DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. DMEA-3210

DO NOT DETACH THIS SLIP

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

This document has been recorded as

Exploration Assistance

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

1cy to USGS, USBM, DOCKET, 1cy retained in Reg

Routing Slip

To:	400	Date	11-18-53
To:	Open Corr	Date	11-20-53
To:	Code 400	Date	11\23\53
To:	Open Corr	Date	1-6-54
To:	Code 400	Date	1\7\54
To:	Open Corr	Date	3-17-54
To:	Open Corr	Date	6-23-54
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	

DO NOT DETACH

CONTROLLED DOCUMENT

JUN 24 1954

3210

Mr. Shirley H. Stockard, Partner
S. H. Stockard et al.
Box 313
Stanfield, Oregon

Re: Docket No. DMEA 3210 - Tungsten
Marygold Group
Idaho County, Idaho

Dear Mr. Stockard:

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

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

Careful study of all our information, although noting small amounts of tungsten mineralization on your property, indicates to us that the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation. We regret to advise, under the circumstances, that your application for exploration assistance is denied.

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

Sincerely yours,

G. O. Mittenderf

Administrator

JHopkins:foc
6-18-54
cc to: Docket
Code 400
FT. Reg. II
Admr. Reading File
Operating Committee
R. W. Geehan, USBM
T. P. Thayer, USGS

June 18, 195[illegible]

MEMORANDUM

To: Administrator

From: Iron and Ferro-Alloys Division

Subject: Denial of application for exploration assistance in the amount of $7,500.00
Docket No. DMEA 3210 - Tungsten
S. H. Stoddard et al.
Marygold Group
Idaho County, Idaho

The denial of the subject application by this Division is based on the following information:

1. The applicant requested exploration assistance in the sum of $7,500.00 to explore for tungsten on the Marygold Group of mining claims, Idaho County, Idaho.

2. The Marygold group is underlain by schists that were originally argillaceous sediments of the Belt series of pre-Cambrian age which were metamorphosed by the invading bathalith of granite.

3. The mineralized zone on the Marygold No. 1 Claim is an aggregate of tremolite, actinolite, quartz, pyrrhotite, and occasional disseminated specks of scheelite. It is located in and parallels the foliation of the biotite-quartz schist and probably represents what was originally a thin bed of dolomitic limestone.

4. At the portal of the 42-foot adit the zone is 8 feet thick and has a band of scheelite ore one foot wide and 7 feet in length on the hanging wall side. A sample across 14 inches of the band assayed 0.17% WO_3. A sample across the face of the adit assayed nil WO_3.

5. The mineralized zone is typical of marginal contact scheelite deposits, and may increase both in size and grade at depth. However, evidence of such increases was not seen in the outcrop or in the adit.

6. The outcrop above the adit is so lean in tungsten mineralization and the width is so variable that the DMEA geologist concludes that the property does not justify further exploration.

7. The Commodity Divisions of the Geological Survey and Bureau of Mines concur in the conclusions of the examining geologist.

W. S. Martin, Chief
Iron and Ferro-Alloys Division

JHopkins:foc
6-18-54
cc to: Docket
Code 400
Adm. Reading File
Operating Comm.

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

[illegible] Building
[illegible] Street
[illegible] Washington

June 11, 1954

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

In: Docket No. [illegible] (Lingrow)
[illegible], et. al.
Idaho County, Idaho

Dear Mr. Gillette:

Enclosed are four copies of a field examination report on the claim application of F. H. Killingsworth, Geological Survey.

Mr. Killingsworth finds that the applicant's property contains a marginal deposit of scheelite ore that is low in grade and small in size. He recommends denial of the application on the grounds of the improbability of making a worthwhile discovery. The Field Board concurs with these recommendations.

By Field Board, Region III

[illegible] Weissenborn, Executive Officer
U. S. Geological Survey

[illegible] G. [illegible], Member
U. S. Bureau of Mines

Enclosure
cc: USBM (2)
Killingsworth

Reviewed by
DMEA OPERATING COMMITTEE
6-18-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
So. 157 Howard Street
Spokane 4, Washington

DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
JUN 15 1954

June 8, 1954

MEMORANDUM

To: DMEA Field Team, Region II

From: Thor H. Killsgaard, U. S. Geological Survey

Subject: DMEA Docket No. 3210 (tungsten), Field examination, S. H. Stockard, Marygold property, Idaho County, Idaho.

RECOMMENDATIONS

It is recommended that the cited application be denied a DMEA contract on the grounds of the improbability of making a worthwhile discovery.

INTRODUCTION

The subject field examination was made on April 2 and 3, 1953, by the writer, accompanied by Mr. S. H. Stockard, a partner, acting for the applicant. Purpose of the examination was to determine how extensive tungsten mineralization was at the Marygold property, and whether the property warranted DMEA assistance. The daylight hours of the afternoon of April 2 were devoted to a careful examination of that part of the outcrop extending from the adit to a point a few hundred feet to the southeast, beyond which the outcrop was concealed. The same outcrop area was lamped during the night of April 2.

During the forenoon of April 3, the adit on the Marygold No. 1 claim was mapped, as was the geology of the immediately surrounding area.

APPLICANT

The applicant consists of our partners, each of whom own a quarter interest in the Marygold property. These partners are: S. H. Stockard, Jack Lawrence, Alex Park, and Jacob Wilson, deceased. Mr. Wilson's estate was being probated at the time the application was filed, and the applicant, at the request of the

Reviewed by
DMEA OPERATING COMMITTEE
6-18-54
(date)

Executive Officer, DMEA, Region II, in a letter dated January 28, 1954, had the Probate Judge of Idaho County appoint an administrator, a Mr. Marvin M. Jensen, to act for the deceased partner. Mr. Jensen signed an Owner's Consent to Lien Agreement dated March 2, 1954, obligating the deceased's interest to the applied-for DMEA contract.

Mr. Stockard, who would supervise the proposed work for the applicant, is a veterinarian who stopped practicing his profession several years ago and has since devoted his time to prospecting. He has had no mining experience but could probably supervise a limited exploration program if given some technical assistance.

LOCATION AND ACCESSIBILITY

The Marygold property is in an unsurveyed part of Idaho County, Idaho, in the Marshall Lake mining district, about 32 miles east of Riggins, Idaho. It is accessible from Riggins by following the Forest Service road to the east along the Salmon River to the end of the road. A trail extends from the end of the road on the south side of the Salmon River for a distance of about half a mile to the portal of the adit on the Marygold No. 1 claim. The trail continues beyond the adit portal for about 1 mile before terminating.

PROPERTY

The property comprises the Marygold group of claims, Nos. 1 to 8, inclusive. These claims cover a portion of the southern canyon wall of the Salmon River, extending southerly from the river (see attached map).

The sole working place on the property is a 42-foot adit, whose portal is on the trail passing across the northern part of the Marygold No. 1 claim.

HISTORY AND PRODUCTION

The Marygold claims were staked by the applicant in 1951. During the summer of that year work on the adit was started and this work has been continued intermittently to the present date.

There has been no production from the property.

GEOLOGY

From Riggins eastward to Shoup, Idaho, the Salmon River has entrenched a deep and precipitous canyon, the walls of which are composed chiefly of granitic rock of the Idaho batholith.

Throughout the interval between Riggins and the Marygold property the country rock exposed in the canyon walls is either granite or invaded pendants of older, metamorphosed rock. In places, the rock type is fairly consistant; elsewhere, the rock type typifies the fringe or contact area of the batholith and may be either metamorphosed rock intruded by countless granite apothyses or more extensive exposures of granite in which are inclusions and remnants of the older metamorphosed rock.

At the Marygold property the prevailing rock type is a biotite, quartz schist, of which biotite comprises perhaps 70 percent of the rock. The rock is dark green but weathers to a rusty brown on the outcrop. Foliation of the schist strikes to the southeast and dips southwest.

Near the center of the Marygold No. 1 claim, immediately west of the adit, is a sill of quartz-rich granite, which because of its resistance to erosion, forms a ledge about 60 feet thick that is traceable for several thousand feet up the southern wall of the Salmon River Canyon. The rock is chiefly a coarsely-crystalline quartz, shot through with inclusions of granite, which are oriented parallel to the foliation of the adjoining schist.

West of the sill of quartz-rich granite, the overlying rock is a muscovite schist which continues westward beyond the western limits of the Marygold No. 1 claim.

The mineralogy of the schists and the quartz-rich granite, and the fact that the foliation of these rocks roughly parallels the attitude of roof pendants of nearby metamorphosed sediments, suggest that originally the rocks at the Marygold property were argillaceous sediments - probably members of the Belt series of pre-Cambrian rocks - which were metamorphosed by the invading batholith.

The vein on the Marygold No. 1 claim is composed of an aggregate of tremolite, actinolite, quartz, pyrrhotite, and occasional disseminated specks of scheelite, all of which form a lenticular body in the footwall of, and parallel to the sill of quartz-rich granite.

The vein is in the biotite-quartz schist and trends parallel to the foliation of that rock. It probably represents what was originally a thin bed of dolomitic limestone that was subsequently metamorphosed to the tremolite-actinolite rock by the invading granite, and which was also deformed by plastic flow. The scheelite must have originated with the quartz-rich granite.

It probably was deposited in the adjacent tremolite-actinolite bed because of the higher calcium content of that rock. As such, the vein is similar in many respects to other granite-limestone contact deposits of scheelite.

At the portal of the adit the vein is 8 feet thick; scheelite is contained in a 1-foot band on the hanging wall side. Five feet in from the portal the vein swells to a thickness of 12 feet and then quickly inches to a thickness of about 5 inches. The 1-foot band of scheelite ore on the hanging wall has a strike length of 9 feet. A 14-inch sample across this band assayed 0.17 percent WO_3. Near the face of the adit the vein again thickens and it lamps a few scattered grains of scheelite; however, a sample taken across the face of the adit assayed nil WO_3.

On the outcrop, the vein continues from the portal of the adit to the northwest for about 70 feet, beyond which no trace of the vein is to be seen. To the southeast of the adit, up the hillside, float from the vein may be traced for some distance, but there is little evidence of scheelite. A section of the vein extending from about 200 to 350 feet southeast of the adit portal lamps very sparse scheelite, but the width of the vein is narrow, for the most part being measured in inches.

PROPOSED EXPLORATION WORK

The applicant proposes to further explore the vein by extending the existing adit on the Marygold No. 1 claim for 250 feet. He proposes to enlarge the trail to the mine and to build a shelter at the mine on his own account.

DISCUSSION OF APPLICANT'S PROPOSAL

The vein outcrop above the adit is so lean in tungsten mineralization and the vein width so variable that it is believed the property does not justify further exploration. It is believed the vein is typical of marginal contact scheelite deposits and that while drifting on the vein may show that the deposit increases both in size and grade, evidence of such increases are not to be seen on the outcrop or in the adit. As the applicants have limited financial means and as any exploration would be expensive to them, it is believed it would be to their advantage to abandon the property rather than continuing to devote money and effort in exploring what is believed to be a poor prospect.

Another feature to the disadvantage of the property is its accessibility. The half of mile of trail to the end of the road has an excellent grade, but at least half of it is cut out of almost

sheer cliffs. The rail was built by the CCC as a forerunner of the road up the Salmon River. Any widening of this trail would involve a lot of rock work which would be very expensive.

CONCLUSIONS

Tungsten mineralization at the Marygold No. 1 claim is very sparse and the width of the vein, where exposed in the adit and on the outcrop, is variable but for the most part narrow.

Is is believed the vein does not warrant further exploration either by the applicants themselves or under a program in which the Government would participate in the costs.

Enclosure(1)
Distribution:
DMEA(4)
USBM(2)
USGS(SRO)
Docket
Kiilsgaard

400

MAR 18 1954

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

Re: Docket No. DMEA 3210 - Tungsten
S. H. Stockard, et al.
Marygold group
Idaho County, Idaho

Dear Mr. Weissenborn:

This will acknowledge receipt of your letter of March 4, 1954, transmitting "Owner's Consent to Lien" dated March 2, 1954, signed by S. H. Stockard and Marvin M. Jensen, to which was attached a certified copy of an "Order Appointing Administrator" dated February 20, 1954.

After reviewing the subject docket including these data, the office of the Chief Counsel, DMEA, prepared a pertinent memorandum, and we enclose two copies for your information.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee

Enclosure

APPROVED:

J. H. Hedges
Member, Bureau of Mines

Philip W. Guild
Member, Geological Survey

Copy to: DOCKET
FT, REG. II
CODE 400
OPER. COMM.
ADM. READ. FILE
R. W. GERMAN, USBM
T. P. THAYER, USGS

FARutledge/ls
3/16/54

400

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D.C.
~~XXXXXXXXXXXXXXXXXX~~
So. 157 Howard Street
Spokane 4, Washington

March 15, 1954

Mr. S. H. Stockard
Riggins, Idaho

Re: Docket No. DMEA-3210 (Tungsten)
Marygold Group
Idaho County, Idaho

Dear Mr. Stockard:

We note in your letter of March 1 that you are now working at the property, that the roads to the property are in good shape, and that the property is accessible for examination.

We plan to have an examining party visit your property on about March 30th. However, we shall write you at a later date giving you a more exact date on which the examination will be made. In the event this proposed visit does not agree with your schedule, please advise.

Sincerely yours,

Thor K. Kiilsgaard
For: A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region II

cc: USBM (2)
DMEA (2)
Nickelson

March 15, 1954

Memorandum

To: The Administrator
Through: Mr. W. S. Martin

From: Chief Counsel

Subject: Docket No. DMEA-3210 (Tungsten), S. M. Stechard, et al., Marygold Group, Idaho County, Idaho

In a memorandum to you dated December 23, 1953, we stated that the subject application indicated it had been filed in behalf of a partnership consisting of four partners, one of whom is deceased. Your letter dated November 20, 1953, to the applicant inquiring as to the nature of the legal entity making the application did not result in a clarification of the question. Therefore, in a letter dated January 6 to the Executive Officer, Region II, the Operating Committee stated that "it is necessary that the applicant should have the entire interest in the minerals in the land or the right to represent the entire interest," and that evidence of the latter interest would be satisfied by an Owner's Consent to Lien from a proper representative of the estate of the deceased partner. In a letter dated January 26, the Executive Officer informed the applicant of our requirement and instructed the applicant as to the manner of executing the required Owner's Consent to Lien.

With a memorandum dated March 4 from the Executive Officer to the Operating Committee, there were attached certified copies of a court order appointing an administrator for the estate of the deceased partner, and an Owner's Consent to Lien executed by and in behalf of the three surviving partners and by the administrator for the estate of the deceased partner. As it now appears from the recital in the Owner's Consent to Lien that the administrator of the estate proposes to obligate the estate to a new venture of the partnership, we are faced with another legal question, whether the administrator may do so. The order of the court appointing the administrator does not automatically authorize such action.

If this application is approved for a small contract, say not in excess of $5,000, we would not require further legal evidence of the administrator's authority to enter into the contract. However, if it is to be a larger project, this office will require the Operator to provide us with a copy of a court order (or other evidence) authorizing the administrator of the estate of the deceased partner to commit the estate to obligations under an exploration contract.

J. L. Hofflund

J. L. Hofflund
Chief Counsel

HCRubin:JLH:ep

Copy to: Docket
Mr. Martin
Mr. Hofflund
Mr. Rubin
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D.C.
~~XXXXXXXXXXXXXXXX~~
So. 157 Howard Street
Spokane 4, Washington

400

March 4, 1954

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

Re: Docket No. DMEA-3210 (Tungsten)
S. E. Stockard, et al.
Marygold Group
Idaho County, Idaho

Dear Mr. Selfridge:

Reference is made to your letter of January 6, 1954.

Enclosed are 5 copies of an Owner's Consent to Lien dated March 2, 1954, signed by S. E. Stockard and Marvin M. Jensen, to which is attached a Certified Copy of an "Order Appointing Administrator" dated February 20, 1954. This instrument appoints Marvin M. Jensen as Administrator of the Estate of Jacob H. Wilson, deceased.

Sincerely yours,

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

Enclosure
cc: USBM (2)
Nicholson

Docket

DEPARTMENT OF THE
Defense Minerals A
RECEIVED
FEB 8 1954

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

February 4, 1954

WSM

Mr. S. H. Stockard
Stanfield, Oregon

Re: Docket No. DMEA-3210 (tungsten)
Marygold Group
Idaho County, Idaho

Dear Mr. Stockard:

This will acknowledge receipt of your letter of February 1 in which you state that you are returning the Owner's Consent to Lien forms to this office as soon as possible. We also note that you have recently been to your mining property and have found most of the surface area to be free of snow.

We can schedule a field examination of your property in the near future; however, we wish to advise you that your outcrop should be completely free of snow as we will need to see the surface area to make a complete examination. If, upon arriving at your property, we were to find part of the area covered with snow we would have to schedule another examination which would inconvenience not only us but you as well. It was for this reason that in our previous letter we suggested the examination be delayed until a thorough study could be made.

If all of the outcrop area may be seen at the present time and if you believe that a complete examination of your property may be made, please advise and we will immediately schedule a field examination.

Sincerely yours,

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

cc: USBM (2)
DMEA (2)
Nickelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
Sc. 157 Howard Street
Spokane 4, Washington

February 4, 1954

Mr. S. H. Stockard
Stanfield, Oregon

Re: Docket No. DMEA-3210 (tungsten)
Marygold Group
Idaho County, Idaho

Dear Mr. Stockard:

This will acknowledge receipt of your letter of February 1 in which you state that you are returning the Owner's Consent to Lien forms to this office as soon as possible. We also note that you have recently been to your mining property and have found most of the surface area to be free of snow.

We can schedule a field examination of your property in the near future; however, we wish to advise you that your outcrop should be completely free of snow as we will need to see the surface area to make a complete examination. If, upon arriving at your property, we were to find part of the area covered with snow we would have to schedule another examination which would inconvenience not only us but you as well. It was for this reason that in our previous letter we suggested the examination be delayed until a thorough study could be made.

If all of the outcrop area may be seen at the present time and if you believe that a complete examination of your property may be made, please advise and we will immediately schedule a field examination.

Sincerely yours,

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

cc: USBM (2)
DMEA (2)
Nickelson

400

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
FEB 1 1954

January 28, 1954

Mr. S. K. Stockard
Box 313
Stanfield, Oregon

Re: Docket No. DMEA-3210 (tungsten)
Marygold Group
Idaho County, Idaho

Dear Mr. Stockard:

Reference is made to your letter of November 23, 1953, in which you state that the original partnership holding the property is still in force. We have forwarded copies of your letter to the Washington office of DMEA for their consideration.

The Washington office advises us that there is nothing in the docket to indicate that the surviving three partners have the right to represent the interests of the deceased partner in an entirely new venture such as an exploration contract. Furthermore, they advise that for the purposes of the proposed exploration project contract it will be necessary for you, as the applicant, to either have the entire interest in the minerals in the land or else the right to represent the entire interest. The only way to enter into the proposed exploration contract apparently would be for the three remaining partners to either acquire the interest of the deceased or else to procure from the decedent's estate an Owner's Consent to Lien.

Of the two aforementioned courses of action, it would seem the more convenient to obtain an Owner's Consent to Lien. We are therefore enclosing six copies of such an agreement for your perusal. If you should decide to have such an agreement signed, please describe the ground covered in the partnership in paragraph 1, list the partners involved in paragraph 2, and obtain the signatures or signature of an agent authorized to sign for the deceased--such signature to be placed in the lowermost section of paragraph 4. If you will return the signed Owner's Consent to Lien agreement to this office, we will in turn forward them to Washington.

We would appreciate your advising us when your property is accessible for examination. Upon the receipt of such information, we shall immediately schedule an examination and hope that you or your partners may be available to accompany us during the examination.

Sincerely yours,

Thor E. Kiilagaard
For: A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region II

Enclosure

cc: DMEA (2)
USBM (2)
Nickelson

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

400

Martin Rubin

Rewritten by

JAN - 6 1954

Mr. A. M. Weissenborn, Executive Officer
Field Team, Region II
South 117 Howard Street
Spokane 8, Washington

Re: Docket No. [illegible] - Tungsten
S. S. Stockard, et al.
Tarryons Mining
Idaho County, Idaho

Dear Mr. Weissenborn:

Reference is made to our letter of November 23, 1953, advising you that the subject application would be held in abeyance until the scheduled report by the Field Team was received, and to the copy sent you of the Administrator's letter of the same date to the above-captioned operator. Reference is also made to the copy you sent us of Mr. Shirley A. Stockard's letter of November 23, 1953, advising you that the deceased partner's estate has not yet been probated.

There is nothing in this docket to indicate that the surviving three partners have any right to represent the interests of the deceased partner in an entirely new venture under an exploration contract. For the purposes of this exploration project contract, it is necessary that the applicant should have the entire interest in the minerals in the land or the right to represent the entire interest. The only apparent way to enter into this contract would be for the three remaining partners to acquire the interest of the deceased, or to procure from the decedent's estate an Owner's Consent to Lien.

Please advise Mr. Stockard accordingly.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee

Approved:

J. H. Hedges
Member, Bureau of Mines

D. M. Larrabee
Member, Geological Survey

WSMartin/JLHofflund/ema 12/30/53
cc: Adm. R. File
Docket
W. S. Martin
J. L. Hofflund
Chron.
Pending
Op. Comm.
Mr. Thayer
Mr. Hedges

4-02

Stanfield, Oregon
November 23, 1953

U. S. Dept. of Interior
DMEA Executive Officer
Spokane, Wash.

Re: Docket No. 3210 (tungsten)
Marygold Group
Idaho County, Ida.

Dear Sir:

In reference to letter of Nov. 20th. The original partnership is still in force. Our attorney says, under Idaho mining laws on partnership. If a partner dies his heirs receive his share of the property but have no voice in the partnership operation.

The deceased partners estate has not been probated as yet.

The claims are recorded under the name "Marygold" which is the correct spelling.

I hope this answers the questions satisfactorily.

Sincerely yours,

Shirley H. Stockard

C O P Y

140

402

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

December 23, 1953

Memorandum

To: The Administrator
Through: W. S. Martin

From: Chief Counsel

Subject: S. H. Stockard, et al., Docket No. DMEA-3210
Marygold Group, Idaho County, Idaho (tungsten)

The subject docket indicates that this application is in behalf of a partnership consisting of four partners, one of whom is deceased. By letter of the Administrator to the applicant dated November 20, inquiry was made with respect to the nature of the legal entity that is making the application, and its right to represent all of the interests in the land. The applicant's response, dated November 23, does not clarify the matter. It merely states the well-known fact that the heirs of the deceased partner will receive his interest in the partnership, but does not indicate that the remaining three partners have any right to represent the interest of the decedent in an entirely new venture under an exploration project contract.

For the purposes of an exploration project contract, it is necessary that the applicant should have the entire interest in the land or the right to represent the entire interest. The only apparent way to enter into this contract would be for the three remaining partners to acquire the interest of the deceased, or to procure from the decedent's estate an Owner's Consent to Lien.

J. L. Hofflund
emd

J. L. Hofflund
Chief Counsel

HCRubin/JLHofflund/emd

Copy to: Docket
W.S.Martin
H.C.Rubin
J.L.Hofflund
chron.

140

400

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

NOV 20 1953

Mr. Shirley H. Stockard, Partner
S. H. Stockard et al.
Box 313
Stanfield, Oregon

Re: Docket No. DMEA-3213 (Tungsten)
Marigold Group
Idaho County, Idaho

Dear Mr. Stockard:

Reference is made to the application for exploration assistance, identified above, which has been reviewed by the Iron and Ferro Alloys Division of the Defense Minerals Exploration Administration and referred to Mr. A. F. Weissenborn, Executive Officer, DMEA Field Team, Region II, South 157 Howard Street, Spokane 4, Washington, for a field examination of the property.

In reviewing the application it was noted that it is in the names of four partners, one of whom was deceased at the time the application was filed. Please inform us whether the original partnership has been dissolved. If this is the case, what arrangements have been made to acquire the interest in the mining claims held by the estate of the deceased partner? If the original partnership has not been dissolved, under what legal arrangement is it still operative?

The application identifies the names of the claims as Marygold, while the Powers of Attorney recite Marigold. Please inform us which is correct.

The Regional Office will contact you at an early date with regard to an examination of your property. Any assistance that you can render the members of the Field Team during the examination will be appreciated.

Sincerely yours,

C. O. Mittendorf

Administrator

HCRubin/ema 11-17-53
Copy to: Docket
Adm. R. File
C. O. Mittendorf
Op. Comm.
Field Team - Reg. II(2)
W. S. Martin
H. C. Rubin
J. L. Hofflund
Chron.
Pending

NOV 2 0 1953

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

Re: Docket No. DMEA 3210 - Tungsten
S. M. Stockard et al.
Marigold Group
Idaho County, Idaho

Dear Mr. Weissenborn

Reference is made to the subject docket and your letter of November 10, 1953, which states that a field examination of the property has been scheduled.

We will, therefore, hold this application in abeyance until the report and recommendations by the Field Team are received.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

APPROVED:

J. H. Hedges

Director, Bureau of Mines

T. P. Thayer

Director, Geological Survey

FARutledge:fcc
11-17-53
cc: Docket
Code 400
FT. Reg. 2
Admr. Reading File
Operating Comm.
R. W. Graham, USBM
T. P. Thayer, USGS

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

FAR
11-16-53

Mr. Shirley H. Stockard, Partner
S. H. Stockard et al.
Box 313
Stanfield, Oregon

Re: Docket No. DMEA 3210 - Tungsten
Marigold Group
Idaho County, Idaho

Dear Mr. Stockard:

Reference is made to the ~~above-docketed~~ application for exploration assistance, identifiable as above, which has been reviewed by the Iron and Ferro-Alloys Division of the Defense Minerals Exploration Administration and referred to Mr. A. E. Weissenborn, Executive Officer, DMEA Field Team, Region II, South 157 Howard Street, Spokane 4, Washington, for a field examination of the property.

The Regional Office will contact you at an early date with regard to an examination of your property. Any assistance that you can render the members of the Field Team during the examination will be appreciated.

Sincerely yours,

Administrator

The application identifies the names of the claims as "Mahogany" and "Mahogany No. 1". Please inform us if this is correct.

In reviewing the application it was noted that it is in the names of four partners, one of whom is deceased. Please inform us whether the estate of the deceased partner is still an active partner or whether it is proposed that the Government enter into a contract with the three living partners. If the latter is the case, the understanding or joint interest in the land should be acquired by the three living partners, either by lease or otherwise.

RECEIVED
NOV 17 1953
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

400

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D.C.
~~xxxxxxxxxxxxxxxxxx~~
No. 157 Howard Street
Spokane 4, Washington

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 13 1953

November 10, 1953

Omea 3210

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

Dear Mr. Selfridge:

Enclosed are three copies of an application submitted by Mr. G. H. Stockard, Box 313, Stanfield, Oregon. The application concerns a tungsten property located along the Salmon River, about 30 miles east of Higgins, Idaho. The application is not as complete as it might be; however, it is assumed that Mr. Stockard has submitted it in good faith and we are therefore scheduling an examination to be made in the near future, at which time our examiners will obtain or will instruct Mr. Stockard as to the submittal of desired information.

A field report will be submitted as soon as it has been completed.

Sincerely yours,

Thor H. Kallsgaard
Acting Member
DMEA Field Team, Region II

Enclosure

cc: UEBM (2)

400

Docket
Surname

Hopkins
Martin
Geehan
Thayer
Jardine
Hedges
Selfridge
Fyshen

Mr. Shirley H. Stockard, Partner
S. H. Stockard et al.
Box 333
Stanfield, Oregon

Re: Docket No. [illegible] - Tungsten
Marygold Group
Idaho County, Idaho

Dear Mr. Stockard:

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

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

Careful study of all our information, although noting small amounts of tungsten mineralization on your property, indicates to us that the probability of disclosing adequate ore reserves by your proposed program is not sufficiently promising to justify Government participation. We regret to advise, under the circumstances, that your application for exploration assistance is denied.

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

Sincerely yours,

C. O. Mittenderf (fw)

Administrator

6-24

JHopkins:foc
6-18-54
cc to: Docket
Code 400
FT. Reg. II
Admr. Reading File
Operating Committee
R. W. Geehan, USBM
T. P. Thayer, USGS

Docket
Surname

Hopkins
Martin
Geehan
Thayer

June 18, 1954

MEMORANDUM

To: Administrator

From: Iron and Ferro-Alloys Division

Subject: Denial of application for exploration assistance in the amount of $7,500.00
Docket No. DMEA 3210 - Tungsten
S. H. Stockard et al.
Marygold Group
Idaho County, Idaho

The denial of the subject application by this Division is based on the following information:

1. The applicant requested exploration assistance in the sum of $7,500.00 to explore for tungsten on the Marygold Group of mining claims, Idaho County, Idaho.

2. The Marygold group is underlain by schists that were originally argillaceous sediments of the Belt series of pre-Cambrian age which were metamorphosed by the invading batholith of granite.

3. The mineralized zone on the Marygold No. 1 Claim is an aggregate of tremolite, actinolite, quartz, pyrrhotite, and occasional disseminated specks of scheelite. It is located in and parallels the foliation of the biotite-quartz schist and probably represents what was originally a thin bed of dolomitic limestone.

4. At the portal of the 42-foot adit the zone is 8 feet thick and has a band of scheelite ore one foot wide and 7 feet in length on the hanging wall side. A sample across 14 inches of the band assayed 0.17% WO_3. A sample across the face of the adit assayed nil WO_3.

5. The mineralized zone is typical of marginal contact scheelite deposits, and may increase both in size and grade at depth. However, evidence of such increases was not seen in the outcrop or in the adit.

6. The outcrop above the adit is so lean in tungsten mineralization and the width is so variable that the DMEA geologist concludes that the property does not justify further exploration.

7. The Commodity Divisions of the Geological Survey and Bureau of Mines concur in the conclusions of the examining geologist.

W. S. Martin, Chief
Iron and Ferro-Alloys Division

JHopkins:foc
6-18-54
cc to: Docket
Code 400
Adm. Reading File
Operating Comm.

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

June 18, 1954

MEMORANDUM

To: Administrator

From: Iron and Ferro-Alloys Division

Subject: Denial of application for exploration assistance in the amount of $7,500.00
Docket No. DMEA 3210 - Tungsten
S. H. Stockard et al.
Marygold Group
Idaho County, Idaho

The denial of the subject application by this Division is based on the following information:

1. The applicant requested exploration assistance in the sum of $7,500.00 to explore for tungsten on the Marygold Group of mining claims, Idaho County, Idaho.

2. The Marygold group is underlain by schists that were originally argillaceous sediments of the Belt series of pre-Cambrian age which were metamorphosed by the invading batholith of granite.

3. The mineralized zone on the Marygold No. 1 Claim is an aggregate of tremolite, actinolite, quartz, pyrrhotite, and occasional disseminated specks of scheelite. It is located in and parallels the foliation of the biotite-quartz schist and probably represents what was originally a thin bed of dolomitic limestone.

4. At the portal of the 42-foot adit the zone is 8 feet thick and has a band of scheelite ore one foot wide and 7 feet in length on the hanging wall side. A sample across 14 inches of the band assayed 0.17% WO_3. A sample across the face of the adit assayed nil WO_3.

5. The mineralized zone is typical of marginal contact scheelite deposits, and may increase both in size and grade at depth. However, evidence of such increases was not seen in the outcrop or in the adit.

6. The outcrop above the adit is so lean in tungsten mineralization and the width is so variable that the DMEA geologist concludes that the property does not justify further exploration.

7. The Commodity Divisions of the Geological Survey and Bureau of Mines concur in the conclusions of the examining geologist.

W S Martin

W. S. Martin, Chief
Iron and Ferro-Alloys Division

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
JUN 15 1954

June 11, 1954

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

WSM

Re: Docket No. DMEA-3210 (tungsten)
S. H. Stockard, et. al.
Idaho County, Idaho

Dear Mr. Selfridge:

Enclosed are four copies of a field examination report on the cited application by T. H. Kiilsgaard, Geological Survey.

Mr. Kiilsgaard notes that the applicant's property contains a marginal deposit of scheelite ore that is low in grade and small in size. He recommends denial of the application on the grounds of the improbability of making a worthwhile discovery. The Field Team concurs with these recommendations.

By Field Team, Region II

A. E. Weissenborn

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

Wing G. Agnew

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

Enclosure
cc: USBM (2)
Kiilsgaard

Reviewed by
DMEA OPERATING COMMITTEE
6-18-54
(date)

D Mea

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 15 1954

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
So. 157 Howard Street
Spokane 4, Washington

June 8, 1954

GC 6/22/54

MEMORANDUM

To: DMEA Field Team, Region II

From: Thor H. Kiilsgaard, U. S. Geological Survey

Subject: DMEA Docket No. 3210 (tungsten), Field examination, S. H. Stockard, Marygold property, Idaho County, Idaho.

RECOMMENDATIONS

It is recommended that the cited application be denied a DMEA contract on the grounds of the improbability of making a worthwhile discovery.

INTRODUCTION

The subject field examination was made on April 2 and 3, 1953, by the writer, accompanied by Mr. S. H. Stockard, a partner, acting for the applicant. Purpose of the examination was to determine how extensive tungsten mineralization was at the Marygold property, and whether the property warranted DMEA assistance. The daylight hours of the afternoon of April 2 were devoted to a careful examination of that part of the outcrop extending from the adit to a point a few hundred feet to the southeast, beyond which the outcrop was concealed. The same outcrop area was lamped during the night of April 2.

During the forenoon of April 3, the adit on the Marygold No. 1 claim was mapped, as was the geology of the immediately surrounding area.

APPLICANT

The applicant consists of four partners, each of whom own a quarter interest in the Marygold property. These partners are: S. H. Stockard, Jack Lawrence, Alex Park, and Jacob Wilson, deceased. Mr. Wilson's estate was being probated at the time the application was filed, and the applicant, at the request of the

Reviewed by
DMEA OPERATING COMMITTEE
6-18-54
(date)

Executive Officer, DMEA, Region II, in a letter dated January 28, 1954, had the Probate Judge of Idaho County appoint an administrator, a Mr. Marvin M. Jensen, to act for the deceased partner. Mr. Jensen signed an Owner's Consent to Lien Agreement dated March 2, 1954, obligating the deceased's interest to the applied-for DMEA contract.

Mr. Stockard, who would supervise the proposed work for the applicant, is a veterinarian who stopped practicing his profession several years ago and has since devoted his time to prospecting. He has had no mining experience but could probably supervise a limited exploration program if given some technical assistance.

LOCATION AND ACCESSIBILITY

The Marygold property is in an unsurveyed part of Idaho County, Idaho, in the Marshall Lake mining district, about 32 miles east of Riggins, Idaho. It is accessible from Riggins by following the Forest Service road to the east along the Salmon River to the end of the road. A trail extends from the end of the road on the south side of the Salmon River for a distance of about half a mile to the portal of the adit on the Marygold No. 1 claim. The trail continues beyond the adit portal for about 1 mile before terminating.

PROPERTY

The property comprises the Marygold group of claims, Nos. 1 to 8, inclusive. These claims cover a portion of the southern canyon wall of the Salmon River, extending southerly from the river (see attached map).

The sole working place on the property is a 42-foot adit, whose portal is on the trail passing across the northern part of the Marygold No. 1 claim.

HISTORY AND PRODUCTION

The Marygold claims were staked by the applicant in 1951. During the summer of that year work on the adit was started and this work has been continued intermittently to the present date.

There has been no production from the property.

GEOLOGY

From Riggins eastward to Shoup, Idaho, the Salmon River has entrenched a deep and precipitous canyon, the walls of which are composed chiefly of granitic rock of the Idaho batholith.

Apophyses

Throughout the interval between Riggins and the Marygold property the country rock exposed in the canyon walls is either granite or invaded pendants of older, metamorphosed rock. In places, the rock type is fairly consistant; elsewhere, the rock type typifies the fringe or contact area of the batholith and may be either metamorphosed rock intruded by countless granite apothyses or more extensive exposures of granite in which are inclusions and remnants of the older metamorphosed rock.

At the Marygold property the prevailing rock type is a biotite, quartz schist, of which biotite comprises perhaps 70 percent of the rock. The rock is dark green but weathers to a rusty brown on the outcrop. Foliation of the schist strikes to the southeast and dips southwest.

Near the center of the Marygold No. 1 claim, immediately west of the adit, is a sill of quartz-rich granite, which because of its resistance to erosion, forms a ledge about 60 feet thick that is traceable for several thousand feet up the southern wall of the Salmon River Canyon. The rock is chiefly a coarsely-crystalline quartz, shot through with inclusions of granite, which are oriented parallel to the foliation of the adjoining schist.

West of the sill of quartz-rich granite, the overlying rock is a muscovite schist which continues westward beyond the western limits of the Marygold No. 1 claim.

The mineralogy of the schists and the quartz-rich granite, and the fact that the foliation of these rocks roughly parallels the attitude of roof pendants of nearby metamorphosed sediments, suggest that originally the rocks at the Marygold property were argillaceous sediments - probably members of the Belt series of pre-Cambrian rocks - which were metamorphosed by the invading batholith.

The vein on the Marygold No. 1 claim is composed of an aggregate of tremolite, actinolite, quartz, pyrrhotite, and occasional disseminated specks of scheelite, all of which form a lenticular body in the footwall of, and parallel to the sill of quartz-rich granite.

The vein is in the biotite-quartz schist and trends parallel to the foliation of that rock. It probably represents what was originally a thin bed of dolomitic limestone that was subsequently metamorphosed to the tremolite-actinolite rock by the invading granite, and which was also deformed by plastic flow. The scheelite must have originated with the quartz-rich granite.

It probably was deposited in the adjacent tremolite-actinolite bed because of the higher calcium content of that rock. As such, the vein is similar in many respects to other granite-limestone contact deposits of scheelite.

At the portal of the adit the vein is 8 feet thick; scheelite is contained in a 1-foot band on the hanging wall side. Five feet in from the portal the vein swells to a thickness of 12 feet and then quickly pinches to a thickness of about 5 inches. The 1-foot band of scheelite ore on the hanging wall has a strike length of 9 feet. A 14-inch sample across this band assayed 0.17 percent WO_3. Near the face of the adit the vein again thickens and it lamps a few scattered grains of scheelite; however, a sample taken across the face of the adit assayed nil WO_3.

On the outcrop, the vein continues from the portal of the adit to the northwest for about 70 feet, beyond which no trace of the vein is to be seen. To the southeast of the adit, up the hillside, float from the vein may be traced for some distance, but there is little evidence of scheelite. A section of the vein extending from about 200 to 350 feet southeast of the adit portal lamps very sparse scheelite, but the width of the vein is narrow, for the most part being measured in inches.

PROPOSED EXPLORATION WORK

The applicant proposes to further explore the vein by extending the existing adit on the Marygold No. 1 claim for 250 feet. He proposes to enlarge the trail to the mine and to build a shelter at the mine on his own account.

DISCUSSION OF APPLICANT'S PROPOSAL

The vein outcrop above the adit is so lean in tungsten mineralization and the vein width so variable that it is believed the property does not justify further exploration. It is believed the vein is typical of marginal contact scheelite deposits and that while drifting on the vein may show that the deposit increases both in size and grade, evidence of such increases are not to be seen on the outcrop or in the adit. As the applicants have limited financial means and as any exploration would be expensive to them, it is believed it would be to their advantage to abandon the property rather than continuing to devote money and effort in exploring what is believed to be a poor prospect.

Another feature to the disadvantage of the property is its accessibility. The half of mile of trail to the end of the road has an excellent grade, but at least half of it is cut out of almost

sheer cliffs. The trail was built by the CCC as a forerunner of the road up the Salmon River. Any widening of this trail would involve a lot of rock work which would be very expensive.

CONCLUSIONS

Tungsten mineralization at the Marygold No. 1 claim is very sparse and the width of the vein, where exposed in the adit and on the outcrop, is variable but for the most part narrow.

Is is believed the vein does not warrant further exploration either by the applicants themselves or under a program in which the Government would participate in the costs.

Enclosure(1)
Distribution:
DMEA(4)
USBM(2)
USGS(SRO)
Docket
Kiilsgaard

Docket

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
~~xxxxxxxxxxxxxxxx~~
So. 157 Howard Street
Spokane 4, Washington

March 15, 1954

Mr. S. E. Stockard
Riggins, Idaho

Re: Docket No. DMEA-3210 (Tungsten)
Marygold Group
Idaho County, Idaho

WSM

Dear Mr. Stockard:

We note in your letter of March 1 that you are now working at the property, that the roads to the property are in good shape, and that the property is accessible for examination.

We plan to have an examining party visit your property on about March 30th. However, we shall write you at a later date giving you a more exact date on which the examination will be made. In the event this proposed visit does not agree with your schedule, please advise.

Sincerely yours,

Thor K. Kiilsgaard
For: A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region II

cc: USBM (2)
DMEA (2)
Nickelson

400

Rutledge
Martin
Selfridge
Jefferson
Hutchinson

MAR 35

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

Re: Docket No. DMEA 3210 - Tungsten
S. H. Stockard, et al.
Marygold group
Idaho County, Idaho

Dear Mr. Weissenborn:

This will acknowledge receipt of your letter of March 4, 1954, transmitting "Owner's Consent to Lien" dated March 2, 1954, signed by S. H. Stockard and Marvin M. Jensen, to which was attached a certified copy of an "Order Appointing Administrator" dated February 20, 1954.

After reviewing the subject docket including these data, the office of the Chief Counsel, DMEA, prepared a pertinent memorandum, and we enclose two copies for your information.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

Enclosure

APPROVED:

J. H. Hedges

Member, Bureau of Mines (JHH)

Philip W. Guild

Member, Geological Survey (PWG)

Copy to: DOCKET
FT, REG. II
CODE 400
OPER. COMM.
ADM. READ. FILE
R. W. GEEHAN, USBM
T. P. THAYER, USGS

FARutledge/ls
3/16/54

HHH
3-18-54

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

March 15, 1954

Memorandum

To: The Administrator
Through: Mr. W. S. Martin

From: Chief Counsel

WSM

Subject: Docket No. DMEA-3210 (Tungsten), S. H. Stockard, et al., Marygold Group, Idaho County, Idaho

In a memorandum to you dated December 23, 1953, we stated that the subject application indicated it had been filed in behalf of a partnership consisting of four partners, one of whom is deceased. Your letter dated November 20, 1953, to the applicant inquiring as to the nature of the legal entity making the application did not result in a clarification of the question. Therefore, in a letter dated January 6 to the Executive Officer, Region II, the Operating Committee stated that "it is necessary that the applicant should have the entire interest in the minerals in the land or the right to represent the entire interest," and that evidence of the latter interest would be satisfied by an Owner's Consent to Lien from a proper representative of the estate of the deceased partner. In a letter dated January 28, the Executive Officer informed the applicant of our requirement and instructed the applicant as to the manner of executing the required Owner's Consent to Lien.

With a memorandum dated March 4 from the Executive Officer to the Operating Committee, there were attached certified copies of a court order appointing an administrator for the estate of the deceased partner, and an Owner's Consent to Lien executed by and in behalf of the three surviving partners and by the administrator for the estate of the deceased partner. As it now appears from the recital in the Owner's Consent to Lien that the administrator of the estate proposes to obligate the estate to a new venture of the partnership, we are faced with another legal question, whether the administrator may do so. The order of the court appointing the administrator does not automatically authorize such action.

If this application is approved for a small contract, say not in excess of $5,000, we would not require further legal evidence of the administrator's authority to enter into the contract. However, if it is to be a larger project, this office will require the Operator to provide us with a copy of a court order (or other evidence) authorizing the administrator of the estate of the deceased partner to commit the estate to obligations under an exploration contract.

J. L. Hofflund

J. L. Hofflund
Chief Counsel

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

March 4, 1954

WSM

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

Re: Docket No. DMEA-3210 (Tungsten)
S. H. Stockard, et al.
Marygold Group
Idaho County, Idaho

Dear Mr. Selfridge:

Reference is made to your letter of January 6, 1954.

Enclosed are 5 copies of an Owner's Consent to Lien dated March 2, 1954, signed by S. H. Stockard and Marvin M. Jensen, to which is attached a Certified Copy of an "Order Appointing Administrator" dated February 20, 1954. This instrument appoints Marvin M. Jensen as Administrator of the Estate of Jacob H. Wilson, deceased.

Sincerely yours,

A. E. Weissenborn

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

Enclosure
cc: USBM (2)
Nickelson

RECEIVED
MAR 10 1954
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

Operating Committee:

We were going to make an extra copy of the Owner's Consent to Lien to make up the 6 copies you require, but we are completely out. However, here is an extra copy of the attachment we already had made, and perhaps you can have a copy of the 203 typed in your office to complete the set.

EMRaymond, Sec'y, Reg. II

IN THE PROBATE COURT OF BANNOCK COUNTY, IDAHO

In the Matter of the Estate of JACOB H. WILSON, also known as JAKE WILSON, Deceased.	# 3096 FEB. 20 54 /S/ John F. Rice

ORDER APPOINTING ADMINISTRATOR

The petition of Marvin M. Jones, praying for letters of administration on the estate of JACOB H. WILSON, also known as JAKE WILSON, deceased, coming on regularly to be heard, and the proof having been made to the court that due and legal notice of the hearing of said petition has been given by the clerk of this court, and it having been proved by the oath of Marvin M. Jones that the said Jacob H. Wilson, also known as Jake Wilson, died on the 31st day of March, 1953, at Grangeville, County of Idaho, State of Idaho; that he was a resident of Idaho County, Idaho, at the time of his death, and that the last place of his residence was in the County of Idaho, State of Idaho, and within the jurisdiction of this court; that the petitioner is legally competent, and no person appearing to contest the application of said petitioner,

IT IS ORDERED that letters of administration of the estate of said Jacob H. Wilson, also known as Jake Wilson, issue to the petitioner, Marvin M. Jones, upon his said petition, and filing a bond, according to law, in the sum of $1000.00.

Dated this 20 day of February, 1954.

JOHN F. RICE
Probate Judge

Feb. 20 54
John F. Rice

IN THE PROBATE COURT OF IDAHO COUNTY, IDAHO

In the Matter of the Estate of JACOB H. WILSON, also known as JAKE WILSON, Deceased.	)	3096 Feb. 20 54 John F. Rice

LETTERS OF ADMINISTRATION AND OATH

MARVIN M. JENSEN, is hereby appointed Administrator of the Estate of JACOB H. WILSON, also known as JAKE WILSON, deceased,

By Order of the Court

WITNESS My hand and seal of said Court affixed this 20 day of February, 1954.

(SEAL)

JOHN F. RICE
Probate Judge.

OATH

STATE OF IDAHO)
: ss.
County of IDAHO)

I do solemnly swear that I will faithfully perform, according to law, the duties of Administrator of the estate of JACOB H. WILSON, also known as JAKE WILSON, deceased.

MARVIN M. JENSEN

Subscribed and sworn to before me this 20 day of February, 1954.

(SEAL)

LESLIE T. McCARTHY
Notary Public in and for the State of Idaho
Residing at Lewiston thereof.

Feb. 20 54
John F. Rice

ME-803
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Idaho, described as follows: 1/ The Moneyed Group of 8 claims on the South side and joining the Salmon river, 1/2 mi each past end of County road 1/2 mi west of Long Tom creek, and across the river opposite the mouth of Chittum creek. Recorded in Grangeville Jan. 3, 1951 Book 75. Moneyed #1 on page 301, #2 page 302, #3 page 303 #4 page 297, No 5 page 296, No 6 page 298, No 7 page 299 No 8 page 300.

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/ Shirley H. Stockard, Alex Park, Jack Lawrence, and Morvin M. Jensen - Adm of the estate of Jake Wilson, Deceased.

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 production 3/ 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 2 day of March, 1954.

S. H. Stockard [Seal] Power of attorney for Lawrence & Parks, filed previous

Marvin M. Jensen [Seal] Adm. of the Estate of Jacob H. Wilson Deceased

_____ [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.

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

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

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

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

(a) One and one-half ($1\frac{1}{2}$) 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.

CERTIFIED COPY

IN THE PROBATE COURT OF IDAHO COUNTY, IDAHO

In the Matter of the Estate of JACOB H. WILSON, also known as JAKE WILSON, Deceased.	# 3056 Feb. 20 54 /S/ John F. Rice

ORDER APPOINTING ADMINISTRATOR

The petition of Marvin M. Jensen, praying for letters of administration on the estate of JACOB H. WILSON, also known as JAKE WILSON, deceased, coming on regularly to be heard, and due proof having been made to this court that due and legal notice of the hearing of said petition has been given by the clerk of this court, and it having been proved by the oath of Marvin M. Jensen that the said Jacob H. Wilson, also known as Jake Wilson, died on the 31st day of March, 1953, at Grangeville, County of Idaho, State of Idaho; that he was a resident of Idaho County, Idaho, at the time of his death, and that he has left estate in the County of Idaho, State of Idaho, and within the jurisdiction of this court; that the petitioner is legally competent, and no person appearing to contest the application of said petitioner,

IT IS ORDERED that letters of administration of the estate of said Jacob H. Wilson, also known as Jake Wilson, issue to the petitioner, Marvin M. Jensen, upon his taking the oath and filing a bond, according to law, in the sum of $1000.00.

Dated this 20 day of February, 1954.

JOHN F. RICE
Probate Judge.

STATE OF IDAHO
COUNTY OF IDAHO

CERTIFICATE

I, John F. Rice, Probate Judge and Ex-Officio Clerk of the Probate Court of Idaho County, do hereby certify that the [illegible] true and exact copy [illegible] of record in my office in [illegible], Idaho.

Witness my hand and the seal of said court, this 20 day of Feb. 1954

John F. Rice
Ex-Officio Clerk

CERTIFIED COPY

IN THE PROBATE COURT OF IDAHO COUNTY, IDAHO

In the Matter of the Estate of JACOB H. WILSON, also known as JAKE WILSON, Deceased.	)	3096 FILED Feb. 20 1954 John F. Rice

LETTERS OF ADMINISTRATION AND OATH

MARVIN M. JENSEN, is hereby appointed Administrator of the Estate of JACOB H. WILSON, also known as JAKE WILSON, deceased,

By Order of the Court

WITNESS My hand and seal of said Court affixed this 20 day of February, 1954.

(SEAL)

JOHN F. RICE
Probate Judge.

OATH

STATE OF IDAHO)
: ss.
County of I D A H O)

I do solemnly swear that I will faithfully perform, according to law, the duties of Administrator of the estate of JACOB H. WILSON, also known as JAKE WILSON, deceased.

MARVIN M. JENSEN

Subscribed and sworn to before me this 20 day of February, 1954.

(SEAL)

LESLIE T. McCARTHY
Notary Public in and for the State of Idaho
Residing at Lewiston therein.

Feb. 20 1954
John F. Rice
Ex-Officio Clerk

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Idaho described as follows: 1/ The Marygold Group of 8 claims on the South side of the Salmon river, 1/2 mi east of post end of County road 1/2 mi west of Long Tom creek, and across the river opposite the mouth of Chitum creek. Recorded in Grangeville Aug 3, 1951 Book #75 Marygold #1 on page 301, No 2 page 302, No 3 page 303 No 4 page 297, No 5 page 296, No 6 page 298 No 7 page 299 No 8 page 300.

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/ Sherley H. Stockard, Alex Park, Jack Lawrence, and Marvin M. Jensen - adm of the estate of Jake Wilson, Deceased.

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 production 3/ 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 7 day of March, 1954.

S. H. Stockard [Seal] Power of attorney for Lawrence & Parks, Filed previous.

Marvin M. Jensen [Seal] Adm. of the Estate of Jacob N. Wilson Deceased

_____ [Seal]

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

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

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

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

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

(a) One and one-half (1½) 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.

CERTIFIED COPY

IN THE PROBATE COURT OF IDAHO COUNTY, IDAHO

In the Matter of the Estate of JACOB H. WILSON, also known as JAKE WILSON, Deceased.	)	#3096 Feb. 20, 1954 John F. Rice Clerk

LETTERS OF ADMINISTRATION AND OATH

MARVIN M. JENSEN, is hereby appointed Administrator of the Estate of JACOB H. WILSON, also known as JAKE WILSON, deceased,

By Order of the Court

WITNESS My hand and seal of said Court affixed this 20 day of February, 1954.

(SEAL)

JOHN F. RICE
Probate Judge.

OATH

STATE OF IDAHO)
: ss.
County of I D A H O)

I do solemnly swear that I will faithfully perform, according to law, the duties of Administrator of the estate of JACOB H. WILSON, also known as JAKE WILSON, deceased.

MARVIN M. JENSEN

Subscribed and sworn to before me this 20 day of February, 1954.

(SEAL)

LESLIE T. McCARTHY
Notary Public in and for the State of Idaho
Residing at Lewiston therein.

STATE OF IDAHO
COUNTY OF IDAHO

Feb. 20 54
John F. Rice
Probate Clerk

CERTIFIED COPY

IN THE PROBATE COURT OF IDAHO COUNTY, IDAHO

In the Matter of the Estate of JACOB H. WILSON, also known as JAKE WILSON, Deceased.	)	3096 Feb. 20 '54 /S/ John F. Rice

ORDER APPOINTING ADMINISTRATOR

The petition of Marvin M. Jensen, praying for letters of administration on the estate of JACOB H. WILSON, also known as JAKE WILSON, deceased, coming on regularly to be heard, and due proof having been made to this court that due and legal notice of the hearing of said petition has been given by the clerk of this court, and it having been proved by the oath of Marvin M. Jensen that the said Jacob H. Wilson, also known as Jake Wilson, died on the 31st day of March, 1953, at Grangeville, County of Idaho, State of Idaho; that he was a resident of Idaho County, Idaho, at the time of his death, and that he has left estate in the County of Idaho, State of Idaho, and within the jurisdiction of this court; that the petitioner is legally competent, and no person appearing to contest the application of said petitioner,

IT IS ORDERED that letters of administration of the estate of said Jacob H. Wilson, also known as Jake Wilson, issue to the petitioner, Marvin M. Jensen, upon his taking the oath and filing a bond, according to law, in the sum of $1000.00.

Dated this 20 day of February, 1954.

JOHN F. RICE
Probate Judge.

STATE OF IDAHO
COUNTY OF IDAHO

I, John F. Rice, Ex-Officio Clerk of the Probate Court [illegible] record in my office [illegible]

Witness my hand and seal this 20 day of Feb. 1954

John F. Rice
Ex-Officio Clerk

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Idaho, described as follows:1/ The Marygold Group of 8 claims on the South side of joining the Salmon river, ½ mi east post end of county road ½ mi west of Long Tom creek and across the river opposite mouth of Chiturn Creek. Recorded in Grangeville Aug 3, 1951, Book no 75 Marygold #1 on page 301, no 2 page 302, no 3 page 303 no 4 page 297 no 5 page 296, no 6 page 298, no 7 page 299, no 8 page 300

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/ Sherley N. Stockard, Alex Park, Jack Lawrence, and Marvin M. Jensen - adm. of the estate of Jake Wilson, Deceased.

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 2 day of March, 1954.

S. N. Stockard [Seal] Power of attorney for Lawrence + Park, filed previous.

Marvin M. Jensen [Seal] adm. of the Estate of Jacob H. Wilson Deceased

_____ [Seal]

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

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

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

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

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

(a) One and one-half ($1\frac{1}{2}$) 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.

CERTIFIED COPY

IN THE PROBATE COURT OF IDAHO COUNTY, IDAHO

In the Matter of the Estate of JACOB H. WILSON, also known as JAKE WILSON, Deceased.	)	No. 3096 FILED Feb. 20, 1954 /S/ John F. Rice

LETTERS OF ADMINISTRATION AND OATH

MARVIN M. JENSEN, is hereby appointed Administrator of the Estate of JACOB H. WILSON, also known as JAKE WILSON, deceased,

By Order of the Court

WITNESS My hand and seal of said Court affixed this 20 day of February, 1954.

(SEAL)

JOHN F. RICE
Probate Judge.

OATH

STATE OF IDAHO)
: ss.
County of I D A H O)

I do solemnly swear that I will faithfully perform, according to law, the duties of Administrator of the estate of JACOB H. WILSON, also known as JAKE WILSON, deceased.

MARVIN M. JENSEN

Subscribed and sworn to before me this 20 day of February, 1954.

(SEAL)

LESLIE T. McCARTHY
Notary Public in and for the State of Idaho
Residing at Lewiston therein.

Witness my hand
Feb. 20 54
John F. Rice
Ex-Officio Clerk

CERTIFIED COPY

IN THE PROBATE COURT OF IDAHO COUNTY, IDAHO

In the Matter of the Estate of JACOB H. WILSON, also known as JAKE WILSON, Deceased.	)	#3096 Feb. 20 5+ John F. Rice

ORDER APPOINTING ADMINISTRATOR

The petition of Marvin M. Jensen, praying for letters of administration on the estate of JACOB H. WILSON, also known as JAKE WILSON, deceased, coming on regularly to be heard, and due proof having been made to this court that due and legal notice of the hearing of said petition has been given by the clerk of this court, and it having been proved by the oath of Marvin M. Jensen that the said Jacob H. Wilson, also known as Jake Wilson, died on the 31st day of March, 1953, at Grangeville, County of Idaho, State of Idaho; that he was a resident of Idaho County, Idaho, at the time of his death, and that he has left estate in the County of Idaho, State of Idaho, and within the jurisdiction of this court; that the petitioner is legally competent, and no person appearing to contest the application of said petitioner,

IT IS ORDERED that letters of administration of the estate of said Jacob H. Wilson, also known as Jake Wilson, issue to the petitioner, Marvin M. Jensen, upon his taking the oath and filing a bond, according to law, in the sum of $1000.00.

Dated this 20 day of February, 1954.

JOHN F. RICE
Probate Judge.

Feb. 20 5+
John F. Rice
Ex-Officio Clerk

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Idaho, described as follows:1/ The Marygold Group of 8 claims, on South side & joining the Salmon river, ½ mi east fort the end of county road, ½ mi west of Long Tom creek, and across the river oposite the mouth of Chittum creek. Recorded in Grangeville Aug 3, 1951, Book #75 Marygold No1 on page 301, No2 page 302, No3 page 303, No4 page 297 No5 page 296, No6 page 298, No7 page 299 No8 page 300.

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/ Sherley W. Stockard, Alex Pork, Jack Lawrence, and Marvin M. Jensen - adm of the estate of Jake Wilson, Deceased.
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 2 day of March, 195[illegible]

S. W. Stockard [Seal] Power of attorney for Lawrence & Pork Filed previous.

Marvin M. Jensen [Seal] Adm. of the Estate of Jacob H. Wilson Deceased

_____ [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.

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.

CERTIFIED COPY

IN THE PROBATE COURT OF IDAHO COUNTY, IDAHO

In the Matter of the Estate of JACOB H. WILSON, also known as JAKE WILSON, Deceased.	)

#3096

Feb. 20 54

John F. Rice

ORDER APPOINTING ADMINISTRATOR

The petition of Marvin M. Jensen, praying for letters of administration on the estate of JACOB H. WILSON, also known as JAKE WILSON, deceased, coming on regularly to be heard, and due proof having been made to this court that due and legal notice of the hearing of said petition has been given by the clerk of this court, and it having been proved by the oath of Marvin M. Jensen that the said Jacob H. Wilson, also known as Jake Wilson, died on the 31st day of March, 1953, at Grangeville, County of Idaho, State of Idaho; that he was a resident of Idaho County, Idaho, at the time of his death, and that he has left estate in the County of Idaho, State of Idaho, and within the jurisdiction of this court; that the petitioner is legally competent, and no person appearing to contest the application of said petitioner,

IT IS ORDERED that letters of administration of the estate of said Jacob H. Wilson, also known as Jake Wilson, issue to the petitioner, Marvin M. Jensen, upon his taking the oath and filing a bond, according to law, in the sum of $1000.00.

Dated this 20 day of February, 1954.

JOHN F. RICE
Probate Judge.

Feb. 20 54
John F. Rice

CERTIFIED COPY

IN THE PROBATE COURT OF IDAHO COUNTY, IDAHO

In the Matter of the Estate of JACOB H. WILSON, also known as JAKE WILSON, Deceased.	)	~~#~~ 3056 Feb. 20 54 /s/ John F. Rice

LETTERS OF ADMINISTRATION AND OATH

MARVIN M. JENSEN, is hereby appointed Administrator of the Estate of JACOB H. WILSON, also known as JAKE WILSON, deceased,

By Order of the Court

WITNESS My hand and seal of said Court affixed this 20 day of February, 1954.

(SEAL)

JOHN F. RICE
Probate Judge.

OATH

STATE OF IDAHO)
: ss.
County of I D A H O)

I do solemnly swear that I will faithfully perform, according to law, the duties of Administrator of the estate of JACOB H. WILSON, also known as JAKE WILSON, deceased.

MARVIN M. JENSEN

Subscribed and sworn to before me this 20 day of February, 1954.

(SEAL)

LESLIE T. McCARTHY
Notary Public in and for the State of Idaho
Residing at Lewiston therein.

Feb. 20 54
John F. Rice
Probate Clerk

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Idaho, described as follows:1/ The Marygold Group of 8 claims on the South side of Salmon River, 1/2 mi east of the end of the County road 1/2 mi west of Long Tom Creek. and across the river opposite the mouth of Chinese creek. Recorded in Grangeville Aug 3, 1951, Book 75 Marygold #1 on page 301, #2 page 302, #3 page 303, #4 page 297, #5 page 296, #6 page 298, #7 page 299, #8 page 300,

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/ Shirley H. Stockard, Alex Park, Jack Lawrence, and Marvin M. Jensen. Adm. of the estate of Jake Wilson, Deceased.

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 2 day of March, 1954.

S. H. Stockard [Seal] Power of attorney for Lawrence & Parks. Filed previous.

Marvin M. Jensen [Seal] Adm of the Estate of Jacob H Wilson Deceased.

_____ [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.

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.

CERTIFIED COPY

IN THE PROBATE COURT OF IDAHO COUNTY, IDAHO

In the Matter of the Estate of JACOB H. WILSON, also known as JAKE WILSON, Deceased.	)	#3096 Feb. 20 54 (S) John F. Rice

ORDER APPOINTING ADMINISTRATOR

The petition of Marvin M. Jensen, praying for letters of administration on the estate of JACOB H. WILSON, also known as JAKE WILSON, deceased, coming on regularly to be heard, and due proof having been made to this court that due and legal notice of the hearing of said petition has been given by the clerk of this court, and it having been proved by the oath of Marvin M. Jensen that the said Jacob H. Wilson, also known as Jake Wilson, died on the 31st day of March, 1953, at Grangeville, County of Idaho, State of Idaho; that he was a resident of Idaho County, Idaho, at the time of his death, and that he has left estate in the County of Idaho, State of Idaho, and within the jurisdiction of this court; that the petitioner is legally competent, and no person appearing to contest the application of said petitioner,

IT IS ORDERED that letters of administration of the estate of said Jacob H. Wilson, also known as Jake Wilson, issue to the petitioner, Marvin M. Jensen, upon his taking the oath and filing a bond, according to law, in the sum of $1000.00.

Dated this 20 day of February, 1954.

JOHN F. RICE
Probate Judge.

STATE OF IDAHO
COUNTY OF IDAHO
I, John F. Rice, Clerk of the Probate Court in and for said County and State aforesaid, do hereby certify that the foregoing is a true and correct record of the original on file in my office.
Witness my hand and seal this 20 day of Feb 54.
John F. Rice
Ex-Officio Clerk

CERTIFIED COPY

IN THE PROBATE COURT OF IDAHO COUNTY, IDAHO

In the Matter of the Estate of JACOB H. WILSON, also known as JAKE WILSON, Deceased.	3096 Feb. 20 54 /s/ John F. Rice

LETTERS OF ADMINISTRATION AND OATH

MARVIN M. JENSEN, is hereby appointed Administrator of the Estate of JACOB H. WILSON, also known as JAKE WILSON, deceased,

By Order of the Court

WITNESS My hand and seal of said Court affixed this 20 day of February, 1954.

(SEAL)

JOHN F. RICE
Probate Judge.

OATH

STATE OF IDAHO)
: ss.
County of I D A H O)

I do solemnly swear that I will faithfully perform, according to law, the duties of Administrator of the estate of JACOB H. WILSON, also known as JAKE WILSON, deceased.

MARVIN M. JENSEN

Subscribed and sworn to before me this 20 day of February, 1954.

(SEAL)

LESLIE T. McCARTHY
Notary Public in and for the State of Idaho
Residing at Lewiston therein.

STATE OF IDAHO
COUNTY OF IDAHO
I, John F. Rice, Clerk of the District Court of the County and State aforesaid, do hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Witness my hand and seal this 20 day of Feb. 54
John F. Rice
Ex-Officio Clerk

FILE COPY
SURNAME:

Rushin

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

March 15, 1954

Memorandum

To: The Administrator
Through: Mr. W. S. Martin

From: Chief Counsel

Subject: Docket No. DMEA-3210 (Tungsten), S. H. Stockard, et al., Marygold Group, Idaho County, Idaho

In a memorandum to you dated December 23, 1953, we stated that the subject application indicated it had been filed in behalf of a partnership consisting of four partners, one of whom is deceased. Your letter dated November 20, 1953, to the applicant inquiring as to the nature of the legal entity making the application did not result in a clarification of the question. Therefore, in a letter dated January 6 to the Executive Officer, Region II, the Operating Committee stated that "it is necessary that the applicant should have the entire interest in the minerals in the land or the right to represent the entire interest," and that evidence of the latter interest would be satisfied by an Owner's Consent to Lien from a proper representative of the estate of the deceased partner. In a letter dated January 28, the Executive Officer informed the applicant of our requirement and instructed the applicant as to the manner of executing the required Owner's Consent to Lien.

With a memorandum dated March 4 from the Executive Officer to the Operating Committee, there were attached certified copies of a court order appointing an administrator for the estate of the deceased partner, and an Owner's Consent to Lien executed by and in behalf of the three surviving partners and by the administrator for the estate of the deceased partner. As it now appears from the recital in the Owner's Consent to Lien that the administrator of the estate proposes to obligate the estate to a new venture of the partnership, we are faced with another legal question, whether the administrator may do so. The order of the court appointing the administrator does not automatically authorize such action.

If this application is approved for a small contract, say not in excess of $5,000, we would not require further legal evidence of the administrator's authority to enter into the contract. However, if it is to be a larger project, this office will require the Operator to provide us with a copy of a court order (or other evidence) authorizing the administrator of the estate of the deceased partner to commit the estate to obligations under an exploration contract.

J. L. Hofflund

J. L. Hofflund
Chief Counsel

HCRubin:JLH:ep

Copy to: Docket
Mr. Martin
Mr. Hofflund
Mr. Rubin
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
So. 157 Howard Street
Spokane 4, Washington

Docket
DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB - 1 1954

January 28, 1954

WSM
H2B

Mr. S. E. Stockard
Box 313
Stanfield, Oregon

Re: Docket No. DMEA-3210 (tungsten)
Marygold Group
Idaho County, Idaho

Dear Mr. Stockard:

Reference is made to your letter of November 23, 1953, in which you state that the original partnership holding the property is still in force. We have forwarded copies of your letter to the Washington office of DMEA for their consideration.

The Washington office advises us that there is nothing in the docket to indicate that the surviving three partners have the right to represent the interests of the deceased partner in an entirely new venture such as an exploration contract. Furthermore, they advise that for the purposes of the proposed exploration project contract it will be necessary for you, as the applicant, to either have the entire interest in the minerals in the land or else the right to represent the entire interest. The only way to enter into the proposed exploration contract apparently would be for the three remaining partners to either acquire the interest of the deceased or else to procure from the decedent's estate an Owner's Consent to Lien.

Of the two aforementioned courses of action, it would seem the more convenient to obtain an Owner's Consent to Lien. We are therefore enclosing six copies of such an agreement for your perusal. If you should decide to have such an agreement signed, please describe the ground covered in the partnership in paragraph 1, list the partners involved in paragraph 2, and obtain the signatures or signature of an agent authorized to sign for the deceased--such signature to be placed in the lowermost section of paragraph 4. If you will return the signed Owner's Consent to Lien agreement to this office, we will in turn forward them to Washington.

We would appreciate your advising us when your property is accessible for examination. Upon the receipt of such information, we shall immediately schedule an examination and hope that you or your partners may be available to accompany us during the examination.

Sincerely yours,

Thor E. Kilagaard
For: A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region II

Enclosure

cc: DMEA (2)
USBM (2)
Nickelson

FILE COPY
SURNAME:

140

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

Rewritten by

Martin
Rubin
Hofflund
Martin
Selfridge
Mathewson
Tungsten

JAN - 6 1954

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

Re: Docket No. DMEA-3210 - Tungsten
S. H. Stockard, et al.
Marygold Group
Idaho County, Idaho

Dear Mr. Weissenborn:

Reference is made to our letter of November 20, 1953, advising you that the subject application would be held in abeyance until the scheduled report by the Field Team was received, and to the copy sent you of the Administrator's letter of the same date to the above-captioned operator. Reference is also made to the copy you sent us of Mr. Shirley H. Stockard's letter of November 23, 1953, advising you that the deceased partner's estate has not yet been probated.

There is nothing in this docket to indicate that the surviving three partners have any right to represent the interests of the deceased partner in an entirely new venture under an exploration contract. For the purposes of this exploration project contract, it is necessary that the applicant should have the entire interest in the minerals in the land or the right to represent the entire interest. The only apparent way to enter into this contract would be for the three remaining partners to acquire the interest of the deceased, or to procure from the decedent's estate an Owner's Consent to Lien.

Please advise Mr. Stockard accordingly.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

Approved:

J. H. Hedges (JHH)
Member, Bureau of Mines

D. M. Larrabee (DMB)
Member, Geological Survey

WSMartin/JLHofflund/ema 12/30/53
cc: Adm. R. File
Docket
W. S. Martin
J. L. Hofflund
Chron.
Pending
Op. Comm.
Mr. Thayer
Mr. Hedges

HHH 1-6-54

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

December 23, 1953

Memorandum

To: The Administrator
Through: W. S. Martin

From: Chief Counsel

Subject: S. H. Stockard, et al., Docket No. DMEA-3210
Marygold Group, Idaho County, Idaho (tungsten)

The subject docket indicates that this application is in behalf of a partnership consisting of four partners, one of whom is deceased. By letter of the Administrator to the applicant dated November 20, inquiry was made with respect to the nature of the legal entity that is making the application, and its right to represent all of the interests in the land. The applicant's response, dated November 23, does not clarify the matter. It merely states the well-known fact that the heirs of the deceased partner will receive his interest in the partnership, but does not indicate that the remaining three partners have any right to represent the interest of the decedent in an entirely new venture under an exploration project contract.

For the purposes of an exploration project contract, it is necessary that the applicant should have the entire interest in the land or the right to represent the entire interest. The only apparent way to enter into this contract would be for the three remaining partners to acquire the interest of the deceased, or to procure from the decedent's estate an Owner's Consent to Lien.

J. L. Hofflund
J. L. Hofflund
Chief Counsel

Copy retained

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

December 23, 1953

Memorandum

To: The Administrator
Through: W. S. Martin

From: Chief Counsel

Subject: S. H. Stockard, et al., Docket No. DMEA-3210
Marygold Group, Idaho County, Idaho (tungsten)

The subject docket indicates that this application is in behalf of a partnership consisting of four partners, one of whom is deceased. By letter of the Administrator to the applicant dated November 20, inquiry was made with respect to the nature of the legal entity that is making the application, and its right to represent all of the interests in the land. The applicant's response, dated November 23, does not clarify the matter. It merely states the well-known fact that the heirs of the deceased partner will receive his interest in the partnership, but does not indicate that the remaining three partners have any right to represent the interest of the decedent in an entirely new venture under an exploration project contract.

For the purposes of an exploration project contract, it is necessary that the applicant should have the entire interest in the land or the right to represent the entire interest. The only apparent way to enter into this contract would be for the three remaining partners to acquire the interest of the deceased, or to procure from the decedent's estate an Owner's Consent to Lien.

J. L. Hofflund
end

J. L. Hofflund
Chief Counsel

Copy retained

Stanfield, Oregon
November 23, 1953

U. S. Dept. of Interior
DMEA Executive Officer
Spokane, Wash.

Re: Docket No. 3210 (tungsten)
Marygold Group
Idaho County, Ida.

WSM

Dear Sir:

In reference to letter of Nov. 20th. The original partnership is still in force. Our attorney says, under Idaho mining laws on partnership. If a partner dies his heirs receive his share of the property but have no voice in the partnership operation.

The deceased partners estate has not been probated as yet.

The claims are recorded under the name "Marygold" which is the correct spelling.

I hope this answers the questions satisfactorily.

Sincerely yours,

Shirley H. Stockard

C O P Y

Copy retained 4.04

U. S. GEOLOGICAL SURVEY
REFERENCE SLIP

Date 12/7/53

Referred to:

Operating Committee, DMEA
Washington, D. C.

For:

	Field Examination
	Approval & Signature
	Comment
	Initials
	Mailing
	Recommendation
	Reply
	Rewriting
	Signature
	Suggestions
x	Your Information
x	Your Files
	Return for Filing
	Distribution

REMARKS:

In copies of the letter/attached received from Mr. Stockard of November 23, he answers questions asked of him in a Washington letter of November 20 to him.

DMEA, Region II
Name of Sender

EmR.

140

FILE COPY
SURNAME:

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

Rubin

December 23, 1953

Memorandum

To: The Administrator

Through: W. S. Martin

From: Chief Counsel

Subject: S. H. Stockard, et al., Docket No. DMEA-3210
Marygold Group, Idaho County, Idaho (tungsten)

The subject docket indicates that this application is in behalf of a partnership consisting of four partners, one of whom is deceased. By letter of the Administrator to the applicant dated November 20, inquiry was made with respect to the nature of the legal entity that is making the application, and its right to represent all of the interests in the land. The applicant's response, dated November 23, does not clarify the matter. It merely states the well-known fact that the heirs of the deceased partner will receive his interest in the partnership, but does not indicate that the remaining three partners have any right to represent the interest of the decedent in an entirely new venture under an exploration project contract.

For the purposes of an exploration project contract, it is necessary that the applicant should have the entire interest in the land or the right to represent the entire interest. The only apparent way to enter into this contract would be for the three remaining partners to acquire the interest of the deceased, or to procure from the decedent's estate an Owner's Consent to Lien.

J. L. Hofflund
emd

J. L. Hofflund
Chief Counsel

HCRubin/JLHofflund/emd

Copy to: Docket
W.S.Martin
H.C.Rubin
J.L.Hofflund
chron.

FILE COPY
SURNAME:
400

Rutledge
Martin
Selfridge
Robinson

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

NOV 20 1953

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

Re: Docket No. DMEA 3210 - Tungsten
S. H. Stockard et al.
Marigold Group
Idaho County, Idaho

Dear Mr. Weissenborn:

Reference is made to the subject docket and your letter of November 10, 1953, which states that a field examination of the property has been scheduled.

We will, therefore, hold this application in abeyance until the report and recommendations by the Field Team are received.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (GCS)

APPROVED:

J. H. Hedges (JHH)
Member, Bureau of Mines

T. P. Thayer (TPT)
Member, Geological Survey

FARutledge:foc
11-17-53
cc: Docket
Code 400
FT. Reg. 2
Admr. Reading File
Operating Comm.
R. W. Geehan, USBM
T. P. Thayer, USGS

R.C.S.
11-23-53

140

FILE COPY
SURNAME:

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

NOV 20 1953

Rubin
Arkan
Rutledge
Martin
Hedges
Hofflund
Jones

Mr. Shirley H. Stockard, Partner
S. H. Stockard et al.
Box 313
Stanfield, Oregon

Re: Docket No. DMEA-3210 (Tungsten)
Marigold Group
Idaho County, Idaho

Dear Mr. Stockard:

Reference is made to the application for exploration assistance, identified above, which has been reviewed by the Iron and Ferro Alloys Division of the Defense Minerals Exploration Administration and referred to Mr. A. E. Weissenborn, Executive Officer, DMEA Field Team, Region II, South 157 Howard Street, Spokane 4, Washington, for a field examination of the property.

In reviewing the application it was noted that it is in the names of four partners, one of whom was deceased at the time the application was filed. Please inform us whether the original partnership has been dissolved. If this is the case, what arrangements have been made to acquire the interest in the mining claims held by the estate of the deceased partner? If the original partnership has not been dissolved, under what legal arrangement is it still operative?

The application identifies the names of the claims as "Marygold," while the Powers of Attorney recite "Marigold." Please inform us which is correct.

The Regional Office will contact you at an early date with regard to an examination of your property. Any assistance that you can render the members of the Field Team during the examination will be appreciated.

Sincerely yours,

C. O. Mittendorf

Administrator

HCRubin/ema 11-17-53
Copy to: Docket
Adm. R. File
C. O. Mittendorf
Op. Comm.
Field Team - Reg. II(2)
W. S. Martin
H. C. Rubin
J. L. Hofflund
Chron.
Pending

R.C.S. 11-23-53

S. H. Stockard, et,al.
Box 313
Stanfield, Oregon

November 13, 1953

Subject: DMEA-3210
Re: Exploration Assistance

Dear Mr. Stockard:

The receipt of your application dated (undated) for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3210 and referred to the Iron & Ferro-Alloys Division.

Kindly refer to DMEA-3210 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Operations Control
and Statistics Division

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

November 13, 1953

Memorandum

To: Executive Officer, DMEA Field Team, Region II

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number DMEA-3210

There is listed below the assigned docket number to an application recently received from Region II.

DMEA
-3210 S. H. Stockard

Robert E. Adams
Chief, Operation's Control
and Statistics Division

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 13 1953

November 10, 1953

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

Dear Mr. Selfridge:

Enclosed are three copies of an application submitted by Mr. S. H. Stockard, Box 313, Stanfield, Oregon. The application concerns a tungsten property located along the Salmon River, about 30 miles east of Riggins, Idaho. The application is not as complete as it might be; however, it is assumed that Mr. Stockard has submitted it in good faith and we are therefore scheduling an examination to be made in the near future, at which time our examiners will obtain or will instruct Mr. Stockard as to the submittal of desired information.

A field report will be submitted as soon as it has been completed.

Sincerely yours,

Thor H. Kiilsgaard

Thor H. Kiilsgaard
Acting Member
DMEA Field Team, Region II

Enclosure

cc: USBM (2)

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

[illegible] 25, Howard Street
[illegible] 4, [illegible]

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
[illegible] 13 1952

[illegible] 10, 1952

Mr. George C. [illegible], Chairman
Operating Committee, DMA
Department of the Interior
Washington 25, D. C.

Dear Mr. [illegible]:

Enclosed are three copies of an application submitted by Mr. [illegible], Box 152, Fairfield, Oregon. The application concerns a tungsten property located along the Salmon River, about 10 miles east of Challis, Idaho. The application is not as detailed as it might be, however, it is assumed that Mr. [illegible] has advised us as soon possible we are therefore considering an examination to be made in the near future, at which time our engineers will circulate or will instruct Mr. [illegible] as to the submittal of detailed information.

A check [illegible] will be submitted as soon as it has been completed.

Sincerely yours,

Thor H. [illegible]
Acting Director
[illegible] Field Team, Region II

Enclosure

cc: [illegible] (2)

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Form Approved.
Budget Bureau No. 42-R1035.2.

RECEIVED
DEPARTMENT OF THE INT
Defense Minerals Admin.
RECEIVED

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. DMEA-3210
Metal or Mineral
Date Received 11-13-53
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: S. H. Stockard, STANFIELD, ORE. BOX 313 A partnersnip. The other partners are . Jack Lawrence, Lewiston, IDaho. Alex Park, Riggins, Idaho. Jakob Wilson, deceased.

(*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 This land consists of 8 unpatented claims known as the Marygold claims. Located in Idaho county Ida. recorded at Grangeville Idaho. courthouse. All claimes are recorded in book 75 Marygold no. 1 on page 301, No. 2 page 302, No. 3 page 303, No. 4 page 297, No. 5 page 296 No. 6 page 298, No. 7 page 299, No. 8 page 300

(*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 I own one fourth interst as a partner.

(*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 None.

(*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.

5. *The exploration project.*—State the mineral or minerals for which you wish to explore Tungsten, Scheelite ore.

(*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 30 days and be completed within 4 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 yard 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 _____, 195__

_____
(Applicant)

By _____

_____

_____

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

S. H. Stockard , Stanfield, Oregon. Box 513

Nov 13 1953

4. There is no old mine workings on the property. We started a tunnel on claim Marygold No. 1 two years ago and are now in about fifty feet. W are following a mineralized vein laying between schist formations. I have done most of the work myself.

The property can be seen any time of the year. It is on the main Salmon river, up river from Riggins Ida. about 30 miles to the end of the road. Then take the forest service trail along the river for one half mile to our tunnel right on the trail.

(b) None.

(c) Our mineralized vein is of the amphibole formation in which Tremolite predominates. The vein is about six ft. thick at the surface. At near 20 foot in the formation fell over and pinched the vein to a few inches. At about 40 feet it started opening up again, and now at 50 feet the vein is from 6 to 8 feet in width.

At the surface the ore assayed from .4 to .5 percent. Now at 50 feet the last went .75 to 1 percent. Tungsten oxide. With the vein opening up and the increase in values wec think the property warrents further prospecting.

W. have had no geologic or engineering report on our property But will give some of the formations and how they lay.

The property is on the South side of the river, about one half mi. east of the end of the road and about one halfe mi. west of the mouth of Long Tom creek. The mt. slopes to the river at about 30 or 35 percent grade. All formations have a strike of south easterly to a north westerly direction. And at the mine a dip of about 18 to 20 degrees. To the West of us about 200 yarasis a large Lime dyke. In between the Lime dyke and us are srveral layers of Schists and some Quartsite. Our veim lies in the schists and can be traced for a half a mile up the mountain.

(d) The roads are good to one half mi. of the mine. And are open all winter. And with about ten days work on the trail with our trail cat it could be widened so the cat could be used to transport suplies to the mine.

(e) If we start to wokr I have two experienced miners that will work with me. As to equipment I have a small trail tractor and trailor for keeping the trail up and transporting supplies. A compressor capable of 120 lbs. Will buy a new hammer and steel as the old one is to small. One ore car and 200 feet rails. And all hand tools necessary.

5 (b) Plan to extend the present tunnel 250 feet , following the mineralized vein. And if the prospects look good continue development.

(c) Will start work with in 30 days and complete work with in 4 mo. (d) I have had 6 years experience working in hard rock.

6. I would like to contract to make 250 foot of tunnel at $30.00 per foot and I will furnish every thing, and do the trai l work and build the shelter for equipment at the mine. The 50 footalready completed cost us $29.65 perc foot.

I hpe this meets your approval. I can be reached by mail at Stanfield, Ore. Box 513. Phone Stanfield 212

S. H. Stockard

RECEIVED
13 1953

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, JACK LAWRENCE, of Lewiston, County of Nez Perce, State of Idaho, for and in consideration of the confidence I have and repose in SHIRLEY STOCKARD, presently of Stanfield, Oregon, and of One Dollar ($1.00) to me in hand paid by Shirley Stockard, do hereby constitute and appoint him my true and lawful agent and attorney-in-fact, for me and in my name, place and stead, to act for and represent me in all and any transactions connected with the partnership business in connection with the development, exploration and mining of the Marigold Group, consisting of eight (8) claims, situate in the County of Idaho, State of Idaho, near the vicinity of Riggins thereat, and to specifically empower my said agent and attorney-in-fact to make any agreements he may deem best and proper, and to execute any and all deeds, notes, mortgages, releases of liens, sign and deliver any and all necessary instruments of writing required in the transaction of said partnership business, specifically any and all acts above referred to, or any others necessary in negotiating a loan for the further development and exploration of said property, by and with any party, agency, or corporation whomsoever or whosoever it may be, and I hereby ratify and confirm any and all acts or things to be done by my said agent and attorney-in-fact in the negotiation and acquiring of said loan, and in the premises, and hereby granting unto my agent and attorney-in-fact full authority to do and perform any and all acts or things which I could do or perform if present and acting in person; it being contemplated that in the conduct of said partnership business, many transactions will take place in the States of Washington or Oregon, and as I shall remain in Nez Perce County, Idaho, in order to facilitate the business, I deem it necessary to execute this power of attorney.

Witness my hand this 30 day of September, 1953.

Jack J. Lawrence

LESLIE T. McCARTHY
ATTORNEY AT LAW
CARSSOW BLDG.
LEWISTON, IDAHO

STATE OF IDAHO)
: ss.
County of Nez Perce)

On this 20 day of September, 1953, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared JACK LAWRENCE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Alice Gans
Notary Public in and for the State of Idaho
Residing at Lewiston therein.

LESLIE T. McCARTHY
ATTORNEY AT LAW
CARSSOW BLDG.
LEWISTON, IDAHO

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, ALEX PARK, of Riggins, County of Idaho, State of Idaho, for and in consideration of the confidence I have and repose in SHIRLEY STOCKARD, presently of Stanfield, Oregon, and of One Dollar ($1.00) to me in hand paid by Shirley Stockard, do hereby constitute and appoint him my true and lawful agent and attorney-in-fact, for me and in my name, place and stead, to act for and represent me in all and any transactions connected with the partnership business in connection with the development, exploration and mining of the Marigold Group, consisting of eight (8) claims, situate in the County of Idaho, State of Idaho, near the vicinity of Riggins thereat, and to specifically empower my said agent and attorney-in-fact to make any agreements he may deem best and proper, and to execute any and all deeds, notes, mortgages, releases of liens, sign and deliver any and all necessary instruments of writing required in the transaction of said partnership business, specifically any and all acts above referred to, or any others necessary in negotiating a loan for the further development and exploration of said property, by and with any party, agency, or corporation, whomsoever or whosoever it may be, and I hereby ratify and confirm any and all acts or things to be done by my said agent and attorney-in-fact in the negotiation and acquiring of said loan, and in the premises, and hereby granting unto my agent and attorney-in-fact full authority to do and perform any and all acts or things which I could do or perform if present and acting in person; it being contemplated that in the conduct of said partnership business, many transactions will take place in the States of Washington or Oregon, and as I shall remain in Nez Perce County, Idaho, in order to facilitate the business, I deem it necessary to execute this power of attorney.

Witness my hand this 21 day of September, 1953.

Alex Park,

LESLIE T. McCARTHY
ATTORNEY AT LAW
CARSSOW BLDG.
LEWISTON, IDAHO

STATE OF IDAHO)
: ss.
County of I D A H O)

On this 21 day of September, 1953, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared ALEX PARK, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Walter Schleicher
Notary Public in and for the State of Idaho
Residing at Riggins therein.

LESLIE T. McCARTHY
ATTORNEY AT LAW
CARSSOW BLDG.
LEWISTON, IDAHO

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, JACK LAWRENCE, of Lewiston, County of Nez Perce, State of Idaho, for and in consideration of the confidence I have and repose in SHIRLEY STOCKARD, presently of Stanfield, Oregon, and of One Dollar ($1.00) to me in hand paid by Shirley Stockard, do hereby constitute and appoint him my true and lawful agent and attorney-in-fact, for me and in my name, place and stead, to act for and represent me in all and any transactions connected with the partnership business in connection with the development, exploration and mining of the Marigold Group, consisting of eight (8) claims, situate in the County of Idaho, State of Idaho, near the vicinity of Riggins thereat, and to specifically empower my said agent and attorney-in-fact to make any agreements he may deem best and proper, and to execute any and all deeds, notes, mortgages, releases of liens, sign and deliver any and all necessary instruments of writing required in the transaction of said partnership business, specifically any and all acts above referred to, or any others necessary in negotiating a loan for the further development and exploration of said property, by and with any party, agency, or corporation whomsoever or whosoever it may be, and I hereby ratify and confirm any and all acts or things to be done by my said agent and attorney-in-fact in the negotiation and acquiring of said loan, and in the premises, and hereby granting unto my agent and attorney-in-fact full authority to do and perform any and all acts or things which I could do or perform if present and acting in person; it being contemplated that in the conduct of said partnership business, many transactions will take place in the States of Washington or Oregon, and as I shall remain in Nez Perce County, Idaho, in order to facilitate the business, I deem it necessary to execute this power of attorney.

Witness my hand this 30 day of September, 1953.

Jack J. Lawrence

LESLIE T. McCARTHY
ATTORNEY AT LAW
CARSSOW BLDG.
LEWISTON, IDAHO

STATE OF IDAHO)
: ss.
County of Nez Perce)

On this 30 day of September, 1953, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared JACK LAWRENCE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Olive Gunn
Notary Public in and for the State of Idaho
Residing at Lewiston therein.

LESLIE T. McCARTHY
ATTORNEY AT LAW
CARSSOW BLDG.
LEWISTON, IDAHO

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, ALEX PARK, of Riggins, County of Idaho, State of Idaho, for and in consideration of the confidence I have and repose in SHIRLEY STOCKARD, presently of Stanfield, Oregon, and of One Dollar ($1.00) to me in hand paid by Shirley Stockard, do hereby constitute and appoint him my true and lawful agent and attorney-in-fact, for me and in my name, place and stead, to act for and represent me in all and any transactions connected with the partnership business in connection with the development, exploration and mining of the Marigold Group, consisting of eight (8) claims, situate in the County of Idaho, State of Idaho, near the vicinity of Riggins thereat, and to specifically empower my said agent and attorney-in-fact to make any agreements he may deem best and proper, and to execute any and all deeds, notes, mortgages, releases of liens, sign and deliver any and all necessary instruments of writing required in the transaction of said partnership business, specifically any and all acts above referred to, or any others necessary in negotiating a loan for the further development and exploration of said property, by and with any party, agency, or corporation, whomsoever or whosoever it may be, and I hereby ratify and confirm any and all acts or things to be done by my said agent and attorney-in-fact in the negotiation and acquiring of said loan, and in the premises, and hereby granting unto my agent and attorney-in-fact full authority to do and perform any and all acts or things which I could do or perform if present and acting in person; it being contemplated that in the conduct of said partnership business, many transactions will take place in the States of Washington or Oregon, and as I shall remain in Nez Perce County, Idaho, in order to facilitate the business, I deem it necessary to execute this power of attorney.

Witness my hand this 21 day of September, 1953.

Alex Park.

LESLIE T. McCARTHY
ATTORNEY AT LAW
CARSSOW BLDG.
LEWISTON, IDAHO

STATE OF IDAHO)
: ss.
County of I D A H O)

On this 21 day of September, 1953, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared ALEX PARK, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Walt Sahlicher
Notary Public in and for the State of Idaho
Residing at Riggins therein.

LESLIE T. McCARTHY
ATTORNEY AT LAW
CARSSOW BLDG.
LEWISTON, IDAHO

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, JACK LAWRENCE, of Lewiston, County of Nez Perce, State of Idaho, for and in consideration of the confidence I have and repose in SHIRLEY STOCKARD, presently of Stanfield, Oregon, and of One Dollar ($1.00) to me in hand paid by Shirley Stockard, do hereby constitute and appoint him my true and lawful agent and attorney-in-fact, for me and in my name, place and stead, to act for and represent me in all and any transactions connected with the partnership business in connection with the development, exploration and mining of the Marigold Group, consisting of eight (8) claims, situate in the County of Idaho, State of Idaho, near the vicinity of Riggins thereat, and to specifically empower my said agent and attorney-in-fact to make any agreements he may deem best and proper, and to execute any and all deeds, notes, mortgages, releases of liens, sign and deliver any and all necessary instruments of writing required in the transaction of said partnership business, specifically any and all acts above referred to, or any others necessary in negotiating a loan for the further development and exploration of said property, by and with any party, agency, or corporation whomsoever or whosoever it may be, and I hereby ratify and confirm any and all acts or things to be done by my said agent and attorney-in-fact in the negotiation and acquiring of said loan, and in the premises, and hereby granting unto my agent and attorney-in-fact full authority to do and perform any and all acts or things which I could do or perform if present and acting in person; it being contemplated that in the conduct of said partnership business, many transactions will take place in the States of Washington or Oregon, and as I shall remain in Nez Perce County, Idaho, in order to facilitate the business, I deem it necessary to execute this power of attorney.

Witness my hand this 30 day of September, 1953.

Jack J Lawrence

LESLIE T. McCARTHY
ATTORNEY AT LAW
CARSSOW BLDG.
LEWISTON, IDAHO

STATE OF IDAHO)
: ss.
County of Nez Perce)

On this 30 day of September, 1953, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared JACK LAWRENCE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Olive Gann
Notary Public in and for the State of Idaho
Residing at Lewiston therein.

LESLIE T. McCARTHY
ATTORNEY AT LAW
CARSSOW BLDG.
LEWISTON, IDAHO

DEPARTMENT OF THE INTERIOR
Lewiston Indian Agency
RECEIVED
SEP 13 1953

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, ALEX PARK, of Riggins, County of Idaho, State of Idaho, for and in consideration of the confidence I have and repose in SHIRLEY STOCKARD, presently of Stanfield, Oregon, and of One Dollar ($1.00) to me in hand paid by Shirley Stockard, do hereby constitute and appoint him my true and lawful agent and attorney-in-fact, for me and in my name, place and stead, to act for and represent me in all and any transactions connected with the partnership business in connection with the development, exploration and mining of the Marigold Group, consisting of eight (8) claims, situate in the County of Idaho, State of Idaho, near the vicinity of Riggins thereat, and to specifically empower my said agent and attorney-in-fact to make any agreements he may deem best and proper, and to execute any and all deeds, notes, mortgages, releases of liens, sign and deliver any and all necessary instruments of writing required in the transaction of said partnership business, specifically any and all acts above referred to, or any others necessary in negotiating a loan for the further development and exploration of said property, by and with any party, agency, or corporation, whomsoever or whosoever it may be, and I hereby ratify and confirm any and all acts or things to be done by my said agent and attorney-in-fact in the negotiation and acquiring of said loan, and in the premises, and hereby granting unto my agent and attorney-in-fact full authority to do and perform any and all acts or things which I could do or perform if present and acting in person; it being contemplated that in the conduct of said partnership business, many transactions will take place in the States of Washington or Oregon, and as I shall remain in Nez Perce County, Idaho, in order to facilitate the business, I deem it necessary to execute this power of attorney.

Witness my hand this 21 day of September, 1953.

Alex Park,

LESLIE T. McCARTHY
ATTORNEY AT LAW
CARSSOW BLDG.
LEWISTON, IDAHO

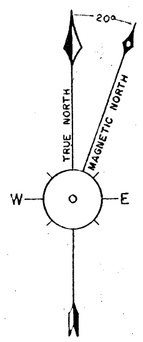
STATE OF IDAHO)
: ss.
County of I D A H O)

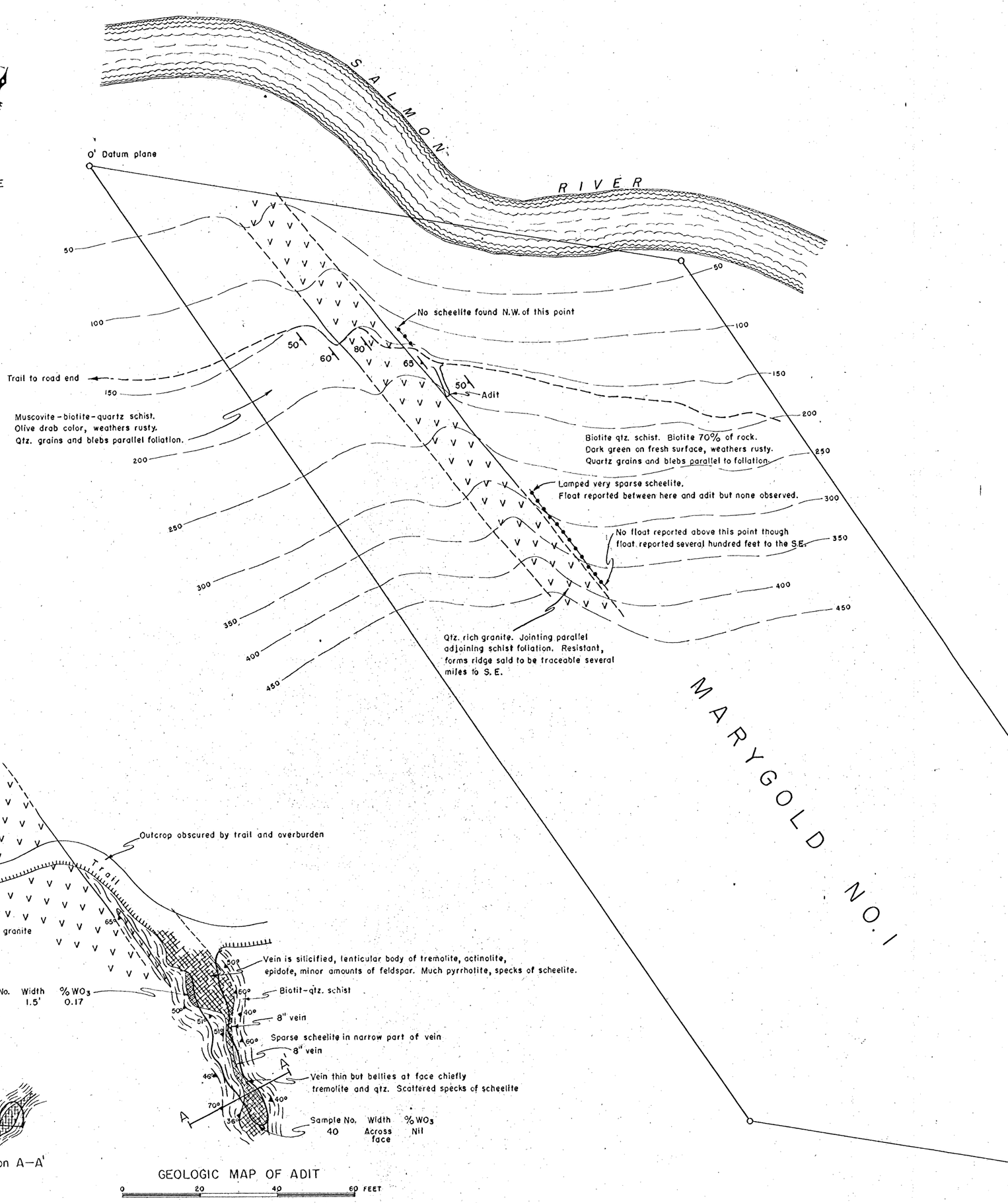
On this 21 day of September, 1953, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared ALEX PARK, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

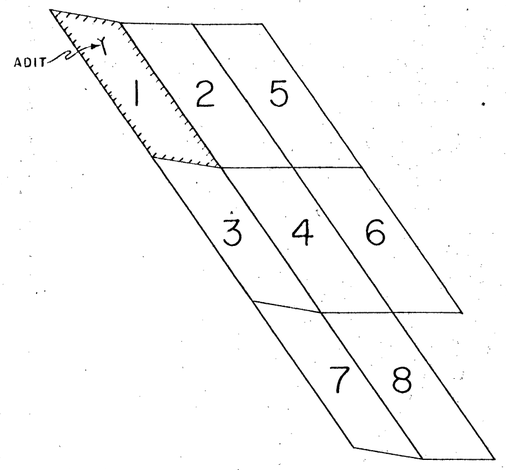
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year in this certificate above written.

Walt Schleicher
Notary Public in and for the State of Idaho
Residing at Riggins therein.

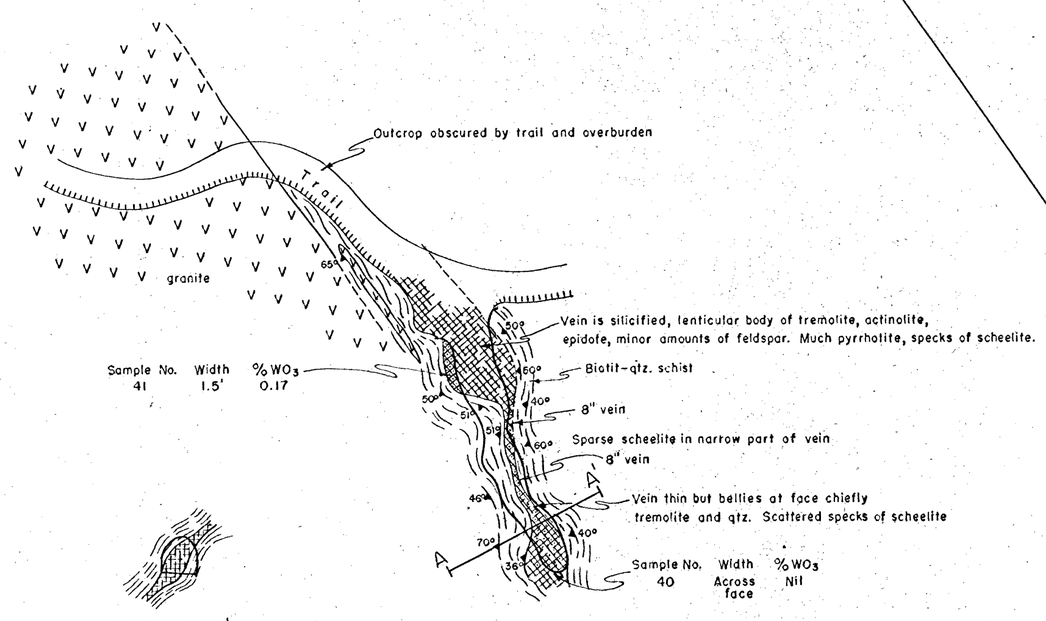
LESLIE T. McCARTHY
ATTORNEY AT LAW
CARSSOW BLDG.
LEWISTON, IDAHO







DIAGRAMMATIC LOCATION
Marygold Claim Group
0 1000 2000 3000 FEET



Section A–A'

GEOLOGIC MAP OF ADIT
0 20 40 60 FEET

GEOLOGIC AND TOPOGRAPHIC MAP
MARYGOLD NO. 1 CLAIM
Brunton and pace survey
Contour Interval 50 feet
0 100 200 300 FEET

T. H. Kiilsgaard U.S.G.S.
April 2, 1954

COMPOSITE MAP
MARYGOLD PROPERTY, IDAHO CO., IDAHO