DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. ~~1935~~

DO NOT DETACH THIS SLIP

Action on this document is recorded and controlled in Reports and Records Branch. Any movement of this document between divisions or offices of DMA or movement outside DMA must be reported to the Reports and Records Branch. Actions taken that affect status of the case must also be reported.

This document has been recorded as

EXPLORATION LOAN

Any action taken to change the type of request for assistance must be promptly reported to the Reports and Records Branch. Use DMA Form 2 for submitting these reports.

Routing Slip

To:	Lead-Zinc 3618	Date	8-7-51
To:	Supply Division	Date	AUG 30 1951
To:	~~REPORTS AND RECORDS~~	Date	8/31/51
To:		Date	
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CONTROLLED DOCUMENT

AUG 31 1951

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

Memorandum

To: Reports and Records Unit
Administrative Management Div.

From: Chief, Lead-Zinc Branch

Subject: Denial of loan

Re: DMA-1935
William Brooks
Rustler group of claims
Blaine County, Idaho
Exploration loan $6,250.00
Lead

The subject docket has been reviewed by the Lead-Zinc Branch. The following are facts pertinent to the loan proposal:

The property is in an area noted chiefly for its gold content. It was first worked for gold about 1885. In the 1890's a lead vein was discovered and worked to a depth of 80 feet. Two cars of lead ore were shipped.

The property was visited by A. E. Weissenborn and T. H. Kiilsgaard of the Geological Survey on July 13. They found little of the vein exposed other than in a few shallow oper cuts on the outcrop. As exposed in the cut, the vein was about three feet wide with a three to six inch high-grade streak of oxidized lead ore occurring near the footwall. The vein has a conspicuous outcrop, chiefly as lenticular bodies of quartz, which, owing to their resistance to erosion, commonly stand out in contrast to the decomposed granitic country rock, and may be traced several thousands of feet to the west.

The applicant has mined a few tons of hand-sorted ore from the face of one of the open cuts and has driven an adit about 70 feet. The proposed exploration work is to continue the present adit for a distance of 100 feet to the Rustler vein and drift east on the vein at an elevation 72 feet below the outcrop for a distance of 150 feet.

The field team considers the property marginal in grade and does not believe very much tonnage will be developed, even though the exploration program might prove successful.

The Lead-Zinc Branch, therefore, recommends that the application be denied, and that the attached letter be sent to the applicant.

Returned herewith are:

4 copies of memoranda from field team.
6 completed copies of Form MF-202
4 copies of Form MF-103 with attachments
6 copies of Form MF-200 with attachments

T. P. Billings by WJ.
T. P. Billings, Chief
Lead-Zinc Branch

Approved:
Sam Lyon
Director, Supply Division

AUG 31 19[illegible]

Memorandum

To: Reports and Records Unit
Administrative Management Div.

From: Chief, Lead-Zinc Branch

Subject: Denial of lease

Re: [illegible]-1935
William Brooks
Hustler group of claims
Shoshone County, Idaho
Exploration lease 10,250.00
Lead

The subject docket has been reviewed by the Lead-Zinc Branch. The following are facts pertinent to the lease proposal:

The property is in an area noted chiefly for its gold content. It was first worked for gold about 1895. In the 1890's a lead vein was discovered and worked to a depth of 88 feet. Two cars of lead ore were shipped.

The property was visited by [illegible] Weissenborn and [illegible] Hillebrand of the Geological Survey on July 13. They found little of the vein exposed other than in a few shallow open cuts on the outcrop. As exposed in the cuts, the vein was about three feet wide with a three to six inch high-grade streak of oxidized lead ore occurring near the footwall. The vein has a conspicuous outcrop, mainly as lenticular bodies of quartz, which, owing to their resistance to erosion, commonly stand out in contrast to the decomposed granitic country rock, and may be traced several thousands of feet to the west.

The applicant has mined a few tons of hand-sorted ore from the face of one of the open cuts and has driven an adit about 70 feet. The proposed exploration work is to continue the present adit for a distance of 100 feet to the hanging wall and drift east on the vein at an elevation 75 feet below the outcrop for a distance of 100 feet.

The field team surveyors [illegible] property marginal in grade and does not believe very much tonnage will be developed, even though the exploration program might prove successful.

The Lead-Zinc Branch, therefore, recommends that the application be denied, and that the attached letter be sent to the applicant.

Returned herewith are:

4 copies of memoranda from field team.
6 completed copies of Form [illegible]-202
4 copies of Form [illegible]-105 with attachments
6 copies of Form [illegible]-[illegible] with attachments

Gunnard Johnson

[illegible] Billings, Chief
[illegible] Branch

Approved:
Tom Lyon

Director, Supply Division

Milderslevesamp
[illegible]-[illegible]-51
Copies to: A. B. Weissenborn (2)
Chief, Lead-Zinc Br.
[illegible] Wolnight [illegible]
R. H. Hote
Reports Records
Directors r. file [illegible]
Br. r. file [illegible]
Files

FILE COPY
SURNAME: 350

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

AUG 31 1951

Gildersleeve (ETM)
McKnight
Montgomery (note)
Johnson

Re: DMA-1935

A.E.C.

Mr. William Brooks
P. O. Box 603
Hailey, Idaho

Dear Mr. Brooks:

The Defense Minerals Administration has reviewed your application (DMA-1935) for exploration assistance on the Rustler group of claims.

Under the Defense Minerals Administration program, Government aid is available only for projects which offer possibilities of making significant increases in the supply of strategic and critical minerals. From a review of your application and examination of your property, we do not believe that the chances are promising enough for a significant discovery of lead ore to warrant an expenditure of public funds for the project that you propose. I regret, therefore, that your application must be declined.

We wish to thank you for bringing this property to our attention.

Very truly yours,

Tom Lyon

J.F. 8/31

Tom Lyon, Director
Supply Division

BGildersleeve:emp
G 8-29-51
Copies to: A. E. Weissenborn (2)
Chief, Lead-Zinc Br.
E. T. McKnight 4204 GSA
R. H. Mote
Reports & Records
Directors r. file 4214 GSA
Br. r. file 4214 GSA
Files

AUG 31 1951

Ms: [illegible]-1955

Mr. William Brooks
P. O. Box 603
Wallace, Idaho

Dear Mr. Brooks:

The Defense Minerals Administration has reviewed your application (DM-1955) for exploration assistance on the Hunter group of claims.

Under the Defense Minerals Administration program, Government aid is available only for projects which offer possibilities of making significant increases in the supply of strategic and critical minerals. From a review of your application and examination of your property, we do not believe that the chances are promising enough for a significant discovery of lead ore to warrant an expenditure of public funds for the project that you propose. I regret, therefore, that your application must be declined.

We wish to thank you for bringing this property to our attention.

Very truly yours,

Tom Lyon

Tom Lyon, Director
Supply Division

HSilderslooves:cmp
8-29-51
Copies to: A. H. Weissenborn (2)
Chief, Lead-Zinc Br.
L. L. McKnight 4204 GSA
H. H. Mote
Reports & Records
Directors r. file 4214 GSA
Br. r. file 4214 GSA
Files

FILE COPY
SURNAME: 350

AUG 31 1951

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

Gildersleeve (ETK)
Knight
Mentzer (note)
Hoffman

Memorandum

To: Reports and Records Unit
Administrative Management Div.

From: Chief, Lead-Zinc Branch

Subject: Denial of loan

Re: DMA-1935
William Brooks
Rustler group of claims
Blaine County, Idaho
Exploration loan $6,250.00
Lead

A. E. C.

The subject docket has been reviewed by the Lead-Zinc Branch. The following are facts pertinent to the loan proposal:

The property is in an area noted chiefly for its gold content. It was first worked for gold about 1885. In the 1890's a lead vein was discovered and worked to a depth of 80 feet. Two cars of lead ore were shipped.

The property was bisted by A. E. Weissenborn and T. H. Kiilsgaard of the Geological Survey on July 13. They found little of the vein exposed other than in a few shallow oper cuts on the outcrop. As exposed in the cut, the vein was about three feet wide with a three to six inch high-grade streak of oxidized lead ore occurring near the footwall. The vein has a conspicuous outcrop, chiefly as lenticular bodies of quartz, which, owing to their resistance to erosion, commonly stand out in contrast to the decomposed granitic country rock, and may be traced several thousands of feet to the west.

The applicant has mined a few tons of hand-sorted ore from the face of one of the open cuts and has driven an adit about 70 feet. The proposed exploration work is to continue the present adit for a distance of 100 feet to the Rustler vein and drift east on the vein at an elevation 72 feet below the outcrop for a distance of 150 feet.

The field team considers the property marginal in grade and does not believe very much tonnage will be developed, even though the exploration program might prove successful.

The Lead-Zinc Branch, therefore, recommends that the application be denied, and that the attached letter be sent to the applicant.

Returned herewith are:

4 copies of memorandum from field team.
6 completed copies of Form MF-202
4 copies of Form MF-103 with attachments
6 copies of Form MF-200 with attachments

Gunnard Johnson

T. P. Billings, Chief
Lead-Zinc Branch

Approved:

Tom Lyon
Director, Supply Division

JF 8/31

BGildersleeve:emp
G 8-29-51
Copies to: A. E. Weissenborn (2)
Chief, Lead-Zinc Br.
E. T. McKnight 4204 GSA
R. H. Mote
Reports & Records
Directors r. file 4214 GSA
Br. r. file 4214 GSA
Files

Dma 1935

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
So. 157 Howard Street
Spokane 4, Washington

August 15, 1951

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 20 1951

Mr. T. P. Billings
Chief, Lead-Zinc Branch
Defense Minerals Administration
Department of Interior
Washington 25, D. C.

Dear Mr. Billings:

Enclosed are the Landlord's Subordination Agreements on the Rustler group of claims, Blaine County, Idaho, submitted by Mr. William Brooks.

The application and contract were mailed from this office August 2.

Sincerely yours,

A. E. Weissenborn

A. E. Weissenborn
Executive Officer, DMA
Field Team, Region II

Enclosures

AUG 20 1951

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

Know All Men By These Presents:

Whereas, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Blaine, State of Idaho, described in a certain Exploration Project Contract dated _____, 1951, between Bill Brooks _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated 17 Feb 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 30 day of July, 1951

Katie Y. Jones

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

Know All Men By These Presents:

Whereas, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Blaine, State of Idaho, described in a certain Exploration Project Contract dated _____, 195 1, between Bill Brooks _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated 17 Feb 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 30 day of July, 195 1

Katie G. Jones

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

Know All Men By These Presents:

Whereas, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Blaine, State of Idaho, described in a certain Exploration Project Contract dated _____, 1951, between Bill Brooks _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated 17 Feb 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 30 day of July, 1951

Kate G. Jones

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

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Whereas, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Blaine, State of Idaho, described in a certain Exploration Project Contract dated _____, 1951, between Bill Brooks _____, the Lessee of said property, and the United States of America;

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The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

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Dated this 30 day of July, 1951

Katie G. Jones

MF-202

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The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

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Katie G. Jones

MF-202

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The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 30 day of July, 1951

Katie G. Jones

MF-202

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Whereas, the undersigned is the owner in fee simple of that certain parcel of ground in the County of Blaine, State of Idaho, described in a certain Exploration Project Contract dated _____, 1951, between Bill Brooks _____, The Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated 22 aug 1950, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's right to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 30 day of July, 1951.

Ralph McClure

H.R. McClure

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

Know All Men By These Presents:

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Dated this 30 day of July, 1951.

Ralph McClure ✓

J. R. McClure

MF-202

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The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

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MF-202

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H.R. McClure

MF-202

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This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 30 day of July, 1951.

Ralph McClure

H.R. McClure

August 8, 1951

Mr. William Brooks
Post Office Box 603
Hailey, Idaho

Subject: DMA-1935
Re: Exploration Loan -
Donovan 3, Treasure Belle
Claims

My dear Mr. Brooks:

Receipt is acknowledged of your application and attachments of August 2, 1951 for an exploration loan under the Defense Production Act of 1950.

The application was assigned Docket Number DMA-1935 and referred to Mr. Thomas Billings, Chief, Lead-Zinc Branch on August 7, 1951.

In any future correspondence relating to your application, kindly refer to DMA-1935.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Reports & Records Unit

REAdams:jc
cc: Billings
Lyon
Reports & Records File

August 8, 1951

Mr. William Brooks
Post Office Box 603
Hailey, Idaho

Subject: DMA-1935
Re: Exploration Loan -
Donovan 3, Treasure Belle
Claims

My dear Mr. Brooks:

Receipt is acknowledged of your application and attachments of August 2, 1951 for an exploration loan under the Defense Production Act of 1950.

The application was assigned Docket Number DMA-1935 and referred to Mr. Thomas Billings, Chief, Lead-Zinc Branch on August 7, 1951.

In any future correspondence relating to your application, kindly refer to DMA-1935.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Reports & Records Unit

REAdams:jc
cc: Billings
Lyon
✓Reports & Records File

AUG 9 1951

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

So. 157 Howard Street
Spokane 4, Washington

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 7 1951

August 2, 1951

Through: Landon F. Strobel

Dm 4
1935

Memorandum

To: T. P. Billings, Chief, Lead-Zinc Branch

From: DMA Field Team, Region II

Subject: Application for Exploration Contract on Rustler group of claims, Blaine County, Idaho, submitted by Mr. William Brooks, P. O. Box 603, Hailey, Idaho

Enclosed are four copies of an application for an exploration contract on the Rustler group of claims, Blaine County, Idaho submitted by William Brooks, Hailey, Idaho. Also enclosed are six unsigned copies of an Exploration Project Contract and appended exhibits. The applicant has been requested to supply DMA with six copies of the Landlord's Subordination Agreement, which will be forwarded as soon as they are available.

The property in question was visited by A. E. Weissenborn and Thor H. Kiilsgaard of the Geological Survey on July 13. They found little of the vein exposed other than in a few shallow open cuts on the outcrop. The operator, Mr. William Brooks, was mining in the western face of one of the open cuts at the time of the visit, and handsorting the ore. He had a few tons ready for shipment. Where opened in the cut, the vein was about 3 feet wide with a 3" to 6" high-grade streak of oxidized lead ore occurring near the footwall. The vein has a conspicuous outcrop, chiefly as lenticular bodies of quartz, which, owing to their resistance to erosion, commonly stand out in contrast to the decomposed granitic country rock. It may be traced several 1000 feet to the west. (See Idaho Bureau of Mines and Geology, Pamphlet 76: A Geologic Reconnaissance of the Hailey Gold Belt (Camas District), Blaine County, Idaho, by A. L. Anderson and Warren R. Wagner, for further geologic information).

It was the opinion of the examining team that the Rustler property was marginal in grade. Moreover, the presence of a lead property in an area noted chiefly for its gold content is unusual and leads to some doubt as to how continuous the lead mineralization might be. The fact is,

AUG 9 1951

however, that the property is producing a small amount of lead ore; furthermore, that ore is known to extend down at least 80 feet below the outcrop. Inasmuch as the structure is strong and continuous it probably warrants further exploration.

Mr. Brook's plan to continue the present adit and drift on the vein at an elevation 72 feet below the outcrop will not develop too much tonnage even though the exploration program might prove successful. Such a program could, however, increase production from the property and might lead to further exploration which could make the property a noteworthy producer. Inasmuch as the exploration contract is for a small sum, and because the property has some merit, the examination team rather hesitatingly recommends the granting of an exploration contract.

Mr. Brooks has very little practical or technical experience in mining. However, he has retained a competent consultant geologist to advise and direct his exploration work.

Thor H. Kiilsgaard
Thor H. Kiilsgaard
For: A. E. Weissenborn
Executive Officer, DMA
Field Team, Region II

M E Volin
M. E. Volin, Member
(U. S. Bureau of Mines)

Enclosures

cc: L.F. Strobel
U.S.B.M. Spokane
U.S.B.M. Albany

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

DMA
1935

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 7 1951

[illegible] Howard Street
Spokane 4, Washington

August 7, 1951

Through: [illegible] Strobel

Memorandum

To: [illegible] W. Pillsbury, Chief, Lead-Zinc Branch

From: DMA Field Team, Region II

Subject: Application for Exploration Contract on Hustler Group of Claims, Blaine County, Idaho, submitted by Mr. William Brooks, [illegible] Box 103, Bailey, Idaho

Enclosed are four copies of an application for an exploration contract on the Hustler Group of claims, Blaine County, Idaho, submitted by William Brooks, Bailey, Idaho. Also enclosed are six unsigned copies of an Exploration Project Contract and attended exhibits. The applicant has been requested to supply DMA with six copies of the Landlord's Subordination Agreement, which will be forwarded as soon as they are available.

The property in question was visited by A. L. Eisenhorn and Thomas Pillsbury of the Geological Survey on July 18. They found little of the vein exposed other than in a few shallow open cuts on the outcrop. The operator, Mr. William Brooks, was mining in the western face of one of the open cuts at the time of the visit, and handsorting the ore. He had a few tons ready for shipment. Where opened in the cut, the vein was about 3 feet wide with a 3" to 6" high-grade streak of oxidized lead ore occurring near the footwall. The vein has a conspicuous outcrop, chiefly as lenticular bodies of quartz, which, owing to their resistance to erosion, conformably stand out in contrast to the decomposed granitic country rock. It may be traced several hundred feet to the east. For a brief review of lines and geology, Bayard T. Stoll's report on the Bailey Gold Belt Placer District, Blaine County, Idaho, by A. L. Anderson and Warren H. Wagner, for further geologic information.

It was the opinion of the examining team that the Hustler property was marginal in grade. Moreover, the presence of a lead property in an area noted chiefly for its gold content is unusual and leads to some doubt as to how continuous the lead mineralization might be. The fact is,

however, that the property is producing a small amount of lead ore; furthermore, that ore is known to extend down [illegible] feet below the outcrop. Inasmuch as the structure is strong and continuous it probably warrants further exploration.

Mr. Brook's plan to continue the present adit on the vein at an elevation 72 feet below the outcrop will not be also too much to hope even though the exploration proved it more successful. [illegible] a shaft would, however, increase production from the property and lead to further exploration which would make the property a noteworthy producer. Inasmuch as the exploration adit is for a small [illegible], and because the property is of some merit, the [illegible] should be encouraged to continue, or [illegible] the exploration work.

[illegible]

[illegible]

[illegible]

Enclosures

[illegible]

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 7 1951

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

DMA
1935

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 7 1951

[illegible]

MF-200
(June 1951)

Docket No. DMA _____
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this _____ day of _____, 195__, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] William Brooks, P. O. Box 603, Hailey, Idaho

hereinafter called the "Operator," as follows:

1. *Authority for contract.* This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of Idaho, County of Blaine described as follows: [3] Rustler group of claims comprised of the Treasure Bell unpatented mining claim, and the Donovan No. 3 patented mining claim, Sec. 8, T. 1 N., R. 17 E., Boise Meridian.

with respect to which the Operator represents and undertakes: [4]

~~(a) That he is the sole owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances, to each of which the subordination agreement of the holder is attached:~~ Lessee

X(b) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. *Exploration project.* The Operator, within 30 days from the date of this contract shall commence work on a project of exploration for [5] Lead; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] 12 months from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

5. *Fixtures and improvements.* The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof. Any additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute currently its agreed pro rata share, are listed in Exhibit "A" attached hereto. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro rata share.

6. *Operating equipment.* Any operating equipment to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or depreciation, as the case may be, is listed under appropriate headings in Exhibit "A" attached hereto. As to equipment purchased for the project, the Government will contribute its agreed pro rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro rata share.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property.
[4] Strike out the provision not applicable.
[5] Name of mineral.
[6] Not in excess of 2 years.

7. *Title to and disposition of property.* All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. *Labor and supervision.* An itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project is set forth in Exhibit "A" attached hereto.

9. *Rehabilitation and repairs.* A statement of the cost of any necessary rehabilitation or repairs to put existing facilities, buildings, installations, and fixtures into useful and operable condition and which are to be allowed as costs of the project is included in Exhibit "A."

10. *Allowable costs of the project.* The costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, analytical work, accounting, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in this contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, taxes, or any other indirect costs not expressly allowed by these provisions, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. *Accounts and audits.* The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract.

12. *Progress reports.* The Operator shall provide the Government with monthly reports of work performed under the contract upon forms to be provided by the Government. Each monthly progress report shall bear the certification of the Operator and shall constitute the Operator's invoice of costs incurred on the project during the period covered by the report.

13. *Payment to the Operator.* The monthly progress report (invoice), to the extent approved by the Government, shall be processed for payment by the Government. Payment shall be made in the amount of 50 percent of the approved costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $3,125, which is 50 percent of the agreed estimated total cost of this project, $6,250.

14. *Final reports by Operator.* Upon completion of the project or termination of this contract, the Operator shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

15. *Repayment by Operator.* If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

16. *No assignment of contract.* Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

17. *Termination and completion.* The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worthwhile discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and the Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

(Operator)

By ---

By ---

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

William Brooks' Property

Exploration Project Contract

Rustler Group of Claims, Blaine Co., Idaho

EXHIBIT "A"

Exploration Work to be performed:

Time Schedule Month			
1st - 5th	1.	Continuing the present lower adit for 100 feet to crosscut the Rustler vein, @ $25.00 per foot	$2,500.00
5th - 13th	2.	After Rustler vein intersection by adit, drift 150 feet to the east from the adit to come under ore shoot area; @ $25.00 per foot	3,750.00
		Total work to be performed and estimated cost thereof	$6,250.00

Additional facilities, buildings, fixtures to be purchased, installed, erected. ..... None

Operating equipment

To be rented.....None*
To be purchased.....None costing more than $50.

To be furnished

	Replacement Value	Monthly Rental	Total
Miscellaneous hand tools	$100	12 mos @ $8.35	$100

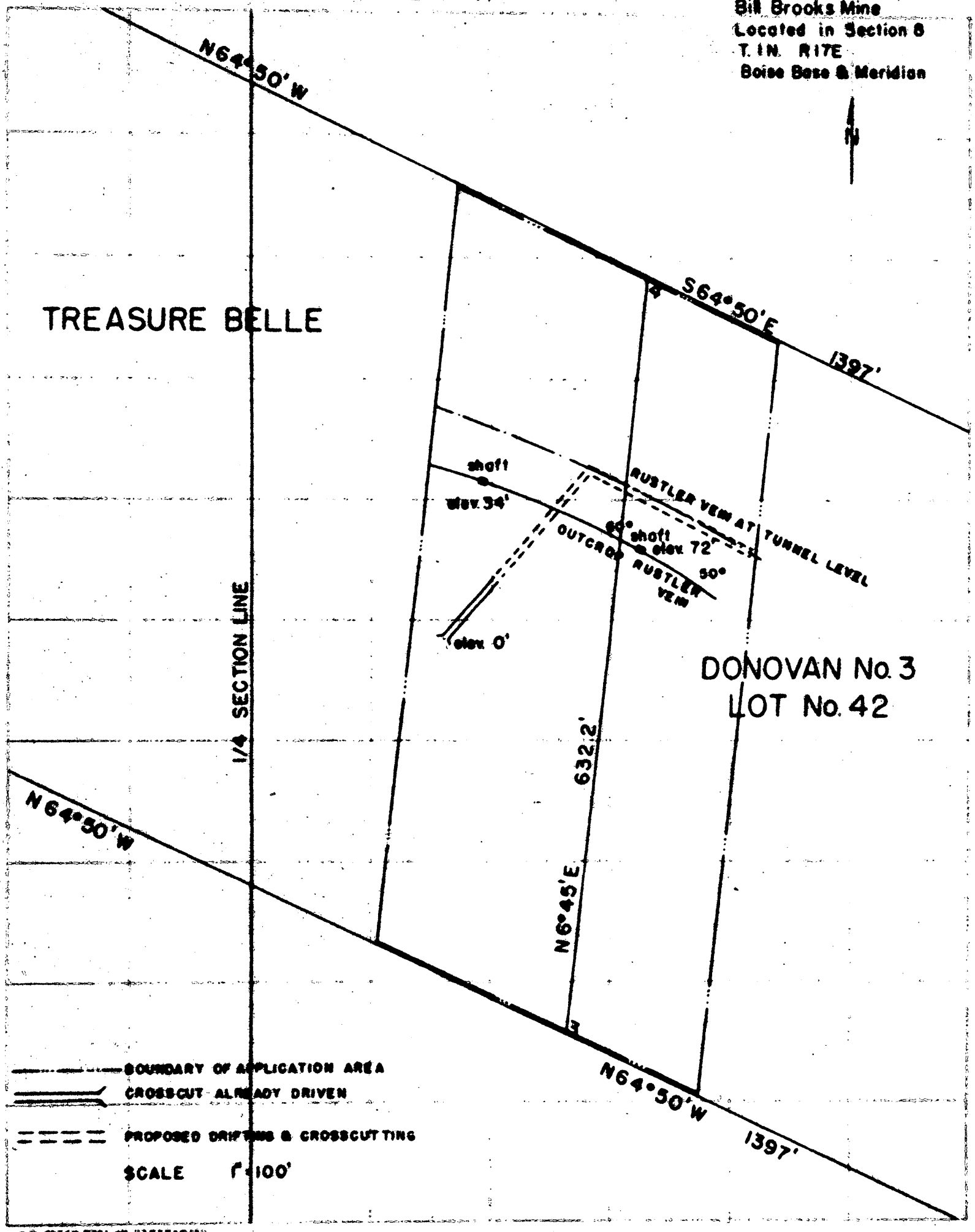
*In the event rock should become too hard and hand steel drilling too tedious, a small 105 cfm air compressor will be rented in which case the over-all cost of $25.00 per foot will cover rental for compressor.

Labor & Supervision

Classification	Rate per 8-hour shift
1 miner	$12.31
Manager (the applicant)	$200.00 per month

Rehabilitation of existing facilities, buildings, installations.....None.

EXHIBIT "A"


Bill Brooks Mine
Located in Section 8
T. 1 N. R 17 E
Boise Base & Meridian
N
N64°50'W
S64°50'E
1397'
TREASURE BELLE
shaft
elev. 34'
RUSTLER VEIN AT TUNNEL LEVEL
60° shaft
elev. 72'
OUTCROP RUSTLER VEIN
50°
elev. 0'
1/4 SECTION LINE
DONOVAN No. 3
LOT No. 42
632.2'
N6°45'E
N64°50'W
N64°50'W
1397'
BOUNDARY OF APPLICATION AREA
CROSSCUT ALREADY DRIVEN
PROPOSED DRIFTING & CROSSCUTTING
SCALE 1" = 100'

MF-200
(June 1951)

Docket No. DMA _____
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this _____ day of _____, 195__, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] William Brooks, P. O. Box 603, Hailey, Idaho

hereinafter called the "Operator," as follows:

1. *Authority for contract.* This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of Idaho, County of Blaine described as follows: [3] Rustler group of claims comprised of the Treasure Bell unpatented mining claim, and the Donovan No. 3 patented mining claim, Sec. 8, T. 1 N., R. 17 E., Boise Meridian.

with respect to which the Operator represents and undertakes: [4]

~~(a) That he is the sole owner in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached:~~ Lessee

X(*b*) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. *Exploration project.* The Operator, within 30 days from the date of this contract shall commence work on a project of exploration for [5] Lead; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] 12 months from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

5. *Fixtures and improvements.* The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof. Any additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute currently its agreed pro rata share, are listed in Exhibit "A" attached hereto. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro rata share.

6. *Operating equipment.* Any operating equipment to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or depreciation, as the case may be, is listed under appropriate headings in Exhibit "A" attached hereto. As to equipment purchased for the project, the Government will contribute its agreed pro rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro rata share.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property.
[4] Strike out the provision not applicable.
[5] Name of mineral.
[6] Not in excess of 2 years.

7. *Title to and disposition of property.* All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. *Labor and supervision.* An itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project is set forth in Exhibit "A" attached hereto.

9. *Rehabilitation and repairs.* A statement of the cost of any necessary rehabilitation or repairs to put existing facilities, buildings, installations, and fixtures into useful and operable condition and which are to be allowed as costs of the project is included in Exhibit "A."

10. *Allowable costs of the project.* The costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, analytical work, accounting, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in this contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, taxes, or any other indirect costs not expressly allowed by these provisions, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. *Accounts and audits.* The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract.

12. *Progress reports.* The Operator shall provide the Government with monthly reports of work performed under the contract upon forms to be provided by the Government. Each monthly progress report shall bear the certification of the Operator and shall constitute the Operator's invoice of costs incurred on the project during the period covered by the report.

13. *Payment to the Operator.* The monthly progress report (invoice), to the extent approved by the Government, shall be processed for payment by the Government. Payment shall be made in the amount of 50 percent of the approved costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $3,125, which is 50 percent of the agreed estimated total cost of this project, $6,250.

14. *Final reports by Operator.* Upon completion of the project or termination of this contract, the Operator shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

15. *Repayment by Operator.* If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

16. *No assignment of contract.* Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

17. *Termination and completion.* The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worthwhile discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and the Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

(Operator)

By ---

By ---

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

William Brooks' Property

Exploration Project Contract

Rustler Group of Claims, Blaine Co., Idaho

EXHIBIT "A"

Exploration Work to be performed:

Time Schedule Month			
1st - 5th	1.	Continuing the present lower adit for 100 feet to crosscut the Rustler vein, @ $25.00 per foot	2,500.00
5th - 13th	2.	After Rustler vein intersection by adit, drift 150 feet to the east from the adit to come under ore shoot area; @ $25.00 per foot	3,750.00
		Total work to be performed and estimated cost thereof	6,250.00

Additional facilities, buildings, fixtures to be purchased, installed, erected. ..... None

Operating equipment

To be rented.....None*
To be purchased.....None costing more than $50.

To be furnished

	Replacement Value	Monthly Rental	Total
Miscellaneous hand tools	$100	12 mos @ $8.35	$100

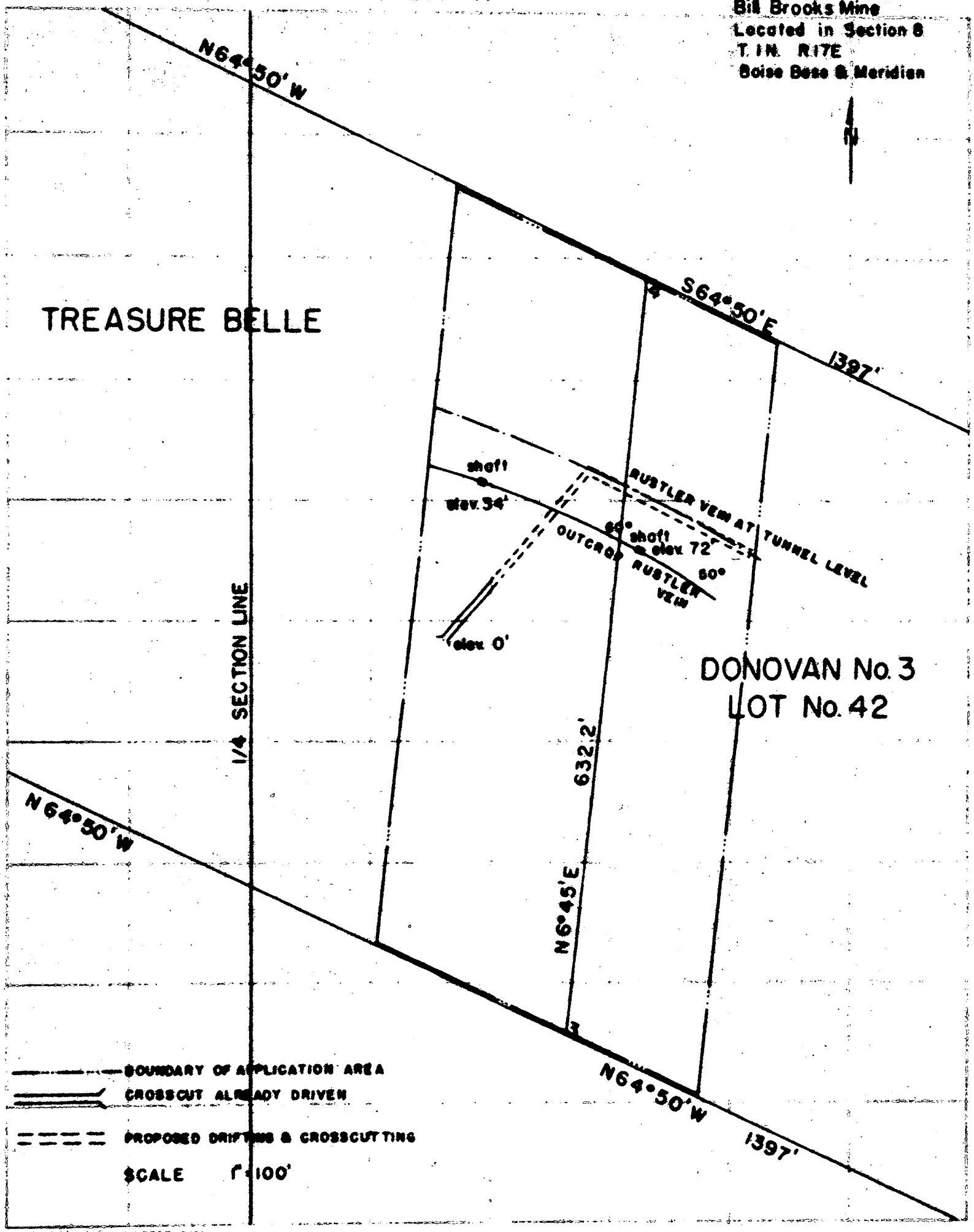
*In the event rock should become too hard and hand steel drilling too tedious, a small 105 cfm air compressor will be rented in which case the over-all cost of $25.00 per foot will cover rental for compressor.

Labor & Supervision

Classification	Rate per 8-hour shift
1 miner	$12.31
Manager (the applicant)	$200.00 per month

Rehabilitation of existing facilities, buildings, installations.....None.

EXHIBIT "A"


Bill Brooks Mine
Located in Section 8
T. 1 N. R. 17 E
Boise Base & Meridian
N
N64°50'W
S64°50'E
1397'
TREASURE BELLE
shaft
elev. 34'
RUSTLER VEIN AT TUNNEL LEVEL
60° shaft
elev. 72'
OUTCROP RUSTLER VEIN
60°
elev. 0'
1/4 SECTION LINE
DONOVAN No. 3
LOT No. 42
632.2'
N6°45'E
N64°50'W
N64°50'W
1397'
BOUNDARY OF APPLICATION AREA
CROSSCUT ALREADY DRIVEN
PROPOSED DRIFTING & CROSSCUTTING
SCALE 1" = 100'

MF-200
(June 1951)

Docket No. DMA _____
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this _____ day of _____, 195__, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] William Brooks, R. 0, Box 608, Hailey, Idaho

hereinafter called the "Operator," as follows:

1. *Authority for contract.* This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of Idaho, County of Blaine described as follows: [3] Hustler group of claims comprised of the Treasure Hill unpatented mining claim, and the Donovan No. 3 patented mining claim, Sec. 8, T. 1 N., R. 17 E., Boise Meridian.

with respect to which the Operator represents and undertakes: [4]

~~(a) That he is the sole owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached:~~ Lessee

X (b) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. *Exploration project.* The Operator, within 30 days from the date of this contract shall commence work on a project of exploration for [5] Lead; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] 12 months from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

5. *Fixtures and improvements.* The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof. Any additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute currently its agreed pro rata share, are listed in Exhibit "A" attached hereto. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro rata share.

6. *Operating equipment.* Any operating equipment to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or depreciation, as the case may be, is listed under appropriate headings in Exhibit "A" attached hereto. As to equipment purchased for the project, the Government will contribute its agreed pro rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro rata share.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property.
[4] Strike out the provision not applicable.
[5] Name of mineral.
[6] Not in excess of 2 years.

7. *Title to and disposition of property.* All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. *Labor and supervision.* An itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project is set forth in Exhibit "A" attached hereto.

9. *Rehabilitation and repairs.* A statement of the cost of any necessary rehabilitation or repairs to put existing facilities, buildings, installations, and fixtures into useful and operable condition and which are to be allowed as costs of the project is included in Exhibit "A."

10. *Allowable costs of the project.* The costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, analytical work, accounting, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in this contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, taxes, or any other indirect costs not expressly allowed by these provisions, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. *Accounts and audits.* The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract.

12. *Progress reports.* The Operator shall provide the Government with monthly reports of work performed under the contract upon forms to be provided by the Government. Each monthly progress report shall bear the certification of the Operator and shall constitute the Operator's invoice of costs incurred on the project during the period covered by the report.

13. *Payment to the Operator.* The monthly progress report (invoice), to the extent approved by the Government, shall be processed for payment by the Government. Payment shall be made in the amount of 50 percent of the approved costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $3,125, which is 50 percent of the agreed estimated total cost of this project, $6,250.

14. *Final reports by Operator.* Upon completion of the project or termination of this contract, the Operator shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

15. *Repayment by Operator.* If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

16. *No assignment of contract.* Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

17. *Termination and completion.* The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worthwhile discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and the Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

(Operator)

By ----------

By ----------

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

illiam Brooks' Property

Exploration Project Contract

Rustler Group of Claims, laine Co., Idaho

XHIBIT "A"

Exploration ork to be performed:

Time Schedule Month		
1st - 5th	1. Continuin the present lower adit for 100 feet to crosscut the Rustler vein, @ $25.00 per foot	2,500.00
5th - 15th	2. After Rustler vein intersection by adit, drift 150 feet to the east from the adit to come under ore shoot area; @ $25.00 per foot	3,750.00
	Total work to be performed and estimated cost thereof	$6,250.00

Additional facilities, buildings, fixtures to be purchased, installed, erected. ..... None

Operating equipment

To be rented.....None*
To be purchased.....None costing more than 150.

To be furnished

	Replacement Value	Monthly Rental	Total
Miscellaneous hand tools	100	12 mos @ 8.3%	100

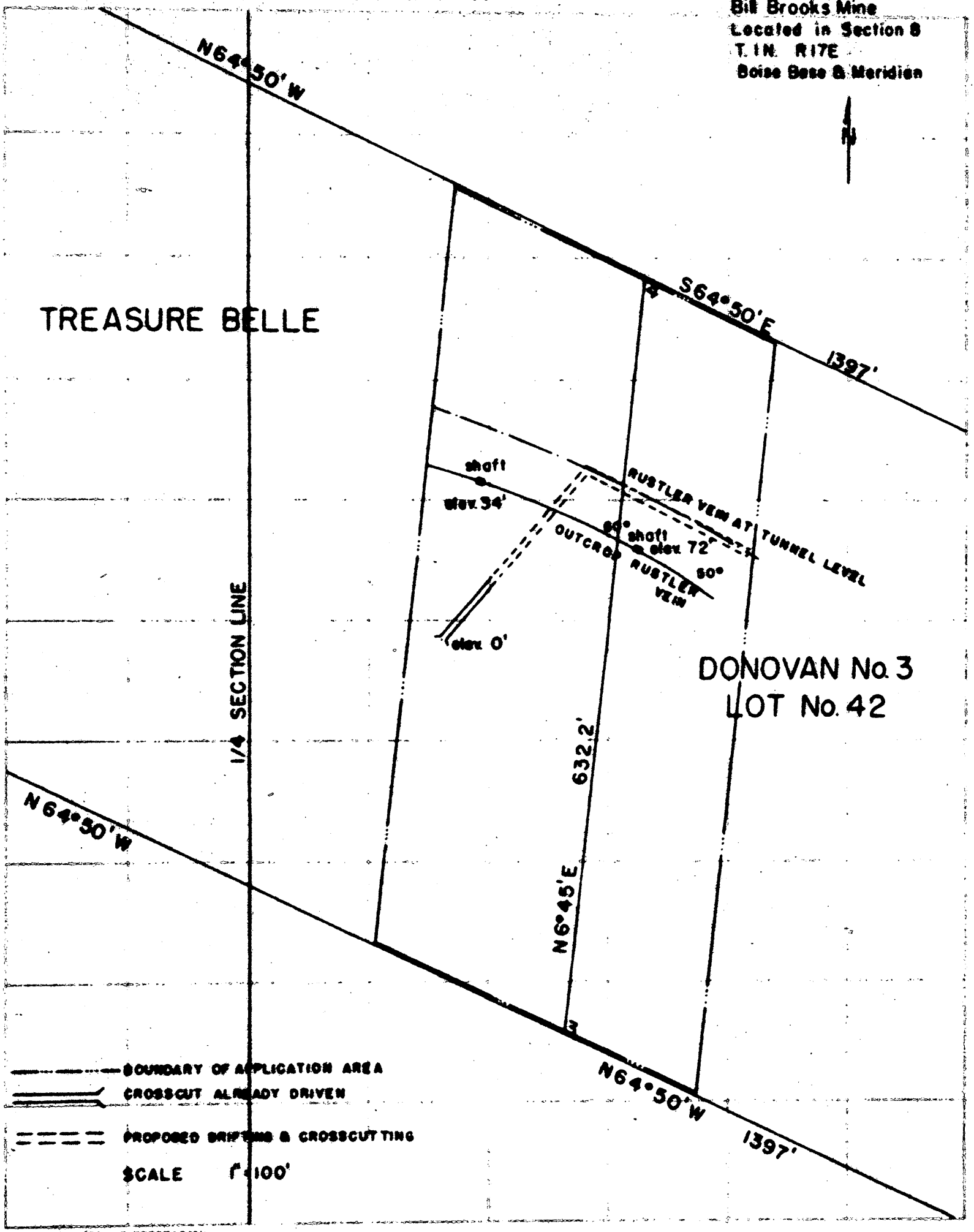
*In the event rock should become too hard and hand steel drilling too tedious, a small 105 cfm air compressor will be rented in which case the over-all cost of $25.00 per foot will cover rental for compressor.

Labor & Supervision

Classification	Rate per 8-hour shift
Miner	12.31
Manager (the applicant)	$200.00 per month

Rehabilitation of existing facilities, buildings, installations.....None.

EXHIBIT "A"


Bill Brooks Mine
Located in Section 8
T. 1 N. R 17 E
Boise Base & Meridian
N
N64°50'W
S64°50'E
1397'
TREASURE BELLE
shaft
elev. 34'
RUSTLER VEIN AT TUNNEL LEVEL
shaft
elev. 72'
50°
OUTCROP RUSTLER VEIN
elev. 0'
1/4 SECTION LINE
DONOVAN No. 3
LOT No. 42
632.2'
N6°45'E
N64°50'W
N64°50'W
1397'
BOUNDARY OF APPLICATION AREA
CROSSCUT ALREADY DRIVEN
PROPOSED DRIFTING & CROSSCUTTING
SCALE 1" = 100'

MF-2[illegible]
(June 1951)

Docket No. DMA _____
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this _____ day of _____, 195__, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] _____

_____

_____

_____

_____

hereinafter called the "Operator," as follows:

1. *Authority for contract.* This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of _____, County of _____ described as follows: [3] _____

_____

_____

_____

_____

_____

_____

with respect to which the Operator represents and undertakes: [4]

(*a*) That he is the sole owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: _____

_____

_____

_____

(*b*) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. *Exploration project.* The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for [5] _____; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] _____ from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

5. *Fixtures and improvements.* The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof. Any additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute currently its agreed pro rata share, are listed in Exhibit "A" attached hereto. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro rata share.

6. *Operating equipment.* Any operating equipment to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or depreciation, as the case may be, is listed under appropriate headings in Exhibit "A" attached hereto. As to equipment purchased for the project, the Government will contribute its agreed pro rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro rata share.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property.
[4] Strike out the provision not applicable.
[5] Name of mineral.
[6] Not in excess of 2 years.

7. *Title to and disposition of property.* All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. *Labor and supervision.* An itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project is set forth in Exhibit "A" attached hereto.

9. *Rehabilitation and repairs.* A statement of the cost of any necessary rehabilitation or repairs to put existing facilities, buildings, installations, and fixtures into useful and operable condition and which are to be allowed as costs of the project is included in Exhibit "A."

10. *Allowable costs of the project.* The costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, analytical work, accounting, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in this contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, taxes, or any other indirect costs not expressly allowed by these provisions, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. *Accounts and audits.* The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract.

12. *Progress reports.* The Operator shall provide the Government with monthly reports of work performed under the contract upon forms to be provided by the Government. Each monthly progress report shall bear the certification of the Operator and shall constitute the Operator's invoice of costs incurred on the project during the period covered by the report.

13. *Payment to the Operator.* The monthly progress report (invoice), to the extent approved by the Government, shall be processed for payment by the Government. Payment shall be made in the amount of _____ percent of the approved costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $_____, which is _____ percent of the agreed estimated total cost of this project, $_____.

14. *Final reports by Operator.* Upon completion of the project or termination of this contract, the Operator shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

15. *Repayment by Operator.* If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

16. *No assignment of contract.* Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

17. *Termination and completion.* The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worthwhile discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and the Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

_____
(Operator)

By _____

By _____

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

Hillacrest Property

Exploration Project Contract

Hustler Group of Claims, Shoshone Co., Idaho

[illegible]

Exploration work to be performed

Approximate Month			
1st - 1[illegible]	1.	Continue the cross cut lower adit for 200 feet to crosscut the Hustler vein, 25.00 per foot	2,500.00
2nd - 2[illegible]	2.	After Hustler vein intersection by adit, drift 1[illegible] feet to the east from the adit to some major ore shoot area; 25.00 per foot	3,750.00
		Total work to be performed and estimated cost thereof	[illegible],250.00

Additional facilities, buildings, fixtures to be purchased, installed, created. ..... None

Operating equipment

To be rented.....None*
To be purchased.....More positive ore than [illegible].

To be furnished

	Replacement value	Monthly rental	Total
Miscellaneous hand tools	1[illegible]	1[illegible]	[illegible]

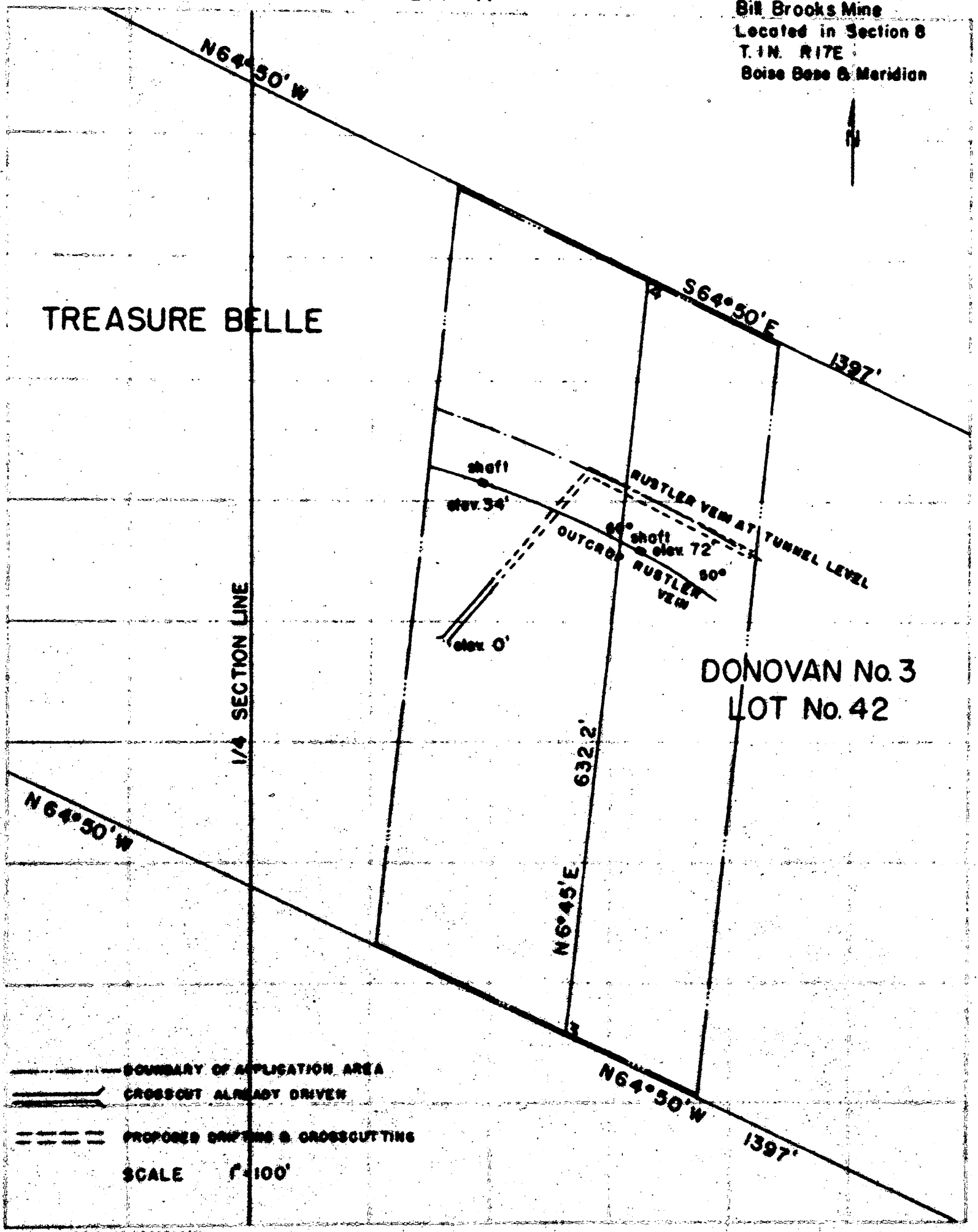
*In the event one of the hand tools [illegible] a small 1[illegible] cubic compress will be rented [illegible] the overall cost of 25.00 per foot will cover rental of compressor.

Labor & Supervision

Classification	Per 8-hour shift
Miner	[illegible]
Owner (the applicant)	[illegible] per month

Rehabilitation of existing facilities, buildings, installations.....None.

EXHIBIT "A"


Bill Brooks Mine
Located in Section 8
T. 1 N. R 17 E
Boise Base & Meridian
N
N64°50'W
S64°50'E
1397'
TREASURE BELLE
shaft
elev. 34'
RUSTLER VEIN AT TUNNEL LEVEL
shaft
elev. 72'
50°
OUTCROP RUSTLER VEIN
elev. 0'
1/4 SECTION LINE
DONOVAN No. 3
LOT No. 42
632.2'
N6°45'E
N64°50'W
N64°50'W
1397'
BOUNDARY OF APPLICATION AREA
CROSSCUT ALREADY DRIVEN
PROPOSED DRIFTING & CROSSCUTTING
SCALE 1" = 100'

MF-200
(June 1951)

Docket No. DMA _____
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this _____ day of _____, 195__, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] _____ [illegible], Inc., [illegible], Idaho

hereinafter called the "Operator," as follows:

1. *Authority for contract.* This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of Idaho, County of Blaine described as follows: [3] [illegible] group of claims acquired of the Lucania Hill unclassified mining claim, and the Lucania No. 2 patented mining claim, Mts. 6, R. 1 E., B. M. D., Boise Meridian.

with respect to which the Operator represents and undertakes: [4]

(*a*) ~~That he is the sole owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached:~~ None

☒(*b*) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. *Exploration project.* The Operator, within 30 days from the date of this contract shall commence work on a project of exploration for [5] lead; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] 18 months from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

5. *Fixtures and improvements.* The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof. Any additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute currently its agreed pro rata share, are listed in Exhibit "A" attached hereto. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro rata share.

6. *Operating equipment.* Any operating equipment to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or depreciation, as the case may be, is listed under appropriate headings in Exhibit "A" attached hereto. As to equipment purchased for the project, the Government will contribute its agreed pro rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro rata share.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property.
[4] Strike out the provision not applicable.
[5] Name of mineral.
[6] Not in excess of 2 years.

7. *Title to and disposition of property.* All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. *Labor and supervision.* An itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project is set forth in Exhibit "A" attached hereto.

9. *Rehabilitation and repairs.* A statement of the cost of any necessary rehabilitation or repairs to put existing facilities, buildings, installations, and fixtures into useful and operable condition and which are to be allowed as costs of the project is included in Exhibit "A."

10. *Allowable costs of the project.* The costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, analytical work, accounting, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in this contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, taxes, or any other indirect costs not expressly allowed by these provisions, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. *Accounts and audits.* The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract.

12. *Progress reports.* The Operator shall provide the Government with monthly reports of work performed under the contract upon forms to be provided by the Government. Each monthly progress report shall bear the certification of the Operator and shall constitute the Operator's invoice of costs incurred on the project during the period covered by the report.

13. *Payment to the Operator.* The monthly progress report (invoice), to the extent approved by the Government, shall be processed for payment by the Government. Payment shall be made in the amount of _____ percent of the approved costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $_____, which is _____ percent of the agreed estimated total cost of this project, $_____.

14. *Final reports by Operator.* Upon completion of the project or termination of this contract, the Operator shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

15. *Repayment by Operator.* If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

16. *No assignment of contract.* Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

17. *Termination and completion.* The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worthwhile discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and the Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

(Operator)

By _____

By _____

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

William Hicks' Property

Exploration Project Contract

Hustler Group of Claims, Lemhi Co., Idaho

Exhibit "A"

Exploration work to be performed:

Time Schedule Month			
1st - 4th	1.	Continuing the present lower adit for 100 feet to crosscut the Hustler vein, @ 25.00 per foot	2,500.00
4th - 12th	2.	After Hustler vein intersection by adit, drift 100 feet to the east from the adit to come under ore block area; @ 25.00 per foot	2,500.00
		Total work to be performed and estimated cost thereof	5,000.00

Additional facilities, buildings, fixtures to be purchased, installed, erected. ..... None

Operating equipment

To be rented.....None*
To be purchased.....None costing more than $50.

To be furnished

	Replacement Value	Monthly Rental	Total
Miscellaneous hand tools	100	12 per month .05%	100

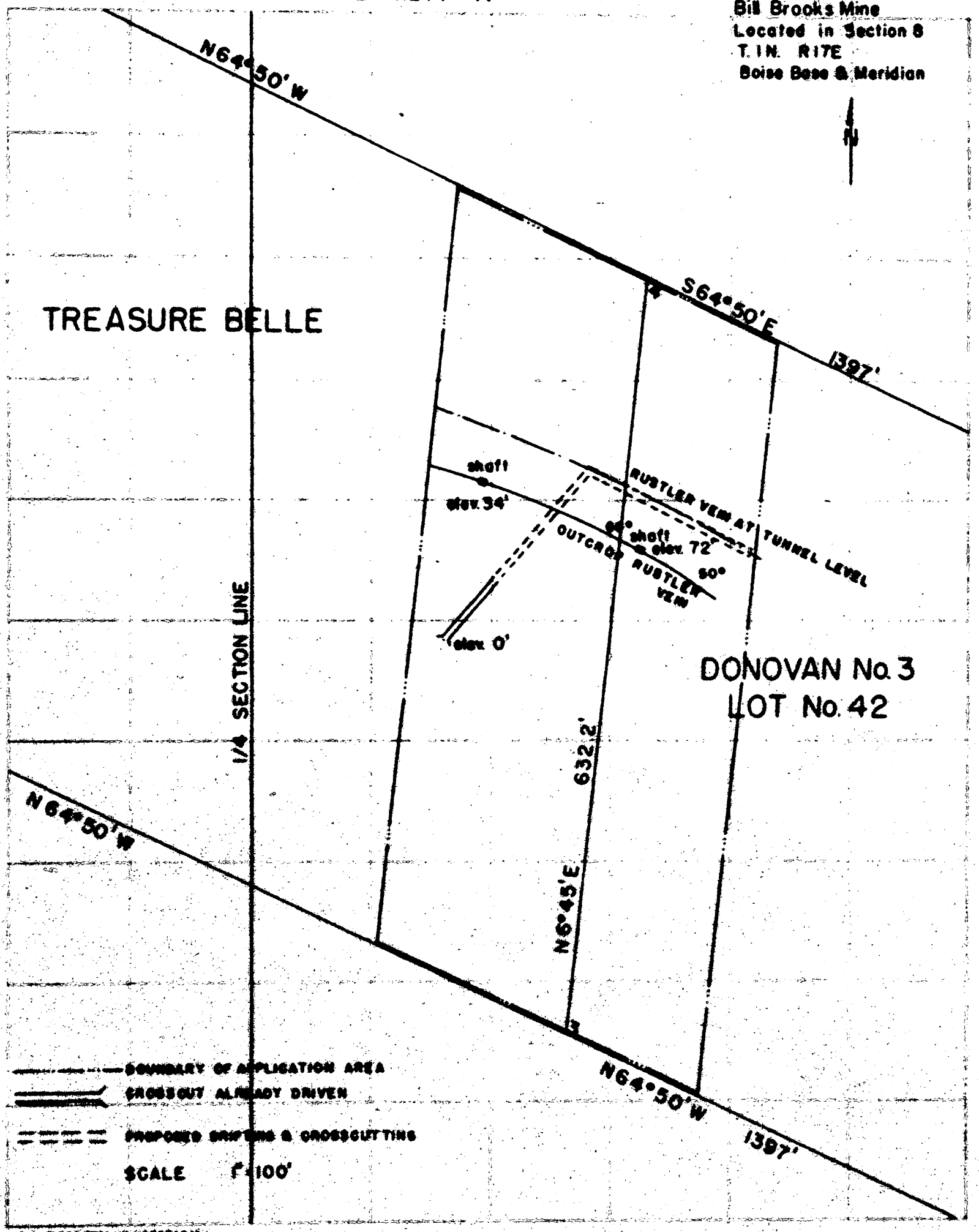
*In the event rock should become too hard and hand steel drilling too tedious, a small 105 c/m air compressor will be rented in which case the over-all cost of 25.00 per foot will cover rental for compressor.

Labor & Supervision

Classification	Wage per 8-hour shift
Miner	$10.31
Manager (the applicant)	200.00 per month

Rehabilitation of existing facilities, buildings, installations.....None.

EXHIBIT "A"


Bill Brooks Mine
Located in Section 8
T. 1 N. R 17 E
Boise Base & Meridian
N
N64°50'W
S64°50'E
1397'
TREASURE BELLE
shaft
elev. 34'
RUSTLER VEIN AT TUNNEL LEVEL
shaft
elev. 72'
50°
OUTCROP RUSTLER VEIN
elev. 0'
1/4 SECTION LINE
DONOVAN No. 3
LOT No. 42
632.2'
N6°45'E
N64°50'W
N64°50'W
1397'
BOUNDARY OF APPLICATION AREA
CROSSCUT ALREADY DRIVEN
PROPOSED DRIFTING & CROSSCUTTING
SCALE 1" = 100'

Docket No. DMA _____
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this _____ day of _____, 195__, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] _____

_____

hereinafter called the "Operator," as follows:

1. *Authority for contract.* This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of _____, County of _____ described as follows: [3] _____

_____

with respect to which the Operator represents and undertakes: [4]

(*a*) That he is the sole owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: _____

_____

(*b*) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. *Exploration project.* The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for [5] _____; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] _____ from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

5. *Fixtures and improvements.* The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof. Any additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute currently its agreed pro rata share, are listed in Exhibit "A" attached hereto. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro rata share.

6. *Operating equipment.* Any operating equipment to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or depreciation, as the case may be, is listed under appropriate headings in Exhibit "A" attached hereto. As to equipment purchased for the project, the Government will contribute its agreed pro rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro rata share.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property.
[4] Strike out the provision not applicable.
[5] Name of mineral.
[6] Not in excess of 2 years.

7. *Title to and disposition of property.* All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. *Labor and supervision.* An itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project is set forth in Exhibit "A" attached hereto.

9. *Rehabilitation and repairs.* A statement of the cost of any necessary rehabilitation or repairs to put existing facilities, buildings, installations, and fixtures into useful and operable condition and which are to be allowed as costs of the project is included in Exhibit "A."

10. *Allowable costs of the project.* The costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, analytical work, accounting, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in this contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, taxes, or any other indirect costs not expressly allowed by these provisions, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. *Accounts and audits.* The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract.

12. *Progress reports.* The Operator shall provide the Government with monthly reports of work performed under the contract upon forms to be provided by the Government. Each monthly progress report shall bear the certification of the Operator and shall constitute the Operator's invoice of costs incurred on the project during the period covered by the report.

13. *Payment to the Operator.* The monthly progress report (invoice), to the extent approved by the Government, shall be processed for payment by the Government. Payment shall be made in the amount of _____ percent of the approved costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $_____, which is _____ percent of the agreed estimated total cost of this project, $_____.

14. *Final reports by Operator.* Upon completion of the project or termination of this contract, the Operator shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

15. *Repayment by Operator.* If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

16. *No assignment of contract.* Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

17. *Termination and completion.* The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worthwhile discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and the Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

_____
(Operator)

By _____

By _____

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

[illegible] Brooks' Property

Exploration Project Contract

Rustler Group of Claims, [illegible] Co., Idaho

[illegible] "A"

Exploration [illegible] to be performed

[illegible]

[illegible]

[illegible] - [illegible] 1. [illegible]
[illegible] vein, [illegible] 25. [illegible] per foot [illegible]

[illegible] - [illegible] 2. [illegible] vein intersected by adit, [illegible]
[illegible] to the east from [illegible] adit to [illegible]
under [illegible] areas; [illegible] 26. [illegible] per foot [illegible]

Total work to be performed [illegible]
[illegible] [illegible]

Additional [illegible], [illegible], to be [illegible]ed, [illegible]ed, [illegible] .... None

Operating equipment

To be rented.................. None.
To be purchased............. [illegible]

To be furnished

	[illegible] Value	Monthly Rental	Total
[illegible]	[illegible]	[illegible]	[illegible]

[illegible], a [illegible] overall cost of [illegible] per [illegible].

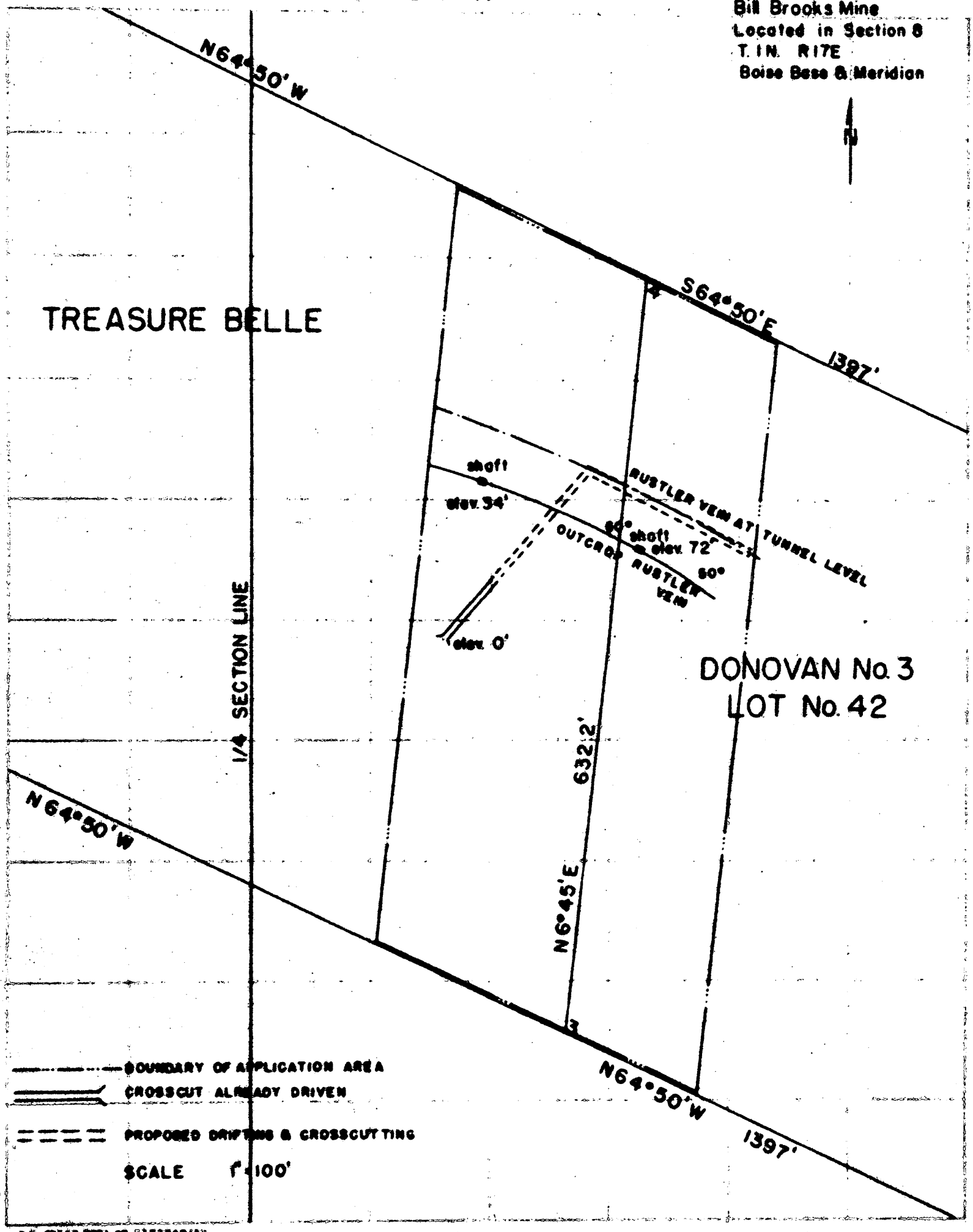
[illegible] Supervision

Classification
[illegible]
[illegible]

[illegible] Labor [illegible]
[illegible]
[illegible]

Rehabilitation of existing facilities, buildings, installations............ None.

EXHIBIT "A"


Bill Brooks Mine
Located in Section 8
T. 1 N. R 17 E
Boise Base & Meridian
N
N64°50'W
S64°50'E
1397'
TREASURE BELLE
shaft
elev. 34'
RUSTLER VEIN AT TUNNEL LEVEL
80° shaft
elev. 72'
OUTCROP RUSTLER VEIN
60°
elev. 0'
1/4 SECTION LINE
DONOVAN No. 3
LOT No. 42
632.2'
N6°45'E
N64°50'W
N64°50'W
1397'
BOUNDARY OF APPLICATION AREA
CROSSCUT ALREADY DRIVEN
PROPOSED DRIFTING & CROSSCUTTING
SCALE 1" = 100'

Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

DO NOT FILL IN THIS BLOCK

Docket No. DMA 1935

Date received 8-7-51

Participation

Mr. William Brooks
P. O. Box 603
Hailey, Idaho

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 7 1951

Name and address of applicant

Date July 30, 1951

FILL IN THIS BLOCK

Date of application July 30, 1951

Estimated cost 6,250 dollars

Mineral or metal Lead

Percentage of Government participation 50%

Location of mine 11 miles west of Hailey in the Camas Mining District

Date of filing MF-100

DMA Docket Number, if available 1935

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation?
*2. If a partnership, state names and addresses of partners.
*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.
*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project.
*5. Are you the owner or the lessee of the property?
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing.

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)?

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

THE PROPERTY

10. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.
    (*b*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

    NOTE.—If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*b*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

*11. State the present and former names of the property, if any.

*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads.

*13. State source and quantity of water available for operations and its sufficiency at all seasons.
State amount of power to be used, rate per hour or other cost, and source.

*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work.

15. State in detail how the ore could be shipped and how and where milled.

*16. History:
    (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations.
    (*b*) State briefly the known history and production of adjoining and neighboring properties.
    (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

*17. Production:
    (*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling				
(3) Shipped or sold				

*18. Ore or mineral reserves: (If property is or has been operating.)
    (*a*) Describe the ore or mineral deposits briefly.
    (*b*) Submit available maps and assay data.
    (*c*) Give estimated tonnage and grade of each class of ore reserves.

19. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted?

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it.

    NOTE.—The Government will not participate in a project that will require more than 2 years to complete.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data.

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:
    (*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.
    (*b*) Supervisors, by numbers and positions, with salaries of each.
    (*c*) Cost of necessary repairs to existing facilities, structures, and buildings.
    (*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.
    (*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.
    (*f*) Cost of rental for equipment which the operator proposes to rent.
    (*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.
    (*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.
    (*i*) Cost of power, water, utilities, and any other items not provided for above.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

Individual
(Name of company)

By William (Bill) Brooks
(Signature of authorized official)

July 30 1957
(Date)

Manager
(Title)

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

*Same as footnote on page 1.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

THE APPLICANT

1. The applicant, William Brooks, is an individual.

2. Does not apply.

3. Does not apply.

4. The applicant, William Brooks, has been connected with mining ventures for two years. During this time he has done exploratory and development work on the Rustler group of claims. At the same time the mining work is being undertaken, the applicant is also manager for the Liberty Theater in Hailey, and owner of a barber shop in the same town.

(b) The applicant, Mr. Brooks, will manage the project.

5. The applicant, William Brooks, is the lessee of the property.

6. Does not apply.

7. Exhibit "B", copies of the lease for the Donovan No. 3 and that part of the Treasure Belle claim pertinent to this application are found at the rear of this application. These leases are in good standing.

Also attached to this application are signed landlord subordination agreements pertaining to the tract of ground specifically designated under (b) in question 10.

8. No exact books were kept for the work done last year. However, when income tax forms were filled out in March, it was found that the total expenditures balanced against income from ore shipped, left a loss of about $137.00.

9. The applicant is prepared to invest $3,125.00. This amount is sufficient to pay his part of the cost of the project as detailed in question 23 of this application form.

10. (a) The real property that will in any way be involved in this exploration project includes the Donovan No. 3 patented mining claim and the Treasure Belle unpatented mining claim, both held by lease.

(b) The exact tract to be included in the exploration project is described as follows:

That part of the Treasure Belle and Donovan No. 3 lode claims described as follows: Beginning at a point on the southwest side line of the Donovan No. 3 lode claim, said point being N. 65° 50' W. 2508.4 feet from Section Corner of sections 8, 9, 16 and 17, T. 1 N., R. 17E., thence N. 6° 45' E., 632.2 feet to the northeast corner, a point on the northeast side line of the Donovan No. 3 lode claim, thence N. 64° 50' W., 270 feet to the northwest corner, a point on the Northeast side line of the Treasure Belle lode claim, thence S. 6° 45' W., 632.2 feet to the southwest corner, a point on the southwest side line of the Treasure Belle lode claim, thence

S. 64° 50' E., 270 feet to the place of the beginning.

11. The present names for the claims involved are, the Rustler group, pertaining to the Donovan No. 3 patented claim, and the Treasure Vault, applying to the Treasure Belle unpatented claim.

The patent for the Donovan No. 3 claim was awarded in 1883 and no other name is known for this claim. The unpatented claim is not known by any other name but the group of claims, of which the Treasure Belle is a member, was originally known as the Hattie group.

12. The property is located about 11 miles from the town of Hailey, a station on the Union Pacific railroad. Hailey is a shipping point to the smelters and custom mills located in the Salt Lake valley. The mine proper is located about one-half mile south of the Hailey-Fairfield road which is State Highway No. 22. This road is in good condition and is used by other active mines in the area. These mines endeavor to keep the road open as late in the winter as is possible. The road is open from early spring until early in the winter, usually being closed for about two or three months during the most severe part of the winter season.

13. The operation does not require water at the present time, since all drilling is done by hand. If water should be necessary at some future time, an adequate supply is available from a nearby creek, a spring, or from a water-filled shaft.

No power is available, or needed at the present time. The present power lines run about one mile from the mine.

14. Structures will be considered to be underground workings such as drifts, crosscuts, raises, winzes, etc. The crosscut which is already started (see Exhibit "A") is in about 80 feet. This crosscut will be devoted to the exploration work. The hand-steel and the ore car in use at the present time in this crosscut will be equipment devoted to the exploration work.

There are no facilities or buildings on the property.

15. The ore could be shipped from the mine to Hailey by truck. From Hailey to the Salt Lake valley smelters, it would probably be shipped by rail. The ore could be milled at a custom mill in the Salt Lake valley, or possibly some arrangement could be made with one of the two operating mills within four miles of the mine to mill the ore.

16. (a) For a history of the property prior to the time the present lessee commenced work, refer to Exhibit "C", two letters pertaining to the past history of the property and found at the rear of this application. Also refer to Idaho Bureau of Mines and Geology Pamphlet 76, "A Geologic Reconnaissance of the Hailey Gold Belt (Camas District), Blaine County, Idaho", by A. L. Anderson and Warren R. Wagner, pages 21 and 22.

Work began by the applicant in June, 1950. The first work done

16. (a) Cont.

was to make a road, one and one-half miles long, from the Hailey-Fairfield highway to the working shown in Exhibit "A". The dumps were sampled and the dump at the higher shaft was shipped. Smelter returns for this shipment are shown in question 18 (b). The higher shaft was then cleaned out to a depth of 38 feet at which point the shaft caved. A raise was driven immediately east of the shaft and 30 tons of ore, obtained from this raise, were shipped to the A. S. & R. smelter at Salt Lake. The returns from this shipment are also shown in question 18 (b). The ore was exposed on both sides of the shaft and varied from two to five feet in width.

All timber and equipment were removed from the higher shaft after it caved and work then started dewatering the lower shaft. A pump and tugger were borrowed, and the lower shaft was dewatered to the 65-foot point. The equipment borrowed was not adequate to continue dewatering any further so work was stopped. At the 65-foot point the vein was still in place.

In June, 1951, a crosscut was started from a point between the two shafts and farther down the hill than the collar of either shaft. The point from which this crosscut was started is 31 feet above the lowest point in the lower shaft that the vein was found in place by the applicant. At the present time this crosscut is being extended to cut the vein.

(b) The history and production of neighboring properties is given in the same reference as mentioned in question 16 (a), Idaho Bureau of Mines and Geology Pamphlet 76. In essence, within a radius of three miles of the applicant's property, $2,000,000 has probably been produced. The mines which produced this amount were the Camas No. 2, Tip Top, Black Cinder, Golden Star, and the Hattie group of claims.

The largest producer, accounting for over 50 percent of the ore mined was the Camas No. 2. The Hattie claims are adjacent to, and include the unpatented mining claim in this application.

(c) No private reports are available concerning this property. However, Exhibit "C" consists of two private letters pertaining to this property and is found at the rear of the application.

17. Does not apply. The mine is not in production at the present time.

18. (a) For a description of the ore deposit, refer to Idaho Bureau of Mines and Geology Pamphlet No. 76, pages 21 and 22. This pamphlet states that the Hattie vein (this vein is called the Hattie vein on the Hattie or Treasure Vault group of claims, and is called the Rustler vein when it goes into the Rustler group) is one of the most persistent veins in the district. It has been mapped on the surface for over 4,000 feet. The vein cannot be traced continuously for this distance, but forms a series of lenses or thick bulges aligned along the

18. (a) Cont.

Hattie fissure. The vein is a typical fissure filled vein containing amounts of gold, silver and lead. Samples indicate that the lead mineralization is stronger toward the east.

(b) Smelter returns from shipment of higher shaft dump (about 30 tons): Au - .07; Ag - 5.0; Pb - 5.6; Cu - .16. Net returns - $129.00.

Smelter returns from shipment of raise muck out of higher shaft raise (about 50 tons): Au - .10; Ag - 7.7; Pb - 7.5; Cu - .15. Net returns - $208.00.

	Oz. Au	Oz. Ag	% Pb.
Left side of shaft, 3 feet from surface; vein 3 feet wide	.49	10.2	9.0
Right side of shaft, 2 feet from surface; vein, 2½ feet wide	.10	8.2	11.0
Ten feet east of shaft, 2 feet down; vein, 2½ feet wide	.08	5.7	22.8
Fifteen feet left of shaft surface; vein 14 inches wide			13.8
Hand picked sample	.20	17.5	65.2
One foot down, 2 feet west of shaft; vein 5½ inches wide			45.6
Lowest sample ever taken, 4 feet wide on surface	.05	3.7	5.1
Fifty-ton shipments to smelter from dump	.07	5.0	5.6
Thirty-ton shipment to smelter from shaft; vein 40 feet down shaft	.10	7.7	7.5

(c) No major ore reserves are available.

19. There are no further conditions or circumstances regarding the property not brought out by the foregoing questions .

20.

THE EXPLORATION

The exploration will be conducted for lead, silver, and gold. The type of deposit has been described under question 18 (a).

21. The proposed work consists of 100 feet of crosscutting to the Rustler or Hattie vein and when the vein has been cut, 150 feet of drifting to the

21. Cont.

east to get under the ore shoot area. Assuming 25 feet per month for advance, the total time required to complete this project will be about ten months.

22. Two cars of ore were shipped from the 80-foot level of the lower shaft. (See Exhibit "A") The ore found was near the end line of the Treasure Belle and the Donovan No. 3 claims. Therefore, there were two cars of ore shipped from a point almost directly ahead of the crosscut and 46 feet below the crosscut level.

The reason work was stopped on the 80-foot level from the lower shaft was because the owner of the patented claim (Donovan No. 3) refused permission to the owners of the Treasure Belle claim to continue drifting on the vein over his end line. The owner of the Donovan No. 3 also desired an exhorbitant sum as a selling price for this claim. The Donovan No. 3 claim is now leased by the applicant.

The vein has been exposed on the surface on both sides of the higher shaft for a distance of about 70 feet. Assays taken on the surface near the higher shaft throughout this exposed length are given in question 18 (b). The locations of the shafts, crosscut, and surface outcroppings of the vein are shown in Exhibit "A".

23.

THE REQUIREMENTS AND COSTS

(a) One miner at $12.31 per day.
(b) One manager (the applicant) at $200.00 per month.
(c) No necessary repairs to existing facilities, structures, or buildings.
(d) No necessary installation or construction of additional facilities, structures, and buildings.
(e) No equipment costing more than $50.00 need be purchased.

(f) The operator does not propose to rent any equipment.
(g) One ore car valued at about $100.00.
One complete set of hand steel, hammers, etc. valued at about $100.00.
(h) Rail, ties, timber, powder, sharpening steel, etc. will be purchased at a cost of not over $4.69 per foot.
(i) There will be no cost for power, water, or any item not provided for above.

24. 100 feet of crosscutting to the vein @ $25.00 per foot - $2,500.00
150 feet of drifting on the vein @ $25.00 per foot - 3,750.00
Total - $6,250.00

25 feet per month expected to be driven - a total of 250 feet.
Ten months' time required for the project.

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

Know All Men By These Presents:

Whereas, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Blaine, State of Idaho, Described in a certain Exploration Project Contract dated _____, 195__, between William Brooks _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated 22 Aug 1950, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 30 day of July, 1951

Ralph McClure

H.R. McClure

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

Know All Men By These Presents:

Whereas, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Blaine, State of Idaho, Described in a certain Exploration Project Contract dated _____, 195__, between William Brooks _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated 17, Feb. 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 30 day of July, 1951

Katie G Jones

EXHIBIT "A"

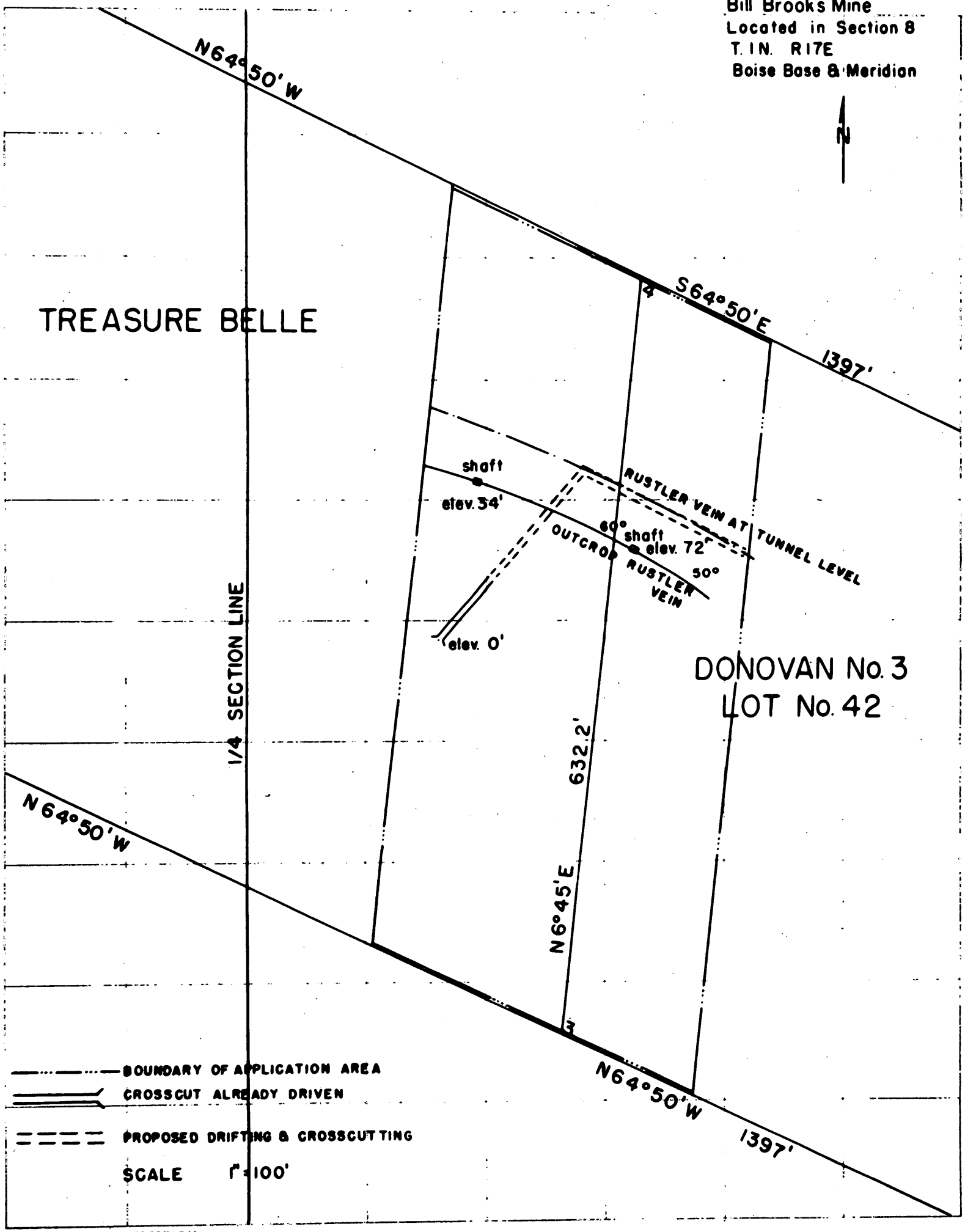

Bill Brooks Mine
Located in Section 8
T. 1 N. R 17 E
Boise Base & Meridian
N
N64°50'W
S64°50'E
1397'
4
TREASURE BELLE
shaft
elev. 34'
RUSTLER VEIN AT TUNNEL LEVEL
60°
shaft
elev. 72'
50°
OUTCROP RUSTLER VEIN
elev. 0'
1/4 SECTION LINE
DONOVAN No. 3
LOT No. 42
632.2'
N6°45'E
N64°50'W
3
N64°50'W
1397'
BOUNDARY OF APPLICATION AREA
CROSSCUT ALREADY DRIVEN
PROPOSED DRIFTING & CROSSCUTTING
SCALE 1" = 100'

Exhibit B

MINE LEASE AND DEED

THIS INDENTURE, Made this 17th day of February, 1951, between MAME F. JONES, a widow, of Hailey, Blaine County, Idaho, the party of the first part, and BILL BROOKS, party of the second part, WITNESSETH:

That the said party of the first part, hereinafter referred to as Lessor, for and in consideration of the royalties and payments hereinafter reserved and the covenants and agreements hereinafter expressed and by said party of the second part, hereinafter referred to as Lessee, to be kept and performed, has granted, demised, and let, and by these presents, does grant, demise and let unto said Lessee all the following described mining claims and mill sites, all patented, situate in the Mineral Hill Mining District, Blaine County, Idaho to-wit:

Donovan Lode and Millsite, Lots 40 A and B;
Rustler Lode and Millsite, Lots 41 A and B;
Donovan No. 3, Lot 42;

to have and to hold unto the said lessee for the term of five years from the date hereof, for the purpose of mining, unless sooner forfeited or determined through the violation of any covenant or covenants against the said lessee reserved.

And in consideration of such demise, the said Lessee covenant and agree with said Lessor as follows, to-wit:

1. To enter upon said mining claims and work the said claims and premises in a minerlike fashion and in a manner necessary to good and economical mining so as to take out the greatest amount of ore possible with due regard to the development and preservation of the same as a workable mine, and to the special covenants hereinafter reserved.

2. To work and mine said premises as aforesaid with not less than sixteen shifts of work per month during the term of this lease. All shifts worked shall be cumulative, and monthly to report to Lessor the number of shifts worked for the preceding month. Said work to commence within _____ days of date hereof.

3. To well and sufficiently timber said mine at all points where proper in accordance with good mining, and to repair all old timbering wherever it may be necessary, and to carry on all mining activity in accordance with the laws of the State of Idaho.

4. To occupy and hold all cross or parallel lodes, spurs, or mineral deposits of any kind which may be discovered by the said lessee or any person under them in any manner by said lessee, with the privilege to said lessee of working the same as parcel of said demised premises.

5. To pay to said Lessor as royalty ten percent (10%) of all ores mined, removed, and marketed, based on net value, which term shall mean the gross value of each lot of ore shipped to the smelter, less smelter treatment, assay and sampling charges and less haulage charges from mine to smelter. Said ten per cent royalty shall also apply to all ores milled. And in addition thereto, of any premium or bonus payments made to lessee by or on behalf of any government agency under any premium, bonus price plan or subsidy for lead, zinc, copper or other metal products produced from said premises, to the extent that the regulations applicable to such premium, bonus price plan or subsidy payments do not prohibit the payment to Lessor of royalties based thereon. Lessee shall ship all ores produced from said premises as "Donovan Lease Ores", and Lessor is hereby given a lien upon all ores extracted from the premises during the term of this lease to s cure her any and all sums due or owing by Lessee. The ore buyer shall make division of purchase price in accordance with the terms of this agreement.

6. To at all times comply with the provisions of the workmen's compensation laws of the State of Idaho; and to make and account for all necessary withholding tax, unemployment security and other laws and regulations of the Federal Government and State of Idaho, regarding the employment by Lessee of individuals.

7. Lessee will post and keep posted in a conspicuous place on said premises necessary notices notifying all persons said premises are held by Lessee under lease, and that Lessee are liable for all labor performed, supplies and materials used, and Lessee (and not Lessor) shall be responsible for all debts and expenses incurred in mining operations, proper copy of said notice to be recorder by Lessee.

8. Not to assign this lease and option or any part thereof without first giving to said Lessor full and complete copy of said assignment.

10. During the life of this agreement, the Lessee shall pay all state and county taxes lawfully levied or assessed against said mining claims, and all improvements placed thereon, including the taxes now due and payable for the last half of the year, 1950, or upon any operations carried on hereunder, including all severance or operations taxes assessed against said premises or products of such operation.

11. And in consideration of the acceptance of the foregoing Lease and the work to be performed thereunder, and the well and faithful keeping of the covenants thereof, the said Lessee or his assigns shall have the right to perchase the said demised premises by payment of the sum of Ten Thousand Dollars ($10,000.00) at any time during the term of this lease; and it is expressly understood and agreed that

the above referred to royalties to be paid to said lessor shall apply on said purchase price, and to be deducted therefrom in the event that the siad Lessee or his assigns should exercise this option, and upon the tender of such payment, the Lessor will make, execute, acknowledge, and deliver, at her own cost and charge, good and sufficient deed or deeds to be delivered to the Lessee or his assigns, conveying said premises free and clear of incumbrances (except any incumbrances placed thereon by said Lessee). The forfeiture, surrender, or termination of the above lease for any cause shall render this option void, and the above mentioned payment or payments may not thereafter be tendered.

12. In the event the Lessees shall fail to keep, observe and perform each and all of the terms and conditions hereof on their part, as and when required by this agreement, the Lessor may give the Lessee or his assigns thirty (30) days written notice of her intention to declare a forfeiture hereof, stating in such notice the alleged grounds of forfeiture; and if the Lessee or assigns shall fail to cure and correct and defaults therein specified, within thirty (30) days after service of such notice, then this option and lease shall become null and void at the expiration of said period; but if they shall remedy all such defaults within said time, then this contract shall continue in full force and effect as though such notice had not been given. All notices shall be addressed to Lessee or his assigns at Hailey, Blaine County, Idaho and shall be deemed as served upon being deposited, properly addressed, and registered, in post office at Hailey, Blaine County, Idaho.3

Further, Lessees, or assigns, at the termination of the foregoing lease, by lapse of time or otherwise, agree to peacefully surrender possession to Lessor, and to deliver said premises in good condition, together with all permanent improvements affixed thereto, including all rails, airpipe, ties, or other items affixed to premises, but Lessee may within 60 days of such termination remove all broken ores ready for shipment, and all machinery or any buildings that are constructed as temporary buildings on skids.

It is agreed that Lessee is independent contractor, and there is no privity of interest between him and Lessor, but that he is in full and complete control of said premises and all parties employed thereon.

Lessor, however, shall have the right by herself, or her employees or agents to at all times inspect all workings, and be present at any sampling or otherwise inspect for the purpose of seeing there is full compliance with all the terms of this agreement , all at her own expence and risk, however.

Each and every clause and covenant of this indenture shall extend to the heirs, executors, administrators, and lawful assigns of all parties hereto.

IN WITNESS WHEREOF, the said parties hereunto set their hands the day and year first appearing in this instrument.

Katie Y. Jones
Party of the first part.

Bill Brooks
Party of the second part.

STATE OF IDAHO,)
) SS
County of Blaine.)

On this 17th day of February, 1951, before me, the undersigned, a Notary Public in and for said State, personally appeared KATIE Y. JONES, a widow, and BILL BROOKS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Oscar Kline
Notary Public for Idaho
Residing at Hailey Idaho

My Commission expires February 10, 1952.

Non. Transferable Mining Lease and Agreement

This lease and agreement entered into this 22nd. day of August, 1950, between Ralph Mc Clure and H. R. Mc Clure, parties of the first part, and Bill Brooks, party of the second part, where-by both parties agree to the following terms and conditions.

Ralph Mc Clure and H. R. Mc Clure, owners of the Treasure Belle Mining Claims, located in the Mineral Hill Mining District, agree to lease to party of second part that portion of said claim starting at the easterly end line and running in a westerly direction to the bottom of the first gulch which is about 200 ft.

This lease shall be for (5) five years from above date but if the party of the second part decides to terminate work for all time he shall notify owners at once and return these lease papers.

Upon the signing of these papers and posting of the required legal notice to Mechanics, Material men etc. he is allowed to mine and ship ore and make such use to carry on the work of mining.

Party of the second part agrees to pay a royalty on ore shipments from our property and, or, sales of ore of 10 (ten) % of net settlement and to furnish duplicate settlement sheets to owners and to allow owners or their agent the right to inspect any part of the workings, also to leave all workings such as haulage levels, shafts and raises timbered up. Stops and abandoned workings maybe filled, if desired, after being inspected of owners.

Party of the second part will have the right to remove all the equipment owned and installed by him.

Parties of the first part

Ralph McClure

H.R. McClure

Party of the second part

Bill Brooks

Exhibit C

Boise 5/30/36

Mr. Ralph Mc Clure

Dear Sir:

Your communication at hand and I take pleasure in answering your letter. Taking your questions in order— first the shaft follows the dip of the vein and is about 63 degrees. Second the shaft is 89 ft. deep measured on the angle. Third shaft is sunk on the vein. Fourth Shaft follows the footwall in fact it is inside the walls. The width of the vein is the width of the shaft. At about the 79 ft. level you will find a small drift leading East with ore showing. A streak of steel Galena Appearing in a soft talc on the foot wall and a streak of Cube lead frozen to the hanging wall. The ore shute first appears in the drift about 18 ft. from the shaft and has a very decided rake to the east. I think if the shaft is continued to a depth of 150 ft. you should encounter the ore shute at about 50 ft. from the shaft with a good chance of finding ore in the shaft before reaching the 150 ft. level, as you will find quite a heavy showing of Iron Pyrite in the vein which carries .28 in gold, about 9.00. The above figures are taken from data kept by me and are correct. You will find the ground hard to hold as it is swelling ground and will require heavy timber. The length of the drift at the bottom of the shaft is about 140 ft. I crawled into it beyond where we quit and found some nice ore, but my intestinal fortitude did not permit a very expensive investigation, in other words it was very dangerous thing to do. I am very glad to learn that some one is going to open this ground. I have always contended that some day this property will be a big producer, and if I can be of any further help please call on me.

Yours
H. D. Pickering

1715 N. 26th- Boise, Idaho

STATEMENT OF THE DONOVAN GROUP OF MINES ON ROCK CREEK, IDAHO

The property consisting of three claims and two mill cites is located on the north fork of Rock Creek, Blaine County, Idaho.
The property was patented in 1885 and was worked by the owner for some time on the gold vein.
In the 90's two parties by the name of Black and Rorem found the lead vein and started work on it, they run some cuts and small tunnels and found the vein in place, so they started a shaft and went down 80 feet with ore of a shipping grade all the way, they then ran a drift from the shaft about 50 feet all in ore and the ore going down in the bottom over two feet wide.
After they had shipped two car loads of ore the owner of the ground ordered them to stop work as it was on patented ground and they were trespassing, and he would not give them a lease on the ground as he was trying to sell the entire property. He was offered $50,000.00 for the property but refused, he wanting $75,000.00, which the parties refused to give.
The owner then shut the works down and there has been nothing done on the property since except what I have done.
The most of the work has been done on the gold vein, one tunnel 320 feet, one 200 feet, and several shorter ones besides small winzes being sunk below the tunnel levels.
The old works have all caved in and cannot be entered, and it will have to be all opened up if there is any work of consequence done.
The vein is a fissure in granite and seems to be permanent, as it can be traced for the full length of the three claims.
The only work done on the lead vein is as I have stated above.
The entire dump of the lead vein is milling ore and would yield a nice profit if it were worked, it carrying good values in lead, silver, and gold, and the process needed to work the ore would be very simple, as it would be only a process to separate the sulphides from the gangue, which is a friable quartz, and easy to work, there being close to 2,000 tons in the dump, it would pay to put a mill on the property.
Eleven samples taken from the surface works on the gold vein for a distance of 500 feet averaged $11.80 in gold and silver, the ratio of silver to gold being approximately four ounces of silver to one in gold.
There were other samples from the gold vein that I eliminated in the average that went over one ounce in gold, I did not want to run the average up, feeling that it would be better to have the examiner find that out for himself.
The man who told me about the shaft was Mr. B. F. Olliver, an old time miner, and who worked in the shaft and helped take the ore out, and was there at the time they were ordered to stop working, he also worked the gold vein works for the owner.
I bought the property from the county four years ago as the heirs of the owner were not mining men and failed to keep the taxes up, it therefore going to the county, a year from the date of sale to me by the county I received a deed to the property from the county which is absolute.
The man that bought the property with me is named Chas. Bonner and I received a deed from him on the third day of December, 1920.

Form MF-103
(April 1951)

U. DEPARTMENT OF THE INTERI
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

DO NOT FILL IN THIS BLOCK

Docket No. DMA 1935

Date received 8-7-51

Participation

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 7 1951

Mr. William Brooks
P. O. Box 603
Hailey, Idaho

Name and address of applicant

Date July 30, 1951

FILL IN THIS BLOCK

Date of application July 30, 1951

Estimated cost 6,250 dollars

Mineral or metal Lead

Percentage of Government participation 50%

Location of mine 11 miles west of Hailey in the Camas Mining District

Date of filing MF-100

DMA Docket Number, if available 1935

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation?
*2. If a partnership, state names and addresses of partners.
*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.
*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project.
*5. Are you the owner or the lessee of the property?
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing.

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)?

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

THE PROPERTY

10. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.
    (*b*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

    NOTE.—If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*b*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

*11. State the present and former names of the property, if any.
*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads.
*13. State source and quantity of water available for operations and its sufficiency at all seasons.
State amount of power to be used, rate per hour or other cost, and source.
*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work.
15. State in detail how the ore could be shipped and how and where milled.
*16. History:
    (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations.
    (*b*) State briefly the known history and production of adjoining and neighboring properties.
    (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.
*17. Production:
    (*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling				
(3) Shipped or sold				

*18. Ore or mineral reserves: (If property is or has been operating.)
    (*a*) Describe the ore or mineral deposits briefly.
    (*b*) Submit available maps and assay data.
    (*c*) Give estimated tonnage and grade of each class of ore reserves.
19. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted?
21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it.

    NOTE.—The Government will not participate in a project that will require more than 2 years to complete.
22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data.

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:
    (*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.
    (*b*) Supervisors, by numbers and positions, with salaries of each.
    (*c*) Cost of necessary repairs to existing facilities, structures, and buildings.
    (*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.
    (*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.
    (*f*) Cost of rental for equipment which the operator proposes to rent.
    (*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.
    (*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.
    (*i*) Cost of power, water, utilities, and any other items not provided for above.
24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

Individual
(Name of company)

By William Brooks
(Signature of authorized official)

July 30 1951
(Date)

Manager
(Title)

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

*Same as footnote on page 1.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

THE APPLICANT

1. The applicant, William Brooks, is an individual.

2. Does not apply.

3. Does not apply.

4. The applicant, William Brooks, has been connected with mining ventures for two years. During this time he has done exploratory and development work on the Rustler group of claims. At the same time the mining work is being undertaken, the applicant is also manager for the Liberty Theater in Hailey, and owner of a barber shop in the same town.

(b) The applicant, Mr. Brooks, will manage the project.

5. The applicant, William Brooks, is the lessee of the property.

6. Does not apply.

7. Exhibit "B", copies of the lease for the Donovan No. 3 and that part of the Treasure Belle claim pertinent to this application are found at the rear of this application. These leases are in good standing.

Also attached to this application are signed landlord subordination agreements pertaining to the tract of ground specifically designated under (b) in question 10.

8. No exact books were kept for the work done last year. However, when income tax forms were filled out in March, it was found that the total expenditures balanced against income from ore shipped, left a loss of about $137.00.

9. The applicant is prepared to invest $3,125.00. This amount is sufficient to pay his part of the cost of the project as detailed in question 23 of this application form.

10. (a) The real property that will in any way be involved in this exploration project includes the Donovan No. 3 patented mining claim and the Treasure Belle unpatented mining claim, both held by lease.

(b) The exact tract to be included in the exploration project is described as follows:

That part of the Treasure Belle and Donovan No. 3 lode claims described as follows: Beginning at a point on the southwest side line of the Donovan No. 3 lode claim, said point being N. 65° 50' W. 2508.4 feet from Section Corner of sections 8, 9, 16 and 17, T. 1 N., R. 17E., thence N. 6° 45' E., 632.2 feet to the northeast corner, a point on the northeast side line of the Donovan No. 3 lode claim, thence N. 64° 50' W., 270 feet to the northwest corner, a point on the Northeast side line of the Treasure Belle lode claim, thence S. 6° 45' W., 632.2 feet to the southwest corner, a point on the southwest side line of the Treasure Belle lode claim, thence

S. 64° 50' E., 270 feet to the place of the beginning.

11. The present names for the claims involved are, the Rustler group, pertaining to the Donovan No. 3 patented claim, and the Treasure Vault, applying to the Treasure Belle unpatented claim.

The patent for the Donovan No. 3 claim was awarded in 1883 and no other name is known for this claim. The unpatented claim is not known by any other name but the group of claims, of which the Treasure Belle is a member, was originally known as the Hattie group.

12. The property is located about 11 miles from the town of Hailey, a station on the Union Pacific railroad. Hailey is a shipping point to the smelters and custom mills located in the Salt Lake valley. The mine proper is located about one-half mile south of the Hailey-Fairfield road which is State Highway No. 22. This road is in good condition and is used by other active mines in the area. These mines endeavor to keep the road open as late in the winter as is possible. The road is open from early spring until early in the winter, usually being closed for about two or three months during the most severe part of the winter season.

13. The operation does not require water at the present time, since all drilling is done by hand. If water should be necessary at some future time, an adequate supply is available from a nearby creek, a spring, or from a water-filled shaft.

No power is available, or needed at the present time. The present power lines run about one mile from the mine.

14. Structures will be considered to be underground workings such as drifts, crosscuts, raises, winzes, etc. The crosscut which is already started (see Exhibit "A") is in about 80 feet. This crosscut will be devoted to the exploration work. The hand-steel and the ore car in use at the present time in this crosscut will be equipment devoted to the exploration work.

There are no facilities or buildings on the property.

15. The ore could be shipped from the mine to Hailey by truck. From Hailey to the Salt Lake valley smelters, it would probably be shipped by rail. The ore could be milled at a custom mill in the Salt Lake valley, or possibly some arrangement could be made with one of the two operating mills within four miles of the mine to mill the ore.

16. (a) For a history of the property prior to the time the present lessee commenced work, refer to Exhibit "C", two letters pertaining to the past history of the property and found at the rear of this application. Also refer to Idaho Bureau of Mines and Geology Pamphlet 76, "A Geologic Reconnaissance of the Hailey Gold Belt (Camas District), Blaine County, Idaho", by A. L. Anderson and Warren R. Wagner, pages 21 and 22.

Work began by the applicant in June, 1950. The first work done

16. (a) Cont.

was to make a road, one and one-half miles long, from the Hailey-Fairfield highway to the working shown in Exhibit "A". The dumps were sampled and the dump at the higher shaft was shipped. Smelter returns for this shipment are shown in question 18 (b). The higher shaft was then cleaned out to a depth of 38 feet at which point the shaft caved. A raise was driven immediately east of the shaft and 30 tons of ore, obtained from this raise, were shipped to the A. S. & R. smelter at Salt Lake. The returns from this shipment are also shown in question 18 (b). The ore was exposed on both sides of the shaft and varied from two to five feet in width.

All timber and equipment were removed from the higher shaft after it caved and work then started dewatering the lower shaft. A pump and tugger were borrowed, and the lower shaft was dewatered to the 65-foot point. The equipment borrowed was not adequate to continue dewatering any further so work was stopped. At the 65-foot point the vein was still in place.

In June, 1951, a crosscut was started from a point between the two shafts and farther down the hill than the collar of either shaft. The point from which this crosscut was started is 31 feet above the lowest point in the lower shaft that the vein was found in place by the applicant. At the present time this crosscut is being extended to cut the vein.

(b) The history and production of neighboring properties is given in the same reference as mentioned in question 16 (a), Idaho Bureau of Mines and Geology Pamphlet 76. In essence, within a radius of three miles of the applicant's property, $2,000,000 has probably been produced. The mines which produced this amount were the Camas No. 2, Tip Top, Black Cinder, Golden Star, and the Hattie group of claims.

The largest producer, accounting for over 50 percent of the ore mined was the Camas No. 2. The Hattie claims are adjacent to, and include the unpatented mining claim in this application.

(c) No private reports are available concerning this property. However, Exhibit "C" consists of two private letters pertaining to this property and is found at the rear of the application.

17. Does not apply. The mine is not in production at the present time.

18. (a) For a description of the ore deposit, refer to Idaho Bureau of Mines and Geology Pamphlet No. 76, pages 21 and 22. This pamphlet states that the Hattie vein (this vein is called the Hattie vein on the Hattie or Treasure Vault group of claims, and is called the Rustler vein when it goes into the Rustler group) is one of the most persistent veins in the district. It has been mapped on the surface for over 4,000 feet. The vein cannot be traced continuously for this distance, but forms a series of lenses or thick bulges aligned along the

18. (a) Cont.

Hattie fissure. The vein is a typical fissure filled vein containing amounts of gold, silver and lead. Samples indicate that the lead mineralization is stronger toward the east.

(b) Smelter returns from shipment of higher shaft dump (about 30 tons): Au - .07; Ag - 5.0; Pb - 5.6; Cu - .16. Net returns - $129.00.

Smelter returns from shipment of raise muck out of higher shaft raise (about 50 tons): Au - .10; Ag - 7.7; Pb - 7.5; Cu - .15. Net returns - $208.00.

	Oz. Au	Oz. Ag	% Pb.
Left side of shaft, 3 feet from surface; vein 3 feet wide	.49	10.2	9.0
Right side of shaft, 2 feet from surface; vein, 2½ feet wide	.10	8.2	11.0
Ten feet east of shaft, 2 feet down; vein, 2½ feet wide	.08	5.7	22.8
Fifteen feet left of shaft surface; vein 14 inches wide			13.8
Hand picked sample	.20	17.5	65.2
One foot down, 2 feet west of shaft; vein 5½ inches wide			45.6
Lowest sample ever taken, 4 feet wide on surface	.05	3.7	5.1
Fifty-ton shipments to smelter from dump	.07	5.0	5.6
Thirty-ton shipment to smelter from shaft; vein 40 feet down shaft	.10	7.7	7.5

(c) No major ore reserves are available.

19. There are no further conditions or circumstances regarding the property not brought out by the foregoing questions .

20.

THE EXPLORATION

The exploration will be conducted for lead, silver, and gold. The type of deposit has been described under question 18 (a).

21. The proposed work consists of 100 feet of crosscutting to the Rustler or Hattie vein and when the vein has been cut, 150 feet of drifting to the

21. Cont.

east to get under the ore shoot area. Assuming 25 feet per month for advance, the total time required to complete this project will be about ten months.

22. Two cars of ore were shipped from the 80-foot level of the lower shaft. (See Exhibit "A") The ore found was near the end line of the Treasure Belle and the Donovan No. 3 claims. Therefore, there were two cars of ore shipped from a point almost directly ahead of the crosscut and 46 feet below the crosscut level.

The reason work was stopped on the 80-foot level from the lower shaft was because the owner of the patented claim (Donovan No. 3) refused permission to the owners of the Treasure Belle claim to continue drifting on the vein over his end line. The owner of the Donovan No. 3 also desired an exhorbitant sum as a selling price for this claim. The Donovan No. 3 claim is now leased by the applicant.

The vein has been exposed on the surface on both sides of the higher shaft for a distance of about 70 feet. Assays taken on the surface near the higher shaft throughout this exposed length are given in question 18 (b). The locations of the shafts, crosscut, and surface outcroppings of the vein are shown in Exhibit "A".

23.

THE REQUIREMENTS AND COSTS

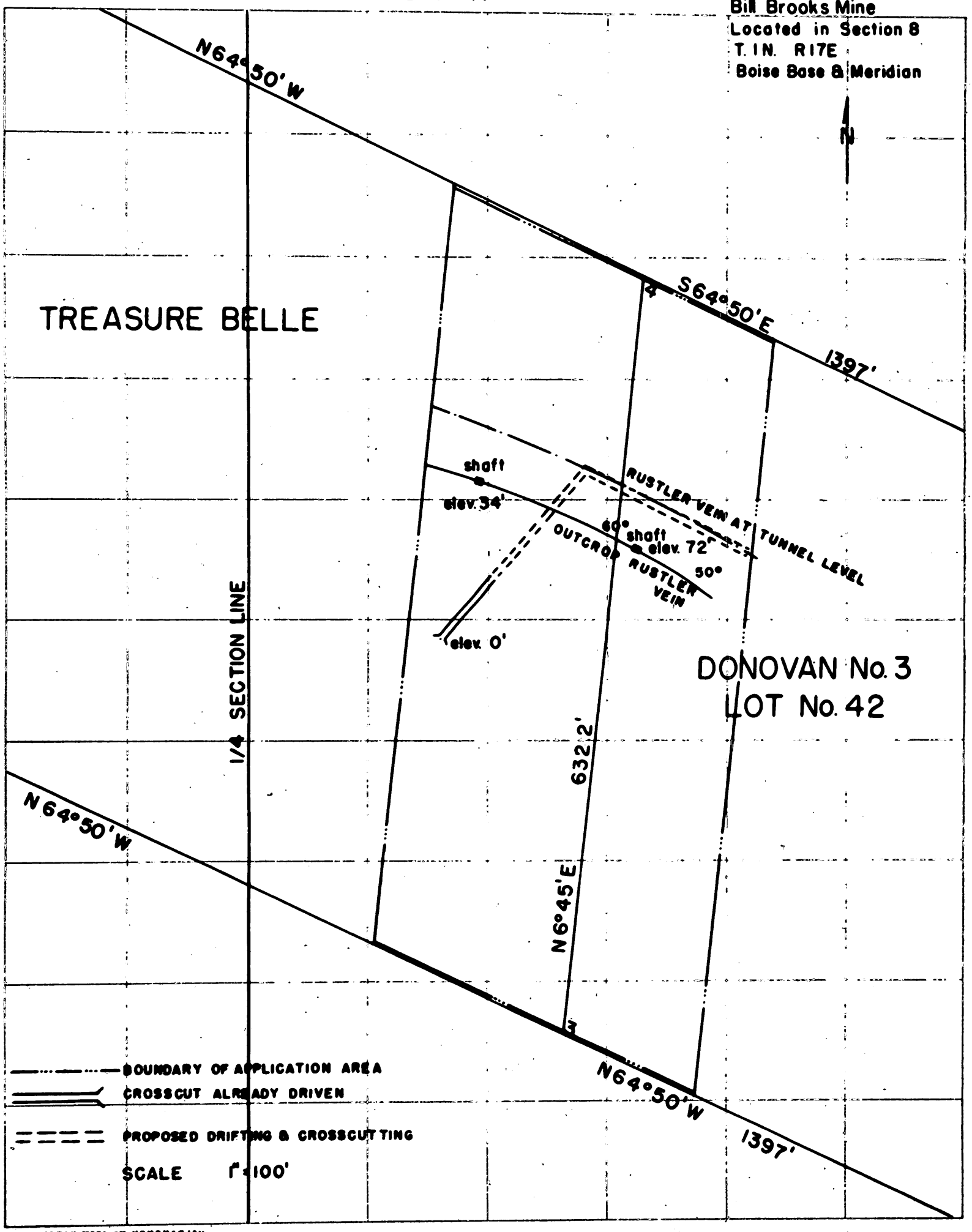
(a) One miner at $12.31 per day.
(b) One manager (the applicant) at $200.00 per month.
(c) No necessary repairs to existing facilities, structures, or buildings.
(d) No necessary installation or construction of additional facilities, structures, and buildings.
(e) No equipment costing more than $50.00 need be purchased.

(f) The operator does not propose to rent any equipment.
(g) One ore car valued at about $100.00.
One complete set of hand steel, hammers, etc. valued at about $100.00.
(h) Rail, ties, timber, powder, sharpening steel, etc. will be purchased at a cost of not over $4.69 per foot.
(i) There will be no cost for power, water, or any item not provided for above.

24. 100 feet of crosscutting to the vein @ $25.00 per foot - $2,500.00
150 feet of drifting on the vein @ $25.00 per foot - 3,750.00
Total - $6,250.00

25 feet per month expected to be driven - a total of 250 feet.
Ten months' time required for the project.

EXHIBIT "A"


Bill Brooks Mine
Located in Section 8
T. 1 N. R 17 E
Boise Base & Meridian
N
N64°50'W
S64°50'E
1397'
4
TREASURE BELLE
shaft
elev. 34'
RUSTLER VEIN AT TUNNEL LEVEL
60°
shaft
elev. 72'
50°
OUTCROP RUSTLER VEIN
elev. 0'
1/4 SECTION LINE
DONOVAN No. 3
LOT No. 42
632.2'
N6°45'E
N64°50'W
3
N64°50'W
1397'
BOUNDARY OF APPLICATION AREA
CROSSCUT ALREADY DRIVEN
PROPOSED DRIFTING & CROSSCUTTING
SCALE 1" = 100'

MF#202

LANDLORD'S SUBORDINATION AGREEMENT

Know All Men By These Presents:

Whereas, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Blaine, State of Idaho, Described in a certain Exploration Project Contract dated _____, 195__, between William Brooks _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated 22 August 1950, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 30 day of July, 1951

Ralph McClure
R. R. McClure

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

Know All Men By These Presents:

Whereas, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Blaine, State of Idaho, Described in a certain Exploration Project Contract dated _____, 195__, between William Brooks _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated 17 Feb. 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does herebt assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenent shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 30 day of July, 1951

Katie G Jones

EXHIBIT "A"

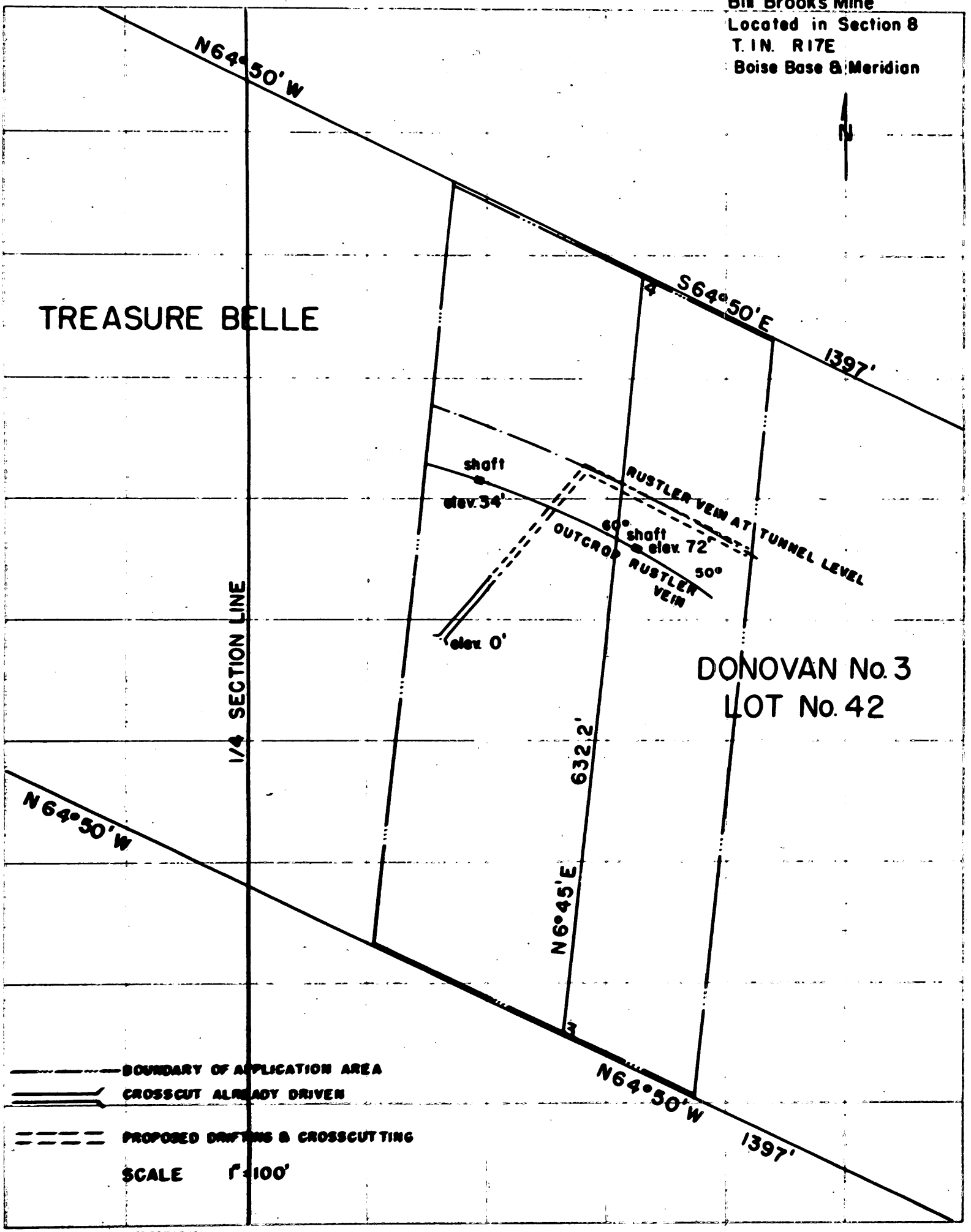

Bill Brooks Mine
Located in Section 8
T. 1 N. R 17 E
Boise Base & Meridian
N
N64°50'W
S64°50'E
1397'
4
TREASURE BELLE
shaft
elev. 34'
RUSTLER VEIN AT TUNNEL LEVEL
60°
shaft
elev. 72'
OUTCROP RUSTLER VEIN
50°
elev. 0'
1/4 SECTION LINE
DONOVAN No. 3
LOT No. 42
632.2'
N6°45'E
N64°50'W
3
N64°50'W
1397'
BOUNDARY OF APPLICATION AREA
CROSSCUT ALREADY DRIVEN
PROPOSED DRIFTING & CROSSCUTTING
SCALE 1" = 100'

Exhibit B

MINE LEASE AND OPTION

THIS INDENTURE, Made this 17th day of February, 1951, between KATIE Y. JONES, a widow, of Hailey, Blaine County, Idaho, the party of the first part, and BILL BROOKS, party of the second part, WITNESSETH:

That the said party of the first part, hereinafter referred to as Lessor, for and in consideration of the royalties and payments hereinafter reserved and the covenants and agreements hereinafter expressed and by said party of the second part, hereinafter referred to as Lessee, to be kept and performed, has granted, demised, and let, and by these presents, does grant, demise and let unto said Lessee all the following described mining claims and mill sites, all patented, situate in the Mineral Hill Mining District, Blaine County, Idaho to-wit:

Donovan Lode and Millsite, Lots 40 A and B;
Rustler Lode and Millsite, Lots 41 A and B;
Donovan No. 3, Lot 42;

to have and to hold unto the said lessee for the term of five years from the date hereof, for the purpose of mining, unless sooner forfeited or determined through the violation of any covenant or covenants against the said lessee reserved.

And in consideration of such demise, the said Lessee covenant and agree with said Lessor as follows, to-wit:

1. To enter upon said mining claims and work the said claims and premises in a minerlike fashion and in a manner necessary to good and economical mining so as to take out the greatest amount of ore possible with due regard to the development and preservation of the same as a workable mine, and to the special covenants hereinafter reserved.

2. To work and mine said premises as aforesaid with not less than sixteen shifts of work per month during the term of this lease, All shifts worked shall be cumulative, and monthly to report to Lessor the number of shifts worked for the preceding month. Said work to commence within _____ days of date hereof.

3. To well and sufficiently timer said mine at all points where proper in accordance with good mining, and to repair all old timbering wherever it may be necessary, and to carry on all mining activity in accordance with the laws of the State of Idaho.

4. To occupy and hold all cross or parallel lodes, spurs, or mineral deposits of any kind which may be discovered by the said lessee or any person under them in any manner by said lessee, with the privilege to said lessee of working the same as parcel of said demised premises.

5. To pay to said Lessor as royalty ten percent (10%) of all ores mined, removed, and marketed, based on net value, which term shall mean the gross value of each lot of ore shipped to the smelter, less smelter treatment, assay and sampling charges and less haulage charges from mine to smelter. Said ten per cent royalty shall also apply to all ores milled. And in addition thereto, of any premium or bonus payments made to lessee by or on behalf of any government agency under any premium, bonus price plan or subsidy for lead, zinc, copper or other metal products produced from said premises, to the extent that the regulations applicable to such premium, bonus price plan or subsidy payments do not prohibit the payment to Lessor of royalties based thereon. Lessee shall ship all ores produced from said premises as "Donovan Lease Ores", and Lessor is hereby given a lien upon all ores extracted from the premises during the term of this lease to secure her any and all sums due or owing by Lessee. The ore buyer shall make division of purchase price in accordance with the terms of this agreement.

6. To at all times comply with the provisions of the workmen's compensation laws of the State of Idaho; and to make and account for all necessary withholding tax, unemployment security and other laws and regulations of the Federal Government and State of Idaho, regarding the employment by Lessee of individuals.

7. Lessee will post and keep posted in a conspicuous place on said premises necessary notices notifying all persons said premises are held by Lessee under lease, and that Lessee are liable for all labor performed, supplies and materials used, and Lessee (and not Lessor) shall be responsible for all debts and expenses incurred in mining operations, proper copy of said notice to be recorder by Lessee.

8. Not to assign this lease and option or any part thereof without first giving to said Lessor full and complete copy of said assignment.

10. During the life of this agreement, the Lessee shall pay all state and county taxes lawfully levied or assessed against said mining claims, and all improvements placed thereon, including the taxes now due and payable for the last half of the year, 1950, or upon any operations carried on hereunder, including all severance or operations taxes assessed against said premises or products of such operation.

11. And in consideration of the acceptance of the foregoing Lease and the work to be performed thereunder, and the well and faithful keeping of the covenants thereof, the said Lessee or his assigns shall have the right to perchase the said demised premises by payment of the sum of Ten Thousand Dollars ($10,000.00) at any time during the term of this lease; and it is expressly understood and agreed that

the above referred to royalties to be paid to said Lessor shall apply on said purchase price, and to be deducted therefrom in the event that the siad Lessee or his assigns should exercise this option, and upon the tender of such payment, the Lessor will make, execute, acknowledge, and deliver, at her own cost and charge, good and sufficient deed or deeds to be delivered to the Lessee or his assigns, conveying said premises free and clear of incumbrances (except any incumbrances placed thereon by said Lessee). The forfeiture, surrender, or termination of the above lease for any cause shall render this option void, and the above mentioned payment or payments may not thereafter be tendered.

12. In the event the Lessees shall fail to keep, observe and perform each and all of the terms and conditions hereof on their part, as and when required by this agreement, the Lessor may give the Lessee or his assigns thirty (30) days written notice of her intention to declare a forfeiture hereof, stating in such notice the alleged grounds of forfeiture; and if the Lessee or assigns shall fail to cure and correct and defaults therein specified, within thirty (30) days after service of such notice, then this option and lease shall become null and void at the expiration of said period; but if they shall remedy all such defaults within said time, then this contract shall continue in full force and effect as though such notice had not been given. All notices shall be addressed to Lessee or his assigns at Hailey, Blaine County, Idaho and shall be deemed as served upon being deposited, properly addressed, and registered, in post office at Hailey, Blaine County, Idaho.3

Further, Lessees, or assigns, at the termination of the foregoing lease, by lapse of time or otherwise, agree to peacefully surrender possession to Lessor, and to deliver said premises in good condition, together with all permanent improvements affixed thereto, including all rails, airpipe, ties, or other items affixed to premises, but Lessee may within 60 days of such termination remove all broken ores ready for shipment, and all machinery or any buildings that are constructed as temporary buildings on skids.

It is agreed that Lessee is independent contractor, and there is no privity of interest between him and Lessor, but that he is in full and complete control of said premises and all parties employed thereon.

Lessor, however, shall have the right by herself, or her employees or agents to at all times inspect all workings, and be present at any sampling or otherwise inspect for the purpose of seeing there is full compliance with all the terms of this agreement , all at her own expence and risk, however.

Each and every clause and covenant of this indenture shall extend to the heirs, executors, administrators, and lawful assigns of all parties hereto.

IN WITNESS WHEREOF, the said parties hereunto set their hands the day and year first appearing in this instrument.

Katie Y. Jones
Party of the first part.

Bill Brooks
Party of the second part.

STATE OF IDAHO,)
) SS
County of Blaine.)

On this 12 day of February, 1951, before me, the undersigned, a Notary Public in and for said State, personally appeared KATIE Y. JONES, a widow, and BILL BROOKS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Oscar Kline
Notary Public for Idaho
Residing at: Hailey Idaho

My Commission expires February 10, 1952

Non. Transferable Mining Lease and Agreement

This lease and agreement entered into this 22nd. day of August, 1950, between Ralph Mc Clure and H. R. Mc Clure, parties of the first part, and Bill Brooks, party of the second part, where-by both parties agree to the following terms and conditions.

Ralph Mc Clure and H. R. Mc Clure, owners of the Treasure Belle Mining Claims, located in the Mineral Hill Mining District, agree to lease to party of second part that portion of said claim starting at the easterly end line and running in a westerly direction to the bottom of the first gulch which is about 200 ft.

This lease shall be for (5) five years from above date but if the party of the second part decides to terminate work for all time he shall notify owners at once and return these lease papers.

Upon the signing of these papers and posting of the required legal notice to Mechanics, Material men etc. he is allowed to mine and ship ore and make such use to carry on the work of mining.

Party of the second part agree to pay a royalty on ore shipments from our property and, or, sales of ore of 10 (ten) % of net settlement and to furnish duplicate settlement sheets to owners and to allow owners or their agent the right to inspect any part of the workings, also to leave all workings such as haulage levels, shafts and raises timbered up. Stops and abandoned workings maybe filled, if desired, after being inspected of owners.

Party of the second part will have the right to remove all the equipment owned and installed by him.

Parties of the first part

Ralph Mc Clure

H. R. Mc Clure

Party of the second part

_____

Exhibit C

Boise 5/30/36

Mr. Ralph Mc Clure

Dear Sir:

Your communication at hand and I take pleasure in answering your letter. Taking your questions in order--- first the shaft follows the dip of the vein and is about 63 degrees. Second the shaft is 89 ft. deep measured on the angle. Third shaft is sunk on the vein. Fourth Shaft follows the footwall in fact it is inside the walls. The width of the vein is the width of the shaft. At about the 79 ft. level you will find a small drift leading East with ore showing. A streak of steel Galena Appearing in a soft talc on the foot wall and a streak of Cube lead frozen to the hanging wall. The ore shute first appears in the drift about 18 ft. from the shaft and has a very decided rake to the east. I think if the shaft is continued to a depth of 150 ft. you should encounter the ore shute at about 50 ft. from the shaft with a good chance of finding ore in the shaft before reaching the 150 ft. level, as you will find quite a heavy showing of Iron Pyrite in the vein which carries .28 in gold, about 9.00. The above figures are taken from data kept by me and are correct. You will find the ground hard to hold as it is swelling ground and will require heavy timber. The length of the drift at the bottom of the shaft is about 140 ft. I crawled into it beyond where we quit and found some nice ore, but my intestinal fortitude did not permit a very expensive investigation, in other words it was very dangerous thing to do. I am very glad to learn that some one is going to open this ground. I have always contended that some day this property will be a big producer, and if I can be of any further help please call on me.

Yours
M. D. Pickering

1715 N. 26th- Boise, Idaho

STATEMENT OF THE DONOVAN GROUP OF MINES ON ROCK CREEK, IDAHO

The property consisting of three claims and two mill cites is located on the north fork of Rock Creek, Blaine County, Idaho.
The property was patented in 1885 and was worked by the owner for some time on the gold vein.
In the 90's two parties by the name of Black and Rorem found the lead vein and started work on it, they run some cuts and small tunnels and found the vein in place, so they started a shaft and went down 80 feet with ore of a shipping grade all the way, they then ran a drift from the shaft about 50 feet all in ore and the ore going down in the bottom over two feet wide.
After they had shipped two car loads of ore the owner of the ground ordered them to stop work as it was on patented ground and they were trespassing, and he would not give them a lease on the ground as he was trying to sell the entire property. He was offered $50,000.00 for the property but refused, he wanting $75,000.00, which the parties refused to give.
The owner then shut the works down and there has been nothing done on the property since except what I have done.
The most of the work has been done on the gold vein, one tunnel 320 feet, one 200 feet, and several shorter ones besides small winzes being sunk below the tunnel levels.
The old works have all caved in and cannot be entered, and it will have to be all opened up if there is any work of consequence done.
The vein is a fissure in granite and seems to be permanent, as it can be traced for the full length of the three claims.
The only work done on the lead vein is as I have stated above.
The entire dump of the lead vein is milling ore and would yield a nice profit if it were worked, it carrying good values in lead, silver, and gold, and the process needed to work the ore would be very simple, as it would be only a process to separate the sulphides from the gangue, which is a friable quartz, and easy to work, there being close to 2,000 tons in the dump, it would pay to put a mill on the property.

Eleven samples taken from the surface works on the gold vein for a distance of 500 feet averaged $11.80 in gold and silver, the ratio of silver to gold being approximately four ounces of silver to one in gold.
There were other samples from the gold vein that I eliminated in the average that went over one ounce in gold, I did not want to run the average up, feeling that it would be better to have the examiner find that out for himself.
The man who told me about the shaft was Mr. B. F. Olliver, an old time miner, and who worked in the shaft and helped take the ore out, and was there at the time they were ordered to stop working, he also worked the gold vein works for the owner.
I bought the property from the county four years ago as the heirs of the owner were not mining men and failed to keep the taxes up, it therefore going to the county, a year from the date of sale to me by the county I received a deed to the property from the county which is absolute.
The man that bought the property with me is named Chas. Bonner and I received a deed from him on the third day of December, 1920.

Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

DO NOT FILL IN THIS BLOCK

Docket No. DMA 1935

Date received 8-7-51

Participation

Mr. William Brooks
P. O. Box 603
Hailey, Idaho

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 7 1951

Name and address of applicant

Date July 30, 1951

FILL IN THIS BLOCK

Date of application July 30, 1951

Estimated cost 6,250 dollars

Mineral or metal Lead,

Percentage of Government participation 50%

Location of mine 11 Miles west of Hailey in the Camas Mining District

Date of filing MF-100

DMA Docket Number, if available 1935

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation?
*2. If a partnership, state names and addresses of partners.
*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.
*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project.
*5. Are you the owner or the lessee of the property?
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing.

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)?

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

THE PROPERTY

10. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

(*b*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

NOTE.—If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*b*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

*11. State the present and former names of the property, if any.

*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads.

*13. State source and quantity of water available for operations and its sufficiency at all seasons.
State amount of power to be used, rate per hour or other cost, and source.

*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work.

15. State in detail how the ore could be shipped and how and where milled.

*16. History:

(*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations.

(*b*) State briefly the known history and production of adjoining and neighboring properties.

(*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

*17. Production:

(*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling				
(3) Shipped or sold				

*18. Ore or mineral reserves: (If property is or has been operating.)

(*a*) Describe the ore or mineral deposits briefly.

(*b*) Submit available maps and assay data.

(*c*) Give estimated tonnage and grade of each class of ore reserves.

19. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted?

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it.

NOTE.—The Government will not participate in a project that will require more than 2 years to complete.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data.

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:

(*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.

(*b*) Supervisors, by numbers and positions, with salaries of each.

(*c*) Cost of necessary repairs to existing facilities, structures, and buildings.

(*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.

(*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.

(*f*) Cost of rental for equipment which the operator proposes to rent.

(*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.

(*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.

(*i*) Cost of power, water, utilities, and any other items not provided for above.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

individual Individual
(Name of company)

By William Brooks
(Signature of authorized official)

July 30 1951
(Date)

Manager
(Title)

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

*Same as footnote on page i.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

THE APPLICANT

1. The applicant, William Brooks, is an individual.

2. Does not apply.

3. Does not apply.

4. The applicant, William Brooks, has been connected with mining ventures for two years. During this time he has done exploratory and development work on the Rustler group of claims. At the same time the mining work is being undertaken, the applicant is also manager for the Liberty Theater in Hailey, and owner of a barber shop in the same town.

(b) The applicant, Mr. Brooks, will manage the project.

5. The applicant, William Brooks, is the lessee of the property.

6. Does not apply.

7. Exhibit "B", copies of the lease for the Donovan No. 3 and that part of the Treasure Belle claim pertinent to this application are found at the rear of this application. These leases are in good standing.

Also attached to this application are signed landlord subordination agreements pertaining to the tract of ground specifically designated under (b) in question 10.

8. No exact books were kept for the work done last year. However, when income tax forms were filled out in March, it was found that the total expenditures balanced against income from ore shipped, left a loss of about $137.00.

9. The applicant is prepared to invest $3,125.00. This amount is sufficient to pay his part of the cost of the project as detailed in question 23 of this application form.

10. (a) The real property that will in any way be involved in this exploration project includes the Donovan No. 3 patented mining claim and the Treasure Belle unpatented mining claim, both held by lease.

(b) The exact tract to be included in the exploration project is described as follows:

That part of the Treasure Belle and Donovan No. 3 lode claims described as follows: Beginning at a point on the southwest side line of the Donovan No. 3 lode claim, said point being N. 65° 50' W. 2508.4 feet from Section Corner of sections 8, 9, 16 and 17, T. 1 N., R. 17E., thence N. 6° 45' E., 632.2 feet to the northeast corner, a point on the northeast side line of the Donovan No. 3 lode claim, thence N. 64° 50' W., 270 feet to the northwest corner, a point on the Northeast side line of the Treasure Belle lode claim, thence S. 6° 45' W., 632.2 feet to the southwest corner, a point on the southwest side line of the Treasure Belle lode claim, thence

S. 64° 50' E., 270 feet to the place of the beginning.

11. The present names for the claims involved are, the Rustler group, pertaining to the Donovan No. 3 patented claim, and the Treasure Vault, applying to the Treasure Belle unpatented claim.

The patent for the Donovan No. 3 claim was awarded in 1883 and no other name is known for this claim. The unpatented claim is not known by any other name but the group of claims, of which the Treasure Belle is a member, was originally known as the Hattie group.

12. The property is located about 11 miles from the town of Hailey, a station on the Union Pacific railroad. Hailey is a shipping point to the smelters and custom mills located in the Salt Lake valley. The mine proper is located about one-half mile ~~north~~ south of the Hailey-Fairfield road which is State Highway No. 22. This road is in good condition and is used by other active mines in the area. These mines endeavor to keep the road open as late in the winter as is possible. The road is open from early spring until early in the winter, usually being closed for about two or three months during the most severe part of the winter season.

13. The operation does not require water at the present time, since all drilling is done by hand. If water should be necessary at some future time, an adequate supply is available from a nearby creek, a spring, or from a water-filled shaft.

No power is available, or needed at the present time. The present power lines run about one mile from the mine.

14. Structures will be considered to be underground workings such as drifts, crosscuts, raises, winzes, etc. The crosscut which is already started (see Exhibit "A") is in about 80 feet. This crosscut will be devoted to the exploration work. The hand-steel and the ore car in use at the present time in this crosscut will be equipment devoted to the exploration work.

There are no facilities or buildings on the property.

15. The ore could be shipped from the mine to Hailey by truck. From Hailey to the Salt Lake valley smelters, it would probably be shipped by rail. The ore could be milled at a custom mill in the Salt Lake valley, or possibly some arrangement could be made with one of the two operating mills within four miles of the mine to mill the ore.

16. (a) For a history of the property prior to the time the present lessee commenced work, refer to Exhibit "C", two letters pertaining to the past history of the property and found at the rear of this application. Also refer to Idaho Bureau of Mines and Geology Pamphlet 76, "A Geologic Reconnaissance of the Hailey Gold Belt (Camas District), Blaine County, Idaho", by A. L. Anderson and Warren R. Wagner, pages 21 and 22.

Work began by the applicant in June, 1950. The first work done

16. (a) Cont.

was to make a road, one and one-half miles long, from the Hailey-Fairfield highway to the working shown in Exhibit "A". The dumps were sampled and the dump at the higher shaft was shipped. Smelter returns for this shipment are shown in question 18 (b). The higher shaft was then cleaned out to a depth of 38 feet at which point the shaft caved. A raise was driven immediately east of the shaft and 30 tons of ore, obtained from this raise, were shipped to the A. S. & R. smelter at Salt Lake. The returns from this shipment are also shown in question 18 (b). The ore was exposed on both sides of the shaft and varied from two to five feet in width.

All timber and equipment were removed from the higher shaft after it caved and work then started dewatering the lower shaft. A pump and tugger were borrowed, and the lower shaft was dewatered to the 65-foot point. The equipment borrowed was not adequate to continue dewatering any further so work was stopped. At the 65-foot point the vein was still in place.

In June, 1951, a crosscut was started from a point between the two shafts and farther down the hill than the collar of either shaft. The point from which this crosscut was started is 31 feet above the lowest point in the lower shaft that the vein was found in place by the applicant. At the present time this crosscut is being extended to cut the vein.

(b) The history and production of neighboring properties is given in the same reference as mentioned in question 16 (a), Idaho Bureau of Mines and Geology Pamphlet 76. In essence, within a radius of three miles of the applicant's property, $2,000,000 has probably been produced. The mines which produced this amount were the Camas No. 2, Tip Top, Black Cinder, Golden Star, and the Hattie group of claims.

The largest producer, accounting for over 50 percent of the ore mined was the Camas No. 2. The Hattie claims are adjacent to, and include the unpatented mining claim in this application.

(c) No private reports are available concerning this property. However, Exhibit "C" consists of two private letters pertaining to this property and is found at the rear of the application.

17. Does not apply. The mine is not in production at the present time.

18. (a) For a description of the ore deposit, refer to Idaho Bureau of Mines and Geology Pamphlet No. 76, pages 21 and 22. This pamphlet states that the Hattie vein (this vein is called the Hattie vein on the Hattie or Treasure Vault group of claims, and is called the Rustler vein when it goes into the Rustler group) is one of the most persistent veins in the district. It has been mapped on the surface for over 4,000 feet. The vein cannot be traced continuously for this distance, but forms a series of lenses or thick bulges aligned along the

18. (a) Cont.

Hattie fissure. The vein is a typical fissure filled vein containing amounts of gold, silver and lead. Samples indicate that the lead mineralization is stronger toward the east.

(b) Smelter returns from shipment of higher shaft dump (about 30 tons): Au - .07; Ag - 5.0; Pb - 5.6; Cu - .16. Net returns - $129.00.

Smelter returns from shipment of raise muck out of higher shaft raise (about 50 tons): Au - .10; Ag - 7.7; Pb - 7.5; Cu - .15. Net returns - $208.00.

	Oz. Au	Oz. Ag	% Pb.
Left side of shaft, 3 feet from surface; vein 3 feet wide	.49	10.2	9.0
Right side of shaft, 2 feet from surface; vein, 2½ feet wide	.10	8.2	11.0
Ten feet east of shaft, 2 feet down; vein, 2½ feet wide	.08	5.7	22.8
Fifteen feet left of shaft surface; vein 14 inches wide			13.8
Hand picked sample	.20	17.5	65.2
One foot down, 2 feet west of shaft; vein 5½ inches wide			45.6
Lowest sample ever taken, 4 feet wide on surface	.05	3.7	5.1
Fifty-ton shipments to smelter from dump	.07	5.0	5.6
Thirty-ton shipment to smelter from shaft; vein 40 feet down shaft	.10	7.7	7.5

(c) No major ore reserves are available.

19. There are no further conditions or circumstances regarding the property not brought out by the foregoing questions .

20.

THE EXPLORATION

The exploration will be conducted for lead, silver, and gold. The type of deposit has been described under question 18 (a).

21. The proposed work consists of 100 feet of crosscutting to the Rustler or Hattie vein and when the vein has been cut, 150 feet of drifting to the

21. Cont.

east to get under the ore shoot area. Assuming 25 feet per month for advance, the total time required to complete this project will be about ten months.

22. Two cars of ore were shipped from the 80-foot level of the lower shaft. (See Exhibit "A") The ore found was near the end line of the Treasure Belle and the Donovan No. 3 claims. Therefore, there were two cars of ore shipped from a point almost directly ahead of the crosscut and 46 feet below the crosscut level.

The reason work was stopped on the 80-foot level from the lower shaft was because the owner of the patented claim (Donovan No. 3) refused permission to the owners of the Treasure Belle claim to continue drifting on the vein over his end line. The owner of the Donovan No. 3 also desired an exhorbitant sum as a selling price for this claim. The Donovan No. 3 claim is now leased by the applicant.

The vein has been exposed on the surface on both sides of the higher shaft for a distance of about 70 feet. Assays taken on the surface near the higher shaft throughout this exposed length are given in question 18 (b). The locations of the shafts, crosscut, and surface outcroppings of the vein are shown in Exhibit "A".

23.

THE REQUIREMENTS AND COSTS

(a) One miner at $12.31 per day.
(b) One manager (the applicant) at $200.00 per month.
(c) No necessary repairs to existing facilities, structures, or buildings.
(d) No necessary installation or construction of additional facilities, structures, and buildings.
(e) No equipment costing more than $50.00 need be purchased.

(f) The operator does not propose to rent any equipment.
(g) One ore car valued at about $100.00.
One complete set of hand steel, hammers, etc. valued at about $100.00.
(h) Rail, ties, timber, powder, sharpening steel, etc. will be purchased at a cost of not over $4.69 per foot.
(i) There will be no cost for power, water, or any item not provided for above.

24. 100 feet of crosscutting to the vein @ $25.00 per foot - $2,500.00
150 feet of drifting on the vein @ $25.00 per foot - 3,750.00
Total - $6,250.00

25 feet per month expected to be driven - a total of 250 feet.
Ten months' time required for the project.

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

Know All Men By These Presents:

Whereas, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Blaine, State of Idaho, Described in a certain Exploration Project Contract dated _____, 195__, between William Brooks _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated ~~Feb 1~~ August 22, 1950, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 30 day of July, 1951

Ralph McClure

H.R. McClure

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

Know All Men By These Presents:

Whereas, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Blaine, State of Idaho, Described in a certain Exploration Project Contract dated _____, 195__, between William Brooks _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated 17, Feb. 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does herebt assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenent shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 30 day of July, 1951

Katie G Jones

Exhibit B

MINE LEASE AND OPTION

THIS INDENTURE, Made this 17th day of February, 1951, between KATIE Y. JONES, a widow, of Hailey, Blaine County, Idaho, the party of the first part, and BILL BROOKS, party of the second part, WITNESSETH:

That the said party of the first part, hereinafter referred to as Lessor, for and in consideration of the royalties and payments hereinafter reserved and the covenants and agreements hereinafter expressed and by said party of the second part, hereinafter referred to as Lessee, to be kept and performed, has granted, demised, and let, and by these presents, does grant, demise and let unto said Lessee all the following described mining claims and mill sites, all patented, situate in the Mineral Hill Mining District, Blaine County, Idaho to-wit:

Donovan Lode and Millsite, Lots 40 A and B;
Rustler Lode and Millsite, Lots 41 A and B;
Donovan No. 3, Lot 42;

to have and to hold unto the said lessee for the term of five years from the date hereof, for the purpose of mining, unless sooner forfeited or determined through the violation of any covenant or covenants against the said lessee reserved.

And in consideration of such demise, the said Lessee covenant and agree with said Lessor as follows, to-wit:

1. To enter upon said mining claims and work the said claims and premises in a minerlike fashion and in a manner necessary to good and economical mining so as to take out the greatest amount of ore possible with due regard to the development and preservation of the same as a workable mine, and to the special covenants hereinafter reserved.

2. To work and mine said premises as aforesaid with not less than sixteen shifts of work per month during the term of this lease, All shifts worked shall be cumulative, and monthly to report to Lessor the number of shifts worked for the preceding month. Said work to commence within _____ days of date hereof.

3. To well and sufficiently timer said mine at all points where proper in accordance with good mining, and to repair all old timbering wherever it may be necessary, and to carry on all mining activity in accordance with the laws of the State of Idaho.

4. To occupy and hold all cross or parallel lodes, spurs, or mineral deposits of any kind which may be discovered by the said lessee or any person under them in any manner by said lessee, with the privilege to said lessee of working the same parcel of said demised premises.

5. To pay to said Lessor as royalty ten percent (10%) of all ores mined, removed, and marketed, based on net value, which term shall mean the gross value of each lot of ore shipped to the smelter, less smelter treatment, assay and sampling charges and less haulage charges from mine to smelter. Said ten per cent royalty shall also apply to all ores milled. And in addition thereto, of any premium or bonus payments made to lessee by or on behalf of any government agency under any premium, bonus price plan or subsidy for lead, zinc, copper or other metal products produced from said premises, to the extent that the regulations applicable to such premium, bonus price plan or subsidy payments do not prohibit the payment to Lessor of royalties based thereon. Lessee shall ship all ores produced from said premises as "Donovan Lease Ores", and Lessor is hereby given a lien upon all ores extracted from the premises during the term of this lease to secure her any and all sums due or owing by Lessee. The ore buyer shall make division of purchase price in accordance with the terms of this agreement.

6. To at all times comply with the provisions of the workmen's compensation laws of the State of Idaho; and to make and account for all necessary withholding tax, unemployment security and other laws and regulations of the Federal Government and State of Idaho, regarding the employment by Lessee of individuals.

7. Lessee will post and keep posted in a conspicuous place on said premises necessary notices notifying all persons said premises are held by Lessee under lease, and that Lessee are liable for all labor performed, supplies and materials used, and Lessee (and not Lessor) shall be responsible for all debts and expenses incurred in mining operations, proper copy of said notice to be recorder by Lessee.

8. Not to assign this lease and option or any part thereof without first giving to said Lessor full and complete copy of said assignment.

10. During the life of this agreement, the Lessee shall pay all state and county taxes lawfully levied or assessed against said mining claims, and all improvements placed thereon, including the taxes now due and payable for the last half of the year, 1950, or upon any operations carried on hereunder, including all severance or operations taxes assessed against said premises or products of such operation.

11. And in consideration of the acceptance of the foregoing Lease and the work to be performed thereunder, and the well and faithful keeping of the covenants thereof, the said Lessee or his assigns shall have the right to perchase the said demised premises by payment of the sum of Ten Thousand Dollars ($10,000.00) at any time during the term of this lease; and it is expressly understood and agreed that

the above referred to royalties to be paid to said Lessor shall apply on said purchase price, and to be deducted therefrom in the event that the siad Lessee or his assigns should exercise this option, and upon the tender of such payment, the Lessor will make, execute, acknowledge, and deliver, at her own cost and charge, good and sufficient deed or deeds to be delivered to the Lessee or his assigns, conveying said premises free and clear of incumbrances (except any incumbrances placed thereon by said Lessee). The forfeiture, surrender, or termination of the above lease for any cause shall render this option void, and the above mentioned payment or payments may not thereafter be tendered.

12. In the event the Lessees shall fail to keep, observe and perform each and all of the terms and conditions hereof on their part, as and when required by this agreement, the Lessor may give the Lessee or his assigns thirty (30) days written notice of her intention to declare a forfeiture hereof, stating in such notice the alleged grounds of forfeiture; and if the Lessee or assigns shall fail to cure and correct and defaults therein specified, within thirty (30) days after service of such notice, then this option and lease shall become null and void at the expiration of said period; but if they shall remedy all such defaults within said time, then this contract shall continue in full force and effect as though such notice had not been given. All notices shall be addressed to Lessee or his assigns at Hailey, Blaine County, Idaho and shall be deemed as served upon being deposited, properly addressed, and registered, in post office at Hailey, Blaine County, Idaho.3

Further, Lessees, or assigns, at the termination of the foregoing lease, by lapse of time or otherwise, agree to peacefully surrender possession to Lessor, and to deliver said premises in good condition, together with all permanent improvements affixed thereto, including all rails, airpipe, ties, or other items affixed to premises, but Lessee may within 60 days of such termination remove all broken ores ready for shipment, and all machinery or any buildings that are constructed as temporary buildings on skids.

It is agreed that Lessee is independent contractor, and there is no privity of interest between him and Lessor, but that he is in full and complete control of said premises and all parties employed thereon.

Lessor, however, shall have the right by herself, or her employees or agents to at all times inspect all workings, and be present at any sampling or otherwise inspect for the purpose of seeing there is full compliance with all the terms of agreement , all at her own expence and risk, however.

Each and every clause and covenant of this indenture shall extend to the heirs, executors, administrators, and lawful assigns of all parties hereto.

IN WITNESS WHEREOF, the said parties hereunto set their hands the day and year first appearing in this instrument.

Katie Y Jones
Party of the first part.

Bill Brooks
Party of the second part.

STATE OF IDAHO,)
) SS
County of Blaine.)

On this 17 day of February, 1951, before me, the undersigned, a Notary Public in and for said State, personally appeared KATIE Y. JONES, a widow, and BILL BROOKS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Ellen Kline
Notary Public for Idaho
Residing at: Hailey Idaho

My Commission expires February 10, 1952

Non. Transferable Mining Lease and Agreement

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This lease and agreement entered into this 22nd. day of August, 1950, between Ralph Mc Clure and H. R. Mc Clure, parties of the first part, and Bill Brooks, party of the second part, where-by both parties agree to the following terms and conditions.

Ralph Mc Clure and H. R. Mc Clure, owners of the Treasure Belle Mining Claime, located in the Mineral Hill Mining District, agree to lease to party of second part that portion of said claim starting at the easterly end line and running in a westerly direction to the bottom of the first gulch which is about 200 ft.

This lease shall be for (5) five years from above date but if the party of the second part decides to terminate work for all time he shall notify owners at once and return these lease papers.

Upon the signing of these papers and posting of the required legal notice to Mechanics, Material men etc. he is allowed to mine and ship ore and make such use to carry on the work of mining.

Party of the second part agree to pay a royalty on ore shipments from our property and, or, sales of ore of 10 (ten) % of net settlement and to furnigh duplicate settlement sheets to owners and to allow owners or their agent the right to inspect any part of the workings, also to leave all workings such as haulage levels, shafts and raises timbered up. Stops and abandoned workings maybe filled, if desired, after being inspected of owners.

Party of the second part will have the right to remove all the equipment owned and installed by him.

Parties of the first part

Ralph Mc Clure

H R Mc Clure

Party of the second part

Bill Brooks

Exhibit C

Boise 5/30/36

Mr. Ralph Mc Clure

Dear Sir:

Your communication at hand and I take pleasure in answering your letter. Taking your questions in order--- first the shaft follows the dip of the vein and is about 63 degrees. Second the shaft is 89 ft. deep measured on the angle. Third shaft is sunk on the vein. Fourth Shaft follows the footwall in fact it is inside the walls. The width of the vein is the width of the shaft. At about the 79 ft. level you will find a small drift leading East with ore showing. A streak of steel Galena Appearing in a soft talc on the foot wall and a streak of Cube lead frozen to the hanging wall. The ore shute first appears in the drift about 18 ft. from the shaft and has a very decided rake to the east. I think if the shaft is continued to a depth of 150 ft. you should encounter the ore shute at about 50 ft. from the shaft with a good chance of finding ore in the shaft before reaching the 150 ft. level, as you will find quite a heavy showing of Iron Pyrite in the vein which carries .28 in gold, about 9.00. The above figures are taken from data kept by me and are correct. You will find the ground hard to hold as it is swelling ground and will require heavy timber. The length of the drift at the bottom of the shaft is about 140 ft. I crawled into it beyond where we quit and found some nice ore, but my intestinal fortitude did not permit a very expensive investigation, in other words it was very dangerous thing to do. I am very glad to learn that some one is going to open this ground. I have always contended that some day this property will be a big producer, and if I can be of any further help please call on me.

Yours
M. D. Pickering

1715 N. 26th- Boise, Idaho

STATEMENT OF THE DONOVAN GROUP OF MINES ON ROCK CREEK, IDAHO

The property consisting of three claims and two mill cites is located on the north fork of Rock Creek, Blaine County, Idaho.
The property was patented in 1885 and was worked by the owner for some time on the gold vein.
In the 90's two parties by the name of Black and Rorem found the lead vein and started work on it, they run some cuts and small tunnels and found the vein in place, so they started a shaft and went down 80 feet with ore of a shipping grade all the way, they then ran a drift from the shaft about 50 feet all in ore and the ore going down in the bottom over two feet wide.
After they had shipped two car loads of ore the owner of the ground ordered them to stop work as it was on patented ground and they were trespassing, and he would not give them a lease on the ground as he was trying to sell the entire property.
He was offered $50,000.00 for the property but refused, he wanting $75,000.00, which the parties refused to give.
The owner then shut the works down and there has been nothing done on the property since except what I have done.
The most of the work has been done on the gold vein, one tunnel 320 feet, one 200 feet, and several shorter ones besides small winzes being sunk below the tunnel levels.
The old works have all caved in and cannot be entered, and it will have to be all opened up if there is any work of consequence done.
The vein is a fissure in granite and seems to be permanent, as it can be traced for the full length of the three claims.
The only work done on the lead vein is as I have stated above.
The entire dump of the lead vein is milling ore and would yield a nice profit if it were worked, it carrying good values in lead, silver, and gold, and the process needed to work the ore would be very simple, as it would be only a process to separate the sulphides from the gangue, which is a friable quartz, and easy to work, there being close to 2,000 tons in the dump, it would pay to put a mill on the property.
Eleven samples taken from the surface works on the gold vein for a distance of 500 feet averaged $11.80 in gold and silver, the ratio of silver to gold being approximately four ounces of silver to one in gold.
There were other samples from the gold vein that I eliminated in the average that went over one ounce in gold, I did not want to run the average up, feeling that it would be better to have the examiner find that out for himself.
The man who told me about the shaft was Mr. B. F. Olliver, an old time miner, and who worked in the shaft and helped take the ore out, and was there at the time they were ordered to stop working, he also worked the gold vein works for the owner.
I bought the property from the county four years ago as the heirs of the owner were not mining men and failed to keep the taxes up, it therefore going to the county, a year from the date of sale to me by the county I received a deed to the property from the county which is absolute.
The man that bought the property with me is named Chas. Bonner and I received a deed from him on the third day of December, 1920.

Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

DO NOT FILL IN THIS BLOCK

Docket No. DMA 1935

Date received 8-7-51

Participation

Mr. William Brooks
P. O. Box 603
Hailey, Idaho

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 7 1951

Name and address of applicant

Date July 30, 1951

FILL IN THIS BLOCK

Date of application July 30, 1951

Estimated cost 6,250 dollars

Mineral or metal Lead

Percentage of Government participation 50 %

Location of mine 11 miles west of Hailey in the Camas Mining District

Date of filing MF-100

DMA Docket Number, if available 1935

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation?
*2. If a partnership, state names and addresses of partners.
*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.
*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project.
*5. Are you the owner or the lessee of the property?
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing.

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)?

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

THE PROPERTY

10. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.
    (*b*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

    NOTE.—If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*b*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

*11. State the present and former names of the property, if any.

*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads.

*13. State source and quantity of water available for operations and its sufficiency at all seasons.
State amount of power to be used, rate per hour or other cost, and source.

*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work.

15. State in detail how the ore could be shipped and how and where milled.

*16. History:
    (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations.
    (*b*) State briefly the known history and production of adjoining and neighboring properties.
    (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

*17. Production:
    (*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling				
(3) Shipped or sold				

*18. Ore or mineral reserves: (If property is or has been operating.)
    (*a*) Describe the ore or mineral deposits briefly.
    (*b*) Submit available maps and assay data.
    (*c*) Give estimated tonnage and grade of each class of ore reserves.

19. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted?

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it.

    NOTE.—The Government will not participate in a project that will require more than 2 years to complete.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data.

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:
    (*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.
    (*b*) Supervisors, by numbers and positions, with salaries of each.
    (*c*) Cost of necessary repairs to existing facilities, structures, and buildings.
    (*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.
    (*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.
    (*f*) Cost of rental for equipment which the operator proposes to rent.
    (*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.
    (*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.
    (*i*) Cost of power, water, utilities, and any other items not provided for above.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

Individual
(Name of company)

By William Brooks
(Signature of authorized official)

July 30 1951
(Date)

Manager
(Title)

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

*Same as footnote on page 1.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

THE APPLICANT

1. The applicant, William Brooks, is an individual.

2. Does not apply.

3. Does not apply.

4. The applicant, William Brooks, has been connected with mining ventures for two years. During this time he has done exploratory and development work on the Rustler group of claims. At the same time the mining work is being undertaken, the applicant is also manager for the Liberty Theater in Hailey, and owner of a barber shop in the same town.

(b) The applicant, Mr. Brooks, will manage the project.

5. The applicant, William Brooks, is the lessee of the property.

6. Does not apply.

7. Exhibit "B", copies of the lease for the Donovan No. 3 and that part of the Treasure Belle claim pertinent to this application are found at the rear of this application. These leases are in good standing.

Also attached to this application are signed landlord subordination agreements pertaining to the tract of ground specifically designated under (b) in question 10.

8. No exact books were kept for the work done last year. However, when income tax forms were filled out in March, it was found that the total expenditures balanced against income from ore shipped, left a loss of about $137.00.

9. The applicant is prepared to invest $3,125.00. This amount is sufficient to pay his part of the cost of the project as detailed in question 23 of this application form.

10. (a) The real property that will in any way be involved in this exploration project includes the Donovan No. 3 patented mining claim and the Treasure Belle unpatented mining claim, both held by lease.

(b) The exact tract to be included in the exploration project is described as follows:

That part of the Treasure Belle and Donovan No. 3 lode claims described as follows: Beginning at a point on the southwest side line of the Donovan No. 3 lode claim, said point being N. 65° 50' W. 2508.4 feet from Section Corner of sections 8, 9, 16 and 17, T. 1 N., R. 17E., thence N. 6° 45' E., 632.2 feet to the northeast corner, a point on the northeast side line of the Donovan No. 3 lode claim, thence N. 64° 50' W., 270 feet to the northwest corner, a point on the Northeast side line of the Treasure Belle lode claim, thence S. 6° 45' W., 632.2 feet to the southwest corner, a point on the southwest side line of the Treasure Belle lode claim, thence

S. 64° 50' E., 270 feet to the place of the beginning.

11. The present names for the claims involved are, the Rustler group, pertaining to the Donovan No. 3 patented claim, and the Treasure Vault, applying to the Treasure Belle unpatented claim.

The patent for the Donovan No. 3 claim was awarded in 1883 and no other name is known for this claim. The unpatented claim is not known by any other name but the group of claims, of which the Treasure Belle is a member, was originally known as the Hattie group.

12. The property is located about 11 miles from the town of Hailey, a station on the Union Pacific railroad. Hailey is a shipping point to the smelters and custom mills located in the Salt Lake valley. The mine proper is located about one-half mile ~~north~~ South of the Hailey-Fairfield road which is State Highway No. 22. This road is in good condition and is used by other active mines in the area. These mines endeavor to keep the road open as late in the winter as is possible. The road is open from early spring until early in the winter, usually being closed for about two or three months during the most severe part of the winter season.

13. The operation does not require water at the present time, since all drilling is done by hand. If water should be necessary at some future time, an adequate supply is available from a nearby creek, a spring, or from a water-filled shaft.

No power is available, or needed at the present time. The present power lines run about one mile from the mine.

14. Structures will be considered to be underground workings such as drifts, crosscuts, raises, winzes, etc. The crosscut which is already started (see Exhibit "A") is in about 80 feet. This crosscut will be devoted to the exploration work. The hand-steel and the ore car in use at the present time in this crosscut will be equipment devoted to the exploration work.

There are no facilities or buildings on the property.

15. The ore could be shipped from the mine to Hailey by truck. From Hailey to the Salt Lake valley smelters, it would probably be shipped by rail. The ore could be milled at a custom mill in the Salt Lake valley, or possibly some arrangement could be made with one of the two operating mills within four miles of the mine to mill the ore.

16. (a) For a history of the property prior to the time the present lessee commenced work, refer to Exhibit "C", two letters pertaining to the past history of the property and found at the rear of this application. Also refer to Idaho Bureau of Mines and Geology Pamphlet 76, "A Geologic Reconnaissance of the Hailey Gold Belt (Camas District), Blaine County, Idaho", by A. L. Anderson and Warren R. Wagner, pages 21 and 22.

Work began by the applicant in June, 1950. The first work done

16. (a) Cont.

was to make a road, one and one-half miles long, from the Hailey-Fairfield highway to the working shown in Exhibit "A". The dumps were sampled and the dump at the higher shaft was shipped. Smelter returns for this shipment are shown in question 18 (b). The higher shaft was then cleaned out to a depth of 38 feet at which point the shaft caved. A raise was driven immediately east of the shaft and 30 tons of ore, obtained from this raise, were shipped to the A. S. & R. smelter at Salt Lake. The returns from this shipment are also shown in question 18 (b). The ore was exposed on both sides of the shaft and varied from two to five feet in width.

All timber and equipment were removed from the higher shaft after it caved and work then started dewatering the lower shaft. A pump and tugger were borrowed, and the lower shaft was dewatered to the 65-foot point. The equipment borrowed was not adequate to continue dewatering any further so work was stopped. At the 65-foot point the vein was still in place.

In June, 1951, a crosscut was started from a point between the two shafts and farther down the hill than the collar of either shaft. The point from which this crosscut was started is 31 feet above the lowest point in the lower shaft that the vein was found in place by the applicant. At the present time this crosscut is being extended to cut the vein.

(b) The history and production of neighboring properties is given in the same reference as mentioned in question 16 (a), Idaho Bureau of Mines and Geology Pamphlet 76. In essence, within a radius of three miles of the applicant's property, $2,000,000 has probably been produced. The mines which produced this amount were the Camas No. 2, Tip Top, Black Cinder, Golden Star, and the Hattie group of claims.

The largest producer, accounting for over 50 percent of the ore mined was the Camas No. 2. The Hattie claims are adjacent to, and include the unpatented mining claim in this application.

(c) No private reports are available concerning this property. However, Exhibit "C" consists of two private letters pertaining to this property and is found at the rear of the application.

17. Does not apply. The mine is not in production at the present time.

18. (a) For a description of the ore deposit, refer to Idaho Bureau of Mines and Geology Pamphlet No. 76, pages 21 and 22. This pamphlet states that the Hattie vein (this vein is called the Hattie vein on the Hattie or Treasure Vault group of claims, and is called the Rustler vein when it goes into the Rustler group) is one of the most persistent veins in the district. It has been mapped on the surface for over 4,000 feet. The vein cannot be traced continuously for this distance, but forms a series of lenses or thick bulges aligned along the

18. (a) Cont.

Hattie fissure. The vein is a typical fissure filled vein containing amounts of gold, silver and lead. Samples indicate that the lead mineralization is stronger toward the east.

(b) Smelter returns from shipment of higher shaft dump (about 30 tons): Au - .07; Ag - 5.0; Pb - 5.6; Cu - .16. Net returns - $129.00.

Smelter returns from shipment of raise muck out of higher shaft raise (about 50 tons): Au - .10; Ag - 7.7; Pb - 7.5; Cu - .15. Net returns - $208.00.

	Oz. Au	Oz. Ag	% Pb.
Left side of shaft, 3 feet from surface; vein 3 feet wide	.49	10.2	9.0
Right side of shaft, 2 feet from surface; vein, 2½ feet wide	.10	8.2	11.0
Ten feet east of shaft, 2 feet down; vein, 2½ feet wide	.08	5.7	22.8
Fifteen feet left of shaft surface; vein 14 inches wide			13.8
Hand picked sample	.20	17.5	65.2
One foot down, 2 feet west of shaft; vein 5½ inches wide			45.6
Lowest sample ever taken, 4 feet wide on surface	.05	3.7	5.1
Fifty-ton shipments to smelter from dump	.07	5.0	5.6
Thirty-ton shipment to smelter from shaft; vein 40 feet down shaft	.10	7.7	7.5

(c) No major ore reserves are available.

19. There are no further conditions or circumstances regarding the property not brought out by the foregoing questions .

20.

THE EXPLORATION

The exploration will be conducted for lead, silver, and gold. The type of deposit has been described under question 18 (a).

21. The proposed work consists of 100 feet of crosscutting to the Rustler or Hattie vein and when the vein has been cut, 150 feet of drifting to the

21. Cont.

east to get under the ore shoot area. Assuming 25 feet per month for advance, the total time required to complete this project will be about ten months.

22. Two cars of ore were shipped from the 80-foot level of the lower shaft. (See Exhibit "A") The ore found was near the end line of the Treasure Belle and the Donovan No. 3 claims. Therefore, there were two cars of ore shipped from a point almost directly ahead of the crosscut and 46 feet below the crosscut level.

The reason work was stopped on the 80-foot level from the lower shaft was because the owner of the patented claim (Donovan No. 3) refused permission to the owners of the Treasure Belle claim to continue drifting on the vein over his end line. The owner of the Donovan No. 3 also desired an exhorbitant sum as a selling price for this claim. The Donovan No. 3 claim is now leased by the applicant.

The vein has been exposed on the surface on both sides of the higher shaft for a distance of about 70 feet. Assays taken on the surface near the higher shaft throughout this exposed length are given in question 18 (b). The locations of the shafts, crosscut, and surface outcroppings of the vein are shown in Exhibit "A".

23.

THE REQUIREMENTS AND COSTS

(a) One miner at $12.31 per day.
(b) One manager (the applicant) at $200.00 per month.
(c) No necessary repairs to existing facilities, structures, or buildings.
(d) No necessary installation or construction of additional facilities, structures, and buildings.
(e) No equipment costing more than $50.00 need be purchased.

(f) The operator does not propose to rent any equipment.
(g) One ore car valued at about $100.00.
One complete set of hand steel, hammers, etc. valued at about $100.00.
(h) Rail, ties, timber, powder, sharpening steel, etc. will be purchased at a cost of not over $4.69 per foot.
(i) There will be no cost for power, water, or any item not provided for above.

24. 100 feet of crosscutting to the vein @ $25.00 per foot - $2,500.00
150 feet of drifting on the vein @ $25.00 per foot - 3,750.00
Total - $6,250.00

25 feet per month expected to be driven - a total of 250 feet.
Ten months' time required for the project.

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

Know All Men By These Presents:

Whereas, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Blaine, State of Idaho, Described in a certain Exploration Project Contract dated _____, 195__, between William Brooks _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated Aug. 22, 1950, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 30 day of July, 1951

Ralph McClure

H.R. McClure

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

Know All Men By These Presents:

Whereas, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Blaine, State of Idaho, Described in a certain Exploration Project Contract dated _____, 195__, between William Brooks _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated 17, Feb. 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does herebt assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenent shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 30 day of July, 1951

Katie G Jones

EXHIBIT "A"

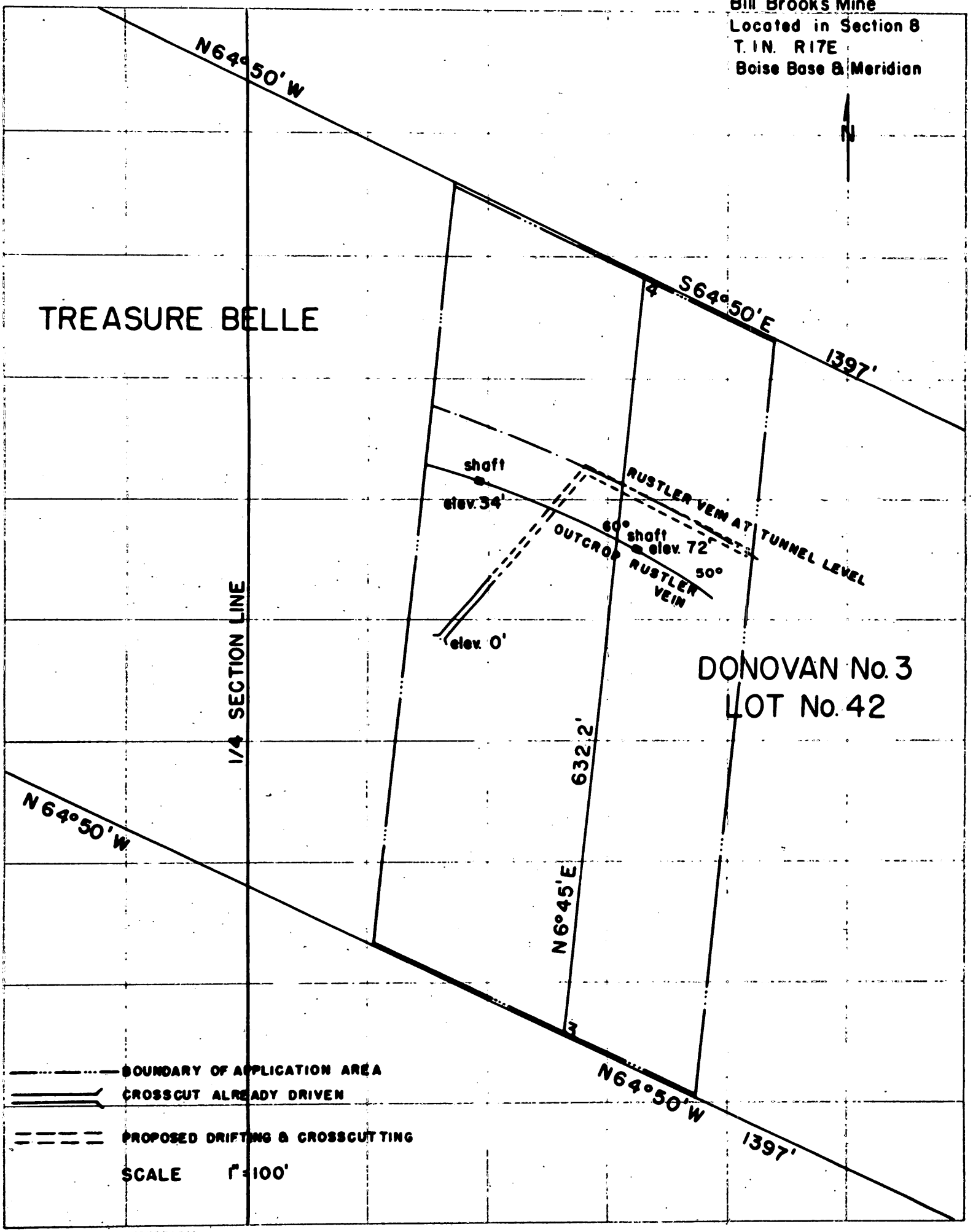
Bill Brooks Mine
Located in Section 8
T. 1 N. R 17 E
Boise Base & Meridian
N
N64°50'W
S64°50'E
1397'
4
TREASURE BELLE
shaft
elev. 34'
RUSTLER VEIN AT TUNNEL LEVEL
60°
shaft
elev. 72'
50°
OUTCROP RUSTLER VEIN
elev. 0'
1/4 SECTION LINE
DONOVAN No. 3
LOT No. 42
632.2'
N6°45'E
N64°50'W
3
N64°50'W
1397'
BOUNDARY OF APPLICATION AREA
CROSSCUT ALREADY DRIVEN
PROPOSED DRIFTING & CROSSCUTTING
SCALE 1" = 100'

Exhibit B

MINE LEASE AND OPTION

THIS INDENTURE, Made this 17th day of February, 1951, between KATIE Y. JONES, a widow, of Hailey, Blaine County, Idaho, the party of the first part, and BILL BROOKS, party of the second part, WITNESSETH:

That the said party of the first part, hereinafter referred to as Lessor, for and in consideration of the royalties and payments hereinafter reserved and the covenants and agreements hereinafter expressed and by said party of the second part, hereinafter referred to as Lessee, to be kept and performed, has granted, demised, and let, and by these presents, does grant, demise and let unto said Lessee all the following described mining claims and mill sites, all patented, situate in the Mineral Hill Mining District, Blaine County, Idaho to-wit:

Donovan Lode and Millsite, Lots 40 A and B;
Rustler Lode and Millsite, Lots 41 A and B;
Donovan No. 3, Lot 42;

to have and to hold unto the said lessee for the term of five years from the date hereof, for the purpose of mining, unless sooner forfeited or determined through the violation of any covenant or covenants against the said lessee reserved.

And in consideration of such demise, the said Lessee covenant and agree with said Lessor as follows, to-wit:

1. To enter upon said mining claims and work the said claims and premises in a minerlike fashion and in a manner necessary to good and economical mining so as to take out the greatest amount of ore possible with due regard to the development and preservation of the same as a workable mine, and to the special covenants hereinafter reserved.

2. To work and mine said premises as aforesaid with not less than sixteen shifts of work per month during the term of this lease, All shifts worked shall be cumulative, and monthly to report to Lessor the number of shifts worked for the preceding month. Said work to commence within _____ days of date hereof.

3. To well and sufficiently timer said mine at all points where proper in accordance with good mining, and to repair all old timbering wherever it may be necessary, and to carry on all mining activity in accordance with the laws of the State of Idaho.

4. To occupy and hold all cross or parallel lodes, spurs, or mineral deposits of any kind which may be discovered by the said lessee or any person under them in any manner by said lessee, with the privilege to said lessee of working the same as parcel of said demised premises.

5. To pay to said Lessor as royalty ten percent (10%) of all ores mined, removed, and marketed, based on net value, which term shall mean the gross value of each lot of ore shipped to the smelter, less smelter treatment, assay and sampling charges and less haulage charges from mine to smelter. Said ten per cent royalty shall also apply to all ores milled. And in addition thereto, of any premium or bonus payments made to lessee by or on behalf of any government agency under any premium, bonus price plan or subsidy for lead, zinc, copper or other metal products produced from said premises, to the extent that the regulations applicable to such premium, bonus price plan or subsidy payments do not prohibit the payment to Lessor of royalties based thereon. Lessee shall ship all ores produced from said premises as "Donovan Lease Ores", and Lessor is hereby given a lien upon all ores extracted from the premises during the term of this lease to secure her any and all sums due or owing by Lessee. The ore buyer shall make division of purchase price in accordance with the terms of this agreement.

6. To at all times comply with the provisions of the workmen's compensation laws of the State of Idaho; and to make and account for all necessary withholding tax, unemployment security and other laws and regulations of the Federal Government and State of Idaho, regarding the employment by Lessee of individuals.

7. Lessee will post and keep posted in a conspicuous place on said premises necessary notices notifying all persons said premises are held by Lessee under lease, and that Lessee are liable for all labor performed, supplies and materials used, and Lessee (and not Lessor) shall be responsible for all debts and expenses incurred in mining operations, proper copy of said notice to be recorder by Lessee.

8. Not to assign this lease and option or any part thereof without first giving to said Lessor full and complete copy of said assignment.

10. During the life of this agreement, the Lessee shall pay all state and county taxes lawfully levied or assessed against said mining claims, and all improvements placed thereon, including the taxes now due and payable for the last half of the year, 1950, or upon any operations carried on hereunder, including all severance or operations taxes assessed against said premises or products of such operation.

11. And in consideration of the acceptance of the foregoing Lease and the work to be performed thereunder, and the well and faithful keeping of the covenants thereof, the said Lessee or his assigns shall have the right to perchase the said demised premises by payment of the sum of Ten Thousand Dollars ($10,000.00) at any time during the term of this lease; and it is expressly understood and agreed that

the above referred to royalties to be paid to said Lessor shall apply on said purchase price, and to be deducted therefrom in the event that the siad Lessee or his assigns should exercise this option, and upon the tender of such payment, the Lessor will make, execute, acknowledge, and deliver, at her own cost and charge, good and sufficient deed or deeds to be delivered to the Lessee or his assigns, conveying said premises free and clear of incumbrances (except any incumbrances placed thereon by said Lessee). The forfeiture, surrender, or termination of the above lease for any cause shall render this option void, and the above mentioned payment or payments may not thereafter be tendered.

12. In the event the Lessees shall fail to keep, observe and perform each and all of the terms and conditions hereof on their part, as and when required by this agreement, the Lessor may give the Lessee or his assigns thirty (30) days written notice of her intention to declare a forfeiture hereof, stating in such notice the alleged grounds of forfeiture; and if the Lessee or assigns shall fail to cure and correct and defaults therein specified, within thirty (30) days after service of such notice, then this option and lease shall become null and void at the expiration of said period; but if they shall remedy all such defaults within said time, then this contract shall continue in full force and effect as though such notice had not been given. All notices shall be addressed to Lessee or his assigns at Hailey, Blaine County, Idaho and shall be deemed as served upon being deposited, properly addressed, and registered, in post office at Hailey, Blaine County, Idaho.3

Further, Lessees, or assigns, at the termination of the foregoing lease, by lapse of time or otherwise, agree to peacefully surrender possession to Lessor, and to deliver said premises in good condition, together with all permanent improvements affixed thereto, including all rails, airpipe, ties, or other items affixed to premises, but Lessee may within 60 days of such termination remove all broken ores ready for shipment, and all machinery or any buildings that are constructed as temporary buildings on skids.

It is agreed that Lessee is independent contractor, and there is no privity of interest between him and Lessor, but that he is in full and complete control of said premises and all parties employed thereon.

Lessor, however, shall have the right by herself, or her employees or agents to at all times inspect all workings, and be present at any sampling or otherwise inspect for the purpose of seeing there is full compliance with all the terms of this agreement , all at her own expence and risk, however.

Each and every clause and covenant of this indenture shall extend to the heirs, executors, administrators, and lawful assigns of all parties hereto.

IN WITNESS WHEREOF, the said parties hereunto set their hands the day and year first appearing in this instrument.

Katie Y. Jones
Party of the first part.

Bill Brooks
Party of the second part.

STATE OF IDAHO,)
) SS
County of Blaine.)

On this 17th day of February, 1951, before me, the undersigned, a Notary Public in and for said State, personally appeared KATIE Y. JONES, a widow, and BILL BROOKS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Oscar Stine
Notary Public for Idaho
Residing at: Hailey Idaho

My Commission expires February 10, 1952.

Non. Transferable Mining Lease and Agreement

This lease and agreement entered into this 22nd. day of August, 1950, between Ralph Mc Clure and H. R. Mc Clure, parties of the first part, and Bill Brooks, party of the second part, where-by both parties agree to the following terms and conditions.

Ralph Mc Clure and H. R. Mc Clure, owners of the Treasure Belle Mining Claime, located in the Mineral Hill Mining District, agree to lease to party of second part that portion of said claim starting at the easterly end line and running in a westerly direction to the bottom of the first gulch which is about 200 ft.

This lease shall be for (5) five years from above date but if the party of the second part decides to terminate work for all time he shall notify owners at once and return these lease papers.

Upon the signing of these papers and posting of the required legal notice to Mechanics, Material men etc. he is allowed to mine and ship ore and make such use to carry on the work of mining.

Party of the second part agree to pay a royalty on ore shipments from our property and, or, sales of ore of 10 (ten) % of net settlement and to furnigh duplicate settlement sheets to owners and to allow owners or their agent the right to inspect any part of the workings, also to leave all workings such as haulage levels, shafts and raises timbered up. Stops and abandoned workings maybe filled, if desired, after being inspected of owners.

Party of the second part will have the right to remove all the equipment owned and installed by him.

Parties of the first part

Ralph McClure

H. R. McClure

Party of the second part

Bill Brooks

Exhibit C

Boise 5/30/36

Mr. Ralph Mc Clure

Dear Sir:

Your communication at hand and I take pleasure in answering your letter. Taking your questions in order--- first the shaft follows the dip of the vein and is about 63 degrees. Second the shaft is 89 ft. deep measured on the angle. Third shaft is sunk on the vein. Fourth Shaft follows the footwall in fact it is inside the walls. The width of the vein is the width of the shaft. At about the 79 ft. level you will find a small drift leading East with ore showing. A streak of steel Galena Appearing in a soft talc on the foot wall and a streak of Cube lead frozen to the hanging wall. The ore shute first appears in the drift about 18 ft. from the shaft and has a very decided rake to the east. I think if the shaft is continued to a depth of 150 ft. you should encounter the ore shute at about 50 ft. from the shaft with a good chance of finding ore in the shaft before reaching the 150 ft. level, as you will find quite a heavy showing of Iron Pyrite in the vein which carries .28 in gold, about 9.00. The above figures are taken from data kept by me and are correct. You will find the ground hard to hold as it is swelling ground and will require heavy timber. The length of the drift at the bottom of the shaft is about 140 ft. I crawled into it beyond where we quit and found some nice ore, but my intestinal fortitude did not permit a very expensive investigation, in other words it was very dangerous thing to do. I am very glad to learn that some one is going to open this ground. I have always contended that some day this property will be a big producer, and if I can be of any further help please call on me.

Yours
M. D. Pickering

1715 N. 26th- Boise, Idaho

STATEMENT OF THE D^NOVAN GROUP OF MINES ON ROCK CREEK, IDAHO

The property consisting of three claims and two mill cites is located on the north fork of Rock Creek, Blaine County, Idaho.
The property was patented in 1885 and was worked by the owner for some time on the gold vein.
In the 90's two parties by the name of Black and Rorem found the lead vein and started work on it, they run some cuts and small tunnels and found the vein in place, so they started a shaft and went down 80 feet with ore of a shipping grade all the way, they then ran a drift from the shaft about 50 feet all in ore and the ore going down in the bottom over two feet wide.
After they had shipped two car loads of ore the owner of the ground ordered them to stop work as it was on patented ground and they were trespassing, and he would not give them a lease on the ground as he was trying to sell the entire property. He was offered $50,000.00 for the property but refused, he wanting $75,000.00, which the parties refused to give.
The owner then shut the works down and there has been nothing done on the property since except what I have done.
The most of the work has been done on the gold vein, one tunnel 320 feet, one 200 feet, and several shorter ones besides small winzes being sunk below the tunnel levels.
The old works have all caved in and cannot be entered, and it will have to be all opened up if there is any work of consequence done.
The vein is a fissure in granite and seems to be permanent, as it can be traced for the full length of the three claims.
The only work done on the lead vein is as I have stated above.
The entire dump of the lead vein is milling ore and would yield a nice profit if it were worked, it carrying good values in lead, silver, and gold, and the process needed to work the ore would be very simple, as it would be only a process to separate the sulphides from the gangue, which is a friable quartz, and easy to work, there being close to 2,000 tons in the dump, it would pay to put a mill on the property.
Eleven samples taken from the surface works on the gold vein for a distance of 500 feet averaged $11.80 in gold and silver, the ratio of silver to gold being approximately four ounces of silver to one in gold.
There were other samples from the gold vein that I eliminated in the average that went over one ounce in gold, I did not want to run the average up, feeling that it would be better to have the examiner find that out for himself.
The man who told me about the shaft was Mr. B. F. Olliver, an old time miner, and who worked in the shaft and helped take the ore out, and was there at the time they were ordered to stop working, he also worked the gold vein works for the owner.
I bought the property from the county four years ago as the heirs of the owner were not mining men and failed to keep the taxes up, it therefore going to the county, a year from the date of sale to me by the county I received a deed to the property from the county which is absolute.
The man that bought the property with me is named Chas. Bonner and I received a deed from him on the third day of December, 1920.