentation and refer the matter to the Department of Justice.

On the subject of responsibility for the payment of royalty due the United States, and it should be emphasized that there should be no dispute that the Government is entitled to its royalty on any gold and silver ore shipped in 1971 and 1972, Mr. Larsen states that on March 8, 1972, W. S. Moore Co. was reorganized and merged into Summitville, Inc., a wholly owned subsidiary of Polaris Resources, Inc., and that following such reorganization Trebilcock Mining, Inc., Summitville Inc. and Polaris Resources Inc. were the sole participants in the joint venture formed for the purpose of operating the Summitville Mine. In addition, Mr. Moore

states that pursuant to such reorganization, W. S. Moore Company was released from any claims arising out of its ownership, operation and management of the Summitville Mine, except for any indebtedness for claims or liens with respect to trade claims or accounts payable of the joint venture which had not been disclosed to Polaris, Inc. or Trebilcock on or prior to March 8, 1972 other than trade claims incurred prior to February 14, 1972 in the ordinary course of business of the joint venture aggregating not more than $2,000, and other trade claims arising from the ordinary business subsequent to February 14, 1972, regardless of the amount and any liabilities or claims for indebtedness incurred with the specific knowledge or approval of Trebilcock Mining, Inc., Polaris Resources, Inc., and/or DLJ Natural Resources, Inc. Pursuant to the reorganization, Mr. Moore states that Wheeler Properties, Inc. agreed to indemnify Summitville, Inc. as to the liabilities of W. S. Moore Company which were not released under this general release.

With respect to the amount of royalty due the United States under OME-6344, Mr. Larsen states that this amount was specifically known to DLJ Natural Resources, Inc. and was classified by DLJ Natural Resources, Inc., as a contingent liability and such contingent liability was specifically not shown as a current liability of the Summitville Joint Venture in its financial statement at the request and specific instance of the DLJ Natural Resources, Inc. Mr. Larsen concludes:

> "Based upon the foregoing facts, it is the position of Wheeler Properties, Inc. that the liability, if any under OME-6344 (gold-silver) is a liability of Summitville, Inc., the successor of W. S. Moore Co. by merger and that Wheeler Properties, Inc. is not liable to Summitville, Inc. under the Indemnity Agreement by and between Summitville, Inc. and Wheeler Properties, Inc., due to the fact that Trebilcock Mining Inc., Polaris Natural Resources, Inc., (sic) and/or DLJ Natural Resources, Inc. specifically had knowledge of the OME agreement."

It would appear from the above that the obligation of W. S. Moore Company to pay the royalty due the United States under OME-6344 was assumed by Summitville, Inc. when the company was merged with Summitville, Inc. pursuant to the agreement of March 8, 1972. We believe that, regardless of which corporate entity is responsible for payment, the royalty is a debt due the United States and must be paid. Accordingly, we recommend that an additional demand for payment be made on Summitville, Inc. As to which of these companies actually is liable, as between themselves, we can leave to them to work out.

C. Brewster Chapman Jr.

C. Brewster Chapman, Jr.
Associate Solicitor
General Legal Services

United States Department of the Interior

IN REPLY REFER TO:

OFFICE OF THE SOLICITOR

Room 4127
Federal Building - U. S. Courthouse
300 Booth Street
Reno, Nevada
89502

INTERIOR DEPT.
MAR 7 1973
SOLICITOR

75695
3144

Air Mail

March 5, 1973

Memorandum

To: C. Brewster Chapman, Jr., Associate Solicitor, General Legal Services, Washington, D. C.

From: Otto Aho
Field Solicitor, Reno

Subject: Indebtedness of W. S. Moore Company to U. S. Geological Survey, Mineral Exploration Contract 2189 (OME-6344)

As you requested, I contacted Irving F. Moore, President of the W. S. Moore Company, regarding the subject indebtedness. Mr. Moore stated that Mr. Kirkemo's letter of December 5, 1972, demanding payment, had not been ignored. He had referred the letter to his attorneys and that he had requested and expected them to make a full reply thereto. For some unknown reason, the attorneys failed to make the requested reply. Mr. Moore did not reply to the letter himself because he had been advised by his attorneys to make no statements regarding the indebtedness, neither to admit nor to deny the indebtedness. Mr. Moore continues to follow that advice and would make no statements to me on the indebtedness. However, Mr. Moore has contacted his attorneys,

H. 29 Sept. 1964
from Melbye
req. permission to
drill hole T-4.

(Indebtedness of W. S. Moore Company, etc., continued)

who are not located in Reno, and they will send to me now a preliminary reply, at least, to the letter. Further, they will come to Reno and meet with me on March 27 for a thorough discussion on the indebtedness.

cc: Harold Kirkemo
Chief, Office of Minerals Exploration
Geological Survey
U. S. Department of the Interior
Washington, D. C.

Certified Mail
Return receipt requested

DRAFT

Mr. Martin:hm 4-17-73

Re: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mine — Rio Grande County, Colorado
Contract 2189

Gentlemen:

Enclosed herewith is a copy of a letter dated April 5, 1973, from Mr. Dexter A. Larsen of the firm of Fryberger, Buchanan, Smith, Sanford and Frederick, Duluth, Minnesota, who represents Wheeler Properties, Inc., and Irving F. Moore and Warren Moore, as individuals.

As you will note from Mr. Larsen's letter it is Mr. Moore's contention that by agreement of the parties W. S. Moore Co. was merged into Summitville and that the liability for any royalty on production due the Government lies with Summitville, Inc. the successor of W. S. Moore Company by merger. This office is not prepared to attempt to unravel the complexities of the various legal documents involved in this case in order to determine what entity is obligated to pay the United States its royalty on production from the Summitville Mine. Furthermore, the Office of the Solicitor has advised us that the only reasonable procedure now may be to refer the matter to the Department of Justice for appropriate action. However, before taking that step the legal department has agreed that in the light of the allegations in Mr. Larsen's letter concerning the legal liability for payment of the Government's royalty, Polaris Resources, Inc., Summitville, Inc., and Trebilcock Mining, Inc. should be given an opportunity to respond to those allegations. Therefore, the purpose of this letter is to request your comments within 15 days from receipt of this letter.

Sincerely yours,
Chief, Office of Minerals Exploration

Hildebrand
Larsen ?
Aho

Advisory

Return receipt from
Larsen & Moore?

DRAFT

Mr. Dexter A. Larsen ~~Irving F. Moore~~
~~President~~
~~W. S. Moore Co.~~
~~Suite 203~~ ~~575 Forest Street~~
~~Reno, Nevada 89502~~

Re: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mine
Rio Grande County, Colorado
Contract 2189

Dear Mr. ~~Moore:~~ Larsen:

This refers to ~~the~~ your letter of April 6, 1973, to ~~this office~~ Mr. Otto Aho, Field Solicitor, U.S. Department of the Interior, Reno, Nevada, ~~from Mr. Dexter A. Larsen, attorney,~~ regarding responsibility for payment of royalty to the Government on production of gold, silver, and copper in 1971 and 1972 from the Summitville mine. ~~Mr.~~ You Larsen contend~~s~~ that there is no liability to pay royalties to the Government under OME-6344 (Contract 2189) because the contract applies only to gold and silver and not to other minerals, and that if there is any such liability it lies with parties other than Wheeler Properties, Inc.

We have reexamined all of the facts, contentions, and views in this matter, obtained legal advi~~s~~ce, and conclude for the second time that royalties are due the Government in the amount of $11,242.47, plus simple interest at the annual rate of 6-½ percent from the dates of the respective smelter payments to W. S. Moore Co. Regardless of which corporate entity is responsible for payment, whether W. S. Moore Co., Summitville, Inc., or any of the others listed at the end of this letter, the debt is due the United States and must be paid. If payment in full or satisfactory arrangement for full payment is not forthcoming within 30 days from receipt of this letter, the case will

be referred to the Department of Justice for collection.

We did not refer the case to the Department of Justice within 30 days of our demand to Irving F. Moore. you dated December 5, 1972, because of postal delivery problems and the subsequent contentions offered by you and Mr. Moore. Larsen. The following additional statement bearing on this contract responds to these contentions and reaffirms the rights of the Government to the royalties in question.

The findings on the OME contract were the basis for issuing a certification of possible production on February 6, 1968, but these are not the controlling or determinative factors for establishing the Government's right to a royalty on production. That right is determined by the provisions of law, the regulations of the OME program as set forth in Title-30, Part 229, Regulations, and the provisions of the OME contract, all of which were known to and accepted by the Operator prior to execution of the contract.

Section 1 of the Act of August 21, 1958, Public Law 85-701, directs the Secretary of the Interior to establish and maintain an exploration program "for such minerals, excluding organic fuels, as he shall from time to time designate." Accordingly, the Office of Minerals Exploration may not legally enter into an OME contract if the primary purpose of the project is to explore for deposits of a mineral or minerals not designated by the Secretary as an eligible mineral.

An applicant for OME assistance determines what minerals are eligible for OME participation, and submits evidence that one or more of these constitute the major value of the deposit in the proposed exploration target

area. Other minerals very likely are present in the same deposit and all contribute to the total value. If the application is approved, the contract shows on the front page of the printed form, the mineral or minerals which qualified the project for Federal assistance under the current list of eligible minerals. The possible presence of other minerals and their contribution to the total value is referred to in the provision, Article 7(b), for royalty payments which provides that the Operator whether or not the producer "shall pay to the Government a royalty on all minerals and metals mined or produced from the land" covered by the contract.

In the event an exploration project discloses that mineral production from the area covered by the contract may be possible, a certification to that effect is issued. The certification and the Government's corresponding right to a royalty on production are not limited to those instances in which the mineral deposit discovered is precisely the mineral or minerals designated as the minerals eligible for Federal assistance.

Such an interpretation would ignore the scientific fact that minerals seldom are deposited in a pure form but most often occur in association with other minerals. Moreover, it would require the conclusion that the Congress intended in the Act to impose a requirement that the Government correctly guess what mineral might be produced from the project, and that the right to royalty is to be denied the Government if it were mistaken and the mineral actually produced was one not stated in the contract as the target mineral.

The statutory provisions, regulations of the OME program, and the provisions of the OME contract all support the conclusion that royalty is due the Government from the gold, silver, and copper produced and sold from the

Summitville property.

The Operator's monthly reports and correspondence present definite geological evidence that new discoveries of copper-silver ore were made by the project work. As a matter of fact, a request to terminate the contract was based on the discovery by OME drilling of substantial quantities of copper-silver ore which would justify commencement of mining.

Mr. Moore [You] reported in his [your] letter of October 13, 1972, to this office that "According to my calculations, the amount due the federal government is $8,961.10" and, further, "whether or not additional shipments were made I do not know." His [Your] calculations of royalty due were based on the value of the copper content of the bulk concentrates as well as the value of the gold and silver content.

Mr. Moore's [Your] compilation of Summitville Smelter returns included 12 shipments received by the American Smelting and Refining Company's Tacoma Smelter from W. S. Moore Company in the period between June 10 and December 22, 1971. Three additional shipments were received -- Smelter Lot 29, received January 6, 1972, Smelter Lot 136 received January 21, 1972, and Smelter Lot 425 received February 24, 1972. Our records of the 15 shipments and claim for total royalty due are based on copies of individual Statement of Settlement sheets. These were furnished by ASARCO at our request since W. S. Moore Co. failed to give notice to the purchaser of the Governments' claim to royalty, and to furnish to the Government copies of the settlement sheets. [Both actions were] as required under Article 7(f) of the contract.

Subsequent to these 15 shipments of concentrates, management of the Summitville mine was transferred on March 8, 1972, to Summitville, Inc., from W. S. Moore Co., Polaris Resources, Inc., Trebilcock Mining, Inc. and Summitville Inc. Two shipments of bulk concentrates were received March 30 and May 25, 1973 at the smelter from Summitville Inc., for which Settlement Sheets and royalty payment in full were received by the Government.

In further violation of the contract, specifically Article 2(c), and the Certification of Possible Production, issued February 6, 1968, W. S. Moore Co. failed to furnish to the Government two copies of the instruments transferring, surrendering, or encumbering any of the rights preserving the Governments' royalty rights. Some of These were obtained at considerable cost to the Government from the County Clerk and Recorder of Rio Grande County, Colorado. We still lack a document purportedly executed in the latter half of November 1971 whereby DLJ Natural Resources, Inc., Trebilcock Mining, Inc., and Polaris Resources, Inc., took over active management of the Summitville mine, replacing W. S. Moore Co. We do have documentation that W. S. Moore Co. was replaced as manager on March 8, 1972, by Summitville, Inc. There is no reference in the document of March 8, 1972, to DLJ Natural Resources, Inc., or to a transfer of managers in November 1971.

We are not attempting to determine which corporate entity or entities are responsible for payment of the royalty due the Government. That decision must be made by the companies concerned with the operation of the Summitville mine from June 1971 to March 8, 1972. In the event settlement is not made in response to this demand, all legal documents and records in our possession will be transferred to the Department of Justice for use in whatever proceedings are undertaken.

We hope that such action will not be necessary.

Sincerely yours,

Harold Kirkemo

I. F. Moore
W. S. Moore Co.
Dexter A. Larsen
Summitville Inc.
Polaris Resources, Inc.
Trebilcock Mining, Inc.
DLJ Natural Resources, Inc.
c/o Summitville, Inc.

U. S. v. Robert Friedland

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Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
11/24/64	Operator's Monthly Voucher & Progress Report for month of October 1964 (report)	description of exploration work, costs	6	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	CBI	
11/64	Geologic Assay Log, Hole T-4 (map)	map of assays, N 60°E looking NW	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0001; 2 copies in this file
10/24/64	Operator's Monthly Voucher & Progress Report for month of September 1964 (report)	report of costs and operations for Stages I and II	13	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	CBI	contains one additional page than copy in file BOMSPOK 0001
9/64	Geologic Assay Log, Hole T-1 & T-3 (map)	shows section looking north along coord. 7100N	1	unspecified, unspecified	Charles E. Melbey [sic], Geologic Engineer, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0001; 2 copies in this file
10/64	Geologic Assay Log, Holes GD-3 & SD-1 (map)	shows section looking west along coord. 12,200N	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0001; 2 copies in this file
2/64	Hidden Vein Vertical Long Section (map)	shows looking S 30° W, OME Stage I bulldozer cuts	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0001; 3 copies in this file

U. S. v. Robert Friedland

Privilege Log BOMSPOK 0002-- Page 2 of 6

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
9/64	Geologic Map, South Tewksbury Area (map)	shows location of quarry, vein	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0001; 2 copies in this file
9/21/64	Operator's Monthly Voucher & Progress Report for month of August 1964 (report)	report of completed work, costs	10	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	CBI	copy of same document in file BOMSPOK 0001
8/20/64	Operator's Monthly Voucher & Progress Report for month of June-July 1964 (report)	report of completed work, costs	10	unspecified, DOI Office of Minerals Exploration	Warren S. Moore, W.S. Moore Co.	none	CBI	copy of same document in file BOMSPOK 0001
8/64	Geologic Assay Log, Hole T-1 (map)	shows section looking north	1	unspecified, unspecified	unspecified, W.S. Moore Co.	none	CBI	copy of same document in file BOMSPOK 0001
7/64	Annie Vein Dozer Cuts, Copper Hill Knob (map)	shows veins, cuts	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	CBI	2 copies in this file
2/64	Geologic Map, Tewksbury Pipe (map)	shows proposed OME drilling, veins	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0001
2/64	Geologic Map, Copper Hill Knob Area (map)	shows contours, veins, proposed drill holes	1	unspecified, unspecified	Charles E. Melbye, Geological Engineer, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0001
3/64	Geologic Map, Esmond-Pickens Cross-Vein Area (map)	shows contours, veins, proposed cuts	1	unspecified, unspecified	Charles E. Melbye, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0001

U. S. v. Robert Friedland

Privilege Log BOMSPOK 0002-- Page 3 of 6

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
not dated	Surface Sketch Map, Dexter Vein (map)	shows proposed drilling	1	unspecified, unspecified	unspecified, W.S. Moore Co.	none	CBI	copy of same map in file BOMSPOK 0001
not dated	Exploration Contract, W.S. Moore Co., OME-6344, Exhibit A (contract exhibit)	description of work and costs	7	unspecified, DOI Office of Minerals Exploration [?]	unspecified, W.S. Moore Co.	none	CBI	copy of same document in file BOMSPOK 0001
not dated	Copy of General [land?] Office Map [of?] Summitville [Area] (map)	map of patented claims in Summitville area	1	unspecified, unspecified	unspecified, unspecified	none	CBI	some words on map are cut off, may have modification from GLO map; copy of what appears to be same map in file BOMSPOK 0001
~~not dated~~	~~Map Showing Fractional Areas Held by Unpatented Locations, Summitville Mine (map)~~RELEASED	~~shows Summitville unpatented claims~~	~~1~~	~~unspecified, unspecified~~	~~unspecified, unspecified~~	~~none~~	~~CBI~~	~~copy of same map in file BOMSPOK 0001~~
not dated	Notes (notes)	chronology of items in the file	3	unspecified, unspecified	unspecified, DOI Office of Minerals Exploration [?]	none	CBI	Privilege asserted for page 2 only
not dated	Summitville Smelter Returns, 1971 Production (spreadsheet)	description of production, net smelter returns	2	unspecified, unspecified	unspecified, unspecified	none	CBI	

U. S. v. Robert Friedland

Privilege Log BOMSPOK 0002-- Page 4 of 6

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
5/22/73	Memorandum (memo)	response to request for legal advice on requirement to pay royalty on certain production from Summitville	6	Chief, OME	C. Brewster Chapman, Jr., DOI Office of the Solicitor.	none	CBI	Privilege asserted for pgs 1,2, and 5 only (for both copies); copy of same document in file BOMSPOK 0001; 2 copies in this file
not dated	Background and Summary Information, W.S. Moore Co., Summitville Mine (notes)	background on history of OME contract, chronology of production	9	unspecified, unspecified	unspecified, unspecified	none	CBI	Privilege asserted for pgs 1-3 and 8 only
12/26/74	Memorandum (memorandum)	discussion of royalty due, description of exploration work	2	Chief, DOI Office of Minerals Exploration	J. William Hasler, Field Officer, DOI Office of Minerals Exploration	none	CBI	
12/6/73	Memorandum (memorandum)	discussion of maps, geology	2	Chief, DOI Office of Minerals Exploration	J. William Hasler, Field Officer, DOI Office of Minerals Exploration	none	CBI	
10/25/73	Memorandum (memorandum)	discussion of exploration work performed	4	Chief, DOI Office of Minerals Exploration	J. William Hasler, Field Officer, DOI Office of Minerals Exploration	none	CBI	
7/17/73	Memorandum (memorandum)	discussion of production information	4	Chief, DOI Office of Minerals Exploration	J. William Hasler, Field Officer, DOI Office of Minerals Exploration	none	CBI	
5/9/73	Memorandum (memorandum)	discussion of facts in letter to Field Solicitor	8	Chief, DOI Office of Minerals Exploration	J. William Hasler, Field Officer, DOI Office of Minerals Exploration	none	CBI	Privilege asserted for pgs 3-4 only
not dated	None (notes)	copy of adding machine tapes showing net smelter returns, royalties, production	1	unspecified, unspecified	unspecified, unspecified	none	CBI	

U. S. v. Robert Friedland

Privilege Log BOMSPOK 0002-- Page 5 of 6

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
10/17/72	OME 6344, Contract 2189 (letter)	copies of settlement sheets	16	unspecified, DOI U.S. Geological Survey	Ben R. Petrie, ASARCO	none	CBI	
not dated	Summitville Smelter Returns, 1971 Production (spreadsheet)	handwritten spreadsheet showing production, smelter returns	1	unspecified, unspecified	unspecified, unspecified	none	CBI	
10/11/72	Memorandum (memorandum)	production figures from Summitville	2	Chief, DOI Office of Minerals Exploration	J. William Hasler, Field Officer, DOI Office of Minerals Exploration	none	CBI	
not dated	Summary--Gross metal [unreadable] from smelter settlement sheets--Summitville Mine (before deductions) (notes)	handwritten notes showing production	2	unspecified, unspecified	unspecified, DOI Office of Minerals Exploration	none	CBI	
7/28/72	Letter (letter)	discussion of production, royalty due	2	R.A. Hildebrand, Polaris Resources Inc. & Summitville Inc.	Harold Kirkemo, Chief, DOI Office of Minerals Exploration	Irving S. Moore, W.S. Moore Co. William Trebilcock, Trebilcock Mining Director's reading file Mineral Resources OME reading file Region III Mr. Kirkemo	CBI	
7/14/72	Statement of Settlement, Summitville Inc. (settlement sheets)	description of production, returns, costs	6	unspecified, Summitville Inc.	unspecified, Tacoma Smelter	none	CBI	

U. S. v. Robert Friedland

Privilege Log BOMSPOK 0002-- Page 6 of 6

Date	Document Title (type)	Description	# Pg	Addressee + Addressee's Organization	Author + Author's Organization	CC/BCC	Privilege	Comment
7/21/72	Letter (letter)	discussion of royalty due	2	Chief, DOI Office of Minerals Exploration	J. William Hasler, DOI Office of Minerals Exploration	none	CBI	
6/4/71	Memorandum (memorandum/report)	final field report for OME-6344	6	Chief, DOI Office of Minerals Exploration	William L. Emerick, Assistant Chief, DOI Office of Minerals Exploration	none	CBI	
1/18/68	Letter (letter)	final report of work under exploration contract	15	Frank E. Johnson, Chief, DOI Office of Minerals Exploration	J.M. Madsen, W.S. Moore Co.	none	CBI	
various 8/64-9/65	Geologic Assay Log (maps)	assay logs for holes GH-1, GD-1, GSA-1, GSA-2	4	unspecified, unspecified	Charles E. Melbye, W.S. Moore Co.	none	CBI	
8/64	Esmond-Pickens Dozer Cuts (map)	location of vein, cuts	1	unspecified, unspecified	Charles E. Melbye, W.S. Moore Co.	none	CBI	
1/65	Geochemical Map, North Annie Vein Area (map)	map of North Annie vein	1	unspecified, unspecified	Charles Melbye, Geological Engineer, W.S. Moore Co., Summitville Mines	none	CBI	copy of same map in file BOMSPOK 0001
8/64	Geologic Assay Log, Hole T-2 (map)	description of vein, assays	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	CBI	
12/64	Longitudinal Section, North Dexter Vein (map)	description of vein	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	CBI	
2/64	Dexter Vein, Vertical Long Section (map)	description of exploration work, looking N	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	CBI	
12/64	Longitudinal Section, Tewksbury Vein (map)	description of vein, workings	1	unspecified, unspecified	Charles E. Melbye, Geologic Engineer, W.S. Moore Co.	none	CBI	

See Folder No. 1A for Correspondence

from December to .

Ltr. of 24 May 1967
re intention to terminate
OMC-6344 and to
"commence mining where
drilling has shown up
substantial quantities
of copper-silver &
delay further exploration
in suspected silver
areas until a later date."

OFFICIAL FILE CO

Date	Surname	Co
10/24/67	rmSmith	120
10/24/67	[illegible]	120
		110
10/24	Col	220
10/25	[illegible]	120M

W. S. Moore Co.
400 Torrey Building
Duluth, Minnesota 55802

OCT 24 1967

Re: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mine
Rio Grande County, Colorado
Contract 2189

Gentlemen:

We have not received your Operator's Final Report on the work done and costs incurred under the referenced contract. Will you please furnish three copies of such a report as promptly as possible.

We will appreciate also a summary of the status of operations and of any production since the contract was terminated July 3, 1967, but if this information has been or will be furnished on MME Form 63 relating to DMEA-4643 (Contract Idm-E1107) mailed to you October 2, it need not be repeated.

Sincerely yours,

FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

cc: Director's Reading File
Division File
Economic Geology File
OME File
OME Reading File
OME Region III
Mr. Smith
130

RMSmith/gla 10-24-67

MME Form 7
(2/63)

OFFICIAL FILE CO

Date	Surname	Co
7/18/67	RM Smith	120
7/17/67	Kirkamo	120
		110
7/19	Coe	220
		120M

AIRMAIL

W. S. Moore Co.
400 Torrey Building
Duluth, Minnesota 55802

Re: OME-6344 (Gold-Silver)
W. S. Moore Co.
Duluth, Minntesota
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Gentlemen:

Enclosed is the signed Operator's copy of the Termination Agreement to the referenced contract which we are returning.

Your attention is invited to Item 3 of the agreement which requires the Operator to furnish a final report on work done under the contract.

Sincerely yours,

FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

Enclosure

cc: Director's Reading File
Division File
Econ. Geol. file
OME Docket
OME Region III
OME Reading File
Mr. Smith

RMSmith/gla 7-18-67

23263

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER, COLORADO 80225
Office of Minerals Exploration

July 14, 1967

Memorandum

To: Chief, OME

From: Field Officer, Region III

Subject: OME-6344 (Gold-Silver)
W. S. Moore Company
Duluth, Minnesota
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Enclosed herewith are the original and two copies of the Termination Agreement which have been signed by the Operator and the Government.

J. William Hasler
Field Officer, Region III
Office of Minerals Exploration

Enclosures

WARREN S. MOORE, PRESIDENT
V. G. ETEM, GENERAL MANAGER
J. M. MADSEN, SECRETARY

TELEPHONE: DULUTH - 727-5068

W. S. MOORE CO.
IRON ORE MINING AND CONTRACTING
400 TORREY BUILDING
DULUTH, MINNESOTA 55802

Re: OME-6344 (Gold Silver)
W. S. Moore Co.
Duluth, Minnesota
Summitville Mines
Rio Grande County, Colorado
Contract 2189.

July 10, 1967

Mr. J. William Hasler
Field Officer, Region III
Office of Minerals Exploration
United States Department of the Interior
Federal Center,
Denver, Colorado 80225.

Dear Sir:

Enclosed herewith are four copies of the proposed termination agreement, as requested in your letter of July 7, 1967.

Very truly yours,

Warren S. Moore

WARREN S. MOORE
r
encls.
cc: V. George Etem

OME Region III
RECEIVED
JUL 13 1967
Denver, Colorado

Office of Minerals Exploration

July 7, 1967

OFFICIAL COPY
O. M. E.
JUL 20 1967
120M
110
RMO 1205

Mr. W. S. Moore, President
W. S. Moore Company
Torrey Building
314 W. Superior
Duluth, Minnesota 55802

Reference: OME-6344 (Gold-Silver)
W. S. Moore Company
Duluth, Minnesota
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Dear Mr. Moore:

Enclosed are the original and 3 copies of the proposed termination agreement, signed for the government.

If the proposed agreement is satisfactory to you, all four copies should be signed by you and returned to this office.

If any part of the proposed agreement does not have your approval, the original and all copies are to be returned to this office together with the proposed changes for consideration.

Sincerely yours,

J. William Hasler

J. William Hasler
Field Officer, Region III
Office of Minerals Exploration

Enclosures

cc: Chief, OME
OME chron
Hasler chron
2189

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
6/14/67	RM Smith	120
6/20/67	Kirkemo	120
6/27	Johnson	110
7/3	Moore	220
7/3	Hagen	
		110
7/5	CAC	220

120M

AIRMAIL

JUL 3 1967

Memorandum

To: Field Officer, Region III

From: Chief, Office of Minerals Exploration

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Duluth, Minnesota
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Enclosed are the original and three copies of a proposed Termination Agreement, signed for the Government. Also enclosed is an extra copy for field use.

If the proposed agreement is satisfactory to you and the Operator, all four copies should be signed by the Operator. Thereafter, please distribute the copies in the usual manner.

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

FRANK E. JOHNSON (gla)

Frank E. Johnson

Enclosures

cc: Director's Reading File
Division File
Economic Geology File
OME Docket
OME Reading File
Mr. Smith
130

RMSmith/gla 6-14-67

23263

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER, COLORADO 80225
Office of Minerals Exploration

June 26, 1967

Memorandum

To: Chief, OME

From: Field Officer, Region III

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mine
Rio Grande County, Colorado
Contract 2189

The purpose of the contract was to explore for Gold and Silver in veins and locally mineralized wall rocks in areas of quartz latite porphyry believed to contain significant mineralization.

The contract, as amended, provides for a total estimated cost of the project amounting to $81,440.00 with the Government's 50 percent participation being $40,720.00. A Review of Contract issued November 1966 disclosed that the Operator has claimed costs aggregating $27,579.07 and has been reimbursed $13,789.53 representing the Government's 50 percent participation for work performed through September 1965. There have been no additional costs incurred under the contract since September 1965.

A cursory review of the contract work to date showed that the bulldozer work resulted in the discovery of low gold and silver values on the Annie vein however four holes on the Tewksbury vein penetrated oxidized vein material ranging from 3.4 feet wide to as much as 35 feet wide, with a gross value of ore ranging from $12.00 per ton to as much as $34.07 per ton, and may average $19.94 per ton.

In a letter dated March 30, 1966 the operator's geologist requested additional drilling, designed to replace Stage II work not considered advisable under Stage II on the Hidden Vein, Annie Vein, Dexter Vein and the Esmond Pickens cross-vein subproject. In support of the request for additional drilling the operator cited the results obtained from drilling on the Tewksbury subproject and the Annie Vein subproject which are as follows:

Results to date, of exploration work under the subject contract, indicate that drill holes T-1, T-2, T-3 and T-4 on the Tewksbury subproject penetrated vein material averaging 13.31 wide that assayed 0.25 oz gold and 7.0 oz. silver per ton for an estimated gross value of $17.80, exclusive of the 3.4 feet of copper values that assayed 2.93% copper in hole T-4. The operator, on a straight arithmetic average of 67 samples from the Annie Vein subproject shows 0.23 oz. gold and 0.53 oz. silver per ton for a gross value of $8.28 per ton. Width of possible ore grade material appears to average 60 feet with an 800 foot strike length, from a point north of the Ida shaft to the Winchester adit. Total tonnage of this block is 400,000 tons, and assuming the old stopes were mined 5 feet wide for 600 feet in length, remaining tonnages would be about 375,000 tons to each 100 foot of depth. It is upon this potential that the request was made for an amendment to complete additional drilling to explore the wall rock or alteration envelope near the veins. There appears to have been a sufficient enough discovery of gold and silver as a result of the current project even though some material is marginal in grade to certify a discovery. It is therefore recommended that the project be certified and that steps to terminate the contract be made with this in mind. It is recommended that $300.00 be withheld pending receipt of the Operator's final geologic report.

J. William Hasler

J. William Hasler,
Field Officer, Region III
Office of Minerals Exploration

To Legal 6/26

RMS ~~120~~
HK ~~120~~
Jef ~~110~~

DRAFT 6/23/67
RMSmith/gla

120M

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

TERMINATION AGREEMENT

It is agreed this _____ day of _____, 1967, between the United States of America, acting through the Department of the Interior, U. S. Geological Survey, hereinafter called the "Government," and W. S. Moore Co., hereinafter called the "Operator," parties to that certain Exploration Contract No. 2189 (OME-6344), dated May 22, 1964, as amended, hereinafter called the "Contract," that:

1. Effective May 24, 1967, 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 allowable costs incurred prior to said effective date.

3. The Operator shall promptly perform all winding-up and settlement actions provided for in the Contract, including furnishing to the Government three copies of a final report (in addition to the final monthly report) which shall include a geological and engineering evaluation of the results of the work performed under the Contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the related costs thereof.

4. The Operator, as principal if the Operator is the producer, or as surety if the Operator is not the producer (for example, if the

FORM 6 REFERENCE SLIP

REV. 2-59 OFFICE OF MINERALS EXPLORATION

	DATE	INITIALS
TO: ~~Assoc. Sol. - MR, Rm. 6354~~ ~~Through Room 6942~~		
1.		
2. Mr. Smith, Rm. 4459		
3.		
4.		
5.		
FROM: Chief, OME		

FOR: Check items for action desired

____ Action ____ Reply for signature of _____

____ Approval ____ Investigate ____ Surname

____ Comment ____ Recommendations ____ Signature

____ Conference ____ Rewrite ____ File

____ Instructions ____ Your information 3197

REMARKS INTERIOR DEPT. K-66-2141.11

JUN 26 1967

SOLICITOR

RECEIVED

JUN 27 1967

Division of Mineral Resources and Generral Legal Services

INT.-DUP. SEC., WASH., D.C. M56300-62

Operator either transfers or fails to retain its interest in the land), shall pay to the Government the royalty on production provided for in the Contract in the same manner and amount, for the same period, and subject to the same conditions provided for in the Contract, as amended, as if certification of possible production had been made, such certification being hereby waived by the Operator. In addition, all rights of the Government provided for in the Contract with respect to certification of possible production, percentage royalty and liens to secure payment thereof, reports (including preservation of Operator's records), accounts, audits, and the right to recover any overpayments are hereby preserved.

5. 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_____
Chief, Office of Minerals Exploration
U. S. Geological Survey

W. S. MOORE CO.

By_____

Title_____

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER, COLORADO 80225

Office of Minerals Exploration

OFFICIAL COPY
O. M. E.
RECEIVED
JUN 19 1967

INITIALS	CODE
	120
JG	110
RMS	120S

June 16, 1967

Memorandum

To: Chief, OME

From: Field Officer, Region III

Subject: OME-6344 (Gold-Silver)
Summitville Mines
Rio Grande County, Colorado
Contract 2189

In a memorandum dated May 26, 1967, I transmitted a copy of a letter from W. S. Moore Company concerning the subject contract in which they requested termination of the subject contract. It is therefore recommended that the necessary steps be taken to terminate the contract by requesting the operator to submit his final report covering the costs, geology and ore reserves discovered, if any, under the exploration program.

J. William Hasler
J. William Hasler
Field Officer, Region III
Office of Minerals Exploration

Add royalty agreement to Termination?
Yes — Discovery described in Operator's letter of 3/30/66
Field Officer will recommend certification.
But — Discovery is limited to indicated blocks (25' diam)
- around each of 4 holes.
i.e. - may be too small to certify.
Final reports & ore reserve est. not yet available.

DRAFT 6/9/67
RMSmith/gla

to Legal 6/12

120 RMS
120 HR
~~110~~ 78
120M

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

TERMINATION AGREEMENT

It is agreed this _____ day of _____, 1967, between the United States of America, acting through the Department of the Interior, U. S. Geological Survey, hereinafter called the "Government," and W. S. Moore Co., hereinafter called the "Operator," parties to that certain Exploration Contract No. 2189 (OME-6344), dated May 22, 1964, as amended, hereinafter called the "Contract," that:

1. Effective May 24, 1967, 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 allowable costs incurred prior to said effective date.

3. The Operator shall promptly perform all winding-up and settlement actions provided for in the Contract, including furnishing to the Government three copies of a final report (in addition to the final monthly report) which shall include a geological and engineering evaluation of the results of the work performed under the Contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the related costs thereof.

replaced by Draft 6/23/67

4. All rights of the Government respecting certification of possible production, percentage royalty and liens to secure the payment thereof, reports (including preservation of the Operator's records), accounts, audits, and the right to recover any overpayment are hereby preserved.

5. 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_____
Chief, Office of Minerals Exploration
U. S. Geological Survey

W. S. MOORE CO.

By_____

Title_____

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER, COLORADO 80225
Office of Minerals Exploration

May 26, 1967

MAY 29 1967

gla 120 M
RMS 120 S

Memorandum

To: Chief, OME

From: Field Officer, Region III

Subject: OME-6344 (Gold-silver)
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Transmitted herewith, in response to our letter of May 8, 1967, is a copy of a notice of W. S. Moore Company's intention to terminate the subject contract.

J. William Hasler
J. William Hasler, me.
Field Officer, Region III
Office of Minerals Exploration

FORM 6 REFERENCE SLIP

REV. 2 OFFICE OF MINERALS EXPLORATION

TO:	DATE	INITIALS
1. Assoc. Sol.--MR, Rm. 6554 ~~Through Room 6042~~		
2. Mr. Smith, Rm. 4459		
3.		
4.		
5.		

FROM: Chief, OME

FROM: SOLICITOR

JUN 14 1967

FOR SIGNATURE

FOR: Check items for action desired

____ Action ____ Reply for signature of ____

____ Approval ____ Investigate ____ Surname

____ Comment ____ Recommendations ____ Signature

____ Conference ____ Rewrite ____ File

____ Instructions ____ Your information

REMARKS:

INTERIOR DEPT.
JUN 13 1967
SOLICITOR

3192

E-65-2038.11

RECEIVED
JUN 13 1967
Division of Mineral Resources
and General Legal Services

P. SEC., WASH., D.C. M56300-62

WARREN S. MOORE, PRESIDENT
V. G. ETEM, GENERAL MANAGER
J. M. MADSEN, SECRETARY

TELEPHONE: DULUTH - 727-5068

W. S. MOORE CO.
IRON ORE MINING AND CONTRACTING
400 TORREY BUILDING
DULUTH, MINNESOTA 55802

OME Region III
RECEIVED
MAY 26 1967
Denver, Colorado

May 24, 1967

Mr. J. William Hasler,
Field Officer, Region III,
Office of Minerals Exploration
U.S.Dept. of the Interior- Geological Survey
Federal Center
Denver, Colorado 50225

Re: Docket OME-6344 (Gold-silver)
Summitville Mines
Rio Grande County, Colorado
Contract 2189.

Dear Mr. Hasler:

In response to your letter of May 8, 1967, this is notice of our intention to terminate the subject contract.

While there are areas, at Summitville, as yet unexplored that might well qualify for an additional loan, our current thinking is to commence mining where drilling has shown up substantial quantities of copper-silver and delay further exploration in suspected silver areas until a later date.

We wish to thank you for your wholehearted cooperation and favorable consideration of previous applications.

Very truly yours,

Warren S. Moore

WARREN S. MOORE
r

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
5/15/67	Kirkemo	

MAY 15 1967

Memorandum

To: Chief, Branch of Budget and Finance

From: Chief, Office of Minerals Exploration

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Enclosed is a copy of a letter dated May 8, 1967, from the Field Officer, Region III, transmitting to the Operator a copy of the Review of Contract issued in November 1966, on the subject contract. A copy of said review also is enclosed.

FRANK E. JOHNSON

Frank E. Johnson

Enclosures
cc: Director's Reading File
Division File
Econ. Geol. File
✓OME Docket
OME Reading File
Region III

MMerrithew/mm (5/15/67)

23263

Office of Minerals Exploration

May 8, 1967

Mr. W. S. Moore Co.
400 Torrey Building
Duluth, Minnesota 55802

Re: Docket OME-6344 (Gold-Silver)
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Dear Mr. Moore:

Enclosed is a copy of a Review of Contract 2189 issued in November, 1966.

I have reviewed the report and concur in the facts stated herein. We hope to hear from you in the very near future concerning your intentions relative to either continuance or request of termination of the subject contract.

Sincerely yours,

J. William Hasler

J. William Hasler,
Field Officer, Region III
Office of Minerals Exploration

cc: Chief, OME (2)
Hasler chron
OME chron
2189

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER, COLORADO 80225
Office of Minerals Exploration

OFFICIAL COPY
MAR 30 1967

March 27, 1967

Memorandum

To: Chief, OME

From: Field Officer, Region III

Subject: OME-6344
W. S. Moore
Summitville Mine
Rio Grande County, Colorado
Contract 2189

Mr. Walter Tyler, consulting geologist of Lakewood, Colorado called my residence Saturday evening March 25th to inform me that W. S. Moore of the subject operator will likely take steps to terminate the current OME contract.

Mr. Tyler has replaced Mr. Charles Melbye as consulting geologist to the W. S. Moore Company on their Summittville project.

J. William Hasler
J. William Hasler,
Field Officer, Region III
Office of Minerals Exploration

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
1/4/67	R.M. Smith	120
1/4/67	Kirkeno	120
"	Johnson	110
		220
	Long	140
		110
1/9	cac	220

120M

JAN 9 1967

Mr. Stuart S. Marvin
General Manager - Mining
Union Pacific Railroad Company
5480 Ferguson Drive
Los Angeles, California 90022

Re: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Dear Mr. Marvin:

Please refer to your letter of November 15, 1966, to Mr. J. W. Hasler requesting Government review and approval of a draft of a consent agreement between Union Pacific and W. S. Moore Company. In order to complete our review, Mr. Hasler requested and Mr. W. R. Norton furnished copies of the following two additional documents relating to the OME contract:

(1) Assignment of Leasehold, dated April 1, 1966, from W. S. Moore Co. to Union Pacific Railroad Company (Lease of February 1, 1956, between Reynolds Morse Corp. and B. T. Ponon, Lessors, and General Minerals Corp., Lessee).

(2) Operating Agreement, dated April 1, 1966, between Union Pacific Railroad Company and W. S. Moore Co. (Contractor).

RECEIVED
JAN 5 1967
Division of Mineral Resources
General Legal Services

All three documents have been reviewed by the Solicitor's office, Department of the Interior. We are satisfied that the consent agreement as drafted, with minor modifications indicated thereon in pencil, will upon execution preserve the liens in favor of the United States which exist by virtue of Contract Idm-E1107 (MMEA Docket 4643) and Contract 14-23-090-2189 (OME Docket 6344).

FROM SOLICITOR
JAN 9 1967
FOR SIGNATURE

However, a problem which prevents further exploration (authorized August 18, 1966, by Amendment No. 4) under the terms of OME Contract 2189 is created by the Assignment of Leasehold which conveys title to the claims comprising the Summitville mine to the Union Pacific. The problem arises because OME payments can be made only to the Operator,

23263

who must remain in possession of the land. There has been an assignment of the lease but no assignment of the contract. The contract does not follow along automatically with the land. There is the operating agreement between Union Pacific and Moore, but under it Moore is simply a contractor for Union Pacific.

The problem is further complicated by an OME requirement (30 CFR 301.6) relating to financial eligibility of an operator. Union Pacific is not eligible for Government assistance under this requirement. Therefore, OME payments could not be made to Union Pacific even if the contract were to be assigned.

It appears, therefore, that the only appropriate course of action remaining is to terminate the contract. A mutual termination agreement will be prepared upon receipt of the Operator's request.

Sincerely yours,

FRANK E. JOHNSON

(fh)

Frank E. Johnson
Chief, Office of
Minerals Exploration

Copy to: W. S. Moore Co.
400 Torrey Building
Duluth, Minnesota

cc: Director's Reading File
Division File
Economic Geology File
Docket OME-6344
Docket DMEA-4643
OME Reading File
OME Region III w/cy Robert W. Long's memo 12/13/66
Robert W. Long, Rm. 6554, Interior
Mr. Smith

RMSmith/gla 12-21-66
Rewritten: RMSmith/gla 1-4-67

However, the intentions of the parties are not clear on the point as to who is to be the Operator under Contract 2189, OME 6344. There has been an assignment of the lease but no assignment of the contract. The contract does not automatically follow along with the land. At this point the Government has a contract with W. S. Moore Company, but W. S. Moore no longer holds title to the land. There is the operating agreement between Union Pacific and Moore but under it Moore is simply a contractor for Union Pacific.

Further, in view of the requirement pertaining to funds in 30 CFR 301.6 we question whether this contract can be assigned to Union Pacific.

Robert W. Long

Robert W. Long
Assistant Solicitor
Oil and Gas and Minerals Exploration

Enclosures

FORM 6 REFERENCE SLIP

REV. 2- OFFICE OF MINERALS EXPLORATION

TO:	DATE	INITIALS
1. ~~Docket room 6042~~		
2. ~~Assoc. Sol. MR, Rm. 6554~~		
3. Mr. Selfridge, Rm. 4459		
4.		
5.		
FROM: George C. Selfridge		

FOR: Check items for action desired

____ Action ____ Reply for signature of ____

____ Approval ____ Investigate ____ Surname

____ Comment ____ Recommendations ____ Signature

____ Conference ____ Rewrite ____ File

____ Instructions ____ Your information

REMARKS:

FROM SOLICITOR E-65-2038, 11

Map will be attached in Division

MAY 7 1965

INTERIOR DEPT.

MAY 6 - 1965

SOLICITOR

FOR SIGNATURE

T.-DUP. SEC., WASH., D.C. M56300-62

MME FORM
REV. 2-5

REFERENCE SLIP

OFFICE OF MINERALS EXPLORATION

TO: Assoc. Sol.--MR, Rm. 6554

		DATE	INITIALS
1.	Through Room 6042		
2.	Mr. Kirkemo, Rm. 4459		
3.			
4.			
5.			

E-65-2038.1

INTERIOR DEPT.
AUG 9 1966
SOLICITOR

FROM: Chief, OME

FROM SOLICITOR
AUG 10 1966
FOR SIGNATURE

FOR: Check items for action desired

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

REMARKS:

Mr. McPhee

5371

RECEIVED
AUG 9 1966
Division of Mineral Resources
General Legal Service

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

M56300-62

IN REPLY REFER TO:
K-66-2141.11

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON, D.C. 20240

December 13, 1966

Memorandum

To: Chief, Office of Minerals Exploration

From: Assistant Solicitor, Oil and Gas and Minerals Exploration

Subject: OME-6344 (Gold-Silver)
W. S. Moore Company
Summitville Mines
Rio Grande County, Colorado
Contract 2189

On December 8, 1966 you transmitted the following documents and requested that you be advised as to their acceptability for the purposes of the contract:

(1) Assignment of Leasehold dated April 1, 1966 from W. S. Moore Company to Union Pacific Railroad Company (Lease of February 1, 1956 between Reynolds Morse Corp. and B. T. Poxon, Lessors and General Minerals Corp., Lessee)

(2) Operating Agreement dated April 1, 1966 between Union Pacific Railroad Company and W. S. Moore Company (Contractor) Expires July 1, 1967

We have reviewed the two documents and also the draft of a consent agreement between Union Pacific and W. S. Moore Company.

We are satisfied that the Assignment of Leasehold vested title to the claims comprising the Summitville mine in the Union Pacific Railroad Company and that the consent agreement as drafted, with the minor modifications indicated thereon in pencil, will upon execution preserve the liens in favor of the United States which exist by virtue of Contract IDM-E 1107 (DMEA Docket No. 4643) and Contract No. 14-23-090-2189 (OME Docket No. 6344).

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
12/8	RM Smith	120S
12/8/66	Shibano	120
		110
		220

DEC 8 1966

To: Mr. Robert W. Long, Assistant Solicitor - Room 6546

From: Chief, Office of Minerals Exploration

Subject: OME-6344 (Gold-Silver)
W. S. Moore Company
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Enclosed are:

1 - The Assignment of Leasehold from W. S. Moore Company to Union Pacific of the claims comprising the Summitville mine.

2 - The Operating Agreement between Union Pacific and W. S. Moore giving W. S. Moore Company the right to operate the Summitville mine.

Will you please review these documents and advise if they are acceptable for the purpose of our contract.

FRANK E. JOHNSON

Frank E. Johnson

Enclosures

cc: Director's reading file
Division file
Economic Geology file
OME file
OME reading file
OME Region III

RMSmith/bih 12/8/66

23263

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER, COLORADO 80225

Office of Minerals Exploration

OFFICIAL COPY
O. M. E.
RECEIVED
DEC 7 1966
MINERALS CODE
710 M
710
1208

December 6, 1966

Memorandum

To: Chief, OME

From: Field Officer, Region III

Subject: OME-6344 (Silver)
W. S. Moore Company
Summitville Mines
Rio Grande County, Colorado
Contract 2189

In reply to Mr. Roscoe Smith's telephone request November 29, 1966 to obtain instruments of assignment from W. S. Moore Company to Union Pacific, and a copy of the operating agreement between Union Pacific and W. S. Moore giving W. S. Moore the right to operate the Summitville mines, Mr. Stewart S. Merwin, General Manager, Mining, was contacted by telephone November 29, 1966, and the above information was requested.

The consulting geologist, Charles Melbye, was out of town and could not be contacted until December 5, 1966, consequently Mr. Merwin was contacted by me in order to expedite the matter. In response to Mr. Merwin pertaining to my request, Mr. William R. Morton, a General Attorney for Union Pacific, forwarded the requested documents which are enclosed:

1. The Assignment of Leasehold from W. S. Moore Company to Union Pacific of the claims comprising the Summitville Mine.

2. The Operating Agreement between Union Pacific and W. S. Moore giving W. S. Moore Company the right to operate the Summitville Mine

J. William Hosler

Enclosures

cc: Mr. S. S. Merwin
W. S. Moore Company
Charles Melbye

MARSHALL W. VORKINK
WM. IRL KENNEDY
GENERAL ATTORNEYS
WILLIAM R. MORTON
BYRON J. LAWLER
RALPH R. LEPERA
ATTORNEYS

685-4350
722-1200

December 1, 1966

Re: Contracts DMEA Docket No. 4643
and OME Docket No. 6344.

Mr. J. W. Hasler
Field Office, Region III
Office of Minerals, Exploration
U. S. Geological Survey
Denver Federal Center
Denver, Colorado 80225

Dear Mr. Hasler:

As per your request to Mr. Merwin of this company, I am enclosing two copies each of the following:

1. The Assignment from W. S. Moore Company to Union Pacific of the claims comprising the Summitville Mine.

2. The Operating Agreement between Union Pacific and W. S. Moore Company giving W. S. Moore Company the right to operate the Summitville Mine.

If you have any questions regarding these agreements, we will be happy to answer them.

Very truly yours,

William R. Morton

William R. Morton

WRM/rb

Enc.

cc: Mr. S. S. Merwin

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER, COLORADO 80225
Office of Minerals Exploration

November 21, 1966

Memorandum

To: Chief, OME

From: Field Officer, Region III

Subject: OME-6344 (Gold-Silver)
W. S. Moore
Rio Grande County,
Colorado
Contract No. 2189

Transmitted herewith is a copy of a suggested consent agreement which sets forth Union Pacific's and W. S. Moore Company's current obligations with the United States under DMEA Docket No. 4643 and OME Docket No. 6344.

It will be appreciated if you will advise Mr. Merwin and send copies of your correspondence to Field Officer, Region III.

J. William Hasler
J. William Hasler,
Field Officer, Region III
Office of Minerals Exploration

UNION PACIFIC RAILROAD COMPANY

NATURAL RESOURCES DIVISION

S. S. MERWIN
GENERAL MANAGER—MINING

J. A. MARSH
CHIEF GEOLOGIST

5480 FERGUSON DRIVE
LOS ANGELES, CALIF. 90022

November 15, 1966

Mr. J. W. Hasler
Field Office, Region III
Office of Minerals, Exploration
U. S. Geological Survey
Denver Federal Center
Denver, Colorado 80225

Dear Mr. Hasler:

Enclosed herewith are two copies of a suggested consent agreement which sets forth Union Pacific's and W. S. Moore Company's current obligations with the United States under DMEA Docket No. 4643 and OME Docket No. 6344.

I would appreciate your reviewing this document to determine if it is satisfactory to the United States government in setting forth the obligation under these two contracts.

If satisfactory, will you please so advise and we will sign the required number of copies and will forward them to you at an early date.

Yours very truly,

Stuart S. Merwin

Stuart S. Merwin

SSM:dm
cc: Mr. E. C. Renwick
Mr. Clayton Knowles
Mr. Warren Moore
Mr. Charles Melbye
Mr. Keith Jones

THIS AGREEMENT, made and entered into effective as of the first day of April, 1966, by and between W. S. MOORE CO., a Minnesota corporation (hereinafter called "Assignor") and UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called "Assignee").

W I T N E S S E T H:

RECITALS:

By an instrument entitled "Assignment of Leasehold" dated April 1, 1966 Assignor sold, transferred, set over, and assigned unto Assignee all of ~~Assignee's~~ ASSIGNOR'S interest in and to that certain Agreement of Lease (hereinafter referred to as the "Mining Lease") dated February 1, 1956 between The Reynolds-Morse Corporation and B. T. Poxson as Lessors and General Minerals Corporation as Lessee, covering certain patented and unpatented mining claims and other real property situate in the Summit Mining District, Rio Grande County, Colorado. Assignor's interest in said Mining Lease and in certain of the real property covered thereby was, as of the date of said assignment, subject to claims and liens in favor of the United States of America to secure repayment to the United States of certain cash advances made to Assignor or its predecessor in interest under contracts hereinafter described. The real property subject to the aforesaid contracts with the United States of America is described on Exhibit "A" attached hereto and hereby made a part hereof and is hereinafter referred to as the "Subject Lands".

Although the aforesaid Assignment of Leasehold did not include therein any reference to the above-mentioned claims and liens of the United States of America, nevertheless Assignor and Assignee acknowledge that such assignment was made and received with full knowledge of the existence of such claims and liens and that the Subject Lands were and are subject to such claims and liens. In order to set forth such understanding and obtain the approval of the United States, this agreement is made.

AGREEMENT:

NOW, THEREFORE, it is agreed as follows:

Section 1:

Insofar and only insofar as it covers or relates to the Subject Lands, that certain Assignment of Leasehold dated as of April 1, 1966, described in the Recitals hereof, shall be and the same is hereby amended and supplemented to reflect the fact that it was and is subject to the following claims and liens in favor of the United States of America:

(1) The lien of the United States resulting from DMEA Docket No. 4643, to secure repayment under the terms of Contract No. IDM-E1107 dated July 15, 1957, as amended and supplemented of the sum of $5,854.~~00~~ 78, and

5,854.78
Paid 48.14
5,806.64
still owing
RMS/11/23/66

(2) The lien of the United States, if any, resulting from OME Docket No. 6344, to secure repayment under the terms of Contract No. 14-23-090-2189 dated May 22, 1964, as amended and supplemented, of an amount up to the sum of ~~[$40,720.00.]~~ $40,840.00
RMS.

Section 2:

By their execution of this agreement, Assignor and Assignee acknowledge the validity and existence of the claims and liens of the United States hereinabove described in Section 1 of this agreement, and Assignee expressly acknowledges that it received the aforesaid Assignment of Leasehold subject to said claims and liens of the United States insofar as they attach to or affect the real property described on Exhibit "A" hereof.

Section 3:

The United States of America, acting by and through the Office of Minerals Exploration of the Department of the Interior, hereby gives its consent to the aforesaid Assignment of Leasehold.

Section 4:

As herein amended and supplemented, said Assignment of Leasehold dated April 1, 1966, shall remain in full force and effect and nothing herein contained shall be deemed to alter or otherwise affect the rights, duties, and obligations of the parties hereto in the Subject Lands whether arising by virtue of prior agreements or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate as of the date first hereinabove written.

Attest: W. S. MOORE CO.

_____ Secretary

By_____ President

Attest:

UNION PACIFIC RAILROAD COMPANY

_____
Assistant Secretary

By_____
Chief Executive Officer
Natural Resources Division

UNITED STATES OF AMERICA

By_____
Acting Director,
Office of Minerals Exploration

STATE OF _____)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1966, by _____ as President of W. S. MOORE CO., a corporation.

Witness my hand and official seal.

_____
Notary Public

My Commission expires _____.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1966, by Lee S. Osborne as Chief Executive Officer - Natural Resources Division of UNION PACIFIC RAILROAD COMPANY, a corporation.

Witness my hand and official seal.

_____
Notary Public

My Commission expires _____.

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

ANNEX I

The land referred to in Article 2 of the contract consists of 87 patented and unpatented claims and land parcels as listed below, with all rights pertaining thereto, in secs. 17, 29, and 30, T. 37 N., R. 4 E. New Mexico P.M., all in the Summit mining district, Rio Grande County, Colorado.

Patented Claims

Name	Survey No.
Golden Queen Lode	61
Little Annie	63
Del Norte	64
Margaretta Lode	65
Little Ida	67
San Juan Placer	68
North 800 ft. Little Jessie	71
Peterson Placer	74
Brandt Placer	75
Bobtail Lode	325
Oding Lode	475
Snow Bank Lode	604
Moltke Lode	607
Golconda Lode	319
Tunnel Lode	320
Boss Lode	321
Nick Lode	713
Game Cock Lode	716
Garfield Lode	910
Bay State Lode	896
Little Hattie Lode	977
Sheridan Lode	892
Columbia Lode	890
Home Stake Lode	898
Eureka Lode	889
Jubilee Lode	891
Parole Lode	[808] — 608
Pay Streak Lode	893
Logan Lode	897
Bayard Lode	894
Great Independence Lode	609
Golden Vault Lode	610
Iowa Lode	895

Name	Survey No.
Jennie Placer	1097
C. B. & Q. Placer	798
I. & C. C. Placer	611
Highland Mary Lode	606
Highland Mary No. 2 Lode	16314
South Columbia Lode	16323
Aurora Lode	16324
Vanner Lode	16324
Pittsburgh Lode	16324
Dexter Lode	77
Aztec Lode	621A
Gray Eagle (1/6 interest)	532
Little Nellie (1/6 interest)	62
Spar Placer	5736
X Rio Grande Placer	[5737] — 5736
Denver Placer	5738
Electric Placer	6413

SE 1/4 of sec. 17, T. 37 N., R. 4 E.
NE 1/4 of sec. 29, T. 37 N., R. 4 E.

Unpatented Claims

Name	Official Records of Rio Grande County	
	Book	Page
SCMI Nos. 1 to 30 Lodes	80	308-322
No Good Lode	80	343
Confusion Lode	80	343
G. & P. Lode	80	296
G. & P. No. 1 Lode	80	297
G. & P. No. 2 Lode	80	297

Not a true copy, but
All conform to contract except: Rio Grande Placer Survey No. 5736
Parole Lode Survey No. 608
RMA,

ASSIGNMENT OF LEASEHOLD

THIS AGREEMENT made and entered into on this 1st day of April, 1966, by and between W. S. MOORE CO., a Minnesota corporation (hereinafter called "Assignor"), and UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called "Assignee").

W I T N E S S E T H:

RECITALS:

WHEREAS, Assignor, through mesne assignments, is now the owner of the Lessee's interest under that certain Agreement of Lease (hereinafter called "Mining Lease") of certain mining claims situate in the Summit Mining District, Rio Grande County, Colorado, which Lease was made and entered into as of the first day of February, 1956, by and between The Reynolds-Morse Corporation and B. T. Poxson, as Lessors, and General Minerals Corporation, as Lessee, and which Lease has been amended and supplemented by that certain Agreement Modifying and Amending Mining Lease dated September 25, 1963, between The Reynolds-Morse Corporation and W. S. Moore Co. and that certain Amendment of Mining Lease dated July 15, 1965, between Reynolds Mining Company, a limited partnership of Denver, Colorado, successor in interest to The Reynolds-Morse Corporation, and Assignor; and

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to purchase from Assignor, the

Lessee's interest under said Lease upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations in hand paid by Assignee to Assignor, the receipt and sufficiency whereof is hereby acknowledged, the Assignor does hereby sell, transfer, set over, and assign unto the said Assignee, its successors and assigns forever, all of the Lessee's interest in and to the Mining Lease, as amended and supplemented, covering the following patented and unpatented lode mining claims situated in the Summit Mining District, Rio Grande County, Colorado:

<u>Summit Mining District</u> (Patented Claims)

Golden Queen Lode Mining Claim	Survey No.	61
Little Annie Lode Mining Claim	Survey No.	63
Del Norte Lode Mining Claim	Survey No.	64
Margaretta Lode Mining Claim	Survey No.	65
Little Ida Lode Mining Claim	Survey No.	67
San Juan Placer Mining Claim	Survey No.	68
North 800 ft. Little Jessie Lode Mining Claim	Survey No.	71
Peterson Placer Mining Claim	Survey No.	74
Brandt Placer Mining Claim	Survey No.	75
Bobtail Lode Mining Claim	Survey No.	325
Oding Lode Mining Claim	Survey No.	475
Snow Bank Lode Mining Claim	Survey No.	604
Moltke Lode Mining Claim	Survey No.	607
Golconda Lode Mining Claim	Survey No.	319
Tunnel Lode Mining Claim	Survey No.	320
Boss Lode Mining Claim	Survey No.	321
Nick Lode Mining Claim	Survey No.	713
Game Cock Lode Mining Claim	Survey No.	716
Garfield Lode Mining Claim	Survey No.	910
Bay State Lode Mining Claim	Survey No.	896
Little Hattie Lode Mining Claim	Survey No.	977
Sheridan Lode Mining Claim	Survey No.	892
Columbia Lode Mining Claim	Survey No.	890
Home Stake Lode Mining Claim	Survey No.	898

Summit Mining District (Patented Claims)

Eureka Lode Mining Claim	Survey No.	889
Jubilee Lode Mining Claim	Survey No.	891
Parole Lode Mining Claim	Survey No.	808
Pay Streak Lode Mining Claim	Survey No.	893
Logan Lode Mining Claim	Survey No.	897
Bayard Lode Mining Claim	Survey No.	894
Great Independence Lode Mining Claim	Survey No.	609
Golden Vault Lode Mining Claim	Survey No.	610
Iowa Lode Mining Claim	Survey No.	895
Jennie Placer Mining Claim	Survey No.	1097
C. B. & Q. Placer Mining Claim	Survey No.	798
I. & C. C. Placer Mining Claim	Survey No.	611
Highland Mary Lode Mining Claim	Survey No.	606
Highland Mary No. 2 Lode Mining Claim	Survey No.	16314
South Columbia Lode Mining Claim	Survey No.	16323
Aurora Lode Mining Claim	Survey No.	16324
Vanner Lode Mining Claim	Survey No.	16324
Pittsburgh Lode Mining Claim	Survey No.	16324
Dexter Lode Mining Claim	Survey No.	77
Aztec Lode Mining Claim	Survey No.	621A
Gray Eagle Lode Mining Claim (1/6 interest)	Survey No.	532
Little Nellie Lode Mining Claim (1/6 interest)	Survey No.	62
Spar Placer Mining Claim	Survey No.	5736
Rio Grande Placer Mining Claim	Survey No.	5737
Denver Placer Mining Claim	Survey No.	5738
Electric Placer Mining Claim	Survey No.	6413
Electric Mill Site Lode Mining Claim		
Chicago Lode Mining Claims 2/3	Survey No.	1153
Eighth Wonder Lode	Survey No.	82
Goldenstar No. 2 Lode Mining Claim	Survey No.	83
Missionary Lode Mining Claim	Survey No.	124

Summit Mining District (Unpatented Claims)

S.C.M.I. Lode Mining Claims Nos. 1 to 30
No Good Lode Mining Claim
Confusion Lode Mining Claim
G. & P., G. & P. No. 1 and G. & P. No. 2 Lode Mining Claims
Century of Progress Lode Mining Claim

Century of Progress	(lode or placer)
Pickens	(lode or placer)
2 G & P Placers	

Summit Mining District (Unpatented Claims)

The Southeast Quarter (SE¼) of Section 17; and the Northeast Quarter (NE¼) of Section 29, all in Township 37 North, Range 4 East.

together with all rights appurtenant thereto and privileges thereunder. Said Mining Lease is now of record in Book 243 at Page 45 of the Records of Rio Grande County, Colorado.

TO HAVE AND TO HOLD the same unto Assignee, its successors, and assigns forever.

Assignor hereby represents and warrants:

(a) that the Mining Lease, as amended, is in good standing in accordance with all of its terms, provisions, and conditions;

(b) that all agreements establishing Assignor's ownership and rights in said Mining Lease are in full force and effect in accordance with their terms;

(c) that Assignor has the right to make this assignment to Assignee;

(d) that no defaults have occurred under any of said agreements; and

(e) that said Mining Lease and all the mining claims covered thereby are free from all liens and encumbrances

except as otherwise indicated in that certain Agreement dated as of April 1, 1966, between Assignor and Assignee pursuant to which this assignment is made and which is incorporated herein by reference.

Assignor also covenants to defend Assignee in the peaceable and quiet possession of the claims covered by said Mining Lease against any and all lawful claims and demands of any person, firm or corporation whatsoever, save and except such claims and demands as may be created by Assignee or which may exist by virtue of Assignee's acts or omissions.

IN WITNESS WHEREOF, Assignor has executed this assignment as of the date first herein written.

W. S. MOORE CO.

By /s/ Warren S. Moore
President

STATE OF Minnesota)
) SS
COUNTY OF St. Louis)

The foregoing instrument was acknowledged before me this 13th day of June, 1966, by Warren S. Moore as _____ President of W. S. MOORE CO., a corporation.

Witness my hand and official seal.

/s/ Florence O. Reinfeld
Notary Public

My Commission Expires March 1, 1967.

SEAL

Audit # NR-941

THIS AGREEMENT, made and entered into as of the 1 day of April, 1966, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called "Union Pacific"), and W. S. MOORE CO., a Minnesota corporation (hereinafter called "Contractor").

W I T N E S S E T H:

RECITALS:

Union Pacific is the owner and operator of certain patented and unpatented lode mining claims in Rio Grande County, Colorado, described on Exhibit "A", attached hereto and hereby made a part hereof and hereinafter called the "Subject Lands". It is proposed that Contractor, as an independent contractor for Union Pacific, will perform certain functions in connection with the development and operation of the Subject Lands upon the terms and conditions herein set forth.

AGREEMENT:

NOW, THEREFORE, it is agreed as follows:

Section 1. Contractor shall, as an independent contractor, exercise general supervision over and shall, except as otherwise directed by Union Pacific, conduct all operations relating to the development of the Subject Lands as a workable mining property.

Section 2. Contractor shall formulate and submit to Union Pacific for approval plans for development and mining of the Subject Lands, including detailed estimates of all costs to be incurred in such operations, shall make recommendations for mining equipment required for such development and mining and, in connection therewith, shall prepare and file all applications for permits necessary for the location and construction of tanks, sumps, and other equipment. All materials and supplies necessary for the operations to be conducted hereunder shall be procured by Contractor on such terms as may be approved by Union Pacific. Except for costs of operations included in approved plans of development or mining as aforesaid and emergency expenditures necessary to protect the property of Union Pacific, Contractor shall not make any expenditure or incur any obligation to pay any sum reimbursable hereunder in excess of Five Hundred Dollars ($500.00) for any one item without the prior approval of Union Pacific.

Section 3. Contractor, whenever requested by Union Pacific, shall assist in the preparation of all contracts, leases, or other documents relating to the development of the Subject Lands as a workable mining property.

Section 4. Contractor shall furnish such employees as Union Pacific deems necessary and may request and as are available for the development and operation of the Subject Lands; at salaries and wages approved by Union Pacific; such employees to be employees of Contractor and not of Union Pacific. The selection

of employees used by Contractor or any subcontractor in conducting operations hereunder, their hours of labor and their conditions of employment, the supervision of such employees and the right to control their physical conduct shall be the responsibility of Contractor or its said subcontractor, as the case may be. Any and all such employees shall be the employees of Contractor or its subcontractor and not of Union Pacific and Contractor accepts exclusive liability for the payment of any and all payroll taxes, deductions, or contributions for unemployment insurance, old age pensions, annuities or other benefits measured by the wages, salaries or other remuneration paid to employees of Contractor and shall reimburse Union Pacific for any of the aforesaid taxes, deductions, and contributions payable by Contractor hereunder which Union Pacific may be required to pay.

Section 5. Contractor shall procure and maintain and shall require each of its subcontractors performing work in connection with the operations of Contractor under this Agreement, to procure and maintain:

(a) Workmen's Compensation Insurance, covering Contractor's entire liability to employees as determined by compensation laws of the State of Colorado.

(b) Contractors' Public Liability and Property Damage Insurance and Contractors' Contractual Liability and Property Damage Insurance.

The policy or policies to be taken out by Contractor shall provide minimum limits as follows:

(a) Under Contractors' Public Liability Insurance, of $25,000.00 for any one person and, subject to the same limit per person, $100,000.00 for any one occurrence; such insurance to protect Contractor against claims for injuries to or death of persons, arising out of the work to be performed under this Agreement;

(b) Under Contractors' Property Damage Insurance, of $25,000.00 for any one accident and, subject to the same limit per accident, $100,000.00 aggregate during an annual period; such insurance to protect Contractor against claims for damage to or destruction of property, arising out of work to be performed under this Agreement;

(c) Under Contractors' Contractual Liability Insurance, of $25,000.00 for any one person and, subject to the same limit per person, $25,000.00 for any one occurrence; and

(d) Under Contractors' Contractual Property Damage Insurance, of $25,000.00 for any one accident and, subject to the same limit

per accident, $25,000.00 aggregate during an annual period;

the insurance under Items (c) and (d) above to insure the liability assumed by Contractor under the indemnifying provisions of this Agreement on account of injuries to or death of persons or damage to or destruction of property.

In addition to the foregoing, Contractor shall, without cost to Union Pacific, carry full and adequate fire, theft, public liability, comprehensive, and property damage insurance on all automotive equipment owned by Contractor and used in connection with the operations hereunder. Contractor shall require automotive equipment owned by his employees and used in connection with operations hereunder to be fully and adequately protected by public liability, comprehensive, and property damage insurance without cost to Union Pacific. All such insurance shall name Union Pacific as an additional assured and shall be carried by such insurance companies as may be approved by Union Pacific. Contractor shall indemnify and hold harmless Union Pacific from and against any and all liability for loss, costs, claims, and damages which Union Pacific may incur resulting directly or indirectly from the failure of Contractor to comply with the provisions of this section.

Section 6. Contractor shall keep true and correct books, accounts, and records of its operations hereunder and of all costs thereof, in such detail as requested by Union Pacific,

and representatives of Union Pacific shall have the right to audit the books, records, and accounts of Contractor at any and all reasonable times and to receive from Contractor a complete copy of all records of operations maintained by it. Without Union Pacific's written consent, Contractor shall not permit any person not a party hereto access to the Subject Lands or to any ore recovered therefrom or to any information obtained.

Contractor shall pay in full all persons in its employ who perform services under this Agreement and shall not permit or suffer any mechanics' or materialmen's liens of any kind or nature to attach to property of Union Pacific in connection with its operations hereunder, and shall hold Union Pacific harmless from and indemnify it against any and all liabilities, costs, and expenses incident to such claims.

Section 7. The manner and method of conducting the work hereunder are matters with which Contractor has special familiarity and technical ability and shall be at Contractor's sole discretion. Contractor shall perform its obligations hereunder in a good, workmanlike, and efficient manner and in accordance with sound mining practices, and in the performance of its obligations hereunder, Contractor is and shall be engaged solely in the capacity of an independent Contractor, and no relationship between the parties hereto other than that of independent Contractor has been made or is intended or created by this Agreement. This contract does not constitute and the parties hereto

do not intend it to create a partnership between the parties or a joint venture or the relationship of master and servant or principal and agent.

Section 8. Contractor shall not assign this Agreement without the written consent of Union Pacific first had and obtained, and any purported assignment made without such consent shall be void and, at Union Pacific's option, shall result in termination of this Agreement.

Section 9. Contractor hereby releases Union Pacific from any and all liability for damage to or destruction of Contractor's property. Union Pacific hereby releases Contractor from any and all liability for loss, costs, claims, or damages to or destruction of property of Union Pacific arising out of the operations conducted hereunder except that the foregoing releases by Union Pacific shall not apply where such damage or destruction arises out of the willful misconduct of Contractor and shall not apply to damage or destruction of property of Contractor.

Contractor shall hold Union Pacific, its officers, agents, and employees, harmless from and shall indemnify them, and each of them, against any and all liability for loss, cost, claims, and damages because of injury to or death of persons whomsoever or damage to or destruction of property whatsoever arising out of or resulting from or in any way connected with operations being conducted under this Agreement, except where

such injury, death, damage, or destruction is occasioned by reason of the sole negligence of Union Pacific, its officers, agents, or employees, or by reason of the negligent acts of an independent contractor over whom, or other causes over which, you have no control.

Section 10. Contractor shall render to Union Pacific on or before the 10th day of each calendar month a statement showing for the preceding calendar month the actual cost to Contractor of the following items:

(a) Payroll and expenses for all employees requested by Union Pacific;

(b) Contributions to Federal and State Social Security Acts, premiums on any bonds required to be carried by Contractor, and for that portion of all insurance provided for in Section 5 hereof which is properly allocable to the operations conducted hereunder, except insurance on Contractor's automotive equipment;

(c) Report forms, blue prints, photostats, and such other office or field supplies as are requested by Union Pacific in connection with the development of the Subject Lands;

(d) Communications systems requested by Union Pacific;

(e) Traveling expenses, including transportation, of Contractor and his employees incurred on trips outside of points in Rio Grande County, Colorado, made at the request of Union Pacific;

(f) Such other expenses as are authorized or approved by Union Pacific.

Section 11. Union Pacific shall pay Contractor, on or before the 15th day of each calendar month, the full amount of the statement furnished pursuant to Section 10 hereof for the preceding calendar month, less the sum of any amounts advanced to Contractor on its sight draft to meet its payroll requirements as hereinabove provided.

Section 12. At any time upon request by Union Pacific Contractor shall furnish to Union Pacific and maintain in effect during the term requested one or more corporate surety and/or fidelity bonds in form to be approved and in a penal sum or sums to be specified by Union Pacific. Such bond or bonds shall be conditioned upon the performance by Contractor of all its obligations and responsibilities as set forth in this Agreement, including the handling of any funds which may be advanced to Contractor by Union Pacific.

Contractor and his employees shall comply with all applicable laws, rules, regulations, and orders of competent public authorities.

Section 13. Upon termination of this Agreement, Contractor shall forthwith convey to Union Pacific title to all automotive and other equipment for which Union Pacific shall have reimbursed Contractor and shall deliver to Union Pacific all unused materials and supplies for which Contractor has been reimbursed.

Section 14. All obligations of each party hereto shall be suspended while said party is prevented from complying therewith, in whole or in part, by strikes, lockouts, fire, war, civil disturbances, acts of God, Federal, State, County or Municipal laws, orders, or regulations, inability to secure materials, unavoidable accidents, or other causes beyond the reasonable control of said party whether or not similar to the matters herein specifically enumerated; provided, however, that performance shall be resumed within a reasonable time after such cause has been removed.

Section 15. This Agreement shall be effective as of April 1, 1966, and shall, unless extended or sooner terminated as hereinafter provided, continue in effect for a period of fifteen (15) months from and after said effective date; provided, however, that either party may terminate this Agreement at any time upon giving not less than thirty (30) days' prior written notice of such termination to the other party.

Section 16. Any notice required or permitted to be given by either party to the other hereunder shall be deemed to have been given forty-eight (48) hours after such notice is

deposited in the United States mail, as registered or certified mail, with postage thereon fully prepaid, addressed to such party at the address set forth opposite its name on the signature page hereof or when such notice is filed as a telegram with the Western Union Telegraph Company or any successor in interest of said telegraph company, addressed as aforesaid with all charges thereon fully prepaid; provided, however, if any action, based upon such notice, may be taken within forty-eight (48) hours, such notice shall be deemed given only when received.

Either party hereto by notice in writing to the other party shall be privileged from time to time to change its address, which changed address shall be such party's correct address for all purposes hereof.

Without waiver of the provisions of Section 8 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 17. Union Pacific hereby appoints Lee S. Osborne, Chief Executive Officer, Natural Resources Division, and such alternate or alternates as he may designate as its official representatives to approve or disapprove all matters hereunder requiring such action on the part of Union Pacific.

Contractor hereby appoints Warren S. Moore as its official representative to give or receive all notices on behalf of Contractor hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein written.

Attest:

UNION PACIFIC RAILROAD COMPANY

SEAL

/s/ D. O. CHURCHILL
Assistant Secretary

By /s/ LEE S. OSBORNE
Chief Executive Officer
Natural Resources Division

5480 Ferguson Drive
Los Angeles, California 90022

Attest:

W. S. MOORE CO.

/s/ R. J. KENNEDY
Secretary

By /s/ WARREN S. MOORE
President

SEAL

400 Torrey Building
Duluth 2, Minnesota

EXHIBIT "A"

AGREEMENT BETWEEN UNION PACIFIC AND W. S. MOORE CO.
COVERING OPERATION OF SUMMITVILLE MINE
ALL LANDS ARE IN THE SUMMIT MINING DISTRICT
RIO GRANDE COUNTY, COLORADO

Summit Mining District (Patented Claims)

Golden Queen Lode Mining Claim	Survey No.	61
Little Annie Lode Mining Claim	Survey No.	63
Del Norte Lode Mining Claim	Survey No.	64
Margaretta Lode Mining Claim	Survey No.	65
Little Ida Lode Mining Claim	Survey No.	67
San Juan Placer Mining Claim	Survey No.	68
North 800 ft. Little Jessie Lode Mining Claim	Survey No.	71
Peterson Placer Mining Claim	Survey No.	74
Brandt Placer Mining Claim	Survey No.	75
Bobtail Lode Mining Claim	Survey No.	325
Oding Lode Mining Claim	Survey No.	475
Snow Bank Lode Mining Claim	Survey No.	604
Moltke Lode Mining Claim	Survey No.	607
Golconda Lode Mining Claim	Survey No.	319
Tunnel Lode Mining Claim	Survey No.	320
Boss Lode Mining Claim	Survey No.	321
Nick Lode Mining Claim	Survey No.	713
Game Cock Lode Mining Claim	Survey No.	716
Garfield Lode Mining Claim	Survey No.	910
Bay State Lode Mining Claim	Survey No.	896
Little Hattie Lode Mining Claim	Survey No.	977
Sheridan Lode Mining Claim	Survey No.	892
Columbia Lode Mining Claim	Survey No.	890
Home Stake Lode Mining Claim	Survey No.	898
Eureka Lode Mining Claim	Survey No.	889
Jubilee Lode Mining Claim	Survey No.	891
Parole Lode Mining Claim	Survey No.	808
Pay Streak Lode Mining Claim	Survey No.	893
Logan Lode Mining Claim	Survey No.	897
Bayard Lode Mining Claim	Survey No.	894
Great Independence Lode Mining Claim	Survey No.	609
Golden Vault Lode Mining Claim	Survey No.	610
Iowa Lode Mining Claim	Survey No.	895
Jennie Placer Mining Claim	Survey No.	1097
C. B. & Q. Placer Mining Claim	Survey No.	798
I. & C. C. Placer Mining Claim	Survey No.	611
Highland Mary Lode Mining Claim	Survey No.	606
Highland Mary No. 2 Lode Mining Claim	Survey No.	16314

Summit Mining District (Patented Claims)

South Columbia Lode Mining Claim	Survey No. 16323
Aurora Lode Mining Claim	Survey No. 16324
Vanner Lode Mining Claim	Survey No. 16324
Pittsburgh Lode Mining Claim	Survey No. 16324
Dexter Lode Mining Claim	Survey No. 77
Aztec Lode Mining Claim	Survey No. 621A
Gray Eagle Lode Mining Claim (1/6 interest)	Survey No. 532
Little Nellie Lode Mining Claim (1/6 interest)	Survey No. 62
Spar Placer Mining Claim	Survey No 5736
Rio Grande Placer Mining Claim	Survey No. 5737
Denver Placer Mining Claim	Survey No. 5738
Electric Placer Mining Claim	Survey No. 6413
Electric Mill Site Lode Mining Claim	
Chicago Lode Mining Claims 2/3	Survey No. 1153
Eighth Wonder Lode	Survey No. 82
Goldenstar No. 2 Lode Mining Claim	Survey No. 83
Missionary Lode Mining Claim	Survey No. 124

Summit Mining District (Unpatented Claims)

S.C.M.I. Lode Mining Claims Nos. 1 to 30
No Good Lode Mining Claim
Confusion Lode Mining Claim
G. & P., G. & P. No. 1 and G. & P. No. 2 Lode Mining Claims
Century of Progress Lode Mining Claim

Century of Progress	(lode or placer)
Pickens	(lode or placer)
2 G & P Placers	

The Southeast Quarter (SE$\frac{1}{4}$) of Section 17; and the Northeast Quarter (NE$\frac{1}{4}$) of Section 29, all in Township 37 North, Range 4 East.

OFFICIAL FILE COPY

Date	Surname	Code
11/30	RWC Smith	120
11/30/66	Nishimoto	120
		110
11/30	Cal	220
		120

NOV 3 0 1966

(5/63) MB Form 1

Field Officer, Region III

Chief, Office of Minerals Exploration

Subject: OME-6344 (Gold-Silver)
W. S. Moore Company
Summitville Mines
Rio Grande County, Colorado
Contract 2139

Enclosed are two copies of a Review of Contract 2189 issued November 1966.

If you concur in the facts as stated in this report, one copy should be sent to the Operator with any comments you may care to make, and the other copy retained for your files. As evidence of your concurrence, two copies of your letter transmitting the Operator's copy of the report should be furnished this office. If for any reason you do not concur, both copies of the report should be returned to this office with appropriate comments.

FRANK E. JOHNSON

Frank E. Johnson

Enclosures

cc: Director's Reading File
Division File
Economic Geology File
OME Docket
OME Reading File
130

MMerrithew/mm (11/30/66)

2326

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
11/28	[illegible]	
11/28/66	[illegible]	

NOV 28 1966

Memorandum

To: Robert W. Long, Assistant Solicitor

From: Chief, Office of Minerals Exploration

Subject: DMEA-4643 (Copper-Lead)
John B. Riggs, Assignee
Summitville Mine
Rio Grande County, Colorado
Contract Ldm-X1197

and

OME-6344 (Gold-Silver)
W. S. Moore Company
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Enclosed is a suggested consent agreement between W. S. Moore Co., and Pacific Railroad Company.

Will you please review the agreement and prepare an appropriate reply. You will note minor changes on page 2 have been made in this office.

FRANK E. JOHNSON

Frank E. Johnson

Enclosures

cc: Director's Reading File
Division File
Economic Geology File
DMEA-4643
✓OME-6344
OME Reading File
Region III (2)

MMerrithew/mm (11/25/66)

23263

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

NOV 17 1966

Memorandum

To: Director, U.S. Geological Survey

From: Assistant Director, Audit Operations, Contract and Grant Audit, Office of Survey and Review

Subject: Review of Contract 2189
Docket No. OME-6344 (Gold-Silver)
W. S. Moore Company (Operator)
Summitville Mines
Rio Grande County, Colorado

OFFICIAL COPY O. M. E. RECEIVED NOV 28 1966	
INITIALS	CODE
RMA	120

Pursuant to request dated September 27, 1966, from Chief, Office of Minerals Exploration, we have made a financial review of Contract 2189, examining the contract and accounting records and files of OME and the Branch of Budget and Finance, U.S. Geological Survey. Four copies of our report of the review are attached.

The purpose of this project was to explore for gold and silver at an estimate total cost of $81,440, with the Government participating in 50 percent of approved costs of work performed not to exceed $40,720. Through September 1965, total costs of $27,579.07 were reported by the Operator and the Government has paid $13,789.53 as its share of such costs. By Amendment No. 4, the date for completion of the exploration work was extended until November 22, 1967. Thus, this report is necessarily an interim report as the project has neither been completed nor has the date for completion of the work been reached.

No exceptions have been taken to the financial settlements made with the Operator with respect to the work reported as completed through September 1965.

Donald R. Mooney

Enclosures

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER 25, COLORADO

Office of Minerals Exploration
Building 25- Room 2284

OFFICIAL COPY
O. M. E.
RECEIVED
SEP 14 1966
INITIALS | CODE
110 M
JEJ 110
Ends 120 Smith

September 12, 1966

To: Chief, OME

From: Field Officer, Region III

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

Transmitted herewith is the Government's copy and the Budget and Finance's copy of Amendment No. 4 to the subject Contract 2189 that have been signed by the operator (3 pages, and two maps, Figures 2 and 3). The operator's consultant has been requested to submit a plan map showing the drill sites, and the trace of the proposed holes for vouchering purposes and to assist in the administration of the contract. Copies of this map will be forwarded to you upon their receipt in this office.

J. William Hasler

Enclosures

Office of Minerals Exploration -- Building 25

OFFICIAL COPY
O. K. M.
RECEIVED
AUG 26 1966

August 23, 1966

W. S. Moore Company
Summitville Mines
Rio Grande County, Colorado

Re: OME-6344 (Gold-Silver)
W. S. Moore Company
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Gentlemen:

Enclosed are an original and three copies of proposed amendment No. 4 (3 pages, and two maps, Figures 2 and 3), signed for the Government.

If the proposed amendment is satisfactory to you, all four copies should be signed by an authorized representative. Retain the "Operator's Copy" and return the other three signed copies to this office.

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

Figure 2 "Longitudinal Section, Tewksbury Vein..." is not the ideal map on which to show the location of the proposed drill holes, but is the only figure that could be prepared from the information submitted. You should submit a plan map showing the drill sites, and the trace of these proposed holes for vouchering purposes and to assist in the administration of this contract.

J. William Hasler
mc.

J. William Hasler,
Field Officer, Region III
Office of Minerals Exploration

Enclosures

cc: Chief, OME
Hasler chron
OME chron
OME-6344

OFFICIAL FILE COPY

Date	Surname	Code
8/15	Kirkemo	120
8/16	Johnson	110
8-16	Weeks	220
8/16	Hepfer	
		110
		220
		120M

AUG 23 1966

Memorandum

To: Field Officer, Region III

From: Chief, Office of Minerals Exploration

Subject: OME-6344 (Gold-Silver)
W. S. Moore Company
Summitville Mines
Rio Grande County, Colorado
Contract 2189

In reference to your memorandum of June 27, 1966, enclosed are the original and three copies of proposed Amendment No. 4 (3 pages, and two maps, Figures 2 and 3), signed for the Government. An extra copy is enclosed for field use.

If the proposed amendment is satisfactory to you and the Operator, all four copies should be signed by an authorized representative of the Operator and distributed in the usual manner.

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

We have been aware of the urgent necessity for extending the time of this contract and for authorizing the new work requested by the Operator. However, preparation of this amendment has been delayed by the work load and by the need to learn the details of the project in the absence of Roscoe Smith who was working with this contract. Because the present field season is well advanced, we have extended the contract to allow work through the 1967 field season if necessary.

Figure 2, "Longitudinal Section, Tewksbury Vein . . ." is not the ideal map on which to show the location of the proposed drill holes, but it is the only figure we could prepare from the information submitted. The Operator should submit a plan map showing the drill sites, and the trace of these proposed holes for voucherring purposes and to assist in the administration of this contract.

Rec'd 9/30/66 no Plan map enclosed & Figure 2 not full size

cc: Director's Reading File
Division File
Economic Geology File
OME File

FRANK E. JOHNSON

Frank E. Johnson

Enclosures

OME Reading File
Mr. Kirkemo

HKirkemo/gla 8-15-66

23263

DRAFT
HKirkemo/gla
8/8/66

Docket copy

120

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

AMENDMENT NO. 4

It is agreed this _____ day of _____, 1966, between the United States of America, acting through the Department of the Interior, U. S. Geological Survey, hereinafter called the "Government," and W. S. Moore Co., hereinafter called the "Operator," that Exploration Contract 2189 (OME-6344), dated May 22, 1964, as amended, is further amended effective ~~the date of the contract~~ May 1, 1966, as follows:

1. In EXHIBIT A under the heading Description of the Work, Stage II:

(a) Descriptions for the Hidden Vein Subproject, Annie Vein Subproject, as amended, Dexter Vein Subproject, and Esmond-Pickens Cross Vein Subproject are deleted.

(b) The following description of work is added to the Tewksbury Pipe Subproject:

Four holes in addition to the four holes previously drilled shall be drilled from the surface to explore the vein and mineralized wall rock at approximately the elevations and positions shown on Figure 2 entitled, "Longitudinal Section, Tewksbury Vein, Showing Drill Holes T-1 through T-4 and Proposed Drill Holes T-5 through T-8, Summitville Mines, Rio Grande County, Colorado," which is attached and made part hereof. The number, bearing, inclination, and length of each hole are approximately as follows:

Hole No.	Bearing	Inclination	Length feet
T-5	S. 60° W.	-29°	225
T-6	S. 76° W.	-50°	275
T-7	S. 69° W.	-45°	300
T-8	S. 69° W.	-50°	250
Total			1,050

(c) Add the following description:

Annie-Ida Vein Subproject

Six holes, A-1 through A-6, may be drilled from the surface to explore mineralized wall rock and the Annie-Ida vein. Holes A-1 through A-4 shall be drilled from the sites approximately as indicated on Figure 3 entitled, "Map Showing Locations of Proposed Drill Holes A-1 through A-4, Tentative Locations of Holes A-5 and A-6, and Outline of Possible Ore Body, Annie-Ida Vein, ~~[illegible]~~ Summitville Mines, Rio Grande County, Colorado," which is attached and made part hereof. Holes A-5 and A-6 may be drilled in accordance with specifications mutually agreed upon by the Government and Operator.

The number, bearing, inclination, and length of each hole are approximately as follows:

Hole No.	Bearing	Inclination	Length feet
A-1	N. 50° E.	-30°	150
A-2	S. 50° W.	-25°	100
A-3	N. 50° E.	-30°	150
A-4	S. 30° W.	-35°	250
A-5 (tentative)	N. 50° E.	-30°	150
A-6 (tentative)	S. 80° W.	-15°	150
Total			950

(d) The Government will contribute to the cost of site preparation at the Tewksbury Pipe and Annie-Ida vein subprojects, Stage II, to the extent of hours of bulldozing (approximately 62 hours) remaining from the total allowable (95½ hours) under the contract. Funds for the cost of diamond drilling, operating materials and supplies, and fixed unit cost items shall be met from funds remaining under Stage II of the contract at the same allowable actual and fixed unit costs.

2. (a) The period fixed in Article 1(a) of the contract for completion of the work is extended from twenty-four (24) to forty-two (42) months from the date of the contract, or until November 22, 1967.

(b) The maximum period for royalty payments and for the lien to secure the payment thereof provided for in the contract is extended from ten (10) to twelve (12) years from the date of the contract.

This amendment shall not be construed to change the estimated total cost of the contract, the aggregate amount which the Government may be required to contribute, the amount of any item designated as maximum, nor the fixed unit cost of any item of work.

THE UNITED STATES OF AMERICA

By_____
Chief, Office of Minerals Exploration
U. S. Geological Survey

W. S. MOORE CO.

By_____

Title_____

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
U. S. Geological Survey - Denver Federal Center
Building 25 - Room 2284
Denver, Colorado 80225

June 27, 1966

OFFICIAL COPY
O. M. E.
RECEIVED
JUN 29 1966
INITIALS CODE

Memorandum

To: Chief, OME

From: Field Officer, Region III

Subject: OME-6344 (Gold-Silver)
W. S. Moore Company
Summitville Mines
Rio Grande County, Colorado
Contract 2189

This memorandum is in reply to yours dated June 6, 1966 regarding the Operator's requested amendment to authorize drilling four holes on the Tewksbury vein, six holes on the Annie vein and to extend the expiration date of the contract six months from May 22 until November 22, 1966.

The Tewksbury subproject cannot be explained much further, as it is really a completion of the work previously approved and completed under the contract. This is a substantially new area of the mine which has seen little previous mining or exploration for that matter.

The Annie subproject is concerned with an entirely new concept of exploration, which is the low-grade gold ore throughout the quartz alunite alteration envelope around the Annie vein. This possibly was not recognized at all in early day mining operations, and, therefore, this constitutes a possible new and undiscovered zone of possible ore. There is a potential here of some 375,000 tons that may be mined at a very low cost. The purpose in the last request is not for the extension of known ore bodies along the strike and into the walls within the stoped area of the veins, but to test the quartz alunite zone that encases the veins for possible new and undiscovered low-grade gold ore. I feel the proposed work will more adequately test the undiscovered areas as described above and hereby again recommend that the Operator's requests be granted.

Inferred reserves

J. William Fesler

MME Form 7
(2/63)

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6/3	[illegible]	120
6/6/66	[illegible]	120
		110
		220
		120M

JUN 6 1966

Memorandum

To: Field Officer, Region III

From: Chief, Office of Minerals Exploration

Subject: OME-6344 (Gold-Silver)
W. S. Moore Company
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Please refer to your memorandum of May 23, 1966, and the Operator's request of March 30 for an amendment to authorize drilling four holes on the Tomkisbury vein, six holes on the Annie vein, and to extend the expiration date of the contract six months from May 22 until November 22, 1966.

The results of drilling in Stage I indicate that the work provided under Stage II is not warranted. The Operator's request is ". .. to use a portion of the remaining funds under the contract" for a revised project in lieu of the original Stage II work. The revised project is restricted to the oxide zone where gold-silver values exceed copper values, and to this extent conforms to the provisions of the contract. However, the purpose of the proposed drilling is to further sample the extensions of known ore bodies along the strike and into the walls within the stoped area of the veins. We consider this to be development drilling rather than exploratory drilling and not in conformance with the provisions of the contract.

The contract expired May 22, 1966. Will you please inform the Operator that we regret that its request of March 30 for an amendment cannot be approved and that it should promptly perform all winding-up and settlement actions provided for in the contract, including furnishing to the Government three copies of a final report (Article 5) which shall include a geological and engineering evaluation of the work performed under the contract, an estimate of the ore reserves resulting from such work, complete assay data, adequate geological maps or sketches, a summary of the work performed and the related costs thereof.

23263

Your memorandum of May 23 recommends a final audit review and that $200.00 be withheld from any funds owing the Operator pending receipt of its final report.

FRANK E. JOHNSON (gla)

Frank E. Johnson

cc: Director's Reading File
Division File
Economic Geology File
OME File
OME Reading File
Mr. Smith

RMSmith/gla 6-3-66

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

May 23, 1966

Contract expired May 22, 1966

OFFICIAL COPY
O. M. E.
RECEIVED
MAY 25 1966

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Memorandum

To: Chief, Office of Minerals Exploration

From: Field Officer, Region III

Subject: OME 6344 (gold-silver)
W. S. Moore Company
Summitville Mines
Rio Grande County, Colorado
Contract 2189

This memorandum is in reply to yours of May 16 concerning the Operator's request of March 30 for an amendment to Stage II to authorize drilling on two of five veins that were trenched and drilled under Stages I and II.

I have no further suggestions than those mentioned in my memorandum of April 27, 1966 regarding the requested amendment. I feel that the additional drilling requested will more adequately enable us to certify a discovery as a result of work completed under the present exploration contract, even though the work is near a stoped area, and a certification of discovery is indicated.

Should you still feel that the amendment requesting the additional drilling is not warranted I would recommend that the operator be so notified and subsequently request termination of the contract, which will include a final audit review of the subject contract by the Survey Branch of Budget, and a final report from the applicant as well as Region III. I recommend that the usual sum of $200.00 be withheld until the Operator's final report has been received.

J. William Hasler

Phone 6/2
Annie is best bet
See 1st memo
Ag is in the walls of the veins - a new theory
not drilling old pillars but new silver zone in walls

U. S. Geological Survey - Denver Federal Center
Building 25 - Room 2284
Denver, Colorado 80225

May 25, 1966

OFFICIAL COPY
O. M. E.
RECEIVED
MAY 27 1966

Mr. Stewart S. Merwin
General Manager of Mining
Natural Resources Division
Union Pacific Railroad Company
5480 Ferguson Drive
Los Angeles, California 90022

From: J. William Hasler, Field Officer, Region III
Office of Minerals Exploration
U. S. Geological Survey
Denver Federal Center, Bldg. 25
Denver, Colorado 80225

Re: OME-6344 (Gold-Silver)
W. S. Moore Company
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Dear Mr. Merwin:

The substance of our telephone conversation Friday, May 20, 1966 concerning the ensuing partnership between the W. S. Moore Company, 400 Torrey Building, Duluth 2, Minnesota and the Natural Resources Division of the Union Pacific Railroad was discussed with our Washington OME office Monday, May 23, 1966. Since the W. S. Moore Company, presently is under contract to the Office of Minerals Exploration to complete certain items of exploration under the above mentioned contract, and that a certification of discovery and development was issued on January 15, 1962 concerning all the land described in Article 2 of the contract Idm-E1107, which was an assigned and amended contract from General Minerals Corporation to John B. Riggs, and that the present contract OME 2189 included the same claims as were cited in contract Idm-E1107, it is recommended that these lien encumberances be made a part of any legal instrument relative to any partnership or lessee of W. S. Moore, and that they be notified that all the Land described in Article 2, Annex I, of Exploration Contract-2189 is subject to payment of Royalty to the Government, usually not to exceed 5 percent of the gross proceeds from production from any one shipment from the property described until the government's share has been repaid or until the Royalty payment expires as specified in the contract, whichever occurs first. The original certification of

Chief, OME memo 4 Oct. 1965
stating area definitely
one of copper mineralization

discovery and development obligates production from the claims until July 15, 1970. Although certification of discovery or development has not yet been issued as a result of the current exploration contract 2189, Article 16 results indicate that the property will be certified.

cc: Chief, OME
OME chron
Hasler chron
OME-6344

J. William Hasler

MME Form 7
(2/63)

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5/16	Kirkemo	120K
		110
5/16	Cal	220
		120 m

AIRMAIL

Memorandum

To: Field Officer, Region III

From: Chief, Office of Minerals Exploration

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Please refer to your memorandum of April 27, 1966, transmitting the Operator's request of March 30 for an amendment to Stage II to authorize additional drilling on two of five veins that were trenched and drilled under Stages I and II.

It appears to us that the proposed 4 holes on the Tewksbury vein and the 6 holes on the Annie vein are for the purpose of sampling pillars and extensions of known ore. We would class this type of work as systematic rather than incidental development, the cost of which is not allowable under an OME contract.

Unless the proposed drilling can be shown to be the search for new or unexplored mineral deposits, we could not approve the Operator's request.

If justification for this or any alternate work can be furnished by the expiration date of the contract (May 22, 1966), we could extend the date as needed.

FRANK E. JOHNSON

Frank E. Johnson

cc: Director's Reading File
Division File
Economic Geology File
OME Docket
OME Reading File
130
Smith (RMSmith/mm(5/16/66)

23263

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

U. S. Geological Survey -- Denver Federal Center
Building 25- Room 2284
Denver, Colorado 80225

April 27, 1966

OFFICIAL
COPY
O. M. E.
RECEIVED
APR 29 1966

Memorandum

To: Chief, OME

From: Field Officer, Region III

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summit Mines
Rio Grande County, Colorado
Contract 2189

The operator, in a letter dated March ~~20~~ 30, 1966 applied for additional Stage II work to further explore the oxidized zone in both the Tewksbury Vein area and Annie Vein subproject by diamond drilling a total of 2,000', at a total estimated cost of $18,480.00, and is designed to replace the exploration work which was not considered advisable under Stage II, namely the Hidden Vein, Annie Vein, Dexter Vein, and Esmond-Pickens cross-vein subprojects. Drilling of four holes on the Tewksbury Vein has resulted in the penetration of oxidized vein material ranging from 3.4 feet wide to as much as 35 feet wide, with the gross value of the ore ranging from $12.00 per ton to as much as $34.07 per ton and may average $19.94 per ton. Results of the exploration work to date have proven, encouraging, and it is the opinion of the Field Officer, Region III, that the proposed Stage II drilling transmitted herein will more adequately explore for silver and gold in the oxide zone. Two of the holes are near stoped areas but as I understand the veins in the area that much of the oxide zone encases the vein and may be found in an area from 60 to 100 foot wide. I therefore recommend the request for the additional drilling at a cost of $18,480.00 be granted. The applicant has also requested an amendment to extend the duration of the contract for 6 months beyond May 22, 1966 which is the expiration date cited in the contract. The proposal for additional Stage II drilling shall not increase total costs allowed under the contract as amended. I also recommend the expiration date be extended to November 22, 1966.

SEE POCKET FOLDER FOR 4 MAPS

I might add some additional information gained from a conference today with Mr. Charles Melbye, geologic consultant for W. S. Moore Company. The subject operator is presently completing a partnership with the Union Pacific Railroad for the purpose of mining copper ore discovered and developed on the Missionary vein at the Summitville property. It is my understanding that a 400-ton per day mill is to be constructed at the property. The Missionary vein was not a part of the OME contract.

J. William Hosler

CHARLES E. MELBYE AND ASSOCIATES

MINING - GEOLOGICAL - GEOPHYSICAL - ENGINEERS

March 30, 1966

Mr. J. William Hasler
Acting Field Officer, OME
Denver Federal Center
Denver, Colorado

Re: OME-6344
Contract No. 2189
W. S. Moore Co.
Summitville Mines, Colorado

Dear Mr. Hasler:

In accordance with our conversations on whether the above contract is to be continued or terminated, I have discussed this with the W. S. Moore Co. management, and we are submitting the following program to use a portion of the remaining funds under the contract. This amounts to $51,459.63 out of the total of $81,440.00. The program would be considered as Stage II work since it largely replaces work not considered advisable under Stage II, specifically that of the Hidden Vein, Annie Vein, Dexter Vein, and Esmond-Pickens Cross-vein subprojects.

All of this work will be well within the oxide zone where gold-silver values are predominant and should, without doubt qualify under the contract provisions.

Tewksbury Subproject

Four holes have been drilled under the contract, T-1 through T-4, and all have found ore or near ore-grade material. (See accompanying long-section and cross-sections.) Holes T-1, T-2, and T-3 all intersected completely oxidized vein material where copper values were nearly leached away. Hole T-4 intersected the vein low enough to get into the primary sulphide zone but silver values were still substantial, 8.9 oz/ton. Discovery

Hole No.	Width	Oz Au $35.	Oz Ag $1.29	% Cu $2.36
T-1	17'	.25	3.54 4.57	
	5'	.32	5.90	
T-2	15'	.33 11.55	10.90 14.06	
	35'	.20	6.80	
T-3	4.5'	.02 0.70	8.81	
T-4	3.4' ?	.04	8.90	2.93 27.10

Holes T-5, T-6, and T-7 are proposed to further explore the vein in the oxide zone, particularly between the previous drilling and the stoped area to the north, an unexplored vein

P. O. BOX 309 2020 FOOTHILLS ROAD 303: 279-1542
GOLDEN, COLORADO 80402

Mr. J. William Hasler March 30, 1966

length of 200 - 300 feet. At least Hole T-5 is high enough to be within a zone minable by open-pit methods. Hole T-8 is designed to determine the extent of ore to the south. A strong vein was found in the large bulldozer cut, but at least at that point the surface assays were low. Distance between holes is over 100 feet in every case. Previous encouraging drilling results plus the nearby stoping all point to the likelihood of finding additional ore with the proposed work.

Summary of the holes is as follows:

Hole No.	Angle	Bearing	Depth
II-T-5	-29°	S60°W	225'
II-T-6	-50°	S76°W	275'
II-T-7	-45°	S69°W	300'
II-T-8	-50°	S69°W	250'
		TOTAL	1,050'

Annie Vein Subproject

The Annie vein has been the most productive in the district, and, hence, the strength of mineralization in the vein and in the walls is the strongest. Based on this known fact, the possibilities of finding and mining open-pit ore all along the outcrops are distinct and favorable ones. The 40-scale plan map accompanying this letter shows numerous assays taken by Newmont Mining Company in the walls of the Ida and Annie open-cuts. Nearly all of these assays represent the grade of walls, since the high-grade core of the vein was mined during the earliest days of the district, probably 1875-1878. A straight arithmetic average of 67 samples is .23 oz Au and .53 oz Ag/Ton or a gross value of $8.28/ton. One 6 ounce gold sample was thrown out of the averages. Width of possible ore appears to average 60 feet with an 800-foot strike length from north of the Ida shaft to the Winchester adit. Total tonnage of this block is 400,000 tons, and assuming the old stopes were mined 5 feet wide for a 600-foot length, remaining tonnage would be about 375,000 tons to a 100-foot depth. This is the potential, then, for the very modest drilling program requested. The actual massive or vuggy silica vein at least averages 60 feet wide, and the the quartz-alunite alteration envelope always contains additional values.

Target

Six holes are requested, varying from 100' - 250' in length, and are shown on the plan map and long-section.

Hole No.	Angle	Bearing	Depth
II-A-1	-30°	N50°E	150'
II-A-2	-25°	S50°W	100'
II-A-3	-30°	N50°E	150'
II-A-4	-35°	S30°W	250'
II-A-5	-30°	N50°E	150'
II-A-6	-15°	S80°W	150'
		Total	950'

These are proposed on both sides of the vein to check both walls, although dip is steep towards the west. Distance between varies from 100'-200', and locations have been carefully planned to miss old stopes, except for Holes II-A-1 and II-A-2. These holes will explore the west and east walls, respectively, and should penetrate the old stope. For this reason, they are planned only 100 feet apart, which is still in accordance with contract provisions. Holes II-A-5 and II-A-6 are shown on the map where it is hopeful they can be drilled. However, it is requested that their locations be held open pending an actual field inspection of the sites. The east side of South Mountain at this location is a steep cliff, and some difficulty may be encountered in preparing a drill site.

Summary

All holes will be carried NX with a switch to BX if necessary. Bulldozer work will be required to prepare drill sites. The following is a tabulation of costs:

Bulldozer cuts- Tewksbury	30	hours	
Annie	60		
	90	hours @ $17	$ 1,530.00
Drilling- Tewksbury	1050	feet	
Annie	950		
	2000	feet @ $6.75	13,500.00
Overburden drilling	40	feet @ $10	400.00
Reaming and casing	200	feet @ $4	800.00
Cementing and redrilling	50	hours @ $10	500.00
Incidental allowance	2000	feet @ $.40	800.00
Core boxes	200	@ $1	200.00
Assays- Au and Ag	300	@ $2.50	750.00
		TOTAL	$ 18,480.00

Since $51,459.63 remains on the contract, more than adequate funds are available to complete the above proposed work. If this work is approved, an extension of the contract for 6 months beyond May 22, 1966 expiration date is also requested. Your consideration of these requests will be greatly appreciated.

Sincerely yours,

Charles E. Melbye

Charles E. Melbye
Consultant to W. S. Moore Co.

M/am
cc: W. S. Moore Co.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Denver Federal Center -- U. S. Geological Survey
Building 25 - Room 2284
Denver, Colorado 80225

February 18, 1966

OFFICIAL
COPY
O. M. E.
RECEIVED
FEB 21 1966

Memorandum

To: Chief, OME

From: Field Officer, Region III

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summit Mines
Rio Grande County, Colorado
Contract 2189

Mr. Charles Melbye, consultant Mining Engineer for the subject operator called today and informed me that the Board of Directors of the W. S. Moore Company had met, and have decided to request further exploration work above the Annie Vein, the most productive area in the mine. A report and request will be submitted to Region III and I will forward the original on to you upon its arrival.

J. William Hasler

JWHasler/mc/2/18/66
cc: Chief, OME
6344
Chron
Hasler

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
2/9	Selfridge	120
		110
		220
		120

FEB 9 1966

Memorandum

To: Field Officer, Region III

From: Chief, Office of Minerals Exploration

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Reference is made to your memorandum of December 14, 1965, mentioning that the Operator discussed the possibility of doing further work that is still eligible under the contract this coming spring. Have you heard anything further?

The present contract is the second that we have had in the immediate area. The first was for base metals and the second was given with the thought that shallow, near-surface work in the oxidized zone might disclose deposits of gold and silver. We found that this type of stipulation of probing only the oxidized zone was not too successful. The area is definitely one of copper mineralization. Amendment No. 3 was granted to explore a geochemical anomaly and only after it was decided that the remaining targets which had not been explored were not worthy of the exploration set forth in the contract. Therefore, we would have our doubts that any additional work is warranted.

Dependent upon the information you secure and the action that may be required, should it appear that no further work will be done under the contract, then please request a final audit review of the subject contract in accordance with the instructions of OME Circular 2 and recent discussions. Also, please give us your recommendations concerning certification and the amount of money, if available, that should be withheld from the Operator's account until an acceptable final report is received.

cc to: Director's Reading File
Division File
Economic Geology File
OME File
OME Reading File
Mr. Selfridge (2)

(signed) FRANK E. JOHNSON

Frank E. Johnson

GCSelfridge/gla 2-9-66

23263

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Denver Federal Center - Bldg. 20
Room D2211
Denver, Colorado 80225

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O. M. E.
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December 14, 1965

Memorandum

To: Chief OME

From: Field Officer Region III

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado
Contract 2189

The operator's corrected vouchers were submitted to this office December 13, 1965--the same day as your letter dated December 7th, pertaining to his September voucher correction. They have been approved for payment and forwarded to the Administrative Officer--Office of Economic Geology.

The operator discussed the possibility of doing further work that is still eligible under the contract in the Spring, and will come in this week to discuss them more fully. I will inform you of his plans and my recommendation after that conference.

J. William Hosler

Denver Federal Center- Bldg. 20
Room D2211
Denver, Colorado 80225

December 14, 1965

120 m
120

Memorandum

To: Administrative Officer - Office of Economic Geology

From: Field Officer, Region III

Subject: Operator's Monthly Voucher and Progress Report

Enclosed herewith are the original and 2 copies each of the Operator's Monthly Report Voucher and Progress Report for:

OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Contract No. 2189

The first is a rebilling of the bulldozer work under Stage II, which was previously and erroneously submitted under Stage I. The original of the Administrative Suspension Statement is also enclosed.

The second is a corrected voucher for September-Stage I to cover reaming which the drilling contractor omitted on his original invoice for Hole GSA-2. This is an authorized item under the contract. The only change then is the added $280.00 under the monthly total.

These vouchers have been approved for payment.

Enclosures

JWHasler/mc/12/14/65

J. William Hasler

cc: Chief OME ✓
6344
Chron

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
12/6	Selfridge	130
12/7	Johnson	110
12/8	Cole	220
		120M

DEC 7 1965

Memorandum

To: Field Officer, Region III

From: Chief, Office of Minerals Exploration

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado
Contract 2189

On November 8, 1965, we wrote the Region concerning a bulldozing disallowance. The Operator submitted its September voucher erroneously charging the work to Stage I instead of Stage II. In addition, the narrative states that all of the presently authorized work had been completed, but no indication in the approval of the voucher was made concerning the withholding of reimbursible funds to cover the Operator's final report. Such funds should be withheld until a final report is received and also when a project is to be recessed. We have received no correspondence from the Region to the Operator concerning our memorandum of November 8, 1965.

Please request the Operator to submit its final report and give us your recommendations regarding certification.

(signed) FRANK E. JOHNSON
Frank E. Johnson

GCSelfridge/gla (12-6-65)
cc to: Director's Reading File
Division File
Economic Geology File
OME File
OME Reading File
Mr. Selfridge

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MME Form 7
(2/63)

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NOV 8 1965

Memorandum

To: Field Officer, Region III

From: Chief, Office of Minerals Exploration

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Reference is made to your memorandum of November 1, 1965, concerning a disallowance in the amount of $187.00 for 11 hours of bulldozing on the Operator's June-August 1965 voucher.

This voucher was improperly prepared by the Operator in that it charged the work performance and costs to Stage I of the contract. The work covered by its voucher is authorized under Amendment No. 3 as a part of Stage II. Therefore, in order to reclaim the amount deducted, it should submit a new voucher showing the work and costs properly charged to Stage II of the contract, with the original of the Administrative Suspension Statement of October 20, 1965. When submitting the new voucher, the Operator should mention that the claimed costs were previously and erroneously submitted under Stage I.

(signed) FRANK E. JOHNSON (gla)

Frank E. Johnson

FEJohnson/gla (11-8-65)
cc to: Director's Reading File
Division File
Economic Geology File
Division of Budget and Finance w/ cy incoming memorandum
Administrative Officer, Economic Geology w/cy incoming memorandum
OME File
OME Reading File
Mr. Selfridge

23263

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER, COLORADO

November 1, 1965

Memorandum

To: Frank Johnson, Chief
Office of Minerals Exploration
Geological Survey
Washington, D. C. 20240

From: Field Officer, OME, Region III

Subject: OME-6344 (Gold-Silver)
Contract 2189
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

OFFICIAL COPY
O. M. E.
RECEIVED
NOV 4 1965

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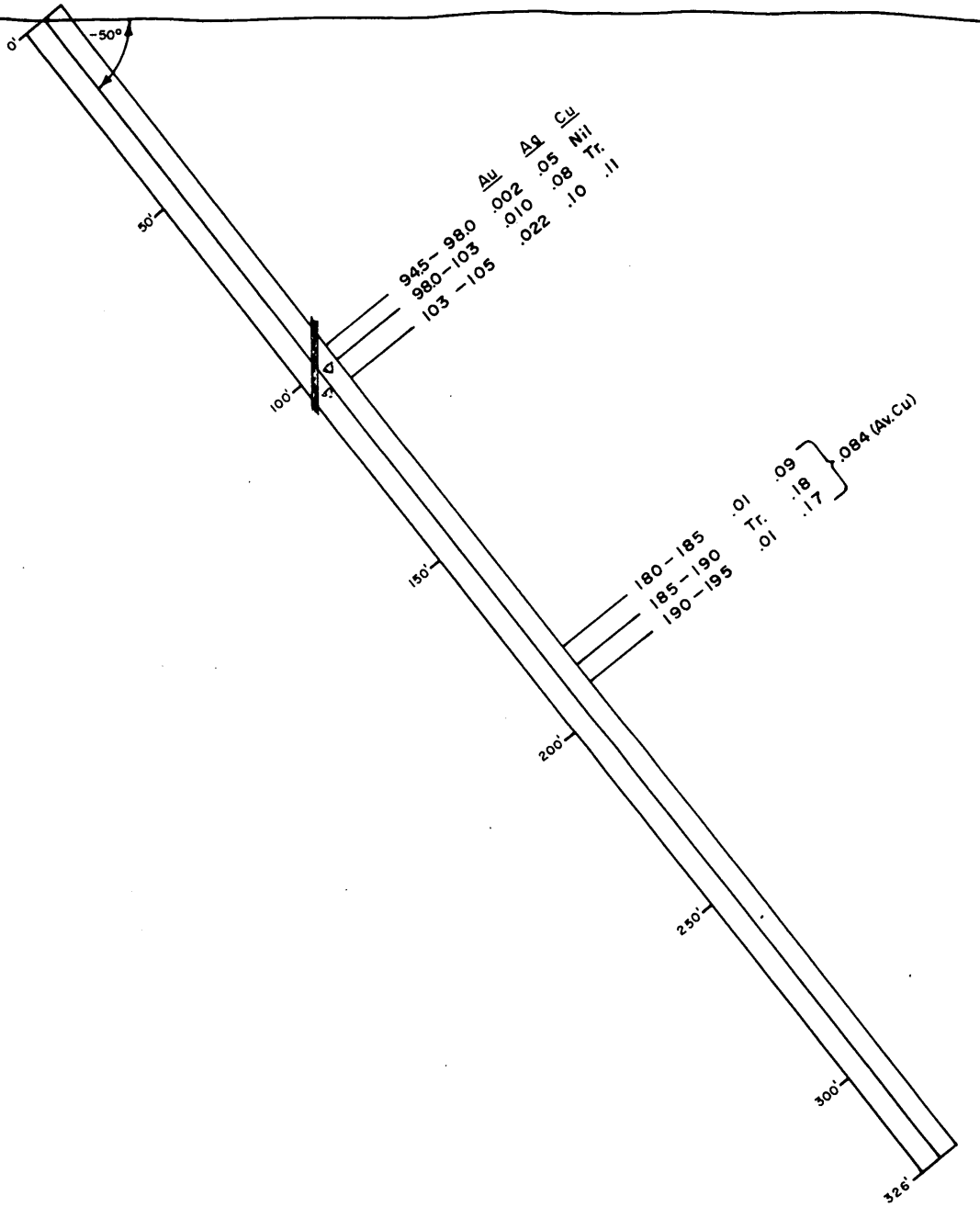
We have received a copy of a disallowance for $187.00 for 11 hours of bulldozing on the Operator's June-August, 1965 voucher.

Amendment No. 3 dated May 1, 1965, allowed 40 additional hours of bulldozing.

If I am correct that the Operator has been short changed will you please see that restitution is made.

Hugh M. Connors

H.M.C. - 11-1-65
cc: 2189
Chron



W.S. MOORE CO.

SUMMITVILLE MINES

GEOLOGIC-ASSAY LOG
HOLE GSA-1

SECTION LOOKING N.

Scale: 1"=40' September, 1965

CHARLES E. MELBYE
Geological Engineer

DRAFT
FMMurphy/GCSel[illegible]dge/gla
5-5-65

Docket copy

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

AMENDMENT NO. 3

It is agreed this _____ day of _____, 1965, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and W. S. Moore Co., hereinafter called the "Operator," that Exploration Contract 2189 (OME-6344), dated May 22, 1964, as amended, is further amended effective May 1, 1965, as follows:

1. In Exhibit A under the heading Description of the Work, Stage II, the following is added:

North Annie Vein Subproject

Four holes may be drilled in the oxidized zone under this subproject. The locations, bearings, inclinations, and depths of three of these holes are indicated in Fig-1, entitled "--- Geochemical Map North Annie Vein Area ---," attached hereto and made part hereof. The fourth hole may be drilled in accordance with specifications mutually agreed upon by the Government and Operator.

It is estimated that this project will require 1,100 feet of drilling, 110 core boxes, 80 assays for gold and silver and possibly copper, and 40 hours of bulldozing to prepare the drill sites. The cost of the work under this subproject shall be met by funds not required for other Stage II subprojects at the same actual and fixed unit costs.

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

THE UNITED STATES OF AMERICA

By_____
Acting Director, Office of
Minerals Exploration

W. S. MOORE CO.

By_____

Title_____

JUNE-AUGUST, 1965 NARRATIVE REPORT

SUMMITVILLE MINES PROJECT

W. S. MOORE CO.

Rio Grande County, Colorado

INTRODUCTION

Exploration work under the contract has been slow in getting started this summer due to the record heavy winter snows which were being cleaned out in June and July, followed by additional delays due to the unavailability of drilling contractors. Actual drilling started in August, but preparations for drilling started by June 1st, as agreed to upon recessing last fall.

No. 3 (Stage II)

All exploration work is on the North Annie vein extension, which was new work approved by amendment, and this is being designated as Stage I, although both Stage I and II exploration have previously been completed under the contract.

DESCRIPTION OF COMPLETED WORK

Bulldozer Work

A total of 20 hours has been used in completion of drill sites for Holes GSA-1 and GSA-2.

Drilling

Only GSA-1 has been completed, although Hole GSA-2 is well along and will be billed next month. Total depth was 326 feet. A total of 160 feet of reaming was required. NX core size was used throughout, and hole angle was -50°. Drilling progressed very well, and no unusual troubles were encountered. Average core recovery was 98.6%.

GEOLOGY AND ASSAY RESULTS

Hole GSA-1

This hole penetrated the heart of the strong geochemical anomaly

which strikes northwestward and was believed to represent the extension of the Annie vein. However, no silicified vuggy vein material was found and only weak quartz-alunite alteration near the bottom of the hole. The quartz-latite porphyry, found throughout the hole, shows strong chlorite-montmorillonite alteration and is usually strongly brecciated with the fragments cemented by quartz, calcite, and pyrite with occasional copper sulphides, which is very likely enargite. The only structure approaching that of a vein was from 98' - 108', where a silicified fault zone was found. The assay from 103'-108' was .022 oz Au, .10 oz AG, and .11% Cu.

Three assays from a typical section of brecciated quartz latite porphyry with abundant pyrite and some enargite were run. These showed only minor gold and silver, but a composite ran .084% Cu. Although this copper content is far from ore-grade, it is nevertheless very appreciable, and, based on visual logging, a large portion of this hole will very likely assay similarily. This disseminated copper content over a width of at least 200 feet could easily be the cause of the geochemical anomaly and most likely is the cause. Additional attention is very likely warranted from the standpoint of a porphyry copper potential, but this, of course, could not be done under the OME contract.

Respectfully submitted,

Charles E. Melbye

Charles E. Melbye
Geological Engineer
Consultant to W. S. Moore Co.

September 20, 1965

amendment #3
reference to CV.

Ref. to Hole F-4 in
Jerusalem Veins
by Selfridge memo
4 May 1965

Diamond Drilling
Summitville, Colorado
OME Contract 2189
W.S. Moore Co.
September 1965

OFFICIAL
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O. M. E.
RECEIVED
SEP 20 1965

INITIALS	CODE
	120
	~~120~~

6-95 (Revised)
(April 1955)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

REFERENCE SLIP

Route to:	Name	Room
1.	H. M. Connors	
2.		
3.		
4.		
5.		

For:

..... Action	..... Record of .....
..... Approval	..... Referring to .....
..... Comment	..... Reply for signature of .....
..... Conference	..... Rewriting
..... Consideration	..... See or call me
..... Filing	..... Signature
..... Initials	..... Suggestions
..... Instructions	..... Surname
..... Investigation	..... Your information
..... Mailing	
..... Note and return	
..... Previous correspondence	
..... Recommendation	

Remarks:

Buck, enclosed are following pictures made when on our OME trip together. You, in turn if you wish, can send these to the operators.

8x10 D-3324-DX
5x 7 D-3333-DX
D-3342-DX

4x4-1/2 D-3345-DX, 3350, 3342, 3334, 3342, 3335, 3335, 3333, 3333, 3333, 3333

From *(Name)*
Robert W. Geehan Date 9/17/65

Division—Office—Address

Ext: Room:

U. S. GOVERNMENT PRINTING OFFICE : 1957—O-416832 869-682

Photograph Sept. 1965

CHARLES E. MELBYE AND ASSOCIATES

MINING - GEOLOGICAL - GEOPHYSICAL - ENGINEERS

September 2, 1965

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O. M. E.
RECEIVED
SEP 7 1965
INITIALS | CODE
120

Mr. Hugh M. Connors
Acting Field Officer
Office of Mineral Exploration
Denver Federal Center
Denver, Colorado

Re: OME-6344
Contract No. 2189
W. S. Moore Co.
Summitville Mines

Dear Mr. Connors:

In regard to the drilling in progress on the geochemical anomaly along the North Annie vein extension, this letter is to request permission to extend Hole GSA-2 beyond the estimated length of 200 feet. (Map Fig. 1. of amendment No. 3 — Map shows depths but amendment does not limit depths) it does.

Hole GSA-1 was drilled to 326 feet with no actual vein material encountered. Only a mineralized fault was hit from 95'-100', but the expected quartz-alunite alteration around veins was absent. Therefore, since the geochemical anomaly is quite broad (about 200 feet), and no outcrops are present on which to base the exact vein location, it appears wise to extend Hole GSA-2 to about 400 feet. This will insure that the vein will not be missed in case it is farther east, and if no vein is found in this distance, Hole GSA-3 will not have to be drilled.

= 284' would be beyond depth of geochem?

Your consideration of this request will be appreciated.

Sincerely,

Charles E. Melbye

Charles E. Melbye
Consultant to W. S. Moore Co.

71/400

9/3/65

I gave verbal approval on this.

Hugh M. Connors

P. O. BOX 309 | 2020 FOOTHILLS ROAD | 303: 279-1542
GOLDEN, COLORADO 80402

MME FORM 60
SEPT. 19

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JAN 4 1966
INITIALS CODE

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Docket No. 6344
Contract No. 14-23-090-2189 Stage II
Contract Amount $ ~~81,440.00~~ 50 40,720.00
Gov't. Participation % $
Mineral(s)

OPERATOR'S MONTHLY VOUCHER

For Month of Sept. 1965

Operator's Name W. S. Moore Co.
Address 400 Torrey Building, Duluth, Minnesota

COST CATEGORIES	FOR OPERATOR'S USE			FOR GOVERNMENT APPROVAL ONLY		
	MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE	MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE
Fixed Unit Costs and						
(1) Independent Contracts:						
Bulldozing	187.00	493.00	680.00			
Drifting						
Crosscutting						
Drilling	-0-	5,074.50	5,074.50			
Cementing	-0-	190.00	190.00			
Reaming	-0-	132.00	132.00			
(2) Personal Services:						
Supervision & Technical						
Outside Consultants						
xxxIncid.Allow.	-0-	302.00	302.00			
(3) Operating Mat'l. & Supplies:						
Timber						
Explosives						
Pipe						
Rail						
Cement.Materials	-0-	146.52	146.52			
Core boxes	-0-	75.00	75.00			
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehab. & Repairs:						
Buildings, Fixtures, etc.						
Operating Equipment						
(6) New Buildings, Fixtures, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Analytical Work	-0-	79.00	79.00			
Payroll Taxes						
Employee's Liability Ins.						
TOTALS	187.00	$6,492.02	$6,679.02			

I certify that the above bill is correct and just and that payment therefor has not been received.

Date Nov. 26, 1965 Payee W. S. Moore Co.

Per Warren S Moore Title President

* 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.

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

(INSTRUCTIONS ON REVERSE)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 93.50 P' 14X0804

Signature
(Authorized Certifying Officer)

Date DEC 28 1965 Vou. No. 4770

(SEE OTHER SIDE)

Certification by Government Representative:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating an exploration project in accordance with the terms of Contract No. 2189

Signature J. William Hooker Title Field Officer Date 12-14-65

Approved by OME Executive Officer or Alternate:

Signature J. William Hooker Title Field Officer Date 12-14-65

OPERATOR'S MONTHLY REPORT

The Operator, under an Office of Minerals Exploration contract, is required to report monthly to the Government. The report consists of three parts.

FIRST, the Operator's Monthly Voucher on MME Form 60 listing the project costs incurred and claimed by the Operator is the voucher basis for payment of the Government's share of the cost.

SECOND, the Operator's Progress Report on MME Form 61 is a statistical report of the units and cost of of work performed under the contract.

THIRD, the Operator's Narrative Report is a concise description of the work performed, results accomplished, and any unusual situations encountered, illustrated and supported by engineering-geological maps or sketches, drill hole logs, assay reports, etc., as pertinent.

The Operator submits the original and four copies of each of the three sections of this report to the OME regional Executive Officer at the end of each month during the life of the contract.

PREPARATION OF OPERATOR'S MONTHLY VOUCHER, MME FORM 60

After all applicable spaces are filled in, the Operator or his agent must sign the certification in the lower left corner. Categories (2) through (7) apply to "Actual Cost" contracts only.

Under "Fixed Unit Costs" and Category (1) report, (a) the total fixed unit costs of work performed under contract provisions for contribution by the Government on a basis of "fixed unit costs"; and (b) the claimed costs of work performed on a unit-price basis by independent contractors.

Under Category (2) include the claimed costs of all payrolled and invoiced supervisory, technical, and labor personnel, except the costs for services applicable to Categories (5) and (6).

Under Category (3) include the claimed costs of all project materials and supplies other than those used for work under Categories (5) and (6).

Under Category (4) report claimed rentals on equipment belonging to a third party, claimed payments or obligations for payments on the Operator's purchase of equipment, and claimed depreciation for the use of Operator-owned equipment.

Under Categories (5) and (6) include all claimed costs of labor, supervision, technical services, operating materials and supplies, and all other items used in (5) the initial rehabilitation and repairs of existing buildings, fixtures, installations (exclusive of mine workings), and operating equipment; and (6) the installation or construction of new buildings, fixtures, and fixed improvements (exclusive of mine workings). Do not report these costs under Categories (2), (3), (4), and (7).

Under Category (7) include all miscellaneous claimed costs such as repairs (other than initial) and maintenance of equipment, sampling and analysis, travel, communication, accounting, office expenses, and the Operator's share of payroll taxes and insurance.

Except for amounts claimed under "fixed unit costs" provisions of the contract, all costs claimed in this voucher must be supported by documentary evidence consisting of: (a) certified copies or transcripts of payrolls which list each employee, wage rate, period of employment, gross earnings, itemized deductions, and net earnings; (b) original or certified copies of invoices, statements of accounts, or purchase orders which indicate items of materials or services, quantities, unit prices, total charges, and payment terms; and (c) certified memoranda of the Operator for such items as depreciation of Operator-owned equipment, unemployment taxes, and employee's liability insurance. The certification may be stated thus, "Certified True Copy (or Transcript)", followed by the signature of the Operator or his agent. One copy of each document should accompany the original of this voucher.

The requirement for submitting documentary evidence of claimed costs may be waived by the OME regional Executive Officer if he determines that it is impracticable for an Operator to submit this material. In any case of waiver of this requirement an "on-site" audit by an OME auditor is mandatory prior to payment of the final Operator's Monthly Voucher.

MME FORM 61
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OPERATOR'S PROGRESS REPORT For Month of SEPT. 1965 Docket No. 6344

Operator's Name W. S. Moore Co. Contract No. 14-23-090- 2189 Stage II

OPERATION	UNITS	FOR OPERATOR'S USE: UNITS THIS MONTH	UNITS TO DATE	COSTS TO DATE	FOR GOVERNMENT USE: APPROVED UNITS THIS MONTH	APPROVED UNITS TO DATE	APPROVED COSTS TO DATE
Drifting							
Crosscutting							
Raising							
Shafts							
Winzes							
Other Underground							
Drilling, Core-Diamond ~~NX~~	Ft	0	629	4,245.75			
BX,0-200 ~~xxx~~ Rotary	Ft	0	6	37.50			
Drilling, Non-core-Diamond	Ft	0	15	82.50			
Core,BX,200-400 ~~xxx~~ Rotary	Ft	0	105	708.75			
Reaming ~~xxx~~ NX Percussion	Ft	0	33	132.00			
Cementing ~~xxxxx~~	Hr	0	19	190.00			
Miscellaneous Core boxs	Ea	0	75	75.00			
Incid. Allowance	Ft	0	755	302.00			
Roads and Trails	Hr	11	40	680.00			
Stripping							
Trenching							
Test Pitting							
Other Surface Work							
Initial Rehabilitation and Repairs							
Rehabilitation of Mine Workings							
New Buildings, Fixtures, etc.							
Operating Equipment Purchases Cementing Materials				146.52			
Analytical Work				79.00			
TOTAL TO DATE *(per MME Form 60)*				$6,679.02			$6,679.02

REMARKS

(Continue on back)

REMARKS

(Continue on back)

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 Nov. 26,1965 Operator W. S. Moore

Per Warren S Moore Title President

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

I certify that the information above is complete and accurate to the best of my knowledge and belief.

Signature J. William Fisher

Title Field Office Government Representative

Date 12-14-65

(INSTRUCTIONS ON REVERSE)

REMARKS *(Cont.)*

REMARKS *(Cont.)*

INSTRUCTIONS FOR PREPARING OPERATOR'S PROGRESS REPORT, MME FORM 61

This report is the second of the three parts of the Operator's Monthly Report. Submit the original and four copies.

The cost for each operation should be the total of all claimed costs attributable to that type of work with two exceptions, namely—operating equipment purchased and analytical work which are stated separately. For example, drifting costs should be the total of all costs chargeable to drifting including supervision, technical services, timbering (if any), etc. Similarly, drilling costs should include the cost of cementing, reaming, core boxes, etc. This procedure of distribution holds whether the contract was written on an actual cost or a unit cost basis, or some combination of the two. Distribute the cost of such general items as supervision, equipment rented, etc. according to relative footages or on some other conventional basis. The item "Initial Rehabilitation and Repairs" covers all rehabilitation and/or repairs other than the rehabilitation of mine workings.

The item titled "Drilling, Non-core Percussion" includes all drilling performed with wagon, jack-hammer, stoper and mounted drills. The several items labelled "Other" are provided to take care of particular exploration operations not specified on this form.

MME FORM 60
SEPT. 1965

OFFICIAL COPY
O. M. E.
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NOV 23 1965
INITIALS CO. E
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UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Docket No. 6344
Contract No. 14-23-090-2189 Stage I
Contract Amount $ 81,440.00
Gov't. Participation % 50 $ 40,720.00
Mineral(s) Gold-silver

OPERATOR'S MONTHLY VOUCHER

For Month of SEPT. 1965

Operator's Name W. S. Moore Co.
Address 400 Torrey Building, Duluth, Minnesota

COST CATEGORIES	FOR OPERATOR'S USE			FOR GOVERNMENT APPROVAL ONLY		
	MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE	MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE
Fixed Unit Costs and						
(1) Independent Contracts:						
Bulldozing	-0-	$ 2,737.00	$ 2,737.00			
Drifting						
Crosscutting						
Drilling	2,756.00	12,479.15	15,235.15			
Mobilization	-0-	250.00	250.00			
Cementing	-0-	325.00	325.00			
(2) Personal Services: Reaming	-0-	712.00	712.00			
Supervision & Technical						
Outside Consultants						
xxxIncid. Allow	164.80	744.32	909.12			
(3) Operating Mat'l. & Supplies:						
Timber						
Explosives						
Pipe						
Rail						
Cement Materials	-0-	42.28	42.28			
Core boxes	40.00	188.00	228.00			
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehab. & Repairs:						
Buildings, Fixtures, etc.						
Operating Equipment						
(6) New Buildings, Fixtures, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Analytical Work	-0-	368.50	368.50			
Payroll Taxes						
Employee's Liability Ins.						
TOTALS	$2,960.80	17,846.25	20,807.05			

I certify that the above bill is correct and just and that payment therefor has not been received.

Date Oct. 30, 1965 * Payee W. S. Moore Co.

Per Francis Moore Title President

* 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.

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

(INSTRUCTIONS ON REVERSE)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 1480.40

Signature 14X0804
(Authorized Certifying Officer)

Date NOV 23 1965 Vou. No. 3865

(SEE OTHER SIDE)

Certification by Government Representative:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating an exploration project in accordance with the terms of Contract No. 2189

Signature Hugh M. Connors Title _____ Date _____

Approved by OME Executive Officer or Alternate:

Signature Hugh M. Connors Title Field Officer Date 11-9-65

OPERATOR'S MONTHLY REPORT

The Operator, under an Office of Minerals Exploration contract, is required to report monthly to the Government. The report consists of three parts.

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The Operator submits the original and four copies of each of the three sections of this report to the OME regional Executive Officer at the end of each month during the life of the contract.

PREPARATION OF OPERATOR'S MONTHLY VOUCHER, MME FORM 60

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Under Category (3) include the claimed costs of all project materials and supplies other than those used for work under Categories (5) and (6).

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Under Category (7) include all miscellaneous claimed costs such as repairs (other than initial) and maintenance of equipment, sampling and analysis, travel, communication, accounting, office expenses, and the Operator's share of payroll taxes and insurance.

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MME FORM 61
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OPERATOR'S PROGRESS REPORT For Month of SEPTEMBER 1965 Docket No. 6344

Operator's Name W. S. Moore Co. Contract No. 14-23-090- 2189 Stage I

OPERATION	UNITS	FOR OPERATOR'S USE: UNITS THIS MONTH	UNITS TO DATE	COSTS TO DATE	FOR GOVERNMENT USE: APPROVED UNITS THIS MONTH	APPROVED UNITS TO DATE	APPROVED COSTS TO DATE
Drifting							
Crosscutting							
Raising							
Shafts							
Winzes							
Other Underground							
Drilling, Core-Diamond NX	Ft	392	2187.8	$14,767.65			
Rotary							
Drilling, Non-core-Diamond	Ft	20	85	467.50			
Reaming	Ft	0	178	712.00			
Cementing	Hr	0	32.5	325.00			
Mobilization	Ea	0	1	250.00			
Miscellaneous Core boxes	Ea	40	228	228.00			
Incid. Allowance	Ft	412	2272.8	909.12			
Roads and Trails	Hr	0	161	2,737.00	??? See Amendment #3		
Stripping							
Trenching							
Test Pitting							
Other Surface Work							
Initial Rehabilitation and Repairs							
Rehabilitation of Mine Workings							
New Buildings, Fixtures, etc.							
Operating Equipment Purchases Cement. Materials				42.28			
Analytical Work				368.50			
TOTAL TO DATE *(per MME Form 60)*				$20,807.05			$20,807.05

REMARKS

(Continue on back)

REMARKS

(Continue on back)

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 Oct. 20, 1965 Operator W. S. Moore Co.

Per Warren S Moore Title President

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

I certify that the information above is complete and accurate to the best of my knowledge and belief.

Signature Hugh M. Thomas

Title Field Officer
Government Representative

Date 11-9-65

(INSTRUCTIONS ON REVERSE)

REMARKS *(Cont.)*

REMARKS *(Cont.)*

INSTRUCTIONS FOR PREPARING OPERATOR'S PROGRESS REPORT, MME FORM 61

This report is the second of the three parts of the Operator's Monthly Report. Submit the original and four copies.

The cost for each operation should be the total of all claimed costs attributable to that type of work with two exceptions, namely—operating equipment purchased and analytical work which are stated separately. For example, drifting costs should be the total of all costs chargeable to drifting including supervision, technical services, timbering (if any), etc. Similarly, drilling costs should include the cost of cementing, reaming, core boxes, etc. This procedure of distribution holds whether the contract was written on an actual cost or a unit cost basis, or some combination of the two. Distribute the cost of such general items as supervision, equipment rented, etc. according to relative footages or on some other conventional basis. The item "Initial Rehabilitation and Repairs" covers all rehabilitation and/or repairs other than the rehabilitation of mine workings.

The item titled "Drilling, Non-core Percussion" includes all drilling performed with wagon, jack-hammer, stoper and mounted drills. The several items labelled "Other" are provided to take care of particular exploration operations not specified on this form.

SEPTEMBER, 1965 NARRATIVE REPORT

SUMMITVILLE MINES PROJECT

W. S. MOORE CO.

Rio Grande County, Colorado

INTRODUCTION

The only work completed under the contract during September was drilling on the North Annie vein extension, which is included under Stage I.

DESCRIPTION OF COMPLETED WORK

Hole GSA-2 was completed, which is 100 feet northwest of Hole GSA-1 and parallel to it at a bearing of N55°E. Total depth was 412 feet, which is in excess of the estimated depth, this excess having been approved by the Denver OME field officer. NX core size was used throughout, and core recovery was 99.2%. Hole angle was -45°. No reaming, cementing, or extra expense was required in completing the hole.

GEOLOGY AND ASSAY RESULTS

Hole GSA-2

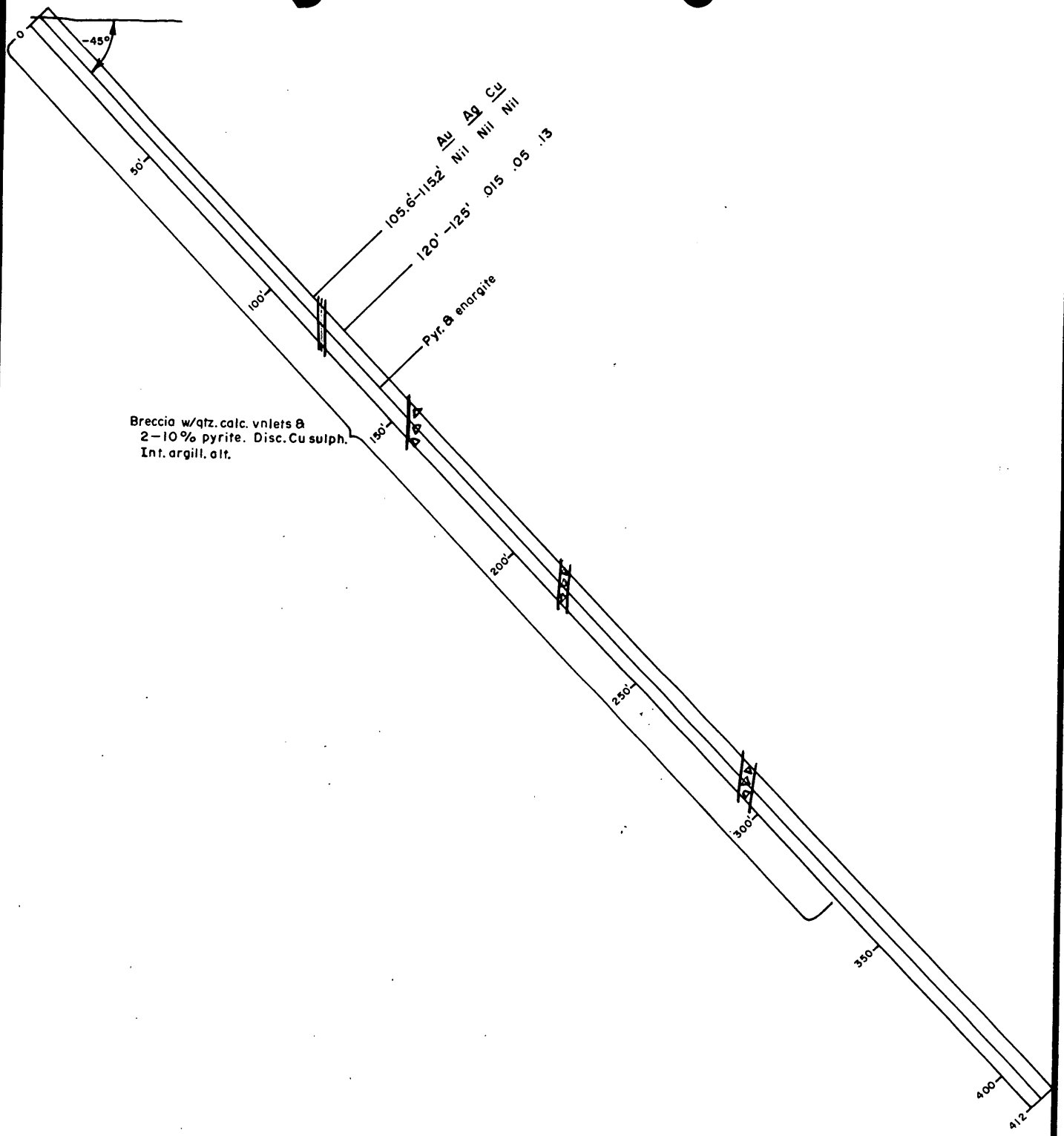
This hole again penetrated the heart of the geochemical anomaly and w was continued an extra distance to the northeast to be certain of not missing a vein in case the Cropsy Creek fault displacement was greater than expected. As with Hole GSA-1. no silica vein was found, but the quartz latite porphyry showed strong brecciation and argillis alteration for the first 320 feet, with the breccia cemented with quartz, calcite, and 5-10% pyrite. Disseminated enargite can be seen throughout. Two samples were assayed, and one showed no copper and the other .13% Cu. It is estimated that much of the breccia zone would assay close to 0.1% Cu. It is quite apparent that the substantial width of disseminated copper sulphides has accounted for the geochemical anomaly. Since the gold-silver content is also low, there is no justification for drilling the 3rd authorized hole farther northwest.

This completes all presently authorized work under the contract.

Respectfully submitted,

Charles E. Melbye
Geological Engineer
Consultant to W. S. Moore Co.

October 30, 1965



W.S. MOORE CO.

SUMMITVILLE MINES

GEOLOGIC-ASSAY LOG
HOLE GSA-2

SECTION LOOKING N.

Scale: 1"=40' September, 1965

CHARLES E. MELBYE
Geological Engineer

MME FORM 60
SEPT. 1959

OFFICIAL COPY
M. E.
RECEIVED
JAN 12 1966
INITIALS

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Docket No. 6344
Contract No. 14-23-090-2189 Stage I
Contract Amount $81,440.00
Gov't. Participation % 50 $40,720.00
Mineral(s) Gold-silver

CORRECTIONS TO OPERATOR'S MONTHLY VOUCHER

For Month of SEPT. 1965

Operator's Name W. S. Moore Co.
Address 400 Torrey Building, Duluth, Minnesota

COST CATEGORIES	FOR OPERATOR'S USE			FOR GOVERNMENT APPROVAL ONLY		
	MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE	MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE
Fixed Unit Costs and						
(1) Independent Contracts:						
Bulldozing	-0-					
Drifting						
Crosscutting						
Drilling	2,756.00					
Mobilization	-0-					
Cementing	-0-					
Reaming	280.00	712.00	992.00			
(2) Personal Services:						
Supervision & Technical						
Outside Consultants						
xxxIncid.Allow.	164.80					
(3) Operating Mat'l. & Supplies:						
Timber						
Explosives						
Pipe						
Rail						
Cement.Materials	-0-					
Core boxes	40.00					
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehab. & Repairs:						
Buildings, Fixtures, etc.						
Operating Equipment						
(6) New Buildings, Fixtures, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Analytical Work	-0-					
Payroll Taxes						
Employee's Liability Ins.						
TOTALS	3,240.80					

I certify that the above bill is correct and just and that payment therefor has not been received.

Date Nov. 26, 1965 *Payee W. S. Moore Co.

Per Warren S Moore Title President

* 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.

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

(INSTRUCTIONS ON REVERSE)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 140.00

14X0804

Signature [illegible]
(Authorized Certifying Officer)

Date JAN 12 1966 Vou. No. 5258

(SEE OTHER SIDE)

Certification by Government Representative:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating an exploration project in accordance with the terms of Contract No. 2189

Signature J. William Hasler Title Field Officer Date 12-14-65

Approved by OME Executive Officer or Alternate:

Signature J. William Hasler Title Field Officer Date 12-14-65

OPERATOR'S MONTHLY REPORT

The Operator, under an Office of Minerals Exploration contract, is required to report monthly to the Government. The report consists of three parts.

FIRST, the Operator's Monthly Voucher on MME Form 60 listing the project costs incurred and claimed by the Operator is the voucher basis for payment of the Government's share of the cost.

SECOND, the Operator's Progress Report on MME Form 61 is a statistical report of the units and cost of of work performed under the contract.

THIRD, the Operator's Narrative Report is a concise description of the work performed, results accomplished, and any unusual situations encountered, illustrated and supported by engineering-geological maps or sketches, drill hole logs, assay reports, etc., as pertinent.

The Operator submits the original and four copies of each of the three sections of this report to the OME regional Executive Officer at the end of each month during the life of the contract.

PREPARATION OF OPERATOR'S MONTHLY VOUCHER, MME FORM 60

After all applicable spaces are filled in, the Operator or his agent must sign the certification in the lower left corner. Categories (2) through (7) apply to "Actual Cost" contracts only.

Under "Fixed Unit Costs" and Category (1) report, (a) the total fixed unit costs of work performed under contract provisions for contribution by the Government on a basis of "fixed unit costs"; and (b) the claimed costs of work performed on a unit-price basis by independent contractors.

Under Category (2) include the claimed costs of all payrolled and invoiced supervisory, technical, and labor personnel, except the costs for services applicable to Categories (5) and (6).

Under Category (3) include the claimed costs of all project materials and supplies other than those used for work under Categories (5) and (6).

Under Category (4) report claimed rentals on equipment belonging to a third party, claimed payments or obligations for payments on the Operator's purchase of equipment, and claimed depreciation for the use of Operator-owned equipment.

Under Categories (5) and (6) include all claimed costs of labor, supervision, technical services, operating materials and supplies, and all other items used in (5) the initial rehabilitation and repairs of existing buildings, fixtures, installations (exclusive of mine workings), and operating equipment; and (6) the installation or construction of new buildings, fixtures, and fixed improvements (exclusive of mine workings). Do not report these costs under Categories (2), (3), (4), and (7).

Under Category (7) include all miscellaneous claimed costs such as repairs (other than initial) and maintenance of equipment, sampling and analysis, travel, communication, accounting, office expenses, and the Operator's share of payroll taxes and insurance.

Except for amounts claimed under "fixed unit costs" provisions of the contract, all costs claimed in this voucher must be supported by documentary evidence consisting of: (a) certified copies or transcripts of payrolls which list each employee, wage rate, period of employment, gross earnings, itemized deductions, and net earnings; (b) original or certified copies of invoices, statements of accounts, or purchase orders which indicate items of materials or services, quantities, unit prices, total charges, and payment terms; and (c) certified memoranda of the Operator for such items as depreciation of Operator-owned equipment, unemployment taxes, and employee's liability insurance. The certification may be stated thus, "Certified True Copy (or Transcript)", followed by the signature of the Operator or his agent. One copy of each document should accompany the original of this voucher.

The requirement for submitting documentary evidence of claimed costs may be waived by the OME regional Executive Officer if he determines that it is impracticable for an Operator to submit this material. In any case of waiver of this requirement an "on-site" audit by an OME auditor is mandatory prior to payment of the final Operator's Monthly Voucher.

MME FORM 61
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

CORRECTIONS TO
OPERATOR'S PROGRESS REPORT For Month of SEPT. 1965 Docket No. 6344

Operator's Name W. S. Moore Co. Contract No. 14-23-090- 2189 Stage I

OPERATION	UNITS	FOR OPERATOR'S USE: UNITS THIS MONTH	UNITS TO DATE	COSTS TO DATE	FOR GOVERNMENT USE: APPROVED UNITS THIS MONTH	APPROVED UNITS TO DATE	APPROVED COSTS TO DATE
Drifting							
Crosscutting							
Raising							
Shafts							
Winzes							
Other Underground							
Drilling, Core-Diamond							
Rotary							
Drilling, Non-core-Diamond							
Reaming ~~xxxx~~ NX	Ft	70	248	992.00			
Churn							
Percussion							
Miscellaneous							
Roads and Trails							
Stripping							
Trenching							
Test Pitting							
Other Surface Work							
Initial Rehabilitation and Repairs							
Rehabilitation of Mine Workings							
New Buildings, Fixtures, etc.							
Operating Equipment Purchases							
Analytical Work							
TOTAL TO DATE *(per MME Form 60)*				$992.00			992.00

REMARKS

(Continue on back)

REMARKS

(Continue on back)

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 Nov. 26, 1965 Operator W. S. Moore Co.

Per Warren S Moore Title President

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

I certify that the information above is complete and accurate to the best of my knowledge and belief.

Signature J. William Hasler

Title Field Officer
Government Representative

Date 12-14-65

(INSTRUCTIONS ON REVERSE)

REMARKS *(Cont.)*

REMARKS *(Cont.)*

INSTRUCTIONS FOR PREPARING OPERATOR'S PROGRESS REPORT, MME FORM 61

This report is the second of the three parts of the Operator's Monthly Report. Submit the original and four copies.

The cost for each operation should be the total of all claimed costs attributable to that type of work with two exceptions, namely—operating equipment purchased and analytical work which are stated separately. For example, drifting costs should be the total of all costs chargeable to drifting including supervision, technical services, timbering (if any), etc. Similarly, drilling costs should include the cost of cementing, reaming, core boxes, etc. This procedure of distribution holds whether the contract was written on an actual cost or a unit cost basis, or some combination of the two. Distribute the cost of such general items as supervision, equipment rented, etc. according to relative footages or on some other conventional basis. The item "Initial Rehabilitation and Repairs" covers all rehabilitation and/or repairs other than the rehabilitation of mine workings.

The item titled "Drilling, Non-core Percussion" includes all drilling performed with wagon, jack-hammer, stoper and mounted drills. The several items labelled "Other" are provided to take care of particular exploration operations not specified on this form.

Bldg. 20, Denver Federal Center
Denver, Colo. 80225
GEOLOGICAL SURVEY

OFFICIAL
RECEIVED
AUG 5 1965

August 2, 1965

Mr. Charles E. Melbye
Consultant to W. S. Moore Co.
2220 Foothills Road
Golden, Colorado

Re: OME-6344 (Gold-Silver)
Contract 2189
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

120 m
120

Dear Mr. Melbye:

Your request dated July 14, 1965 for additional work to replace authorized work which is no longer justified, is denied.

Holes Nos. 8 and 9, drilled by Newmont, showed values were predominantly in copper, which is not eligible for exploration assistance. The sketch you presented did not show the assays for holes 6 and 7.

It appears that your proposed holes would bottom well below the zone of oxidation.

Work to date under the former DMEA contract and the present OME contract has indicated that the primary mineralization in this general area is copper and that it did not carry much silver -- about two ounces or less. Under the circumstances, your request is denied because we would have to have some firsthand proof that the minerals sought will be gold and/or silver and not base metals which are no longer on the list of minerals for OME participation.

Yours very truly,

ORIGINAL SIGNED BY
Hugh M. Connors
Acting Field Officer, OME
Region III

H.M.C. 8-2-65
cc: W. S. Moore Co.
G. C. Selfridge
Contract 2189
Chron

December 9, 1965

Mr. J. William Hasler
Acting Field Officer, OME
Denver Federal Center
Denver, Colorado

Re: OME-6344
W. S. Moore Co.
Summitville Mines
Contract No. 2189

Dear Mr. Hasler:

Enclosed are two sets of vouchers and progress reports.

The first is a rebilling of the bulldozer work under Stage II, which was previously and erroneously submitted under Stage I. The original of the Administrative Suspension Statement is also enclosed.

The second is a corrected voucher for September- Stage I to cover reaming which the drilling contractor omitted on his original invoice for Hole GSA-2. This is an authorized item under the contract. The only change then is the added $280.00 under the monthly total.

I trust this will explain these two items.

Sincerely,

Charles E. Melbye

Charles E. Melbye

M/am
cc: W. S. Moore Co.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERAL EXPLORATION

OFFICIAL COPY O.M.E. RECEIVED OCT 22 1965

INITIALS | CODE

Docket No. 6344
Contract No. 14-23-090- 2189 Stage I
Contract Amount $ 81,440.00
Gov't. Participation % 50 $ 40,720.00
Mineral(s) Gold-silver

OPERATOR'S MONTHLY VOUCHER

For Month of June-August, 1965

Operator's Name W. S. Moore Co.
Address 400 Torrey Building, Duluth, Minnesota

COST CATEGORIES	FOR OPERATOR'S USE: MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE	FOR GOVERNMENT APPROVAL ONLY: MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE
Fixed Unit Costs and						
(1) Independent Contracts:						
Bulldozing	$ 340.00	$ 2,397.00	$ 2,737.00			
Drifting						
Crosscutting						
Drilling	2,200.50	10,278.65	12,479.15			
Mobilization	-0-	250.00	250.00			
Cementing	-0-	325.00	325.00			
Reaming	600.00	112.00	712.00			
(2) Personal Services:						
Supervision & Technical						
Outside Consultants						
xxxIncid.Allow. Labor	130.40	613.92	744.32			
(3) Operating Mat'l. & Supplies:						
Timber						
Explosives						
Pipe						
Rail						
Cement. Mats.	-0-	42.28	42.28			
Core boxes	33.00	155.00	188.00			
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehab. & Repairs:						
Buildings, Fixtures, etc.						
Operating Equipment						
(6) New Buildings, Fixtures, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Analytical Work	29.00	339.50	368.50			
Payroll Taxes						
Employee's Liability Ins.						
TOTALS	$3,332.90	$14,513.35	$17,846.25			

I certify that the above bill is correct and just and that payment therefor has not been received.

Date Sept.27, 1965 Payee W. S. Moore Co.

Per Warren O Moore Title President

* 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.

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

(INSTRUCTIONS ON REVERSE)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 1572.95

14X0804

Signature
(Authorized Certifying Officer)

Date 2962 Vou. No. OCT 21 1965

(SEE OTHER SIDE)

Certification by Government Representative:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating an exploration project in accordance with the terms of Contract No. 2189

Signature Hugh M. Emmons Title _____ Date _____

Approved by OME Executive Officer or Alternate:

Signature Hugh M. Emmons Title Field Officer Date 8-10-65

OPERATOR'S MONTHLY REPORT

The Operator, under an Office of Minerals Exploration contract, is required to report monthly to the Government. The report consists of three parts.

FIRST, the Operator's Monthly Voucher on MME Form 60 listing the project costs incurred and claimed by the Operator is the voucher basis for payment of the Government's share of the cost.

SECOND, the Operator's Progress Report on MME Form 61 is a statistical report of the units and cost of of work performed under the contract.

THIRD, the Operator's Narrative Report is a concise description of the work performed, results accomplished, and any unusual situations encountered, illustrated and supported by engineering-geological maps or sketches, drill hole logs, assay reports, etc., as pertinent.

The Operator submits the original and four copies of each of the three sections of this report to the OME regional Executive Officer at the end of each month during the life of the contract.

PREPARATION OF OPERATOR'S MONTHLY VOUCHER, MME FORM 60

After all applicable spaces are filled in, the Operator or his agent must sign the certification in the lower left corner. Categories (2) through (7) apply to "Actual Cost" contracts only.

Under "Fixed Unit Costs" and Category (1) report, (a) the total fixed unit costs of work performed under contract provisions for contribution by the Government on a basis of "fixed unit costs"; and (b) the claimed costs of work performed on a unit-price basis by independent contractors.

Under Category (2) include the claimed costs of all payrolled and invoiced supervisory, technical, and labor personnel, except the costs for services applicable to Categories (5) and (6).

Under Category (3) include the claimed costs of all project materials and supplies other than those used for work under Categories (5) and (6).

Under Category (4) report claimed rentals on equipment belonging to a third party, claimed payments or obligations for payments on the Operator's purchase of equipment, and claimed depreciation for the use of Operator-owned equipment.

Under Categories (5) and (6) include all claimed costs of labor, supervision, technical services, operating materials and supplies, and all other items used in (5) the initial rehabilitation and repairs of existing buildings, fixtures, installations (exclusive of mine workings), and operating equipment; and (6) the installation or construction of new buildings, fixtures, and fixed improvements (exclusive of mine workings). Do not report these costs under Categories (2), (3), (4), and (7).

Under Category (7) include all miscellaneous claimed costs such as repairs (other than initial) and maintenance of equipment, sampling and analysis, travel, communication, accounting, office expenses, and the Operator's share of payroll taxes and insurance.

Except for amounts claimed under "fixed unit costs" provisions of the contract, all costs claimed in this voucher must be supported by documentary evidence consisting of: (a) certified copies or transcripts of payrolls which list each employee, wage rate, period of employment, gross earnings, itemized deductions, and net earnings; (b) original or certified copies of invoices, statements of accounts, or purchase orders which indicate items of materials or services, quantities, unit prices, total charges, and payment terms; and (c) certified memoranda of the Operator for such items as depreciation of Operator-owned equipment, unemployment taxes, and employee's liability insurance. The certification may be stated thus, "Certified True Copy (or Transcript)", followed by the signature of the Operator or his agent. One copy of each document should accompany the original of this voucher.

The requirement for submitting documentary evidence of claimed costs may be waived by the OME regional Executive Officer if he determines that it is impracticable for an Operator to submit this material. In any case of waiver of this requirement an "on-site" audit by an OME auditor is mandatory prior to payment of the final Operator's Monthly Voucher.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OPERATOR'S PROGRESS REPORT For Month of June-August, 1965 Docket No. 6344

Operator's Name W. S. Moore Co. Contract No. 14-23-090- 2189 Stage I

OPERATION	UNITS	FOR OPERATOR'S USE: UNITS THIS MONTH	UNITS TO DATE	COSTS TO DATE	FOR GOVERNMENT USE: APPROVED UNITS THIS MONTH	APPROVED UNITS TO DATE	APPROVED COSTS TO DATE
Drifting							
Crosscutting							
Raising							
Shafts							
Winzes							
Other Underground							
Drilling, Core-Diamond NX	Ft	326	1795.8	$12,121.65			
Rotary							
Drilling, Non-core-Diamond	Ft	0	65	357.50			
Reaming	Ft	150	178	712.00			
Cementing	Hr	0	32.5	325.00			
Mobilization	Ea	0	1	250.00			
Miscellaneous Core boxes	Ea	33	188	188.00			
Incid. Allowance	Ft	326	1860.8	744.32			
Roads and Trails	Hr	20	161	2,737.00			
Stripping							
Trenching							
Test Pitting							
Other Surface Work							
Initial Rehabilitation and Repairs							
Rehabilitation of Mine Workings							
New Buildings, Fixtures, etc.							
Operating Equipment Purchases Cementing materials				42.28			
Analytical Work				368.50			
TOTAL TO DATE *(per MME Form 60)*				$17,846.25			$17,846.25

REMARKS

(Continue on back)

REMARKS

(Continue on back)

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. 27, 1965 Operator W. S. Moore Co.

Per Warren S Moore Title President

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

I certify that the information above is complete and accurate to the best of my knowledge and belief.

Signature Hugh M. Emmons

Title Field Officer
Government Representative

Date 8-10-65

(INSTRUCTIONS ON REVERSE)

REMARKS *(Cont.)*

REMARKS *(Cont.)*

INSTRUCTIONS FOR PREPARING OPERATOR'S PROGRESS REPORT, MME FORM 61

This report is the second of the three parts of the Operator's Monthly Report. Submit the original and four copies.

The cost for each operation should be the total of all claimed costs attributable to that type of work with two exceptions, namely—operating equipment purchased and analytical work which are stated separately. For example, drifting costs should be the total of all costs chargeable to drifting including supervision, technical services, timbering (if any), etc. Similarly, drilling costs should include the cost of cementing, reaming, core boxes, etc. This procedure of distribution holds whether the contract was written on an actual cost or a unit cost basis, or some combination of the two. Distribute the cost of such general items as supervision, equipment rented, etc. according to relative footages or on some other conventional basis. The item "Initial Rehabilitation and Repairs" covers all rehabilitation and/or repairs other than the rehabilitation of mine workings.

The item titled "Drilling, Non-core Percussion" includes all drilling performed with wagon, jack-hammer, stoper and mounted drills. The several items labelled "Other" are provided to take care of particular exploration operations not specified on this form.

Bulletin [illegible]

Total [illegible]

Grand [illegible]

Remarks [illegible]

Check [illegible]

Aug [illegible]

Bal [illegible]

[illegible] 1,615.00

[illegible] 433.00

1,122.00

341.00

781.00

UNITED STATES
DEPARTMENT OF THE INTERIOR
U. S. Geological Survey
Branch of Budget and Finance
Washington, D. C. 20242

ADMINISTRATIVE SUSPENSION STATEMENT

October 20, 1965

Name and Address of Payee: W. S. Moore Co.
400 Torrey Building
Duluth, Minnesota

Amount Claimed:	Differences (Explained Below)	Amount Approved $3,145.90
$3,332.90	$187.00	Gov't share $1,572.95
Bu. Voucher No. 2962	Payee's Invoice No. ONE 6344	Period June - August, 1965

EXPLANATION

Bulldozing:

Total Authorized, Stage 1, Amendment No. 1, dated August 28, 1964	$2,550.00
Previously paid	2,397.00
Balance authorized	153.00
Amt. claimed on June - Aug., 1965 voucher	340.00
Disallowed	$ 187.00

Any restitution for items deducted must be supported by the original of this statement and submitted to the office shown above.

REP

Branch of Budget and Finance

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
7/27	Elbridge	130
"	Goldman	110
7/27	Cae	220
		120M

JUL 27 1965

Memorandum

To: Acting Field Officer, Region III

From: Chief, Office of Minerals Exploration

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado
Contract 2189

We have now reviewed the Operator's request of July 14, transmitted with your memorandum of July 15, 1965, for additional work to be done on the Missionary claim.

The Operator proposes both trenching and surface diamond core drilling, supported, in part, by anomalies for lead and copper based on geochemical soil sampling. The accompanying map pinpoints the trenching and the first five drill holes. The map also shows four holes Nos. 6, 7, 8, and 9, drilled by Newmont; and the text gives the values for Holes Nos. 8 and 9. The values are predominantly in copper which is not eligible for exploration assistance.

Hole No. 8, based on the map, has a horizontal component of 90 feet, indicating it reached a vertical depth of approximately 76 feet below the collar before which it traversed primary sulphides. Hole No. 9 has a horizontal component of 156 feet, indicating it reached a vertical depth of about 151 feet before which it traversed primary sulphides. Proposed Hole No. SM-1 to be drilled at minus 45° for 350 feet would traverse the vein midway between the intercepts of Holes Nos. 8 and 9 at a depth of 247 feet below its collar. Regardless of the unknown topography, the hole would have to traverse the vein below the zone of oxidation. Hole NM-1 would reach a vertical depth of approximately 212 feet.

Work to date under the former BMEA contract and the present OME contract has indicated that the primary mineralization in this general area is base metal (copper) and that it did not carry much silver--

23263

Johnson memo
July 27, 1965

around two ounces or less. Under the circumstances, the Operator's request is denied because we would have to have some first-hand proof that the minerals sought will be gold and/or silver and not base metals.

(signed) FRANK E. JOHNSON

Frank E. Johnson

GCSelfridge/gla (7-27-65)
cc to: Director's Reading File
Division File
Economic Geology File
OME File
OME Reading File
George C. Selfridge (2)

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20, Denver Federal Center
Denver, Colo. 80225
GEOLOGICAL SURVEY

July 15, 1965

Memorandum

To: George C. Selfridge, Chief
Office of Minerals Exploration
Geological Survey
Washington, D. C. 20240

From: Acting Field Officer, OME, Region III

Subject: OME-6344 (Gold-Silver)
Contract 2189
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

OFFICIAL COPY
O. M. E.
RECEIVED
JUL 19 1965
INITIALS | CODE
120
120

Attached is the Operator's request for additional work to replace authorized work.

It appears to have merit and I recommend an amendment be prepared to allow the change.

Hugh M. Connors

H.M.C. (7-15-65)
cc: 2189
Chron

CHARLES E. MELBYE AND ASSOCIATES

MINING - GEOLOGICAL - GEOPHYSICAL - ENGINEERS

July 14, 1965

Mr. Hugh M. Connors
Acting Field Officer
Office of Mineral Exploration
Denver Federal Center
Denver, Colorado

Re: OME-6344
Contract No. 2189
W. S. Moore Co.
Summitville Mines

Dear Mr. Connors:

In regard to the loan contract now in effect at Summitville, Colorado, this letter will outline a request for additional work to replace authorized work no longer justified. Those portions of the contract which can be replaced are listed in my letter of April 15, 1965.

This new work is all on the Missionary vein system. It was not requested previously since there was one claim, the Missionary patented claim, which was not owned by the owners, the Reynolds-Morse Corporation. It has now been acquired through a quiet title Civil Action No. 6469, and a copy of the judgment is enclosed.

The Missionary vein system is the only major one in the district which has not been explored or mined to any extent in the gold-silver oxide zone. The reasons for this are that 1) this E-W vein system strikes north of all underground workings on South Mountain and therefore was not opened up in the course of other development, and 2) the outcrop of the vein is largely soil-covered which prevented any simple evaluation during early prospecting of the district.

During 1964, geochemical soil sampling was completed over the vein area, with lines at 200-foot spacings and samples at 100-foot spacings. Analyses were run for Pb and Cu, since these have been found to be good indicators of the Summitville gold-silver veins. As can be seen, the copper values are quite high over a wide area, with many in the +1000 range. Those high copper values directly below the Chandler dump are most likely due to copper rich mine waters which have run over the dump and out on the flats below, since corresponding lead valued (being insoluble) are low. Only where copper and lead values are both high is significance assigned as indicating the soil-covered vein. Therefore, a large anomaly around the gossan outcrop on the South Missionary vein and two smaller anomalies to the east are believed important. A large anomaly at the west end and a smaller one to the east on the North Missionary vein are considered of importance. The lack of sizeable anomalies over the east end, where past exploration has found ore, is ascribed to a greater thickness of alluvium

P. O. BOX 309 2020 FOOTHILLS ROAD 303: 279-1542
GOLDEN, COLORADO 80402

near the major Wightman Fork drainage.

Many samples by Newmont Mining Corp. are shown on the accompanying map. Most of these are from pits away from the vein and are not too important, but three ore stockpile samples from n ear the Missionary shaft give some idea of expected ore grade:

Oz. Au	Oz. Ag
.16	5.96
.78	17.70
.12	4.14
.18	4.18

An outcrop 500 feet west on the North Missionary vein assays:

Oz. Au	Oz. Ag
.21	6.29
1.62	2.26

Two Newmont drill holes explored the South vein and found a very impressive vuggy silica vein from 35' - 55' wide. From 20-50% of the vein was pyrite with copper sulphides. Although core recovery was very poor (33%-77%), and some values were probably lost, grades were as follows:

	Depth	Oz.Au	Oz.Ag	%Cu
Hole #8	81'-91'	.03	1.4	3.24
	102'-111'	.02	.7	3.60
9	196.5'-197.3'	.11	2.90	8.20
	207.5'-211'	.06	1.46	2.80

The width and potential strike length of this vein system is very impressive and certainly justifies considerable exploration.

The following work is proposed: A series of ten bulldozer cuts, five on each vein are first proposed to better expose the vein for sampling. Four drill holes are presently planned and shown on the plan map-two on each vein. A fifth vertical hole, SM-3 is proposed midway between the veins to explore an apparent flat-lying vein zone found in the two Newmont Holes 6 and 7 (depths of each about 35 feet). An additional 700 feet on the South vein and 900 feet is proposed to explore the favorable zones found in the bulldozer cuts. These holes are all shallow holes and well within the oxide zone in the Summitville district where gold-silver have been the principal values. Total cost breakdown is as follows:

Bulldozer Cuts - Exploration	80 hrs.	@	$17	$1360.00
Drill Sites	100 hrs.	@	17	1700.00
Drilling - N. Vein	1400'	@	6.75	
S. Vein	1400'	@	6.75	
	2800'	@	6.75	18900.00
Incidental Allowance	2800'	@	.40	1120.00
Core boxes	280	@	1.00	280.00
Assays	200	@	4.00	800.00
TOTAL				$24,160.00

At the conclusion of the present authorized work, a total of $29,980.37 will have been spent, leaving a balance of $51,459.63 on the contract which is more than adequate to cover this Missionary exploration.

Your consideration of this request will be greatly appreciated.

Sincerely,

Charles E. Melbye

Charles E. Melbye
Consultant to W. S. Moore Co.

M/am
cc: W. S. Moore Co.

to report for induction into, the military service as defined by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended; [illegible]

[illegible]

Summit Mining District:

Dilworth (3/2 interest)	Survey No.	1106
Missionary	Survey No.	124
Aztec Lode	Survey No.	821
Aztec Millsite	Survey No.	821
Schiffer Placer	Survey No.	1468
Fr. Magic	Unknown	
Dewitt	Unknown	
Schiffer Lode	Unknown	
Summit	Unknown	
Fr. Major	Unknown	

Crater Mining District:

Robert Burns Lode (10/120 interest)	Survey No.	9932

The percentage in the above properties is owned by the plaintiffs as follows:

Brad C. Morse:	33 1/3%
Eudorah M. Moore:	25%
Anson C. Moore:	8 1/3%
Ann M. Tippit:	25%
John H. Tippit:	8 1/3%

that complete fee simple title in and to said real property be and the same hereby is quieted in and to the above persons, and that each of the defendants has no right, title, or interest in or to the said real property or any part thereof, and that they are forever enjoined from asserting any claim, right, title or interest in or to the said real property or any part thereof.

Done in open Court this 12th day of June, 1968.

BY THE COURT:

/s/ Richard K. Conroy
Judge

Approved as to form.

Fee received.

/s/ Gordon H. Davis Jr.
Military Attorney

Form 205 CERTIFICATE OF COPY—Out West Printing and Stationery Co., Colorado Springs, Colorado V-7097

STATE OF COLORADO,
RIO GRANDE County. } ss.

I, Sabina C. Carson Clerk of the District Court of Rio Grande County, in the State aforesaid, do hereby certify the above and foregoing to be a true, perfect and complete copy of Decree

in a certain cause lately pending in said Court, ~~on the xxxxxxxxxxxxxxxxxxxxxxxx thereof~~, wherein Brad G. Morse, et al

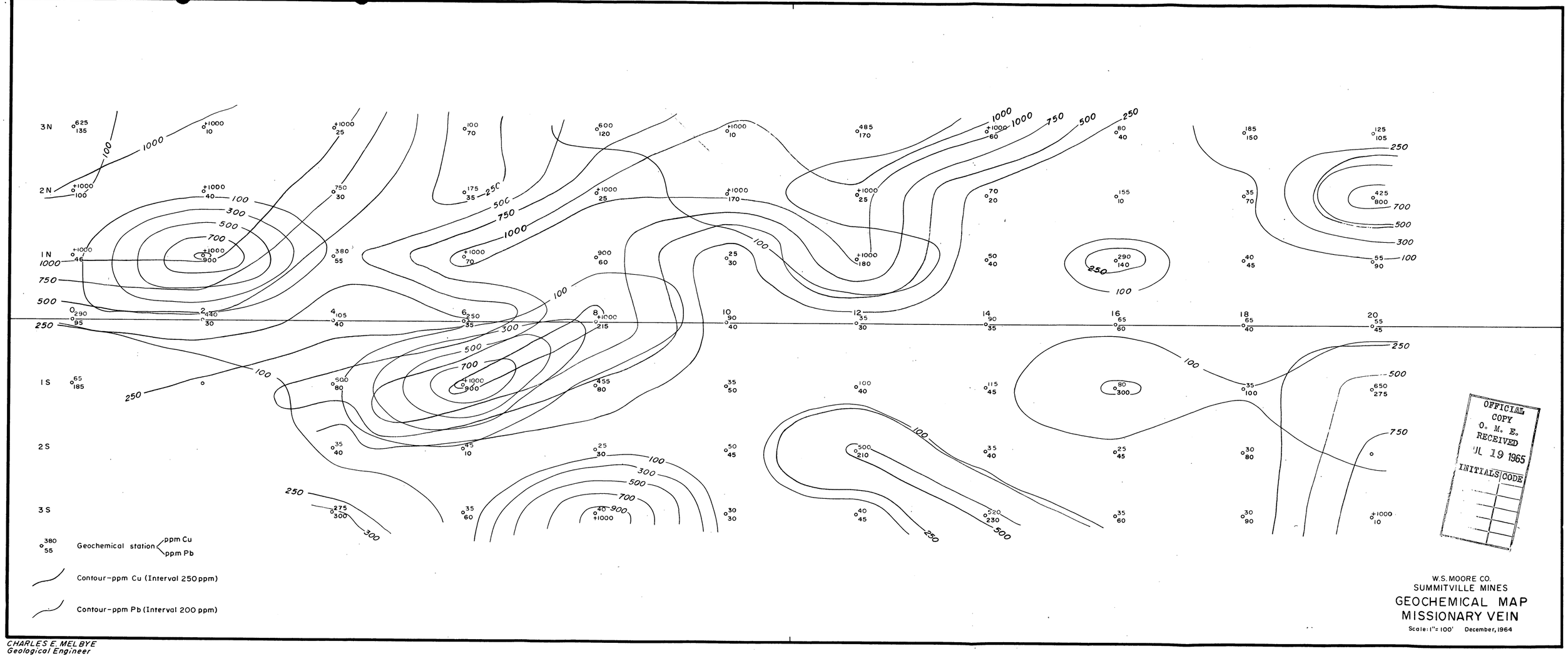
was Plaintiff and Frances Andrews, et al

was Defendant.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of said Court, at Del Norte this 18th day of June, A. D. 19 65

Sabina C. Carson
Clerk

By
Deputy



CHARLES E. MELBYE
Geological Engineer

Bldg. 20, Denver Federal Center
Denver, Colo. 80225

May 17, 1965

OFFICIAL COPY
O. M. E.
RECEIVED
MAY 19 1965

INITIALS	CODE
GEF	800
	120
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W. S. Moore Co.
400 Torrey Building
Duluth, Minnesota

Re: OME-6344 (Gold-Silver)
Contract 2189
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colo.

Dear Mr. Moore:

Enclosed are the original and three copies of proposed Amendment No. 3 signed by the Acting Director for the Government.

All copies should be signed by an authorized representative of your company. Retain the Operator's copy and return the remaining copies to this office.

If any part of the proposed amendment does not have your approval, the original and all copies are to be returned to this office together with your proposed changes for consideration.

Based upon the results obtained on Stage I of the contract no work under Stage II will be authorized on the Hidden Vein subproject, the Annie Vein subproject, the Dexter Vein subproject, and the Esmond-Pickins Cross Vein subproject. By not authorizing Stage II of these projects, makes funds available for the new subproject and saves rewriting the greater part of Exhibit A.

Yours very truly,

ORIGINAL SIGNED BY

Hugh M. Connors
Acting Field Officer, OME
Region III

H. M. Connors (5-17-65)
cc: G. C. Selfridge
C. E. Fisher
2189
Chron
Melbye

1st April 15, 1965
containing references
to CV targets

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
	GCS	130
5/11	[illegible]	110
	[illegible]	100
5/11	CAC	220
		120m

MAY 1 1 1965

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Exploration Operations

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado
Contract 2189

In reference to your memorandum of April 16, 1965, enclosed are the original and four copies of proposed Amendment No. 3, signed by the Acting Director for the Government. An extra copy is also enclosed for field use.

If the proposed amendment is satisfactory to you and the Operator, all five copies should be signed by an authorized representative of the Operator. Thereafter, please distribute the copies in the usual manner.

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

You will note that the amendment has just added the new subproject without any deletions in the description of the work and changes in the costs. When forwarding the amendment, if it meets your approval, you should inform the Operator that based upon the results obtained under Stage I of the contract no work under Stage II will be authorized listing the subprojects mentioned in the Operator's request of April 15, 1965, for additional work. This will mean the Hidden Vein subproject, the Annie Vein subproject, the Dexter Vein subproject, and the Esmond-Pickens Cross Vein subproject. By not authorizing Stage II of these subprojects makes funds available for the new subproject and saves rewriting the greater part of Exhibit A.

George C. Selfridge (gcs)

Enclosures

GCSelfridge/mm (5/10/65)
cc: Director's Reading File
Review Committee
Docket
Mr. Selfridge

Negative of a map accompanying Amend. #3 filed in Map case in File Room - 5th drawer

23263

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20, Denver Federal Center
Denver, Colo. 80225

May 20, 1965

INITIALS
120 m
120

Memorandum

To: George C. Selfridge, Chief
Division of Exploration Operations
Washington, D. C. 20240

From: Acting Field Officer, OME, Region III

Subject: OME-6344 (Gold-Silver)
Contract 2189
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

Attached are the Government's, Fiscal Section's, and Audit's copies of executed Amendment No. 3 to the subject contract.

Hugh M. Connors

Hugh M. Connors

H.M.C. (5-20-65)
cc: 2189
Chron

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
5/4	[illegible]	130
	[illegible]	800
5/4	[illegible]	110
5/4	[illegible]	100
5/5	[illegible]	220
		120M

MAY 5 1965

AIRMAIL

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Exploration Operations

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Reference is made to your memorandum of April 16, 1965, enclosing the Operator's request of April 15 for additional work under the contract.

Based on available information, the DMEA participated in an exploration at the subject property for copper-lead under Docket DMEA-4643. Results of the work indicated that the mineralization was predominately copper.

The original application under the subject docket proposed some work in the unoxidized zone for gold and silver. In a memorandum of March 5, 1964, we pointed out that the gold-silver values were low below the oxide zone and that we would not give favorable consideration to work that would add to copper reserves. We also stated that if the Applicant could revise its application for exploration work that would be confined to a search for new deposits of gold and silver ores in the oxidized zone, further consideration could be given to such an application. The revised application set forth such work. This matter was also discussed with Mr. Melbye when he visited us on March 9, 1964, as we wrote you in our memorandum of March 10.

With his letter of March 27, 1964, to you Mr. Melbye submitted a revised OME application stating the changes made had been designed to keep exploration well within the oxide zone where gold-silver would be the predominant values and also to eliminate drilling which was more in the nature of further development of known ore blocks or previously mined ore blocks. No changes were made in the amended application for the Tewksbury Pipe Project as the holes were to be drilled at shallow angles.

The subject contract under Stage I provided for two holes, T-1 and T-2, to be drilled to explore a circular area some 250 feet in diameter. These holes were to be approximately 350 feet in length and were to be drilled westerly at angles of -10°. Under Stage II, three or four holes were to be drilled to explore the zone and possibly the Parole vein to the southwest.

In a memorandum of August 13, 1964, the Operator requested permission to start Stage II. The first hole was to be drilled midway betwen T-1 and T-2 to intersect the vein about 200 feet below (but the text did not say below what). In the same memorandum the Operator requested bulldozing time for a cut 100 feet due south of Hole T-2 and two cuts along the Parole vein extension to the southwest. Statement was made that these cuts should be very useful in properly locating the remaining two or three holes. Amendment No. 1 covered this request.

In a letter of September 29, 1964, to you, the Operator requested to drill the second hole, T-4, not where the bulldozing had been done but north of the Tewksbury Pipe at an angle that would carry the hole below the oxidized zone and below mine workings on the vein itself. It is questionable that permission to drill this hole should have been granted in the light of the intent of the contract as the prime purpose of the Tewksbury Pipe Subproject was to keep the exploration at shallow depths in keeping with the first holes, T-1 and T-2. The request of September 29, 1964, to drill T-4 was deceptive in that it stated that T-4 would cut the Tewksbury pipe and vein at about the same depth as Hole T-3. You will note that Hole T-4 cut the mineralization some 200 feet below T-3 as shown on the Longitudinal Section Tewksbury Vein submitted with the recent request. Hole T-4 again shows that the mineralization is predominantly copper and no further holes should be drilled to intersect the mineralization at this elevation. Therefore, it is suggested that Hole T-3 be not approved and the Operator should be informed that the other holes requested for the Tewksbury Vein Subproject will not be granted by amendment.

We shall write an amendment covering the Operator's request to drill four holes under the proposed new North Annie Subproject. These holes will be limited to the oxidized zone.

GCSelfridge/gla (5-4-65)
cc to: Director's Reading File
Docket
Review Committee
Mr. Selfridge

George C. Selfridge (gla)

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

April 16, 1965

OFFICIAL COPY
O. M. E.
RECEIVED
APR 19 1965

INITIALS	CODE
EEF	800
	170
	170

Memorandum

To: George C. Selfridge, Chief
Division of Exploration Operations
Washington, D. C. 20240

From: Acting Field Officer, OME, Region III

Subject: OME-6344 (Gold-Silver)
Contract 2189
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

Attached is Mr. Melbye's request for an amendment to delete from the contract certain holes which our exploration to date indicates are not justified.

In view of our findings he proposes new work at an estimated cost of $29,800 which will still be well under the remaining $60,434.63 balance provided in the contract.

I recommend that an amendment be prepared in accordance with Mr. Melbye's request.

Hugh M. Connors

Hugh M. Connors

H. M. Connors (4-16-65)
cc: 2189
Chron

CHARLES E. MELBYE AND ASSOCIATES

MINING - GEOLOGICAL - GEOPHYSICAL - ENGINEERS

April 15, 1965

OME
DEPARTMENT OF THE INTERIOR

APR 16 1965
REGION III
DENVER, COLORADO

Mr. Hugh M. Connors
Acting Field Officer
Office of Mineral Exploration
Denver Federal Center
Denver, Colorado

Re: OME-6344
Contract No. 2189
W. S. Moore Co.
Summitville Mines

Dear Mr. Connors:

In regard to the loan contract in effect at Summitville, Colorado, this letter will review the present status and propose additional work.

The work is presently recessed but will commence very soon and before the expected date of June 1st. Present dollar status is as follows:

Spent under Stage I	$14,513.35
Spent under Stage II	6,492.02
Total Spent	$21,005.37
Total Authorized Cost	$81,440.00
Balance Remaining	$60,434.63

Nothing in docket to indicate T-5 was authorized.

Pipe?

Only one authorized hole remains to be drilled, that of Hole T-5 under Stage II of the Tewksbury subproject. A total of 495 feet remains which should be more than ample to complete this hole. Estimated cost is as follows:

? of

Drilling- 450 feet @ $6.75	$ 3,037.50
Incidental allowance- 450 feet @.40	180.00
Core boxes- 45 @ $1.00	45.00
Assays- 20 @ $4	80.00
Bulldozer work- 10 hours @ $17	170.00
TOTAL	$3512.50

Much of the authorized work is not now justified due to negative results in Stage I. Specifically, this includes Hole GH-2 and all of Stage II- Hidden Vein subproject; Two holes of Stage I and all of Stage II- Dexter Vein subproject; all of Stage II of the Annie Vein subproject; and all of Stage II of the Esmond-Pickens Vein subproject. In each of these, bulldozer cuts or limited drilling determined the inadvisability of proceeding with further exploration.

(See map "W.S. Moore Co. Summitville Mines, Longitudinal Section Tewksbury Vein" in map folder)

P. O. BOX 309 2020 FOOTHILLS ROAD 303: 279-1542
GOLDEN, COLORADO 80402

Mr. Hugh M. Connors April 15, 1965

Tewksbury Vein Subproject

The Tewksbury Vein subproject, in contrast, has been highly successful, and each of 4 holes has found ore. A substantial unexplored block of ground remains between the holes drilled and the Tewksbury Raise, where old maps indicate copper ore was encountered a short distance below the Copper Hill level. (See Longitudinal Section). The gold-silver content is unusually high with respect to copper on the Tewksbury vein, which make them a large part of the dollar value. In fact, the silver content is the highest found anywhere in the Summitville deposits. Also, no exploration has been done below the holes drilled, since the Tewksbury drift on the Reynolds level was never extended to the south. Both of these areas are highly favorable for exploration in view of successful results to date and in view of ore-grade mineralization known to extend below the Reynolds level on other veins.

Therefore, Holes T-6 and T-7 are proposed to pierce the vein at the same elevation as T-4 and T-5 and midway between the previous DMEA and OME holes and the Tewksbury Raise. Angle will be -50° and depth about 450 feet each. Holes T-8, T-9, and T-10 are proposed to explore 200 feet below these holes and at specific locations depending on the combined results of previous holes. A definite ore-shoot rake may be established, and drilling can then be planned to positively explore the downward projection. Depth of each will be about 600 feet.

Estimated cost is as follows:

Drilling- 2700' @ $6.75	$18,225.00
Incidental allowance-2700' @ .40	1,080.00
Core boxes- 270 @ $1.00	270.00
Assays- 100 @ $4	400.00
Bulldozer work- 50 hours @ $17	850.00
TOTAL	$20,825.00

North Annie Vein Subproject (New) O.K.

Late last fall geochemical soil sampling was completed of the area on the north projection of the Annie vein, beyond where any workings have penetrated.(See accompanying Geochemical Map- North Annie Vein). Two holes (Nos. 4 and 5) had previously been drilled on the direct projection by Newmont Mining Corporation with negative results; in fact, no vein was found. Geochemical results were quite revealing in that the copper and lead high over the vein projected only 280 feet from the

Mr. Hugh M. Connors April 15, 1965

French adit and did not extend to the area drilled. The high continues 600 feet to the northwest, however, at a point about 300 feet east, indicating fault displacement of the Annie vein. The area is completely soil-covered. Mapping by Steven and Ratte in Professional Paper 343 showed a major fault crossing Cropsy Creek about 4000 feet southeast and projecting toward this area. Displacement is in the same direction, with the north block moved eastward. Major faulting can also be seen in the Reynolds Tonnel at about this position. Therefore, this rather long fault projection is believed to be valid and accounts for the previous failure to find the projected Annie vein. Geochemical anomalies for both Cu and Pb are substantial and provide a very favorable and sizeable exploration target. The area is well within the intense alteration zone encompassing the productive Summitville deposits. This is also near-surface exploration in the oxide zone where gold-silver are the major values.

Three specific holes are proposed and a 4th based on results of the three:

Hole SA-1	300 feet	-50°
SA-2	200	-45°
SA-3	200	-45°
SA-4	400	
	1100 feet	

Estimated cost is as follows:

left in stage 1

put in Stage I ?

Drilling- 1100 feet @ $6.75	$ 7,425.00	
Incidental allowance- 1100 ' @ .40	440.00	
Core boxes- 110 @ $1.00	110.00	$93.00 (90 boxes)
Assays- 80 @ $4	320.00	
Bulldozer work- 40 hours @ $17	680.00	$153.00 (9 hours)
TOTAL	$8,975.00	

Cost Summary

This new work should cost an estimated $29,800, plus the authorized cost of Hole T-5, $3,512.50, which totals $33,312.50, well within the remaining $60,434.63 balance.

Your consideration of this request will be greatly appreciated.

Sincerely,

Charles E. Melbye

Charles E. Melbye
Consultant to W. S. Moore Co.

M/am
cc: W. S. Moore Co.

OME-6344 - Contract 2189

Stage I (Amendment No. 1 - Total cost Stage I $24,260.00)

	Allowed contract as amended	completed
Bulldozing - D-8 @ 17.00/hr - 150 hrs - $2,550.00; D-7 @ $14.00/hr		D-8: 141 hrs — 150 — $2,397.00
Diamond drilling	2,350' $19,370.00	1534.8' 11,007.93
Core boxes @ $1 each	$250.00 — 155 — 95	155.00
Incidental drilling allowance 2,350' @ $0.40/ft	940.00	613.92
Assays:		
400 for Au & Ag @ $2.50	1000.00	No breakdown mostly Au & Ag } 339.50
100 " Cu. @ $1.50	150.00	
	$24,260.00	$14,513.35

Stage II work, limited on applicant's letter of April 15, 1965

	Hours Bulldozing	Feet of drilling
Hidden Valley	20	1200
Dexter Vein	10	10800
Esmond Pickens	25	1500
	55	3500

Can use these bulldozing hrs & feet of drilling for proposed North Arrow Subproject.

file

Reference to CV
Holes GD 3
Oct. 1964 report

~~[illegible] stage 3.~~

OME-6344

Connors authorized hole T-4 of stage II in a letter Sept. 29, 1964, to Melbye.
(mention this in letter)

Selfridge memorandum, March 5, 1964, to Region III, 4th R. If the applicant can revise its application for work in oxidized zone only.

ORE, PRESIDENT
VICE PRESIDENT
AL MANAGER
NEDY, SECRETARY

TELEPHONES:
DULUTH - 727-5068
HIBBING - 263-3613

W. S. MOORE CO.
IRON ORE MINING AND CONTRACTING
400 TORREY BUILDING
DULUTH, MINNESOTA 55802

OFFICIAL COPY
O. M. E.
RECEIVED
APR 12 1965
INITIALS | CODE
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120

OME
ENT OF THE INTER
REGION III

April 6, 1965

Mr. Hugh M. Connors
Acting Field Officer, OME, Region III
United States Department of the Interior
Office of Mineral Exploration
Bldg. 20, Denver Federal Center
Denver, Colo. 80225

Re: OME-6344(Gold-Silver)
Contract 2189 -W.S.Moore
Summitville Mines
Rio Grande County, Colo.

Dear Mr. Connors:

Complying with your letter of January 29, 1965, we are returning herewith four copies of above contract, which have been executed by Mr. Warren S. Moore, President. amendment #2

Please excuse our delay in returning these. Mr. Moore just returned from an extensive trip.

Very truly yours,

R. J. Kennedy

R. J. KENNEDY
r
encls.

Copy to G.C. Selfridge

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20, Denver Federal Center
Denver, Colo. 80225

January 29, 1965

W. S. Moore Co.
400 Torrey Building
Duluth, Minnesota

OFFICIAL COPY
O. M. E.
RECEIVED
FEB 1 1965

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	120

Re: OME-6344 (Gold-Silver)
Contract 2189
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colo.

Dear Mr. Moore:

Enclosed are the original and four copies of proposed Amendment No. 2 to the subject contract.

If the proposed amendment is satisfactory to you please sign all copies, retain the Operator's copy and return the original and all other copies to this office.

If any part of the proposed amendment does not have your approval, please return the original and all copies to this office with the proposed changes for consideration.

Yours very truly,

ORIGINAL SIGNED BY

Hugh M. Connors
Acting Field Officer, OME
Region III

cc: G. C. Selfridge
C. E. Fisher
2189
Chron

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
1/21	Murphy	120 m
		130
1/22	Johnson	110
		100
1/22	cal	220
		120 m

JAN 2 2 1965

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Exploration Operations

Subject: CMK-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado
Contract 2189

In accordance with the Operator's request of January 7, 1965, enclosed are the original and four copies of proposed Amendment No. 2, signed by the Acting Director for the Government. An extra copy of the amendment is also enclosed for field use.

If the proposed amendment is satisfactory to you and the Operator, all five copies should be signed by an authorized representative of the Operator. Thereafter, please distribute the copies in the usual manner.

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

George C. Selfridge (glc)

Enclosures

FMMurphy/mm (1/21/65)
cc: Director's Reading File
Review Committee
Docket

DRAFT 1/13/65
FMMurphy/mm

~~120~~
120M

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

AMENDMENT NO. 2

It is agreed this _____ day of _____, 1965, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and W. S. Moore Co., hereinafter called the "Operator," that Exploration Contract 2189 (OME-6344), dated May 22, 1964, as amended, is further amended as follows:

1. (a) Work under the contract shall be suspended during the period beginning January 7, 1965, and ending not later than June 1, 1965.

(b) No costs incurred by the Operator during the period of suspension shall be allowable for contribution by the Government.

(c) The Government shall not contribute to any costs of rehabilitation or repair which in its opinion would not have occurred if there had been no suspension of the work.

(d) The Operator, at its own cost and expense, without contribution by the Government during the period of suspension shall preserve and protect the contract work.

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

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Acting Director, Office of
Minerals Exploration

W. S. MOORE CO.

By _____

Title _____

CHARLES E. MELBYE AND ASSOCIATES

MINING - GEOLOGICAL - GEOPHYSICAL - ENGINEERS

January 7, 1965

OFFICIAL COPY
O. M. E.
RECEIVED
JAN 11 1965

INITIALS	CODE
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Mr. Hugh M. Connors,
Acting Field Officer
Office of Mineral Exploration
Denver Federal Center
Denver, Colorado

Re: OME-6344
Contract No. 2189
W. S. Moore Co.
Summitville Mines

Dear Mr. Connors:

Because of the severe winter weather and snow at Summitville, it was deemed advisable to terminate the drilling program for this year.

Therefore, this letter is to request permission to recess further drilling under Stage II of the contract until spring. We would plan to start work again no later than June 1st and probably considerably earlier.

Your consideration of this request will be appreciated.

Sincerely,

Charles E. Melbye

Charles E. Melbye
Consultant to W. S. Moore Co.

M/am
cc: W. S. Moore Co.

Mr Selfridge

P. O. BOX 309 2020 FOOTHILLS ROAD 303: 279-1542
GOLDEN, COLORADO 80402

MME FORM 60
SEPT. 1959

120

DEC 1 8 1964

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Docket No. 6344
Contract No.
14-23-090- 2169 Store II
Contract Amount $ 81,440.00
Gov't. Participation % 50 $ 40,720.00
Mineral(s) Gold-silver

OPERATOR'S MONTHLY VOUCHER

For Month of OCTOBER, 1964

Operator's Name W. S. Moore Co.
Address 400 Torrey Building, Duluth, Minnesota

COST CATEGORIES	FOR OPERATOR'S USE			FOR GOVERNMENT APPROVAL ONLY		
	MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE	MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE
Fixed Unit Costs and						
(1) Independent Contracts:						
Bulldozing	$ 85.00	408.00	493.00			
Drifting						
Crosscutting						
Drilling	3,027.50	2,047.00	5,074.50			
Cementing	-0-	190.00	190.00			
Reaming	-0-	132.00	132.00			
(2) Personal Services:						
Supervision & Technical						
Outside Consultants						
Labor xxxincid.Allow.	180.00	122.00	302.00			
(3) Operating Mat'l. & Supplies:						
Timber						
Explosives						
Pipe						
Rail						
Cement Materials	-0-	146.52	146.52			
Core boxes	45.00	30.00	75.00			
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehab. & Repairs:						
Buildings, Fixtures, etc.						
Operating Equipment						
(6) New Buildings, Fixtures, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Analytical Work	42.50	30.50	79.00			
Payroll Taxes						
Employee's Liability Ins.						
TOTALS	$3,380.00	$3,112.02	$6,492.02	3,380.00	3,112.02	6,492.02

I certify that the above bill is correct and just and that payment therefor has not been received.

Date Nov 24 '64 * Payee W. S. Moore Co.

Per Warren D Moore Title President

* 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.

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

(INSTRUCTIONS ON REVERSE)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 1,690 00

Signature BNB
(Authorized Certifying Officer)

Date 12/14/64 Vou. No. 869-3

(SEE OTHER SIDE)

Certification by Government Representative:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating an exploration project in accordance with the terms of Contract No. 2189

Signature Hugh M. Connors Title _____ Date _____

Approved by OME Executive Officer or Alternate:

Signature Hugh M. Connors Title Acting Field Officer Date 12-7-64

OPERATOR'S MONTHLY REPORT

The Operator, under an Office of Minerals Exploration contract, is required to report monthly to the Government. The report consists of three parts.

FIRST, the Operator's Monthly Voucher on MME Form 60 listing the project costs incurred and claimed by the Operator is the voucher basis for payment of the Government's share of the cost.

SECOND, the Operator's Progress Report on MME Form 61 is a statistical report of the units and cost of of work performed under the contract.

THIRD, the Operator's Narrative Report is a concise description of the work performed, results accomplished, and any unusual situations encountered, illustrated and supported by engineering-geological maps or sketches, drill hole logs, assay reports, etc., as pertinent.

The Operator submits the original and four copies of each of the three sections of this report to the OME regional Executive Officer at the end of each month during the life of the contract.

PREPARATION OF OPERATOR'S MONTHLY VOUCHER, MME FORM 60

After all applicable spaces are filled in, the Operator or his agent must sign the certification in the lower left corner. Categories (2) through (7) apply to "Actual Cost" contracts only.

Under "Fixed Unit Costs" and Category (1) report, (a) the total fixed unit costs of work performed under contract provisions for contribution by the Government on a basis of "fixed unit costs"; and (b) the claimed costs of work performed on a unit-price basis by independent contractors.

Under Category (2) include the claimed costs of all payrolled and invoiced supervisory, technical, and labor personnel, except the costs for services applicable to Categories (5) and (6).

Under Category (3) include the claimed costs of all project materials and supplies other than those used for work under Categories (5) and (6).

Under Category (4) report claimed rentals on equipment belonging to a third party, claimed payments or obligations for payments on the Operator's purchase of equipment, and claimed depreciation for the use of Operator-owned equipment.

Under Categories (5) and (6) include all claimed costs of labor, supervision, technical services, operating materials and supplies, and all other items used in (5) the initial rehabilitation and repairs of existing buildings, fixtures, installations (exclusive of mine workings), and operating equipment; and (6) the installation or construction of new buildings, fixtures, and fixed improvements (exclusive of mine workings). Do not report these costs under Categories (2), (3), (4), and (7).

Under Category (7) include all miscellaneous claimed costs such as repairs (other than initial) and maintenance of equipment, sampling and analysis, travel, communication, accounting, office expenses, and the Operator's share of payroll taxes and insurance.

Except for amounts claimed under "fixed unit costs" provisions of the contract, all costs claimed in this voucher must be supported by documentary evidence consisting of: (a) certified copies or transcripts of payrolls which list each employee, wage rate, period of employment, gross earnings, itemized deductions, and net earnings; (b) original or certified copies of invoices, statements of accounts, or purchase orders which indicate items of materials or services, quantities, unit prices, total charges, and payment terms; and (c) certified memoranda of the Operator for such items as depreciation of Operator-owned equipment, unemployment taxes, and employee's liability insurance. The certification may be stated thus, "Certified True Copy (or Transcript)", followed by the signature of the Operator or his agent. One copy of each document should accompany the original of this voucher.

The requirement for submitting documentary evidence of claimed costs may be waived by the OME regional Executive Officer if he determines that it is impracticable for an Operator to submit this material. In any case of waiver of this requirement an "on-site" audit by an OME auditor is mandatory prior to payment of the final Operator's Monthly Voucher.

MME FORM 61
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OPERATOR'S PROGRESS REPORT For Month of OCTOBER, 1.964 Docket No. 6344

Operator's Name W. S. Moore Co. Contract No. 14-23-090- 2189 Stage II

OPERATION	UNITS	FOR OPERATOR'S USE: UNITS THIS MONTH	UNITS TO DATE	COSTS TO DATE	FOR GOVERNMENT USE: APPROVED UNITS THIS MONTH	APPROVED UNITS TO DATE	APPROVED COSTS TO DATE
Drifting							
Crosscutting							
Raising							
Shafts							
Winzes							
Other Underground							
Drilling, Core-Diamond ~~DX~~	Ft	442	629	64,245.75			
~~DX 0-200~~ Rotary	Ft	0	6	37.50			
Drilling, Non-core-Diamond	Ft	8	15	82.50			
~~Core, DX 200-~~ Rotary	Ft	0	105	708.75			
Reaming ~~EX 5X~~ Churn	Ft	0	33	132.00			
Cementing Percussion	Hr	0	19	190.00			
Miscellaneous Core boxes	Ea	45	30 75	75.00			
Incid. Allowance	Ft	450	755	302.00			
Roads and Trails	Hr	5	29	495.00			
Stripping							
Trenching							
Test Pitting							
Other Surface Work							
Initial Rehabilitation and Repairs							
Rehabilitation of Mine Workings							
New Buildings, Fixtures, etc.							
Operating Equipment Purchases Cementing Materials				140.92			
Analytical Work				79.00			
TOTAL TO DATE *(per MME Form 60)*				66,492.02			$6,492.02

REMARKS

(Continue on back)

REMARKS

(Continue on back)

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 Nov 20 '64 Operator W. S. Moore Co.

Per Warren S Moore Title President

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

I certify that the information above is complete and accurate to the best of my knowledge and belief.

Signature Hugh M. Connors

Title Acting Field Officer
Government Representative

Date 12-7-64

(INSTRUCTIONS ON REVERSE)

REMARKS (Cont.)

REMARKS (Cont.)

INSTRUCTIONS FOR PREPARING OPERATOR'S PROGRESS REPORT, MME FORM 61

This report is the second of the three parts of the Operator's Monthly Report. Submit the original and four copies.

The cost for each operation should be the total of all claimed costs attributable to that type of work with two exceptions, namely—operating equipment purchased and analytical work which are stated separately. For example, drifting costs should be the total of all costs chargeable to drifting including supervision, technical services, timbering (if any), etc. Similarly, drilling costs should include the cost of cementing, reaming, core boxes, etc. This procedure of distribution holds whether the contract was written on an actual cost or a unit cost basis, or some combination of the two. Distribute the cost of such general items as supervision, equipment rented, etc. according to relative footages or on some other conventional basis. The item "Initial Rehabilitation and Repairs" covers all rehabilitation and/or repairs other than the rehabilitation of mine workings.

The item titled "Drilling, Non-core Percussion" includes all drilling performed with wagon, jack-hammer, stoper and mounted drills. The several items labelled "Other" are provided to take care of particular exploration operations not specified on this form.

OCTOBER, 1964 - NARRATIVE REPORT

SUMMITVILLE MINES PROJECT

W. S. MOORE COMPANY

Rio Grande County, Colorado

Docket No. 6344
Contract No. 2189
Stage II

INTRODUCTION

No exploration under the above contract was done under Stage I for the month of October, so that all voucher totals, etc. remain the same for Stage I, and this report and supporting data cover only Stage II.

DESCRIPTION OF COMPLETED WORK

Exploration during October consisted only of drilling.

Bulldozer Work

Five hours of bulldozer time were spent in preparation of the drill site for Hole T-4, making a total used of 9 hours out of the allowable 20 hours.

Drilling

Hole T-4: This hole, the second under Stage II of the Tewksbury subproject, was completed at a total depth of 450 feet. As the vein did not flatten to the north, as indicated further south, the hole had to be continued past the estimated 400-foot depth, and the Tewksbury vein was cut from 408'-413'. Angle was -30° and bearing S60°W. Core recovery averaged 95%. No unusual problems were encountered in drilling. Core recovery averaged higher than in previous holes. NX core size was used throughout.

Sampling and Mapping

No further sampling or mapping related to OME projects was completed. A Tewksbury vein long-section is being prepared which will better show the favorable drilling results and potential ore reserves.

GEOLOGY AND ASSAY RESULTS

Hole T-4

As mentioned previously, the Tewksbury vein was cut from 408'-413', for a true width of 3.5 feet. This was the 4th hole in succession which has found ore in the Tewksbury Pipe area. This interval assayed .04 oz Au, 8.9 oz Ag, and 2.93% Cu, or a gross value of $32.80/Ton. The footwall was quite barren, but 5 feet of the hangingwall assayed 1.44 oz Ag and 0.24% Cu. As is typical with the Tewksbury vein, the quartz alunite alteration envelope extended only 5'-10' into each wall. This hole is unusually favorable since it extends the ore found in previous DMEA drilling below the Iowa level to ore found under this program farther south. Total strike length is at least 300 feet. It also extends the known orebody above the Iowa level to a depth 250 feet below.

no specs on depth

Another vein was intersected from 59'-79', and quartz-alunite alteration extended from this vein to surface. None of this zone was of ore-grade, but silver is consistently present at about 1 oz/ton, and the interval 66'-71' assayed .025 oz Au and 1.1 oz Ag. No copper assays were run on this upper vein, which is in the leached oxide zone. Hole T-4 showed the first substantial copper assays as the sulphides, enargite and tennantite, since Holes T-1, T-2, and T-3 were all more oxidized and leached. The rock between the two veins is strongly argillized quartz latite porphyry with considerable chlorite. Another weak vein was found between, which might correlate with the T-1 vein, as found in Holes T-1 and T-3.

Respectfully submitted,

Charles E. Melbye

Charles E. Melbye
Geological Engineer
Consultant to W. S. Moore Co.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

October 27, 1964

OFFICIAL FILE COPY
O. M. E
RECEIVED NOV 27 1964

DATE	INITIALS	CODE
		120
12/0	[illegible]	120M

Memorandum

To: George C. Selfridge, Chief
Division of Exploration Operations
Washington, D. C. 20240

From: Acting Field Officer, OME, Region III

Subject: OME-6344 (Gold-Silver)
Contract 2189
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colo.
Equal Employment Opportunity under Government Contract

1.	The number of all employees	5
2.	The number of women employees	0
3.	The number of Negro employees	0
4.	The number of other minority groups, i.e., Indian, Oriental, Latin	0
5.	Was employment through a union	No
6.	Distance to the closest union headquarters	Alamosa - 50 miles
7.	Are the discrimination posters prominently displayed	Yes
8.	If employment was through a union, was the union furnished Standard Form 38	
9.	If employment was not through a union, in what manner was employment made	General inquiries
10.	The acts of intimidation matter has been discussed with the Operator	Yes

Hugh M. Connors

Hugh M. Connors

MMS FORM 60
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Docket No. 0344
Contract No. 14-23-090-2189 Stage I
Contract Amount $51,440.00
Gov't. Participation % 50 $ 40,720.00
Mineral(s) Gold-silver

OPERATOR'S MONTHLY VOUCHER

For Month of SEPTEMBER 1964

Operator's Name U. S. Moore Co.
Address

COST CATEGORIES	FOR OPERATOR'S USE: MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE	FOR GOVERNMENT APPROVAL ONLY: MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE
Fixed Unit Costs and						
(1) Independent Contracts:						
Bulldozing	$ 255.00	$2,142.00	$ 2,397.00			
Drifting						
Crosscutting						
Drilling	1,516.75	8,759.90	10,276.65			
Mobilization	-0-	250.00	250.00			
Cementing	-0-	325.00	325.00			
Reaming	80.00	32.00	112.00			
(2) Personal Services:						
Supervision & Technical						
Outside Consultants						
xxxlacid.Allow. Labor	90.00	523.92	613.92			
(3) Operating Mat'l. & Supplies:						
Timber						
Explosives						
Pipe						
Rail						
Cement. Material	-0-	42.26	42.26			
Core boxes	30.00	125.00	155.00			
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehab. & Repairs:						
Buildings, Fixtures, etc.						
Operating Equipment						
(6) New Buildings, Fixtures, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Analytical Work	67.50	272.00	339.50			
Payroll Taxes						
Employee's Liability Ins.						
TOTALS	$ 2,041.25	$12,472.10	$14,513.35	2,041.25	12,472.10	14,513.35

I certify that the above bill is correct and just and that payment therefor has not been received.

Date Oct 24 1964 * Payee U. S. Moore Co.

Per Warren S Moore Title President

* 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.

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

(INSTRUCTIONS ON REVERSE)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 1,020 63

Signature BMB
(Authorized Certifying Officer)

Date 11/9/64 Vou. No. 6437

(SEE OTHER SIDE)

Certification by Government Representative:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating an exploration project in accordance with the terms of Contract No. 2189

Signature Hugh M. Connors Title _____ Date _____

Approved by OME Executive Officer or Alternate:

Signature Hugh M. Connors Title Acting Field Officer Date 11-4-64

OPERATOR'S MONTHLY REPORT

The Operator, under an Office of Minerals Exploration contract, is required to report monthly to the Government. The report consists of three parts.

FIRST, the Operator's Monthly Voucher on MME Form 60 listing the project costs incurred and claimed by the Operator is the voucher basis for payment of the Government's share of the cost.

SECOND, the Operator's Progress Report on MME Form 61 is a statistical report of the units and cost of of work performed under the contract.

THIRD, the Operator's Narrative Report is a concise description of the work performed, results accomplished, and any unusual situations encountered, illustrated and supported by engineering-geological maps or sketches, drill hole logs, assay reports, etc., as pertinent.

The Operator submits the original and four copies of each of the three sections of this report to the OME regional Executive Officer at the end of each month during the life of the contract.

PREPARATION OF OPERATOR'S MONTHLY VOUCHER, MME FORM 60

After all applicable spaces are filled in, the Operator or his agent must sign the certification in the lower left corner. Categories (2) through (7) apply to "Actual Cost" contracts only.

Under "Fixed Unit Costs" and Category (1) report, (a) the total fixed unit costs of work performed under contract provisions for contribution by the Government on a basis of "fixed unit costs"; and (b) the claimed costs of work performed on a unit-price basis by independent contractors.

Under Category (2) include the claimed costs of all payrolled and invoiced supervisory, technical, and labor personnel, except the costs for services applicable to Categories (5) and (6).

Under Category (3) include the claimed costs of all project materials and supplies other than those used for work under Categories (5) and (6).

Under Category (4) report claimed rentals on equipment belonging to a third party, claimed payments or obligations for payments on the Operator's purchase of equipment, and claimed depreciation for the use of Operator-owned equipment.

Under Categories (5) and (6) include all claimed costs of labor, supervision, technical services, operating materials and supplies, and all other items used in (5) the initial rehabilitation and repairs of existing buildings, fixtures, installations (exclusive of mine workings), and operating equipment; and (6) the installation or construction of new buildings, fixtures, and fixed improvements (exclusive of mine workings). Do not report these costs under Categories (2), (3), (4), and (7).

Under Category (7) include all miscellaneous claimed costs such as repairs (other than initial) and maintenance of equipment, sampling and analysis, travel, communication, accounting, office expenses, and the Operator's share of payroll taxes and insurance.

Except for amounts claimed under "fixed unit costs" provisions of the contract, all costs claimed in this voucher must be supported by documentary evidence consisting of: (a) certified copies or transcripts of payrolls which list each employee, wage rate, period of employment, gross earnings, itemized deductions, and net earnings; (b) original or certified copies of invoices, statements of accounts, or purchase orders which indicate items of materials or services, quantities, unit prices, total charges, and payment terms; and (c) certified memoranda of the Operator for such items as depreciation of Operator-owned equipment, unemployment taxes, and employee's liability insurance. The certification may be stated thus, "Certified True Copy (or Transcript)", followed by the signature of the Operator or his agent. One copy of each document should accompany the original of this voucher.

The requirement for submitting documentary evidence of claimed costs may be waived by the OME regional Executive Officer if he determines that it is impracticable for an Operator to submit this material. In any case of waiver of this requirement an "on-site" audit by an OME auditor is mandatory prior to payment of the final Operator's Monthly Voucher.

RECEIVED
NOV 4 1964
OFFICE OF THE SECRETARY
FISCAL SECTION

MME FORM 61
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OPERATOR'S PROGRESS REPORT For Month of [illegible] 1964 Docket No. 6344

Operator's Name G. O. Moore Co. Contract No. 14-23-090-2159 Stage I

OPERATION	UNITS	FOR OPERATOR'S USE: UNITS THIS MONTH	UNITS TO DATE	COSTS TO DATE	FOR GOVERNMENT USE: APPROVED UNITS THIS MONTH	APPROVED UNITS TO DATE	APPROVED COSTS TO DATE
Drifting							
Crosscutting							
Raising							
Shafts							
Winzes							
Other Underground							
Drilling, Core-Diamond	FT	220	2403.6	$ 9,[illegible]			
Rotary							
Drilling, Non-core-Diamond	FT	0	65	357.[illegible]			
Rotary	FT	40	25	222.[illegible]			
Churn	LF	0	32.5	325.[illegible]			
Percussion	LF	0	1	250.[illegible]			
Core Loss	LF	30	155	155.[illegible]			
Misc. Allowance	FT	225	1534.6	[illegible]			
Roads and Trails	LF	25	241	2,[illegible]			
Stripping							
Trenching							
Test Pitting							
Other Surface Work							
Initial Rehabilitation and Repairs							
Rehabilitation of Mine Workings							
New Buildings, Fixtures, etc.							
Operating Equipment Purchases				42.50			
Analytical Work				353.50			
TOTAL TO DATE *(per MME Form 60)*				$14,513.35			$14,513.35

REMARKS

(Continue on back)

REMARKS

(Continue on back)

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 Oct 24 1964 Operator G. O. Moore Co.

Per Warren S. Moore Title President

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

I certify that the information above is complete and accurate to the best of my knowledge and belief.

Signature Hugh M. Lemon

Title Acting Field Officer
Government Representative

Date 11-4-64

(INSTRUCTIONS ON REVERSE)

REMARKS *(Cont.)*

REMARKS *(Cont.)*

INSTRUCTIONS FOR PREPARING OPERATOR'S PROGRESS REPORT, MME FORM 61

This report is the second of the three parts of the Operator's Monthly Report. Submit the original and four copies.

The cost for each operation should be the total of all claimed costs attributable to that type of work with two exceptions, namely—operating equipment purchased and analytical work which are stated separately. For example, drifting costs should be the total of all costs chargeable to drifting including supervision, technical services, timbering (if any), etc. Similarly, drilling costs should include the cost of cementing, reaming, core boxes, etc. This procedure of distribution holds whether the contract was written on an actual cost or a unit cost basis, or some combination of the two. Distribute the cost of such general items as supervision, equipment rented, etc. according to relative footages or on some other conventional basis. The item "Initial Rehabilitation and Repairs" covers all rehabilitation and/or repairs other than the rehabilitation of mine workings.

The item titled "Drilling, Non-core Percussion" includes all drilling performed with wagon, jack-hammer, stoper and mounted drills. The several items labelled "Other" are provided to take care of particular exploration operations not specified on this form.

MME FORM 60
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Docket No. 6344
Contract No. 14-23-090-2189 Stare II
Contract Amount $ 81,440.00
Gov't. Participation % 50 $ 40,720.00
Mineral(s)

OPERATOR'S MONTHLY VOUCHER

For Month of SEPTEMBER 1964

Operator's Name W. S. Moore Co.
Address 400 Torrey Building, Duluth, Minn.

COST CATEGORIES	FOR OPERATOR'S USE: MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE	FOR GOVERNMENT APPROVAL ONLY: MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE
Fixed Unit Costs and						
(1) Independent Contracts:						
Bulldozing	$ 408.00	-0-	$ 408.00			
Drifting						
Crosscutting						
Drilling	2,047.00	-0-	2,047.00			
Cementing	190.00	-0-	190.00			
Cleaning	132.00	-0-.	132.00			
(2) Personal Services:						
Supervision & Technical						
Outside Consultants						
xxxlacid.Alloy.	122.00	-0-	122.00			
(3) Operating Mat'l. & Supplies:						
Timber						
Explosives						
Pipe						
Rail						
Cement,Material	146.52	-0-	146.52			
Core Boxes	30.00	-0-	30.00			
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehab. & Repairs:						
Buildings, Fixtures, etc.						
Operating Equipment						
(6) New Buildings, Fixtures, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Analytical Work	36.50	-0-	36.50			
Payroll Taxes						
Employee's Liability Ins.						
Error in addition						
Accepted B						
TOTALS	$3,112.00	-0-	$3,112.02	3,112.02	-0-	3,112.02

I certify that the above bill is correct and just and that payment therefor has not been received.

Date Oct 24 1964 * Payee W. S. Moore Co

Per Warren S. Moore Title President

* 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.

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

(INSTRUCTIONS ON REVERSE)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 1,556.01

Signature — BWB
(Authorized Certifying Officer)

Date 11/9/64 Vou. No. 643

(SEE OTHER SIDE)

Certification by Government Representative:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating an exploration project in accordance with the terms of Contract No. 2189

Signature Hugh M Connors Title _____ Date _____

Approved by OME Executive Officer or Alternate:

Signature Hugh M. Connors Title Acting Field Officer Date 11-4-64

OPERATOR'S MONTHLY REPORT

The Operator, under an Office of Minerals Exploration contract, is required to report monthly to the Government. The report consists of three parts.

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The Operator submits the original and four copies of each of the three sections of this report to the OME regional Executive Officer at the end of each month during the life of the contract.

PREPARATION OF OPERATOR'S MONTHLY VOUCHER, MME FORM 60

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UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OPERATOR'S PROGRESS REPORT For Month of SEPTEMBER 1964 Docket No. 6344

Operator's Name W. S. Moore Co. Contract No. 14-23-090- 2189 Stare II

OPERATION	UNITS	FOR OPERATOR'S USE: UNITS THIS MONTH	UNITS TO DATE	COSTS TO DATE	FOR GOVERNMENT USE: APPROVED UNITS THIS MONTH	APPROVED UNITS TO DATE	APPROVED COSTS TO DATE
Drifting							
Crosscutting							
Raising							
Shafts							
Winzes							
Other Underground							
Drilling, Core-Diamond DX	Ft	167	167	$ 1,202.25			
DX 0-200 Rotary	Ft	6	6	37.50			
Drilling, Non-core-Diamond	Ft	7	7	38.50			
DX 200-400 Rotary	Ft	105	105	708.75			
Reaming DX Chum	Ft	33	33	132.00			
Cementing Percussion	LF	19	19	190.00			
Core Boxes	La	30	30	30.00			
Miscellaneous Incid. Allowance	Ft	305	305 ✓	122.00			
	LF	24	24	408.00			
Roads and Trails							
Stripping							
Trenching							
Test Pitting							
Other Surface Work							
Initial Rehabilitation and Repairs							
Rehabilitation of Mine Workings							
New Buildings, Fixtures, etc.							
Operating Equipment Purchases Cement. Materials				140.52			
Analytical Work				36.50			
TOTAL TO DATE *(per MME Form 60)*				$3,112.03			3,112.03

REMARKS

(Continue on back)

REMARKS

(Continue on back)

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 Oct 24 1964 Operator W. S. Moore Co.

Per Warren S Moore Title President

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

I certify that the information above is complete and accurate to the best of my knowledge and belief.

Signature Hugh M. Connors

Title Acting Field Officer
Government Representative

Date 11-4-64

(INSTRUCTIONS ON REVERSE)

REMARKS *(Cont.)*

REMARKS *(Cont.)*

INSTRUCTIONS FOR PREPARING OPERATOR'S PROGRESS REPORT, MME FORM 61

This report is the second of the three parts of the Operator's Monthly Report. Submit the original and four copies.

The cost for each operation should be the total of all claimed costs attributable to that type of work with two exceptions, namely—operating equipment purchased and analytical work which are stated separately. For example, drifting costs should be the total of all costs chargeable to drifting including supervision, technical services, timbering (if any), etc. Similarly, drilling costs should include the cost of cementing, reaming, core boxes, etc. This procedure of distribution holds whether the contract was written on an actual cost or a unit cost basis, or some combination of the two. Distribute the cost of such general items as supervision, equipment rented, etc. according to relative footages or on some other conventional basis. The item "Initial Rehabilitation and Repairs" covers all rehabilitation and/or repairs other than the rehabilitation of mine workings.

The item titled "Drilling, Non-core Percussion" includes all drilling performed with wagon, jack-hammer, stoper and mounted drills. The several items labelled "Other" are provided to take care of particular exploration operations not specified on this form.

SEPTEMBER, 1964,- NARRATIVE REPORT

SUMMITVILLE MINES PROJECT

W. S. MOORE COMPANY

Rio Grande County, Colorado

Docket No. 6344
Contract No. 2189
Stages I & II

INTRODUCTION

Exploration under both stages I and II are included this month, and separate vouchers and progress reports are submitted, but this narrative report covers both stages for the month of September.

DESCRIPTION OF COMPLETED WORK

Exploration during September has consisted of bulldozing and drilling.

Bulldozer Work

Stage I: A total of 15 hours has been used, all of this in completion of two additional cuts on the Hidden vein. Four of the 6 specified cuts have been completed, and assay and geologic results do not justify finishing the two remaining cuts. Thirty five hours out of the 40 hours allotted have been used.

Stage II: The three exploration cuts authorized for the Tewksbury subproject under Amendment No. 1 were completed for a total of 20 hours, and, in addition, 4 hours were spent in preparing the T-3 drill site.

Drilling

Stage I: Drilling under Stage I consisted only of Hole GD-3, which was carried to a depth of 225 feet, well past the Dexter vein. Twenty feet of reaming was needed at the collar of the hole. The balance was completed without unusual trouble, except that an old working was hit at 191 feet which caused some trouble in drilling through. None of the old maps show workings in this area, but

it is undoubtedly early-day mining from the Montrey adit. NX core size was used throughout. Geologic-assay logs are included for both this and Hole GD-1.

Stage II: The first hole under Stage II, T-3, was completed to a depth of 305 feet. Plug-bit drilling was used to 7 feet, NX from 7'-194', and BX from 194'-305'. The first 33 feet required reaming, and 19 hours of cementing time and considerable grouting material was used in drilling through the highly fractured and altered zone at 194 feet.

Sampling and Mapping

The four Hidden vein cuts were mapped and sampled. Assaying has been done by Mineral Assay Lab in Grand Junction.

GEOLOGY AND ASSAY RESULTS

Hidden Vein Bulldozer Cuts

Two of the four cuts found vein material along the projected strike of the Hidden vein. Locations and assays are shown on the enclosed long-section. Cut #1 showed quartz-alunite alteration but no vuggy quartz vein. The second cut north of the old prospect shaft on the Hidden vein showed a narrow vein 1.5 feet wide, which assayed .23 oz Au and 7.03 oz Ag. The grade is good but the width is too narrow to warrant drilling Hole GH-2, which was planned below this outcrop area. Cut #3, in the drainage north of the Iowa dump, did not find vein material only 70 feet from a vein outcrop, thereby indicating an erratic nature to the Hidden vein in this area. An aplite dike was present. Cut #4, between the Iowa boarding house and the Iowa dump, cut a substantial 9-foot vein, but the assays were low. In view of the erratic nature of the vein width and grade, no further work appears warranted under the Hidden vein subproject.

Hole GD-3

After Hole GD-3 was completed under the OME contract, the operator has drilled a deeper hole to pierce the Dexter vein well down in the sulphide copper zone. Both this hole, SD-1, and GD-3 are shown on the same cross-section. Hole GD-3 intersected a wide but weakly mineralized vein from 97'-114', which was the only vein of consequence found. This was believed to be the main Dexter vein until Hole SD-1 was completed, which intersected a wide ore-grade vein directly below this and another directly below the previously known

Dexter vein on the Chandler level. Since 10 feet of core was lost in going through the old workings in Hole GD-3, the old working must have been driven on the Dexter vein proper, although no core evidence was obtained. This new vein to the north was practically unknown except for meager surface evidence and is unexplored. It will be termed the North Dexter vein. and the original one, the South Dexter vein. The grade in Hole SD-1 is remarkably good; 59 feet averages .028 oz Au, 1.23 oz Ag, and 3.89% Cu.

The Dexter adit is now rehabilitated at the Operator's expense to a point directly below (120' vertically) Hole GD-3. Width and grade of the vein appear very good, and sampling of the vein is being done, making it likely that further drilling might be justified under the OME contract, even though Holes GD-1 and GD-3 were low-grade. Maps will be submitted upon completion.

Hole T-3

Drilling intersected two veins, the T-1 vein near the collar, and the main Tewksbury vein in 3 segments from 130'-188'. Only the hangingwall vein portion of the Tewksbury is of interest, where 5 feet assayed .02 oz Au and 8.81 oz Ag, a gross value of $12.06/Ton. Although this width and grade is presently marginal, it does illustrate the persistence of substantial values to a depth 325 feet below surface and helps confirm the orebody drilled in Holes T-1 and T-2. Vein T-1 was low-grade but does have persistent silver values over 18 feet. The indicated flattening of dip is somewhat exaggerated on the cross-section, since T-3 is 30 feet ahead of the section, and the vein strike of N30°W is not at right angles to the E-W section.

Detailed geology is finished, and a plan map of the South Tewksbury Pipe area is included, which shows the relationship of the 3 holes to important geologic features. Hole T-4, presently being drilled, is also shown. Control of the Tewksbury Pipe is obviously at the intersection of the Tewksbury and Parole veins. The Parole vein is strong and continuous for several hundred feet SW, and drilling is undoubtedly warranted under Stage II.

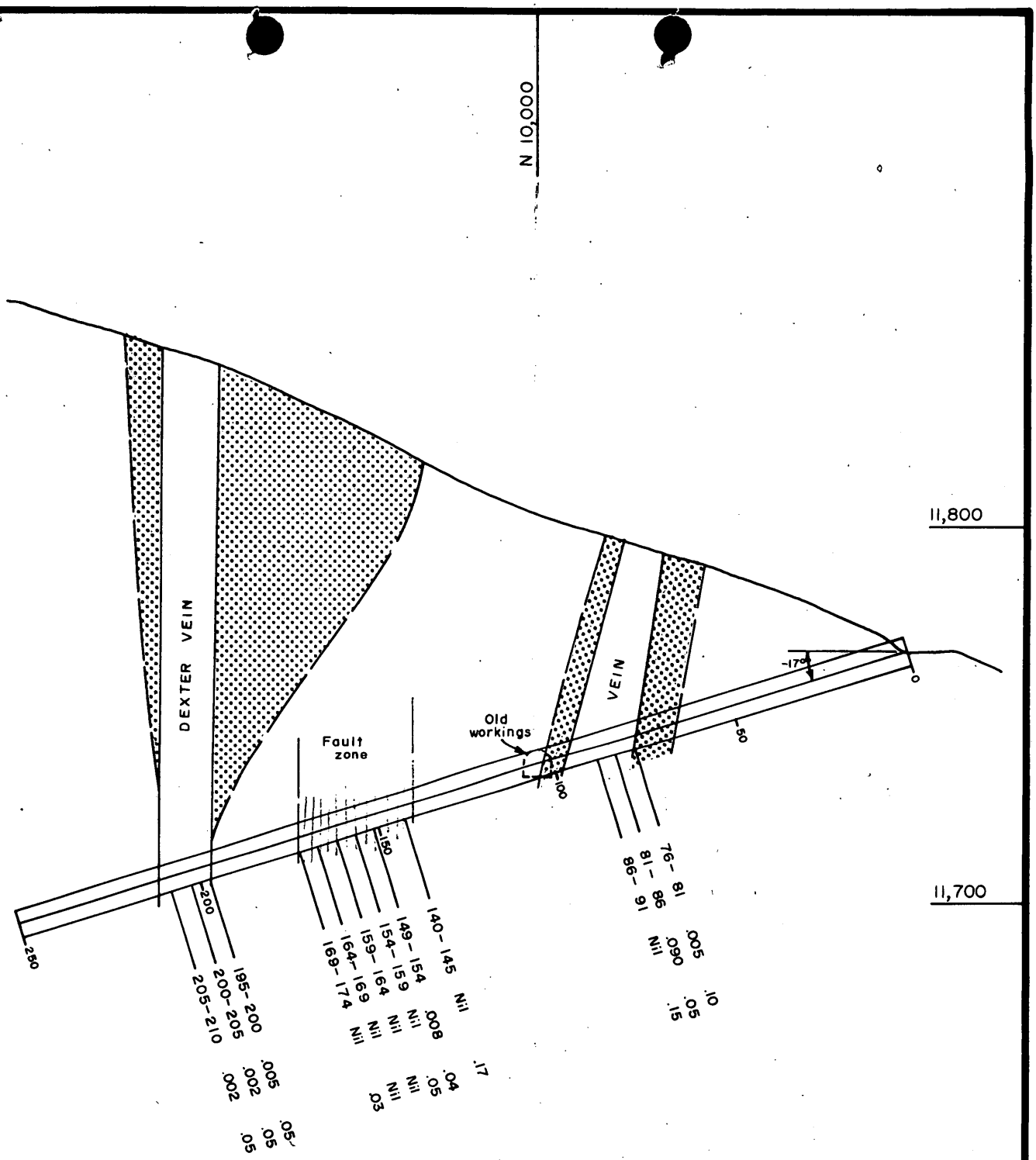
An unusual feature of Hole T-3 is that the wide and strong quartz-alunite envelope in T-1 is largely non-existent, reverting to strong argillic alteration, but quartz-alunite is again strong at the lower level of the Reynolds Tunnel.

Respectfully submitted,

Charles E. Melbye

Charles E. Melbye
Geological Engineer
Consultant to W. S. Moore Co.

October 21, 1964



W. S. MOORE CO.

GEOLOGIC ASSAY LOG
HOLE GD-1

SECTION LOOKING WEST

Scale: 1" = 40' September 1964

CHARLES E. MELBYE
Geological Engineer

MME FORM 60
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Docket No. 6344
Contract No. 14-23-090-2189 Stage I
Contract Amount $81,440.00
Gov't. Participation 50 $40,720.00
Mineral(s) Gold-silver

OPERATOR'S MONTHLY VOUCHER

For Month of AUGUST, 1964

Operator's Name W. S. Moore Co., 400 Torrey Bldg.
Address Duluth, Minnesota

COST CATEGORIES	FOR OPERATOR'S USE: MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE	FOR GOVERNMENT APPROVAL ONLY: MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE
Fixed Unit Costs and						
(1) Independent Contracts:						
Bulldozing $	816.00	$1,326.00	$ 2,142.00			
Drifting						
Crosscutting						
Drilling	6,333.27	2,426.03	8,759.90			
Mobilization	250.00	-0-	250.00			
Cementing	325.00	-0-	325.00			
(2) Personal Services: Reams.	32.00	-0-	32.00			
Supervision & Technical						
Outside Consultants						
~~Labor~~ Incid. Allow.	380.12	143.80	523.92			
(3) Operating Mat'l. & Supplies:						
Timber						
Explosives						
Pipe						
Rail						
Cement. Materials	42.28	-0-	42.28			
Core boxes	90.00	35.00	125.00			
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehab. & Repairs:						
Buildings, Fixtures, etc.						
Operating Equipment						
(6) New Buildings, Fixtures, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Analytical Work	122.50	149.50	272.00			
Payroll Taxes						
Employee's Liability Ins.						
TOTALS $	8,391.17	$4,080.93	$12,472.10	8,391.17	4,080.93	12,472.10

I certify that the above bill is correct and just and that payment therefor has not been received.

Date Sept 21 *Payee W. S. Moore Co.

By Warren S. Moore Title President

* 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.

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

(INSTRUCTIONS ON REVERSE)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 4,195.58

Signature BHB
(Authorized Certifying Officer)

Date 10/1/64 Vou. No. 428-1

(SEE OTHER SIDE)

Certification by Government Representative:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating an exploration project in accordance with the terms of Contract No. 2189

Signature Hugh M. Emmons Title _____ Date _____

Approved by OME Executive Officer or Alternate:

Signature Hugh M. Emmons Title Acting Field Officer Date 9-29-64

OPERATOR'S MONTHLY REPORT

The Operator, under an Office of Minerals Exploration contract, is required to report monthly to the Government. The report consists of three parts.

FIRST, the Operator's Monthly Voucher on MME Form 60 listing the project costs incurred and claimed by the Operator is the voucher basis for payment of the Government's share of the cost.

SECOND, the Operator's Progress Report on MME Form 61 is a statistical report of the units and cost of of work performed under the contract.

THIRD, the Operator's Narrative Report is a concise description of the work performed, results accomplished, and any unusual situations encountered, illustrated and supported by engineering-geological maps or sketches, drill hole logs, assay reports, etc., as pertinent.

The Operator submits the original and four copies of each of the three sections of this report to the OME regional Executive Officer at the end of each month during the life of the contract.

PREPARATION OF OPERATOR'S MONTHLY VOUCHER, MME FORM 60

After all applicable spaces are filled in, the Operator or his agent must sign the certification in the lower left corner. Categories (2) through (7) apply to "Actual Cost" contracts only.

Under "Fixed Unit Costs" and Category (1) report, (a) the total fixed unit costs of work performed under contract provisions for contribution by the Government on a basis of "fixed unit costs"; and (b) the claimed costs of work performed on a unit-price basis by independent contractors.

Under Category (2) include the claimed costs of all payrolled and invoiced supervisory, technical, and labor personnel, except the costs for services applicable to Categories (5) and (6).

Under Category (3) include the claimed costs of all project materials and supplies other than those used for work under Categories (5) and (6).

Under Category (4) report claimed rentals on equipment belonging to a third party, claimed payments or obligations for payments on the Operator's purchase of equipment, and claimed depreciation for the use of Operator-owned equipment.

Under Categories (5) and (6) include all claimed costs of labor, supervision, technical services, operating materials and supplies, and all other items used in (5) the initial rehabilitation and repairs of existing buildings, fixtures, installations (exclusive of mine workings), and operating equipment; and (6) the installation or construction of new buildings, fixtures, and fixed improvements (exclusive of mine workings). Do not report these costs under Categories (2), (3), (4), and (7).

Under Category (7) include all miscellaneous claimed costs such as repairs (other than initial) and maintenance of equipment, sampling and analysis, travel, communication, accounting, office expenses, and the Operator's share of payroll taxes and insurance.

Except for amounts claimed under "fixed unit costs" provisions of the contract, all costs claimed in this voucher must be supported by documentary evidence consisting of: (a) certified copies or transcripts of payrolls which list each employee, wage rate, period of employment, gross earnings, itemized deductions, and net earnings; (b) original or certified copies of invoices, statements of accounts, or purchase orders which indicate items of materials or services, quantities, unit prices, total charges, and payment terms; and (c) certified memoranda of the Operator for such items as depreciation of Operator-owned equipment, unemployment taxes, and employee's liability insurance. The certification may be stated thus, "Certified True Copy (or Transcript)", followed by the signature of the Operator or his agent. One copy of each document should accompany the original of this voucher.

The requirement for submitting documentary evidence of claimed costs may be waived by the OME regional Executive Officer if he determines that it is impracticable for an Operator to submit this material. In any case of waiver of this requirement an "on-site" audit by an OME auditor is mandatory prior to payment of the final Operator's Monthly Voucher.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OPERATOR'S PROGRESS REPORT For Month of AUGUST Docket No. 6344

Operator's Name W. S. Moore Co. Contract No. 14-23-090-2189 Stage I

OPERATION	UNITS	FOR OPERATOR'S USE: UNITS THIS MONTH	UNITS TO DATE	COSTS TO DATE	FOR GOVERNMENT USE: APPROVED UNITS THIS MONTH	APPROVED UNITS TO DATE	APPROVED COSTS TO DATE
Drifting							
Crosscutting							
Raising							
Shafts							
Winzes							
Other Underground							
Drilling, Core-Diamond NX	Ft	885.3	1244.8	18,402.40			
Rotary							
Drilling, Non-core-Diamond	Ft	65	65	357.50			
Reaming Rotary	Ft	8	8	32.00			
Cementing Churn	Hr	32.5	32.5	325.00			
Mobilizat. Percussion		1	1	250.00			
Core boxes Miscellaneous	Ea	90	125	125.00			
Incid. Allow.	Ft	950.3	1309.8	523.92			
Roads and Trails	Hr	46	126	2,142.00			
Stripping							
Trenching							
Test Pitting							
Other Surface Work							
Initial Rehabilitation and Repairs							
Rehabilitation of Mine Workings							
New Buildings, Fixtures, etc.							
Operating Equipment Purchases Cement. Materials				42.28			
Analytical Work				272.00			
TOTAL TO DATE *(per MME Form 60)*				$12,472.10			$12,472.10

REMARKS

(Continue on back)

REMARKS

(Continue on back)

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 21 Operator W. S. Moore Co.

Per Warren S Moore Title President

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

I certify that the information above is complete and accurate to the best of my knowledge and belief.

Signature Hugh M. Connors

Title Acting Field Officer
Government Representative

Date 9-29-64

(INSTRUCTIONS ON REVERSE)

REMARKS *(Cont.)*

REMARKS *(Cont.)*

INSTRUCTIONS FOR PREPARING OPERATOR'S PROGRESS REPORT, MME FORM 61

This report is the second of the three parts of the Operator's Monthly Report. Submit the original and four copies.

The cost for each operation should be the total of all claimed costs attributable to that type of work with two exceptions, namely—operating equipment purchased and analytical work which are stated separately. For example, drifting costs should be the total of all costs chargeable to drifting including supervision, technical services, timbering (if any), etc. Similarly, drilling costs should include the cost of cementing, reaming, core boxes, etc. This procedure of distribution holds whether the contract was written on an actual cost or a unit cost basis, or some combination of the two. Distribute the cost of such general items as supervision, equipment rented, etc. according to relative footages or on some other conventional basis. The item "Initial Rehabilitation and Repairs" covers all rehabilitation and/or repairs other than the rehabilitation of mine workings.

The item titled "Drilling, Non-core Percussion" includes all drilling performed with wagon, jack-hammer, stoper and mounted drills. The several items labelled "Other" are provided to take care of particular exploration operations not specified on this form.

NARRATIVE REPORT - AUGUST, 1964

SUMMITVILLE MINES PROJECT

W. S. MOORE COMPANY

Rio Grande County, Colorado

Docket No. 6344
Contract No. 2189

INTRODUCTION

This report summarizes exploration completed under the above contract for the month of August.

DESCRIPTION OF COMPLETED WORK

Exploration during the month of August has consisted of bulldozer work and drilling.

Bulldozer Work

A total of 48 hours has been used, which has accomplished work in 3 areas. Four of the five specified Esmond-Pickens exploration cuts have been completed. Assay and geologic results do not justify completion of the 5th cut further west. Of the total of 40 hours allotted, 36 have been used. The drill site for the Hidden vein Hole GH-1 was bulldozed during July, but billing was deferred until the hole was completed during August. In addition, 2 out of the 6 authorized cuts for exploration are included, making a total of 20 hours thus far for the Hidden vein subproject. Also, the Dexter vein drill sites were finished, at a total of 20 hours.

Drilling

Hole GH-1: This hole, which was started by Nimes Drilling Co., in July, was completed by Justice Drilling Company, and the entire footage of 359.8 feet is included in this voucher. Since no actual vein was intersected, the hole had to be continued a little further than planned to be certain of not missing the target. The entire hole was carried NX size. Negative results, which are discussed in the following section, do not justify drilling authorized Hole GH-2 under Stage I.

Core recovery was 95%. Seven hours of cementing and redrilling and 8 feet of reaming were also necessary in one troublesome fractured zone below 300 feet.

Hole T-2: This hole was drilled to 361.5 feet, but since 359.5 feet were billed for Hole T-1, only 340.5 feet are billed in this voucher to equal the allowed total of 700 feet. Difficult drilling was encountered near the collar and within the Tewksbury vein, and 19.5 hours of cementing time were necessary. A new chemical grout was employed, which was very effective in consolidating the highly fractured vein material. NX size of core was used throughout, and core recovery averaged 89%.

Hole CD-1: Hole CD-1, the first in the Dexter subproject, was drilled to the planned depth of 250 feet. Six hours of cementing time were needed at a depth of 84'-86'. Plug-bit drilling was employed to a depth of 65 feet and NX coring to the TD of 250 feet. Assays are not back on this hole, and logs and complete discussion will be furnished with the September report.

Sampling and Mapping

The Esmond-Pickens cuts are completely mapped and sampled, and a map showing results is enclosed. Assaying has been divided between Mineral Assay Lab in Grand Junction and Charles O. Parker Company in Denver.

GEOLOGY AND ASSAY RESULTS

Esmond-Pickens Bulldozer Cuts

Three of the 4 cuts have exposed the Esmond vein and clearly show that the vein, while very wide (28') at the east end, rapidly narrows to 4 feet at the west end, hence the decision not to complete the 5th cut. Assays are consistently low. Two narrow veins were cut at the north end of the middle cut which coincide generally with the strike of the Pickens vein, but assays were below ore-grade.

The cut farthest north exposed the most interesting vein, 3.5' wide which assayed .04 oz Au and 4.02 oz Ag. On the original map with the application, we showed a possible gap in the continuity of Cross-Vein D. This cut definitely assures vein continuity for at least another 300 feet. The farthest SW drift on this vein was in ore on the Winchester level, at a point which is 120± NE and 175' below. Further study of the old mine maps and assay data must be made, but there is a possibility that a drillhole might be warranted under Stage II.

Hole CH-1

This hole was planned to explore the Hidden vein 200'-250' below the ore-grade outcrop at surface. The projected vein should have been intersected at from 300'-320', but only disseminated pyrite was found, and the hole was continued to 360 feet. A strong fault with pyrite mineralization was cut at 340'-343', which is believed to represent the expression of the vein at this depth. Evidently the Hidden vein does not have the same depth continuity in this area as in the old workings 500 feet north, and it is recommended that Hole CH-2 not be drilled. However, the surface bulldozer cuts are being completed, and this should furnish new data on the merits of the Hidden evin in the 1200-foot unexplored strike length. The entire subproject should be reconsidered upon completion of these cuts. Disseminated sulphides were found from 100'-140', but 3 assays failed to show appreciable values.

Hole T-2

As mentioned last month, this hole has also intersected ore in the Tewksbury Pipe, Widths and grade are substantial, particularly over 15 feet, and a 35-foot lower-grade zone may also be considered as ore. The following averages illustrate these encouraging results.

Depth	Oz Au	Oz Ag	$/Ton
5'-40'	.20	6.80	$15.77
25'-40'	.33	10.9	$25.61

Because of the flat angle, widths as given are all essentially true ones.

The deeper veins at 295'-310' and 322'-329' are probably part of the Parole vein, but Hole T-2 would intersect the vein at a very acute angle, and the results cannot be considered as too reliable.

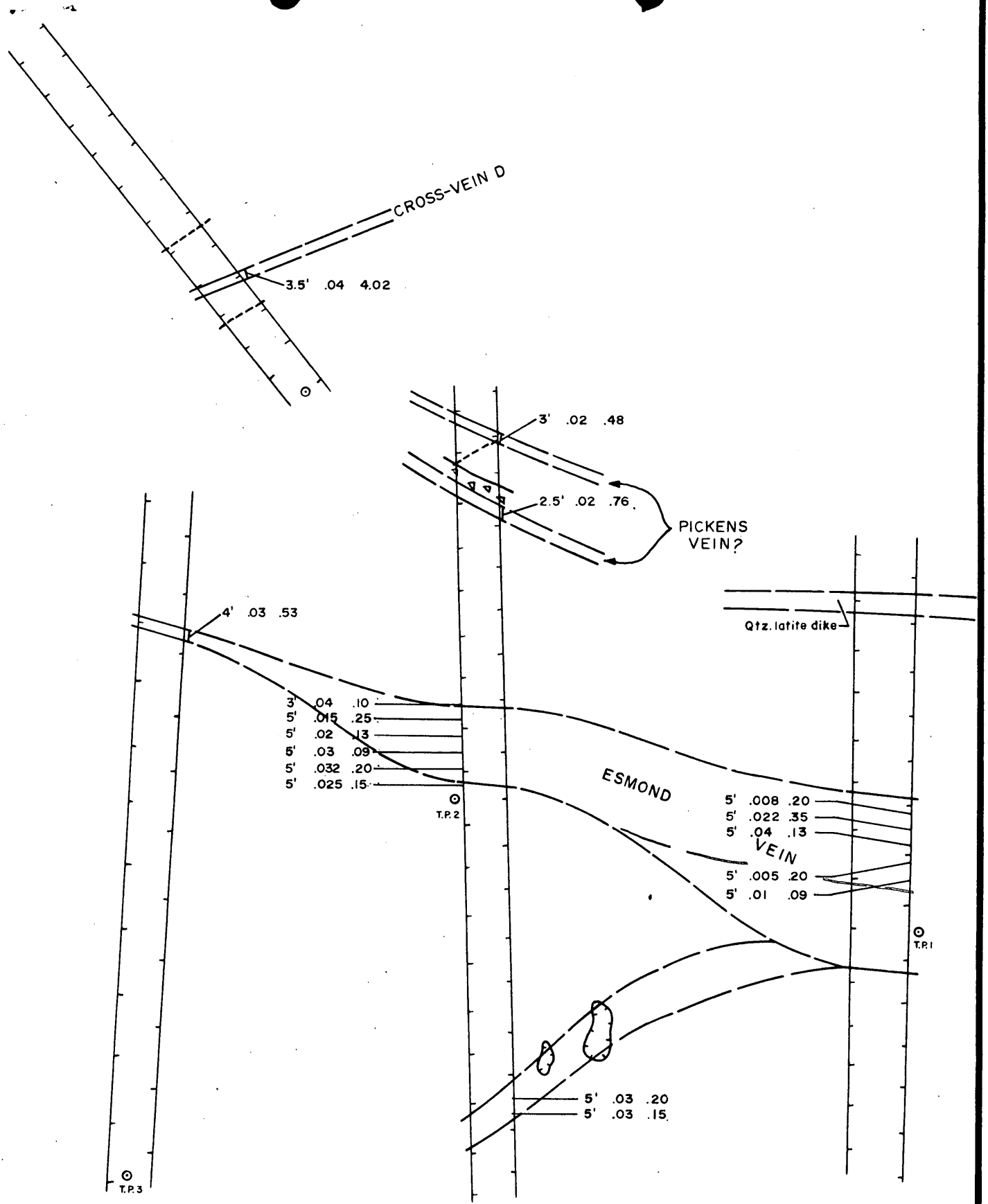
Detailed mapping and sampling of the Parole vein and of the entire Tewksbury Pipe are now being completed, and this should aid in locating holes under Stage II. Hole T-3 is complete and assays are being run.

Respectfully submitted,

Charles E. Melbye

Charles E. Melbye
Geological Engineer
Consultant to W. S. Moore Co.

September 17, 1964



W.S. MOORE CO.

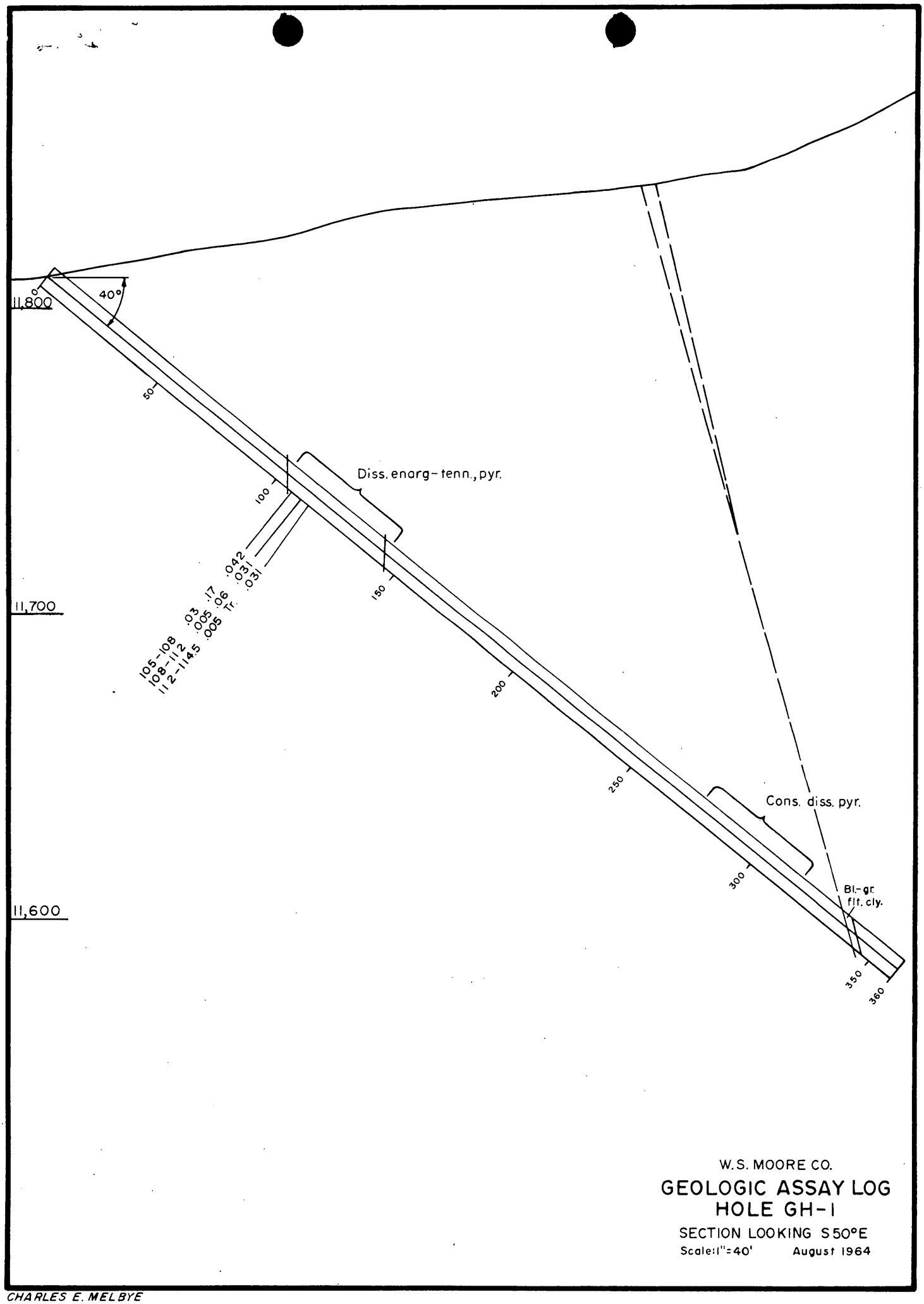
ESMOND-PICKENS DOZER CUTS

SUMMITVILLE MINES

Scale: 1" = 40' August 1964

C.F. LIPP

CHARLES E. MELBYE
Geological Engineer



W.S. MOORE CO.

GEOLOGIC ASSAY LOG
HOLE GH-1

SECTION LOOKING S 50°E

Scale: 1" = 40' August 1964

CHARLES E. MELBYE
Geological Engineer

Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

September 29, 1964

10/2 on leave 1/20 ok
+20

Mr. Charles H. Melbye
2020 Foothills Road
P. O. Box 309
Golden, Colorado

Re: OME-6344
Contract No. 2189
W. S. Moore Co.
Summitville Mines

Dear Mr. Melbye:

This letter constitutes Government approval to drill hole Y-4 of Stage II on the Tewksbury subproject in accordance with your formal request of September 29, 1964.

Nothing in this work approval shall be construed to increase the estimated total cost of the project, the aggregate amount which the Government may be required to contribute, the fixed unit cost of any item of work, or any item of cost which is expressly designated "maximum."

Yours very truly,

Hugh M. Conners
Acting Field Officer
OME, Region III

cc: W. S. Moore Co.
400 Torrey Bldg.
Duluth, Minn. 55802

G. C. Selfridge
6344 - 2
Chron

September 29, 1964

Mr. Hugh M. Connors
Acting Field Officer
Office of Mineral Exploration
Denver Federal Center
Denver, Colorado

Re: OME-6344
Contract No. 2189
W. S. Moore Co.
Summitville Mines

Dear Mr. Connors:

This letter and attached map constitutes our formal request to drill the second hole, T-4, on Stage II of the Tewksbury subproject.

The hole is planned as shown on the map and is at an angle of -50° and a bearing of S60°W. Depth should be about 400 feet, depending on whether the dip flattens as it appeared to do in Hole T-3.

It will explore that portion of the Tewksbury pipe and vein at about the same depth as Hole T-3 and 150' north. It will cut the vein about 150' below the shallow stoping associated with the Tewksbury Glory-hole. The main vein is 20' wide at surface, and the hole should also explore the new vein found during mapping at the portal of the Hugh Bly adit. Previous assays across this vein were:

Oz Au	Oz Ag
.12	9.22
.14	5.92

Your consideration of this request will be appreciated.

Sincerely,

Charles E. Melbye

Charles E. Melbye
Consultant to W. S. Moore Co.

M/am
cc: W. S. Moore Co.(Reno)
(Summitville)

shows west of Hagoo Fault. One can be proved open pit. Because of crushing all see cash of such work be underground mined.

Silver King Mines, Inc
OME-6311

STATES
THE INTERIOR
RATION ADMINISTRATION
ON 25, D. C.

T-4

says same depth as T-3 but it is 200' below?

UNITED STATES
DEPARTMENT OF THE INTERIOR
Office of the Secretary
Accounting Unit
Washington

September 23, 1964

ADMINISTRATIVE SUSPENSION STATEMENT

Name and Address of Payee: U. S. Marro, Company
[illegible] Torrey Building
Duluth, Minnesota

Amount Claimed:	Differences (Explained Below)	Amount Approved
$ 6,[illegible].99	$78.00	$2,[illegible].93 (Gov't. Claim - $2,[illegible].46)
Bu. Voucher No.	Payee's Invoice No.	Period
[illegible]	[illegible] - Contract (218)	June - July 1964

EXPLANATION

Billboards charged at rate of $30.00 per hour through contract No. 1 provides the rate of $17.00 per hour.

OFFICIAL FILE COPY
O. M. E
RECEIVED SEP 24 1964

DATE	INITIALS	CODE
		✓

Any reclaim for items deducted must be supported by the original of this statement and submitted to the office shown above.

Suspension made by:

Signature
[illegible] A. [illegible]
Chief, Accounting Section

Title

44616

MME FORM 60
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Docket No. 6344
Contract No. 14-23-090-2189

OPERATOR'S MONTHLY VOUCHER

For Month of JUNE-JULY, 1964

Contract Amount $ 81,680.00
Gov't. Participation % 50 $ 40,840.00
Mineral(s) Gold-silver

Operator's Name W. S. Moore Co.
Address 400 Torrey Building, Duluth, Minn.

COST CATEGORIES	FOR OPERATOR'S USE			FOR GOVERNMENT APPROVAL ONLY		
	MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE	MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE
Fixed Unit Costs and						
(1) Independent Contracts:						
Bulldozing	$1,404.00	-0-	$ 1,404.00	1,326.00		
Drifting						
Crosscutting						
Drilling	2,426.63	-0-	2,426.63	2,426.63		
(2) Personal Services:						
Supervision & Technical						
Outside Consultants						
Incid. Allow.	143.80	-0-	143.80	143.80		
(3) Operating Mat'l. & Supplies:						
Timber						
Explosives						
Pipe						
Rail						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehab. & Repairs:						
Buildings, Fixtures, etc.						
Operating Equipment						
(6) New Buildings, Fixtures, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Analytical Work	149.50	-0-	149.50	149.50		
Payroll Taxes						
Employee's Liability Ins.						
Core boxes	35.00	-0-	35.00	35.00		
TOTALS	$4,158.93	-0-	$4,158.93	4080.93	—	4,080.93

I certify that the above bill is correct and just and that payment therefor has not been received.

Date Aug 20 1964 *Payee W. S. Moore Co.

Per Warren S Moore Title President

* 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.

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

(INSTRUCTIONS ON REVERSE)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 2,040.46

Signature BLB
(Authorized Certifying Officer)

Date 9/22/64 Vou. No. 391-3

(SEE OTHER SIDE)

Certification by Government Representative:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating an exploration project in accordance with the terms of Contract No. 2189

Signature Hugh M. Tomore Title _____ Date _____

Approved by OME Executive Officer or Alternate:

Signature Hugh M. Tomore Title Acting Field Officer Date 9-16-64

OPERATOR'S MONTHLY REPORT

The Operator, under an Office of Minerals Exploration contract, is required to report monthly to the Government. The report consists of three parts.

FIRST, the Operator's Monthly Voucher on MME Form 60 listing the project costs incurred and claimed by the Operator is the voucher basis for payment of the Government's share of the cost.

SECOND, the Operator's Progress Report on MME Form 61 is a statistical report of the units and cost of of work performed under the contract.

THIRD, the Operator's Narrative Report is a concise description of the work performed, results accomplished, and any unusual situations encountered, illustrated and supported by engineering-geological maps or sketches, drill hole logs, assay reports, etc., as pertinent.

The Operator submits the original and four copies of each of the three sections of this report to the OME regional Executive Officer at the end of each month during the life of the contract.

PREPARATION OF OPERATOR'S MONTHLY VOUCHER, MME FORM 60

After all applicable spaces are filled in, the Operator or his agent must sign the certification in the lower left corner. Categories (2) through (7) apply to "Actual Cost" contracts only.

Under "Fixed Unit Costs" and Category (1) report, (a) the total fixed unit costs of work performed under contract provisions for contribution by the Government on a basis of "fixed unit costs"; and (b) the claimed costs of work performed on a unit-price basis by independent contractors.

Under Category (2) include the claimed costs of all payrolled and invoiced supervisory, technical, and labor personnel, except the costs for services applicable to Categories (5) and (6).

Under Category (3) include the claimed costs of all project materials and supplies other than those used for work under Categories (5) and (6).

Under Category (4) report claimed rentals on equipment belonging to a third party, claimed payments or obligations for payments on the Operator's purchase of equipment, and claimed depreciation for the use of Operator-owned equipment.

Under Categories (5) and (6) include all claimed costs of labor, supervision, technical services, operating materials and supplies, and all other items used in (5) the initial rehabilitation and repairs of existing buildings, fixtures, installations (exclusive of mine workings), and operating equipment; and (6) the installation or construction of new buildings, fixtures, and fixed improvements (exclusive of mine workings). Do not report these costs under Categories (2), (3), (4), and (7).

Under Category (7) include all miscellaneous claimed costs such as repairs (other than initial) and maintenance of equipment, sampling and analysis, travel, communication, accounting, office expenses, and the Operator's share of payroll taxes and insurance.

Except for amounts claimed under "fixed unit costs" provisions of the contract, all costs claimed in this voucher must be supported by documentary evidence consisting of: (a) certified copies or transcripts of payrolls which list each employee, wage rate, period of employment, gross earnings, itemized deductions, and net earnings; (b) original or certified copies of invoices, statements of accounts, or purchase orders which indicate items of materials or services, quantities, unit prices, total charges, and payment terms; and (c) certified memoranda of the Operator for such items as depreciation of Operator-owned equipment, unemployment taxes, and employee's liability insurance. The certification may be stated thus, "Certified True Copy (or Transcript)", followed by the signature of the Operator or his agent. One copy of each document should accompany the original of this voucher.

The requirement for submitting documentary evidence of claimed costs may be waived by the OME regional Executive Officer if he determines that it is impracticable for an Operator to submit this material. In any case of waiver of this requirement an "on-site" audit by an OME auditor is necessary prior to payment of the final Operator's Monthly Voucher.

RECEIVED SEP 18 1964 OFFICE OF THE SECRETARY FISCAL SECTION

MME FORM 61
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OPERATOR'S PROGRESS REPORT For Month of JUNE-JULY, 1964 Docket No. 6344

Operator's Name W. S. Moore Co. Contract No. 14-23-090-2189

OPERATION	UNITS	FOR OPERATOR'S USE: UNITS THIS MONTH	UNITS TO DATE	COSTS TO DATE	FOR GOVERNMENT USE: APPROVED UNITS THIS MONTH	APPROVED UNITS TO DATE	APPROVED COSTS TO DATE
Drifting							
Crosscutting							
Raising							
Shafts							
Winzes							
Other Underground							
Drilling, Core-Diamond NX	Ft	359.5	359.5	$2,426.63			
Rotary							
Drilling, Non-core-Diamond							
Rotary							
Churn							
Percussion							
Miscellaneous Core boxes	Ea	35	35	35.00			
Incid. Allow.	Ft	359.5	359.5	143.80			
Roads and Trails	Hr	78	78	1,404.00			1326.00
Stripping							
Trenching							
Test Pitting							
Other Surface Work							
Initial Rehabilitation and Repairs							
Rehabilitation of Mine Workings							
New Buildings, Fixtures, etc.							
Operating Equipment Purchases							
Analytical Work				149.50			
TOTAL TO DATE *(per MME Form 60)*				$4,158.93			$4080.93

REMARKS

(Continue on back)

REMARKS
Disallow $78.00 bulldozing
See Amendment No. 1.

(Continue on back)

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 Aug 30 1964 Operator W. S. Moore Co.

Per Warren S Moore Title President

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

I certify that the information above is complete and accurate to the best of my knowledge and belief.

Signature Hugh M. Conyers

Title Acting Field Officer
Government Representative

Date 9-16-64

(INSTRUCTIONS ON REVERSE)

REMARKS *(Cont.)*

REMARKS *(Cont.)*

INSTRUCTIONS FOR PREPARING OPERATOR'S PROGRESS REPORT, MME FORM 61

This report is the second of the three parts of the Operator's Monthly Report. Submit the original and four copies.

The cost for each operation should be the total of all claimed costs attributable to that type of work with two exceptions, namely—operating equipment purchased and analytical work which are stated separately. For example, drifting costs should be the total of all costs chargeable to drifting including supervision, technical services, timbering (if any), etc. Similarly, drilling costs should include the cost of cementing, reaming, core boxes, etc. This procedure of distribution holds whether the contract was written on an actual cost or a unit cost basis, or some combination of the two. Distribute the cost of such general items as supervision, equipment rented, etc. according to relative footages or on some other conventional basis. The item "Initial Rehabilitation and Repairs" covers all rehabilitation and/or repairs other than the rehabilitation of mine workings.

The item titled "Drilling, Non-core Percussion" includes all drilling performed with wagon, jack-hammer, stoper and mounted drills. The several items labelled "Other" are provided to take care of particular exploration operations not specified on this form.

NARRATIVE REPORT - JULY, 1964

SUMMITVILLE MINES PROJECT

W. S. MOORE COMPANY

Rio Grande County, Colorado

Docket No. 6344
Contract No. 2189

INTRODUCTION

This report summarizes exploration completed under the above contract for the month of July and the last week in June.

DESCRIPTION OF COMPLETED WORK

Preparatory work to beginning the exploration program, such as snow removal on the road to Summitville and camp installation, started the last part of May. Actual work under the contract commenced on June 19, consisting of bulldozer work to prepare Hidden vein drill sites.

Bulldozer Work

A total of 78 hours has been used. This has accomplished the preparation of Hole T-1 drill site. Also, the 7 specified cuts along the Annie vein in the Copper Hill Knob area are complete, and a portion of the cuts in the Esmond-Pickens vein area are finished. Over a week of time was lost due to repairs. An Allis-Chalmers HD-16 bulldozer is being used which is equivalent to a Caterpillar D-8. The dozer has done an excellent job of excavating the exploration cuts to a considerable depth, in spite of very hard silicified rock.

Drilling

Hole T-1 of the Tewksbury Pipe sub-project was the only hole completed, although Hole GH-1 of the Hidden vein subproject was nearly complete and is down 317.5 feet. Himes Drilling Company was on this hole when they terminated their contract and, as the contract was assumed by Justice Drilling Company, they will finish Hole GH-1 early in August.

Core recovery on Hole T-1 was an excellent 98.8%. Generally the drilling has progressed quite well. Some difficulty was experienced with the T-1 drill site, where the bank sloughed in on the drill rig, necessitating a new site.

Sampling and Mapping

All the veins exposed in the Annie cuts have been mapped and sampled and a map showing results is enclosed. Part of the Esmond-Pickens cuts have been sampled and results will be submitted with the August report.

Interesting sections of core have been split and half sent for assay. Assaying has been divided between Charles G. Parker and Company in Denver and Mineral Assay Laboratory in Grand Junction, with one batch only to Brown Laboratory in Grand Junction.

GEOLOGY AND ASSAY RESULTS

Annie Vein Bulldozer Cuts

Seven cuts have exposed the Annie vein system quite well. (See plan map). One vein extends the length of the area in a N 70° W direction, and is probably the "Portal Vein" at the Copper Hill portal, mentioned in early reports on the Summitville Mine. The width is good (8'- 10'), but the gold-silver assays were quite low. Similar assays were obtained from a parallel vein 50 feet southwest. Copper assays were also run, and as expected, were very low in the oxide zone. The highest assay (5' .14 Au, 2.46 Ag, .171 Cu) is from a vein on top of Copper Hill knob. Since this is only 100' from the Hidden vein, it may be a split from this vein or a separate one within the Annie vein system. However, it is not ore-grade where sampled and does not appear to be a strong vein worth drilling at depth. Stage II of the Annie Vein subproject does not appear warranted unless new surface data would change this view.

Hole T-1

The geologic-assay log with complete assays is submitted with this report. Results are very encouraging as a substantial ore zone has been found from 93' - 110'. Average widths and grades are as follows:

Depth	Width	Oz Au	Oz Ag	$/Ton
93'-110'	17'	.25	3.54	$13.32
103'-110'	7'	.35	3.12	16.27

Because of the flat hole angle of -10°, the vein was intersected nearly at right angles and these are true widths. The vein is on the footwall side of the Tewksbury Pipe. Low-grade mineralization is present throughout the first 93 feet of the pipe which consists of vuggy quartz or completely silicified quartz latite. Quartz-alunite alteration extends for 120 feet into the footwall of the Tewksbury Pipe, but does not appear to contain much disseminated mineralization. The balance of the hole shows moderate alteration of the argillic-chloritic type and weak to moderate pyritization. The vein correlates quite well with the high-grade zone sampled by Newmont Mining Company (Average assay is shown on cross-section), and very likely is an extension of the Tewksbury vein into the pipe itself.

Hole T-2 has intersected a similar ore-zone, and complete assays will be reported in August.

Respectfully submitted,

Charles E. Melbye

Charles E. Melbye
Geological Engineer
Consultant to W. S. Moore Company

THE BROWN LABORATORY
2263 Broadway
GRAND JUNCTION, COLORADO 81501

ANALYTICAL DEPARTMENT

Phone 242-4589

CERTIFICATE OF ANALYSIS

TO

W. S. Moore Company
P. O. Box 340
Del Norte, Colorado

Date 7-14-64
Order No. 17102-S

Material: Ore Samples
Received: 7-12-64
For: Analysis

Lab. No.	Your No.	Description	Ounces Per Ton Gold	Silver	%Cu	%Pb	%Zn
17102-1	1208		-0.005	0.12	0.015		
17102-2	1209		Trace	0.03	0.020		
17102-3	1210		0.02	0.21	0.025		
17102-4	1211		0.07	0.27	0.040		
17102-5	1212		0.11	0.39	0.040		
17102-6	1213		Trace	0.08	0.040		
17102-7	1214		Trace	0.13	0.055		
17102-8	1215		Trace	0.08	0.030		
17102-9	1216		Trace	0.04	0.030		
17102-10	1217		0.14	0.22	0.050		
17102-11	1218		-0.005	0.06	0.030		
17102-12	1219		Trace	0.04	0.020		
17102-13	1220		0.005	0.15	0.070		
17102-14	1221		-0.005	0.13	0.040		
17102-15	1222		Trace	0.005			
17102-16	1223		Trace	Trace			
17102-17	1224		Trace	-0.005	0.020		
17102-18	1225		0.10	0.42	0.020		
17102-19	1226		-0.005	0.07	0.015		
17102-20	1227		0.14	2.46	0.171		
17102-21	1228		-0.005	0.10	0.045		
17102-22	1229		Trace	0.03	0.040		
17102-23	1230		Trace	0.005	0.055		
17102-24	1231		0.02	0.04	0.035		

Analyst

Minerals Assay Laboratory

549 Noland Avenue -:- Grand Junction, Colorado

Date [illegible]

NAME [illegible]

ADDRESS [illegible]

LAB. NO	[illegible]	SAMPLE RECEIVED		PERCENT URANIUM % U_3O_8	PERCENT VANADIUM % V_2O_5	OZ. GOLD PER TON	OZ. SILVER PER TON	PERCENT COPPER
[illegible]	[illegible]	[illegible]	7/20/64			[illegible]	[illegible]	[illegible]
[illegible]	0	[illegible]	7/20/64			[illegible]	[illegible]	[illegible]
[illegible]	0	[illegible]	0			[illegible]	[illegible]	[illegible]
[illegible]	0	[illegible]	7/20/64			[illegible]	[illegible]	
[illegible]	0	[illegible]	0			[illegible]	[illegible]	
[illegible]	0	[illegible]	0			[illegible]	[illegible]	
[illegible]	0	[illegible]	0			[illegible]	[illegible]	
[illegible]	0	[illegible]	0			[illegible]	[illegible]	
[illegible]	0	[illegible]	0			[illegible]	[illegible]	
[illegible]	0	[illegible]	7/20/64			[illegible]	[illegible]	
[illegible]	0	[illegible]	0			[illegible]	[illegible]	
[illegible]	0	[illegible]	0			[illegible]	[illegible]	
[illegible]	0	[illegible]	0			[illegible]	[illegible]	
[illegible]	0	1[illegible]	0			[illegible]	[illegible]	
[illegible]	0	[illegible]	0			[illegible]	[illegible]	
[illegible]	0	[illegible]	0			[illegible]	[illegible]	
[illegible]	0	[illegible]	0			[illegible]	[illegible]	
[illegible]	0	[illegible]	7/20/64		T-1	[illegible]	[illegible]	
[illegible]	0	[illegible]	0		T-1	[illegible]	[illegible]	
[illegible]	0	[illegible]	0		T-1	[illegible]	[illegible]	

TOTAL CHARGES $

[illegible]

Minerals Assay Laboratory

549 Noland Avenue -:- Grand Junction, Colorado

Date 8/3/64

NAME [illegible]

ADDRESS [illegible]

LAB. NO	8/2/64	SAMPLE RECEIVED		PERCENT URANIUM % U_3O_8	PERCENT VANADIUM % V_2O_5	OZ. GOLD PER TON	OZ. SILVER PER TON
[illegible]	[illegible]	[illegible]	7/20/64		T-1	[illegible]	[illegible]
[illegible]	0	[illegible]	0		T-1	[illegible]	[illegible]
[illegible]	0	[illegible]	0		T-1	[illegible]	[illegible]
[illegible]	0	[illegible]	0		T-1	[illegible]	[illegible]
[illegible]	0	[illegible]	0		T-1	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]					

TOTAL CHARGES $

[illegible]

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

September 16, 1964

RECEIVED		
DATE		
9/18	w/ leave	120 m
		120

Memorandum

To: George C. Selfridge, Chief
Division of Exploration Operations
Washington, D. C. 20240

From: Acting Field Officer, OME, Region III

Subject: OME-6344 (Gold-Silver)
Contract 2189
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

Enclosed are the original and two copies of executed Amendment No. 1 to the subject contract.

Hugh M. Connors
Hugh M. Connors

cc: E. D. Talbert
2189
Chron

Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

ORIGINAL FILE COPY
O. M. E.
RECEIVED
DATE INITIAL
9/11 on leave 120 m
120

September 8, 1964

W. S. Moore Co.
400 Torrey Building
Duluth, Minnesota

Re: OME-6344 (Gold-Silver)
Contract 2189
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colo.

Dear Mr. Moore:

Enclosed are the original and four copies of proposed Amendment No. 1 to the subject contract.

If the proposed amendment is satisfactory to you please sign all copies, retain the Operator's copy and return the original and all other copies to this office.

You will note that in changing bulldozing to Unit Costs, the hourly rate was reduced to reflect such profits as an independent contractor might expect for the work. When the Operator performs the work with its own personnel and equipment, the Government contributes only to the actual cost.

Yours very truly,

Hugh M. Connors
Acting Field Officer
OME, Region III

cc: G. C. Selfridge
K. D. Talbert
2189
Chron

ME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
8/28	Fagan	120M
8/28	Talbert	800
	On Leave	130
8/28	Johnson	110
	On leave	100
8/28	Cal	220
		120M

AUG 28 1964

Memorandum

To: Acting Field Officer, Region III

From: Acting Chief, Division of Exploration Operations

Subject: OMX-6344 (Gold-Silver
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado
Contract 2189

Enclosed are the original and four copies of a proposed Amendment No. 1 (two pages) to the subject contract, signed by the Acting Director for the Government. Also enclosed is an extra copy of the proposed amendment for field use.

If the proposed amendment is satisfactory to you and the Operator, all five copies should be signed by the Operator. Thereafter, please distribute the copies in the usual manner.

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

The second paragraph of your letter of August 17, 1964, to Mr. Melbye infers that the proposed amendment would be approved. There is always the possibility that a proposed amendment may not be approved by the Washington Office; therefore, such statements should not be made to an operator unless a proposed amendment is within the delegated authority of the Field Officer.

Mr. Moore's application lists the bulldozer work under Independent Contracts which, presumably, always include a profit for the subcontractor. When the Operator performs the work with its own personnel and equipment, the Government contributes only to the actual cost. Therefore, in this amendment, in changing the bulldozing to Unit Costs, we have reduced the hourly rate to reflect such profits as an independent contractor might expect for the work.

/s/ F. M. Murphy

Enclosures

FMMurphy/gla 8-28-64
cc to: Director's Reading File
Review Committee
Docket

23263

Government's Copy

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

AMENDMENT NO. 1

It is agreed this _____ day of _____, 1964, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and W. S. Moore Co., hereinafter called the "Operator," that Exploration Contract 2189 (OME-6344), dated May 22, 1964, is amended effective August 1, 1964, as follows:

1. In Exhibit A under the heading Description of the Work, Stage II:

(a) In the description for the Tewksbury Pipe Subproject, the following paragraph is added:

"In the Tewksbury Pipe area bulldoze a trench across the projected strike of the vein at a point about 100 feet due south of drill Hole T-2. Two trenches shall be bulldozed along the projected extension of the Parole vein to the southwest; one 350 feet S. 45° W., and the second 550 feet S. 45° W. of the shaft at the Tewksbury glory hole. Not to exceed 20 hours of bulldozer work shall be performed in completing the three trenches."

(b) In the description for the Annie Vein Subproject, the last sentence "Twenty hours of bulldozing may be utilized to prepare drill sites" is deleted.

2. In Exhibit A under the heading Estimated Costs of the Project, the specifications and costs for bulldozing in Category (1) Independent Contracts in Stages I and II are transferred to Fixed Unit Costs in each respective stage.

This amendment shall not be construed to increase the estimated total cost of the contract or the aggregate total amount which the Government may be required to contribute.

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Long
Asst. Sol. Off.

By _____
Acting Director, Office of
Minerals Exploration

W. S. MOORE CO.

By _____ Title _____

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
8/26	Murphy	120M
	Cullaine	130
8/26	Johnson	110
		100
8/26	Cal	220
		120M

August 26, 1964

Memorandum

To: Files

From: Chief, Contract Administration & Audit Division

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado
Contract 2189

On the afternoon of August 25 the Acting Field Officer of OME Region III telephoned in regard to the subject contract. Mr. Connors stated that he had just discovered that he had committed a "boner" in accepting the contract as written and having the Operator execute it.

The contract provides for bulldozing under Category (1) Independent Contracts, whereas the Operator planned to use and did use its own equipment. This just came to Mr. Connors' attention on receipt of the Operator's first MME Forms 60 and 61 and he wished to know what to do about it.

I told him that the bulldozing necessarily would have to be suspended pending justification of and execution of an appropriate amendment. He asked if an amendment couldn't be accelerated so that, if he held the voucher, approval would be possible within a week or so. I agreed to ask Mr. Murphy to draft and clear through the Office of the Solicitor an amendment, if in the meantime Mr. Connors would send in his request and justification for granting a fixed unit cost at the same rate as the maximum rate presently allowable for an independent contract presumably including a profit.

Later, in discussing the matter with Mr. Murphy, I found that a proposed amendment transferring bulldozing hours between two subprojects was in the Office of the Solicitor. Accordingly, Mr. Murphy recalled the proposed amendment and incorporated a provision transferring the bulldozing costs, in both Stages I and II, from Category (1) to Fixed Unit Costs.

EDTalbert/ama 8-26-64

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

23263

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

AIR MAIL

August 25, 1964

OFFICIAL FILE COPY
RECEIVED Aug 27 1964
DATE 8/27 ~~[illegible]~~ 120 m
120

Memorandum

To: George C. Selfridge, Chief
Division of Exploration Operations
Washington, D. C. 20240

From: Acting Field Officer, OME, Region III

Subject: OME-6344 (Gold-Silver)
Contract 2189
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

There is an error in the subject contract that should be corrected. The Applicant stated that he owned and had an Allis-Chalmers HD-16 bulldozer on the property. This is equivalent to a Caterpillar D-8.

Will you please prepare an Amendment to the contract to take bulldozing out of category (1) Independent Contracts.

Could this be included with the Amendment requested by the Operator and forwarded with my memorandum of August 17, 1964.

Hugh M. Connors
Hugh M. Connors

cc: E. D. Talbert
2189
Chron

This was written after Connors telephoned Talbert. [illegible]

DRAFT
8/24/64
FMMurphy/gla

Docket copy

Murphy

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

AMENDMENT NO. 1

It is agreed this _____ day of _____, 1964, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and W. S. Moore Co., hereinafter called the "Operator," that Exploration Contract 2189 (OME-6344), dated May 22, 1964, is amended effective August 1, 1964, as follows:

1. In Exhibit A, Description of the Work, Stage II:

   (a) In the description for the Tewksbury Pipe Subproject, the following paragraph is added:

   "In the Tewksbury Pipe area a trench shall be bulldozed across the projected strike of the vein at a point about 100 feet due south of drill Hole T-2. Two trenches shall be bulldozed along the projected extension of the Parole vein to the southwest; one 350 feet S. 45° W., and the second 550 feet S. 45° W. of the shaft at the Tewksbury glory hole. Not to exceed 20 hours of bulldozer work shall be performed to complete the three trenches."

   (b) In the description for the Annie Vein Subproject, the last sentence "Twenty hours of bulldozing may be utilized to prepare drill sites" is deleted.

2. In Exhibit A under Estimated Costs of the Project, the specifications and costs for bulldozing in Category (1) Independent Contracts in Stages I and II are transferred to Fixed Unit costs in each respective stage.

This amendment shall not be construed to increase the estimated total cost of the contract or the aggregate total amount which the Government may be required to contribute.

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By_____
Acting Director, Office of
Minerals Exploration

W. S. MOORE CO.

By_____

Title_____

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

August 17, 1964

OFFICIAL FILE COPY
O. M. E
RECEIVED AUG 21 1964

DATE	INITIALS	
8/24		800
		120 m
		120

Memorandum

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

From: Acting Field Officer, OME, Region III

Subject: OME-6344 (Gold-Silver)
Contract 2189
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

Attached are Mr. Melbye's letter of August 13, 1964 and a copy of my reply.

Will you please prepare the requested Amendment.

Hugh M. Connors

Hugh M. Connors

cc: 2189
Chron

Re: OME-6344

Looks like Connors rather over-stepped his authority in advising Apr. that an amendment "will" be prepared.

The contract does not include any trenching on the Tenderbury Pipe sub-project.

Talbert
8/24/64

Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

August 17, 1964

Mr. Charles E. Melbye
Consultant to W. S. Moore Co.
2220 Foothills Road
Golden, Colorado

Re: OME-6344 (Gold-Silver)
Contract 2189
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

Dear Mr. Melbye:

This will confirm verbal Government approval to proceed with the first hole in Stage II of Tewksbury subproject.

An Amendment will be prepared to change 20 hours of bulldozer time in Stage II from drill site preparation to exploration trenching. This is in accordance with your request of August 13, 1964.

Very truly yours,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

cc: Moore Co. - Summitville, Colo.
G. C. Selfridge
Contract 2189
Chron

CHARLES E. MELBYE AND ASSOCIATES

MINING - GEOLOGICAL - GEOPHYSICAL - ENGINEERS

August 13, 1964

Mr. Hugh M. Connors
Acting Field Officer
Office of Mineral Exploration
Denver Federal Center
Denver, Colorado

Re: OME-6344 (Gold-silver)
Contract No. 2189
W. S. Moore Co.
Summitville Mines

Dear Mr. Connors:

The two holes, T-1 and T-2, of the Tewksbury Pipe subproject in the W. S. Moore Co. contract have been completed, and assays are complete for Hole T-1 and partially complete for T-2.

These results are very encouraging in that a substantial ore zone has been found within the Tewksbury Pipe. A geologic-assay log of HolesT-1 is enclosed, and the assays for Hole T-2 are listed as follows:

Depth	Oz Au	Oz Ag
5'-10'	.06	2.9
10'-15'	.14	5.2
15'-20'	.12	2.5
20'-25'	.10	3.8
25'-30'	.34	11.8
30'-35'	.34	11.3
35'-40'	.30	9.6
40'-45'	Tr	Tr

The following average widths and grades are indicated:

		Oz Au	Oz Ag
Hole T-1	93'-110'	.25	3.54
	103'-110'	.35	3.12
Hole T-2	10'-40'	.22	7.24
	25'-40'	.33	10.9

Therefore, we are requesting permission to proceed with Stage II of the Tewksbury subproject, which calls for 1250 feet of drilling in 3 or 4 holes. The first hole is proposed as shown on the accompanying cross-section. It is midway between T-1 and T-2 and 75 feet east. It will intersect the vein about 200 feet below with an estimated depth of 300 feet and a vertical angle of -60°. The bearing is proposed again in a due West direction.

2020 FOOTHILLS ROAD

P. O. BOX 309 [redacted] CRestview 9-1542

GOLDEN, COLORADO

Mr. Hugh M. Connors ? August 13, 1964

It is suggested that the other 2 or 3 holes and their locations be held up pending completion of Hole T-3 and of additional bulldozer cuts. In this respect, we are further requesting that 20 hours of the Stage II bulldozing time for drill site preparation be changed to allow its use for exploration. Since the Annie vein bulldozing has not discovered economic mineralization, it is unlikely that the 20 hours allowed under Stage II will be needed. One cut should be located 100 feet due South of Hole T-2 and two cuts along the Parole vein extension to the southwest; one 350' S45°W and the second 550' S45°W of the shaft at the Tewksbury glory hole. These cuts should be very useful in properly locating the remaining 2 or 3 holes.

Your consideration of this request will be appreciated.

Sincerely,

Charles E. Melbye

Charles E. Melbye
Consultant to W.S. Moore Co.

M/am
cc: W. S. Moore Co. (Reno)
(Summitville)

UNITED STATES
DEPARTMENT of the INTERIOR

★★★★★★★★★★★★★★★★★★★★★news release

OFFICE OF MINERALS EXPLORATION Dakan - 343-5348

For Release AUGUST 5, 1964

W. S. MOORE CO., OF DULUTH, MINNESOTA, TO EXPLORE FOR GOLD AND SILVER IN RIO GRANDE COUNTY, COLORADO

The Office of Minerals Exploration has contracted to assist the W. S. Moore Company, a small operator of Duluth, Minnesota, to explore for gold and silver at the Summitville Mines in Rio Grande County, Colorado, the Department of the Interior announced today.

The contract authorizes exploration by trenching and core drilling. The Summitville district has produced more than $7 million since the discovery of gold there in 1870. Total cost of the work is estimated at $81,680, of which the Government participation is $40,840.

Under the exploration assistance program, the OME participates in the cost of exploration for 35 mineral commodities. Funds provided by the Government are repaid by a royalty on production.

Additional information and application forms for OME assistance in Arizona, Colorado, Kansas, Nebraska, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, Utah, and Wyoming may be obtained from the OME - Region III - Building 20, Denver Federal Center, Denver, Colorado 80225.

Other areas are covered by the following offices:

OME - Region I - South 157 Howard Street, Spokane, Washington 99204;

OME - Region II - Room 9007, 450 Golden Gate Avenue, Post Office Box 36012, San Francisco, California 94102;

OME - Region IV - Room 11, Post Office Building, Knoxville, Tennessee 37902;

The Office of Minerals Exploration, Department of the Interior, Washington, D. C. 20240.

x x x

P.N. 50322-64

Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

July 20, 1964

OFFICIAL FILE COPY
O. M. E
RECEIVED JUL 23 1964

DATE	INITIALS	CODE
7/23	[illegible]	800
		120
7/24	[illegible]	120M

Charles E. Malbye
Consultant to W. S. Moore Co.
2220 Foothills Road
Golden, Colorado

Re: OME-6344 (Gold-Silver)
Contract 2189
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

Dear Mr. Malbye:

This will confirm verbal Government approval for Justice Drilling Co. to perform the subject contract drilling instead of the Mines Drilling Co., providing the specifications and prices are the same as shown in the contract.

Yours very truly,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

cc: W. S. Moore Co.
G. C. Selfridge
Contract 2189
Chron

OME
DEPARTMENT OF THE INTERIOR

JUL 1 1964
REGION III
DENVER, COLORADO

July 15, 1964

Mr. Hugh M. Connors
Acting Field Officer
OME, Region III
Denver Federal Center
Denver, Colorado

Re: OME-6344, Contract 2189
Summitville Mines
W. S. Moore Co.
Rio Grande Co., Colorado

Dear Mr. Connors:

This letter constitutes our formal request to change drilling contractors on the Summitville project, this change being verbally approved by you.

Himes Drilling Company wishes to withdraw from the contract, and Justice Drilling Company, Boise, Idaho is willing to take over the contract at the same prices as bid by Himes and as specified in the contract. Justice Drilling Company is presently drilling for W. S. Moore Co. at Summitville on non-OME work, so that there will be very little delay in making this change.

Your consideration of this request is appreciated.

Sincerely,

Charles E. Melbye

Charles E. Melbye
Consultant to W. S. Moore Co.

M/am
cc: W. S. Moore Co.
Himes Drilling Co.
Justice Drilling Co.

OME
DEPARTMENT OF THE INTERIOR
JUL 1964
REGION III
DENVER, COLORADO

June 29, 1964

Mr. Hugh M. Connors
Acting Field Officer
OME, Region III
Denver Federal Center
Denver, Colorado

Re: OME-6344 (Gold-silver)
Summitville Mines
W. S. Moore Co.
Rio Grande Co., Colorado

Dear Mr. Connors:

This letter will inform you that work was started under the above OME contract on June 19. This work consisted of bulldozing of drill sites.

Due to delays in commencement of drilling, there will only be very small charges for June. Therefore, unless we hear from you to the contrary, all June charges will be included in the July voucher.

Sincerely,

Charles E. Melbye

Charles E. Melbye
Consultant to W. S. Moore Co.

cc: W. S. Moore Co.

OFFICIAL FILE COPY
O M E
RECEIVED
JUL 1964

DATE		
7/7		200
7/8		500

OFFICIAL FILE COPY

Date	Surname	Code
	GCL	120
6/19	[illegible]	110
6-19	[illegible]	100
	[illegible]	400
6/22	[illegible]	500

JUN 19 1964

Memorandum

To: FILES

From: Chief, Division of Field Operations

Subject: OME-6344, W.S. Moore
OME-6314, Gas Hills Uranium Company
OME-6231, Nye Metals, Inc.
OME-6250, Frank O. Richardson

On June 17 Mr. Connors called the writer to apologize for not sending the teletypes stating that W. S. Moore, OME-6344 and the Gas Hill Uranium Company, OME-6314 contracts had been signed. Inadvertently the starting date was not entered on the latter contract and he requested that we insert the date July 1, 1964. Work actually had started on June 22.

Mr. Connors had visited the Nye Metals, Inc., OME-6231 project and had examined the core from the last surface hole. Assays were not available. To be sure he asked if the underground drilling previously agreed upon was still okey. He was informed that the company could do that underground drilling should it wish.

With reference to the Frank O. Richardson, OME-6250 project, Mr. Connors stated that work was being actively undertaken.

George C. Selfridge

43683

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

June 9, 1964

Memorandum

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

From: Acting Field Officer, OME, Region III

Subject: OME-~~6334~~ 6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

Enclosed are the Government's, Audit's, and Fiscal Section's executed copies of the subject contract.

T. M. Romslo for
Hugh M. Connors

Attachments

cc: Contract 2189
Contract 2149 (corres.)
Chron

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUN 11 1964

DATE	INITIALS	CODE
		500

Copy to 800

WARREN S. MOORE, PRESIDENT
HIRAM E. REESE, VICE PRESIDENT
V. G. ETEM, GENERAL MANAGER
ROBERT J. KENNEDY, SECRETARY

TELEPHONES:
DULUTH - 727-5068
HIBBING - 263-3613

W. S. MOORE CO.
IRON ORE MINING AND CONTRACTING
400 TORREY BUILDING
DULUTH, MINNESOTA 55802

OME
DEPARTMENT OF THE INTERIOR
JUN 9 1964
REGION III
DENVER, COLORADO

June 8, 1964

Mr. Hugh M. Connors
Acting Field Officer, OME
Region III
U.S. Department of the Interior
Office of Minerals Exploration
Bldg. 20 - Denver Federal Center
Denver, Colorado, 80225

Re: Docket OME-6344 (gold-silver)
Summitville Mines
Rio Grande County, Colo.
Proposed Contract 2189

Dear Sir:

Enclosed are the original and three copies of a proposed contract on the Summitville Mines, which have been fully executed by the W. S. Moore Co. We have retained the Operator's copy for our files.

Very truly yours,

Warren S. Moore

WARREN S. MOORE
r
encls.

Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUN 1 1964
DATE INITIALS CODE
Received 500

May 28, 1964

W. S. Moore Co.
400 Torrey Building
Duluth, Minnesota

Re: Docket OME-6344 (Gold-Silver)
Summitville Mines
Rio Grande County, Colo.
Proposed Contract 2189

Dear Mr. Moore:

Enclosed are the original and four copies of a proposed contract on the Summitville Mines.

If the proposed contract is satisfactory to you all copies should be signed by an authorized representative and acknowledged by the Secretary of your company. You should then retain the Operator's copy and return the others to this office.

If any part of the proposed contract does not have your approval, the original and all copies are to be returned to this office together with the proposed changes for consideration.

The 6-1/2 percent interest accrues from the dates on which the individual payments are made by the Government and like the principal is repayable from royalty on production.

Yours very truly,

ORIGINAL SIGNED BY

Hugh M. Connors
Acting Field Officer, OME
Region III

cc: G. C. Selfridge
2189
Chron

(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
	Reinwald	500
5/22	Talbot	800
	GCL	130
"	Johnson	110
"	[illegible]	100
5/22	Coe	220
		500

MAY 2 2 1964

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Field Operations

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

Enclosed are the original and four copies of a proposed contract for the subject mines. The contract consists of MME Form 50 (7 pages), Annex I (3 pages), 2 Lien or Subordination Agreements (1 pending execution by the Riggs), Exhibit A (7 pages), Exhibit B (1 page), and 7 maps (Figures 2 and 3, and Plates 2, 4, 6, 11, and 12). An extra copy of the contract is also enclosed for field use. All copies have been signed by the Acting Director for the Government. You should insert the date for commencement of the work.

We are enclosing a copy of the May 12 memorandum from the Assistant Solicitor. Please be guided by his instruction that a Lien or Subordination Agreement from the Riggs must be provided to you before you can release the contract for signature.

If the proposed contract is satisfactory to you and the Applicant, all five copies should be signed by an authorized representative of the Applicant. Thereafter, please distribute the copies in the usual manner.

Please advise the Applicant that the 6½ percent interest accrues from the dates on which the individual payments are made by the Government and like the principal is repayable from royalty on production.

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.

8623

We cannot help being a little dubious as to the value of the diamond drilling program set up in the contract. So often diamond drilling in the oxidized zone proves unsatisfactory; the soft, spongy oxides are very difficult to core and even the sludges present problems. At times the sludges are lost in the hole due to the open, porous conditions and even when there is a sludge return, results are apt to be low due to a certain portion of the heavy fraction being trapped in the cracks and openings of the bottom and walls of the hole.

When the project gets under way, we suggest that you keep it under surveillance and any time when you might feel that a reappraisal was in order, we would be guided by your recommendations. If the overburden is not too heavy, perhaps series of small test pits might work out satisfactorily, or you might have other alternate methods which you would feel would be applicable.

George C. Selfridge (gla)

Enclosures

WRGriswold/mm
5/13/64
cc: Director's Reading File
Review Committee
Docket

P. S. When you receive the Riggs Lien or Subordination Agreement, please insert its date in the last paragraph of Annex I.

It is not intended that the hours of bulldozing assigned the individual subprojects be considered as maximums.

Corrections on final draft

Cementing and redrilling @ $10.00/hr.

Cementing materials, $500.00

Category (3) Operating materials and supplies

None except

250 cardboard core boxes @ $1.00 each		$ 250.00

Fixed Unit Costs 1/

Incidental allowance per foot of drilling completed @ $0.40 ~~(2,300~~ ft.) 2,350		940.00 ~~920.00~~
Assaying		
400 assays for gold and silver @ $2.50	$1,000.00	
100 determinations for copper @ $1.50	150.00	1,150.00
Total estimated costs Stage I		~~$24,390.00~~ 24,410

Stage II

Category (1) Independent Contracts

Bulldozing (D-8)	
95 actual "on the job" working hours @ $18.00/hr.	$ 1,710.00
D-7 @ $15.00/hr.	
Diamond drilling	50,190.00
Overburden drilling, cased, @ $10.00/ft.	
NX standard size, @ $6.75/ft.	
BX standard size, 0 - 200 ft. depth, @ $6.25/ft.	
BX standard size, 200 - 400 ft. depth, @ $6.75/ft.	
AX standard size, 0 - 200 ft. depth, @ $5.75/ft.	
AX standard size, 200 - 400 ft. depth, @ $6.25/ft.	
Noncore drilling, 0 - 200 ft. depth, @ $5.50/ft.	
Noncore drilling, 200 - 400 ft. depth, @ $6.00/ft.	
Reaming and casing	
NX $4.00/ft.	
BX $3.50/ft.	
AX $3.00/ft.	

Cementing and redrilling @ $10.00/hr.

Cementing materials, $1,000.00

Category (3) Operating materials and supplies

None except

600 cardboard core boxes @ $1.00 each		600.00

Fixed Unit Costs 1/

Incidental allowance per foot of drilling completed @ $0.40 (6,250 ft.)		2,500.00
Assaying		
800 assays for gold and silver @ $2.50	$2,000.00	
180 copper determinations @ $1.50	270.00	2,270.00
Total estimated costs Stage II		$57,270.00

SUMMARY

Total estimated cost Stage I	24,410 ~~$24,390.00~~
Total estimated cost Stage II	57,270.00
Total estimated cost of the project	81,680.00 ~~$81,660.00~~
Government participation @ 50%	~~$40,830.00~~ 40,840.00

1/ Includes all costs, Categories 2 through 7, except core boxes.

Extra Copy

File
final draft

MME Form 50
June 1963

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

EXPLORATION CONTRACT
(Long Form)

Docket No.	Commodity	Contract No.	County	State
OME [illegible]	[illegible]	14-23-090-	[illegible]	Colorado

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

[illegible] Co., a [illegible] Corporation

_____,

whose mailing address is [illegible] Torrey Building, Duluth, Minnesota _____, hereinafter called the "Operator," as follows:

ARTICLE 1. Authority and scope.--(a) This contract, entered into under the authority of Public Law 701, 85th Cong., 2d sess. (72 Stat. 700; 30 U.S.C. § 641 - 646), consists of this form, the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed. The work is a search for new or unexplored deposits of the commodity designated above. The Operator shall begin the work on or before _____ (Date), and, subject to the provisions of Article 9 and Exhibit A, shall either have completed the work within [illegible] months from the date of the contract or shall have incurred allowable costs (see Article 6) in a sum not less than the total cost set forth in Exhibit A.

(b) The total allowable cost of the work set forth in Exhibit A is $ 81,680 [illegible]. The Government will contribute 50 percent of the allowable costs as they are incurred, in a total sum not in excess of $ [illegible] in accordance with the provisions of Articles 3, 4, 5, and 6. "Costs incurred" means costs that have been paid or have become due and payable, or that the Government determines have become obligations.

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

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

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

[illegible]

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

[illegible]

(c) The Operator shall preserve and maintain his right, title, or interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a royalty on production and liens for the payment thereof. Two true copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 7 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

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

(b) Independent contracts.--To the extent that the allowable costs are estimated in Exhibit A with express reference to performance by independent contractors on a unit-price basis (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations), the work may be so performed (see Article 6(a), Category (1)). Any such independent contract shall refer to some specific and identifiable part of the work, and shall be subject to all of the pertinent terms and conditions of this exploration contract; but the Government shall not be considered a party thereto, and its rights under this contract, including the right to terminate its contributions, shall not be affected thereby. Regardless of the provisions of any such independent contract, the Government will participate in payments to the independent contractor only as to work performed in accordance with the provisions of this exploration contract, and only to the extent that the Government deems the unit prices for the work under the independent contract to be reasonable.

(c) Government may inspect.--The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract and production operations during the period that royalty is payable to the Government. The Operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 4. Contribution by the Government.-- The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5(b), but all payments by the Government are provisional only, subject to audit. Until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been received, the Government may withhold such sums as are necessary to protect its interests. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. Reports, accounts, audits.--(a) Operator's records.--The Operator shall keep suitable records and accounts of the work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator. If work under this contract is carried on in conjunction with any other operations, or if labor, supervision, services, materials, supplies, equipment, facilities, or other requirements for carrying on the work are also used in connection with other operations, the costs shall be segregated and accounted for on a basis and by methods and accounts that are satisfactory to and approved by the Government.

(b) Monthly reports.--The Operator shall provide the Government with four copies of monthly reports in three sections as follows:

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

(2) Operator's Progress Report showing the number of units of the various types of work performed; and

(3) a narrative report of the work performed during the reporting period, including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground.

(Forms for reporting under (1) and (2) above will be provided by the Government; however, the original of the Operator's Monthly Voucher shall be supported by documentary evidence, such as certified copies or transcripts of payrolls and invoices, for all costs claimed under Article 6 (a) (1).)

EXPLORATION CONTRACT
W. S. MOORE CO.
CMF-6344

ANNEX I

The land referred to in Article 2 of the contract consists of patented and unpatented claims and land parcels as listed below, with all rights pertaining thereto, in Sects. 17, 29, and 30, T. 37 N., R. 4 E. of the New Mexico P.M., all located in the Summit mining district, Rio Grande County, Colorado.

Patented Claims

Name	Survey No.
Golden Queen Lode	62
Little Annie	65
Del Norte	66
Marguerite Lode	67
Little Min	68
San Juan Placer	71
North 500 ft. Little Annie	74
Petersen Placer	75
Summit Placer	75
Rubtail Lode	53
Oding Lode	54
Snow Bank Lode	54
Maltha Lode	607
Golconda Lode	319
Tunnel Lode	320
Bunny Lode	321
Mink Lode	712
Gem Cook Lode	716
Garfield Lode	818
Bay State Lode	896
Little Hattie Lode	877
Sheridan Lode	878
Columbia Lode	879
Bunn Stake Lode	878
Nevada Lode	889
Jubilee Lode	891
Pamela Lode	892
Bay Shrank Lode	893
Lagun Lode	897

EXPLORATION CONTRACT
W. S. MOORE CO.
GSE-6344

EXHIBIT A

The purpose of this project is to explore for ores of gold and silver in veins and locally mineralized wall rocks in areas of quartz latite porphyry believed to contain significant mineralization.

General Provisions

No work under this contract shall be performed at locations that are within 300 feet of the exterior boundaries of the property. No hole may be drilled at a location which is within 100 feet of any other hole. All holes shall be cased through overburden and then continued standard EX core size (2-1/8" core diameter). The holes may be reduced if necessary to standard BX core size (1-5/8" core diameter) or to standard AX core size (1-1/8" core diameter) or approximately equivalent wireline size. Reamers drilling may be done when advisable.

The Government will not contribute to the cost of any incomplete hole.

Significantly mineralized core shall be split and one split assayed for gold and silver; a copper determination may also be made if considered desirable. The other split shall be stored in proper sequence with the unmineralized core. No sample shall represent a hole length of greater than five feet.

Facilities shall be provided for recovering drill sludges and such sludges shall be retained when drilling in significantly mineralized formations. Whenever the core recovery is less than 80 percent, the corresponding retained sludges shall be sampled and assayed, as shall also such core segments as may have been recovered. Such results shall be combined according to standard practice to form a representative sample.

The core from the diamond drilling shall be stored in core boxes, identified as to hole number and with markers to indicate the represented depths. Splits of the sludge and core segment samples shall be stored in suitable containers properly identified as to source and location.

Splits of samples from the bulldozer cuts and trenches shall also be assayed for gold and silver, and copper determinations may likewise be made when desirable.

The stored core and splits of samples from whatever source shall be made available for Government inspection and possible use. With prior Government approval, the Operator may dispose of such stored material.

True copies of assay certificates of all samples shall be submitted with the Operator's monthly report, which shall also include maps or sketches showing the work completed during the reporting period. The maps shall show the locations and values of the samples, with the general rock formations, plus logs of holes drilled.

The Operator shall provide such supervisory and technical services as may be required to complete the work in a satisfactory manner.

The location, direction, and extent of each work item shall be subject to Government approval.

The bulldozer for exploratory trenching and drill sites shall be of D-8 size or equivalent dozer of other make. A D-7 dozer or equivalent size of other make may be used if a D-8 is not readily available.

The work is divided into ~~various subprojects~~ - two phases and the work under each ~~subproject~~ stage is divided into ~~two stages~~ various subprojects. The Stage I work in each instance shall be done as outlined herein and as much of the following Stage II work shall be done as receives advance approval by the Government. Such approval shall be contingent upon favorable results having been obtained under the first stage, but each subproject will be considered individually as a basis for approvals.

Description of the Work

Stage I

Hidden Vein Subproject

The southerly projection of the Hidden vein, in the area where surface sampling of outcrops has shown ore grades, will be explored by means of bulldozer trenching and by the diamond drilling of two holes labeled G H-1 and 2; the holes and dozing are indicated on the attached Plate 2. Each of the two holes shall be approximately 300 feet in length and shall be drilled southwesterly at minus 40 and 35 degrees, respectively. The combined length of the two holes shall not exceed 600 feet.

In addition to the trenching, bulldozing will also be done for the two drill hole sites, but the total combined hours of all bulldozing shall not exceed 40.

Tewksbury Pipe Subproject

Two holes, T-1 and T-2, shall be drilled to explore a circular area, some 250' in diameter, which presents disseminated gold-silver values. The holes shall each be approximately 350 feet in length, with a combined total footage not to exceed 700 feet and shall be drilled westerly at angles of minus ten degrees, as indicated on Plate 4. Not to exceed ten hours of bulldozing shall be done to prepare the drill sites.

Annie Vein Subproject

A series of exploratory bulldozer cuts shall be excavated in the area of the Annie vein and the wide mineralized area known as Copper Knob, as indicated on Plate 6, to explore the near-surface mineralization. All cuts will be mapped and sampled to determine if drilling is justified and the most favorable locations. The bulldozing shall not exceed a total of 40 hours.

Dexter Vein Subproject

Four holes (each approximately 250 feet in length) shall be drilled southerly as indicated on the attached Plate 12, "Surface Sketch map Dexter Vein" from [illegible] drill LS [illegible]. Hole GD-1 shall be drilled at a minus 17 degree angle and holes GD-2, 3, and 4 each at minus ten degrees, the purpose being to explore the Dexter vein and nearby wallrock to maximum depths of approximately 80 feet. The total combined drilling footage shall not exceed 1,000 feet. Twenty hours of bulldozing may be utilized for drill site preparation.

Esmond-Pickens-Cross Vein Subproject

Bulldozing shall be done to explore the Esmond, Pickens, and "D" cross veins lying westerly of the Annie vein and to explore their areas of intersection with each other for both disseminated ore in pipes and for high grade veins, as indicated on Plate 11 "Geologic Map, Esmond-Pickens-Cross Vein Area", ~~Not to exceed a total of~~ 40 hours of bulldozing may be ~~done~~ utilized.

Total Stage I

Bulldozing	150 hours
Diamond drilling	~~2,300~~ 2350 feet

Stage II

Hidden Vein Subproject

Four additional holes shall be drilled ~~from~~ surface of an average length of approximately 300 feet, to explore the most favorable areas. The total combined drilling footage shall not exceed 1,200 feet. ~~Not to exceed~~ 20 hours of bulldozing may be done for drill site preparation.

Twiksbury Pipe Subproject

Three ~~XX~~ or four holes shall be drilled with a combined length not to exceed 1,250 feet to explore this zone and the Parole vein southwesterly extension. ~~Not to exceed~~ 20 hours of bulldozing ~~shall~~ may be done for drill site preparation.

Annie Vein Subproject

Two holes, (GA-1 and GA-2), ~~with the~~ roughly located ~~location~~ as shown on the attached Plate 6, shall be drilled southerly (at an angle of minus 15 degrees) to explore at a distance of 50 to 200 feet below the surface (the main silicified portion of the vein). Each hole shall have an approximate length of ~~350~~ 250 feet. Likewise additional holes shall be drilled at locations believed favorable, but the overall total of Stage II drilling shall not exceed 1,500 feet. Twenty hours of bulldozing may be done to prepare drill sites.

Dexter Vein Subproject

Two additional holes, with a combined length not to exceed 800 feet shall be drilled to explore the vein and the mineralized area. ~~Not to exceed~~ 10 hours bulldozing ~~shall~~ may be done for drill site preparation.

Edmond-Pickens Cross Vein Subproject

From three to five holes may be drilled to explore favorable areas but the total combined footage shall not exceed 1,500 feet. ~~Not to exceed~~ 25 hours of bulldozing ~~shall~~ may be done for drill site preparation.

Total Stage II

Bulldozing	~~85~~ 95 hours
Diamond drilling	6,250 feet

Estimated Costs of the Project

~~Estimated costs~~ Stage I

Category (1) Independent Contracts

Bulldozing (D-8)
150 hrs. actual "on the job" working hours
@ $18.00/hr. $2,700.00
D-7 @ $15.00/hr. 19270.00
~~18,970.00~~

Diamond drilling
Overburden drilling, cased, @ $10.00/ft.
NX standard size, @ $6.75/ft.
BX standard size, 0 - 200 ft. depth, @ $6.25/ft.
BX standard size, 200 - 400 ft. depth,
@ $6.75/ft.
AX standard size, 0 - 200 ft. depth,
@ $5.75/ft.
AX standard size, 200 - 400 ft. depth,
@ $6.25/ft.
Noncore drilling, 0 - 200 ft. depth, @ $5.50/ft.
Noncore drilling, 200 - 400 ft. depth,
@ $6.00/ft.
Mobilization, @ $250.00/drill rig

Reaming and casing
NX $4.00/ft.
BX $3.50/ft.
AX $3.00/ft.

Cementing and redrilling @ $10.00/hr.

Cementing materials, ~~$200.00~~ 500.00

Category (3) Operating materials and supplies (None except)
250 paper core boxes @ $1.00 each $ 250.00
cardboard

Fixed Unit Costs #1

Incidental allowance per foot of drilling
completed @ $0.40 (2,300 ft.) 920.00

Assaying
400 assays for gold and silver @ $2.50 $1,000.00
100 determinations for copper @ $1.50 150.00 1,150.00

Total estimated costs Stage I ~~$23,990.00~~
24 390.

Estimated costs Stage II

Category (1) Independent Contracts

Bulldozing (D-8)	
95 ~~85~~ actual "on the job" working hours @ $18.00/hr.	1,710. ~~$1,530.00~~
D-7 @ $15.00/hr	
Diamond drilling	50,190.00
Overburden drilling, cased, @ $10.00/ft.	
NX standard size, @ $6.75/ft.	
BX standard size, 0 - 200 ft. depth, @ $6.25/ft.	
BX standard size, 200 - 400 ft. depth, @ $6.75/ft.	
AX standard size, 0 - 200 ft. depth, @ $5.75/ft.	
AX standard size, 200 - 400 ft. depth, @ $6.25/ft.	
Noncore drilling, 0 - 200 ft. depth, @ $5.50/ft.	
Noncore drilling, 200 - 400 ft. depth, ~~XX~~ @ $6.00/ft.	
Reaming and casing	
NX $4.00/ft.	
BX $3.50/ft.	
AX $3.00/ft.	
Cementing and redrilling @ $10.00/hr.	
Cementing materials, 1000. ~~$500.00~~	

Category (3) Operating materials and supplies (None except)

600 ~~paper~~ cardboard core boxes ~~XX~~ @ $1.00 each	600.00

Fixed Unit Costs *1

Incidental allowance per foot of drilling completed @ $0.40 (6,250 ft.)		2,500.00
Assaying		
800 assays for gold and silver @ $2.50	2,000.00	
180 copper determinations @ $1.50	270.00	2,270.00
Total estimated costs Stage II		$57,090.00 270.00

* Includes all costs, Categories 2 through 7, except core boxes.

SUMMARY

Total Estimated Cost Stage I	~~$23,990.00~~ 24 390
Total Estimated Cost Stage II	57,~~090.00~~ 270.
Total Estimated Cost of the Project	$81,~~080.00~~ 660.
Government Participation @ 50%	$40,~~540.00~~ 830.

How can we give 70¢ incidental on this contract and 35¢ on Nye Metals?
Applicant Au, Ag & Cu @ 4¢.
Stage II
projects figures around ft. & ft.

color legends of maps.

Stage II work under any subproject can be done at respective end of Stage I.

Bulldozing out of jurisdiction at times.

Summary at end

Stage II holes dependent on bulldozing including exact locations of 1st two holes to be designated GA-1 & GA-2.
Purpose test main schreyed portion ± 250 ft. favorable results not now necessary.

Dexter Vein Sub
Has description in Stage I bulldozing uncovered 80' below surface.
Stage II – bulldozing in description.
Edmond Pickens Cross Vein
Stage II, 3 to 5 holes, dependent not necessary. get rest in description.

Operator ask 270 hrs bulldozing, 260 given.

Estimated costs Stage I
maximums under description end of each stage.
D.D. bid used shows cementing + redrilling @ $12/hr, reaming by the foot.
charge for cementing materials
Doesn't quote non-cored drilling, no size

non-core
334

Preliminary

(1)

Annie I

secs. gifts? located?

ICMI Nos 1 to 30 are lode claims

Confusion re a lode claim.

Exhibit A.

core length or hole length.

Hidden ~~core~~ subproject. GH-1 & 2 do not depend on bulldozing. The former is the ~~steepest~~ longer hole. Bulldozer cuts indicated on Pl. 2.

Usually just Stages & sub projects under stages. Description under stage.

Applicant asked for 2150 ft water & off 1800 gravity contract. Holes GH-1 & 2 are on upper side and on Pl.

Stage II & additional holes asked: Depends on Stage I now unnecessary. Description.

Tenkeslung Pass subproject.

Purpose Two Stages I & not necessary. Bulldozing for site preparation, roads.

Stage II description & mentioning Paralleci

Annie Vein sub.

Description should be made. Stage I & from surface grid & other purpose

Is item for cementing materials large enough?

1st ¶ Under General Provisions insert after if necessary "to complete the job"

Step into stages with subprojects under each.

Why not delete bulldozer maximums under each sub stage project and make it maximum under each stage?

3rd draft.

Moore.

Stage I.

Hidden Vein Subproject.

southwesterly projection.

are no grades shown. No map to check

title of plate 2.

applicant wanted 650 feet of drilling

Jewksbury Pipe Subproject

Title of Plate 4?

Annie Vein Sub-

Stage I title of Plate 6

2nd sentence ends peculiarly.

Stage II applicant asked for ± 250 ft each.

Keystone Vein Project

Stage I title Plate 12?

Bulldozing not maximum like preceding subprojects.

Stage II Bulldozing to maximum.

Esmond - Pa Crown Vein Subproject.

Stage I Bulldozing maximum Plate 11?

OVER

Stage II 625 ft

Without [illegible]

Stage I drilling shows an estimated cost of [illegible] grade

Supplying the power [illegible]

[illegible] 50,187.50 (Total: 50,190.)

[illegible]

The Contractor has an organized claim of [illegible] ~~[illegible]~~ incidental allowance, but we recently allowed [illegible] for Nye Metals and we cannot ask any [illegible] [illegible] [illegible] [illegible].

Work Sheet

ONE 6344

Aluminum Utility Pole

Stage 1 [illegible]

Underground Utility service @ $10 per ft.

300 ft $300.

NX [illegible] $100.

BX [illegible]

300' @ 6.25 [illegible]

200 - [illegible]

300' [illegible] 2025

Wire [illegible]

250' 5.50 1375

[illegible] @ 200 500

[illegible]

130 hrs @ $18 1300

Hauling & Saving

[illegible] @ $4.00 1200

19375.

Permit [illegible] 19375.

Re: OMC -6344

① Reference to Lien or Subordination Agreement of Riggs (to be obtained, per Asst. Sol.) should be inserted at end of Annex I.

② In Exh. A, under Est. Costs, both Stages I + II, Cat. 3 should have "none except" inserted.

③ Incidental Allowance in both Stages I + II should be footnote to indicate all costs, except core boxes, in Cat. 2 thru 7 are covered.

④ Both Description of Work and Estimates leave much to be desired in presentation.

⑤ Estimate for drilling in Stage I averages

(over)

$8.15/ft, but Stage II averages only $7.37/ft. ???

Talbut
5/13/64

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

OFFICIAL FILE COPY
March 12, 1964
RECEIVED
DATE
Granted 500

Memorandum

To: George C. Selfridge, Chief
Division of Field Operations, OME
Washington, D. C. 20240

From: Acting Field Officer, OME, Region ~~III~~

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

I have discussed with Mr. Melbye the pertinent points in your memorandum of March 5, 1964 and he assured me that he would revise the application accordingly.

I have checked the Bureau of Mines records of production on the Summitville Mines with the following results:

1957 - No production
1958 - 134 tons
1959 - No production
1960 - No production
1961 - No production
1962 - No production

The 1963 records of production are now coming in and I have marked a follow-up date of May 1, 1964. At that time I will check the 1963 production and advise you.

Hugh M. Connors

Hugh M. Connors

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
3/10		130
		500
		800
3/10	Johnson	110
		100
		220
		500

MAR 1 0 1964

AIRMAIL

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Field Operations

Subject: OME-6231 (Molybdenum)
Nye Metals, Inc.
Nye Molybdenum Mine
Gilpin County, Colorado
Amended Contract 2149
and
OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

Messrs. Nye and Melbye called unexpectedly at the office on March 9, 1964, to discuss their recent request for additional surface drilling. In essence, they were told that unless the approved pending surface drilling footage indicated something considerably better than had been indicated to date, no further consideration for additional surface drilling would be given. They were told that it would be immaterial to OME whether Hole II-69 were drilled at the northwest anomaly or at the southwest one, whichever they considered might be the better.

A possible summer recess was also discussed in case the company wished to do surface drilling before completing the underground drilling. They were told that unless the delay might be for more than two months, an amendment to the contract allowing such recess would not be necessary.

The matter of drilling a hole at the narrowest part of the southwestern anomaly to probe the area of intersection of the two faults was discussed. One would think that the strongest mineralization in this area might occur at the intersection of the faults.

We take it for granted that the mineralized core to date has been split and that half of such core is available for Government inspection and use if deemed necessary.

23263

The Summitville application (OME-6344, W. S. Moore Co.) was discussed with Mr. Melbye more or less as written you in our memorandum of March 5.

George C. Selfridge

GCSelfridge/gla (3-10-64)
cc to: Director's Reading File
Review Committee
Mr. Selfridge
Docket OME-6231
Docket OME-6344

MME Form 7
(2/63)

Copy for Docket OME-6344
(see Page 3)

OFFICIAL FILE COPY

Date	Surname	Code
3/10		120
		110
		100
		800
		500

March 10, 1964

Memorandum

To: The File

From: Chief, Division of Field Operations

Subject: OME-6231 (Molybdenum)
Nye Metals, Inc.
Nye Molybdenum Mine
Gilpin County, Colorado
Amended Contract 2149

On Monday, March 9, 1964, Messrs. Nye and Melbye dropped in unexpectedly to discuss their January request for the transferral of funds for underground drilling to surface drilling. Pursuant to a previous request, the subject contract was amended by Amendment No. 4, dated November 27, 1963, which provided for that additional drilling thought warranted based upon results secured. A summary relating to the project was written by the writer under date of February 11, 1964.

The gentlemen placed great emphasis upon the importance of magnetic lows. They contended that all of these should be tested even though some of those that had been did not exhibit anything of a near economic nature either tonnage or grade-wise. The philosophy of exploration was explained to them and the differences between the former DMEA program and the OME one were pointed out. Nye and Melbye were informed that something considerably better than had been found to date would have to be indicated to give consideration for additional work than now approved at the property. Mr. Melbye displayed a map which he said indicated that three of the copper properties developed in Arizona in recent years occur at magnetic lows.

The Urad property recently purchased by Climax Molybdenum was mentioned. Data discussed by Mr. Melbye were as follows:

The purchase price for the property was $2 million;
There was a reserve of 10 million tons of ore of 0.4% MoS_2 and that was all unless a new ore body was discovered;
A 5*-ton-a-day mill will be built;
The ore will be mined by block caving;
40,000 feet of diamond drilling had been done, of which approximately 20,000 had been done by Climax; and that someone mentioned a million dollars might either be made or lost by the operation.
The company will build a reservoir, using the City of Golden's water rights, and will turn the reservoir over to Golden, cost free, at the end of 20 years.

*5,000

DRAFT 4/20/64
WRGriswold/mm

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

ANNEX I

The land referred to in Article 2 of the contract consists of patented and unpatented claims as listed below, with all rights pertaining thereto, all located in the Summit Mining District, Rio Grande County, Colorado.

Patented claims

Name	Survey No.
Golden Queen Lode	61
Little Annie	63
Del Norte	64
Margaretta Lode	65
Little Ida	67
San Juan Placer	68
North 800 ft. Little Jessie	71
Peterson Placer	74
Brandt Placer	75
Bobtail Lode	325
Oding Lode	475
Snow Bank Lode	604
Moltke Lode	607
Golconda Lode	319
Tunnel Lode	320
Boss Lode	321
Nick Lode	713
Game Cock Lode	716
Garfield Lode	910
Bay State Lode	896
Little Hattie Lode	977
Sheridan Lode	892
Columbia Lode	890
Home Stake Lode	898
Eureka	889
Jubilee Lode	891
Parole Lode	608
Pay Streak Lode	893
Logan Lode	897
Bayard Lode	894
Great Independence Lode	609
Golden Vault Lode	610
Iowa Lode	895
Jennie Placer	1097
C. B. & Q. Placer	798

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

The land referred to in Article 2 of the contract consists of 38 patented and unpatented claims and land parcels as listed below, with all rights pertaining thereto, in Secs.17, 29, and 30, T. 37 N., R. 4 E. of the New Mexico P.M., all located in the Summit Mining District, Rio Grande County, Colorado.

Name	Survey No.
I. & C. C. Placer	611
Highland Mary Lode	606
Highland Mary No. 2 Lode	16314
South Columbia Lode	16323
Aurora Lode	16324
Vanner Lode	16324
Pittsburgh Lode	16324
Dexter Lode	77
Aztec Lode	621A
Gray Eagle (1/6 interest)	532
Little Nellie (1/6 interest)	62
Spar Placer	5736
Rio Grande Placer	5736
Denver Placer	5738
Electric Placer	6413

SE 1/4 of sec. 17, T. 37 N., R. 4 E.
NE 1/4 of sec. 29, T. 37 N., R. 4 E.

Unpatented claims

Name	Official Records of Rio Grande County Book	Page
SCMI Nos. 1 to 30	80	308-322
No Good Lode	80	343
Confusion	80	343
G. & P. Lode	80	296
G. & P. No. 1 Lode	80	297
G. & P. No. 2 Lode	80	297

The land is shown cross hatched & in dark areas on the attached maps entitled "Figure 2 - Map Showing Patented Claims, Summitville Mine (General Minerals Corporation), Rio Grande County, Colorado," and "Figure 3 - Map Showing Fractional Areas Held by Unpatented Locations, Summitville Mine, Rio Grande County, Colorado."

The Operator controls the property through an Assignment Agreement (copy in docket No. OME-6344), dated September 21, 1963, between the Operator and John B. Rigg and Shirley A. Rigg, and by a modifying and amending Agreement (copy in Docket No. OME-6344), dated September 25, 1963, between the Reynolds-Morse Corporation, the property owners, and the Operator.

Recite L.&S. data when available.

A Lien or Subordination Agreement executed on April 29, 1964, by The Reynolds Morse Corporation, covering the claims listed in this Annex I is attached hereto and made part hereof.

[illegible] CONTRACT
U. S. [illegible]
[illegible]

EXHIBIT A

The purpose of this project is to explore for ores of gold and silver in veins and locally mineralized wall rocks in areas of quartz latite porphyry believed to [illegible].

General Provisions

No work under this contract shall be performed at locations that are within 200 feet of the exterior boundaries of the property. No holes may be drilled at a location closer than 100 feet from another hole. All holes shall be cased through overburden and then continued standard BX core size (2-1/8" core diameter). The holes may be reduced if necessary to standard BX core size (1-5/8" core diameter) or to standard AX core size (1-1/8" core diameter) or approximately equivalent wireline size. Noncore drilling may be done when advisable.

The Government will not contribute to the cost of any incomplete hole.

Significantly mineralized core shall be split and one split assayed for gold and silver; a copper determination may also be made if considered desirable. The other split shall be stored in proper sequence with the unmineralized core. No sample shall represent a core length of greater than five feet.

Facilities shall be provided for recovering drill sludges and such sludges shall be retained when drilling in significantly mineralized formations. Whenever the core recovery is less than 60 percent, the corresponding retained sludges shall be sampled and assayed, as shall also such core segments as may have been recovered. Such results shall be combined according to standard practice to form a representative sample.

The core from the diamond drilling shall be stored in a core box, identified as to hole number and with markers to indicate the represented depth. Splits of the sludge and core segment samples shall be stored in a suitable container properly identified as to [illegible] and location.

Splits of samples from the bulldozer cuts and trenches shall also be assayed for gold and silver, and copper determinations may likewise be made when desirable.

The stored core and splits of samples from whatever sample shall be made available for Government inspection and possible use. With prior Government approval, the Operator may dispose of such stored material.

Two copies of assay certificates of all samples shall be submitted with the Operator's monthly report, which shall also include maps or sketches showing the work completed during the reporting period. The maps shall show the locations and values of the samples, with the general rock formations, plus logs of holes drilled.

The Operator shall provide such supervisory and technical services as may be required to complete the work in a satisfactory manner.

The location, direction, and extent of each work item shall be subject to Government approval.

The bulldozer for exploratory trenching and drill sites shall of D-8 size or equivalent dozer of other make. A D-7 dozer or equivalent size of other make may be used if a D-8 is not readily available.

The work is divided into various subprojects and the work under each subproject is divided into two stages. The Stage I work in each instance shall be done first and as much of the following Stage II work shall be done as possible in advance approval by the Government. Such approval shall be contingent upon favorable results having been obtained under the first stage.

Description of the Work

Hidden Vein Subproject

Exploration by means of bulldozer trenching shall be done along the approximate projection of the Hidden vein; dozing shall also be done to provide for two diamond drill holes labeled GH-1 and 2 as roughly indicated on the attached Plate 6. The exact location of such holes will depend upon the detailed trenching of the bulldozer cuts. The two holes shall be approximately [illegible] length each and drilled southwesterly at minus 35 and minus [illegible] respectively.

[illegible]0 hours bulldozing
[illegible]00 ft. diamond drilling

[illegible] (depends upon Stage I dozing and drilling)
[illegible]00 ft. diamond drilling at locations given advance approval by the Government.
[illegible]0 hrs. bulldozing for drill sites.

[illegible] Pipe Subproject

[illegible] I

[illegible] two holes, T-1 and T-2, each approximately 350 feet in length, [illegible] drilled westerly at angles of minus 10 degrees, as generally [illegible] on Plate 4, to explore a vein and a mineralized pipe. [illegible] shall be done to prepare the drill sites.

[illegible] I work 700 ft. diamond drilling
20 hrs. bulldozing

[illegible] II work

1250 ft. of diamond drilling at locations given advance approval by the Government.
Bulldozing for drill sites, 30 hrs.

[illegible] Subproject

A series of exploratory bulldozer cuts will be excavated [illegible] shall [illegible] vein and Copper Hill Knob. All cuts will then be [illegible] determine if drilling is justified and, if so, the best [illegible]

[illegible] work

Bulldozing, 40 hrs.

[illegible] work (dependent upon favorable results under Stage I)

Two holes (QA-1 and QA-2) roughly shown on the attached [illegible] drilled southwesterly at an angle of minus 15 degrees, [illegible] from 50 to 200 feet below surface. Each hole shall [illegible] approximate length of 350 feet. Likewise additional holes shall [illegible] given advance approval by the Government but the over[illegible] shall not exceed 1500 ft. 20 hrs. of bulldozing may be [illegible] drill sites.

[illegible] Subproject

Four holes (approximately 250 ft. in length each) shall [illegible] southerly as indicated on the attached Plate 12. Hole [illegible] at a minus 17 degree angle and holes QD-2, 3, and 4 shall [illegible] ten degree angles, the purpose being to explore the [illegible] wallrock. The total combined drilling footage shall not [illegible]

[illegible] of bulldozing may be done for drill site preparation [illegible]

[illegible] 10 hrs. of dozing may be done for drill sites. [illegible] additional 500 ft. of diamond drilling may be done at [illegible] Government approval.

[illegible] Cross Veil Subprojects

[illegible] veins and trenches shall be made as shown on Plate 11 [illegible] extensions of the Pickens and Esmond veins and their [illegible] "g", utilizing 40 hrs. of bulldozing.

[illegible] dependent upon Stage 1 and to be drilled from the [illegible] 300 ft. of diamond drilling at locations given prior Gov[illegible] [illegible] hrs. bulldozing of drill sites.

Estimated Costs of the Project

[illegible] total of 160 hours bulldozing and 2300 ft. diamond drill[illegible]

[illegible] Independent contracts

[illegible]

[illegible] actual "on the job" working hours
[illegible] $18 per hr. 2,[illegible]
[illegible] $25 per hr.

[illegible] 18,[illegible]

[illegible] drilling, [illegible] at $20 per ft.
[illegible] $6.75 per ft.
[illegible] " 0 - 300 ft. depth, $6.25 per ft.
[illegible] " [illegible] " " 6.75 "
[illegible] " 0 - [illegible] " " 5.75 "
[illegible] " [illegible] " " 6.25 "
[illegible] drilling 0 - [illegible] " " 5.50 "
[illegible] " [illegible] " " 6.00 "

[illegible], $250 per drill rig

[illegible] and casing, at cementing and redrilling
[illegible] $25 per hr.

[illegible] operating materials and supplies
[illegible] core boxes at $1.00 each 250.

[illegible]

[illegible]dental allowance per foot of drilling completed
[illegible] $0.70 (2300 ft) $1610.

[illegible] assays for gold and silver at $3.50 1400.
[illegible] determinations for copper at $2. 200 1600.

Total estimated costs Stage I ----------

[illegible] costs Stage II
Diamond drilling 6250 ft.
Bulldozing 100 hrs.

(1) Subcontract contracts)
[illegible] (D-8 size) 100 actual "on the job"
[illegible] hrs. at $18 1800.
[illegible] at $15 per hr. [illegible]
[illegible] drilling [illegible]
[illegible] drilling, based at $8 per ft.
[illegible] size $6.75 per ft.
" " 6.25 " " depth 0-200 ft.
" " 6.75 " " " 200-400 ft.
" " 5.75 " " " 0-200 ft.
" " 6.25 " " " 200-400 ft.
[illegible] drilling 5.50 " " " 0-200 ft
" " 6.00 " " " 200-400 ft.

[illegible] and casing, by [illegible] and [illegible]
[illegible], at $20 per hr.

(operating materials and supplies
[illegible] spare bumps at $1 each [illegible]

[illegible] allowance per ft. of drilling
[illegible] at $0.70 ([illegible] ft.) 4375.

[illegible] assays for gold and silver at $3.50 [illegible]
[illegible] determinations at $2 [illegible]

[illegible] costs Stage II
[illegible] costs, [illegible] stages
[illegible]

DRAFT 4/20/64
WRGriswold/mm

~~800~~
~~120~~
500

MME Form 50
June 1963

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

EXPLORATION CONTRACT
(Long Form)

Docket No.	Commodity	Contract No.	County	State
OME -6344	Gold-Silver	14-23-090-	Rio Grande	Colorado

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

W. S. Moore Co. a Minnesota Corporation

whose mailing address is 400 Torrey Building, Duluth, Minnesota, hereinafter called the "Operator," as follows:

ARTICLE 1. Authority and scope.--(a) This contract, entered into under the authority of Public Law 701, 85th Cong., 2d sess. (72 Stat. 700; 30 U.S.C. § 641 - 646), consists of this form, the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed. The work is a search for new or unexplored deposits of the commodity designated above. The Operator shall begin the work on or before _____ (Date), and, subject to the provisions of Article 9 and Exhibit A, shall either have completed the work within 24 months from the date of the contract or shall have incurred allowable costs (see Article 6) in a sum not less than the total cost set forth in Exhibit A.

(b) The total allowable cost of the work set forth in Exhibit A is $_____. The Government will contribute 50 percent of the allowable costs as they are incurred, in a total sum not in excess of $_____ in accordance with the provisions of Articles 3, 4, 5, and 6. "Costs incurred" means costs that have been paid or have become due and payable, or that the Government determines have become obligations.

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

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

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

See Annex I

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

See Annex I

(c) The Operator shall preserve and maintain his right, title, or interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a royalty on production and liens for the payment thereof. Two true copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 7 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

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

(b) Independent contracts.--To the extent that the allowable costs are estimated in Exhibit A with express reference to performance by independent contractors on a unit-price basis (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations), the work may be so performed (see Article 6(a), Category (1)). Any such independent contract shall refer to some specific and identifiable part of the work, and shall be subject to all of the pertinent terms and conditions of this exploration contract; but the Government shall not be considered a party thereto, and its rights under this contract, including the right to terminate its contributions, shall not be affected thereby. Regardless of the provisions of any such independent contract, the Government will participate in payments to the independent contractor only as to work performed in accordance with the provisions of this exploration contract, and only to the extent that the Government deems the unit prices for the work under the independent contract to be reasonable.

(c) Government may inspect.--The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract and production operations during the period that royalty is payable to the Government. The Operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 4. Contribution by the Government.-- The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5(b), but all payments by the Government are provisional only, subject to audit. Until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been received, the Government may withhold such sums as are necessary to protect its interests. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. Reports, accounts, audits.--(a) Operator's records.--The Operator shall keep suitable records and accounts of the work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator. If work under this contract is carried on in conjunction with any other operations, or if labor, supervision, services, materials, supplies, equipment, facilities, or other requirements for carrying on the work are also used in connection with other operations, the costs shall be segregated and accounted for on a basis and by methods and accounts that are satisfactory to and approved by the Government.

(b) Monthly reports.--The Operator shall provide the Government with four copies of monthly reports in three sections as follows:

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

(2) Operator's Progress Report showing the number of units of the various types of work performed; and

(3) a narrative report of the work performed during the reporting period, including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground.

(Forms for reporting under (1) and (2) above will be provided by the Government; however, the original of the Operator's Monthly Voucher shall be supported by documentary evidence, such as certified copies or transcripts of payrolls and invoices, for all costs claimed under Article 6 (a) (1).)

(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 three copies of a final report (in addition to the final monthly report). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the related costs.

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

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

ARTICLE 6. Costs.--(a) Allowable costs.--The allowable costs of the work to which the Government will contribute are limited to:

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

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

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

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

CATEGORY (1)--INDEPENDENT CONTRACTS.--(See Article 3(b)). The total of this category and the average unit cost estimated for each type of work to be performed under an independent contract are maximums.

CATEGORY (2)--PERSONAL SERVICES.

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

Subcategory (b)--Labor.

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

CATEGORY (4)--OPERATING EQUIPMENT.

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

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

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

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

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

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

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

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

(b) Nonallowable costs.--In addition to the limitations imposed by paragraph (a) of this Article 6 the Government will not contribute to the following costs:

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

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

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

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

(c) Reductions in costs.--The Operator shall account for and give the Government credit for any incidental benefits, credits, or money received in the ordinary course of business in prosecuting the work (as by salvage or sale of materials or equipment, furnishing of room or board, furnishing of power or services to third persons, rebates or discounts on purchases, etc.), in the same ratio in which the Government contributes to costs; and such amounts shall be treated as a reduction in costs incurred so that they are available for use within the limit of the original total cost. The provision does not apply to receipts from production which are subject to the Government's royalty under the provisions of Article 7.

(see Article 16)

ARTICLE 7. Repayment by Operator.--(a) Certification. If the Government considers that mineral or metal production from the land covered by the contract may be possible as a result of the exploration work, it shall so certify in writing to the Operator at any time not later than six months after a sufficient final report and final accounting (see Article 5) have been furnished.

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

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

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

(c) Payment of royalty.--(1) The Government's royalty shall be five percent of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrate, metal or equivalent), at the point of delivery (the f.o.b. point); except, that charges of the buyer arising in the regular course of business and shown as deductions on the buyer's settlement sheets (such as treatment processes performed by the buyer, sampling and assaying to determine the value of the production sold, and freight payable by the buyer to a carrier (not the Operator or producer)), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. No costs of the Operator or Producer are deductible in arriving at the "gross proceeds" as that term is here used.

The term "treatment processes" means those processes (such as milling, concentrating, smelting, refining, or equivalent, but excluding fabricating or manufacturing) applied to the crude ore or other production after it is extracted from the ground to put it into a commercially marketable form.

(2) The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be.

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

(b) If the Government determines that the Operator is in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon:

(1) the Government shall be relieved of all obligation to contribute to costs not incurred when the notice was given, other than such as may be allowable by the provisions of the contract as necessary and incidental to final accounting and reporting; and

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

The Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

(c) The giving of any notice by the Government under the provisions of this Article 9 shall not affect the Government's rights as provided for in the contract with respect to royalty and liens to secure the payment thereof, and such rights shall be fully preserved.

(d) The determinations of the Government are subject to appeal under Article 13.

ARTICLE 10. Notices to be given by the Government may be delivered to the Operator, or may be sent by certified mail addressed to the Operator at his mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 11. Officials not to benefit.--No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 12. Nondiscrimination in Employment. The provisions respecting nondiscrimination in employment which are required by section 301 of Executive Order 10925, dated March 6, 1961 as amended and supplemented are attached hereto as Exhibit B and are hereby incorporated in and made a part of this contract.

ARTICLE 13. Disputes.--Any dispute arising under this contract which is not disposed of by agreement shall be decided by the Director, Office of Minerals Exploration, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Operator. The decision of the Director, Office of Minerals Exploration, shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Operator mails or otherwise furnishes to the Director, Office of Minerals Exploration, a written appeal addressed to the Secretary of the Interior. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

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

ARTICLE 14. Work Hours Act of 1962 - Overtime Compensation.--This contract, to the extent that it is of a character specified in the Work Hours Act of 1962 (Public Law 87-581, 76 Stat. 357-360) and is not covered by the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and to all other provisions and exceptions of said Work Hours Act of 1962.

(a) Overtime requirements.--No Operator or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic to be employed on such work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any such calendar day or in excess of forty hours in any such workweek, as the case may be.

(b) Violations; liability for unpaid wages; liquidated damages.--In the event of any violation of the clause set forth in subparagraph (a) of this paragraph, the Operator and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Operator and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

(e) Lien for payment.--To secure the payment of royalty (see Article 7(b)), the Operator hereby grants to the Government a lien upon his interest in the land and upon any production of minerals and metals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

(f) Notice to purchasers.--The Operator or producer shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Government, and this estimate shall be final and binding upon the Operator or producer.

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

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

ARTICLE 8. Interests in purchased property.--(a) Title and ownership.--All costs under this contract shall be incurred by the Operator in the Operator's own name and for the Operator's own account; but any property acquired to the cost of which the Government contributes shall belong to the Operator and the Government jointly in proportion to their respective contributions although title thereto shall be taken in the name of the Operator.

(b) Preservation of property.--Until the final disposal of any property in which the Government has an interest, the Operator shall preserve and protect same for the best interest of the Government, and any reasonable and necessary cost thereof will be treated as an allowable cost of the exploration. After the completion of the work, termination of the Government's obligation to contribute, or when such property is not being used for the work, the Operator shall not use it elsewhere without the written consent of the Government and without paying a reasonable rental to be fixed by the Government for its proportionate interest.

(c) Disposal of property.--Upon the completion of the work, termination of the Government's obligation to contribute to costs, or when the property is no longer needed for the work, the Operator shall promptly dispose of salable or salvageable property in which the Government has an interest for the joint account of the Government and the Operator, either by return to the vendor, sale to others, purchase by the Operator, or sale or transfer to the Government at a price at least as high as could be obtained from others, unless the Government in writing waives its interest in any such property. Without advance approval of the sales price by the Government, the Operator shall not sell at any price any item of property that cost more than $500, and shall not sell at less than 25 percent of the purchase price any item of property that cost $500 or less. The Government, in lieu of approving the sales price for any such item, may itself purchase the item at the best price which the Operator is able to obtain or offers. Property remaining upon any termination of the work shall be considered in groups or categories (such as drill steel, explosives, pipe, or rail), and if the original cost of the remaining unexpended portion of any such group or category is less than $50, the Government waives its interest therein. If necessary to accomplish the disposal of any item, the Operator shall dismantle and sever it from the land, the cost thereof to be treated as a cost of the exploration.

(d) Default of the Operator re disposal.--If within 90 days after the completion of the work, termination of the Government's obligation to contribute to costs, or after the property is no longer needed for the work, the Operator has failed to sell or otherwise liquidate or dispose of any property in which the Government has an interest, the Government, at any time prior to final settlement under the contract, may:

(1) in writing extend the time within which the Operator must dispose of or liquidate the property;

(2) by written notice to the Operator, place upon such property what it determines to be a fair valuation thereof, not in excess of the cost less 1.66 percent per month from the date such property was purchased under this contract to the termination of said 90-day period; and such property shall thereupon be considered and accounted for as having been purchased by the Operator at the valuation so fixed by the Government; and

(3) enter and take possession of such property wherever it may be found, and remove and dispose of it for the joint account of the parties.

ARTICLE 9. Termination of the Government's obligations.--(a) If the Government determines that operations at any time have failed to achieve anticipated results and further work is not justified, the Government may give the Operator written notice thereof, and thereupon:

(1) the Government shall be free of all obligation to contribute to costs not then incurred other than such as may be allowable under the provisions of the contract as necessary and incidental to final accounting and reporting; and

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

liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (a) of this paragraph, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (a) of this paragraph.

(c) Withholding for unpaid wages and liquidated damages.--The Office of Minerals Exploration may withhold or cause to be withheld, from any moneys payable on account of work performed by the Operator or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Operator or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) of this paragraph.

ARTICLE 15. Copeland (Anti-Kickback) Act--Nonrebate of wages.--The regulations of the Secretary of Labor applicable to contractors and subcontractors (29 CFR, Part 3), made pursuant to the Copeland Act, as amended (40 U. S. C. 276c) and to aid in the enforcement of the Anti-Kickback Act (18 U. S. C. 874) are made a part of this contract by reference. The Operator will comply with these regulations and any amendments or modifications thereof and will be responsible for the submission of affidavits required of independent contractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

ARTICLE 16. Changes and added provisions.--

In addition to royalties which may accrue under this contract, royalty will also be payable under contract Idm E1107, docket DMEA 4643.

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

_____
(Operator)

By_____

By_____

Title_____

_____

I,_____, certify that I am the
(Name)

_____ secretary of the corporation named as Operator herein; that

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

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

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

_____

[CORPORATE SEAL]

DRAFT 4/17/64
WRGriswold/mm

EXPLORATION CONTRACT
W. S. MOORE CO.
OME-6344

EXHIBIT A

The purpose of this project is to explore for ores of gold and silver by bulldozing and surface diamond drilling in areas of quartz latite porphyry, believed to contain significant mineralization. The work is divided into various subprojects and the work under each subproject is divided into two stages. The Stage I in each instance shall be done as outlined herein and as much of the following Stage II work shall be done as receives advance approval by the Government. Such approval shall be contingent upon favorable results having been obtained under the first stage.

General Provisions

No work under this contract shall be performed at locations that are within 200 feet of the exterior boundaries of the property. No hole may be drilled at a location closer than 100 feet from another hole. All holes shall be cased through overburden and then continued standard NX core size (2-1/8" core diameter). The holes may be reduced if necessary to standard BX core size (1-5/8" core diameter) to standard AX core size (1-1/8" core diameter), or to standard EX core size (7/8" core diameter). or above equivalent ~~[illegible]~~ Wireline drilling may be done, ~~if desired,~~ and shall be paid for at the allowed rate for the ~~approximately equivalent~~ core diameter.

Significantly mineralized core shall be split and one split assayed for gold and silver; a copper determination may also be made if considered desirable. The other split shall be stored in proper sequence with the unmineralized core. No sample shall represent a core length of greater than five feet.

+ Bonus dollars

The Operator shall provide such supervisory and technical services as may be required to complete the work in a satisfactory manner.

The location, direction, and extent of each work item shall be subject to Government approval.

The bulldozer used for exploratory trenching and drill sites shall be D-8 size or equivalent dozer of other make. a D7 or equivalent size may be used if desirable.

Description of the Work

Hidden Vein Subproject

Stage I

Exploration by means of bulldozer trenching shall be done along the southeasterly projection of the Hidden vein. Dozing shall also be done to prepare sites for two diamond drill holes labeled GH-1 and 2 as roughly indicated on the attached Plate 6. The exact locations of such holes will depend upon the data from the sampling of the bulldozer cuts. The two holes shall be approximately 300 feet in length each and drilled southwesterly at -35 and -40 degrees, respectively.

Stage I work — 40 hrs. bulldozing

60 feet diamond drilling

Stage II work

1200 ft. of diamond drilling at locations given advance approval by the Government

20 hrs. bulldozing for drill sites

Twwksbury Pipe Subproject

Stage I

Two holes, each approximately 350 feet in length, shall be drilled as generally indicated on Plate 4, T-1 and T-2. Bulldozing shall be done to prepare the drills sites.

Diamond drilling 700 feet

Bulldozing 20 hours

Stage II

1250 ft. diamond drilling at locations given advance approval by the Government

Bulldozing for drill sites 30 hours

Annie Vein Subproject

Stage I

A series of bulldozer cuts will be excavated as indicated on Plate 6. All cuts will then be mapped and sampled to determine if drilling is justified and, if so, the best locations.

Bulldozing 40 hours

Stage II

Two holes (GA-1 and GA-2) roughly shown on the attached Plate 6 shall be drilled. Each hole shall have an approximate depth of 350 feet. Likewise additional holes shall be drilled at locations given advance approval by the Government but the overall total drilling shall not exceed 1500 feet.

Bulldozing shall be done to prepare drill sites.

Diamond drilling 1500 feet

Bulldozing 20 hours

Dexter Vein Subproject

Stage I

Four holes shall be drilled as indicated on the attached Plate 12, "Surface Sketch Map Dexter Vein." The total combined footage shall not exceed 1200 feet.

Dozing shall be done for drill site preparation.

Diamond drilling	1200 feet
Bulldozing	20 hours

Stage II

An additional 600 feet of diamond drilling may be done at locations given prior Government approval.

Diamond drilling	600 feet
Dozing for drill sites	10 hours

Esmond-Pickens Cross Vein Subproject

Stage I

Dozer cuts and trenches shall be made as shown on Plate 11 to expose the westerly extensions of the Pickens and Esmond veins and their intersections with cross-vein "D." If mapping and sampling of these cuts indicate a possible vein system, drilling will then be done.

Bulldozing	40 hours

Stage II

1500 feet of diamond drilling at locations given prior Government approval.

20 hours bulldozing drill sites

Estimated Costs of the Project

Stage I, total of 160 hours bulldozing and 2500 feet diamond drilling.

Category (1), Independent Contracts

Bulldozing

160 hrs, actual "on the job" working hours

@ $18.00/hr.	$2,880.00

Diamond drilling

Overburden drilling, cased, 300 ft. @ $10.00/ft.	3,000.00

NX (core diameter approx. 2-1/8")	
1200 ft. @ $6.75	8,100.00
BX (core diameter approx. 1-5/8")	
0 - 200 ft. depth	
600 ft. @ $6.25	3,750.00
200 - 400 ft. depth @ $6.75	
AX (core diameter approx. 1-1/8")	
0 - 200 ft. depth @ $5.75	
200 - 400 ft. depth	
400 ft. @ $6.25	$ 2,500.00
KX (core diameter approx. 7/8") @ $5.50/ft.	
Non-core drilling	
$5.50/ft. (0-200 ft. depth)	
$6.00/ft. (200-400 ft. depth)	
Mobilization - $250 per drill rig	
3 rigs @ $250.00	750.00
Reaming, casing, cementing, and	
redrilling, 200 hours @ $10.00/hr	2,000.00
	$22,980.00
Category (3) Operating Materials & Supplies	
250 paper core boxes @ $1.00/box	$250.00
Fixed ~~Agreed~~ Unit Costs	
Incidental allowance per foot of drilling	
completed @ $0.70 (2500 ft.)	1,750.00
Assaying	
400 assays for gold and silver @ $3.50	1,400.00
100 copper determinations @ $2.00	200.00
	$3,350.00

Total estimated costs Stage I $26,580.00

Estimated Costs Stage II

Diamond drilling 6050 feet

Bulldozing 100 hours

Category (1), Independent Contracts

Bulldozing

100 hrs, actual "on the job" working hours

@ $18.00/hr. $ 1,800.00

Diamond drilling

Overburden drilling, cased, 400 ft.

@ $10.00/ft. 4,000.00

BX

0 - 200 ft. depth

1,000 ft. @ $6.25 6,250.00

200 - 400 ft. depth

1,000 ft. @ $6.75 6,750.00

AX

0 - 200 ft. depth @ $5.75

XXXXX

200 - 400 ft. depth

1,000 ft. @ $6.25 6,250.00

Non-core drilling

XXX

0 - 200 ft. depth, 200 ft. @ $5.50/ft. 1,100.00

200 - 400 ft. depth, 250 ft. @ $6.00/ft. 1,500.00

XXXXX

EX $5.50 per ft.

Reaming, casing, cementing, and

redrilling, 400 hours @ $10.00/hr. 4,000.00

$46,500.00

Category (3). Operating Materials & Supplies

600 paper core boxes @ $1.00/box	$605.00

Fixed

~~Agreed~~ Unit Costs

Incidental allowance per foot of drilling completed @ $0.70 (6050 ft.)	4,235.00
Assaying	
800 assays for gold and silver @ $3.50	2,800.00
175 copper determinations @ $2.00	350.00
Total estimated costs Stage II	$54,490.00
Total estimated Costs both stages	$81,070.00
Government participation @ 50%	$40,535.00

DME - 6344

(1) Art. 7 should contain reference to Art. 16, which, in turn, should recite that royalty is also payable under DMEA-4643, Idm-E1107.

(2) Annex I should contain references to Lien & Subordination Agreements (Question: Where are they?).

(3) The 2nd, 3rd, & 4th sentences of Exh. A should be under "General Provisions".

(4) Delete last sentence of 1st par. and, in lieu, add "or equivalent wireline size" at end of each of two previous sentences.

(5) Last sentence on page 2 of Exh A should be transferred to end of 1st par. under "General Provisions".

(6) Work description for Stage I Hidden Vein should be 600 ft (instead of 60 ft) of drilling

(7) Under Stage I Esmond-Pickens Cross Vein, delete "drilling will then be done".

(8) Under Estimated Costs, both Stages I and II, delete "Non-core drilling", as specs do not provide for other than core drilling and

(over)

cased overburden drilling (a separate cost item)

(9) Because of unknowns, I suggest consolidation into a single figure in each stage of total drilling footage costs.

(10) Under both stages change "Agreed Unit Costs" to "Fixed Unit Costs."

(11)? Stage II contains no unit costs for NX or EX sizes.

(12) Stage II Cat. (1) costs add to $31,650.00, not $46,500.00.

(13) Under Stage II 600 core boxes at $1.00 is $600.00, not $605.00.

(14) Insert Stage II sub-total of $7,385.00 for Fixed Unit Costs.

(15) Stage II total costs add to $39,640.00, not $54,490.00.

(16) Total Costs add to $66,290.00, not $81,070.00.

Talbert 4/20/64

JOHN H. TIPPIT
ATTORNEY AT LAW
1440 WESTERN FEDERAL SAVINGS BUILDING
718 SEVENTEENTH STREET
DENVER 2, COLORADO

THOMAS W. WHITTINGTON

May 1, 1964

OFFICIAL FILE COPY
O. M. E.
RECEIVED MAY 5 1964
623-8239

DATE	INITIALS	CODE
	Arnold	500

Mr. Hugh M. Connors
Acting Field Officer
Office of Mineral Exploration
Denver Federal Center
Denver, Colorado

Dear Mr. Connors:

Mr. Charles Melbye has asked that I send to you the enclosed lien agreement relating to the Summitville properties.

Very truly yours,

John H. Tippit

JHT:j
Enclosure

cc - Mr. Charles Melbye

Mr. Selfridge

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

OFFICIAL FILE COPY
O. M. E.
RECEIVED MAY 4 1964

DATE	INITIALS	CODE
	Strawed	500

Memorandum

To: George C. Selfridge, Chief
Division of Field Operations, OME
Washington, D. C. 20240

From: Acting Field Officer, OME, Region III

Subject: OME-6344 (Gold-Gilver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

May 1, 1964

This has further reference to my memorandum dated March 12, 1964 on the subject property.

I have checked the Bureau of Mines records of production for 1963 and no production is shown from the Summitville Mines.

Hugh M. Connors

Hugh M. Connors

cc: OME 6344
E1107
Chron

DMEA FORM 6 REFERENCE SLIP

REV. [illegible]-56 DEFENSE MINERALS EXPLORATION A[illegible]NISTRATION

TO:	I[illegible]IALS	DATE
1. ~~Associate Solicitor 6042~~		
2. W. R. Griswold 4455		
3.		
4.		
5.		
FROM: W. R. Griswold		

FOR: Check items for action desired

x Action ____ Reply for signature of ____

x Approval ____ Investigate ____ Surname

____ Comment ____ Recommendations ____ Signature

____ Conference ____ Rewrite ____ File

____ Instructions ____ Your information

REMARKS:

FROM SOLICITOR

MAY 12 1964

FOR SIGNATURE

INTERIOR DEPT.

MAY 6 - 1964

SOLICITOR

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

M25803

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
	Selfridge	120
4/8	Golden	110
		100
		220
		500

AIRMAIL

Mr. Charles E. Melbye
P. O. Box 309
2020 Foothills Road
Golden, Colorado

APR 8 1964

Re: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

Dear Mr. Melbye:

With reference to the pending application, the Lien or Subordination Agreement which we have just received from you is of little value in its present form. Please note that on the reverse side (just above the signature) no date has been given. This must be filled in. Also, please note at the bottom of the page the necessary certification has not been completed. This also must be filled in properly.

Please correct these omissions and return five copies to us as soon as possible. The one copy which you submitted is enclosed.

Sincerely yours,

W. R. Griswold
mm

W. R. Griswold, Chief
Division of Minerals

Enclosures

WRGriswold/mm (4/8/64)
cc: Director's Reading File
Region III
Docket

23263

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

OFFICIAL FILE COPY
O. M. E
RECEIVED APR 1 8 1964

DATE		CODE
16, 1964		
		500

AIRMAIL

Memorandum

To: George C. Selfridge, Chief
Division of Field Operations, OME
Washington, D. C. 20240

From: Acting Field Officer, OME, Region III

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Rio Grande County, Colorado

This responds to your memorandum dated April 10, 1964 on the subject application. This memorandum was postmarked April 13 and was received in this office the afternoon of April 15, 1964.

A review of the application indicates too much overhead. A qualified Project Engineer at $800.00 a month should be enough, in our opinion, with the help of a part time Consultant, who we presume is to be Mr. Melbye. This would eliminate the Resident Geologist at $800.00 a month.

The applicant made no provision for the cost of furnishing drill water and the low bidder on the drilling specified that the operator would furnish the water. I telephoned Mr. Melbye to forward this office his estimate of costs on supplying drill water and will relay it to you.

I believe the proposed project has merit and recommend a contract.

Hugh M. Connors

Hugh M. Connors

CHARLES E. MELBYE AND ASSOCIATES

MINING - GEOLOGICAL - GEOPHYSICAL - ENGINEERS

Ame

April 16, 1964

OME
DEPARTMENT OF THE INTERIOR
APR 17 1964
REGION III
DENVER, COLORADO

Mr. Hugh M. Connors
Acting Field Officer, OME
Region III
Denver Federal Center
Denver, Colorado

Re: OME-6344
W. S. Moore Co.
Summitville Mines
Rio Grande Co., Colorado

Dear Mr. Connors:

In regard to your inquiry about the cost of supplying water to surface drill sites, I have called Himes Drilling Co., the lowest bidder on the drilling.

Mr. Himes informs me that their bid includes the cost of furnishing water to the drill sites on surface, whether by pump or by water truck.

Sincerely,

Charles E. Melbye

Charles E. Melbye
Consultant to W. S. Moore Co.

M/am
cc: W. S. Moore Co.

Mr Selfridge

OFFICIAL FILE C
O. M. E
RECEIVED APR
DATE
Drawer 500

2020 FOOTHILLS ROAD

P. O. BOX 309 [redacted] CRestview 9-1542

GOLDEN, COLORADO

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
	Grisuold	500
4/10	Talbert	800
	Selfridge	130
4/10	Johnson	110
	[illegible]	100
4/10	Coe	220
		500

APR 1 0 1964

W. S. Moore Co.
400 Torrey Building
Duluth, Minnesota

Re: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

Gentlemen:

The application for assistance in exploring the subject property has been reviewed by the Division of Minerals of the Office of Minerals Exploration and referred to Mr. H. M. Connors, Building 20, Office of Minerals Exploration, Region III, Federal Center, Denver, Colorado, 80225.

The Regional Office will notify you in case additional information concerning the application is needed.

Sincerely yours,

George Fumich, Jr.

Acting Director

cc: Mr. Charles E. Melbye
Director's Reading File
Region III
Docket
MMerrithew/mm
4/10/64

23263

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
	Maxwell	500
4/10	Talbot	800
	GCS	130
4/10	Johnson	110
"	[illegible]	100
		220
		500

APR 1 0 1964

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Field Operations

Subject: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

The subject application is referred to Region III for review and recommendations. Please submit your reply as soon as possible.

George C. Selfridge (gla)

MMerrithew/mm
4/10/64
cc: Director's Reading File
Review Committee
Docket

23263

CHARLES E. MELBYE AND ASSOCIATES

MINING - GEOLOGICAL - GEOPHYSICAL - ENGINEERS

OFFICIAL FILE COPY
C. M. E.
RECEIVED APR 7 1964

April 4, 1964

Griswold 500

Mr. W. R. Griswold, Chief
Division of Minerals
Office of Minerals Exploration
U. S. Dept. of Interior
Washington 25, D. C.

Re: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande Co., Colorado

Dear Mr. Griswold:

In reference to your letter of the 31st, I will attempt to answer each of your questions.

Hidden Vein

The four additional holes as shown in the summary are correct. Holes GH-1 and GH-2 are the two specified locations and are shown on Plate 2.

Annie Vein

Plate 6 shows Holes GA-1 and 2 which are designed to drill only the Annie Vein zone at the Copper Hill knob. They are not of sufficient length nor are they intended to explore the Hidden Vein.

Dexter Vein

Enclosed is a plan map showing Holes GD1-4. By way of further clarification and correction, all of these holes will intersect the vein about 80 feet below the surface, and each should be planned to 250 feet to thoroughly explore disseminated gold-silver values in both walls. The balance of 800 feet is to be used for further deep drilling below those holes which intersect ore.

If there are further questions, I should be pleased to assist in any way.

Sincerely yours,
Charles E. Melbye
Charles E. Melbye
Consultant to W. S. Moore Co.

M/am
cc: W. S. Moore Co.

2020 FOOTHILLS ROAD

P. O. BOX 309 [redacted] CRestview 9-1542

GOLDEN, COLORADO

OFFICIAL FILE COPY

Date	Surname	Code
	Selbyes	220
3/31	Johnson	110
4	Cent	100
3/31	Cae	220
		500

Mr. Charles E. Malbye
P. O. Box 309
2020 Foothills Road
Golden, Colorado

MAR 3 1 1964

Re: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

Dear Mr. Malbye:

We have your March 27 letter to Mr. Connors, with enclosures. There are certain items on which we are not clear:

Hidden Vein

Two holes are illustrated (GA 1 and 2). You say, "bulldozer cuts at the approximate indicated locations . . . to assist in the location of three additional holes." Yet just below that you request provision for four additional holes--which is correct?

Annie Vein

You say, "two hole locations are shown on Plate 6,"yet your Plate 6 shows no hole locations other than GA 1 and 2 for the Hidden Vein. Please clarify this.

Dexter Vein

You say, "hole locations for GD 1 - 4 are shown only on the long section." Please let us have a map or accurate sketch showing these holes in plan.

Sincerely yours,

W. R. Griswold
mm
W. R. Griswold, Chief
Division of Minerals

cc: W. S. Moore Co.

Director's Reading File
Region III
Docket
WRGriswold/mm 3/31/64

23263

CHARLES E. MELBYE AND ASSOCIATES
MINING - GEOLOGICAL - GEOPHYSICAL - ENGINEERS

OFFICIAL FILE COPY
O. M. E.
RECEIVED MAR 30 1964

DATE	INITIALS	CODE
		~~150~~
		~~120~~
3/30	JJ	~~110~~
		500

March 27, 1964

OME
DEPARTMENT OF THE INTERIOR
MAR 27 1964
REGION III
DENVER, COLORADO

Mr. Hugh M. Connors, Acting Field Officer
OME, Region III
Denver Federal Center
Denver, Colorado

Re: OME-6344 (Gold-Silver)
W. S. Moore Co.
Summitville Mines
Rio Grande County, Colorado

Dear Mr. Connors:

left-hand side of docket

Attached is the revised OME application which has been revised in accordance with conversations with Messrs. George C. Selfridge and Frank Johnson in Washington and with you and Mr. Romslo in Denver.

Only those sections needing revision are included. The changes have been designed to keep exploration well within the oxide zone where gold-silver are the predominant values and also to eliminate drilling which is more in the nature of further development of known ore blocks or previously mined ore blocks.

Also enclosed are additional bids from two contractors covering non-core drilling, bank correspondence regarding a loan, and the lien or subordination agreement. One additional bank reply will be forthcoming in a few days. It appears that Himes Drilling Company is the low bidder in view of their low bid on the core drilling which is 80% of the project.

Your consideration of this project will be appreciated.

Sincerely yours,

Charles E. Melbye

Charles E. Melbye
Consultant to W. S. Moore Co.

M/am
cc: W. S. Moore Co.
Mr Selfridge

2020 FOOTHILLS ROAD
P. O. BOX 309 [redacted] CRestview 9-1542
GOLDEN, COLORADO

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

IN REPLY REFER TO:

MAY 12 1964

Memorandum

To: Chief, Division of Minerals, OME

From: Assistant Solicitor, Branch of Mineral Defense Activities

Subject: Proposed contract with W. S. Moore Co. - OME-6344

Pursuant to your request we have prepared the subject contract. However, this Operator is in possession of the land pursuant to the terms of an "Assignment Agreement" which requires him to pay the assignors (the original lessees - John B. Rigg and Shirley A. Rigg) the sum of $200,000 over a 20 year period upon full payment of which they will execute an assignment of their interest under the lease from the Reynolds-Morse Corporation. (See items I "Purchase Price" and VI "Conveyance Upon Final Payment" of Assignment Agreement.)

Accordingly, before this contract is presented to the Operator for his execution he should be required to furnish a Lien or Subordination Agreement executed by John B. Rigg and Shirley A. Rigg, his wife.

Robert W. Long
Robert W. Long
Assistant Solicitor
Branch of Mineral Defense
Activities

Enclosure

During the conversation it was pointed out to Messrs. Nye and Melbye that the mineralization and rock structure lack continuity, the mineralization was confined to relatively narrow fault zones, and that brecciated structures as shown by drill logs contain only small hot spots of better mineralization whereas the remainder of the structure carried only a few thousandths of a percent MoS_2. Mr. Melbye explained that there were three periods of brecciation, one post mineral, and that time was not taken in the logging of the core to differentiate between pre- and post-mineralization brecciation.

Mr. Melbye thought that the magnetic low shown in the southwest corner of the magnetic map had a better potential than the one at the northwest corner where Hole II-S9 is scheduled to be drilled. He pointed out that there are two cross structures, a high chemical anomaly and a magnetic low present. At this time the writer mentioned that it would seem best to drill a hole at the intersection of the two faults. Mr. Melbye mentioned that one couldn't be quite sure of the intersection because of overburden and that the intersection as shown was an approximation. From what he had said just previously, the location of the stronger northwestward-trending fault is pretty well located by trenching and older pitting. . The northwestward-trending fault is exposed only in a trench approximately where it was intersected at depth by Hole II-S4 and this area is almost a magnetic high. As shown on the map, it was drawn based largely on a geophysical survey.

Mr. Nye thought that the northwestern geophysical low would also have to be drilled. It was explained to them that it would be immaterial to OME whether they drilled the remaining available footage at the north anomaly or the southern one, whichever they thought might furnish the best results. If they decide to drill Hole II-S9 at the southern anomaly rather than the northern one, they will so request.

Mr. Nye brought up the possibility of another recess while the company might be doing surface drilling on its own before completing the presently-approved underground drilling. The writer mentioned that it would not be necessary unless OME work were put off for more than a couple of months.

The matter of specularite occurring with the molybdenum mineralization was also discussed. While the amount of specularite present is not an indication of the molybdenite grade, Mr. Melbye stated that he would not drill an area for molybdenite unless some specularite were present.

As Mr. Melbye is also involved in the Summitville application (OME-6344, W. S. Moore Co.), the matter was discussed with him more or less as written to the field on March 5. As copper is ineligible and drilling in and below and close to old workings is not considered exploration, it was suggested that the application be revised to test virgin or relatively undeveloped areas where gold and silver might possibly occur. This might confine some of the exploration solely to the oxidized zone. Part of the area covered by the current application was drilled under a copper-gold DMEA contract and the project certified.

George C. Selfridge

GCSelfridge/gla (3-10-64)
cc to: Director's Reading File
Docket OME-6231
Docket OME-6344
Mr. Selfridge

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
	Thomas	500
3/5	Talbert	800
	GCS	130
3/5	Johnson	110
	Gilfillen	100
3/5	Cole	220
		502

Memorandum

MAR 5 1964

To: Acting Field Officer, Region III

From: Chief, Division of Field Operations

Subject: OME-6344 (Gold-Silver)
S. W. Moore Co.
Summitville Mines
Rio Grande County, Colorado

We have certain reservations as to the merits of the work proposed in the subject application and also as to its eligibility for gold and silver exploration assistance.

The results of the previous BMEA contract (Idm-E1107) clearly indicated that the ore values were predominantly in copper. Most of the assay data in the current application also indicate that the exploration would be for copper, rather than gold and silver, and much of the proposed work would be testing areas adjacent to old workings. In this connection your attention is called to the conclusions in Mr. Romslo's final report on Idm-E1107.

Although the production records show the principal values were in gold and silver, this production came from the oxidized zone and not from the sulphide zone. Indications are that the gold-silver values are generally very low in tenor below the oxide zone. Consequently, we could not give favorable consideration to work that from all indications, if successful, would result mainly in adding to the reserves of copper.

If the Applicant can revise its application for exploration work that would be confined to a search for new deposits of gold and silver ores in the oxidized zone, further consideration could be given to such an application. We would not favor work that depends upon geophysical results unless the geophysical work is completed before the starting of any work under an OME contract.

If the Applicant submits a revised application along the lines outlined, additional data should be submitted to support its contention that the work would result in finding significant reserves of gold-silver ores. The Applicant need only file a new Form MME 40 with

the revised proposed work schedule and supporting data. However, the application should be accompanied by new bank correspondence with banks that can make loans in the trade area of the project. Bank letters denying loans because the project is outside their trade areas are not satisfactory evidence of a loan denial.

In Item 3(a) a statement is made that Riggs shipped development ore from the Chandler level during the two summers following exploration under Idm-E1107. We have received royalty only on shipments totaling 134 tons of copper-gold ore made in September 1958. Royalty was not paid on 840 tons of ore stockpiled at the Chandler and Reynolds adits at the close of the DMEA contract. Please check on this matter.

It is suggested you discuss the revision of the application with the Applicant as indicated.

George C. Selfridge (gla)

FEJohnson/gladmm
3/5/64
cc: Director's Reading File
Review Committee
Docket
Docket DMEA-4643

March 2, 1964

W. S. Moore Company
Mr. Warren S. Moore, President
400 Torrey Building
Duluth, Minnesota

Subject: OME - 6344

Dear Mr. Moore:

Your application for exploration assistance, dated February 27, 1964 submitted to our office at Denver, Colorado has been assigned docket number OME - 6344.

Please identify all future correspondence relating to your application by this docket number.

Sincerely yours,

Allen S. Dakan, Chief
Division of Administrative
Management

Copy to Region III

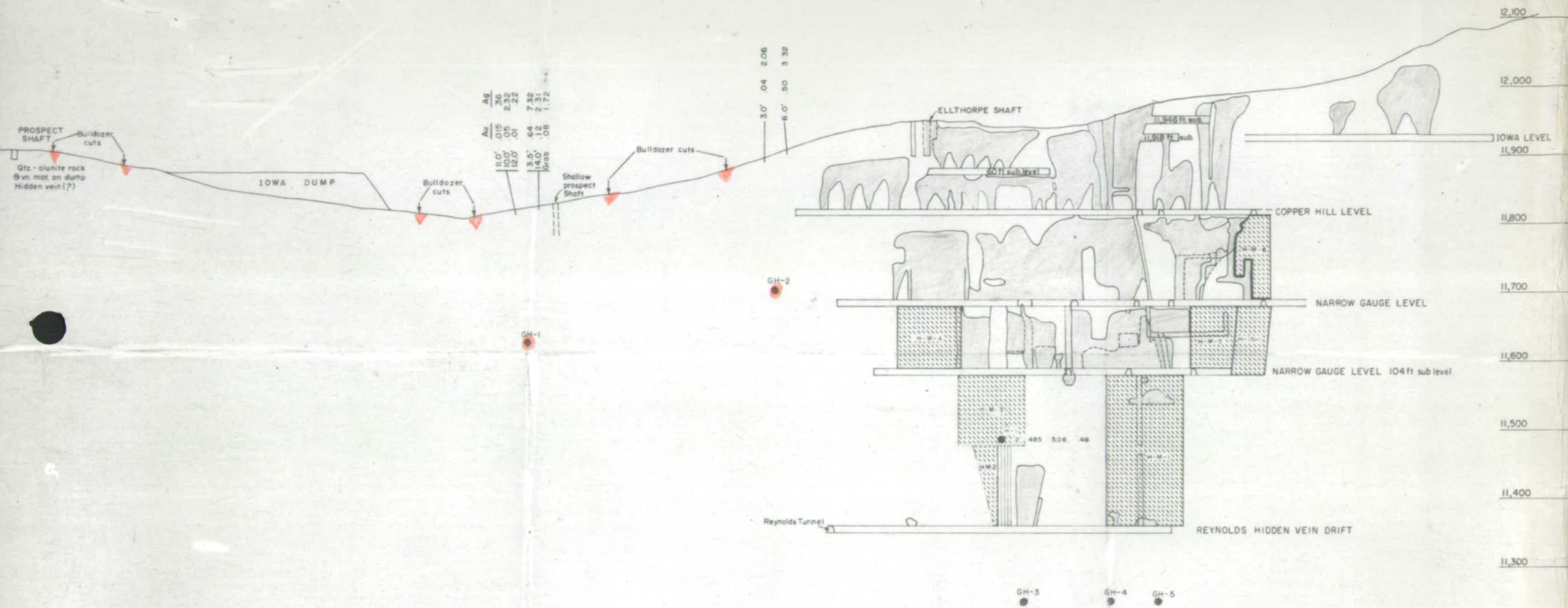


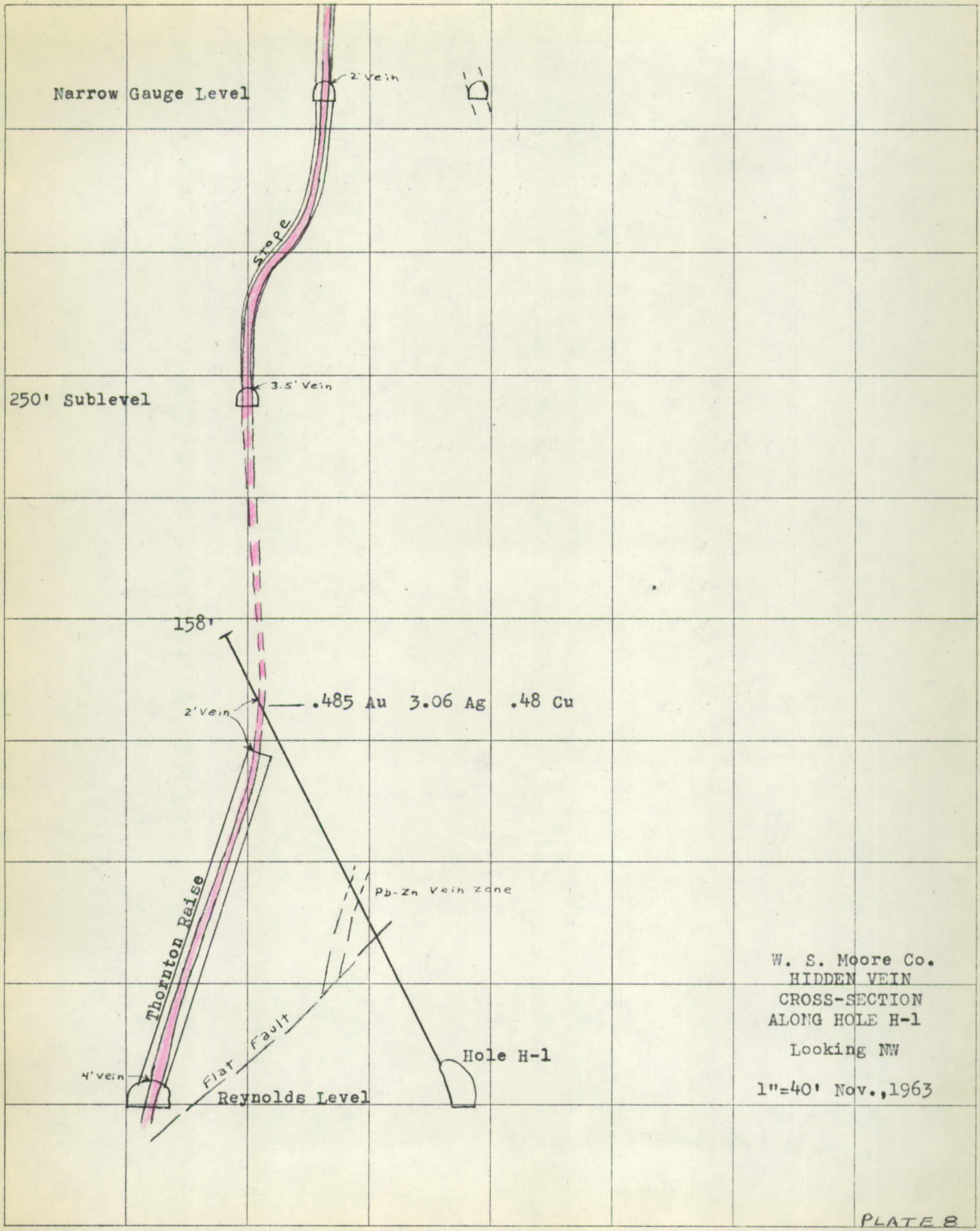
PLATE 2

CHARLES E. MELBYE
Geological Engineer

W.S. MOORE CO.
SUMMITVILLE MINES
HIDDEN VEIN
VERTICAL LONG SECTION
LOOKING S 30° W
Rio Grande County, Colorado

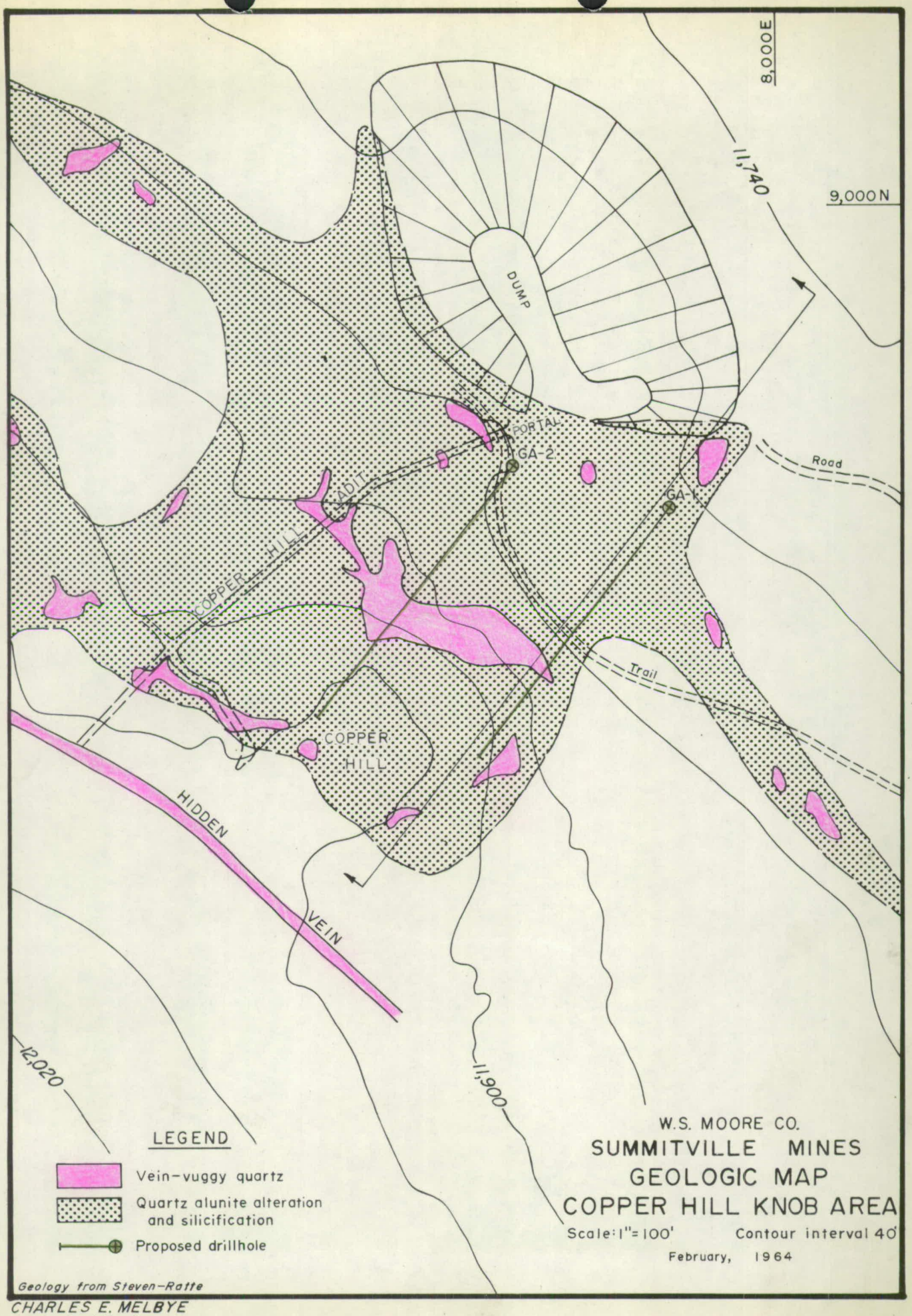
Stoped areas
GH-3 Proposed drillhole (Intersection pt w/vein)
Completed drillhole

PLATE 2



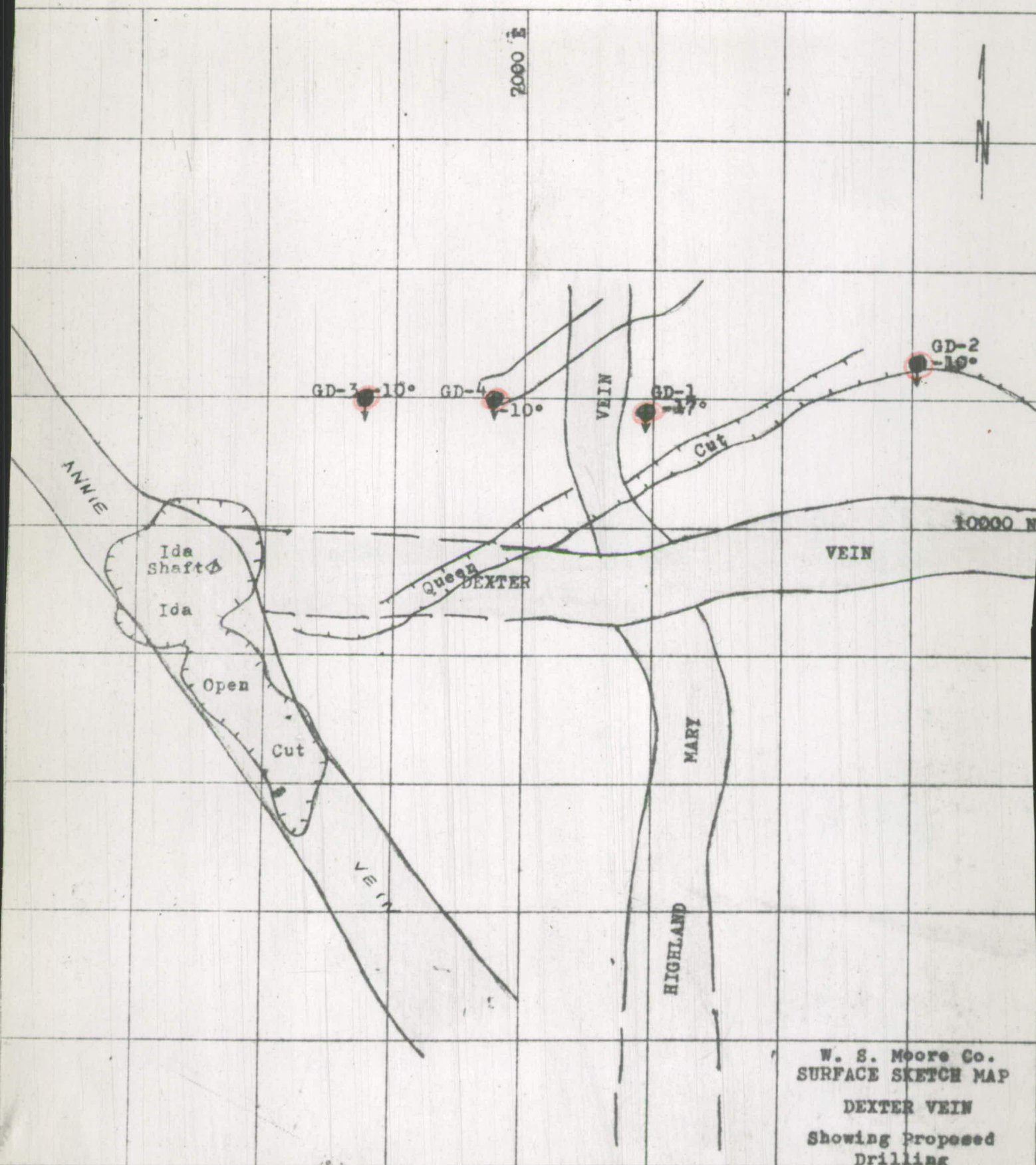
Charles E. Melbye, Geol. E.

K+E ALBANENE® TRACING PAPER 70052



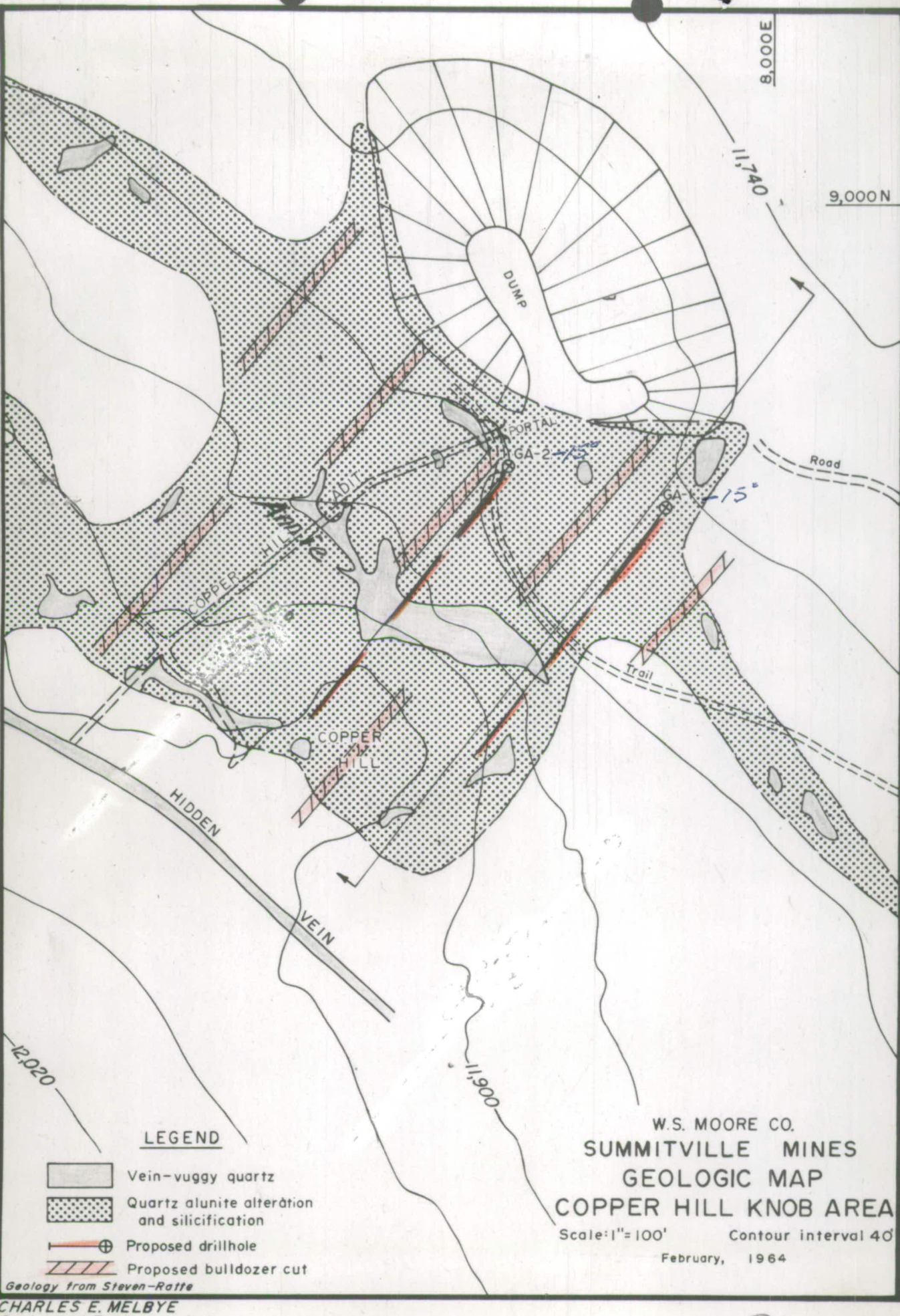
CHARLES E. MELBYE
Geological Engineer

PLATE 6



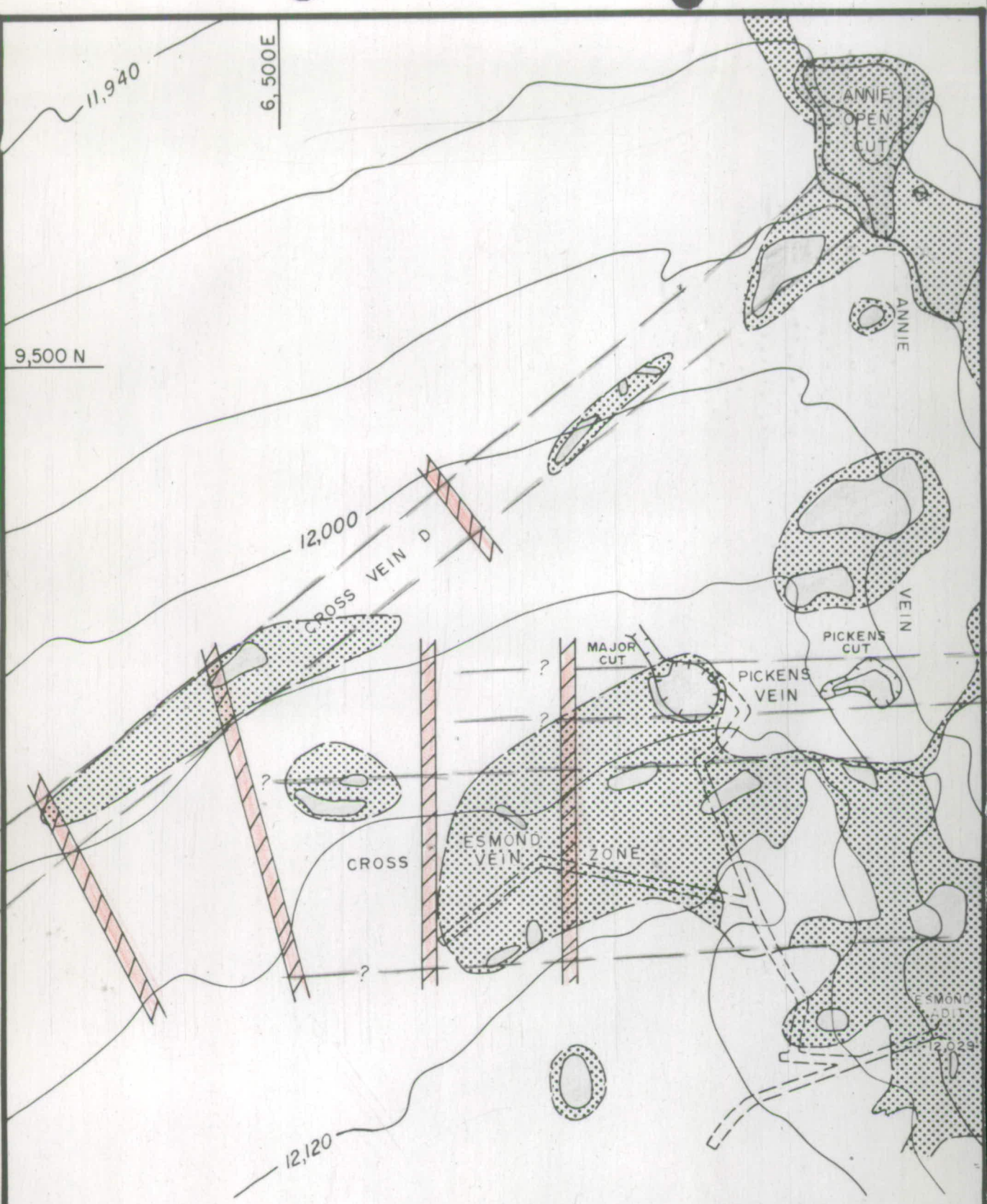
W. S. Moore Co.
SURFACE SKETCH MAP
DEXTER VEIN
Showing Proposed Drilling
1"=100'

Plate 12



CHARLES E. MELBYE
Geological Engineer

Plate 6



LEGEND

- Vein-vuggy quartz
- Quartz alunite alteration and disseminated Au–Ag mineralization
- Proposed bulldozer cut

W.S. MOORE CO.

SUMMITVILLE MINES
GEOLOGIC MAP
ESMOND-PICKENS CROSS-VEIN AREA

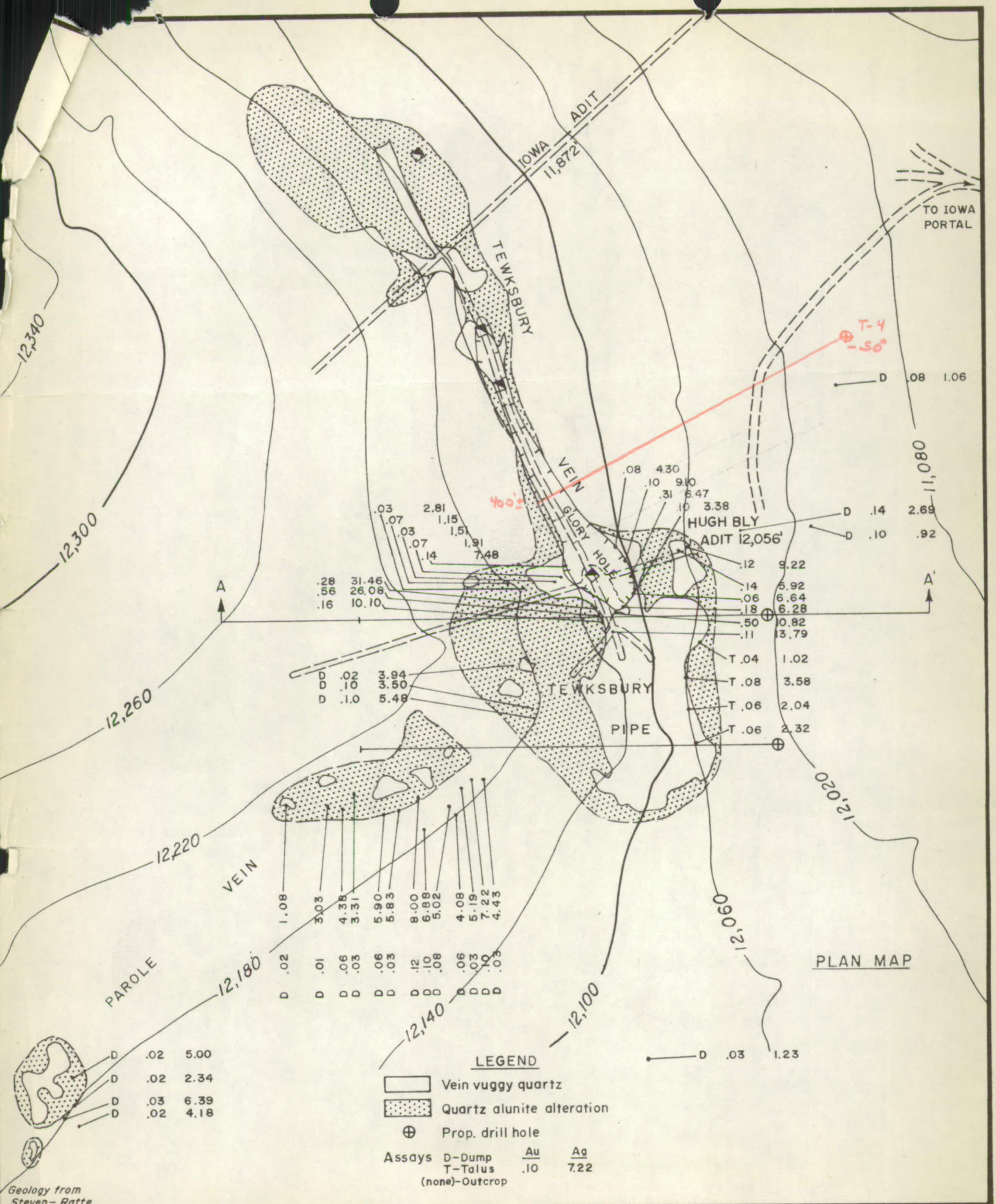
Scale: 1" = 100' Contour interval 40'

March, 1964

Geology from Steven-Ratte

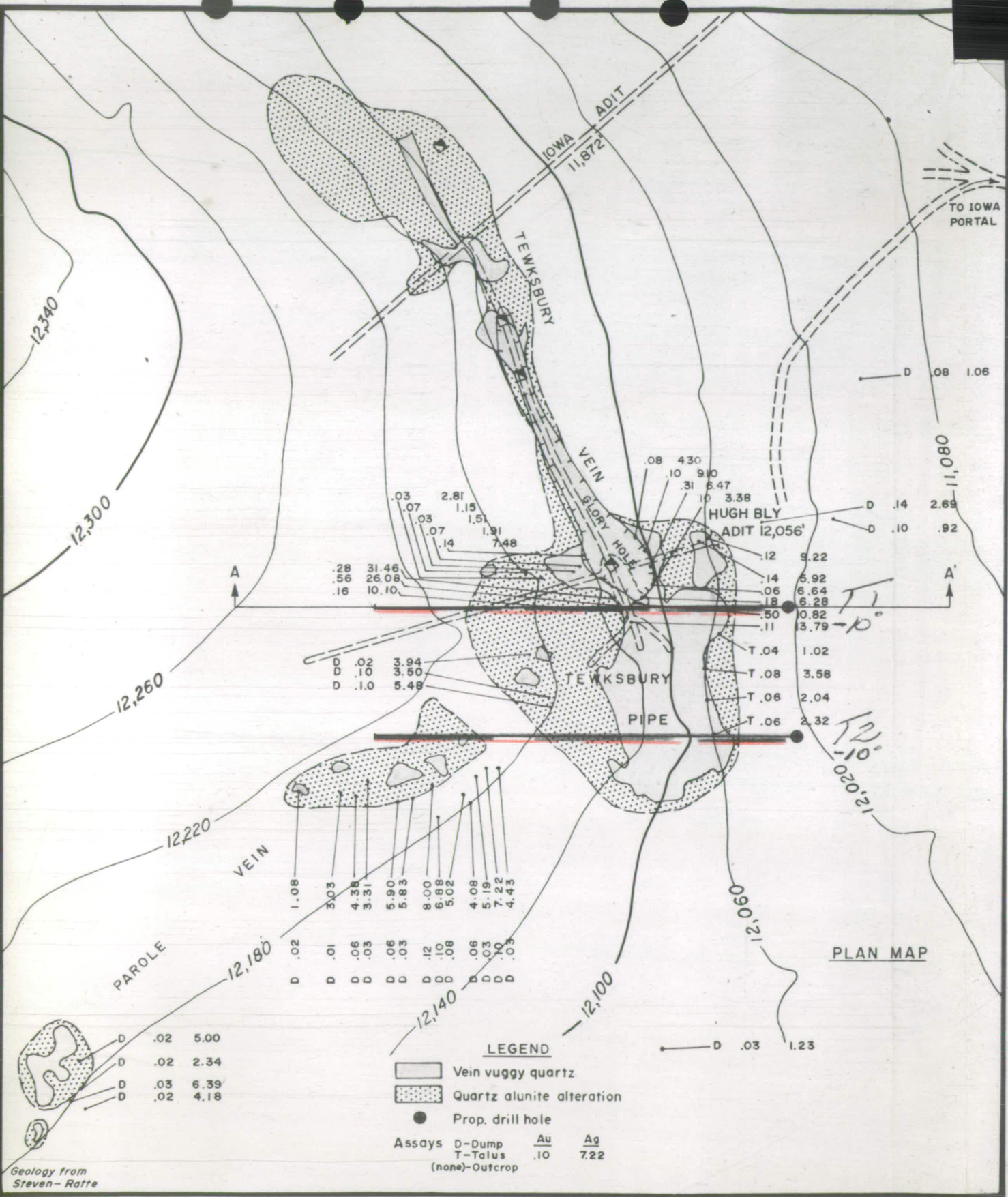
CHARLES E. MELBYE
Geological Engineer

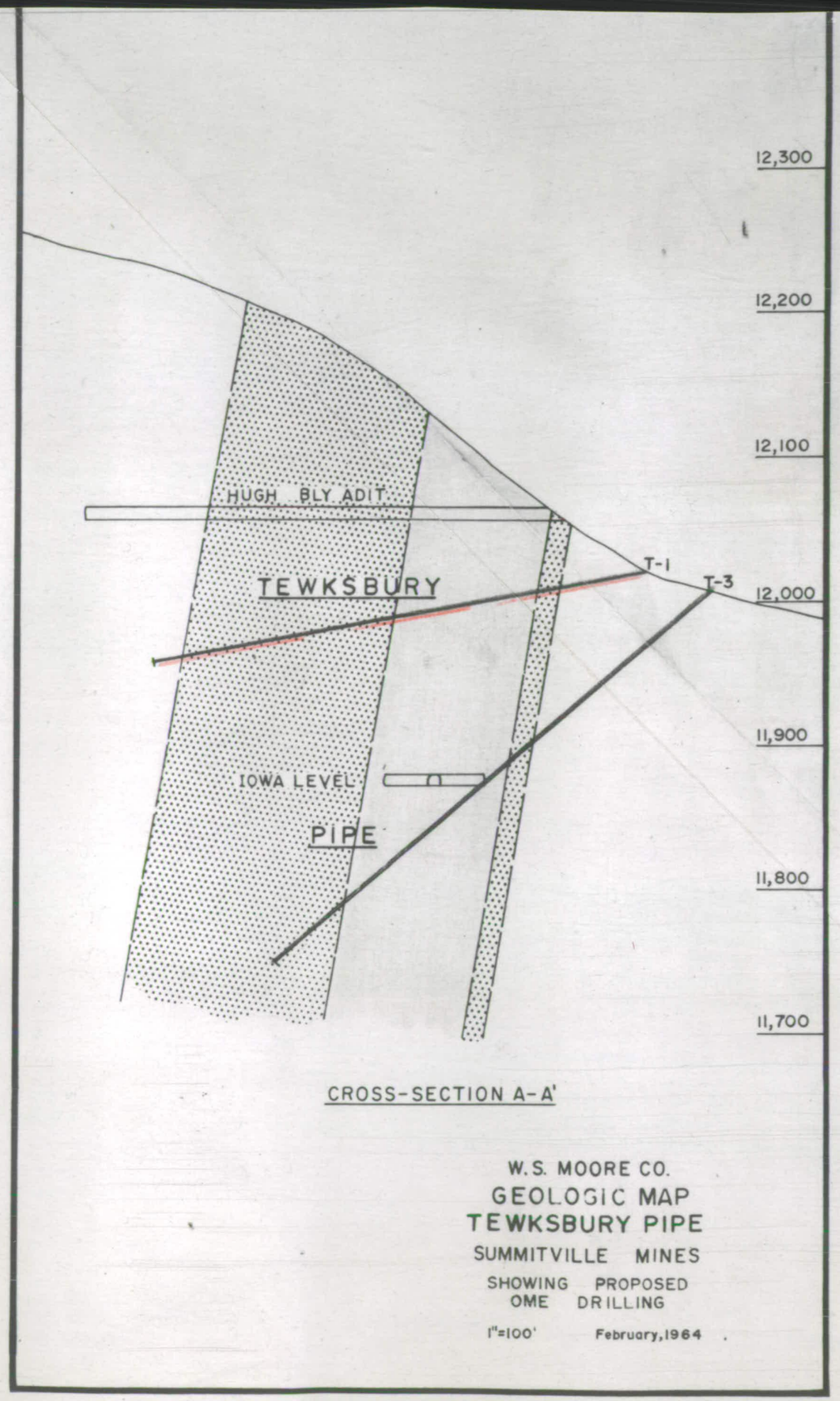
Plate 11



Geology from Steven-Ratte

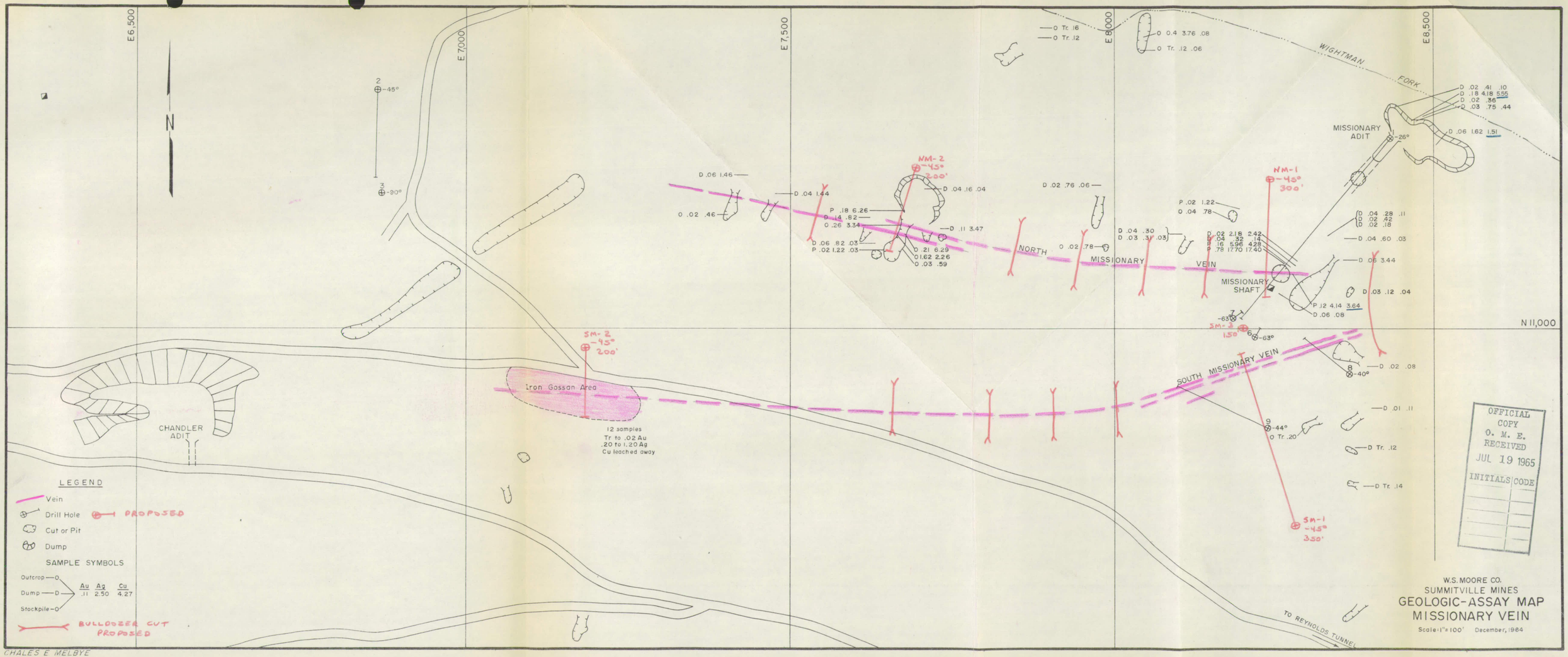
CHARLES E. MELBYE
Geological Engineer



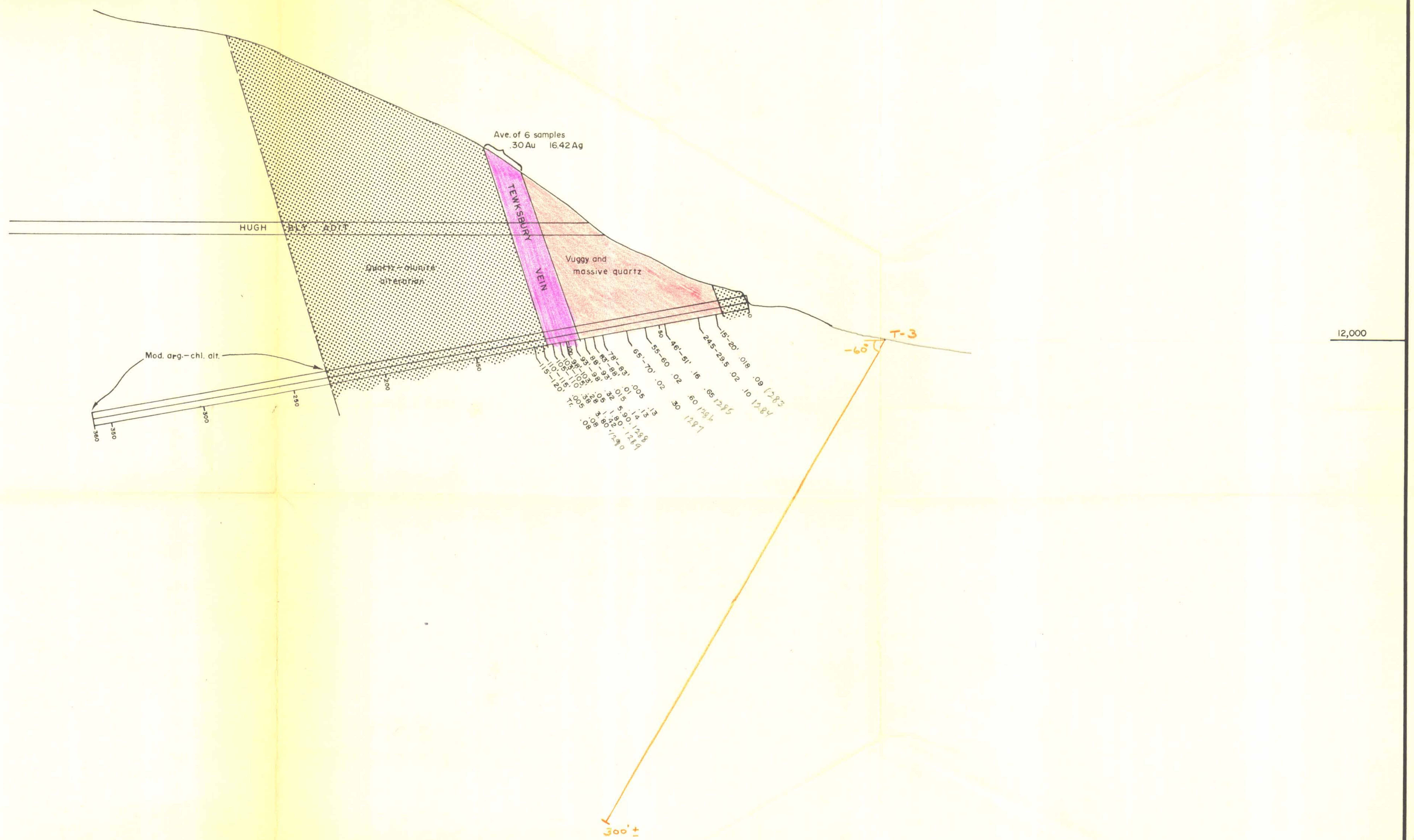


CHARLES E. MELBYE
Geological Engineer

PLATE 4



CHALES E. MELBYE
Geological Engineer.

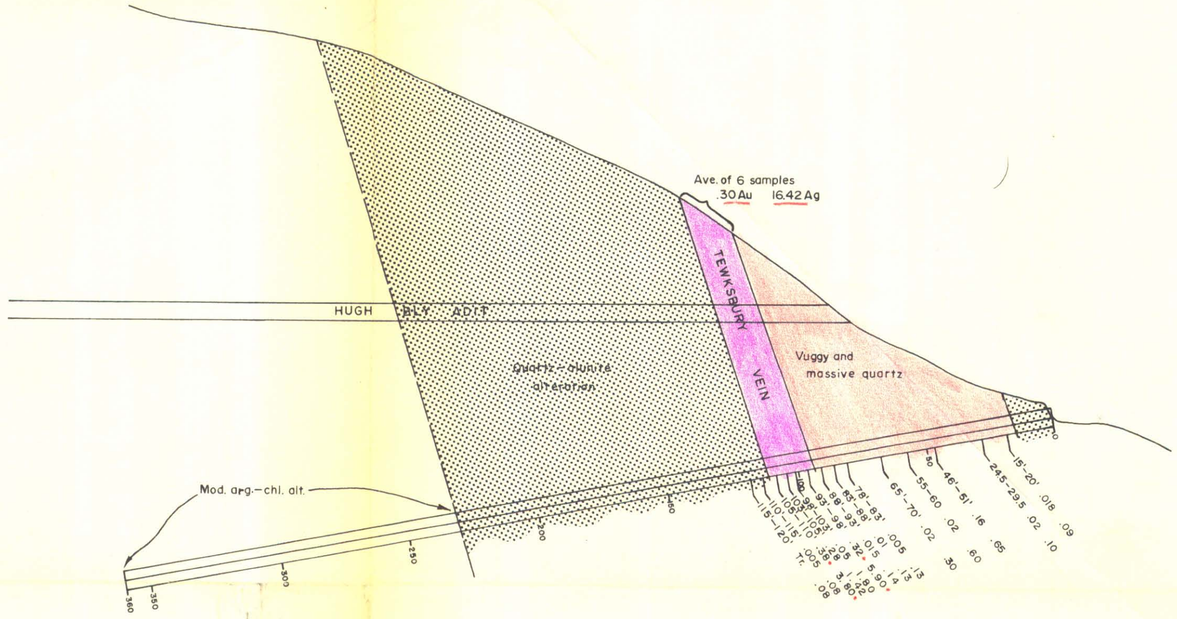


W.S. MOORE CO.
SUMMITVILLE MINES

GEOLOGIC ASSAY LOG

HOLE T-1

SECTION LOOKING NORTH
Scale: 1"=40' August 1964

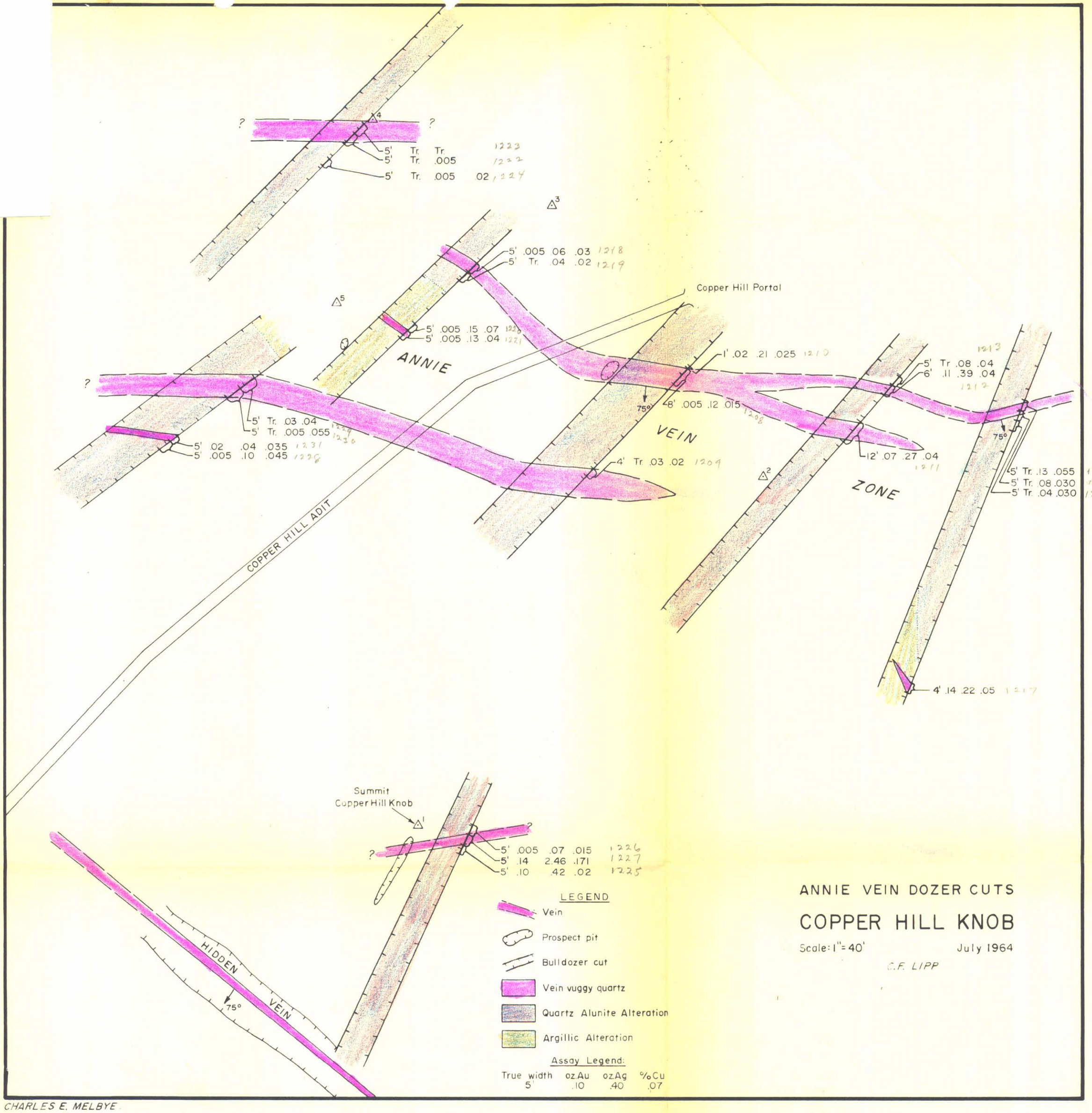


W.S. MOORE CO.
SUMMITVILLE MINES

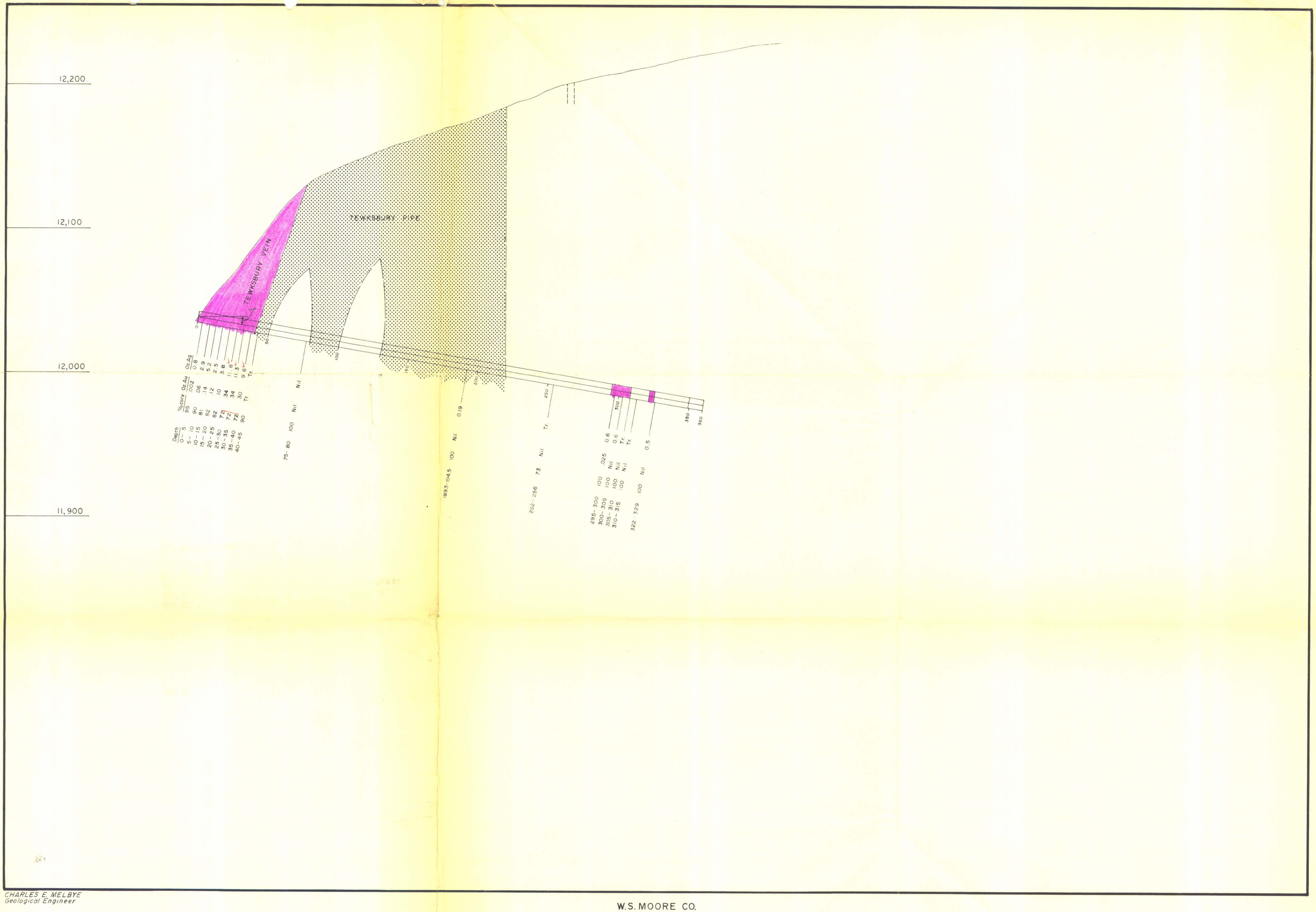
GEOLOGIC ASSAY LOG

HOLE T-1

SECTION LOOKING NORTH
Scale: 1"=40' August 1964



CHARLES E. MELBYE
Geological Engineer

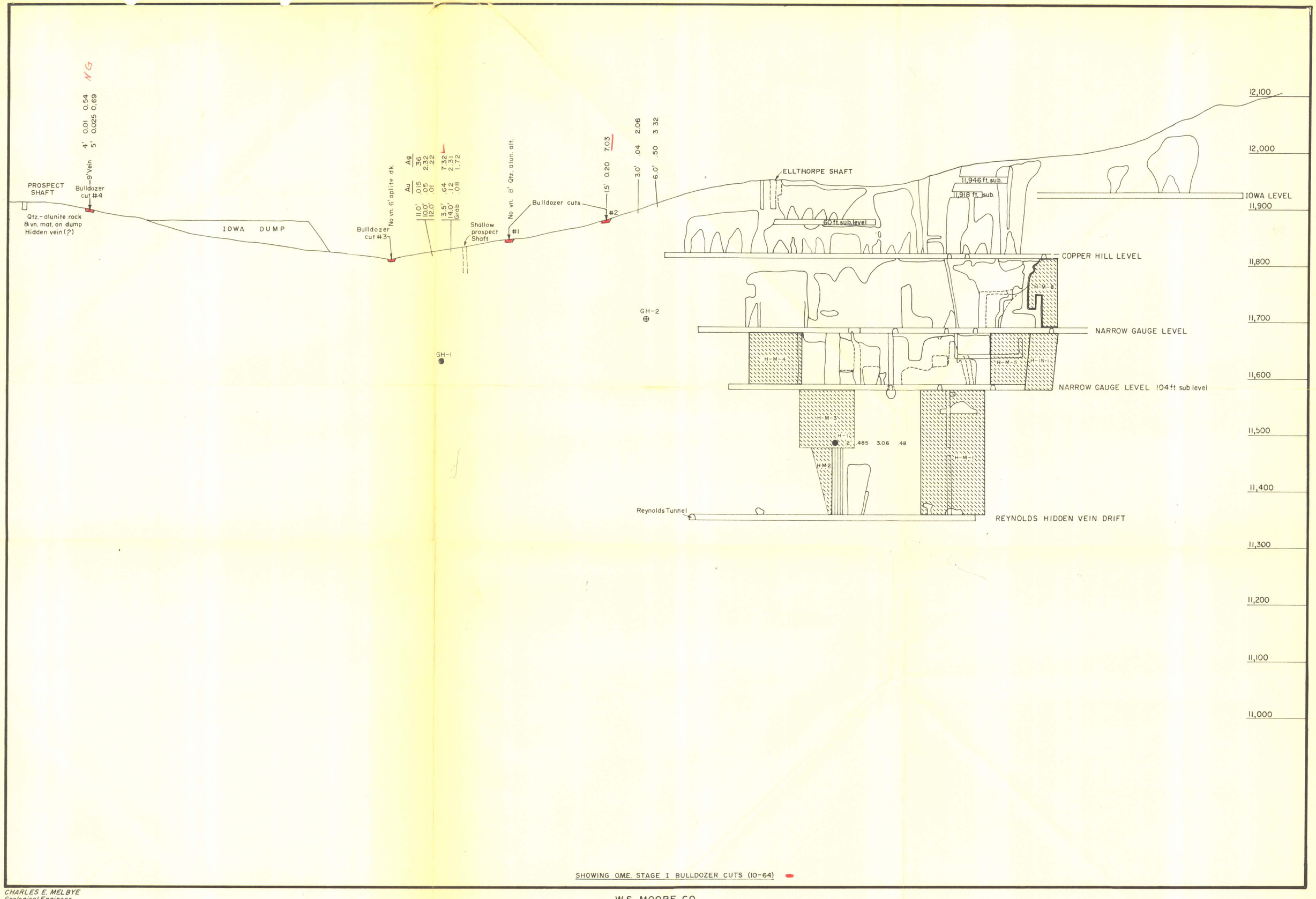


CHARLES E. MELBYE
Geological Engineer

W.S. MOORE CO.

GEOLOGIC ASSAY LOG
HOLE T-2
SUMMITVILLE MINES

SECTION LOOKING SOUTH
Scale: 1"=40' August 1964

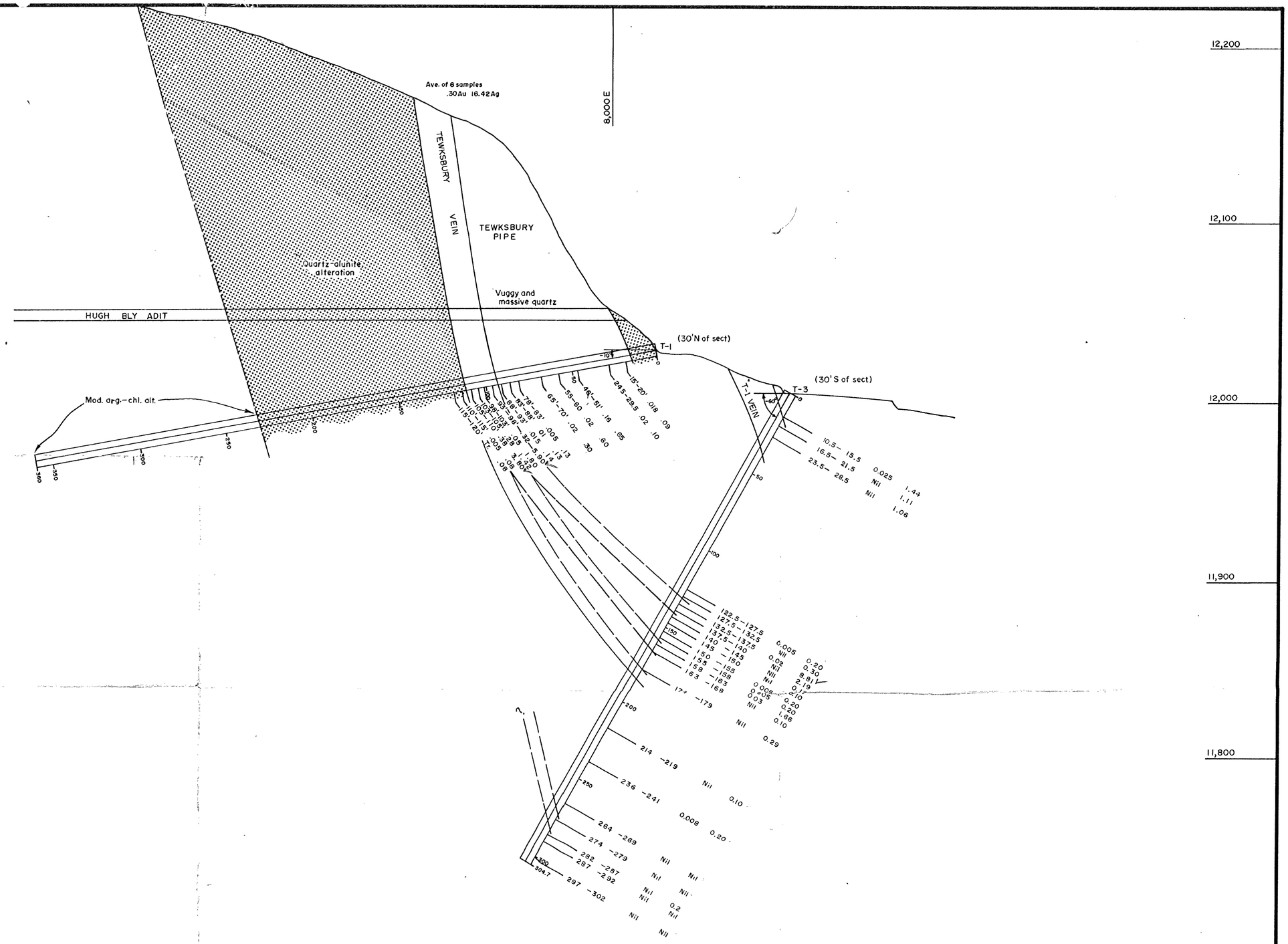


SHOWING QME. STAGE I BULLDOZER CUTS (10-64)

CHARLES E. MELBYE
Geological Engineer

W. S. MOORE CO.
SUMMITVILLE MINES
HIDDEN VEIN
VERTICAL LONG SECTION
LOOKING S 30° W
Rio Grande County, Colorado
Scale: 1" = 100' February 1964

Stoped areas
GH-3 ⊕ Proposed drillhole (Intersection pt. w/vein)
● Completed drillhole

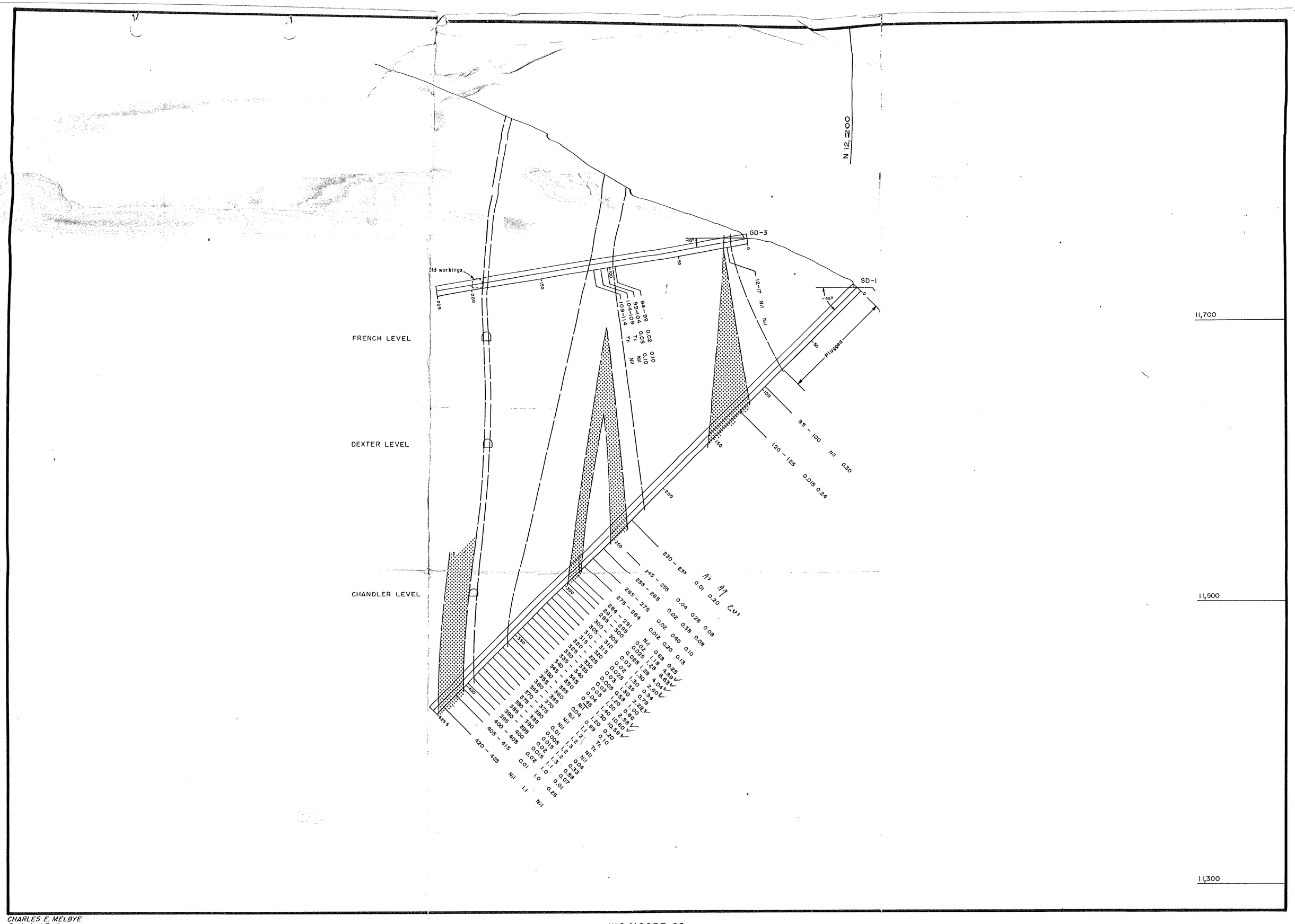


CHARLES E. MELBEY
Geological Engineer

W.S. MOORE CO.
SUMMITVILLE MINES

GEOLOGIC ASSAY LOG
HOLE T-1 & T-3

SECTION LOOKING NORTH
ALONG COORD. 7100N
Scale: 1" = 40' September, 1964



CHARLES E. MELBYE
Geological Engineer

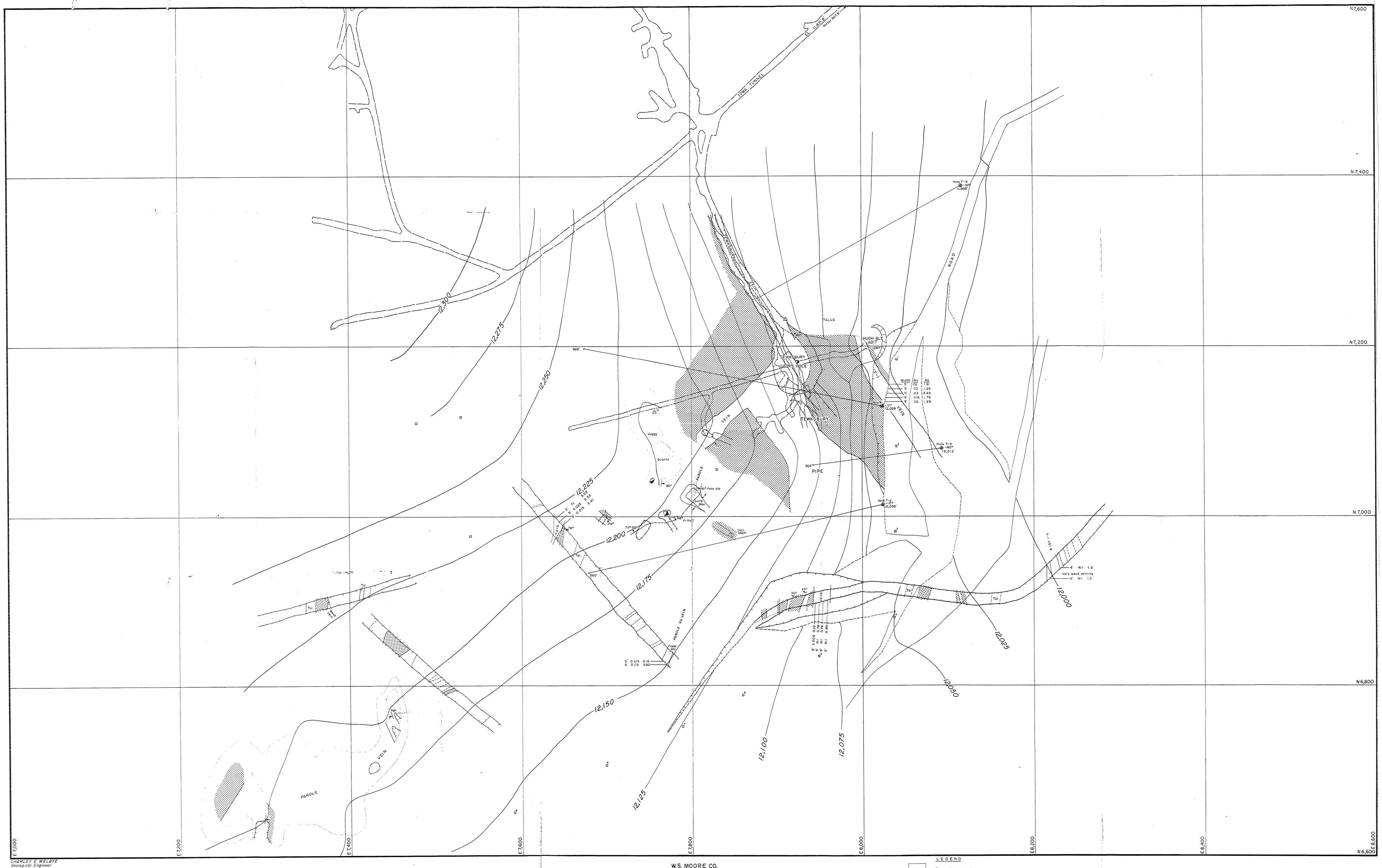
Holes GD-3 SD-1

W.S. MOORE CO.

GEOLOGIC ASSAY LOG
HOLES GD-3 & SD-1

SUMMITVILLE MINES

SECTION LOOKING WEST
ALONG COORD. 12,200N
Scale: 1"=40' October 1964



CHARLES E. MELBYE
Geological Engineer

W.S. MOORE CO.

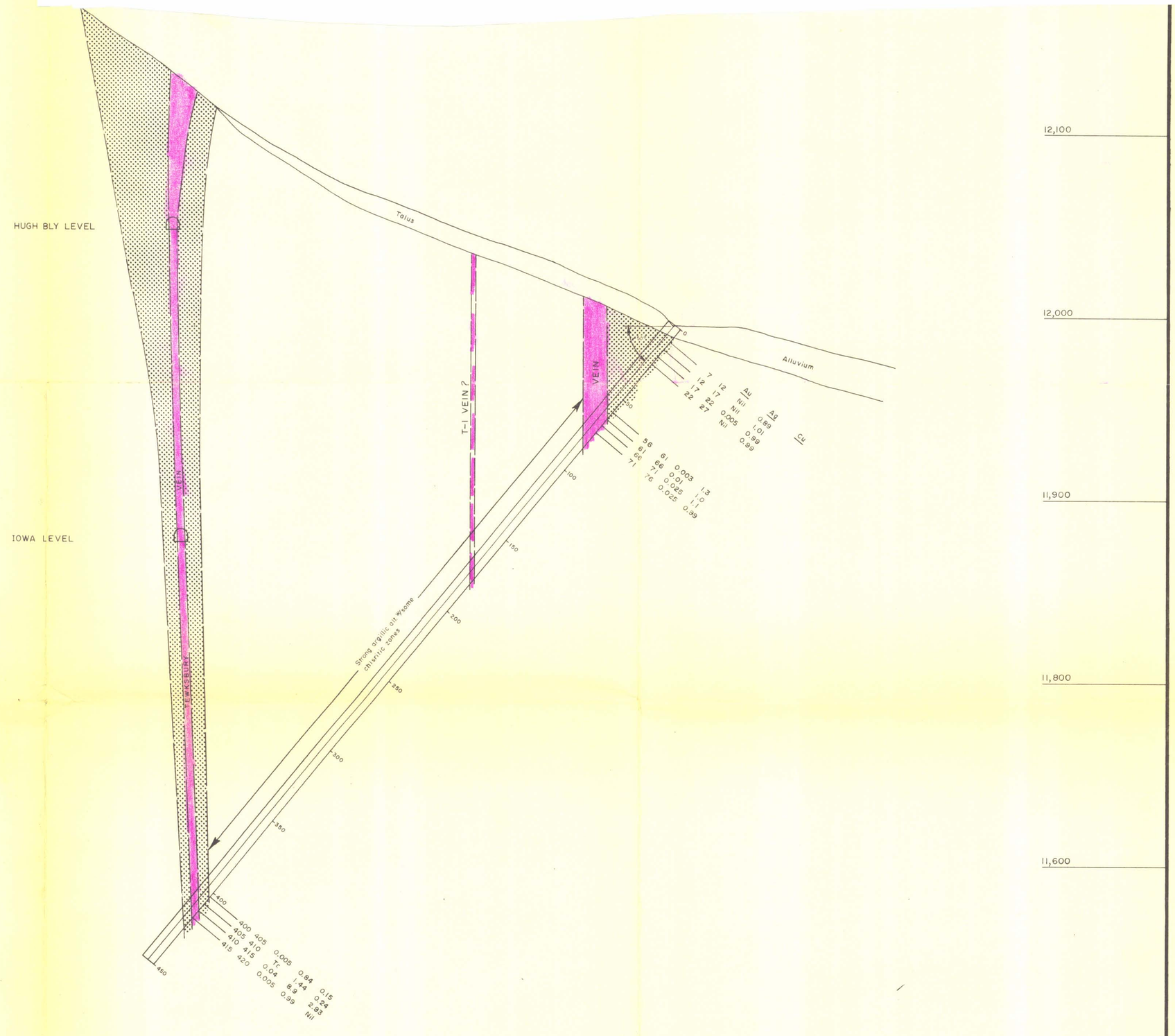
GEOLOGIC MAP
SOUTH TEWKSBURY AREA

SUMMITVILLE MINES

Rio Grande County, Colorado
Scale 1"=40' September, 1964

LEGEND

- Quartz latite porphyry
- Tql — Quartz latite dike
- Vein
- Quartz alunite alteration



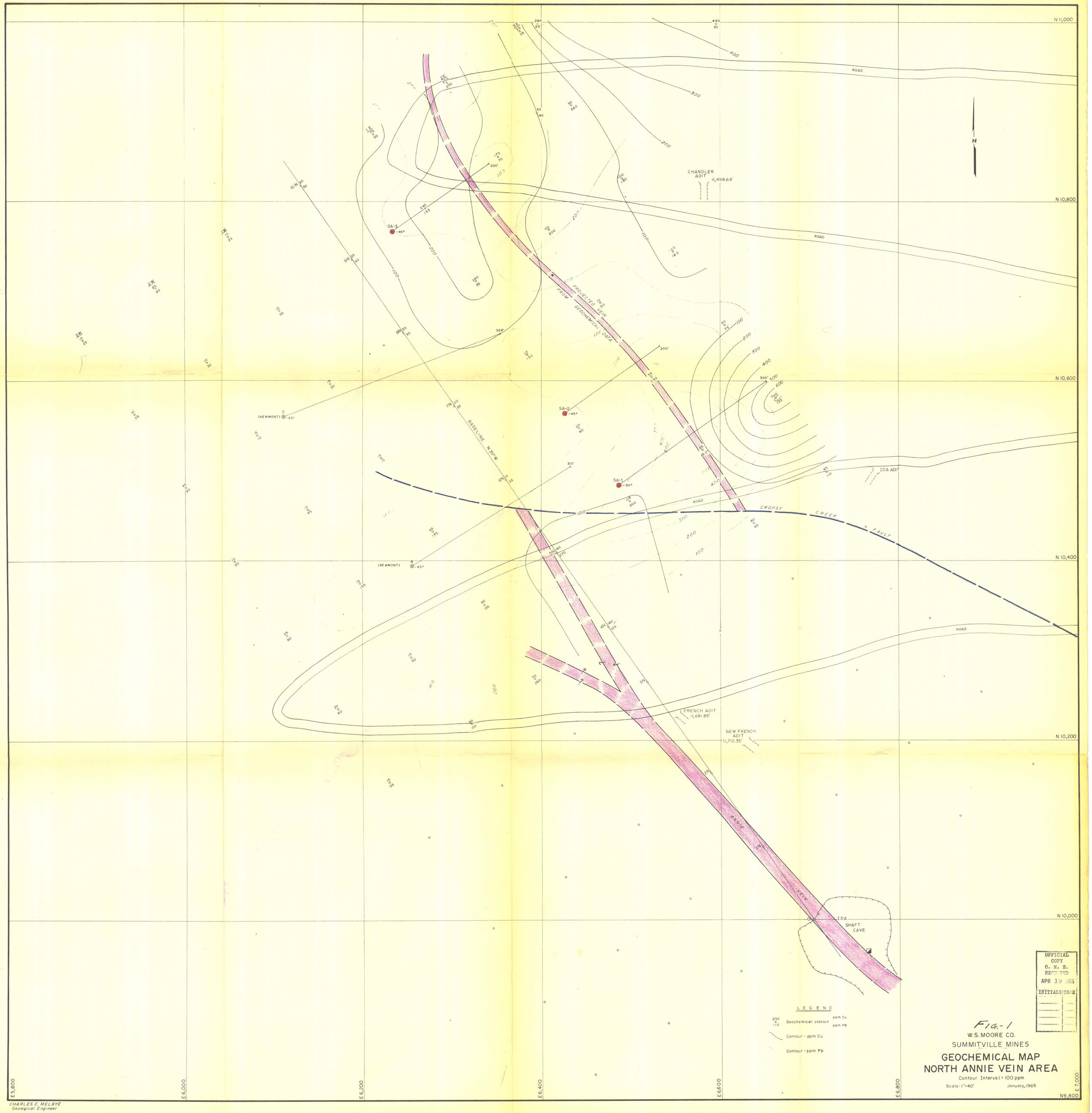
CHARLES E. MELBYE
Geological Engineer

W.S. MOORE CO.
SUMMITVILLE MINES

GEOLOGIC ASSAY LOG
HOLE T-4

N 60°E SECTION LOOKING NW

Scale: 1"=40' November 1964



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APR 19 1965
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FIG.-1

W.S. MOORE CO.

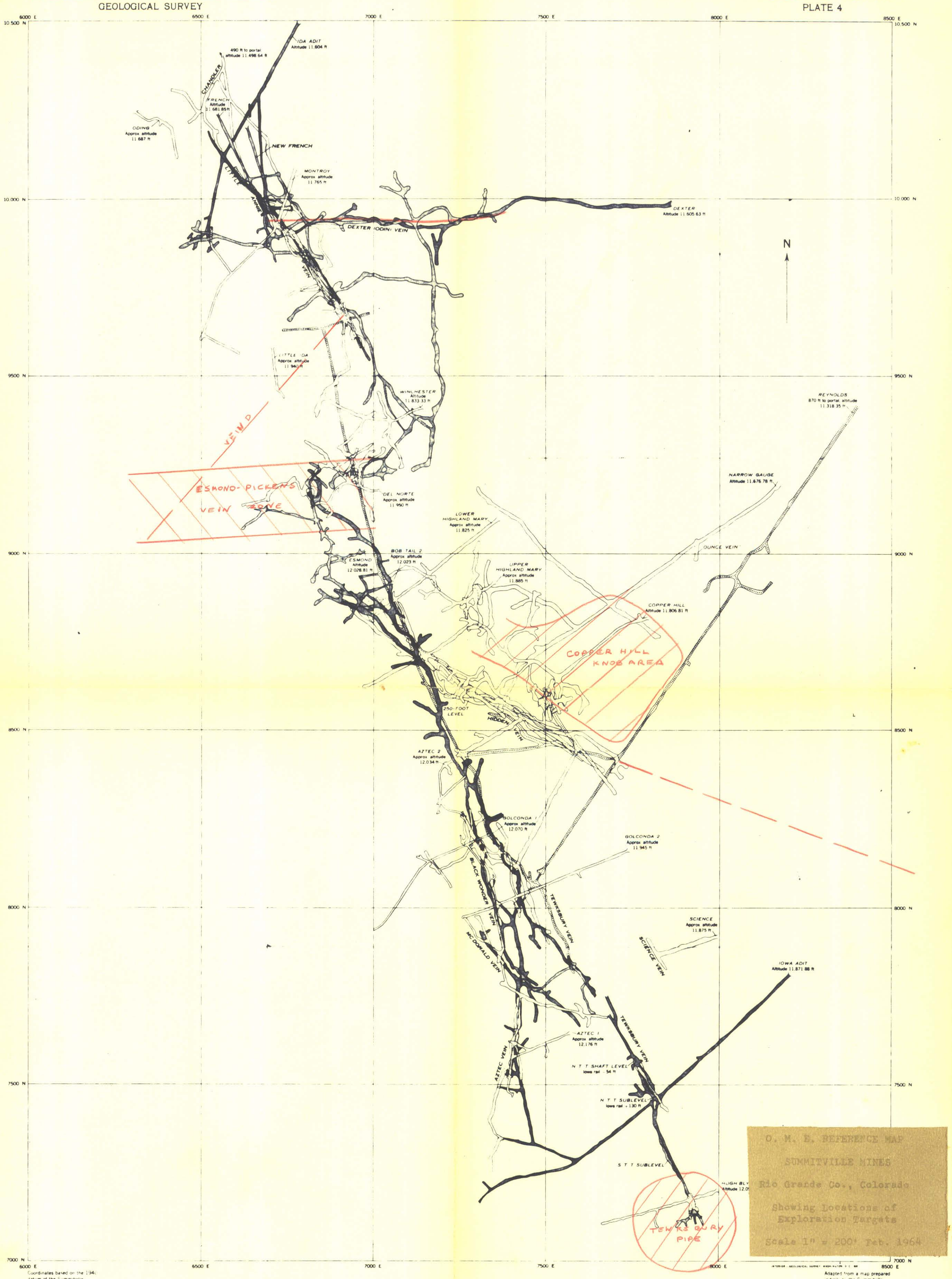
SUMMITVILLE MINES

GEOCHEMICAL MAP NORTH ANNIE VEIN AREA

Contour Interval = 100 ppm

Scale: 1" = 40' January, 1965

CHARLES E. MELBYE
Geological Engineer

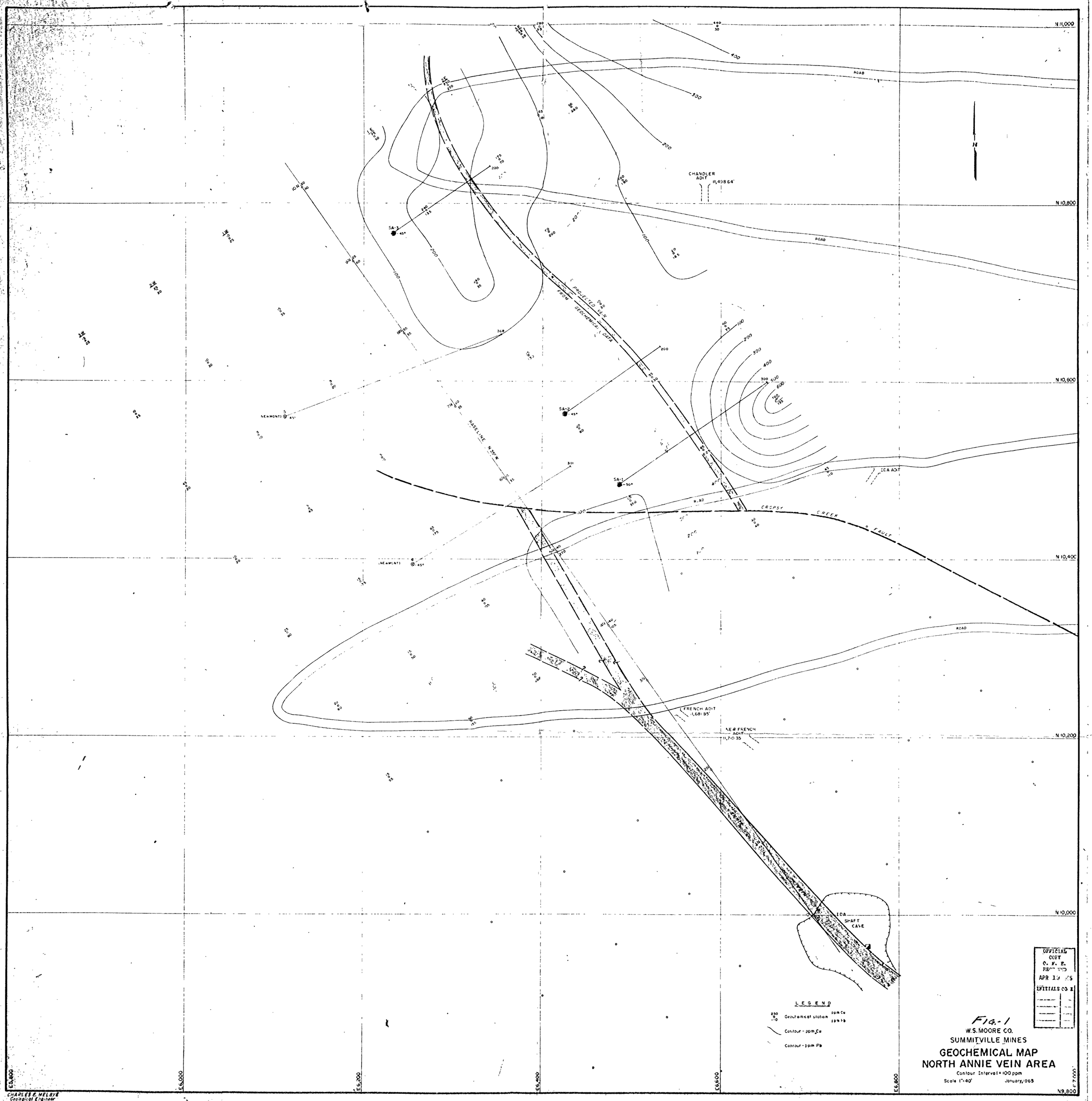


COMPOSITE MAP OF THE UNDERGROUND WORKINGS IN THE SUMMITVILLE DISTRICT, COLORADO

200 0 200 400 600 FEET

DATUM IS APPROXIMATE MEAN SEA LEVEL

534957 O - 60 - (In pocket)


N 11,000
N 10,800
N 10,600
N 10,400
N 10,200
N 10,000
N9,800
E5,800
E6,000
E6,200
E6,400
E6,600
E6,800
E7,000
ROAD
CHANDLER ADIT
11,498.64'
PROJECTED VEIN FROM GEOCHEMICAL DATA
SA-3
SA-2
SA-1
(NEWMONT)
BASELINE N 35°W
IDA ADIT
CROPSY CREEK FAULT
FRENCH ADIT
11,681.85'
NEW FRENCH ADIT
11,710.35
IDA SHAFT CAVE
N
LEGEND
Geochemical station
ppm Cu
ppm Pb
Contour - ppm Cu
Contour - ppm Pb
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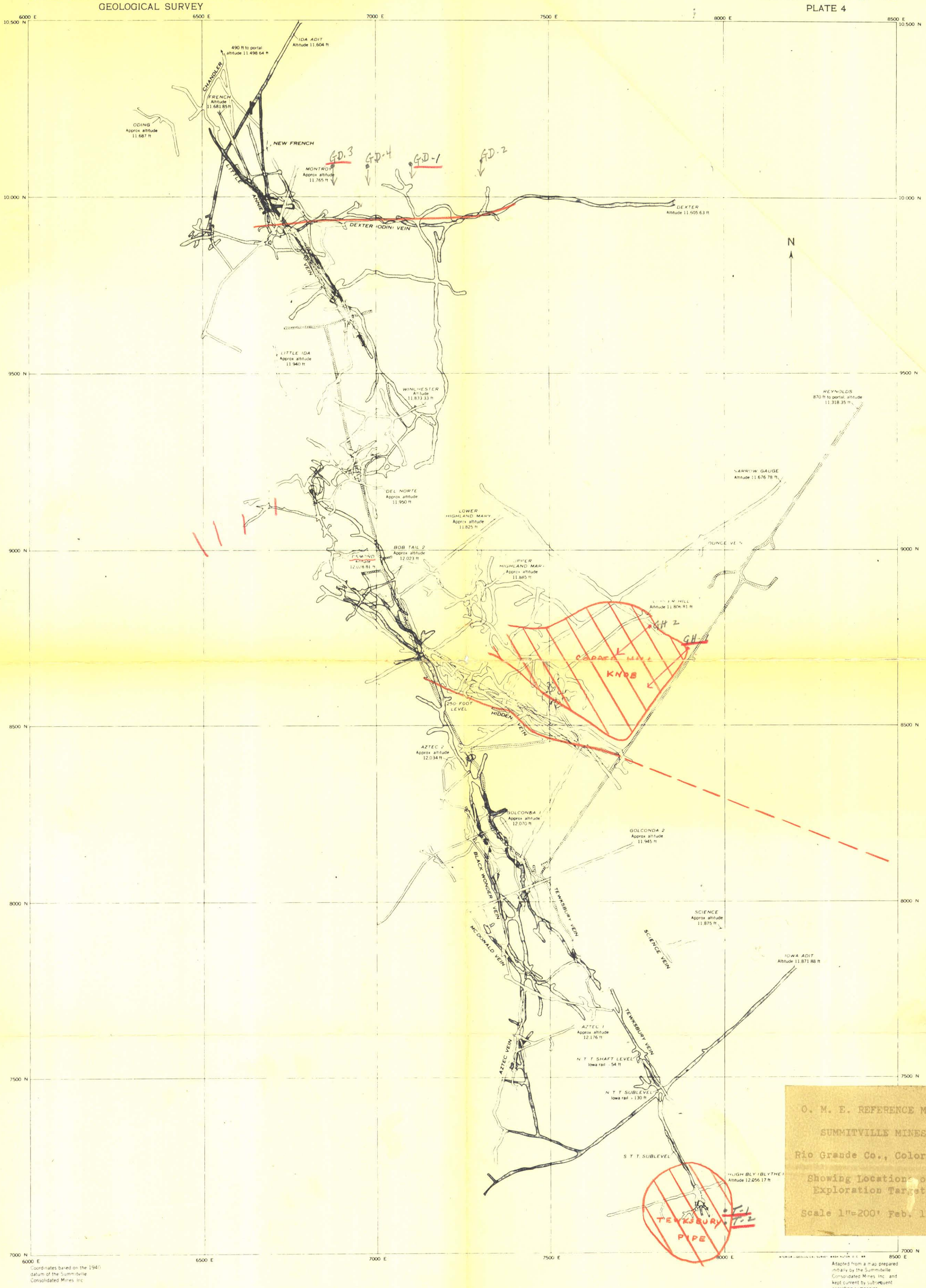
APR 19 '65
INITIALS CO. E
Fig.-1
W.S. MOORE CO.
SUMMITVILLE MINES
GEOCHEMICAL MAP
NORTH ANNIE VEIN AREA
Contour Interval = 100 ppm
Scale 1"=40'
January, 1965
CHARLES E. WELBYE
Geological Engineer



COMPOSITE MAP OF THE UNDERGROUND WORKINGS IN THE SUMMITVILLE DISTRICT, COLORADO

200 0 200 400 600 FEET

DATUM IS APPROXIMATE MEAN SEA LEVEL

534957 O - 60 - (In pocket)

PLATE 1