DMEA Form 9

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE

DMEA NO. 3548

Application (Denied
(Withdrawn
(After disposition, delete items not applicable)

Contract (Terminated - not Certified
(Cancelled
(Terminated - Certified
(Royalty Agreement

This is the official contract file containing all official records of the project. The records contained in the files are checked and are arranged in this order:

Left Side

Interim Royalty Audits
Reports of Royalty Review 7-9-58
Certification of Discovery 9-12-56
Certificate of Audit (Final) ~~8-18-58~~
Interim Audit(s)
Report of Review (original) 4-4-56
Termination Notice or Agreement (Am. contract) 8-18-57 2-20-56
Recision Notice (reactivated) 7-14-58
Assignment of Contract
Contract Amendments (latest on top)
Contract with all exhibits and annexes and Amended Contract
Owner's Consent to Lien
Subordination Agreement
Leases and assignments of leases
Application and attachments
(3) Envelope for maps

Right Side

Project summary
Work completed analysis
All other material is filed in chronological order with correspondence including the following reports as checked:

Final Field Team Report (Tab) USGS and USBM reports
Operator's Final Report
(2R) Interim Reports
(2R) Operator's monthly reports and all attachments (latest on top)
On-site Exam Report(s) (Tab)
(4) Settlement Sheets

When the volume of records is expected to warrant additional folders, or when convenience of reference warrants separate folders for certain records, they should be set up in this order:

Left Side

Folder No. 2: (In chron. order) Interim Summary Reports by W. O. Engineers

Right Side

Operator's Semi-Annual Report for Certified Project, Field Team Interim Reports, Operator's Monthly Report with transmittal, narrative, maps, and Field Team review.

Folder No. 3: Maps (Use pocket folder or envelope. Fold maps with title block out and show reference to related document or correspondence.)

Folder No. 3 Settlement Sheets

Folder No. 5: Drill Logs
Reported Inactive 12/28/59

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files of the Washington office pertaining to Amended Contract Idm-E743, Docket DMEA-3548 (lead-zinc), dated September 18, 1956, with

Boss Mines, Inc.
545 N. Rodney Street
Helena, Montana

for the purpose of determining the amount of royalty payable to the U. S. Government on sales of minerals from property referred to as the Boss Group and the Rochester Group of claims located in Cascade County, Montana, during the period October 3, 1957, through February 1, 1962.

A certification of discovery or development was issued on September 12, 1956, and, in accordance with Articles 6 and 10, Annex II, and Amendment No. 1 of the amended contract, royalty is payable on all minerals produced from the land described in Article 2 of the contract for a period of 13 years from the date of a prior contract (December 7, 1954) or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first. A Report of Review dated August 18, 1958, indicated accepted costs under the exploration contract amounting to $39,399.50 with the Government's contribution on a 50 percent basis being $19,699.75.

The status of the project, the scope of review, and the reasons therefor are stated on page 2.

This review established no sales subject to the Government's royalty subsequent to the period covered by a prior Royalty Audit Certificate which found the sales subject to the Government's royalty through October 2, 1957, to be $34,224.26. The royalty account as of October 2, 1957, was:

Total Royalty Payable	$1,680.90
Total Royalty Paid	1,712.22
Overpayment of Royalty	$ 31.32

As of February 1, 1962, the royalty account of this project was found to be:

Total Royalty Payable	$1,680.90
Total Royalty Paid	1,680.90
Balance of Royalty Due	$ -0-

February 6, 1962

E. D. Talbert, OMR Auditor

STATUS OF PROJECT, SCOPE OF REVIEW
AND REASONS THEREFOR

The property under this exploration project contract consists of the Rochester, Unity, Boss, and Atlantus Quartz Lode Mining Claims. At the time the contract was executed, the Operator held possession of the Rochester and Unity claims (known as the Rochester Group) by virtue of a November 22, 1954, lease and option to purchase from the Receiver of the Broadwater Consolidated Mines. Possession of the Boss and Atlantus claims (known as the Boss Group) was held by a September 8, 1954, assignment from C. L. Hewitt (the Operator's president) of a lease and option to purchase of the same date from Neihart Consolidated Silver Mining Company.

The contract provides that the Operator, as principal if the producer or as surety if not the producer, shall pay the Government's percentage royalty on production from the land under the contract. To further secure the payment, Consents to Lien and Subordination Agreements were executed by the Receiver of Broadwater Consolidated Mines on September 28, 1956, and by Neihart Consolidated Silver Mining Company on October 1, 1956.

The Operator discontinued work under the contract on October 9, 1957, due to a lack of funds. During the exploration work a total of 1,453.0165 tons of ore were shipped and, according to an October 24, 1957, letter from the Operator, "a large tonnage of good milling ore" was left upon cessation of operations. The Operator subsequently estimated, and the examining engineer confirmed by measurement, that the stockpile contained approximately 1,500 tons of low grade ores. Article 6(d) of the amended contract grants to the Government the option of requiring computation and payment of royalty on unsold production after six months from the date of extraction.

A prior Royalty Audit Report and Certificate covers the sales of production during the exploration work. Overpayments of royalty aggregating $31.32, as disclosed by that audit, were claimed by and refunded to the Operator in September 1958.

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

(1) The files indicate that all sales of production have been reported and proper royalty thereon paid;
(2) The property has been inactive since October 1957; and

(3) The administrative cost to the Government of an on-site royalty audit at this time would be excessive in relation to the amount of possible additional royalty which might be disclosed.

MME Form 22
Dec. 60

DEPARTMENT OF THE INTERIOR
Office of Minerals Exploration

CHECK SHEET OF EXAMINING ENGINEER

Operator's Name and Address

Mr. C. L. Hewitt, President

Boss Mines, Inc.

P. O. Box 904
Helena, Montana

Amended Contract No. Idm-E743 | Docket No. DMEA-3548 (Lead-Zinc)

Prepared by (Signature) Donald R. MacLaren | Date 2/2/62

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

*8. Current status of property. (Check one).

- [ ] Operating.
- [x] Inactive.
- [ ] Abandoned.

12/31/58 Date of last production if not operating.

Comment on items 1(b), 2(b), 3(b), and 4 to 6, if answer is No:

***According to a Request for Information form signed by C. L. Hewitt dated February 1, 1962, there has been no change inownership, lease, or sublease nor any production since December 31, 1958.?** see bottom p 3.

84861-60

WRB

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

ROYALTY AUDIT CERTIFICATE

I have examined the production records and sales documents pertaining to the sale of silver, lead and zinc ores for the period of December 7, 1954 to October 2, 1957, by

BOSS MINES, INC.
Helena, Montana

produced from the Boss and Atlantus claims, located in Cascade County, State of Montana, under the terms of Amended Exploration Project Contract No. Idm E 743, Docket No. DMEA 3548 (Lead-Zinc), dated September 18, 1956, including Amendment No. 1.

The examination was made in accordance with generally accepted standards applicable in the circumstances.

The audit established the total sales of silver, lead and zinc from the DMEA exploration project for the period under audit to be $34,224.26. Royalty due the United States Government at the contract rates of 1.5 percent to 5 percent is $1,680.90. The royalty paid and the balance due as of October 2, 1957 are as follows:

Total Royalty Paid	$1,712.22
Total Royalty Due	1,680.90
Balance of Royalty Overpaid	$ 31.32

Ad. [illegible]
see folder #3

C. A. Turner
C. A. Turner - Auditor

July 9, 1958.

DMEA FORM 6 REFERENCE SLIP
REV. 12-56 DEFENSE MINERALS EXPLORATION ADMINISTRATION

TO:	INITIALS	DATE
1.		
2. 7/15	Cous	100
3. "	Jed	110
4.	wRy	~~500~~
5.		520 ~~220~~
FROM: Mr. Jay L. Chambers		7/14

FOR: Check items for action desired

____ Action ____ Reply for signature of ____
____ Approval ____ Investigate ____ Surname
____ Comment ____ Recommendations ____ Signature
____ Conference ____ Rewrite ____ File
____ Instructions xx Your information

REMARKS:

7/15 Mr. Selfridge is our criminal lawyer. Maybe he can see it later. E-)

INT.-DUP. SEC., WASH., D.C. M8278

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

ROYALTY AUDIT REPORT

I. INTRODUCTION

On June 27, 1958, an audit was made of the production, sales and royalty accounts and reports of the

BOSS MINES, INC.
Helena, Montana

pertaining to the sales of crude ore for the period of December 7, 1954 to October 2, 1957, produced from the Boss and Atlantus Claims, located in Cascade County, State of Montana, on which royalties are due the United States Government, under the terms of the Amended Exploration Project Contract No. Idm E 743, Docket No. DMEA 3548 (Lead-Zinc), dated September 18, 1956, including Amendment No. 1.

The Amended Contract superseded the Prior Contract designated as Contract No. Idm E 743, Docket No. DMEA 3548 (Lead and Zinc), dated December 7, 1954, including Amendments Nos. 1 and 2, which was terminated as of December 9, 1955. The Amended Contract made provision for additional exploration work and preserved the Certification of Discovery or Development made pursuant to the Prior Contract and restated the entire agreement between the Operator and the United States Government. Amendment No. 1 to the Amended Contract increased the royalty repayment period from 12 years to 13 years from the date of the Prior Contract, December 7, 1954.

The original accounting records pertaining to this Contract are maintained by and are in the possession of the firm of Galusha, Higgins and Galusha, Certified Public Accountants, whose office is in Helena, Montana.

During the on-site audit the following representatives of the Operator and the United States Government were present and consulted as necessary:

Mr. C. L. Hewitt - President of Boss Mines, Inc.
Mr. William Schmidt - Representing Galusha, Higgins and Galusha
Mr. John A. Bowsher - Engineer, U.S. Bureau of Mines.

The cooperation of all greatly facilitated the audit.

II. GENERAL INFORMATION

The Amended Contract provides for a total cost of exploration amounting to $57,208.50, with the Government's contribution on a 50 per cent basis being $28,604.25. Exploration work was suspended during the fall of 1957. The Operator's last Form MF-104, covering operations for the month of September, 1957 indicated exploration costs for stages II and III to be $18,052.50 (subject to audit), which added to the accepted costs of state I of $21,543.50, make a total exploration cost of $39,596.00, with the Government's contribution on a 50 percent basis being $19,798.00. The completion date of the Contract is October 18, 1958.

A Certificate of Discovery or Development dated September 12, 1956 was issued under the Prior Contract. This Certificate of Discovery or Development was preserved by the Amended Contract. The Amended Contract, as amended, provides for a royalty repayment period of 13 years from the date of the Prior Contract which was December 7, 1954, on production from land described in Article 2 and Annex I of the Contract.

The Operator's records consist of a journal and general ledger which are supported by the necessary records of original entry. The records are maintained and an annual statement is prepared for the Operator by the firm of Certified Public Accountants, Galusha, Higgins and Galusha, Helena, Montana. The records pertaining to DMEA production and royalties are considered adequate.

Shipments of crude ore made to the American Smelting and Refining Co., East Helena, Montana, consisted of Lots Nos. 1 to 6 inclusive during the year of 1955, and Lots Nos. 1 to 12 inclusive during the year of 1956. Shipments of crude ore to the International Smelting and Refining Co., Tooele Plant, Salt Lake, Utah, consisted of Lots Nos. 1 to 11 inclusive during year of 1957. Lot 7 resulted in a loss to the shipper and was not considered in the eleven shipments.

III. SCOPE OF AUDIT AND FINDINGS

A. CONFERENCE WITH THE EXAMINING ENGINEER

A conference with the examining engineer, Mr. John A. Bowsher, Mining Engineer, United States Bureau of Mines, disclosed the following:

(a) The Operator does not stockpile ore subject to royalty repayment.

(b) The Operator does not commingle production subject to DMEA royalties with exempt production.

(c) The Operator does stockpile mine rejects (low grade ore) that may have a potential value within the royalty payment period. The Operator estimates that 1500 tons of low grade zinc and lead ore are stockpiled. There are no records to support this

A. CONFERENCE WITH THE EXAMINING ENGINEER (CONTINUED)

estimate as the Operator, on his records, accounted for it as he would have waste. The examining engineer confirmed the estimate of 1500 tons by measurement of the pile.

(d) The assay controls in effect are considered adequate.

(e) The manner of disposing of production is considered as giving the Government its fair royalty returns.

(f) Periodic examinations by the examining engineer indicate that the Operator is properly reporting the current production subject to DMEA royalties.

(g) The Operator does not buy from or sell to other operators.

B. AUDIT OF SETTLEMENT SHEETS

A considerable amount of pre-audit work was accomplished in the DMEA office, Region I, Spokane, Washington, prior to the on-site audit. This consisted of a recomputation of the buyer's settlement sheets which were supplied by the Operator in support of his royalty payments made in compliance with the terms of the DMEA Contract. The information was tabulated and a reconciliation was made with the amounts of royalty receipts indicated by the records of the Regional Finance Officer. These tabulations are filed as a part of my audit work papers. A summary analysis of these statements is included in Section IV of this audit report.

The on-site audit included a comparison and reconciliation of the data compiled during the pre-audit work with the Operator's records in Helena, Montana.

On shipments of ore to the International Smelting and Refining Co. Tooele Plant, Salt Lake City and the American Smelting and Refining Co., East Helena, Montana, deductions were made from the net proceeds for freight, hauling and assay charges, which were paid by the smelters, as follows:

	International Smelting and Refining Co.	American Smelter and Refining Co.
Freight Paid - G. N. Ry. Co.	$4,659.24	$3,633.96
Hauling Paid - Niehart Motor Co.	1,687.50	2,966.96
Assays Paid - Goodalls	-	216.00
Total	$6,346.74	$6,816.92

It was determined by the audit that the Operator paid 5 percent royalty on all sales regardless of the value per ton for the period of December 7, 1954 to October 2, 1957. This practice resulted in an overpayment of royalty on four shipments aggregating $31.32. See Schedule No. 1, Summary of Royalty Overpayments.

SUMMARY OF ROYALTY PAID ON PRODUCTION AND SALES
FOR THE PERIOD OF DECEMBER 7, 1954 TO OCTOBER 2, 1957

SALES TO INTERNATIONAL SMELTING AND REFINING CO. - SALT LAKE, UTAH

Crude Ore Produced	535.9145 Tons			
Metal Content				
Silver	12,279.3514 Ounces		$11,120.98	
Lead	17.6255 Tons		2,187.90	
Zinc	40.2977 Tons		2,411.31	
Total Metal Content			$15,720.19	
Deductions				
Smelter Treatment		$1,582.78		
Hauling		1,687.50		
Freight		4,659.24	7,929.52	
Net Proceeds Subject to Royalty				$ 7,790.67

SALES TO AMERICAN SMELTING AND REFINING CO. - EAST HELENA, MONTANA

Crude Ore Produced	917.1020 Tons			
Metal Content				
Silver	38,848.7161 Ounces		$35,324.15	
Lead	28.9388 Tons		4,802.48	
Total Metal Content			40,126.63	
Deductions				
Smelter Treatment		$6,856.12		
Hauling		2,966.96		
Freight		3,633.96		
Assays		216.00	13,673.04	
Net Proceeds Subject to Royalty				26,453.59
TOTAL NET PROCEEDS - SUBJECT TO ROYALTY				$34,244.26
ROYALTY PAID	$34,244.26 @ 5.0%			$ 1,712.22
ROYALTY DUE	$32,263.71 @ 5.0%		1,613.20	
	500.36 @ 4.5%		22.52	
	593.67 @ 4.0%		23.75	
	542.27 @ 3.0%		16.27	
	344.25 @ 1.5%		5.16	
	$34,244.26			1,680.90
ROYALTY OVERPAYMENT				$ 31.32

The audit confirmed the accuracy and propriety of the royalty payments received by the Regional Office applicable to the sales of ore for the period of December 7, 1954 to October 2, 1957.

At the conclusion of the audit the findings were discussed with Mr. C. L. Hewitt, President, Boss Mines, Inc.

The audit report and findings were discussed with Mr. A. E. Weissenborn, Executive Officer, DMEA Field Team, Region I, Spokane, Washington, June 9, 1958.

C. A. Turner - Auditor

July 9, 1958.

SCHEDULE NO. 1

SUMMARY OF ROYALTY OVERPAYMENTS
DECEMBER 7, 1954 TO OCTOBER 2, 1957

SETTLEMENT SHEETS					ROYALTY PAID		ROYALTY DUE PER CONTRACT	
Date	Lot No.	Tons	Value Per Ton	Net Proceeds	Rate	Amount	Rate	Amount
SHIPMENTS TO INTERNATIONAL SMELTER AND REFINING CO. - SALT LAKE, UTAH								
8-6-57	5	55.7415	$10.65	$593.67	5.0%	$29.68	4.0%	$23.75
8-13-57	6	54.6855	9.92	542.27	5.0%	27.11	3.0%	16.27
9-24-57	10	45.2920	11.05	500.36	5.0%	25.02	4.5%	22.52
10-2-57	11	56.9985	6.04	344.25	5.0%	17.21	1.5%	5.16
		TOTAL		$1,980.55		$99.02		$67.70

Royalty Paid	$99.02
Royalty Due Per Terms of Contract	67.70
Royalty Overpayment	$31.32

Check Sheet of Examining Engineer

Operator's Name Boss Mines, Inc.

Address 545 N. Rodney St.

Helena, Montana

Exploration Contract No. Idm-E743 Docket No. DMEA-3458 (lead-zinc)

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

John A Boneke
Mining Engineer

Date June 27, 1958

82448

File Copy
Surname
J. Alb
Brown
Burton
Lamb
Selfridge

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

CERTIFICATION BY THE UNITED STATES OF AMERICA OF A DISCOVERY OR DEVELOPMENT UNDER AN EXPLORATION PROJECT CONTRACT

To: Mr. C. L. Hewitt, President
Boss Mines, Inc.
545 North Rodney Street
Helena, Montana

Pursuant to the provisions of Exploration Project Contract No. Idm-E743, dated December 7, 1954, Docket No. DMEA-3548, hereinafter called the "contract", between the Boss Mines, Inc., a corporation, and the United States of America, hereinafter called the "Government"; to establish and fix the Government's percentage royalty on production and its lien thereon and on the land described in the contract, the Government considers and therefore certifies that discovery or development from which production may be made has resulted from the exploration work.

The nature of said discovery or development is described broadly or indicated as follows: Drifting on the 101 vein on the Rochester Adit level has proved the existence of lead-zinc-silver ores occurring within a vein in gneiss.

Dated September 12, 1956

WRGriswold/er 9/4/56

THE UNITED STATES OF AMERICA

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

Copy to:
Docket
Mr. C.A. Fredell, Dr., MD, EPS
Mr. F. Lamb, USBM
Mr. T. Kiilsgaard, USGS
Admr R File
Oper. Committee
Cont. Admr & Audit Div
Finance Office
Base Metals
Region I(2), NW Dist.
F. E. Johnson
W. R. Griswold
Chron.
Mr. L. B. Esselstyn, Receiver, Broadwater Cons. Mines
Mr. John E. Dawson, Pres., Neihart-Consolidated Silver Mng Co.

DEFENSE MINERALS EXPLORATION ADMINISTRATION
OFFICE OF ADMINISTRATION AND AUDIT

EXTRA COPY
DMEA
AUG 22 1958
DATE | INITIALS | CODE

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Ross Kinsey, Inc.
541 N. Rodney Street
Helena, Montana

pertaining to Amended Exploration Project Contract No. IdM-2743, Docket No. DMEA-3548, dated September 18, 1956, including Amendment No. 1, which superseded and amended as of December 7, 1954 the Prior Exploration Project Contract No. IdM-2743, Docket No. DMEA-3548, dated December 7, 1954, including Amendments Nos. 1 and 2, for the months of December 1954 to September 1957, inclusive, covering a project for the exploration of lead-zinc on property known as the Rose and Kilmatus Claims, located in Cascade County, State of Montana.

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

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

(a) the accepted costs ($21,543.50) of all work performed under the Prior Contract were covered by a Report of Review, dated April 4, 1956, issued by G. A. Turner, DMEA Auditor, and

(b) the balance of the costs ($17,856.00) incurred were under a contract provision for payment by the Government on the basis of fixed unit costs of work actually performed.

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

Total cost claimed by Operator		$39,596.00
Exceptions per schedule		
By Finance Officer	$171.00	
Herewith	25.50	196.50
Total accepted costs claimed		[illegible]

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

Amount payable on audited claim	$19,699.75
Amount reimbursed	[illegible]
Balance due Operator	$ [illegible]

Pd. 9/11/58
see folder #2

August 18, 1958

G. A. Turner, Auditor

Schedule of Exceptions

Rose Mines, Inc. [redacted]-3549 Xm-8743

Claimed by Operator

Final Form MF-104, Amended Contract	$18,052.50	
Accepted costs, Stage I (Prior Contract)	21,543.50	
Total claimed		$39,596.00

Accepted Costs

Stage I

Drifting and crosscutting	718' @ $30.00	$21,360.00	
Assays, 54 @ (approx. aver. cost)	3.40	183.50	
Total			$21,543.50

Stage II

Drifting and crosscutting	268' @ $33.00	$ 8,844.00	
Sink winze	99.2' @ 85.00	8,432.00	
Consulting engineer	8 days @ 50.00	400.00	
Assays	60 @ 3.00	180.00	
Total			$17,856.00

Stage III [redacted]

Total Accepted Costs $39,399.50

Disallowed

Prior to audit

Drifting and crosscutting	5' @ $33.00	$ 165.00
Assays	2 @ 3.00	6.00
		171.00

During the audit

Sinking winze	.3' @ 85.00	25.50

Total Disallowance $ 196.50

Reasons for disallowance

Prior to audit

Drifting and crosscutting (Jan. 1957 MF-104) 5' @ $33.00 $ 165.00

Operator claimed 8' while the engineer's final measurement indicates 3' completed.

Assays, 2 @ $3.00 each which did not include zinc 6.00

During the audit

Sinking winze .3' @ $85.00 25.50

Operator claimed (January 1957 MF-104) 99.5' while the engineer's final measurement indicated 99.2'

$ 196.50

August 18, 1958

C. A. Turner, Auditor

Government's copy

ORIGINAL FILE COPY
DMEA
RECEIVED AUG 22 1958
DATE | INITIALS | CODE

Long
App'd. Sol. Off.
Jameson
Selfridge

TERMINATION AGREEMENT

It is agreed this 14th day of July, 1958, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Boss Mines, Inc., hereinafter called the "Operator," parties to that certain Amended Exploration Project Contract No. Idm-E743 (Docket No. DMEA-3548), dated September 18, 1956, as amended, hereinafter called the "Contract," that:

1. Effective October 9, 1957, the Contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

2. The Government shall contribute only to the fixed unit costs of work performed prior to October 9, 1957.

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

4. All rights of the Government respecting percentage royalty and liens to secure the payment thereof, as provided in Article 6(b) of the Contract, for a period ending December 7, 1967, reports (including preservation of Operator's records), accounts, audits, and the right to recover any overpayment, are hereby preserved.

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

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

THE UNITED STATES OF AMERICA

By C O Mittendorf
Administrator, Defense Minerals
Exploration Administration

BOSS MINES, INC.

By [illegible]

Title President

Government's copy

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 13 1958
DATE | INITIALS | CODE

AMENDED EXPLORATION PROJECT CONTRACT
BOSS MINES, INC.
DOCKET NO. DMEA-3548

AMENDMENT NO. 1

It is agreed this 27th day of December, 1957, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Boss Mines, Inc., hereinafter called the "Operator," that Amended Exploration Project Contract No. Idm-E743 (Docket No. DMEA-3548), dated September 18, 1956, hereinafter called the "Contract," is amended as follows:

1. (a) Work under the Contract shall be suspended during the period beginning October 9, 1957, and ending not later than May 15, 1958.

(b) The Government shall not contribute to any costs incurred by the Operator during the period of suspension nor to any costs of rehabilitation or repair which in its opinion would not have occurred had there been no suspension of work.

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

2. In Article 1 of the Contract the time fixed for completion of the work is extended from October 18, 1957, to October 18, 1958.

3. The maximum period for royalty payments and liens to secure the payment thereof, as provided in Articles 6(b) and 10(c) of the Contract, is increased from 12 to 13 years from the date of the "Prior Contract (December 7, 1954)."

Long
Hunger
Approved for Mail
Trimmel
Chambers
Selfridge

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

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C. P. Mitchenor
Administrator, Defense Minerals
Exploration Administration

BOSS MINES, INC.

By C. J. Hewitt
Title President

Docket Copy

Amended Cont.

MF-200A
(Rev. April 1956)

RECEIVED 1956

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

DMEA No.	*Commodity*	*Contract No.*	*County*	*State*
		Idm-E 743		
3548	Lead-Zinc		Cascade	Montana

It is agreed September 18, 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Boss Mines, Inc., a Montana corporation

whose mailing address is 545 N. Rodney Street
Helena, Montana
hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) This contract is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF-200A), the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall ~~begin~~ resume the work on or before OCTOBER 29 - 1956, and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within 13 months from the date of the contract. See Article 10.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $ 57,208.50. The Government will contribute 50 percent of the fixed unit cost of the work performed, not exceeding $ See Exhibit "A". in accordance with the provisions of Articles 4 and 5.

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

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: None

(b) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached, as follows: Consent to Lien of Neihart Consolidated Silver Mining Co., and Consent to Lien of L. B. Esselstyn, Receiver of Broadwater Consolidated Mines.

(c) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing

in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

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

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

ARTICLE 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(a) Operator's records.—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

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

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

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

ARTICLE 6. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered a sufficient final report (see Article 5), may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer or as surety if the Operator is not the producer (for example, if the Operator either transfers or fails to retain his interest in the land), shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first. **See Article 10.**

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

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

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

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

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

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

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

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

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

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

ARTICLE 7. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

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

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *Notices to be given by the Government* may be delivered to the Operator or may be sent by registered mail addressed to the Operator at the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 10. *Changes and added provisions.*—

(a) The attached Annex II is made a part of this Amended Contract.

(b) In Article 6(b) wherever the words "date of the contract" appear they mean "date of the Prior Contract (December 7, 1954)."

(c) In Article 6(c) the period "twelve years" is substituted for the period "ten years."

(d) In Article 1(a) "date of the contract" means "date of this Amended Contract."

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By [illegible]
Administrator, Defense Minerals
Exploration Administration

"Appd. Sol. Off."

DOSS MINES, INC.
(Operator)

By C. L. Hewitt

Title President

I, Irene A. Johnson, certify that I am the secretary of the corporation named as Operator herein; that C. L. Hewitt, who signed this contract on behalf of the Operator, was then President of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Irene A. Johnson

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-383069

AMENDED EXPLORATION PROJECT CONTRACT
ROSS MINES, INC.
DOCKET NO. DMSA-3548
CONTRACT NO. Idm-8743

ANNEX I

The land referred to in Article 2 and the nature of the Operator's right of property and possession therein is as follows:

The Operator is the lessee-optionee of the Ross Mining Claim, patent No. 3129 and the Atlantus Mining Claim, patent No. 3188, under an agreement dated September 8, 1954, between Neihart Consolidated Silver Mining Company and C. L. Hewitt, which was assigned by C. L. Hewitt to the Operator by an instrument dated September 8, 1954.

The Operator is the lessee-optionee of the Unity Mining Claim, Survey No. 2911 and the Rochester Mining Claim, Survey No. 2866 under an instrument dated November 22, 1954.

These claims are located in the Neihart Mining District, Cascade County, Montana, in Section 20, Township 14 North, Range 8 East, MPM, and are shown on the map attached to Exhibit "A," attached to the Prior Contract.

MF-205
(Combines and supersedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator [redacted]
Docket No. DMEA-[redacted]
Contract No. Idm-E [redacted]
Contract Date SEP 18 1956

RECEIVED 9 1956 DMEA

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of [redacted], State of [redacted], described as follows: 2/

[redacted]

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

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

[redacted]

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

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

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

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

7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this 1st day of October, 1956.

Nevada Consolidated Silver Mining Co.	[Seal]	_____	[Address]
By John E. Dawson	[Seal]	_____	[Address]
President	[Seal]	_____	[Address]
V. C. Christenson Asst. Secretary	[Seal]	_____	[Address]
_____	[Seal]	_____	[Address]
_____	[Seal]	_____	[Address]

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

V. C. Christenson
[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator Ross Mines, Inc.
Docket No. DMEA- 3548
Amended Contract No. Idm-E 743
Contract Date SEP 18 1956

RECEIVED 1956

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Cascade, State of Montana, described as follows: 2/

Rochester Quartz Lode Mining Claim, U. S. Survey No. 2866, and

Unity Quartz Lode Mining Claim, U. S. Survey No. 2911

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

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

None

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

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

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

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

7. Added provision: none (State "None" or "See Annex No.____")

Dated this 28th day of September, 1956.

L. B. Esselstyn

L. B. Esselstyn, Receiver of Broadwater Consolidated Mines [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

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

_____

[Corporate Seal]

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF MONTANA, IN AND FOR THE COUNTY OF CASCADE

- - - - -

JOHN J. STEWART,

Plaintiff,

vs. No. 28962

BROADWATER CONSOLIDATED MINES, a corporation,

Defendant.

- - - - -

ORDER AUTHORIZING RECEIVER TO EXECUTE AND DELIVER CONSENT TO LIEN.

- - - - -

This matter came on regularly for hearing this day upon the Petition of L. B. ESSELSTYN, Receiver of Broadwater Consolidated Mines, a Corporation, for permission to execute and deliver Consent to Lien required by the DMEA in connection with a proposed Government loan through said DMEA to Boss Mines, Inc., lessee of

ROCHESTER Lode, U.S. Survey No. 2866, and

UNITY Lode, U. S. Survey No. 2911,

And the Court having heard evidence in support of said Petition, and being fully advised,

IT IS HEREBY ORDERED that said Receiver be and she is hereby authorized to execute and deliver the said Consent to Lien.

Done in open Court this 6th day of June, 1956.

I. W. SULLIVAN
DISTRICT JUDGE.

A
Exhibit/to Consent to Lien by L. B. Esselstyn, Receiver.

STATE OF MONTANA, } ss.
County of Cascade.

I hereby certify that the instrument to which this certificate is affixed is a true, correct and compared copy of the original on file in the office of the Clerk of the District Court.

Witness my hand and the seal of the District Court of Cascade County this 6th day of June, 1956

AGNES SCHRAPPS,
Clerk of Court,
Cascade County, Montana.

By M. McLaughlin
Deputy Clerk.

STATE PUBLISHING CO. HELENA, MONT.

AMENDED EXPLORATION PROJECT CONTRACT
BOSS MINES, INC.
DOCKET NO. IMBA-3548
CONTRACT NO. Idm-K743

ANNEX II

WHEREAS, the parties to this Amended Contract are also parties to Contract Idm-K743, dated December 7, 1954, as amended and as terminated by an agreement of the parties dated February 20, 1956, hereinafter referred to as the "Prior Contract."

The parties desire to resume and expand the project, preserve the Certification of Discovery or Development made pursuant to the Prior Contract, and restate their entire agreement in this Amended Contract.

NOW THEREFORE, it is agreed that:

1. Effective December 7, 1954, the Prior Contract is amended and superseded by this Amended Contract, which shall govern all the rights and obligations of both parties, except that (a) vouchers and claims for the Government's contribution to the work performed under the Prior Contract and payment therefor by the Government shall be as therein provided, (b) all rights of the Government provided for in the Prior Contract with respect to a certification of discovery or development and a percentage royalty and liens for its payment are preserved, and (c) all rights of the Government with respect to records, audits, and recovery of any overpayment, are preserved.

2. (a) The work performed and the amount contributed by the Government under the Prior Contract are incorporated into this Amended Contract, and royalty for repayment of this amount is payable pursuant to the royalty provisions of this Amended Contract.

(b) The Certification of Discovery or Development made pursuant to the provisions of the Prior Contract is considered as having been made under this Amended Contract, and the Government's rights to royalty pursuant to Articles 6(b)(c) and 10 of the Amended Contract and its liens therefor are now, hereby, vested, the requirement for certification in Article 6(a) of the Amended Contract being hereby waived.

3. The Operator hereby releases and agrees to save the Government harmless from all claims or demands under or arising out of said Prior Contract, except as otherwise provided herein.

AMENDED EXPLORATION PROJECT CONTRACT
ROSS MINES, INC.
DOCKET NO. IMEA-3548
CONTRACT No. Idm-8743

EXHIBIT "A"

Description of the Work

The work is divided into three stages. Stage I consists of the work performed under the Prior Contract. Stages II and III are set forth below. The Operator shall perform the work under Stage II, and shall perform as much of the work under Stage III as is approved in advance by the Government. In connection with the performance of this work, the Operator shall hire a qualified consulting mining engineer or geologist, satisfactory to the Government, for a minimum of two days each month as a cost of the project. The work is outlined on the attached map entitled: "Proposed Exploration, Ross and Atlantus Claims, Ross Mines, Inc., Neihart, Montana, Figure 3."

Stage II

1. Cut three diamond drill stations on the Rochester Adit crosscut, not exceeding the equivalent of 10 feet of drifting for each drill station.

2. From the Rochester Adit crosscut, drill three diamond drill holes. The total amount of drilling shall not exceed 650 feet, and the size of all holes shall be not less than AX. The approximate location, direction, inclination, and extent of each diamond drill hole are shown on the attached map. Diamond drill hole No. 1 shall be drilled from the 100 vein south drift to determine if the 101 vein is faulted south of the crosscut. Diamond drill holes Nos. 2 and 3 shall be drilled to test the 100 vein at a depth of approximately 150 feet below the Adit level.

   The location, direction, inclination, and extent of each diamond drill hole shall have prior approval of the Government.

3. From the bottom of the present winze on the 101 vein, sink a two-compartment timbered winze 100 feet to a total depth of 145 feet below the level of the Rochester Adit crosscut. The size of the winze shall be not less than 4 feet by 8 feet in cross section in the clear of timber.

4. From the bottom of the winze, drift and/or crosscut not to exceed an aggregate of 300 feet. The size of the drifts and crosscuts shall be not less than 5 feet by 7 feet in cross section in the clear of timber.

5. The drifts and/or crosscuts shall be timbered as necessary, but the Government shall not contribute to the costs of more than 180 feet of said timbering.

6. Not to exceed 100 samples shall be assayed for lead, zinc, and silver.

The locations, directions, and extent of the drifts and/or crosscuts shall have prior approval of the Government.

Stage III

1. Extend the drifts and/or crosscuts on the 150-foot level not to exceed 200 feet. The direction, location, and extent of each drift and/or crosscut shall have prior approval of the Government. The size of the drifts and/or crosscuts shall be not less than 5 feet by 7 feet in cross section in the clear of timber.

2. The drifts and/or crosscuts shall be timbered as necessary, but the Government shall not contribute to the costs of more than 80 feet of said timbering.

3. Cut two diamond drill hole stations on the 150-feet level, not exceeding the equivalent of 10 feet of drifting for each drill station.

4. From the 150 level, drill two diamond drill holes to test the 102, 103, and 104 veins below the 150-foot level. The location, direction, inclination, and extent of each drill hole shall have prior approval of the Government. The total amount of drilling shall not exceed 500 feet and the size of the holes shall be not less than AX.

5. Not to exceed 60 samples to be assayed for lead, zinc, and silver.

Estimated Costs of Project

Stage I

Work performed under Prior Contract	$21,543.50

Fixed Unit Costs

Stage II

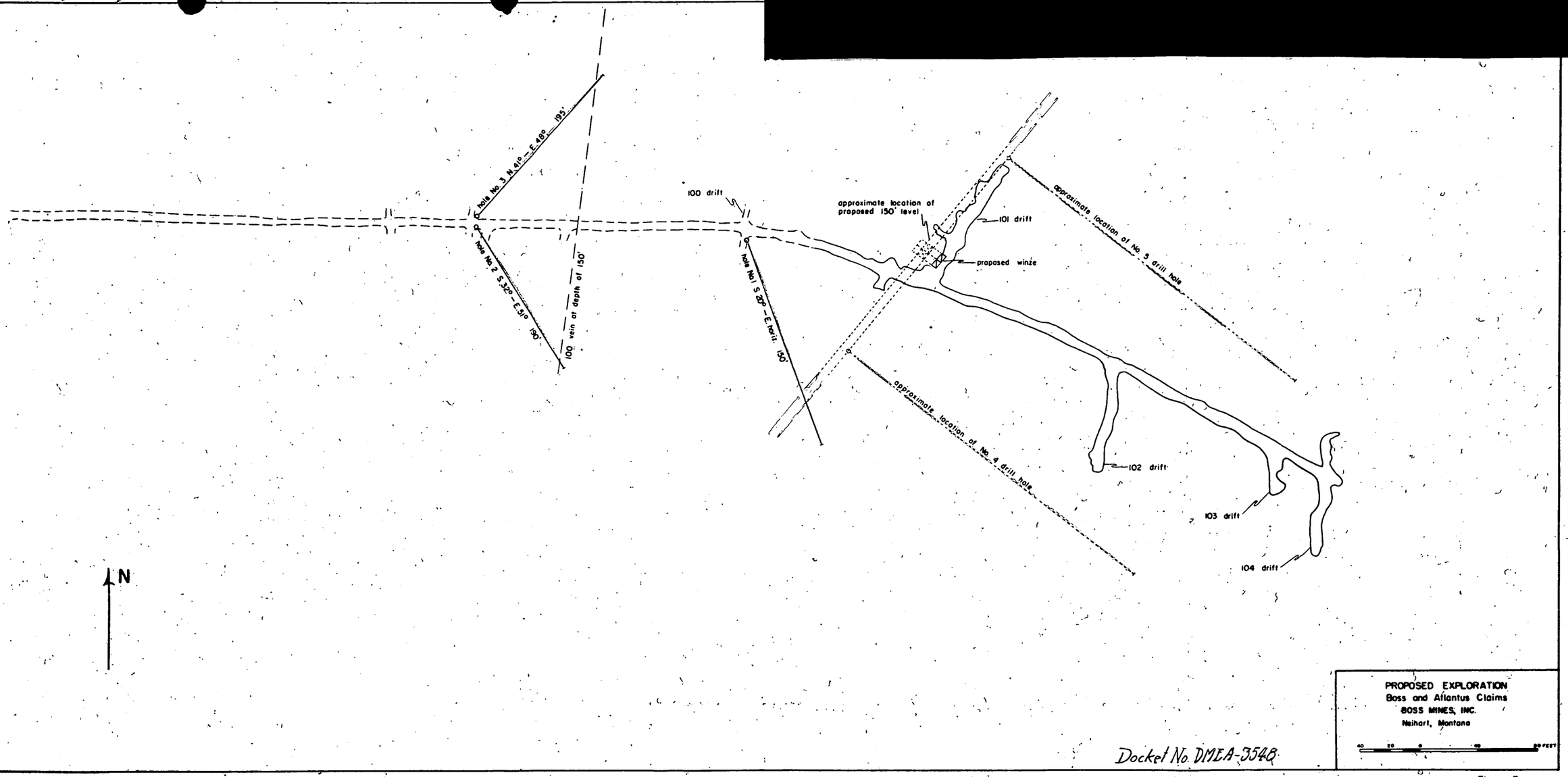
1.	Cut 3 diamond drill hole stations (Item 1), 30 feet	@ $30.00/ft.	$ 900.00	✓
2.	650 feet of diamond drilling (Item 2)	@ $5.50/ft.	3,575.00	✓
3.	Sink winze 100 feet (Item 3)	@ $85.00/ft.	8,500.00	✓
4.	300 feet of drifting and/or cross-cutting (Item 4)	@ $33.00/ft.	9,900.00	✓
5.	120 feet of timbering (Item 5)	@ $7.50/ft.	900.00	✓
6.	100 samples (Item 6)	@ $3.00/sample	300.00	✓
7.	Consulting engineer or geologist, 8 days	@ $50.00/da.	400.00	✓
	Estimated Total Cost - Stage II			$24,475.00

Stage III

1.	200 feet of drifting and/or cross-cutting (Item 1)	@ $33.00/ft.	$ 6,600.00	✓
2.	80 feet of timbering (Item 2)	@ $7.50/ft.	600.00	✓
3.	Cut 2 diamond drill hole stations (Item 3), 20 feet	@ $33.00/ft.	660.00	
4.	500 feet of diamond drilling (Item 4)	@ $5.50/ft.	2,750.00	
5.	60 samples (Item 5)	@ $3.00/sample	180.00	
6.	Consulting engineer or geologist, 8 days	@ $50.00/da.	400.00	
	Estimated Total Cost - Stage II			11,190.00
	Estimated Total Cost - Stage II and Stage III			$35,665.00
	Government Participation @ 50%			$17,832.50

SUMMARY

Work performed under Prior Contract	$21,543.50
Estimated Total Cost - Stage II and Stage III	35,665.00
Estimated Total Cost of Project	$57,208.50
Government Participation @ 50%	$28,604.25



Docket No. DMEA-3548

Figure 3

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

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REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Boss Mines, Inc.
545 Rodney Street
Helena, Montana

pertaining to Exploration Project Contract No. Idm-E743, Docket No. DMEA-3548, dated December 7, 1954, including Amendments Nos. 1 and 2, and a Termination Agreement dated February 20, 1956, covering a project for the exploration of lead and zinc on property known as the Boss and Atlantus Claims, located in Cascade County, State of Montana, for the period of December 7, 1954 to December 9, 1955, inclusive.

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

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

(a) The administrative cost to the Government of an audit would be excessive in relation to the estimated amount of possible further disallowance thereunder;
(b) the Monthly Reports were supported by documentary proof of costs incurred under the actual cost provisions of the contract; and
(c) a major portion ($21,360.00) of the costs accepted were under a contract provision for payment by the Government on the basis of Fixed Unit Costs of work actually performed.

The review disclosed the following facts in regard to the amount paid or to be paid the contractor.

Total Cost as billed by Contractor		$22,458.50
Exceptions (Schedule attached)		
By DMEA Finance Officer	None	
Herewith	$915.00	915.00
Total Accepted Cost		$21,543.50

The contract calls for a 50 percent participation of exploration expenses by the United States Government. Therefore, payment to the Contractor by the Government in the amount of Ten thousand seven hundred seventy one and 75/100 Dollars

--$10,771.75--

is considered valid and proper, provided that the Regional Executive Officer, Administrator, or other competent official has accepted or will accept as having otherwise met the terms of the contract.

April 4, 1956

C. A. Turner, Audi

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Schedule of Exceptions

Boss Mines, Inc. DMEA 3548 Idm-E743

Claimed Final MF-104 dated November 1955

Drifting	343.5 ft.	@ $30.00 per foot	$10,305.00	
Crosscutting	399 ft.	@ 30.00 per foot	11,970.00	
Assays	54	@ *3.40 each	183.50	$22,458.50

Accepted Costs - Final Inspection March 14, 1956

Drifting	313 ft.	@ $30.00 per foot	9,390.00	
Crosscutting	399 ft.	@ 30.00 per foot	11,970.00	
Assays	54	@ *3.40 each	183.50	21,543.50

Disallowed by Review

Drifting	30.5 ft.	@ 30.00 per foot	$ 915.00

*approximate average cost

Disallowance was made for unauthorized work claimed by the Operator. Memoranda dated December 13, 1955, and January 4, 1956, addressed to the Field Team by the examining engineers verified measured total of 712 feet of acceptable drifting and crosscutting.

C. A. Turner, Auditor

April 4, 1956

Docket copy

Robin Berger "Appd. Sol. Off."
alb
Griswold
Chambers
Selfridge
H.G. Johnson

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TERMINATION AGREEMENT

It is agreed this 20th day of February, 1956, between the United States of America, acting through the Department of the Interior, Bureau Minerals Exploration Administration, hereinafter called the "Government," and Rose Mines, Inc., hereinafter called the "Operator," parties to that certain Exploration Project Contract 14-2-743 (Docket No. MMA-2743), dated December 7, 1954, hereinafter called the "Contract," that:

1. Effective December 7, 1955, the Contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

2. The Government shall contribute to allowable costs incurred prior to said effective date; and shall contribute to allowable costs incurred or to be incurred beginning with said effective date in performing winding-up and settlement actions provided for in the Contract, including (a) the preservation and disposal of property to the cost of which the Government has contributed, and (b) the making and rendering of reports and accounts.

3. The Operator shall promptly perform all winding-up and settlement actions provided for in the Contract, including (a) the disposal of any facilities, buildings, fixtures, equipment, or other items to the cost of which the Government has contributed; and (b) the rendering of the final report and final account.

4. All rights of the Government provided for in the Contract with respect to a certification of discovery or development and a percentage royalty and lien for its payment are preserved.

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

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

THE UNITED STATES OF AMERICA

By C. P. Mitteudorf
Administrator, Bureau Minerals Exploration Administration

ROSE MINES, INC.

By C. L. Hewitt
Pres

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(Amendment to Change Starting and/or Completion Dates)

AMENDMENT NO. 2

It is agreed this 6th day of November 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration and Ross Mines, Inc.

(Docket No. DMEA 3940, lead-zinc)

each acting in consideration of the agreement to the other to the terms hereinafter set forth, that the Exploration Project Contract Idm-5743 dated December 7 1954 between the parties hereto be modified and amended to change ~~the starting date from (No. of days) to within (No. of days) of the date of the contract and~~ the completion period from 12 (No. of months) to 13 (No of months) from the date of the contract. The effective date of this amendment shall be December 7, 1955.

This amendment is made by authority granted the Executive Officer, DMEA Field Team, Region ~~II~~ X, ☒ District, in Order No. 2684 by the Acting Secretary of the Interior.

This amendment shall not be construed to increase the estimated total cost of the project, the amount of the Government's contribution, or any item of allowable cost which is expressly designated "Allowable Maximum".

Executed in sextuplicate the day and year first above written.

ROSS MINES, INC.
(Operator)

By C. L. Heuitt
President

THE UNITED STATES OF AMERICA

By A. E. Weissenborn
A. E. Weissenborn
Executive Officer
DMEA Field Team, Region ~~II~~ X, ☒ Dist.

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Exploration Project Contract
Boss Mines, Inc.
Docket No. DMEA 3548, lead-zinc

Justification of Amendment No. 2

On October 28, 1955, the Operator had 73 feet of drifting and crosscutting remaining to be done. The contract expires on December 7, 1955, and at the current rate of advance it is believed an additional month (to January 7, 1956) will be required to complete the work.

S. W. Zaldok

Docket Copy

EXPLORATION PROJECT CONTRACT
BOSS MINES, INC.
DOCKET NO. DMEA-3548

AMENDMENT NO. 1

It is agreed this 27th day of July, 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Boss Mines, Inc., that Contract No. Idm-K743 (Docket No. DMEA-3548), dated December 7, 1954, is amended as follows:

(1) Under "Description of the Work"

a. Delete items 1, 2, and 3.

b. In item 4, change "650 feet" to "760 feet."

(2) Under "Estimated Costs of the Project" "Fixed Unit Costs"

a. Delete the first item

b. Change the second item to read: "Cross-cutting and drifting, 760 feet @ $30.00/ft. (work item 4) rounded to $22,796.00

c. After "Total Agreed Unit Cost" change "$22,646.00" to "$23,296.00."

(4) Under "Scheduled Actual Costs"

a. "Category (1)" delete "(Work item 2) Repair road and bulldoze adit portal," and substitute the word "none."

b. "Category (6)" delete "(Work item 1) Erect building . . . $450.00," and substitute the word "none."

(5) Under "Total Scheduled Actual Costs," change "$1,500.00*" to "$850.00*."

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

THE UNITED STATES OF AMERICA

By C P Mittendorf
Administrator, Defense Minerals
Exploration Administration

BOSS MINES, INC.

By C. L. Height
Pres.

"Appd. Sol. Off."
Hugeschard
Chamberlin
Martin
Johnson

Docket Copy

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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MF-200
(Revised June 1954)

Docket No. DMEA 354E

Commodity Lead-Zinc

Contract No. Idm-E 743

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

EXPLORATION PROJECT CONTRACT[1]

It is agreed this 7 day of December, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Boss Mines, Inc., a Montana Corporation, whose mailing address is 545 N. Rodney Street Helena, Montana, hereinafter called the "Operator," as follows:

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

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

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

(b) The Operator represents and undertakes that:

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

(2) The Operator's right, title, or interest (whether as owner, lessee, or otherwise) is subject only to the following claims, liens, or encumbrances: .....

(c) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above, and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title

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

of the land (lessor, seller, optionor, etc.), are attached, as follows: .....

.....

.....

(d) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. Until the lapse of the time within which the Government may make a certification of discovery or development without any such certification having been made, and after any such certification has been made, the Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. If the Government makes no certification of discovery or development within the time limited in Article 8, it shall thereafter have no claim against the land or any production therefrom except for any production referred to in Article 8(b)(1).

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of Lead-Zinc The work to be performed is described in Exhibit "A." The Operator on or before December 17, 1954 shall commence the work, and on or before one year from date* (unless the Operator's obligation to prosecute the work is terminated—see Article 10) shall either have completed the work or shall have incurred allowable costs (see Article 6) in a sum not less than the estimated total allowable cost set forth in Exhibit "A."

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

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

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

ARTICLE 5. *Contribution by the Government.*—The estimated total allowable cost of the project, set forth in Exhibit "A," is the sum of $24,146.00 The Government shall contribute 50 percent of the allowable costs as they are incurred in a total sum not in excess of $12,073.00 : *Provided,* That until the Operator has rendered to the Government his final report, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last

* The word "date" means date of contract.

voucher or vouchers such sums as it sees fit not in excess of 10 percent of the estimated total cost of the work or not in excess of the amount of the Government's contribution to the cost of property which is or may become subject to disposal as provided in Article 9(c), whichever is greater. The Government will make its contribution on the basis of the monthly vouchers referred to in Article 7(b), but all payments by the Government are provisional only, subject to audit, until the account between the Operator and the Government is finally audited and settled. "Costs incurred" mean costs that have been paid or have become due and payable, or that in the opinion of the Government have become an obligation. The Government may make payments directly to independent contractors and suppliers for the account of the Operator rather than to the Operator.

ARTICLE 6. *Estimated costs.*—(a) *Categories of costs.*—The allowable costs of the work to which the Government shall contribute are limited to those that are direct, reasonable, necessary, and that are estimated in Exhibit "A" by categories as specified in this article. If any category or subcategory is omitted from the estimate of costs, or if the word "none" is annexed to the listing thereof, costs under such category or subcategory are not allowable. Any excess over any estimate which is indicated as the maximum of any category, subcategory, or item, either as to requirement or related cost, and any excess over the estimated total allowable cost of the work, shall not be allowable. Any excess over the estimate of any category, subcategory, or item, either as to requirement or related cost, not indicated as a maximum shall be allowable within the limit of the estimated total allowable cost of the work. To the extent that excesses over maximums other than the estimated total allowable cost of the work may be necessary for the performance of the work, the Operator shall incur such excesses for his own account without contribution by the Government; but except for any such necessary excesses in categories, subcategories, or items thereunder the Operator is not obligated to incur more than his agreed percentage of the estimated, total allowable cost of the work.

To the extent specified in this article or in Exhibit "A" the following categories, subcategories, and elements thereof are maximums; but if not so specified either here or in Exhibit "A" they are not maximums, and may be exceeded within the limit of the estimated total allowable cost of the work:

CATEGORY (1)—INDEPENDENT CONTRACTS.—Work to be performed under independent contracts (see Article 4(b)). The estimated total amount of this category and the estimated cost of each unit of work for performance under an independent contract are maximums.

CATEGORY (2)—PERSONAL SERVICES.

Subcategory (a)—Supervision.—All elements of this subcategory (number of supervisors, periods of employment, rates of pay, and total) are maximums.

Subcategory (b)—Technical services.—All elements of this subcategory (number of technicians, periods of employment, rates of pay, and total) are maximums.

Subcategory (c)—Labor.

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

CATEGORY (4)—OPERATING EQUIPMENT.

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

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

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

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

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

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

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

CATEGORY (7)—MISCELLANEOUS.—Repairs and maintenance (other than initial) of operating equipment, analytical work, prints and other reproductions, accounting, Operator's share of payroll taxes, liability insurance covering employment, travel, communications, and any other items of requirement or cost that do not fall within any of the first 6 categories.

THE ESTIMATED TOTAL ALLOWABLE COST of the work is a maximum.

(b) *Nonallowable costs.*—The following costs are not allowable for contribution by the Government:

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

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

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

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

(c) *Reductions in costs.*—The Operator shall account for and give the Government credit for any incidental benefits, credits, or money received in the ordinary course of business in prosecuting the work (as by salvage or sale of materials or equipment, furnishing of room or board, furnishing of power or services to third persons, rebates or discounts on purchases, etc.), in the same ratio in which the Government contributes to costs; and such amounts shall be treated as a reduction in costs incurred so that they are available for use within the limit of the original estimated total cost. This provision does not apply to receipts from production which are subject to the Government's percentage royalty under the provisions of Article 9.

ARTICLE 7. *Reports, accounts, audits.*—(a) *Operator's records.*—The Operator shall keep suitable records and accounts of the work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. If the Government elects to audit said records and accounts relating to the exploration work by certified public accountant, it may do so as a cost of the work to which the Operator shall contribute. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine any pertinent books, documents, papers, and records of the Operator. All of the Operator's vouchers and records and accounts relating thereto and the Government's payments thereof remain subject to adjustment until final audit by the Government. If work under this contract is carried on in conjunction with any other operations, or if labor, supervision, services, materials, supplies, equipment, facilities, or other requirements for carrying on the work are also used in connection with other operations, the costs shall be segregated and accounted for on a basis and by methods and accounts that are satisfactory to and approved by the Government.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing detailed costs incurred during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

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

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

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

ARTICLE 8. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after a sufficient final report and final account (see Article 7) has been rendered, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

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

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

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

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

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½)

percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

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

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

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

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

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

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

ARTICLE 9. *Interests in purchased property.*—(a) *Title and ownership.*—All costs under this contract shall be incurred by the Operator in the Operator's own name and for the Operator's own account; but any property acquired to the cost of which the Government contributes shall belong to the Operator and the Government jointly in proportion to their respective contributions, although title thereto shall be taken in the name of the Operator.

(b) *Preservation of property.*—Until the final disposal of any property in which the Government has an interest the Operator shall preserve and protect same for the best interest of the Government, any reasonable and necessary costs thereof to be treated as an allowable cost of the project. After the completion of the work or termination of the Government's obligation to contribute, or when such property is not in use for or needed for the work, the Operator shall neither use it without the written consent of the Government nor without paying a reasonable rental to be fixed by the Government for its interest.

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

(d) *Default of the Operator re disposal.*—If within 90 days after the completion of the work or termination of the Government's obligation to contribute to costs, or after the property is no longer needed for the work, or after such further time as the Government may in writing allow, the Operator has failed to sell or otherwise liquidate or dispose of any property in which the Government has an interest, the Government, at any time prior to final settlement under the contract, may pursue one of the following two courses: (1) the Government, by written notice to the Operator, may place upon such property what in its opinion is a fair valuation thereof, not in excess of the cost less 1.66 percent per month from the

date such property was purchased under this contract to the termination of said 90-day period; and such property shall thereupon be considered and accounted for as having been purchased by the Operator at the valuation so fixed by the Government; or (2) the Government may enter and take possession of such property wherever it may be found, and remove and dispose of it for the joint account of the parties.

ARTICLE 10. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery, and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon: (1) the Government shall be free of all obligation to contribute to costs not then incurred other than such as may be allowable under the provisions of the contract as necessary and incidental to winding up, reporting, and accounting; and (2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon: (1) the Government shall be relieved of all obligation to contribute to costs not incurred when the notice was given, other than such as may be allowable by the provisions of the contract as necessary and incidental to winding up, reporting, and accounting; and (2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The remedy provided for the Government in this paragraph "(b)" is in addition to any other remedy provided in this contract, and in addition to any other remedy the law may provide for breach of contract.

(c) The giving of any notice by the Government under the provisions of this Article 10 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and such rights shall be fully preserved.

ARTICLE 11. *Notices to be given by the Government* may be delivered to the Operator, or may be sent by registered mail addressed to the Operator at his mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 12. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 13. *Changes and added provisions.*—

To the extent that costs are set forth in Exhibit "A" as "fixed unit costs" they are in lieu of the actual costs set forth in Article 6 of the contract.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By O. Mitteudorf

Administrator, Defense Minerals Exploration Administration

Pubrij
Hefflund
Jr. acc
Jrisund
Chamberlin
Selfridge
Johnson

BOSS MINES, INC.
(Operator)

By C. L. Heuritt

President

I, Irene A. Johnson, certify that I am the secretary of the corporation named as Operator herein; that C. L. Heuritt, who signed this contract on behalf of the Operator, was then President of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Irene A. Johnson

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—70617-1

EXPLORATION PROJECT CONTRACT
BOSS MINES, INC.
DOCKET NO. DMEA-3548

ANNEX I

The Operator is the lessee-optionee of the Boss Mining Claim, patent No. 3129 and the Atlantus Mining Claim, patent No. 3128, under an agreement dated September 8, 1954, between Neihart Consolidated Silver Mining Company and C. L. Hewitt, which was assigned by C. L. Hewitt to the Operator by an instrument dated September 8, 1954.

The Operator is the lessee-optionee of the Unity Mining Claim, Survey No. 2911 and the Rochester Mining Claim, Survey No. 2866 under an instrument dated November 22, 1954.

These claims are located in the Neihart Mining District, Cascade County, Montana, in Section 29, Township 14 North, Range 8 East, MPM, and are shown on the map attached to Exhibit "A."

EXPLORATION PROJECT CONTRACT
BOSS MINES, INC.
DOCKET NO. DMRA-3548

EXHIBIT "A"

Description of the Work

The work consists of the following:

1. Erect a building, approximately 25 feet by 20 feet, to house compressor and shop and also serve as a change house.

2. Rebuild the road to the Rochester adit, and doze an adit portal with D6 or equivalent bulldozer.

3. Rehabilitate the Rochester adit. This work includes installing track, air and water lines, and vent tube, and cleaning out the adit. The adit shall be not less than 5 feet by 7 feet in cross section in the clear of timber.

4. Extend the Rochester Adit crosscut and drift on the most favorable structure. Not to exceed an aggregate of 650 feet of crosscutting and drifting shall be performed. The direction, location and extent of the crosscut and of the drift shall have prior approval of the Government. The crosscut and drift shall be not less than 5 feet by 7 feet in cross section in the clear of timber.

All workings shall be timbered as necessary.

The exploration work is indicated on the map entitled "Map Showing Veins, Working and Proposed Exploration Program, Boss and Atlantus Claims and Vicinity," attached hereto and made a part hereof.

Estimated Costs of the Project

Fixed Unit Costs

(work item 3) Rehabilitate Rochester adit, 540 ft @ $4.90/ft	$ 2,646.00
Crosscutting and drifting, 650 ft @ $30.00/ft (work item 4)	19,500.00

Timber Rochester Adit crosscut and drift 100 feet @ $5.00/ft $ 500.00

Total Agreed Unit Cost $22,646.00

The Government will contribute to the costs of the rehabilitating, crosscutting, drifting, and timbering, on the basis of the fixed unit costs set forth above for units of work actually performed, in lieu of actual costs. These fixed unit costs include all costs of the work, except those actual costs set forth below under Scheduled Actual Costs, to which the Government will contribute on the basis of Article 6 of the Contract.

Scheduled Actual Costs

(* Indicates maximum in addition to the maximum set forth in Article 6 of the Contract form)

Category (1) Independent Contracts

(work item 2) Repair road and bulldoze adit portal

16 hours of bulldozer @ $12.50/hour $ 200.00

Category (2) Personal Services

(a) Supervision
none

(b) Technical Services

1 Registered professional engineering or geological consultant, 10 days @ $50.00/day 500.00

(c) Labor
none

Category (3) Operating Materials and Supplies
none

Category (4) Operating Equipment - none

Category (5) Initial Rehabilitation and Repairs
none

Category (6) New Buildings, Fixtures, and Installations (Exclusive of Mine Workings)

(work item 1) Erect building $ 450.00

Category (7) Miscellaneous

Assaying - 100 samples* @ $3.50/assay* 350.00*

Total Scheduled Actual Costs	$ 1,500.00*
Estimated Total Cost of the Project	$24,146.00
Government Participation @ 50%	$12,073.00

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 10 1955

MF-203
(Revised July 1, 1954)

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 Montana, County of Cascade, described as follows:1/

Boss Quartz Lode Mining Claim, Patented, Survey Number 3129

Atlantus Quartz Lode Mining Claim, Patented, Survey Number 3128

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/ Boss Mines Inc.

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production 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.

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.

(OVER)

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 8th day of December, 1954.

Neihart Consolidated Silver Mining Co. [Seal]

By John E. Dawson [Seal]
JOHN E. DAWSON, President

Vern C. Christenson [Seal]
By VERN C. CHRISTENSON, Assistant Secretary

DEPARTMENT OF
Defense Minera
REC
JAN 10 1955

MF-203
(Revised July 1, 1954)

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 [redacted], County of [redacted], described as follows:1/

[redacted]

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/ _____

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production 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.

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.

(OVER)

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 The royalty for the security of which this Consent is given is that provided for in Article 8 of Contract 200 of the D.R.A.

Exhibit A is a certified copy of order of Court authorizing the Receiver to execute and deliver this Consent.

Dated this 22nd day of December, 1954.

L. B. Rosenstyne [Seal]

As Receiver of Broadwater Consolidated Mines, a corporation. [Seal]

[Seal]

Address: Harbour Building, Butte, Montana.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF MONTANA, IN AND FOR THE COUNTY OF CASCADE.

28962

JOHN J. STEWART,

Plaintiff,

-vs-

BROADWATER CONSOLIDATED MINES, a corporation

Defendant.

ORDER AUTHORIZING RECEIVER TO EXECUTE AND DELIVER CONSENT TO LIEN.

This matter came on regularly for hearing this day upon the petition of L. B. Esselstyn, Receiver of Broadwater Consolidated Mines, a corporation, for permission to execute and deliver Consent to Lien required by the DMEA in connection with a proposed government loan through said DMEA to Boss Mines, Inc., lessee of

Rochester Lode, U. S. Survey No. 2866, and
Unity Lode, U. S. Survey No. 2911,

and the Court having heard evidence in support of said petition, and being fully advised.

It is hereby Ordered that said Receiver be and she is hereby authorized to execute and deliver the said Consent to Lien.

Done in open Court this 14th day of December, 1954.

J. W. Speer
District Judge

STATE OF MONTANA, County of Cascade. } ss

I hereby certify that the instrument to which this certificate is affixed is a true, correct and compared copy of the original on file in the office of the Clerk of the District Court.

Witness my hand and the seal of the District Court of Cascade County this 20th day of Dec., 1954

ACTS S. [illegible]
Clerk of the
District Court
Cascade County, Montana.

By C. Leithiser
Deputy Clerk.

EXHIBIT A to Consent to Lien

Catherine

for docket

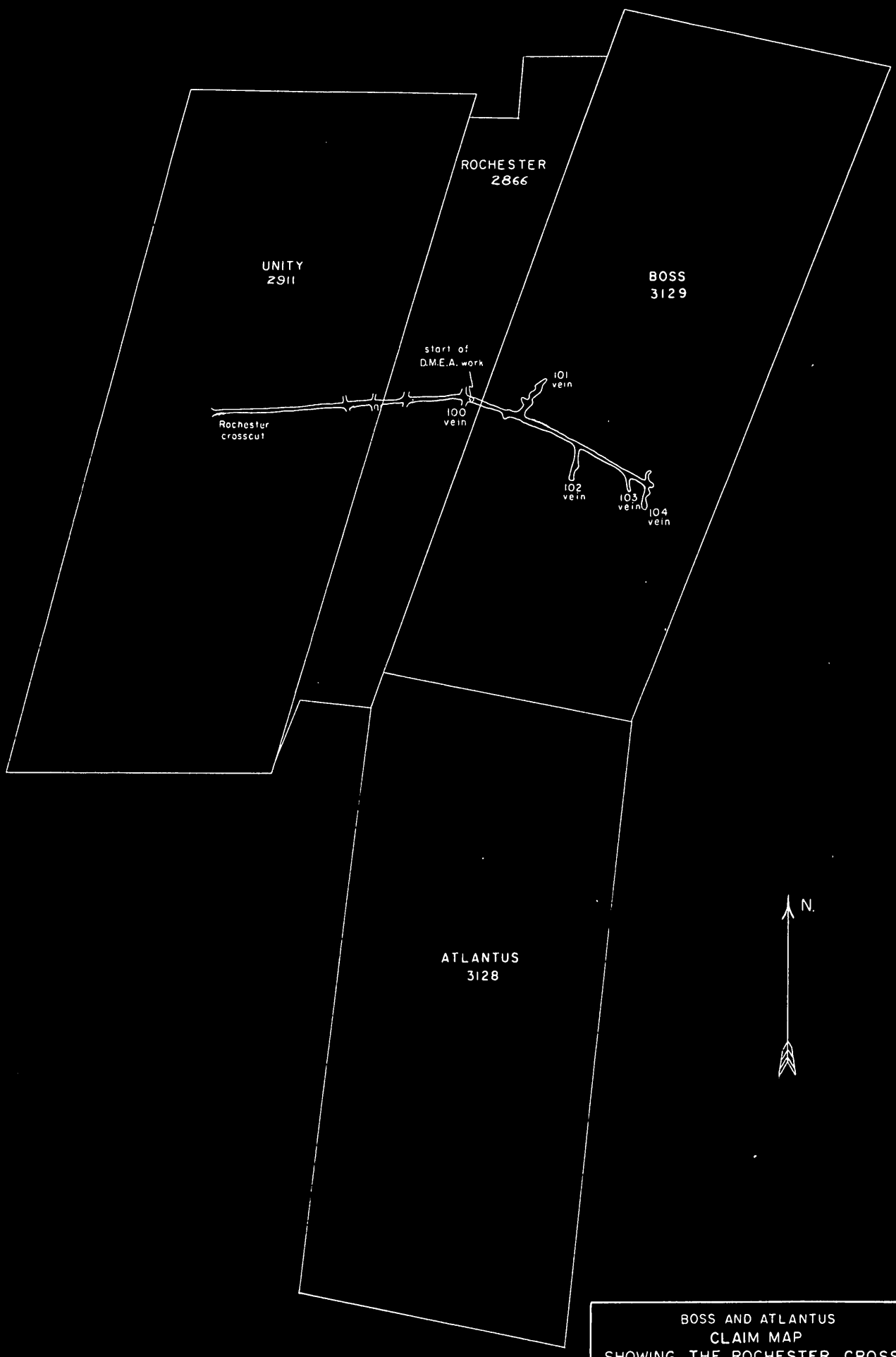
DMEA - 3548

18,018.85
1,680.90

19,699.75

118.46
86.00

204.46



BOSS AND ATLANTUS
CLAIM MAP
SHOWING THE ROCHESTER CROSSCUT

200 100 0 200 400 FEET

Claims from old map,
underground workings by
J. Quinlan and D.M Pinckney
U.S. Geol. Survey 1954 and 1955

PLATE I

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF MONTANA, IN AND FOR THE COUNTY OF CASCADE.

Bureau of Mines Administration
RECEIVED
JAN 10 1955

.. ..

JOHN J. STEWART,	:	
Plaintiff,	:	No. 28962
vs.	:	OPTION AND LEASE.
BROADWATER CONSOLIDATED MINES, a corporation,	:	
Defendant.	:	

.. ..

WHEREAS, the said BROADWATER CONSOLIDATED MINES, a corporation, is under receivership in the above entitled action; and

WHEREAS, L. B. ESSELSTYN is the duly appointed, qualified, and acting Receiver in said above entitled action; and

WHEREAS, said Broadwater Consolidated Mines is the owner of the

> Rochester Quartz Lode Mining Claim,
> Survey No. 2866, and
> Unity Quartz Lode Mining Claim,
> Survey No. 2911,
> in Cascade County, Montana, said
> claims being hereinafter referred to
> as "The Rochester Group", and

WHEREAS, said BOSS MINES, INC. is the holder of an option and lease upon

> The Boss Quartz Lode Mining Claim,
> Patent No. 3129, and the
> Atlantus Quartz Lode Mining Claim,
> Patent No. 3128, in Cascade County,
> Montana, which claims are hereinafter
> referred to as "The Boss Group", and

WHEREAS, said groups adjoin on sidelines:

NOW, THEREFORE, this Agreement made and entered into this 22nd day of November 1954, by and between said L. B. ESSELSTYN as such Receiver, first party, and BOSS MINES, INC., second party, WITNESSETH:

That for valuable considerations paid to said Receiver by second party, the receipt whereof is hereby acknowledged, and in further consideration of the further terms and conditions hereof, first party grants to second party the exclusive right and option to purchase said Rochester group of mines, with the appurtenances, upon the following terms and conditions:

1. The price to be paid to first party by second party for the above optioned property in the event of the exercise of this option is the sum of Twelve Thousand Dollars ($12,000.00), payable on or before December 31, 1959, without interest.

2. All payments made hereunder shall be made to said Receiver at Butte, Montana, or to her successor as such Receiver at such place as may be designated in writing by such successor.

3. During the life of this agreement second party shall have the exclusive right to the possession of the above optioned property, and to mine, explore and develop the same, and to mine and extract ore therefrom, and to market crude the ores so extracted, and the gob now in the stopes and ores upon the dump, and to mill, concentrate, or otherwise treat any such ores for market, and market the concentrates and other products of such milling or other treatment, and retain the proceeds of such ores, concentrates, and other products, subject to the payment of royalties as hereinafter provided.

4. Second party is hereby given the right during the life of this agreement to use the so-called "Rochester Tunnel", for the passage of men and materials, ore and waste, in operating said Boss group and in exploring, developing, and removing ore from ore bodies belonging to said Boss group, and for such purposes may extend said Rochester tunnel to and into said Boss group; but for the transportation of ores through said tunnel from ore bodies belonging to said Boss group, second party shall pay to first party ten cents (10¢) per wet ton. The term "ore"

as here used, means not only ore which may be shipped crude but ore which is of milling grade or which may be held for future milling. No payment for waste nor for the passage of men and/or material shall be required. Second party may make such use of the surface of said Rochester group for the dumpage of waste, of ores, and of mill tailings, as it may see fit, without charge.

Second party has acquired the easement through said Rochester tunnel, executed and delivered by first party as such Receiver under date of December 20, 1951, to one GLENN ZORN, and it is understood and agreed that said easement shall continue in force for the remainder of its term, ten (10) years from December 20, 1951, even though the option and lease herein given may terminate in the meantime. A copy of said easement is hereto annexed, marked "Exhibit A" and hereby made a part hereof.

5. Second party shall have the right during the life of this agreement to install upon said Rochester group such machinery, equipment, mills, and other facilities as it may deem necessary or proper, and use the same for its operations upon said Rochester group and/or upon said Boss group, for the mining, milling, and otherwise treating of ores from either or both of said groups.

6. Second party shall pay to first party a royalty of eight per cent (8%) of the net smelter returns from ores, or the concentrates of ores, marketed from the ore bodies belonging to said Rochester group, including ores and concentrates recovered from the gob in the stopes upon said group or from surface dumps thereon.

7. "Net smelter returns" means the amount paid by the smelter after deducting its smelting and other charges and deductions, and $5.00 per ton for transportation to the smelter.

8. All tonnage payments provided for in paragraph 4 hereof and all royalties paid shall apply as payments upon the purchase

price, but if such payments shall during any calendar year, beginning with the calendar year 1955, total less than Six Hundred Dollars ($600.00), second party shall as a condition to the continuance of this option and lease in force pay to first party the difference between the total of such payments and Six Hundred Dollars ($600.00); such payment to be made within twenty (20) days after the end of the calendar year on account of which such deficiency shall exist.

9. Said Receiver, or her agents, may at their own risk and at all reasonable hours go upon said premises and into the workings thereon and the mills and other improvements thereon for the purpose of inspection and the taking of samples.

10. Second party may cut timber standing upon said Rochester Group for use in its operations upon said group, and may use down timber for such purposes.

11. Second party shall keep an accurate record of the tonnage of ore from Boss Group ore bodies transported through said Rochester tunnel, and after production of Boss ore has begun, shall, on or before the 15th day of each calendar month, make a written report to first party of the tonnage so transported during the then next preceding calendar month, and shall, on or before such 15th day of such month, transmit to first party said price of 10¢ per wet ton for such tonnage. Tonnage may be determined by weight or by cubic footage of content of mine cars used, 15 cubic feet of broken ore to be deemed the equivalent of a wet ton.

12. A copy of this agreement shall be deposited with any smelter or other purchaser of any products of operations hereunder and such smelter or other purchaser is directed to deduct the royalties herein provided for and pay the same to the first party at Butte, Montana, or to her successor as such Receiver, at such address as such successor shall indicate in writing.

13. No ores shall be removed from the ore bodies belonging

to said Rochester group except for marketing or for processing and marketing, and second party shall not, after the forfeiture or other termination hereof, remove from said Rochester group any such ores but shall be entitled to receive the proceeds of any such ores then in transit to market, subject to the payment of royalties as herein provided.

14. All work done hereunder shall be done in a good miner-like manner, consistent with good mining practice; and while employing men second party shall keep qualified under one of the plans of the Montana Workmens' Compensation Act.

15. Second party shall, during the life of this agreement, pay, before delinquent, all gross metal mines taxes, net proceeds taxes, and all federal, state and county and other public taxes, assessments and charges lawfully levied upon the improvements, machinery, equipment, and personal property placed upon said optioned property by second party, or against any operations hereunder, or the products of such operations.

16. In the event of the failure of second party to keep, observe and perform each and all of the terms and conditions hereof on its part, first party may declare a forfeiture hereof by giving second party written notice of its intention to declare such forfeiture, specifying in such notice the default or defaults by reason of which such forfeiture is to be declared; and if second party shall, within sixty (60) days after the service of such notice upon it, cure and correct such specified default or defaults, then this agreement shall continue in force as though such default or defaults had not occurred; but if second party shall not, within said period cure and correct such default or defaults, such forfeiture shall become complete and all rights of second party hereunder, other than its rights under said Glenn Zorn easement, shall terminate at the end of such sixty (60) day period, without further notice; but second party shall still be liable to first

party upon any obligation theretofore accruing, including the payment of royalties upon products in transit to market.

17. Notice to second party may be given by personal delivery to an officer of second party, or by registered mail, enclosed in an envelope, securely sealed, addressed to second party at Helena, Montana, c/o C. L. Hewitt, with postage fully prepaid thereon, and deposited in the United States Post Office at Helena or Butte, Montana.

18. In the event of the forfeiture or other termination of this agreement second party shall surrender to first party immediate possession of the above optioned property, except its rights under said Glenn Zorn easement, and subject to the right of the second party to remove machinery and other property as hereinafter provided; and all payments made to first party by second party shall in the event of such termination be retained by first party as liquidating damages and as rental.

19. Within ninety (90) days after the termination of this agreement for any cause or in any manner second party may remove from said optioned property all mining machinery and other equipment placed thereon for the purpose of mining ore bodies belonging to said Rochester group but shall not be required to remove any buildings, mills, or other structures placed upon said Rochester group consistently with the terms of said Glenn Zorn easement, which buildings, mills, and other structures may remain and be used by second party during the then remainder of the term of said Glenn Zorn easement for the mining and milling of ores from the ore bodies belonging to the said Boss Group as hereinbefore specifically permitted; and except that mine timbering may not be removed; and second party shall have the right of ingress and egress for the purpose of removing such machinery and equipment so used in operations upon the Rochester group ore bodies. If such removal is not then feasible by reason of weather, snow, or road

conditions, the time for such removal shall be automatically extended so that second party may have ninety (90) days of feasible weather, snow, and road conditions in which to make such removal; but while awaiting such removal the property so to be removed shall be so disposed as not to interfere with operations by first party or its lessees or other contractees.

20. Second party shall conduct all operations hereunder in such a manner as not to subject first party, or said Receivership or any of the property of said Broadwater Consolidated Mines to any liability for debts or other obligations or to liability for damages incurred in or arising out of any operations of second party hereunder; and second party hereby agrees to hold first party, said Receivership, and said property harmless from any and all such debts or other obligations and liability for damages and all costs arising therefrom.

21. On the payment to first party by second party of the said purchase price as and when herein provided and while this agreement is in full force and effect first party shall execute and deliver to second party a grant deed conveying said mining claims hereinabove referred to as the Rochester Group to second party.

22. This agreement shall be binding upon and inure to the benefit of the successors of said L. B. Esselstyn, as Receiver in the above entitled proceeding; and shall be binding upon and inure to the benefit of the parties to the above entitled action and their respective successors and assigns; and shall be binding upon and inure to the benefit of said Broadwater Consolidated Mines in the event of the termination of said Receivership and the restoration of control of its properties to said corporation during the life of this agreement; and this agreement shall be binding upon and inure to the benefit of the second party, its successors and assigns.

23. This agreement is entered into by said Receiver pursuant to an Order of the said District Court of the Eighth Judicial District of the State of Montana, in and for the County of Cascade, in said action of John J. Stewart, Plaintiff, versus Broadwater Consolidated Mines, a corporation, Defendant, No. 28962, pending in said Court.

In Witness Whereof, the parties hereto have executed these presents the day and year herein first above written.

/s/ L. B. Esselstyn
As Receiver of Broadwater Consolidated Mines, a corporation

FIRST PARTY

BOSS MINES, INC.

By /s/ C. L. Hewitt
Its President

ATTEST:

/s/ Irene A. Johnson
Its Secretary

(CORPORATE SEAL)

SECOND PARTY.

STATE OF MONTANA)
: SS
COUNTY OF SILVER BOW)

On this 18th day of November, 1954, before me A. G. Shone, a Notary Public for the State of Montana, personally appeared L. B. ESSELSTYN, known to me to be the person whose name is subscribed to the within instrument as Receiver of Broadwater Consolidated Mines, a corporation, and acknowledged to me that she executed the same as such Receiver.

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

/s/ A. G. Shone
Notary Public for State of Montana
Residing at Butte, Montana
My Commission expires April 23, 1956.

(NOTARIAL SEAL)

STATE OF MONTANA)
: SS.
COUNTY OF LEWIS AND CLARK)

On this 23rd day of November, 1954, before me, C. E. PEW, a Notary Public for the State of Montana, personally appeared C. L. HEWITT, known to me to be the President of BOSS MINES, INC., the corporation that executed the within instrument, and acknowledged to me that said Corporation executed the same.

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

/s/ C. E. Pew
Notary Public for State of Montana
Residing at Helena, Montana
My commission expires Sept. 30,1956

(NOTARIAL SEAL)

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF MONTANA, IN AND FOR THE COUNTY OF CASCADE.

JOHN J. STEWART, Plaintiff,	:	
	:	No. 28,962
vs.	:	E A S E M E N T.
BROADWATER CONSOLIDATED MINES, a corporation, Defendant.	:	

This contract, entered into between L. B. ESSELSTYN, as Receiver of BROADWATER CONSOLIDATED MINES, a corporation, and in behalf of the said corporation, party of the first part, and GLENN ZORN of 825 Madison, Helena, Montana, the party of the second part.

W I T N E S S E T H: That the said first party does hereby give and grant, for the covenants herein set out, an easement giving him the right of ingress and egress through a certain cross-cut tunnel known as the "Rochester Tunnel", which begins on the "Unity Quartz Lode Mining Claim", Survey No. 2911, and goes into and through the Rochester Quartz Lode Mining Claim, Survey No. 2866. This easement is to last for ten years from the date hereof, and the said Glenn Zorn, for the use of the said tunnel, agrees to pay Ten (10¢) cents per ton for all ore going through the said tunnel from other properties than the properties of the Broadwater Consolidated Mines. There shall be no payment for waste rock going through the said tunnel, and any amount thereof is permitted to go through free, and be dumped on the land of the said Broadwater Consolidated Mines, and there shall be no payment for other use of the said tunnel, or of the said land for dumping provided that the dump be adjacent to the portal of the said tunnel.

Said Glenn Zorn is permitted to place buildings and machinery on the said Unity Claim, and to remove the same within four months after any work ceases.

This easement is made pursuant to an Order of the above entitled Court of date December 13th, 1951.

IN WITNESS WHEREOF the parties heretohave hereunto set their hands and seals this 20th day of December, 1951.

BROADWATER CONSOLIDATED MINES, a corporation

L. B. ESSELSTYN
Receiver.

GLENN ZORN

(Above properly acknowledged before Notary Publics by both parties thereto).

EXHIBIT "A"

I, C. E. Pew, of Helena, Montana, do hereby Certify:

The foregoing ten (10) pages contain a full, true, and compared copy of the option and lease, dated November 22, 1954, executed by L.B.Esselstyn, as Receiver of Broadwater Consolidated Mines, as first party, and Boss Mines, Inc., a Montana corporation, as second party, said option and lease covering

Rochester Quartz Lode Mining Claim, U.S.Survey No. 2866, and

Unity Quartz Lode Mining Claim, U.S.Survey No. 2911,

Situated in Cascade County, Montana,

the original of which option and lease is in my files. I am the attorney for said Boss Mines, Inc., and prepared said option and lease.

Dated December 22, 1954.

C. E. Pew

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
OCT 25 1954

October 21, 1954

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

Re: DMEA application (lead-zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana

Dear Mr. Selfridge:

Enclosed are the following documents in connection with the above-cited property:

1. The original and two copies of an application presented by Mr. C. L. Hewitt, president of Boss Mines, Inc., 545 N. Rodney St., Helena, Montana.

2. Form MF-203 (Rev. 7/1/54) executed by John E. Dawson for the Neihart Consolidated Silver Mining Company covering Boss Lode Mining Claim, Patent No. 3129, and Atlantus Lode Mining Claim, Patent No. 3128.

3. Original and three copies of a cost analysis prepared by S. W. Zoldok, Bureau of Mines, for a proposed exploration project at Boss Mines, Inc. property.

Application to explore this property was first made by Glen Zorn and C. E. Vanman (Docket No. DMEA 2015). J. J. Quinlan and W. P. Puffett, Geological Survey, recommended exploration at the property in a memorandum dated February 8, 1952. On April 26, 1952, contract No. Idm-E307 was signed by the Government. Amendment No. 1, dated June 10, 1952, extended the starting time; Amendment No. 2, dated June 24, 1952, extended the starting time again. The contract was rescinded on August 14, 1952, before any work had been done.

The property changed hands and Mr. C. L. Hewitt, who now has it under lease, has made an application to explore the property. His exploration program is essentially that of the previous contract except for 100 feet more of drifting. This additional work is considered appropriate.

No work has been done at the property since the previous contract was rescinded; thus the statement of the Field Team, dated February 11, 1952, recommending favorable consideration of the proposed contract still applies.

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

Enclosures

cc: USBM (2)
Quinlan

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

1201 N. Division St.
Spokane 2, Washington
October 21, 1954

MEMORANDUM

To: DMEA Field Team, Region II

From: S. W. Zoldok, Mining Engineer, Bureau of Mines

Subject: Cost analysis, Boss Mines, Inc., Boss and Atlantus Claims, Cascade County, Montana, DMEA application (lead-zinc)

The applicant's request for exploration aid costing $27,865.00 for 550 feet of adit rehabilitation and 500 feet of crosscut and drift is considered excessive.

Should the Government decide to participate in an exploration project with the applicant, the following unit costs are recommended for consideration. The costs are based on rehabilitating the Rochester adit for 540 feet in addition to extending the adit for another 350 feet, and 300 feet of drifting on the most favorable structure. The Rochester adit is in good condition with the exception of a small cave near the face and a sloughed portal.

Estimated Costs of the Work

Bulldozer - D6 or equivalent @ $12.50/hr., fully operated, 16 hours, for rebuilding road and dozing tunnel portal

Compressor building, shop, dry
500 sq. ft. floor area @ $0.90/sq. ft.

Rehabilitating Rochester adit
540 feet @ $4.90/ft.

Cost arrived at as follows:

Rail and accessories - 540' @ $1.46/ft.	$ 788.40
Pipe " " - 540' @ 1.45/ft.	783.00
Ventube - 540' @ 1.00/ft.	540.00
Labor: 2 men, 15 days @ $15.00/day, plus overtime and insurance	534.60
Total	$2,646.00

Cost per foot - $4.90

Crosscutting and drifting, 650 feet @ $30.00/ft. - 5'x7' in the clear

Cost of crosscut and drift arrived at as follows:

Labor	$10.00/ft.
Supervision	2.00
Insurance & taxes - 10%	1.20
Bits and steel	1.40
Rails, ties & accessories	1.46
Pipe and accessories	1.45
Explosives	3.15
Ventube	1.00
Misc. tools	0.20
Repair parts	0.64
Equipment rental	5.60
Fuel & lube oil	1.40
Misc. supplies	.50
Total	$30.00/ft.

Timbering 100 feet @ $5.00/ft. This is the minimum cost at which timbering can be placed. Timbering is to be a standard set, 5'x7' in the clear, and to be used where necessary either in rehabilitating the Rochester adit or in new work.

Registered professional engineering or geological consultant, 10 days @ $50/day

Assaying 100 samples @ $3.50/ea.

Contingencies - none

Recommended Unit Costs

Item	Units	Unit Cost	Total Cost
Bulldozing	2 days	$100.00/day	$ 200.00
Compressor house	1 (20'x25')		450.00
Rehab. Rochester adit	540 feet	4.90/ft.	2,646.00
Crosscut and drift	650 feet	30.00/ft.	19,500.00
Timber	100 feet	5.00/ft.	500.00
Technical services	10 days	50.00/day	500.00
Assaying	100 samples	3.50/ea.	350.00
Total			$24,146.00
Government participation @ 50%			12,073.00

The applicant is primarily a promoter; however, he has operated some mines in the past thirty-five years. Any contract granted should be on a unit cost basis.

S. W. Zoldok

S. W. Zoldok

Orig. & 3 cys - Wash.
USGS (2)
DMEA
SWZ/he

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
SEP 13 1954
U. S. G. S.
SPOKANE, WASH.

APPLICATION FOR AID IN AN EXPLORATION PROJECT, PURSUANT TO DMEA ORDER 1, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

Not to be filled in by applicant

Docket No. 3548
Metal or Mineral Lead-Zinc
Date Received
Estimated Cost $27,865
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: BOSS MINES, INC.
c/o C. L. Hewitt
545 N. Rodney Street
Helena, Montana

(*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 "Boss" Lode Mining Claim - Patent No. 3129
"Atlantus" " " " " " 3128
Situated in Neihart Mining District, Cascade County, Montana.
(Easement for use of "Rochester" tunnel)

(*b*) State any mine name by which the property is known. "Boss and Atlantus"

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise Lessee

(*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 - (Owners' statement)

(*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.*—(*a*) State the mineral or minerals for which you wish to explore .....

(*b*) Describe fully the proposed work, including a map or sketch of the property showing a plan (and cross sections if needed) of any present mine workings, and the location of the proposed exploration work as related to such features as contacts, veins, ore-bearing beds, etc.

(*c*) The work will start within ...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)? YES

(*b*) How do you propose to furnish your share of the costs? CASH

[X] 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 Sept. 11TH., 1954

Boss Mines Inc.
(Applicant)

By O. L. Hewitt Pres.

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.

3. (d) Submitting Lease and Option agreement, with C. L. Hewitt assignment, also Rochester Tunnel easement and assignments.

3. (e) Mr. John Dawson, a responsible business man of Great Falls, Montana, who is Vice President of the owning company, affirms that there are no liens or encumbrances against the property.

3. (f) Claims both patented.

4. No work now in progress on the property. The only accessible workings on the property consist of a dozer cut exposing a vein approximately 50 feet in width to a depth of approximately 12 feet, shown on map marked "Docket 2015, D.M.A." which was made to accompany the application of Glen Lake in 1951, for DMA loan.

There are also two shallow shafts on Boss claim showing a 40-inch vein (north cut indicates as "A", south shaft indicates as "B".

4. (b) No known past production and no ore blocked out.

4. (c) Country rock is a hard Gneiss. Not sufficient work on the 50-foot vein to determine nature of the deposit, but smaller vein "A" structure indicates that it is a fissure vein, dipping westerly approximately 63 degrees.

Samples		Width	Au	Ag,oz	Pb%	Zn%
No. 1	N. Cut on "A" vein	39"	Tr.	7.1	1.9	1.8
2	3. Shaft on "A" vein	40"	Tr.	26.4	2.1	1.2
3	Dozer cut	49"	Tr.	3.2	2.2	0.1

All samples taken were from oxidized zone. In the Neihart District there is generally a sharp increase in all values when the sulphide zone is reached. The change to sulphide generally occurs at approximately 50 feet in depth.

4. (d) The road to portal of the "Rochester" tunnel requires 1/4 mile of rebuilding and one 24" steel culvert 20 feet long.

The distance from Rochester portal to hard surfaced highway in Neihart is .73 miles.

The Montana Power distribution line is within .3 miles from portal of "Rochester" tunnel. However, we do not plan on using electric power until the 1-cut is completed.

The distance from Neihart to the A.S.&R. smelter at East Helena is 112 miles via White Sulphur Springs and Townsend, Montana. The distance from Neihart to Armington, terminal of Great Northern R R branch line from Great Falls, Montana, is approximately 30 miles.

Supply point for heavier supplies is Great Falls, Montana, 62 miles of good, hard surfaced highway.

Residence point is Neihart, with a population of approximately 300.

4. (e) We have good miners, formerly employed by us, ready to start work at once on contract basis. There is also local labor and miners available in Neihart. General supplies from Great Falls, Montana.

We propose to rent the equipment now available for the crosscut work. Water for drilling from sump in tunnel. Water for other uses in stream within 50 feet of portal, sufficient for 100-ton mill, 200 G P M. Electric power from Montana Power distribution line within .3 miles from point where it will be used for compressor, etc. However, we propose to use gasoline operated compressor for the crosscut work.

5. Minerals for which we wish to explore are silver, lead, and zinc. Have also found some rock that fluoresces, but if it is scheelite, it is very weak.

5. (b) We have surface rights on the Unity claim, survey 2911 on which is situated the portal of the "Rochester" tunnel. We have an easement giving us working rights thru the "Rochester" tunnel, which extends 550' easterly crossing through the "Rochester" claim and terminating close to the side line of the "Ross" claim where our veins are exposed. We propose to rehabilitate this tunnel (Rochester), make a turn of approximately 21 degrees to the south of the course of the Rochester tunnel and continue for a distance of 360 feet, to cross into the Ross claim and through the large vein. The 40-inch vein should be cut within 68 feet from where we start. After the crosscut is completed, we propose to drift 300 feet on the vein which has the best showing of lead and zinc.

5. (c)

5. (d) I, C. L. Hewitt, have had 35 years' experience as manager in charge of development work, metallurgical testing, mill design and mill construction. My son, B. W. Hewitt, has worked with me continuously for the past eight years, since coming out of four years' service in the U. S. Navy, as miner, mill-man, and assistant. He has had several drifting and raising contracts, so is thoroughly familiar with that work. He has secured a house in Neihart and will live there, in charge of the work and will also take care of the compressor, timber framing, supply man and all outside work.

I will spend about one-half of my time on the job and direct the work through B. W. Hewitt.

6. (a)	Contract for 500 ft. X-cut and drift, contractor to furnish all supplies, including fuel for power, etc., at estimated cost of $32.00 per ft. This figure is high due to extreme hardness of rock.	$16,000.00	
6. (b)	B. W. Hewitt, full time $400 per month, for 4 months	1,600.00	
	C. L. Hewitt, expenses only while at mine, estimated $200 per month, 4 months	800.00	
		$18,400.00	$18,400.00
6. (d)	We have arranged for the rental of a 12 B mucking machine, 160 CFM Worthington portable air compressor 2000 ft 20-pound mine rails, fish plates, bolts 200 4 x 6 wooden ties 1000 ft. 3" and 2" air pipe, 1000 ft. 1" and 3/4" water pipe 4 ft x 3 ft receiver tank for pressure water to drill 42" x 12 ft air receiver for compressed air outside 4 ft x 4 ft air receiver for installation 550 ft inside COPCO (Swede) drill with pusher leg and R 58 I R stoper for reserve Bit grinder for carbide insert bits 2-1/2 ton G M C 6 x 6 truck with snow plow, 1/2 ton Dodge Power wagon E I M C O air trammer, 3 side dump ore cars, 24 Cu. Ft. cap. This equipment valued at $11,670 and rental basis $500 per month, 4 months	$ 2,000.00	$ 2,000.00

6. (e)	Cost of rehabilitating Rochester tunnel to its present face, 550 ft., portal now caved for 70 ft.		
	Dozer for clearing as much of portal as possible, 4 days @ $100	$ 400.00	
	Dozer for rebuilding road to tunnel portal, 3 days @ $100	300.00	
	20 ft length of 24" steel culvert	60.00	
	2 men 30 days, timbering and laying track 30 days @ $15	900.00	
		$ 1,660.00	$ 1,660.00
6. (f)	Corrugated iron building (removable) 16 ft x 32 ft material	$ 900.00	
	Corrugated iron building-hauling and erection	600.00	
	(This building to house truck, compressor, shop and change room)	$ 1,500.00	$ 1,500.00
6. (g)	Cost of repairs and maintenance on rented eq. at $150 per mo., for 4 months	$ 600.00	
	Assaying @ $90 per month, for 4 months	360.00	
	Accounting, $50 per month (CPA) for 4 months	200.00	
	Workmens Compensation, Unemployment, Social Security, per month $108; for 4 months	432.00	
	Supervisor, $45 per month, for 4 months	180.00	
		$ 1,772.00	$ 1,772.00
	Total		$25,332.00
6. (h)	10% additional allowed for contingencies		$ 2,533.00
			$27,865.00

This agreement, made this day of September, 1954, by and between Neihart Consolidated Silver Mining Company, of Great Falls, Montana, First Party and C. L. Hewitt of Helena, Montana, Second Party, WITNESSETH:

That for valuable considerations, to it in hand paid by second party, the receipt for which is hereby acknowledged, and in further consideration of the terms and conditions herein contained, first party hereby grants to second party the exclusive right and option to purchase, within the time, and upon the terms and conditions hereinafter set forth, those certain mining claims, situated in the Neihart Mining District, County of Cascade, Montana, to wit: The Boss Mining Claim, patent number 3129 and the Atlantus Mining Claim, patent number 3128, together with appurtenances.

1. Purchase Price and Terms of Payment: The price to be paid to first party by second party in the event of the purchase by him of said optioned property under this option is the sum of Twenty-Five Thousand Dollars ($25,000), to be paid on or before the day of September, 1959.

2. Right of Possession: During the life of this agreement second party shall have the right to occupy said mining claims and to explore, develop and/or mine said mining claims, to extract ore therefrom and market the same and retain the proceeds thereof, subject to the payment of royalties and to the other provisions hereof: and may construct roadways and other facilities, including power transmission lines, as he may deem best, and to use the same in his operations hereunder.

3. Royalties: Second party agrees to pay to first party, as royalty, ten per cent of the net mill or smelter returns on all ore or concentrates produced from ore taken from said mining claims. The term "net returns" means the amount paid for ore or concentrates, or any other products, by any mill or smelter, after the deduction by said mill or smelter of the transportation charges from mine to mill or smelter, and the customary mill or smelter deductions and charges. The purchaser of said ores or concentrates will be instructed to pay said royalties direct to the first party or to any bank designated by it. All sums of money paid to said Lessor, by said lessee, in the form of cash, or royalties from ore extracted from said premises shall apply as payments on the purchase price of said premises.

4. Work Requirements: To work and mine said premises in a manner which will result in the greatest amount of production when conditions permit. From the date of the execution of this Agreement, at least 300 man shifts of work, of eight hours each, shall be performed upon said premises each year.

To start work within thirty (30) days after the execution of this Agreement.

5. Escrow: After $10,000 has been paid upon the purchase price, first party will, at the request of second party, and upon his payment of the escrow fee, execute and acknowledge a grant deed of said mining claims to second party, and place the same in the First National Bank and Trust Company, of Helena, Montana, in escrow: and said bank shall hold such deed and deliver the same to second party upon the completion of the purchase price of

Twenty-five Thousand Dollars ($25,000), while this agreement is in full force and effect; but in the event of the forfeiture of this agreement without the payment of said purchase price, said bank shall hold such deed subject to the orders of the first party.

6. Character of Work: All work done hereunder must be done in a minerlike manner, all access workings to be timbered where necessary, and in case of forfeiture or surrender of this agreement such access workings shall be left in good condition, all consistent with good mining practice.

7. Workmens' Compensation Act: Second party agrees at all times to fully comply with the provisions of the Workmens Compensation Act and all other laws of the State of Montana, pertaining to the employment of labor.

8. Forfeiture: In the event of the failure of the second party to comply with any of the terms and conditions of this agreement as herein set forth, this agreement shall become null and void, but if the first party shall claim a forfeiture, it shall, before a forfeiture shall become complete, give second party notice in writing of its intention to declare a forfeiture, specifying therein the alleged grounds of forfeiture: and if second party shall fail to cure and correct any default of which he may then be guilty, within thirty (30) days after the service of such notice, then this agreement shall become null and void at the end of such thirty (30) day period; but if second party shall, within said thirty (30) day period, cure and correct all defaults of which he shall then be guilty, then this agreement shall continue in force as though no default had occurred and as though such notice had not been given. Such notice may be served upon second party personally or by registered mail addressed to him at Helena, Montana.

9. In the event of the forfeiture or surrender of this agreement by second party, first party shall retain all payments theretofore made to it, as liquidated damages and as rental. Second party shall have the right, within 90 days to remove any personal property placed on said property by him, but all ore bins, trestles and permanent buildings shall not be removed and shall become a part of the property.

10. Inspection: First party shall have the right, personally or by its agent, duly authorized in writing, to enter upon said mining claims and into the workings thereon for the purpose of inspection at any reasonable time, but at their own risk and expense and without interference with the operations of the second party.

11. Right of Assignment: First party agrees that second party may assign this agreement in its entirety to a corporation to be formed for the purpose of operating said property.

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

13. This agreement is entered into by first party in pursuance of a resolution of its Board of Directors.

In Witness Whereof the parties hereto have executed these presents the day and year hereinabove first written.

NEIHART CONSOLIDATED SILVER MINING COMPANY,
First Party
By (S) JOHN E. DAWSON
Its Vice-President.

Attest:

(S) FRED J. BROWN
Its Secretary.
ACTING SEC.

(S) C. L. HEWITT.

(Corporate seal)

State of Montana,)
) SS.
County of Cascade,)

On this 9 day of September, 1954, before me, V.C. CHRISTENSON, personally appeared John E. Dawson, known to me to be the Vice President of the Neihart Consolidated Silver Mining Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In Witness Whereof I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

V. C. CHRISTENSON
Notary Public for the State of Montana, residing at Great Falls, Montana. My commission expires APR. 7 - 1956.

(Notarial seal)

(S) C. L. HEWITT.
C. L. Hewitt
Second Party

State of Montana,)
County of CASCADE ,) ss.

On this 9 day of September, 1954, before me, V.C. CHRISTENSON ~~C.E. PENN~~, a notary public for the State of Montana, personally appeared .. .. Hewitt, 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 first above written.

~~C.E. PENN~~ V.C. CHRISTENSON
Notary Public for the State of Montana,
residing at GREAT FALLS MONT., Montana.
My commission expires SEPT 30-1956.

(Notarial seal)

KNOW ALL MEN BY THESE PRESENTS: That I, C. L. HEWITT, of Helena, Montana, for valuable considerations to me in hand paid by BOSS MINES, INC., a Montana corporation, the receipt whereof is hereby acknowledged, do hereby assign, transfer and set over to said Boss Mines, Inc., that certain option and lease, executed by Neihart Consolidated Silver Mining Company, a Montana corporation, of Great Falls, Montana, as first party, and by myself as second party, said option and lease being dated September 8/1954, 1954, and covering the BOSS Quartz Lode Mining Claim, patented, U.S.Survey No. 3129, and the ATLANTUS Quartz Lode Mining Claim, patented, U.S.Survey No. 3128, situated in Neihart Mining District, in Cascade County, Montana;

Together with all my rights thereunder, but subject to the unfulfilled terms and conditions thereof on the part of the second party thereto; said option and lease being hereto annexed and identified by my initials.

Witness my hand this 8th day of September, 1954.

C. L. Hewitt

CLH.

STATE OF MONTANA)
: SS.
County of Lewis and Clark)

On this 8th day of September, 1954, before me, C. E. PEW, a Notary Public for the State of Montana, personally appeared C. L. HEWITT, known to me to be the person whose name is subscribed to the foregoing assignment, and acknowledged to me that he executed the same.

Witness my hand and notarial seal the day and year in this certificate first above written.

C. E. Pew

Notary Public for the State of Montana
Residing at Helena, Montana.
My commission expires Sept. 30, 1956.

(Notarial Seal)

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF MONTANA, IN AND FOR THE COUNTY OF CASCADE.

JOHN J. STEWART, Plaintiff,	:	No. 28,962
vs.	:	E A S E M E N T.
BROADWATER CONSOLIDATED MINES, a corporation, Defendant.	:	

This contract, entered into between L. B. ESSELSTYN, as Receiver of BROADWATER CONSOLIDATED MINES, a corporation, and in behalf of the said corporation, party of the first part, and GLENN ZORN of 825 Madison, Helena, Montana, the party of the second part,

W I T N E S S E T H: That the said first party does hereby give and grant, for the covenants herein set out, an easement giving him the right of ingress and egress through a certain cross-cut tunnel known as the "Rochester Tunnel", which begins on the "Unity Quartz Lode Mining Claim", Survey No. 2911, and goes into and through the Rochester Quartz Lode Mining claim, Survey No. 2866. This easement is to last for ten years from the date hereof, and the said Glenn Zorn, for the use of the said tunnel, agrees to pay Ten (10¢) cents per ton for all ore going through the said tunnel from other properties than the properties of the Broadwater Consolidated Mines. There shall be no payment for waste rock going through the said tunnel, and any amount thereof is permitted to go through free, and be dumped on the land of the said Broadwater Consolidated Mines, and there shall be no payment for other use of the said tunnel, or of the said land for dumping, provided that the dump be adjacent to the portal of the said tunnel.

Said Glenn Zorn is permitted to place buildings and machinery on the said Unity Claim, and to remove the same within four months after any work ceases.

This easement is made pursuant to an Order of the above entitled Court of date December 13th, 1951.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 20th day of December, 1951.

BROADWATER CONSOLIDATED MINES, a corporation,

L. B. ESSELSTYN
Receiver.

GLENN ZORN

For value received I hereby assign all my right, title and interest in the above Easement to C. L. Hewitt.

/s/ GLEN ZORN August 27, 1954

STATE OF MONTANA,)
: ss.
COUNTY OF SILVER BOW,)

On this 20th day of December, 1951, before me, A. G. SHONE, a Notary Public for the State of Montana, personally appeared L. B. ESSELSTYN, as Receiver of Broadwater Consolidated Mines, a corporation, to me known to be the person described in, and whose name is subscribed to the within instrument, and acknowledged to me that she 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.

A. G. SHONE
Notary Public for the State of Montana, residing at Butte. My commission expires April 18, 1953.

(NOTARIAL SEAL)

STATE OF MONTANA,)
: ss.
COUNTY OF SILVER BOW,)

On this 20th day of December, 1951, before me, A. G. SHONE, a Notary Public for the State of Montana, personally appeared GLENN ZORN, to me known to be the person described in, and 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.

A. G. SHONE
Notary Public for the State of Montana, residing at Butte. My commission expires April 18, 1953.

(NOTARIAL SEAL)

THIS INDENTURE made this 9 day of September, 1954 by and between C. L. HEWITT and EDITH F. HEWITT, his wife, of Helena, Montana, Grantors, and BOSS MINES, INC., a Montana Corporation, Grantee, WITNESSETH:

That for valuable considerations, passing from the Grantee to the Grantors, receipt whereof is hereby acknowledged, the Grantors hereby sell and convey to the Grantee that certain easement through a certain cross-cut tunnel known as the "Rochester Tunnel" which begins on the Unity Quartz Lode Mining Claim, Survey No. 2911, and passes into and through the Rochester Quartz Lode Mining Claim, Survey No. 2866; being the easement conveyed to Glen Zorn by L. E. Esselstyn, Receiver of the Broadwater Consolidated Mines, a Corporation, by a contract dated December 20, 1951, a copy of which is hereto attached marked EXHIBIT A and hereby made a part hereof.

IN WITNESS WHEREOF the Grantors have executed this instrument the day and year herein first above written.

C. L. HEWITT

EDITH F. HEWITT.

STATE OF MONTANA)
: SS.
County of Lewis and Clark)

On this 9 day of September, 1954, before me, C. E. PEW, a Notary Public for the State of Montana, personally appeared C. L. HEWITT and EDITH F. HEWITT, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

C E PEW
Notary Public for the State of Montana
Residing at Helena, Montana
My commission expires September 30, 1956.

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF MONTANA, IN AND FOR THE COUNTY OF CASCADE.

JOHN J. STEWART, Plaintiff,	:	No. 28,962
vs.	:	E A S E M E N T.
BROADWATER CONSOLIDATED MINES, a corporation, Defendant.	:	

This contract, entered into between L. B. ESSELSTYN, as Receiver of BROADWATER CONSOLIDATED MINES, a corporation, and in behalf of the said corporation, party of the first part, and GLENN ZORN of 825 Madison, Helena, Montana, the party of the second part,

W I T N E S S E T H: That the said first party does hereby give and grant, for the covenants herein set out, an easement giving him the right of ingress and egress through a certain cross-cut tunnel known as the "Rochester Tunnel", which begins on the "Unity Quartz Lode Mining Claim," Survey No. 2911, and goes into and through the Rochester Quartz Lode Mining Claim, Survey No. 2866. This easement is to last for ten years from the date hereof, and the said Glenn Zorn, for the use of the said tunnel, agrees to pay Ten (10¢) cents per ton for all ore going through the said tunnel from other properties than the properties of the Broadwater Consolidated Mines. There shall be no payment for waste rock going through the said tunnel, and any amount thereof is permitted to go through free, and be dumped on the land of the said Broadwater Consolidated Mines, and there shall be no payment for other use of the said tunnel, or of the said land for dumping, provided that the dump be adjacent to the portal of the said tunnel.

Said Glenn Zorn is permitted to place buildings and machinery on the said Unity Claim, and to remove the same within four months after any work ceases.

This easement is made pursuant to an Order of the above entitled Court of date December 13th, 1951.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 20th day of December, 1951.

BROADWATER CONSOLIDATED MINES, a corporation,

L. B. ESSELSTYN
Receiver

GLENN ZORN.

EXHIBIT A.

SPOKANE 2, WASHINGTON

OFFICIAL BUSINESS

70 CENTS 20 1 CENT 1

OC 6 1954

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

Docket copy

PROJECT SUMMARY REPORT

By: W. R. Griswold January 11, 1960

1. Docket No. DMEA 3548 (Lead-Zinc)
Contract No. Idm-E743
Boss and Atlantus Claims
Cascade County, Montana

Operator: Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Operator's Property Rights:

Lessee - Optionee under agreements dated September 8, 1954 and November 22, 1954. Consent to lien and subordination agreements dated October 1, 1956 and September 28, 1956.

2. Contract dated December 7, 1954
Amended contract dated September 18, 1956

Work authorized

Stage I

313 feet drifting @ $30/ft.	$9,390.00
399 feet crosscutting @ $30/ft.	11,970.00
54 assays at about $3.40 each	183.50
	$21,543.50

Stage II

3 diamond drill stations @ $300 ea.	900.00
650 feet diamond drilling @ $5.50/ft.	3,575.00
100 feet winze @ $85.00	8,500.00
300 feet drifting and crosscutting @ $33/ft.	9,900.00
120 feet timbering of drifts and crosscuts @ $7.50/ft.	900.00
100 samples for assay @ $3.00 each	300.00
Consultant, 8 days @ $50 daily	400.00
	$24,475.00

Stage III

200 feet drifting and crosscutting @ $33/ft.	$6,600.00
80 feet timbering of drifts and crosscuts @ $7.50/ft.	600.00
2 diamond drill stations @ $330 each	660.00
500 feet diamond drilling @ $5.50/ft.	2,750.00
60 samples for assay @ $3. each	180.00
Consultant, 8 days @ $50	400.00
	$11,190.00

Stage I	$21,543.50
II	24,475.00
III	11,190.00
Total estimated project cost	$57,208.50
Government's share 50%	$28,604.25

Amendments

No. 1 to original contract. Dated July 27, 1955.
Permits the work changes which are delineated under "Stage I."

No. 2 to original contract. Dated July 27, 1955.
Extends work completion period from 12 to 13 months from contract date.

No. 1 to amended contract. Dated December 27, 1957.
Provides recess from 10/9/57 to 5/15/58.
Royalty period increased from 12 to 13 years from date of original contract.

Work completed

Stage I

Drifting and crosscutting	712 feet @ $30/ft.	$21,360.00
54 assays @ $3.40 ea.		183.00
		$21,543.00

Stage II

Winzing 992 feet @ $85/ft.	$8,432.00
Drifting and crosscutting 268 ft. @ $33/ft	8,844.00
60 assays @ $3.00	180.00
Consulting engineer 8 days @ $50/day	400.00
	$17,856.00

Stage I	$21,543.00
Stage II	17,856.00
Total cost	$39,399.50
Government participation 50%	19,699.75

Work completed September 1957
Report of Review August 18, 1958
Operator's final report received August 11, 1958
Final Field Team Report
Two sections June 1959 and November 1959
Certification of Discovery made September 12, 1956

Ore reserve 3,777 tons with a grade of 21.8 oz. Ag., 2.8% Pb., and 6.5% Zn.

Comments:

The work was done by the Operator in a competent manner. Host rocks are gneiss and schist which have been intruded by a rhyolite dike. Four veins are known but none of the four were found to be of any great importance. Small ore lenses occur, permitting a little production, but nothing of any serious importance was found or is likely to be found. The potentialities are too small to warrant any further Government participation of this property.

WRGriswold:kb - January 12, 1959
Copy to: Reading file
Mr. Johnson
Chron.

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

500

PROJECT SUMMARY REPORT (Incomplete)
(No final Field Team Report)

By: J. W. Alt

September 11, 1956

1. Docket No. DMEA-3548 (Lead-Zinc)
Contract No. Idm-E743
Property: Boss and Atlantus Claims
Cascade County, Montana

Operator: Boss Mines, Inc., a Montana Corporation
545 N. Rodney Street
Helena, Montana

Operator's Property Rigths: Lessee
Mining Lease - Neihart Consolidated Silver Mng Company, Dated September 8, 1954.
Owner's Consent to Lien, dated December 8, 1954

Easement right of ingress and egress through the Rochester Tunnel, Broadwater Consolidated Mines, dated December 13, 1954.
Owner's Consent to Lien, dated December 4, 1954.

Mining Lease - Neihart Consolidated Silver Mining Company, dated July 27, 1955.
Consent to Lien, dated August 2, 1955.

2. Contract dated December 7, 1954. To complete - 1 year.

Work Authorized

1. Erect a building for compressor, shop and change house.
2. Rebuild road to Rochester adit and doze adit portal.
3. Rehabilitate the Rochester Adit.
4. Extend the Rochester adit crosscut and drift on the most favorable structure. Not to exceed 650 feet of drifting and crosscutting shall be performed.

Estimated Costs of the Project

Fixed Unit Costs

(Work item 3)	Rehabilitate Rochester Adit, 540 feet @ $4.90/ft.	$ 2,646.00
(Work item 4)	Crosscutting and drifting, 650 feet @ $30.00/ft.	19,500.00
	Timber Rochester Adit crosscut and drift 100 ft. @ $5.00/ft.	500.00
	Total Agreed Unit Cost	$22,646.00

Scheduled Actual Costs

(1)	Independent Contract (Work item 2) 16 hours of bulldozer @$12.50/hr.	$ 200.00
(2)	Technical Services	500.00
(3)	Work item 1) Erect building	450.00
(7)	Assaying - 100 samples @ $3.50/assay	350.00
	Total schedule Actual Costs	$ 1,500.00
	Estimated Total Cost of the Project	$24,146.00
	Government's participation, 50%	$12,073.00

Amendments

No. 1 Date of Agreement July 27, 1955.

(1) Under "Description of the Work"

a. Delete items 1, 2, and 3.
b. In item 4, change "650 feet" to "760 feet"

(2) Under "Estimated Costs of the Project" "Fixed Unit Costs"

(a) Delete the first item.
(b) Change the second item to read: "Crosscutting and drifting 760 feet @ $30.00/ft. (work item 4) rounded to $22,796.00.
(c) After "Total Agreed Unit Cost" change $22,646.00 to $23,296.00.

(4) Under "Scheduled Actual Costs"

Delete Categories (1) and (6)

(5) Under "Total Scheduled Actual Costs", change $1,500.00 to $850.00.

No. 2 Effective date December 7, 1954.

Change completion time from 12 to 13 months.

Work Completed

The work completed consisted of 712 feet of crosscutting and drifting at a cost of $30.00/ft.	$21,360.00
54 samples @ $3.40/sample	183.50
	$21,543.50

Items 1, 2 and 3 of Exhibit "A" of the contract were completed before the contract was signed.

Work under the terms of the Contract was started in December 1954 and was terminated December 9, 1955.

3. Audit Certificate (Report of Review), dated April 4, 1956.

Total Cost as billed by Contractor	$22,458.50
Exceptions	915.00
Total Accepted Cost of Project	$21,543.50
Government's participation @ 50%	$10,771.75

Operator's final report dated April 4, 1956. Received April 23, 1956. To date no final Field Team report has been received.

4. Certification date: Certification has been prepared but as of this date has not been cleared by the Operating Committee.

5. Comments

Work was conducted in an efficient manner. The crosscut intersected four veins, referred to as the 101, 102, 103, and 104 veins. Of the four, the 101 vein appeared to be the best and warranted further exploration. The Operator at his own expense sank a winze 45 feet in this vein and drifted 120 feet at the 45-foot level. The discovery consisted of lead-zinc-silver ores occurring within a vein of gneiss. Estimated ore reserves were 1,320 tons with a grade of 5.4 per cent lead, 5.4 per cent zinc, and 51.6 ounces of silver per ton.

As the objectives of the contract had been esstentially obtained, the Field Team recommended that the contract be considered as completed and also recommended a Certification of Discovery. The contract was mutually terminated.

The Field Team now recommends that the winze be extended 100 feet and 500 feet of drifting and crosscutting be done from the bottom of the winze. Also, 1,150 feet of diamond drilling is recommended to explore the various veins which were exposed in the Adit crosscut. The 101 vein, for which most of this program is intended, is a strong, mineralized vein. The estimated cost of this additional work is $34,865.00.

J. W. Alt

J. W. Alt

Copy to: Docket
Base Metals
Mr. Johnson
Chron.

MME Form 17
Mar. 59

OFFICE OF MINERALS EXPLORATI

WORK COMPLETED ANALYSIS

X Certified 9/12/56 After final audit or review report is received, prepare in duplicate. File original in official docket. Send copy to Code 210.

Operator: BOSS MINES, INC.

Actual Cost

State: MONTANA

Agreed Unit Cost: X

Final Report of Audit

Commodity: LEAD*ZINC

Docket No.: 3,548

Final Report of Review: 8/18/58.

AMENDED CONTRACT.

Contract No.: 743

Type of Work (Use these categories only)	Authorized by Contract and Amendments		Completed and Paid for		Net cost after sale of Gov't. Property
	Units	Cost 1/	Units	Cost 1/	
Stages II & III Drifting & Crosscutting	500'@$33/ft.	$16,500.00	268'	$ 8,844.00	$ 30,204.00
Orig. Contract--Stage I	712'@$30/ft.	21,360.00	712'	21,360.00	
Timbering. Stages II & III.	200' @ $7.50/ft.	1,500.00			
Stage II Diamond Drill Stas.	30'@$30/ft.	900.00			
Stage III	20'@$33/ft.	660.00			
Winzes Stage II (4' x 8')	100' @ $85.00/ft.	8,500.00	99.2'	8,432.00	8,432.00
Drilling (Specify) Diamond (AX) Stages II & III	1,150' @ $5.50/ft.	6,325.00			
Consultants--Stages II & III.	16 days @ $50.00/day.	800.00	8 days	400.00	400.00
Underground Excavation					
Roads and Trails					
Operating Equipment Purchased					
Surface Rehabilitation & Repairs					
Original Contract---Stage I-54@$3.5 ea.		183.50	54	183.50	183.50
Samples Stages II and III--160 @ $3.00 each		480.00	60	180.00	180.00
New Building, Improvements, etc.					
Other (Specify)					
Totals		$ 57,208.50		$ 39,399.50	2/ $ 39,399.50

1/ Round off to dollars.
2/ Net cost total must agree with final report of audit or review.

Prepared by W. P. Klugescheid Date 10/21/59.

52616

Lead-Zinc

Boss Mines Inc. — Montana — E-743 3598

Agreed Unit costs.

(5x7) (4) 760' / 550' Drifting + Crosscutting @ 30.00 X ~~$19,500.00~~ 22,796.00

~~(3) 540' Rehab Rochester Adit @ 4.90 X 2,646.00~~

100' Timber in Rochester Adit @ 5.00 X 500.00

~~Actuals~~

~~(2) 16 hrs Bulldozer @ 12.50 X 200.00~~

Technical Services. X 500.00

~~(1) 1 Bldg X 450.00~~

100* Samples @ 3.00 X 350.00

*Max allowable. * Total Actuals $ 1,500.00

Amendment #1 Incorporated, X $ 24,146.00

~~Amount Due.~~ 712' corr 21,360.00 corr

~~Spent 1955, 401' 7485' 5,725 1637 659'~~ ~~22,275.00 19,770.00 21,030.00~~ ~~19,110.00 17,760.00~~

~~243'~~ Drot XCS. @ 30.00 ~~165.00 $ 4,590.00~~

~~36~~ 7 assays @ 3.00 max ~~19,935.00~~ ~~153.00 126.00 27.00~~ 168.50 183.50

~~46 49 54~~ ~~19,263.00 17,886.00 $ 7,317.00~~

Corr 21,543.50 ~~20,458.50~~ 21,198.50

Production and Royalties.

Mo.	# Ore	Royalties Rcd.
1.	91,776	105.37
2.	94,325	109.46
3.	95,693	99.80
4.	114,495	101.46
5.	87,531	57.10
6.	74,486	56.44
1.	99,916	89.87
2.	111,079	47.45
3.	90,734	41.12
4.	98,791	41.88
5.	101,606	71.85
6.	117,485	67.05
7.	102,404	78.97
8.	106,551	96.32
9.	99,758	84.94
10.	121,550	95.76
11.	112,203	43.20
2000	1,120,383	860.1915	$1,288.04

D

Amended Contract

Stage I — Log Audit — $21,543.50

Fixed Unit Costs

Stage II

1. Cut 3 D.D. Stations - 30' @ $30.00/ft.	✓	900.00 ✓
2. 650' D.D. (AX) @ 5.50/ft.	✓	3,575.00 ✓
3. Sink winze 100' @ 85/ft.		8,500.00 ✓
4. 300' Drifting @ 33/ft.	✓	9,900.00 ✓
5. 120' Timbering @ 7.50/ft.	✓	900.00 ✓
6. 100 Samples @ 3.00	✓	300.00 ✓
7. Consultants 8 days @ 50.00	✓	400.00 ✓
Stage II		$24,475.00

Stage III

1. 200' Drs + XCS. @ $33.00/ft.	✓	6,600.00 ✓
2. 80' Timbering @ 7.50/ft.	✓	600.00 ✓
3. 2-D.D. Stas 20' @ 33.00/ft.	✓	660.00 ✓
4. 500' D.D. @ 5.50/ft.	✓	2,750.00 ✓
5. 60 Samples @ 3.00	✓	180.00 ✓
6. Consultants 8 days @ 50.00	✓	400.00 ✓
Stage III		$11,190.00

Grand Total: $57,208.50

~~Spent~~. 1956 ~~June Oct.~~ ~~Nov.~~ ~~Dec~~ 1957 Sept ~~Jan.~~ ~~Feb + Mar~~ ~~Apr.~~ ~~May June July Aug.~~

Sinking Wz. @ 85.00 ~~73~~ ~~72~~ ~~96~~ 99.5 ✓ 8,457.50 ~~8,160.00~~ ~~7,880.00~~ ~~6,205.00~~

Samples @ 3.00 ~~58~~ 60 ~~14~~ ~~15~~ ~~17~~ ~~19~~ ~~24~~ ~~27~~ ~~39~~ ~~42~~ ✓ 180.00 ~~156.00~~ ~~136.00~~ ~~51.00~~ ~~117.00~~ ~~75.00~~ ~~45.00~~ ~~81.00~~ ~~57.00~~ ~~42.00~~

~~6~~ 8 days consultant @ 50.00 ✓ 400.00 ~~300.00~~ ~~100.00~~

~~56~~ ~~89~~ ~~93~~ ~~138~~ 166
~~41~~ Drilling @ 33.00 5,478.00 ~~4,651.00~~ ~~3,069.00~~ ~~1,818.00~~ ~~2,077.00~~ ~~1,353.00~~
~~61~~ ~~65~~ ~~70~~ 102
~~2~~ XCS @ 33.00 3,366.00 ~~2,310.00~~ ~~2,043.00~~ ~~5,145.00~~ ~~99.00~~

Correction Final Sheet

16,801.50 ~~14,490.50~~ ~~7,765.00~~
17,881.50 ~~15,260.50~~ ~~6,241.00~~
~~14,353.50~~ ~~8,311.00~~
~~15,847.50~~ ~~10,066.50~~

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
12/19/67		110
		220

DEC 26 1967

Mr. Peter J. Antonioli
1001 West Gold Street
Butte, Montana 59701

Re: MMM-3548 (Lead-Zinc)
Bone Mines, Inc.
Rochester and Unity Claims
Granite County, Montana
Amended Contract Ldm-8743

Dear Mr. Antonioli:

This will acknowledge your letter of December 9, 1967, in reference to the subject contract.

By the terms of the Amended Exploration Project Contract, as amended, and the certification of discovery or development dated September 12, 1956, all minerals mined or produced from December 7, 1954, to December 7, 1967, were subject to the Government's royalty as set forth in said contract.

As the period during which production was subject to royalty has now expired, the Government according to its present records retains no claim or lien against the property subject to the contract or any future production therefrom. We, therefore, are closing our books and records on this contract.

Sincerely yours,

FRANK E. JOHNSON (glA)

Frank E. Johnson
Chief, Office of
Minerals Exploration

Copy to: Meihert Consolidated Silver Mining Co.
Great Falls, Montana 59401

cc: Director's Reading File
Division File
Economic Geology File
OME File
OME Reading File
OME Region I w/cy letr. 12/9/67 and Form 63, same date.
130

GLAult/a 12-19-67

23263

OFFICIAL COPY
O. M. E.
RECEIVED
DEC 12 1967

INITIALS	CODE
gla	130
	140
	130
	220

Butte Montana,

December 9, 1967.

Mr. Frank E. Johnson
Chief Officer
Minerals Exploration Dept,

Dear Mr. Johnson:

Enclosed are the two copies of status of the properties involved under the DMEA-3548 (Lead-Zinc) loan to the Boss Mines Inc.

I own some of this property and have the remainder under lease from the Neihart Silver Consolidated Mining Co, and they recently informed me that the Royalty agreement between the DMEA, the Company and the Boss Mines had expired. Will you inform me if the time limit on this loan that was made to the Boss Mines has expired and that if I put the property into production next year will I be under the same obligation to repay this DMEA-3548 loan as was The Boss Mines.

The property is inactive but I would like to know the status of the loan at this time.

Yours very truly,
Peter J. Antonioli
Peter J. Antonioli
1001 West Gold St
Butte, Montana.

cc - R-I

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
12/19/67		110
		220

DEC 2 8 1967

Heihart Consolidated Silver Mining Co.

Great Falls, Montana 59401

Re: DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Rochester and Unity Claims
Cascade County, Montana
Amended Contract Idm-E743

Gentlemen:

Enclosed is a copy of a self-explanatory letter of today to Mr. Peter J. Antonioli.

This correspondence relates to the Consent to Lien and Subordination Agreement signed by Mr. John E. Dawson, president of your company, on October 1, 1956, under the Defense Minerals Exploration Administration program.

Sincerely yours,

FRANK E. JOHNSON (GLA)

Frank E. Johnson
Chief, Office of
Minerals Exploration

Enclosure

cc: Director's Reading File
Division File
Economic Geology File
OME File ✓
OME Reading File
OME Region I
130

GLAult/a 12-19-67

23263

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
GEOLOGICAL SURVEY
U. S. Court House, Rm. 656
W. 920 Riverside Avenue
Spokane, Washington 99201
December 21, 1967

OFFICIAL
COPY
O. M. E.
RECEIVED
DEC 26 1967
INITIALS | CODE
130
110

Memorandum

To: Chief, Office of Minerals Exploration

From: Field Officer, Region I

Subject: Royalty Check
DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Rochester and Unity Claims
Cascade County, Montana
Amended Contract Idm-E743

This refers to your memorandum of December 11, 1967. The Rochester and Unity claims are about half a mile east of the town of Neihart. In fact, the dump at the mine portal can be seen from the town.

Carroll R. Bennett (OME-6557) was drilling at the Florence mine from October 15, 1966, until July 3, 1967. Bennett visited the property two or three times a week. His geologist, Wilbur F. Criswell, resided in Neihart, except over weekends, during this period and for periods after July 3, analyzing the results of the drilling and attempting to trace the surface expression of some of the veins cut by the drill holes.

Neihart has shrunk to a population of about 150 inhabitants all of whom are hoping to see mining resumed in the area. It would be impossible to ship any ore from the Boss mine without everyone in town knowing it and talking about it. It would thus be impossible for either Bennett or Criswell not to learn of it even if shipments had been made during their absence.

Accordingly, I called Bennett who said that as far as he knew, there had been no shipments from any of the properties in the district although there had been considerable exploration activity. He added that certainly Criswell would know and would have told him if there had been any ore shipped.

In view of the smallness of the community and the great interest in possible revival of the district that both Bennett and Criswell have, I am confident that there has been no production from the Rochester and Unity claims for the period December 1966 to December 7, 1967.

D. R. MacLaren

D. R. MacLaren

Distribution:
OME(Orig.&1)
Docket
CPF

IN REPLY REFER TO:
Office of Minerals Exploration

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

December 7, 1967

Mr. Peter Antonioli
1001 West Gold Street
Butte, Montana 59701

Re: DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Rochester and Unity Claims
Cascade County, Montana
Amended Contract Idm-E743

OFFICIAL COPY
O. M. E.
RECEIVED
DEC 12 1967

INITIALS	CODE
fla	130
	110
	130
	220

Dear Mr. Antonioli:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

cy - R-I

MME Form 63
Revised 7-65

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since **December 1966**, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes [ ] No [X]

2. Since **December 1966**, has there been any production from the land subject to the contract? Yes [ ] No [X]

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity		Estimated Grade	Location
Ore		Tons		
Concentrates		Tons		
Other		Tons		

3. Since has any production been transported through workings (see of contract)? Yes [ ] No [X]

   If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name ~~Peter~~ Peter J. Antonioli Title ~~Owner and Lessor~~

Address 1001 West Gold St, Butte, Mont.59701 Date ~~December 9, 1967.~~

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
12/11/67		110
		220
		130

DEC 11 1967

Memorandum

To: Field Officer, Region I

From: Chief, Office of Minerals Exploration

Subject: DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Rochester and Unity Claims
Cascade County, Montana
Amended Contract Idm-E743

The royalty repayment period under the subject Amended Contract expired December 7, 1967. Before closing the contract, it will be appreciated if you will forward any information you may have concerning possible production from the property for the period December 1966 to December 7, 1967.

FRANK E. JOHNSON

Frank E. Johnson

cc: Director's Reading File
Division File
Economic Geology File
OME File
OME Reading File
130 (2)

GLAult/a 12-11-67

23263

IN REPLY REFER TO:
Office of Minerals Exploration

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

December 12, 1966

Mr. Peter Antonioli
1001 West Gold St.
Butte, Montana

Re: DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Rochester and Unity Claims
Cascade County, Montana
Amended Contract Idm-E743

DEC 27 1966

Dear Mr. Antonioli:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

Frank E. Johnson

Frank E. Johnson
Chief, Office of
Minerals Exploration

cy to R-I
12/27/66

MME Form 63
Revised 7-65

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since **February 1966**, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☒

2. Since **February 1966**, has there been any production from the land subject to the contract? Yes ☐ No ☒

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity		Estimated Grade	Location
Ore		Tons		
Concentrates		Tons		
Other		Tons		

3. Since , has any production been transported through workings (see of contract)? Yes ☐ No ☒

   If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name Peter J. Antoniali Title Owner

Address 1001 W. Gold St Date Dec 1966

Butte, Mont

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

February 16, 1966

OFFICIAL COPY
O. M. E.
RECEIVED
FEB 25 1966

INITIALS	CODE
JEJ	110
2/28 M	120 M
	120
	320

Mr. Peter Antonioli
1001 West Gold St.
Butte, Montana

Re: DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Rochester and Unity Claims
Cascade County, Montana
Amended Contract Idm-E743

Dear Mr. Antonioli:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

Frank E. Johnson

Frank E. Johnson
Chief, Office of
Minerals Exploration

MME Form 63
Revised 7-65

DMEA-3548
(Lead-Zinc)

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since **December 1964**, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☒

2. Since **December 1964**, has there been any production from the land subject to the contract? Yes ☐ No ☒

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity	Estimated Grade	Location
Ore	Tons		
Concentrates	Tons		
Other	Tons		

3. Since , has any production been transported through workings (see of contract)? Yes ☐ No ☒

   If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name Peter Antonioli Title Owner

Address 1001 W. Gold St Date Feb 21, 66
Butte Montana

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
9/1	Johnson	110
		120
		220

SEP 1 1965

Mr. Peter Antonioli
1001 West Gould Street
Butte, Montana

Re: DMEA-3548 (lead-Zinc)
Boss Mines, Inc.
Boss & Atlantic Claims
Cascade County, Montana
Contract Idm-E743

Dear Mr. Antonioli:

This is with reference to our letter of August 24, 1965, enclosing copies of material submitted by the Operator under the subject contract.

Enclosed are reproductions of available maps and assay certificates relating to the winze sunk on the property under the contract. Each item has been marked with red pencil to identify it with the appropriate monthly progress report. This completes the available information concerning the winze submitted by the Operator.

Sincerely yours,

(signed) FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

Enclosures
FEJohnson/bih 8/31/65
cc to: Director's reading file
Division file
Economic Geology file
~~OME~~ file
OME Region I
OME reading file
OME Mr. Selfridge

23263

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
8/24		110
		220

AUG 2 4 1965

Mr. Peter J. Antonioli
1001 West Gold Street
Butte, Montana

Re: DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss & Atlantus Claims
Cascade County, Montana
Contract Idm-E743

Dear Mr. Antonioli:

Thank you for your check dated August 10, 1965, in the amount of $15.00 to cover the cost of reproducing and mailing copies of the monthly vouchers, progress reports, and maps submitted by the Operator under the subject contract.

Pursuant to the Operator's authorization the duplicated material is enclosed, except for maps. There has been some delay in reproducing the maps. However, as soon as the copies are received we will forward them to you.

Sincerely yours,

(signed) FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

Enclosures

FEJohnson/bih 8/24/65
cc to: Director's reading file
Division file
Economic Geology file
OME file
OME Region I
OME reading file
OME Mr. Selfridge

43683

Butte Montana,

August 10, 1965.

Mr. Frank E. Johnson:
Geological Survey
Washington, D.C.

Dear Mr. Johnson:

Enclosed is my check for the amount of $15.00 for a copy of the various reports and maps that Mr Hewitt agreed to release to me.

Thanking you for your attention to this matter.

Re: DMEA- 3548 (lead -zinc)
Boss Mines Inc.
Boss & Alantus Claims
Cascade County, Montana
Contract Idm-E743.

12 1965
110

Yours very truly,

Peter J. Antonioli

Peter J. Antonioli
1001 West Gold St,
Butte, Montana

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
8/12	Johnson	110
		220

August 12, 1965

Memorandum

To: Administrative Officer - Economic Geology

From: Chief, Office of Minerals Exploration

Subject: DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract Idm-E743

Enclosed for deposit is check No. 683, dated August 10, 1965, in the amount of $15.00, of Peter J. Antonioli, drawn on the Metals Bank and Trust Company, Butte, Montana, in payment for copies of official documents in the subject Docket.

(signed) FRANK E. JOHNSON

Frank E. Johnson

Enclosure

FEJohnson/bih 8/12/65
Copy to: Director's reading file
Division file
Economic Geology file
OME file
OME reading file

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
8/6	Johnson	110
	Selfridge	120
		220

AUG 6 1965

Mr. Peter Antonioli
1001 West Gould Street
Butte, Montana

Re: DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss & Atlantic Claims
Cascade County, Montana
Contract Idm-E743

Dear Mr. Antonioli:

Reference is made to your letter of June 29, 1965, and our reply of July 20, 1965, concerning the winze sunk under the subject contract.

We have received a letter dated August 2, 1965, from Mr. C. L. Hewitt, President of Boss Mines, Inc. authorizing the release of information submitted by his company on the work performed under the exploration project contract. This information consists of monthly narratives on progress of the work, assay sheets, and such maps that accompanied the monthly reports.

There will be a charge of $15.00 for reproducing and mailing this material. Upon receipt of your check payable to the U. S. Geological Survey, we will mail the duplicated material to you.

Sincerely yours,

(signed) FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

FEJohnson/bih 8/6/65
Copy to: Director's reading file
Division file
Economic Geology file
OME file
OME reading file
OME Region I
Mr. C. L. Hewitt, P.O.Box 904, Helena, Montana

43683

C. L. HEWITT
P. O. BOX 904
HELENA, MONTANA
PHONE HI 2-1145

Aug.2,1965.

Mr.Frank E.Johnson
Chief, Office of Minerals Exploration
U.S.Department of the Interior
Washington 25, D.C.

Re DMEA-3548 (Lead Zinc)
Boss Mines Inc.
Boss & Atlantic claims
Cascade County,Mont.
Contract Idm-E743

Dear Mr. Johnson;-

Mr. Peter Antonioli of Butte Montana has requested,through Mr. Frank Blair Jr. that we release to them, information on the Rochester Crosscut which was extended by the Boss Mines Inc.,to explore the Boss and Atlantic claims.

It will be all right with me if you release this information to the above named Parties.
The Boss Mines Inc.,is no longer functioning and as far as I know I am still a director and President of the Co.

Yours very truly,

C.L.Hewitt
P O Box 904
Helena, Montana.

OFFICIAL
COPY
O. M. E.
RECEIVED
AUG 5 1965

INITIALS	CODE
	110

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
7/20	Jensen	110
	Stelfrey	120
		220

JUL 20 1965

Mr. Peter J. Antonioli
1001 West Gould Street
Butte, Montana

Re: DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract Idm-E743

Dear Mr. Antonioli:

Your letter of June 29, 1965, to Mr. D. M. MacLaren, Acting Field Officer, OME, Region I, requesting information about the winze sunk under the subject contract, has been referred to this office.

As you state that you are now the owner of the claims formerly held by the Operator under a lease from the former owner, the following information is being made available to you:

The winze to which you refer was reported as being sunk on the 101N vein approximately 10 feet North of the Rochester tunnel and 630 feet from its portal. It was approximately 147 feet deep with three levels, with 137 feet of cross-cutting and drifting on the "50" foot level, 45 feet on the "100" foot level, and 268 feet on the "143" foot level.

The nearly vertical vein is reported as narrowing with depth to about one foot in width on the "143" foot level. It consisted of gouge, quartz, and bands and stringers of sulphides, shattered at depth by faults and dikes. The country rock is hard gneiss and schist.

Stoping from the "100" foot level to the tunnel level produced approximately 1,453 tons of hand sorted ore, assaying 35.2 ounces of silver, 3.7% lead, and 5.1% zinc per ton.

43683

We appreciate your interest in repaying the balance of the Government's contribution to the cost of this project and hope the foregoing information will be of help in your efforts to operate the property.

Sincerely yours,

(signed) FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

FEJohnson/bih
7/20/65

Copy to: Dir. file
Div. file
Economic Geo. file
OME file
OME reading file
OME Region I

July 8, 1965

OFFICIAL COPY
O. M. E.
RECEIVED
JUL 12 1965
INITIALS CODE
120
120

Mr. Peter J. Antonioli
1001 West Gould Street
Butte, Montana

Re: Docket DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract Idm-E743

Dear Mr. Antonioli:

This office is not authorized to release any information relative to DMEA-OME projects. I am forwarding your letter to our office in Washington for reply.

Sincerely yours,

D. R. MacLaren
Acting Field Officer, OME
Region I

DRMacLaren:my

cc: OME w/cy incoming
Director's reading file
Resources Research Branch Chief

Butte Montana

June [illegible], [illegible].

Mr. D.R. MacLaren
Field Officer
Office Mineral Exploration

Dear Sir:

In 1963 I wrote you in regards to some information concerning the Boss and Alantus claims in Cascade County here in Montana. At that time you informed me that the only information that you was allowed to release was of no use to me in regards to the underground development that had taken place under the DMEA contract with a Mr. Hewitt, of Helena Montana.

I have since acquired the whold group of claims from the owners, the Neihart Consolidated Silver Mines, of Great Falls and have reopened the old tunnel that Mr. Hewitt had the DMEA loan on. I don't seem able to find anything out about a winze that was sunk in this tunnel and I wonder that now that I am the part owner and lessor of this group of claims if the DMEA would release to me the extent of the underground workings in this winze and other interesting data.

As you are aware there is still a balance of over $18,000.00 due the government on this previous contract. I would like to line again in this property but I do have to pay off the unpaid balance from Mr. Hewitts loan. It seems time that I am straight to pay this balance and the department will not even release to me the information that it has about the previous work.

I would appreciate your cooperation in this matter.

Yours very truly,

Peter J. Antonietti
[illegible] West Park St
Butte, Montana.

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
	Selfridge	120
1/27	Johnson	110
		100
		220

JAN 27 1965

Mr. Peter Antonioli
1001 West Gold Street
Butte, Montana

Re: DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Rochester and Unity Claims
Cascade County, Montana
Amended Contract Ida-8743

Dear Mr. Antonioli:

In reply to your inquiry of January 4, 1965, the permission we require to release that docket information which we can would be from the Operator under the contract as it is the one that spent the money to secure the information. In this particular case it would be Boss Mines, Inc., probably through Mr. Hewitt, whom you have contacted previously.

Sincerely yours,

George Fumich, Jr.

Acting Director

GCSelfridge/mm (1/26/65)
cc: Director's Reading File
Region III w/cy of incoming letter
Docket
Mr. Selfridge

23263

OFFICIAL
COPY
O. M. E.
RECEIVED
JAN 8 1965
INITIALS CODE
120
120

1001 W. Gard St.
Butte Montana,

January 4, 1965.

3548

Mr. Frank E. Johnson
Acting Director

Dear Mr. Johnson:

Your letter of December 29th was greatly appreciated and it explained the matter of the Boss Mines loan to me. Well the only two claims that I own in the group that you mentioned are the Rochester and Unity. The other two claims are owned by the Neihart Consolidated Silver Mines, Co. I tried to contact them for a little talk on these various claims and it seems that the Company charter has ran out and I do not know now who has complete control of the other claims, namely the Boss and Atlantus. I do not know if there has been any ore produced from these claims or not. I do know that the tunnel on the map that you sent me is the one I intend to reopen and that no ore has been coming out of it since I bought the Broadwater Consolidated Mines holdings.

Well I hope this will help you in keeping the records straight and if there is any ore taken from my claims I will have the payments fixed so the government will get there amount. I believe that you should contact the attorney for the Neihart Silver Consolidated Mines, he is a Mr. Stevenson, and his office is in the First National Bank Bldg in Great Falls, Montana. I doubt that he knows the obgligation that is due the government in regards to the other two claims, Boss and Alantus. If I was to request information submitted by the former operator, who would I have to obtain permission from? The owners of the property the former operator and his company or just who? Please let me know if I can be of any further help in this matter.

Yours very truly,

Peter Antonich

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
12/28	GL	120
	On leave	120M
	Foster	800
12/29	Johnson	110
"	On leave	100
		220

DEC 29 1964

Mr. Peter Antonioli
1001 West Gold Street
Butte, Montana

Re: DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Rochester and Unity Claims
Cascade County, Montana
Amended Contract Idm-E743

Dear Mr. Antonioli:

Thank you for your letter of December 15, 1964, returning MME Form 63 and giving additional information concerning the subject property.

The information given you by Mr. MacLaren in his letter of September 17, 1963, conforms with instructions. Any other information in a docket is considered confidential and for Government use only. However, we do release any information submitted by an operator under an exploration contract if authorized in writing to do so.

The land under the subject contract consists of the Boss, Atlantus, Rochester, and Unity claims. A copy of a map showing these claims is enclosed. On September 12, 1956, a certification of discovery or development was issued which set forth the Government's claim for royalty on any production from the claims until December 7, 1967, or the Government's contribution of $19,699.75 was repaid, whichever occurred first. The details of the certification should have been explained to you by Broadwater Consolidated Mines which had been informed of the royalty obligation. Royalty payments under the contract are as follows:

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

To date, $1,680.90 has been repaid, leaving a balance of $18,018.85.

We do not have a map showing the numerous claims in the Neihart area. As best as we can tell now, the four claims mentioned above are the only ones presently involving DMEA royalty payments. Only

23263

ore produced from the four claims mentioned above is subject to DMEA royalty as far as we know now. We are not sure that the adit you wish to use is the one that was involved under the subject contract. This contract does not have a transportation clause and any ore that might be hauled through the DMEA adit would not be subject to royalty payments if produced from another property. Extralateral rights would have to be considered in making such a determination.

The amended contract granted Boss Mines an increased amount of underground work over that originally provided.

If you have any questions regarding land in the area, we shall be glad to answer them if possible.

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

Enclosure

GCSelfridge/gla (12-124-64)
cc to: Director's Reading File
Docket
Region I w/cy letr. 12/15/64 and MME Form 63 signed by Mr. Antonioli, and MME Form 63 sgd by C.L.Hewitt, Pres. Boss Mines, Inc.
Mr. Selfridge
120M

DMEA-3545

Butte Montana,

December 15, 1964.

Gentlemen:

Enclosed are the copies of your reports, that you requested me to complete. Well to the best of my knowledge this is all that has happened at the enclosed described properties since I acquired the ownership of the claims.

I did know that certain of the claims that I acquired in the Neihart area had been given a DMEA loan but the amount or to whom it had been given I did not know. Before I acquired the claims I wrote to the OME office in Spokane, and they told me that the only information that they could release to the public was the Name of the operator, Totat estimated cost, amount of participation of the DMEA., etc. As this was of no value to me I dropped the matter. They referred me to a Mr. Hewitt of Helena, Montana to ask him for some more information about the mine and he would tell me the terms of his DMEA loan and if it had been repaid. When I asked him he told me nothing unless I would be willing to pay him for his information. I then forgot the whole matter.

Please let me know if there is still a lein against my property? How many of my claims are involved as I have acquired a great number of claims in the area. Also if you could have copies of the underground working of the Boss Mines, Inc. The tunnel starts on my ground and then enters some one elses property. I have intentions of reopening this tunnel and continueing it on East to the main Broadwater mine which I also own. If I ship any ore from my property, do I have a obgligation still to pay off for the Boss Mines, Inc and if I do what is the amount, and what was the Amended Contract for, that was given to Mr. Hewitt? Kindly send me whatever information you have on this matter because in the spring I expect to get around to reopening the tunnel and see if I can produce some ore.

Yours very truly,

Peter Antonioli

Peter Antonioli, 1001 West Gold St, Butte Montana.

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

December 10, 1964

Re: DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Rochester and Unity Claims
Cascade County, Montana
Amended Contract Idm-E743

Mr. Peter Antonioli, ~~Jr.~~
1001 West Gold St.
Butte, Montana

Dear Sir:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

George C. Selfridge

George C. Selfridge, Chief
Division of Exploration Operations

GENERAL FILE COPY
C. M. E
MINERALS DEC 21 1964

DATE		CODE
12/21	668	800
		~~100~~
12/23		~~110~~
		120
		120

MME Form 63
Revised 3-62

DMEA-3548
Idm-E743

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since September 1963, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☐

2. Since September 1963, has there been any production from the land subject to the contract? Yes ☐ No ☒

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value
NONE		

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity		Estimated Grade	Location
Ore	NONE	Tons		
Concentrates	NONE	Tons		
Other	NONE	Tons		

3. Since , has any production been transported through workings (see of contract)? Yes ☐ No ☒

   A. If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value
NONE		

Submitted by:

Name Peter Antonioli, Jr. Title Owner

Address 1001 West Gold St. Date m December 15, 1964.
Butte Montana.

Enclosed letter explains my position in these mining claims.

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

December 10, 1964

Re: DXEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract Idm-E743

Mr. C. L. Hewitt
President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Dear Sir:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

George C. Selfridge

George C. Selfridge, Chief
Division of Exploration Operations

OFFICIAL FILE COPY
O. M. E
RECEIVED DEC 21 1964

DATE	INITIALS	CODE
12/21	BEF	800
		~~100~~
12/23	RJ	~~110~~
		120 M
		720

MME Form 63
Revised 3-62

Idm-E743

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since January 1964, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☐

   Is the Lease and Option of September 8, 1954, between Neihart Consolidated Silver Mining Company and C. L. Hewitt still in full force? If not, please give date when cancelled. Yes ☐ No ☑ DEC. 12 - 1959

2. Since January 1964, has there been any production from the land subject to the contract? Yes ☐ No ☒

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value
None		

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity	Estimated Grade	Location
Ore	None Tons		
Concentrates	Tons		
Other	Tons		

3. Since , has any production been transported through workings (see of contract)? Yes ☐ No ☒

   A. If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value
None		

Submitted by:

Name C. L. Hewitt Title Pres Doe Mines Inc

Address P. O. Box 904 Date 12/15/1964

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
So. 157 Howard Street
Spokane, Washington 99204
October 29, 1964

OFFICIAL FILE COPY
O. M. E
RECEIVED NOV 2 1964

DATE	INITIALS	CODE
11/2	EEE	800
11/3	[illegible]	120
		120
		220

Memorandum

To: Chief, Division of Exploration Operations

From: Acting Field Officer, Region I

Subject: Royalty Report
DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract Idm-E743

On September 29, 1964, en route from Lewistown, Montana, to Butte, I stopped at the General Store in Neihart and talked with the owner, Mr. Hasterlik. He and his wife visit this property frequently during the summer months for the purpose of collecting minerals and rocks from the dump for the tourist trade. Hasterlik was possitive in his statement that there has been no ore shipped from this property since I last talked with him on August 28, 1964.

D. R. MacLaren

D. R. MacLaren

Distribution:
OME(Orig.&1)
Docket
CPF

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

October 24, 1963

OFFICIAL FILE COPY
O. M. E
RECEIVED JAN 13 1964
DATE
1/14

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: DMEA-1548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract Idm-E743

320

Dear Sir:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

s/F. M. Murphy

F. M. Murphy, Acting Chief
Division of Minerals

MME Form 63
Revised 3-62

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since February 1, 1962, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☒

2. Since February 1, 1962, has there been any production from the land subject to the contract? Yes ☐ No ☒

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity		Estimated Grade	Location
Ore	None	Tons		
Concentrates	None	Tons		
Other	None	Tons		

3. Since , has any production been transported through workings (see of contract)? Yes ☐ No ☒

   A. If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value
None		

Submitted by: C. L. Hewitt

Name Bassett Inc. Title Pres

Address P.O. Box 964 Helena Mont Date 1/10/1964

Please excuse delay in reply as I have been out of City greater part of time and this letter was mis-laid. C L Hewitt

4511

OME(2)

OFFICIAL FILE COPY
O M E
RECEIVED
DATE 1963

9/19 800
Grawed 120
500

No. 157 Howard Street
Spokane, Washington 99204
September 17, 1963

Mr. Peter Antonioli, Jr.
1001 West Gold Street
Butte, Montana

Re: DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract Idm-X743

220

Dear Mr. Antonioli:

This is in reply to your letter of September 15, 1963, in which you request information concerning work performed at the Boss mine, Cascade County, Montana.

The following information about individual DMEA projects is available to the public:

Name of Operator

Location - state and county

Mineral commodity

Total estimated cost

Amount of Government participation

Other information concerning a project is considered confidential and is only for the use of the Government. Therefore, I regret that I cannot provide you with the information you request. I suggest that you write to Mr. Hewitt, whose address you have.

Should you be in Spokane and care to call at this office, I would be glad to discuss the geology of the area with you.

Sincerely yours,

D. R. MacLaren
Acting Field Officer, OME
Region I

DRMacLaren:mls
Cert OME(2) w/cys incoming
Reading copies to:
Kolan; Killegaard

OME(2)

[illegible]

[illegible]

[illegible]

Gentlemen:

I recently [illegible] owners of a large group of mining claims in the Helena, Montana area. They were formerly owned by the Brown-Lee Consolidated Mines. The claims are mostly in Sections 23, 24, T14N., R3E.

I was informed that at one time a D.M.E.A. loan had been made to a company operating under the name of " [illegible] Inc," 6 of C.Y. [illegible]tt, [illegible], Helena, Montana. At the time the loan was granted this [illegible] had some of these claims that I now own under [illegible].

Recently in [illegible] property I located the main adit [illegible] the RE [illegible] DME #[illegible], or the [illegible] DME #[illegible]. The adit [illegible] completely inaccessible and I wish to have [illegible] that might have taken place in the loan. I [illegible] to some drilling [illegible] other ground that I own in this area and any information in connection with this [illegible] that you might have would be greatly appreciated.

Yours very truly,

Peter Antonicli, Jr.
1001 West Gold St.
Butte, Montana.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
So. 157 Howard Street
Spokane 4, Washington
September 3, 1962

OFFICIAL FILE COPY
O. M. E
RECEIVED SEP 6 1962

DATE		
9/6		800
9/6		100
		~~120~~
9/7		500
	~~Reserve~~	
		210

Memorandum

To: Chief, Division of Field Operations

From: Acting Field Officer, Region I

Subject: Royalty report
DMEA-3548 (Lead-Zinc) file
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract Idm-E743
and
DMEA-129 (Lead-Zinc)
Bennett Mining Company
Dacotah Mine
Cascade County, Montana
Contract Idm-E81

On August 28, 1962, Mr. Hasterlik, owner of a grocery store in Neihart, Montana, was interviewed. He has lived in Neihart for many years and is familiar with both the subject properties. He stated with flat certainty that no ore has been shipped from the Dacotah mine since the end of 1954 or the Boss mine since the end of 1957.

According to Hasterlik, at both properties the buildings are deteriorating, and the workings are being allowed to cave and flood. The access roads have not been maintained and at best could be negotiated only by a Jeep-type vehicle. Therefore, the properties were not visited.

D. R. MacLaren

Distribution:
OME(4)
Docket(2)
OME,CPF(2)

Done

No. 157 Howard Street
Spokane 4, Washington
February 16, 1962

Memorandum

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

From: Acting Field Officer, OMM, Region I

Subject: IMMA-3343 (Lead-Zinc)
Bess Mines, Inc.
Bess and Atlantic Claims
Cascade County, Montana
Amended Contract Ida-2743

There is enclosed a Report of Royalty Review dated February 6, 1962, for the purpose of determining the amount of royalty payable to the U. S. Government on sales of minerals from property referred to as the Bess Group and the Rochester Group of claims located in Cascade County, Montana, during the period October 5, 1957, through February 1, 1962.

This Report of Royalty Review is for record purposes only and no copy has been provided for the Operator.

D. K. McLaren

Enclosure

MLSmelser:mls
cc: CAAA Div., OMM
OMM; CFF
Reading copies to:
Nelson
Hobbs
Guild

OFFICIAL FILE COPY
RECEIVED 1962
2/9 gla
220

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
		220

FEB 7 - 1962

Memorandum

To: Acting Field Officer, Region I

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

Subject: IMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract Idm-E743

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

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

(b) One copy for your files.

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

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

Enclosures

EDTalbert/ama 2-7-62

cc:
Docket
Director's Reading File
CA & A Division
Mr. Rothrock

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
1/24	Selfridge	120
		220

JAN 24 1962

Memorandum

To: Acting Field Officer, Region I

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

Subject: DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract Idm-E743

A Report of Royalty Review on the subject contract is in process of preparation by this Division. Your submission of an original and one copy of MME Form 22, Check Sheet of Examining Engineer, will be appreciated.

The docket files of the Washington office indicate that the property was closed down on October 9, 1957. I assume that it has remained inactive; however, the last report in the files covers the period of July 1 to December 31, 1958. Furthermore, the files do not disclose whether the Operator terminated the lease, exercised the option to purchase, or continues the lease and possession.

If possible, therefore, please include under item 8 of MME Form 22 a concise statement of activity or lack of activity on the property and any changes in leasehold, ownership, or possession of the four claims involved. Please also indicate the last date on which status was determined by examination or inquiry in lieu thereof.

EDTalbert/ama 1-24-62

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

43683

MME Form 7
(10-58)

FEB 2 1960

RECEIVED
JAN 28 1960
ASSOC. SOLICITOR
MINERAL RESOURCES

OFFICIAL FILE COPY

Date	Surname	Code
1/26/60	Griswold	500
1/28	J. Lynch	140
	Hoffman	140
2/1	Talbert	800
2/2	Selfridge	130
2/2	Jones	130
2/2	Rerhamo	130
		110
		220
		225

v-v gad

Mr. L. B. Esselstyn, Receiver
Broadwater Consolidated Mines
Hirbour Building
Butte, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Esselstyn:

For your information, and supplementing our letter to you of September 12, 1956, we are enclosing a copy of a letter to Mr. C. L. Hewitt, president of Boss Mines, Inc., relative to the certification of discovery or development which was issued pursuant to the terms of the cited contract.

This is in connection with the Consent to Lien signed by you on December 21, 1954, and the Consent to Lien and Subordination Agreement signed by you on September 28, 1956.

Sincerely yours,

Frank E. Johnson (for)

Acting Director

Enclosure

WRGriswold/gla
1-27-60
cc to: Director's Reading File
Operating Committee
OME Field Team, Region I (2)
Docket
Chron
Code 500

43683

MME Form 7
(10-58)

FEB 2 1960

RECEIVED
JAN 28 1960
ASSOC. SOLICITOR
MINERAL RESOURCES

OFFICIAL FILE COPY

Date	Surname	Code
1/26/60	Mussmel	500
1/28	J.Lynch	140
	Hoffland	140
	Asst. Sol. Off.	
	Tolliver	800
2/2	Selbridge	130
2/2	Jones	130
"	Kirkham	130
		110
		220
		225

Mr. C. L. Hewitt, President
Boss Mines, Inc.
545 North Rodney Street
Helena, Montana

Re: Docket No. IMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Hewitt:

By letter of September 12, 1956, transmitting a certification of discovery or development, you were advised that production from the lands described in Article 2 of the contract, from December 7, 1954 (the date of the prior contract), is subject to the Government's percentage royalty as set forth in the contract until the sum of $10,771.75 is paid, or until December 7, 1964, whichever occurs first.

We wish to call your attention to the fact that under the terms of the amended contract, executed September 18, 1956, the Government's contribution under both the prior and amended contracts, totalling $19,699.75, is repayable for a period of 13 years from the date of the prior contract, or until December 7, 1967.

Sincerely yours,

Frank E. Johnson

Acting Director

cc to: Mr. L. B. Esselstyn, Receiver,
Broadwater Consolidated Mines
Hirbour Building
Butte, Montana

Mr. John E. Dawson, President
Neihart-Consolidated Silver Mining Co.
Great Falls, Montana

WRGriswold/gla 1-27-60
cc to: Director's Reading File
Operating Committee
Frank D. Lamb, USBM
Harold Kirkemo, USGS
Contract Adm. & Audit Div.
Frank E. Johnson
OME FT, Reg. I (2)
Code 500
Docket
Chron

FROM SOLICITOR

FOR SIGNATURE

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
1/26/60	[illegible]	500
1/28	J Lynch	140
	Hoffland	140
2/1	Taibert	800
2/2	Selfridge	130
2/2	Lopez	130
2/2	Kirkham	130
		110
V-V	gad	220
		225

RECEIVED
FEB 2 1960
JAMES JASON
ASSOC. SOLICITOR
MINERAL RESOURCES

Mr. John E. Dawson, President
Meihart-Consolidated Silver Mining Co.
Great Falls, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Dawson:

For your information, and supplementing our letter mailed to you in September 1956, we are enclosing a copy of a letter to Mr. C. L. Hewitt, president of Boss Mines, Inc., relative to the certification of discovery or development which was issued pursuant to the terms of the cited contract.

This is in connection with the Consent to Lien signed by you on December 8, 1954, and the Consent to Lien and Subordination Agreement signed by you on October 1, 1956.

Sincerely yours,

Frank E. Johnson

Acting Director

Enclosure

WRGriswold/gla
1-27-60
cc to: Director's Reading File
Operating Committee
OME Field Team, Region I (2)
Docket
Chron
Code 500

43683

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
So. 157 Howard Street
Spokane 4, Washington
November 19, 1959

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 23 1959

DATE	INITIALS	CODE
11-23	gad	220
11-23	HB	130
"	JEJ	110
11-27	HB	130
11-27	gad	220
"	JEJ	110
11/30	[illegible]	800
"	Discussed	500

Memorandum

To: Chairman, Operating Committee, OME

From: OME Field Team, Region I

Subject: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract No. Idm-E743

Enclosed are three copies of a Field Team Final Engineering Report on this project prepared by S. W. Zoldok, Mining Engineer, Bureau of Mines. The Field Team Final Geologic Report prepared by William C. Prinz, Geological Survey, was submitted in June 1959. We have arranged this report so that it can be placed in the same folder as the Field Team Final Geologic Report.

Work completed under the contract included 980 feet of drifting and crosscutting and 99.2 feet of winzing. It is estimated that this work resulted in the discovery of 2,324 tons of ore containing 13.5 ounces of silver per ton, 6.9 percent zinc, and 2.3 percent lead of which 1,453 tons averaging 35.2 ounces of silver per ton, 5.8 percent zinc and 3.7 percent lead have been mined. Both Zoldok and Prinz agree that the Operator's estimate of a reserve of 9,500 tons containing 12 ounces of silver per ton, 12 percent zinc, and 3 percent lead is overly optimistic.

A Certification of Discovery or Development was issued September 12, 1956, under the Prior Contract.

Reviewed by
OME OPERATING COMMITTEE
11-27-59
(date)

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

Stephen W. Zoldok
for Wing G. Agnew, Member
U. S. Bureau of Mines

Enclosures
cc: USBM(2)
USGS(SRO)
Prinz

USBM PART OF FIN. REPORT

OME

NOTE: THIS FIELD TEAM FINAL REPORT IS IN TWO SECTIONS--

A GEOLOGIC SECTION AND AN ENGINEERING SECTION.

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 23 1959

DATE	INITIALS	CODE
11-23	gad	220
11-27	JKB	130
		220

Reviewed by
OME OPERATING COMMITTEE
11-27-59
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
FIELD TEAM, REGION I

FINAL ENGINEERING REPORT

Amended Contract Idm-E743

by

S. W. Zoldok
Mining Engineer
U. S. Bureau of Mines

BOSS MINES, INC.
545 N. Rodney Street
Helena, Montana

Docket No.:	DMEA-3548
Commodity:	Lead-Zinc
Prior Contract date:	December 7, 1954
Amended Contract date:	September 18, 1956
Termination date:	October 9, 1957

BOSS AND ATLANTUS CLAIMS
Neihart Mining District
Cascade County, Montana

Reviewed by
OME OPERATING COMMITTEE
11-27-59
(date)

Spokane, Washington

November 1959

CONTENTS

	Page
INTRODUCTION	1
Summary	1
LOCATION AND ACCESSIBILITY	2
PROPERTY	2
Mine Workings	2
THE PROJECT	3
Ore Reserves	5
Summary of Factual Data	6
Discussion of Conclusions	7

ILLUSTRATIONS
(Same as for Final Geologic Report)

FINAL ENGINEERING REPORT

BOSS MINES, INC.
Boss and Atlantus Claims
Neihart Mining District
Cascade County, Montana

Amended Contract Idm-E743

* * * * * *

INTRODUCTION

This report describes the results of an exploration project for lead-zinc ore on the Boss and Atlantus claims in Cascade County, Montana. The project was conducted jointly by the Defense Minerals Exploration Administration and Boss Mines, Inc., Operator under the contract.

Summary

The purpose of the project was to explore for lead and zinc by extending the Rochester crosscut through an area where several veins were known to exist in old workings at a higher elevation and to explore any promising veins that were found.

Exploration work completed under terms of the contract consisted of 980 feet of drifting and crosscutting and 99.2 feet of winze sinking. The total cost of the exploration work was $39,399.30, and the Government's participation at 50 percent was $19,699.75. The Operator did 182 feet of drifting and about 100 feet of raising on his own account.

The exploration work on the 101 vein indicated the existence of 2,324 tons of ore averaging 2.3 percent lead, 6.9 percent zinc and 13.5 ounces of silver per ton. Of this ore the Operator mined 1,453 tons averaging 3.7 percent lead, 5.8 percent zinc and 35.2 ounces of silver per ton. Very little known minable ore remains in the mine.

LOCATION AND ACCESSIBILITY

The property is in the Little Belt Mountains, about half a mile east of Neihart, Montana. Neihart is on U. S. Highway 89, about 67 miles southeast of Great Falls, Montana.

The claims are at an altitude of approximately 6,000 feet in an area of medium to sharp relief. The terrain is covered by a heavy growth of conifers. Summers are mild while severe winters with heavy snowfall are characteristic of the region.

PROPERTY

The property, controlled by the Operator and subordinated under the contract, consists of the following patented claims:

Held by lease and option from the Neihart Consolidated Silver Mining Company and C. L. Hewitt:

Boss	Patent No. 3129
Atlantus	Patent No. 3128

Held by lease and option from the Broadwater Consolidated Mines, Inc.:

Rochester	Survey No. 2866
Unity	Survey No. 2911

The claims are located in sec. 29, T. 14 N., R. 8 E., M.P.M., Neihart Mining District, Cascade County, Montana.

Mine Workings

The Rochester Adit level is developed by a crosscut 960 feet in length and 313 feet of new drift in addition to an unknown, but small, amount of old drifts. The 101 vein is developed at depth by a 143-foot winze from the Rochester Adit level. From the winze the vein has been explored by 137 feet of drifting and cross-cutting on the 50 level, 45 feet on the 100 level and 268 feet on the 143 level. An exploratory raise connects the 143, 100, and 50 levels.

The underground workings are in a hard competent gneiss and schist and require no support except in areas of faulting or where dikes are cut.

The Rochester adit workings, though extensive, make only a small volume of water. The small amount of water in the winze was easily handled by a small capacity pump.

THE PROJECT

The Boss and Atlantus claims were to be explored under Contract No. Idm-E307, dated April 28, 1952. The proposed exploration would extend the Rochester crosscut an additional 350 feet and drift 200 feet on a favorable vein. The Operator was unable to finance the work and the contract was rescinded on August 14, 1952.

In an application, dated September 11, 1954, the Operator under the present contract proposed a similar exploration program consisting of 500 feet of drift and crosscut at an estimated cost of $27,865, including facilitating items.

The contract, dated December 7, 1954, authorized 540 feet of adit rehabilitation and 650 feet of crosscutting and drifting. The Operator had completed the adit rehabilitation, 42 feet of crosscut, an access road and compressor house prior to the effective date of the contract and funds allotted for nondrifting items were transferred to an additional 110 feet of drifting and crosscutting. The estimated cost of the project was $24,146.

Project work started on December 7, 1954, and was essentially completed by the end of November 1955. During this period the Rochester crosscut had been extended 399 feet and 313 feet of drifting was completed on four of the strongest veins exposed in the crosscut (pl. 2).

The 101 vein at 630 feet from the portal was explored by 125 feet of drift, including a short crosscut. This is the strongest vein exposed in the Rochester crosscut and consists of a zone, up to several feet wide, containing narrow veinlets of argentiferous galena and sphalerite in a quartz and carbonate gangue. The vein is highly broken up by faulting, making an accurate determination of its thickness very difficult. The best sample, across 6 inches of the vein, assayed 37.42 ounces of silver per ton, 5.97 percent lead and 3.1 percent zinc.

The 102 vein, at 780 feet from the portal, was explored to the south by 74 feet of drift. The vein consists of sparsely mineralized quartz-carbonate stringers in an altered zone about 10 feet wide. The best mineralization was at the crosscut intersection and a sample here assayed 22.2 ounces of silver per ton, 8.0 percent lead and 25.4 percent zinc across 6 inches.

The 103 vein, at 910 feet from the portal, was explored by 30 feet of drift to the south. The vein consists of a sheared zone on the hanging wall of a rhyolite dike with narrow sparsely mineralized quartz-carbonate veinlets. Considerable manganese stain is visible in the drift.

The 104 vein, at 950 feet from the portal, was explored by 31 feet of drifting to the north and 53 feet to the south. The vein is on the footwall contact between the schist and a rhyolite dike. The contact is highly sheared and stained by iron and manganese oxides. The best sample, taken at the crosscut-vein intersection, assayed 21.0 ounces of silver per ton, 10.1 percent lead and 26.0 percent zinc across 1.3 feet.

Several other narrow and weakly mineralized veins were cut by the Rochester crosscut, none of which warranted further exploration.

As the contract work approached its final stages, the Operator concentrated on sinking a winze on the 101 vein. The winze had been sunk to a depth of 45 feet and 804 tons of ore averaging 3.9 percent lead and 44.4 ounces of silver per ton had been extracted by April 9, 1956, when the Operator requested Government participation in extending the winze an additional 100 feet, drifting 500 feet from the bottom of the winze, and 1,150 feet of underground diamond drilling. The cost of this additional work was estimated at $36,525.

The only changes made in the Operator's proposal was to break it down into two stages. The Amended Contract, dated September 18, 1956, was set up in three stages. Stage I consisted of work done under the Prior Contract; Stage II authorized 3 diamond drill stations and 650 feet of diamond drilling from the Rochester crosscut, 100 feet of winze and 300 feet of drifting and crosscutting from the bottom of the winze; and Stage III authorized 200 feet of drifting and crosscutting, 2 diamond drill stations, and 500 feet of diamond drilling on the 150 (143) level. With attendant work items the estimated cost of the work under Stages II and III was $35,665 and the estimated total cost of the project was $57,208.50.

Work on Stage II of the project started on June 12, 1956, and stopped at the end of September 1957 for lack of funds. The contract was terminated by mutual agreement effective October 9, 1957, before completion of the work. During this period the winze was deepened 99.2 feet and 268 feet of drifting and crosscutting was done on the 143 level. The Operator, on his own account, also had completed 45 feet of drifting and crosscutting on the 100 level, 137 feet on the 50 level and ran a raise between the 143 and 50 levels.

The 101 vein on the 143 level has essentially the same character as on the Rochester adit level. About 130 feet northeast of the winze a northwesterly trending mineralized structure intersects the vein, forming a somewhat erratic or pockety ore

shoot having a minable length of about 65 feet. The Operator ran a raise to the 50 level from this intersection and from the immediate area of the raise mined 1,453 tons of ore during the contract period.

There were two amendments to the Prior Contract and one to the Amended Contract.

Amendment No. 1, dated July 27, 1955, to the Prior Contract, transferred funds allotted to adit rehabilitation, access road and compressor house construction to an additional 110 feet of drifting and crosscutting. The second amendment extended the completion period from 12 to 13 months.

Amendment No. 1, dated December 27, 1957, to the Amended Contract, authorized a recess, extended the completion date of the contract and increased the royalty payment period from 12 to 13 years from the date of the Prior Contract (December 7, 1954).

Ore Reserves

Sampling data on the 143 level indicates the existence of a somewhat erratic ore shoot minable over a length of about 65 feet. Across an average width of 1.5 feet the ore averages 4.5 percent lead, 13.7 percent zinc and 27.0 ounces of silver per ton. Over a mining width of 3 feet the ore will average half this. Using a tonnage factor of 12 cubic feet per ton then there is indicated:

$$\frac{65 \times 3 \times 143}{12} \text{ or } 2,324 \text{ tons}$$

having a grade of about 2.3 percent lead, 6.9 percent zinc and 13.5 ounces of silver per ton.

Between the 143 and Rochester Adit levels the Operator mined 1,453 tons of ore averaging 3.7 percent lead, 5.8 percent zinc and 33.2 ounces of silver per ton. No doubt a considerably larger tonnage was mined as only sorted ore was shipped to the smelter. It appears that there would remain very little minable ore in the winze area and the Operator's estimate of 9,500 tons of ore averaging 3 percent lead, 12 percent zinc and 12 ounces of silver per ton is overly optimistic.

Summary of Factual Data

Item	Units authorized	Units approved	Unit cost	Total cost
Stage I (Prior Contract)				
Drifting & crosscutting	760 ft	712 ft	$30/ft	$21,360.00
Assays	100 ea	54 ea	$3.40 ea	183.00
Technical services	10 days	none	$50/day	--
Total cost - Stage I				$21,543.50
Stage II				
Cut 3 DDH stations, Rochester level	30 ft	none	$30/ft	--
Diamond drill from Rochester level	650 ft	none	$5.50/ft	--
Sink winze on 101 vein	100 ft	99.2 ft	$85/ft	$ 8,432.00
Drift and/or crosscut, 143 level	300 ft	268 ft	$33/ft	8,844.00
Timbering	120 ft	none	$7.50/ft	--
Assays	100 ea	60 ea	$3 ea	180.00
Consulting engineer	8 days	8 days	$50/day	400.00
Total cost - Stage II				$17,856.00
Total cost - Stages I and II				$39,399.50

Stage III work was not started.

Total amount of contract	$57,208.50
Government participation at 50 percent	28,604.25
Total amount expended	$39,399.50
Government participation	19,699.75
Total amount unexpended	$17,809.00
Government's share unexpended	8,904.50

Net value of production during contract period	$34,244.25
Royalty payments received	$ 1,680.90

The Government has no equity in equipment and supplies used on the project.

Discussion of Conclusions

There were no unusual operating or administrative difficulties encountered during the project work. The Operator performed the work in a competent manner; however, he had considerable difficulty in financing his share of the exploration costs.

The exploration work disclosed a few areas of narrow high-grade mineralization, apparently erratically distributed through the several veins exposed. Only the 101 vein appeared promising enough to warrant further exploration. Winzing and drifting on this vein confirmed the lensy character of the narrow high-grade veins.

It is doubtful that further exploration would discover an ore body of significant size.

Distribution:
- OME(3)
- USBM(3)
- USGS(SRO)
- Docket
- Prinz

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
So. 157 Howard Street
Spokane 4, Washington
June 18, 1959

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"	JRJ	110
6/26	JHB	130
6/29	a	220
6/29	WPB	500

Memorandum

To: Chairman, Operating Committee, OME

From: OME Field Team, Region I

Subject: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract Idm-E743

In accordance with your memorandum of March 24, 1959, enclosed are three copies of sections covering Recommendations, Geology, and Exploration Possibilities comprising parts of a Field Team final report on this project prepared by William C. Prinz, Geologist, Geological Survey. Sections on Property, The Project, Summary of Factual Data, Ore Reserves, etc. are in preparation and will be forwarded shortly.

The project was successful in disclosing a small amount of silver-lead-zinc ore and a certification was issued September 12, 1956. The project was terminated by mutual agreement prior to completion of the authorized work because the Operator had no more funds with which to meet his share of the cost. The remaining work still represents valid exploration and could result in the discovery of significant amounts of additional ore. Government participation in the completion of this work is recommended should an operator with sufficient funds present an application.

for Stephen A. Zolotoff
Wing G. Agnew, Acting Executive Officer
U. S. Bureau of Mines

Donald R. MacLaren
Donald R. MacLaren, Acting Member
U. S. Geological Survey

Enclosures
cc: USBM(2)
USGS(SRO)
Prinz

Reviewed by
OME OPERATING COMMITTEE
6-26-59
(date)

FINAL FLD
TM REPORT

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
FIELD TEAM, REGION I

FINAL GEOLOGIC REPORT

Amended Contract Idm-E743

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUN 22 1959

DATE	INITIALS	CODE
6/26	JB	130
		220

by

William C. Prinz
Geologist
U. S. Geological Survey

BOSS MINES, INC.
545 N. Rodney Street
Helena, Montana

Docket No.:	DMEA-3548
Commodity:	Lead-Zinc
Prior Contract date:	December 7, 1954
Amended Contract date:	September 18, 1956
Termination date:	October 9, 1957

Reviewed by
OME OPERATING COMMITTEE
6-26-59
(date)

BOSS AND ATLANTUS CLAIMS
Neihart Mining District
Cascade County, Montana

Spokane, Washington

June 1959

CONTENTS

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RECOMMENDATIONS	1
GEOLOGY	2
EXPLORATION POSSIBILITIES	5

ILLUSTRATIONS

Plate 1.	Claim map showing the Rochester crosscut	In pocket
2.	Geology of part of the Rochester crosscut	In pocket
Figure 1.	Plan of 50 and 100 levels and cross section through winze	In pocket
2.	143 level 101 vein	In pocket
3.	Assay map 143 level	In pocket

FINAL GEOLOGIC REPORT

BOSS MINES, INC.

Boss and Atlantus Claims
Neihart Mining District
Cascade County, Montana

Amended Contract Idm-E743

* * * * * *

INTRODUCTION

This report presents sections on Recommendations, Geology, and Exploration Possibilities as part of a Field Team final report on a project conducted jointly by Boss Mines, Inc., and the Defense Minerals Exploration Administration under Amended Contract No. Idm-E743. The purpose of the project was to explore for lead-zinc ore on three claims in Cascade County, Montana (pl. 1).

RECOMMENDATIONS

Project work under the Prior Contract was successful in disclosing a small amount of silver-lead-zinc ore, and a Certification of Discovery or Development was issued on September 12, 1956.

The Amended Contract was terminated by mutual agreement before project work was completed because of the Operator's lack of funds. The remaining drifting on the 143 level and the diamond drilling from the Rochester and 143 levels still represent valid exploration and Government participation in the completion of this work is recommended if an operator with sufficient funds should present an application.

GEOLOGY

The geology of the area including the Boss and Atlantus claims has been described in the following publications:

Weed, W. H., 1900, Geology of the Little Belt Mountains, Montana: U. S. Geol. Survey, 20th Ann. Report, pt. 3, p. 271-581.

Schafer, P. A., 1935, Geology and Ore Deposits of the Neihart Mining District, Cascade County, Montana: Montana Bureau of Mines and Geology, Mem. 13.

The mine itself has been described in numerous DMEA Memorandum Reports, of which the following are the most significant:

Quinlan, J. J., and Puffett, W. P., Field Examiner's Report, Docket No. DMA-2015 (Lead-Zinc), Boss and Atlantus Claims, Neihart, Montana: dated Feb. 8, 1952.

Pinckney, D. M., Application for Additional Work, Docket No. DMEA-3548 (Lead-Zinc), Boss Mines, Inc., Boss and Atlantus Claims, Cascade County, Montana, Contract No. Idm-E743: dated July 10, 1956.

The Boss and Atlantus claims are in the Neihart Mining District which is in the core of an eroded dome that forms the Little Belt Mountains. The core of the dome is underlain primarily by lower Precambrian (pre-Belt) red and gray gneiss and hornblende-biotite gneiss which are overlain unconformably by the Neihart quartzite, the basal member of the Belt series. These rocks were intruded in turn by diorite porphyry and by rhyolite porphyry, the ages of which are unknown.

Most of the ore bodies in the Neihart district occupy veins in the gneisses and porphyries and are in an area of about 2½ square miles just east and northeast of the town. The veins generally trend a little east of north and dip 50°-80° W. They are composed mainly of white and pink carbonates, barite, quartz, galena, sphalerite, ruby silver minerals, and tetrahedrite. The ore is mined principally for its silver content, but it also contains considerable lead and zinc, some copper, and a little gold.

The Boss and Atlantus claims are underlain primarily by banded, red and gray feldspar-quartz-biotite gneiss which contains some chlorite, epidote, and hornblende and is cut by stringers and pods of red potash feldspar. Near the eastern end of the Rochester adit, the gneiss is cut by a dike of porphyritic rhyolite. At least 9 north- to northeast-striking and steeply dipping veins

have been found at the property, and 4 of them were explored by work performed under the DMEA contracts. The 4 veins have been numbered on the Rochester adit from west to east as follows: 101, 102, 103, and 104 veins (pl. 2). The 102, 103, and 104 veins are exposed only in the Rochester adit, whereas the 101 vein has been explored on the adit level in the winze, and on 3 levels from the winze. Near the veins, the gneiss has been subjected to hydrothermal alteration which has bleached the rock and destroyed its banding.

The 101 vein is the strongest vein found in the DMEA workings. It strikes about N. 35° E. and dips nearly vertical in the upper part of the mine and steeply to moderately southeast in the lower part (figs. 1 and 2). On the Rochester adit level, the vein is a mineralized and altered zone that contains stringers and thin veins of either galena, sphalerite, and pyrite, or pink and white carbonates. The vein is generally less than 10 feet wide, but in the main crosscut near a fault that strikes N. 15° E. and dips 50°-61° W. it widens to 50 feet. This fault probably splits from the vein or crosses it at a low angle, and the greater width of the vein is probably due to a pre-mineralization broken zone near the intersection of the fault and the vein into which the ore-bearing solutions had easy access.

At depth, the vein zone becomes narrower, but on the "50" and "100" levels the mineralized bands are wider and more continuous than on the Rochester adit level. Southwest of the winze on the "50" level the zone is as wide as 10 feet and consists of numerous discontinuous stringers and pods of sulfides and carbonates that have replaced intensely altered gneiss. Northeast of the winze on this level, the zone is as wide as 7 feet and is composed of relatively continuous bands of carbonates and sulfides separated by thin horses of altered gneiss. On the "100" level the vein zone is generally less than 4 feet wide, but it contains numerous stringers which are rich in galena and sphalerite. On the 143 level the vein is commonly less than 1 foot wide, but it does contain a remarkably persistent stringer of quartz, sphalerite, galena, and barite (fig. 2). Parts of this stringer are high grade (fig. 3), but it is everywhere narrow.

The 102 vein strikes N. 5°-10° E. and dips 50°-75° W. It is composed principally of sulfide and carbonate stringers as wide as 1 foot in a strongly sericitized zone as wide as 20 feet. Most of the vein is only slightly mineralized or barren, but it is a strong structure and provisions were made in the Amended Contract to explore it by diamond drilling from the 143 level.

The 103 vein is a slightly mineralized, faulted and broken zone from 2 to 12 feet wide in the hanging wall of the rhyolite porphyry dike.

The 104 vein strikes N. 5° E. and dips steeply to moderately to the west and is near the footwall of the rhyolite dike. North of the crosscut the vein zone consists only of barren faults, gouge seams, and some altered gneiss. South of the crosscut, the rhyolite dike and the vein diverge and the vein contains several stringers of sulfide and oxidized material which widen to a pod of brown and black oxides about 30 feet long and 4 feet wide. However, at the south face of the drift, the vein has pinched to two 6-inch bands of white and pink carbonates.

Numberous small, weak veinlets parallel the main veins in the Rochester adit and one such parallel vein was explored for a short distance on the 143 level. A cross vein that strikes northwest and dips moderately to the northeast was cut on the 143 level (fig. 2). This vein may be as wide as 2 feet and it contains several stringers and pods as wide as 25 inches of very high-grade material (fig. 3). However, these pods are discontinuous and too small to constitute ore.

A small ore body was found along the 101 vein between the "100" level and the Rochester adit northeast of the winze. This ore body yielded 1,458.5 short dry tons averaging 38.7 ounces silver per ton, 5.0 percent lead, and 5.8 percent zinc. The Operator stated in his final report that 9,500 tons remained in this area, but his estimate appears a bit optimistic. Most of the better grade ore has probably been mined.

EXPLORATION POSSIBILITIES

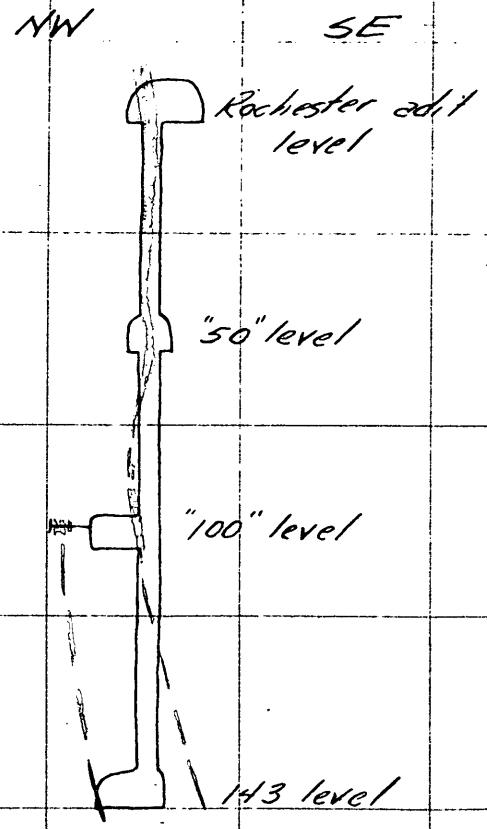
There remain to be completed under Stages II and III of the contract about 230 feet of drifting and crosscutting, 50 feet of diamond drill station preparation, and 1,150 feet of diamond drilling. The work completed under these two stages has resulted in the discovery of about 9,500 tons of indicated ore with an average grade of about 12 ounces silver per ton, 3 percent lead, and 12 percent zinc. Probably half as much ore of about the same grade can be inferred. There is a very good chance that completion of the contract work will result in a more significant discovery. However, until an applicant sufficiently well financed to bear his share of the costs applies it is recommended that no more Government funds be spent on this property.

Enclosures
Distribution:
OME(3)
USBM(3)
USGS(SRO)
Docket
Prinz

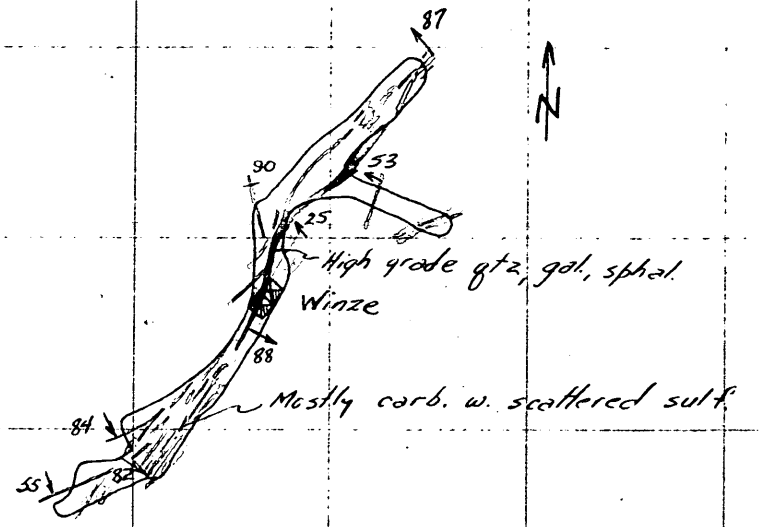
DEPARTMENT OF THE INTERIOR

PREPARED FOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
FINAL REPORT

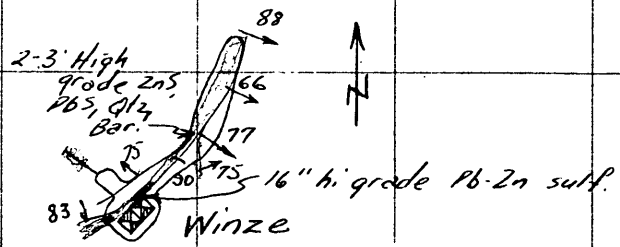
DOCKET No. DMEA-3548



Cross Section - Winze
(Plane of section - N.55°W)



Plan - "50" level



Plan - "100" level

Boss & Atlantas
Cascade County, Montana
Boss Mines, Inc

0 40 80 ft.

Figure 1

"ALBANENE" NO. 1908M K&E CO., N.Y. REG. U.S. PAT. OFF.
J. A. Gendron Co., Spokane

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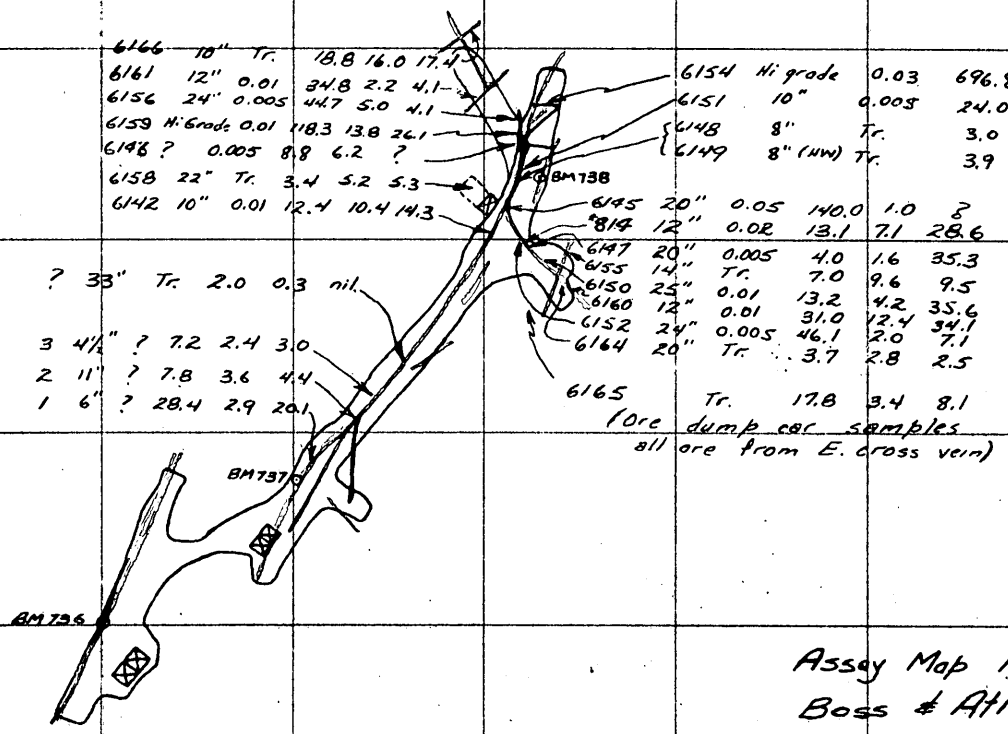
DEFENSE MINERALS EXPLORATION ADMINISTRATION
FINAL REPORT



Assay Map 143 Level
Boss & Atlantus
Cascade County, Montana

Boss Mines, Inc.

ASSAY PLAN

N

0 40 80 feet

Spec. No.	Width	Ozs. Au/ton	Ozs. Ag/ton	% Pb	% Zn

* DMEA sample

Figure 3

"ALBANENE" No. 105M K&E CO., N. Y. REG. U.S. PAT. OFF.

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DATE	INITIALS	CODE

DEPARTMENT OF THE INTERIOR PREPARED FOR DOCKET No. DMEA-3548

DEFENSE MINERALS EXPLORATION ADMINISTRATION
FINAL REPORT

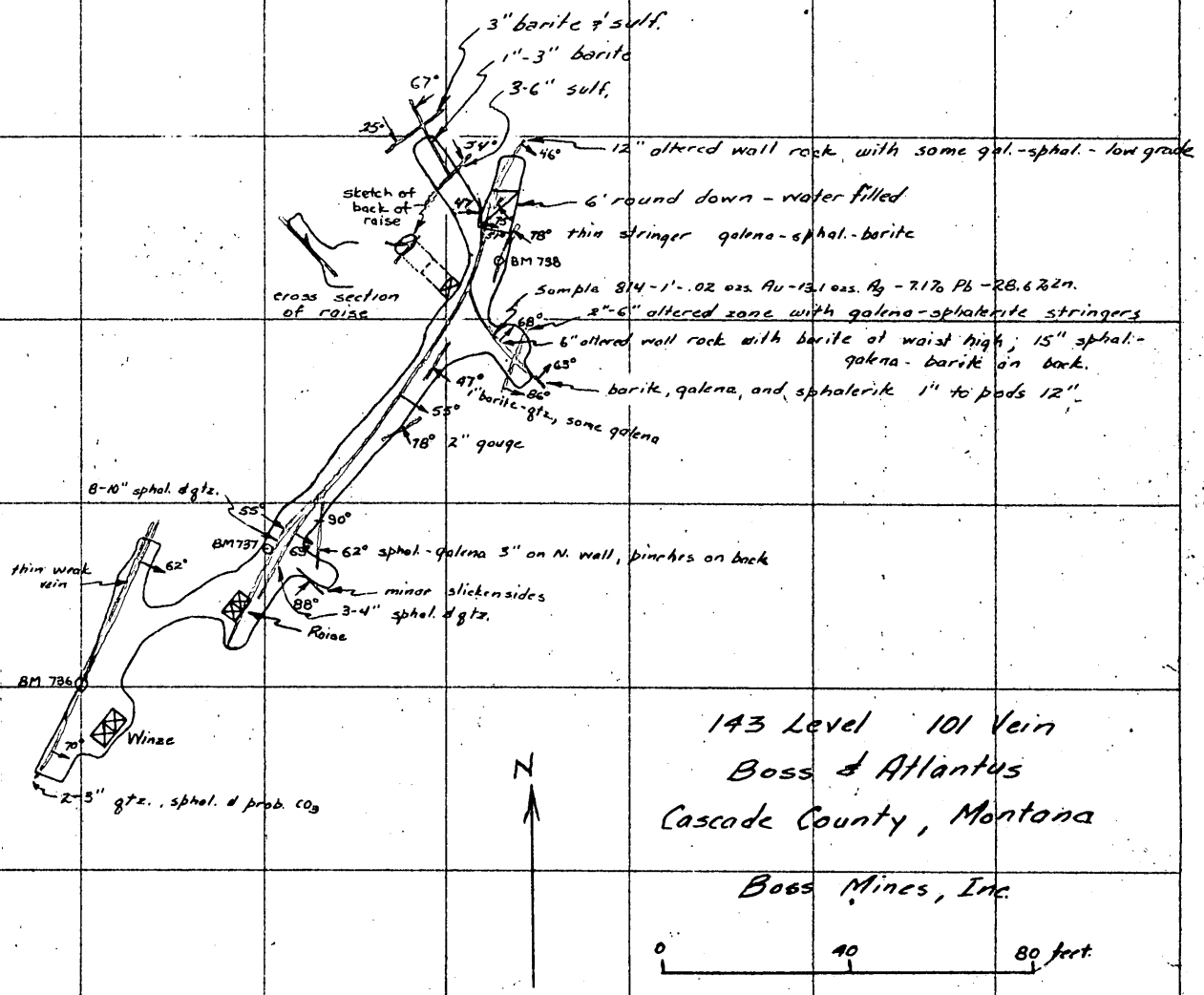

Figure 2

"ALBANENE" No. 100M K&E CO., N.Y. REG. U.S. PAT. OFF

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O. M. E.
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UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
1201 N. Division St.
Spokane 2, Washington

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O. M. E.
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October 21, 1959

Memorandum

To: Chairman, Operating Committee, OME

From: OME Field Team, Region I

Subject: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract No. Idm-E743

This is in reply to your memorandum of October 9, 1959, regarding some sections of the final report on the above project.

Since about the middle of this calendar year there has been a drastic reduction in the personnel assigned to OME work with the result that we were unable to complete this report on schedule.

An effort will be made to complete this report in the near future.

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

Stephen W. Zolotok
for Wing G. Agnew, Member
U. S. Bureau of Mines

cc: USGS (2)
Docket

MME Form 7
(10-58)

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10/8	[illegible]	500
10/9	GCL	130
10/9	[illegible]	110
10/12	RCW	220
		500

OCT 9 1959

Memorandum

To: Executive Officer, OME Field Team, Region I

From: Chairman, Operating Committee, OME

Subject: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract No. Idm-K743

On June 18, 1959, you forwarded to us part of the final Field Team report on the cited project. You stated, "Sections on Property, The Project, Summary of Factual Data, Ore Reserves, etc. are in preparation and will be forwarded shortly." So far, this material has not been received.

George C. Selfridge

APPROVED:

Frank D. Lamb

Member, Bureau of Mines

Harold Kirkemo

Member, Geological Survey

WRGriswold/gla 10-8-59
cc to: Director's Reading File
Operating Committee
Mr. Bishop, USBM
Mr. Kirkemo, USGS

43683

DMEA
RECEIVED 19 [illegible]
DATE | INITIALS

1201 N. Division St.
Spokane 2, Washington

August 28, 1958

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

Re: Docket No. DMEA-3548 (lead-zinc)
Boss Mines, Inc.
Amended Contract No. Idm-5745

Dear Mrs. Long:

The work completed was done to the satisfaction of the Government. The contract was terminated by mutual agreement on July 14, 1958, effective as of October 9, 1957. A final report evaluating the results of the exploration program has been presented by the Operator and accepted by the Executive Officer.

The Government has no equity in equipment, materials or supplies used on the project.

The project was certified on September 12, 1956, under the Prior Contract.

A final Report of Review dated August 18, 1958 by DMEA Auditor C. A. Turner has been received.

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

Sincerely yours,

Wing G. Agnew, Acting Exec. Officer
DMEA Field Team, Region I

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

see folder #2

9/2 C 220
9/9 800
~~1000~~

No. 157 Howard Street
Spokane 4, Washington
August 29, 1958

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract No. Dme-2743

Dear Mr. Hewitt:

Enclosed for your information and files is a copy of Report of Review, dated August 18, 1958, by C. A. Tanner, DMEA Auditor. This Report of Review covers the months of December 1954 to September 1957.

This report shows a balance due Boss Mines, Inc., of $187.25. This money will be scheduled for release early in September.

Sincerely yours,

Donald N. MacLaren
For: Wing G. Agnew
Acting Executive Officer
DMEA Field Team, Region I

Enclosure

cc: DMEA(3)
DMEA(2)
DMEA(AD)
Tanner
Price

DMEA 1/2

1201 N. Division St.
Spokane 2, Washington

August 28, 1958

9/2 C 220
9/2 800
" alt 500

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

Re: Docket No. DMEA-3548 (lead-zinc)
Boss Mines, Inc.
Amended Contract No. Idm-E745

Dear Mrs. Long:

The work completed was done to the satisfaction of the Government. The contract was terminated by mutual agreement on July 14, 1958, effective as of October 9, 1957. A final report evaluating the results of the exploration program has been presented by the Operator and accepted by the Executive Officer.

The Government has no equity in equipment, materials or supplies used on the project.

The project was certified on September 12, 1956, under the Prior Contract.

A final Report of Review dated August 18, 1958 by DMEA Auditor C. A. Turner has been received.

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

Sincerely yours,

Wing G. Agnew, Acting Exec. Officer
DMEA Field Team, Region I

cc: DMEA (2)
USGS (2)

1321 N. Division St.
Spokane 2, Washington

August 26, 1958

Mr. G. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 984
Helena, Montana

Re: Docket No. DMEA-3548 (lead-zinc)
Boss and Atlantic Claims
Granite County, Montana
Contract No. [illegible]-3743 (Amended)

Dear Mr. Hewitt:

Reference is made to our letter to you of August 11, 1958, enclosing a copy of Royalty Audit Certificate, dated July 9, 1958, by G. A. Turner, DMEA Auditor. We find that it will be necessary for you to formally claim your royalty overpayment of $31.32 before we can refund it to you. This can be done by writing us a letter requesting a refund of the overpayment.

Sincerely yours,

Wing G. Agnew
Acting Executive Officer
DMEA Field Team, Region I

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

8/28 C 220
" K 500

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
8/25	G McCarthy	800
8/25	[illegible]	800
8/25	C	220
8/26	Alt	500

AUG 25 1958

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Contract No. Idm-E743 (Amended)

Dear Mr. Turner:

Your Report of Review on the above referenced contract is acceptable and normal distribution is authorized.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Director
Contract Administration
and Audit Division

GMcCarthy/GMcC
August 25, 1958

cc: Docket
Admr. Reading File
Mr. Chambers

8623

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
So. 157 Howard Street
Spokane 4, Washington
August 18, 1958

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DMEA
RECEIVED AUG 22 1958

DATE	INITIALS	CODE
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		5-00

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Selfridge:

We are enclosing the original and one copy of a Final Report by C. L. Hewitt, president of the company, on the exploration done under DMEA contract at the Boss and Atlantus claims, Cascade County, Montana. This report is acceptable to the Field Team as a Final Report. Although the contract work was not completed, the work done was sufficient to justify a Certification of Discovery or Development under Prior Contract No. Idm-E743, issued on September 12, 1956.

Also enclosed are the Government and Audit copies of a Termination Agreement for this project signed by the Administrator for the Government and by Mr. Hewitt for the company. Other copies of this Termination Agreement have already been distributed.

By Field Team, Region I

A. E. Weissenborn by [illegible]
A. E. Weissenborn, Exec. Officer
U. S. Geological Survey

Thomas E. Howard
for Wing G. Agnew, Member
U. S. Bureau of Mines

Enclosures
cc: USBM(2)
USBM(AD)
Prinz
Turner
Dictated by AEW 8/15/58

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DMEA
RECEIVED AUG 22 1958
CODE
8/25 J.J. 225
8/25 660 800
500

1301 N. Division St.
Spokane 2, Washington

August 12, 1958

Mr. O. A. Turner
DMEA Auditor, Region I
1301 N. Division Street
Spokane 2, Washington

Re: Docket No. DMEA-3546 (lead-zinc)
Bunker Hill, Inc.
Dean and Atlantic Claims
Okanogan County, Washington
Amended Contract No. DMA-2745

Dear Mr. Turner:

The contract was terminated by mutual agreement on July 14, 1958, effective as of October 9, 1957. All the work performed was done to the satisfaction of the Government.

A final inspection report on the completed work was submitted by John A. Boucher on November 25, 1957.

The Operator's final engineering and geological report was received on August 11, 1958. It is considered as having met the requirements of Article 5(c) of the contract.

The Government has no equity in equipment, materials or supplies used on the project.

The project was certified on September 12, 1956, under the Prior Contract.

Work quite completed within the terms of the contract are:

Stage I	Authorized	Completed
Work performed under the Prior Contract		
Stage II		
Cut 3 DD stations, Rochester level	30 ft.	0
Diamond drill from Rochester level	690 ft.	0
Sink winze from Rochester level	100 ft.	99.2 ft.
Drift and/or crosscut from winze	300 ft.	264 ft.
Timbering	120 ft.	0
Assaying	100 samples	66
Engineer-geologist	8 days	6 days

Stage III Not started.

It is now in order for you to issue your Report of Review.

By Field Team, Region I

L. E. Wilkenborn, Exec. Officer
U. S. Geological Survey

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

cc: MSHA (3)
USGS (3)
USBM (3)

DOCUMENT CONTROL
APPROVED AUG 2 2 1958
DATE | INITIALS | CODE

1201 N. Division St.
Spokane 2, Washington

August 12, 1958

Mr. G. A. Turner
DMEA Auditor, Region I
1201 N. Division Street
Spokane 2, Washington

Re: Project No. DMEA-5541 (Lead-zinc)
Bunker Hill, Inc.
Bunker and Atlantic Claims
Coeur d'Alene County, Idaho
Amended Contract No. Ida-8945

Dear Mr. Turner:

The contract was terminated by mutual agreement on July 14, 1958, effective as of October 9, 1957. All the work performed was done to the satisfaction of the Government.

A final inspection report on the completed work was submitted by John A. Bunker on November 25, 1957.

The Operator's final engineering and geological report was received on August 11, 1958. It is considered as having met the requirements of Article 5(c) of the contract.

The Government has no equity in equipment, materials or supplies used on this project.

The project was certified on September 12, 1956, under the Prior Contract.

Work units completed within the terms of the contract are:

Item I	Authorized	Completed
Work performed under the Prior Contract		
Item II		
Cut 3 X 3X stations, Rochester level	[illegible] ft.	0
Diamond drill from Rochester level	650 ft.	0
Block winze from Rochester level	100 ft.	75.5 ft.
Drift and/or crosscut from winze	300 ft.	[illegible] ft.
Timbering	[illegible] ft.	0
Assaying	100 samples	60
Engineer-geologist	8 days	8 days

Item III Not started.

It is now in order for you to issue your Report of Review.

By Field Team, Region I

L. E. Weissenborn, Mang. Officer
U. S. Geological Survey

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

cc: [illegible] (3)
[illegible] (2)
[illegible] (All)

8/14	J.L.G.	225
8/15	GW	800
	WRM	500

No. 157 Bangor Street
Spokane 4, Washington

August 11, 1958

Mr. C. L. Hewitt, President
Rose Mines, Inc.
P. O. Box 966
Helena, Montana

Re: Docket No. DMEA-9546 (Lead-zinc)
Rose and Atlantic Claims
Granite County, Montana
Contract No. [illegible] (Amended)

Dear Mr. Hewitt:

Enclosed for your files is a copy of Royalty Audit Certificate, dated July 9, 1958, by G. A. Turner, DMEA Auditor. This audit covers the period from December 7, 1954 to October 2, 1957.

The audit established that an overpayment of $[illegible] had been made the Government on production subject to royalty. The amount of the overpayment will be released to you, together with any funds currently being withheld, when a final audit of your account is completed.

Sincerely yours,

A. R. Weisenborn
Executive Officer, DMEA
Field Team, Region X

Enclosure

cc: DMEA (2)
USBM (2)
USBM (AS)
Turner
Prinz

OFFICIAL FILE COPY
D M E A
RECEIVED AUG 22 1958
DATE | INITIALS | CODE
8/22 | H.J. | 220
8/25 | E.E. | 800
8/25 | Ault | 500

FINAL REPORT

August 8, 1958

Mr. A. E. Weissenborn
D. M. E. A.
South 157 Howard Street
Spokane 4, Washington

RECEIVED
AUG 11 1958
U. S. G. S.
SPOKANE, WASH

Docket DMEA 3548
Boss & Atlantus Claims
Cascade County, Montana
Contract IDM E 743 with
amendments thereto.

Dear Mr. Weissenborn:

Work was started on our contract on December 7, 1954. The starting point was 42 feet ahead of original face of Rochester tunnel. This 42 feet was not on the contract. Crosscut was advanced 67 feet in December 1954. Rock encountered hard gneiss. At a point 85 feet from original starting point small veins of fairly good ore were cut running about 20° off course of crosscut. These veins and structures were badly twisted by faulting and the mineralized zone continued for approximately 35 feet.

In January 1955 the crosscut was advanced 91 feet through much harder gneiss and considerable increase in the flow of water from small seams mostly on the north side of crosscut. The crosscut was continued through February 1955, advancing 85 feet in some hard gneiss. At 265 feet from our starting point two small veins about 8" in width were cut showing high grade lead and zinc, making a mineralized zone of about 12 feet in width but too low grade to be of interest. The crosscut was extended another 115 feet in March 1955, reaching 400 feet from our starting point. Several small slips and stringers were cut and the face was approximately 90 feet ahead of where we expected to cut the large vein on dike showing on the surface, our objective.

In the month of April 1955, the crosscut was advanced 5 feet cutting a large dike showing low grade lead and zinc averaging only 1.1% pb. and 1.6 zn. with 2 oz. ag. We drifted north on a vein later designated as 101 drift. This vein was on the east side of the faulted zone and is 125 feet from point where crosscut was started. During the month we advanced 81 feet on this vein and run several 10 foot holes in the west wall but nothing was cut in these holes. The first 30 feet of this 101 drift showed high grade lead ore about 4 feet in width assaying 12% pb. and 60 oz. ag., but it became consistently lower as we advanced north on the vein. In May 1955 this drift on the 101 vein was extended to 101 feet from our crosscut where it became very lean and little mineral showing, although, the vein structure is still strong with quartz and spar showing, indicating possible ore shoots farther north. A crosscut was run 15 feet to the west to explore the small stringers we had cut in the drift but nothing was shown in this work.

In June 1955 we drifted 35 feet on vein designated as 104 S vein,

lying along the dike in face of crosscut. This 104 vein is about 6 feet wide, soft and broken showing very little mineral. It is striking N 10 E and dips 65° to the west. This work was discontinued. In July 1955 we drifted south, 45 feet on vein designated as 102. The values shown were very low so this work was stopped for time being. We put in two rounds in a raise from our 101 N drift about 50 feet from the crosscut which shows fairly good ore about 2 feet wide, in the back of raise. Good ore was showing in the bottom of the 101 N. drift up to 25 feet north of our crosscut so we started a winze on this ore. We went down 9 feet in high grade ore all the way about 5 feet wide.

In August 1955, we advanced our main crosscut 22 feet when the work was stopped, no more crosscutting or drifting being authorized. This 22 feet was all in the dike, showing very little mineral.

In September 1955 our work was confined to winze sinking and four shipments were made to the A. S. & R. at East Helena smelter. A "horse" split the vein but good ore still showing on both walls.

In October 1955 we were authorized to drift south 30 feet on the "Dike" vein and 12 feet to the north on same vein. Both drifts shows heavy gouge but very little mineral so that work was discontinued.

We also started drifting north from our 45 foot level in the winze and the vein is showing wide in a good grade of ore, and I applied for DMEA participation in this winze work and drifting from winze which was later authorized.

In November 1955, we advanced 24.5 feet south on the "Dike" vein, also 17 feet to the north on same vein but no values of interest were disclosed so this work was abandoned. Work was continued on the 45 foot level from the winze and approximately 100 feet of drifting has been done on this level, all in good ore.

From November 1955 to June 1956, our work was confined to stoping and shipping ore between the 45 foot winze level and the adit level.

In June 1956 sinking was resumed in the winze. At 89 feet below our adit level the vein looked strong and appeared to be leaving the winze on its westerly dip. At this point we crosscut 6 feet to the west and then drifted 15 feet to the north on the vein. The face of N drift showing strong and high grade, assaying across 5½ feet, 75 oz. ag., 9.6% pb., and 28.5% zn. Later this was proven to be near the northerly limits of this ore shoot. We did no drifting at this time to the south but the vein was showing strong in the S.W. corner of winze and assayed 7.2 oz. ag, 3% pb. and 18.1 zn. across 4 feet in width.

Work was continued in the winze sinking in November 1956 and at approximately 105 feet below the adit level, we cut a faulted section of broken gneiss plunging about 65° to the east and our ore was badly shattered but still showing for another 10 or 12 feet when we again entered the harder gneiss with no further ore showing.

In December 1956, the winze was sunk only 4 feet due to employees vacation and some timbering repairs necessary in winze and on adit level. The winze was sunk 3.5 feet in January 1957 and a drift was run northerly on what appeared to be our vein. However, this proved to be another vein and too low grade to work. After some long hole drilling to the east where we cut several feet of mineralized vein with some heavy sulphide, we run a crosscut 50 feet and found some sulphide, heavy gouge, and decided this was the main vein faulted to the east. Long holes extended 32 feet farther to the east did not show any ore so drifting to the north was carried out 33 feet northerly on the 150 level but the vein became weaker and very little ore showing in the face.

A raise was started on the vein 23 feet south of where vein was cut and run through to the 50 foot level. Twenty feet below the 50 foot level fairly good ore was encountered and stoped up to the 50 foot level in a short ore shoot. The raise shows that the fault has shattered the vein at about the 130 foot level and it is doubtful that it will be picked up below that point.

The north drift was extended and at a point 80 feet north of station, 737, where vein was cut, a cross vein was intersected and some drift= ing easterly shows high zinc in small lenses but no ore shoot worth raising on. A short raise to the west on this vein made about the same showing.

In extending the drift to the north on the 150 level some high grade ore was cut at 94 feet from starting point but a round of 5 feet put down on this ore shows it to be a small pocket and no more ore was found so that was abandoned. Further drifting on the 150 level vein to the north shows very little ore although the vein is going on strong to the north with considerable quartz and spar indicating possibility of other ore shoots to the north so this condition is characteristic of the veins in the district.

No work was done on the 145 foot level to explore the vein to the south of the winze as the company was out of funds. I did manage, however, by advancing personal funds to go around the winze on the 100 level and explore the vein south of the winze, about 22 feet. The vein shows strong there with about 6 feet of lower grade ore averaging 4% pb., 18% zn. and 18 oz. ag.

A total of 509.5 feet of drifting, and 99.5 feet of winze sinking, and 565 feet of crosscutting was carried out on contract work, also 310 feet of long hole drilling at our own expense.

I believe we have an assured tonnage of ore partially blocked out between the adit level and the 145 foot level of 9500 tons. We have the structure on main vein continuing both north and south on the adit level, the 50 foot level and 100 foot level as well as to the north on the 145 foot level.

The ore that is partially blocked out should average 3% pb., 12% zn. and 12 oz. ag.

I would like very much to complete the program as outlined in stages 1, 2, and 3, as this work is well planned and should prove the extentions of the veins and possibly locate other veins in this well mineralized area. The high grade ore shoots are short but of good grade ore. However, the whole system of ore shoots should be regarded as milling ore due to the grade and mixture of lead and zinc which can easily be separated by milling.

As I have said, I would like to complete the job but the stockholders will not advance the funds to match the DMEA funds which are available so there is no alternative but to terminate the contract.

In conclusion, I wish to express my gratitude to the DMEA field team of engineers and geologists who were most cooperative and helpful at all times, rendering valuable assitance to the project.

Yours very truly,
BOSS MINES, INC.

C. L. Hewitt

C. L. Hewitt, Pres.

August 4, 1958

Mr. A. E. Weissenborn
D. M. E. A.
South 157 Howard Street
Spokane 4, Washington

Docket No: DMEA 3548
Boss & Atlantus Claims
Cascade County, Montana
Amended Contract No: IDM [illegible]

Dear Mr. Weissenborn:

Your letter of July 23rd with copies of termination agreement has been received. I am enclosing the original and four copies as requested, duly signed.

I am also enclosing original and four copies of final report which I trust will meet with your approval.

Yours very truly,
BOSS MINES, INC.

C. L. Hewitt, Pres.

RECEIVED
AUG 11 1958

So. 157 Howard Street
Spokane 4, Washington
July 23, 1958

7/28 C 220
7/28 Rev 800
500

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Hewitt:

In accordance with your letters of June 2 and 24, 1958, our Washington office has prepared the original and four copies of a Termination Agreement, which are enclosed. If the agreement meets with your approval, kindly sign all copies, keep that copy marked for the Operator, and return the rest to this office. If it does not meet with your approval, please return all copies, unsigned, with your comments.

We also wish to acknowledge your letter of July 10. We regret that the circumstances are such as to prevent you from completing the contract. In order to proceed with the closing out of the contract, we will have to have the final report which we referred to in our letters of June 6 and 27. We do not know if you intended your letter of July 10 to be a final report, but if so, it is too brief; you should enlarge upon it along the lines mentioned in our letter of June 27.

By Field Team, Region I

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

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

Enclosures
cc: DMEA(2) w/incoming 7/10
[illegible]BM(2)
[illegible](AD)
Prin

ORIGINAL FILE COPY
DMEA
RECEIVED JUL 28 1958
DATE | INITIALS | COPY

Helena, Montana
July 10, 1958

Field Team, Region I
D. M. E. A.
South 157 Howard St.
Spokane 14, Washington

Re: Boss Mines, Inc.
Docket # 3548
Contract IDM E743
Cascade County, Montana
Boss & Atlantus Claims
Lead & Zinc

Gentlemen:

I have exhausted every possibility of obtaining funds with which the Boss Mines, Inc. could complete the exploratory contract on it's properties at Neihart, Cascade County, Montana, therefore, I request termination of the contract. It is with deep regret that I find it necessary to take this action.

I am fully convinced that we would have a valuable property with substantial ore reserves if we could complete Stage 1 and Stages 2 & 3 of the work as outlined in the contract. Under the contract, we completed 102 feet of crosscutting and 166 ft. of drifting, also 99.5 feet of winze sinking.

While the ore shoots explored were fairly short, the ore was of very good grade. I estimate that we have a tonnage of 9500 tons developed between the adit level and the 145 foot level. This ore is of a good milling grade and should average 3% Pb., 12% Zn. and 12 oz. Ag. The ore is all a clean sulphide which would be amenable to selective flotation treatment yielding a high grade lead and zinc concentrate.

The greatest set back in our work was due to the faulting which occurred at a depth of approximately 120 feet below the adit level. The ore below that point was badly scattered and broken. However, I believe that with the completion of the work, other ore shoots would have been developed as well as new veins proven.

If I am able to consolidate other properties in the district and make financial arrangements, I would like to go ahead on a larger scale, with development of the hill from the Moulton shaft. If these plans materialize, I would like to apply for a new contract in a new company and in such event, would like to include the balance remaining to be paid on the above contract, through royalties.

I would like to thank the Field Team, It's geologists and engineers, all of whom were most cooperative and gave us much valuable assistance. It has been a pleasure to work with them.

Yours very truly,

C. L. Hewitt, Pres.
BOSS MINES, INC.

RECEIVED
JUL 14 1958
U. S. G. S.
SPOKANE, WASH

DMEA

A Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
7/14	Fisher	800
7/15	C	220
7/15	WPly	500

JUL 14 1958

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss & Atlantus claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Turner:

Your royalty audit report covering the above-cited project is acceptable and normal distribution is authorized.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Director
Contract Administration
and Audit Division

CEFisher/GMcC
July 14, 1958

cc: Docket
Admr. Reading File
Mr. Chambers

8623

~~500~~
Field

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

July 9, 1958

Memorandum

To: Operating Committee

From: Jay L. Chambers, Director
Contract Administration and Audit Division

Subject: Attached Termination Agreement
Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Amended Contract No. Idm-E743

Is it the intention of this Termination Agreement to make the Operator keep all records including reports, accounts, audits, etc. until December 7, 1967, or is it merely the intention to keep the records for a period of three months except those pertaining to royalty? It appears to me that paragraph four of the Termination Agreement should be rewritten.

SPECIAL FILE COPY
DMEA
RECEIVED JUN 30 1958

DATE		
6/30	C	220
7/1	400	800
7/2	~~[illegible]~~	500

So. 157 Howard Street
Spokane 4, Washington

June 27, 1958

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Hewitt:

This is in reply to your letter of June 24, 1958, and in further reference to our letter of June 6, 1958.

We have forwarded your request for termination to Washington and if a termination agreement is prepared we will forward it to you for your signature. Other than that there are no forms for you to fill out.

The final report to which we referred in the second paragraph of our letter of June 6 should describe the contract work completed, an estimate of reserves resulting from that work, a summary of the costs, and a brief description of the geologic features exposed by the contract work. You will find most of the information you require in your copies of monthly progress reports and vouchers. In essence, the final report will be a compilation in one report of the history of the project as given piecemeal in your monthly narratives and vouchers.

By Field Team Region I

Wing G. Agnew, Act. Executive Officer
U. S. Bureau of Mines

Donald R. MacLaren, acting Member
U. S. Geological Survey

cc: DMEA (2) w/incoming
USBM (2)
USBM(AD)
Prinz

BOSS MINES, INC.

OFFICE
P. O. BOX 904
HELENA, MONTANA

MINES:
NEIHART, MONTANA

PHONE MI 2-1145

June 24th,1958.

Mr. A. E. Weissenborn
DMEA
So. 147 Howard St.
Spokane 4, Wash.

Re Docket No DMEA-3548
Boss and Atlantus claims
Cascade County, Mont.
Amended contract IDM-E743

DMEA

Dear Mr. Weissenborn;-

Your letter of the 6th regarding the termination agreement on the Boss Mines Inc contract, has been recieved and I have again appealed to my associates to try to carry on and finish the work that we started out to do.

I offered to put in more money personally,although I have already invested several thousand dollars more than the agreement with them called for.

They just refuse to put up more money and I can not put up enough myself,so there is nothing I can do but terminate the contract.

I believe it would have bemn better had there been no production as they thought,when they saw a few smelter returns that the project should be self supporting and in fact were asking about when they would get a dividend.

They did not appreciate the fact that the small production was just an effort to reduce the investment necessary to complete the exploration project.

After operations were suspended,they left me with a payroll to take car of as well as all P R taxes and some other accounts which totaled up to a nice chunk of money.

If there are any forms to be filled out, I would like to get the blanks so that I can get the job finished.

I also wish to thank you and the entire staff for the assistance and cooperation extended to us.

Yours very truly,

C.L.Hewitt Pres.
Boss Mines Inc.

REC
JUN

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
7/8	Griswold	500
7-9	Chamberlin	800
7/11	[illegible]	130
7/10	Johnson	110
"	Westfield	100
7/14	[illegible]	220
		500

500

JUL 14 1958

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract No. Ida-E743

Dear Mr. Weissenborn:

With reference to your letter of June 6, 1958, we are enclosing the original and four copies of a Termination Agreement for the cited project, which have been signed by the Administrator for the Government. Also enclosed are two extra copies of the termination agreement for the use of the Field Team.

If the agreement meets with your approval, kindly present it to the Operator for approval and signature and, when completed, distribute all the copies in the usual manner. Otherwise, and if any proposed change should lie beyond your delegated authority, return all copies to us with your recommendations.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (HB)
WRGriswold/er 7/8/58
Copy to: Docket
Admr R File
Op. Committee
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

Enclosures

APPROVED:

Frank D. Lamb (HB)
Member, Bureau of Mines

Thor H. Kiilsgaard (HB)
Member, Geological Survey

8623

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

July 9, 1958

Memorandum

To: Operating Committee

From: Jay L. Chambers, Director (Signed) J. L. Chambers
Contract Administration and Audit Division

Subject: Attached Termination Agreement
Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Amended Contract No. Idm-E743

Is it the intention of this Termination Agreement to make the Operator keep all records including reports, accounts, audits, etc. until December 7, 1967, or is it merely the intention to keep the records for a period of three months except those pertaining to royalty. It appears to me that paragraph four of the Termination Agreement should be rewritten.

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code

July 8, 1958

Memorandum for the Docket

From: Director, Division of Base Metals

Subject: Justification for Termination Agreement for
Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract No. Idm-E743

The contract is being terminated due to the Operator's inability to secure more funds to proceed with the work.

Since the project has already been certified the equity of the Government is not in jeopardy.

W. R. Griswold

WRG/er
Docket
Admr R File
Chron.

8623

July 6, 1958

Memorandum for the Docket

From: Director, Division of Base Metals

Subject: Justification for Termination Agreement for
Docket No. DMA-3518 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantic Claims
Cascade County, Montana
Amended Contract No. Idm-2713

The contract is being terminated due to the operator's inability to secure more funds to proceed with the work.

Since the project has already been certified the security of the Government is not in jeopardy.

W. R. Griswold

WRG/er
Docket
Author R File
Chron.

OFFICIAL FILE COPY

Date	Surname	Code

500

June 27, 1958

Memorandum

To: Associate Solicitor, Division of Mineral Resources

From: Director, Division of Base Metals

Subject: Preparation of Termination Agreement for Docket No. DMEA-3548, Boss Mines, Inc., Boss & Atlantus Claims, Cascade County, Montana, Amended Contract No. Idm-E743, Lead-Zinc.

Will you kindly prepare a Termination Agreement for the cited Amended Contract, effective as of October 9, 1957.

The project has already been certified, hence nothing need be provided other than the Operator's responsibility for a final report.

W. R. Griswold

W. R. Griswold

WRG/er
Copy to: Docket
Chron.

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

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 12 1958

DATE	INITIALS	CODE
6/12	C	220
		130
6/12	WPS	500

June 6, 1958

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Selfridge:

Enclosed are three copies each of a self-explanatory letter dated June 2, 1958, from the referenced Operator, and our reply.

Under the circumstances, we recommend that the contract be terminated.

By Field Team, Region I

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

Thomas E. Howard
for Wing G. Agnew, Member
U. S. Bureau of Mines

Enclosures

cc: USBM (2)
USBM (AD)
Turner
Prinz

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 12 1958

So. 157 Howard Street
Spokane 4, Washington

June 6, 1958

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Hewitt:

We are sorry to receive your letter of June 2, 1958, requesting that your DMEA contract be terminated. We have forwarded your letter to Washington.

We cannot release any of the $200 currently being withheld until we receive five copies of an acceptable final report which should include a geological and engineering evaluation of the results of the work completed and a resume of the costs as described in Article 5(c) of your contract. When we receive this, we will have an audit made, after which we will release any funds due you.

By Field Team, Region I

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

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

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

BOSS MINES, INC.

OFFICE
P. O. BOX 904
HELENA, MONTANA

MINES
NEIHART, MONTANA

PHONE HI 2-1145

OFFICIAL FILE COPY
DMEA
RECEIVED 1958

June 2, 1958.

Mr. A. E. Weissenborn
Executive Officer, DMEA
S. 157 Howard St.
Spokane 4 Wash.

Re Docket No DMEA-3548 (Lead-Zinc)
Boss and Atlantus Claims
Cascade County, Montana

Amended Contract No. Idm-2[illegible]

DMEA(3)

Dear Mr. Weissenborn;-

This letter is to advize you that the stock-holders in the Boss Mines Inc., refuse to go along with any further financing.

I have been unable to arrange for a reorganization that would provide funds with which to procede with the work.

Under these conditions, I would like to terminate the contract, with the understanding that if I do negotiate a deal thru any reorganization to operate these properties, or if I am still President of the Boss Mines when any future operations take plane, I agree that the royalty payments will apply until the loan is paid off in full.

I am sorry that we can not take advantage of the amended contract and go ahead to prove the property one way or the other, but there is just no chance.

There was a hold back payment of $200.00 which I would like to get so as to pay up some outstanding obligations.

Yours very truly,

Boss Mines Inc.
C.L.Hewitt, Pres.

RECEIVED
JUN 4 1958

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

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 13 1958

DATE	INITIALS	CODE
1-13	C	220
1-13	wh	500

January 8, 1958

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Selfridge:

Enclosed are the Government and Audit copies of Amendment No. 1 to the above-referenced contract.

By copy of this letter, other copies of the amendment are being distributed.

Sincerely yours,

D. R. MacLaren

D. R. MacLaren
for: A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I

Enclosures

cc: Finance Office w/copy of encl.
USBM (2)
Prinz

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 7 1958

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1/7	alk.	500

So. 157 Howard Street
Spokane 4, Washington

January 3, 1958

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Hewitt:

As requested in your letter of December 9, 1957, our Washington office has prepared Amendment No. 1 to the above-referenced contract, the original and four copies of which are enclosed. The amendment provides for a recess of contract work during the period October 9, 1957 to not later than May 15, 1958; however, work can commence before May 15, if feasible. The time for completion of contract work has been extended to October 18, 1958.

If the amendment meets with your approval, please sign all copies, retain the one marked Operator's copy, and return the rest to this office. If the amendment does not meet with your approval, please return all copies, unsigned, with your comments.

Sincerely yours,

Donald C. Alvord
Acting Member
DMEA Field Team
Region I

Enclosures

cc: DMEA (2)
USBM (2)
USBM (AD)
Prinz

Form 7
(2-56)

OFFICIAL FILE COPY

Date	Surname	Code
12/26	Griswold	500
12-27	Chambers	800
12/27	[illegible]	130
27	Rotterdam	10
12/27	[illegible]	220
		500

DEC 27 1957

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

Re: Docket No. DMEA-3540 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Weissenborn:

As recommended in your December 11 letter, we have rewritten a proposed Amendment No. 1 (2 pages) to the cited contract. We are enclosing the original and four copies, which have been signed by the Administrator for the Government. We are also enclosing two extra copies for the use of the Field Team.

If the amendment meets with your approval, kindly present it to the Operator for approval and signature and, when completed, distribute the copies in the usual manner. In the event that the amendment is not satisfactory and cannot be amended within your delegated authority, return all copies with your recommendations concerning any modifications.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (SHB)

Enclosures

WRGriswold/bjm (12/26/57)

APPROVED:

Frank D. Lamb (SHB)
Member, Bureau of Mines

N. E. Nelson (SHB)
Member, Geological Survey

Copy to: Docket
Admr. R. File
Op. Committee
Mr. Bishop
Mr. Kiilsgaard
Chron.

8623

Govern[illegible]nt's copy

Robin Sloneger

alt. Talbot Miranowski Selfridge

AMENDED EXPLORATION PROJECT CONTRACT
BOSS MINES, INC.
DOCKET NO. DMEA-3548

AMENDMENT NO. 1

It is agreed this 30th day of October, 1957, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Boss Mines, Inc., that Amended Exploration Project Contract Idm-E743 (Docket No. DMEA-3548), dated September 18, 1956, is amended, effective September 18, 1956, as follows:

1. In Article 1, the period for completion of the work is extended from "13 months" to "19 months" from the date of the contract.

2. In Article 6(c) (as amended by Article 10(c)), "thirteen years" is substituted for the period "twelve years."

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

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

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

BOSS MINES, INC.

By_____

Title_____

OFFICIAL FILE COPY
DMEA
RECEIVED DEC 16 1957
DATE | INITIALS | CODE

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code

500

December 18, 1957

Memorandum

To: Associate Solicitor, Division of Minerals Resources

From: Director, Division of Base Metals

Subject: Rewrite of Amendment No. 1 for Docket No. DMEA-3548, Boss Mines, Inc., Boss & Atlantus Claims, Cascade County, Montana, Amended Contract No. Idm-E743.

Will you kindly prepare of re-write of Amendment No. 1 for the cited contract. The original proposed Amendment No. 1, sent to the Field Team by us on October 30, has been returned unsigned.

The revised amendment should:

Recess the project for the period October 9, 1957 to May 15, 1958.

Extend the completion period from October 18, 1957 to October 18, 1958.

Extend the repayment period from twelve years, as provided in the amended contract, to thirteen years.

W. R. Griswold

WRG/er
Copy to: Docket
Admr
Chron.

8623

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

OFFICIAL FILE COPY
DMEA
RECEIVED DEC 16 1957

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		500

December 11, 1957

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss & Atlantus claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Selfridge:

Enclosed are two copies of a letter dated December 9, 1957 from the subject Operator requesting that his contract work be recessed from October 9, 1957 until about May 1, 1958. As the present termination date is October 18, 1957, this will also necessitate an extension of the life of the contract.

Contract work has been progressing rather slowly as the Operator has had to mine what ore he could in order to keep going. To date he has shipped a total of 1,458.516 short dry tons worth $34,545.15 and has paid royalty amounting to $1,712.22. The unweighted average grade of the ore shipped is 38.71 ounces silver, 4.97 percent lead, 5.81 percent zinc and minor amounts of gold and copper. Most of the ore has come from a small ore body just northeast of the DMEA winze, which was found by a short drift from the winze between the 45 and 143 levels, and by a raise from the 143 level, both of which the Operator drove on his own account. The balance of the ore shipped came from near the northeast end of the 143 level where the DMEA drift encountered veins of ore-grade material.

Preparation of drill stations on the Rochester tunnel level and the diamond drilling therefrom as well as a few tens of feet of drifting on the 143 level under Stage II, and all the work under Stage III remain to be done.

Apparently the Operator's associates have assured him of sufficient funds to permit him to concentrate his efforts toward completing the contract without resorting to mining for funds as in the past.

We recommend that an amendment be prepared authorizing a recess from October 9, 1957 to May 15, 1958, and that this amendment include a provision to extend the date for completion from October 18, 1957 to October 18, 1958.

By Field Team, Region I

A. E. Weissenborn

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

Wing G. Agnew

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

Enclosures

cc: USBM (2)
USBM (AD)
Prinz

P. S. In view of the above circumstances, enclosed are all copies of Amendment No. 1 unsigned.

BOSS MINES, INC.

OFFICE
P O BOX 904
HELENA, MONTANA

MINES
MONTANA

PHONE

December 9th, 1957.

Mr. A. E. Weissenborn
Executive Officer, DMEA.
Sec. [illegible] Howard St.
Spokane 4 Wash.

Re Docket No. DMEA-[illegible] 3548 (lead site)
Boss & Atlantus Claims
Cascade County, Montana.
Assisted Contract No. Idm-E743.

Dear Mr. Weissenborn:-

I have just received word that my associates would like to go ahead with our contract and say that we can get started about May First, 1958.

They have told me that money would be available so that we could go ahead and stay on exploratory work until contract is completed. I told them I would not go ahead on the basis of our past operations where I had to dig ore for shipments to help keep the exploratory work going.

The work was suspended in the mine October 9th, 1957. If an amendment can be granted to allow the recess to continue until May First, I beleive we can go ahead.

Yours very truly,

Boss Mines Inc.
[illegible]
[illegible] Montana.

Air mail

OFFICIAL FILE COPY
DMEA
RECEIVED DEC 16 1957

DATE	INITIALS	CODE

DMEA (2)

OFFICIAL FILE COPY DMEA RECEIVED DEC 6 1957		
DATE	INITIALS	CODE
12/6	C	220
12/6	[illegible]	800
12/6	[illegible]	500

So. 157 Howard Street
Spokane 4, Washington

December 3, 1957

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss and Atlantus claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Hewitt:

Thank you for your letter of November 30, 1957, in which you ask for a delay in making your discussion whether to request a recess or a termination.

We will be glad to wait until December 7th, as you request, and hope you will successfully solve your difficulties.

Sincerely yours,

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

cc: DMEA (2) w/2 copies of incoming
USBM (2) w/2 copies of incoming
USBM (AD) w/copy of incoming
Prinz

BOSS MINES, INC.

OFFICE
P. O. BOX 904
HELENA, MONTANA

MINES
NEIHART, MONTANA

PHONE HI 2-1145

al
Mac
Bill
USAM
DMEA

12/1

November 30th, 1957.

Mr. A. E. Weissenborn
Executive Officer, DMEA
So. 157 Howard St.
Spokane 4, Wash.

Re: Docket No DMEA 3548 (lead Zinc)
Boss and Atlantus Claims
Cascade County, Montana.
Amended Contract Idm-874.

Dear Mr. Weissenborn:-

After my visit with you in Spokane, on Nov. 26th, I came to Helena and got in touch with my Great Falls associates re-the plan I had for taking in new associates in the State of Washington, with whom I had conferred on my trip.
Now, it seems, I am going to have difficulty in getting the Great Falls group to agree to the tentative terms I made with the Washington people.

Now that this situation has arisen, I must get it straightened out before I can know whether it will be better to apply for a recess until the spring of 1958 or to terminate the contract.

Rather than make the wrong move which would cause unnecessary work for every one concerned, I would like to wait until Dec. 7th to make the decision.

I am busy now trying to get our plans completed here and will write you on or before the 7th of December.

Thanking you for your assistance and suggestions,

Yours very truly,

J. L. Hewitt, Pres.
Boss Mines Inc.

OFFICIAL FILE COPY
DMEA
RECEIVED DEC 6 1957

DATE	INITIALS	CODE

DMEA
RECEIVED NOV 15 1957

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11/15	C	220
11/18	[illegible]	800
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So. 157 Howard Street
Spokane 4, Washington

November 12, 1957

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA-354C (Lead-Zinc)
Boss & Atlantus claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Hewitt:

This is in reply to your letter of November 4, 1957 which crossed in the mail our letter of the same date.

We have received from Washington a proposed Amendment No. 1 which we requested before you wrote us regarding the possibility of terminating the contract, and requesting our comments. We will hold the proposed amendment until we hear further from you regarding your wishes.

If you decide to request a termination, a termination agreement will be prepared in Washington.

We would appreciate an early reply.

Sincerely yours,

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

cc: DMEA (2)
USBM (2)
USBM (AD)
Prinz

BOSS MINES, INC.

OFFICE
P O BOX 904
HELENA, MONTANA

MINES
NEIHART MONTANA

PHONE HI 2-1145

USAM
DMEA

Nov. 4th,1957.

Mr. A. E. Weissenborn
Executive Officer
DMEA
So 157 Howard St.
Spokane 4, Wash.

Re Docket No DMEA 3548-Lead-Zinc.
Contract No Idm-E743
Boss Mines Inc.

Dear Mr. Weissenborn:-

Your letter of Oct 31st re the withholding of $200.00 on monthly operating report for Sept.,pending terminating agreement .

Please advise whether there are forms available for the termination agreement, such as we signed on Feb 20th,1956, and if they will be sent to us or should we make one following the lines of the above mentioned form.

Yours very truly,

Boss Mines Inc.

CL Hewitt, Pres.

DMEA

OFFICIAL FILE COPY
DMEA
RECEIVED NOV 15 1957
DATE | INITIALS | CODE

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

OFFICIAL FILE COPY
DMEA
RECEIVED NOV 7 1957

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November 4, 1957

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss & Atlantus Claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Selfridge:

Enclosed are two copies each of a self-explanatory letter from Mr. C. L. Hewitt, president of Boss Mines, Inc., and our reply.

Until we hear further from Mr. Hewitt and find out what he wants to do, we recommend that no further action be taken towards preparing an amendment to extend the time for completion of the contract which we requested in our letter of October 8, 1957.

By Field Team, Region I

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

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

Enclosures
cc: USBM(2)
USBM(AD)
Prinz

P.S. We have just received Amendment No. 1, extending the contract period, but we will hold all copies of the amendment here pending further word from the Operator.

No. 157 Howard Street
Spokane 4, Washington

DMEA
RECEIVED NOV 7 1957

DATE	INITIALS	CODE

November 4, 1957

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss & Atlantus claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Hewitt:

This is in reply to your letter of October 24, 1957, in which you ask for our suggestions regarding whether it would be better for you to recess your contract until April or May or to terminate the contract now and apply for a new contract when prices for lead and zinc improve.

We call to your attention the fact that the progress of your contract work has been very slow. In Stage II the preparation of drill stations and diamond drilling from the Rochester level and a few tens of feet of drift and crosscut on the 143 level remain to be completed. To date you have found a small body of ore northeast of the winze from which you have shipped a little over 1,400 short dry tons. The northern end of the 143 level has exposed veins of ore-grade material, but the extent of this potential ore zone is still unexplored.

In regard to future work from the Moulton shaft we recall that you discussed this with the Field Team a year or so ago. We suggest as a guiding rule that expensive long-range exploration such as a crosscut from the Moulton shaft should not be undertaken until more is known about the vein and a good target area can be defined by more work on or near the vein. You now have a drift started on the 101 vein 143 feet below the Rochester adit level and have found one small ore body and about 70 feet to the north you have found more material of ore grade which you have not yet fully explored.

However, the decision whether to recess the work until spring or to terminate the unfinished contract is one which you as operator must make. If you decide to request a recess, you must

tell us the date work was or will be discontinued, the length of the recess period you desire, and the approximate time that will be needed to complete the contract so that the termination date may be extended. Should you decide to request termination of the contract, you must tell us the date work was or will be discontinued.

By Field Team, Region I

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

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

cc: [illegible](2)
[illegible](2)
[illegible]
Fr[illegible]

BOSS MINES, INC.

OFFICE
P. O. BOX 904
HELENA, MONTANA

MINES:
MEINART, MONTANA

PHONE MI 2-4045

Oct. 24th, 1957.

Mr. A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region 1
Spokane 4, Wash.

Re: Docket No. [redacted]
Amended Contract No. [redacted]

Dear Mr. Weissenborn:

Your letter of the 22nd received, re our contract.

I do not see any possibility of resuming operations on the Boss Mines property before April or May of 1958 and not then unless there is some adjustment made on the prices of lead and zinc.

If and when operations are resumed, I am strongly in favor of opening the property from the 500 ft level of the Moulton shaft which is only 500 ft from the portal of the Rochester Adit and 75 ft lower.
It is quite obvious that the operation would require a mill as most of the ore we shipped should have been milled and we had to leave a large tonnage of good milling ore.

In view of these conditions, it may be better to terminate the contract and when we are properly financed, and prices are better, we could apply for a new contract and be prepared to go after it on a scale that I believe is justified.

I would appreciate having your suggestions.

Yours very truly,

[redacted]

[redacted]
Boss Mines Inc.

OMEA

OFFICIAL FILE
DMEA
RECEIVED NOV 7 1957

DATE	INITIALS	CODE

RECEIVED
OCT 28 1957
U.S.G.S.
SPOKANE, WASH

ORIGINAL FILE COPY
DMEA
RECEIVED NOV 4 1957

DATE	INITIALS	CODE
11/4	gb	220
11/4	[illegible]	600
11/4	[illegible]	500

1201 N. Division St.
Spokane 2, Washington

October 31, 1957

Boss Mines, Inc.
542 N. Rodney
Helena, Montana

Re: Docket No. DMEA-3546 (lead-zinc)
Contract No. Ida-2743
Monthly operating report for
September 1957

Gentlemen:

The subject monthly operating report has been processed and forwarded to the Disbursing Officer for payment.

We are withholding an amount of $200.00, pending receipt of your final report and a final audit by a representative of the Contract Administration and Audit Division of Defense Minerals Exploration Administration. This is the customary procedure and is applicable to all contracts.

By Field Team, Region I

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

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

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

EA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
10/29	[illegible]	500
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10/30	[illegible]	130
"	[illegible]	110
		~~100~~
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		225
10/30	[illegible]	500
10/31	[illegible]	220

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

OCT 30 1957

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Weissenborn:

We are enclosing the original and four copies of a proposed Amendment No. 1 (one page), to the cited amended contract, signed by the Administrator, Defense Minerals Exploration Administration. Also, enclosed are two extra copies of the amendment for the use of the Field Team. This amendment has been prepared as requested in your letter dated October 8, 1957.

If the proposed amendment meets with your approval, kindly present it to the Operator for approval and signature and, when completed, distribute the copies in the usual manner. In the event that the amendment is not satisfactory, and cannot be amended within your delegated authority, return all copies with your recommendation concerning any modification.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JWB)

Enclosures

JWAlt/er 10/29/57
Copy to: Docket
Admr R File
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.
Op.Committee

APPROVED:

Frank D. Lamb (JWB)
Member, Bureau of Mines

W. P. Williams (JWB)
Member, Geological Survey

8623

OFFICIAL FILE COPY
DMEA
RECEIVED NOV 14 1957

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11/15	Jwa	500

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

October 23, 1957

MEMORANDUM

To: DMEA Field Team, Region I

From: William C. Prinz, Geologist, U. S. Geological Survey

Subject: Telephone conversation with C. L. Hewitt, President, Boss Mines, Inc., Docket No. DMEA-3548 (lead-zinc), Boss and Atlantus claims, Cascade County, Montana, Contract No. Idm-E743

Upon my arrival in Butte, Montana on October 13, 1957, John A. Bowsher, Mining Engineer, U. S. Bureau of Mines, informed me that he had inspected the subject property the previous week and that the operator was removing all equipment in preparation to closing the mine. Mr. Bowsher further stated that the operator had made about 25 feet of DMEA advance on the 145 level since I last visited the mine on September 9, 1957. I immediately called C. L. Hewitt, President, Boss Mines, Inc., at his home in Helena, Montana, and he reported that the 145 level was already filled with water and therefore inaccessible. Mr. Bowsher has mapped the veins encountered in this 25 feet of advance so a record of this work is available.

In his letter of October 18, 1957 to the Field Team, the operator requested a six months recess to give him time to reorganize his company and to obtain funds to continue work. The Field Team wrote the operator on October 22, 1957 asking when the period of recess should start, and how much additional time would be required to complete the contract.

Distribution:
DMEA (Orig. & 3)
USBM (2)
USBM (AD)
Docket
Prinz

So. 157 Howard Street
Spokane 4, Washington

October 22, 1957

	10/25	C	220
	10/25		800
12/30	10/28	Jwa	500

L. Hewitt, President
Mines, Inc.
O. Box 904
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss & Atlantus claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Hewitt:

This is in reply to your letter of October 18, 1957, in which you request an amendment authorizing a recess of your contract for at least six months.

Before we can request an amendment we must know the date work will stop and the approximate date work will be resumed. As the present term of the contract expires November 29, 1957, the amendment will also have to provide for an extension of the contract period. Therefore, we would like to know how much time you estimate will be necessary to complete the contract after work is resumed.

We are sorry to hear of your difficulties and hope you will be able to find a solution so that the exploration project can be continued.

Sincerely yours,

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

cc: DMEA (2) w/2 copies of incoming
USBM (2)
USBM (AD)
Prinz

BOSS MINES, INC.

OFFICE
P. O. BOX 904
HELENA, MONTANA

MINES:
NEIHART, MONTANA

PHONE [illegible]

OFFICE FILE COPY
DMEA
RECEIVED OCT 2[illegible] 1957

DATE	INITIALS	CODE

October 18, 1957

DMEA

Mr. A. E. Weissenborn, Exec. Officer
U. S. Geological Survey
Defense Minerals Exploration Administration
South 157 Howard
Spokane 4, Washington

Re: Contract No. DMEA 3543 (lead-zinc)
Boss Mines, Inc., Contract #IDM 1743

Dear Mr. Weissenborn:

I am sorry to inform you that it has been necessary to suspend operations on the exploratory work at the Boss Mines, Inc. property at Neihart, Montana. I was most reluctant about suspending the work but the people who are in the company with me have not been putting up their part of the funds for this work and for the last two months the entire burden of financing has been thrown on me and I have had to put up several thousand dollars to keep the work going in hopes that we could make a good enough showing to encourage further work. After a series of meeting which we have held this month, we have come to a point where we can not go any further at this time. My associates are not only discouraged because we could not keep up our share of the expenses from production of shipping ore but are also concerned about the sliding market value of lead and zinc.

I am trying to effect a reorganization so that funds will be available to continue the work. I would like to apply for a recess of at least six months during which time I will be working on our reorganization [illegible]

I certainly believe that the present showing justifies further work and sincerely hope that we will be able to go ahead in the spring. I wish to thank you and your staff for the fine cooperation they have given us, especially from the Butte office as the suggestions given by Mr. Bowsher and the geological staff have been most helpful to us.

Yours very truly,
BOSS MINES, INC.

C. L. Hewitt, Pres.

OCT [illegible]

OFFICIAL FILE COPY

Date	Surname	Code
10/22	Alt.	500

500

October 22, 1957

Memorandum

To: Associate Solicitor, Division of Mineral Resources

From: Director, Division of Base Metals

Subject: Preparation of Amendment No. 1 for Amended Contract No. Idm-E743, Boss Mines, Inc., Docket No. DMEA-3548, Boss & Atlantus Claims, Cascade County, Montana, Lead-Zinc.

Will you please prepare Amendment No. 1 for the cited Amended Contract. This amendment will allow the Operator an extension of completion time for six months, or to April 8, 1958.

The royalty payment period should be increased to 13 years. Article 10(c) of Amended Contract increased the royalty payment period from ten years to twelve years.

W. R. Griswold

JWAlt/er
Copy to: Docket
Chron.

8623

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

OFFICIAL FILE COPY
DMEA
RECEIVED OCT 14 1957

DATE	INITIALS	CODE
10/14	C	220
15	Cee	100
10/16	Jwa	500

October 8, 1957

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

10/21

Re: Docket No. DMEA-3548 ~~(Lead-Zinc)~~
Boss Mines, Inc.
Cascade County, Montana
Contract No. Idm-E743 (Amended)

Dear Mr. Selfridge:

Enclosed are the original and three copies of a memorandum interim inspection report on the subject property by John A. Bowsher, Mining Engineer, U. S. Bureau of Mines.

In the first paragraph of page 2, Bowsher recommends that the contract be amended to extend the date of termination from October 18, 1957 to April 18, 1958 because the contract work cannot be completed by the present termination date. The Field Team concurs with this recommendation.

Will you please prepare an amendment to extend the date of completion six months, or to April 18, 1958.

By Field Team, Region I

A. E. Weissenborn

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

Thomas E. Howard

Thomas E. Howard, Acting Member
U. S. Bureau of Mines

Enclosures

cc: USBM (2)
USBM (AD)
Prinz

Interim Report filed under "Reports".

ACTION ON INTERIM
OR FINAL FIELD TEAM REPORT

Date 10/14

Referred to:

1. ~~Mr. Mittendorf~~
2. ~~Mr. Johnson~~
3. ~~Mr. Chambers~~
4. Docket Control Mails and Files
5.
6. ~~Docket Control Mails and Files~~ Division
7. 500

Note comments in report regarding:

1. Amendment requested
2.
3.
4.

and take appropriate action.

- - - - - - - - -

Action taken by Division:

Robert E. Adams

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

OFFICIAL FILE COPY DMEA RECEIVED SEP 9 1957		
DATE	INITIALS	CODE
9-9	C	220
9/9	Jwa	500

September 4, 1957

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss & Atlantus claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Selfridge:

I have just signed with some reluctance a letter authorizing the deletion of $6 from the Boss Mines, Inc. contract, (Idm-E743), for two assays which were assayed for lead and silver only. Mrs. Dorothy Long, our Certifying Officer, argues quite correctly that the contract states in part "samples are to be assayed for lead, zinc and silver;" and, therefore, since the three determinations are the unit, she can only pay when the three determinations have been made.

I am a little disturbed by this because this could put the Government in a position of demanding assays when assays for a particular element may quite obviously not be necessary. I think that to avoid this difficulty in the future, we should be careful to make the "determination" the unit rather than the "sample" unless we definitely wish to assay all samples for a number of specified elements which may be true in a few instances. The new amendment to the Jennie Moore contract, which has just crossed my desk, covers the usual situation very nicely, allowing assays for several elements to be made without being too rigid.

Sincerely yours,

A E Weissenborn

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

cc: USBM (2)
USBM (AD)
Prinz

OFFICIAL FILE COPY
DMEA
RECEIVED SEP 3 1957

DATE	INITIALS	CODE
9/3	Q	220
9/3	[illegible]	800
9/4	Jud	500

1201 N. Division St.
Spokane 2, Washington

August 30, 1957

Mr. C. L. Hewitt
Boss Mines, Inc.
545 North Rodney Street
Helena, Montana

Re: Docket No. DMEA-3548 (lead-zinc)
Boss Mines, Inc.
Contract No. Idm-E743
Monthly operating report for
July 1957

Dear Mr. Hewitt:

This is to inform you the subject voucher could not be paid in the full amount claimed.

The deletion is explained in the attached copy of a memorandum to the Field Team from the Certifying Officer, Region I.

By Field Team, Region I

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

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

cc: DMEA (2)
USGS (2)

1201 N. Division St.
Spokane 2, Washington

August 6, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED AUG 9 1957

DATE	INITIALS	CODE
8/9	G. K.	220
8/9	[illegible]	800
8/12	JWK	500

Galusha, Higgins and Galusha
Certified Public Accountants
Helena, Montana

Re: Ross Mines, Inc.
Contract No. Idm-8743

Gentlemen:

Reference is made to your letter of August 2, 1957, regarding your audit of the Ross Mines, Inc.

The records in this office show a balance owing of $15,694.31 as of May 31, 1957. This, of course, is subject to Government audit.

Yours very truly,

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

cc: DMEA (2)
USGS (2)
USBM (2)
AD

GALUSHA, HIGGINS AND GALUSHA
CERTIFIED PUBLIC ACCOUNTANTS
HELENA, MONTANA

HUGH D. GALUSHA, C. P. A.
HAL P. HIGGINS, C. P. A.
HUGH D. GALUSHA, JR., C. P. A.
ATTORNEY-AT-LAW
S. CLARK PYFER, C. P. A.
CEDRIC N. THOMPSON, C. P. A.
DALE U. FUEHRER, C. P. A.

OFFICIAL FILE COPY
DMEA
RECEIVED AUG 9 1957

DATE	INITIALS	CODE

DMEA

[illegible], 19[illegible]

[illegible] Weissenborn
[illegible]

[illegible]:

[illegible], President [illegible] accounts of [illegible] Mines, Inc. [illegible] ended May 31, [illegible] records of [illegible] Mines, Inc. [illegible] .31 a[illegible] [illegible] 31, 19[illegible].

Very truly yours,

[signature]

[illegible] N. THOMPSON
[illegible]

1201 N. Division Street
Spokane 2, Washington

April 23, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED APR 29 1957

DATE	INITIALS	CODE
4/29	C	220
4/29	[illegible]	800
4/29	JWA	500

Mr. C. L. Hewitt
Boss Mines, Inc.
545 North Rodney Street
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Hewitt:

This is to inform you the subject voucher could not be paid in the full amount claimed.

The deletion is explained in the attached copy of a memorandum to the Field Team from the Certifying Officer, Region I.

By Field Team, Region I, NW District

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

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

cc: DMEA (2)
USGS (2)

DMEA Field Team, Region I

April 23, 1957

DMEA Certifying Officer, Region I

Contract No. Idm-E743, Docket No. DMEA 3548, Boss Mines, Inc.
Monthly operating report for February-March

The subject operating report has been received and processed for payment.

The Operator claimed Engr.-Geologist services of 1 day or $50.00. Since the contract states the Operator must employ the Engr.-Geologist for a minimum of two days each month, we have deleted the $50.00 claimed. If the Operator submits a bill showing technical services of 2 days and the month it covers, we will reinstate the item.

Dorothy F. Long

cc: USGS (2)
DMEA (2)

OFFICIAL FILE COPY
DMEA
RECEIVED APR 30 1957

DATE	INITIALS	CODE
4-30	C	220 800
5/1	alt	500

OFFICIAL MAIL
RECEIVED APR 4 1957
DATE | INITIALS | CODE
4/4 | C | 220
4/5 | [illegible] | 800
4/5 | [illegible] | 502

RECEIVED
E.A.

So. 157 Howard Street
Spokane 4, Washington

April 2, 1957

Mr. C. L. Hewitt
Boss Mines, Inc.
Box 904
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus claims
Cascade County, Montana
Amended Contract No. Ida-2743

Dear Mr. Hewitt:

This is to confirm statements made by Darrell Pinckney and John Bowsher during their inspection of the Boss mine on March 28, 1957.

From a point about 51 feet N. 60° E. of USBM Station 736, you should crosscut on a bearing of S. 60° to 70° E. to the easterly limit of the mineralized zone found in the final 4 feet of the long hole drilled just prior to their visit. This crosscut will probably be not more than 15 feet long and its cost will be shared by the Government. If you wish to drill another long hole easterly from the breast of the crosscut, it will have to be at your expense; but should another promising mineralized zone be encountered, we would then consider additional crosscutting under the contract.

After the vein exposed in the above-authorized crosscut has been cut, you may start drifting on whichever of the two veins passing east of the shaft is the stronger and better mineralized structure (see sketch). However, before starting to drift, you should notify Bowsher in the Butte office so he can inspect the new vein.

By Field Team, Region I, NW Dist.

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

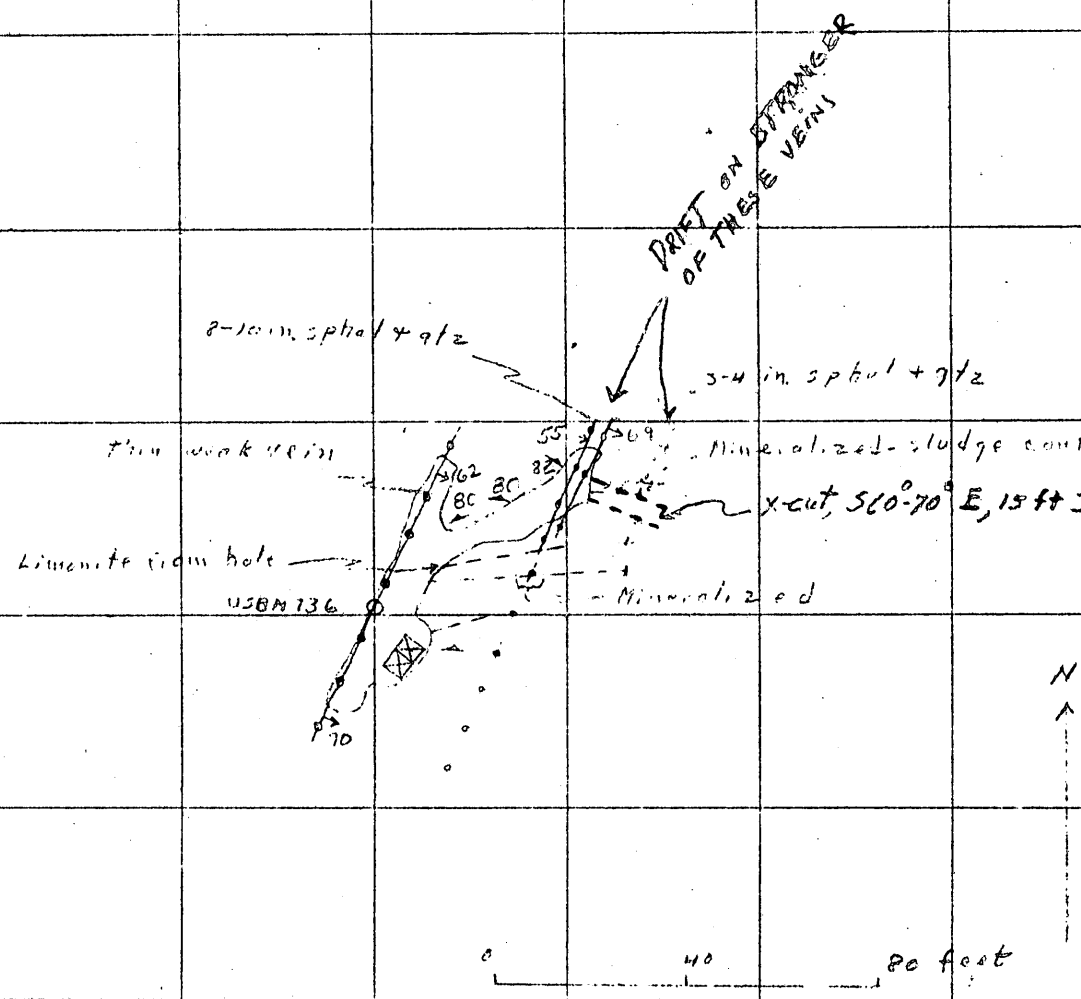
Wing G. Agnew, Member
U. S. Bureau of Mines

Enclosure

cc: DMEA (2)
USBM (2)
USBM (AD)
Pinckney

Pinckney

DMEA 3548



Geology of the 143 level
101 vein
Boss and Atlantus claims
Cascade County, Montana
Boss Mines, Inc.

D M P. McKney, US Geol Survey, Mar. 1957

"ALBANENE" No. 10000 R & E CO., N.Y.
REG. U.S. PAT. OFF.

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 14 1957

		CODE
3/17	C	220
3/15	[illegible]	800
3/18	J. M. A.	225
		500

1201 N. Division Street
Spokane 2, Washington

March 11, 1957

Mr. C. L. Hewitt
Boss Mines, Inc.
545 North Rodney Street
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Hewitt:

This is to inform you the subject voucher could not be paid in the full amount claimed.

The deletion is explained in the attached copy of a memorandum to the Field Team from the Certifying Officer, Region I.

By Field Team, Region I, NW District

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

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

cc: DMEA (2)
USGS (2)
AD

DMEA Field Team, Region I, NM

March 11, 1957

DMEA Certifying Officer, Region I

Contract No. Idm-E743, Docket No. DMEA 3548, Boss Mines, Inc.
Monthly operating report for January

The subject operating report has been received and processed for payment.

The operator claimed 8 feet of crosscutting which did not agree with the engineer's report. The engineer showed 3 feet, a difference of 5 feet, which has been deleted. In the event the footage claimed should prove to be correct, the amount deleted may be reclaimed at a later date.

Dorothy Long

cc: Operator
DMEA (2)
USGS (2)
Contract Admin. (2)
GTK
AD

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 14 1957
DATE | DETAILS | CODE

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
3-8	Chambers	800
3/8	C	225

MAR - 8 1957

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

Re: Boss Mines, Inc.
Docket No. DMEA-3548
Contract No. Idm-E743

Dear Mr. Turner:

Your interpretation of the above-cited project in regard to employing a geologist or engineer is correct. The contract specifies that the Operator must have a geologist or engineer two days each month.

The engineer thought that the time allowed for completion of the project would be sufficient, but some doubt has now arisen. Therefore, the engineers will be glad to write an amendment to the contract on this point if Mr. Weissenborn so recommends.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Chief
Contract Administration
and Audit Division

JLChambers/wb
March 8, 1957

Copy to: Docket
Admr. Reading File
Mr. Chambers

8623

OFFICIAL FILE COPY DMEA RECEIVED FEB 25 1957		
DATE	INITIALS	CODE
2/25	C	220
2/28		800
		225

xxxxxxxxxxxxxxxxxx
So. 157 Howard Street
Spokane 4, Washington

February 20, 1957

Air Mail

Mr. C. L. Hewitt
Boss Mines, Inc.
545 North Rodney Street
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss & Atlantus claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Hewitt:

This refers to your telephone conversation of this morning with D. R. MacLaren, regarding driving a 25- to 30-foot crosscut east from the north drift near the shaft.

After further study of our geologic maps and the section through the shaft prepared by Mr. Irving, we agree that your proposed crosscut should be driven following the drill hole located about 9 feet north of the shaft. Such a crosscut is hereby approved.

Will you please notify us when the structure is cut but before drifting on it is started, so that we can have our field men make an inspection and recommend which vein should be followed by drifting. If you will phone the executive officer as soon as the structure can be seen, we will send a geologist over immediately.

By Field Team, Region I, NW District

Wing G. Agnew, Acting Exec. Officer
U. S. Bureau of Mines

Donald R. MacLaren, Acting Member
U. S. Geological Survey

cc: DMEA (2)
USBM (2)
USBM (AD)
Pinckney

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 7 1957

DATE	INITIALS	CODE
2-8	C	220
2/8	[illegible]	800
		225

XXXXXXXXXXXXXXXXXX
1201 N. Division St.
Spokane 2, Washington

February 1, 1957

Boss Mines, Inc.
545 North Rodney
Helena, Montana

Re: Docket No. DMEA-3548 (lead-zinc)
Contract No. Idm-E743
Monthly operating report for
December 1956

Gentlemen:

Your attention is called to the attached copy of a memorandum to the Field Team from the Certifying Officer, Region I. If the consultant you have employed actually worked the two days each month called for by the contract, we suggest this information be given us as requested.

By Field Team, Region I, NW Dist.

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

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

cc: DMEA (2)
USGS (2)

DMEA Field Team, Region I, NW District

January 29, 1957

DMEA Certifying Officer, Region I

Contract No. Idm-8743, Boss Mines, Inc.
Monthly operating report for December 1956.

The subject monthly operating report has been processed and forwarded to the Disbursing Officer for payment.

In connection with the cost claimed for an engineer-geologist, we wish to point out that the operator has claimed only $50.00 for the month of December while an invoice from the consultant merely states that the services were performed during November and December without giving the number of days worked each month or the dates on which the work was performed. We have increased the amount approved for the above item to $100.00 as the invoice does show that work was performed during each of the two months, and refer the Operator to the Field Team letter dated December 20, 1956 which requests that the number of days worked in a month be shown as well as the dates on which this work was done.

Myrtle Purdy

FILE COPY
D M E A
RECEIVED FEB 18 1957

DATE	INITIALS	CODE
2/18	alt.	500

cc: Operator
DMEA (2)
USGS (2)
Contract Admin. (2)
AD
JAB

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

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 1 1957

DATE	INITIALS	CODE
2/1	C	220
		225

January 29, 1957

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc., Boss & Atlantus claims,
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Selfridge:

Just recently we mailed to you four copies of a Memorandum to the Files, dated January 23, 1957, by the Executive Officer, concerning a telephone conversation had with Mr. C. L. Hewitt on January 7, 1957. A typographical error was made in the third line of the first paragraph. Please change the figures to read 143 feet and 145 feet, respectively, instead of 173 feet and 175 feet.

Sincerely yours,

Eva M. Raymond

Eva Marie Raymond
For: A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW District

cc: USBM (2)
USBM (AD)
Pinckney

OFFICIAL FILE COPY DMEA RECEIVED JAN 28 1957		
DATE	INITIALS	CODE
1-28	C	220
		225

xxxxxxxxxxxxxxxxx
So. 157 Howard Street
Spokane 4, Washington

January 23, 1957

MEMORANDUM

To: The Files

From: Executive Officer, DMEA Field Team, Region I, NW District

Subject: Telephone conversation with C. L. Hewitt, re Boss Mines, Inc., Boss & Atlantus claims, Cascade County, Montana, Docket No. DMEA-3548 (Lead-Zinc), Contract No. Idm-E743

Mr. C. L. Hewitt telephoned from Butte, Montana, on January 7, 1957, to request permission to start drifting from the shaft at a depth of 173 feet instead of from the bottom at 175 feet as called for in the contract. As the contract did not provide for a sump which therefore must be put in at company expense, he was told that he could start the new level 2 or 3 feet above the shaft bottom.

Mr. Hewitt was also told that he could start drifting from the northwesterly and southeasterly sides of the shaft and angle over to the vein instead of crosscutting directly, as the ground is heavy and crosscutting might cause caving at the base of the shaft.

A. E. Weissenborn

cc: DMEA (4)
USGS (2)
USBM (AD)
Docket
Pinchney

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

1201 N. Division St.
Spokane 2, Washington
December 20, 1956

Mr. C. L. Hewitt, President
Boss Mines, Inc.
545 N. Rodney Street
Helena, Montana

Re: Docket No. DMEA-3548 (lead-zinc)
Boss Mines, Inc.
Cascade County, Montana
Contract No. Idm-E743 (Amended)

Dear Mr. Hewitt:

Reference is made to your monthly operating report covering the month of November 1956.

In regard to your assaying, each sample is to be assayed for lead, zinc and silver. These three determinations constitute a unit and if all three determinations have not been made, then the unit is incomplete and is not reimbursable under the contract. The $3.00 per sample is a fixed unit cost and cannot be increased.

On your November 1956 voucher there is claimed $100.00 for engineering and geological services. Will you please support this item by a certified copy of a bill from the consultant employed and give the dates the services were rendered. In the future when a consultant is employed, you should state in your narrative report the dates of such employment.

By Field Team, Region I, NW District

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

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

cc: DMEA (2)
USGS (2)

xxxxxxxxxxxxxxxxx
1201 N. Division Street
Spokane 2, Washington

November 29, 1956

Ross Mines, Inc.
545 N. Rodney Street
Helena, Montana

Re: Contract No. Idm-E743 (lead-zinc)
Docket No. DMEA 3548
Monthly operating report for
June 12 to Oct. 30, 1956

Gentlemen:

This is to inform you that payment of the subject voucher could not be made in the full amount claimed. The deletion is explained in the attached copy of a memorandum to the Field Team from the DMEA Certifying Officer, Region I.

By Field Team, Region I, NW Dist.

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

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

cc: DMEA (2)
USGS (2)

RECEIVED
DEC 24 1956
D.M.E.A.

DMEA Field Team, Region I, NW Dist November 29, 1956

Certifying Officer, Region I

Contract Idm-2743, Docket No. DMEA 3548. Boss Mines, Inc.
Monthly operating report for June 12-October, 1956.

The subject operating report has been received and processed for payment. Disallowances have been made as follows:

1. The operator drifted northerly 15 feet from the 89 foot level. This drifting is not called for in the contract and has not been approved by the Field Team. Therefore, $495.00 claimed by the operator for this item has been disallowed.

2. The operator claimed his actual costs of $48.00 for assaying 14 samples. The contract specifies a unit cost of $3.00 for each sample assayed. A cost of $42.00 has been approved to cover this item.

Myrtle Purdy

cc: Operator
DMEA (2)
USGS (2)

File Copy
Surname

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
NOV 23 1956

JWAlt/er Rm 4444, Ext. 3469

DMEA - Base Metals Division

14X4401(01) Revolving Fund, Defense Production Act, Interior (allocated Working Fund to Office of Secy.)

TELETYPE

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

DATE:

TO: Mr. A. E. Weissenborn, Executive Officer, DMEA Field Team, Region I, Northwest District, Spokane, Washington

Re our phone conversation of November 21, Docket DMEA 3548, Boss Mines, Idn., Amended Contract Idm-E743. The amended contract, although dated September 18, 1956 and executed as of that date, is effective as of December 7, 1954, pursuant to specific provision of paragraph numbered 1 of Annex II.

George C. Selfridge

Chairman, Operating Committee

JWALT/ER (11/21/56)

Copy to: Docket
Admr H File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Killsgaard, USGS
Chron.

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

RECEIVED NOV 27 1956 D.M.E.A.

November 21, 1956

Memorandum for the Files

From: J. W. Alt, Base Metals Division

Subject: Docket No. DMEA-3548, Contract No. Idm-E743, Boss Mines, Inc., Boss and Atlantus Claims, Cascade County, Montana, Lead-Zinc.

On this date Mr. A. E. Weissenborn, Executive Officer, DMEA Field Team, Region I, Northwest District, phoned this office to inquire as to the effective date of the cited amended contract.

We told him that the effective date is December 7, 1954. To verify our opinion, I consulted H. Rubin of our Legal Division. He concurred with our opinion and dictated the wording of a teletype to be sent to Mr. Weissenborn. The teletype was immediately prepared.

J. W. Alt

J. W. Alt

JWAlt/er 11/26/56
Copy to: Docket
Base Metals
Chron.

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

November 6, 1956

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Amended Contract No. Idm-E743

Dear Mr. Selfridge:

Enclosed are the Government, Docket, and Division copies of Amended contract No. Idm-E743.

Other copies of this Amended Contract have already been distributed.

Sincerely yours,

A. E. Weissenborn

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

Enclosures

cc: Finance Office
USBM(2)
Pinckney

BOSS MINES, INC.

P. O. Box 904
HELENA, MONTANA

MINES,
NEIHART MONTANA

PHONE 2275

October 29,1956.

Mr. A. E. Weissenborn
Executive Officer, DMEA
Field Team Region 1, N. W. District,
So. 157 Howard Street
Spokane 4, Washington.

Dear Mr. Weissenborn:-

I am returning herein, the five copies of the executed contract, also the "operators copy". I am not sure whether the operators copy should be returned, but assume that it will be sent back after signatures are verified.

We are aware that any production from the land described in the contract(both the Prior Contractand the Amended Contract) is subject to the royalty provisions of the contract whether or not the ore was known to exist prior to the date of the contract or it is discovered or developed by the work under the contract. This condition is set up on our books accordingly, and the purchasers of our ore or concentrates will be so advised.

Yours very truly,

C.L.Hewitt, Pres.
Boss Mines Inc.

11/ 6/56 Operator's Copy of this Amended Contract returned to him today.

m.l.s.

RECEIVED

OCT 2 9 1956

xxxxxxxxxxxxxxxxxx

So. 157 Howard Street
Spokane 4, Washington

October 23, 1956

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Hewitt:

Enclosed are the original and five copies of proposed Amended Contract No. Idm-E743. Our Washington office has made the revisions you suggested in conference in this office on October 8.

Please indicate in the appropriate blank under Article 1(a) the date you will resume work, if the contract now meets with your approval. Again, if it does not meet with your approval, please return all copies, unsigned, with your comments.

Even though you are doubtless aware of your obligations concerning repayment from royalty on production, your attention is called to Article 6 and Annex II of the contract. Any production from the land described in the contract (both the Prior Contract and the Amended Contract) is subject to the royalty provisions of the contract whether or not the ore was known to exist prior to the date of the contract or it is discovered or developed by the work under the contract. This applies, since your project is certified, to all production during the repayment period specified in the contract.

Sincerely yours,

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

Enclosure

cc: DMEA (2)
USBM (2)
USBM(AD)
Pinckney

File Copy
Surname
J. Ward.

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

500

Chambers
Fitzwater
Selfridge
Mitchelson

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Base Mines, Inc.
Base and Atlantus Claims
Cascade County, Montana
Contract No. Idm-2743

Dear Mr. Weissenborn:

We are returning to you the original and five copies of the Amended Contract for the cited contract. As per your letter of October 8, 1956, we have made the requested changes in Exhibit "A". We are also enclosing two extra copies of Exhibit "A" for the use of the Field Team. Please destroy or mark void Exhibit "A" of the Field Team copies which were mailed to you on September 18.

If the amended contract meets with your approval, kindly present it to the Operator for approval and signature and, when completed, distribute the copies in the usual manner. In the event that the amended contract is not satisfactory, and cannot be amended within your delegated authority, return all copies with your recommendation concerning any modification.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

JWAlt/er 10/18/56
Copy to: Docket
Admr R File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

Enclosures

APPROVED:

Frank D. Lamb
Member, Bureau of Mines

N. E. Nelson
Member, Geological Survey

RCS.

Government's Copy

MF-200A
(Rev. April 1956)

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

DMEA No.	*Commodity*	*Contract No.*	*County*	*State*
		Idm-E 743		
3548	Lead-Zinc		Cascade	Montana

It is agreed SEP 1 8 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Boss Mines, Inc., a Montana corporation

whose mailing address is 545 N. Rodney Street
Helena, Montana
hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) This contract is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF–200A), the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall ~~begin~~ resume the work on or before ....., and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within 12 months from the date of the contract. See Article 10.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $ 56,408.50 The Government will contribute 50 percent of the fixed unit cost of the work performed, not exceeding $ See Exhibit "A". in accordance with the provisions of Articles 4 and 5.

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

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: None

(b) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached, as follows: Consent to Lien of Neihart Consolidated Silver Mining Co., and Consent to Lien of L. B. Esselstyn, Receiver of Broadwater Consolidated Mines

(c) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing

in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

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

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

ARTICLE 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(a) Operator's records.—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

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

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

AMENDED EXPLORATION PROJECT CONTRACT
BOSS MINES, INC.
DOCKET NO. DMEA-3548
CONTRACT NO. Idm-E743

EXHIBIT "A"

Description of the Work

The work is divided into three stages. Stage I consists of the work performed under the Prior Contract. Stages II and III are set forth below. The Operator shall perform the work under Stage II, and shall perform as much of the work under Stage III as is approved in advance by the Government*. The work is outlined on the attached map entitled: "Proposed Exploration, Boss and Atlantus Claims, Boss Mines, Inc., Neihart, Montana, Figure 3."

Stage II

1. Cut three diamond drill stations on the Rochester Adit crosscut, not exceeding the equivalent of 10 feet of drifting for each drill station.

2. From the Rochester Adit crosscut, drill three diamond drill holes. The total amount of drilling shall not exceed 650 feet, and the size of all holes shall be not less than AX. The approximate location, direction, inclination, and extent of each diamond drill hole are shown on the attached map. Diamond drill hole No. 1 shall be drilled from the 100 vein south drift to determine if the 101 vein is faulted south of the crosscut. Diamond drill holes Nos. 2 and 3 shall be drilled to test the 100 vein at a depth of approximately 150 feet below the Adit level.

   The location, direction, inclination, and extent of each diamond drill hole shall have prior approval of the Government.

3. From the bottom of the present winze on the 101 vein, sink a two-compartment timbered winze 100 feet to a total depth of 145 feet below the level of the Rochester Adit crosscut. The size of the winze shall be not less than ~~5~~ 8 feet by ~~10~~ feet in cross section in the clear of timber.

---

* In connection with the performance of this work, the Operator shall hire a qualified consultant (mining engineer or geologist) satisfactory to the Government for a minimum of two days each month as a cost of the project.

4. From the bottom of the winze, drift and/or crosscut not to exceed an aggregate of 300 feet. The size of the drifts and crosscuts shall be not less than 5 feet by 7 feet in cross section in the clear of timber.

5. The drifts and/or crosscuts shall be timbered as necessary, but the Government shall not contribute to the costs of more than 120 feet of said timbering.

6. Not to exceed 100 samples shall be assayed for lead, zinc, and silver.

~~7. Consulting engineer or geologist not to exceed 8 days.~~

The locations, directions, and extent of the drifts and/or crosscuts shall have prior approval of the Government.

Stage III

1. Extend the drifts and/or crosscuts on the 150-foot level not to exceed 200 feet. The direction, location, and extent of each drift and/or crosscut shall have prior approval of the Government. The size of the drifts and/or crosscuts shall be not less than 5 feet by 7 feet in cross section in the clear of timber.

2. The drifts and/or crosscuts shall be timbered as necessary, but the Government shall not contribute to the costs of more than 80 feet of said timbering.

3. Cut two diamond drill hole stations on the 150-foot level, not exceeding the equivalent of 10 feet of drifting for each drill station.

4. From the 150 level, drill two diamond drill holes to test the 102, 103, and 104 veins below the 150-foot level. The location, direction, inclination, and extent of each drill hole shall have prior approval of the Government. The total amount of drilling shall not exceed 500 feet and the size of the holes shall be not less than AX.

5. Not to exceed 60 samples to be assayed for lead, zinc, and silver.

~~6. Consulting engineer or geologist not to exceed 8 days.~~

Estimated Costs of Project

Stage I

Work performed under Prior Contract	$21,543.50

Fixed Unit Costs

Stage II

1.	Cut 3 diamond drill hole stations (Item 1) 30 feet @ $30.00/ft.	$ 900.00	
2.	650 feet of diamond drilling (Item 2) @ $5.50/ft.	3,575.00	
3.	Sink winze 100 feet (Item 3) @ $85.00/ft.	8,500.00	
4.	300 feet of drifting and/or crosscutting (Item 4) @ $33.00/ft.	9,900.00	
5.	120 feet of timbering (Item 5) @ $7.50/ft.	900.00	
6.	100 samples (Item 6) @ $3.00/sample	300.00	
7.	Consulting engineer or geologist ~~(Item 7)~~ 8 days @ $50.00/day	400.00	$24,475.00
	Estimated Total Cost - Stage II		$24,075.00

Stage III

1.	200 feet of drifting and/or crosscutting (Item 1) @ $33.00/ft.	$6,600.00	
2.	80 feet of timbering (Item 2) @ $7.50/ft.	600.00	
3.	Cut 2 diamond drill hole stations (Item 3) 20 feet @ $33.00/ft.	660.00	
4.	500 feet of diamond drilling (Item 4) @ $5.50/ft.	2,750.00	
5.	60 samples (Item 5) @ $3.00/sample	180.00	10,790.00
6.	Consulting engineer or geologist ~~(Item 6)~~ 8 days @ $50.00/day	400.00	11,190.00
	Estimated Total Cost - Stage II and Stage III		~~$34,865.00~~
	Government Participation @ 50%		$17,432.50

SUMMARY

Work performed under Prior Contract	$21,543.50
Estimated Total Cost - Stage II and Stage III	~~34,865.00~~
Estimated Total Cost of Project	$56,408.50
Government Participation @ 50%	$28,204.25

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

RECEIVED
OCT 11 1956

October 8, 1956

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Selfridge:

Enclosed are the original and five copies of the referenced amended contract which the Operator has returned unsigned. Mr. Hewitt brought the contract to the Spokane office this morning and explained his objections in some detail.

"Exhibit A, Description of the Work," includes the following in a footnote, ". . . the Operator shall hire a consultant satisfactory to the Government for a minimum of two days each month." There is no provision made for a consultant's fee in the "Established Costs of the Project." The memorandum from Walker and Zoldok on the cost analysis shows on page 2 the "Estimated Cost of Project, item (2), Consultants: Engineer, 4 days @ $50/day, and Accountant, 4 days @ $12/day." On page 5 of the memorandum, under "Recapitulation of Costs--100 ft. winze," these costs appear in item (2) as "Consultants $248.00." Following the total cost, the cost of "Consulting Engineer $200.00, Accounting $48.00 and Assaying $120.00" have been subtracted from the total cost to arrive at a proper unit cost of $85.23 for winzing. On page 6, item (2) shows "Engineer-Geologist, 12 days @ $50/day" and "Bookkeeper, 12 days @ $12/day." These items are subtracted from the total on page 8 to arrive at a unit cost of $33.06 for drifting. On page 10, "Summary of Estimated Cost of Project" both Stage I and Stage II show "Consulting Engineer or geologist, 8 days @ $50/day," and "Accounting, 8 days @ $12/day." As this is a unit cost contract, we agree that the allowance for a bookkeeper be omitted but as the contract does require a consultant at least 2 days each month, and as his salary is not included in the unit costs, we recommend that provision be made to pay him, and suggest that the estimate of 8 days @ $50/day for each stage be added to the allowable costs of the contract.

Mr. Hewitt's second objection is the stipulation in Stage II, item 3, that "The size of the winze shall be not less than 5 feet by 10 feet in cross section in the clear of timber." This stipulation is

based on the field recommendation which apparently was in error. The winze had been started prior to the field examination. It consists of two compartments, 4 feet by 4 feet, and 4 feet by $3\frac{1}{2}$ feet, respectively, in the clear of timber. Therefore, the required minimum section in the clear of timber should be 4 feet by 8 feet, rather than "5 feet by 10 feet."

Finally, Mr. Hewitt states that the actual cost of winzing has been $117/foot. In view of this, the Field Team recommends that no decrease in the presently allowed cost of $85/foot be made for the slight decrease in the minimum cross section. Actually any difference in cost would be very slight.

By Field Team, Region I, NW Dist.

A. E. Weissenborn

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

Wing G. Agnew

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

Enclosures

cc: USBM (2)
USBM (AD)
Pinckney

P. S. Another point that we have just discovered is that preceeding Stage II on page 3 of the Amended Contract, the heading "Agreed Unit Costs" should be added. The prior contract, now Stage I of the Amended Contract, was an "Estimated Cost" form contract, whereas Stages II and III of the Amended Contract are in the "Agreed Unit Cost" form. We are sure that the intention is that Stages II and III are on a unit cost basis but the fiscal officer wishes to avoid any possible future confusion.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION 500
WASHINGTON 25, D. C.

October 8, 1956

Memorandum To Files,

From: J. W. Alt, Base Metals Division

Subject: Boss Mines, Inc., Boss and Atlantus Claims (Lead-Copper), Contract No. Idm-E743, Docket No. DMEA-3548, Cascade County, Montana

On this date Mr. A. E. Weissenborn, Executive Officer, DMEA Field Team, Region I, Northwest District, phoned regarding an amended contract to the cited contract. This amended contract was mailed to the Field Team for their approval and signature of the Operator on September 18, 1956.

Mr. Weissenborn stated that the size of the shaft should be 10 feet by 5 feet in rock cross section and not in the clear of timber. He also called our attention to the statement in Exhibit "A" that the Operator shall hire a consultant satisfactory to the Government for a minimum of two days each month. He stated that he thought there should be an allowance for the consultant in the "Estimated Costs of Project."

Mr. Weissenborn will send us a memorandum regarding the above and will return the amended contract for the proposed changes.

Later I phoned him regarding the costs as submitted by David D. Walker and S. W. Zoldok, Mining Engineers, Bureau of Mines.

J. W. Alt

J. W. Alt

JWALT/er 10/9/56

Copy to: Docket
Base Metals
Chron.

RECEIVED
OCT 1 0 1956

xxxxxxxxxxxxxxxx
So. 157 Howard Street
Spokane 4, Washington

October 5, 1956

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Hewitt:

Thank you for so promptly returning the signed Consents to Lien. Enclosed are the original and five copies of proposed Contract Idm-E743; the two Consents to Lien have been attached to each copy of the contract. Please indicate in the appropriate blank under Article 1(a), the date you will resume work. If the contract meets with your approval would you please sign all copies, retain that copy marked for the Operator, and return the rest to this office.

In the event that the amended contract is not satisfactory, return all copies with your comments.

Sincerely yours,

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

Enclosures

cc: DMEA (2)
USBM (2)
USBM (AD)
Pinckney

RECEIVED
OCT - 1 1956

xxxxxxxxxxxxxxxxx
So. 157 Howard Street
Spokane 4, Washington

September 26, 1956

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 914
Helena, Montana

Re: Docket No. DMEA 3548 (Lead-Zinc)
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-5743

Dear Mr. Hewitt:

We have received the Amended Contract for the cited contract, signed by the Administrator, but before the Amended Contract can be executed it will be necessary for you to obtain new consents to lien and subordination agreements from the lessors. Two sets of consents to lien and subordination agreements are enclosed. Please see that all copies are signed, retain one copy of each set for your files, and return the rest to this office. Upon receipt of the consents to lien and subordination agreements, we will forward the Amended Contract to you for your approval and signature.

By Field Team, Region I, NW Dist.

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

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

Enclosures

cc: DMEA (2)
USBM (2)
USBM (AD)
Pinckney

RECEIVED

SEP 24 1956

xxxxxxxxxxxxxxxxxx
1201 N. Division St.
Spokane 2, Washington

September 20, 1956

Galusha, Higgins and Galusha
Certified Public Accountants
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Cascade County, Montana
Contract No. Idm-8743

Gentlemen:

As requested in your letter of September 17, 1956, we are glad to confirm the balance to be repaid DMEA from production under Contract No. Idm-8743, Boss Mines, Inc. Our records show this amount to be $9,586.91 as of May 31, 1956.

Yours very truly,

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

cc: DMEA (2)
USGS (2)

GALUSHA HIGGINS AND GALUSHA
CERTIFIED PUBLIC ACCOUNTANTS
HELENA, MONTANA

[illegible] C.P.A.
[illegible] HIGGINS, C.P.A.
FLOYD I. GALUSHA, JR. C.P.A.
[illegible] AT LAW
S. HARRY RYFER C.P.A.
CEDRIC N. THOMPSON, C.P.A.
DALE D. FUEHRER C.P.A.

RECEIVED
SEP 24 1956

September 17, 1956

Mr. A. E. Weissenborn
Acting Area Officer
BLM Field Team
Region 1 - Northwest District
U. S. Department of Interior
E. 157 Howard
Spokane, Washington

File: [illegible]
[illegible]

Re: Boss Mines, [illegible]

Dear Mr. Weissenborn:

We have been engaged by Mr. C. L. Hewitt, president of the Boss Mines, Inc. to audit the accounts of Boss Mines, Inc. for the fiscal year ended May 31, 1956. In this regard, we would like to confirm with you the balance with the DMEA on Contract No. IDM-[illegible] which according to the records of the Boss Mines, Inc. amounted to $[illegible],[illegible]26.91, as of May 31, 1956.

Very truly yours,

C. N. THOMPSON

CNS:lv

RECEIVED
SEP 24 1956

xxxxxxxxxxxxxxxxxx
So. 157 Howard Street
Spokane 4, Washington

September 20, 1956

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA-3543 (Lead-Zinc)
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-8743

Dear Mr. Hewitt:

In regard to your telephone call to me of September 17, I have been informed by the Washington office of the Defense Minerals Exploration Administration that a proposed Amended Contract is in the mail. This will be forwarded to you as soon as it is received here.

Sincerely yours,

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

cc: DMEA(2)
GSM(2)
Pinghamy

File Copy
Surname
Alt
Selfridge
Fishman
Whitenton

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

SEP 19 1956

JWAlt/er Rm 4444, Ext. 3669

DMEA, Base Metal Division

14X4401(01) Revolving Fund, Defense Production Act, Interior (allocated Working Fund to Office of Secy.)

TELETYPE
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Date:

To: Mr. A. E. Weissenborn, Executive Officer, Region I, Northwest District, Spokane, Washington

Recd't September 17, Base Mines, Inc., Contract Idm-2743, Docket DMEA-3548. Amended Contract being mailed to you today.

George C. Selfridge
Chairman, Operating Committee (24)

JWAlt/er 9/18/56
Copy to: Docket
Admr R File
Op. Committee
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Base Metals
Confirmation Copy
Chron.

R.C.S.

File Copy
Surname

alt Friemoth
Talbert
Selfridge
Fedeman
Mattenty

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

500

SEP 1 8 1956

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-K743

Dear Mr. Weissenborn:

We are enclosing the original and five copies of an amended contract for the cited contract, signed by the Administrator, together with Annexes I and II, Exhibit "A" (3 pages), and one map. We are enclosing two extra copies of Annexes I and II, Exhibit "A" and one map for the use of the Field Team.

Before the amended contract can be executed, it will be necessary for the Operator to obtain new Consents to Lien and Subordination Agreements from the lessors. Two sets of Consents to Lien and Subordination Agreements are enclosed.

It will be necessary to insert in the amended contract, in the space provided under Article 1(a), the date when the Operator shall resume work on the amended contract.

Upon the receipt of the Consents to Lien and Subordination Agreements, if the amended contract meets with your approval, kindly present it to the Operator for approval and signature and, when completed, distribute the copies in the usual manner. In the event that the amended contract is not satisfactory, and cannot be amended within your delegated authority, return all copies with your recommendation concerning any modification.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (G/S)

Enclosures

APPROVED:

Frank D. Lamb (G/S)
Member, Bureau of Mines

Thor H. Kiilsgaard (G/S)
Member, Geological Survey

JWilt/er 9/13/56
Copy to: Docket
Admr R File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

R.S.K.

AMENDED EXPLORATION PROJECT CONTRACT
BOSS MINES, INC.
DOCKET NO. DMEA-3548
CONTRACT NO. Idm-E743

EXHIBIT "A"

Description of the Work

The work is divided into three stages. Stage I consists of the work performed under the Prior Contract. Stages II and III are set forth below. The Operator shall perform the work under Stage II, and shall perform as much of the work under Stage III as is approved in advance by the Government. The work is outlined on the attached map entitled: "Proposed Exploration, Boss and Atlantus Claims, Boss Mines, Inc., Neihart, Montana, Figure 3."

Stage II

1. Cut three diamond drill stations on the Rochester Adit crosscut, not exceeding the equivalent of 10 feet of drifting for each drill station.

2. From the Rochester Adit crosscut, drill three diamond drill holes. The total amount of drilling shall not exceed 650 feet, and the size of all holes shall be not less than AX. The approximate location, direction, inclination, and extent of each diamond drill hole is shown on the attached map. Diamond drill hole No. 1 shall be drilled from the 100 vein south drift to determine if the 101 vein is faulted south of the crosscut. Diamond drill holes Nos. 2 and 3 shall be drilled to test the 100 vein at a depth of approximately 150 feet below the Adit level.

   The location, direction, inclination, and extent of each diamond drill hole shall have prior approval of the Government.

3. From the bottom of the present winze on the 101 vein, sink a two-compartment timbered winze 100 feet to a total depth of 145 feet below the level of the Rochester Adit crosscut. The size of the winze shall be not less than 5 feet by 10 feet in cross section in the clear of timber.

In connection with the forty-acre of this work the Operator shall hire a consultant mathematician to the Government for a minimum of five days each month.

RECEIVED
SEP 18 1956

3548

RECEIVED
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GENERAL SERVICES ADMIN.
PUBLIC BUILDINGS SERVICE
GMC-COMMUNICATIONS

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MR. GEORGE C. BELFRIDGE, CHAIRMAN OPERATING COMMITTEE

DMEA, DEPARTMENT OF INTERIOR

WA 25 DC

WILL YOU PLEASE ADVISE STATUS OF AMENDED CONTRACT BOSS MINES INC; CONTRACT NO. IDM-E743 ASSIGNED CASCADE COUNTY MONT.

A. E. WEISBENBORN, EXECUTIVE OFFICER, DMEA FIELD TEAM REGION I

NORTH WEST DISTRICT, SP

IDM-E743

VA 506P

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BUREAU OF MINES
MAIL ROOM
WASHINGTON D.C.

File Copy
Surname

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

SEP 12 1956

Mr. C. L. Hewitt, President
Bess Mines, Inc.
545 North Rodney Street
Helena, Montana

Re: Docket No. DMEA-3648 (Lead-Zinc)
Bess Mines, Inc.
Bess and Atlantic Claims
Cascade County, Montana
Contract No. Idm-8743

Dear Mr. Hewitt:

Transmitted herewith is a certification of discovery or development related to the Exploration Project Contract No. Idm-8743, dated December 7, 1954.

By the terms of the Exploration Project Contract and of the Certification, all production from the land described in the contract from December 7, 1954, the date of the contract, is subject to the Government's percentage royalty as set forth in the said contract until the sum of $10,771.75 which the Government has advanced as its participating interest is repaid, or until December 7, 1964, whichever occurs first.

You should continue to make payments to Mr. A. E. Weissenborn, Executive Officer, DMEA Field Team, Region I, Northwest District, as in the past.

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

Sincerely yours,

Frank E. Johnson

ACTING Administrator

Enclosure

WRGriswold/er 9/4/56
Copy to: Docket
Mr. C.A. Fredell, DR.MD, EP
Mr. F. Lamb, USBM
Mr. Kiilsgaard, USGS
Admr R File
Op. Committee
Cont.Adm & Audit Div.
Finance Office
Base Metals
Region I, NW Dist. (2)
Mr. F. Johnson
Mr. W.R. Griswold
Chron.

Mr. John E. Dawson, Pres.
Neihart-Cons. Silver
Mng Co.
Mr. L.B. Esselstyn, Rec.
Broadwater Cons. Mines
Butte, Montana

File Copy
Surname

J. All.
Grisowold
Talbert
Lamb
Kiilsgaard
Selfridge

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

Mr. Clarence A. Fredell, Acting Director
Materials Division
Emergency Procurement Service
General Services Administration
Washington 25, D. C.

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Fredell:

Enclosed is a copy of a certification of discovery or development related to Exploration Project Contract No. Idm-E743.

The contract was dated December 7, 1954, with the Government participating to the extent of 50 per cent in an exploration project estimated to cost $24,146.00. Actual expenditures were $21,543.50, with the Government's share being half of such amount, or $10,771.75.

The total amount of work provided for under the contract consisted of road repair, construction of a shop building, tunnel rehabilitation, and 760 feet of crosscutting and drifting. Work actually done under the contract consisted of 712 feet of drifting and crosscutting.

The discovery consisted of lead-zinc-silver ores occurring within a vein in gneiss. Estimated reserves were 1,320 tons with a grade of 5.4 per cent lead, 5.4 per cent zinc, and 51.6 ounces of silver per ton.

Sincerely yours,

WRGrisowld/er 9/13/56
Copy to: Docket
Mr. Lamb, USBM
Mr. Kiilsgaard, USGS
Cont.Adm & Audit Div.
Admr R File
Oper. Committee
Base Metals
Region I, NW Dist. (2)
Mr. Johnson
Mr. Griswold
Chron.

Frank E. Johnson
ACTING Administrator

Enclosures

R.C.S.

File Copy
Surname

Finnell
Lamb
Kiilsgaard
Selfridge

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

500

SEP 12 1956

Mr. L. B. Esselstyn, Receiver
Broadwater Consolidated Mines
Hirbour Building
Butte, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-8743

Dear Mr. Esselstyn:

For your information, we are enclosing a copy of a certification of discovery or development which has been issued pursuant to the terms of the cited contract. We are also enclosing a copy of our letter of transmittal of this certification.

The above are in connection with the Consent to Lien signed by you on December 21, 1954.

Sincerely yours,

WRGriswold/er 9/8/56
Copy to: Docket
Admr R File
Op. Committee
Base Metals
Mr. Lamb, USBM
Mr. Kiilsgaard, USGS
Mr. Chambers, DMEA
Region I, NW Dist. (2)
Chron.

Frank E. Johnson

ACTING Administrator

Enclosures 2

R.G.

File Copy
Surname
Griswold
Selfridge
Johnson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION 500
WASHINGTON 25, D. C.

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Ross Mines, Inc.
Ross and Atlantic Claims
Cascade County, Montana
Contract No. Idm-4743

Dear Mr. Weissenborn:

In connection with the certification of discovery or development made on the cited project, we are enclosing correspondence to the Hulbert - Consolidated Silver Mining Company. Since the Consent to Lien signed by this company shows no address, we are forwarding the notification to you, trusting that you will be able to ascertain the address and forward the material to this company.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

Enclosures

WRGriswold/er 8/7/56
Copy to: Docket
Admr R File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

APPROVED:

Frank D. Lamb (GCS)
Member, Bureau of Mines

Thor H. Kiilsgaard (GCS)
Member, Geological Survey

A.C.S.

File Copy
Surname

Trismen
Lamb
Kiilsgaard
Selfridge

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

Undated
Mailed in Field

Mr. John E. Dawson, President
Neihart-Consolidated Silver Mining Company
Great Falls, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Dawson:

For your information, we are enclosing a copy of a certification of discovery or development which has been issued pursuant to the terms of the cited contract. We are also enclosing a copy of our letter of transmittal of this certification.

The above are in connection with the Consent to Lien signed by you on December 8, 1954.

Sincerely yours,

Frank E. Johnson

ACTING Administrator

WRGriswold/er 9/7/56
Copy to: Docket
Admr R File
Op. Committee
Base Metals
Mr. Lamb, USBM
Mr. Kiilsgaard, USGS
Mr. Chambers, DMEA
Region I, NW Dist (2)
Chron.

Enclosures 2

NOTE TO MAIL ROOM.

The attached letter to Neihart-Consolidated is to be sent to Field for completion of address & mailing.

Hazel

To Field:
Please return copies, when mailed — Thanks.
Gray Mail Clerk, DMEA.

To Mail Clerk, DMEA:

Have searched our files and only find that this company is at Great Falls, Montana. Have sent letter there; if returned, will send to C. L. Hewitt, President of Boss Mines, Inc., residing at Helena, Montana, for forwarding to Neihart-Consolidated Silver Mining Company.

Mary L. Smelser
For: A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I
NW District

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

SEP 5 1956

Memorandum

To: The Administrator, DMEA
Attention: Chief, Base Metals Division

From: Associate Solicitor, Division of Mineral Resources

Subject: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantic Claims
Cascade County, Montana
Contract No. I4m-2743

Pursuant to your memorandum dated August 24, 1956, we have prepared the attached Amended Contract in satisfactory legal form for execution, subject to the attachment of the Consents to Lien referred to therein.

Robert P. Dwyer

RCRubin/wog
September 5, 1956
Copy to: Solicitor's Docket (2)
DMEA Docket
GCSelfridge
WRGriswold (2)
Attachment RPDwyer
RCRubin
Chron.

File Copy
Surname

J. ALD

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

500

August 24, 1956

Memorandum

To: Associate Solicitor, Division of Mineral Resources

From: Chief, Base Metals Division

Subject: Prepare an Amended Exploration Contract for Docket No. DMEA-3548, Boss Mines, Inc., Boss and Atlantus Claims, Cascade County, Montana, Contract No. Idm-E743, Lead-Zinc.

Will you please prepare an amended contract for the cited contract. A draft of the contract and Exhibit "A" are attached to this memorandum.

The necessary copies of the map will be delivered to your office in a few days.

W. R. Griswold

W. R. Griswold

JWAlt/er
Copy to: Docket
Base Metals
Chron.

P.S. A certification of discovery of this property is being prepared. The Original Contract was terminated on December 9, 1955.

cw

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

RECEIVED
AUG 13 1956

August 10, 1956

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Selfridge:

Enclosed are four copies of a map as promised in our letter to you of August 6, 1956.

Sincerely yours,

A. E. Weissenborn

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

Enclosure

cc: USBM (2)
Pinckney w/cy of map

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~

So. 157 Howard Street
Spokane 4, Washington

RECEIVED
AUG - 8 1956

August 6, 1956

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

Re: Request for additional work
Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Selfridge:

In a telephone conversation Friday, August 3, 1956, Mr. Alt requested clarification of the following statements in and omissions from the Bureau's and Survey's reports on the subject company's request for additional work. These reports were transmitted to the Operating Committee July 23, 1956.

1. A map showing where the proposed work is to be done from the proposed winze.

This was not omitted by oversight but because the exact locations below the existing tunnel level cannot be determined at this time. We are preparing a plan to show the general locations of the winze, the drifting from the bottom of the winze and the drill holes from the drift. Crosscutting will depend entirely upon what the winze and drift disclose. This plan will be forwarded in a few days.

2. Mr. Alt asked whether it would be better to include the drilling in Stage I rather than in Stage II as proposed in Walker's and Zoldok's memorandum.

Zoldok agrees that all drilling should be included in Stage I. Stage II drifting and crosscutting from the bottom of the winze is to offer a chance to do more work if warranted by Stage I, at the same time making it possible to terminate the contract should the results of a reasonable amount of work prove discouraging. A certain amount of drifting is advisable in Stage I to select drill station locations.

3. Samples are to be assayed for lead, zinc, and silver.

4. Cost of timbering.

Recent studies and checks by the Bureau of Mines show that in the past, estimates of timbering costs have been unrealistic and too low. The breakdown of these costs on page 9 of the memorandum by Walker and Zoldok are believed to be accurate estimates of the cost.

5. New consents to lien have been requested from the applicant and will be forwarded as soon as we receive them.

Sincerely yours,

A. E. Weissenborn

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

cc: USBM (2)
Pinckney

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

RECEIVED
AUG 23 1956
500

August 3, 1956

Memorandum for the Files

From: J. W. Alt, Base Metals Division

Subject: Docket No. DMEA-3548, Contract No. 1dm-E743, Boss Mines, Inc., Boss and Atlantus Claims, Cascade County, Montana, Lead-Zinc.

On this date I phoned Mr. A. E. Weissenborn, Executive Officer, DMEA Field Team, Region I, Northwest District, regarding the proposed additional work as recommended by the Field Team.

I told Mr. Weissenborn, that we would need a map showing where the proposed work is to be done. I informed him that this work could be shown on the map, Figure 1, attached to D. Pinkney's memorandum.

In the recommendation by David D. Walker and J. W. Zoldok, Mining Engineers, Bureau of Mines, the proposed work is set up in two stages. I asked Mr. Weissenborn why this was done. That if this work is to be set up in two stages, why not include the drilling in Stage I and not place it in Stage II. Doing this would leave only 200 feet of crosscutting and drifting in Stage II. He said that he would investigate this suggestion.

I also inquired as to what the samples are to be assayed for and I told him that I presumed that they are to be assayed for lead-zinc and silver. He said that is correct.

I also mentioned that I thought the cost of $7.50 per foot for timbering in the drifts and crosscuts was high and that our usual costs are from $4.00 to $6.00 per foot for timbering.

I reminded him that as suggested in our letter, of May 11, 1956, that we would need new Consent's to Lien.

I told him that Mr. Nelson of the USGS, our commodity member, in his memorandum has suggested that the first stage of the proposed work should consist of only drilling and that if the results of the drilling were encouraging, then Stage II should consist of the shaft sinking, drifting and crosscutting as recommended by the Field Team.

Mr. Weissenborn said that he would investigate the aforementioned items and would reply soon.

J. W. Alt

J. W. Alt

JWA/er 8/7/56
Copy to: Docket
Base Metals
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

RECEIVED
AUG -2 1956

August 2, 1956

Memorandum

To: W.R. Griswold, Defense Minerals Exploration Administration

From: Commodity Specialist, Branch of Base Metals

Subject: Application for additional work, Docket No. DMEA 3548 (Lead-Zinc), Boss Mines, Inc., Boss and Atlantus claims, Cascade County, Mont., Contract No. Idm-E743

The operator has submitted an application for amendment to the contract. The applicant proposes to explore the 101 and other veins on the Boss and Atlantus claims by winzing 100 feet, drifting 500 feet from near the bottom of the winze, drilling 1,150 feet of holes, and assaying 200 samples at a total estimated cost of $36,525.

The writer concurs with A. E. Weissenborn's memorandum of July 23, stating: "Pinckney, Walker, and Zoldok (examiners) recommend approval of the winzing, drifting, and drilling, but have reduced the number of assays to 180, and the total cost to $36,007. We concur with this recommendation."

Abbott Renick

Copy to Division of Minerals
R.W. Geehan
T.H. Kiilsgaard, Room 5224
O.M. Bishop
A. Renick
FILES

IN REPLY REFER TO:

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

August 2, 1956

Re: DMA 3548, Idm-5743
Boss Mines, Inc.
Boss and Atlantum Claims
Cascade Co., Mont.
Appl. Est. $36,525.00
Rec'm'd Est. 36,007.00
Lead-Zinc-Silver

Memorandum

To: W. R. Griswold, Defense Minerals Exploration Administration

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

Subject: Review of Field Team recommendation for an amendment.

The contract Idm-5743 approved the expenditure of $24,146.00 of which $21,543.50 was used in extending the Rochester crosscut and drifting on 4 veins and vein zones cut in the crosscut extension. The veins and vein zones intersected are of varying widths and contain varying amounts of the silver-bearing sulfides of lead, zinc and copper as pods and veinlets in sheeted structures cutting gneisses and schists. The principal value is in silver.

No mention is made of "carbonate" or "oxide" minerals and it is assumed that the work done is in the primary ore horizon and if similar to nearby veins, higher grade 'secondary' ore may be expected between the Rochester crosscut and the surface. No recent attempt appears to have been made to determine if such high grade ore exists. Work in the 50-foot vein at the surface seems to have been inconclusive.

Drifting on the 4 veins cut in the DMA assisted extension of the crosscut explored them for a total of 285 feet. Of the 4, the 101 vein appears to be the most likely. The operator sunk a winze in the 101 vein zone 45 feet and drifted 120 feet at the 45-foot level. To Mar. 19, 1956 about 590 tons of ore had been produced from the 101 vein and 760 tons are estimated as in the indicated ore reserve above the winze level. The grade of the ore produced and the reserve ore is estimated at 35-40 oz. silver, 3% lead and 3% zinc. In the opinion of the operator and the examiners the vein structure at the 45-foot level in the winze appears more promising than where cut and drifted upon on the Rochester crosscut level. No sampling data are given in support of the opinion, the grade of the ore produced or the reserve estimate.

The proposed work consists of extending the winze 100 feet, 500 feet of drifting at the new winze bottom and diamond drilling. It would appear that the wide 101 vein zone could be explored more extensively and at less cost by diamond drilling. In which connection it should be noted that the larger part of the productions of the nearby Hartley and Moulton mines came as high grade secondary ore obtained from levels much nearer the surface than that of the proposed long drift from the proposed winze extension. If driven as proposed the drift will be about 500 feet from the surface.

Accrued royalty under the contract amounts to about $10,000 and the proposed work, if done, would increase the liability to about $28,000.

The wide, short, (as known) erratic 101 structure warrants more work. I recommend that 'down' diamond drilling precede, as Stage I work, the sinking and drifting recommended by the examiners and the Field Team.

N. E. Nelson

N. E. Nelson

NENelson:btr
G 8/2/56

cc: O. M. Bishop, 3617
Director's reading file (4212)
Branch reading file (4212)
DMEA (3)
Chron. file
Docket File

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

RECEIVED
JUL 26 1956

July 23, 1956

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Selfridge:

Enclosed are memoranda reports by Darrell M. Pinckney of the U. S. Geological Survey, and David D. Walker and S. W. Zoldok of the U. S. Bureau of Mines, in which they recommend approval of the Operator's application for more work at the Boss and Atlantus claims.

The applicant proposes to explore the 101 and other veins on the Boss and Atlantus claims by winzing 100 feet, drifting 500 feet from near the bottom of the winze, drilling 1,150 feet of holes, and assaying 200 samples at a total estimated cost of $36,525.

Pinckney, Walker, and Zoldok recommend approval of the winzing, drifting, and drilling, but have reduced the number of assays to 180, and the total cost to $36,007.

We concur with this recommendation.

By Field Team, Region I, NW Dist.

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

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

Enclosures

cc: USBM (2)
USBM (AD)
USGS(SRO)
Pinckney

DMEA

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

RECEIVED
JUL 26 1956

July 10, 1956

MEMORANDUM

To: DMEA Field Team, Region I, Northwest District

From: Darrell M. Pinckney, Geologist, U. S. Geological Survey

Subject: Application for additional work, Docket No. DMEA-3548 (Lead-Zinc), Boss Mines, Inc., Boss and Atlantus claims, Cascade County, Montana, Contract No. Idm-E743.

RECOMMENDATIONS

It is recommended that the Government enter into an amended contract with the applicant to explore five veins in the Rochester crosscut. The proposed program provides for 100 feet of winze sinking, 500 feet of drifting and crosscutting, and 1,150 feet of diamond drilling. The program is designed to test the productive 101 vein by winzing, crosscutting, and drifting, and to test the nearby veins by drilling.

LOCATION AND ACCESSIBILITY

The property of the Boss Mines, Inc., is on the western slope of Neihart Baldy Mountain near the center of the Little Belt Mountains about three quarters of a mile northeast of Neihart, Montana. It is connected to U. S. Highway 89 at Neihart by a good but steep gravel road that joins the highway on the north edge of the town. The mountains are quite steep and are covered with lodgepole pine. Summers are mild, but the winters are severe.

THE PROPERTY

The claims to be included in the project are the same as those included in Contract No. Idm-E743. They are:

Claim	Patent Survey No.
Boss	2129
Atlantus	3128
Rochester	2866
Unity	2911

The property is developed by a 960-foot crosscut, a 45-foot winze, and short drifts on each of the nine veins exposed in the crosscut. Seven hundred and twelve feet of the drifting and crosscutting was paid for in part by the Defense Minerals Exploration Administration.

GEOLOGY

According to W. H. Weed (Geology of the Little Belt Mountains, Montana, U. S. Geol. Survey, 20th Ann. Report, pt. III, 1900, p. 381) the Little Belt Mountains are an eroded dome about 20 miles across. The center of the dome is underlain principally by (1) the Neihart quartzite, the basal Precambrian Belt member, which rests unconformably on (2) an older Precambrian series of red and gray gneiss and hornblende-biotite gneiss. The gneissic rocks are the oldest known in the area and were intruded by diorite porphyries which were in turn later intruded by rhyolite porphyries. The age of the rhyolite and diorite porphyries is not known. All of these rocks have been altered and mineralized by later hydrothermal activity, the age of which is not known.

Most of the mines in the Neihart district are in an area of about 2 square miles lying to the east of the town. They occupy veins in the gneisses and porphyries. The veins generally trend a little east of north and dip 50° to 80° W. (Schafer, P. A., Geology and ore deposits of the Neihart mining district, Cascade County, Montana: Montana State Bureau of Mines and Geology, Memoir 13, pl. 2, 1935). These veins are composed mainly of white and pink carbonates, barite, quartz, galena, sphalerite, ruby silver minerals, and tetrahedrite. The ore is valuable principally for its silver content, but it also contains considerable lead, zinc, some copper, and a little gold.

To the writer's knowledge no attention has ever been given to the possibility of the production of manganese from the carbonate gangue. The most abundant gangue mineral in the veins is white to pink carbonate minerals. Four samples of this gangue collected by Weed (p. 409) contained manganese carbonate in the following amounts:

Pink carbonate (percent)	White carbonate (percent)
35.99	17.66
41.26	20.62

The Rochester crosscut has been driven about 960 feet eastward from the portal on the Unity claim and has cut nine veins, four of which were found by work performed under the contract. All but one of the veins trend slightly east of north and dip moderately

to steeply westward. One vein trends N. 35° E. Most of the crosscut and the veins are in the red to gray gneiss that according to Weed (p. 415-416) seems to be the country rock of the district most favorable for the formation of productive veins. The foliation of the gneiss strikes nearly north and dips very steeply to vertically. It is at a high angle to the veins and does not seem to have exerted any control on the vein-forming processes (figs. 1 and 2).

The veins

The 101 vein is the strongest of the veins found in the DMEA workings. It strikes N. 35° E. and dips steeply to vertically. On the crosscut level the vein is a mineralized and altered zone that contains many stringers and thin veins of either sulfides (chiefly galena, sphalerite, and pyrite) or pink and white carbonates that cut sericitized red and gray gneiss. The width of this vein zone ranges from about 12 feet near the face of the drift to about 80 feet in the crosscut. The wide part of the vein in the crosscut is near a N. 20° E., 50° W. fault that probably splits from the vein, or crosses it at a small angle, and the greater width in this area probably represents a pre-mineralization broken zone near the intersection of the fault and the vein into which ore-bearing solutions could easily penetrate.

On the winze level 45 feet below the crosscut level the vein zone is narrower, but the mineralized bands are wider and more continuous than on the crosscut level. Southwest of the winze the zone widens to more than 8 feet and consists of many discontinuous stringers and pods of sulfides and carbonates that have replaced the intensely altered wall rock. The northwest wall of the vein here is a gradational wall; the southeast wall has not been exposed in the drift. On the winze level northeast of the winze the mineralized zone is composed of bands of carbonates, sulfides, and thin horses of altered wall rock. It is as much as 7 feet wide and has been stoped for a horizontal distance of 35 feet and a vertical distance of 37 feet.

The 102 vein, found in the crosscut, strikes about N. 7° E. and dips from 50° to 75° W. The vein, composed principally of sulfide and carbonate stringers, is up to 5 inches wide. It has a fault zone along the footwall. Both walls of the vein and the rock between the vein and the fault are strongly sericitized. The vein zone was drifted along for about 75 feet south of the crosscut. Most of the vein, where exposed, is only slightly mineralized or is barren. It is a strong structure that warrants additional exploration.

The 103 vein is a slightly mineralized, faulted, and broken zone along the contact of a rhyolite porphry dike and the red and gray feldspar gneiss. It occupies a zone up to 12 feet

wide where exposed in the drift south of the crosscut, but in a distance of 40 feet it narrows to a zone only about 2 feet wide on the north wall of the crosscut. Most of the faulting, alteration, and the slight mineralization along the 103 vein is in the dike. Weed states that strong productive veins change to a wide broken zone only slightly mineralized upon entering the rhyolite porphyries. Within the dike the vein warrants no additional exploration, but away from the dike it may be more continuous.

The 104 vein was found near the footwall of the rhyolite porphry dike near the end of the crosscut; it was explored by drifting about 30 feet north and about 50 feet south from the crosscut. The vein strikes N. 5° E. and seems to dip about 50° to 75° W. North of the crosscut the vein zone is very near the hanging wall of the rhyolite porphyry dike, and it contains only barren faults, gouge seams, and some altered gneiss. South of the crosscut the dike may diverge from the vein which here contains several stringers of sulfide and oxidized materials. These stringers widen into a pod of brown and black oxides about 30 feet long and as much as 4 feet wide. At the south face of the drift the vein has pinched down to two 6-inch wide bands of white and pink carbonates in a wide altered zone; it is barren of sulfides. Both walls of the vein south of the crosscut are altered gneiss.

The 100 vein near the crosscut strikes nearly north, dips about 55° W. and is 1 to 3 feet wide. It was drifted along for a few hundred feet and was stoped for part of this distance. The production from this vein is not known.

PROPOSED PROGRAM

The following program was worked out in conference with the Operator and Government representatives. It consists of:

1. 100 feet of winze sinking on the 101 vein from the bottom of the present winze to a total depth of 145 feet below the level of the Rochester crosscut.

2. 500 feet of drifting and crosscutting to explore the 101 vein from the bottom of the winze.

3. 1,150 feet of diamond drilling to be used approximately as follows (fig. 2):

(a) About 150 feet of diamond drilling from the 100 vein south drift to determine if the 101 vein is faulted south of the crosscut.

(b) About 500 feet for two holes of about 225 feet each to test the 100 vein 100 feet north and south of the crosscut and at a depth of about 150 feet.

(c) About 500 feet for two holes to test the 102, 103, and 104 veins below the crosscut. These holes probably would be drilled from the proposed 150-foot level drift.

If an amended contract is offered to the applicant, it should provide for the services of a consultant engineer-geologist for 10 days. It should be noted that in the writer's memorandum of November 9, 1955, it was recommended that the Government not enter into a contract with the applicant unless he hired a competent technical supervisor.

Geologic justification

The 101 vein, for which most of this proposed program is intended, is a strong, mineralized vein found during previous DMEA work. After discovery of this vein the applicant sunk a 45-foot winze on the vein and drove a 120-foot long drift from the bottom of the winze.

To March 19, 1956, about 590 tons of ore had been produced from the 101 vein. This has come from the crosscut level drift, the sublevel drift, the winze, and a small stope north of the winze. This ore averaged about 40 ounces of silver per ton, 3 percent lead, and 3 percent zinc. Above the winze level about 760 tons of ore are indicated in the vein that contains about 35 ounces of silver per ton, 3 percent lead, and 3 percent zinc.

The drilling is designed to (1) gain information about the 101 vein beyond its projected intersection with the north-trending fault that was found in the crosscut west of the 101 vein; and (2) to test the 100, 102, 103, and 104 veins below the crosscut. Three of these are strong, mineralized veins.

The possibility of manganese ore bodies in the veins at Neihart should not be overlooked. Many of the veins carry a considerable quantity of pink carbonate minerals in the gangue, and two small bodies containing black and brown oxides were noted along veins in the Rochester crosscut.

Enclosures(2)
Distribution:
DMEA(4) Docket
USBM(2) Pinckney
USGS(SRO)

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

RECEIVED
JUL 26 1956

1201 N. Division St.
Spokane 2, Washington
July 9, 1956

MEMORANDUM

To: DMEA Field Team, Region I, Northwest District

From: David D. Walker and S. W. Zoldok, Mining Engineers, Bureau of Mines, Region I

Subject: Cost analysis, Docket No. DMEA-3548 (lead-zinc), Boss Mines, Inc., Boss and Atlantus Claims, Cascade County, Montana, Contract No. Idm-E743

Mr. C. L. Hewitt, Operator under the subject contract, has submitted an application for additional work at the property. The contract was terminated by mutual agreement on February 20, 1956.

Proposed Exploration Program

A summary of the applicant's proposed exploration and estimated costs is as follows:

1,150 feet diamond drilling (contract) @ $5.50/ft.	$ 6,325.00
100 " winze @ $120.00/ft.	12,000.00
500 " drifting & crosscutting from bottom of winze @ $35.00/ft.	17,500.00
200 assays @ $3.50/ea.	700.00
Total	$36,525.00

Analysis of Applicant's Proposed Exploration and Costs

The applicant's estimate of costs, with the exception of sinking a winze, appear reasonable. The applicant does not give the cost items that go to make up the different work categories. Field Team representatives agree with the applicant on the amount of exploration to be done.

Recommended Exploration and Costs

Should the Government decide to participate in additional exploration at the property the following stage-type program and costs are recommended for consideration:

Stage I

100 feet of winze (continuation of old 50-ft. winze)
300 " of drifting and crosscutting from bottom of winze

Stage II

200 feet of drifting and crosscutting from bottom of winze
1150 " of diamond drilling SX size hole

Competence of Applicant

Mr. C. L. Hewitt, the applicant, is financially and administratively competent to carry out the proposed exploration.

Operating Equipment

The applicant owns all the equipment necessary to carry out the proposed exploration. No additional surface facilities will be necessary.

Operating equipment to be furnished is listed below:

Item	Value	Mo. depreciation
1 365 cfm compressor	$9,940.00	$165.67
1 2 h.p. Coppus fan	296.00	4.93
1 single drum air hoist	1,430.00	23.83
2 Copco drills w/legs @ $540/ea.	1,080.00	18.00
5 20-cu.ft. mine cars	1,500.00	25.00
5 lamps (with charger & accessories)	325.00	5.42
1 200 gpm pump	694.00	11.57
1 truck (ton pickup)	2,000.00	33.33

ESTIMATED COST OF PROJECT

100 feet of 2 compartment winze 10'x5' (inside timber)
Estimated daily advance - 2 feet
Estimated completion time - 2 months

(1) Independent contracts.		none
(2) Labor, supervision and consultants		
Labor		
4 miners x 50 days x $16 x 1.083 o.t.	= $3,465.60	
Supervision		
Foreman, 2 mo. @ $550/mo.	1,100.00	
Consultants		
Engineer, 4 days @ $50/day	200.00	
Accountant, 4 days @ $12/day	48.00	$4,813.60

(3) Operating Materials and Supplies

Explosives		
1,700 caps @ $2.39/100	$ 40.63	
17,000 ft. fuse @ $1.37/100	232.90	
3,000 lbs. 60% gelatine @ $28.40/cwt.	852.00	$1,125.53
Drill accessories		
100 ft. steel (and bits) @ $1.50/ft. of drift	150.00	
2 - 50-ft. 1/2" water hose complete @ $28.80	57.60	
2 - 50-ft. 3/4" air hose complete @ $34.40	68.80	
2 Line oilers @ $21.00/ea. less 50% salvage	21.00	297.40
Timber		
54 posts (8x8x5') 1439 bd.ft.		
36 caps (8x8x11'4") 2175 " "		
108 girts (6x6x4'4") 1404 " "		
6 girts (8x8x9'4") 298 " "		
2650 bd.ft. 2" lagging 2650 " "		
7966 bd.ft. @ $65/M	517.79	
Blocks, wedges, etc.	15.00	
100 ft. ladders @ $1.35/ft.	135.00	
500 bd. ft., misc. @ $65/M	32.50	700.29
Hoisting		
1/2" hoist cable - 160 ft. @ $0.23/ft.		36.80
Pipe and Pumping		
100 ft. 2" pipe @ $0.4365/ft. (50% salv.)	21.83	
100 ft. 1" pipe @ $0.21/ft. (50% salv.)	10.50	
100 ft. 3" water col. @ $0.704/ft. (50% salv.)	35.20	
20% of $67.53 for fittings	13.51	
3-cond. cable, 180 ft. @ $0.53/ft. (50% salv.)	47.70	
Switch box (50% salv.)	25.00	153.74
Ventilation		
100 ft. 12" ventube @ $1.08/ft. less 50% salvage		54.00
Repairs		
General		50.00

(3) Operating Materials and Supplies - continued:

Power and Fuel			
100 h.p. connected load daily @ $153/mo.	306.00		
150 gal. gas for truck @ $0.35/gal.	52.50		
Grease, oil, etc.	26.25	384.75	2,802.51

(4) Operating Equipment - To be furnished

Item	Mo.depr.	Use period	Total	
1 365 cfm compressor	$165.67	2 mo.	331.34	
1 2-h.p. Coppus fan	4.93	"	9.86	
1 single drum air hoist	23.83	"	47.66	
2 Copco drills w/legs	18.00	"	36.00	
5 20-cu.ft. mine cars	25.00	"	50.00	
5 lamps, etc.	5.42	"	10.84	
1 200-gpm pump	11.57	"	23.14	
1 truck	33.33	"	66.66	575.50

(5) Rehabilitation and Repairs		none
(6) New Buildings, etc.		none
(7) Miscellaneous		
Unemployment comp., ins., vacations 12.7% of $4,565.60	579.83	
Assaying - 40 samples @ $3.00/ea.	120.00	699.83
(8) Contingencies		none
Total cost - 100 feet winze		$8,891.44

Recapitulation of Costs - 100 ft. winze

(1)	Independent contracts		none
(2)	Labor		
	Miners	$3,465.60	
	Supervision	1,100.00	
	Consultants	248.00	$4,813.60
(3)	Operating Materials & Supplies		
	Explosives	1,125.53	
	Drilling accessories	297.40	
	Timber	700.29	
	Hoisting	36.80	
	Pipe and Pumping	153.74	
	Ventilation	54.00	
	Repairs	50.00	
	Power and Fuel	384.75	2,802.51
(4)	Operating equipment		
	Depreciation		575.50
(5)	Rehabilitation and Repairs		none
(6)	New Buildings, etc.		none
(7)	Miscellaneous		
	Taxes	579.83	
	Assaying	120.00	699.83
(8)	Contingencies		none
	Total cost		$8,891.44
	Less:		
	Consulting engineer	200.00	
	Accounting	48.00	
	Assaying	120.00	368.00
			$8,523.44
	Cost per foot		85.23

500 feet of drifting and crosscutting - 5'x7' in clear
Estimated daily advance - 4 feet
" completion time - 5 months

(1)	Independent contracts			none
(2)	Labor, supervision and consultants			
	Labor			
	3 miners x 125 days x $16/day x $1.083 o.t.		$6,498.00	
	Supervision			
	Foreman, 5 mo. @ $550/mo.		2,750.00	
	Consultants			
	Engineer-geologist, 12 days @ $50/day		600.00	
	Bookkeeper, 12 days @ $12/day		144.00	$9,992.00
(3)	Operating Materials and Supplies			
	Explosives			
	2,000 caps @ $2.39/100	47.80		
	20,000 ft. fuse @ $1.37/100 ft.	274.00		
	5,000 lbs. 40% gelatine @ $24.90/100# (ton lot)	1245.00	1,566.80	
	Drill accessories			
	500 ft. steel (and bits) @ $1.50/ft. of drift	750.00	750.00	
	Track			
	1,000 ft. 16# rail - 5333 lbs. @ $11.65/100# in ton lots (50% salvage)	310.65		
	46 pr. fishplates @ $0.49/pr. (50% salvage)	11.27		
	200 track bolts (1/2x1-3/4) @ $25.30/450 (50% salvage)	5.62		
	1336 spikes (3/8x3-1/2) @ $17/625	36.34		
	334 ties @ $0.30/ea.	100.20	464.08	
	Pipe			
	500 ft. 2" air line @ $43.65/100 (50% salvage)	109.13		
	500 ft. 1" water line @ $21.00/100 (50% salvage)	52.50		
	20% of $161.63 for fittings	32.33	193.96	

500 feet of drifting and crosscutting (continued)

(3) Operating Materials and Supplies (continued)

Ventilation			
500 feet 12-in. ventube @ $1.08/ft. (50% salvage)		270.00	
Repair Parts		375.00	
Power and Fuel			
100 h.p. connected load daily @ $153.33/mo.	766.65		
500 gal. gas (truck) @ $0.35/gal.	175.00		
Grease, oil, etc.	105.00	1,046.65	4,666.49

(4) Operating Equipment - To be furnished

Item	Mo.depr.	Use period	Total	
1 365 cfm comp.	165.67	5 mo.	828.35	
1 2-h.p. Coppus fan	4.93	"	24.65	
1 single drum air hoist	23.83	"	119.15	
2 Copco drills w/legs	18.00	"	90.00	
5 20-cu.ft. mine cars	25.00	"	125.00	
5 mine lamps, etc.	5.42	"	27.10	
1 200 gpm pump	11.58	"	57.90	
1 truck (ton pickup)	33.33	"	166.65	1,438.80

(5) Rehabilitation and Repairs		none
(6) New Buildings, etc.		none
(7) Miscellaneous		
Unemployment, etc. 12.7% of $9,248.00	1,174.50	
Assaying - 140 samples @ $3.00/ea.	420.00	1,594.50
(8) Contingencies		none
Total cost - 500 ft. drifting & crosscutting		$17,691.79

Recapitulation of Costs - 500 ft. drift

(1)	Independent contracts		none
(2)	Labor		
	Miners	$6,498.00	
	Supervision	2,750.00	
	Consultants	744.00	$9,992.00
(3)	Operating Materials & Supplies		
	Explosives	1,566.80	
	Drill accessories	750.00	
	Track	464.08	
	Pipe	193.96	
	Ventilation	270.00	
	Repair parts	375.00	
	Power and Fuel	1,046.65	4,666.49
(4)	Operating Equipment		
	Depreciation		1,438.80
(5)	Rehabilitation and Repairs		none
(6)	New Buildings, etc.		none
(7)	Miscellaneous		
	Taxes		1,174.50
	Assaying		420.00
(8)	Contingencies		none
	Total cost		$17,691.79
	Less:		
	Consulting engineer	600.00	
	Accounting	144.00	
	Assaying	420.00	1,164.00
			$16,527.79
	Cost per foot		33.06

Timbering - 200 feet or 40 sets

Estimated advance: 4 men will frame, stand, block and lag 3 sets per 8-hour shift

(2) Labor

4 miners x 13.33 days x $16.00			$ 853.12

(3) Operating Materials & Supplies

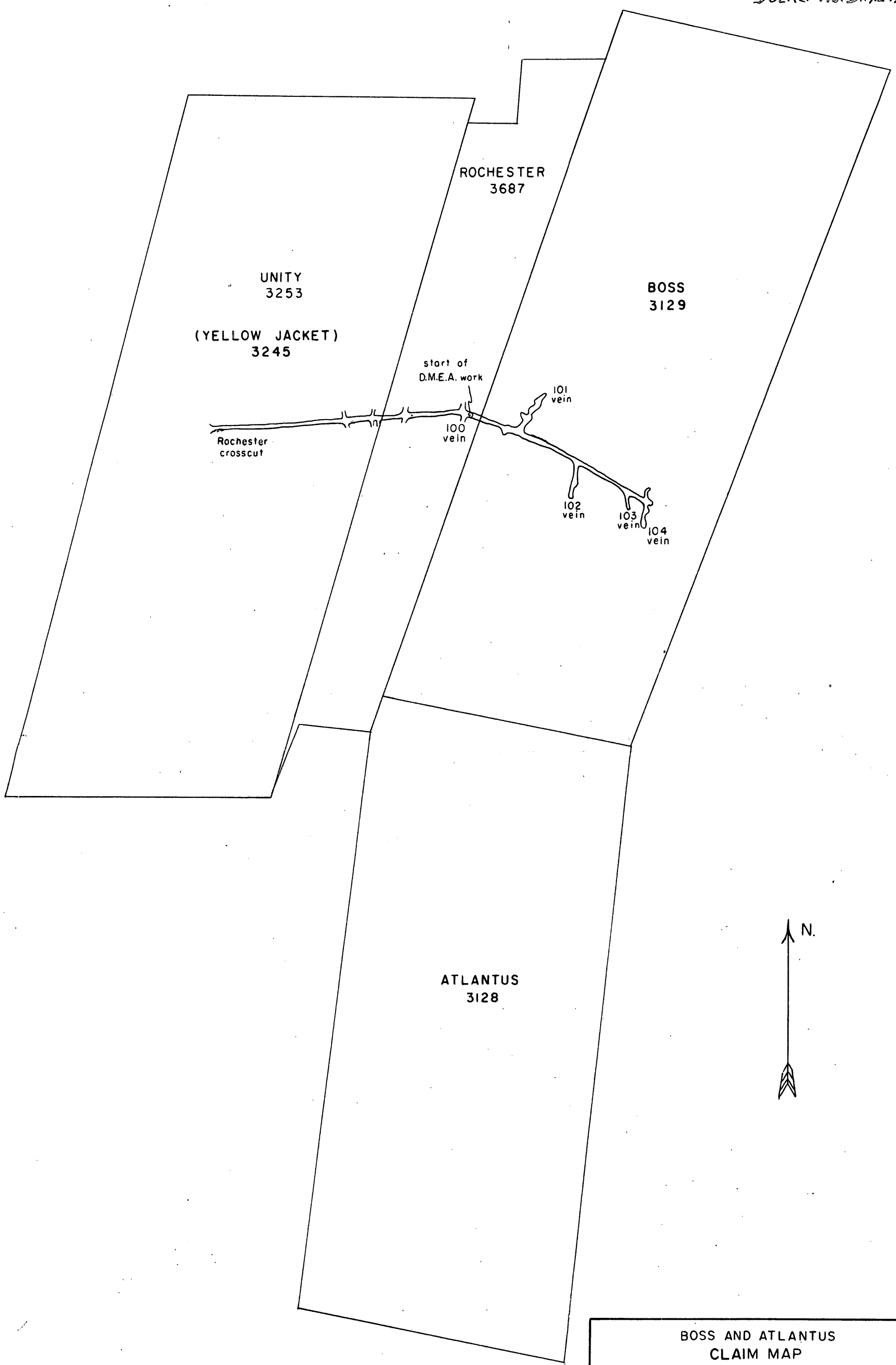
Timber			
80 posts 8"x8"x7'	2,960		
40 caps 8"x8"x6'4"	1,360		
76 girts 5"x6"x4'4"	967		
Lagging	3,840		
	9,127 bd.ft. @ $65/M	593.26	
5% of $593.26 (blocks, wedges, etc.)		29.66	
550 bd. ft. misc. timber @ $65/M		35.75	658.67
Total cost - timbering 200 feet			$1,511.79
Cost per foot			7.55

SUMMARY OF ESTIMATED COST OF PROJECT (Round figures)

Stage I			
	100 feet winze @ $85.00/ft.	$8,500.00	
	300 feet drift/crosscut @ $33.00/ft.	9,900.00	
	120 feet timbering @ $7.50/ft.	900.00	
	Consulting engineer or geologist, 8 days @ $50.00/day	400.00	
	Accounting, 8 days @ $12.00/day	96.00	
	Assaying, 120 samples @ $3.00/ea.	360.00	
	Cost of Stage I		$20,156.00
Stage II			
	200 feet drift/crosscut @ $33.00/ft.	$6,600.00	
	80 feet timbering @ $7.50/ft.	600.00	
	5 diamond drill stations @ $330.00/ea. (based on 10' of drift)	1,650.00	
	1,150 feet AX drilling @ $5.50/ft.	6,325.00	
	Consulting engineer or geologist, 8 days @ $50.00/day	400.00	
	Accounting, 8 days @ $12.00/day	96.00	
	Assaying, 60 samples @ $3.00/ea.	180.00	
	Cost of Stage II		$15,851.00
	Total cost of project		$36,007.00
	Government participation - 50%		$18,003.50

Distribution:
DMEA (4)
USGS (2)
USBM (AD)
Docket
Engineer

Docket No. D.M.E.A. 3548



Claims from old map,
underground workings by
J. Quinlan and D.M. Pinckney
U.S. Geol. Survey 1954 and 1955

BOSS AND ATLANTUS
CLAIM MAP
SHOWING THE ROCHESTER CROSSCUT

200 100 0 200 400 FEET

FIGURE 1

File Copy
Surname

J. All
Jones
Nelson
Selfridge
Johnson

500

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

MAY 11 1956

Mr. C. L. Hewitt, President
Boss Mines, Inc.
545 North Rodney Street
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-8743

Dear Mr. Hewitt:

Your application to perform additional work on the cited property has been reviewed by the Base Metals Division of the Defense Minerals Exploration Administration and has been referred to:

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

If the Field Team requires additional information concerning your application, they will contact you at an early date.

Sincerely yours,

C. O. Mittendorf

Administrator

JMLt/er 5/9/56
Copy to: Docket
Admr R File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Region I, DMA, Dist. (2)
Chron

R.G.G.

File Copy
Surname
J. Alt
Selfridge
F. Johnson

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

MAY 1956

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. I2m-E743

Dear Mr. Weissenborn:

The application to perform additional work under the cited terminated contract is being referred to your office for consideration, a field examination of the property if you deem it necessary, and recommendation.

If you consider the application favorably, the Operator should be requested to obtain new Consents to Lien.

Copies of memoranda dated April 24 and May 7, 1956, by N. E. Nelson, Geological Survey, and O. M. Bishop, Bureau of Mines, respectively, relating to the project, are enclosed for your information.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (HB)
JWAlt/er 5/9/56
Copy to: Docket
Admr R File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

Enclosures

APPROVED:

P. F. Yopes (HB)
Member, Bureau of Mines

N. E. Nelson (HB)
Member, Geological Survey

A.C.L.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

RECEIVED
MAY 7 - 1956

May 7, 1956

Re: DMEA 3548; Lead-Zinc, $36,525
Contract No. Idm-E743
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana

Memorandum

To: W. R. Griswold, DMEA

From: O. M. Bishop, Branch of Base Metals

Subject: Review of application dated April 9, 1956, received April 19, 1956

Since completing 712 feet of drifting and crosscutting under Contract Idm-E743, the applicant has sunk a winze from the 101 level on the 101 vein and has drifted 50 feet north and 50 feet south on the vein from the winze, obtaining greater ore widths and better values than on the 101 level.

The applicant asks assistance in sinking the winze an additional 100 feet, in drifting 500 feet on the most favorable structure exposed, and in 1,000 feet of core drilling east and west from the new level, as well as 150 feet of core drilling from the Rochester south drift. With winzing at $120/ft.; drifting at $35/ft.; core drilling at $5.50/ft. and $700 for assaying, the project is estimated to cost $36,525.

I recommend that the field team be asked to review and report upon the merit of the proposed work.

The final inspection report of D. V. Pinckney (USGS) March 13, 1956, corroborates the ore finding in the drift off the winze. It would therefore appear that a field team report and recommendation can probably be made without recourse to another field examination. In order that the work proposed not fall under the classification of development, I would suggest that the field team in the light of their knowledge, carefully review the level interval between the proposed drift from the winze and the existing ones.

O. M. Bishop

O. M. Bishop

Copy to - Division of Minerals
Branch of Base Metals (2)
Mr. Kiilsgaard, Rm. 5222
Mr. Geehan, Rm. 3608
Files

XXXXXXXXXXXXXXXXXXX
1201 N. Division Street
Spokane 2, Washington
April 25, 1956

Mrs. Myrtle Purdy, Certifying Officer
DMEA Field Team, Region I, NW
1201 N. Division Street
Spokane 2, Washington

Re: Contract Idm-E743
Docket No. DMEA-3548 (lead-zinc)
Boss Mines, Inc.

Dear Mrs. Purdy:

The work completed under the contract was done to the satisfaction of the Government. The contract was terminated by mutual agreement on February 20, 1956. A final report evaluating the results of the exploration program has been presented by the operator and accepted by the Executive Officer.

The Government has no interest in supplies or equipment purchased for use on the project.

Certification of this project has been recommended by the Field Team.

A final Report of Review dated April 4, 1956 by DMEA Auditor C. A. Turner has been received.

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

Sincerely yours,

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

cc: DMEA (2)
USGS (2)

IN REPLY REFER TO:

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

RECEIVED
APR 25 1956

April 24, 1956

Re: DMEA 3548, Idm-E743
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
$36,525.00 - Lead-zinc

Memorandum

To: W. R. Griswold, Defense Minerals Exploration Administration

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

Subject: Review of application for additional assistance

An application for assistance in exploring veins in the referenced claims was approved in 1952 as DMEA 2015, Contract Idm-E307. The contract was not implemented, but another contract calling for the same work plus 100 feet of drifting was awarded in 1954 as Idm-E743.

The total work authorized and completed to December 9, 1955, is:

	Authorized	Completed
Crosscutting and drifting	760 feet	712 feet **
Assaying	100 samples	54 samples **
Professional personal services	$500	none *

* Interim report E. C. Pattee Aug. 19, 1955.
** Final report J. A. Bowsher Mar. 14, 1956.

The operator, on its account, has done work consisting of a winze and drifting at the 50-foot level on the 101 vein. The applicant says the vein is better on the level from the winze than where cut at the 101 level, and now asks assistance in sinking an additional 100 feet and drifting 500 feet at a new level. In addition it proposes 1150 feet of diamond drilling. The total estimated cost is:

Sinking 100 feet at $120.00/ft.	$12,000.00
Drifting 500 " " 35.00/ft.	17,500.00
Drilling 1150 " " 5.50/ft.	6,325.00
Assaying 200 units at 3.50	700.00
	$36,525.00

The final inspection report of Darrell W. Pinckney (U.S.G.S.) dated Mar. 13, 1956, says: "The 101 vein on the winze level contains as much as seven feet of vein material composed mostly of alternating bands of carbonates and sulfides. The vein is stoped for a horizontal distance of 30 feet and a vertical distance of 37 feet. The ore from this stope contains about 40 ounces of silver per ton, 3% lead and 3% zinc."

If I interpret the data correctly, the Rochester crosscut is a drift, relative to the country rock, feldspar-quartz-biotite gneiss, and the dike and veins crosscut the gneiss. If such is the case it may account for the rapid changes in the veins and values as noted in the progress reports. That the increase in depth accounts for the better vein in the small stope above the level from the winze may be questioned, but in case the supposition is valid, additional work may be warranted.

Referral of the application for additional assistance to the Field Team is recommended.

N. E. Nelson

N. E. Nelson

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

So. 157 Howard Street
Spokane 4, Washington

RECEIVED
APR 23 1956

April 16, 1956

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Selfridge:

Enclosed are two copies of the Operator's final report on the DMEA project at the Boss and Atlantus claims. Certification of this project was recommended in our letter to you of January 24, 1956.

The report seems adequate, except that the Operator fails to mention the success of the project. He says that there is "no showing that warrants further exploration at this time." Actually, the 101 vein found in the DMEA crosscut was drifted along for about 90 feet, and in ore for one-half of this distance. The Operator sunk a 45-foot winze on the vein and from a small stope between the winze level and drift level has produced ore worth approximately $25,000. Royalties on this ore amount to about $1,250. Two of the other three veins are good strong structures and would justify some more work.

We are also sending you (subject of another letter) a new application from the Operator to do additional work on the 101 vein mentioned above. We will prepare an analysis of the proposed project from information we already have.

By Field Team, Region I, NW District

A. E. Weissenborn/OLP

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

Enclosure 1 (in dupl.)

Wing G. Agnew

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

cc: USBM (2)
USBM (AD)
Pinckney

545 NorthRodney Street
Helena, Montana
April 9, 1956

RECEIVED
APR 23 1956

Mr. A. E. Weissenborn
Executive Officer, DMEA
S. 157 Howard Street
Spokane 4, Washington

Re: Boss Mines, Inc.
Contract IDME 743 Lead-Zinc
Docket DMEA 3548

Dear Mr. Weissenborn:

In compliance with your request of April 4th, we are enclosing herewith five copies of reports to supplement termination agreement on the above named contract. December 7, 1954 was the effective starting date of our contract. On that date we commenced our crosscut. (This crosscut had been extended 42 feet on our own, prior to December 7, 1954) Up to and including the month of November, 1955, this crosscut had been advanced, on contract, a distance of 399 feet, the size of the tunnel being 4 x 7 in the clear. Very little timbering was required as the entire distance is driven in a hard, light colored gneiss with the exception of approximately 40 feet of dike material, rhyolite, which is hard but breaks much better than the gneiss. On the east side of the dike we entered the typical pink gneiss which runs on through the Hartley property, a distance of at least 1000 feet.

At approximately 85 feet from our starting point we cut a vein which appeared to be running nearly east and west, nearly the same direction as the course of our crosscut. However, this proved to be a faulted section of a vein later referred to as the 101 vein, which was cut at approximately 110 feet from starting point, having a strike of N 14 E and dip of 86 degrees to the west. The N 101 drift was extended 101 feet on the vein which showed fair values, averaging 4.2% PB, 4.6 ZN and 21 ounces AG for the first 50 feet from the crosscut, and a width of 2 to 3 feet. The last 51 feet was lower grade. The present face of N 101 drift will assay about 1.1 PB, 2.3 % ZN and 5 ounces AG. However, it is a strong structure and contains several streaks, 3 to 4 inches wide of Barite spar which is always present in the lead-zinc veins in this district. This vein should have more drifting on to the north. A crosscut approximately 15 feet was run to the west from the 101 drift at a point 41 feet from the adit tunnel, showing several streaks of good silver, lead-zinc ore. All of the 101 openings are in the gray gneiss.

At a point approximately 145 feet from our starting point, a 10 inch vein lead bearing sulphide ore was cut, striking N 13 E and about 16 feet further on to the east, another 12 inch vein was cut, striking in same direction. The vein filling in this 12 inch vein was spar with some high grade zinc ore. A drift designated as S 102 was run south on the lead vein a distance of 81 feet but no more ore was showing other than small streaks, 1 to 3 inches wide.

RECEIVED
APR 11 1956
U. S. G. S.
SPOKANE, WASHI

East of the 102 vein, approximately 120 feet, a rhyolite dike was cut, striking N 11 E, dipping about 70 degrees westerly. After our crosscut penetrated this dike about 6 feet, a well defined structure striking and dipping in approximately the same direction, was cut. This structure is about 5 feet wide and shows several small streaks of good ore, 1 to 2 inches in thickness. This vein was drifted on for 50 feet but became badly shattered and ground up by cross faulting. The face assayed about .9% lead and 3 ounces AG. This vein is designated as 103 vein.

About 40 feet ahead of 103 vein the crosscut went through the dike and entered the pink gneiss which is the end of the crosscut. A structure similar to the 103 was cut on the east side of the dike. We drifted south 35 feet and north 17 feet but no ore of commercial value was found. See assays on map.

All work east of our 101 drift was then abandoned and the showings considered too low grade to be of interest. Work was completed on the contract in November, 1955.

Our actual costs on the crosscutting was $31.20 per foot. On the drifting, the cost was $33.18. The higher costs on the drifting comes through the cost of "side swiping" for switches and switch installation ~~costs.~~ The DMEA participation was 50% of drifting and crosscutting based on $30 per foot.

We do not have any tonnage of commercial ore blocked out by this contract exploratory work, and in my opinion, no showing that warrants further exploration at this time.

The winze that we have sunk on the 101 vein is on the vein that was cut in the course of this contract exploratory work, therefore, all proceeds from production therefrom subject to royalty to apply as repayment on our loan. This winze work has all been carried on at our own expense. The vein has widened and at 50 feet shows a large strong structure certainly worthy of more exploratory work both vertically and laterally.

Thanking you for the fine cooperation and assistance we have had from you and your staff throughout this exploratory work, we are

Yours very truly, Ch. Steuart

BOSS MINES, INC.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

April 13, 1956

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

Re: Application for more work
Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Selfridge:

Enclosed are three copies of an application from Mr. C. L. Hewitt, President of Boss Mines, Inc., for additional work at the Boss Mine.

An analysis of the application can be made from information we already have as a result of work done under contract No. Idm-E743.

Sincerely yours,

A. E. Weissenborn

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

Enclosure 1 (in trip.)

cc: USBM (2)
USBM (AD)
Pinckney

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
APR 11 1956
U. S. G. S.
SPOKANE, WASH.

APPLICATION FOR AID IN AN EXPLORATION PROJECT, PURSUANT TO DMEA ORDER 1, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

Not to be filled in by applicant

Docket No. .....
Metal or Mineral .....
Date Received .....
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: Boss Mines, Inc.; C. L. Hewitt, President
545 North Rodney St., Helena, Montana

(*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 "Boss" Lode Mining Claim, patent 3129 and "Atlantus" Lode Mining Claim, patent 3128, under Lease Option Agreement September 8, 1954, and Unity Lode Mining Claim, survey 2911 and Rochester Lode Mining Claim, survey 2866, under Lease and Option Agreement, November 22, 1955.

(*b*) State any mine name by which the property is known. Boss Mine

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise
Hold lease and option on both properties.

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property.

(*e*) If you own the land, describe any liens or encumbrances on it .....

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice.

4. *Physical description.*—(*a*) Describe in detail any mining or exploration operations which have been or now are being conducted upon the land, including existing mine workings and production facilities. State your interest, if any, in such operations. Also describe accessibility of mine workings for examination purposes.

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades.

(*c*) Describe the geologic features of the property, including mineralization, type of deposit (vein, bedded, etc.), and your reasons for wishing to explore. Illustrate with maps or sketches. Send with your application (but not necessarily as a part of it) any geologic or engineering report, assay maps, or other technologic information you may have, indicating on each whether you require its return to you.

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points.

(*e*) State the availability of manpower, materials, supplies, equipment, water, and power.

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore Lead - Zinc

(*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 3 days and be completed within 8 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?

[X] Money [ ] Use of equipment owned by you [ ] Other

Explain in detail on acompanying paper.

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief.

Dated April 9, 1956

Boss Mines, Inc.
(Applicant)

By C. L. Hewitt Pres.

Irene A. Johnson Sec.

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

3-D Copies of these leases and options are included with our original contract, from Neihart Consolidated Silver Mining Company and L. B. Esselstyn, Receiver of Broadwater Consolidated Mines, Inc.

5-B We have sunk a winze from our 101 level, on what we call the 101 vein, and have drifted 50 feet north and 50 feet south on this vein which has shown an appreciable increase in values in lead and zinc from what was shown on our 101 drift level. There was also an increase from 3 to 4 feet on the 101 drift level to 6 to 8 feet on the winze level.

The increase in size and values is due to splits from the vein above the winze level which are now in place and joined in the main vein. There are several other small veins in the fractures, caused by the faulting, shown on the 100 level which we believe will join the main vein at greater depth.

We propose, in this amended program, to sink 100 feet from our winze level and provide for 500 feet of drifting on the most favorable structure then exposed.

We also propose to perform 1000 feet of core drilling east and west from the new level which will be designated as the 101 - 150 foot level.

We also propose to perform 150 feet of core drilling from the Rochester south drift to explore the southerly extention of the 101 vein and ground adjacent to that vein. See map.

5-D See original contract.

6-A We propose to do all sinking and drifting without contract. The core drilling would be on contract at $5.50 per foot.

1150 ft. of drilling @ $5.50 per ft.	$ 6325.00
Our estimated cost of sinking 100 ft. @$120 per ft.	12000.00
Our estimated cost of drifting, hoisting, tramming, 500 ft. @ $35 per ft.	17500.00
Assaying 200 units @ $3.50	700.00
	$36525.00

6-B Supervision included in above costs.

6-C Materials and supplies, power, etc. included in above costs.

6-D All operating equipment furnished by us.

6-E Rehabilitation and repairs none. Ready to go.

6-F No new building required.

6-G Included in above costs.

6-H Included in above costs.

Talbert

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

APR 6 1956

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

Re: Report of Review
Idm-X743, DMEA-3545
Rose Mines, Inc.

Dear Mr. Tanner:

Reference is made to your Report of Review covering the referenced contract.

This Division has made the following revisions in the Washington copies of the report and attached schedule:

(1) The third line of reason (b) in the third paragraph of the report changed to read "the actual cost provisions of the contract; and"

(2) The first word in the second line of reason (c) in the third paragraph of the report changed to "accepted"

(3) An asterisk (*) placed before "3.40 each" in two places in the schedule and a footnote added stating "*approximate average cost"

(4) On the schedule a further explanation of the disallowance added to your single line as follows: "Measurements dated December 13, 1955, and January 4, 1956, addressed to the Field Team by the examining engineers verified measured total of 712 feet of acceptable drifting and crosscutting"

After these changes have been effected on all other copies normal distribution is authorized.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Chief
Contract Administration
and Audit Division

EDTalbertw/b
April 6, 1956

Copy to: Docket
Admr. Reading File
Mr. Chambers

R.C.S.

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

So. 157 Howard Street
Spokane 4, Washington

RECEIVED
APR 9 - 1956

April 4, 1956

Mr. C. L. Hewitt, President
Boss Mines, Incorporated
545 North Rodney Street
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Hewitt:

Thank you for your letter of March 26, 1956, returning the termination agreement.

In our letter to you of February 29, we called your attention to the requirement for a final report and final account. We realize that you have submitted your final voucher and final monthly progress report, that for November 1955. However, we need a summary report. Article 7(c) states, "Upon completion of the work or termination * * * the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and related costs incurred."

We would appreciate receiving your report, prepared to the best of your ability, so that final action can be taken to close out the contract.

Sincerely yours,

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

cc: DMEA (2) w/incoming
USBM (2) w/incoming
USBM(AD)
Pinckney

EMR

Helena, Montana, March 26, 1956.

RECEIVED
APR 9 - 1956

Mr. A. E. Weissenborn
Executive Officer
U. S. Geological Survey
South 157 Howard St.
Spokane 4, Wash.

Re: Docket No DMEA-3548 (lead-zinc)
Boss and Atlantus Claims
Cascade County, Montana
Contract No Idm-E743

Dear Mr. Weissenborn:-

Enclosed please find original and four copies of termination agreement on our DMEA contract as above referred to.

As there was no work performed on the contract after November, 1955 and no equipment purchased on DMEA participation, I know of nothing more to report. However, if any other forms are required to complete the termination, please let me know and I shall be glad to complete them.

Thanking you for your assistance and cooperation through out the life of this contract, I am, Yours very truly,

C.L. Hewitt

C.L. Hewitt, Pres
Boss Mines Inc.
545 North Rodney St.
Helena, Montana.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

March 28, 1956

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Selfridge:

Enclosed are the Government, Docket, and Division copies of Termination Agreement on the above-cited contract.

By copy of this letter other copies of the agreement are being distributed.

Sincerely yours,

A. E. Weissenborn

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

Enclosures

cc: Finance Office w/encl.
USBM (2)
Pinckney

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

March 28, 1956

Air Mail

Mr. C. L. Hewitt, President
Rose Mines, Inc.
345 Rodney Street
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Rose and Atlantus Claims
Granite County, Montana

Dear Mr. Hewitt:

Thank you for your letter of March 26, 1956.

We believe that a program involving only sinking 100 feet of winze would be considered development rather than exploration. As you know, the DMEA does not participate in development costs.

If drifting were done from the bottom of the winze, and perhaps some diamond drilling to test parallel veins, this proposal could probably be regarded as exploration. Or we would be glad to consider also additional drifting and drilling from the present adit level, but we will require a detailed statement of what you intend to do. Perhaps it might save time if you could come to Spokane and discuss the whole matter with us here.

Whatever is decided, until an amended contract is in effect, the DMEA could not contribute to the cost of such work — in other words it cannot make the payments retroactive as you suggest.

By Field Team, Region I, NW Dist.

L. H. Weinzetbern, Exec. Officer
U. S. Geological Survey

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

cc: DMEA (2) w/incoming
USGS (2)
USBM (AD)
Pinckney

BOSS MINES, INC.

P. O. Box 904
HELENA, MONTANA

RECEIVED
APR 2 - 1956

MINES:
NEIHART, MONTANA

PHONE 2275

DMEA

March 26, 1956.

Mr. A. E. Weissenborn
Executive Officer,
U. S. Geological Survey
South 157 Howard St.
Spokane 4, Wash.

Dear Mr. Weissenborn;-

Now that the termination agreement has been signed and delivered to you, I would like to have advise on how we should procede in an effort to obtain DMEA assistance in further development and exploratory work on our claims.

I mentioned before that I would like to explore this vein and others that would be cross cut, from the Moulton shaft.

Mr. Pinckney in his letter of March 15th, 1956, pointed out the danger of missing our objective by attempting to get so much depth at one bite. After careful study of the situation, we are in complete agreement with his suggestions.

We would like to sink 100 feet on the vein and see if the ore shoot continues to widen and lengthen as it did in the 50 feet that we went down on it.

We are now timbering and enlarging the 50 ft. winze and would like to start just as soon as possible as I have a good crew and we are ready to go ahead.

I beleive that with this additional depth proven on the ore body, we would be justified in getting ready for production by leasing one of the mills in Neihart, as two of them are available.

If you think that such assistance is available to us, would it be possible for us to start at once and have assistance payments retroactive from starting date, until time this work is approved?

Yours very truly,

C.L.Hewitt

C.L.Hewitt
Boss Mines Inc.
545 N. Rodney St.
Helena, Montana.

RECEIVED
MAR 27 1956

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

RECEIVED
MAR 19 1956

March 15, 1956

Mr. C. L. Hewitt, President
Rose Mines, Inc.
545 E. Rainey St.
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Rose and Atlantic Claims
Cascade County, Montana
Contract No. Idm-3743

Dear Mr. Hewitt:

Reference is made to your letter of March 12, 1956.

The fact that you sign a termination agreement will not affect any later request you may make about exploration at the property.

Very truly yours,

Wing G. Agnew
Acting Executive Officer, DMEA
Field Team, Region I, BM Dist.

cc: DMEA (2) w/cys inc.
USBM (2) "
USBM (AD)
Pinckney "

BOSS MINES, INC.
P. O. Box 904
HELENA, MONTANA

MINES:
NEIHART, MONTANA

PHONE 2275

RECEIVED
MAR 19 1956

March 12, 1956.

Mr. A. E. Weissenborn
Executive Officer
U. S. Geological Survey
S. 157 Howard Street
Spokane 4, Wash.

Re; Docket No. DMEA-3548 (Lead Zinc)
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743.

Dear Mr. Weissenborn;-

Your letter of Feb 29th received, with enclosures of "Termination Agreement".

DMEA

I thought it best to write you before returning these agreements and get your suggestions.
We are planning on sinking our winze another 100 feet as the ore body is getting longer and wider with depth. We beleive that with additional depth, we will be able to take it much wider than we have mined for this shipping ore and still keep up better than 3% lead with 20 oz silver and 4% zinc. The lower grade ore in the walls seem to carry more lead than the portion with the higher silver values.
We would like to apply for assistance in sinking this exploratory winze and would like to know if the signing of this termination agreement would make any difference to the application for more assistance under our present contract.

We will greatly appreciate your recommendations and will act accordingly.

Yours very truly,

C.L. Hewitt
Boss Mines Inc.

RECEIVED
1956

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

RECEIVED
MAR - 5 1956

February 29, 1956

Mr. C. L. Hewitt, President
Boss Mines, Inc.
545 N. Rodney St.
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Hewitt:

Enclosed are the original and six copies of a termination agreement signed by the administrator.

Your attention is called to the requirement for a final report and final account. As soon as this requirement has been met and your account has been audited, we will be able to release the money withheld from your November 1955 voucher.

If the termination agreement meets with your approval please sign all copies and return all but the copy marked for the Operator. In the event the agreement is not satisfactory please return all copies with your comments.

By Field Team, Region I, NW Dist.

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

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

Enclosure

cc: DMEA (2)
USBM (2)
USBM (AD)
Pinckney

File Copy
Surname

Alt
Grauvel
Chambers
H Johnson

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

500

FEB 20 1956

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-8743

Dear Mr. Weissenborn:

We are enclosing the original and five copies of a Termination Agreement for the cited contract, signed by the Administrator. There are also enclosed two extra copies for the use of the Field Team. This is in conformance with your letter of January 24, 1956.

If the termination agreement meets with your approval, kindly present it to the Operator for approval and signature and, when completed, distribute the copies in the usual manner. In the event that the agreement is not satisfactory, return all copies with your recommendation concerning any modification.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (GHB)

JWAlt/er 2/15/56
Copy to: Docket
Admr R File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

Enclosures

APPROVED:

/s/ Robert W. Geehan (GHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (GHB)
Member, Geological Survey

R.G.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION 500
WASHINGTON 25, D. C.

PROJECT SUMMARY REPORT (Incomplete)
(No final audit or final reports of Field Team or Operator)

By: J. W. Alt February 14, 1956

1. Docket No. DMEA-3548
Contract No. Idm-E743
Property: Boss and Atlantus Claims
Location: Cascade County, Montana

Operator: Boss Mines, Inc.
545 N. Rodney Street
Helena, Montana

Operator's Property Rights: Lessee
Lease dated July 27, 1954
Lease dated November 24, 1954
Owner's Consent to Lien dated December 8, 1954
Owner's Consent to Lien dated December 21, 1954

2. Contract dated December 7, 1954. To complete - 1 year.

Work Authorized

1. Erect a building for compressor, shop and change house.
2. Rebuild the road to the Rochester Adit.
3. Rehabilitate the Rochester Adit.
4. Extend the Rochester Adit crosscut and drift on the most favorable structure. Total drifting and crosscutting not to exceed 650 feet.

All workings shall be timbered as necessary.

Fixed Unit Costs

(Work item 3) - Rehabilitate Rochester Adit 540 ft. @ $4.90/ft.	$ 2,646.00
(Work item 4) - Crosscutting & drifting, 650 ft. @ $30.00/ft.	19,500.00
Timber Rochester Adit crosscut & drift, 100 ft. @ $5.00/ft.	500.00
Total Agreed Unit Cost	$22,646.00

Scheduled Actual Costs

16 hours of bulldozer @ $12.50/hr.	$200.00	
Technical Services	500.00	
Erect building	450.00	
Assaying - 100 samples @ $3.50/assay	350.00	
Total Scheduled Actual Costs		$ 1,500.00
Estimated Total Cost of the Project		$24,146.00
Government participation @ 50%		$12,073.00

Amendments

No. 1 Dated July 27, 1955.

(1) Under "Description of the Work"

a. Delete items 1, 2, and 3.

b. In item 4, change "650 feet " to "760 feet".

(2) Under "Estimated Costs of the Project", "Fixed Unit Costs"

(a) Delete the first item.

(b) Change the second item to read: "Crosscutting and drifting, 760 feet @ $30.00/ft. rounded to $22,796.00.

(c) After "Total Agreed Unit Cost", change $22,646.00 to $23,296.00.

(4) Under "Scheduled Actual Costs"

a. Delete "Repair road " and substitute the word "none".

b. Delete "Erect building" and substitute the word "none".

(5) Under "Total Scheduled Actual Costs", change $1,500.00 to $850.00.

No. 2 Dated November 8, 1955.

Extend completion time from 12 to 13 months or to January 7, 1956.

Work completed as per Engineer's Report dated January 4, 1956, and MF 104A for November 1955.

Combined crosscutting and drifting 712 feet @ $30./ft.	$21,360.00
Samples	183.50
Total Cost (subject to final audit)	$21,543.50
Government Participation	$10,771.75

3. Audit Certificate - No final audit to date.

4. Certification date: A Certificate of Discovery will be issued when the Termination Agreement has been executed.

5. Comments

All work was performed in a satisfactory manner and the Operator suspended work under the terms of the contract in November 1955. From a vein exposed under the terms of the contract and during the time that the contract was in effect, the Operator at his own cost, sank a 50 foot winze and drifted approximately 100 feet. The Operator states: "We have went down a depth of approx. 50 ft. and drifted approx. 100 ft. All of this work is on a strong structure and has very good grade of ore, in lead-zinc and silver content".

The Field Team, in their letter dated January 24, 1956, state: "The Operator is willing to sign a mutual termination agreement but inasmuch as the objectives of the contract have been essentially obtained we recommend that the contract be considered completed.

"We also recommend a Certification of Discovery. Project work in the Rochester crosscut cut four veins. The 101 Vein has produced to December 28, 1955, 279.653 tons of ore that averaged 5.41 percent lead, 5.37 percent zinc and 51.64 ounces of silver per ton. Indicated reserves between the Rochester level and a sublevel 50 feet deeper are believed to be about 1,041 tons of a grade similar to that already mined."

At the time work was suspended, the Operator had completed 712 feet of crosscutting and drifting with but 48 feet of drifting or crosscutting remaining to be done.

We concur with the Field Team that this project should be terminated and certified.

J. W. Alt

J. W. Alt

JWAlt/er 2/15/56
Docket
Base Metals
Chron.

File Copy
Surname
J. ALD.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION 500
WASHINGTON 25, D.C.

February 2, 1956

Memorandum

To: Associate Solicitor, Division of Mineral Resources

From: Chief, Base Metals Division

Subject: Preparation of Mutual Termination Agreement for Contract No. Idm-E743, Docket No. DMEA-3548 (Lead-Zinc), Boss Mines, Inc., Boss and Atlantus Claims, Cascade, Montana

Will you please prepare a mutual termination agreement for the cited contract. Work under the terms of the contract and amendments was stopped on December 9, 1955. There still remained some work to be done.

Upon receipt of the executed termination agreement, the project will be certified.

W. R. Griswold

JWAlt/er 2/2/56

Copy to: Docket
Base Metals
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED
JAN 30 1956

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

January 24, 1956

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Selfridge:

In our letter of January 10 to the Operator we indicated that a mutual termination agreement would be requested.

The contract period ended January 7, 1956 with 48 feet of work remaining to be done (no advance since the measurement of December 9). The Operator is willing to sign a mutual termination agreement but inasmuch as the objectives of the contract have been essentially obtained we recommend that the contract be considered as completed.

We also recommend a Certification of Discovery. Project work in the Rochester crosscut cut four veins. The 101 Vein has produced to December 28, 1955, 279.653 tons of ore that averaged 5.41 percent lead, 5.37 percent zinc and 51.64 ounces of silver per ton. Indicated reserves between the Rochester level and a sub-level 50 feet deeper are believed to be about 1,041 tons of a grade similar to that already mined.

By Field Team, Region I, NW Dist.

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

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

cc: USBM (2)
USBM (AD)
Turner
Pinckney

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

RECEIVED
JAN 16 1956

January 11, 1956

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

Re: Docket No. DMEA 3548 (Lead-Zinc)
Boss Mines, Inc.
Hartley Lode Mining Claim
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Selfridge:

Enclosed are two copies of a letter dated January 3, 1956, from Mr. C. L. Hewitt, President of Boss Mines, Inc., withdrawing his application for work on the Hartley Claim.

By Field Team, Region I, NW Dist.

Verne C. Fryklund, Jr.
Acting Executive Officer
U. S. Geological Survey

Stephen W. Zoldok
Acting Member
U. S. Bureau of Mines

Enclosure

cc: USBM (2)
USBM (AD)
Pinckney

BOSS MINES, INC.

P. O. Box 904
HELENA, MONTANA

MINES:
NEIHART, MONTANA

PHONE 2275

Jan 3,1956

RECEIVED
JAN 16 1956

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

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

South 157 Howard St.
Spokane 4 Wash.

Re Docket No. DMEA 3548(lead-Zinc)
Hartley Lode Mining Claim
Cascade County, Montana
Contract No I[illegible]-E743.

Gentlemen;-

In reply to your letter of December 21st,1955, wish to say that we are thoroughly in accord with your suggestion that we withdraw our application for work on the Hartley claim.

We have pretty well established the fact that the ore shoots x rake southerly in most of the veins in the hill therefor it is important that the Alice claim be included in any deal whereby the Hartley claim would be explored.

Please consider our application withdrawn,qand thank you for your interest and cooperation.

Yours very truly,

C.L.Hewitt, Pres
Boss Mines Inc.
545 North Rodney St.
Helena, Montana.

RECEIVED
JAN 5 1956

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

So. 157 Howard Street
Spokane 4, Washington

RECEIVED
JAN 16 1956

January 11, 1956

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss & Atlantus Mining Claims
Cascade County, Montana
Contract No. Idm-8743

Dear Mr. Hewitt:

Thank you for your letter of January 5, 1955. You are correct in that we cannot make an examination of the mines geology in anticipation of a possible application. It is my understanding that much of the geology of this area has already been mapped by Mr. Pinckney.

Mr. Pinckney will probably visit the mine in the near future to map the remainder of the DMEA project work. He will at that time, I am sure, wish to inspect any new openings accessible since his last visit.

Sincerely yours,

Verne C. Fryklund, Jr.
Acting Executive Officer, DMEA
Field Team. Region I, NW Dist.

cc: DMEA (2) w/cys incoming
USBM (2)
Pinckney

REFER TO	ACTION	NOTED	DATE
Durrell			
Brannen			
Ade			
MSBM			
DMEA			
		PHONE 2275	
ANSWERED			

BOSS MINES, INC.

P. O. Box 904
HELENA, MONTANA

MINES:
NETHART, MONTANA

January 5th, 1955.

Mr. A. E. Weissenborn
Executive Officer,
U. S. Geological Survey.
South 157 Howard St.
Spokane 4, Wash.

RECEIVED
JAN 16 1956

Dear Mr. Weissenborn;-

We have drifted about 100 ft on our vein from the 50 ft winze level. There is a fine, wide vein exposed, carrying good values in lead, zinc and silver. I am confident that this vein will extend to considerable depth and we would like to explore it at depth.
Sinking on or near the vein is prohibitive in cost if there is any other chance to get depth.
I have studied our problem from all angles and for exploratory work, I am convinced that our best bet is to dewater the Moulton shaft and crosscut all of the Rochester veins to the south of where they are now exposed in the Rochester tunnel and then reach the vein that we are on now. This would put us in an excellent position to go after the Hartley (When a proper deal is lined up) also the Broadwater claims, on which the Boss Mines has an option on favorable terms.
From the 300 level on the Moulton, we will get 372 ft below our present crosscut. We would be all set up on the Moulton and in later years could go after more depth from the 500 level.

Now, I know the request I am about to make is unusual and I know that geological or engineering examinations are not made ahead of an accepted application. However at this time, we have an excellent exposure of the vein in the winze. I would like very much to have an examination made of that level now, because we are going to start mining it right away-we need the money. We will spoil the looks of it and make it mush harder to get a good picture of it.
I am sure that this work could be done in one day easily, that is to geologise the rock exposed in the drift, as well as get some samples, dip and strike.
We would be glad to pay for this work that you could have as reference after our application comes in.

Please let me know whether or not you can consider such a proposal and if it would be possible to get some one here early next week.

Thanking you for past assistance and for the cooperation of your assistants.

Yours very truly,

C.L. Hewitt

C.L. Hewitt
Boss Mines Inc.

RECEIVED
JAN 9 - 1956
U. S. G. S.
SPOKANE, WASH.

RECEIVED
JAN 16 1956

XXXXXXXXXXXXXXXXXX
1201 W. Division Street
Spokane 2, Washington
January 10, 1956

Boss Mines, Inc.
545 North Rodney Street
Helena, Montana

Re: Docket No. DMEA 3548
Contract No. Idm-1743
Monthly operating report
for November 1955

Gentlemen:

The subject operating report has been received and processed.

However, since mutual termination of the contract has been requested by the operator and this may be the last voucher submitted, we are withholding payment until a final audit of the project records is made and a final engineering report is received.

By Field Team, Region I, NW District

Verne C. Fryklund, Jr.
Acting Executive Officer
U. S. Geological Survey

cc: DMEA (2)
USGS (2)

Stephen W. Zoldok, Acting Member
U. S. Bureau of Mines

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

So. 157 Howard Street
Spokane 4, Washington

December 21, 1955

Mr. C. L. Hewitt
Boss Mines, Inc.
545 North Rodney
Helena, Montana

Re: Docket No. DMEA-3548 (Lead-Zinc)
Hartley Lode Mining Claim
Cascade County, Montana
Contract No. Idm-8743

Dear Mr. Hewitt:

In view of your letter of December 3, our letter of December 7, and your conversation with Mr. Pinckney, perhaps you would wish to withdraw your application for work on the Hartley claim until you have a lease on the Alice. Please let us know as soon as possible whether or not you would rather withdraw the application until you have the Alice claim.

By Field Team, Region I, NW Dist.

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

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

cc: DMEA (2)
USBM (2)
USBM (AD)
Pinckney

File Copy
Surname

500

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

DEC 1 5 1955

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-1743

Dear Mr. Weissenborn:

With reference to the cited contract, we have received the copy of the letter that you had written to Mr. C. L. Hewitt, dated December 7, and a copy of Mr. Hewitt's letter to you, dated December 3, 1955. In conformance with these letters, we will hold the application and your recommendation in abeyance until we hear further from you as to whether the Operator definitely decides that he wants to do additional work on the project.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

APPROVED:

/s/ Robert W. Geehan (GCS)
Member, Bureau of Mines

Thor H. Kiilsgaard (GCS)
Member, Geological Survey

JWAlt/er 12/14/55
Copy to: Docket
Admr R File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

R.L.S.

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

RECEIVED
DEC 12 1955

December 7, 1955

Mr. C. L. Hewitt
Boss Mines, Inc.
545 North Rodney
Helena, Montana

Re: Docket No. DMEA-3548 (lead-zinc)
Hartley Lode Mining Claim
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Hewitt:

Thank you for your letter of December 3, 1955.

We agree with you that surface work on the Hartley claim this winter may be difficult or even impossible. We had anticipated this and believe that such work could be done more efficiently in the spring. We do not feel, however, that any underground work on the Hartley claim is justified without satisfactory results from the surface work we have suggested.

The only evidence we have that the Hartley ore shoot had a southerly rake is a single sentence in Schofer's report quoting the resident engineer. It is equally or more probable that the northwest-striking fault in the Alice claim is post-ore in age and that the Hartley No. 3 vein has been displaced by this fault. In any case this claim is not now part of the proposed contract ground.

With the available evidence we do not feel we can change our previous recommendations.

By Field Team, Region I, NW Dist.

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

Thomas E. Howard, Acting Member
U. S. Bureau of Mines

[illegible] ( ) w/cys incoming
[illegible] ( )
[illegible]

BOSS MINES, INC.

P. O. Box 904
HELENA, MONTANA

RECEIVED
DEC 12 1955

MINES:
NEIHART, MONTANA

PHONE 2275

December 3,1955.

Mr. A. E. Weissenborn
Executive Officer.
DMEA
South 157 Howard St.
Spokane 4, Washington.

Re Docket No. DMEA-3548
Hartley Lode Mining Claim
Cascade County, Montana.
Contract No. Idm-E743.

Dear Mr. Weissenborn;-

Your letter of November 23rd received and I have just returned from Great Falls, Montana where a directors meeting of the Boss Mines Inc.,was held.

I beleive that the program suggested in your letter is a sound way to approach the development and exploration of the Hartley claim: However at this time of the year,surface work would be quite costly and unsatisfactory.

Another condition,that of the attitude of the Hartley owners would suggest that more time should be taken before we go ahead with the program.
The work that we have completed and conditions that I have noted in the Hartley and all other major ore deposits of this district indicate a dip to the south of the ore shoots.
This southerly take would make the Alice claim,which adjoins the Hartley claim to the south,most important to have included in the lease. This claim is owned by the same people who own the Hartley claim and I beleive that with a little more time,we can induce them to give us a new lease which would include the Alice claim.
If work should be started on the Hartley,they would be harder to deal with.

We appreciate your suggestions and would like very much to have your opinion as to the suggestions that I have made,herein.

Yours very truly,

C.L.Hewitt Pres.
Boss Mines Inc.

RECEIVED
DEC 5 1955
U. S. G. S.
SPOKANE, WASH

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

RECEIVED
DEC - 2 1955

November 25, 1955

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

Re: Docket No. DMEA-3548 (lead-zinc)
Boss Mines, Inc.
Hartley Lode Mining Claim
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Selfridge:

Enclosed are memoranda from D. M. Pinckney, Geological Survey, and J. A. Bowsher, Bureau of Mines, recommending additional work at the Boss Mines, Inc., property.

The proposed project is considerably different from that proposed by Mr. Hewitt. We have written Mr. Hewitt as to his agreement about the proposed work but we are not prepared to recommend any other exploration at the property.

There seems to be a reasonable chance that ore exists on the Hartley No. 3 vein north of the Hartley mine workings. A modest geochemical survey followed by diamond drilling will determine if much more expensive underground work is desirable. For these reasons we recommend that the requested work be approved.

If a contract is approved specific mention should be made to the effect that the Operator must retain competent technical supervision. Mr. Hewitt has not always followed contract provisions in past work without considerable prodding.

We will inform you as soon as we obtain Mr. Hewitt's reaction to our proposal.

By Field Team, Region I, NW Dist.

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

Stephen A. Zolebok
for Wing G. Agnew, Member
U. S. Bureau of Mines

Enclosures
cc: USBM (2)
USBM (AD)
Pinckney

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

1201 N. Division St.
Spokane 2, Washington
November 21, 1955

RECEIVED
DEC - 2 1955

MEMORANDUM

To: DMEA Field Team, Region I, Northwest District

From: John A. Bowsher, Mining Engineer, Bureau of Mines

Subject: Cost analysis for additional work, Docket No. DMEA 3548 (lead-zinc), Boss Mines, Inc., Hartley Lode Mining Claim, Cascade County, Montana, Contract No. Idm-E743

Should the Government decide to participate in the work on the Hartley claim, then it is recommended that this work be incorporated by amendment into the existing contract. The work will be carried out in three successive stages, each stage subject to prior approval of the Government.

Stage I. Soil sampling survey of an area 600 feet long by 400 feet wide. The samples will be taken at 50-foot intervals on each of four 400-foot section lines set off at intervals of 150 feet along the 600-foot base line. The number of samples will total 32.

Stage II. Diamond drilling from the surface. Three sites will be established and one hole 500 ≠ feet in length drilled from each site to cut a common horizon about 300 feet below the surface, and under the location of soil samples.

Stage III. Drive 1,200 feet of drift and crosscut from the present face of the Rochester crosscut in the most logical direction dependent upon the results of Stages I and II.

Estimated Costs of the Work

Stage I - Soil sampling and analysis

Two competent engineers 1 day at $600/mo. each - $46.00

It is estimated that two men could make a Brunton and tape survey of the 600-foot by 400-foot area and take the 32 samples for soil analysis.

Assaying 32 samples @ $3.00/ea.	96.00
	$142.00

Cost per sample - $4.44

Stage II - Surface diamond drilling

Road work and drill site preparation by bulldozer - 3 days @ $100/day	$300.00
Moving equipment in and out for three drill sites	200.00
Core drilling 1500 feet (AX) @ $4.75/ft.	7,125.00
Reaming and cementing 100 feet @ $2.50/ft.	250.00
Core boxes - 40 @ $5/ea.	200.00
Assays - Core samples 100 @ $3.50/ea.	350.00
Sludge " 100 @ $3.50/ea.	350.00
	$8,775.00

Cost per foot - $5.85

Engineering or geological consultant, 5 days @ $50/day	$ 250.00

Stage III - 1200 feet of crosscutting and drifting, 5'x7' in the clear.

Based on cost estimate in original contract:

Labor	$10.00/ft.	
Supervision	2.00	
Insurance & taxes - 10%	1.20	
Bits and steel	1.40	
Rails, ties & accessories	1.46	
Pipe and accessories	1.45	
Explosives	3.15	
Ventube	1.00	
Misc. tools	0.20	
Repair parts	0.64	
Equipment rental	5.60	
Fuel and lube oil	1.40	
Misc. supplies	0.50	
Total	$30.00/ft.	$36,000.00

Timbering with standard sets, 5'x7' in the clear, where necessary

100 feet @ $5.00/ft.	$ 500.00

Assaying 200 samples @ $3.50/ea.	$ 700.00
Engineering or geological consultant, 20 days @ $50/day	$1,000.00

Recommended Unit Costs

	Item	Units	Unit Cost	Total Cost
Stage I				
	Surveying and sampling	1 day	$46.00/day	$ 46.00
	Geochemical assaying	32 samples	3.00/ea.	96.00
Stage II				
	Core drilling	1500 feet	5.85/ft.	8,775.00
	Engineering or geological consultant	5 days	50.00/day	250.00
Stage III				
	Crosscutting and drifting	1200 feet	30.00/ft.	36,000.00
	Timbering	100 feet	5.00/ft.	500.00
	Assaying	200 samples	3.50/ea.	700.00
	Engineering or geological consultant	20 days	50.00/day	1,000.00
	Total			$47,367.00
	Government participation @ 50%			$23,683.50

Orig. & 3 cys - Wash.
USGS (2)
DMEA
AD
JAB/he

John A. Bowsher

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

RECEIVED
DEC - 2 1955

November 9, 1955

MEMORANDUM

To: DMEA Field Team, Region I, Northwest District

From: Darrell M. Pinckney, Geologist, U. S. Geological Survey

Subject: Application for additional work, Docket No. DMEA-3548 (Lead-zinc), Boss Mines, Inc., Hartley Lode Mining Claim, Cascade County, Montana, Contract No. Idm-E743.

RECOMMENDATIONS

The writer recommends that the Government participate in a program with the applicant to look for another ore body north of the mined-out ore body on the Hartley No. 3 vein and that such a program be conducted in three stages as follows:

Stage I - A soil sampling survey to consist of a 600-foot long base line and four 400-foot long section lines with samples taken at 50-foot intervals.

Stage II - Diamond drill from the surface to test any geochemical anomalies -- a total of 1,500 feet from 3 sites.

Stage III - Drive 1,200 feet of drift and crosscut from the present face of the Rochester crosscut in the most logical direction. Stage II should be done only if warranted by the results of Stage I, and Stage III would be contingent on the results of Stage II.

The writer further recommends that the Government not enter into this program with the applicant unless the applicant retains a competent technical supervisor.

LOCATION AND ACCESSIBILITY

The Hartley mine and Rochester crosscut are near the town of Neihart about 60 miles southeast of Great Falls, Montana. A good but steep road connects the Rochester portal to U. S. Highway 89 at Neihart. The highway is kept open in the winter. Four-wheel drive vehicles can travel on the mine road if it is kept free of deep snow; two-wheel drive vehicles probably would not be satisfactory for winter use on the road to the Rochester portal.

THE PROPERTY

Claims

The application includes only the Hartley claim. Presumably the applicant also wishes to include the Unity, Rochester, Boss and Atlantus claims on which he now has a lease and which are included in the present contract (Idm-E743). The Iona claim should certainly be included if the work is to be done, but the applicant does not own the Iona or hold a lease on it.

Mine Workings

Access to the Hartley mine is by a crosscut that cuts five veins. Above the crosscut the Hartley No. 3 vein was stoped nearly to the surface for an unknown strike length. The vein was developed below the crosscut level by a winze and several levels, the lowest of which is reported to be about 500 feet below the crosscut. Drifts along the vein from the winze, according to the applicant's map, extend about 350 feet northeast and about 450 feet southwest. A lower crosscut about 300 feet below the collar of the winze is shown on the applicant's map to extend about 700 feet west of the Hartley No. 3 vein. Any drifting that may have been done from this crosscut is not known. Several short drifts on other veins are shown on the map (Fig. 1).

The Rochester crosscut, approximately 300 feet below the Hartley crosscut, is about 900 feet long and extends into an area probably entered by the Hartley 300 level crosscut. The Rochester crosscut has exposed two veins that look promising and one is being explored under the terms of the present contract (Idm-E743).

Condition of the Workings

The Hartley crosscut from the surface extending eastward beyond the Hartley No. 3 vein and the several drifts on small veins from this crosscut are open. The rock is hard and stands well. The Hartley No. 1 vein apparently was stoped above the crosscut. The stopes are partly caved. The Hartley No. 3 vein is caved tightly a few feet on each side of the crosscut and is completely inaccessible. P. A. Schafer (Geology and ore deposits of the Neihart Mining District, Cascade County, Montana; Montana State Bureau of Mines and Geology Memoir No. 13, 1935) states that water stands between 50 and 80 feet below the top of the winze on the Hartley No. 3 vein.

The workings of the Rochester crosscut are also in hard strong rock that stands well except in a rhyolite porphyry dike

near the end of the crosscut where some timber is required. This area is open and being explored at the present time.

Past Production and History of Hartley Mine

Prior to 1920 the Hartley No. 3 vein was stoped above the Hartley crosscut level nearly to the surface. Schafer states that the mine was later developed by a winze from the Hartley crosscut level to a depth of about 500 feet and by drifts on several levels and that nearly all of the vein above the 500 level was mined out for a length of about 400 feet. The Neihart Consolidated Silver Mining Company purchased the mine in 1920 and operated it during its period of greatest production until 1927.

Records of production since 1901 furnished by the Bureau of Mines (Table I) indicate that a total of 64,578 tons of ore have been produced, most of which came from the Hartley No. 3 vein. According to Schafer the mine was first operated in 1901 so presumably the production data in Table I is complete.

GEOLOGY

The Neihart Mining District is in the Little Belt Mountains, a dissected dome of Precambrian rocks. The major rock units in the district are basal quartzites of the Belt series that rest unconformably on much older Precambrian gneiss and schist. The quartzite has been eroded from the area of the proposed exploration.

The district was first examined by W. H. Weed (The Geology of the Little Belt Mountains, Montana; U. S. Geol. Survey Twentieth Annual Report, part III, P. 257-461, 1900) and later by Schafer who gives a rather detailed description, with no maps, of the Hartley mine.

Near the town of Neihart (on Neihart slope) about 50 veins trending north and northeast occur in a small area of about 2½ square miles. All of the deposits within this small area, according to Schafer, belong to an intermediate stage of a zonal arrangement of minerals and consist mostly of galena and sphalerite in a gangue of carbonates and barite. These veins are high-grade silver veins that carry "a fair amount" of lead and zinc but almost no copper or gold. Other deposits to the north and east within the district are either siliceous gold deposits or copper deposits.

Production from the Alice-Hartley 1/ group, Montana district, Cascade County, Montana, 1901-53, in terms of recoverable metals

Year	Tons of ore	Gold (fine ounces)	Silver (fine ounces)	Copper (pounds)	Lead (pounds)	Zinc (pounds)
1901.....	No production reported					
1902.....	1,398	--	128,660	---	176,942	---
1903.....	705	--	79,991	---	197,977	---
1904.....	411	--	41,511	---	143,950	---
1905.....	1,002	--	124,274	---	287,415	---
1906.....	278	7	30,928	---	60,500	---
1907.....	81	7	6,041	---	18,130	---
1908.....	21	3	2,059	---	5,750	---
1909-11.....	No production reported					
1912.....	66	1	4,092	7,799	---	---
1913-16.....	No production reported					
1917.....	25	--	696	---	---	---
1918.....	23	--	3,066	---	6,854	---
1919.....	40	--	1,820	---	4,983	---
1920.....	868	9	56,242	---	178,792	---
1921.....	4,874	40	283,025	---	873,800	---
1922.....	9,514	6	346,012	---	854,346	---
1923.....	2,090	20	98,966	---	284,311	---
1924.....	159	25	11,064	---	31,166	---
1925.....	38	2	1,991	---	5,147	---
1926.....	No production reported					
1927.....	70	1	1,960	---	6,025	---
1928.....	2,280	12	64,037	363	163,213	---
1929-33.....	No production reported					
1934.....	400	1	2,030	11	5,388	---
1935.....	3,100	4	21,232	29	43,052	---
1936.....	7,600	11	54,997	334	104,882	---
1937.....	9,000	11	53,106	382	170,331	---
1938.....	3,200	4	31,212	260	65,075	---
1939.....	8,680	--	39,382	480	105,154	---
1940.....	8,500	--	47,032	370	101,582	3,000
1941-49.....	No production reported					
1950.....	8	--	407	20	2,244	753
1951.....	11	--	1,326	---	3,615	290
1952.....	112	--	9,141	---	14,673	11,515
1953.....	24	--	1,295	---	4,000	4,000
Total.....	64,578	164	1,547,595	10,048	3,919,297	19,558

1/ Hartley mine only from 1920-53.

(Above production figures were supplied by the Division of Mineral Industries, Bureau of Mines, Region 1, Albany, Oregon.)

Most of the veins exposed in the Rochester crosscut and the Hartley crosscut strike slightly north of east, dip steeply west or vertical, where exposed, and seem to conform to Schafer's over-all pattern of structure and metal content for the veins on Neihart slope.

Nine veins have been exposed by the 1,000-foot long Rochester crosscut. Of these veins four were found under the present DMEA project and two of them look promising. The five veins in the older part of the crosscut (crosscutting done in years previous to the DMEA project) were briefly examined; two of them probably produced a small amount of ore.

In the Hartley crosscut, about 300 feet above the Rochester crosscut, five veins are exposed that trend slightly east of north and dip steeply west. Presumably all of these veins would be found if the Rochester crosscut were to be driven far enough eastward.

Both a red to gray quartz-feldspar granitic gneiss and a black to dark-gray biotite-hornblende feldspar gneiss are present in the workings of the Hartley crosscut. Most of the foliation in the gneiss strikes slightly south of east and dips steeply to vertically. Schafer suggests that the red granitic gneiss may be the most favorable host rock for ore deposition.

According to Schafer the Hartley No. 3 vein varies in width from a few inches to several feet and strikes N. 10° E. and dips 50° west. The ore shoot probably has a constant stope length of about 600 feet; it pinches at the north and terminates at a fault on the south. Schafer states that according to an engineer who worked at the mine the vein is about 4 feet wide on the bottom level.

From Schafer's description vein material in the Hartley No. 3 vein is very similar to that found in the veins exposed by DMEA work in the Rochester crosscut, e.g., galena, sphalerite, pyrite, and some ruby silver in a gangue of quartz, carbonate, and barite.

Geologic Justification for Exploration

Exploration of the Hartley vein and adjacent ground seems warranted because of the following reasons:

(1) The Hartley No. 3 vein is a fairly wide strong vein that has produced nearly 4 million pounds of lead and 1½ million ounces of silver mostly from one ore shoot. The ore also must have contained a large quantity of zinc that was not recovered.

(2) Prospecting north on the Hartley No. 3 vein may find another ore shoot.

(3) The southern part of the ore body in the Hartley No. 3 vein is cut off by a steep west- northwest-trending fault and has never been found south of the fault. (The applicant does not control the ground where the offset segment may lie.)

APPLICANT'S PROPOSAL

The applicant proposes to extend the Rochester crosscut about 600 feet to the winze on the Hartley No. 3 vein, rehabilitate the old winze for access to the old levels, and drift a total of 1,000 feet from the 400 and 500 levels. He states that a large quantity of ore containing less than 50 ounces of silver per ton was not mined by the last mining operation. The best available information indicates that all of the vein was taken out in the area mined so that only gob or a few pillars may be left today. (The ore mined from this part of the Hartley No. 3 vein contained about 45 ounces of silver per ton and 6 percent lead.) In any case, this could not be considered exploration. The accuracy of the available maps is not known, and there is a possibility that all levels extend further north than is shown on the accompanying map.

Alternative Proposal

The lack of a definite target on the Hartley No. 3 vein or nearby veins makes additional crosscutting at this time unwarranted; however, thirteen veins are known to exist on or very near ground held by the applicant. Very little prospecting has been done at the surface because of the lack of vein outcrops and thick mantle, but such conditions should be ideal for a soil sampling survey.

The Hartley vein had one valuable ore shoot and an additional unknown ore shoot north of the Hartley mine workings may exist. Presence or absence of another ore shoot on the Hartley claim could be readily determined by a soil sampling program.

If an ore shoot is indicated by soil sampling on one or more of the veins known to lie in the Hartley claim, the Rochester crosscut could then be extended in the most logical direction. Driving the Rochester crosscut would probably be cheaper than trying to rehabilitate the old Hartley workings.

Work should be done in three stages and should consist of the following:

Stage I - A soil sampling survey to consist of 600 feet of base line and four 400-foot section lines; soil samples to be taken at 50-foot intervals.

Stage II - Diamond drill from the surface to test any geochemical anomalies -- a total of 1,500 feet from 3 sites, contingent on results of Stage I.

Stage III - Drive 1,200 feet of drift and crosscut from the present face of the Rochester crosscut, contingent on results of prior stages.

CONCLUSIONS

The veins of the Hartley mine are just a few of very many veins in a small area of about 2 square miles near Neihart, Montana. The main or No. 3 vein has been entirely mined out for a distance of perhaps 600 feet and to a depth of about 700 feet below the surface. The applicant's proposal to extend the Rochester crosscut to the Hartley No. 3 vein and drift about 1,000 feet along the vein on the 400 and 500 levels does not seem to be worthwhile exploration. The writer recommends an alternative proposal. It would involve as Stage I a soil sampling program, a Stage II consisting of 1,500 feet of diamond drilling from three sites, and a Stage III, if warranted, that would involve 1,200 feet of drifting and crosscutting.

Any exploration program with C. L. Hewitt should be entered into only if the applicant retains a competent technical supervisor.

Enclosures

Distribution:
- DMEA (4)
- USGM (2)
- USGS (SRO)
- Docket
- Pinelmay

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
NOV 28 1955

November 23, 1955

Mr. C. L. Hewitt
Ross Mines, Inc.
545 North Rodney
Helena, Montana

Re: Docket No. DMEA-3548 (lead-zinc)
Hartley Lode Mining Claim
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Hewitt:

We have given your proposal for work on the Hartley claim careful consideration but we do not feel that crosscutting to the position of the old Hartley winze is justified with present information.

We do suggest a program for your consideration. The proposed program would be carried out in three stages. Stages II and III would be done only if the work of Stage I so warranted. Stage I would be a geochemical soil survey in the north portion of the Hartley claim to determine if ore shoots exist in the area. Stage II would involve 1,500 feet of diamond drilling from three sites to test any geochemical anomalies that might be discovered. Stage III would involve 1,200 feet of crosscut and drift from the present face of the Rochester crosscut to test any indications of ore developed by the other two stages.

We would appreciate your comments on the above proposal at your earliest convenience.

By Field Team, Region I, NW Dist.

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

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

cc: [illegible] (2)
[illegible] (2)
[illegible] (AD)
[illegible]

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

~~WEH~~
Blanchard
Betty

November 15, 1955

Approved: J.W. Gill

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

Re: Docket No. DMEA-3548 (lead-zinc)
Boss Mines, Incorporated
Cascade County, Montana
Contract No. Idm-5743

Dear Mr. Selfridge:

Enclosed are the Government, Division and Docket copies of Amendment No. 2 extending the completion period from 12 to 13 months from the date of the contract.

Distribution of the amendment is being made in the usual manner.

Sincerely yours,

Verne C. Fryklund, Jr.
For: A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW District

Enclosures

cc: USBM (2)
USBM (AD)
Pinckney

RECEIVED
NOV 18 1955

Amendment

RECEIVED

NOV 15 1955

AM[illegible]-156K

MD[illegible]-157K

YWB141 WAF SP 41 I- GB- G

SPOKANE WN 11-14-55 430P

GEO C SELFRIDGE CHAIRMAN OPERATING COMM DMEA DEPT OF INTERIOR

REFERENCE NOVEMBER 10 BOSS MINES INC. DOCKET DMEA 3548, PROPOSAL HAS BEEN COMPLETELY REVISED. REPORT RECOMMENDING NEW PROGRAM EXPECTED TO BE READY FOR FORWARDING TO YOU NEXT WEEK.

A E WEISSENBORN EXEC OFCR FIELD TEAM #1 NORTHWEST DIST

3548 10

WAH 427P

Nov 15 9 33 AM '55
BUREAU OF MINES
MAIL ROOM
WASHINGTON, D. C.

File Copy
Surname

Act
Signed
Selfridge
FE Anson
Weissenborn

UNITED STATES
DEPARTMENT OF THE INTERIOR 500
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

NOV 10 1955

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

Re: Docket No. DMEA-348 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantic Claims
Cascade County, Montana
Contract No. Idm-5743

Dear Mr. Weissenborn:

This is with reference to the application to do additional work on the cited property. To date we have not received your discussion of this request. On August 31, we wrote you advising that we would hold this application in abeyance until we received your discussion of this request.

In a phone conversation with J. J. Quinlan on September 13, he stated that he would investigate this matter.

Please advise us at your earliest convenience regarding the status of this application.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (GCS)

JWAlt/er 11/8/55
Copy to: Docket
Admr R File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

APPROVED:

/s/ Robert W. Geehan (GCS)
Member, Bureau of Mines

Thor H. Kiilsgaard (GCS)
Member, Geological Survey

R.G.S.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~

1201 N. Division St.
Spokane 2, Washington
November 8, 1955

RECEIVED
NOV 14 1955

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

Re: Docket No. DMEA-3548 (lead-zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Selfridge:

This is in reply to your letter of November 1.

On October 28, Mr. S. W. Zoldok and Mr. John Bowsher, Bureau of Mines Engineers, visited the Boss Mines property. At that time the Operator was working and had completed 28 feet of drifting on the footwall of the rhyolite-dike structure. As of that date, 73 feet of drifting remained to complete the contract.

We have prepared an amendment to the contract to extend the completion date another 30 days.

In the near future we hope to be able to forward a memorandum about Mr. Hewitt's request for more work.

By Field Team, Region I, NW District

A. E. Weissenborn

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

Wing G. Agnew

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

cc: USGS (2)
USBM (AD)

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

November 8, 1955

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA 3548 (lead-zinc)
Boss Mines, Inc.
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Hewitt:

Enclosed are the original and six copies of Amendment No. 2 to your contract which extends the completion date from December 7, 1955 to January 7, 1956. This amendment has been prepared to give you additional time to complete the contract work in the event you need it.

Please sign all copies of the amendment, retain the copy marked for the Operator, and return the other copies to this office.

Sincerely yours,

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

Enclosure

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

RECEIVED
NOV 14 1955

File Copy
Surname

500

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

NOV - 1 1955

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-8743

Dear Mr. Weissenborn:

We have just received a routine inspection report for the cited property by John A. Bowsher, Mining Engineer, Bureau of Mines, dated October 6, in which he states that no advance was made during the period of September 1 to October 6.

It appears that an amendment is needed to allow the Operator to recess operations and also an extension of completion time. Will you please advise us, at your earliest convenience, regarding your recommendations concerning such an amendment. Upon receipt of your recommendations we will have the amendment prepared.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (WB)

JWAlt/er 10/31/55
Copy to: Docket
Admr & File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

APPROVED:

/s/ Robert W. Geehan (WB)
Member, Bureau of Mines

W. P. Williams (WB)
Member, Geological Survey

RCH.

BOSS MINES, INC.

P. O. Box 904
HELENA, MONTANA

MINES:
NEIHART, MONTANA

PHONE 2275

RECEIVED
BUREAU OF MINES
OCT 3 - 1955

RECEIVED
OCT 7 - 1955

September 30, 1955.

Mr. A. E. Weissenborn
Executive Officer
U. S. Geological Survey
1201 N. Division St.
Spokane 2, Wash.

Re. Docket No. DMEA ~~3458~~ 548
Boss Mines Inc.
Contract No. Idm- E743

Dear Mr. Weissenborn;-

Your letter of the 29th received, re royalty payments.

I had assumed that all ores shipped were subject to royalty, regardless of direct DMEA participation, and had instructed the American Smelting & Refining Co. to make the deduction and mail to the DMEA Spokane office.

Two cars were shipped last week and one this week. The fourth car will be loaded next week.
This ore has been produced in sinking the winze which is now down 35 ft and looking very promising for a good body of shipping ore.

Yours very truly,

C.L.Hewitt, Pres.
Boss Mines Inc.

301 Administration Building
Montana School of Mines
Butte, Montana

September 27, 1955

Mr. C. L. Hewitt
545 N. Rodney Street
Helena, Montana

Re: Docket No. DMEA 3548 (lead-zinc)
Boss Mines Inc., Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Hewitt:

This will acknowledge receipt of your letter of September 26, 1955, wherein you state that the exploration work under the subject contract is still in recess pending clarification from the Field Team regarding the extension of the main crosscut.

It is the decision of the Field Team, Spokane office, that the main crosscut should not be advanced beyond its present face, and that drifting on the structure opened on the footwall of the rhyolite dike should be started. It is suggested that at least one round be taken in each wall, and thereafter, not to exceed a total of 40 feet, drifting can advance in either the north or south wall, or both walls, whichever is the most promising. The balance of the footage authorized under the amended contract will be subject to the approval of the government, dependent upon the results of a government inspection of the 40 feet of drifting.

Sincerely yours,

John A. Bowsher
Mining Engineer

COPY

BOSS MINES, INC.

P. O. Box 904
HELENA, MONTANA

MINES:
NEIHART, MONTANA

RECEIVED
BUREAU OF MINES
SEP 29 1955
PHONE 2275
SPOKANE, WASH.

September 26,1955.

Mr.John A. Bowsher
Bureau Of Mines
Room 301 Adm Building
Montana School of Mines
Butte, Montana.

Dear Mr. Bowsher;-

We have been awaiting word from the DMEA re the future work on our exploratory work here in the Boss Mines. Nothing has come thru yet and the only work we are doing is on the winze.

I surely wish they would give us the "go ahead" on what ever work they deem best as we could be doing that as well as the winze work and reduce our overhead costs.

Enclosed please find a "base print" that I use for my work sheets. I hope this will meet with your approval and if so,will enclose a print with my monthly reports and show any new advances for the month reported on.

Yours very truly,

C.L.Hewitt
Boss Mines Inc.

BOSS MINES, INC.
P. O. Box 904
HELENA, MONTANA

MINES:
NEIHART, MONTANA

PHONE 2275

Sept. 13,1955

Mr. John A. Bowsher

Bureau of Mines
Room 301 Adm Building
Montana School of Mines
Butte, Montana.

Dear Mr. Bowsher;-

Your letter of the 12th received. I should have explained in my letter why the maps were not included with the report.

I have made up a tracing sketch of the workings on which I can make the monthly changes and notations.

The party who does the blue printing happend to be out of the city just now but should return most any day.
As soon as he returns, I will have the prints and mail one to you, showing points of assays and progress made in August.

We will surely be glad to know how we stand on the crosscutting as I am sure we are close to a vein and would like to go ahead.

Mr. Pickney visited us last week and pointed out that there are other claims in the Hartley group that should be included in our application for that extention. I have tried, in every way, to get these other claims under the lease as the vein extends into one of them. The owners are most obstinate and all I can get is verbal assurance that they will extend my lease to include this claim, when we are ready for it. With this situation as it is, it looks like there is not much use in getting the other dats that he suggested we get together in the application.

Regardless of the Hartley application, I would like to use at least 100 ft of the footage allowance in our Amendment #1 for crosscutting on our own ground.
If the DMEA do not allow it, we will go ahead on our own, without their participation.

Yours very truly,

CL Hewitt

Leaving for Neihart early tomorrow.

Room 301, Administration Bldg.
Montana School of Mines
Butte, Montana

September 12, 1955

Mr. C. L. Hewitt
545 N. Rodney
Helena, Montana

Re: Docket No. DMEA-3548 (lead-zinc)
Boss Mines, Inc.
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Hewitt:

Your Monthly Report and Voucher for August 1955 has been received but it is noted that you forgot to include the maps showing the progress and the location of the samples you have taken and vouchered. Please forward the information as promptly as possible.

We are approving the voucher and forwarding it to the Spokane office for payment.

I had a telephone discussion this morning with Mr. S. W. Zoldok, U. S. Bureau of Mines, Spokane, regarding the present recess of the contract work. He will proceed to get a prompt clarification of the situation and advise accordingly.

Very truly yours,

John A. Bowsher
Mining Engineer

C O P Y

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

1201 N. Division St.
Spokane 2, Washington
September 29, 1955

all
Betty

RECEIVED
OCT 6 - 1955

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA 3458 (lead-zinc)
Boss Mines, Inc.
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Hewitt:

This is in answer to your letter of September 23, 1955.

All ore mined within the boundaries of lands described in Article 2 of the contract is subject to the Government's percentage royalty, while the contract is in effect, even though the Government did not participate in the cost of the work in developing this ore.

When the contract is completed or terminated, then royalty would be payable only if a certification of discovery or development is made.

Repayment by the Operator is discussed under Article 8, paragraph (b) of your contract.

By Field Team, Region I, MI District

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

Thomas E. Howard, Acting Member
U. S. Bureau of Mines

cc: DMEA (2)
USGS (2)
USBM (AD)

BOSS MINES, INC.
P. O. Box 904
Helena, Montana

Sept. 23, 1955

RECEIVED
OCT 6 - 1955

Mr. Verne C. Fryklund, Jr.
Acting Executive Officer
U. S. Geological Survey
for Field Team Region I
Northwest District.

Re Contract Idm-E743
Boss Mines, Inc.
545 N. Rodney St.
Helena, Montana.

Dear Mr. Fryklund:-

Your letter of Sept. 21 received and note that no payment can be made for samples taken from the winze.

There has been no DMEA participation in the costs of this winze work either in equipment or actual costs of sinking, so I hardly thought that the assaying would be allowable, but as the reports were made up before I thought of that aspect, I let them go with that work included.

If we produce ore from this winze now, the question that comes to my mind is whether we will be expected to pay a royalty to the DMEA on such smelter shipments. I would appreciate having your opinion on this matter.

Yours very truly,

C. L. HEWITT /s/

C. L. Hewitt, Pres.
Boss Mines, Inc.

COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR 500
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

September 13, 1955

Memorandum for the Files

From: J. W. Alt, Base Metals Division

Subject: Phone conversation on Docket No. DMEA-3548, Boss Mines, Inc., Boss and Atlantus Claims, Cascade County, Montana, Contract No. Idm-E743, Lead-Zinc.

After having completed a phone conversation with J. J. Quinlan regarding the Idaho Consolidated Mines, Inc., I asked the status of the application to do additional work at the cited property. I told him that in Mr. Weissenborn's letter of transmittal, dated August 19, 1955, it was stated that a discussion of this request will be sent to us as soon as possible. Mr. Quinlan said that he would investigate this matter.

J. W. Alt
J. W. Alt

JWA/er

Copy to: Docket
Base Metals
Chron.

File Copy
Surname
J. Alt
Griswold
Selfridge
Whitendorf

UNITED STATES
DEPARTMENT OF THE INTERIOR 500
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

AUG 31 1955

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Weissenborn:

This is with reference to your letter of August 19, transmitting the Operator's request for an amendment to perform additional work under the cited contract.

If you should favorably consider this request, we believe that the Operator should be requested to obtain a lease for the Alice 3798 Claim and also the Consent to Lien. It appears that from the map submitted that some of the proposed work will be done near this property line.

We will hold this application in abeyance until we receive your discussion of this request.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (24B)

APPROVED:

P. F. Yopes (24B)
Member, Bureau of Mines

Thor H. Kiilsgaard (24B)
Member, Geological Survey

JWAlt/er 8/30/55
Copy to: Docket
Admr & File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

R.S.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
AUG 24 1955

August 19, 1955

Alt
Betty

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

Re: Docket No. DMEA-3142 (lead-zinc)
Ross Mines, Inc.
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Selfridge:

Enclosed are the following:

(1) Original and two copies of an application by Mr. C. L. Hewitt for additional work on the Ross and Atlantus claims and to include the Hartley claim.

(2) Three copies of a Mining Lease dated July 27, 1955, between Mienart Consolidated Silver Mining Co. of Great Falls, Montana, and Ross Mines, Inc. This lease covers the Hartley claim, Patent No. 3023.

(3) Five copies of Consent to Lien from the owners.

If the application for new work is approved, it is presumed an amended contract will be prepared. A discussion of this request will be sent to you as soon as possible.

Sincerely yours,

Verne C. Fryklund, Jr.
for: A. E. Wolssenborn
Executive Officer, DMEA
Field Team, Region I, Mt Dist.

Enclosures

8/26/55: G. Selfridge asked to hold this until he returns
Sept. 6 for discussion. To write to Hewitt and
acknowledge the request for additional work.
J.W.G.

cc: USBM (2)
USGS (Ad)
Finckney

MF-203
Revised March 24, 1955

(5 only)

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AUG 24 1955

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

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Cascade, State of Montana, described as follows:1/

"Hartley" Lode mining claim, patent # 3023, situated in the Neihart mining district.

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

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

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

none

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

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

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

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

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

5. Added provision: none

Dated this 2nd day of August, 1955.

Neihart Consolidated Silver Mining Co. [Seal]

By: John E. Dawson [Seal]

V. C. Christenson Asst. Secretary [Seal]

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

V. Christenson

[Corporate Seal]

MINING LEASE

This agreement, made this 27th day of July 1955, by and between Neihart Consolidated Silver Mining Company of Great Falls, Montana, First Party and Boss Mines, Inc. of Helena, Montana, Second Party, WITNESSETH:

That for valuable considerations, to it in hand paid by second party, the receipt for which is hereby acknowledged, and in further consideration of the terms and conditions herein contained, first party hereby grants to second party the exclusive right to lease for a period of five years commencing with date of execution of this lease agreement upon the terms and conditions hereinafter set forth the certain mining claim, situated in the Neihart Mining district, County of Cascade, Montana, to wit: Hartley, patent #3023;

1. Right of Possession: During the life of this agreement, second party shall have the right to occupy said mining claim and to explore, develop, and/or mine said mining claim, to extract ore therefrom and market the same and retain the proceeds thereof, subject to the payment of royalties and to the other provisions hereof: and may construct roadways and other facilities including power transmission lines, as he may deem best, and to use the same in his operations hereunder.

2. Royalties: Second party agrees to pay to first party, as royalty, ten per cent of the net mill or smelter returns on all ore or concentrates produced from ore taken from said mining claim. The term "net returns" means the amount paid for ore or concentrates, or any other products, by any mill or smelter, after the deduction by said mill or smelter of the transportation charges from mine to mill or smelter, and the customary mill or smelter deductions and charges. The purchaser of said ores or concentrates will be instructed to pay said royalties direct to the first party or to any bank designated by it.

3. Work Requirements: To work and mine said premises in a manner which will result in the greatest amount of production when conditions permit. From the date of the execution of this agreement, at lease 300 man shifts of work, of eight hours each, shall be performed upon said premises each year. Extention of the present Boss tunnell directly towards the Hartley claim will fulfill the working requirements for the first 90 day period of this lease, the same as if the crosscut work had been performed on the Hartley claim.

To start work within sixty (60) days after the execution of this agreement.

4. Character of Work: All work done hereunder must be done in a minerlike manner, all access workings to be timbered where necessary, and in case of forfeiture or surrender of this agreement, such access workings shall be left in good condition, all consistent with good mining practice.

5. Workmens' Compensation Act: Second party agrees at all times to fully comply with the provisions of the Workmens Compensation Act and all other laws of the State of Montana, pertaining to the employment of labor.

6. Forfeiture: In the event of the forfeiture of the second party to comply with any of the terms and conditions of this agreement as herein set forth, the agreement shall become null and void, but if the first party shall claim a forfeiture, it shall, before a forfeiture shall become complete, give second party notiee in writing of its intention to declare a forfeiture, specifying therein the alleged grounds of forfeiture; and if second party shall fail to cure and correct any default of which he may then be guilty, within thirty (30) days after the service of such notice, then this agreement shall become null and void at the end of such thirty (30) days period; but if second party shall, within said thirty (30) day period, cure and correct all defaults of which he shall then be guilty, then this agreement shall continue in force

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U. S. G. S.
SPOKANE, WASH.

as though no default had occurred and as though such notice had not been given. Such notice may be served upon second party personally or by registered mail addressed to him at Helena, Montana

7. In the event of the forfeiture or surrender of this agreement by second party, first party shall retain all payments theretofore made to it, as liquidated damages and as rental. Second party shall have the right, within 90 days to remove any personal property placed on said property by him, but all ore bins, trestles and permanent buildings shall not be removed and shall become a part of the property.

8. Inspection: First party shall have the right, personally or by its agent, duly authorized in writing, to enter upon said mining claim and into the workings thereon for the purpose of inspection at any reasonable time, but at their own risk and expense and without interference with the operations of the second party.

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

10. This agreement is entered into by first party in pursuance of a resolution of its Board of Directors. In Witness whereof the parties hereto have executed these presents the day and year hereinabove first written.

NEIHART CONSOLIDATED SILVER MINING COMPANY
First Party
By: John E. Dawson

Attest:
asst. H. Christinson
Its Secretary

BOSS MINES, INC.
Second Party
By: C. L. Hewitt
President

State of Montana,) ss
County of Cascade)

On this 27th day of July, 1955, before me, H. Christinson, personally appeared John E. Dawson, known to me to be the President of the Neihart Consolidated Silver Mining Company, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

In Witness whereof I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notarial Seal

H. Christinson
Notary Public for the State of Montana, residing at Great Falls, Montana, My commission expires April 7, 1956

State of Montana) ss
County of Cascade)

On the 27th day of July, 1955, before me, H. C. Christinson a notary public for the State of Montana, personally appeared C. L. Hewitt, 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 first above written.

Notarial Seal

H. Christinson
Notary Public for the State of Montana, residing at Great Falls, Montana. My commission expires April 7, 1956.

MF-103
(Revised April 1952)

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AUG 24 1955

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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AUG 11 1955
U. S. G. S.
SPOKANE, WASH.

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

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. .....
Metal or Mineral .....
Date Received .....
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: Boss Mines, Inc.
c/o C. L. Hewitt
545 N. Rodney
Helena, Montana

(*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 Hartley Lode Mining Claim, Patent # 3023

(*b*) State any mine name by which the property is known. "Hartley"

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise Lessee

(*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. copy enclosed

(*e*) If you own the land, describe any liens or encumbrances on it None (owners statement)

(*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.*—(*a*) [redacted]e the mineral or minerals for which you wis[redacted]o explore _____

(*b*) Describe fully the proposed work, including a map or sketch of the property showing a plan (and cross sections if needed) of any present mine workings, and the location of the proposed exploration work as related to such features as contacts, veins, ore-bearing beds, etc.

(*c*) The work will start within 10 days and be completed within _____ months from the date of an exploration project contract.

(*d*) State the operating experience and background of the applicant with relation to the ability to carry out such exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of costs.*—Furnish a detailed estimate of the costs of the proposed work (you will have to use a separate sheet), under the following headings. Add the totals under all headings to give the estimated total cost of the project:

(*a*) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, write "none" after this item. To the extent that the work is to be contracted, do not repeat the cost of the contract-work in subsequent items.) State the cost of any proposed independent contracts for the performance of all or any part of the work, expressed in terms of units of work (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic 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. None

(*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. None

(*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. None

(*h*) *Contingencies.*—Give an estimate of any necessary allowances for contingencies not included in the costs stated above. None

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)? Yes

(*b*) How do you propose to furnish your share of the costs? Cash

[X] 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 August 5, 1955

Boss Mines, Inc.
(Applicant)

By C. L. Hewitt Pres.

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

3 D. Submitting copy of lease agreement from Neihart Consolidated Silver Mining Co.

3 F. The claim is patented.

4. The Hartley claim was extensively operated 1918 to 1927, inclusive, and earlier operation of which we have no record of production. An adit tunnel, approximately 700 feet was driven to the #3 vein, depth attained 290 feet. A shaft was sunk approximately 500 feet below the adit level and considerable drifting carried out from the 300 level, and short distance on the 400 and 500 foot levels. We have no interest in the Hartley property other than for development and production.

4 B. We do not have a complete record of production but the Hartley claim produced 17,597 tons of ore in the period of 1918 to 1927, inclusive. This tonnage contained 79 ounces gold, 811,418 ounces silver and 2,360,999 pounds lead. There is no known record of the zinc contained. We have no authentic record of tonnage available but the former Supt. and several miners who worked in the mine, agree that all ore with a silver content of less than 50 ounces per ton was left in place. Nearly all production came from the #3 vein on which the shaft was sunk and the reports indicate that the ore to the north of the shaft had more lead and less silver. They also report that the vein on the 400 level had a good width but the silver content was lower, which, with the low price for lead, made direct shipping of the ore less attractive and not profitable with their pumping and hoisting problems as well as transportation down the hill, all of which will be eliminated for considerable time, by our crosscut tunnel.

4 C. The veins are fissures in grey and pink gneiss and "Pinto granite" or diorite. Our present development on the Boss claim (under DMEA Docket # 3548) is being carried out at a strategic location for development of the Hartley. With the Hartley opened up at this level, we should have ample ore to warrant the installation of a milling plant at the portal of our Rochester tunnel. Map being attached showing plan and section. See Paul A. Schaefer in Memoir 13, Montana Bureau of Mines and Geology, page 42 "Hartley Mine." Our lease covers the Hartley claim only but a stockholders meeting of Neihart Consolidated Silver Mining Company will be held in November, 1955, at which time we expect to have the Alice and Iona claims included, as they are a part of the Hartley group. However, all contemplated work will be on Hartley claims.

4 D. We have a good road to portal of our tunnel which is approximately one-half mile from highway and Neihart where ample housing is available.

4 E. Local miners and laborers can be found in Neihart and nearby camps. Materials and supplies are brought in from Great Falls, Helena and Butte. We have all necessary equipment needed now installed and in operation on our "Boss" project, including air compressor, trammer, mucker, trucks, etc. We have a good supply of water underground as well as a good supply from Rock Creek which crosses our property 100 feet from our portal. We have the Montana Power installation at our portal with 350 H.P. transformed to 440 volts and more if required.

5. We wish to explore for silver, lead and zinc.

5 B. Extend our present "Boss" tunnel, a maximum of 600 feet to cut veins on Boss claim and then #1, 2 and 3 veins on the Hartley claim, then 1000 feet of drifting from Hartley workings on 400 and 500 levels. See attached plan and section map.

5 D. The work will be carried on under supervision of C. L. Hewitt who has had over 35 years of experience in mining, mine development and metallurgy. B. W. Hewitt, who has been the Supt. in direct charge of all work on the "Boss" project to date will remain on job in same capacity.

6 A. We do not propose to contract the work.

6 B&C. We estimate that the crosscutting, 600 feet can be done for $30.00 per foot - $18,000.00. 1000 feet of drifting on veins at $36.00 per foot - $36,000.00. The higher costs for the drifting will entail higher tramming costs due to distance and hoisting and pumping from #4 and 5 levels, to our adit level, as we will intersect Hartley workings just above the 400 level.

6 D. All equipment to be furnished by us.

Boss Mines Inc.
C. L. Hewitt, Pres.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

August 12, 1955

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

Re: Docket No. DMEA-3548 (lead-zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Selfridge:

Attached are the Government, Docket, and Division copies of Amendment No. 1 to the above-captioned contract.

Distribution of this amendment is being made in the usual manner.

Sincerely yours,

A. E. Weissenborn

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

Attachment

cc: Finance Office w/ encl.
USBM(2)
Pinckney

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AUG 15 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

No. 157 Howard Street
Spokane 4, Washington

August 5, 1955

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 504
Helena, Montana

Re: Docket No. DMEA-3548 (lead-zinc)
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-6743

Dear Mr. Hewitt:

Thank you for your letter of August 4. Amendment No. 2 to your contract, sent to you August 3, permits an additional 100 feet of drifting and crosscutting. The amendment does not authorize the use of contract funds for sinking a winze and the Government cannot participate in such work.

Article 8 of the contract describes royalty payments to the Government in some detail. Paragraph (b) of Article 8 reads, in part, "the operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets". Checks should be made payable to the Defense Minerals Exploration Administration and mailed to A. L. Weissenborn, Executive Officer, DMEA Field Team, Region 1, Northwest District, S. 157 Howard Street, Spokane 4, Washington.

B. Field Team, Region 1, NW District

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

cc: DMEA (2) w/cys incom.
USGS (2)
USBM (2)
Pinckney

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

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AUG 15 1955

BOSS MINES, INC.

P. O. Box 904
HELENA, MONTANA

MINGO
NEIHART, MONTANA

PHONE 2375

August 4th, 1955.

Mr. A. E. Weissenborn
Executive Officer, DMEA
So. 157 Howard St.
Spokane 4, Wash.

No Docket No DMEA 3649
Contract No Idm -E743.

Dear Mr. Weissenborn;-

While awaiting the reply to our application for additional funds for drifting on the Boss contract, we have started a winze on the 101 vein just north of the Xcut. We have cut out for a head chamber and pocket and have gone down aprox 10 feet. Now we are timbering and preparing to install a small air hoist, with plans for going down 50 feet provided the ore stays with us. We are sinking on ore which seems to be improving and indications are that the ore shoot is getting longer.
The ore does not go up, due to the faulting but I do believe that we are on the apex of an important ore deposit.
This work has not been authorized, but I am hoping that when our extention arrives, we can get credit for this work.

In the course of our drifting on the 101 vein and in this sinking, we have accumulated approximately 130 tons of ore that should net us around $70.00 per ton at the smelter.
We would like to ship this ore as soon as the smelter resumes operations, pending settlement of the strike. They think this strike will be settled soon now. (A S & R East Helena Plant).

We will appreciate advise as to how we should treat these shipments in respect to the payment of the DMEA royalty and instructions to the smelter.

Yours very truly,

Boss Mines Inc.
O.L. Hewitt. Pres.

DMEA

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AUG 5 1955
U.S.G.S.
SPOKANE, WASH.

xxxxxxxxxxxxxxxxxx
So. 157 Howard Street
Spokane 4, Washington

RECEIVED
AUG - 8 1955

August 3, 1955

Mr. C. L. Hewitt, Pres.
Boss Mines, Inc.
545 N. Rodney
Helena, Montana

Re: Docket No. DMEA-3548 (lead-zinc)
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-K743

Dear Mr. Hewitt:

Enclosed are the original and six copies of Amendment No. 1 to your contract, signed by the Administrator.

If the amendment meets with your approval, please sign all copies and return all but the Operator's copy.

Sincerely yours,

Verne C. Fryklund, Jr.
for A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW Dist.

Enclosures as indicated
cc: ✓DMEA (2)
USBM (2)
USBM (AD)
Pinckney

File Copy
Surname
Klugescheid
Winnard
Chandler
[illegible]
[illegible]

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

500

JUL 29 1955

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
Contract No. Idm-L743

Dear Mr. Weissenborn:

Enclosed are the original and five copies of Amendment No. 1 to the cited contract.

If the amendment meets with your approval, kindly present it to the Operator for approval and signature and, when completed, distribute the copies in the usual manner. In the event that the amendment is not satisfactory, and cannot be amended within your delegated authority, return all copies with your recommendation concerning any modification.

Sincerely yours,

W. S. Martin
ACTING Chairman, Operating Committee (SHB)

Enclosures

WPKlugescheid/er 7/25/55
Copy to: Docket
Admr R File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

APPROVED:

/s/ Robert W. Geehan (SHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (SHB)
Member, Geological Survey

R.C.L.

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

July 27, 1955

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA-3548 (lead-zinc)
Boss & Atlantus and Hartley Claims
Cascade County, Montana
Contract No. Idm-8743

Dear Mr. Hewitt:

Thank you for your letter of July 24. Your check for June work should have reached you by now.

Enclosed are five copies of an application form (MF-103) that you should use in your application for work on the Hartley ground. Please return four copies. Consent to lien forms have already been sent to you. Please send us also a valid copy of the lease you have on the Hartley property.

For the present this should be treated as a new application and all questions should be answered as completely as possible.

As yet we have had no word on your recent request to do additional drifting at the Boss and Atlantus claims.

Verne C. Fryklund, Jr.
for A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW Dist.

Enclosure as indicated

cc: DMEA (2) w/cys incoming
USBM (2) do.
USBM (AD)
Pinckney do.

BOSS MINES, INC.
P. O. Box 904
HELENA, MONTANA

MINES:
NEIHART, MONTANA

PHONE 2275

	NOTED	DATE
Jim		
Vince	J	7/25
al		

July 24th, 1955.

D M E A
Spokane, Wash.

Re Boss Mines Inc. Docket DMEA 3548
Contract IDM E 743.

Gentlemen:-

I have just returned from our min at Neihart. We are doing some probing around with a view of starting a raise on our 101 vein. This work, of course, is on our own as we have completed the footage allowed on the contract.
We hope to hear favorably on the additional credit as applied for.

I have been negotiating for a lease on the Hartley group and have arrived at an agreement with the owners. A lease is being prepared and I would like to make arrangements with you to participate in an extention of our present crosscut into the Hartley ground as well as explore the rest of our Boss ground thru which the X cut would extend.
I will appreciate advise as to how to proceed with this application, as I will have the lease this next week.

We have not received a check for the June work yet and I am wondering if there was anything wrong with my report, or why it has been delayed.

Payment was scheduled July 22 so he should get his check soon
CMB.

Thanking you for past favors, Yours very truly.

C L Hewitt
C L HEWITT
Pres.

RECEIVED
JUL 25 1955
U. S. G. S.
SPOKANE, WASH.

XXXXXXXXXXXXXXXXXX
1201 N. Division St.
Spokane 2, Washington
July 20, 1955

RECEIVED
JUL 2 3 1955

Boss Mines, Inc.
545 N. Rodney
Helena, Montana

Re: Contract Idm-8743
Docket No. 3548
Monthly operating report
for June 1955

Gentlemen:

The subject monthly operating report has been processed and forwarded to the Disbursing Officer in Portland, Oregon, for payment.

This is to inform you that payment could not be made in the full amount claimed. The amount deleted is explained in the attached copy of a memorandum to the Field Team, Region I, from the DMEA Certifying Officer, Region I.

By Field Team, Region I
Northwest District

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

cc: DMEA (2)
USGS (2)
AD

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

DMEA Field Team, Region I, NW District July 20, 1955

DMEA Certifying Officer, Region I

Contract Idm-E743, Boss Mines, Inc. Monthly operating report for June 1955.

The subject operating report has been received and processed for payment.

The operator has claimed assays at their actual cost instead of at the maximum of $3.50 per assay allowed by the contract. Therefore, a deletion of $9.00 has been made to bring the assay cost to date to $126.00, which is the amount provided by the contract for the 36 assays claimed.

Myrtle Furdy

cc: Operator
DMEA (2)
USGS (2)

IN REPLY REFER TO:

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

July 13, 1955

Re: DMEA 3548, Idm-E743
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana
$27,865.00 - Lead-zinc-silver

Memorandum

To: W. R. Griswold, Defense Minerals Exploration Administration

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

Subject: Review of Amendment to Application.

The request is for permission to divert funds, allotted for rehabilitation etc., but not so used, to further drifting on the 3 veins cut in the extended Rochester crosscut.

Although the drift work on the two veins investigated has not shown consistent minable widths of lead-zinc-silver mineralization, the remaining money may well be spent as recommended. The streaky mineralization at USBM hub 411 + 65' correlates well with No. 3 vein on the Atlantus claim. Some footage may well be used at that point.

I concur with the recommendation of the Field Team.

N. E. Nelson

N. E. Nelson

RECEIVED
JUL. 1 5 1955

File Copy
Surname
J. Ell.

UNITED STATES
DEPARTMENT OF THE INTERIOR 500
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

July 13, 1955

INTERIOR DEPT
JUL 13 1955
SOLICITOR

Memorandum

To: Acting Assistant Solicitor, Defense Minerals

From: Chief, Base Metals Division

Subject: Preparation of Amendment No. 1 for Docket No. DMEA-3548, Contract No. Idm-E743, Boss Mines, Inc., Cascade County, Montana, Lead-Zinc.

Will you please prepare Amendment No. 1 for the cited contract. A draft of the proposed Amendment is attached to this memorandum.

W. R. Griswold

Attachment

W. R. Griswold

JWAlt/er 7/13/55

Copy to: Docket
Base Metals
Chron

EXPLORATION PROJECT CONTRACT
BOSS MINES, INC.
DOCKET NO. DMA - 3548

AMENDMENT NO. 1.

Under "Description of the Work" delete items 1, 2, and 3.

In item 4 change the second sentence to read:

"Not to exceed an aggregate of 760 feet of crosscutting and drifting shall be performed".

Under "Estimated Costs of the Project". "Fixed Unit Costs"

Delete the first item.

Change the second item to read: Crosscutting and drifting, 760 feet @ $30.00/ft. (work item 4) rounded to $22,796.00

Under "Total Agreed Unit Cost" delete $22,646.00 and substitute $23,296.00

Under "Scheduled Actual Costs"

Delete Category (1) (Work item 2) Repair road and bulldoze adit portal.

Delete Category (6) (Work item 1) Erect building.

Under "Total Scheduled Actual Costs"

Delete $1,500.00* and substitate $850.00*

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

RECEIVED
JUL - 6 1955

June 30, 1955

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

Re: Docket No. DMEA-3548 (lead-zinc)
Boss Mines, Inc.
Cascade County, Montana
Contract No. Idm-E743

Dear Mr. Selfridge:

Enclosed are the following:

(1) Two copies of a letter dated June 7, 1955, from Mr. C. L. Hewitt, president, Boss Mines, Inc., requesting consideration of additional work under the captioned contract.

(2) Two copies of a letter dated June 26, 1955, from Mr. C. L. Hewitt advising of recent work at the property and of negotiations with the owners of the Hartley property.

(3) Two copies of our reply acknowledging receipt of Hewitt's letters of June 7 and 26, 1955.

(4) Four copies of a memorandum dated June 14, 1955, by James J. Quinlan in regard to a telephone conversation he had with Mr. Hewitt on June 13, 1955.

(5) Four copies of a memorandum dated June 17, 1955, by James J. Quinlan regarding Mr. Hewitt's request for additional work.

Although in his letter of June 7, 1955, Mr. Hewitt requests consideration of additional work not only on the Boss and Atlantus claims but also on the neighboring Hartley claims, We have only considered that portion of the request dealing with the Boss and Atlantus claims because Hewitt informed Mr. Quinlan during a telephone conversation on June 13 that at present he was unable to obtain a lease on the Hartley claim.

The Field Team concurs with Mr. Quinlan's recommendation that the DMEA should not consider extending the Rochester crosscut at this time but that additional drifting on veins now exposed is warranted. We also concur with Mr. Quinlan that only those funds originally allocated and not now needed for rehabilitation, bulldozing, and building, totaling $3,296.00, should be used for the additional drifting. We therefore recommend that the contract be amended (Amendment No. 1) to allow the use of these funds for an additional 109.87 feet of drifting at $30.00 per foot.

By Field Team, Region I
Northwest District

Wing G. Agnew, Acting Exec. Officer
U. S. Bureau of Mines

John S. Vhay, Acting Member
U. S. Geological Survey

Enclosures

cc: USBM (2)
USBM (AD)
Quinlan

BOSS MINES, INC.

P. O. Box 904
HELENA, MONTANA

MINES:
NEIHART, MONTANA

PHONE 2275

RECEIVED
JUL - 6 1955

Al
Verne
Jim

June 7, 1955

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

Re: Docket No. D.M.E.A. 3548
Lead - zinc
Contract IDM E 743

Dear Mr. Weissenborn:

We have completed approximately 540 feet of crosscut and drift on our contract to date. We are encouraged by the present showing and would like to provide for more exploratory work. We are prepared to furnish all equipment and 50% of the operating expenses based on $30.00 per foot. We wish to thank you for the fine cooperation of your geological staff which has been most helpful through their diligent study and work, up to 12 hours a day while on the job here.

Number 1 proposal: In our original estimates under our application, the fixed unit costs were as follows:

Rehabilitate Rochester tunnel	$ 2,646.00
Crosscutting and drifting	19,500.00
Timber Rochester adit and drift	500.00
Scheduled actual costs	22,646.00
Independent contracts -	
Repair road and bull-doze tunnel portal	200.00
Registered professional services	500.00
Category 6 -	
Erect new building (our cost $1700)	450.00
Assaying, 100 samples @ 3.50	350.00
Total scheduled actual costs	1,500.00
	22,646.00
	24,146.00

This sum, if all applied, would entitle us to 804.54 feet of work at $30.00 per foot, or 154 more than now authorized, as we paid for all items in full outside of the "work item #4" for $19,500.00. In addition to this, we paid all costs on 41 feet of crosscutting which was completed prior to execution of our contract, December 7, 1954, costing us $1250.00

DMEA

RECEIVED
Air Mail
JUN 9 1955

U. S. G. S.
SPOKANE, WASH.

We hereby respectively request that we be given credit for the difference between $24,146.00 and $19,500.00, or $4,646.00 to be used for 100 feet more crosscutting and 50 feet more of drifting in addition to "work item #4"

Number 2 proposal: We are negotiating for a 5 year lease on the Hartley group of mining claims, from the owners, the Neihart Consolidated Silver Mining Company. This is the same company who own the Boss and Atlantus claims on which we have our present lease and option. This lease on the other Hartley claims would be entirely separate and apart from our present lease and will be made directly to Boss Mines, Inc. The owners are agreeable to a subordination agreement such as they executed on Boss and Atlantus lease and option. We have held off the closing of this deal until we were sure we wished to go ahead with it, so will get a lease signed this week or next.

The Hartley #3 vein has produced approximately 4,000,000 pounds of lead and 1,000,000 ounces of silver. There is no record of zinc production as they were not paid for it but I estimate that it would equal 70% of the lead content or 2,800,000 pounds, which with modern metallurgical treatment, such as we will have, would be recovered to the extent of at least 85%.

We would like to cut the #1 and #2 Hartley veins as well as the #3 vein which would be cut north of where they worked it. By extending our tunnel approximately 680 feet, we would cut all three veins at a depth of 380 feet below their main working tunnel. The #1 and 2 veins were not mined below the tunnel level while the #3 vein was mined to a depth of 500 feet below the main tunnel.

We would like to provide for 700 feet of crosscutting and 500 feet of drifting in this project. We would furnish all equipment, including a storage battery locomotive and more cars. We can do the work for $30.00 per foot and would like to apply for 50% D.M.E.A. participation.

I know this is a rambling letter but it will give you our ideas, which can be put in shape with the proper forms, if you consider it a favorable project, like we do.

Yours very truly,
BOSS MINES, INC.

C. L. Hewitt

C. L. Hewitt, President

CLH/ij

BOSS MINES, INC.

P. O. Box 904
HELENA, MONTANA

MINES:
NEIHART, MONTANA

PHONE 2275

June 26, 1955.

Mr. James Quinlan
DMEA
Spokane, Wash.

Dear Mr. Quinlan;-

Just a few lines to let you know what is doing over at the Boss Mines project.

We have started the 102 south drift (245 ' from our starting point), made the turn, installed switch and are now in about 25 ft.
After the first round, that streak of high galena on the hanging wall cut down to about 2 inches. The face at that point assayed across five ft., was
Ag 0.4 Pb 0.4 Zn. Tr.
At fifteen ft, there was a little more mineral showing all thru the rock and the high grade streak widened out to 5 inches. The assays there was ;
5 Ft face, Ag 2.7 Pb 4.6% Zn XXX 4.9% This includes the high grade streak.
5 " H G alone 7.2 20.2 31.0 %.
The silver has surely taken a tumble here and the zn greatly increased. However the silver may increase any time and we are hoping that the h g streak will increase in size, although this is not bad ore if it will stay with us.
This vein is striking N.10 E and dip is64 W.

The vein at the dike, where we started got so soft and contained so much gouge, it would require timbering as there was so much water comming out of it, so we let it go until it drains and then we can go ahead if you think it worth while. there is some faulting with gouge comming in from the east and looks like it may be splitting the vein structure. We got in aprox 35 ft. The strike is N 18 E and the dip79 W.
I beleive the vein we are now on will continue to improve in value and size as we drift south on it.

I have been working on the Neihart Consolidated on the Hartley project and beleive that we have just about arrived at an agreement with them, on the basis of a 6 year lease. Will know next week.

I hope that we get some favorable reply to my letter of June 7th, so that we can continue the work.

I will have some more assays the latter part of this next week.

Yours very truly,

C.L.Hewitt.

RECEIVED
JUN 27 1955
U.S.G.S.
SPOKANE, WASH.

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

RECEIVED
JUL - 6 1955

So. 157 Howard Street
Spokane 4, Washington

June 27, 1955

Mr. C. L. Hewitt, President
Boss Mines, Inc.
545 N. Rodney Street
Helena, Montana

Re: Docket No. DMEA 3548 (Pb-Zn)
Boss and Atlantus claims
Cascade Co., Montana
Contract No. Idm-K743

Dear Mr. Hewitt:

Reference is made to your letter of June 7, 1955 and to your telephone conversation of June 13, 1955 with James J. Quinlan in regard to additional work under the above-captioned contract.

We are sorry to hear that you and the owners of the Hartley claim are experiencing some difficulty in reaching an agreement on the lease you had expected to obtain from them. However, we have forwarded to Washington your request for the additional work on the Boss and Atlantus claims. We will let you know Washington's decision as soon as we hear from them.

Sincerely yours,

John S. Vhay
For: A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW District

P. S. Since writing the above, your letter of June 26 arrived. Thank you for the information.

cc: DMEA (2) ~~w/copy [illegible]~~
DEMM (2) do.
DEMM (AD)
Quinlan

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~

So. 157 Howard Street
Spokane 4, Washington

RECEIVED
JUL - 6 1955

June 14, 1955

Memorandum

To: The Files

From: J. J. Quinlan, Geologist, U. S. Geological Survey

Subject: Docket No. DMEA-3548 (lead-zinc), Boss Mines, Inc., Boss and Atlantus claims, Cascade County, Montana, Contract No. Idm-E743.

Mr. C. L. Hewitt, president of Boss Mines, Inc., called from Helena yesterday morning with reference to the captioned docket. He reported that he had mailed to this office on June 7, 1955 a request for additional work on the Boss and Atlantus claims as well as the adjoining Hartley claims. He wants to hold up the request for work on the Hartley claim as he has experienced some difficulty in obtaining a lease from the owners of the Hartley property, but he still would like us to consider the request for additional work on the Boss and Atlantus.

Mr. Hewitt reported that there is approximately 112 feet of drifting left in the present contract. He requested permission to use a part of this in extending the present crosscut further to the southeast. I advised him that DMEA probably would not consider such a proposal as he was approaching the side lines of the claim.

Recent project work was discussed. Hewitt reported that the drift to the south on the vein at the rhyolite contact has been advanced 35 feet. The vein is reported to be averaging about 0.9 ounce of silver per ton, 0.9 percent lead, and 4.1 percent zinc. Hewitt plans to advance the drift at least another 40 feet. He wanted permission to do some drifting to the south on the vein structure exposed 58 feet southeast of survey station USBM 411. This structure consists of three vein stringers 0.25 to 0.9-foot wide within a 20-foot wide bleached zone. It is described in detail in my inspection memorandum of May 16, 1955. A little work to better expose this structure is considered worthwhile. Mr. Hewitt was therefore advised that the DMEA would participate in 40 feet of drifting to the south on this structure.

Distribution:
DMEA (Orig. & 3) ✓ Quinlan
USBM (2) Docket
USBM (AD)

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

RECEIVED
JUL - 6 1955

June 17, 1955

Memorandum

To: DMEA Field Team, Region I, Northwest District

From: James J. Quinlan, Geologist, U. S. Geological Survey

Subject: Docket No. DMEA 3548 (lead-zinc), Boss Mines, Inc., Boss and Atlantus claims, Cascade County, Montana, Contract No. Idm-E743. Interim Inspection Report and an evaluation of Operator's request to convert all contract funds to drifting and cross-cutting.

Introduction

The Boss and Atlantus property was inspected May 29 and 30, 1955, in company with Mr. C. L. Hewitt, president of Boss Mines, Inc. At the time of the inspection Mr. Hewitt inquired as to the possibility of DMEA assistance for additional work on the Boss and Atlantus claims, as well as on the neighboring Hartley property on which he expected to obtain a lease agreement in the immediate future. Therefore, time was spent not only examining recent DMEA work, but also examining a part of the Hartley mine as Hewitt's tentative proposal involved testing of several of the Hartley veins. Mr. Hewitt's letter of June 7, 1955 to the Executive Officer outlines his proposal for additional work; however, he telephoned this office on June 13, 1955 (see my memo to the files dated June 14, 1955) to report that he was unable to reach agreement with the owners of the Hartley claims for a lease on the property and, for the time being, he wishes the DMEA to consider only his proposal for additional work on the Boss and Atlantus claims.

Project Work

Recent DMEA work includes 100 feet of drifting to the north and 10 feet of drifting to the south on the vein designated by the operator as the 101 vein. This is the vein which was encountered in the DMEA crosscut 25 to 55 feet southeast of station USGS 2 (see attached map). The drifting on the 101 vein brings the total drifting and crosscutting completed under the contract to 472 feet. As the contract provides for 650 feet of drifting and crosscutting, there remained, at the time of the inspection, 178 feet of drifting and crosscutting.

The 101 vein where exposed in the drift is much more regular than where it is exposed in the crosscut. It will be recalled that it was difficult to make much sense out of the exposure in the crosscut

because the vein is badly broken in the vicinity of a large fault which trends northeasterly and dips northwesterly. In the drift the vein consists of a 10-foot wide zone of stringers, interlacing veinlets, and fine, disseminated vein minerals in a highly altered and bleached zone. Although the strike of the vein is fairly regular (N. 35° E.) it is difficult to obtain a reliable over-all dip as individual veinlets within the vein zone dip moderately to steeply in both directions.

It is still difficult to interpret the geology of the broken and disturbed portion of the vein exposed in the crosscut. Present information suggests that what is seen in the crosscut may be the intersection of the vein with a premineral fault on which there has been postmineral adjustment.

Although the operator was requested to take either grab samples of drift rounds or cut samples across the vein exposed in the drift, he did not start the sampling in the north drift until after 71 feet of drifting had been completed. Tabulated below are the results of the operator's samples.

Footage	Width (ft.)	Ag %	Pb %	Zn %
71	5.5	4.4	1.0	1.2
80	5.5	9.6	1.6	2.4
84	5.5	1.6	0.4	1.4
88	5.5	0.8	0.8	0.5

These samples definitely indicate submarginal ore, as is most of the ore exposed by the drifting. However, the operator has stockpiled a few tons of ore from rich sulfide pods and lenses encountered along the crosscut and drift. Although the first 100 feet of drift on the 101 vein to the north has disclosed only submarginal ore, the strength and persistence of the structure indicates that additional drifting to the north is well justified.

At the time of the inspection the operator requested permission to drive a drift to the south on the vein exposed at the rhyolite contact (see attached sketch map). As it appeared it would be well to test this vein, Hewitt was advised that DMEA would participate in up to 100 feet of drifting to the south on this vein. During the course of our telephone conversation of June 13, Mr. Hewitt advised that he had advanced the drift about 35 feet. He reported at that time that the vein was averaging about 0.9 ounce silver per ton, 0.9 percent lead, and 4.1 percent zinc. At the time he stated he planned to advance the drift at least another 40 feet.

During the course of our phone conversation of June 13, Mr. Hewitt was also given permission to extend a drift 40 feet south on the vein structure exposed 58 feet southeast of USBM Survey Station 411. This limited amount of drifting on this vein will permit us to much better evaluate it.

Evaluation of Operator's Request for Additional Drifting and Crosscutting

The operator, in his letter of June 7, 1955, requests permission to convert all remaining contract funds to additional drifting and crosscutting. If this were done, it would permit approximately 154 more feet of drifting and crosscutting. Mr. Hewitt proposes to use the additional footage to extend the DMEA crosscut 100 feet and to complete an additional 50 feet of drifting.

Tabulated below is the estimated cost of work authorized under the contract that Mr. Hewitt now wants converted to additional drifting and crosscutting, which totals $4,646.00.

Rehabilitate Rochester adit 540 ft. @ $4.90/ft.	$2,646.00	
Repair road and open adit portal by bulldozing 16 hrs. of dozing @ $12.50/hr.	200.00	
Erect building	450.00	
Sub-total		$3,296.00
Timber Rochester adit crosscut and drift 100 ft. @ $5.00/ft.	500.00	
Professional engineering or geologic consultant 10 days @ $50.00/day	500.00	
Assaying - 100 samples @ $3.50 ea.	350.00	
Sub-total		1,350.00
Total		$4,646.00

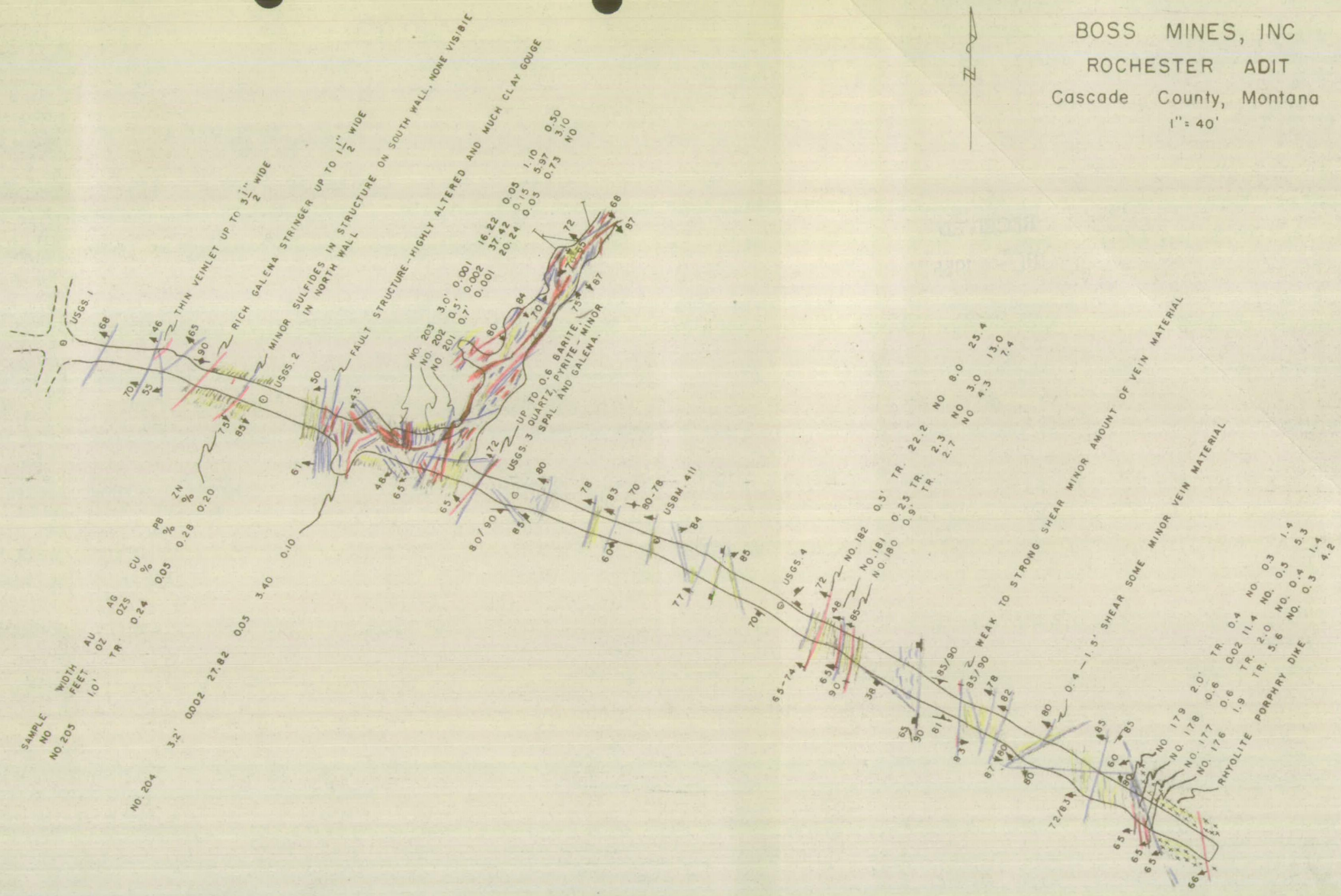
The operator completed the road repairs, reopened and rehabilitated the Rochester adit, and erected the building authorized in the contract before the contract was signed. Thus, the $3,296.00 allocated in the contract for these items is not needed, and could be used for additional drifting and crosscutting. For obvious reasons, however, it is considered inadvisable to use any of the funds allocated

for timbering, technical services and assaying, amounting to $1,350.00, for additional drifting and crosscutting. The $3,296.00 which is no longer needed, at $30 per foot, would permit an additional 109.87 feet of drifting and crosscutting.

The operator's request to extend the crosscut an additional 100 feet is not considered warranted because there is no definite geologic target involved. Furthermore, the present face of the crosscut is about 200 feet from the north sideline of the Boss claim, and it is quite possible that by extending the crosscut an additional 100 feet, veins which apexed on the adjoining Hartley ground would be encountered. The operator's request for additional drifting on veins already exposed is considered quite legitimate and funds for such purpose could be used to good advantage. At present, continued drifting on the 101 vein and the vein exposed at the rhyolite contact appears well justified. Therefore, it is recommended that the contract be amended to convert the $3,296.00 originally allocated for rehabilitation, road repairs, opening of the portal, and erection of a building to allow for an additional 109.87 feet of drifting, the location of this drifting to be approved in advance by the Government. Thus, 759.87 feet of drifting and crosscutting could be done with the funds allocated to the present contract.

Enclosure 1

Distribution:
DMEA (Orig. & 3)
USBM (2)
USBM (AD)
Docket
Quinlan


BOSS MINES, INC
ROCHESTER ADIT
Cascade County, Montana
1" = 40'
N
USGS. 1
THIN VEINLET UP TO 3 1/2" WIDE
RICH GALENA STRINGER UP TO 1 1/2" WIDE
MINOR SULFIDES IN STRUCTURE ON SOUTH WALL, NONE VISIBLE IN NORTH WALL
USGS. 2
FAULT STRUCTURE - HIGHLY ALTERED AND MUCH CLAY GOUGE
NO. 203 3.0' 0.001 16.22 0.05 1.10 0.50
NO 202 0.5' 0.002 37.42 0.15 5.97 3.10
NO 201 0.7' 0.001 20.24 0.03 0.73 NO
UP TO 0.6 BARITE, PYRITE - MINOR SPAL. AND GALENA.
USGS. 3
USBM. 411
USGS. 4
NO. 182 0.5' TR. 22.2 NO 8.0 25.4
NO. 181 0.23 TR. 2.3 NO 3.0 13.0
NO. 180 0.9' TR. 2.7 NO 4.3 7.4
WEAK TO STRONG SHEAR MINOR AMOUNT OF VEIN MATERIAL
0.4 - 1.5' SHEAR SOME MINOR VEIN MATERIAL
NO. 179 2.0' TR. 0.4 NO 0.3 1.4
NO. 178 0.6 0.02 11.4 NO. 0.5 5.3
NO. 177 0.6 1.9 TR. 2.0 NO. 0.4 1.4
NO. 176 TR. 5.6 NO. 0.3 4.2
RHYOLITE PORPHRY DIKE
SAMPLE NO | WIDTH FEET | AU OZ | AG OZS | CU % | PB % | ZN %
NO. 203 | 1.0' | TR. | 0.24 | 0.05 | 0.28 | 0.20
NO. 204 | 3.2' | 0.002 | 27.82 | 0.05 | 3.40 | 0.10

RECEIVED
JUL - 6 1955

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
MAY 31 1955

May 27, 1955

Mr. C. L. Hewitt, President
Boss Mines, Inc.
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA-3548 (lead-zinc)
Boss and Atlantus Mining Claims
Cascade County, Montana
Contract No. Idm-2743

Dear Mr. Hewitt:

In reply to your letter of May 24 directed to Mr. Quinlan regarding the progress on the DMEA project at the Boss Mine, Mr. Quinlan is now in the field but a copy of your letter has been forwarded to him. He plans to visit your project in the near future and can discuss the questions that you ask at that time.

Sincerely yours,

A. M. Weissenborn
Executive Officer, DMEA
Field Team, Region I
Northwest District

cc: DMEA (2)
USBM (2)
Quinlan

BOSS MINES, INC.

P. O. Box 904
HELENA, MONTANA

MINES:
NEIHART, MONTANA

PHONE 2275

REPLIED
Tal
Verne
Jack
ANSWERED

May 24, 1955.

Mr. James Quinlan
DNRA
Spokane, Wash.

Dear Mr. Quinlan;-

I should have written you before this time, but wished to see how that drift to the north, (101 drift) came out.
After you suggested a sample of each round, we started in sampling the face each round and following are the results;

	Ag	Pb	Zn
face at 71 ft from Xcut, taken 5½ ft wide	4.4	1.0	1.2
" " 80 " " " " " "	9.6	1.6	2.4
" " 84 " " " " " "	1.6	0.4	1.4
" " 88 " " " " " "	0.8	0.8	0.5

At this point the drift was discontinued.
Sample at 75 ft was lost.

We started a drift to the south on what I considered to be a faulted section of the same vein on which we drifted to the north. After cleaning off the face where we proposed to drift, a sample taken 38 in wide went 34.2 3.2
The next round was low grade and no sample taken so was discontinued after one more round in which all values excepting a very small streak disappeared.

It looks like we hit that ore in the drift in a drag and that there is a junction of two or more small veins, that get lower in grade as difting is done in either direction. There is a possibility of a small tonnage of milling ore from this point, but I do not beleive that more drifting is justified.

At the North end, or close to the end of the drift there seemed to be a split, with some of the better ore taking off to the west. We put in one round there yesterday and one today. I will send you the results of these samples next week.

I would like to push the crosscut on thru that dike and go another 200 ft which will all be well within the Boss claim. I would like to do this work before we decide on any more drifting.
We have about 100 ft left on our contract and would like to have your suggestion before we apply for additional funds to match ours.

We can take over the Hartley group on a 10% royalty basis any time we wish so if we did extend our X cut the 200 feet mentioned, we would only have aprox 200 ft or less to cut the Hartley #1 vein which was not stoped in the Hartley operations. Neither was the Hartley # 2 which lies between the # 1 and the #3. All work was done in the Hartley on the # 3 vein. I beleive there would be a large tonnage of milling ore in these two veins, also a tonnage of milling ore left in the Hartley #3, as all their ore was shipped direct.

Hoping to hear from you soon. Youre very truly,

C L Hewitt PRES.

RECEIVED
MAY 25 1955
U.S.G.S.
SPOKANE, WASH.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 31 1955

X

Defense Minerals Administration
RECEIVED
MAR 21 1955

TELEGRAM

MARCH 15, 1955

C. L. HEWITT, PRESIDENT
BOSS MINES, INC.
545 N. RODNEY ST.
HELENA, MONTANA

RE DOCKET NO. DMEA-3548, PERMISSION GRANTED TO EXTEND CROSSCUT ADDITIONAL 75 FEET TO POINT 400 FEET FROM ORIGINAL STARTING POINT OR UNTIL VEIN IS ENCOUNTERED, WHICHEVER OCCURS FIRST.

A. E. WEISSENBORN
EXECUTIVE OFFICER, DMEA FIELD TEAM
REGION I

OFFICIAL BUSINESS
CHARGE TO: U. S. GEOLOGICAL SURVEY
SO. 157 HOWARD STREET
SPOKANE 4, WASHINGTON
GOVERNMENT RATE

cc: Docket
Geologist (Quinlan)
Outgoing
Chrono
USBM (2)
Confirmation
USBM (AD)
DMEA (2)

SWANSEA MINES, INC.

P. O. Box 904
HELENA, MONTANA

OFFICE OF
C. L. HEWITT, PRESIDENT

PHONE 2275

DMEA c.c.
458m c.c.
458m(AD)

March 12, 1955.

Mr. A. E. Weissenborn
Executive Officer DMEA
South 157 Howard Street,
Spokane, Wash.

Boss Mines Inc.
Docket # DMEA 3543
Contract I D M-E 743.

Dear Mr. Weissenborn;-

I have just returned from our Boss Mines project in Neihart.

The crosscut has now advanced aprox 325 ft. There is no evidence of the large vein that we are driving for and at this point, we should be into it.

We have had a few small streaks of ore, from ¼ inch up to 3" with good lead and zinc sulphides, for the last 20 ft. However, there is nothing that looks like a vein structure and no change in formation, just the pink Gneiss, fairly hard. We have had a large amt of water comming in, but now it is practically dry.

I am a little worried about the showing, however, the formation and small fissures are standing more vertical than shown on the surface and if the vein has straightened up we would not be quite far enough to be under it. It could also have reversed the dip and be farther ahead than anticipated.

This comming week should put us to the limit of the authorized crosscut distance and it is this point I should like to discuss with you.
I would like to be authorized to continue the crosscut, straight ahead for another 75 ft, in the event there is nothing showing before we reach our authorized distance.
This Footage To Be TAKEN FROM OUR DRIFTING ALLOWANCE.
If we do not have this authority to continue, we will be in a position of losing some time, so I will greatly appreciate an early reply.

Yours very truly,

C.L. Hewitt
Boss Mines Inc.

3-15-55
Wire authorizing said total crosscut footage as requested
Jim

RECEIVED
MAR 14 1955
U.S.
SPOKANE, WASH.

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
JAN 10 1955

January 7, 1955

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

Re: Docket No. DMEA-3548 (lead-zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana

Dear Mr. Selfridge:

Enclosed are the Government, Docket, and Division copies of Exploration Project Contract No. Idm-E743. Owner's Consent to Lien forms covering both the Rochester and Unity claims have been obtained and are attached to each copy of the contract. The date of December 17, 1954, has been inserted in Article 3 of the contract.

Enclosed is Option and Lease executed by L. B. Esselstyn as receiver of Broadwater Consolidated Mines, Inc., and by C. L. Hewitt, president of Boss Mines, Inc. We believe this fulfills the requirements mentioned in J. L. Hofflund's memorandum of November 30, 1954, wherein he states that the contract can be executed "subject to the submission of evidence of a sufficient interest in the Rochester and Unity claims for the purposes of the contract (this is in addition to the easement to use the Rochester tunnel)...." The nature of the interest has been filled in in Annex I.

Distribution of the contract is being made in the usual manner.

Sincerely yours,

A. E. Weissenborn

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

Attachments
cc: USBM (2)
Finance Office w/encl.
Quinlan

Helena Montana. Dec 30,1954.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 10 1955

Mr. A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region 11
Spokane, Wash.

Dear Mr. Weissenborn:-

I am enclosing the 5 executed copies of our contract and trust you will find everything in order.

Please advise as to how we should proceed now and let us know whether there will be an engineer over here to look over the work we have completed.
The boys are laying off from Xmas to New Years but we will be back on the job on January 3, to push ahead with the Xcut.
The ground is hard but not too bad drilling and breaks nicely. We can pull a full 5 feet per day.
We have installed electric power which will be in service next week so will have ample air then for 3 machines as I have installed an electrically operated air compressor which I had on hand.

We will be glad to see one of your engineers over here any time but should know a day or two in advance as the half mile from the highway is icy and steep. We use our 4 wheel equipment although up until now, I have been able to make it up there with my car without trouble. If we knew when he was comming, we would meet him at the bottom of the hill. Otherwise, I would advise him to drive to the foot of the hill, leave his car there and walk up. We can then come down and get his gear. It would only be about 1500 ft to walk.

Thanking you for your cooperation and assuring you that we will do our best to make a real producer here. I am sure we will as we have some splendid ore in sight now in a 3 ft vein, good lead and silver- 7% Pb and 45 oz Ag. 1% Zn.

Yours very truly,

CL Hewitt Pres
Boss Mines Inc.
P O Box 904
Helena, Mont.

Charles E. Pew
Attorney at Law
314 FULLER AVENUE
HELENA, MONTANA

December 22, 1954.

Hon. A. E. Weissenborn,
Executive Officer, U.S.
Geological Survey,
So. 157 Howard Street,
Spokane 4, Washington.

In re: Docket No. DMEA 3548 (lead-zinc) Boss Mines, Inc. Boss and Atlantus, Cascade County, Montana.

Also re. Consent to Lien upon Rochester and Unity.

Dear Mr. Weissenborn:

In accordance with the terms of your favor of the 17th inst., addressed to C. L. Hewitt, President of Boss Mines, Inc., and our phone conversation of last Monday, I enclose herewith documents as follows:

1. Three copies of option and lease from L. B. Esselstyn, Receiver of Broadwater Consolidated Mines.

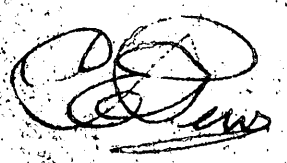
2. Six copies of Consent to Lien, each executed by L.B.Esselstyn as such Receiver, each copy bearing as Exhibit A thereto a certified copy of the order of Court authorizing said Receiver to execute such consent.

3. Map showing the progress of the cross-cut tunnel.

I would appreciate it if, upon receipt and examination of these documents, you would wire me at my expense whether they satisfy your requirements. We are anxious to complete the filing before the December 31st dead line.

Thanking you for your courtesies, I am, wishing you a happy holiday season,

Yours very truly,



RECEIVED
DEC 27 1954
U.S.G.S.
SPOKANE, WASH

Minerals Administration
RECEIVED

No. 157 Howard Street
Spokane 4, Washington

December 27, 1954

Mr. C. L. Hewitt, President
Boss Mines, Inc.
Box 904
Helena, Montana

Re: Docket No. DMEA-3548 (lead-zinc)
Boss and Atlantus property
Cascade County, Montana

Dear Mr. Hewitt:

This will acknowledge receipt of the documents and map sent under cover of Mr. Few's letter of December 22, 1954, in compliance with our letter of December 17, 1954, to you.

In accord with our letter of December 17, we are enclosing the original and five copies of a contract for exploration of the Boss and Atlantus property. If this contract meets with your approval, please sign all copies, retain the one marked for the Operator, and return the remaining copies to this office.

If any part of the contract is unacceptable, please return all copies to this office with your comments.

We wish to take this opportunity of wishing you the best of luck on the project.

Sincerely yours,

A. R. Weissenborn
Executive Officer, DMEA
Field Team, Region IX

Enclosure

cc: Mr. C. E. Few
314 Fuller Avenue
Helena, Montana

DMEA (2)
USBM
Quinlan

So. 157 Howard Street
Spokane 4, Washington

December 17, 1954

Air Mail

Docket

Betty

Mr. C. L. Hewitt, President
Ross Mines, Inc.
Box 904
Helena, Montana

Re: Docket No. DMRA-3948 (lead-zinc)
Ross Mines, Inc.
Ross and Atlantus
Cascade County, Montana

Dear Mr. Hewitt:

Reference is made to your letter of December 15, 1954, and your telephone conversation of December 16, 1954, with Mr. Quinlan of this office in regard to the captioned docket.

A contract for the exploration of the Ross and Atlantus property will be mailed to you for your approval and signature upon receipt and acceptance of the following documents:

(1) One copy of Lease and Option Agreement between Ross Mines, Inc., and owners of the Rochester and Unity claims.

(2) Six copies of Form MF-203, Owner's Consent to Lien agreement, covering the Rochester and Unity claims.

We regret that the Owner's Consent to Lien agreement covering the Rochester and Unity claims submitted with your letter of December 15, 1954, cannot be used because of the reference made in it to Article 7 of contract form MF-200A. This reference is incorrect as the form which has been used for the Ross and Atlantus contract is MF-200. In this contract form the article concerning royalty payments to which your reference is intended is Article 8. This, incidentally, is identical to Article 7 of contract form MF-200A. When we sent you the copies of form MF-200A we did not know which form the contract would be prepared on, nor did we know that you intended to attach a blank copy of the contract to the Owner's Consent to Lien form. Therefore, it will be necessary for you to have a new Owner's Consent to Lien prepared to cover the Rochester and Unity claims. We do not feel that any specific reference need be made in the new form to any article of the contract as the lien form itself makes specific reference to the contract.

In reply to the question raised in your letter of December 15, 1954, regarding work performed prior to execution of a contract, it is not possible for DMEA to participate in any costs incurred before the date of a contract. In your particular case, the proposed contract is dated December 7, 1954. If it is possible for you to send us the required legal documents by December 31, 1954, the effective date of the contract will remain December 7, 1954. If you are not able to meet this time deadline, the contract date will have to be advanced to the date when we receive the required documents.

It would be appreciated if you would send us a map showing us the work you have completed and the position of the crescent face on December 7, 1954.

By Field Team, Region II

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

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

Enclosures

cc: USGS (2)
DMEA (2)
Quinlan

DMEA

DEPARTMENT OF THE INTERIOR
Bureau of Mines
DEC 27 1954

Helena, Montana. December 15,1954.

Mr. A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region 11
So. 157 Howard Street
Spokane 4, Wash.

Re Docket No. DMEA-7548 (Lead-Zinc)
Boss Mines Inc.
Boss and Atlantus Claims
Cascade County, Montana.

Dear Mr. Weissenborn;-

Your letter of November 30th requesting additional "Owners Consent To Lien" was duly received.
Enclosed please find the executed copies from both parties. It took a little longer than expected as the Rochester and Unity claims on which we have a right of tunnel way agreement as well as a lease and option, is in receivership and required the approval of court order which you will find attached.

I hope that everything is in order and that the loan will be approved.

Due to the general winter conditions in the Neihart district, we wished to get started as soon as possible,so I went ahead in September and have completed the following jobs up to date.
Bulldozed off aprox 65 ft of the old tunnel entrance,back to solid rock formation.
Made new portal, cleaned out the 550 ft of tunnel which by the way was in excellent condition.
Laid second hand 25# rail all the way.
Installed 3" air line and one inch water line for drilling.
Timbered the caved section near face.
Installed 12 inch metal ventillating pipe and blower.
Built a substantial building, 32 X 40, to house compressor,change space, truck and snow plow space and shop.
Installed portable compressor,gasoline(on rental basis).
Built road to tunnel site and cleared out all small jack pine near building.
Advanced tunnel 110 ft to date,on course 23 degrees easterly from Rochester tunnel course(as recommended by DMEA in Zorn contract).
Have just completed digging holes for power poles and will have electric power installed this week.

I have completed this work on mostly borrowed money but have done it at one half the cost that we could have done it had we waited until heavy snow conditions would make the work so costly.

We have cut some nice stringers of galena and zinc,all nice clean sulphides with good lead values as well as good silver values. The work is interesting and encouraging with the showing we have.

I hope that this work will meet with the approval of the DMEA and that the allowances will be retroactive. We are furnishing all equipment on our own so that the loan can be used for actual development work.

If I can expedite matters by coming to Spokane, please phone me at 3275 Helena collect,and if I am at the mine, Mrs Hewitt will let me know.

Yours very truly,
Boss Mines Inc.
C.L.Hewitt,Pres.
Box 904, Helena Montana.

RECEIVED
DEC 16 1954
U.S.
SPOKANE, WASH.

File Copy
Surname
J.W. Alt
Finnard
Chandler
Selfridge
H. Johnson

UNITED STATES
DEPARTMENT OF THE INTERIOR 500
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

DEC - 7 1954

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

Re: Docket No. DMEA-3548 (Lead-Zinc)
Boss Mines, Inc.
Boss and Atlantas Claims
Cascade County, Montana

Dear Mr. Weissenborn:

We are enclosing the original and five copies of the cited contract signed by this office for the Government, together with Annex I, Exhibit "A" (3 pages), and one map.

For your information we are enclosing copies of the memorandum from the Acting Assistant Solicitor, Defense Minerals, dated November 30 1954. Also enclosed are the Owner's Consent to Lien, which were submitted with the application. Please obtain new Owner's Consent to Lien and attach them to the contracts.

If the contract meets with your approval, kindly present it to the Applicant for approval and signature and, when completed, distribute the copies in the usual manner. In the event that the contract is not satisfactory and cannot be amended within your delegated authority, return all copies with your recommendation concerning any modification.

It will be necessary to insert in the contract, in the space provided under Article 3, the number of days from the date of the contract in which work shall commence.

Enclosed are copies of memorandums from the Commodity members, E. L. Newcomb, USGS, and O. M. Bishop, USBM, dated October 27 and November 9, 1954 respectively.

Sincerely yours,
George C. Selfridge
Chairman, Operating Committee

Enclosures 5

JWAlt/er 12/2/54
Copy to: Docket
Admr R. File
Op. Committee
Base Metals
Mr. Bishop, USBM
Mr. Kiilsgaard, USGS
Chron.

APPROVED:

J. H. Hedges
Member, Bureau of Mines

Thor H. Kiilsgaard
Member, Geological Survey

P. S. Please be sure that all the conditions in Mr. Hofflund's memorandum are fulfilled before presenting the contract to the Applicant for signature.

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

November 30, 1954

Memorandum

To: The Administrator, DMEA
Attention: W. R. Griswold

From: Acting Assistant Solicitor, Defense Minerals

Subject: Boss Mines, Inc., Cascade County, Montana, Docket No. DMEA-3548 (Lead-Zinc)

There is attached, in satisfactory legal form for execution, a contract covering the above described project, subject to the submission of evidence of a sufficient interest in the Rochester and Unity claims for the purposes of the contract (this is in addition to the easement to use the Rochester tunnel), and the nature of the interest (lease, etc.) is to be filled in in the blanks provided in Annex I/ and subject to the attachment of Owner's Consent to Lien covering the Rochester and Unity claims as well as the Boss and Atlantus claims.

In regard to the Owner's Consent to Liens, the forms should name the Operator as Boss Mines, Inc., not C. L. Hewitt as in the forms dated August 28, 1954, which are in the docket and which are not acceptable.

J. L. Hofflund
Acting Assistant Solicitor
Defense Minerals

HCRubin:gjb
Copy to: Solicitor's Docket
DMEA Docket
W. R. Griswold
J. L. Hofflund
Chron. File

XXXXXXXXXXXXXXXXXXX
So. 157 Howard Street
Spokane 4, Washington

November 30, 1954 alc Betty

Docket

Mr. C. L. Hewitt
P. O. Box 904
Helena, Montana

Re: Docket No. DMEA-3548 (lead-zinc)
Boss Mines, Inc.
Boss and Atlantus Claims
Cascade County, Montana

Dear Mr. Hewitt:

We have received a request from Washington to obtain from you additional "Owner's Consent to Lien."

Specifically, it will be necessary to obtain an Owner's Consent to Lien from the Heibert Consolidated Silver Mining Company covering Boss Lode Mining claim, Patent No. 3129, and Atlantus Lode Mining Claim, Patent No. 3128 made out to Boss Mines, Inc.

Further, part of the new crosscut will be in the Rochester claim. It will be necessary, therefore, to have an Owner's Consent to Lien on the Rochester Mining Claim, Patent No. 2866.

Enclosed are 14 copies of MF-203. Would you have them executed as soon as possible. If the three claims have the same owner only one set of MF-203 forms will be necessary. Otherwise, two sets of forms will be required.

Please have the signers show their addresses on the back of form MF-203.

Very truly yours,

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

Enclosure

cc: DMEA (2)
USBM (2)
Quinlan

File Copy
Surname
J. ALP.

UNITED STATES
DEPARTMENT OF THE INTERIOR 500
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

November 18, 1954

Memorandum

To: Acting Assistant Solicitor, DMEA

From: Chief, Base Metals Division

Subject: Preparation of Contract for Boss Mines, Inc., Cascade County, Montana, Docket No. 3548 (Lead-Zinc)

Will you please prepare a contract for the cited application. A draft of this contract is attached to this memorandum.

W. H. Grimwood

JWAlt/er 11/18/54

Copy to: Docket
Base Metals
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR 500
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

November 16, 1954

Memorandum for the Files

From: J. W. Alt, Base Metals Division

Subject: Boss Mines, Inc. Boss & Atlantus Claims, Cascade County, Montana, Docket No. DMEA-3548

On this date I phoned A. E. Weissenborn, Executive Officer, Region II, he was not in the office, I talked to V. C. Fryklund, USGS and informed him that we were preparing a contract for the cited application. That in the ground to be included in this contract, the Applicant should be requested to obtain leases on the Rochester Claim and on the Unity Claim as part of the proposed work was to be done on these claims. Applicant should also obtain Owner's Consent to Lien on the these leases and also Owner's Consents to Lien on Boss and Atlantus leases. Mr. Frylund informed me that he would immediately contact the Applicant in regard to the above matter.

This application is the same as that of Glenn Zorn & C. E. Vanman, Docket No. DMEA-2015 and who had been given a contract No. Idm-E307 which had been rescinded on August 14, 1952, before any work had been done. The date of this contract is April 28, 1952.

Informed Mr. Fryklund that we would proceed to draw up the contract and would include the Rochester and Unity Claims in the ground of the contract which be subject to royalty payments.

J. W. Alt

J. W. Alt

Copy to: Docket
Base Metals
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 10 1954

November 9, 1954

Memorandum

To: W. R. Griswold, DMEA

From: O. M. Bishop, USBM, Reviewed by W. E. Lewis

Subject: Docket No. DMEA-3548 (lead-zinc), Boss Mines, Inc., Boss & Atlantus claims, Cascade County, Montana - Application for $27,865

We have reviewed the subject application and attached correspondence. We recommend the project be approved and a contract entered with Boss Mines, Inc., for carrying out the proposed exploration.

The first application (DMEA-2015) was made by Glen Zorn and C. E. Vanman. Exploration was recommended by the field team in a memorandum dated February 8, 1952. Contract Idm-E307 was signed April 26, 1952 by the Government. The contract was rescinded on August 14, 1952 because the work had not started after two amendments extended the starting date. It was evident that the operator did not have his share of the exploration funds and did not have them at the time of making the application and signing the contract.

Mr. C. L. Hewitt, who now has the property under lease, has submitted the subject application under the name, Boss Mines, Inc. The current proposal is essentially the same as the previous contract project: 550 feet of adit rehabilitation, 350 feet of crosscutting and 300 feet of drifting. We note that the 300 feet of drifting is 100 feet more than contracted for under DMEA-2015, but consider it appropriate.

In view of the fact that a contract was previously given for exploration of the Boss and Atlantus claims, and the proposal is economically sound, we recommend the project be approved as a contract under DMEA-3548.

We recommend the costs for the project be based on the memorandum submitted by Mr. S. W. Zoldok (memorandum October 21, 1954) as they are more in line with the costs of the contract project (DMEA-2015) approved April 26, 1952, and are based on wide DMEA experience.

O. M. Bishop

O. M. Bishop

IN REPLY REFER TO:

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

OCT 29 1954

October 27, 1954

Re: DMEA-3548
Boss Mines, Inc.
(Boss & Atlantus Claims)
Cascade Co., Montana
$27,865 - Lead-Zinc

Memorandum

To: W. R. Griswold, Defense Minerals Exploration Administration

From: E. L. Newcomb, U. S. Geological Survey

Subject: Review of application

The applicant's claims were formerly leased from the Neihart Consolidated Silver Mining Co. by a partnership, Glenn Zorn and C. E. Vanman. These partners were awarded a DMEA contract to explore the veins on the Boss and Atlantus claims. No work was done and the contract was rescinded on August 14, 1952.

A field examination was made in connection with the Zorn and Vanman application (Docket No. 2015) which recommended approval of a project involving 540 feet of rehabilitation work, 350 feet of crosscutting and 200 feet of drifting.

The present proposal is similar to the contract project except that 300 feet of drifting is requested.

Inasmuch as favorable consideration has been previously given to exploration work on the Boss and Atlantus claims, I recommend the project be approved as a contract for Boss Mines, Inc.

E. L. Newcomb

E. L. Newcomb

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

October 25, 1954
Subject: DMEA-3548
Re: Exploration Assistance
Boss and Atlantus

Boss Mines, Inc.
c/o C. L. Hewitt
545 N. Rodney St.
Helena, Montana

Gentlemen:

The receipt of your application dated September 11, 1954 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3548 and referred to the Base Metals Division.

Kindly identify all future correspondence relating to your application by this docket number.

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

60932

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

October 25, 1954

Memorandum

To: Executive Officer, DMEA Field Team, Region II

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

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

DMEA-3548 Boss Mines, Inc.

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

MINING CLAIMS OF THE

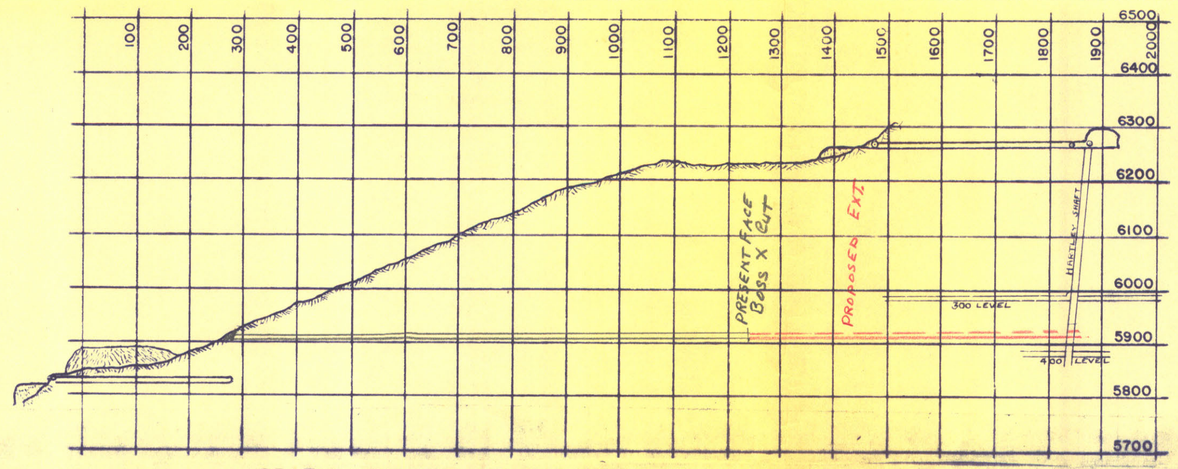
NEIHART CONSOLIDATED SILVER MINING CO.

AND ADJOINING CLAIMS

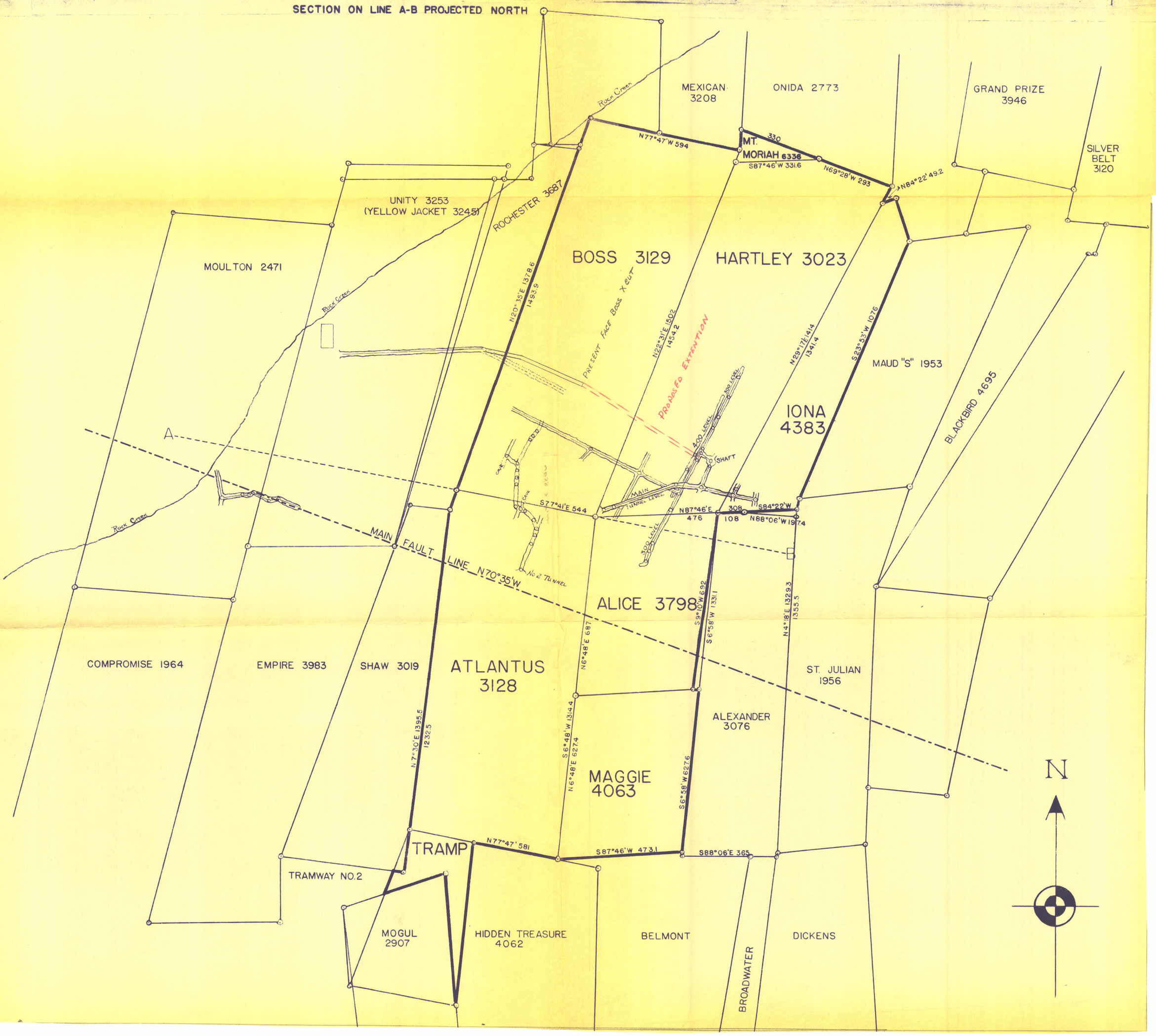
NEIHART, MONTANA

SCALE 1 INCH = 200 FEET

BOSS MINES INC.



SECTION ON LINE A-B PROJECTED NORTH



Docket No. DMEA-3548

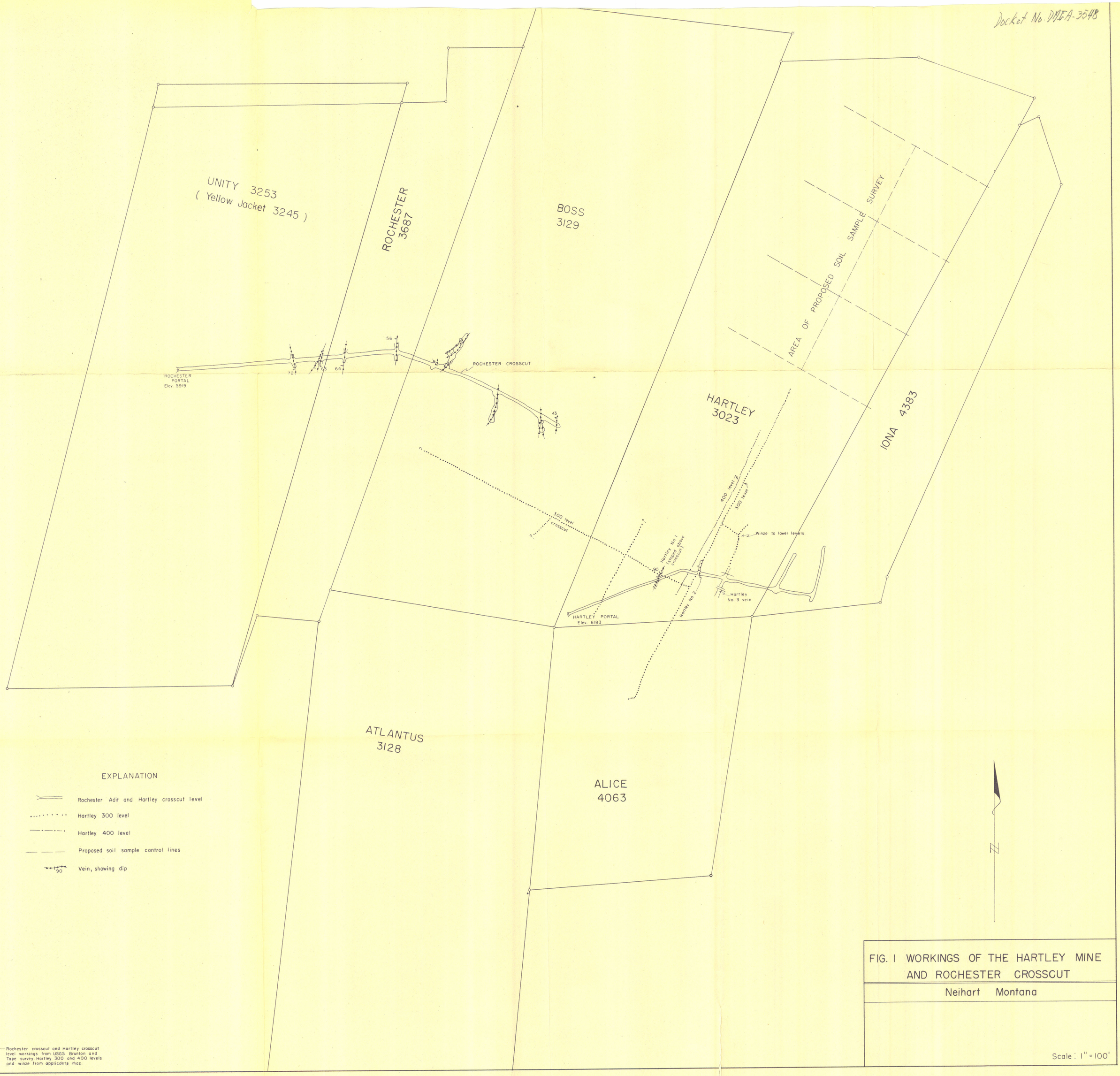
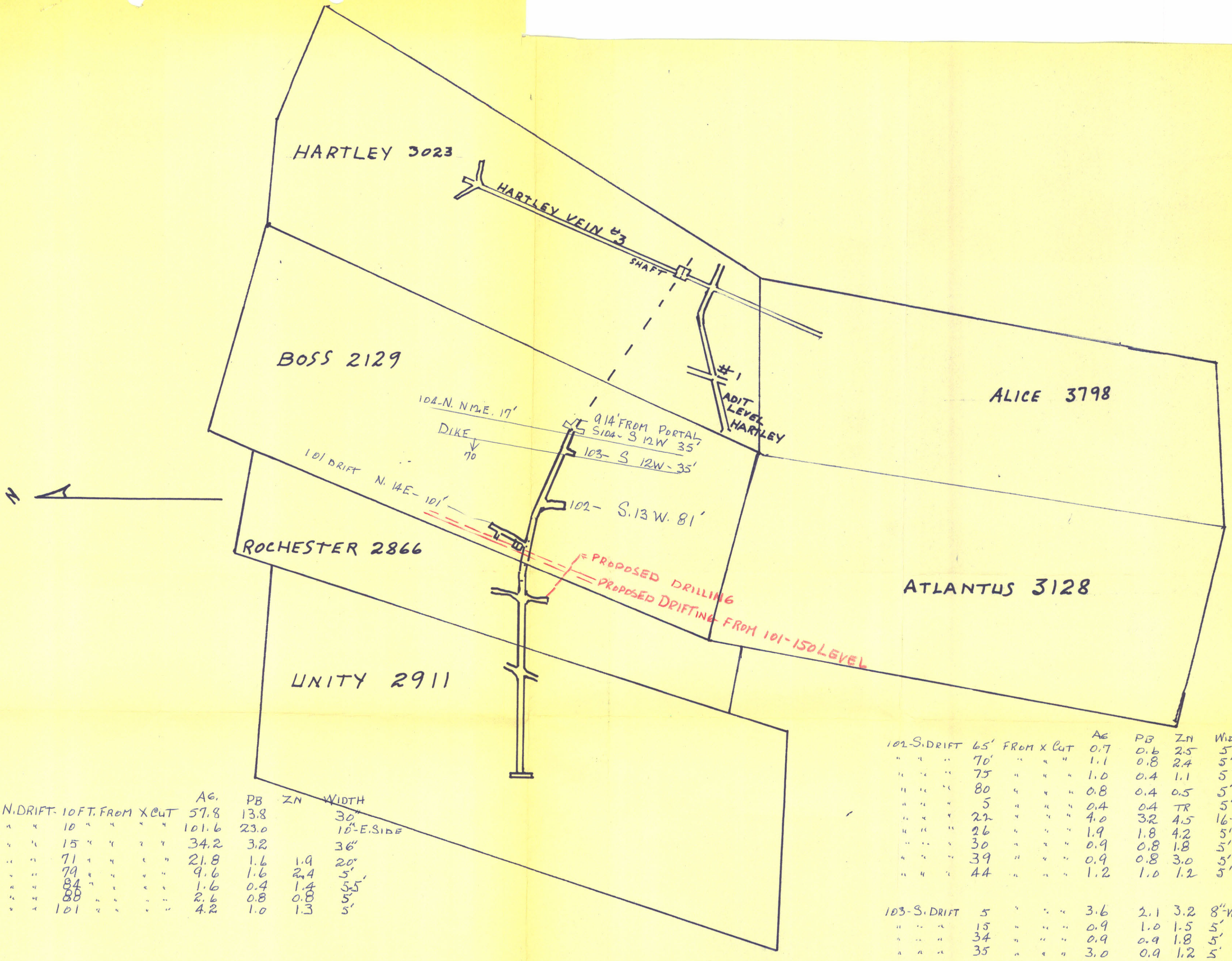


FIG. 1 WORKINGS OF THE HARTLEY MINE AND ROCHESTER CROSSCUT

Neihart Montana

Scale: 1" = 100'

NOTE — Rochester crosscut and Hartley crosscut level workings from USGS Brunton and Tape survey. Hartley 300 and 400 levels and winze from applicants map.



			Ag.	PB	ZN	WIDTH
101-N. DRIFT-	10 FT.	FROM X CUT	57.8	13.8		30"
" " "	10 "	" " "	101.6	23.0		10"-E. SIDE
" " "	15 "	" " "	34.2	3.2		36"
" " "	71 "	" " "	21.8	1.6	1.9	20"
" " "	79 "	" " "	9.6	1.6	2.4	5'
" " "	84 "	" " "	1.6	0.4	1.4	5.5'
" " "	88 "	" " "	2.6	0.8	0.8	5'
" " "	101 "	" " "	4.2	1.0	1.3	5'

			Ag	PB	ZN	WIDTH
102-S. DRIFT	65'	FROM X CUT	0.7	0.6	2.5	5'
" " "	70'	" " "	1.1	0.8	2.4	5'
" " "	75	" " "	1.0	0.4	1.1	5'
" " "	80	" " "	0.8	0.4	0.5	5'
" " "	5	" " "	0.4	0.4	TR	5'
" " "	22	" " "	4.0	3.2	4.5	16-W SIDE
" " "	26	" " "	1.9	1.8	4.2	5'
" " "	30	" " "	0.9	0.8	1.8	5'
" " "	39	" " "	0.9	0.8	3.0	5'
" " "	44	" " "	1.2	1.0	1.2	5'
103-S. DRIFT	5	" " "	3.6	2.1	3.2	8"-W SIDE
" " "	15	" " "	0.9	1.0	1.5	5'
" " "	34	" " "	0.9	0.9	1.8	5'
" " "	35	" " "	3.0	0.9	1.2	5'
104-S "	5	" " "	2.1	0.8	2.6	5'
104-N "	15	" " "	2.6	0.6	2.5	5

BOSS MINES INC NEIHART

1/2" = 100FT. MONTANA.

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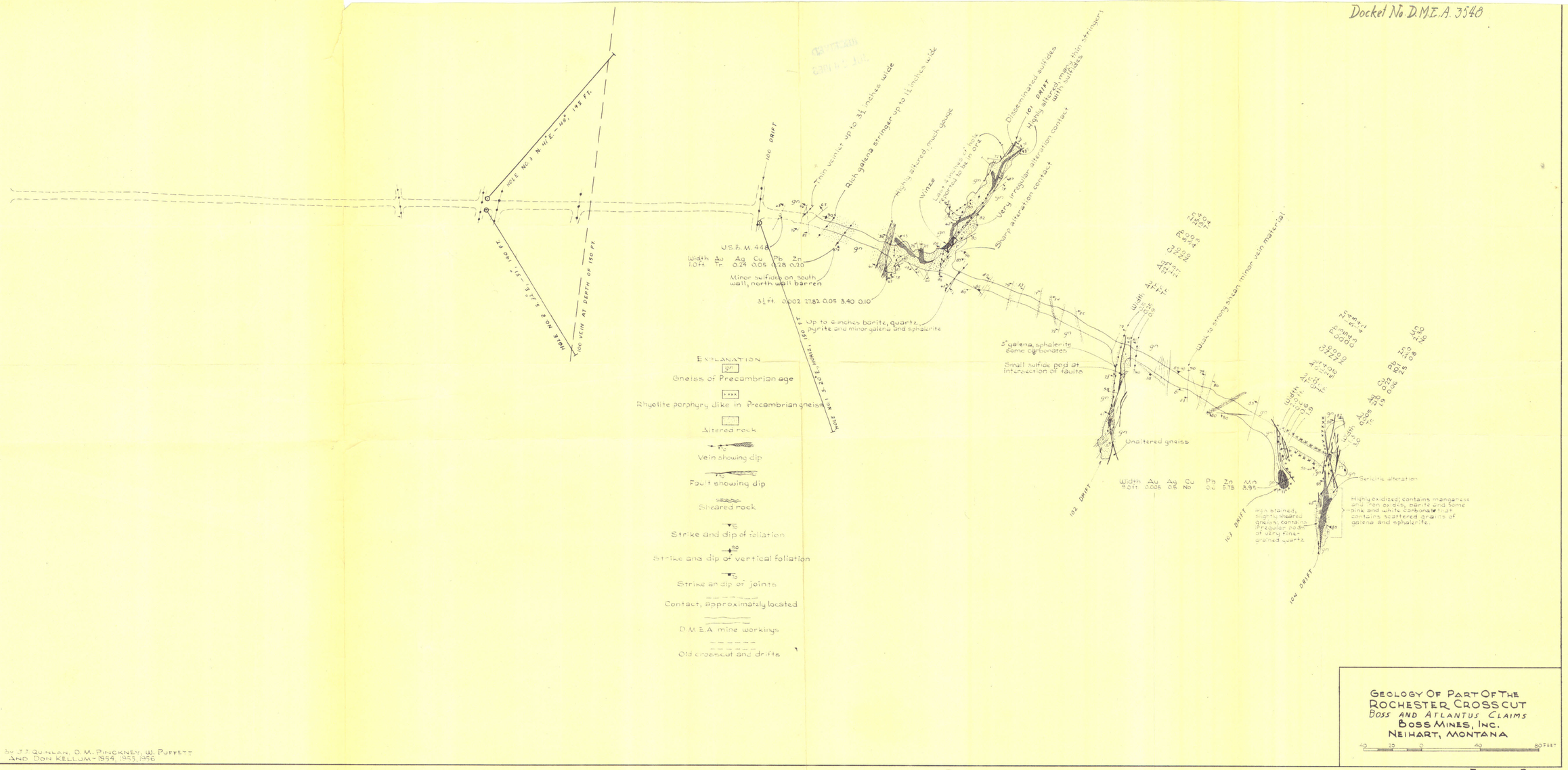


GEOLOGY OF PART OF THE
ROCHESTER CROSSCUT
BOSS AND ATLANTUS CLAIMS
BOSS MINES, INC.
NEIHART, MONTANA

40 20 0 40 80 FEET

GEOLOGY BY J.T. QUINLAN, D.M. PINCKNEY, W. PUFFETT AND DON KELLUM – 1954, 1955, 1956

FIGURE 2

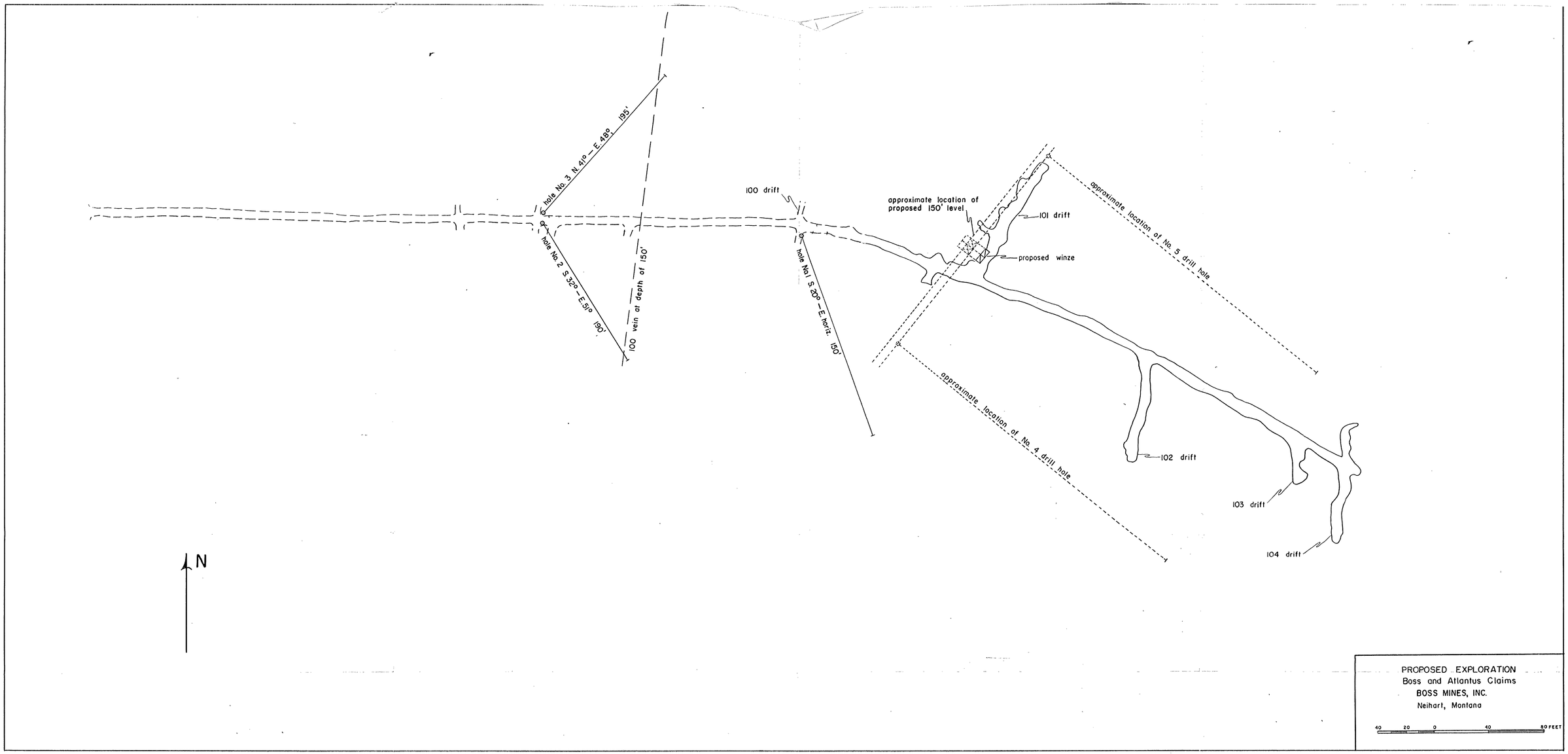
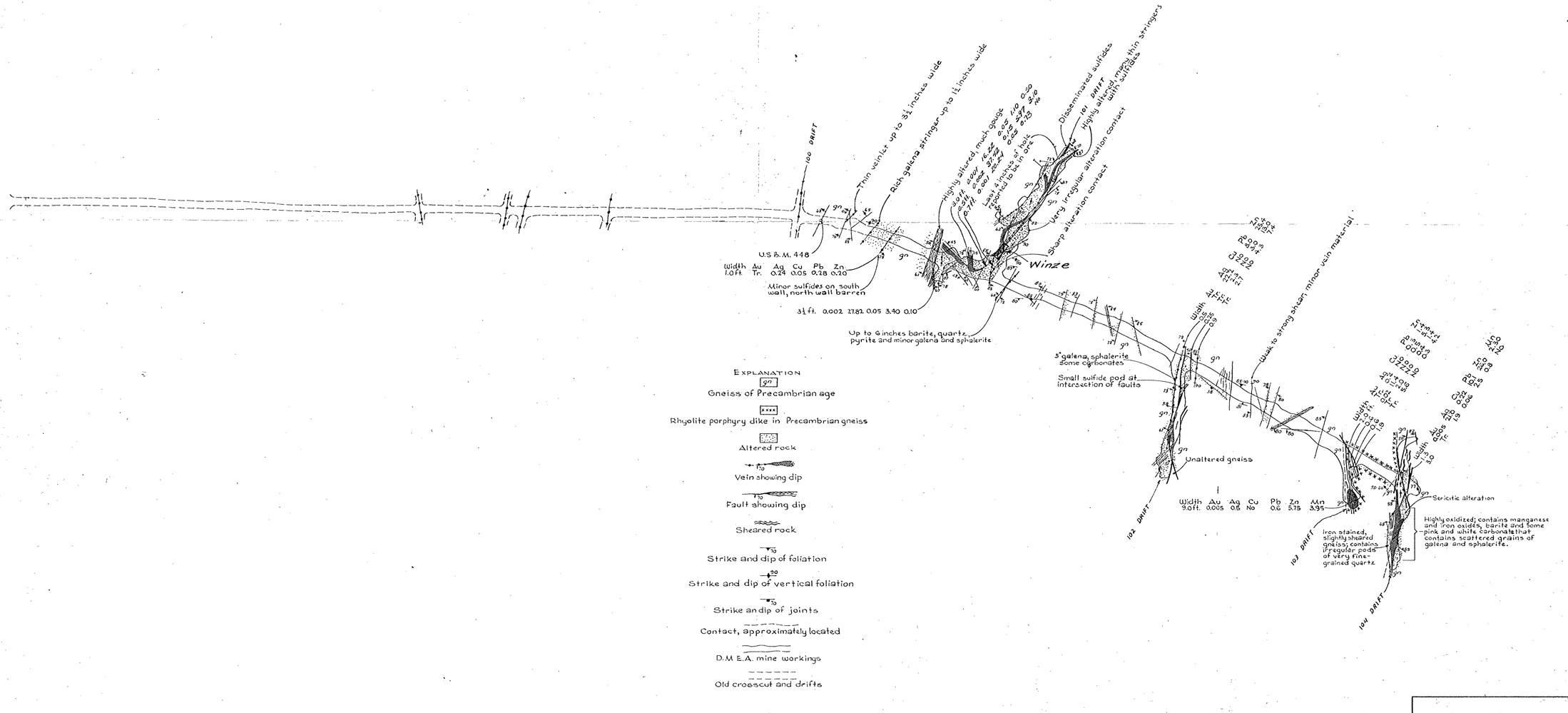
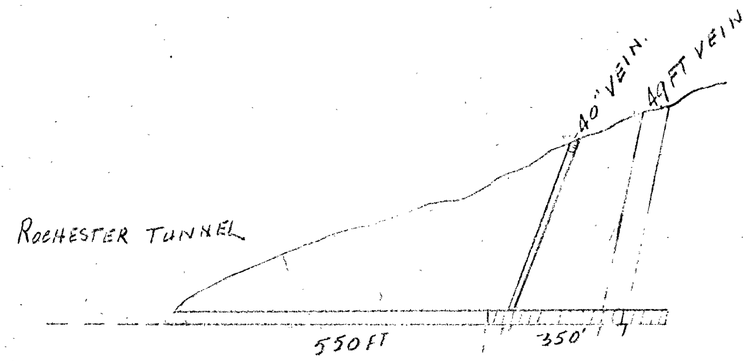

hole No. 3 N. 41° – E. 48° 195'
hole No. 2 S. 32° – E. 51° 190'
100 vein at depth of 150'
100 drift
hole No. 1 S. 20° – E. horiz. 150'
approximate location of proposed 150' level
101 drift
proposed winze
approximate location of No. 5 drill hole
approximate location of No. 4 drill hole
102 drift
103 drift
104 drift
N
PROPOSED EXPLORATION
Boss and Atlantus Claims
BOSS MINES, INC.
Neihart, Montana
40 20 0 40 80 FEET

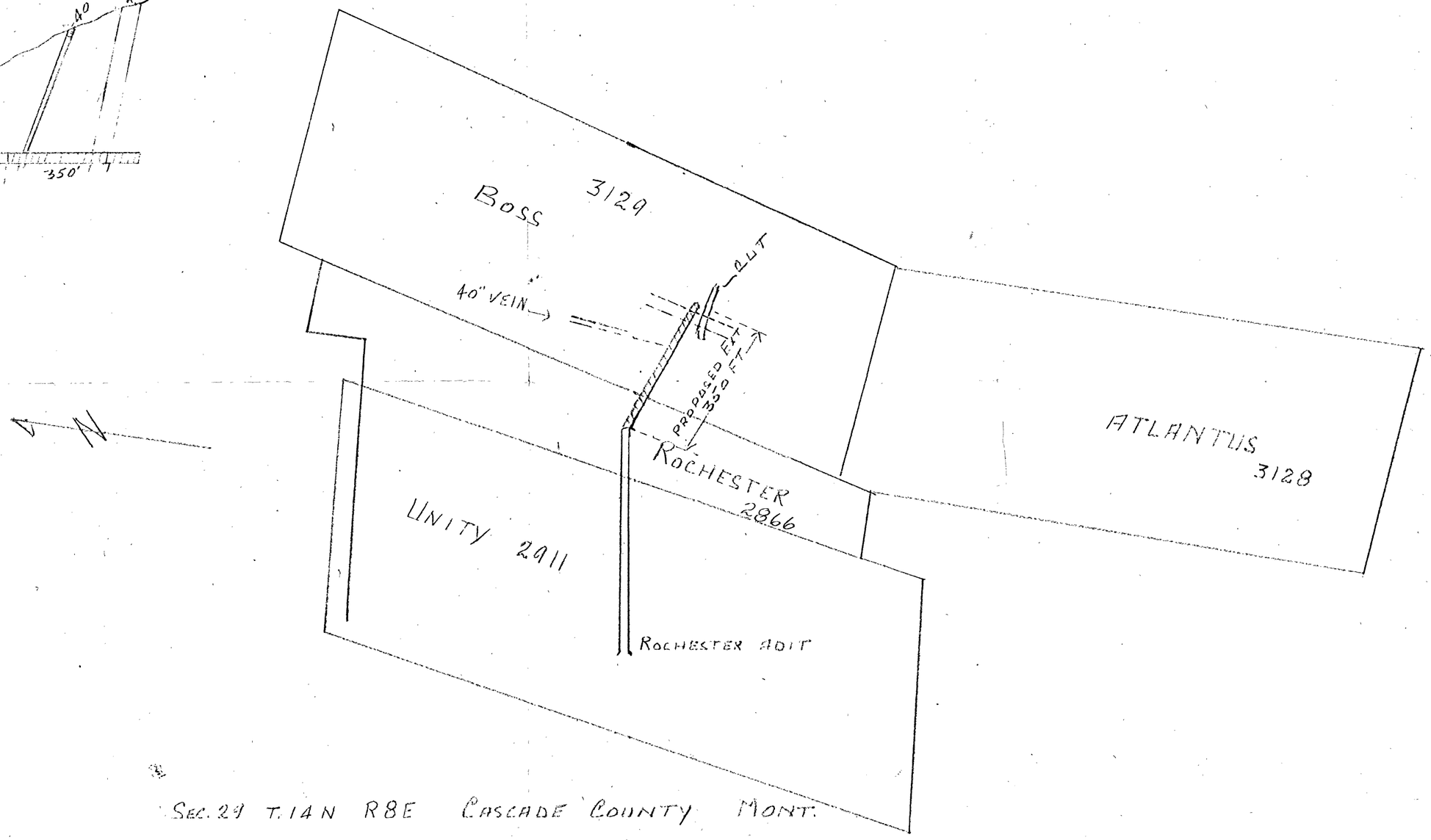
Figure 3



GEOLOGY OF PART OF THE
ROCHESTER CROSSCUT
BOSS AND ATLANTUS CLAIMS
BOSS MINES, INC.
NEIHART, MONTANA

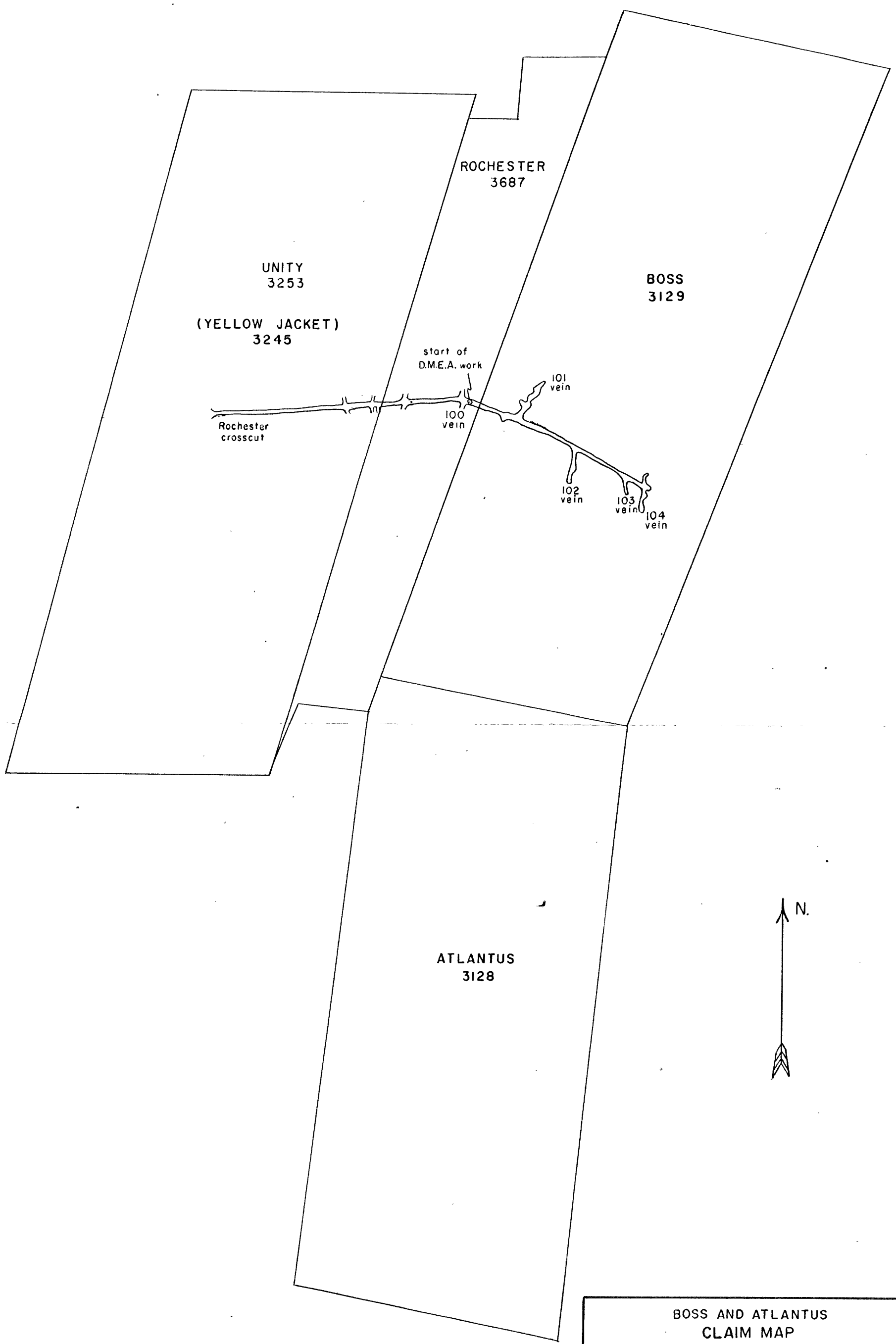
* GEOLOGY BY J.J QUINLAN, D.M. PINCKNEY, W. PUFFETT AND DON KELLUM - 1954, 1955, 1956





SEC. 29 T. 14 N R 8 E CASCADE COUNTY MONT.

1/2" = 1 FT C L HEWITT

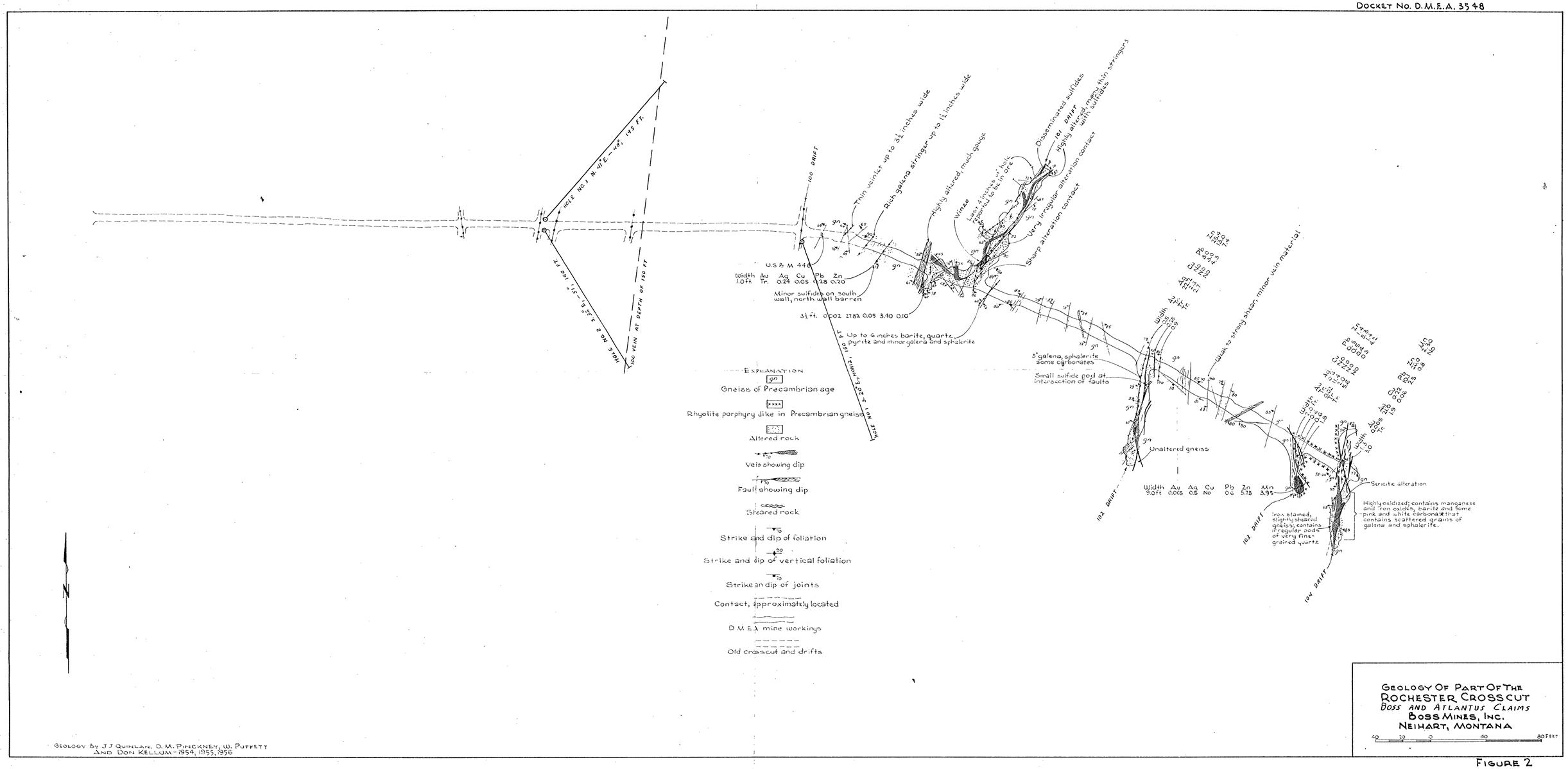


Claims from old map,
underground workings by
J. Quinlan and D.M. Pinckney
U.S. Geol. Survey 1954 and 1955

BOSS AND ATLANTUS
CLAIM MAP
SHOWING THE ROCHESTER CROSSCUT

200 100 0 200 400 FEET

FIGURE I



GEOLOGY OF PART OF THE
ROCHESTER CROSSCUT
BOSS AND ATLANTUS CLAIMS
BOSS MINES, INC.
NEIHART, MONTANA

40 20 0 40 80 FEET

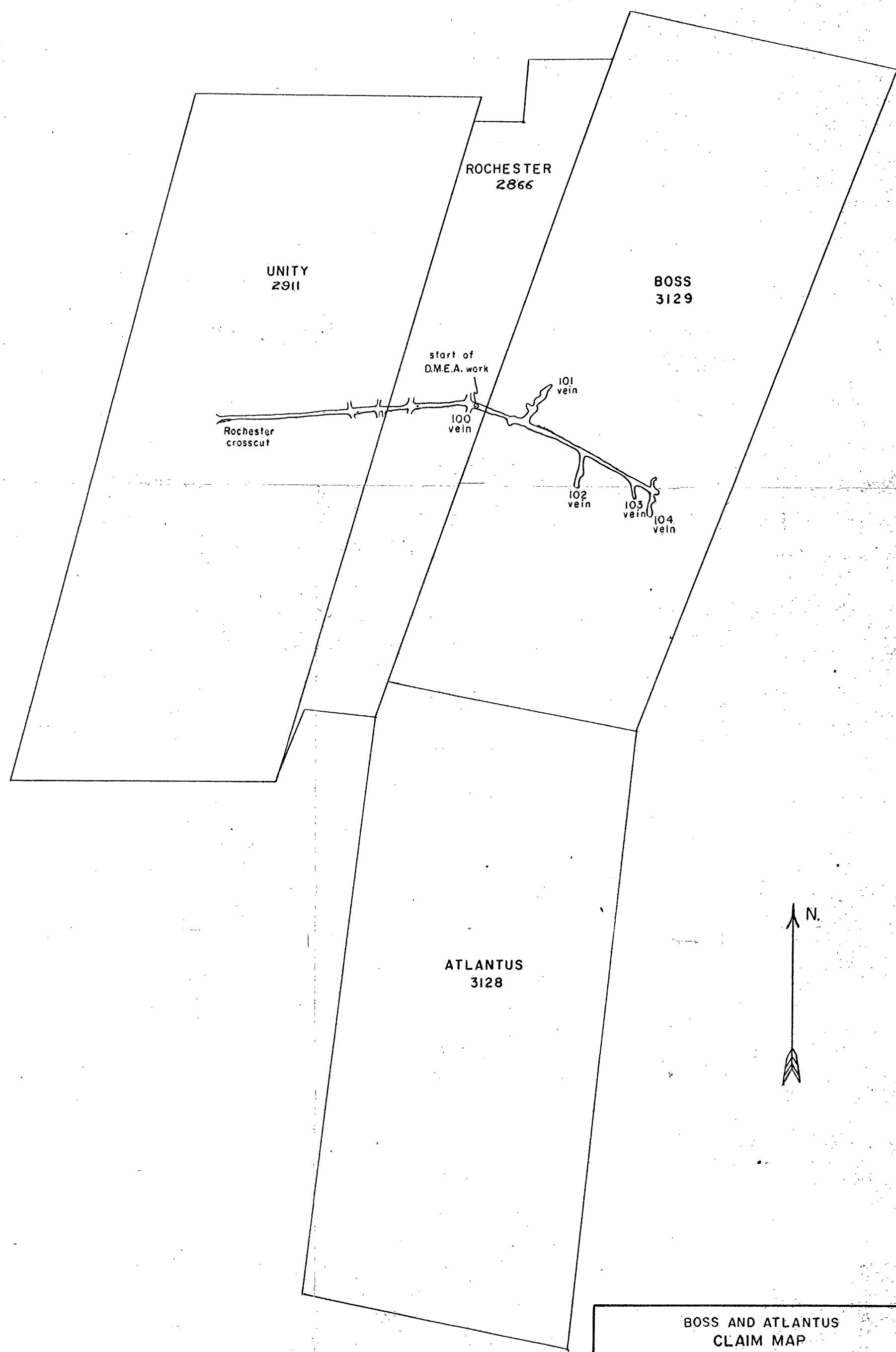
GEOLOGY BY J.J. QUINLAN, D.M. PINICKNEY, W. PUFFETT AND DON KELLUM - 1954, 1955, 1956

FIGURE 2

UNITED STATES
DEPARTMENT OF THE INTERIOR

PREPARED FOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
FINAL REPORT

Docket No. D.M.E.A. 3548



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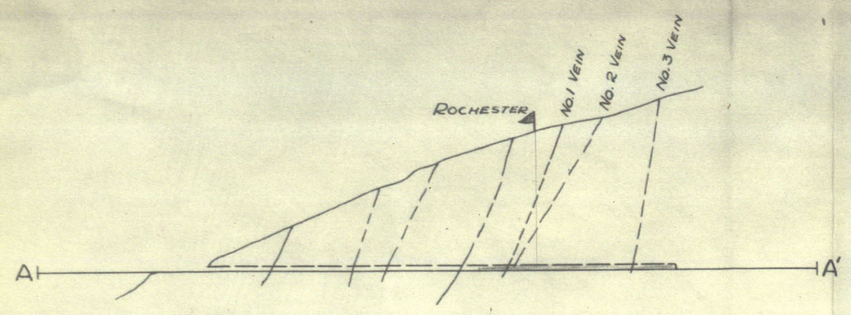
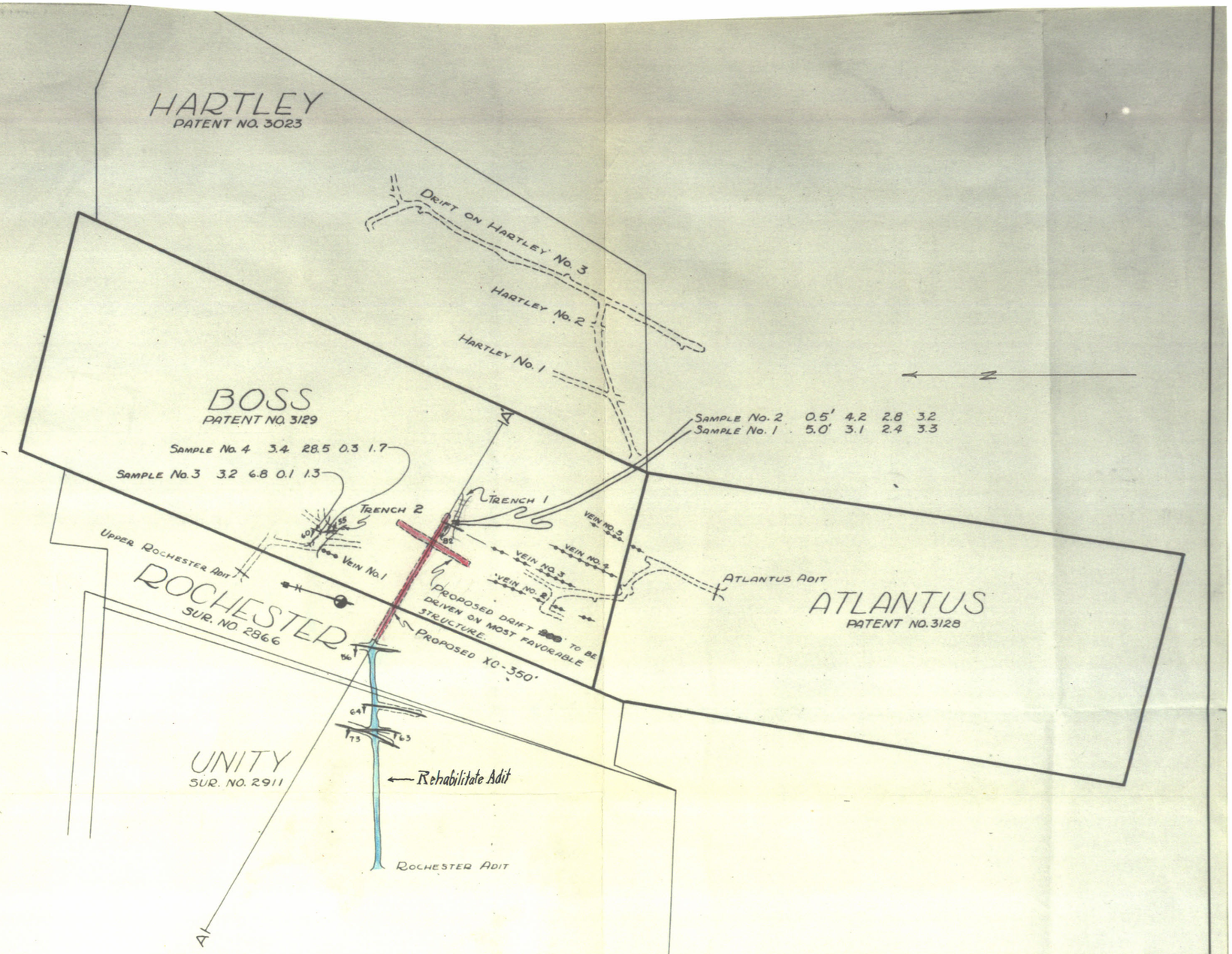
U.S. Geol. Survey 1954 and 1955

BOSS AND ATLANTUS
CLAIM MAP
SHOWING THE ROCHESTER CROSSCUT

200 100 0 200 400 FEET

PLATE I





EXPLANATION

VEINS SHOWN ON REBER'S MAP

VEINS. EXPOSURE EXAMINED BY D.M.E.A.

PROPOSED EXPLORATION

INACCESSIBLE WORKINGS

SHAFTS

TRENCH

SAMPLE NUMBER	SAMPLE WIDTH	$Ag.O_3S$	Pb%	Zn%
SAMPLE No. 1	5.0'	3.1	2.4	33

BASE REBER APRIL 1920. CLAIM OUTLINES HARTLEY, ATLANTUS ADIT, UPPER ROCHESTER ADIT QUINLAN U., PUFFETT, W. TRENCHES AND LOWER ROCHESTER ADIT. BRUNTON AND TAPE TRAVERSE, TIED INTO UPPER ROCHESTER ADIT.

MAP SHOWING VEINS, WORKING AND PROPOSED EXPLORATION PROGRAM
BOSS AND ATLANTUS CLAIMS AND VICINITY
SECTION 29 T. 14 N. R. 8 E. CASCADE COUNTY MONTANA

200 100 0 200 400 600 FEET

Docket No. DMEA-3540