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

1201 N. Division St.
Spokane 2, Washington
July 13, 1955

MEMORANDUM

To: DMEA Field Team, Region I, Northwest District

From: E. G. Erickson, Mining Engineer, Bureau of Mines

Subject: Interim report, Docket No. DMEA 3071 (lead-zinc), Silver Buckle Mining Co., Vindicator Mine, Shoshone County, Idaho, Contract No. Idm-E594

Mr. Gale Hansen, mine foreman, was contacted July 7, 1955, at the property and he informed me they have reached a tentative agreement with Day Mines regarding exploration north of their present workings. However, they have not been able to reach a favorable agreement with the Vindicator Company. Negotiations are proceeding but unless the Vindicator Company will agree to more favorable or, as Mr. Hansen stated, more realistic terms he was afraid the proposed exploration may not be undertaken by Silver Buckle.

The property is idle but the highway department is removing the dump and this will relieve the waste disposal problem as dump room is limited.

E. G. Erickson

E. G. Erickson

Orig. & 3 cys - Wash.
USGS (2)
DMEA
M/D
AD
EGE/he

EXTRA COPY
O. M. E.
RECEIVED JAN 31 1963
DATE
800

No. 157 Everett Street
Spokane 4, Washington
January 29, 1963

Memorandum

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

From: Acting Field Officer, Region I

Subject: IDEX-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract IDa-[illegible]

There is enclosed a Report of Royalty Review dated January 22, 1963, covering the subject contract during the period September 9, 1959, through January 15, 1963.

One copy of the report has been retained for the Spokane office files. No copy was provided for the Operator, since the report is for record purposes only.

D. R. MacLaren

Enclosure

DRMacLaren:ny

cc: [illegible](2)
OSM
OGF

Reading copies to:
Helen
Halliday

~~(1) 520~~
(2) 225

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files of the Office of Minerals Exploration, Washington, D. C., pertaining to Contract No. Idm-E594, Docket No. DMEA-3071 (Lead-Zinc), dated October 12, 1953, with

Silver Buckle Mining Company
Box 1088
Wallace, Idaho

for the purpose of determining the amount of royalty due the U. S. Government on sales of minerals from property referred to as Vindicator Mine located in Shoshone County, Idaho, during the period October 12, 1953, through September 8, 1959.

In accordance with Amendment No. 6 of the contract royalty is payable on all minerals mined or produced from the land described in Article 2 of the contract for a period of 18 years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first. A Report of Review in lieu of finalcost audit dated April 17, 1958, indicated accepted costs under the exploration contract amounting to $209,839.00 with the Government's contribution, on a 50 percent basis, being $104,919.50.

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

(1) Exploration work under the contract was not resumed during the recess period provided by Amendment No. 8 resulting in termination of the contract as of May 1, 1955, and making "pseudo" certification effective from the original date of the contract;
(2) Semi-annual reports by representatives of the Field Team, Region I, and other documents in the files do not disclose any production or sales of minerals from the mine subject to Government royalty during the exploration period or subsequent thereto; and
(3) The administrative cost to the Government of an on-site royalty audit at this time would be excessive in relation to the amount of possible royalty which might be disclosed.

The review indicated that there has not been any production or sales of minerals from the land described in Article 2 of the contract since October 12, 1953, and no royalty is due the Government.

C. E. Fisher
C. E. Fisher, OME Auditor

October 15, 1959

SILVER BUCKLE MINING COMPANY

WALLACE, IDAHO

ADDRESS REPLY TO
SALT LAKE CITY OFFICE
904 WALKER BANK BUILDING

February 10, 1955

RECEIVED
BUREAU OF MINES
FEB 14 1955
SPOKANE, WASH.

Mr. Eric Erickson
DMEA Field Team
1201 No. Division St.
Spokane 2, Washington

Re: Docket No. DMEA 3071
Contract IDM-E594

Dear Mr. Erickson:

As you know doubt know we are now driving the drifts and cross cuts on the 750 level of the Vindicator Project as contemplated under the above reference contract.

To date it has not been necessary to install any timber as called for under the contract, but in lieu of timber we have been placing some rock bolts. As these are in effect a substitute for timber that might be necessary we feel that there should be some payment under the contract and request at this time an opinion from you as to whether or not such an arrangement could be made.

If you also feel that there is justification in our request we will submit cost estimates as a basis for settling this question.

Thanking you, I am

Very truly yours,

CLARK L. WILSON
Vice President

CLW:jw

cc: Mr. Gale Hansen, Supt.
Vindicator Mine
Box 727
Wallace, Idaho

JAN 2 3 1963

Memorandum

To: Acting Field Officer, Region I

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

Subject: MMRA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-X594

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

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

(b) One copy for your files.

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

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

Enclosures

EDTalbert/ama 1-22-63

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

MME-Form-22
April 59

DEPARTMENT OF THE INTERIOR
Office of Minerals Exploration

CHECK SHEET OF EXAMINING ENGINEER

Operator's Name Silver Buckle Mining Co.,

Address Wallace, Idaho

Exploration Contract No. Idm-E594 Docket No. DMEA-3071

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

Property inactive.

September 8, 1959
Date

S. W. Zoldok
Mining Engineer
S. W. Zoldok

53362

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files of the Office of Minerals Exploration, Washington, D. C., pertaining to Contract No. Idm-E594, Docket No. DMEA-3071 (Lead-Zinc), dated October 12, 1953, with

Silver Buckle Mining Company
Box 1088
Wallace, Idaho

for the purpose of determining the amount of royalty due the U. S. Government on sales of minerals from property referred to as Vindicator Mine located in Shoshone County, Idaho, during the period October 12, 1953, through September 8, 1959.

In accordance with Amendment No. 6 of the contract royalty is payable on all minerals mined or produced from the land described in Article 2 of the contract for a period of 18 years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first. A Report of Review in lieu of finalcost audit dated April 17, 1958, indicated accepted costs under the exploration contract amounting to $209,839.00 with the Government's contribution, on a 50 percent basis, being $104,919.50.

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

(1) Exploration work under the contract was not resumed during the recess period provided by Amendment No. 8 resulting in termination of the contract as of May 1, 1955, and making "pseudo" certification effective from the original date of the contract;
(2) Semi-annual reports by representatives of the Field Team, Region I, and other documents in the files do not disclose any production or sales of minerals from the mine subject to Government royalty during the exploration period or subsequent thereto; and
(3) The administrative cost to the Government of an on-site royalty audit at this time would be excessive in relation to the amount of possible royalty which might be disclosed.

The review indicated that there has not been any production or sales of minerals from the land described in Article 2 of the contract since October 12, 1953, and no royalty is due the Government.

C. E. Fisher
C. E. Fisher, OME Auditor

October 15, 1959

EXTRA COPY
DMEA
RECEIVED APR 21 1958

DATE	INITIALS	CODE
4/25	CWH	600

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Silver Buckle Mining Company
Wallace, Idaho

pertaining to Exploration Project Contract No. Idm-R594, Docket No. 3071, dated October 12, 1953, including Amendments Nos. 1 to 6 inclusive, for the months of January 1954 to April 1955 inclusive, covering a project for the exploration of lead-zinc on property known as the Vindicator Mine, located in Shoshone County, State of Idaho.

My review included an examination of the Monthly Reports (Forms MF-104) and supporting documents attached thereto, comparison of the costs claimed with the contract and pertinent schedules, consultation with the Government representative who visited and examined the project, and a determination of the reasonableness and propriety of the costs.

This review was made in lieu of a final audit of the Operator's accounts and records for the following reason:

all of the costs incurred were under a contract provision for payment by the Government on the basis of agreed unit costs of units of work actually performed.

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

Total cost claimed by Operator	$209,839.00
Exceptions	None
Total accepted claimed cost	$209,839.00

The contract calls for a 50 percent participation of accepted costs. Therefore, payments as follows are valid and proper:

Amount payable on audited claim	$104,919.50
Amount reimbursed	104,619.50
Balance due Operator	$ 300.00

Pd 5/1/58

C. A. Turner, Auditor

April 17, 1958

MME Form 22
April 59

DEPARTMENT OF THE INTERIOR
Office of Minerals Exploration

CHECK SHEET OF EXAMINING ENGINEER

Operator's Name Silver Buckle Mining Co.,

Address Wallace, Idaho

Exploration Contract No. Idm-E594 Docket No. DMEA-3071

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

Property inactive.

September 8, 1959
Date

S W Zoldok
Mining Engineer
S. W. Zoldok

53362

Schedule of Work Completed

Silver Buckle Mining Company **DMEA-3071** **Idm-E594**

Agreed Unit Costs

Track, air, water and vent pipe	540 ft. @ $ 2.50		$ 1,350.00
Enlarge and rehabilitate crosscut	110 ft. @ 20.00		2,200.00
Shaft sinking and timbering	800 ft. @ 175.00		140,000.00
Crosscutting and drifting	1294 ft. @ 43.50		56,289.00
Timbering drifts			None
Station pocket adit level			7,000.00
Station and pocket 750-foot level			3,000.00
Total accepted costs			$209,839.00

C. A. Turner, Auditor

April 17, 1958

RECEIVED 21 1958

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Silver Buckle Mining Company
Wallace, Idaho

pertaining to Exploration Project Contract No. Idm-E594, Docket No. 3071, dated October 12, 1953, including Amendments Nos. 1 to 6 inclusive, for the months of January 1954 to April 1955 inclusive, covering a project for the exploration of lead-zinc on property known as the Vindicator Mine, located in Shoshone County, State of Idaho.

My review included an examination of the Monthly Reports (Forms MF-104) and supporting documents attached thereto, comparison of the costs claimed with the contract and pertinent schedules, consultation with the Government representative who visited and examined the project, and a determination of the reasonableness and propriety of the costs.

This review was made in lieu of a final audit of the Operator's accounts and records for the following reason:

all of the costs incurred were under a contract provision for payment by the Government on the basis of agreed unit costs of units of work actually performed.

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

Total cost claimed by Operator	$209,839.00
Exceptions	None
Total accepted claimed cost	$209,839.00

The contract calls for a 50 percent participation of accepted costs. Therefore, payments as follows are valid and proper:

Amount payable on audited claim	$104,919.50
Amount reimbursed	104,619.50
Balance due Operator	$ 300.00

C. A. Turner, Auditor

April 17, 1958

Government's copy

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

AMENDMENT NO. 6

It is agreed this 9th day of August, 1957, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Silver Buckle Mining Company, that Exploration Project Contract No. Idm-E594 (Docket No. DMEA-3071), dated October 12, 1953, as amended, is further amended effective July 1, 1957, as follows:

1. (a) Work under the contract shall be further suspended during the period beginning July 1, 1957, to not later than December 31, 1957.

(b) The Government shall not contribute to any costs incurred by the Operator during the period of suspension or to any costs of rehabilitation or repair which in the Government's opinion would not have occurred had there been no suspension of work.

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

2. The time for completion of the work is further extended from 48 months from the date of the contract (Amendment No. 5) to October 12, 1958.

3. The maximum period for royalty payments and liens to secure them is further extended from "seventeen years" (Amendment No. 4) to "eighteen years from the date of the contract."

4. It is of the essence of this contract that the work be resumed before the termination of the period herein fixed for suspension, and be completed before the termination of the period herein fixed for completion; and if it is not so resumed and so completed, in the manner required by the contract, the following provisions shall thereupon become effective:

(a) The contract and all obligations of the parties thereunder, except as hereinafter otherwise provided, shall be and are hereby terminated, as follows:

(i) Effective May 1, 1955, if the work has not been resumed on or before December 31, 1957;

Schedule of Work Completed

Silver Buckle Mining Company DMEA-3071 Idm-E594

Agreed Unit Costs

Track, air, water and vent pipe	540 ft. @ $ 2.50	$ 1,350.00
Enlarge and rehabilitate crosscut	110 ft. @ 20.00	2,200.00
Shaft sinking and timbering	800 ft. @ 175.00	140,000.00
Crosscutting and drifting	1294 ft. @ 43.50	56,289.00
Timbering drifts		None
Station pocket adit level		7,000.00
Station and pocket 750-foot level		3,000.00
Total accepted costs		$209,839.00

C. A. Turner, Auditor

April 17, 1958

"Appd. Sol. Off."

(ii) Effective October 12, 1958, if the work is resumed by December 31, 1957, but is not completed by October 12, 1958.

(b) The Government will contribute only to the agreed unit costs of any work performed prior to the relevant effective date set forth under 4(a) above.

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

(d) The Operator, as principal if the Operator is the producer, or as surety if the Operator is not the producer, shall pay to the Government the royalty on production provided for in the contract, in the same manner and amount and for the full period provided for in the contract (as amended by this Amendment No. 6), as if certification of discovery or development had been made, such certification being hereby waived by the Operator. In addition, all rights of the Government provided for in the contract with respect to a certification of discovery or development, percentage royalty and liens for its payment, and all rights of the Government as to records, audit, and recovery of any overpayment, are preserved.

(e) The Operator hereby releases and agrees to save the Government harmless from all claims or demands under or arising out of the contract, except as otherwise provided in this Amendment No. 6.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be required to contribute, or the agreed unit cost of any item of work.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Administrator, Defense Minerals Exploration Administration

SILVER BUCKLE MINING COMPANY

By _____

Title Vice-President

APR 22 1958

Mr. Charles A. Turner
DMEA Auditor
1201 North Division Street
Spokane 2, Washington

Re: DMA-3771, DMEA-3071
Silver Buckle Mining Company

Dear Mr. Turner:

Your report of review covering the above-cited project is acceptable. You are authorized to make normal distribution after changing the spelling of "Bucket" to "Buckle".

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Director
Contract Administration
and Audit Division

AMAlley/sma
April 21, 1958

Copy to: Docket
Admr. Reading File
Mr. Chambers

Docket Copy

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 1 1957

DATE	INITIALS	CODE
2-1	C	220
		225

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

Amendment No. 5

It is agreed this 18th day of January, 1957, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Silver Buckle Mining Company, that Exploration Project Contract No. Idm-E594 (Docket No. DMEA-3071), dated October 12, 1953, as amended, is further amended, as follows:

1. (a) Work under the Contract shall be suspended during the period beginning January 1, 1957, and ending not later than July 1, 1957.

(b) The Government shall not contribute to any costs incurred by the Operator during the period of suspension or to any costs of rehabilitation or repair which, in the Government's opinion, would not have occurred if there had been no suspension of the work.

(c) The Operator at its own cost and expense, without contribution by the Government, during the period of suspension shall preserve and protect the project work and any property in which the Government has an interest.

2. The time fixed for completion of the work, which was extended by Amendment No. 4 to 44 months from the date of the Contract, is further extended to 48 months from the date of the Contract.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be required to contribute, or the agreed unit cost of any item of work.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C. Mitchell
Administrator, Defense Minerals
Exploration Administration

SILVER BUCKLE MINING COMPANY

By

Title Vice-President

Standard Form No. 1034—Revised
Form prescribed by
Comptroller General, U.S.
September 7, 1950
(Gen. Reg. No. 53, Supp. No. 11)

PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

D. O. Vou. No. _____

Bu. Vou. No. 2153

U.S. _____
(Department, bureau, or establishment)

Voucher prepared at Spokane, Washington 5/1/58
(Give place and date)

THE UNITED STATES, Dr.,

Payee's Account No. Idm-E594

To Silver Buckle Mining Company
(Payee)

904 Walker Bank Building Salt Lake City, Utah
(Address) (City) (State)

PAID BY

(For use of Paying Office)

No. and Date of Order	Date of Delivery or Service	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary) Discount Terms	QUANTITY	UNIT PRICE Cost	UNIT PRICE Per	AMOUNT Dollars	AMOUNT Cts.
	April 1955	Balance withheld under Voucher No. 1515 dated May 12, 1955				300	00
PAYMENT: Complete ☐ Partial ☐ Final ☐		FINAL PAYMENT					
		Use continuation sheet(s) if necessary					
Shipped from	to	Weight	Government B/L No.		Total	300	00

I certify that the above bill is correct and just and that payment therefor has not been received.

(Sign original only)

Date _____ *Payee _____
(This certificate not required when a like certificate is made by payee on attached bill or bills)

Per _____ Title _____

(Payee must NOT use this space)

Differences _____

Account verified; correct for 300 00

(Signature or initials) _____

Contract No. Date Req. No. Date Invoice Rec'd.

Pursuant to authority vested in me, I certify that this account is correct and proper for payment.

† Approved for $ 300.00

By _____

Title _____

SIGN ORIGINAL ONLY

† _____
(Authorized Certifying Officer)

Title _____

Date _____

THE REVERSE OF THIS FORM MUST BE EXECUTED WHEN PURCHASES ARE MADE OR SERVICES SECURED WITHOUT WRITTEN AGREEMENT IN ANY FORM

ACCOUNTING CLASSIFICATION (For completion by Administrative Office)

Appropriation, limitation, or project symbol	Appropriation title	Limit'n. or Proj't. Amount	Appropriation Amount

Allotment symbol	Amount	Obligations liquidated	COST ACCOUNT Symbol	COST ACCOUNT Amount	OBJECTIVE CLASSIFICATION Symbol	OBJECTIVE CLASSIFICATION Amount

Paid by { Check No. _____ dated _____, 19____, for $_____ } on Treasurer of the United States in favor of payee named above.
{ Cash, $_____, on _____, 19____. Payee _____ (Sign original only)

Per _____

Title _____

* When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.

† If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign on the line below "Approved for $_____", and over his official title.

16—22900-3

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator Silver Bucklin Mining Co.
Docket No. DMEA- 3071
Contract No. Idm-E 3[illegible]
Contract Date Dec. 12, 1955

RECEIVED
MAY 7 - 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Shoshone, State of Idaho, described as follows:1/ as article 2, Annex 23, and maps of Exploration Project Contract Idm-E3[illegible] (Docket No. DMEA-3071) with Silver Bucklin Mining Company, which descriptions are incorporated herein by reference.

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

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

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

None

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

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

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

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

METHOD OF OR ABSENCE OF ADVERTISING

METHOD OF ADVERTISING

1. Advertising in newspapers Yes ☐ No ☐
2. (*a*) Advertising by circular letters sent to ..... dealers.
   (*b*) And by notices posted in public places Yes ☐ No ☐.

   (If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made below.)

ABSENCE OF ADVERTISING

3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with .....
5. Without advertising, it being impracticable to secure competition because of .....

.....

.....

.....

.....

(Here state in detail the nature of the exigency or circumstances under which the securing of competition was impracticable under 3 and 4)

NOTE.—The above form "Method of or Absence of Advertising" is to be used when purchases are made or services secured under proper authority without written agreement in any form. In case of a written agreement (formal contract, proposal, and acceptance, or less formal agreement) Standard Form No. 1036—Revised should be used for abstracting the method of or absence of advertising and award of contract. (See General Regulations No. 51, as amended.)

16—22900-2 ☆ U. S. GOVERNMENT PRINTING OFFICE : 1950—O-75806

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

5. Added provision: _____

Dated this 28th day of December, 195 5.

[redacted] [Seal]

[redacted] [Seal]

Thomas A. Powers [Seal]
Adm of Est of Kathryn Powers, dec.

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

_____
[Corporate Seal]

FILE COPY
DMEA
5

1201 N. Division St.
Spokane 2, Washington

April 29, 1958

Mrs. Dorothy Long, Certifying Officer
DMEA Field Team, Region I
1201 N. Division Street
Spokane 2, Washington

Re: Docket No. DMEA-3071 (lead-zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mrs. Long:

The project work under the referenced contract was terminated as of May 1, 1955 under the terms of Amendment No. 6, paragraph 4(a)(i). The work performed was completed to the satisfaction of the Government. A final report evaluating the results of the exploration program has been presented by the Operator and accepted by the Executive Officer.

The Government has no interest in supplies or equipment used on the project.

A pseudo-certification is incorporated in Amendment No. 6 under Article 4(d).

A final Report of Review dated April 17, 1958 by DMEA Auditor C. A. Turner has been received.

As all contract requirements have been met, it is requested that final settlement of our account with the Operator be made.

Sincerely yours,

A. E. Weissenborn, Exec. Officer
DMEA Field Team, Region I

cc: DMEA (2)
USGS (2)
Contract Admin. & Audit Div. (2)
Docket

Docket copy

"Appr. Sol. Off"

RECEIVED
AUG 13 1956

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

AMENDMENT NO. 4

It is agreed this 25th day of July, 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Silver Buckle Mining Company that Exploration Project Contract Idm-E594 (Docket No. DMEA-3071), dated October 12, 1955, as amended, is further amended as follows:

In Amendment No. 3:

1. In paragraph 1, substitute the date "January 1, 1957," for the date "July 1, 1956."

2. In paragraph 2, substitute the period "44 months" for the period "38 months."

3. In Annex IV attached to Amendment No. 1, substitute the period "seventeen years" for the period "sixteen years."

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be required to contribute, or the agreed unit cost of any item of work.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C. F. Mittendorf
Administrator, Defense Minerals
Exploration Administration

SILVER BUCKLE MINING COMPANY

By [illegible]

Title Vice President

EXT

RECEI MAY 5

DATE CODE

800

So. 157 Howard Street
Spokane 4, Washington

May 2, 1958

Silver Buckle Mining Company
Box 1088
Wallace, Idaho

Re: Docket No. DMEA-3071 (Lead-Zinc)
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Gentlemen:

Enclosed for your information and files is a copy of Report of Review dated April 17, 1958, by C. A. Turner, DMEA Auditor. This Report of Review covers the period of January 1954 to April 1955, inclusive.

This report shows a balance due the Silver Buckle Mining Company as $300. This money has been scheduled for release and you should be receiving payment shortly.

Sincerely yours,

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I

Enclosure

cc: DMEA (3)
USBM (2)
USBM (AD)
Turner

Docket Copy

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MAY 7 - 1956

Indirty 3/13/56
Chuyes
"Appr. Dol. Utl."
J. ADD
Unavailed
Chamber
Selfridge
Hefferman

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

Amendment No. 3

Because of failure of the Operator (Silver Buckle Mining Company) to supply new Consents to Lien on Form MF-203 (Revised March 24, 1955), Amendment No. 2 is hereby cancelled.

It is agreed this 15th day of March, 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Silver Buckle Mining Company that Exploration Project Contract No. Idm-2594 (Docket No. DMEA-3071), dated October 12, 1953, as amended, is hereby further amended as follows:

1. Work under the Contract shall be suspended during the period beginning May 1, 1955, and ending not later than July 1, 1956.

2. The time fixed by Article 3 of the Contract for completion of the work, extended by Amendment No. 1 to 36 months, is further extended to 38 months.

3. In Article 7, all of the second sentence beginning with the word "Provided," is deleted.

4. Annex III of the Contract, which replaced Article 6 of the Contract, and Article 9 of the Contract are deleted and the attached Annex IV is added in lieu thereof.

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

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C O Mitteudorf
Administrator, Defense Minerals
Exploration Administration

SILVER BUCKLE MINING COMPANY

By [signature]

Title Vice Pres.

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

OCT 21 1954

Mr. A. E. Weissenborn
Executive Officer
DMEA Field Team, Region II
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E-34

Dear Mr. Weissenborn:

Reference is made to a memorandum addressed to the DMEA Field Team, Region II, under date of September 28, 1954 by E. C. Erickson, Mining Engineer, Bureau of Mines, reporting on his examination of the subject project on September 10, 1954.

In the third paragraph of this memorandum it is stated that "A brief analysis of the costs of shaft sinking made with Mr. Hansen indicates the overall costs are very near the agreed unit cost." The Operating Committee would appreciate receiving a copy of this analysis.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

APPROVED:

J. H. Hedges
Member, Bureau of Mines

Thor H. Kiilsgaard
Member, Geological Survey

EDTalbert/wb
October 20, 1954

Copy to: Docket
Admr. Reading File
Operating Committee
Mr. Kiilsgaard
Mr. Bishop
Mr. Chambers
Mr. Griswold

RECEIVED
MAY 7 - 1956

ANNEX IV

The following provisions are in lieu of Articles 6 and 9, 2 and Annex III of the Contract:

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

b. Royalty on production.--The Operator, as principal, if the Operator is the producer, or as surety, if the Operator is not the producer, shall pay to the Government a royalty on all minerals mined or produced from the land,[1] as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years[2] from the date of the contract, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; and [3]

c. Basis for computation.--The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f.o.b. point); except, that charges of the buyer arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by the buyer, sampling and assaying to determine the value of the production sold, and freight paid by the buyer to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling or assaying, or transportation, performed or paid by the

1/ The "land" refers to the land described in Article 2 of the Contract.

2/ Pursuant to Amendment No. 1, the words "ten years" are changed to read "sixteen years."

3/ (3) in addition to royalty payable under either clauses (1) or (2) above, and regardless of any certification of discovery or development, with respect to all minerals or ores transported through any of the workings described in Exhibit "A," for the period of time prescribed in clause (2) of this paragraph (b).

Form MF-108 (Rev.)
(Apr. 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.5

Defense Minerals Administration
RECEIVED

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of Dec., 1954 Docket No. DMEA 3071 Contract No. IDM-E 594
Operator's Name Silver Buckle Mining Co. Minerals Lead - Zinc
Address Box 1088, Wallace, Idaho
Contract Amount, $229,500.00 Government Participation: 50 % Amount, $114,750.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling Shaft	3,500.00	136,500.00	140,000.00	3500.00	136500.00	140000.00
Bulldozing Tunnel Rehab	None	2,200.00	2,200.00		2200.00	2200.00
Crosscutting 750 Level	1,957.50	None	1,957.50	1957.50		1957.50
Drifting						
Install Track, etc.	None	1,350.00	1,350.00		1350.00	1350.00
(2) Labor and Supervision:						
Exc. Shaft Station	None	7,000.00	7,000.00		7000.00	7000.00
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Exc. 750 Level Sta.	3,000.00	None	3,000.00	3000.00	—0—	3000.00
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	8,457.50	147,050.00	155,507.50	8457.50	147050.00	155507.50

I certify that the above bill is correct and just and that payment therefor has not been received.

Date 1/14/55 *Payee Silver Buckle Mining Co.

Per [signature] Title Vice Pres.

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

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

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$4228.75

Signature [signature]
(Authorized Certifying Officer)

Date 1/26/55 Vou. No. 1419
(See other side)

Operator or by anyone other than the buyer, are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent) applied to the raw ore or other production after it is extracted from the ground, to put it into a commercially marketable form; excluding fabricating or manufacturing.

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

e. Percentages of royalty.--The percentages of the Government's royalty shall be as follows:

> One and one-half ($1\frac{1}{2}$) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half ($\frac{1}{2}$) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.
>
> (For instance: the royalty on an amount of five dollars ($5.00) per ton, would be one and one-half ($1\frac{1}{2}$) percent; on an amount of ten dollars ($10.00) per ton, three and one-half ($3\frac{1}{2}$) percent.)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E594 in accordance with the terms of the contract.

Signature /S/ Eric G. Erickson Title Mining Eng. Date 1-21-55

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature /S/ Stephen W. Zoldok Title Mining Engr. Date 1-24-55

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

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

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

h. No obligation to produce.--Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

i. Government not obligated to buy.--Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

58694

Form MT-205A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of Dec 1954 Docket No. DMEA 3071 Contract No. IDM-E 594
Operator's Name Silver Buckle Mining Co. Minerals Lead-Zinc
Address Box 1088, Wallace, Idaho

OPERATION	Unit	Costs This Month	Units This Month	Costs to Date	Units to Date	Unit Costs to Date	Authorized by Contract: Units	Authorized by Contract: Unit Costs
Drifting								
Crosscutting 750 Level	Ft.	1,957.50	45	1957.50	45	43.50	1700	43.50
Raising								
Shafts	Ft.	3,500.00	20	140,000.00	800	175.00	800	175.00
XXX 750 level Sta.	Unit	3,000.00	1	3,000.00	1	3000.00	1	3000.00
Winzes								
Drilling: Core								
Churn								
Auger								
XXXX Tunnel Rehab.	Ft.	None	None	2,200.00	110	20.00	110	20.00
Stripping								
Trenching								
XXXX Shaft Station	Unit	None	None	7,000.00	1	7000.00	1	7000.00
Test Pits								
Roads and Trails								
Install Track etc.	Ft.	None	None	1,350.00	540	2.50	540	2.50
Total Distributed Costs		8,457.50		155,507.50				Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
Total Costs		8,457.50		155,507.50				

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

Date 1/14/55 Operator Silver Buckle Mining Co.

Per [signature] Title Vice Pres.

Remarks:

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

(Instructions on reverse)

(For Government use only)

Docket Copy

AMENDMENT NO. 2
To
EXPLORATION PROJECT CONTRACT Idm-E594
(DOCKET NO. DMEA-3071)
between
UNITED STATES OF AMERICA
and
SILVER BUCKLE MINING COMPANY

It is agreed that Amendment No. 1 to Contract Idm-E594 (Docket No. DMEA-3071) is hereby amended as follows:

1. Paragraph (a) of section 1 of Amendment No. 1 is amended to read as follows:

(a) Work under the contract shall be suspended during the period beginning May 1, 1955, and ending not later than January 1, 1956.

2. Section 2 of Amendment No. 1 is amended to read as follows:

2. The time fixed by article 3 of the contract for completion of the work is extended to 38 months.

This Amendment No. 2 shall be effective only if new Consents to Lien on Form MF-203 (Revised March 24, 1955) are first executed by the owners of the lands covered by the contract.

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

Executed in sextuplicate this 1st day of November, 1955.

THE UNITED STATES OF AMERICA

By Frank E. Johnson
ACTING Administrator, Defense Minerals Exploration Administration

SILVER BUCKLE MINING COMPANY

By [illegible]

Title Pres.

Chambers

Indrity 10/26/55 Lawyer

"Appd. Sol. Off." D. Al Farwood Selfridge

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

Docket copy

RECEIVED
JUN 20 1955

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

AMENDMENT NO. 1

It is agreed this 25th day of May, 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Silver Buckle Mining Company, that Exploration Project Contract Idm-E594 (Docket No. DMEA-3071), dated October 12, 1953, is amended effective May 1, 1955, as follows:

1. (a) Work under the Contract shall be suspended during the period beginning May 1, 1955, and ending not later than November 1, 1955.

(b) No costs incurred by the Operator during the period of suspension shall be allowable for contribution by the Government, and the Government shall not contribute to any costs of rehabilitation or repair which, in its opinion, would not have occurred if there had been no suspension of the work.

(c) The Operator at his own cost and expense, without contribution by the Government, during the period of suspension shall preserve and protect the project work and any property in which the Government has an interest.

2. The time fixed for completion of the work is extended to "36 months."

3. The period "16 years" is substituted for the period "15 years" wherever the latter period is set forth in the contract.

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

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C. M. Tudor Chamberlin
Administrator, Defense Minerals Exploration Administration

"Appd. Sol. Off."

SILVER BUCKLE MINING COMPANY

By Clark L. Wilson

Clark L. Wilson, Vice-President

DEPARTMENT OF THE INTERIOR
Bureau of Mines Information
Received
JAN 10 1955

January 6, 1955

D.M.E.A.
Field Team
U.S. Bureau of Mines
1201 North Division Street
Spokane 2, Washington

Narrative Report of Silver Buckle Mng. Co.
Vindicator Project
12/31/54

During the month of December, 1954, the Vindicator shaft was deepened an additional 24.5 feet, completing the shaft to a total depth of 804.5 ft. The shaft bottom was terminated in a massive gray quartzite and a few thin beds of purple argillites with a dip of 76°NE.

The 750 level station and pocket raise were completed. The 750 level station was cut 28' X 14' X 11' or 4312 cubic feet of rock excavation. The pocket raise consists of 1600 cubic feet. The completed unit of work consists of approximately 5912 cubic feet of rock excavation.

Just west of the shaft, a 7' X 7' X 11' drift was driven to be used as a level water sump and relay sump for a water-jet pump, which will be placed in the shaft sump bottom.

The north cross-cut was advanced 34 feet, and is 11 feet wide to allow installation of a double track, air receiver, a 25 hp. Copus fan, and a pickup pump to handle the level water. A tail drift was driven 11 feet to the south to make sufficient room for the haulage train.

At the present time, the work has been put on a two shift basis in order to complete the details of the shaft station and installation of sufficient ventilation equipment. After this work has been completed, the drifting and cross-cutting will again continue, if possible, on a three shifts per day basis.

Very truly yours,

SILVER BUCKLE MNG. CO.

By G A Hansen
Gale A. Hansen
Mine Supt.

MF-200 (A)
(February 1952)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 21 1953

DOCKET NO. DMEA-[illegible]071

COMMODITY Lead-Zinc
IDM-[illegible]

Docket Copy

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

EXPLORATION PROJECT CONTRACT[1]
(Short Form)

IT IS AGREED this 12th day of October, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Silver Buckle Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, whose address is Box 1088, Wallace, Idaho

and as set forth in Annexes I, II, & III, attached hereto and made a part hereof:

hereinafter called the "Operator," as follows:

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

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Idaho County of Shoshone, described as follows: See Annex II, and as indicated on maps attached hereto and made a part hereof, entitled "Key Map Showing Location Vindicator Relative to Other Properties - Docket No. DMEA-3071, and "Vindicator Silver Lead Mng. Co., Property Map, Nov. 1953,"

the Operator represents and undertakes: has acquired certain rights under a contract referred to in Annex I and is

(*a*) That the Operator is the 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: the subordination agreement of Kathryn Powers and the Owners' Consents to Lien of Kathryn Powers and Vindicator Silver-Lead Mining Company are attached.

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

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

ARTICLE 3. *Exploration project.*—The Operator, within 90 days from the date of this contract shall commence work on a project of exploration for[5] Lead-Zinc

in or upon the described land; and shall bring the project to completion within a period of 30 months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 50 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $114,750.00, which is 50 percent of $229,500.00, the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

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

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

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

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S MONTHLY REPORT AND VOUCHER

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 2 1954

Month of Nov., 1954 Docket No. DMEA 3071 Contract No. IDM-E 594
Operator's Name Silver Buckle Mining Co. Minerals Lead-Zinc
Address Box 1088, Wallace Idaho
Contract Amount, $ 229,500.00 Government Participation 50% Amount, $ 114,750.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts 80 ft at 175.00						
Drilling Shaft	14,000.00	122,500.00	136,500.00	14000.00	122500.00	136500.00
Bulldozing						
Crosscutting Tunnel Rehab.	None	2,200.00	2,200.00		2200.00	2200.00
Drifting						
Install Track etc.	None	1,350.00	1,350.00		1350.00	1350.00
(2) Labor and Supervision:						
Labor Shaft Station	None	7,000.00	7,000.00		7000.00	7000.00
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	14000.00	133,050.00	147,050.00	14000.00	133050.00	147050.00

I certify that the above bill is correct and just and that payment therefor has not been received.

Date 12/8/54 *Payee Silver Buckle Mining Co.

Per [signature] Title Vice Pres.

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

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

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 7000.00

Signature MAP
(Authorized Certifying Officer)

Date 12/16/54 Vou. No. 1382
(See other side)

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

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

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

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

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

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

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

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

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

(*d*) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations. See Annex III, substituted for Article 6.

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided*, that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years* from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator. *The words "10 years" are changed to read "15 years"

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

ARTICLE 9. *Changes and added provisions* In section b, "Percentage Royalty," Annex III, the period at the end of the first sentence is changed to a semicolon, and the following is added thereafter: and (3) regardless of any certification of discovery or development, with respect to minerals or ores transported through any of the workings described in Exhibit "A", for a period of 15 years from the date of this contract or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C. Mutterdy
Acting Administrator, Defense Minerals Exploration Administration

SILVER BUCKLE MINING COMPANY
(Operator)

By F. E. Scott

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

Alden Hull

[CORPORATE SEAL]

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

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. 6514 in accordance with the terms of the contract.

Signature /s/ Eric G. Erickson Title Mining Eng. Date 12/14/54

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature /s/ Stephen W. Zoldok Title Mining Eng. Date 12/14/54

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

ANNEX I

The undersigned Vindicator Silver-Lead Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, hereinafter called "Vindicator," in consideration of and to induce the making of an Exploration Project Contract between Silver Buckle Mining Company, hereinafter called "Silver Buckle," and the United States of America, acting by and through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and as a part of said Exploration Project Contract, and of even date therewith, hereby represents, undertakes, and agrees as follows:

WHEREAS, Vindicator and Silver Buckle are parties to a certain "Operating and Management Agreement" dated ~~June~~ August 7th, 1953, by the terms of which Vindicator has granted to Silver Buckle possession and the right to possession of certain mining property therein described, with the exclusive right to explore, develop, mine, and produce minerals therefrom; and

WHEREAS, the said mining property described in said "Operating and Management Agreement," is also included as a part of the property described in Article 2 of said Exploration Project Contract of even date herewith between Silver Buckle and the Government;

NOW THEREFORE, Vindicator hereby represents, undertakes, and agrees as follows:

The property described in said "Operating and Management Agreement" includes all property in which Vindicator has any right, title, or interest in Shoshone County, Idaho. Should Vindicator now have or hereafter acquire any right, title, or interest in any other property in Shoshone County, Idaho, said right, title, or interest shall be and is hereby included with and added to the property described in said "Operating and Management Agreement," subject to all

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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DEC 23 1954

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of Nov. 1954 Docket No. DMEA 3071 Contract No. IDM-E 594
Operator's Name Silver Buckle Mining Co. Minerals Lead-Zinc
Address Box 1088, Wallace Idaho

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts	ft.	14,000.00	80	136,500.00	780	175.00	800	175.00
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping Tunnel Rehab.	ft.	None	None	2,200.00	110	20.00	110	20.00
Trenching								
Test Pits Shaft Station	Unit	None	None	7,000.00	Unit	7000.00	Unit	7,000.00
Roads and Trails								
Instal Track etc.	ft.	None	None	1,350.00	540	2.50	540	2.50
TOTAL DISTRIBUTED COSTS		14,000.00		147,050.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		14,000.00		147,050.00				

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

Date 12/8/54 Operator Silver Buckle Mining Co.

Per [signature] Title Vice Pres.

REMARKS:

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

(Instructions on reverse)

(For Government use only)

of the provisions thereof, to be added to and included with the property described in Article 2 of said Exploration Project Contract between the Government and Silver Buckle.

Dated October 31, 1953.

VINDICATOR SILVER-LEAD MINING COMPANY

By W. J. Logan

By Geo. Stoogman

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

ANNEX I

The undersigned Vindicator Silver-Lead Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, hereinafter called "Vindicator," in consideration of and to induce the making of an Exploration Project Contract between Silver Buckle Mining Company, hereinafter called "Silver Buckle," and the United States of America, acting by and through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and as a part of said Exploration Project Contract, and of even date therewith, hereby represents, undertakes, and agrees as follows:

WHEREAS, Vindicator and Silver Buckle are parties to a certain "Operating and Management Agreement" dated August 7, 1953, by the terms of which Vindicator has granted to Silver Buckle possession and the right to possession of certain mining property therein described, with the exclusive right to explore, develop, mine, and produce minerals therefrom; and

WHEREAS, the said mining property described in said "Operating and Management Agreement," is also included as a part of the property described in Article 2 of said Exploration Project Contract of even date herewith between Silver Buckle and the Government;

NOW THEREFORE, Vindicator hereby represents, undertakes, and agrees as follows:

Should Vindicator now have or hereafter acquire any right, title, or interest in any land adjacent or contiguous to the claims specifically mentioned in Annex II, said right, title, or interest shall be and is hereby included with and added to the property described in said "Operating and Management Agreement," subject to all of

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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DEC 23 1954

December 6, 1954

D.M.E.A.
Field Team, Region 2
United States Bureau of Mines
N. 1201 Division
Spokane, Washington

Refer: Docket No. 3071
IDM - E594

Narrative Report of the Silver Buckle Mining Co.
Vindicator Project

During the month of November, the Vindicator Shaft was deepened an additional 80 feet, making a total depth to date of 780 feet.

Ground encountered during the month was a massive quartzite, intensely bleached, and greenish grey to white in color. At a depth of 725 feet numerous east west quartz veinlets were noted, and range from 1" to 3" wide dipping steeply to the north. Some of these quartz veinlets contained a little scattered sulfide mineralization consisting of pyrite and lead sulfides.

Preparations were made for the cutting of the 750 level station and the loading pocket as the shaft was being sunk. This additional work slowed down our progress for the month considerably.

Preparations have been completed for cold weather, and there are no immediate problems at this time.

SILVER BUCKLE MINING CO.

By G. A. Hansen
G. A. Hansen
Mine Supt.

the provisions thereof, to be added to and included with the property described in Article 2 of said Exploration Project Contract between the Government and Silver Buckle.

Dated December 12, 1953.

VINDICATOR SILVER-LEAD MINING COMPANY

By W. J. Logue, Pres.

By

Code 800

JAN 1 9 1961

Mr. W. J. Logan
President
Vindicator Silver-Lead Mining Company
1120 - 100th Avenue North
Seattle 2, Washington

Re: DMEA-3071 (Lead-Zinc)
Silver Bowlig Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Ida-2394

Dear Mr. Logan:

In reply to your inquiry of January 10, 1961, work under the subject contract was substantially terminated under the provisions of Amendment No. 6, copy enclosed.

By the provisions of the amendment, all production from the property from October 12, 1953, to October 12, 1971, is subject to the Government's royalty unless the Government's participation of $164,819.50 is repaid beforehand. A copy of the Final Report of Review is enclosed.

In addition, any production from outside the land in the contract transported through any of the workings participated in by the Government is also subject to the same terms as production from the land in the contract as shown by Annex IV of the contract, copy enclosed. Here this provision is underscored having been originally in the contract. The Annex lists the royalty rates.

Work under the contract was participated in by the Government at a flat unit price per foot or job whether it cost the Operator more or less. Thus, neither equipment nor materials were involved in the final accounting as far as the Government was concerned.

The information given above supplies the basic facts concerning the Government's lien on production from the contract property or that from outside transported through the DMEA workings.

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. BMRA-3071

ANNEX II

The land referred to in Article 2 specifically refers to the group of claims known as the Vindicator group, and to all right, title, and interest to any claims which the Operator has acquired or may acquire from Vindicator-Silver Lead Mining Company referred to in Annex I of even date with this contract. It includes all the claims specifically mentioned below and any and all adjacent or contiguous land in which the Operator now has or may hereafter acquire any right, title, or interest.

Horn Silver, located October 8, 1889, and recorded in Book J of Quartz Locations, Page 623, October 14, 1889, amended July 19, 1946, and recorded in Book 25 of Quartz Locations, Page 241, August 9, 1946.

Siskiyou Belle Fraction, located March 28, 1892, and recorded in Book M of Quartz Locations, Page 256, April 4, 1892; amended November 15, 1904, and recorded in Book U of Quartz Locations, Page 473, November 16, 1904; amended July 19, 1946, and recorded in Book 25 of Quartz Locations, Page 240, August 9, 1946.

Curragh Buck, located March 29, 1892, and recorded in Book M of Quartz Locations, Page 255, April 4, 1892; amended July 19, 1946, and recorded in Book 25 of Quartz Locations, Page 242, August 9, 1946; amended June 12, 1953, and recorded in Book 25 of Quartz Locations, Page 626, June 15, 1953.

Gentle Annie, located June 26, 1885, and recorded in Book C of Quartz Locations, Page 162, July 6, 1885.

Bulldog Lode, patented March 23, 1923, U. S. Mineral Survey No. 2943, recorded in Deed Book 56, Page 458, April 24, 1923.

Oversight Fraction lode mining claim, located June 16, 1953, and recorded in Book 31 of Quartz Locations, Page 239, August 3, 1953.

Should you desire more detailed information concerning the contract, it is respectfully suggested that the request be addressed to the Silver Buckle Mining Company, c/o Dr. F. E. Scott, president, Box 1068, Wallace, Idaho, the operator under the contract.

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

Enclosures

WHGriswold/gla (1-16-61)
Rewritten by GCSelfridge/hb
(1/18/61)

Copy to: Director's Reading File
Region I (2) w/2 cys incoming letter
CA & A Division
Docket DMEA-3071
G. C. Selfridge
Code 300
Chron (300)

Mr. Clark L. Wilson
1145 - 19th Street, N. W.
Washington, D. C.

Silver Buckle Mining Company
c/o Dr. F. E. Scott, President
Box 1068
Wallace, Idaho

EXPLORATION PROJECT CONTRACTS
SILVER DOLLAR MINING COMPANY
DOCKET NO. MEX-3012

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
Received
DEC 21 1953

ANNEX III

The following provisions are in lieu of Article 6:

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

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

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

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

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

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

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

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

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

*The period [illegible] to substituted for the period ten years.

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

Dr. F. E. Scott, President
Silver Buckle Mining Company
Box 1068
Wallace, Idaho

JAN 30 1958

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-2594

Dear Dr. Scott:

We have been advised by our Field Team that work under the cited contract was not resumed on or before December 31, 1957, as stipulated in amendment No. 6 to the contract, dated August 9, 1957.

By the terms of Item 4(d) of this amendment, all minerals which may be mined or produced from October 12, 1953, to October 12, 1971, are subject to the Government's percentage royalty as set forth in the contract until the sum of $104,619.50 (subject to audit) is repaid.

Payments should be made to the Executive Officer, DMEA Field Team, Region I, South 157 Howard Street, Spokane 4, Washington. Checks should be drawn in favor of the Defense Minerals Exploration Administration. The purchaser should be advised to deduct royalties from the amount due on each shipment and forward the checks to the Executive Officer.

Royalty payments to the Government should be accompanied by suitable evidence, such as copies of the settlement sheets, showing quantity and grade of the products sold, the name of the purchaser, and the price and charges, certified to be correct by the purchaser.

You are requested to notify the Executive Officer of any change in ownership and production rights that might affect the Government's right to its percentage royalty. Also, if production ceases at any time for an extended period please notify the Executive Officer at six-month intervals that such is the case.

WRGriswold/er 1/23/58
Copy to: Docket
Admr R File
Op. Committee
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Region I (2)
Mr. W. J. Logus
Mrs. Kathryn Powers, chron.
Mr. Jay Chambers.

Sincerely yours,

C. O. Mittendorf

Administrator

MF-201

DEPARTMENT OF THE INTERIOR
Bureau of Land Management
RECEIVED
OCT 16 1953

MORTGAGOR'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the owner is the holder of a mortgage, claim, lien, or encumbrance dated December 10, 1950, recorded in Book 19, page 278, of the records of the county of Shoshone, State of Idaho, upon that certain parcel of ground described in a certain Exploration Project Contract dated ....., 195..., between Silver Buckle Mining Company, the owner of said property and the United States of America;

NOW, THEREFORE, the undersigned does by these presents subordinate all of his right, title, and interest in said mortgage, claim, lien, or encumbrance 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 under the provisions of said mortgage, claim, lien, or encumbrance; and

The undersigned agrees to commit no act nor assert any right, title, or interest under said mortgage, claim, lien, or encumbrance that might 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 22nd day of October, 1953.

Kathryn Her X Mark Powers

WITNESS

Lattie N. Hoke

Clarence H. Hoke

U. S. GOVERNMENT PRINTING OFFICE 940767

JAN 30 1958

Mr. Thomas A. Powers
Administrator of the
Estate of Kathryn Powers,
deceased
4831 Shattuck Avenue
Oakland 9, California

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-X54

Dear Mr. Powers:

Enclosed is a copy of a letter to the Operator, pertaining to a Royalty Agreement, which has become effective pursuant to the terms of Amendment No. 6 to the above-cited contract.

This correspondence relates to the Owner's Consent to Lien and the Mortgagee's Subordination Agreement signed by Kathryn Powers on October 28, 1953, and the Consent to Lien signed by you on December 28, 1955. The Government's prior lien on the land and upon any production therefrom will continue in existence for the length of time mentioned in the enclosed copy of the letter to the Operator. You are obligated during that period to commit no act and to assert no claim in conflict with the Government's rights under the Agreement signed by you, and to give advance notice of the Government's rights to any transferee or lessee of any part of your interest in the land or the production therefrom.

Sincerely yours,

C. C. Middleton

Administrator

Enclosure

MRGriswold/er 1/23/58
Copy to: Docket
Admr R File
Op. Committee
Mr. Bishop, USBM
Mr. Killingsard, USGS
Region I (2)
Mr. Chambers
Chron

A TRUE COPY

DEPARTMENT OF THE INTERIOR
Indian Affairs Administration
RECEIVED
NOV 16 1953

Thos. A. Powers
6231 Shattuck Avenue
Oakland 9, California

Oct. 30th, 1953

Mr. Walter J. Logus
1129 - 10th Ave., North
Seattle 2, Washington

Dear Mr. Logus:

You will find enclosed six copies each of Government forms MF-201 and MF-203.

The original of each was signed and the remainder with an X as writing is very difficult for her. The signature and mark were properly witnessed. Trust that this will prove satisfactory.

Mothers right arm is practically useless now. In the event that the "X" is not sufficient for the purpose I will arrange to have a notary come to the house for certification.

Wishing you and the Silver Buckle the best of luck, I beg to remain,

Sincerely,

/S/ Thos. A. Powers

/T/ Thos. A. Powers

A TRUE COPY

Audit Copy

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

AMENDMENT NO. 6

It is agreed this 9th day of August, 1957, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Silver Buckle Mining Company, that Exploration Project Contract No. Idm-8524 (Docket No. DMEA-3071), dated October 12, 1953, as amended, is further amended effective July 1, 1957, as follows:

1. (a) Work under the contract shall be further suspended during the period beginning July 1, 1957, to not later than December 31, 1957.

(b) The Government shall not contribute to any costs incurred by the Operator during the period of suspension or to any costs of rehabilitation or repair which in the Government's opinion would not have occurred had there been no suspension of work.

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

2. The time for completion of the work is further extended from 48 months from the date of the contract (Amendment No. 3) to October 12, 1958.

3. The maximum period for royalty payments and liens to secure them is further extended from "seventeen years" (Amendment No. 4) to "eighteen years from the date of the contract."

4. It is of the essence of this contract that the work be resumed before the termination of the period herein fixed for suspension, and be completed before the termination of the period herein fixed for completion; and if it is not so resumed and so completed, in the manner required by the contract, the following provisions shall thereupon become effective:

(a) The contract and all obligations of the parties thereunder, except as hereinafter otherwise provided, shall be and are hereby terminated, as follows;

(i) Effective May 1, 1955, if the work has not been resumed on or before December 31, 1957;

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 16 1953

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

Name of Claim	Date of Location	Record. Date	Bk. & Pg. Quartz Locations	
Horn Silver Lode	Oct. 8, 1889	Oct. 18, 1889	J	623
Amended	July 19, 1946	Aug. 9, 1946	25	241
Siskiyou Belle Fraction	Mar. 28, 1892	Apr. 9, 1892	M	256
Curragh Buck	Mar. 29, 1892	Apr. 9, 1892	M	255
Amended	July 19, 1946	Aug. 9, 1946	25	242
Amended	June 12, 1953		25	626
Und. ½ Int. Bulldog	Mar. 23, 1923	Apr. 24, 1923	56	458(Deed Bk.)
Overslight Fraction	June 16, 1953	Aug. 3, 1953	31	239
Gentle Annie	June 16, 1885	July 6, 1885	G	162

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

2/ Silver Buckle Mining Company, an Idaho corporation, with its principal place of business at Wallace, Idaho,

hereinafter called the "Operator"; and

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

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

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

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

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

4. Changes and added provisions _____

Dated this 22nd day of October, 1953.

WITNESS X Lettie N Hoke

Kathryn X Powers X [Seal]
HER
KATHRYN POWERS

MARK [Seal]

Clarence F Hoke [Seal]

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

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

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

(ii) Effective October 12, 1958, if the work is resumed by December 31, 1957, but is not completed by October 12, 1958.

(b) The Government will contribute only to the agreed unit costs of any work performed prior to the relevant effective date set forth under 4(a) above.

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

(d) The Operator, as principal if the Operator is the producer, or as surety if the Operator is not the producer, shall pay to the Government the royalty on production provided for in the contract, in the same manner and amount and for the full period provided for in the contract (as amended by this Amendment No. 6), as if certification of discovery or development had been made, such certification being hereby waived by the Operator. In addition, all rights of the Government provided for in the contract with respect to a certification of discovery or development, percentage royalty and liens for its payment, and all rights of the Government as to records, audit, and recovery of any overpayment, are preserved.

(e) The Operator hereby releases and agrees to save the Government harmless from all claims or demands under or arising out of the contract, except as otherwise provided in this Amendment No. 6.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be required to contribute, or the agreed unit cost of any item of work.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By [signature]
Administrator, Defense Minerals Exploration Administration

SILVER BUCKLE MINING COMPANY

By [signature]

Title Vice-President

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

EXTRA COPY
DMEA
RECEIVED 1957

DATE		CODE
10/21	gb	220
		800

So. 157 Howard Street
Spokane 4, Washington

October 17, 1957

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

Enclosed are the Government and Audit copies of Amendment No. 6 to the contract. Other copies of the amendment have already been distributed.

Also enclosed are two copies of a self-explanatory letter dated October 15, 1957 from Jack D. Gay, Treasurer of the Silver Buckle Mining Company, explaining the delay in returning the Government's copies of the amendment to this office.

Sincerely yours,

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I

Enclosures

cc: USBM (2)
USBM (AD)
Sample

A TRUE COPY

Thos. A. Powers
6231 Shattuck Avenue
Oakland 9, California

Oct. 30th, 1953

Mr. Walter J. Logus
1129 - 10th Ave., North
Seattle 2, Washington

Dear Mr. Logus:

You will find enclosed six copies each of Government forms MF-201 and MF-203.

The original of each was signed and the remainder with an X as writing is very difficult for her. The signature and mark were properly witnessed. Trust that this will prove satisfactory.

Mothers right arm is practically useless now. In the event that the "X" is not sufficient for the purpose I will arrange to have a notary come to the house for certification.

Wishing you and the Silver Buckle the best of luck, I beg to remain,

Sincerely,

/S/ Thos. A. Powers

/T/ Thos. A. Powers

A TRUE COPY

Government's Copy

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 1 1957

DATE	INITIALS	CODE

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

Amendment No. 5

It is agreed this 18th day of January, 1957, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Silver Buckle Mining Company, that Exploration Project Contract No. Idm-E594 (Docket No. DMEA-3071), dated October 12, 1953, as amended, is further amended, as follows:

1. (a) Work under the Contract shall be suspended during the period beginning January 1, 1957, and ending not later than July 1, 1957.

(b) The Government shall not contribute to any costs incurred by the Operator during the period of suspension or to any costs of rehabilitation or repair which, in the Government's opinion, would not have occurred if there had been no suspension of the work.

(c) The Operator at its own cost and expense, without contribution by the Government, during the period of suspension shall preserve and protect the project work and any property in which the Government has an interest.

2. The time fixed for completion of the work, which was extended by Amendment No. 4 to 44 months from the date of the Contract, is further extended to 48 months from the date of the Contract.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be required to contribute, or the agreed unit cost of any item of work.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C. Mitchell
Administrator, Defense Minerals
Exploration Administration

SILVER BUCKLE MINING COMPANY

By [signature]

Title Vice-President

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

DEPARTMENT OF THE INTERIOR
Solid Minerals Administration
RECEIVED
OCT 16 1953

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

Name of Claim	Date of Location	Record. Date	Bk.	Pg. Quartz Locations
Horn Silver Lode	Oct. 8, 1889	Oct. 18, 1889	J	623
Amended	July 19, 1946	Aug. 9, 1946	25	241
Dishiyou Lelie Fraction	Mar. 28, 1892	Apr. 9, 1892	H	256
Curragh Duck	Mar. 29, 1892	Apr. 9, 1892	H	255
Amended	July 19, 1946	Aug. 9, 1946	25	242
Amended	June 12, 1953		25	626
Und. & Int. Bulldog	Mar. 23, 1923	Apr. 28, 1923	56	458 (Deed Bk.)
Overslight Fraction	June 16, 1953	Aug. 3, 1953	31	239
Gentle Annie	June 16, 1885	July 7, 1885	C	162

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

2/ Silver Buckle Mining Company, an Idaho corporation, with its principal place of business at Wallace, Idaho,

hereinafter called the "Operator"; and

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

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

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

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

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

4. Changes and added provisions

Dated this 22nd day of October, 1953.

Vindicated Silver-Lead Mining Co.
By: M. J. Logan President [Seal]
Attest: [illegible] Secretary [Seal]
[Seal]

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

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

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

Government's copy

RECEIVED
AUG 13 1956

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

AMENDMENT NO. 4

It is agreed this 25th day of July, 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Silver Buckle Mining Company that Exploration Project Contract Idm-E594 (Docket No. DMEA-3071), dated October 12, 1953, as amended, is further amended as follows:

In Amendment No. 3:

1. In paragraph 1, substitute the date "January 1, 1957," for the date "July 1, 1956."

2. In paragraph 2, substitute the period "44 months" for the period "38 months."

3. In Annex IV attached to Amendment No. 3, substitute the period "seventeen years" for the period "sixteen years."

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be required to contribute, or the agreed unit cost of any item of work.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By O. Mitchell
Administrator, Defense Minerals
Exploration Administration

SILVER BUCKLE MINING COMPANY

By [signature]

Title Vice-President

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

Government's Co

RECEIVED
MAY 7 - 1956

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

Amendment No. 3

Because of failure of the Operator (Silver Buckle Mining Company) to supply new Consents to Lien on Form MF-203 (Revised March 24, 1955), Amendment No. 2 is hereby cancelled.

It is agreed this 15th day of March, 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Silver Buckle Mining Company that Exploration Project Contract No. Idm-E594 (Docket No. DMEA-3071), dated October 12, 1953, as amended, is hereby further amended as follows:

1. Work under the Contract shall be suspended during the period beginning May 1, 1955, and ending not later than July 1, 1956.

2. The time fixed by Article 3 of the Contract for completion of the work, extended by Amendment No. 1 to 36 months, is further extended to 38 months.

3. In Article 7, all of the second sentence beginning with the word "Provided," is deleted.

4. Annex III of the Contract, which replaced Article 6 of the Contract, and Article 9 of the Contract are deleted and the attached Annex IV is added in lieu thereof.

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

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C. Mittendorf
Administrator, Defense Minerals
Exploration Administration

SILVER BUCKLE MINING COMPANY

By [illegible]

Title Vice Pres.

MF-200 (A)
(February 1952)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 16 1953

DOCKET NO. DMEA 3071

COMMODITY Lead-Zinc

Government's copy

IDM-E 594

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

EXPLORATION PROJECT CONTRACT [1]
(Short Form)

IT IS AGREED this 12th day of October, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Silver Buckle Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, whose address is Box 1088, Wallace, Idaho

hereinafter called the "Operator," as follows: and as set forth in Annexes I, II,&III, attached hereto and made a part hereof:

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

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Idaho, County of Shoshone, described as follows: [3] See Annex II, and as indicated on map attached hereto and made a part hereof, entitled "Key Map Showing Location Vindicator Relative to Other Properties - Docket No. DMEA-3071,"

the Operator represents and undertakes: [4]

(*a*) That the Operator has acquired certain rights under a contract referred to in Annex I and is XXXXXXXXX in possession and entitled to possession, and that XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX the subordination agreement of Kathryn Powers and the Owners' Consents to Lien of Kathryn Powers and Vindicator Silver-Lead Mining Company are attached.

(*b*) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

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

ARTICLE 3. *Exploration project.*—The Operator, within 90 days from the date of this contract shall commence work on a project of exploration for [5] Lead-Zinc

in or upon the described land; and shall bring the project to completion within a period of two (2) years from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 50 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $114,750.00, which is 50 percent of $229,500.00 the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

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

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

16—66329-1

(3)

RECEIVED
MAY 7 - 1956

ANNEX IV

The following provisions are in lieu of Articles 6 and 9, x and Annex III of the Contract:

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

b. Royalty on production.--The Operator, as principal, if the Operator is the producer, or as surety, if the Operator is not the producer, shall pay to the Government a royalty on all minerals mined or produced from the land,[1] as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years[2] from the date of the contract, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; and [3]

c. Basis for computation.--The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f.o.b. point); except, that charges of the buyer arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by the buyer, sampling and assaying to determine the value of the production sold, and freight paid by the buyer to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling or assaying, or transportation, performed or paid by the

1/ The "land" refers to the land described in Article 2 of the Contract.

2/ Pursuant to Amendment No. 1, the words "ten years" are changed to read "sixteen years."

3/ (3) in addition to royalty payable under either clauses (1) or (2) above, and regardless of any certification of discovery or development, with respect to all minerals or ores transported through any of the workings described in Exhibit "A," for the period of time prescribed in clause (2) of this paragraph (b).

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9. *Changes and added provisions* _____

Executed in sextuplicate the day and year first above written.

SILVER BUCKLE MINING COMPANY
(Operator)

By F. E. Scott

THE UNITED STATES OF AMERICA

By C. Mitchener
Administrator, Defense Minerals Exploration Administration

I, Alden Hull, certify that I am the [redacted] secretary of the corporation named as Operator herein; that F. E. Scott, President, who signed this contract on behalf of the Operator, was then of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Alden Hull

[CORPORATE SEAL]

Operator or by anyone other than the buyer, are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent) applied to the raw ore or other production after it is extracted from the ground, to put it into a commercially marketable form; excluding fabricating or manufacturing.

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

e. Percentages of royalty.--The percentages of the Government's royalty shall be as follows:

> One and one-half ($1\frac{1}{2}$) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half ($\frac{1}{2}$) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.
>
> (For instance: the royalty on an amount of five dollars ($5.00) per ton, would be one and one-half ($1\frac{1}{2}$) percent; on an amount of ten dollars ($10.00) per ton, three and one-half ($3\frac{1}{2}$) percent.)

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

ANNEX III

The following provisions are in lieu of all of paragraph (a) of Article 6 which precedes the colon:

If the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after a sufficient, complete, final report and final account referred to in the contract has been rendered, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2, as follows: (1) Regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production (including any bonuses), in whatever form disposed of, including ore, concentrates, or metal, as follows:

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

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

h. No obligation to produce.--Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

i. Government not obligated to buy.--Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

58694

DEPARTMENT OF THE INTERIOR
Bureau of Mines
RECEIVED
NOV 1 8 1953

A F F I D A V I T

STATE OF IDAHO)
) ss
County of Shoshone)

F. E. SCOTT, being first duly sworn, deposes and says:

That he is President of the Silver Buckle Mining Company, an Idaho corporation, with its principal place of business being at Wallace, Shoshone County, Idaho.

That said company has no lien, encumbrance, pledges or mortgages against any claims held by said company, or against any claims upon which it has exploration and/or development rights.

Furthermore affiant sayeth not.

F E Scott

Subscribed and sworn to before me this 22nd day of October, 1953.

Alden Hull
Notary Public in and for the State of Idaho, residing at Wallace, Idaho.

MF-203
Revised March 24, 1955

DMEA

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator Silver Buckle Mining Co.
Docket No. DMEA- 3071
Contract No. Idm-E 594
Contract Date Oct. 12, 1953

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MAY 7 - 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Shoshone, State of Idaho, described ~~as follows~~ in article 2, Annex ~~II~~, and maps of Exploration Project Contract Idm-E594 (Docket No. DMEA 3071) with Silver Buckle Mining Company, which descriptions are incorporated herein by reference.

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

amendment No. 2 to the contract

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

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

None

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

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

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

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

A F F I D A V I T

STATE OF IDAHO)
) ss
County of Shoshone)

HARRY F. MAGNUSON, being first duly sworn deposes and says:

That he is the Secretary-Treasurer of the Vindicator Silver-Lead Mining Company and that as of this date said Vindicator Silver-Lead Mining Company has no indebtedness nor is any of its property encumbered with a lien, mortgage or pledge except as follows:

A mortgage to secure a production note in the amount of $20,000.00 dated December 10, 1950 and recorded July 7, 1953, Book 19 of Mortgages, page 278, records of Shhshone County, Idaho.

Furthermore affiant sayeth not.

Harry F. Magnuson

Subscribed and sworn to before me this 31 day of October, 1953.

Margaret Leatherstone
Notary Public in and for the State of Idaho, residing at Wallace, Idaho

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

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

_____

Dated this 28th day of Dec, 195V.

_____ [Seal]
Kathryn Powers

_____ [Seal]

Thomas A Powers [Seal]
Adm of Est Kathryn Powers, dec

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

_____ [Corporate Seal]

MINERAL LANDS BELONGING TO SILVER BUCKLE MINING COMPANY

The following unpatented lode mining claims situated in Placer Center Mining District, Shoshone County, Idaho;

MERIT NO. 1, the original location of which is recorded in Book "28" of Quartz Locations at page 11.

Amended Location Book "25" Quartz Locations, Page 517

MERIT NO. 2, the original location of which is recorded in Book "28" of Quartz Locations at page 11.

Amended Location Book "25" of Quartz Locations, Page 518

MERIT NO. 3, the original location of which is recorded in Book "30" of Quartz Locations at page 71.

Amended Location Book "25" of Quartz Locations, Page 519

MERIT NO. 4, the original location of which is recorded in Book "30" of Quartz Locations at page 72.

Amended Location Book "25" of Quartz Locations, Page 520.

MERIT NO. 5, the original location of which is recorded in Book "30" of Quartz Locations at page 73.

Amended Location Book "25" of Quartz Locations, Page 521.

MERIT NO. 6, the original location of which is recorded in Book "30" of Quartz Locations at page 74.

Amended Location Book "25" of Quartz Locations, Page 522

MERIT NO. 7, the original location of which is recorded in Book "30" of Quartz Locations at page 75.

Amended Location Book "25" of Quartz Locations, Page 523.

MERIT NO. 8, the original location of which is recorded in Book "31" of Quartz Locations at page 98.

COLLEEN NO. 1, the original location of which is recorded in Book "30" of Quartz Locations at page 284.

COLLEEN NO. 2, the original location of which is recorded in Book "30" of Quartz Locations at page 285.

COLLEEN NO. 3, the original location of which is recorded in Book "30" of Quartz Locations at page 286.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
No. 157 Howard Street
Spokane 4, Washington

RECEIVED
MAY 7 - 1956

May 1, 1956

Mr. George C. Salfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Co.
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-259A

Dear Mr. Salfridge:

Enclosed are the Government, docket, and division copies of Amendment No. 3 together with three copies of a Consent to lien signed by Thomas A. Powers as Administrator of the estate of Kathryn Powers. The consent to lien required to be signed by the Vindicator Silver-Lead Mining Company has not yet been returned to us; however, even though it is no longer a requirement by virtue of Amendment No. 2 being executed we have, nevertheless, urged the Silver Buckle Mining Company to obtain it if possible.

Enclosed also are two copies of a letter dated April 26 from the company, together with our answer of May 1.

By copy of this letter both Amendments 2 and 3 are distributed to the Finance Office.

Sincerely,

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW District

Enclosures

cc: Finance Office w/Amendments 2 and 3
DMEA (2)
Fryklund

COLLEEN NO. 4, the original location of which is recorded in Book "30" of Quartz Locations at page 287.

COLLEEN NO. 5, the original location of which is recorded in Book "30" of Quartz Locations at page 288.

COLLEEN NO. 6, the original location of which is recorded in Book "30" of Quartz Locations at page 289.

COLLEEN NO. 7, the original location of which is recorded in Book "30" of Quartz Locations at page 290.

COLLEEN NO. 8, the original location of which is recorded in Book "30" of Quartz Locations at page 291.

COLLEEN NO. 9, the original location of which is recorded in Book "30" of Quartz Locations at page 292.

COLLEEN NO. 10, the original location of which is recorded in Book "30" of Quartz Locations at page 2 93.

COLLEEN NO. 11, the original location of which is recorded in Book "30" of Quartz Locations at page 294.

COLLEEN NO. 12, the original location of which is recorded in Book "30" of Quartz Locations at page 295.

COLLEEN NO. 13, the original location of which is recorded in Book "30" of Quartz Locations at page 296.

COLLEEN NO. 14, the original location of which is recorded in Book "30" of Quartz Location at page 297.

COLLEEN NO. 15, the original location of which is recorded in Book "30" of Quartz Locations at page 298.

COLLEEN NO. 16, the original location of which is recorded in Book "30" of Quartz Locations at page 299.

COLLEEN NO. 17, the original location of which is recorded in Book "30" of Quartz Locations at page 300.

COLLEEN NO. 18, the original location of which is recorded in Book "30" of Quartz Locations at page 303.

COLLEEN NO. 19, the original location of which is recorded in Book "30" of Quartz Locations at page 304.

COLLEEN NO. 20, the original location of which is recorded in Book "30" of Quartz Locations at page 305.

COLLEEN NO. 21, the original location of which is recorded in Book "30" of Quartz Locations at page 306.

Government's copy

RECEIVED
FEB 17 1956

AMENDMENT NO. 2
To
EXPLORATION PROJECT CONTRACT Idm-E594
(DOCKET NO. DMEA-3071)
between
UNITED STATES OF AMERICA
and
SILVER BUCKLE MINING COMPANY

It is agreed that Amendment No. 1 to Contract Idm-E594 (Docket No. DMEA-3071) is hereby amended as follows:

1. Paragraph (a) of section 1 of Amendment No. 1 is amended to read as follows:

(a) Work under the contract shall be suspended during the period beginning May 1, 1955, and ending not later than January 1, 1956.

2. Section 2 of Amendment No. 1 is amended to read as follows:

2. The time fixed by article 3 of the contract for completion of the work is extended to 38 months.

This Amendment No. 2 shall be effective only if new Consents to Lien on Form MF-203 (Revised March 24, 1955) are first executed by the owners of the lands covered by the contract.

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

Executed in sextuplicate this 1st day of November, 1955.

THE UNITED STATES OF AMERICA

By Frank E. Johnson
ACTING Administrator, Defense Minerals Exploration Administration

SILVER BUCKLE MINING COMPANY

By [signature]

Title Pres

COLLEEN NO. 22, the original location of which is recorded in Book "30" of Quartz Locations at page 307.

COLLEEN NO. 23, the original location of which is recorded in Book "30" of Quartz Locations at page 308.

COLLEEN NO. 24, the original location of which is recorded in Book "30" of Quartz Locations at page 309.

COLLEEN NO. 25, the original location of which is recorded in Book "30" of Quartz Locations at page 310.

COLLEEN NO. 26, the original location of which is recorded in Book "30" of Quartz Locations at page 311.

COLLEEN NO. 27, the original location of which is recorded in Book "30" of Quartz Locations at page 312.

COLLEEN NO. 28, the original location of which is recorded in Book "30" of Quartz Locations at page 313.

COLLEEN NO. 29, the original location of which is recorded in Book "30" of Quartz Locations at page 314.

COLLEEN NO. 30, the original location of which is recorded in Book "30" of Quartz Locations at page 315.

COLLEEN NO. 31, the original location of which is recorded in Book "30" of Quartz Locations at page 316.

COLLEEN NO. 32, the original location of which is recorded in Book "31" of Quartz Locations at page 7.

COLLEEN NO. 33, the original location of which is recorded in Book "31" of Quartz Locations at page 8.

COLLEEN NO. 34, the original location of which is recorded in Book "31" of Quartz Locations at page 9.

COLLEEN NO. 35, the original location of which is recorded in Book "31" of Quartz Locations at page 10.

COLLEEN NO. 36, the original location of which is recorded in Book "31" of Quartz Locations at page 11.

(Note: COLLEEN Nos. 32, 33, 34, 35 and 36 cover identical ground as COLLEEN Nos. 6,7,8,9 and 10 inclusive)

COLLEEN NO. 37, the original location of which is recorded in Book "31" of Quartz Locations at page 12.

(Note: COLLEEN No. 37 covers identical ground as COLLEEN No. 13)

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

RECEIVED
FEB 17 1956

So. 157 Howard Street
Spokane 4, Washington

February 13, 1956

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-2594

Dear Mr. Selfridge:

Enclosed are the Government, Docket and Division copies of Amendment No. 2 as requested in your letter of February 6. We will retain the others and distribute with Amendment 3, which will be written in Washington.

Approximately 400 feet of work remains to be done, most of which will be used to drive to and beyond the Paymaster fault. This could certainly be done in 2½ months' time. The operator has not yet managed to get all of the necessary consents to lien and we cannot predict when this will happen, but certainly July 1, 1956 should be the end of the recess period.

The extension of the contract to 38 months, as was done by Amendment No. 2, should still give adequate time to finish contract work.

By Field Team, Region I, MN Dist.

A. E. Weissenborn, Exec. Officer
U. S. Geological Survey

Wing G. Agnew, Member
U. S. Bureau of Mines

Enclosures

cc: USGS (2)
USBM (AD)
Fryklund

HUB NO. 1, The original location of which is recorded in Book "30" of Quartz Locations at page 329.

HUB NO. 2, the original location of which is recorded in Book "30" of Quartz Locations at page 330.

HUB NO. 3, the original location of which is recorded in Book "30" of Quartz Locations at page 331.

HUB NO. 4, the original location of which is recorded in Book "30" of Quartz Locations at page 332.

HUB NO. 5, the original location of which is recorded in Book "30" of Quartz Locations at page 333.

HUB NO. 6, the original location of which is recorded in Book "30" of Quartz Locations at page 334.

I A No. 1, the original location of which is recorded in Book "30" of Quartz Locations at page 323.

I A No. 2, the original location of which is recorded in Book "30" of Quartz Locations at page 324.

I A No. 3, The original location of which is recorded in Book "30" of Quartz Locations at page 325.

I A No. 4, the original location of which is recorded in Book "30" of Quartz Locations at page 326.

I A No. 5, the original location of which is recorded in Book "30" of Quartz Locations at page 327.

I A No. 6, the original location of which is recorded in Book "30" of Quartz Locations at page 328.

G S A No. 1, the original location of which is recorded in Book "30" of Quartz Locations at page 317.

G S A No. 2, the originallocation of which is recorded in Book "30" of Quartz Locations at page 318.

G S A No. 3, the original location of which is recorded in Book "30" of Quartz Locations at page 319.

G S A No. 4, the original location of which is recorded in Book "30" of Quartz Locations at page 320.

G S A No. 5, the original location of which is recorded in Book "30" of Quartz Locations at page 321.

G S A No. 6, the original location of which is recorded in Book "30" of Quartz Locations at page 322.

HL HQ No. 1, the original location of which is recorded in Book "31" of Quartz Locations at page 80.

Government's copy

RECEIVED
JUN 20 1955

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

AMENDMENT NO. 1

It is agreed this 25th day of May, 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Silver Buckle Mining Company, that Exploration Project Contract Idm-E594 (Docket No. DMEA-3071), dated October 12, 1953, is amended effective May 1, 1955, as follows:

1. (a) Work under the Contract shall be suspended during the period beginning May 1, 1955, and ending not later than November 1, 1955.

(b) No costs incurred by the Operator during the period of suspension shall be allowable for contribution by the Government, and the Government shall not contribute to any costs of rehabilitation or repair which, in its opinion, would not have occurred if there had been no suspension of the work.

(c) The Operator at his own cost and expense, without contribution by the Government, during the period of suspension shall preserve and protect the project work and any property in which the Government has an interest.

2. The time fixed for completion of the work is extended to "36 months."

3. The period "16 years" is substituted for the period "15 years" wherever the latter period is set forth in the contract.

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

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C. Mittenzwey
Administrator, Defense Minerals Exploration Administration

SILVER BUCKLE MINING COMPANY

By Clark L. Wilson

Clark L. Wilson, Vice-President

HI HO No. 2, the original location of which is recorded in Book "31" of Quartz Locations at page 81.

HI HO No. 3, the original location of which is recorded in Book "31" of Quartz Locations at page 82.

HI HO No. 4, the original location of which is recorded in Book "31" of Quartz Locations at page 83.

HI HO No. 5, the original location of which is recorded in Book "31" of Quartz Locations at page 84.

HI HO No. 6, the original location of which is recorded in Book "31" of Quartz Locations at page 85.

HI HO No. 7, the original location of which is recorded in Book "31" of Quartz Locations at page 86.

HI HO No. 8, the original location of which is recorded in Book "31" of Quartz Locations at page 87,

HI HO No. 9, the original location of which is recorded in Book "31" of Quartz Locations at page 88.

HI HO No. 10, the original location of which is recorded in Book "31" of Quartz Locations at page 89.

(Note: HI HO Nos. 1 to 10 inclusive covers identical ground as COLLEEN Nos. 1 to 10 inclusive, and HI HO Nos. 1, 3, 5, 7 and 9 inclusive covers identical ground as COLLEEN Nos. 6, 7, 8, 9 and 10 inclusive)

BRASS HOMESTEAD:

Contract with Anna Brass, dated December 27, 1950, recorded December 28, 1950 In Book "J" of Agreements at page 128, for the purchase of the Northwest Quarter (NW¼) of Section Twenty Eight (28), Township Forty Eight (48) North, Range Four (4) E.B.M., subject to the following exceptions and exclusions:

1. A strip of land ten (10) feet in width conveyed to Hercules Mining Company by deed recorded in Book "42" of Deeds at page 219 Records of Shoshone County.

2. A lease in favor of E. I. Dupont de Nemours & Company, recorded in Book "C" of Leases at page 116 Records of Shoshone County, Idaho.

DMEA Form 14

Contract No. Idm-E 594

Docket No. 3071

DEPARTMENT OF THE INTERIOR

Terminated contract

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Obligation Document

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

Please make the following entry on the records of the Defense Minerals Exploration Administration under the Strategic and Critical Minerals Exploration Program.

Date of Contract	Region	State	Commodity
October 12, 1953	I	Idaho	Lead-Zinc

Name and Address of Operator: Silver Buckle Mining Co.

	Reserve	Obligation
Prior Amount	0	114,750.00
Increase	0	0
Decrease	0	9,830.50
Revised Amount	0	104,919.50

Remarks:

(Name)
Allen S. Dakan, Chief
Operations Control and
Statistics Division
(Title)

Date delivered to Bureau of Mines, Washington 4/28/58

22845

3. A right-of-way fifty (50) feet in width conveyed to The Washington Water Power Company, at page 88, Records of Shoshone County, Idaho.

4. A right-of-way or easement in favor of Zanetti Brothers for maintenance of mill tailing flume.

5. A surface tract, containing approximately 4.777 acres conveyed to Vulcan Silver-Lead Corporation by deeds recorded in Book "79" of Deeds at page 663, and Book "80" of deeds at page 17, records of Shoshone County, Idaho

NORTHERN PACIFIC LAND:

Contract dated January 30, 1948, as modified February 10, 1949, and extended to January 30, 1952, relating to mineral rights in portions of Sections Twenty Seven (27) and Thirty five (35), Township Forty Eight (48) North, Range Four (4) E. B. M.

STATE LAND:

Lease No. 756 from Idaho State Board of Land Commissioners, dated October 20th, 1947, covering mineral rights on School Section No. Thirty Six (36), Township Forty Eight (48) North, Range Four (4) E. B. M.

DeLANGHE CONTRACT:

Contract with Phillip DeLanghe and Matilda DeLanghe, husband and wife, dated September 29, 1947, covering mineral rights on portions of Sections Twenty One (21) and Twenty Eight (28), Township Forty Eight (48) North, Range Four (4) E. B. M.

DeBLOCK CONTRACT:

Contract with Peter DeBlock and Clothilda DeBlock, husband and wife, dated September 29, 1947, covering mineral rights on portions of Section Twenty-eight (28), Township Forty Eight (48) North, Range Four (4) E.B.M.

SCHOOL DISTRICT LEASE:

Application is pending for lease from Independent School District No. Eight (8), covering mineral rights in the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) of Section Twenty-seven (27), Township Forty-eight (48) North, Range Four (4) E. B. M.

Dock[illegible] No. DMEA 307

Commodity Lead-Zinc

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REVISED CONTRACT

STRATEGIC AND CRITICAL MINERALS EXPLORATION PROGRAM

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

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

Contract No. Idm-E 594

Date of Contract ~~or Amendment~~: October 12, 1953

Name and Address of Operator:

Silver Buckle Mining Co.
(no address given)
(Assignee of Vindicator Silver-Lead Mining Co.)

Amount of Government participation $ 114,750.00

Percent of Government participation 50 %

Region: II State: Idaho

Note: This documents establishes the amount shown above and cancels the previous obligation of $108,137.75 given to the Vindicator Silver-Lead Mining Co.

Jay L. Chambers
(Name)

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

Date Delivered to Bureau of Mines, Washington. 10-13-53 13908

PINE NO. 1, the original location of which is recorded in Book "30" of Quartz Locations at page 608,

PINE NO. 2, the original location of which is recorded in Book "30" of Quartz Locations at page 609.

PINE NO. 3, the original location of which is recorded in Book "30" of Quartz Locations at page 610.

PINE NO. 4, the original location of which is recorded in Book "30" of Quartz Locations at page 611.

PINE NO. 5, the original location of which is recorded in Book "30" of Quartz Locations at page 612.

PINE NO. 6, the original location of which is recorded in Book "30" of Quartz Locations at page 613.

FIR NO. 1, the original location of which is recorded in Book "30" of Quartz Locations at page 614.

FIR NO. 2, the original location of which is recorded in Book "30" of Quartz Locations at page 615.

FIR NO. 3, the original location of which is recorded in Book "30" of Quartz Locations at page 616.

FIR NO. 4, the original location of which is recorded in Book "30" of Quartz Locations at page 617.

FIR NO. 5, the original location of which is recorded in Book "30" of Quartz Locations at page 618.

FIR NO. 6, the original location of which is recorded in Book "30" of Quartz Locations at page 619.

CEDAR NO. 1, the original location of which is recorded in Book "30" of Quartz Locations at page 620.

CEDAR NO. 2, the original location of which is recorded in Book "30" of Quartz Locations at page 621.

CEDAR NO. 3, the original location of which is recorded in Book "30" of Quartz Locations at page 622.

CEDAR NO. 4, the original location of which is recorded in Book "30" of Quartz Locations at page 623.

CEDAR NO. 5, the original location of which is recorded in Book "30" of Quartz Locations at page 624.

CEDAR NO. 6, the original location of which is recorded in Book "30" of Quartz Locations at page 625.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
... 2 1953

DOCKET NO. D[illegible]A 3071

MF-200 (A)
(February 1952)

COMMODITY Lead-Zinc
IDM-E594

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

Government's Copy

EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 12th day of October, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Silver Buckle Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, whose address is Box 1088, Wallace, Idaho

~~and as set forth in Annexes I, II, & III,~~
hereinafter called the "Operator," as follows: attached hereto and made a part hereof:

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

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Idaho, County of Shoshone, described as follows:[3] See Annex II, and as indicated on maps attached hereto and made a part hereof, entitled "Key Map Showing Location Vindicator Relative to Other Properties - Docket No. DMEA-3071," and "Vindicator Silver Lead Mng. Co., Property Map, Nov. 1953,"

the Operator represents and undertakes:[4] has acquired certain rights under a contract referred to in Annex I and is

(*a*) That the Operator XXXXXXXXX in possession and entitled to possession, and that XXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX the subordination agreement of Kathryn Powers and the Owners' Consents to Lien of Kathryn Powers and Vindicator Silver-Lead Mining Company are attached.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

ARTICLE 3. *Exploration project.*—The Operator, within 90 days from the date of this contract shall commence work on a project of exploration for[5] Lead-Zinc

in or upon the described land; and shall bring the project to completion within a period of 30 months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 50 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $114,750.00 which is 50 percent of $229,500.00 the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

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

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

CEDAR NO. 7, the original location of which is recorded in Book "30" of Quartz Locations at page 626.

CEDAR NO. 8, the original location of which is recorded in Book "30" of Quartz Locations at page 627.

OAK NO. 1, the original location of which is recorded in Book "30" of Quartz Locations at page 628.

OAK NO. 2, the original location of which is recorded in Book "30" of Quartz Locations at page 629.

OAK NO. 3, the original location of which is recorded in Book "30" of Quartz Locations at page 630.

OAK NO. 4, the original location of which is recorded in Book "30" of Quartz Locations at page 631.

OAK NO. 5, the original location of which is recorded in Book "30" of Quartz Locations at page 632.

OAK NO. 6, the original location of which is recorded in Book "30" of Quartz Locations at page 633.

GUM NO. 1, the original location of which is recorded in Book "30" of Quartz Locations at page 634.

GUM NO. 2, the original location of which is recorded in Book "30" of Quartz Locations at page 635.

GUM NO. 3, the original location of which is recorded in Book "30" of Quartz Locations at page 636.

GUM NO. 4, the original location of which is recorded in Book "30" of Quartz Locations at page 637.

GUM NO. 5, the original location of whichis recorded in Book "30" of Quartz Locations at page 638.

GUM NO. 7, the original location of which is recorded in Book "30" of Quartz Locations at page 639.

GUM NO. 8, the original location of which is recorded in Book "30" of Quartz Locations at page 640.

UHL CONTRACT Contract with Chester and Edith Uhl, husband and wife, dated November 8th, 1951, covering Mineral rights on portions of Section twenty-seven (27), Township Forty-eight (48) North, Range Four (4) E. B. M.

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

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

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

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

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

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

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

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

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

(*d*) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations. See Annex III, substituted for Article 6.

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided*, that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years* from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator. *The words "10 years" are changed to read "15 years."

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

ARTICLE 9. *Changes and added provisions* In section b, "Percentage Royalty," Annex III, the period at the end of the first sentence is changed to a semicolon, and the following is added thereafter: and (3) regardless of any certification of discovery or development, with respect to minerals or ores transported through any of the workings described in Exhibit "A", for a period of 15 years from the date of this contract or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first.

Executed in sextuplicate the day and year first above written.

SILVER BUCKLE MINING COMPANY
(Operator)

By F. E. Scott

THE UNITED STATES OF AMERICA

By C. Mitteudorf
Administrator, Defense Minerals Exploration Administration

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

Alden Hull [CORPORATE SEAL]

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

STATUS OF TITLE

VINDICATOR SILVER LEAD MINES

The Vindicator Group of mining claims situated in the Hunter Mining District, Shoshone County, Idaho, consists of the following:

HORN SILVER, located October 8, 1899, recorded October 14, 1889, Book "J" Quartz Locations, Page 623; Location Amended July 19, 1946, Amended Location recorded August 9, 1946 in Book "25" of Quartz Locations at page 241.

SISKIYOU BELLE FRACTION, located March 28, 1892, recorded April 4, 1892, Book "M" at page 256; Location Amended November 15, 1904, Amended Location recorded November 16, 1904 in Book "U" of Quartz Locations at page 473; Location Amended July 19, 1946, Amended Location recorded August 9, 1946 in Book "25" of Quartz Locations at page 240.

CURRAGH BUCK, located March 29, 1892, recorded April 4, 1892, in Book "M", Page 255; Location Amended July 19, 1946, Amended Location recorded August 9, 1946, in Book "25" of Quartz Locations at page 242; Location Amended June 12, 1953, Amended Location recorded June 15, 1953, Book "25" of Quartz Locations at page 626.

GENTLE ANNIE, located June 26, 1885, recorded July 6, 1885, Book "C" of Quartz Locations at page 162.

BULLDOG LODE, Patented March 23, 1923, U. S. Mineral Survey No. 2943, recorded April 24, 1923, in Deed Book "56" at page 458. An undivided interest held by Vindicator.

OVERSIGHT FRACTION, located June 16, 1953, and recorded August 3, 1953, in Book "31" of Quartz Locations at page 239.

There was inadvertently included in the original list of claims a fraction designated as Overlook. The fraction intended to be covered by the Overlook was included in the Oversight Fraction.

Title to the above claims appears to be vested in the Vindicator Silver-Lead Mining Company subject to certain contractural obligations, more in particular as follows:

Kathryn Powers - Vindicator

The heretofore described claims, except Oversight Fraction, were conveyed to one Kathryn Powers by deed dated December 10, 1945.

On or about December 10, 1950, Kathryn Powers entered into an

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

ANNEX I

The undersigned Vindicator Silver-Lead Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, hereinafter called "Vindicator," in consideration of and to induce the making of an Exploration Project Contract between Silver Buckle Mining Company, hereinafter called "Silver Buckle," and the United States of America, acting by and through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and as a part of said Exploration Project Contract, and of even date therewith, hereby represents, undertakes, and agrees as follows:

WHEREAS, Vindicator and Silver Buckle are parties to a certain "Operating and Management Agreement" dated August 7, 1953, by the terms of which Vindicator has granted to Silver Buckle possession and the right to possession of certain mining property therein described, with the exclusive right to explore, develop, mine, and produce minerals therefrom; and

WHEREAS, the said mining property described in said "Operating and Management Agreement," is also included as a part of the property described in Article 2 of said Exploration Project Contract of even date herewith between Silver Buckle and the Government;

NOW THEREFORE, Vindicator hereby represents, undertakes, and agrees as follows:

Should Vindicator now have or hereafter acquire any right, title, or interest in any land adjacent or contiguous to the claims specifically mentioned in Annex II, said right, title, or interest shall be and is hereby included with and added to the property described in said "Operating and Management Agreement," subject to all of

agreement with Vindicator Silver Lead Mining Company whereby she agreed to convey said claims to Vindicator upon receipt of $20,000.00 to be paid from 15% royalty on net smelter returns. The royalty payments were evidenced by a "production note" secured by a first mortgage upon all the real and personal property. The deed of conveyance and the said mortgage were deposited in escrow in the Idaho First National Bank, Wallace, Idaho.

The deed from Kathryn Powers to Vindicator Silver Lead Mining Company, dated December 10, 1950, was recorded August 13, 1951 in Deed Book "85" at page 419, records of Shoshone County, Idaho. The mortgage dated December 10, 1950, was recorded July 7, 1953, Book "19" of Mortgages, at page 78 records of Shoshone County, Idaho.

July 8, 1953 the said Kathryn Powers and Vindicator entered into a Memorandum of Agreement whereby Kathryn Powers waived all defaults, if any, in the aforementioned agreement of December 10, 1950.

Also on July 8, 1953, the same parties entered into a Supplemental Agreement wherein Kathryn Powers did agree to modification in the method of payment of the $20,000.00 purchase price. By the terms of this Supplemental Agreement Kathryn Powers was paid One Thousand Dollars in cash on the signing of said agreement and royalty payments on the balance were reduced from 15% to 5% of net smelter returns.

Vindicator - Silver Buckle

June 5, 1953, Vindicator Silver Lead Mining Company and the Silver Buckle Mining Company entered into an Operating and Management Agreement.

By terms of said Agreement Vindicator agreed to convey to Silver Buckle a 50% interest in and to all ores and mineral values to Vindicator's claims. Term of said agreement is 50 years. After royalties have been paid to Kathryn Powers, the balance of the royalties shall be divided equally; with each party paying one-half the operating costs.

Gentle Annie Claim

The Gentle Annie Claim has been included within the terms of all of the aforementioned agreements. All parties have understood that there are some clouds on the title to the Gentle Annie Claim which, in all probability, will have to be settled by negotiation with interested parties or a quiet title action in the proper court.

the provisions thereof, to be added to and included with the property described in Article 2 of said Exploration Project Contract between the Government and Silver Buckle.

Dated December 12, 1953.

VINDICATOR SILVER-LEAD MINING COMPANY

By M. J. Logus. Pres.

By E. S. Thompson, Secy.

Oversight Fraction

Located in the name of Vindicator Silver Lead Mining Company and is now a part of the Vindicator Group.

Dated this 3rd day of November, 1953.

F. E. Scott, President
Silver Buckle Mining Company

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

ANNEX II

The land referred to in Article 2 specifically refers to the group of claims known as the Vindicator group, and to all right, title, and interest to any claims which the Operator has acquired or may acquire from Vindicator-Silver Lead Mining Company referred to in Annex I of even date with this contract. It includes all the claims specifically mentioned below and any and all adjacent or contiguous land in which the Operator now has or may hereafter acquire any right, title, or interest.

Horn Silver, located October 8, 1889, and recorded in Book J of Quartz Locations, Page 623, October 14, 1889, amended July 19, 1946, and recorded in Book 25 of Quartz Locations, Page 241, August 9, 1946.

Siskiyou Belle Fraction, located March 28, 1892, and recorded in Book M of Quartz Locations, Page 256, April 4, 1892; amended November 15, 1904, and recorded in Book U of Quartz Locations, Page 473, November 16, 1904; amended July 19, 1946, and recorded in Book 25 of Quartz Locations, Page 240, August 9, 1946.

Curragh Buck, located March 29, 1892, and recorded in Book M of Quartz Locations, Page 255, April 4, 1892; amended July 19, 1946, and recorded in Book 25 of Quartz Locations, Page 242, August 9, 1946; amended June 12, 1953, and recorded in Book 25 of Quartz Locations, Page 626, June 15, 1953.

Gentle Annie, located June 26, 1885, and recorded in Book C of Quartz Locations, Page 162, July 6, 1885.

Bulldog Lode, patented March 23, 1923, U. S. Mineral Survey No. 2943, recorded in Deed Book 56, Page 458, April 24, 1923.

Oversight Fraction lode mining claim, located June 16, 1953, and recorded in Book 31 of Quartz Locations, Page 239, August 3, 1953.

ASSIGNMENT AND ACCEPTANCE OF DMEA CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That the Vindicator Silver Lead Mining Company, a corporation organized under the laws of the State of Idaho, having its principal place of business in the city of Wallace, County of Shoshone, State of Idaho, for and in consideration of One ($1.00) Dollar now paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents grant, and assign, subject to approval of the United States Government, to theSilver Buckle Mining Company, an Idaho corporation, with its principal place of business being at Wallace, Shoshone County, Idaho, all of its interest in and to a certain Exploration Project Contract, No. 594, dated August 31, 1953, between the United States of America, acting through the Department of Interior, Defense Minerals Administration, hereinafter called the Government and the Vindicator Silver Lead Mining Company, as operator.

By acceptance of this assignment, the assignee agrees to assume and perform all of the reservations, terms, conditions, agreements and covenants in said contract contained.

The post office address of the grantee and assignee herein is as follows:

Silver Buckle Mining Company, Box No. 1088, Wallace, Idaho

IN WITNESS WHEREOF, the President and Secretary of the Vindicator Silver Lead Mining Company have hereunto set their hands this 10th day of September, 1953.

VINDICATOR SILVER LEAD MINING CO.

BY Herman J Rossi
President

ATTEST:

H Magnuson
Secretary

STATE OF IDAHO)
County of Shoshone) ss

I, the undersigned, a Notary Public, in and for the State of Idaho, hereby certify that on this 10th day of September, 1953, personally appeared before me Herman J Rossi and Harry Magnuson, to me known to be the President and Secretary respectively of the Vindicator Silver Lead Mining Company, and to be the same persons who executed the foregoing instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal this 10th day of September, 1953.

Margaret Leatherstone
Notary Public

In consideration of the foregoing Assignment, the Silver Buckle Mining Company accepts the same and agrees to assume and perform all of the reservations, terms, agreements, and covenants contained in the contract above described.

Dated this 10 day of September, 1953.

SILVER BUCKLE MINING COMPANY
By N H Scott
President

ATTEST:

Reen Hill

APPROVAL BY THE GOVERNMENT
Signed_____ Date_____
Title, Administrator, Defense Minerals Explorations Administration

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071
ANNEX III

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
Received
DEC 21 1953

The following provisions are in lieu of Article 6 :

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

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

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

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

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

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

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

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

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

*The period "fifteen years" is substituted for the period "ten years."

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

JUN 8 1953

June 3, 1953

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: New application (lead-zinc)
Vindicator Silver-Lead Mining Company
Wallace, Idaho

Dear Mr. Selfridge:

Enclosed are the original and two copies of an application from the Vindicator Silver-Lead Mining Company to explore their property near Mullan, Idaho. One copy of the application has been retained for our use.

This application was received May 6, 1953; however, it was not forwarded to Washington at that time because we had been advised to no longer consider lead-zinc applications. We have now been informed that DMEA is to consider lead-zinc applications which were in process prior to May 15, 1953. As this application was received prior to May 15 we believed that it should be processed and is forwarded at this time for your consideration.

The applicant requests exploration aid to explore the Vindicator property at depth for lead and zinc. Our file on the property is quite complete, and it will be unnecessary to make a field examination. Members of our staff are preparing a report on the property which will be submitted shortly. At this time it appears likely that the Field Team will recommend favorable consideration of the project.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo
Acting Executive Officer,
DMEA Field Team, Region II

Enclosure

cc: USBM (2)
Quinlan

MF-201

MORTGAGEE'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the owner is the holder of a mortgage, claim, lien, or encumbrance dated December 10, 1950, recorded in Book 19, page 278, of the records of the county of Shoshone, State of Idaho, upon that certain parcel of ground described in a certain Exploration Project Contract dated _____, 195__, between Silver Buckle Mining Company _____,

the owner of said property and the United States of America;

NOW, THEREFORE, the undersigned does by these presents subordinate all of his right, title, and interest in said mortgage, claim, lien, or encumbrance 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 under the provisions of said mortgage, claim, lien, or encumbrance; and

The undersigned agrees to commit no act nor assert any right, title, or interest under said mortgage, claim, lien, or encumbrance that might 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 22nd day of October, 1953.

WITNESS

Lattie N. Hoke

Clarence H. Hoke

X Kathryn Powers X

KATHRYN POWERS.

U. S. GOVERNMENT PRINTING OFFICE 940767

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
MAY 6 1953
SPOKANE, WASH.

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

Not to be filled in by applicant

Docket No. 3071
Metal or Mineral
Date Received 6/8/53
Estimated Cost
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Vindicator Silver-Lead Mining Company
Scott Building
Box 469
Wallace, Idaho

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A TRUE COPY

Thos. A. Powers
6231 Shattuck Avenue
Oakland 9, California

Oct. 30th, 1953

Mr. Walter J. Logus
1129 - 10th Ave., North
Seattle 2, Washington

Dear Mr. Logus:

You will find enclosed six copies each of Government forms MF-201 and MF-203.

The original of each was signed and the remainder with an X as writing is very difficult for her. The signature and mark were properly witnessed. Trust that this will prove satisfactory.

Mothers right arm is practically useless now. In the event that the "X" is not sufficient for the purpose I will arrange to have a notary come to the house for certification.

Wishing you and the Silver Buckle the best of luck, I beg to remain,

Sincerely,

/S/ Thos. A. Powers

/T/ Thos. A. Powers

A TRUE COPY

5. *The exploration prog*[redacted]—(*a*) [redacted]e the mineral or minerals for whi[redacted]ou wis[redacted] explore .....

.....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated April 30, 1953

VINDICATOR SILVER-LEAD MINING COMPANY
(Applicant)

By W. Thompson

Secretary

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

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

Form 3
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 16 1953

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

Name of Claim	Date of Location	Record. Date	Bk. & Pg. Quartz Locations	
Horn Silver Lode	Oct. 8, 1889	Oct. 18, 1889	J	623
Amended	July 19, 1946	Aug. 9, 1946	25	241
Siskiyou Belle Fraction	Mar. 28, 1892	Apr. 9, 1892	M	256
Curragh Buck	Mar. 29, 1892	Apr. 9, 1892	M	255
Amended	July 19, 1946	Aug. 9, 1946	25	242
Amended	June 12, 1953		25	626
Und. $\frac{1}{4}$ Int. Bulldog	Mar. 23, 1923	Apr. 24, 1923	56	458(Deed Bk.)
Oversight Fraction	June 16, 1953	Aug. 3, 1953	31	239
Gentle Annie	June 26, 1885	July 6, 1885	G	162

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

2/ Silver Buckle Mining Company, an Idaho corporation, with its principal place of business at Wallace, Idaho,

hereinafter called the "Operator"; and

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

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

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

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

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

4. Changes and added provisions

Dated this 22nd day of October, 1953.

WITNESS

Lattie N. Hoke

Clarence F. Hoke

Kathryn Powers [Seal]
KATHRYN POWERS

[Seal]

[Seal]

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

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

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

Vindicator Silver-Lead Mining Company
Box 469
Wallace, Idaho

Form
MF-103

UNITED STATES DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

1. Name of Applicant.

(a) Vindicator Silver-Lead Mining Company

Scott Building

Box 469

Wallace, Idaho

(b) A Corporation, incorporated in the State of Idaho

(c) Herman J. Rossi, Wallace, Idaho, President and Director

William T. Smith, Colfax, Washington, Vice President and Director

H. F. Magnuson, Wallace, Idaho, Secretary-Treasurer

W. J. Logus, Seattle, Washington, Director

Mrs. A. M. Logsdon, Spokane, Washington, Director

John T. Dalton, Seattle, Washington, Director

(d) Not applicable

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

Vindicator Silver-lead Mining Company
Box 469
Wallace, Idaho

Form
MF-103

3. Applicant's Property Rights.

(a) Three unpatented lode claims, i.e. Horn Silver, Siskiyou Belle and Curragh Buck. These claims are in Sections 25 and 36, T.48N., R.5E., BM., Hunter Mining District, Shoshone County, Idaho and a undivided one-fourth interest of, in and to the Bull Dog lode patented mining claim, U. S. Survey No. 2943, in Section 25, T.48N., R.5E., BM., Hunter Mining District, Shoshone County, Idaho.

(b) Vindicator

(c) Owner by right of location.

(d) Not applicable

(e) None

(f)

Claim	Book	Page No.	Date of location
Horn Silver	J	623	10-4-89
Siskiyou Belle	M	256	4-4-92
Curragh Buck	M	255	4-4-92

Eric A. Towers
3321 Shattuck Avenue
Oakland 9, California

Oct. 30th, 1953

Mr. Walter G. Logan
IRS - 1099 Ave., Room
Seattle 8, Washington

Dear Mr. Logan:

You will find enclosed six copies each of Government forms NP-301 and NP-303.

The original of each was signed and the remainder bid on Xerox printing is very difficult for me. The signatures and mark were properly witnessed. Trust that this will prove satisfactory.

Attorney Tight and is presently useless now. In the event that the "Z" is not sufficient for the purpose I will arrange to have a notary come to the house for certification.

Hoping you and the Silver Spoons the best of luck, I bey to remain,

Sincerely,

/s/ Eric A. Towers

/s/ Eric A. Towers

United States Department of the Interior

GEOLOGICAL SURVEY

OFFICE OF MINERALS EXPLORATION
656 U. S. Court House
Spokane, Wash., 99201

December 7, 1971

OFFICIAL COPY
O. M. E.
RECEIVED
DEC 9 1971
INITIALS | CODE
130
HK 130
220

MEMORANDUM

To: Chief, Office of Minerals Exploration

From: Field Officer, Region I

Subject: End of royalty period
DME-3071 (lead-zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

I have no evidence that there has been any production from which royalty is due at the Vindicator mine. The royalty period expired Oct. 12, 1971. I recommend we notify the Operator that the Government no longer retains an interest in future production from the mine.

Willard P. Puffett

Willard P. Puffett

A TRUE COPY

Thos. A. Powers
6231 Shattuck Avenue
Oakland 9, California

Oct. 30th, 1953

Mr. Walter J. Logus
1129 - 10th Ave., North
Seattle 2, Washington

Dear Mr. Logus:

You will find enclosed six copies each of Government forms MF-201 and MF-203.

The original of each was signed and the remainder with an X as writing is very difficult for her. The signature and mark were properly witnessed. Trust that this will prove satisfactory.

Mothers right arm is practically useless now. In the event that the "X" is not sufficient for the purpose I will arrange to have a notary come to the house for certification.

Wishing you and the Silver Buckle the best of luck, I beg to remain,

Sincerely,

/S/ Thos. A. Powers

/T/ Thos. A. Powers

A TRUE COPY

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
12/3/71		120
		220

AIRMAIL

DEC 6 1971

Mr. Thomas A. Powers
6231 Shattuck Avenue
Oakland, California 94609

Re: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

Dear Mr. Powers:

Enclosed is a self-explanatory letter of today to the Vindicator Silver-Lead Mining Company under the subject contract.

This correspondence relates to the Owner's Consent to Lien and Mortgagee's Subordination Agreement signed by Kathryn Powers on October 22, 1953, and the Consent to Lien signed by you on December 28, 1955, as Administrator of the Estate of Kathryn Powers, deceased.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo
Chief, Office of
Minerals Exploration

Enclosure

cc: Director's Reading File
Mineral Resources
OME docket
OME Reading File
OME Region I
Mr. Kirkemo
130

GLAult/a 12-3-71

MF-205
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 16 1953

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

Name of Claim	Date of Location	Record. Date	Bk. & Pg. Quartz Locations	
Horn Silver Lode	Oct. 8, 1889	Oct. 18, 1889	J	623
Amended	July 19, 1946	Aug. 9, 1946	25	241
Siskiyou Belle Fraction	Mar. 28, 1892	Apr. 9, 1892	M	256
Curragh Buck	Mar. 29, 1892	Apr. 9, 1892	M	255
Amended	July 19, 1946	Aug. 9, 1946	25	242
Amended	June 12, 1953		25	626
Und. ¼ Int. Bulldog	Mar. 23, 1923	Apr. 24, 1923	56	458(Deed Bk.)
Oversight Fraction	June 16, 1953	Aug. 3, 1953	31	239
Gentle Annie	June 16, 1885	July 7, 1885	C	162

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

2/ Silver Buckle Mining Company, an Idaho corporation, with its principal place of business at Wallace, Idaho,

hereinafter called the "Operator"; and

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

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

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

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

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

4. Changes and added provisions _____

Dated this 22nd day of October, 1953.

VINDICATOR SILVER-LEAD MINING CO.

By: M. J. Logan [Seal]
President

ATTEST: [signature] [Seal]
Secretary

_____ [Seal]

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

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

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

United States Department of the Interior

GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

IN REPLY REFER TO: Office of Minerals Exploration November 8, 1971

AIRMAIL

Mr. H. F. Magnuson
President
Vindicator Silver-Lead Mining Company
Box 469
Wallace, Idaho 83873

Re: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

OFFICIAL COPY
O. M. E.
RECEIVED
NOV 2 1971
INITIALS | CODE
gla | 130
HK | 120

Dear Mr. Magnuson:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo
Chief, Office of
Minerals Exploration

Copy to P-I

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

Form MME 63
(May 1970)

REQUEST FOR INFORMATION ON CERTIFIED PROJECT OR PROJECT UNDER ROYALTY AGREEMENT

1. ~~Since~~ From October 30, 1970, to October 12, 1971, , has there been a change in ownership, lease, or sublease? *If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before.* Yes ☐ No ☒

2. ~~Since~~ From October 30, 1970, to October 12, 1971, , has there been any production from the land subject to the contract? Yes ☐ No ☒

A. If so and it was shipped, give quantity, value, and name and address of purchaser.

Purchaser (*name and address*)	Quantity	Value

B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity (*tons*)	Estimated Grade	Location
Ore			
Concentrates			
Other			

3. Since workings (*see* , has any production been transported through *of contract*)? Yes ☐ No ☒

If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name A L Hess	*Title* Assistant Secretary
Address Box 469 Wallace Idaho	*Date* 11-29-71

Docket No. DMEA 3071

Commodity Lead-Zinc

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

STRATEGIC AND CRITICAL MINERALS EXPLORATION PROGRAM

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

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

Contract No. Idm-E 594

Date of Contract ~~or Amendment~~: August 31, 1953

Name and Address of Operator:
Vindicator Silver-Lead Mining Company
Scott Building
Box 469
Wallace, Idaho

Amount of Government participation $ 108,137.75

Percent of Government participation 50 %

Region: II State: Idaho

(Name)

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

(Title)

Date Delivered to Bureau of Mines, Washington. Sept. 1, 1953 13808

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
10/6/71		120
		220
		130

October 12, 1971

Memorandum

To: Field Officer, Region I

From: Chief, Office of Minerals Exploration

Subject: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

The royalty expiration period of the subject contract ends as of this date. We have forwarded an MME Form 63 to the Operator for information on possible production from October 30, 1970, to October 12, 1971. We would appreciate receiving any comments you may care to make before we close the contract.

Harold Kirkemo

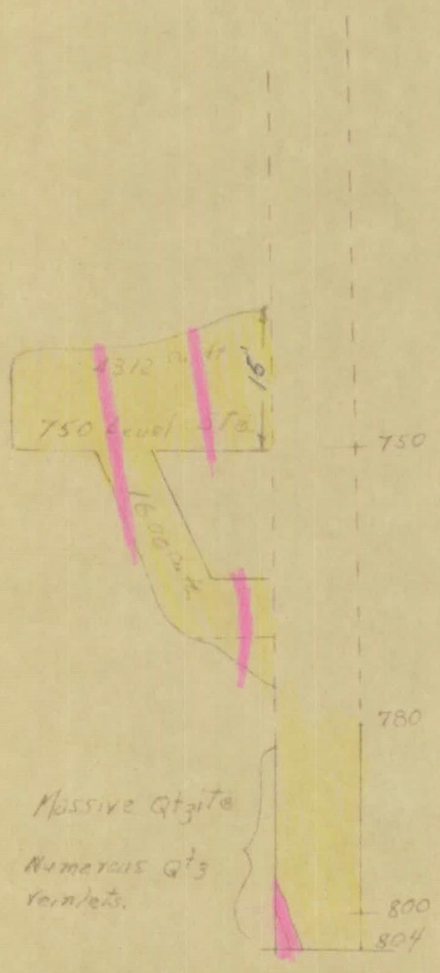
Harold Kirkemo

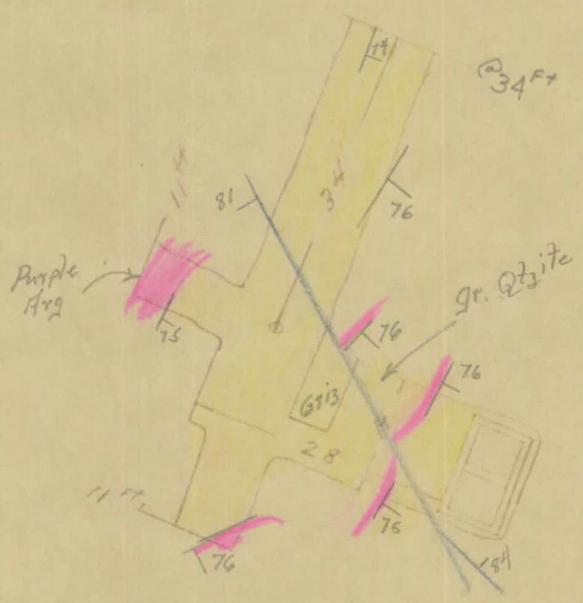
cc: Director's Reading File
Mineral Resources
Docket File
OME Reading File
Mr. Kirkemo
130

GLAult/a 10-12-71

N

SECTION THRU SHAFT 200' SOUTH OF MINERALIZED ZONE





SILVER BUCKLE Mng. CO
VINDICATOR PROJECT
Progress Map
12-31-54
Scale 1" = 20'

Kirk:

We did not receive final comments from Mr. Puffett following our memorandum to him of October 12, 1971.

12/6/71 - Puffett has no information re this matter. Kirkemo

gla

Vindicator Silver-Lead Mining Company

COEUR D'ALENE MINING DISTRICT
BOX 469
Wallace, Idaho

OFFICIAL COPY
O. M. E.
RECEIVED
NOV 2 1970
INITIALS | CODE
130
HK 120

October 30, 1970

Mr. Harold Kirkemo, Chief
Office of Minerals Exploration
U. S. Department of the Interior
Washington, D. C. 20242

Dear Sir:

Re: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

Must mean "no" - Probably typo error
H. K.

Your letter of October 22, 1970, has been received. There has been on activity or production at the Vindicator Mine since our last report to you. The only activity at the property is routine maintenance and performance of necessary repairs and the annual assessment work.

Very truly yours,

VINDICATOR SILVER-LEAD MINING CO.

By H. F. Magnuson
H. F. Magnuson, President

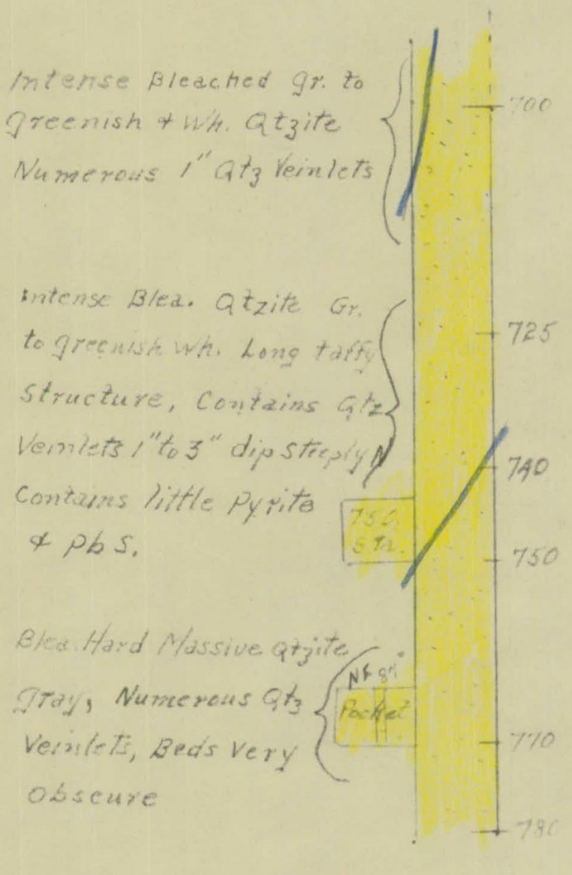
HFM:ed

Copy to R-I

In response to MME Form 63 not returned

N

SECTION THRU SHAFT, 200' SOUTH OF MINERALIZED ZONE



Massive Qtzite's

Argillites

Slips & Minor faults

SILVER BUCKLE Mng. Co.
VINDICATOR PROJECT
Progress Map.
11-30-59
Scale 1" = 20'

Vindicator Silver-Lead Mining Company

COEUR D'ALENE MINING DISTRICT
BOX 469
Wallace, Idaho

OFFICIAL COPY
O. M. E.
RECEIVED
FEB 2 1970
INITIALS | CODE
gla | 30
AR | 30
| 220

January 28, 1970

United States Department of the Interior
Geological Survey
Office of Minerals Exploration
Washington, D. C. 20242

Attention: Harold Kirkemo, Chief,
Office of Minerals Exploration

Re: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine - Shoshone
County, Idaho - Contract Idm-E594

Dear Mr. Kirkemo:

I am enclosing two copies of the information requested concerning the above contract. I wish to report that the only work at the property between January 25, 1968, and January 25, 1970, has been maintenance of surface facilities.

Very truly yours,

VINDICATOR SILVER-LEAD MINING COMPANY

By H. F. Magnuson
H. F. Magnuson, President

HFM:fm

Enclosures

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Show to whom, date, and address where delivered ☐ Deliver ONLY to addressee

(*Additional charges required for these services*)

RECEIPT

Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO. 133624

INSURED NO.

DATE DELIVERED JAN - 8 1970

(1) SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Vendicator

(2) SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Marianne Murray

(3) SHOW WHERE DELIVERED (*only if requested*)

c55—16—71548-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

WALLACE, IDAHO
JAN 8
1970
PM
83873

PRAY FOR PEACE

POSTMARK OF DELIVERING OFFICE

INSTRUCTIONS: Show name and address below and complete instructions on other side, where applicable. Moisten gummed ends, attach and hold firmly to back of article. Print on front of article *RETURN RECEIPT REQUESTED.*

RETURN TO

NAME OF SENDER U. S. Geological Survey
Office of Minerals Exploration

STREET AND NO. OR P.O. BOX
Department of Interior Building

POST OFFICE, STATE, AND ZIP CODE
Washington, D. C. 20242

POD Form 3811 Apr. 1967 • 055-10-71548-10

3071-Silver Buckle

IN REPLY REFER TO:
Office of Minerals Exploration

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

JAN 5 1970

Mr. H. F. Magnuson
President
Vindicator Silver-Lead Mining Company
Box 469
Wallace, Idaho 83873

Re: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

Dear Mr. Magnuson:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo
Chief, Office of
Minerals Exploration

MME Form 63
Revised 7-65

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since January 25, 1968, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes [ ] No [X]

2. Since January 25, 1968, has there been any production from the land subject to the contract? Yes [ ] No [X]

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity		Estimated Grade	Location
Ore		Tons		
Concentrates		Tons		
Other		Tons		

3. Since January 25, 1968, has any production been transported through DME workings (see Article 9 of contract)? Yes [ ] No [X]

   If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name H. F. Magnuson Title President

Address P. O. Box 469, Wallace, Idaho Date January 28, 1970

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
1/5/70		120
		220

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AIRMAIL

JAN 5 1970

Miss Marianne Murray
Vindicator Silver-Lead Mining Company
Box 469
Wallace, Idaho 83873

Re: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

Dear Miss Murray:

On October 2, 1969, you signed the receipt for a letter and Form MME 63 forwarded to Mr. H. F. Magnuson, president of your company, requesting information concerning the status of the subject property. No response to our request has been received. Another set of the form letter is enclosed for Mr. Magnuson's convenience. It will be appreciated if you will bring this matter to his attention and return the completed form as soon as possible.

Sincerely yours,

Harold Kirkemo (GLA)

Harold Kirkemo
Chief, Office of
Minerals Exploration

Enclosure

cc: Director's Reading File
Mineral Resources
OME docket
OME Reading File
OME Region I
Mr. Kirkemo
130

GLAult/a 1-5-70

DMEA-3071 Idm-E594 Silver Buckle Mining Company

Form MME 63 sent to Operator April 29, 1969, not returned.

Form MME 63 mailed with letter September 30, 1969, no reply
(Certified Mail - Card #500442 returned,
signed by Marianne Murray, Silver-Lead

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Show to whom, date, and address where delivered ☐ Deliver ONLY to addressee

(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO. 500442

CERTIFIED NO.

INSURED NO.

DATE DELIVERED OCT 2 - 1969

(1) SIGNATURE OR NAME OF ADDRESSEE *(Must always be filled in)* Silver-Lead

(2) SIGNATURE OF ADDRESSEE'S AGENT, IF ANY Marianne Murray

(3) SHOW WHERE DELIVERED *(only if requested)*

c55—16—71548-10 GPO

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
9/24/69		120
		220

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AIRMAIL

SEP 30 1969

Mr. H. F. Magnuson
President
Vindicator Silver-Lead Mining Company
Box 469
Wallace, Idaho 83873

Re: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator County, Idaho
Contract Idm-E594

Dear Mr. Magnuson:

Since your letter of February 6, 1968, reporting on the status of the subject property, we have received no reply to our letters (MME Form 63) forwarded to you on December 4, 1968, and April 29, 1969.

A duplicate set of the form is enclosed. It will be appreciated if you will at your earliest convenience complete the form, retain one copy for your records, and return the original and one copy to this office.

Sincerely yours,

Harold Kirkemo (gla)

Harold Kirkemo
Chief, Office of
Minerals Exploration

Enclosures

cc: Director's Reading File
Mineral Resources
OME docket
OME Reading File
OME Region I
Mr. Kirkemo
130

GLAult/a 9-24-69

Vindicator Silver-Lead Mining Company

COEUR D'ALENE MINING DISTRICT

BOX 469

Wallace, Idaho

February 6, 1968

OFFICIAL COPY
O. M. E.
RECEIVED
FEB 9 1968

INITIALS	CODE
gla	130
HEJ	110
	220

Mr. Frank E. Johnson, Chief
Office of Minerals Exploration
U. S. Department of the Interior
Geological Survey
Washington, D. C. 20242

Dear Mr. Johnson:

Re: DMEA-3071 (Lead-Zinc)
Contract Idm-E594

I wish to acknowledge receipt of your letter of January 30, 1968. In the event a new agreement is negotiated with respect to the Vindicator property, we will promptly send you a copy. However, at the present there are no plans for future development of the Vindicator property.

We appreciate your advising us as to the unpaid amount due you with respect to your office's previous advances in connection with the development of the Vindicator property.

Yours very truly,

VINDICATOR SILVER-LEAD MINING COMPANY

By H. F. Magnuson

H. F. Magnuson, President

HFM:ed

file
pls reply all

Copy to OME Region I

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
1/30		110
		220

Mr. H. F. Magnuson
President
Box 469
Wallace, Idaho 83873

Re: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

Dear Mr. Magnuson:

Thank you for your letter of June 25, 1968, enclosing a copy of your annual report to the Vindicator Shareholders, and returning the completed MME Form 63 for the subject contract.

We are sorry to learn of the passing of Mr. Logus. We wil appreciate receiving a copy of any new management and operating agreement made to replace the terminated agreement with the Silver Buckle Mines, Inc.

In response to your request for information, the Government contributed a total of $104,919.50 to the costs of exploration under the contract and holds a lien in this amount on the land described in the contract, and any production therefrom until October 12, 1971, payable by a royalty on production from the property or on any production transported through any of the workings in which the Government shared in the costs.

Sincerely yours,

FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

cc: Director's reading file
Division file
Economic Geology file
OME file
OME reading file
OME Region I w/cy inc.ltr.
130

FEJohnson/bih 1/30/68

Vindicator Silver-Lead Mining Company

COEUR D'ALENE MINING DISTRICT
BOX 469
Wallace, Idaho

OFFICIAL COPY
O. M. E.
RECEIVED
JAN 29 1968

INITIALS	CODE
	130
	110
	130
	230

January 25, ~~1968~~

Mr. Frank E. Johnson, Chief
Office of Minerals Exploration
U. S. Department of the Interior
Geological Survey
Washington, D. C. 20242

Dear Mr. Johnson:

Re: DMEA - 3071 (Lead-Zinc)
Contract Idm-E594

Your letter of January 16, Form 63 1968, addressed to Mr. Logus has been received. Mr. Logus is deceased and I am replying. I have filled out the forms on the back of your letter. There is no production since December, 1966. There has been no change in the basic ownership of the property. Vindicator still owns the claims. However, the working agreement between Silver Buckle Mines, Inc. and Vindicator was cancelled during 1967, and this has just been approved at a recent meeting of shareholders in 1968. I am enclosing a copy of our annual report to Vindicator Shareholders.

As a matter of interest, how much has the DMEA advanced against the development of the Vindicator property, and when is the date when this royalty will terminate? It is my understanding the royalty will terminate after 1967. Is this correct?

Very truly yours,

VINDICATOR SILVER-LEAD MINING CO.

By H. F. Magnuson
H. F. Magnuson, President

HFM:ed
Enclosure

Copy to Region I w/copy letter 1/25/68, without copy of "Report to Shareholders."

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Show to whom and date delivered ☐ Show to whom, date, and address where delivered ☐ Deliver ONLY to addressee

(*Additional charges required for these services*)

RECEIPT

Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO. 133054

INSURED NO.

SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

1

2

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED JAN 22 1968

SHOW WHERE DELIVERED (*only if requested*)

c55—16—71548-9 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

SEATTLE, WASHINGTON

INSTRUCTIONS: Show name and address below and complete instructions on other side, where applicable. Moisten gummed ends, attach and hold firmly to back of article. Print on front of article *RETURN RECEIPT REQUESTED.*

RETURN TO

NAME OF SENDER U. S. Geological Survey
Office of Minerals Exploration

STREET AND NO. OR P.O. BOX
Department of the Interior Building

POST OFFICE, STATE, AND ZIP CODE
Washington, D. C. 20242

3071

POD Form 3811 June 1966

635—16—71548-9

IN REPLY REFER TO:
Office of Minerals Exploration

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

January 16, 1968

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. ~~W. J. Logus,~~ H. F. Magnuson, President
Vindicator Silver-Lead Mining Company
1529 East Calhoun Street
Seattle, Washington 98102

Re: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

Dear Mr. Logus:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

Frank E. Johnson
Chief, Office of
Minerals Exploration

Returned with letter 1/25/68 - see correspondence folder

Copy to Region I w/copy letter 1/25/68, without copy of "Report to Shareholders."

MME Form 63
Revised 7-65

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since December 1966, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes [ ] No [X]

2. Since December 1966, has there been any production from the land subject to the contract? Yes [ ] No [X]

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity	Estimated Grade	Location
Ore	Tons		
Concentrates	Tons		
Other	Tons		

3. Since , has any production been transported through workings (see of contract)? Yes [ ] No [ ]

   If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by: H. F. Magnuson

Name H. F. Magnuson Title President

Address Box 469, Wallace, Idaho Date January 25, 1968

IN REPLY REFER TO:
Office of Minerals Exploration

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

December 12, 1966

Mr. W. J. Logus, President
Vindicator Silver-Lead Mining Company
1529 East Calhoun Street
Seattle, Washington98102

Re: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

OFFICIAL
COPY
O. M. E.
RECEIVED
DEC 28 1966

INITIALS	CODE	
gla	120	M
FEJ	~~110~~	
HK	~~120~~	
1/3 M	120	M
	220	

Dear Mr. Logus:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

Frank E. Johnson

Frank E. Johnson
Chief, Office of
Minerals Exploration

cy to R-I
12/29/66

MME Form 63
Revised 7-65

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since **February 1966**, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes [ ] No [XXX]

2. Since **February 1966**, has there been any production from the land subject to the contract? Yes [ ] No [XXX]

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

   B. If stockpiled awaiting sale, state quantity, grade, and location.

NONE

Type	Quantity		Estimated Grade	Location
Ore		Tons		
Concentrates		Tons		
Other		Tons		

3. Since through workings (see of contract)? Yes [ ] No [XXX]

   If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name W. J. Logus Title PRESIDENT

Address 1529 E. Calhoun St. Date December 20, 1966

Seattle, Wash. 98102

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

February 17, 1966

Mr. W. J. Logus, President
Vindicator Silver-Lead Mining Company
1529 East Calhoun Street
Seattle, Washington 98102

Re: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

Dear Mr. Logus:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

Frank E. Johnson

Frank E. Johnson
Chief, Office of
Minerals Exploration

Form 63
Revised 7-65

DMEA-3071
Idm-E594

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since **December 1964**, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☒

2. Since **December 1964**, has there been any production from the land subject to the contract? Yes ☐ No ☒

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value
NONE		

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity		Estimated Grade	Location
Ore		Tons	**NONE**	
Concentrates		Tons		
Other		Tons		

3. Since , has any production been transported through workings (see of contract)? Yes ☐ No ☒

   If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value
NONE		

Submitted by:

Name N. J. Logue Title **President**

Address **1529 E. Calhoun St.** Date **February 25th 1966**

Seattle, Wash. 98102

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

December 10, 1964

Re: BMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

Mr. W. J. Logus, President
Vindicator Silver-Lead Mining Company
1529 East Calhoun Street
Seattle, Washington, 98102

Dear Sir:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

George C. Selfridge

George C. Selfridge, Chief
Division of Exploration Operations

OFFICIAL FILE COPY
O. M. E
RECEIVED DEC 22 1964

DATE	INITIALS	CODE
12/22	GBS	800
		~~100~~
12/23	GJ	~~110~~
1/5	Mam	120 M
		~~120~~

MME Form 63
Revised 3-62

DMEA-3071
Idm-E594

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since March 1964, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☒

No work being done at the mine at this time.

2. Since March 1964, has there been any production from the land subject to the contract? Yes ☐ No ☒

A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity	Estimated Grade	Location
Ore	Tons		
Concentrates	Tons		
Other	Tons		

3. Since , has any production been transported through workings (see of contract)? Yes ☐ No ☐

A. If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name W. J. Logus

Address W. J. Logus
1529 E. Calhoun St.
Seattle, Wash. 98102

Title President

Date December 16, 1964

FEB 26 1964

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

February 19, 1964

Re: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

Mr. W. J. Logus, President
Vindicator Silver-Lead Mining Company
~~1129 10th Avenue East~~
Seattle 2, Washington

NEW ADDRESS
1529 East Calhoun St.
SEATTLE 2, WASHINGTON 98102

Dear Sir:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

F M Murphy

F. M. Murphy, Acting Chief
Division of Minerals

OFFICIAL FILE COPY
O. M. E
RECEIVED MAR 9 1964

DATE	INITIALS	CODE
3/10		800
3/10		100
3/10		~~110~~
3/10	Murphy	500
		230

MME Form 63
Revised 3-62

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since January 15, 1963, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☒

2. Since January 15, 1963, has there been any production from the land subject to the contract? Yes ☐ No ☒

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value
	NONE	NONE

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity		Estimated Grade	Location
Ore		Tons		NONE
Concentrates		Tons		NONE
Other		Tons		NONE

3. Since January 15, 1963, has any production been transported through workings (see of contract)? Yes ☐ No ☒

   A. If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value
	NONE	NONE

Submitted by:

Name W. J. Lagus Title President

Address 1529 E. Calhoun St. Date March 4, 1964

Seattle, Wash. 98102

4511

OFFICIAL FILE COPY
O. M. E.
RECEIVED JAN 31 1963
DATE
Received 5.00
220

No. 157 Howard Street
Spokane 4, Washington
January 29, 1963

Memorandum

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

From: Acting Field Officer, Region I

Subject: DMMA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract I6m-2394

There is enclosed a Report of Royalty Review dated January 22, 1963, covering the subject contract during the period September 9, 1959, through January 15, 1963.

One copy of the report has been retained for the Spokane office files. No copy was provided for the Operator, since the report is for record purposes only.

D. R. MacLaren

Enclosure

DRMacLaren:my

cc: GMM(2)
GMA
CFF
Routing copies to:
Nelson
McKelvey

OFFICIAL FILE COPY

Date	Surname	Code
		220

JAN 23 1963

Memorandum

To: Acting Field Officer, Region I

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

Subject: MMA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

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

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

(b) One copy for your files.

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

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

Enclosures

EDTalbert/ama 1-22-63

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

43683

JAN 15 1963

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

Re: DMEA-3070 (Lead-Zinc)
Silver Buckle Mining Co.
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

Vindicator Silver-Lead Mining Co.
1129 - 10th Avenue ~~North~~ East
Seattle 2, Washington

Gentlemen:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

W. R. Griswold, Chief
Division of Minerals

OFFICIAL FILE COPY
O. M. E
RECEIVED JAN 21 1963

DATE	INITIALS	CODE
1/21		800
1/21		100
1/21		~~410~~
	Griswold	500
		250

MME Form 63
Revised 3-62

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since January 10, 1961, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☒

2. Since January 10, 1961, has there been any production from the land subject to the contract? Yes ☐ No ☒

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value
	NONE	

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity		Estimated Grade	Location
Ore	NONE	Tons		
Concentrates	NONE	Tons		
Other	NONE	Tons		

3. Since January 10, 1961, has any production been transported through workings (see of contract)? Yes ☐ No ☒

   A. If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value
		NONE

Submitted by:

Name W. J. Logus W.J.Logus Title President

Address 1129 10th Ave E Date January 15, 1963

Seattle 2 Wash.

4511

orm 7
-58)

OFFICIAL FILE COPY

Date	Surname	Code
1/10	Talbert	800
	Selfridge	120
1/16	Johnson	110
1/18	Tinney	100
		220

JAN 10 1963

Mr. W. J. Logus
President
Vindicator Silver-Lead Mining Company
1129 10th Avenue East
Seattle 2, Washington

Re: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

Dear Mr. Logus:

We are enclosing two copies of our form MME 63 relative to possible production from the referenced property. In your letter to us of August 6, 1962, you assured us that you would take care of this for us. We are sure it has slipped your mind, and we would appreciate having you clear it up for us.

Sincerely yours,

W. R. Griswold
mm

W. R. Griswold, Chief
Division of Minerals

Enclosure

WRGriswold/mm
1=10-63
cc: Director's Reading File
Region I (2)
Docket
Code 500

43683

ME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
8/13	[illegible]	500
	[illegible]	120
8/13	[illegible]	110
8/13	[illegible]	100
		220

AUG 1 3 1962

Mr. W. J. Logus
President
Vindicator Silver-Lead Mining Company
1129 10th Avenue East
Seattle 2, Washington

Re: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-K594

Dear Mr. Logus:

As requested in your letter of August 6, 1962, enclosed is a copy of your letter, dated January 10, 1961, directed to the Defense Minerals Exploration Administration.

Sincerely yours,

George Fumich, Jr. (RH)

Director

Enclosure

GLAult/a
8-13-62
cc to: Director's Reading File
Region I (2) w/1 cy Vindicator letr. 1/10/61, and 2 cys Vindicator letr. 8/2/62
Docket
Code 500

43683

OFFICIAL FILE COPY
O. M. E
RECEIVED AUG 10 1962

DATE		CODE
8/13	Griswold	SOD
		220

Vindicator Silver-Lead Mining Company
COEUR D'ALENE MINING DISTRICT
BOX 469
Wallace, Idaho

1129 10th Ave East
Seattle 2 Washington
August 6, 1962

United States Department
of the Interior
Office of Minerals Exploration
Washington 25, D.C.

Re: DMEA-3071
W. R. Griswold, Chief
Divisiom of Minerals

Dear Sir:

Referring to your letter of July 24th 1962 Re: DMEA-3071 (Lead-Zinc) Silver Buckle Mining Co. Vindicator Mine, Shoshone County, Idaho Contract Idm-E594. We have misplaced our file and cannot find a copy of my letter to you of January 10th 1961. Kindly send me copy of this letter and the report you asked for will be completed and mailed to you.

Yours very truly,

W. J. Logus, Pres.
W. J. LOGUS

WJL:s

2 cys to Region I, 8/13/62

Mr. [illegible] 7
(1[illegible]

OFFICIAL FILE COPY

Date	Surname	Code
1/18	Sellnagel	120
	Adams	500
1/18	Talbert	800
		110
1-19	gad	220

JAN 1 9 1961

Mr. W. J. Logus
President
Vindicator Silver-Lead Mining Company
1129 - 10th Avenue North
Seattle 2, Washington

Re: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-K594

Dear Mr. Logus:

In reply to your inquiry of January 10, 1961, work under the subject contract was automatically terminated under the provisions of Amendment No. 6, copy enclosed.

By the provisions of the amendment, all production from the property from October 12, 1953, to October 12, 1971, is subject to the Government's royalty unless the Government's participation of $104,919.50 is repaid beforehand. A copy of the Final Report of Review is enclosed.

In addition, any production from outside the land in the contract transported through any of the workings participated in by the Government is also subject to the same terms as production from the land in the contract as shown by Annex IV of the contract, copy enclosed. Here this provision is reiterated having been originally in the contract. The Annex lists the royalty rates.

Work under the contract was participated in by the Government at a flat unit price per foot or job whether it cost the Operator more or less. Thus, neither equipment nor materials were involved in the final accounting as far as the Government was concerned.

The information given above supplies the basic facts concerning the Government's lien on production from the contract property or that from outside transported through the DMEA workings.

43683

Should you desire more detailed information concerning the contract, it is respectfully suggested that the request be addressed to the Silver Buckle Mining Company, c/o Dr. F. E. Scott, president, Box 1088, Wallace, Idaho, the operator under the contract.

Sincerely yours,

(signed) FRANK E. JOHNSON
Acting Director

Enclosures

WRGriswold/gla (1-16-61)
Rewritten by GCSelfridge/hb
(1/18/61)
Copy to: Director's Reading File
Region I (2) w/2 cys incoming letter
CA & A Division
Docket DMEA-3071
G. C. Selfridge
Code 500
Chron (500)

Mr. Clark L. Wilson
1145 - 19th Street, N. W.
Washington, D. C.

Silver Buckle Mining Company
c/o Dr. F. E. Scott, President
Box 1088
Wallace, Idaho

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
1/16	Griswold	500
1/16	Tolbert	800
1/17	Selfridge	1204
		110
		220

Mr. W. J. Logus
President
Vindicator Silver-Lead Mining Company
1129 10th Avenue North
Seattle 2, Washington

Re: DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract Idm-E594

Dear Mr. Logus:

With reference to your January 10 letter, we are enclosing all pertinent material. This consists of the following:

1. Copy of contract, dated October 12, 1953, including Annexes I, II, and III, and Exhibit "A".

2. Copies of Amendments Nos. 1, 3 (including Annex IV), 4, and 6.

3. Copy of the DMEA Administrator's letter to you, with enclosure, both dated January 30, 1958.

4. Copy of Report of Review, dated April 17, 1958.

You will note that whereas the Administrator's letter to the Silver Buckle Mining Company, dated January 30, 1958, showed the indebtedness of $104,619.50 (subject to audit), the final figure shown on the Report of Review is $104,919.50. Royalty payments should be made to the Field Officer, OME, Region I, South 157 Howard Street, Spokane 4, Washington, by the purchaser, with checks drawn payable to the Office of Minerals Exploration, the successor to the Defense Minerals Exploration Administration.

We believe that the enclosed documents will be sufficient for your needs.

Sincerely yours,

Acting Director

Enclosures
WRGriswold/gla 1-16-61
cc to: Director's Reading File
Region I (2) w/2 cys incoming letter
Contract Division
Code 500
Docket
Chron

43683

OFFICIAL FILE COPY
O. M. E
RECEIVED JAN 12 1961

DATE	INITIALS	AMT.
1-12	gad	220
		110
1/13	[illegible]	800
"	[illegible]	500
		220

Vindicator Silver-Lead Mining Company

COEUR D'ALENE MINING DISTRICT
BOX 469
Wallace, Idaho

1129 10th Ave North
Seattle 2, Washington

January 10, 1961

United States of America
Department of the Interior
Defense Minerals Exploration
Administration
Washington 25, D.C.

REGISTERED MAIL

Re: Vindicator Silver-Lead Mining Company-Silver Buckle Mining Co. Exploration Contract, Docket No. DMEA 3071, IDM-E594. Dated October 12, 1953.

Dear Sirs:

Reference is made to the above contract for exploration which was terminated during December 1955.

As you will note from the contract the Vindicator Silver-Lead Mining Company is the owner of all the claims and property upon which the exploration work was done. We recognize that the Government is entitled to receive the money paid under this contract when the property is eventually placed into production and Vindicator being the owner of the property must pay this amount out of production, however, since the contract was terminated and a settlement made by Silver Buckle with the DMEA in December of 1955, Vindicator has never been advised of the terms of such settlement nor has any accounting of the settlement been rendered to Vindicator Silver-Lead Mining Company. Being the owners of the property we must report to our shareholders as to our liability as a party to this contract.

The Silver Buckle Mining Company has rendered quarterly Expenditure report to the Vindicator Silver-Lead Mining Company for work and project costs from the date they commenced operation under the DMEA Exploration Contract, and these reports and expenditures were not satisfactory to the officers and directors of the Vindicator Company and each one was rejected under protest duly filed with the officers of the Silver Buckle Mining Company. We are extremely concerned with the fact that we have recently learned some commercial ore was found upon the 750 Ft. level and there appears some doubt whether the DMEA was ever advised of this fact. Another prime concern is the disposition of materials and equipment under the settlement with DMEA which effects the liability of

Vindicator Silver-Lead Mining Company and as yet no accounting or report of this has ever been rendered.

We are presently engaged in negotiating an agreement for the further development of the Vindicator mine with other parties and the past work done under the exploration contract and the lien thereunder, becomes a vital part of any such negotiations.

We recognize that Silver Buckle Mining Company has a certain interest under the contract to the extent of the exploration already performed but the fact remains that we are primarily responsible for the obligation to the Government as property owners.

It will be necessary that we have a complete record of this transaction and feel that we should be entitled to receive copies of the settlement agreement, correspondence concerned with the settlement, copy of any inventory of equipment and/or supplies remaining at the end of the contract and the disposition thereof and a settlement from the Government as to the residual liability of the property for repayment of the money loaned.

Since Silver Buckle Mining Company abandoned the property and terminated the operating agreement with Vindicator at or about the time the DMEA exploration contract was terminated, we have not received sufficient information to appraise us of our obligations.

Will you kindly forward to me copies of the documents, correspondence and information concerned with the termination of this contract at the earliest possible time as we cannot go further in our negotiations without such information. Please send same to me at my Seattle, Washington address: 1129 10th Ave North, Seattle 2, Washington.

Yours very truly,

W. J. Logus

W. J. Logus, Pres.

WJL:s

COPY
Sol. - AL

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

In reply refer to:
404-59

June 30, 1960

George Cochran Doub, Esq.
Assistant Attorney General
Civil Division
Department of Justice
Washington 25, D. C.

Dear Mr. Doub:

In response to a request made by Miss Mary K. Fagan of the Court of Claims Section in connection with the case entitled Jack D. Gay, Trustee for Shareholders of Northwest Uranium Mines, Inc. v. United States, No. 404-59 in the Court of Claims, we are making available copies of various documents from the following dockets of the former Defense Minerals Exploration Administration:

Northwest Uranium Mines, Inc.	-	DMEA 4125
Silver Buckle Mining Co.	-	DMEA 3071
Pathfinder Uranium Corporation	-	DMEA 3646
New Park Mining Co.	-	DMEA 4981

Of course this Department wishes to assist the Department of Justice as fully as possible in the defense of this suit. However, we feel constrained to point out that it was the policy of the Defense Minerals Exploration Administration--a policy continued by the Office of Minerals Exploration--that certain information submitted by an applicant, such as financial data, geological and property maps, details and results of work performed including data on ore potential, have not been made available to the public.

Further, the report of the "on site" examination and other examinations by field teams are in the same category. In addition, it seems to us that there is at least a question whether the disclosure of such information as has been mentioned would contravene the provisions of 18 U.S.C., sec. 1905.

Sincerely yours,

(Signed) GEORGE W. ABBOTT
The Solicitor

By: Edmund T. Fritz
Edmund T. Fritz
Deputy Solicitor

BWright:gla
Enclosures

Copy to: Mr. Selfridge, OME, Rm. 4460

OFFICIAL FILE COPY
DMEA
RECEIVED 5 1958

DATE		
5/5	C	220
5/5		800
5/6		500

So. 157 Howard Street
Spokane 4, Washington

May 2, 1958

Silver Buckle Mining Company
Box 1088
Wallace, Idaho

Re: Docket No. DMEA-3071 (Lead-Zinc)
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Gentlemen:

Enclosed for your information and files is a copy of Report of Review dated April 17, 1958, by C. A. Turner, DMEA Auditor. This Report of Review covers the period of January 1954 to April 1955, inclusive.

This report shows a balance due the Silver Buckle Mining Company as $300. This money has been scheduled for release and you should be receiving payment shortly.

Sincerely yours,

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I

Enclosure

cc: DMEA (3)
USBM (2)
USBM (AD)
Turner

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 2 1958

DATE	INITIALS	CODE
5/2	C	220
5/2	MG	800
5/2	[illegible]	[illegible]

1201 N. Division St.
Spokane 2, Washington

April 29, 1958

Mrs. Dorothy Long, Certifying Officer
DMEA Field Team, Region I
1201 N. Division Street
Spokane 2, Washington

Re: Docket No. DMEA-3071 (lead-zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mrs. Long:

The project work under the referenced contract was terminated as of May 1, 1955 under the terms of Amendment No. 6, paragraph 4(a)(i). The work performed was completed to the satisfaction of the Government. A final report evaluating the results of the exploration program has been presented by the Operator and accepted by the Executive Officer.

The Government has no interest in supplies or equipment used on the project.

A pseudo-certification is incorporated in Amendment No. 6 under Article 4(d).

A final Report of Review dated April 17, 1958 by DMEA Auditor C. A. Turner has been received.

As all contract requirements have been met, it is requested that final settlement of our account with the Operator be made.

Sincerely yours,

A. E. Weissenborn, Exec. Officer
DMEA Field Team, Region I

cc: DMEA (2)
USGS (2)

EXP... RECEI... 5
0/6

1201 N. Division St.
Spokane 2, Washington

April 29, 1958

Mrs. Dorothy Long, Certifying Officer
DMEA Field Team, Region I
1201 N. Division Street
Spokane 2, Washington

Re: Docket No. DMEA-3071 (lead-zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mrs. Long:

The project work under the referenced contract was terminated as of May 1, 1955 under the terms of Amendment No. 6, paragraph 4(a)(1). The work performed was completed to the satisfaction of the Government. A final report evaluating the results of the exploration program has been presented by the Operator and accepted by the Executive Officer.

The Government has no interest in supplies or equipment used on the project.

A pseudo-certification is incorporated in Amendment No. 6 under Article 4(d).

A final Report of Review dated April 17, 1958 by DMEA Auditor C. A. Turner has been received.

As all contract requirements have been met, it is requested that final settlement of our account with the Operator be made.

Sincerely yours,

A. E. Weissenborn, Exec. Officer
DMEA Field Team, Region I

cc: DMEA (2)
USGS (2)
Contract Admin. & Audit Div. (2)
Docket

Standard Form No. 1084 Revised
Form prescribed by
Comptroller General, U. S.
September 7, 1950
(Gen. Reg. No. 51, Supp. No. 11)

MAY 5

PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

D. O. Vou. No. .....

Bu. Vou. No. 2153

U. S. .....
(Department, bureau, or establishment)

Voucher prepared at Spokane, Washington 5/1/58
(Give place and date)

THE UNITED STATES, Dr., Payee's Account No. Idm-E594

To Silver Buckle Mining Company
(Payee)

904 Walker Bank Building Salt Lake City, Utah
(Address) (City) (State)

PAID BY

(For use of Paying Office)

No. and Date of Order	Date of Delivery or Service	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary) Discount Terms	QUANTITY	UNIT PRICE Cost	UNIT PRICE Per	AMOUNT Dollars	AMOUNT Cts.
	April 1955	Balance withheld under Voucher No. 1515 dated May 12, 1955				300	00
PAYMENT: Complete ☐ Partial ☐ Final ☐		FINAL PAYMENT					
		Use continuation sheet(s) if necessary					
Shipped from	to	Weight	Government B/L No.		Total	300	00

I certify that the above bill is correct and just and that payment therefor has not been received.

(Sign original only)

Date ..... *Payee .....
(This certificate not required when a like certificate is made by payee on attached bill or bills)

Per ..... Title .....

(Payee must NOT use this space)

Differences .....

Account verified; correct for 300 00

(Signature or initials) A.L.

Contract No. Date Req. No. Date Invoice Rec'd.

Pursuant to authority vested in me, I certify that this account is correct and proper for payment.

† Approved for $ 300.00

By .....

Title .....

SIGN ORIGINAL ONLY

† .....
(Authorized Certifying Officer)

Title .....

Date .....

THE REVERSE OF THIS FORM MUST BE EXECUTED WHEN PURCHASES ARE MADE OR SERVICES SECURED WITHOUT WRITTEN AGREEMENT IN ANY FORM

ACCOUNTING CLASSIFICATION (For completion by Administrative Office)

Appropriation, limitation, or project symbol	Appropriation title	Limit'n. or Proj't. Amount	Appropriation Amount

Allotment symbol	Amount	Obligations liquidated	COST ACCOUNT Symbol	COST ACCOUNT Amount	OBJECTIVE CLASSIFICATION Symbol	OBJECTIVE CLASSIFICATION Amount

Paid by { Check No. ..... dated ....., 19...., for $..... } on Treasurer of the United States in favor of payee named above.
{ Cash, $....., on ....., 19.... Payee .....
(Sign original only)

* When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.
† If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign on the line below "Approved for $.....", and over his official title.

Per .....

Title .....

16—22900-3

METHOD OF OR ABSENCE OF ADVERTISING

METHOD OF ADVERTISING

1. Advertising in newspapers Yes ☐ No ☐
2. (*a*) Advertising by circular letters sent to ..... dealers.
   (*b*) And by notices posted in public places Yes ☐ No ☐.

   (If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made below.)

ABSENCE OF ADVERTISING

3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with .....
5. Without advertising, it being impracticable to secure competition because of .....

.....

.....

.....

.....

(Here state in detail the nature of the exigency or circumstances under which the securing of competition was impracticable under 3 and 4).

NOTE.—The above form "Method of or Absence of Advertising" is to be used when purchases are made or services secured under proper authority without written agreement in any form. In case of a written agreement (formal contract, proposal, and acceptance, or less formal agreement) Standard Form No. 1036—Revised should be used for abstracting the method of or absence of advertising and award of contract. (See General Regulations No. 51, as amended.)

16—22900-2 ☆ U. S. GOVERNMENT PRINTING OFFICE : 1950—O-75806

OFFICE FILE COPY
DMEA
RECEIVED APR 21 1958

DATE	INITIALS	CODE
4/21	C	22C
4/21	[illegible]	550

1201 N. Division St.
Spokane 2, Washington

April 9, 1958

Mr. C. A. Turner
DMEA Auditor, Region I
1201 N. Division Street
Spokane 2, Washington

Re: Docket No. DMEA-3071 (lead-zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-2594

Dear Mr. Turner:

The project work under the referenced contract was terminated as of May 1, 1955 under the terms of Amendment No. 6, paragraph 4(a)(i). All the work performed was completed to the satisfaction of the Government.

A final inspection report on the completed work was submitted by John D. Bardill on January 2, 1958.

The Operator's final engineering and geological report was received on March 28, 1958. It is considered as having met the requirements of Article 5(b) of the contract.

The Government has no equity in equipment and supplies used on the project.

A pseudo-certification is incorporated in Amendment No. 6 under Article 4(d).

Work units completed within the terms of the contract are:

	Authorized	Completed
Install track, water, air and vent pipe	540 ft.	540 ft.
Enlarge and rehabilitate crosscut	110 ft.	110 ft.
Sink and timber shaft	800 ft.	800 ft.
Drift and crosscut, 750 level	1700 ft.	1294 ft.
Timbering	500 ft.	none
Adit level station and pocket	$7000	$7000
750 level station and pocket	$3000	$3000

It is now in order for you to issue your Report of Review.

By Field Team, Region I

A. E. Weissenborn, Exec. Officer
U. S. Geological Survey

Wing G. Agnew, Member
U. S. Bureau of Mines

cc: DMEA (3)
USGS (2)
USBM (AD)

rm 7

OFFICIAL FILE COPY

Date	Surname	Code
4/21	Alley	800
4/21	Talbot	800
4/22	C	220
4/22	Cobb	500

APR 22 1958

Mr. Charles A. Turner
DMEA Auditor
1201 North Division Street
Spokane 2, Washington

Re: Idm-E594, DMEA-3071
Silver Buckle Mining Company

Dear Mr. Turner:

Your report of review covering the above-cited project is acceptable. You are authorized to make normal distribution after changing the spelling of "Buckel" to "Buckle".

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Director
Contract Administration
and Audit Division

AMAlley/ama
April 21, 1958

Copy to: Docket
Admr. Reading File
Mr. Chambers

8623

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
So. 157 Howard Street
Spokane 4, Washington

April 3, 1958

OFFICE OF THE ... DMEA
RECEIVED APR 10 1958

DATE		CODES
4/10		220
4/10		800
4/10		500

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

Enclosed are the original and one copy of the Operator's final report received in this office on March 28, 1958, which is acceptable to the Field Team. Also enclosed are two copies of a sketch map showing the exploration work completed on the 750 level of the Vindicator mine.

A pseudo-certification is made in Item 4(d) of Amendment 6.

By Field Team, Region I

A. E. Weissenborn

A. E. Weissenborn, Executive Officer
U. S. Geological Survey

Wm. G. Agnew

Wm. G. Agnew, Member
U. S. Bureau of Mines

Enclosures
cc: USBM(2)
USBM(AD)
Sample

SILVER BUCKLE MINING COMPANY

WALLACE, IDAHO

SALT LAKE CITY OFFICE
904 WALKER BANK BUILDING

DMEA

March 21, 1958

Mr. A. E. Weissenborn
Executive Officer D.M.E.A.
Field Team, Region 1
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3071 (lead-zinc), Vindicator Mine
Shoshone County, Idaho, Contract No. Idm-E594

Dear Mr. Weissenborn:

In earlier correspondence this year, you have indicated that the above referenced contract has been closed and you requested a final report.

I am enclosing four copies of a report by Cale A. Hansen together with a sketch map showing the exploration work completed on the 750 level of the Vindicator Mine.

As indicated in Mr. Hansen's report, we are still optimistic regarding the possibilities of this area and do hope that additional work may be performed by one arrangement or another.

May I also indicate we greatly appreciate your personal cooperation together with that of your staff members and the Bureau of Mines in Spokane.

With best wishes, I am,

Very truly yours,

CLARK L. WILSON,
Vice President

CLW:ih

cc: Dr. F. E. Scott

4

DMEA Form 7
(12-56)

INTERIOR DEPT.
FEB 7 1958
SOLICITOR

FEB 12 1958

OFFICIAL FILE COPY

Date	Surname	Code
2/7	Griswold	500
	Robin	140
	Sawyer	140
2-11	Chapelhow	300
2/11	Selfridge	190
"	Johnson	130
		110
"	Witterdorf	100
2/12	C	220
		500

Mr. Clark L. Wilson
Vice President
Silver Buckle Mining Co.
904 Walker Bank Building
Salt Lake City, Utah

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Wilson:

We have your letter of January 29, 1958, on the cited contract.

The responsibilities of your company were covered in our letter to Dr. F. E. Scott, dated January 30, 1958. The responsibilities of others were also covered in letters to Thomas A. Powers and W. J. Logue, of the same date. For your information, we are enclosing copies of such letters.

Sincerely yours,

C. O. Witterdorf

Administrator

Enclosures

WRGriswold/er 2/7/58
Copy to: Docket
Admr R File
Op. Committee
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Region I (2)
Chron.

8623

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

INTERIOR DEPT.
FEB 5 - 1958
SOLICITOR

February 4, 1958

Memorandum

To: Associate Solicitor, Division of Mineral Resources

From: Director, Division of Base Metals

Subject: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

We call your attention to the January 29, 1958 letter from this Operator, for your comments.

It would seem that the inquiry was pretty well answered by the various letters regarding royalty obligations, which we sent out January 30.

W. R. Griswold

W. R. Griswold

RECEIVED
FEB - 5 1958
ASSOC. SOLICITOR
MINERAL RESOURCES

MF-500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 2/4/58

REFERRED TO:
1. ~~Asso. Sol. Div. Min. Resources~~
2. W. R. Griswold
3.
4.

FOR:

X	Action		Recommendation
	Approval		Record of
	Comment		Referring to
	Conference		
	Consideration		Reply for signature of
	Filing		
	Instructions		Rewriting
	Investigation		Signature
	Initials		Suggestions
	Mailing		Your information
	Previous correspondence		

RECEIVED
FEB - 5 1958
ASSOC. SOLICITOR
MINERAL RESOURCES

REMARKS: Re Docket No. DMEA-3071 - Silver Buckle Mining Company Rtd. without action per phone conversation H. Rubin

Check (X) before the items needing attention.

W. R. Griswold
er *Initials of sender.*

GPO 16—63815-1

SILVER BUCKLE MINING COMPANY

WALLACE, IDAHO

ADDRESS REPLY TO
SALT LAKE CITY OFFICE
904 WALKER BANK BUILDING
Salt Lake City, Utah

ORIGINAL FILE COPY
DMEA
RECEIVED FEB 3 1958

DATE	INITIALS	CODE
2 3	C	220
3	Chm	100
		500

January 29, 1958

Mr. C. O. Mittendorf, Administrator
Defense Minerals Exploration Administration
Interior Building
Washington 25, D. C.

Re: Docket No. DMEA 3071- Contract No. Idm - E 594

Dear Mr. Mittendorf:

As you know, the above referenced contract was automatically terminated as of May 1, 1955, under the terms of Amendment 6. We are now in the process of preparing our final report to close this account.

During the past few years, in preparing some of the amendments that extend the time for work performance, your department requested new lien forms from the Vindicator Silver-Lead Mining Company. As indicated in previous correspondence the officials of this company were not particularly cooperative and would never sign.

We would like an opinion from your Legal Department as to the status of the lien as it effects Silver Buckle Mining Company and Vindicator Silver-Lead Mining Company and the property in question.

With best wishes, I am,

Very truly yours,

Clark L. Wilson,
Vice President

CLW:ih

cc: Dr. F. E. Scott, President

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
	[illegible]	500
1/29	[illegible]	130
1/29	Lamb	130
		~~130~~
1/29	[illegible]	110
"	[illegible]	110
1/30	[illegible]	220
		500

JAN 30 1958

Mr. A. E. Weissenborn
Executive Officer
DMEA Field Team, Region I
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Weissenborn:

This is with reference to the Final Inspection Report on the cited project, dated January 2, 1958, by John D. Bardill.

We are writing all parties concerned as to their responsibilities under the Royalty Agreement contained in Amendment No. 6. Will you kindly advise this Operator as to the termination of the contract and its obligations regarding a final report, etc?

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

APPROVED:

Frank D. Lamb (FDL)
Member, Bureau of Mines

Thor H. Kiilsgaard (THK)
Member, Geological Survey

WRGriswold:ms 1/27/58
Copies: Docket
Admr. R. File
Op. Com.
Mr. Bishop, USBM
Mr. Killsgaard, USGS
Chron.

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
1/23	[illegible]	500
1/24	Talbert	800
1/29	[illegible]	130
1/29	[illegible]	130
1/29	[illegible]	30
"	[illegible]	110
"	[illegible]	100
1/30	[illegible]	220
		500

JAN 30 1958

Dr. F. E. Scott, President
Silver Buckle Mining Company
Box 1088
Wallace, Idaho

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Dr. Scott:

We have been advised by our Field Team that work under the cited contract was not resumed on or before December 31, 1957, as stipulated in Amendment No. 6 to the contract, dated August 9, 1957.

By the terms of Item 4(d) of this amendment, all minerals which may be mined or produced from October 12, 1953, to October 12, 1971, are subject to the Government's percentage royalty as set forth in the contract until the sum of $104,619.50 (subject to audit) is repaid.

Payments should be made to the Executive Officer, DMEA Field Team, Region I, South 157 Howard Street, Spokane 4, Washington. Checks should be drawn in favor of the Defense Minerals Exploration Administration. The purchaser should be advised to deduct royalties from the amount due on each shipment and forward the checks to the Executive Officer.

Royalty payments to the Government should be accompanied by suitable evidence, such as copies of the settlement sheets, showing quantity and grade of the products sold, the name of the purchaser, and the price and charges, certified to be correct by the purchaser.

You are requested to notify the Executive Officer of any change in ownership and production rights that might affect the Government's right to its percentage royalty. Also, if production ceases at any time for an extended period please notify the Executive Officer at six-month intervals that such is the case.

WRGriswold/er 1/23/58
Copy to: Docket
Admr R File
Op. Committee
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Region I (2)
Mr. W. J. Logus
Mrs. Kathryn Powers. chron.
Mr. Jay Chamberlin

Sincerely yours,

C. O. Mittendorf (for)

Administrator

8623

Form 7
-56)

OFFICIAL FILE COPY

Date	Surname	Code
1/23	Griswold	500
1/24	Talbot	800
1/29	Selfridge	130
1/29	Lamb	130
1/29	Gilogaard	130
"	Johnson	110
"	Hartendorf	100
1/30	C	220
		500

JAN 30 1958

Mr. Thomas A. Powers
Administrator of the
Estate of Kathryn Powers,
deceased
6231 Shattuck Avenue
Oakland 9, California

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Powers:

Enclosed is a copy of a letter to the Operator, pertaining to a Royalty Agreement, which has become effective pursuant to the terms of Amendment No. 6 to the above-cited contract.

This correspondence relates to the Owner's Consent to Lien and the Mortgagee's Subordination Agreement signed by Kathryn Powers on October 22, 1953, and the Consent to Lien signed by you on December 28, 1955. The Government's prior lien on the land and upon any production therefrom will continue in existence for the length of time mentioned in the enclosed copy of the letter to the Operator. You are obligated during that period to commit no act and to assert no claim in conflict with the Government's rights under the agreement signed by you, and to give advance notice of the Government's rights to any transferee or lessee of any part of your interest in the land or the production therefrom.

Sincerely yours,

C. O. Hartendorf

Administrator
WRGriswold/er 1/23/58
Copy to: Docket
Admr R File
Op. Committee
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Region I (2)
Mr. Chambers
Chron

Enclosure

8623

Form 7
-56)

OFFICIAL FILE COPY

Date	Surname	Code
	Friauf	500
1/29	Fallert	800
1/29	Selfridge	130
1/29	Lamb	130
1/29	Gilgoard	130
"	Johnson	110
"	Mittendorf	100
1-30		220
		500

JAN 30 1958

Mr. W. J. Logus, President
Vindicator Silver-Lead Mining Company
Scott Building
Box 469
Wallace, Idaho

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Logus:

Enclosed is a copy of a letter to the Operator, pertaining to a Royalty Agreement, which has become effective pursuant to the terms of Amendment No. 6 to the above-cited contract.

This correspondence related to the Owner's Consent to Lien signed by you on October 22, 1953. The Government's prior lien on the land and upon any production therefrom will continue in existence for the length of time mentioned in the aforesaid Consent to Lien. You are obligated during that period to commit no act and to assert no claim in conflict with the Government's rights under the agreement signed by you, and to give advance notice of the Government's rights to any transferee or lessee of any part of your interest in the land or the production therefrom.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

WRGriswold:ms 1/27/58
Copies: Docket
Admr. R. File
Op. Comm.
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Region I (2)
Mr. Chambers
Chron.

Enclosure

8623

Form 7
-56)

OFFICIAL FILE COPY

Date	Surname	Code
1/23	Kramer	500
1/24	Talbut	800
		130
		130
		130
		110
		100
		220
		500

Mr. W. J. Logus, President
Vindicator Silver-Lead Mining Co.
Scott Building
Box 469
Wallace, Idaho

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Logus:

Enclosed is a copy of a letter to the Operator, pertaining to a Royalty Agreement, which has become effective pursuant to the terms of Amendment No. 6 to the above-cited contract.

This correspondence related to the Owner's Consent to Lien signed by you on October 22, 1953. The Government's prior lien on the land and upon any production therefrom will continue in existence for the length of time mentioned in the ~~enclosed copy of the letter to the Operator~~. You are obligated during that period to commit no act and to assert no claim in conflict with the Government's rights under the agreement signed by you, and to give advance notice of the Government's rights to any transferee or lessee of any part of your interest in the land or the production therefrom.

Sincerely yours,

aforesaid Consent to Lien

Administrator

Enclosure

WRGriswold/er 1/23/58
Copy to: Docket
Admr R File
Op. Committee
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Region I (2)
Mr. Chambers,
Chron.

So. 157 Howard Street
Spokane 4, Washington

January 15, 1958

Mr. Clark L. Wilson, Vice-President
Silver Buckle Mining Company
904 Walker Bank Building
Salt Lake City, Utah

Re: Docket No. DMEA-3071 (Lead-Zinc)
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Wilson:

As work under the subject contract was not resumed on or before December 31, 1957, the contract has been automatically terminated as of May 1, 1955 under the terms of Amendment No. 6, paragraph 4(a)(i).

We wish to call your attention to item 4(c) of Amendment No. 6, which provides that the Operator shall promptly perform all winding up and settlement actions provided for in the contract including the rendering of a final report and final account. We are withholding $300 from your April 1955 voucher as mentioned in our letter to you of May 12, 1955. As soon as your final report is received, your account can be audited and any money due you can be released. Therefore, we would appreciate receiving your report as soon as possible so your account can be closed.

You are also referred to item 4(d) regarding certification and royalty payments. Pursuant to the terms of the contract all minerals mined or produced from October 12, 1953 to October 12, 1971 are subject to the Government's percentage royalty as set forth in the contract until the sum of $104,619.50 (subject to audit), which the Government has advanced, has been repaid.

The purchaser should be advised to deduct royalties from the amount due on each shipment and forward the checks, payable to the Defense Minerals Exploration Administration, to A. E. Weissenborn, Executive Officer, DMEA Field Team, Region I, South 157 Howard Street, Spokane 4, Washington.

You are requested to notify the Executive Officer of any changes in ownership or production rights that might affect the Government's right to its percentage of royalty.

By Field Team, Region I

A. E. Weissenborn, Exec. Officer
U. S. Geological Survey

Wing G. Agnew, Member
U. S. Bureau of Mines

cc: DMEA (3)
USGM (2)
USBM (AD)
Sample
Turner

Excerpt from Mr. Mittendorf's diary, 11/22/57:

Dmea. 3071

Clark Wilson called.

* * *

He asked about the Silver Buckle case and I told him I had given it considerable study and had come to the conclusion that we were not justified in changing the terms of the last amendment. In other words, when the time limit arrives as stated in that amendment the contract will be considered as terminated.

I told Clark we could not keep this contract in an "in force" status pending results of the east drift of the Paymaster zone on the Silver Mountain project. He accepted my decision. I suggested that if at some time in the future the results of the Silver Mountain project justified further work on the Silver Buckle, we would then consider a new application from him, provided we were still in business.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
So. 157 Howard Street
Spokane 4, Washington

CENTRAL FILE COPY
DMEA
RECEIVED OCT 30 1957

DATE	INITIAL	CODE
10/30	gb	220
10/31	Jlva	500

October 22, 1957

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

This is in reply to your letter of October 18, 1957 regarding Amendment No. 6 to the subject contract.

Apparently your letter crossed ours of October 17, 1957 with which we returned the Government and Audit copies of Amendment No. 6, signed by the Operator, and enclosed two copies of a letter from the company's secretary explaining his delay in returning the amendment to us.

Sincerely yours,

D. R. MacLaren
for: A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I

cc: USBM (2)
USBM (AD)
Sample

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
So. 157 Howard Street
Spokane 4, Washington

OFFICIAL FILE COPY DMEA RECEIVED OCT 21 1957		
DATE	INITIALS	CODE
10/21	gb	220
		500

October 17, 1957

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

Enclosed are the Government and Audit copies of Amendment No. 6 to the contract. Other copies of the amendment have already been distributed.

Also enclosed are two copies of a self-explanatory letter dated October 15, 1957 from Jack D. Gay, Treasurer of the Silver Buckle Mining Company, explaining the delay in returning the Government's copies of the amendment to this office.

Sincerely yours,

A. E. Weissenborn

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I

Enclosures

cc: USBM (2)
USBM (AD)
Sample

SILVER BUCKLE MINING COMPANY

WALLACE, IDAHO

SALT LAKE CITY OFFICE
904 WALKER BANK BUILDING

OFFICIAL FILE COPY
DMEA
RECEIVED OCT 21 1957

DATE	INITIALS	CODE

October 15, 1957

Mr. Donald R. MacLaren
Defense Minerals Exploration Administration
South 157 Howard Street
Spokane, Washington

Re: Docket No. DMEA-3071
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-1594

Dear Mr. MacLaren,

For the past week we have been looking for the Government's copies of Amendment No. 5. I have been blaming it on everyone else and now yesterday I found them attached to the back of our Operator's Copy in our files. I'm embarrassed.

Sorry to have caused everyone this needless searching.

Very truly yours,

Jack D. Gay
Treasurer

cc: Clark L. Wilson

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
10/18	GCS	500
	Mrianwed	500
10/18	GCS	130
"	Johnson	110
"	Butterworth	100
		~~HB~~
10/18	J.B	220
		500

500

OCT 18 1957

Mr. A. E. Weissenborn
Executive Officer
DMEA Field Team, Region I
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Weissenborn:

Will you please advise us regarding the proposed Amendment No. 6 to the cited contract which was mailed by you to the Operator on August 16, 1957. The Operator surely has had sufficient time to accept or reject this amendment.

Will you please get in touch with the Operator and inquire as to what its intent is regarding this amendment.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JB)
JWAlt/er 10/18/57
Copy to: Docket
Admr R File
Op. Committee
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

APPROVED:

Frank D. Lamb (JB)
Member, Bureau of Mines

(JB)
Member, Geological Survey

8623

OFFICIAL FILE COPY
DMEA
RECEIVED AUG 22 1957

DATE	INITIALS	CODE
8-22	C	220
8/22	[illegible]	800
8/22	Jud	500

So. 157 Howard Street
Spokane 4, Washington

August 16, 1957

Mr. Clark L. Wilson, Vice-President
Silver Buckle Mining Company
Salt Lake City Office
904 Walker Bank Building
Salt Lake City, Utah

Re: Docket No. DMEA-3071 (Lead-Zinc)
Vindicator Mine
Shoshone County, Idaho
Contract No. Ida-2594

Dear Mr. Wilson:

Enclosed are the original and four copies of Amendment No. 6 signed by the Administrator for the Government. This amendment has been prepared in accordance with the request contained in your letter of July 10, 1957, for a further extension of the recess period authorized in Amendment No. 5 to the contract.

If the terms and conditions of this amendment meet with your approval, please sign all copies, retain the copy marked "Operator's Copy," and return the others to this office.

Sincerely yours,

Donald R. MacLaren
Acting Member, DMEA
Field Team, Region I

Enclosures
cc: DMEA(2)
DMEA(2)
DMEA(AD)
Sample

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
8/8	[illegible]	500
8/8	[illegible]	500
8-8	Chamberlin	800
8/9	Martin	130
"	Johnson	110
"	[illegible]	100
8/12	B.	220
		500

AUG 12 1957

Mr. A. B. Weissenborn
Executive Officer
DMEA Field Team, Region I
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Adm-3594

Dear Mr. Weissenborn:

We are enclosing the original and four copies of a proposed Amendment No. 6 (2 pages), to the cited contract, signed by the Administrator, Defense Minerals Exploration Administration. Also enclosed are two extra copies of the amendment for the use of the Field Team. This amendment has been prepared as requested in your letter dated July 12, 1957.

If the proposed amendment meets with your approval, kindly present it to the Operator for approval and signature and, when completed, distribute the copies in the usual manner. In the event that the amendment is not satisfactory, and cannot be amended within your delegated authority, return all copies with your recommendation concerning any modification.

Sincerely yours,

W. S. Martin
ACTING Chairman, Operating Committee (JLB)

Enclosures

JWAlt/bjm (8/8/57)

APPROVED:

P. F. Yopes (JLB)
Member, Bureau of Mines

N. E. Nelson (JLB)
Member, Geological Survey

Copy to: Docket
Admr. R. File
Op. Committee
Mr. Bishop
Mr. Kiilsgaard
Chron.

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
	alt.	

500

July 26, 1957

Memorandum

To: Associate Solicitor, Division of Mineral Resources

From: Director, Division of Base Metals

Subject: Preparation of Amendment No. 6 for Docket No. DMEA-3071, Silver Buckle Mining Company, Vindicator Mine, Shoshone County, Idaho, Lead-Zinc, Contract No. Idm-E594.

Will you please prepare an Amendment No. 6 for the cited contract. This amendment will allow an extension of recess time to not later than December 31, 1957, and to extend the completion time for the work of the project to October 12, 1958.

If work is not started on or before December 31, 1957, a "pseudo certification" should be included in ths amendment.

Also included in this amendment should be a clause stating that if work is started on or before December 31, 1957, and is not completed on or before October 12, 1958, there should be a "pseudo certification", but leaving the Government the right to certify the project in the event that work is started and completed on or before October 12, 1958.

Article 8 of the Contract should be preserved in this amendment. Except that the royalty payment period should be increased to eighteen years. Amendment No. 4 increased the royalty payment to seventeen years.

No work has been done on this project since April 1955. Amendment No. 1, recessed the work beginning May 1, 1955.

This amendment could be prepared similar to Amendment No. 5, Ely Valley Mines, Inc., Docket No. DMA-66X, Contract No. Idm-E404.

Please refer to the letter, dated July 12, 1957, from Mr. A.E. Weissenborn to Mr. George C. Selfridge, and to the copy of the letter, dated July 10, 1957, from the Operator to Mr. Weissenborn.

W. R. Griswold

JWAlt/er
Copy to: Docket
Chron.

W. R. Griswold

8623

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
So. 157 Howard Street
Spokane 4, Washington

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 19 1957

DATE	INITIALS	CODE
7/19	C	220
19	alr.	130
		500

July 12, 1957

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

Enclosed is a letter dated July 10, 1957, from Clark L. Wilson, vice-president of the Silver Buckle Mining Company requesting a further extension of the recess period from July 1, 1957 to December 31, 1957.

We have no strong feelings one way or the other regarding further extension of time for resuming work under this contract. It might be preferable in some respects if the request were denied and the contract terminated. When the company's difficulties are settled, it could be reopened. We suggest this course for two reasons: first, to get a long inactive contract off the books; and second, when the Operator is ready to resume work an opportunity will be offered to change any items of cost that may then be out of line or to change the program should it seem desirable.

By Field Team, Region I

A. E. Weissenborn - per R.A.S.
A. E. Weissenborn, Exec. Officer
U. S. Geological Survey

Wing G. Agnew
Wing G. Agnew, Member
U. S. Bureau of Mines

Enclosure (in duplicate)

cc: USBM (2)
USBM (AD)
Sample

So. 157 Howard Street
Spokane 4, Washington

July 12, 1957

OFFICIAL FILE COPY
D M E A
RECEIVED JUL 19 1957

DATE	INITIALS	CODE

Mr. Clark L. Wilson, Vice-President
Silver Buckle Mining Company
Salt Lake City Office
904 Walker Bank Building
Salt Lake City, Utah

Re: Docket No. DMEA-3071 (Lead-Zinc)
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-8594

Dear Mr. Wilson:

This will acknowledge receipt of your letter of July 10, 1957, requesting a further extension of the recess period authorized in Amendment No. 5 to the contract.

We have forwarded your letter to Washington for consideration by DMEA.

Sincerely yours,

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I

cc: DMEA (2)
USBM (2)
USBM (AD)
Sample

SILVER BUCKLE MINING COMPANY

WALLACE, IDAHO

SALT LAKE CITY OFFICE
214 WALKER BANK BUILDING

July 10, 1957

Mr. A. E. Weissenborn
Executive Officer, DMEA,
Field Team, Region 1, NW District
South 157 Howard Street
Spokane 4, Washington

Re: Docket # DMEA 3071 (Lead & Zinc)
Contract No. Idm-E594

Dear Mr. Weissenborn:

Under Amendment No. 5 dated the 18th of January, 1957, the performance date of the above referenced Contract was advanced to July 1, 1957.

As you know our work at the Vindicator under this Contract was encouraging from a geological standpoint, but we feel that additional work will be necessary to prove a mineral discovery.

As you also know, another DMEA project is underway adjoining us to the east, and will no doubt provide information that would determine further work in the Vindicator.

Accordingly, we think it advantageous for both parties to the above Contract that performance date be again extended, this time to December 31, 1957. We therefore request an amendment accordingly.

Thanking you, I am,

Very truly yours,

Clark L. Wilson
Vice-President

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 19 1957

DATE	INITIALS	CODE

CLW:CS

cc: Mr. Alden Hull, Wallace, Idaho
Dr. F. E. Scott, Wallace, Idaho

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 1 1957

DATE	INITIALS	CODE

January 28, 1957

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

Enclosed are the Government, Docket, and Division copies of Amendment No. 5 to the contract.

Other copies of the amendment have already been distributed.

Sincerely yours,

A. E. Weissenborn

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW District

Enclosures

cc: Finance Office
USBM (2)
Sample

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 28 1957

DATE	INITIALS	CODE
1-28	C	220
1/28	[illegible]	800
		225
January 23, 1957		

xxxxxxxxxxxxxxxxx
So. 157 Howard Street
Spokane 4, Washington

Mr. Clark L. Wilson, Vice-President
Silver Buckle Mining Company
904 Walker Bank Building
Salt Lake City, Utah

Re: Docket No. DMEA-3071 (Lead-Zinc)
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Wilson:

As requested in your letter of December 12, 1956, our Washington, D. C. office has prepared Amendment No. 5, the original and five copies of which are enclosed. If this amendment meets with your approval, would you please sign all copies and return all but the copy marked for the Operator.

If the amendment does not meet with your approval, please return all copies with your comments.

Sincerely yours,

A. E. Weissenbern
Executive Officer, DMEA
Field Team, Region I, NW District

Enclosures

cc: DMEA (2)
USBM (2)
USBM (AD)
Sample

DMEA Form 7
(12-56)

500

OFFICIAL FILE COPY

Date	Surname	Code
1/16/57	[illegible]	500
	[illegible]	500
1-16	Chamberlin	800
1/18	Selfridge	130
1-18	[illegible]	110
"	Whittenberg	100

~~110~~

100

JAN 18 1957

Mr. A. B. Weissenborn
Executive Officer
DMEA Field Team, Region I
Northwest District
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

1-22 C 220 225

Dear Mr. Weissenborn:

Enclosed are the original and five copies of a proposed Amendment No. 5 for the cited contract, signed by the Administrator. There are also two extra copies of the proposed amendment for the use of the Field Team. By this amendment, we are extending the recess period to July 1, 1957, and the completion time to October 12, 1957. In your letter, dated December 26, 1956, you requested that the completion time be extended from January 1, 1957 to July 1, 1957. We presume that you intended to say the recess period be extended, as by Amendment No. 4 the recess period was to January 1, 1957. In order to extend the recess period it is necessary to allow additional time to complete the work of the contract.

If the proposed amendment meets with your approval, kindly present it to the Operator for approval and signature and, when completed, distribute the copies in the usual manner. In the event that the amendment is not satisfactory, and cannot be amended within your delegated authority, return all copies with your recommendation concerning any modification.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

APPROVED:

O. M. Bishop
Member, Bureau of Mines

Thor H. Kiilsgaard
Member, Geological Survey

JWAlt/bjl (1/16/57)
Copy to: Mails & Files
Admr. R. File
Op. Committee
Base Metals
Mr. Bishop
Mr. Kiilsgaard
Chron.

R.C.

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

500

Date	Surname	Code
1/8/57	J. ALE	500
		~~500~~
		140

January 8, 1957

Memorandum

To: Assoicate Solicitor, Division of Mineral Resources

From: Chief, Base Metals Division

Subject: Preparation of Amendment No. 5 for Contract No. Idm-E594, Docket No. DMEA-3071, Silver Buckle Mining Company, Vindicator Mine, Shoshone County, Idaho, Lead-Zinc.

Will you please prepare Amendment No. 5 for the cited contract. This amendment should extend the recess period by 6 months, or to not later than July 1, 1957. Also, the completion time should be extended by 4 months, or from 44 to 48 months from the date of the contract, or to October 12, 1957. Amendment No. 4 recessed the work of the project from July 1, 1956 to not later than January 1, 1957, and extended the completion time from 38 months to 44 months from the date of the contract.

When the amendment is prepared and sent to the Field Team, we will advise the Executive Officer that the Operator should continue its efforts to secure new Consents to Lien from the Vindicator Silver-Lead Mining Company.

W. R. Griswold

W. R. Griswold

JWAlt/er 1/8/57
Copy to: Base Metals
Chron.

8623

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

December 26, 1956

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (Lead-Zinc)
Vindicator Mine
Silver Buckle Mining Company
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

Enclosed are two copies of a letter from the Silver Buckle Mining Company requesting a six-month extension of the completion date of Contract No. Idm-E594 from January 1, 1957 to July 1, 1957.

The Field Team recommends that this request be approved.

By Field Team, Region I, NW Dist.

A. E. Weissenborn, Exec. Officer
U. S. Geological Survey

Wing G. Agnew, Member
U. S. Bureau of Mines

Enclosure

cc: USBM (2)
USBM (AD)
Sample

RECEIVED
DEC 31 1956
D.M.E.A.

December 12, 1956

Mr. A. E. Weissenborn
Executive Office, DMEA
Field Team, Region I, NW District
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3071 (lead and zinc)
Contract No. Idm-E594.

Dear Mr. Weissenborn:

As you will recall under the date of July 25, 1956, the Silver Buckle Mining Company was issued Amendment No. 4 under the above referenced DMEA docket.

This, in effect, continued the performance date on our contract to January 1, 1957.

In previous correspondence we have indicated that there have been, and are, some problems in negotiating additional operating rights for the Vindicator Silver-Lead Mining Company. These have not been resolved to date, but again a move is presently underway to re-arrange the operating contract to avoid these difficulties. Also, the Vindicator people have not as yet signed the necessary Consents to Lien as requested by your office sometime ago.

Also, it has been previously indicated that other work in the area will probably provide additional geological information that would certainly help in a better analysis of our future program. As you know, this argument is still valid.

Accordingly, we wish to again request that the performance date be moved forward another six months to give additional time for further arrangements.

Very truly yours,

SILVER BUCKLE MINING COMPANY

Clark L. Wilson
Vice-President

CLW:jw
cc: Mr. Alden Hull
Dr. F. E. Scott

RECEIVED
DEC 14 1956
U. S. G. S.
SPOKANE, WASH.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

RECEIVED
AUG 13 1956

August 7, 1956

Mr. George C. Selfridge, Chairman
DMEA Operating Committee
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

Enclosed are the Government, Docket, and Division copies of Amendment No. 4 to the contract.

By copy of this letter other copies of the amendment have been distributed.

Sincerely yours,

A. E. Weissenborn

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW Dist.

Attachments

cc: Finance Office w/encl.
USBM (2)
MacLaren

xxxxxxxxxxxxxxxxx
So. 157 Howard Street
Spokane 4, Washington

RECEIVED
AUG - 3 1956

July 31, 1956

Mr. Clark L. Wilson
Vice-President
Silver Buckle Mining Company
904 Walker Bank Building
Salt Lake City, Utah

Re: Docket No. DMEA-3071 (Lead-Zinc)
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-5594

Dear Mr. Wilson:

In accordance with your request of July 6, 1956 enclosed are the original and six copies of Amendment No. 4. If this amendment meets with your approval would you please sign all copies and return all but the copy marked for the Operator.

If the amendment does not meet with your approval please return all copies with your comments.

Sincerely yours,

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW Dist.

Enclosure

cc: DMEA (2)
USBM (2)
USBM (AD)
MacLaren

File Copy
Surname

J. All
Grimmer
Chambers
Selfridge
Jr Jones
Mattendorf

500

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

JUL 2 6 1956

Mr. A. E. Weissenborn
Executive Officer
DMEA Field Team, Region I
Northwest District
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Weissenborn:

We are enclosing the original and five copies of Amendment No. 4 to the cited contract, signed by the Administrator. Also enclosed are two extra copies of the amendment for the use of the Field Team.

If the amendment meets with your approval, kindly present it to the Operator for approval and signature and, when completed, distribute the copies in the usual manner. In the event that the amendment is not satisfactory, and cannot be amended within your delegated authority, return all copies with your recommendation concerning any modification.

Sincerely yours,

George C. Selfridge by esf
Chairman, Operating Committee

Enclosures

APPROVED:

P. F. Yopes by esf
Member, Bureau of Mines

N. E. Nelson by esf
Member, Geological Survey

NR JWAlt/er 7/25/56
Copy to: Docket
Admr R File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron

RCA

File Copy
Surname
J. Alt.

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

500

July 18, 1956

Memorandum

To: Associate Solicitor, Division of Mineral Resources

From: Chief, Base Metals Division

Subject: Preparation of Amendment No. 4 for Contract No. Idm-E594, Docket No. DMEA-3071, Silver Buckle Mining Company, Vindicator Mine (Lead-Zinc), Shoshone County, Idaho.

Will you please prepare Amendment No. 4 for the cited contract. This amendment should extend the recess period by 6 months or to not later than January 1, 1957. Also, the completion time should be extended by 6 months or from 38 to 44 months from the date of the contract. Amendment No. 3 recessed the work of the project from May 1, 1955 to not later than July 1, 1956.

The royalty payment period should be increased from 16 to 17 years.

Please refer to the letter from the Acting Executive Officer to Mr. George Selfridge, dated July 11, 1956.

W. R. Griswold

W. R. Griswold

WRGX
JWAlt/er

Copy to: Docket
Base Metals
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
So. 157 Howard Street
Spokane 4, Washington

RECEIVED
MAY 7 - 1956

May 1, 1956

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Co.
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

Enclosed are the Government, docket, and division copies of Amendment No. 3 together with three copies of a Consent to Lien signed by Thomas A. Powers as administrator of the estate of Kathryn Powers. The consent to lien required to be signed by the Vindicator Silver-Lead Mining Company has not yet been returned to us; however, even though it is no longer a requirement by virtue of Amendment No. 2 being cancelled we have, nonetheless, urged the Silver Buckle Mining Company to obtain it if possible.

Enclosed also are two copies of a letter dated April 26 from the company, together with our answer of May 1.

By copy of this letter both Amendments 2 and 3 are distributed to the Finance Office.

Sincerely,

A. E. Weissenborn

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW District

Enclosures

cc: Finance Office w/Amendments 2 and 3
USBM (2)
Fryklund

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

RECEIVED
JUL 1 0 1956

July 11, 1956

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

Enclosed are two copies of a letter from Mr. Clark L. Wilson, vice president of the subject company, in which he requests that the period of recess granted in Amendment No. 3 be extended, or that the contract be placed on an inactive basis.

Mr. Wilson called at the Survey office on July 10 and discussed the situation more fully. The Silver Buckle Mining Company is having difficulty in negotiating with the Vindicator Mining Company for rights of way to do the work necessary to gain needed geologic information on the 750 level and for additional ground believed necessary to provide additional exploration targets. Mr. Wilson believes that there may soon be a change in Vindicator management and that should this change take place, the new management will be easier to deal with. He also said that relations between the Silver Buckle and the Silver Mountain Companies are excellent and that, as work progresses at the Silver Mountain property, additional geologic information will become available to his company from that source. This may result in their requesting an amendment that will materially change their program. Mr. Wilson estimates that the entire situation will be crystallized within a year and asked that the recess be extended until July 1, 1957.

As stated in our letter of April 12, 1956, as far as the Field Team is concerned it makes little difference whether this project is officially closed or whether it is recessed. There is no basis at present for certifying a discovery. Should the project be terminated and later reactivated, as the Operator probably will

request, they would have logical grounds to claim that the new contract had no relation to the present one and that, therefore, there should be no repayment of the Government's contribution to this contract. If the period of recess is extended to July 1, 1957, as requested by the Operator, any future work would be done under this contract.

The resolution of this matter appears to be one of policy and whatever decision is made in Washington will be quite satisfactory with the Field Team.

By Field Team, Region I, NW District

Wing G. Agnew, Acting Exec. Officer
U. S. Bureau of Mines

Donald R. MacLaren, Acting Member
U. S. Geological Survey

cc: USBM(2)
USBM(AD)
MacLaren

RECEIVED
JUL 1 0 1956

July 6, 1956

Mr. A. E. Weissenborn,
Executive Officer, DMEA
Field Team, Region 1
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-307
(Lead-Zinc Contract No. IBM-2594)

Dear Mr. Weissenborn:

I wish to refer to your letter of April 25, 1956, regarding Amendment No. 3 to the above referenced Contract which recessed the operation of the Vindicator Mine to July 1, 1956.

The Silver Buckle Mining Company has continued negotiations during the past few months to obtain the necessary Consents to Lien from the Vindicator Mining Company, and we are also continuing with plans to develop the Vindicator property. A proposal has recently been made to change the corporate situation of the Vindicator Company which would result probably in different management, and no doubt different terms for additional work could be arranged. We feel this would greatly simplify future negotiations.

We still feel that additional geological information will become available from other work in this area, and we would expect this would help determine our future plan of action.

In order to keep this project available for DMEA consideration we would again like to request an additional recess of the Contract or possibly it could be placed on an inactive basis until we could arrange for amending it, possibly as a deep shaft project.

We certainly appreciate your past considerations in this matter, and again ask that our present request be considered.

With best wishes, I am,

Very truly yours,

Clark L. Wilson
Vice-President

CLW:CS

cc: Dr. F. E. Scott
Box 1088
Wallace, Idaho

Mr. Alden Hull
Box 1088
Wallace, Idaho

RECEIVED
JUL 9 1956
U. S. G. S.
SPOKANE, WASH.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON, D.C.~~
No. 157 Howard Street
Spokane 4, Washington

RECEIVED
MAY 7 - 1956

May 1, 1956

Clark L. Wilson, Vice President
Silver Buckle Mining Company
904 Walker Bank Bldg.
Salt Lake City, Utah

Re: Docket No. DMEA-3071 (Lead-Zinc)
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Wilson:

This is in reply to your letter of April 26, 1956.

In essence, contract work can continue without new Consent to Lien forms as the old Consent to Lien forms are still binding. Our Washington office would like to have the new forms signed if possible, because of the extension of the repay period from 10 to 16 years, but will not insist on it if prosecution of the contract work will be delayed indefinitely, as appears to be the case.

Sincerely,

A. K. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW Dist.

cc: DMEA (2)
USBM (2)
USBM (AD)
Fryklund

P.S. You should still continue your efforts to obtain the consent to lien on the new form from the Vindicator Silver-Lead Mining Company.

If it is necessary to replace ~~the~~ a rock bolted section with timbering, the ~~maximum~~ ~~minimum~~ cost per foot of rockbolting in the section shall be deducted from the ~~maximum~~ allowable cost per foot of timbering.

SILVER BUCKLE MINING COMPANY

WALLACE, IDAHO

SALT LAKE CITY OFFICE
904 WALKER BANK BUILDING

April 26, 1956

RECEIVED
MAY 7 - 1956

Mr. A. E. Weissenborn
Executive Officer, U.S. Geological Survey
Defense Minerals Exploration Administration
No. 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3071 (Lead-Zinc)
Contract No. Idm-2304

Dear Mr. Weissenborn:

I wish to acknowledge your letter of April 25, regarding Amendment No. 3 of the above referenced DMEA Contract.

I am returning to you the executed copies of Amendment No. 3 and wish to indicate that our only reason for not returning them prior to this time was the thought that some action might have been taken on information in my letter of April 7, which would have changed some of the conditions of Amendment No. 3.

Your letter indicates that Amendment No. 3 does not require a new Consent to Lien, but the last sentence in your letter indicates that we should continue to attempt to obtain these. I would appreciate further clarification of this particular point.

Thanking you for your consideration, I am,

Very truly yours,

CLARK L. WILSON
Vice President

CLW:ie

Enclosure

cc: Mr. F. E. Shott
Box 1066
Wallace, Idaho

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

RECEIVED
APR 30 1956

April 25, 1956
Air Mail

Clark L. Wilson, Vice President
Silver Buckle Mining Company
908 Walker Bank Bldg.
Salt Lake City, Utah

Re: Docket No. DMEA-3071 (Land-Sim)
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-459A

Dear Mr. Wilson:

This is in reply to your letter of April 7, 1956. Our Washington office has pointed out that Amendment No. 3 recesses the operation to July 1, 1956. According to the terms of the amendment, there is no requirement that new Consents to Lien be obtained as Amendment No. 3 cancels Amendment No. 2 which required new Consents to Lien. In our letter of March 28 we merely state that you should continue your efforts to obtain the Consents to Lien.

In other words, work at the Vindicator may start immediately or be recessed until July 1, 1956. It is, therefore, to your interest to sign and return Amendment No. 3 as soon as possible. If the Defense Production Act should be extended and work under the terms of the contract has not been resumed by July 1, a request to extend further the recess period could then be considered.

You should still continue your attempts to get the new Consents to Lien signed.

By Field Team, Region I, BM Dist.

A. E. Weissenborn, Exec. Officer
U. S. Geological Survey

Ving E. Agnew, Author
U. S. Bureau of Mines

cc: DMEA (2)
USBM (2)
USBM (AB)
Fryklund

File Copy
Surname

500

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

Mr. A. E. Weissenborn
Executive Officer
DMEA Field Team, Region I
Northwest District
South 157 Howard Street
Spokane 4, Washington

APR 20 1956

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-R594

Dear Mr. Weissenborn:

This is with reference to your letter of April 12 and to the copy of the letter to you from Clark L. Wilson, dated April 7, 1956, regarding the cited project.

It is our opinion that this contract should not be terminated and should be kept on an active status. We can see no reason why the Operator does not sign Amendment No. 3. This amendment gives him what he is asking for; a recess of operations to July 1, 1956. According to the terms of this amendment, there is no requirement that it obtain new Consents to Lien; it has merely been mentioned that it should continue its efforts to secure new Consents to Lien. Amendment No. 3 cancelled Amendment No. 2 which required new Consents to Lien.

If the Defense Production Act should be extended and work under the terms of contract has not been resumed by July 1, we then could consider a request to further extend the recess period of this project.

Please notify the Operator that it is to its interest that Amendment No. 3 be executed and returned to you as soon as possible; thus the contract is kept active which seems to be Mr. Wilson's desire.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (2/B)

APPROVED:

/s/ Robert W. Geehan (2/B)
Member, Bureau of Mines

Thor H. Kiilsgaard (2/B)
Member, Geological Survey

JWAlt/er 4/18/56
Copy to: Docket
Admr R File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

P. S. In the meantime, please forward a report as soon as possible on the results of the work performed.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

RECEIVED
APR 13 1956

April 12, 1956

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

We are enclosing copies of a letter of April 7, 1956 from Clark L. Wilson, Vice-President of Silver Buckle Mining Company, concerning the status of this contract.

As far as the Field Team is concerned it makes little difference whether this project is officially closed or whether it is recessed in the manner that Mr. Wilson proposes. Terminating it would have the advantage of getting it off the books, but there is also something to be said for recessing it. There is no present basis for declaring a discovery and, if the project were terminated and then reactivated, the Operator could logically claim that the new contract had no relation to the old contract and there should be no repayment of the Government's contribution on the first contract. On the other hand, if the project were recessed, then very logically any new work done would merely be an extension of the existing contract. Thus there is some advantage, too, in keeping the contract open.

It appears that the resolution of this matter is one of policy and whatever decision is made in Washington will be quite satisfactory with the Field Team.

By Field Team, Region I, NW Dist.

A. E. Weissenborn
A. E. Weissenborn, Exec. Officer
U. S. Geological Survey

Wing G. Agnew
Wing G. Agnew, Member
U. S. Bureau of Mines

Enclosure 1 (in dup.)

cc: USBM (2)
USBM (AD)
Fryklund

RECEIVED
APR 16 1956

April 7, 1956

Mr. A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I
NW District
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3071
Contract No. Ida-8304

Dmka

Dear Mr. Weissenborn:

I wish to acknowledge your letter of March 20, 1956, and the accompanying Amendment No. 3 of the above referenced DMEA Contract.

The Silver Buckle Board of Directors has been considering a Vindicator development program and we analyze the situation as follows: The mineral showing exposed on the 750 level was encouraging and we would like to develop this further in depth. Before such a program is practical additional geological information must be obtained on the 750 level, and more property must be acquired to provide additional prospecting objectives to justify new shaft sinking investments, as well as provide rights of way to do the necessary work for the geological information mentioned above.

It will take some time to negotiate the property rights and arrange the agreements between Vindicator, Silver Buckle and the third parties. To date we have not received the signed copies from Vindicator Silver-Lead Mining Company of the consent to lien required under present Amendments 2 and 3. To give time for the necessary arrangements we request that our Silver Buckle DMEA Contract be suspended and kept on an inactive basis until it can be amended for a deep shaft project.

We feel this approach is in the best interests of all parties concerned. The present status of the property would indicate no possibility of repayment of the DMEA loan. Additional work might easily prove successful in developing an ore body and assure profitable operation. I believe it more logical and practical to reactivate

RECEIVED
APR 10 1956
U. S. G. S.
SPOKANE, WASH.

the present contract some time in the near future rather than go through the procedure of cancellation and re-submission of a new proposal.

I also think it is quite probable that during this time of suspension additional geological information will be available from other work in this area to help determine our plan of action.

We will cooperate in any way possible to arrange for a continuation of the project in the future.

Very truly yours,

SILVER BUCKLE MINING COMPANY

Clark L. Wilson
Vice President

CLW:jw

cc: Dr. F. E. Scott
Mr. Alden Hull

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

March 20, 1956

Mr. Clark L. Wilson, Vice-President
Silver Buckle Mining Company
Wallace, Idaho

In: Docket No. DMEA-3071 (Lead-Zinc)
Vindicator Mine
Shoshone County, Idaho
Contract No. Ida-2594

Dear Mr. Wilson:

As requested in your letter of January 16, 1956, our Washington office has prepared the enclosed Amendment No. 3 to your contract, which extends the recess period to not later than July 1, 1956. If this amendment meets with your approval would you please sign all copies and return all but the copy marked for the Operator.

If the amendment does not meet with your approval please return all copies with your comments.

We expect that you will continue your efforts to obtain the outstanding Consent to Lien required by Amendment No. 2.

Sincerely yours,

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW Dist.

Enclosure

cc: DMEA (2)
USBM (2)
USBM (AD)
Fryklund

File Copy
Surname
D. W. Alt
Champers
Selfridge
Bjelman

500

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

Mr. A. E. Weissenborn
Executive Officer
DMEA Field Team, Region I
Northwest District
South 157 Howard Street
Spokane 4, Washington

MAR 15 1956

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Weissenborn:

We are enclosing the original and five copies of Amendment No. 3 to the cited contract, signed by the Administrator, together with Annex IV. Also enclosed are two extra copies of the amendment for the use of the Field Team.

If the amendment meets with your approval, kindly present it to the Operator for approval and signature and, when completed, distribute the copies in the usual manner. In the event that the amendment is not satisfactory, and cannot be amended within your delegated authority, return all copies with your recommendation concerning any modification.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (SHB)

Enclosures

JWAlt/bjl (rewritten 3/8/56)

APPROVED:

/s/ Robert W. Geehan (SHB)
Member, Bureau of Mines

Thor H. Kiilsgaard
Member, Geological Survey (SHB)

Copy to: Docket
Admr. R. File
Op. Committee
Base Metals
Mr. Bishop
Mr. Kiilsgaard
Chron.

P. S. Please advise the Operator that it should continue its efforts to secure the new Consents To Lien originally required by Amendment No. 2.

R.C.S.

Docket Copy

Indrity 3/7/56
Dwyer
"Appd. Sol. Off."
Chambers

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

Amendment No. 3

Because of failure of the Operator (Silver Buckle Mining Company) to supply new Consents to Lien on Form NF-203 (Revised March 24, 1955), Amendment No. 2 is hereby cancelled.

It is agreed this _____ day of _____, 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Silver Buckle Mining Company that Exploration Project Contract No. Idm-X594 (Docket No. DMEA-3071), dated October 12, 1953, as amended, is hereby further amended as follows:

1. Work under the Contract shall be suspended during the period beginning May 1, 1955, and ending not later than July 1, 1956.

2. The time fixed by Article 3 of the Contract for completion of the work, extended by Amendment No. 1 to 36 months, is further extended to 38 months.

3. In Article 7, all of the second sentence beginning with the word "Provided," is deleted.

4. Annex XXI of the Contract, which replaced Article 6 of the Contract, is deleted and the attached Annex IV is added in lieu thereof.

This Amendment No. 3 shall be effective only if new Consents to Lien on Form NF-203 (Revised March 24, 1955) are first executed by the Owners of the lands covered by this Contract.

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

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Administrator, Defense Minerals
Exploration Administration

SILVER BUCKLE MINING COMPANY

By _____

Title _____

File Copy
Surname J. W. Griswold

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION 500
WASHINGTON 25, D. C.

February 21, 1956

Memorandum

To: Associate Solicitor, Division of Mineral Resources

From: Chief, Base Metals Division

Subject: Preparation of Amendment No. 3 for Contract No. Idm-E594, Docket No. DMEA-3071, Silver Buckle Mining Company, Vindicator Mine (Lead-Zinc), Shoshone County, Idaho.

Will you please prepare Amendment No. 3 for the cited contract. A draft of the proposed amendment is attached to this memorandum.

Please refer to our letter to the Executive Officer, Region I, Northwest District, dated February 6, and to his letter, dated February 13, 1956.

W. R. Griswold

W. R. Griswold

JWAlt/er

Copy to: Docket
Base Metals
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~

So. 157 Howard Street
Spokane 4, Washington

RECEIVED
FEB 17 1956

February 13, 1956

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

Enclosed are the Government, Docket and Division copies of Amendment No. 2 as requested in your letter of February 6. We will retain the others and distribute with Amendment 3, which will be written in Washington.

Approximately 400 feet of work remains to be done, most of which will be used to drive to and beyond the Paymaster fault. This could certainly be done in 2½ months' time. The operator has not yet managed to get all of the necessary consents to lien and we cannot predict when this will happen, but certainly July 1, 1956 should be the end of the recess period.

The extension of the contract to 38 months, as was done by Amendment No. 2, should still give adequate time to finish contract work.

By Field Team, Region I, NW Dist.

A. E. Weissenborn

A. E. Weissenborn, Exec. Officer
U. S. Geological Survey

Wing G. Agnew

Wing G. Agnew, Member
U. S. Bureau of Mines

Enclosures

cc: USBM (2)
USBM (AD)
Fryklund

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
So. 157 Howard Street
Spokane 4, Washington

February 8, 1956

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-2719 (Lead-Zinc)
Day Mines, Inc.
Hercules Mine
Shoshone County, Idaho
Contract No. Idm-E 484

and

Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

The Coeur d'Alene district strike has been ended and work should soon be resumed at most of the properties.

Except for the Day Mines, Inc. Hercules project and the Silver Buckle project no time extensions of contracts are needed at the moment. A request for a Silver Buckle extension has been submitted (letter of January 18, 1956), and we have just written Day Mines, copies of letter enclosed, as to their intentions about the present contract.

Sincerely yours,

A. E. Weissenborn

Enclosure

cc: USBM (2)
USBM (AD)

C
O
P
Y

File Copy
Surname
J. Alt.
Swanson
Martin
Hofman
Mattendorf

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

500

FEB - 6 1956

Mr. A. E. Weissenborn
Executive Officer
DMEA Field Team, Region I
Northwest District
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Ida-E594

Dear Mr. Weissenborn:

This is with reference to your letter dated January 18, 1956, regarding the cited project. As Amendment No. 2 was signed by the Operator but is not in effect because the Operator did not supply the required Consent to Lien, we suggest that you return the Division, Docket and Government copies of this Amendment to us. Upon the receipt of these copies we will prepare Amendment No. 3 extending the recess period and completion time of the project.

After you receive Amendment No. 3 which will contain a clause cancelling Amendment No. 2, and it has been properly executed, the usual distribution of both amendments should be made.

Please return the copies of Amendment No. 2 at your earliest convenience, and advise us as to the extension of time needed to complete the work of this project.

Sincerely yours,

W. S. Martin
ACTING Chairman, Operating Committee (2/6)

JWAlt/er 2/2/56
Copy to: Docket
Admr R File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

APPROVED:

/s/ Robert W. Geehan (2/6)
Member, Bureau of Mines

Thor H. Kiilsgaard (2/6)
Member, Geological Survey

R.C.L.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D. C.~~
So. 157 Howard Street
Spokane 4, Washington

RECEIVED
JAN 23 1956

January 18, 1956

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Hunter Mining District
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

Enclosed is a self-explanatory letter dated January 16, 1956, from Clark L. Wilson, Vice-President, Silver Buckle Mining Company.

We recommend that his request be approved.

Mr. Wilson's comment about the strike deserves some amplification. The strike in the Coeur d'Alene district has been in progress since August 1955, and there is no sign that it will end soon.

By Field Team, Region I, NW Dist.

A. E. Weissenborn

A. E. Weissenborn, Exec. Officer
U. S. Geological Survey

Wing G. Agnew

Wing G. Agnew, Member
U. S. Bureau of Mines

P.S. Amendment 1, although signed, has not been distributed by this office because the Consent to Lien from the Vindicator people has not been returned and therefore Amendment 1 is not in effect.

Enclosure

cc: USBM (2)
USBM (AD)
Fryklund

January 16, 1956

Mr. A. E. Weissenborn
Executive Officer
Field Team, Region No. I
Defense Minerals Exploration Administration
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3071, Contract No. Idm-E594.

DMEA

Dear Mr. Weissenborn:

Under the date of October 7, we request an amendment to this contract for suspension of work for an additional period of 60 days in which to negotiate acquisition of additional ground for prospecting rights north of the Vindicator property. It was also, of course, necessary to negotiate terms of this operation with the Vindicator Silver-Lead Mining Company.

We have been successful in a preliminary way in making arrangements for additional property, but we are having difficulty negotiating terms of the Vindicator people.

As I recall time was extended to January 1, and you requested certain liens be signed with reference to the work. It is my understanding that the lien has been obtained from the estate of Kathryn Powers, but to date we have not received the consent of the Vindicator Company. As you also know the district is plagued with the problem of a Union workers' strike at the present time which further complicates operational procedures in that area.

We still feel that this project has merit and definitely want to complete the contract. Accordingly, we request that the contract be amended for suspension of work to July 1, 1956. It is our understanding that this will probably involve also amendment of the overall work time and also the royalty payment period.

Thanking you, I am

Very truly yours,

CLARK L. WILSON
Vice-President

RECEIVED
JAN 18 1956
U. S. G. S.
SPOKANE, WASH.

CLW:jw

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

RECEIVED
JAN 3 1956

So. 157 Howard Street
Spokane 4, Washington

December 28, 1955

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA 3071 (lead-zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

With your letter of November 1, Amendment No. 2, with Consents to Lien, were forwarded to us for signature of the Operator; these were mailed to the company on November 8.

For your information, although we have not received a written communication from the operator since his letter of December 6 saying that the Consent to Lien forms had been sent to the Vindicator people for signature, they have been in the office several times to discuss the contract and the proposed amendment. All that remains to be done is for the Vindicator Company to sign and return the Consent to Lien forms. This should be done and the amendment distributed within the next two weeks.

Very truly yours,

Verne C. Fryklund Jr.

Verne C. Fryklund, Jr.
For: A. E. Weissenborn
Executive Officer, DMEA
Field Team, Reg. I, NW Dist.

cc: USBM (2)
USBM(AD)
Fryklund

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

November 8, 1955

Mr. Clark L. Wilson, Vice-President
Silver Buckle Mining Company
Wallace, Idaho

Re: Docket No. DMEA-3071 (lead-zinc)
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-2594

Dear Mr. Wilson:

Enclosed are the original and five copies of Amendment No. 2 to your exploration project contract.

Amendment No. 1 extended the repay period from 15 years to 16 years; as the original Consents to Lien were for only 10 years it will be necessary to have the enclosed Consents to Lien signed before Amendment No. 2 becomes effective.

If the amendment meets with your approval will you sign and return all but the Operator's copy. The Consents to Lien should be returned at that time.

Sincerely yours,

RECEIVED
NOV 14 1955

Verne C. Fryklund, Jr.
For: A. R. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW Dist.

Enclosures

cc: DMEA (2)
USBM (2)
USBM (AD)
Fryklund

File Copy
Surname
9. ac.
Griswold
Chambers
Williams
Selfridge
Johnson

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

500

NOV - 1 1955

Mr. A. E. Weissenborn
Executive Officer
DMEA Field Team, Region I
Northwest District
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-3594

Dear Mr. Weissenborn:

We are enclosing the original and five copies of Amendment No. 2 to the cited contract, signed by the Administrator, together with copies of Consents to Lien.

Before this amendment can be executed, it will be necessary for the Operator to obtain new Consents to Lien. We are enclosing copies of the memorandum from the Associate Solicitor, Division of Mineral Resources, dated October 26, 1955.

If the amendment meets with your approval, kindly present it to the Operator for approval and signature and, when completed, distribute the copies in the usual manner. In the event that the amendment is not satisfactory, and cannot be amended within your delegated authority, return all copies with your recommendations concerning any modification.

P.S. Extra copies of the amendment are attached for the use of the Field Team.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JB)

Enclosures

JWAlt/er 10/28/55
Copy to: Docket
Admr R File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

APPROVED:

/s/ Robert W. Geehan (JB)
Member, Bureau of Mines

W. P. Williams (JB)
Member, Geological Survey

R.C.

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

Indritz

OCT 26 1955

Memorandum

To: The Administrator, DMEA
Attention: Chief, Base Metals Division

From: Associate Solicitor, Division of Mineral Resources

Subject: Amendment No. 2 to Contract Idm-K594 (Docket DMEA No. 3071 with Silver Buckle Mining Company)

Pursuant to your request, a proposed Amendment No. 2 to this contract is attached.

Examination of the file indicates that the contract provided for a royalty repayment period of 15 years, and that Amendment No. 1 extended this period to 16 years. However, the Consents to Lien obtained from the owners were only for 10 years. No additional Consent to Lien appears to have been obtained when Amendment No. 1 was obtained. Accordingly, Amendment No. 2 has been drafted to provide that it shall be effective only if new Consents to Lien on Form MF-203 (Revised March 24, 1955) are first executed by the owners.

Robert P. Dwyer

Robert P. Dwyer

P.Indritz/wog
10/26/55
Copies to: DMEA Docket
Sol. Docket
W.R.Griswold (2)
G.C.Selfridge (2)
R.P.Dwyer
P.Indritz
Chron.

File Copy
Surname
J. Cole

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

500

October 20, 1955

Memorandum

To: Associate Solicitor, Division of Minerals Resources

From: Chief, Base Metals Division

Subject: Preparation of Amendment No. 2, Docket No. DMEA-3071, Silver Buckle Mining Company, Vindicator Mine, Shoshone County, Idaho, Contract No. Idm-1594

Will you please prepare Amendment No. 2 for the cited contract. This amendment will allow the Operator to suspend work to not later than January 1, 1956. Amendment No. 1 allowed the work under the terms of the contract to be suspended from May 1, 1955, to not later than November 1, 1955.

Please refer to the letter from A. E. Weissenborn, dated October 11, 1955, and copy of letter from Clark L. Wilson to A. E. Weissenborn, dated October 7, 1955.

W. R. Griswold

W. R. Griswold

WRG
JWAlt/er

Copy to: Docket
Base Metals
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

RECEIVED
OCT 14 1955

October 11, 1955

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (lead-zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

Enclosed is a copy of a letter from C. L. Wilson, Silver Buckle Mining Company, requesting a 60-day extension of their recess period, as provided for in Amendment 1.

This letter was sent in reply to our letter of October 5, 1955, inquiring as to their intentions.

We recommend that their request be approved.

By Field Team, Region I, NW Dist.

for Verne C. Fryklund
A. E. Weissenborn, Exec. Officer
U. S. Geological Survey

Wing G. Agnew
Wing G. Agnew, Member
U. S. Bureau of Mines

Enclosure

cc: USBM (2)
USBM (AD)
Fryklund

RECEIVED

OCT 14 1955

October 7, 1955

Mr. A. E. Weissenborn
Executive Officer
Field Team Region No. 1
Defense Minerals Exploration Administration
South 157 Howard Street
Spokane 4, Washington

Reference: Docket No. DMEA-3071
Contract No. Idm-E594

Dear Mr. Weissenborn:

You will recall that under the date of May 25, Amendment No. 1 was approved on the above referenced contract. Amendment No. 1 includes provision for suspension of work during the period May 1, 1955, and ending not later than November 1, 1955, the reason for this suspension being that it was necessary for Silver Buckle to negotiate for additional ground to be prospected north of the Vindicator property. It was also necessary to negotiate terms of this operation with the Vindicator Silver-Lead Mining Company. During the five months intervening since June 1, we have had numerous negotiation sessions with the Vindicator people, but have not been able to reach final terms on this operating agreement.

As you will recall, there is about 400 feet of work remaining to be done under this contract, and it now appears we are nearing agreement with Vindicator on terms for this work. It is indicated in your correspondence it will be necessary to have DMEA approval on the allocation of this 400 feet, but it now appears that negotiations and approval cannot be obtained by November 1. Since chances look good for a settlement of these operating difficulties, we wish to request at this time an extension of the suspension provided in Amendment No. 1 for an additional period of 60 days. It is our hope that all necessary negotiations can be completed within this time.

Thanking you for your consideration, I am,

Very truly yours,

Clark L. Wilson
Vice-President

CLW:CS

cc: Dr. F. E. Scott
Mr. Gale A. Hansen

RECEIVED

OCT 10 1955

U. S. G. S.
SPOKANE, WASH.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
So. 157 Howard Street
Spokane 4, Washington

RECEIVED
OCT 10 1955

October 5, 1955

Mr. Clark L. Wilson, Vice-President
Silver Buckle Mining Company
904 Walker Bank Building
Salt Lake City, Utah

Re: Docket No. DMEA-3071 (lead-zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-1594

Dear Mr. Wilson:

We note that the present recess of your contract expires November 1, 1955 (Amendment No. 1). Would you inform us as soon as convenient whether you plan to resume contract work.

By Field Team, Region I, NW District

A. K. Weissenborn, Exec. Officer
U. S. Geological Survey

Wing G. Agnew, Member
U. S. Bureau of Mines

cc: DMEA (2)
USBM (2)
Fryklund

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

RECEIVED
JUN 20 1955

June 17, 1955

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (lead-zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

Attached are the Government, Docket, and Division copies of Amendment No. 1 to the cited contract.

Distribution of this amendment is being made in the usual manner.

Sincerely,

A. E. Weissenborn

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I
Northwest District

Attachments

cc: Finance Office w/encl.
USBM (2)
Fryklund

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

RECEIVED
JUN 10 1955

June 4, 1955

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (lead-zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

Enclosed are copies of a letter dated May 13, 1955, from Mr. Clark L. Wilson of the Silver Buckle Mining Company in which he broaches the possibility of expending the 750 crosscut northerly to cut the Paymaster fault. Enclosed also are copies of our letter dated June 4, 1955, to Mr. Wilson. The exact position of the Paymaster fault is not known but according to Fryklund it should be from 50 to 100 feet from the present face. There is also a possibility that some other fissures such as the Homestake and Belvedere might be cut by driving a crosscut north a reasonable distance.

The Field Team would favor this work but not for the reasons given by Mr. Wilson. According to Fryklund, available evidence is that the Paymaster fault is a postmineral fault that has possibly considerable strike-slip movement. The intensive shearing adjacent to the Vindicator vein, and the shearing of the vein itself, is considered by Fryklund to be a result of the movement along the Paymaster fault.

The problem is controversial and, frankly, definite information about the Paymaster fault would also be of value for the Silver Mountain work to the east as well as this project. Fryklund also suggests that there may be unknown ore-bearing structures in the area to be crosscut north of the Paymaster.

Certainly deep exploration of the Vindicator vein would be rather pointless if the Paymaster fault cuts the Vindicator vein say 500 feet or so below the 750 level. If, unexpectedly, the Paymaster

fault and other structures to the north should prove to be mineralized on this level then there would indeed be a much stronger justification for deep exploration in this area. We therefore would favor the idea of extending the crosscut to the north. Such extension however would be contingent upon the Silver Buckle Mining Company making some agreement with Day Mines, Inc., which controls the ground and also Silver Buckle would have to obtain the permission of the Vindicator Silver-Lead Mining Company, as pointed out by Mr. Wilson. Therefore no action can be taken at this time.

We will inform you of further developments and at that time will prepare a map showing the expected position of the Paymaster fault according to the best information available.

By Field Team, Region I, NW District

Verne C. Fryklund

for A. E. Weissenborn, Executive Officer
U. S. Geological Survey

Thomas E Howard

Thomas E. Howard
For: Wing G. Agnew, Member
U. S. Bureau of Mines

cc: USBM (2)
Fryklund

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

So. 157 Howard Street
Spokane 4, Washington

RECEIVED
JUN 10 1955

June 4, 1955

Mr. Clark L. Wilson, Vice-President
Silver Buckle Mining Company
Wallace, Idaho

Re: Docket No. DMEA-3071 (lead-zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Wilson:

In accordance with your request of May 13, 1955, we are enclosing herewith the original and six copies of Amendment No. 1 to the Vindicator contract. The purpose of this amendment is to recess the project from May 1 to November 1, 1955, and to fix the time at 36 months for completion of the work, pending a decision as to what other steps might be taken and pending also arrangements that must be made in order to do additional work which you are considering. If you find this amendment satisfactory, will you please sign all copies, retain the one marked "Operator's Copy" and return the others to us.

With reference to your request to extend the crosscut northerly and to drift on other structures which might be encountered, such as the Paymaster fault, this is beyond the authority of the Field Team to grant and we have forwarded your request to the DMEA office in Washington, D. C. As you point out, no action can be taken until you officially complete negotiations with Day Mines, Inc., and have the approval of Vindicator Silver-Lead Mining Company. You should advise us at once if and when you are successful in completing these negotiations as no approval can be given until these arrangements have been completed.

By Field Team, Region I, NW District

cc: DMEA (2) w/ cys incoming
USBM (2) "
USBM(AD) "
Fryklund

A. E. Weissenborn, Executive Officer
U. S. Geological Survey

Thomas E. Howard
For: Wing G. Agnew, Member
U. S. Bureau of Mines

Enclosure

May 13, 1955

RECEIVED
JUN 10 1955

Mr. A. E. Weissenborn
Executive Officer
Region I, BMEA Field Team
United States Geological Survey
Spokane, Washington

Re: Docket No. BMEA-3071
Contract No. Idm-E594

Dear Mr. Weissenborn:

Under date of April 22, 1955, we wrote your office requesting a recess on this contract for a period of six months in order that arrangements could be made for additional work that would involve negotiations with other companies. As you will recall, we still have slightly over 400 feet of drifting or cross cutting that has not been used under the original contract.

During the last two weeks we have negotiated with the Day Mines, Incorporated, for an additional claim and a half that adjoins the present Vindicator work directly to the north.

Present geological knowledge indicates that the Paymaster Fault exists a short distance north of the present cross cut that we have driven on the 750 level from the Vindicator Shaft. It is presently thought by geologists who have studied this problem that the Paymaster Fault may have important geological control with respect to the Bulldog fissure that has been exposed in our work. Before proceeding with additional sinking to explore the Bulldog fissure at depth, we feel it is wise to determine the structural relationship.

It is also possible that the Homestake fissure projects into this property from the west, and the Belvedere fissure may also project into this area from the east.

Accordingly, we request that your approval be given for extending the 750 cross cut northerly, and that the permission also include drifting as may be indicated on fissure structures encountered.

We should note here that this program is contingent upon

RECEIVED
MAY 16 1955
U. S. G. S.
SPOKANE, WASH.

completion of negotiations with Day Mines, Incorporated, and also upon receipt of approval of this program by the Vindicator Silver-Lead Mining Company.

Very truly yours,

CLARK L. WILSON
Vice-President

CLW:jw

cc: Dr. F. E. Scott

cc: Mr. Gale A. Hansen

COPY

File Copy
Surname

J. W. Alt.
Griswold
Chamberlin
Selfridge
K Johnson

UNITED STATES
DEPARTMENT OF THE INTERIOR 500
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

MAY 2 6 1955

Mr. A. L. Weissenborn
Executive Officer
DMEA Field Team, Region I
Northwest District
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Ida-E594

Dear Mr. Weissenborn:

We are enclosing the original and five copies of Amendment No. 1 to the cited contract, signed by the Administrator. This amendment was prepared in conformance with the recommendation made in your letter of April 27.

If the amendment meets with your approval, kindly present it to the Operator for approval and signature and, when completed, distribute the copies in the usual manner. In the event that it is not satisfactory and cannot be amended within your delegated authority, return all copies with your recommendation concerning any modification.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JHB)

Enclosures

JWAlt/er 5/23/55

APPROVED:

J. H. Hedges (JHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (JHB)
Member, Geological Survey

Copy to: Docket
Admr R File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

R.G.S.

XXXXXXXXXXXXXXXXXX
1201 N. Division St.
Spokane 2, Washington
May 12, 1955

~~Gilbert~~
Betty

Silver Buckle Mining Co.
Box 1088
Wallace, Idaho

Re: Docket No. DMEA 3071
Contract No. Idm-2594
Monthly operating report
for April 1955

Gentlemen:

The subject invoice has been received and processed for payment. However, a portion of the payment due you on this voucher is being withheld as the project is recessed.

This is standard procedure for all recessed contracts. We are obliged to withhold a portion of the Government's contribution to the cost pending resumption of work.

By Field Team, Region I
NW District

A. H. Weissenborn, Exec. Officer
U. S. Geological Survey

cc: DMEA (2)
USGS (2)

Wing G. Agnew, Member
U. S. Bureau of Mines

DMEA Field Team, Region I, NW District May 12, 1955

Certifying Officer, Region I

Docket No. DMEA 3071, Contract No. Idm-E594. Monthly operating report for April 1955, Silver Buckle Mining Co.

The subject operating report has been received and processed for payment.

As the project is recessed, $300.00 has been withheld from the amount due the operator until work is again resumed.

Myrtle Purdy

cc: DMEA (2)
USGS
Operator

File Copy
Surname
J W Alt

UNITED STATES
DEPARTMENT OF THE INTERIOR 500
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

May 4, 1955

Memorandum

To: Acting Assistant Solicitor, Defense Minerals

From: Chief, Base Metals Division

Subject: Preparation of Amendment No. 1 for Silver Buckle Mining Company, Vindicator Mine, Docket No. DMEA-3071, Contract No. Idm-E594 (Lead-Zinc), Shoshone County, Idaho

Will you please prepare Amendment No. 1 to the cited contract, this amendment to allow a recess of operations from May 1, 1955 to November 1, 1955.

Please refer to the letter from A. E. Weissenborn, dated April 27, 1955 and that of the Operator, dated April 22, 1955.

W. R. Griswold

W. R. Griswold

WRG
JWAlt/er

Copy to: Docket
Base Metals
Chron.

No. 157 Howard Street
Spokane 4, Washington

April 27, 1955

Mr. Clark L. Wilson, Vice-President
Silver Buckle Mining Company
904 Walker Bank Building
Salt Lake City, Utah

Re: Docket No. DMEA-3071 (lead-zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-5594

Dear Mr. Wilson:

This will acknowledge receipt of your letter of April 22, 1955, suggesting a recess of work at the Vindicator project. We are forwarding this request to the Washington office of the DMEA. We wish to inform you, however, that it is not the policy of the DMEA to participate in any maintenance cost during the time a property is inactive through a recess.

As soon as we hear from our Washington office concerning your request, we will advise you.

By Field Team, Region 1, NW District

A. E. Weissenborn, Executive Officer
U. S. Geological Survey

Wing G. Agnew, Member
U. S. Bureau of Mines

cc: Mr. Gale Hansen
Silver Buckle Mining Co.
Wallace, Idaho

DMEA (2)
USBM (2)
USBM(AD)
Fryklund

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

Bureau of Mines Reference Records
NOV 22 1954

November 19, 1954

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (lead-zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

Attached is an analysis of costs at the Vindicator mine prepared by Mr. E. G. Erickson, U. S. Bureau of Mines, requested in your letter of October 21, 1954.

Sincerely yours,

A. E. Weissenborn

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

Enclosure

cc: USBM (2)
Nickelson

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

Talbert
Chambers
Griswold
J. W. Alf
Selfridge
F. E. Johnson
Mettendorf

OCT 21 1954

Mr. A. E. Weissenborn
Executive Officer
DMEA Field Team, Region II
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-1534

Dear Mr. Weissenborn:

Reference is made to a memorandum addressed to the DMEA Field Team, Region II, under date of September 28, 1954 by E. G. Erickson, Mining Engineer, Bureau of Mines, reporting on his examination of the subject project on September 10, 1954.

In the third paragraph of this memorandum it is stated that "A brief analysis of the costs of shaft sinking made with Mr. Hansen indicates the overall costs are very near the agreed unit cost." The Operating Committee would appreciate receiving a copy of this analysis.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JHB)

APPROVED:

J. H. Hedges (JHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (JHB)
Member, Geological Survey

EDTalbert/wb
October 20, 1954

Copy to: Docket
Admr. Reading File
Operating Committee
Mr. Kiilsgaard
Mr. Bishop
Mr. Chambers
Mr. Griswold

R.C.S.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

DEPARTMENT OF THE INTERIOR
RECEIVED
DEC 21 1953

December 18, 1953

12-21

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (lead-zinc)
Silver Buckle Mining Company
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Selfridge:

Enclosed are the original and two signed copies of the subject contract. This contract has been distributed in the usual manner.

Also enclosed are three copies of the original contract as requested in W. S. Martin's letter of November 25, 1953.

The Operator informs us that he is checking the title on the Gentle Annie claim and will notify us if work is to be done on this claim.

Sincerely yours,

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

Enclosures

cc: USBM (2)
Quinlan

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
~~XXXXXXXXXXXXXXXXXX~~
No. 157 Howard Street
Spokane 4, Washington

Defense Minerals Exploration Administration
RECEIVED
DEC 1 - 1953

Docket

December 7, 1953

Dr. F. E. Scott, President
Silver Buckle Mining Company
Box 1008
Wallace, Idaho

Re: Docket No. DMEA-3071 (lead-zinc)
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-594

Dear Dr. Scott:

Enclosed please find six copies of a redrawn DMEA contract for proposed exploration of the Vindicator mine. This contract has been redrawn to make certain corrections as were discussed in our telephone conversation of a few weeks ago. If the redrawn contract is acceptable, please sign all copies, retain that copy marked for the Operator and return the other copies to this office. We must also ask that you return the Operator's copy of the former contract as we have been asked to gather all copies of that contract that were distributed so that it may be properly cancelled.

Concerning the redrawn contract, we wish to draw your attention to the address of Silver Buckle as shown in the first paragraph of the old contract form, and to the 90 day period before work is to commence, which is also shown in Article 3 of the old contract form. If both the address and the commencement period are still acceptable to you, please advise and we will enter these items on the redrawn copies of the contract when you return them to us.

You will note the date of the contract is the same on the redrawn copy as on the original and that contract identifying numbers are unchanged. By this arrangement, any project work, which has been started, will be payable under the redrawn contract without the necessity of amendment.

Your attention is also directed to the last paragraph of Annex I, which annex incidentally also needs your signature. That paragraph has been revised until it now pertains only to land adjoining the Vindicator property, rather than to Vindicator interests in Shoshone County, Idaho.

Another matter to be drawn to your attention concerns those instruments attached to the former contract. These include the following:

1. Three maps.

2. Mortgagee's Subordination Agreement and Owner's Consent to Lien of Kathryn Powers.

3. Owner's Consent to Lien of Vindicator Silver-Lead Mining Company.

Please detach the foregoing referenced instruments from your present Operator's copy and affix them to the redrawn Operator's copy of the contract. We will make the same changes when you return the signed copies of the redrawn contract. All other instruments attached to the old contract form are no longer needed.

It is our understanding that no project work will be done on the Gentle Annie claim. In the event you should decide to do project work on the Gentle Annie claim, the Field Team would appreciate being advised as we might have to check on the title of that claim.

Sincerely yours,

Thor H. Kiilsgaard
Acting Executive Officer
DMEA Field Team, Region II

Enclosures

cc: USBM (2)
DMEA (2)
Quinlan

FILE COPY
SURNAME:

UNITED STATES 140
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

NOV 25 1953

Mr. A. E. Weissenborn, Executive Officer
DMEA Field Team, Region II
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Shoshone, Idaho
Contract No. Idm-E594

Dear Mr. Weissenborn:

Reference is made to your teletype to the Administrator, dated November 19, 1953, stating that the Silver Buckle Mining Company will accept the new contract instead of the one executed on October 12, 1953. The original and five copies of the new contract are enclosed. Please see that they are signed by the Operator, and that the number of days that the Operator has to commence work is inserted in Article 3. The new contract has been signed by the Administrator but has been dated back to October 12, 1953, so that if the work has already commenced, the contract will cover it. Make the usual distribution after you have had returned to you the copy of the original contract delivered to the Operator. Forward this copy and the copies of the original held by the Finance Officer, and Executive Officer, to this office where they will all be cancelled.

We have detached from the original contract and affixed to the new contract the three maps, the Mortgagee's Subordination Agreement and Owner's Consent to Lien of Kathryn Powers and the Owner's Consent to Lien of Vindicator Silver-Lead Mining Company, all three documents dated October 22, 1953. Please detach these documents from the three copies of the original contract still in your possession, and attach them to the three copies of the new contract which do not have them.

Although they may be filed with the contract for reference purposes, the following documents have been detached from the contract since they are not referred to in the contract, and are not a part of it:

The Affidavit of F. E. Scott, sworn to October 22, 1953; the Affidavit of Harry Magnuson, sworn to October 31, 1953; the "Status of Title, Vindicator Silver-Lead Mines," signed by F. E. Scott, dated November 3, 1953; the statement of the "Mineral Lands Belonging to Silver Buckle Mining Company" (8 pages).

If any work is to be performed on the Gentle Annie claim, the Field Team should first endeavor to have the Operator cause the cloud on its title to be removed.

Sincerely yours,

W. S. Martin

ACTING Chairman, Operating Committee (24b)

Enclosures

Approved:

AEKane/ema 11-24-53

Copy to: ✓ Docket
Adm. R. File
Op. Comm.
Mr. Thayer
Mr. Hedges
W. R. Griswold
A. E. Kane
J. L. Hofflund
Chron.
Pending

J. H. Hedges (24b)
Member, Bureau of Mines

D. M. Larrabee (24b)
Member, Geological Survey

HHR 11-25-53

FILE COPY
SURNAME:

KANE
Britain

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

November 23, 1953

Memorandum

To: The Administrator

Through W. R. Griswold

From: Chief Counsel

Subject: Silver Buckle Mining Company, Docket No. DMEA-3071

A contract in this case was signed on October 12, 1953. The Operator requested that the property description be changed. This necessitated the changing of several of the annexes to conform thereto. The royalty provision was also changed to provide for payments for fifteen years instead of ten years.

There is a cloud on the title of the Gentle Annie claim. We do not know whether any work is to be performed thereon, but from the map attached to the contract, because of the location of this claim, it appears that maybe none is to be performed on this claim.

Albert E. Kane
for J. L. Hofflund
Chief Counsel

Attachments

AEKane/emd

Copy to: Docket
W. R. Griswold
J. L. Hofflund
A. E. Kane
chron.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 20 1953

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GENERAL SERVICES ADMIN.
PUBLIC BLDGS. SERVICE
BMD - COMMUNICATIONS

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6 WA SP /I-GS-G/ 11-19-53 SPOKANE WASH 11-19-53 355P

MR. C. O. MITTENDORF ADMINISTRATOR DEFENSE MINERALS EXPLORATION ADMIN.

DEPARTMENT OF INTERIOR WA

DR. SCOTT OF SILVER BUCKLE MINING COMPANY STATES HE WILL ACCEPT NEW VINDICATOR CONTRACT, DOCKET NO. DMEA-3071, WITH CONDITIONS OUTLINED IN OUR RECENT TELEPHONE CONVERSATION.

A. E. WEISSENBORN, EXECUTIVE OFFICER DMEA FIELD TEAM REGION II

3071

VA 357P

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

Defense Minerals Administration
RECEIVED
NOV 16 1953

November 13, 1953

Mr F Jordet

Mr. Jack D. Gay
Silver Buckle Mining Company
Box 1088
Wallace, Idaho

Re: Docket No. DMEA-3071 (lead-zinc)
Vindicator Mine
Shoshone County, Idaho

Dear Mr. Gay:

This will acknowledge receipt of your letter of November 10 with which you enclosed five copies of the Vindicator claim map and five copies of mineral lands belonging to Silver Buckle Mining Company.

As per your request, we are forwarding to you one copy of each of the following items:

1. Annex I
2. Subordination Agreement of Kathryn Powers
3. Consent to Lien of Kathryn Powers
4. Consent to Lien of Vindicator
5. Statements of Indebtedness by Vindicator and Silver Buckle

We are this day forwarding to Washington copies of your signed Vindicator contract for distribution. We hope there is no more information needed from you to complete contract negotiations; however, we shall advise you if more data are needed.

Sincerely yours,

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

Enclosures

cc: USBM (2)
DMEA (2)
Quinlan

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 16 1953

ce 11-16

November 13, 1953

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (lead-zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho

Dear Mr. Selfridge:

Enclosed are the original and two signed copies of the Silver Buckle Mining Company contract on the Vindicator mine, Shoshone County, Idaho. One copy of the contract has been retained by the Operator, one for the Fiscal Officer, Region II, and one for our files.

Attached to the contract are the following items requested by the Chief Counsel, as set forth in his memorandum attached to the letter from the Operating Committee forwarding the contract to the field for signature:

1. Mortgagee's Subordination Agreement, signed by Kathryn Powers.

2. Owner's Consent to Lien, signed by Kathryn Powers.

3. An affidavit signed by Dr. Scott, President, Silver Buckle Mining Company, attesting that there are no liens, encumbrances or mortgages against any of the Silver Buckle property. Also, an affidavit signed by Harry Magnuson for Vindicator Silver Lead Mining Company acknowledging a mortgage against their property, the Mortgagee's Subordination Agreement for which is enclosed with this letter.

4. Owner's Consent to Lien, signed by W. J. Logus, President, Vindicator Silver Lead Mining Company.

5. Copies of the Vindicator Silver Lead Mining Company claim map, together with copies of a Broker's map showing the location of Silver Buckle property held in Shoshone County with respect to the location of the Vindicator property.

filed in folder attached to above letter

6. Copies of Mineral Lands Belonging to Silver Buckle Mining Company, Shoshone County, Idaho.

7. Copies of Status of Title of the Vindicator Silver Lead Mine holdings.

It will be noted that the Mortgagee's Subordination Agreement and Owner's Consent to Lien agreements signed by Kathryn Powers are signed only on the original copies; all other copies are signed by an X. This is because Mrs. Powers is a very elderly woman and any exertion is harmful to her health. A letter explaining this condition accompanies each copy of these documents and it is hoped that such signature will prove satisfactory to DMEA.

Perusal of the Broker's map will show the bulk of Silver Buckle property is some miles removed from the Vindicator property. As this map does not show individual claims, a list of Silver Buckle mineral lands is enclosed.

Sincerely yours,

Thor H. Kiilsgaard

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

Enclosures

cc: Finance Officer w/encl.
USBM (2)
Quinlan

500

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

Pending

November 9, 1953

MEMORANDUM FOR THE FILES

Subject: Docket No. DMEA 3071, Contract No. Idm-E594
Silver Buckle Mining Company, Shoshone, Idaho

On Friday afternoon, November 6, 1953 Mr. Keating, after he had talked to Mr. Mittendorf, explained to Mr. Griswold and myself, that the above company objected to Annex II of the contract in that it takes in too much territory in Shoshone County.

I talked this over with Mr. Griswold and it was agreed upon to include any contiguous land to the claims as listed in Annex II of the contract and also that any ores hoisted through this shaft would be subject to royalty payments to the Government.

On Monday morning, November 9, 1953, I met with Mr. Hofflund, Chief Counsel, and explained to him what changes we desired to have made in Annex II. He agreed to the changes as mentioned and said Annex II would be drawn up as recommended by this Division.

J. W. Alt

J. W. Alt

FILE COPY
SURNAME:

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

OCT 12 1953

Mr. A. E. Weissenborn
Executive Officer
DMEA Field Team, Region II
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA 3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho

Dear Mr. Weissenborn:

We are enclosing the original and five copies of the above contract, signed by this office for the Government, together with Annexes I, II, and III, Exhibit "A" (2 pages), and two maps.

Before the contract can be executed, it will be necessary to comply with the requests as set forth in the memorandum from the Chief Counsel. A copy of this memorandum is enclosed with this letter.

If the contract meets with your approval, kindly present it to the Applicant for approval and signature, and when completed distribute in the usual manner. In the event that the contract is not satisfactory, and cannot be amended within your delegated authority, return all copies with your recommendation concerning any modification.

It will be necessary to insert in the contract, in the space provided under Article 3, the number of days from the date of the contract in which work shall commence.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JWB)

Enclosures - 7
APPROVED:

J. H. Hedges

Member, Bureau of Mines (JWB)

T. P. Thayer

Member, Geological Survey (JWB)

JWAlt/hmj (10/2/53)
CC to: Docket
Adm. R. File
Op. Committee
Base Metals Div.
Mr. Kinkel
Mr. Bishop
Chron.

P. S. Please note that the contract does not show the address of the Silver Buckel Company. This address should be inserted in the contract by you.

R.C.J. 10-12-53

FILE COPY
SURNAME: 500

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

J. W. Alt
Finance
Selfridge
Johnson
Mattendorf

OCT 12 1953

Air Mail

Mr. A. E. Weissenborn
Executive Officer
DMEA Field Team, Region II
South 157 Howard Street

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho

Dear Mr. Weissenborn:

In order to expedite this contract of the above company, we are enclosing a copy of the memorandum from the Chief Counsel stating information that is needed before this contract can be executed. We thought it would hasten things if you could immediately contact the company and obtain the desired information.

Under separate cover we are sending you the original and five copies of the contract which are to be completed in your office when you have all of the necessary information.

Sincerely yours,

George C. Selfridge

(JWB)

Chairman, Operating Committee

Enclosures

JWAlt/hmj (10-12-53)
CC to: Docket
Adm. R. File
Op. Committee
Mr, Kinkel
Mr. Bishop
Base Metals Div.
Grhon.

APPROVED:

J. H. Hedges

Member, Bureau of Mines (JWB)

T. P. Thayer

Member, Geological Survey (JWB)

R.C.G.
10-12-53

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 19 1953

October 9, 1953

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket DMEA-3071 (lead-zinc-silver)
Vindicator Silver-Lead Mining Co.
Shoshone County, Idaho

Dear Mr. Selfridge:

I am enclosing herewith copies of a Supplemental Agreement between the Vindicator Mining Company and Kathryn Powers, as well as a Memorandum of Agreement between the same two parties. These were recently sent to me by Mr. Scott of the Silver Buckle Mining Company. A copy of the Operating Agreement between Vindicator and Silver Buckle has already been sent to you. I am not sure whether the additional documents are necessary; nevertheless I am transmitting them to you for forwarding to the Legal Division for their perusal.

Are there any new developments in the revised contract?

Sincerely yours,

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

Enclosures

cc: USBM (2)
Quinlan

RECEIVED
OCT 20 1953
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

above Supplemental Agreement filed in envelope attached to docket

FILE COPY
SURNAME:

140

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

N.S. in R.R. Oct. 1, 1953 ~~September 30, 1953~~

500

Memorandum

To: The Administrator
Through: W. R. Griswold

From: Chief Counsel

Subject: Vindicator Silver-Lead Mining Company, Docket No. DMEA-3071 (Lead-Zinc)

A draft of the subject contract, sufficient from a legal standpoint, is attached hereto, but the consents to lien and subordination agreement hereinafter referred to will have to be procured before the contract can be entered into. Inasmuch as the relationships of the parties and the status of the application are complex, these are set forth herewith for convenience in future reference.

1. The contract was previously drafted with Vindicator Silver-Lead Mining Company as the Operator, and submitted to you by memorandum of the Chief Counsel dated August 26. The Operator was dissatisfied with some of the cost estimates, and the contract was returned for revision. The total amount of the contract is $229,500, all of which in the original contract was put on a basis of unit costs except for the comparatively small sum of $10,000 which was put on a basis of actual costs, to cover the two stations and pockets. After conference with Mr. Griswold and Mr. Johnson, we decided that these two items should be set up in the contract as units of work at agreed costs, and thus avoid the complexities of cost accounting for such a comparatively small sum.

2. At the time the contract was first drafted, this office did not have before it a copy of the contract of Vindicator Silver-Lead Mining Company with Silver Buckle Mining Company. Although denominated an "Operating and Management Agreement," this document gives Silver Buckle the right to possess, explore, develop, and operate the property; and actually puts Silver Buckle in the position of a lessee (although not so denominated). In this view

of the case, it is plain that Silver Buckle rather than Vindicator should be the party operator.

3. It is my understanding that the property originally described in the contract is very limited in extent considering the work that is to be performed. We have no means of knowing precisely what interests in property either Vindicator or Silver Buckle may have in that vicinity; therefore, by Annex I, both companies are required to include in the land description any rights in property that they have or may acquire in Shoshone County.

4. Vindicator obtained its interest in the property by means of three agreements with one Kathryn Powers: one dated _____, 1950; and two dated July 8, 1953, involving a mortgage from Vindicator to Powers. We have no means of knowing to what extent Vindicator's obligations to Powers may have been performed, or what the present status of the property is as between Powers and Vindicator. At any rate, it is plain that Powers has some interest in the property under this agreement of 1950, and that a mortgage may be involved. Under the circumstances, we should have both a Subordination Agreement and an Owner's Consent to Lien from Kathryn Powers and an Owner's Consent to Lien from Vindicator Silver-Lead Mining Company. Our approval of the contract is subject to these documents being obtained before the contract is consummated.

5. It is plain from the recitals in the contracts above referred to that the property is or has been subject to various claims and clouds upon the title. Silver Buckle is putting up all of the money for this transaction, and is paying certain sums to Vindicator, under its agreement with Vindicator, for the purpose of clearing off these claims and liens. It is impossible to determine from the file just what claims or liens may be against the property at this time. Before this contract is consummated, we should obtain from Silver Buckle a statement of any claims, liens, or encumbrances that may or will remain against the property at the time this contract is entered into, so that they may be listed in Article 2 of the contract form in the space provided for that purpose. Our approval of this contract is subject to obtaining this statement from Silver Buckle, and making the insertion in Article 2 here referred to.

6. The specific property to be included in the description of property in Article 2 is obscure. Vindicator has and therefore can transfer to Silver Buckle only a one-fourth interest in one of the claims--the Bulldog lode; which is not, of course, sufficient if that claim is necessary for the work. The status of another claim, the Gentle Annie, is obscure in that it is mentioned in one of the agreements as part of the Vindicator Group but is not referred to in other agreements as a part of that group. We should obtain from Silver Buckle a precise description of the property involved and of the interest which is held in that property. In addition, all interests of both Vindicator and Silver Buckle in Shoshone County are specifically included by the provisions of Annex I. Our approval of the contract is subject to this clarification of the property rights.

J. L. Hofflund
Chief Counsel

Attachment

JLHofflund/emd
Copy to: Docket
W. R. Griswold
A. E. Kane
J. L. Hofflund
chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

September 25, 1953

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (lead-zinc)
Vindicator Silver-Lead Mining Co.
Vindicator Mine
Shoshone County, Idaho

Dear Mr. Selfridge:

Enclosed are four copies of a memorandum from Mr. E. G. Erickson, U. S. Bureau of Mines, verifying the recording of claims mentioned in Annex I of the contract. This memorandum has been prepared as per instructions in your letter to the Field Team dated August 31.

Also enclosed are four copies of a letter from H. J. Hull & Sons, signed by Alden Hull, to Dr. F. E. Scott of the Silver Buckle Mining Company which verifies the recording of claims mentioned in Annex I of the contract.

Together with the letter from Mr. Hull is a copy of the agreement between Vindicator Silver-Lead Mining Company and the Silver Buckle Mining Company. Attached to this agreement are copies of an Assignment and Acceptance of DMEA Contract, assigning the contract from the Vindicator Silver-Lead Mining Company to the Silver Buckle Mining Company.

As per the Field Team letter of September 12, if the referenced contract is redrawn to the Silver Buckle Mining Company, copies of the Assignment of Contract, as enclosed, will be unnecessary. However, if the contract, as redrawn, remains in the name of the Vindicator Silver-Lead Mining Company, the enclosed copies of the Assignment and Acceptance of the contract should be approved by the Administrator.

Sincerely yours,

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

Enclosures as indicated
cc: USBM (2)
Quinlan

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

1201 N. Division St.
Spokane 2, Washington
September 22, 1953

MEMORANDUM

To: DMEA Field Team, Region II

From: E. G. Erickson, Mining Engineer, Bureau of Mines

Subject: Owner's property rights, Docket No. DMEA 3071 (lead-zinc)
Vindicator Silver-Lead Mining Co.
Shoshone County, Idaho
Contract No. Idm-E594 (unsigned)

The Shoshone County Court House records show the Horn Silver lode claim recorded in Book J, page 623, was located October 8, 1889 and recorded October 14, 1889. "Proof of Labor" was recorded June 29, 1953.

The Curragh Buck lode claim recorded in Book M, page 255, was located March 29, 1892 and recorded April 4, 1892. "Proof of Labor" was recorded June 29, 1953.

The Siskiyou Belle Fraction lode claim recorded in Book M, page 256, was located March 28, 1892 and recorded April 4, 1892. "Proof of Labor" was recorded June 29, 1953.

Orig. & 3 cys - Wash.
USGS (2)
DMEA
M/D
EGE

E. G. Erickson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

September 12, 1953

Air Mail

Mr. George Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA 3071 (lead-zinc)
Vindicator Silver-Lead Mining Co.
Shoshone County, Idaho
Contract No. Idm-E594 (unsigned)

Dear Mr. Selfridge:

Enclosed is a memorandum from Mr. E. G. Erickson, Mining Engineer, of the U. S. Bureau of Mines, concerning the contract for the Vindicator Silver-Lead Mining Company. This memorandum was written at the suggestion of Mr. Mittendorf following a telephone conversation with him.

Since contract negotiations started, there have been some changes in the situation in that Silver Buckle Mining Company has made an agreement with the Vindicator Silver-Lead Mining Company whereby they will perform the work outlined in the contract. New Park Mining Company, in turn, has bought into the Silver Buckle Mining Company, and it is our understanding that Mr. Wilson of the New Park Mining Company will be in direct charge of the work. We have discussed the contract with Mr. Wilson who objects to some of the estimated costs in the project. He maintains that the unit costs are too low because (1) of an increased wage rate, amounting to about 5 percent that has been granted since the unit costs were worked out, and (2) no depreciation allowance is made for equipment that was not included in the contract in "Equipment to be purchased jointly," but which will be required for the operation. Furthermore, an additional allowance should be provided for the rehabilitation of the first 540 feet of the adit from the portal to the proposed shaft station, which must be retracked and piped with air and water lines in vent pipe. These matters are discussed in considerable detail in Mr. Erickson's memorandum. The Field Team believes that Mr. Wilson's points are well taken and recommends a revision of the contract, using the costs worked out in Mr. Erickson's memorandum.

With respect to the 5 percent wage increase, a new union contract has just been signed with the Lucky Friday property. A comparison of the wage rates used in preparing the company's original estimate for the cost of doing the work and the present actual increased wage rates is included below:

Job Class	Scale used by Preston and Reynolds in estimating costs	New scale in effect at Lucky Friday Mine 9/10/53
Miner	$13.54	$15.94 (Shaftsman)
Hoistman	$13.94	$16.25
Mechanic	$14.74	$15.94
Cager	$13.94	(no rate)

The Lucky Friday mine is adjacent to the Vindicator property and, as Vindicator will be dealing with the same union as Lucky Friday, the new wage rates listed above can be expected to become effective. It is, therefore, obvious that the 5 percent wage increase allowed in Erickson's memorandum is on the conservative side; in fact, there is no longer a question as to whether there will be a 5 percent wage increase--actually, there is a wage increase in effect that is somewhat greater than 5 percent.

Because of the fact that Silver Buckle has moved into the picture, Silver Buckle will be the operating company. The contract, therefore, could either be written in the name of the Silver Buckle Mining Company, or the Vindicator Silver-Lead Mining Company, as it is at present. If the contract should be rewritten to the Silver Buckle, Silver Buckle can and will obtain a Consent to Lien from the Vindicator people. If the contract is left in the name of the Vindicator Silver-Lead Mining Company, an assignment can be obtained from the Vindicator Company; in fact, Silver Buckle is already obtaining this. It would appear that if the revisions suggested in Erickson's memorandum and recommended by the Field Team are made, it might be simpler to leave the contract in the name of Vindicator and have an assignment made immediately. We suggest that either course would appear to be workable, and we suggest that the one which would require the least time be followed. The New Park Mining Company has bought into Silver Buckle, but Silver Buckle, not New Park, will be the operating company and, although the work will be under the direction of the New Park Mining Company's staff, presumably the fact that New Park has an interest in Silver Buckle need not concern us with respect to the contract. I am enclosing a copy of the agreement between the original owners and Vindicator and between Vindicator and Silver Buckle. This is an unsigned copy; a signed copy could be obtained and, if this is required, we suggest that you communicate directly with Mr. Wilson of the New Park Mining Company.

Mr. Wilson informed me late Friday afternoon that there is a new development which may be of considerable interest. Hecla Mining Company, having heard that the Vindicator contract was about ready to go into effect, has signified to Mr. Wilson that they might be interested in doing some additional work. Hecla might like to do this on a DMEA contract, but this work would consist of extending one of the Vindicator drifts into Hecla ground. Hecla probably would like to do this work on an extention of the DMEA contract but probably would be willing to do it on their own, if such an extention was not possible. They would, however, want to do this from the 1,000 foot level some 250 feet below the level at which Vindicator is planning to do the work. Whether the Hecla work, if it materializes, is done on a DMEA contract or not, the result would be to enhance the chances of repayment of the Vindicator contract, for one of the provisions of the contract states that any ore mined through the Vindicator shaft will pay royalty. Because this proposal is still in a very nebulous stage, the Field Team recommends that this new proposal not be considered at present, as to do so might unduly delay the revision of the present contract while all the necessary information was being gathered. It would seem to us that if, as a result of this proposal, it can be shown that it would be to the advantage of the Government to consider an enlargement of the contract, this can be taken care of at the appropriate time. We bring this to your attention, however, as an interesting possibility, and as further evidence that the area is worth exploring.

We urge an immediate decision on the matter of the revision of the contract, one way or the other, as New Park is anxious to get started before the severe winter weather sets in.

For DMEA Field Team, Region II

A. E. Weissenborn T.H.K.
A. E. Weissenborn, Executive Officer
(U. S. Geological Survey)

Thomas E. Howard by EMP
Thomas E. Howard, Acting Member
(U. S. Bureau of Mines)

P. S. Returned herewith are the original and five copies of the subject contract.

Enclosure

cc: C. O. Mittendorf
USBM (2)
Quinlan

FILE COPY
SURNAME:

JWAlt
Griswold
Chambers
Ellis
Selfridge
J.W. Alt.
Chambers
Griswold
Selfridge
Mitchell

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C. rewritten 8/31/53

AUG 31 1953

Mr. A. E. Weissenborn
Executive Officer
DMA Field Team, Region II
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMA 3071 (Lead-Zinc)
Vindicator Silver-Lead Mining Co.
Vindicator Mine
Shoshone County, Idaho

8-31

Dear Mr. Weissenborn:

We are enclosing the original and five copies of the above contract, signed by this office for the Government, together with Annexes I, II, III and IV, Exhibit "A" (3 pages), and two maps.

Before the contract can be executed, it will be necessary to verify the place of recording of claims mentioned in Annex I.

If the contract meets with your approval, kindly present it to the Applicant for approval and signature and, when completed, distribute in the usual manner. In the event that the contract is not satisfactory, and cannot be amended within your delegated authority, return all copies with your recommendation concerning any modification.

It will be necessary to insert in the contract, in the space provided under Article 3, the number of days from the date of the contract in which work shall commence.

Sincerely yours,

Ernest Wm. Ellis
ESJ
ACTING Chairman, Operating Committee

Enclosures 6
APPROVED:

M. H. Kline ESJ
Member, Bureau of Mines

A. R. Kinkel, Jr. ESJ
Member, Geological Survey

JWAlt/hmj
(8/31/53)
CC to: Docket
Adm. R. File
Op. Committee
Base Metals
Mr. Kinkel
Mr. Bishop
Chron.

R.C.S.
8-31-53

FILE COPY
500
SURNAME:

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

J.W. Alt
Brainard
Chambers
Ellis
Saltzgaber

Mr. A. E. Weissenborn
Executive Officer
Field Team, Region II
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. [illegible] 3071 (Lead-Zinc)
Vindicator Silver-Lead Mining Co.
Vindicator Mine
Shoshone County, Idaho

Dear Mr. Weissenborn:

We are enclosing the original and five copies of the above contract, signed by this office for the Government, together with Annexes I, II ~~and~~ and III, Exhibit "A" (3 pages), and two maps.

Before the contract can be executed, it will be necessary to verify the place of recording of claims mentioned in Annex I.

If the contract meets with your approval, kindly present it to the Applicant for approval and signature and, when completed, distribute in the usual manner. In the event that the contract is not satisfactory, return all copies with your recommendation concerning any modification.

It will be necessary to insert in the contract, in the space provided under Article 3, the number of days from the date of the contract in which work shall commence.

Sincerely yours,

Ernest Wm. Ellis
ES7

ACTING Chairman, Operating Committee

Enclosures 6
APPROVED:

M. H. Kline ES7
Member, Bureau of Mines

D. M. Larrabee ES7
Member, Geological Survey

JWAlt/hmj
(8/27/53)
Copy to: Docket
Adm. R. File
Op. Committee
Mr. Kinkel
Mr. Bishop
Base Metals
Chron.

EXPLORATION PROJECT CONTRACT
VINDICATOR SILVER-LEAD MINING COMPANY
DOCKET NO. DMEA-3071

EXHIBIT "A"

Description of the Work

As indicated on the attached map entitled "Vindicator Silver-Lead Mining Co., near Mullan, Idaho - DMEA-3071", the work shall consist of the following:

1. On the adit level rehabilitate 110 feet of crosscut to the proposed shaft site, and enlarge it from 5 feet by 7 feet to 8 feet by 8 feet.

2. At the proposed shaft site, cut a station and pocket on the adit level.

3. Sink a two-compartment timbered vertical shaft 800 feet, ~~the rock cross section of the shaft to be approximately 9 feet by 14 feet.~~ The rock shaft dimensions to be 6x11 feet in the clear inside timber.

4. Cut a station and pocket on the 750-foot level.

5. Crosscut and drift in cross section 6 feet by 8 feet in the clear a maximum of 1700 feet on the 750-foot level.

The location, direction and lengths of the drifts and crosscuts shall be subject to the approval of the Government and where necessary they shall be timbered, but the maximum allowance for timbering shall be 500 feet. All timbering shall consist of posts, cap, and necessary lagging.

Sampling and assaying shall be performed where necessary in the drifts and crosscuts on the 750-foot level.

Estimated Costs of the Project
(*Indicates allowable maximum)

Agreed Unit Costs

Enlarging and rehabilitating crosscut - 110 feet @ $20.00/ft.	$ 2,200.00
Shaft sinking - 800 feet @ $160.00/ft.	128,000.00

GEORGE D. AIKEN, VT., CHAIRMA[illegible]
MILTON R. YOUNG, N. DAK.
EDWARD J. THYE, MINN.
BOURKE B. HICKENLOOPER, IOWA
KARL E. MUNDT, S. DAK.
JOHN J. WILLIAMS, DEL.
ANDREW F. SCHOEPPEL, KANS.
HERMAN WELKER, IDAHO
ALLEN J. ELL[illegible], LA.
CLYDE R. HOEY, N. C.
OLIN D. JOHNSTON, S. C.
SPESSARD L. HOLLAND, FLA.
CLINTON P. ANDERSON, N. MEX.
JAMES O. EASTLAND, MISS.
EARLE C. CLEMENTS, KY.

HARRY R. VARNEY, CHIEF OF STAFF

United States Senate

COMMITTEE ON
AGRICULTURE AND FORESTRY

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 14 1953

July 13, 1953

Griswold
Alb
Betty

Defense Minerals Exploration Administration
Interior Building
Washington, D. C.

Dear Sir:

The enclosed letter from H. F. Magnuson, Secretary-Treasurer, Indicator Silver-Lead Mining Co., Wallace, Idaho, is self-explanatory. Will you please check on this case.

Any material or information on which to base a reply to my constituent will be appreciated. Please return Mr. Magnuson's letter with you answer.

Sincerely,

Herman Welker

HERMAN WELKER
U. S. Senator, Idaho

HW:tk
Enclosure

VINDICATOR SILVER-LEAD MINING COMPANY
COEUR D'ALENE MINING DISTRICT
Box 469
Wallace, Idaho

July 7, 1953

The Honorable Herman Wleker
The United States Senate
Washington, D. C.

My dear Senator Welker:

In re: DMEA Application for Lead-Zinc Project

Prior to May 1, 1953 the Vindicator Silver-Lead Mining Company filed an application for a government loan with the Spokane regional office of the DMEA. It is our understanding that the application was very well prepared and contained all the necessary engineering and geological data. We have been advised that the Spokane office has recommended the exploration project as set forth in the application and that it has been forwarded with favorable recommendation to the Washington, D. C. Office.

The Vindicator Silver-Lead Mining Company has just about completed arrangements to finance its share of this development program and is extremely anxious to get started as soon as possible.

For your information, the Vindicator property lies a short distance east of Mullan, Shoshone County, Idaho. If the application were granted it would provide additional work and would give much needed stimulation to the local domestic mining industry.

I would appreciate very much if your office could contact the DMEA with the thought of obtaining favorable action on our application in the near future.

Yours very truly,

VINDICATOR SILVER-LEAD MINING COMPANY

By /s/
H. F. Magnuson, Secretary-Teasurer

500

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

JUL 15 1953

Hon. Herman Welker,
United States Senate,
Washington, D. C.

Re: Docket No. DMEA-3071 (Lead-Zinc)
Vindicator Silver-Lead Mining Co.
Shoshone County, Idaho

My dear Senator Welker:

This will acknowledge receipt of your letter of July 13, 1953, inquiring as to the status of the above application for Government assistance in an exploration project.

The report of our Field Team on this project was received by us on June 22, and it is now being processed by the commodity members of the Geological Survey and the Bureau of Mines, and also by the Base Metals Division of this Administration.

It is expected that final action will be taken within the course of the next ten days.

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosure

WRGriswold/bjl (written 7/14/53

Copy to: Docket
Admr. R. File
Base Metals
Region II (2)
Chron.

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

Pending

July 20, 1953

MEMORANDUM FOR THE FILES

Subject: Docket No. DMEA-3071, Vindicator Silver-Lead Mining Company, Shoshone County, Idaho.

On July 20, 1953 a telephone conversation was held with Mr. M. E. Volin of the Field Team of Region II. Mr. Weissenborn, Executive Officer, was not in the office and will be out of the city for the week.

Mr. Volin was told that this office and the Commodity specialists are in favor of the project, but there are some objections which will need to be gone over with the Operator. The points taken up with Mr. Volin were:

1. The very small area of ground held by the Applicant (3 unpatented claims of small size) is a very weak foundation for a project ~~of~~ which will cost approximately a quarter of a million dollars.

2. The cost of the pockets and stations as estimated by the Applicant are too costly for an exploration project. A specified amount could be allowed for this work and anything over this, the Operator would pay for.

3. The equipment to be purchased as listed by the Operator could be rented for the project. The Operator could then include this in the cost per foot for shaft sinking, crosscutting and rehabilitating and enlarging adit, all work to be done on the unit cost basis.

4. Costs as presented by the Operator for shaft sinking, crosscutting, drifting and rehabilitating and enlarging adit are high. This is especially so when he desires to purchase equipment which is not included in the cost per foot for work to be done.

5. Cost for analytical work is not to be included in the cost per foot, but should be a separate item in the contract.

6. On the unit cost basis the 1,700 feet of crosscutting and drifting should be at so much per foot of untimbered drift. The Applicant states that 30 per cent of this work would require timbering. This amount of timbering is to be paid for on the unit cost at so much per foot and not to exceed 510 feet of timbered drift.

Mr. Volin said that his office would give their immediate attention to these points as taken up with him, that they would contact the Applicant and would endeavor to work out new costs for the proposed work and submit them to this office.

J. W. Alt

J. W. Alt

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 11 1953

Als
Griswold
Betty

August 6, 1953

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-3071 (lead, zinc, silver)
Vindicator Silver-Lead Mining Company
Shoshone County, Idaho

Dear Mr. Selfridge:

A recent telephone conversation with Mr. Griswold of the Lead-Zinc Branch discussed the limited extent of Vindicator property in relation to the cost of the proposed exploration project contract. Mr. Griswold pointed out that ground adjacent to the Vindicator property stood to benefit from the proposed low level exploration work and therefore should be covered by some type of an operating agreement to be made subject to repayment in the event a discovery was made from contract work. The applicant does not control this adjacent ground.

We have contacted our field men who are currently working in the Coeur d'Alene area for their comments on the matter, and they have directed our attention to the following pertinent facts:

The application calls for 800 feet of shaft, 500 feet of crosscut, and 1,200 feet of drift on the Vindicator structure. As set up in the application, this amount of work will explore the Vindicator vein for a distance of approximately 680 feet east from the shaft location and 520 feet west. In each direction there is a leeway of approximately 500 feet along the strike of the structure from the end of the proposed drifting to the claim boundaries. This amount of leeway appears to be sufficient to protect any ore shoots found near the ends of the proposed drifts. The only exception might be in the case of a flat rake of an ore shoot out of the property. The district habit in this area, as determined from nearby properties, strongly suggests that such a case is improbable. Furthermore, experience has shown that, generally speaking, the ore shoots are much longer in dip length than in strike length. If ore is discovered by the project, adjacent ground would of course be benefited, but, if one or more ore shoots similar to others known in the district are found, the Government's share of the exploration would have a good chance of being repaid from Vindicator ground above; if no ore is found, or if the ore shoots are small, further exploration would very likely be regarded as unattractive regardless of how much ground was included in the project. In the light of the above

facts, the field men recommend that the application be approved without the insistence of additional property, as it is felt that DMEA is adequately protected in all foreseeable ways.

At a more recent date we have had a meeting with an official representing Vindicator interests who informed us that attempts were being made to obtain working agreements on ground in the vicinity of the Vindicator property. He said that a group of five claims located north of the Vindicator had been acquired, but that there was a gap between this property and the Vindicator that had not been acquired. He also said that one claim east of the Vindicator, and on the Vindicator outcrop, had been acquired but that there was also a gap between this claim and the Vindicator that had not been acquired. He said that negotiations were continuing to acquire operating rights on additional property and that he would inform us as soon as possible on the outcome. Our information indicates that the chances for closing the gap in ownership are not too bright.

Our current thought is that the aforementioned newly acquired properties will do little to enhance the Vindicator program as there are substantial gaps of uncontrolled ground between these claims and the Vindicator. As no work will be done on these claims it is difficult for us to see how they will be benefited by the proposed exploration except that any substantial findings on the proposed Vindicator lower level will, of course, materially benefit the entire adjacent district as it will undoubtedly stimulate exploration of nearby properties. However, it seems to us that there is sufficient Vindicator property affected by the proposed contract to protect the Government's investment in the program; in other words, the proposal can stand on its own feet. It is therefore recommended that the program be accepted as is rather than wait through what may be a prolonged period while Vindicator officials attempt to gain control of additional ground.

If there are any property changes, this information will be forwarded to you immediately. We recommend that a decision, be it affirmative or negative, be made on the basis of the present holdings.

By DMEA Field Team, Region II

A. E. Weissenborn

A. E. Weissenborn, Executive Officer
(U. S. Geological Survey)

M. E. Volin

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

cc: USBM (2)
Quinlan

FILE COPY
SURNAME:

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

August 26, 1953

N Sin RR

AEKane
Phelan

Memorandum

To: The Administrator

Through: W. R Griswold

From: Chief Counsel

Subject: Vindicator Silver-Lead Mining Company - Docket No. DMEA-3071

There is attached, in satisfactory legal form for execution, a contract covering the above-described project, subject to verification of place of recording of claims mentioned in Annex I.

Albert E. Kane
for J. L. Hofflund
Chief Counsel

Attachments

AEKane/ema
cc: Mails & Files
J. L. Hofflund
A. E. Kane
W. R. Griswold
Chron.

8/27

8-27-53

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

August 11, 1953 Pending

Memorandum for the Files

Subject: Docket No. DMEA 3071 - Vindicator Silver-Lead Mining Company, Shoshone County, Idaho.

On August 11, 1953, Mr. Griswold and I talked over the phone with Mr. Kiilsgaard of Region II in regard to the above application. He was informed that we would proceed with the drawing up of the contract for this project, that the Applicant should rent most of the equipment that will be needed, and that these items will be included in the unit costs. Some of the items as listed in the Application, Operating Equipment to be Purchased, will be listed as items to be purchased and so set up in Exhibit "A" of the contract.

The Applicant has been endeavoring to get leases on adjoining claims but has been unable to do so.

J. W. Alt

J. W. Alt

Bill

Agree with you that we might as well go ahead — In other cases I seem to recall that we have included a phrase in the contract i.e. "any assistance ground acquired by operator will be made a part — or included; or some words to that effect.

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 3071

COMMODITY Lead-Zinc
IDM-E594

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

c o p y

EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 12th day of October, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Silver Buckle Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, whose address is Box 1088, Wallace, Idaho

hereinafter called the "Operator," as follows: and as set forth in Annexes I, II, & III, attached hereto and made a part hereof:

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

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Idaho, County of Shoshone, described as follows:[3] See Annex II, and as indicated on maps attached hereto and made a part hereof, entitled "Key Map Showing Location Vindicator Relative to Other Properties - Docket No. DMEA-3071, and "Vindicator Silver Lead Mng. Co., Property Map, Nov. 1953,"

the Operator represents and undertakes:[4] has acquired certain rights under a contract referred to in Annex I and is

(*a*) That the Operator ~~is the owner~~ in possession and entitled to possession, and that ~~the property is subject to the following claims, liens, or encumbrances, to each of which the subordination agreement of the holder is attached:~~ the subordination agreement of Kathryn Powers and the Owners' Consents to Lien of Kathryn Powers and Vindicator Silver-Lead Mining Company are attached.

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

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

ARTICLE 3. *Exploration project.*—The Operator, within 90 days from the date of this contract shall commence work on a project of exploration for[5] Lead-Zinc

in or upon the described land; and shall bring the project to completion within a period of 30 months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 50 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $114,750.00, which is 50 percent of $229,500.00 the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

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

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

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

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

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

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

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

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

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

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

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

(*d*) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations. See Annex III, substituted for Article 6.

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided,* that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years* from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator. *The words "10 years" are changed to read "15 years."

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

ARTICLE 9. *Changes and added provisions* In section b, "Percentage Royalty," Annex III, the period at the end of the first sentence is changed to a semicolon, and the following is added thereafter: and (3) regardless of any certification of discovery or development, with respect to minerals or ores transported through any of the workings described in Exhibit "A", for a period of 15 years from the date of this contract or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By /s/ C. O. Mittendorf
Administrator, Defense Minerals Exploration Administration

SILVER BUCKLE MINING COMPANY
(Operator)

By /s/ Dr. F. E. Scott

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

/s/ Alden Hull

[CORPORATE SEAL]

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

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

ANNEX I

The undersigned Vindicator Silver-Lead Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, hereinafter called "Vindicator," in consideration of and to induce the making of an Exploration Project Contract between Silver Buckle Mining Company, hereinafter called "Silver Buckle," and the United States of America, acting by and through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and as a part of said Exploration Project Contract, and of even date therewith, hereby represents, undertakes, and agrees as follows:

WHEREAS, Vindicator and Silver Buckle are parties to a certain "Operating and Management Agreement" dated August 7, 1953, by the terms of which Vindicator has granted to Silver Buckle possession and the right to possession of certain mining property therein described, with the exclusive right to explore, develop, mine, and produce minerals therefrom; and

WHEREAS, the said mining property described in said "Operating and Management Agreement," is also included as a part of the property described in Article 2 of said Exploration Project Contract of even date herewith between Silver Buckle and the Government;

NOW THEREFORE, Vindicator hereby represents, undertakes, and agrees as follows:

Should Vindicator now have or hereafter acquire any right, title, or interest in any land adjacent or contiguous to the claims specifically mentioned in Annex II, said right, title, or interest shall be and is hereby included with and added to the property described in said "Operating and Management Agreement," subject to all of

the provisions thereof, to be added to and included with the property described in Article 2 of said Exploration Project Contract between the Government and Silver Buckle.

Dated December 12, 1953.

VINDICATOR SILVER-LEAD MINING COMPANY

By /s/ W. J. Logus, Pres.

By /s/ H. F. Magnuson

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

ANNEX II

The land referred to in Article 2 specifically refers to the group of claims known as the Vindicator group, and to all right, title, and interest to any claims which the Operator has acquired or may acquire from Vindicator-Silver Lead Mining Company referred to in Annex I of even date with this contract. It includes all the claims specifically mentioned below and any and all adjacent or contiguous land in which the Operator now has or may hereafter acquire any right, title, or interest.

Horn Silver, located October 8, 1889, and recorded in Book J of Quartz Locations, Page 623, October 14, 1889, amended July 19, 1946, and recorded in Book 25 of Quartz Locations, Page 241, August 9, 1946.

Siskiyou Belle Fraction, located March 28, 1892, and recorded in Book N of Quartz Locations, Page 256, April 4, 1892; amended November 15, 1904, and recorded in Book U of Quartz Locations, Page 473, November 16, 1904; amended July 19, 1946, and recorded in Book 25 of Quartz Locations, Page 240, August 9, 1946.

Curragh Buck, located March 29, 1892, and recorded in Book N of Quartz Locations, Page 255, April 4, 1892; amended July 19, 1946, and recorded in Book 25 of Quartz Locations, Page 242, August 9, 1946; amended June 12, 1953, and recorded in Book 25 of Quartz Locations, Page 626, June 15, 1953.

Gentle Annie, located June 26, 1885, and recorded in Book C of Quartz Locations, Page 168, July 6, 1885.

Building Lode, patented March 23, 1923, U. S. Mineral Survey No. 2343, recorded in Deed Book 56, Page 458, April 28, 1923.

Overright Fraction lode mining claim, located June 16, 1953, and recorded in Book 31 of Quartz Locations, Page 239, August 3, 1953.

[illegible]

ANNEX [illegible]

The following provisions are in lieu of Article 6:

Assignment by Contractor.—a. Certification.—If at any time the [illegible] considers that a discovery or development from which production [illegible] has resulted from the exploration work, the Government, at any time later than six months after the [illegible] has received the final [illegible] report, may [illegible] in writing to the Contractor. [illegible]

b. [illegible]

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. [illegible]

EXHIBIT A

Description of Work.

The work is delineated on a map entitled "Vindicator Silver-Lead Mining Company, Near Wallace, Idaho - DMLA 3071", and consists of the following:

1. Install track, air, water, and vent pipes in the first 540 feet of the adit level.

2. Rehabilitate the [illegible] crosscut on the adit level, to the proposed shaft site, and enlarge it from 5' x [illegible] to [illegible] x 6'.

3. Cut a station and pocket, at least 15,000 cubic feet of rock excavation, at the proposed shaft site.

4. Sink a two-compartment, timbered, vertical shaft, 5' x 12' in the clear of timber, 600 feet.

5. Cut a station and pocket, at least 5,000 cubic feet of rock excavation, on the 750-foot level.

6. Crosscut and drift, 5' x 7' in the clear, not more than 1,[illegible] feet on the [illegible]-foot level; and perform [illegible]

7. Perform crosscuts and drifts [illegible] Necessary timbering is [illegible] 500 feet; [illegible] exceed [illegible] feet [illegible] the [illegible] allowed [illegible] amendment of the contract.

Cost Estimate of Work Contract

540 feet of track, air, water, and vent pipes @ $2.5[illegible]/ft.	[illegible]
Enlarging and rehabilitating crosscut, 110 feet @ $20.00/ft.	2,200.00

Shaft sinking and timbering 800 feet @ $175.00/ft.	140,000.00	
Crosscutting and drifting (not including timbering) 1,700 feet @ $43.50/ft.	73,950.00	
Timbering (drifts and crosscuts) 500 feet @ $4.00/ft.	2,000.00	
Cutting of station and pocket on the adit level (the completed work is the unit)	7,000.00	
Cutting of station and pocket on the 750-foot level (the completed work is the unit)	3,000.00	
Total Agreed Unit Costs of Project		$229,500.00
Government participation @ 50%		$114,750.00

Docket copy

EXPLORATION PROJECT CONTRACT
SILVER BUCKLE MINING COMPANY
DOCKET NO. DMEA-3071

AMENDMENT NO. 1

It is agreed this 25th day of May 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Silver Buckle Mining Company, that Exploration Project Contract Idm-E594 (Docket No. DMEA-3071), dated October 12, 1953, is amended effective May 1, 1955, as follows:

1. (a) Work under the Contract shall be suspended during the period beginning May 1, 1955, and ending not later than November 1, 1955.

(b) No costs incurred by the Operator during the period of suspension shall be allowable for contribution by the Government, and the Government shall not contribute to any costs of rehabilitation or repair which, in its opinion, would not have occurred if there had been no suspension of the work.

(c) The Operator at his own cost and expense, without contribution by the Government, during the period of suspension shall preserve and protect the project work and any property in which the Government has an interest.

2. The time fixed for completion of the work is extended to "36 months."

3. The period "16 years" is substituted for the period "15 years" wherever the latter period is set forth in the contract.

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

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By /s/ C. O. Mittendorf
Administrator, Defense Minerals Exploration Administration

SILVER BUCKLE MINING COMPANY

By /s/ Clarke L. Wilson

Clark L. Wilson, Vice President

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

JAN 30 1958

Mr. W. J. Logus, President
Vindicator Silver-Lead Mining Company
Scott Building
Box 469
Wallace, Idaho

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Mr. Logus:

Enclosed is a copy of a letter to the Operator, pertaining to a Royalty Agreement, which has become effective pursuant to the terms of Amendment No. 6 to the above-cited contract.

This correspondence related to the Owner's Consent to Lien signed by you on October 22, 1953. The Government's prior lien on the land and upon any production therefrom will continue in existence for the length of time mentioned in the aforesaid Consent to Lien. You are obligated during that period to commit no act and to assert no claim in conflict with the Government's rights under the agreement signed by you, and to give advance notice of the Government's rights to any transferee or lessee of any part of your interest in the land or the production therefrom.

Sincerely yours,

/s/ C. O. Mittendorf

Administrator

Enclosure

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

JAN 30 1958

Dr. F. E. Scott, President
Silver Buckle Mining Company
Box 1088
Wallace, Idaho

Re: Docket No. DMEA-3071 (Lead-Zinc)
Silver Buckle Mining Company
Vindicator Mine
Shoshone County, Idaho
Contract No. Idm-E594

Dear Dr. Scott:

We have been advised by our Field Team that work under the cited contract was not resumed on or before December 31, 1957, as stipulated in Amendment No. 6 to the contract, dated August 9, 1957.

By the terms of Item 4(d) of this amendment, all minerals which may be mined or produced from October 12, 1953, to October 12, 1971, are subject to the Government's percentage royalty as set forth in the contract until the sum of $104,619.50 (subject to audit) is repaid.

Payments should be made to the Executive Officer, DMEA Field Team, Region I, South 157 Howard Street, Spokane 4, Washington. Checks should be drawn in favor of the Defense Minerals Exploration Administration. The purchaser should be advised to deduct royalties from the amount due on each shipment and forward the checks to the Executive Officer.

Royalty payments to the Government should be accompanied by suitable evidence, such as copies of the settlement sheets, showing quantity and grade of the products sold, the name of the purchaser, and the price and charges, certified to be correct by the purchaser.

You are requested to notify the Executive Officer of any change in ownership and production rights that might affect the Government's right to its percentage royalty. Also, if production ceases at any time for an extended period please notify the Executive Officer at six-month intervals that such is the case.

Sincerely yours,

/s/ C. O. Mittendorf

Administrator

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Docket Copy

EXPLORATION PROJECT CONTRACT
SILVER DOUBLE MINING COMPANY
DOCKET NO. DMA-3071

Amendment No. 3

Because of failure of the Operator (Silver Double Mining Company) to supply any Concepts to Lion on Form NF-[illegible] (Revised March 24, 1955), Amendment No. 2 is hereby cancelled.

It is agreed this 15th day of March, 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Silver Double Mining Company that Exploration Project Contract No. DMA-[illegible] (Docket No. DMA-3071), dated October 12, 1950, as amended, is hereby further amended as follows:

1. Work under the Contract shall be suspended during the period beginning May 1, 1955, and ending not later than July 1, 1956.

2. The time fixed by Article 3 of the Contract for completion of the work, extended by Amendment No. 1 to 36 months, is further extended to 38 months.

3. In Article 7, all of the second sentence beginning with the word "Provided," is deleted.

4. Annex XIX of the Contract, which replaced Article 6 of the Contract, and Article 9 of the Contract, are deleted and the attached Annex IV is added in lieu thereof.

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

Executed in quadruplicate the day and year first above written.

THE UNITED STATES OF AMERICA

/s/ C. O. Mittendorf
By
Administrator, Defense Minerals
Exploration Administration

SILVER DOUBLE MINING COMPANY

By /s/ Clarke L. Wilson

Title Vice Pres.

pocket copy

[redacted]
[redacted]
[redacted]

[redacted]

It is agreed this 25th day of July, 1961, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Silver Dollar Mining Company that Exploration Project Contract IdA-[redacted] (Contract No. [redacted]), dated October 12, [redacted], as amended, is further amended as follows:

In Amendment No. 1:

1. In paragraph 1, substitute the date "January 1, 1967," for the date "July 1, 1964."

2. In paragraph 2, substitute the period "44 months" for the period "28 months."

3. In Annex IV attached to Amendment No. 3, substitute the period "twenty years" for the period "sixteen years."

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be required to contribute, or the agreed unit cost of any item of work.

Executed in triplicate the day and year first above written.

THE UNITED STATES OF AMERICA

/s/ C. O. Mittendorf
By [redacted]
Administrator, Defense Minerals
Exploration Administration

SILVER DOLLAR MINING COMPANY

By /s/ Clarke L. Wilson

Title Vice-President

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

June 10, 1953

Memorandum

To: Executive Officer, DMEA Field Team, Region II

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

There is listed below the assigned docket number to an application recently received from Region II

DMEA - 3071 - **Vindicator Silver-Lead Mining Company.**

Robert E. Adams,
Chief, Operation's Control
and Statistics Division

38226

June 10, 1953

Mr. H.F. Magnuson, Secretary
Vindicator Silver-Lead Mining Co.
Scott Building
Box 469
Wallace, Idaho

Subject: DMEA-3071
Re: Exploration Assistance
Vindicator Mine

My dear Mr. Magnuson:

The receipt of your application dated April 30, 1953, for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3071 and referred to the Base Metals Division.

Kindly refer to DMEA-3071 in any future correspondence relating to your application.

Sincerely yours,

Robert E. Adams
Chief, Operation Control
and Statistics Division