DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
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LANDON F. STROBEL
Executive Secretary

AMENDED APPLICATION

FOR AID FOR AN EXPLORATION PROJECT

Pursuant To
MINERAL ORDER NO. 5, UNDER

DEFENSE PRODUCTION ACT OF 1950

ORIGINAL APPLICATION SUBMITTED
November 24, 1950

DOCKET NUMBER ASSIGNED
DMA-89
December 4, 1950

Submitted By

MT. WHEELER MINES, INC.
218 Felt Building
Salt Lake City 1, Utah

Applicant

May 23, 1951

May 23, 1951

Mr. Phillip B. Bradley, Jr., Chief
Manganese and Tungsten Branch
Defense Minerals Administration
Department of the Interior
Washington 25, D.C.

Re: Mt. Wheeler Mines, Inc.
Docket No. DMA-89
Amended Application

Dear Mr. Bradley:

On November 24, 1950, we submitted an application for a mine development loan to the Defense Minerals Administration covering our St. Lawrence lead-silver property in White Pine County, Nevada. On December 4, 1950, the above captioned docket number was assigned to that application. On December 12, 1950, a supplemental report was filed with the Administrator outlining the lead-zinc and tungsten possibilities of this property in what is known as the Pole Canyon area. On December 17, 1950, work was started in this area to explore the surface outcrop of the first limestone bed above the shale-quartzite contact. (In the Pioche area this bed is called the C.M. bed, but we have chosen to call it the Wheeler bed.) Important tungsten showings resulted from these surface cuts and trenches. In January of 1951 preparations were made to start a tunnel in the South series of E-W shear zones having favorable scheelite showings. To date, this tunnel has been advanced 105 feet on a S 80° E course on the lower lime-shale contact. At the East end of the tunnel a raise has been driven vertically to the upper lime-shale contact. The Wheeler bed at this point is 22 feet thick. From this same point a drift has been driven 30 feet South on a strong N-S fissure and has developed important tungsten showings. Fifteen mine cars of ore from the raise assayed 0.64% WO_3. Approximately 30 mine cars from the South drift will assay 1.0% WO_3 or better. We are now fully satisfied that our Pole Canyon area has every possibility of becoming a very important domestic tungsten producer.

In view of what has been accomplished in the Pole Canyon area, we respectfully request that we be permitted to amend our original application, Docket No. DMA-89, to cover a tungsten exploration project, without prejudice to the longer range lead-zinc possibilities as set forth in the original application.

The Abstract of this application, which follows this letter, will serve to give you a concise summary of our loan assistance request. The elements of this amended application are based upon the examinations and recommendations of our engineering staff derived from a careful study of the development work completed to date. The original application contains a wealth of geological information pertinent to the proposed project, and this will not be repeated here, but a detailed reference will be made to it.

To date, we have expended $19,921.07 of our funds on the Pole Canyon operation. Sufficient additional funds are available to cover our matching proportion for Phase 1 of this project as outlined herein.

We have just received the assays from the South drift development now under way. These are as follows:

No.	Description	% WO_3
404	South drift at 105' in Pole Tunnel - first 5 feet - 10 cars to stockpile	1.27
405	South drift at 105' in Pole Tunnel - 5' to 25' - 30 cars to stockpile	1.52
406	Specimen from Wheeler bed South drift at 21' - 3' bed	16.28

We believe the first two to be representative samples from the bed as mined in driving the South drift. The scheelite shows in the lower 10' section of the Wheeler bed on both sides of the South drift along its entire length and suggests the existence of a substantial tonnage of plus 1.0% WO_3 ore.

Thank you for your kind consideration in this matter.

Very truly yours,

MT. WHEELER MINES, INC.
By
James D. Williams
James D. Williams
President

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ABSTRACT

ABSTRACT OF APPLICATION

1. Property

Situated in Township 12 North, Range 68 East, Mt. Diablo Base and Meridian, White Pine County, Nevada.

2. Geology and Ore

Sedimentary rocks of lower Cambrian age, consist of quartzites, shales and limestones. Productive zone opened by preliminary exploration is 22 foot Wheeler lime bed in Pioche shale series 45 feet above Prospect Mountain quartzite. The scheelite occurs in the lower 10 feet of this Wheeler bed where it is cut by an E-W shear zone and N-S fissures. Ore occurs as bedding replacement as well as in the fissures.

3. Mine Production

Approximately 60 tons from initial development of 105 feet, averaging 1.23% WO_3. (Grab samples from mine cars dumped in stockpile.)

4. Proposed Development

(a) 2,200 feet drift East on intersection of Wheeler bed and E-W shear zone to intersect main N-S sheffield fissure.

(b) Six - 50 foot raises thru Wheeler bed at prominent cross fissures cut by tunnel.

(c) 400 foot raise at Sheffield fissure to lower St. Lawrence bed. This bed is also considered very favorable because of its thin-bedded carbonaceous structure.

(d) 1200 lateral drifts on favorable cross fissures.

5. Cost and Time Estimates

(a) Estimated cost of project

1.	Labor - direct	$ 53,368.00
2.	Supervisory and engineering	22,500.00
3.	Additional facilities	26,543.00
4.	New equipment	21,950.00
5.	Surface exploration	3,200.00
6.	Material and supplies	39,392.00
7.	Compensation insurance, payroll taxes and miscellaneous expenses	8,148.00
		$175,101.00

(b) Estimated time to complete

1.	Preliminary preparations	1 Month
2.	2200 ft. advance - Pole tunnel	8 "
3.	1200 ft. laterals (additional)	6 "
4.	400 ft. raise to St. Lawrence	3 "
5.	300 ft. miscellaneous raises (To be done concurrently)	-
6.	Surface exploration (To be done concurrently)	-
		18 Months

6. Indicated Ore

500 tons averaging 0.75% WO_3.

7. Inferred Ore

20,000 tons averaging 1.00% WO_3.

8. Production forecast

Time	Tons/Day	Estimated Grade % WO_3
End 6 months	10	0.64
12 "	20	0.75
18 "	30	1.00
24 "	50	1.25

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INDEX OF EXHIBITS
To Accompany
ANSWERS TO FORM MF-103

1.	Claim Maps	Exhibit "A"
2.	Lease and Option Agreements	Exhibit "B"
	(a) St. Lawrence Group Part 1	
	(b) Bonanza Group Part 2	
	(c) Pole Cat Group Part 3	
	(d) Assignments Part 4	
3.	Financial Statement	Exhibit "C"
4.	Claims to be Devoted to Project	Exhibit "D"
5.	Location of Property	Exhibit "E"
6.	Ore Reserves and Deposits	Exhibit "F"
	Maps and Assay Data	
7.	Map Showing Proposed Development	Exhibit "G"
8.	Recent Geological Reports	Exhibit "H"
	(a) By Earl B. Young Part 1	
	(b) By Harry S. Poller Part 2	

ANSWERS TO FORM MF-103

I THE APPLICANT

1. Applicant is a corporation (Nevada).

2. Not applicable.

3. Corporate officers and directors

   (a) Officers

James D. Williams	President
Lawrence K. Requa	Vice President
Otto F. Burton	Secretary-Treasurer

   (b) Directors are same as officers above

   (c) Five largest stockholders (in order of holdings)

      1. James D. Williams
      2. Lewis W. Cramer
      3. Alfred M. Buranek
      4. Lawrence K. Requa
      5. Otto F. Burton and Earl B. Young

4. Mining and Business Experience

   (a) Directors of applicant corporation

      1. James D. Williams
         Graduate Chemical Engineer
         15 years' experience as mine operator as follows:

(a)	1936-1937	Imperial Lode Mine	Ludlow, California
(b)	1938-1940	Black Eagle Mine	Indio, California
(c)	1940-1943	Darwin Lead-Silver	Darwin, California
(d)	1944-1950	Harrington Mine	Milford, Utah
(e)	1951-	Harrington Mine	Milford, Utah

      2. Lawrence K. Requa
         Graduate Mining Engineer. Many years' experience as operator under own name. Experienced in mine examination and evaluation. Present employment as Assistant to President, Combined Metals Reduction Company, in charge of exploration.

      3. Otto F. Burton
         Accountant. Thirty years' experience in general accounting; last ten years in nonferrous mining. Present employment as Treasurer of Combined Metals Reduction Company. Experienced also in construction and allied activities.

   (b) Project will be under management of James D. Williams, listed in (1) above.

5. Ownership of Property (See Exhibit "A")

A total of 47 contiguous lode mining claims are held by applicant in this district (11 patented and 36 unpatented), as follows:

(a) Owned in fee simple by applicant
Four patented claims, viz.: Young America, Survey No. 3040; Washington, Survey No. 2590; Cannan, Survey No. 2591; Sheffield, Survey No. 2592.

(b) Held by possessory right by applicant
Twenty-four located claims, viz.: Pole, numbers 1 to 23, inclusive, and Pole Cat No. 3.

(c) Patented claims held under lease and option to purchase by applicant

St. Lawrence Group

Seven patented lode claims, viz.:

Cave	Survey No. 4289
Snow Bird	"
Green Land	"
Pass Word	"
Red Oxide	"
Black Oxide	"
Old Moon	"

(d) Located claims held under lease and option to purchase by applicant

1. Bonanza Group
Nine located claims, viz.: Bonanza 2 to 10, inclusive

2. Pole Cat Group
Three located claims, viz.: Pole Cat, Pole Cat No. 1 and Pole Cat No. 2

6. No claims, liens, or encumbrances are against any of the patented or unpatented claims listed in 5 (a) and (b) above.

7. Claims listed in 5 (c) and (d) above, under lease and option to purchase, as follows:

(a) St. Lawrence Group, 7 patented claims

Owner: St. Lawrence Mining Company
803 Wilder Building
Rochester 4, New York

See Exhibit "B", Part 1 for copy of lease

(b) Bonanza Group, 9 located claims

Possessory owner: Messrs. Hulse, Cottino and Robison
c/o James G. Hulse, P.O. Box 77
Pioche, Nevada

See Exhibit "B", Part 2 for copy of lease

(c) Pole Cat Group, 3 located claims

Possessory owner: Messrs. Kaufman and Robison
c/o Shirley G. Robison
P.O. Box 364
Ely, Nevada

See Exhibit "B", Part 3 for copy of lease

Note: For all assignments see Exhibit "B", Part 4.

All above leases and options are in good standing.

8. Financial statement of applicant is attached hereto and marked "Exhibit "C".

9. Investment by Applicant
   (a) Applicant is prepared to spend $75,000.00 on this operation
   (b) It is sufficient to pay our part of the cost as detailed in question 23

10. Description of Property Involved (See Exhibit "D")
   (a) and (b) will be identical
   1. Patented Claims
      Sheffield, U.S.S. No. 2592
   2. Unpatented Claims

Pole Cat	Pole Cat No. 3
Pole Cat No. 1	Pole No. 2
Pole Cat No. 2	Pole No. 4

11. Property is commonly referred to as St. Lawrence Mine.

12. Location of Property (See Exhibit "E")
   (a) Property is 70 miles North of Pioche and 45 miles Southeast of Ely, Nevada.
   (b) U.S. highway between Pioche and Ely runs approximately 8 miles West of tunnel site in Pole Canyon.
   (c) A good gravel surfaced road runs from U.S. 93 to the mouth of Pole Canyon. From this point to the Pole Canyon tunnel is approximately two miles. This is not a good road and a 4 wheel drive "Jeep" is advisable for this distance.
   (d) Natural shipping point is Pioche, Nevada, where there are adequate facilities on the Pioche branch of the Union Pacific Railroad.

13. Water and Power
   (a) Water
   Numerous springs are in Pole and Lincoln Canyons which furnish ample water for all anticipated requirements.
   (b) Power
   No electric power is presently available. Diesel power will be used on the project.

14. Existing Equipment and Facilities

1 Compressor house and change room 16' x 20' - new
1 Compressor 165 cu. ft./min. actual
1 Air receiver 3' x 8' tested 125#/sq. in.
1 Thor 3" drifter with accessories
1 Thor 2 5/8" stoper with accessories

1 Jackhammer with accessories
1 1947 Willys 4 wheel drive jeep
1 Ton new 12# mine rail
1 Rail bender
1 16 cu. ft. mine car

2000 bd. ft. mine timber
30 Pieces drill steel
2000 timkin bits
3500 lbs. 40% explosives
6000 ft. safety fuse

2500 #6 blasting caps
2 Ultra violet lamps
4 4' x 4' muck sheets
1 Heating stove and pipes
1 18 gal. water pressure tank

Miscellaneous small tools

15. Disposition of Ore

It is not anticipated that we will construct a mill at the property until such time as adequate ore reserves are developed. However, there are several means by which we may dispose of this ore.

1. The Minerva Tungsten Company has a small tungsten mill approximately five miles South of us and it is our understanding that a portion of its capacity may be made available for custom milling. Of course, such factors as adequate weighing and sampling facilities, acceptable metallurgical recovery and grade of product and milling charges would have to be carefully examined before making a definite commitment on our ore.

2. We have been informed by the Combined Metals people at Pioche, Nevada, that they are in the process of adding a tungsten recovery unit to the Caselton plant to handle custom ore. Their testing department has done considerable work on our ore and assure us that satisfactory recoveries and grade can be made. It is our hope that DMA will establish a tungsten ore purchasing depot at the Caselton plant in the near future.

3. There are several tungsten mills in the Salt Lake area with whom we have discussed the sale of our ore. However, present transportation costs to Salt Lake appear to be prohibitive.

16. History

Please see original application DMA-89 as follows:

(a) Application at page 1
(b) Supplemental information dated December 12, 1950
(c) Exhibits "C", "D" and "E"

17. There is only small production from current development. This assays 0.7-1.0% WO_3 from mine car samples. This ore is being stockpiled for future shipment.

18. Ore Reserves (See Exhibit "F")

(a) Description of ore deposits

A 22 ft. limestone bed occurs in the shale about 50 ft. above the Pioche shale - Prospect Mountain quartzite contact. This corresponds to the C.M. bed in the Pioche area and has been designated by us as the Wheeler bed.

This Wheeler bed has been cut by at least four very strong E-W shear zones of from 50 to 100 feet in width. These zones are very highly mineralized throughout and have undoubtedly been responsible for the important scheelite mineralization developed by the Pole tunnel. At intervals of 10-15 ft., more or less, strong N-S fissures cut the E-W shear zone and the Wheeler bed. In every instance these N-S fissures have materially increased the scheelite mineralization in the Wheeler bed, until, at 105 ft. in the Pole tunnel, commercial tungsten ore was encountered in substantial quantities.

(b) Maps and assay data

See Exhibit "F", also

(c) Estimate of tonnage and grade

It is too early to attempt an estimate of grade or tonnage of this ore. Sufficient exploration and development has not been done. However, the ore which has been produced from development thus far has averaged better than 0.7% WO_3, indicating that we may expect plus 1.0% WO_3 ore from this project.

19. Addendum

We wish to emphasize briefly a few pertinent facts concerning this project.

1. The property is located in an important tungsten producing area. (Osceola district 5 miles North; Minerva district 3 miles South. See, U.S. Bureau of Mines Report of Investigations No. 4648, March, 1950, Minerva District, White Pine County, Nevada.)

2. The proposed project may well open a new mining district within this general area. Reason: Starting from grass roots, less than four months ago, 165 feet of exploration (105 ft. in Pole tunnel; 25 ft. raise and 35 ft. lateral drift to South) has developed commercial tungsten ore in substantial quantities.

3. The geology of this area is particularly favorable for this type of mineralization. Reason: The similarity with the Pioche area (Cambrian section deep-seated fracturing, shear zone cross fracturing, alteration and replacement) is remarkable. Preliminary exploration has demonstrated that the Wheeler bed is particularly favorable for replacement orebodies, and the usual granitic masses are in close proximity.

4. Physical conditions are particularly favorable.

   1. Ample water for all anticipated requirements.
   2. Ample mine timber on both patented and unpatented claims.
   3. Good location for camp site.
   4. Main U.S. highway is within 8 miles of Pole tunnel.
   5. Weather permits year around operation.
   6. Electric power may be available at an early date thru R.E.A. project sponsored by White Pine Power District No. 9.

5. The ore responds very well to treatment.

   The scheelite mineralization occurs as relatively coarse crystals in a soft to medium dolomitic limestone. As far as known there are no interfering elements in the ore. The scheelite liberation occurs at a relatively coarse mesh and preliminary metallurgical tests indicate a plus 85% recovery with a 56% concentrate before cleaning.

II THE EXPLORATION

20. Proposed project will explore for tungsten ore as primary objective. It is possible that N-S Sheffield fissure will bring lead-zinc replacement ore in upper half of Wheeler bed. This will be secondary objective.

21. The proposed work will consist of the following. (See Exhibit "G")

   (a) The Work

   1. Extend the Pole Canyon tunnel an additional distance of 2200 feet on a S 80° E course to intersect the Sheffield fissure. Other important fissures will also be intersected.

   2. Drive 1200 feet of lateral drifts North and South at favorable intersections of N-S fissures with the Wheeler bed.

   3. Drive a total of 300 feet of raises to the top of the Wheeler bed at these favorable intersections.

   4. Drive a 400 foot raise, in the area of the Sheffield fissure, to the base of the St. Lawrence limestone. This should be a particularly favorable horizon because of the thin-bedded carbonaceous nature of the lower St. Lawrence formation.

   5. Surface cuts and trenches South of Pole tunnel shear zone to explore possibility of additional mineralizing channels as indicated by float and aerial photography.

   (b) Estimated Time

1.	Preliminary preparations	1	Month
2.	2200 feet advance Pole tunnel	8	"
3.	1200 laterals (additional time)	6	"
4.	400 foot raise to base of St. Lawrence	3	"
5.	300 feet miscellaneous raises (To be done concurrently with above)	-	
6.	Surface cuts and trenches (To be done concurrently with above)	-	
	TOTAL ESTIMATED TIME	18	Months

22. For geology, maps, assays and other pertinent data please refer to answer 19 above and to Exhibit "H" hereto attached, as follows:

Report by Earl B. Young	Part 1
Report by Harry S. Poller	Part 2

Briefly, the discovery of commercial tungsten ore in this property is a fait accompli. The exploration work herein contemplated will serve to demonstrate the continuity of this mineralization and the magnitude of the scheelite deposit. It will also serve to develop sufficient working faces so that maximum tonnage may be produced.

III THE REQUIREMENTS AND COST

23. Itemized statement of costs

(a) Labor

(1) Day's Wages

1	Blacksmith	@ $12.00	$ 6,084.00	
1	Outside & compressor man	12.00	6,084.00	
2			$12,168.00	

(2) Footage contract labor (4 miners-4 muckers)

(a)	2200 Ft. tunnel	@ $10/Ft.	$22,000.00	
(b)	1200 Ft. laterals	8	9,600.00	
(c)	400 Ft. raise	15	6,000.00	
(d)	300 Ft. raises	12	3,600.00	
			$41,200.00	
	TOTAL LABOR			$53,368.00

(b) Supervisory

1	Superintendent	@ $500/Mo.	$ 9,000.00	
1	Engineer	400	7,200.00	
1	Foreman	350	6,300.00	22,500.00

(c) None

(d) Cost of additional facilities

1. Bins and buildings

(a)	2-60 ton ore bins	@ $1250	$ 2,500.00
(b)	Combination messhall & crews' quarters for 12 men		11,843.00
(c)	Combination engineering & business office with equipment		6,150.00
(d)	Small shop & warehouse at tunnel site		1,050.00
			$21,543.00

(Forward)	$21,543.00	
2. Other facilities		
(a) Water & sewage	2,500.00	
(b) Trucking road to tunnel & bins 2.5 miles	2,500.00	$26,543.00
(e) Cost of new equipment		
1. 1100 gal. fuel storage tank	$ 500.00	
2. 365 cu. ft. diesel compressor	9,150.00	
3. 2-3" drifters and accessories	1,750.00	
4. 6-21 cu. ft. ore cars (used)	2,000.00	
5. 12-B Eimco mucking machine	3,200.00	
6. Ventilating equipment	1,250.00	
7. 15 KW 440 V- 3 ph. diesel generator	3,100.00	
8. Miscellaneous tools, etc.	1,000.00	21,950.00
(f) Bulldozer for surface exploration		3,200.00
(g) Fair rental value $250.00 per month		
(h) Cost of material and supplies		
1. Powder, fuse & caps	$ 8,190.00	
2. Steel & bits	3,652.00	
3. Pipe and track	9,140.00	
4. Blower line & lights	2,460.00	
5. Air generation, fuel, etc.	8,700.00	
6. Mine timber	6,500.00	
7. Miscellaneous small tools, etc.	750.00	39,392.00
(i) 1. Compensation insurance and payroll taxes	$ 7,190.00	
2. Miscellaneous surface improvements	958.00	8,148.00
TOTAL ESTIMATED COST		$175,101.00

24. Estimated Time and Cost Schedule

Basis: Months after project is approved

Time	Progress	Month's Cost	Cumulative Cost
1st Month	Build truck road	$ 2,500.00	
	Purchase new equipment (partial)	12,750.00	
	Compressor installed	250.00	
	Grade for camp site	250.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	195.00	$ 17,871.00

2d Month	Purchase new equipment (balance)	$ 9,200.00	
	Camp partially completed	13,662.00	
	Surface exploration started	750.00	
	Start driving Pole tunnel 50 ft.	980.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	225.00	$ 44,614.00
		$26,743.00	
3d Month	Camp completed	$ 6,831.00	
	Start construction of bins	1,000.00	
	Surface exploration continues	1,700.00	
	Advance Pole tunnel 150 ft.	2,940.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	340.00	59,351.00
		$14,737.00	
4th Month	Bins completed	$ 1,500.00	
	Surface exploration completed	750.00	
	Shop and warehouse completed	1,250.00	
	Advance Pole tunnel 200 ft.	3,920.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	430.00	
		$ 9,776.00	69,127.00
5th Month	Advance Pole tunnel 200 ft.	$ 3,920.00	
	Drive first raise 50 ft.	1,080.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	430.00	
		$ 7,356.00	76,483.00
6th Month	Advance Pole tunnel 200 ft.	$ 3,920.00	
	Drive second raise 50 ft.	1,080.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	430.00	
		$ 7,356.00	83,839.00
7th Month	Advance Pole tunnel 200 ft.	$ 3,920.00	
	Drive third raise 50 ft.	1,080.00	
	Cut out for lateral drifts 50 ft.	880.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	470.00	92,075.00

8th Month	Advance Pole tunnel 200 ft.	$ 3,920.00	
	Drive fourth raise 50 ft.	1,080.00	
	Cut out for lateral drifts 50 ft.	880.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	470.00	
		$ 8,236.00	$100,311.00
9th Month	Advance Pole tunnel 200 ft.	$ 3,920.00	
	Drive fifth raise 50 ft.	1,080.00	
	Cut out for lateral drifts 50 ft.	880.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	470.00	
		$ 8,236.00	108,547.00
10th Month	Advance Pole tunnel 200 ft.	$ 3,920.00	
	Drive sixth raise 50 ft.	1,080.00	
	Drive lateral drifts 150 ft.	2,710.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	610.00	
		$10,246.00	118,793.00
11th Month	Advance Pole tunnel 200 ft.	$ 3,920.00	
	Drive lateral drifts 150 ft.	2,630.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	550.00	
		$ 9,026.00	127,819.00
12th Month	Advance Pole tunnel 200 ft.	$ 3,920.00	
	Drive lateral drifts 150 ft.	2,630.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	550.00	
		$ 9,026.00	136,845.00
13th Month	Advance Pole tunnel 200 ft.	$ 3,920.00	
	Drive lateral drifts 200 ft.	3,520.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	550.00	
		$ 9,916.00	146,761.00

14th Month	Cut out for, and timber collar of, 400 ft. Sheffield raise 50 ft.	$ 1,230.00	
	Drive lateral drifts 200 ft.	3,520.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	425.00	
		$ 7,101.00	$153,862.00
15th Month	Advance Sheffield raise 100 ft.	$ 2,460.00	
	Drive lateral drifts 200 ft.	3,520.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	500.00	
		$ 8,406.00	162,268.00
16th Month	Advance Sheffield raise 100 ft.	$ 2,460.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	350.00	
		$ 4,706.00	166,974.00
17th Month	Advance Sheffield raise 100 ft.	$ 2,460.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	350.00	
		$ 4,706.00	171,680.00
18th Month	Advance Sheffield raise 50 ft.	$ 1,230.00	
	Supervisory and engineering	1,250.00	
	Other labor	676.00	
	Compensation insurance and payroll taxes	265.00	
		$ 3,421.00	$175,101.00

Note: It is anticipated that we will commence ore production, on a small scale, sometime during the fifth month when the ore bins are completed. We estimate that such initial production will amount to ten tons per day having an average assay content of 0.7 to 1.0% WO_3 per ton.

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EXHIBIT "B"
Part 1

Lease and Option
St. Lawrence Group

AGREEMENT, made and entered into in quadruplicate original counterparts this 25th of November, 1950, by and between ST. LAWRENCE MINING COMPANY, a corporation organized and existing under the laws of the State of Nevada and duly authorized to do business in said State and elsewhere, party of the first part, hereinafter for convenience referred to as "Owner"; SHIRLEY G. ROBISON and MARJORIE M. ROBISON, his wife, residing at Ely, Nevada, VICTOR COTTINO and AGNES COTTINO, his wife, and JAMES G. HULSE and BERENE C. HULSE, his wife, residing at Pioche, Nevada, parties of the second part, hereinafter for convenience referred to as "Lessee"; and JAMES D. WILLIAMS, an individual, residing at Los Angeles, California, party of the third part, hereinafter for convenience referred to as "Operator".

THIS INDENTURE, WITNESSETH:

Recitals

(a) The Owner is the owner and holder of certain patented mining claims situated in the Mt. Washington Mining District in the County of White Pine, State of Nevada, together with claims to certain water rights, and certain buildings, improvements and other personal property upon the patented claims above referred to, commonly known as the St. Lawrence Mine, all of which property it has leased, with option to purchase, to Lessee, under an agreement executed between said parties as of August 3, 1948, and which agreement has been modified and extended under the date of June 1, 1949, and further extended and amended under the date of July 25, 1950.

(b) The Lessee, under the date of July 9, 1950, executed an agreement with the Operator granting unto him an option to purchase all of the right, title and interest of Lessee in and to said lease and option to purchase, between Lessee and Owner as recited in subdivision (a) of this section. Said option further grants unto the Operator the right to re-form and/or renegotiate said agreement by negotiation direct with said Owner and in Operator's own name, providing Owner is willing to, and does, release Lessee from all duties, obligations and liabilities under said agreement as of the date of execution of the new agreement between Owner and Operator.

(c) Operator now wishes to exercise certain option privileges of said agreement with Lessee, as set forth in subdivision (b) of this section, and to that end is desirous of entering into this Lease and Option to Purchase Agreement direct with Owner for the purchase of the entire property for the sum herein stated in accordance with the terms and conditions hereof, provided further exploration upon and development of the property, and metallurgical tests, present adequate indications as to its commercial possibilities.

(d) Owner is willing to sell all of said properties to Operator upon certain terms and under certain conditions as herein stated and to release forever said Lessee from all duties, obligations and liabilities under the lease and option to purchase agreement executed by and between Owner and Lessee as recited in subdivision (a) of this section. Said release to be effective the date of this instrument first above written.

An agreement between the parties has been reached, as next hereafter set forth.

AGREEMENT

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

Section 1. Mutual Release by Owner and Lessee

The Owner and Lessee do hereby mutually and reciprocally release each other forever from all duties, obligations and liabilities under, and forever relinquish all rights, interests and privileges in and to, that certain Lease and Option to Purchase Agreement, executed by and between them on August 3, 1948, and subsequently extended, amended and modified by mutual consent on June 1, 1949, and July 25, 1950, and said agreement is hereby mutually terminated in favor of the agreement between Owner and Operator which follows.

Section 2. Definition of Terms

(a) The term "properties" as herein used shall be deemed to include all presently owned property of the Owner, real, personal and mixed, both tangible and intangible, whose lawful situs is within the County of White Pine, State of Nevada, and all rights subsequently acquired (if any) relating to or used or usable in con-

nection with its said presently owned properties.

(b) The term "exploration period" as herein used (subject to the concluding provision of this section) shall be understood to mean the period commencing with the date of this agreement first above written, and ending on the 31st day of May, 1951.

(c) The term "option period" as herein used (subject to the concluding provision of this section) shall be understood to mean the period commencing with the date of this agreement first above written, and ending on the 31st day of December, 1951.

(d) The term "development period" as herein used (subject to the concluding provision of this section) shall be understood to mean the period commencing on the 1st day of June, 1951, and ending on the 31st day of December, 1958.

Provided, however, that the periods mentioned in subdivisions (b), (c) and (d) of this section shall in any event terminate upon and shall not extend beyond (1) the date of payment of the full purchase price as herein specified and performance by the Operator of all of his obligations as herein set forth, or (2) relinquishment by the Operator of all of said properties, and written notice thereof to Owner, given in the manner hereafter provided.

Section 3. Option to Purchase

In consideration of the sum of Ten ($10.00) Dollars paid by the Operator unto the Owner, receipt whereof is hereby acknowledged by Owner, and in further consideration of the covenants and agreements of Operator herein set forth to be kept and performed by him, the Owner does hereby grant unto the Operator the sole and exclusive option during and throughout the option period to purchase for the sum of One Hundred Thousand ($100,000.00) Dollars, current lawful money of the United States of America, payable in installments as hereinafter specified, all of the right, title and interest of the Owner in and to the said properties situated within the County of White Pine, State of Nevada, and including all patented mining claims, a detailed description of which may be found in the records of the County Recorder of White Pine County, at Ely, Nevada, and also including all other real and personal property, together with all improvements, buildings, machinery, equipment, materials and supplies of every kind and description owned by the Owner and located thereon and therein.

Section 4. Exploration and Development

(a) Operator shall have the exploration period within which to make a thorough examination of said properties and to make metallurgical tests in order to enable him to decide whether or not he desires to proceed further hereunder, prompt written notice of which decision shall be given to the Owner. If he does not desire to proceed further hereunder he shall forthwith notify the Owner in writing in the manner hereafter provided, and the parties hereto shall thereby be released from all further obligations hereunder.

(b) If after so examining said properties and making said tests during the exploration period he desires to proceed further hereunder, then as a condition of this option the Operator shall commence work immediately on said properties and work same continuously throughout the development period, performing at least one hundred fifty (150) man shifts of work per month beneficial to the said patented mining claims during said development period. Each man shift shall be the equivalent of a full day's work for one man, and shall consist of the number of hours current in the industry as constituting a day's work. Sworn proof of the total number of man shifts performed for the benefit of said properties shall be furnished annually by Operator unto the Owner.

Provided, however, that all man shifts of work performed in excess of such monthly requirements shall be carried forward from month to month and from year to year as an accumulated credit of man shifts to be applied against the monthly minimum as above set forth. It is the express understanding of the parties hereto that the Operator, in the absence of forfeiture or other termination of this agreement as hereafter provided, shall not be required to perform more than thirteen thousand six hundred fifty (13,650) man shifts of work during the term of this agreement, and the provisions of this section shall be deemed to be fully satisfied when said thirteen thousand six hundred fifty (13,650) man shifts of work shall have been performed.

Provided, further, that the equivalent value of alterations, improvements and/or surface and underground exploration and development which may be done, or caused to be done, by the Operator on said properties, and all underground and surface engineering, geology, sampling, assaying, diamond drilling, road work and map making (full reports of which shall be furnished by the Operator unto the Owner), shall be accepted pro tanto in lieu of the equivalent value of said man

shifts of work, said man shifts of work to be taken into account for the purpose of such calculation at the rate of Ten ($10.00) Dollars per day. All such beneficial work done, or caused to be done, on said properties by Operator during said exploration period shall constitute man shifts of work applicable under the provisions of this section.

(c) It is mutually recognized by the parties hereto that past experience has shown that effective mining operations on said properties have been limited to the few summer months because of the extreme weather conditions obtaining at the high altitude of said properties (being on the average somewhat in excess of 10,000 feet above sea level); that in order to overcome such an uneconomic situation and to provide for all year operation insofar as possible, Operator has acquired a number of unpatented lode mining claims which are contiguous to properties of Owner, and which encompass the intervening ground between the portal of the partially completed cross-cut in Lincoln Canyon at elevation 8,075 feet, the alternate proposed cross-cut in Pole Canyon at approximate elevation 7,300 feet, and the properties of the Owner herein. Operator contemplates driving into properties of Owner either by extending the cross-cut in Lincoln Canyon or by driving a new cross-cut from Pole Canyon as a part of his program of development of said properties as provided herein. In such event, Owner expressly agrees that any and all work requirements during the development period, as provided in subdivision (b) of this section, may be performed by Operator in said cross-cut so long as the general direction of advance of said cross-cut shall continue toward and into said properties of Owner.

(d) All of such exploration and development work, alterations and/or improvements, shall be carried out at the sole cost and expense of the Operator; and during the exploration and development periods Operator may install, replace, renew and remove, without limitation (except in event of physical damage to the properties of Owner by such removal) any and all of his own buildings, improvements, machinery, equipment, materials and supplies.

Section 5. Status of Operator During Exploration and Development Periods

During the exploration and development periods the Operator shall be deemed to be and shall be a licensee thereon for the purpose of exploration and develop-

plies which may be found thereon and to extract and dispose of ores upon the terms and conditions hereafter mentioned.

Section 6. Owner's Representative on the Properties

Throughout the exploration and development periods the Owner hereby reserves and shall have the right to maintain an agent and representative upon the properties. Said agent and representative may occupy any one of the presently existing buildings on said properties and shall be allowed free access to all portions of said properties for the purpose of investigating and reporting unto the Owner the exploration and development work carried on by Operator.

Section 7. Taxes and Assessments

The owner represents that all county taxes on said properties have been paid to date. The Operator agrees that he will pay any and all such taxes for the year 1950-1951 as and when due and payable and any and all other taxes and assessments levied and/or assessed during the development period; subject, however, to the right of the Operator as herein provided to terminate this agreement and relinquish the premises. If this agreement is so terminated and the premises are so relinquished, then such taxes and assessments prorated to the elapsed development period shall be deemed an expense of operation and shall be borne and paid by the Operator, and the balance of such taxes and assessments shall be borne and paid by the Owner.

Section 8. Maintenance and Operating Expenses

All maintenance and operating expenses incurred by the Operator shall be borne and paid solely by him and he agrees to indemnify and defend the Owner and said properties from and against all liability, claims, demands and liens growing out of or resulting from obligations incurred in such maintenance and operation.

Section 9. Damage to Properties

The Operator shall indemnify the Owner against and hold it harmless from any loss or damage to said properties, caused or contributed to, directly or indirectly, by the negligence of the Operator, his servants, agents, employees, licensees and/or sub-contractors.

Section 10. Mechanics' and Materialmen's Liens

Operator shall indemnify and defend the Owner and said properties against and hold them and each of them harmless from all mechanics' and materialmen's liens by reason of operations of Operator upon said properties; it being further understood that the Owner reserves and at all times shall have the right to post upon said properties in such places and/or positions as it may elect nonresponsibility notices under the provisions of Section 3743 of the Compiled Statutes of Nevada, 1929, but any failure to post said notices and record the same shall in no respect relieve the Operator from his obligations hereinabove set forth to protect the Owner and said properties from all such mechanics' and materialmen's liens.

Section 11. Income and Other Tax Liens

The Operator shall indemnify and defend the Owner against and hold it harmless from any and all liability, claims, demands or liens upon said properties by reason of nonpayment by the Operator of (a) any Income taxes, Federal or State, (b) any so-called Social Security and Unemployment taxes, Federal or State, (c) any Sales taxes as the same might be held to apply to the sale of the said properties, and (d) any and all other taxes, assessments, premiums and charges upon or against the Operator or in connection with his operations (except as otherwise specifically provided in the concluding sentence of this section). Operator shall bear and pay the amount of required stamp taxes upon the deed and other documents, whereby said properties may ultimately be conveyed unto Operator or his nominee. All Sales taxes upon the sale of ore and/or concentrates, and any severance taxes, mineral rights taxes, net proceeds taxes, occupation taxes, taxes upon ore mined, moved or blocked out, or other taxes of a similar nature, shall be paid by the Operator, but (notwithstanding the foregoing provisions of this section) the amounts thereof shall be taken into account as a deduction in calculations of royalties, under the provisions of Section 11 hereof.

Section 12. Royalties

(a) Throughout the development period (and during the exploration period if ore is mined and sold from said properties) the Operator shall pay or cause to be paid unto Union Trust Company, Rochester, New York, or to such other depository as may be designated by the Owner in writing, to the credit of the

Owner, as and when remittances for ore and concentrates smelted or refined are made, royalties equivalent to Ten percent (10%) of the net proceeds realized from the sale to any third party of ore and/or concentrates removed from said properties, after first deducting said respective percentages of all smelter charges and deductions or other treatment charges, transportation to rail head charges (it being expressly understood and agreed that such transportation to rail head charges shall not exceed the reasonable and prevailing rate or rates quoted by independent hauling contractors in that area), railroad freight and demurrage charges, control and umpire assay charges, independent sampling charges and said respective percentages of the taxes mentioned in the concluding sentence of the next preceding section hereof. The royalties so received by the Owner shall apply upon and be credited to the purchase price herein named in the event the option hereby granted is exercised, but in the event said option is not exercised in the manner and within the time herein fixed then the royalties so paid shall be retained by the Owner without any claim or right of Operator therein or thereto. Operator shall furnish monthly unto Owner reports in writing of all extractions and sale of ore and/or concentrates, names and addresses of purchasers, tonnages, ore values, prices and royalties.

In connection with this section it is mutually agreed between the parties hereto that such net proceeds from the sale of ore and/or concentrates may be either a positive or negative amount, and in the event that it should be a negative amount, i.e., representing a net loss, the amount of that loss shall be balanced against subsequent positive returns before the calculation and payment of royalty, as provided in this section, shall be made on such subsequent shipments. The Operator agrees to exercise reasonable diligence in selecting ore for shipment which will avoid any such negative net proceeds.

(b) The Operator shall permit the Owner or its agent and representative to sample ore and/or concentrate shipments at the properties or enroute or at the point of sale, but any expense connected therewith shall be borne solely by the Owner. The Operator agrees to execute such an instrument or instruments as may be deemed necessary in the judgment of the Owner to secure it its royalty herein reserved, and the Owner may deposit said instrument or instruments with any third party purchasing said ore and/or concentrates from Operator, and thereby

authorize said third party to compute the necessary deductions and pay royalties direct to Owner as provided herein.

Section 13. Compliance with Laws, Ordinances, Rules and Regulations

In his operations upon said properties, and in particular in connection with Workmen's Compensation on account of injuries to employees arising out of and in the course of their employment, Operator shall fully and faithfully comply with all laws, ordinances, rules and regulations of competent governmental authority governing such operations or pertaining thereto.

Section 14. In Event of Title Litigation

In case any action or special proceeding is brought, at law or in equity or otherwise, in any court or in any governmental department, asserting title to the properties covered hereby, or any interest therein, in hostility to the Owner, then, during the pendency of any such action or proceedings and until final decision thereof, unless the Owner shall indemnify the Operator, the Operator may discontinue operations on said properties and times for minimum payments on account of purchase price as specified in Sections 18 and 19 hereof shall be extended accordingly, or if Operator elects to continue operations of said properties, may deposit the payments and royalties accruing under the terms of this agreement, in said Union Trust Company of Rochester (or other designated depository) to the joint account of the parties hereto, to be paid over to the Owner in the event it is successful in said litigation, and in event it is not, then subject to such disposition as a court of competent jurisdiction may make of same.

Section 15. Forfeiture Provisions

Upon any failure or default by the Operator in any of his obligations hereunder (except the payment of money as herein provided), and his failure to commence rectification thereof within thirty (30) days after receipt of written notice from the Owner so to do and his further failure to carry out such rectification diligently and continuously thereafter until such default is remedied, then at the option of the Owner this agreement shall forthwith cease and determine, and all rights of Operator in, to and upon the properties covered hereby shall be at an end. Upon any failure or default by the Operator in the payment of royalties unto Owner (subject to the concluding paragraph of this section), or the

minimum installments of purchase price, as herein provided for, and the failure to remedy the same within twenty (20) days after written notice from Owner so to do, then at the option of the Owner this agreement shall forthwith cease and determine, and all rights of Operator in, to and upon the properties covered hereby shall be at an end.

Provided, however, that in the event Owner elects to secure the payment of its royalty, as provided herein, direct from the third party purchasing said ore and/or concentrates from Operator, and Operator executes such instrument or instruments in favor of Owner and upon its request, as provided in Section 12, subdivision (b) hereof, then upon acceptance of such instrument or instruments by said third party purchasing said ore and/or concentrates from Operator, Operator shall be deemed to have complied fully with the provisions of Section 12, subdivision (a), of this agreement and shall be relieved from any further liability for the payment of such royalties, and in such event, Owner expressly agrees that any failure to receive such royalties so due shall not constitute a basis for forfeiture of Operator's rights under the provisions of this section.

Section 16. Strikes, Fires, Floods or Acts of God

In the event operations by Operator are suspended by reason of the elements, accidents, strikes, fires, floods, slides or other catastrophe, or by acts of God or other cause (whether similar or dissimilar to the foregoing) beyond the control of the Operator, such suspension, if Operator shall exercise reasonable diligence in overcoming the results thereof and resume operations as soon as reasonably possible, shall not be cause for forfeiture of the rights of Operator under the provisions of this agreement; and in any such event the option period and the development period, respectively, shall be extended for a reasonable period, conforming to the time necessary to overcome the effects thereof. Prompt notice in writing shall be given by Operator unto the Owner of any such element, accident, strike, fire, flood, slide or other catastrophe or act of God beyond the control of the Operator.

Section 17. Unprofitable Operations - Suspension

At any time after Operator has completed the long cross-cut tunnel, as herein contemplated, into the patented ground of the Owner, Operator may suspend

operations on said properties under this agreement in the event that such operations become economically unprofitable because of low metal prices, material decrease in grade of ore available for mining, and/or excessive labor, supplies, hauling, freight and/or treatment charges and/or costs. Such suspension shall not be the cause of forfeiture of the rights of Operator under the provisions of this agreement; and in any such event the option period and the development period, respectively, shall be extended for a reasonable period conforming to the time necessary to overcome the effects thereof. Prompt notice in writing shall be given by Operator unto the Owner of any such suspension of operations and shall be accompanied by a statement setting forth the justification of said suspension. Provided, however, that Operator shall pay, or cause to be paid, any and all taxes upon said properties during any such period of suspension of operations.

In the event of a dispute between the Owner and Operator over the provisions of this section, the parties hereto expressly agree to have said dispute arbitrated by a board of three arbitrators, one of whom shall be selected by the Owner, one by the Operator, and the third by the two so selected. A majority decision of said Board of Arbitration shall bind the parties hereto. All expenses of such arbitration shall be borne equally by said parties.

Section 18. Exercise of Option and Deposit of First Installment of Purchase Price

Notice of the exercise of the option hereby granted shall be in writing by Operator unto the Owner on or before the 31st day of December, 1951, accompanied by deposit with the Union Trust Company of Rochester, New York (or other designated depository), as escrowee, within said time, a sum of money sufficient in amount, when added to the aggregate of any and all royalties theretofore paid by Operator pursuant to the provisions of Section 12 hereof, to equal the sum of Five Thousand ($5,000.00) Dollars, being the first installment of the purchase price.

Section 19. Deposit of Papers and Conveyance

(a) Promptly and within not more than sixty (60) days after notice of exercise by Operator of the option hereby granted, in the manner next above provided, the Owner shall deposit with said Union Trust Company (or other designated depository), for delivery to Operator upon payment of the full balance of the

purchase price herein provided, a quitclaim deed in substantially the form attached, marked Exhibit "A", and by reference made a part hereof, and a bill of sale in substantially the form hereto attached, marked Exhibit "B", and by reference made a part hereof, which when delivered shall convey, assign and transfer to Operator all of the Owner's right, title and interest in and to said properties; it being definitely understood, however, that said deed and bill of sale shall be in the nature of quitclaims and without any warranty or warranties, express or implied. Upon the deposit of said quitclaim deed and bill of sale by the Owner, then the said first installment of Five Thousand ($5,000.00) Dollars shall be paid to or held for the account of the Owner by said Bank, pursuant to escrow instructions to be filed with it by the parties hereto.

(b) Upon the exercise of said option to purchase by Operator in accordance with Section 18 hereof, Operator shall, during the development period, pay, or cause to be paid, unto said Bank for the credit of the Owner, as provided in Section 12 hereof, an additional sum of money, which, when added to the cash payment as provided in Section 18 hereof, plus any royalties theretofore paid by Operator pursuant to the provisions of Section 12 hereof, and which shall not have been applied to make up the first installment of the purchase price as provided in said Section 18 hereof, shall equal the sum of One Hundred Thousand ($100,000.00) Dollars, said amount being the full payment of the purchase price. Provided, however, that in the event said royalty payments fail to equal the remaining balance of the purchase price during said development period, Operator may, on or before the 31st day of December, 1958, pay the then remaining balance of the purchase price in cash and complete the purchase as herein contemplated.

Section 20. Escrow

The Owner shall deposit with said Union Trust Company (or other designated depository) a copy of this agreement with its escrow instructions concerning the delivery of said quitclaim deed and bill of sale, and Operator shall file with said Bank his escrow instructions for the payment of the said royalty installments of the purchase price to be deposited by him, and upon full compliance with all of the terms and conditions of this agreement the said designated Bank is authorized, directed and instructed to deliver said deed and bill of sale herein enumerated to Operator or his assigns upon payment in full of the entire remaining balance of

said purchase price. Escrow charges shall be paid jointly and equally by the parties hereto. Upon payment by Operator into escrow of the balance of said total purchase price, and upon deposit by the Owner for delivery to Operator of said deed and bill of sale as herein specified, said escrowee shall be and it is hereby authorized to close said escrow, and make deliveries from said escrow in accordance with the provisions of this agreement, and the escrow instructions to be filed with it pursuant hereto. Upon the close of said escrow the Owner shall furnish such other transfers and assignments as may be necessary in vesting in the Operator all of the Owner's right, title and interest in and to said properties, and shall deliver to Operator all original patents, claims, licenses, agreements, abstracts, and other papers and records relating to its right, title and interest in and to said properties, together with an affidavit that the same constitute all thereof in the possession of the Owner.

Section 21. Relinquishment by Operator and Removal of his Property

Should Operator elect at any time during the development period to terminate his rights and privileges and subsequently accruing duties and obligations hereunder, he may do so upon notice in writing to the Owner. In any such event or in event of forfeiture or other termination of this agreement he may, and within sixty (60) days after receiving written notice from the Owner so to do he shall, commence the removal from said premises of all property placed thereon by him which may be removed without physical damage to the properties of the Owner, and thereafter the Operator shall prosecute said removal continuously and with diligence until all of his said property has been removed; provided that upon any such relinquishment or other termination of this agreement Operator shall pay or cause to be paid to the Owner such (if any) unpaid royalties as the Owner may be entitled to under the provisions hereof.

Section 22. Notices

All notices herein provided for and all statements to be given by either party to the other shall be in writing, sent by registered United States mail, return receipt requested, addressed as follows:

Owner:

St. Lawrence Mining Company
Attention: Mr. Ellsworth Nichols, Secretary
803 Wilder Building
Rochester, New York

Operator:

James D. Williams
757 South Berendo, No. 501
Los Angeles 5, California

Either party may change the address to which such notices and statements are to be mailed by giving written notice thereof as provided in this section.

Section 23. Remittance to Bank by Operator

All sums of money paid to Union Trust Company of Rochester, New York (or other designated depository), for the credit of the Owner pursuant to the provisions of this agreement, shall be deemed as and shall constitute payments unto the Owner for subsequent disposition as the Owner exclusively shall order or direct.

Section 24. Owner's Right to Inspect Books, Records and Accounts

All books, records and accounts of Operator, his successors and assigns, pertaining to the maintenance and operation of said properties, including sales or other disposition of ores and/or concentrates therefrom, the number of man shifts of work performed on the properties and tax payments, shall at all times be open to inspection and audit by any designated representative of the Owner.

Section 25. Transfer by Operation of Law

In the event of any transfer by operation of law of the interests of Operator under and pursuant to the provisions of this agreement, this agreement and all rights of Operator and any such transferee by operation of law shall at the option of the Owner terminate one year after any such transfer; subject, however, (a) to the right of the Operator within said one year period to obtain a retransfer to him and to proceed with the performance of his obligations hereunder, and (b) to the right of such transferee within said one year period to pay the then full remaining unpaid balance of the purchase price and thereby complete the sale herein contemplated.

Section 26. Relationship of Parties

It is expressly agreed, understood and declared by and between the parties hereto that their legal relationship is and shall continue to remain that of Lessor and Lessee, and not that of employer and employee, partners and/or joint adventurers; that said Operator is customarily engaged in the independent established trade, occupation, profession and business of mining under lease for his own profit and benefit.

Section 27. Successors and Assigns

Subject to the provisions of Section 25 hereof, this agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors and assigns of the parties hereto; provided, however, that no assignment or transfer of any rights, privileges, duties or obligations herein contained shall be effective for any purpose until and unless prompt written notice thereof shall be given to the other party.

IN WITNESS WHEREOF this agreement is executed in quadruplicate original counterparts on the date herein first written.

ST. LAWRENCE MINING COMPANY
By Harry P. Dinkey
Its President

Attest: Ellsworth Nichols
Secretary

Shirley G. Robison
Shirley G. Robison

Marjorie M. Robison
Marjorie M. Robison

Victor Cottino
Victor Cottino

Agnes Cottino
Agnes Cottino

James G. Hulse
James G. Hulse

Berene C. Hulse
Berene C. Hulse

James D. Williams
James D. Williams

STATE OF NEW YORK:
) ss
County of Monroe :

On this 8 day of December, 1950, personally appeared before me, Burton J. Greene, a Notary Public in and for Monroe County, State of New York, ELLSWORTH NICHOLS, known to me to be an officer, to-wit, the Secretary, executing the same on behalf of the corporation that executed the foregoing instrument as the party of the first part therein, and on oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily (by authorization of stockholders thereof), and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal at my office in Rochester in said county and state, the day and year in this certificate first above written.

Burton J. Greene
Notary Public

My Commission Expires

BURTON J. GREENE
Notary Public in the State of New York
Monroe County, N. Y.
Commission Expires March 30, 1951

STATE OF CALIFORNIA :
) ss
County of Los Angeles:

On the 2 day of Dec, 1950, before me, the undersigned Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared JAMES D. WILLIAMS, known to me to be the person whose name is subscribed to the foregoing and within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the said County and State

My Commission Expires:

STATE OF NEVADA :
) ss
County of White Pine:

On this 26th day of November, 1950, before me Ruth Billett, a Notary Public in and for the said County and State, residing therein and duly commissioned and sworn, personally appeared SHIRLEY G. ROBISON and MARJORIE M. ROBISON, his wife, known to me to be the persons whose names are subscribed to the foregoing and within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto affixed my signature and official seal on the day and year in this certificate first above written.

Ruth Billett
Notary Public in and for the said County and State

My Commission Expires:
Aug 2, 1953

STATE OF NEVADA :
) ss
County of Lincoln:

On this 26th day of Nov., 1950, before me Mary Meggano a Notary Public in and for the said County and State, residing therein and duly commissioned and sworn, personally appeared VICTOR COTTINO and AGNES COTTINO, his wife, and JAMES G. HULSE and BERNE C. HULSE, his wife, known to me to be the persons whose names are subscribed to the foregoing and within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto affixed my signature and official seal on the day and year in this certificate first above written.

Mary Meggano
Notary Public in and for the said County and State

My Commission Expires:
June 18, 1951

EXHIBIT "A"

QUITCLAIM DEED

In consideration of the sum of Ten ($10.00) Dollars, receipt of which is hereby acknowledged, and other good and valuable considerations, the undersigned, ST. LAWRENCE MINING COMPANY, a corporation organized and existing under the laws of the State of Nevada and duly authorized to do business within said State and elsewhere, does hereby sell, convey, remise, release and forever quitclaim (but without any warranty or warranties express or implied) unto JAMES D. WILLIAMS, an individual residing at Los Angeles, California, all of its right, title and interest in and to all real property now owned by it within the County of White Pine, State of Nevada, together with buildings and improvements thereon, and all waters and water rights and any and all other hereditaments and appurtenances thereto pertaining; to have and to hold the same unto said James D. Williams, his successors and assigns, forever.

INCLUDED with the foregoing are the following patented mining claims situated in the Mount Washington Mining District, in said County of White Pine, State of Nevada, namely:

CAVE	Survey No. 4289
GREEN LAND	Survey No. 4289
SNOW BIRD	Survey No. 4289
PASS WORD	Survey No. 4289
RED OXIDE	Survey No. 4289
BLACK OXIDE	Survey No. 4289
OLD MOON	Survey No. 4289

Reference is made to the recorded patents of said mining claims which may be found in the office of the County Recorder of White Pine, Nevada, in Book 82 of Patent Records at pages 94 to 98 inclusive, for a more detailed description thereof.

The foregoing enumeration is advisory and shall not be construed as limiting the scope of this deed.

IN WITNESS WHEREOF this Quitclaim Deed is executed this _____ day of _____, 1950.

ST. LAWRENCE MINING COMPANY
By

_____
Its President

Attest:

_____
Secretary

STATE OF NEW YORK:
) ss
County of Monroe :

On this _____ day of _____, 1950, personally appeared before me, _____, a Notary Public in and for _____ County, State of _____, ELLSWORTH NICHOLS, known to me to be an officer, to-wit, the Secretary, executing the same on behalf of the corporation that executed the foregoing instrument as the party of the first part therein, and on oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily (by authorization of stockholders thereof), and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal at my office in _____ in said county and state, the day and year in this certificate first above written.

_____
Notary Public

My Commission Expires:
_____

EXHIBIT "B"

BILL OF SALE

In consideration of the sum of Ten ($10.00) Dollars, receipt whereof is hereby acknowledged, and other good and valuable considerations, the undersigned, ST. LAWRENCE MINING COMPANY, a corporation organized and existing under the laws of the State of Nevada, and duly authorized to do business within said State and elsewhere, does hereby sell, convey, remise, release and forever quit-claim (but without any warranty or warranties express or implied) unto JAMES D. WILLIAMS, an individual residing at Los Angeles, California, all of its right, title and interest in and to all personal property now owned by it upon and/or used or usable in connection with the following patented mining claims situated in the Mount Washington Mining District, in the County of White Pine, State of Nevada, namely:

CAVE	Survey No. 4289
GREEN LAND	Survey No. 4289
SNOW BIRD	Survey No. 4289
PASS WORD	Survey No. 4289
RED OXIDE	Survey No. 4289
BLACK OXIDE	Survey No. 4289
OLD MOON	Survey No. 4289

IN WITNESS WHEREOF this Bill of Sale is executed this _____ day of _____, 1950.

ST. LAWRENCE MINING COMPANY
By

_____
Its President

Attest:

_____
Secretary

STATE OF NEW YORK:
) ss
County of Monroe :

On this _____ day of _____, 1950, personally appeared before me, _____, a Notary Public in and for _____ County, State of _____, ELLSWORTH NICHOLS, known to me to be an officer, to-wit, the Secretary, executing the same on behalf of the corporation that executed the foregoing instrument as the party of the first part therein, and on oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily (by authorization of stockholders thereof), and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal at my office in _____ in said county and state, the day and year in this certificate first above written.

_____
Notary Public

My Commission Expires:
_____

46300

Filed for record at request of
Mt. Wheeler Mines,
Feb. 28, 1951
at 10 min. past 9 o'clock
A. M. and recorded in
Book 163, Page _____
Mine Record
of White Pine Co., Nevada
E. S. Shaver
Recorder
By Jack B. Teagarden Deputy

MAY 28 1951

EXHIBIT "B"
Part 2
Lease and Option
Bonanza Group

MINING LEASE AND OPTION TO PURCHASE

THIS AGREEMENT, made and entered into this 9th day of July, 1950, by and

BETWEEN: SHIRLEY G. ROBISON, and MARJORIE M. ROBISON his wife, Residing at Ely, White Pine County, Nevada,

JAMES G. HULSE, and BERENE C. HULSE, his wife, Residing at Pioche, Lincoln County, Nevada,

VICTOR COTTINO, and AGNES COTTINO, his wife, Residing at Pioche, Lincoln County, Nevada,

All as First Parties, hereinafter referred to as

"LESSEE"

AND: JAMES D. WILLIAMS, Residing at 757 South Berendo Avenue, Los Angeles City and County, California, hereinafter referred to as

"OPERATOR"

WITNESSETH, that:

Recitals

(a) The Lessee is the owner and holder of a certain Lease and Option to Purchase agreement, executed on August 3, 1948, and which agreement has been modified and extended on June 1, 1949, and further extended and amended on July 25, 1950, by and between it as Lessee and The St. Lawrence Mining Company, a Nevada corporation, as Lessor and Owner, covering the following patented Lode Mining Claims situated in the Mount Washington Mining District, White Pine County, Nevada, to-wit:

BLACK OXIDE	Survey #4289
RED OXIDE	Survey #4289
PASS WORD	Survey #4289
GREEN LAND	Survey #4289
SNOW BIRD	Survey #4289
OLD MOON	Survey #4289
CAVE	Survey #4289

A more detailed description of said Patented Lode Mining Claims may be found in the office of the County Recorder of White Pine County, Nevada, in Book 82 of Patent Records at pages 94 to 98 inclusive.

Copies of said Lease and Option to Purchase agreement and all extensions, amendments and modifications thereof are attached hereto as Exhibit "A", and by reference made a part hereof.

Lessee warrants and represents that said Lease and Option to Purchase agreement, including all extensions, amendments and modifications as hereinabove recited, is in good standing; that no notice of default or forfeiture has been declared by Lessor and Owner; that all terms and conditions of said agreement have been faithfully performed by Lessee, and that said agreement and all modifications thereof are free and clear of all liens and encumbrances of every kind and character.

(b) The Lessee is also the owner and holder of nine (9) Unpatented Lode Mining Claims situated in the Mount Washington Mining District, White Pine County, Nevada, as follows; to-wit:

BONANZA No. 2	Lode mining claim, the Location Notice of which is recorded in Book 148 at page 82, Mining Records of White Pine County, Nevada,
BONANZA No. 3	Lode mining claim, the Location Notice of which is recorded in Book 148 at page 82, of said records,
BONANZA No. 4	Lode mining claim, the Location Notice of which is recorded in Book 148 at page 220, of said records,
BONANZA No. 5	Lode mining claim, the Location Notice of which is recorded in Book 148 at page 220, 222, of said records,
BONANZA NO. 6	Lode mining claim, the Location Notice of which is recorded in Book 148 at page 220, 221, of said records,
BONANZA No. 7	Lode mining claim, the Location Notice of which is recorded in Book 148 at pages 207 and 208, of said records,
BONANZA No. 8	Lode Mining claim, the Location Notice of which is recorded in Book 148 at page 208, of said records,
BONANZA No. 9	Lode mining claim, the Location Notice of which is recorded in Book 148 at page 208, of said records,
BONANZA No. 10	Lode mining claim, the Location Notice of which is recorded in Book 148 at page 222, of said records.

All of said nine (9) Unpatented Lode Mining Claims are contiguous to the aforementioned seven (7) Patented Lode Mining Claims and reference is hereby

made to the recorded Location Notices, as above set forth, for a more detailed description thereof.

Lessee warrants and represents that its title to each and all of the above described nine (9) Unpatented Lode Mining Claims is free and clear of all liens and encumbrances of every kind and character, except as to the paramount title of the United States to said Unpatented claims. Lessee further warrants and represents that all necessary discovery work and annual assessment requirements, from the date hereof (including that for the year ended July 1, 1950) have been fully performed and proof thereof has been duly recorded.

(c) It is recognized by the parties hereto that the presently existing Lease and Option to Purchase agreement (including all extensions and modifications thereof) between Lessee and The St. Lawrence Mining Company covering the above seven (7) Patented Lode Mining Claims, is not in such form as to be conducive to attracting sufficient venture capital as herein contemplated, and may be re-negotiated by the Operator in order to obtain more favorable terms and conditions to accomplish such purpose, if, in his opinion, it becomes necessary so to do.

(d) Lessee is willing to sell all of its right, title and interest in and to the said Lease and Option to Purchase covering said seven (7) Patented Lode Mining claims, and all of its right, title and interest in and to said nine (9) Unpatented Lode Mining Claims, upon certain terms and under certain conditions as hereinafter stated.

(e) Operator is desirous of purchasing said Lease and Option to Purchase and said nine (9) Unpatented Lode Mining Claims from Lessee for the sum hereinafter stated in accordance with the terms and conditions hereof, provided further geological examination presents adequate indications as to its commercial possibilities and, provided further, that Operator is successful in his efforts to obtain the necessary venture capital for the purpose of exploration and development of said seven (7) Patented Mining Claims as herein contemplated, and is further successful in re-negotiating said Lease and Option to Purchase agreement with the St. Lawrence Mining Company, if such be deemed necessary by him.

An agreement between the parties has been reached as next hereafter set forth.

Agreement

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

Section 1. Definition of Terms

(a) The term "properties" as herein used shall be deemed to include the following:

1. All of the right, title and interest Lessee now has, or may subsequently acquire (if any) in and to those seven (7) Patented Lode Mining Claims hereinabove recited, by virtue of that certain Lease and Option to Purchase agreement between it as Lessee and The St. Lawrence Mining Company as Lessor and Owner, executed between said parties on August 3, 1948, and subsequently extended and modified on June 1, 1949, and July 25, 1950.

2. All of the right, title and interest Lessee has in and to those nine (9) Unpatented Lode Mining Claims as hereinabove recited.

(b) The term "examination period" as herein used (subject to the concluding provision of this section) shall be understood to mean the period commencing with the date of this agreement, and ending on the 31st day of December, 1950.

(c) The term "option period" as herein used (subject to the concluding provision of this section) shall be understood to mean the period commencing on the 1st day of January, 1951, and ending on the 31st day of May, 1951.

(d) The term "development period" as herein used (subject to the concluding provision of this section) shall be understood to mean the period commencing on the 1st day of June, 1951, and ending on the 31st day of December, 1954.

Provided, however, that the periods mentioned in subdivisions (b), (c) and (d) of this section shall in any event terminate upon and shall not extend beyond (1) the date of payment of the full purchase price as herein specified and performance by the Operator of all of his obligations as herein set forth, or (2) relinquishment by the Operator of all of said properties, and written notice thereof to Lessee, given in the manner hereafter provided.

Section 2. Option to Purchase.

In consideration of the sum of Ten Dollars ($10.00) paid by the Operator unto the Lessee, receipt whereof is hereby acknowledged by the Lessee,

and in further consideration of the covenants and agreements of Operator herein set forth to be kept and performed by him, the Lessee does hereby grant unto the Operator the sole and exclusive option during and throughout the option period to purchase for the sum of Twenty Six Thousand Dollars ($26,000.00), current lawful money of the United States of America, payable in installments as hereinafter specified, all of the right, title and interest of the Lessee in and to the said properties recited in section (1), subdivision (a) of this agreement.

Section 3. Examination Period.

(a) Operator shall have the examination period within which to make a thorough examination of said properties; to prepare such geological, engineering and assay maps as he shall deem necessary and desirable; to enter into the re-negotiation of the then existing Lease and Option to Purchase agreement between Lessee and The St. Lawrence Mining Company, if same shall be deemed necessary by him, said re-negotiated Lease and Option to Purchase shall conform substantially to the attached draught of such a proposed agreement, which for reference only, has been marked Exhibit "B" hereto, and to investigate ways and means of financing the exploration and development of the seven (7) Patented Lode Mining Claims as hereinafter set forth, in order to enable him to decide whether or not he desires to proceed further hereunder, prompt written notice of which decision shall be given to the Lessee. If he does not desire to proceed further hereunder he shall forthwith notify the Lessee in writing in the manner hereafter provided, on or before December 31, 1950, and the parties hereto shall thereby be released from all further obligations hereunder.

(b) If after so examining said properties, entering into preliminary negotiations with The St. Lawrence Mining Company for the purpose of re-negotiating said Lease and Option to Purchase as herein contemplated, and investigating ways and means whereby venture capital may be obtained, Operator desires to proceed further hereunder, then as a condition of this option the Operator shall so notify Lessee in writing in the manner hereafter provided, on or before December 31, 1950, of such decision.

Section 4. Option Period.

(a) In the event that Operator elects to proceed further hereunder as provided in section (3), subdivision (b) above, then during the option period he shall proceed with diligence to complete the renegotiation of the Lease and Option to Purchase with The St. Lawrence Mining Company, as provided herein, and to obtain the necessary financing so that he may commence actual underground mining operations on or before the 31st day of May, 1951. Prompt written notice of such decision to continue hereunder shall be given by Operator unto Lessee in writing in the manner hereafter provided and shall be accompanied by the cash installment on the purchase price as provided for in section 16 herein.

(b) If, however, Operator is unsuccessful in either or both of the undertakings set forth in subdivision (a) of this section, and he does not desire to proceed further hereunder he shall so notify the Lessee in writing in the manner hereafter provided, on or before May 31, 1951, and the parties hereto shall thereby be released from all further obligations hereunder.

Section 5. Development Period.

In the event Operator elects to proceed further hereunder as provided in section (4), subdivision (a) above, he shall commence work immediately upon said properties and work same continuously throughout the development period, performing at least One Hundred (100) man shifts of work per month beneficial to the nine (9) Unpatented Lode Mining Claims, described in Recitals, subdivision (b) above, during said development period. Each such man shift shall be the equivalent of a full day's work for one man, and shall consist of the number of hours current in the industry as constituting a day's work.

Operator shall also commence such work as shall be necessary to comply with the work requirements of the then existing Lease and Option to Purchase agreement with The St. Lawrence Mining Company covering the seven (7) Patented Lode Mining Claims, and Operator further agrees to comply with all the other terms and conditions of said agreement during said development period so that no cause for default or forfeiture thereunder shall exist.

Provided, however, that all man shifts of work performed in excess

of such monthly requirements shall be carried forward from month to month and from year to year as an accumulated credit of man shifts to be applied against the monthly minimum as above set forth. It is the express understanding of the parties hereto that the Operator, in the absence of forfeiture or other termination of this agreement as hereafter provided, shall not be required to perform more than Forty Three Hundred (4,300) man-shifts of work during the term of this agreement, and the provisions of this section shall be deemed to be fully satisfied when said Forty Three Hundred (4,300) man-shifts of work shall have been performed.

Provided further, that the equivalent value of alterations, improvements, and/or surface and underground exploration and development which may be done, or caused to be done, by the Operator on said Unpatented Lode Mining Claims, and all underground and surface engineering, geology, sampling, assaying, diamond drilling, road work and map making (full reports of which shall be furnished by the Operator unto Lessee upon request for same by Lessee) shall be accepted pro tanto in lieu of the equivalent value of said man-shifts of work; said man-shifts of work to be taken into account for the purposes of such calculation at the rate of Ten Dollars ($10.00) per day. All such beneficial work done, or caused to be done, on the said Unpatented Lode Mining Claims by Operator during the examination and option periods shall constitute man-shifts of labor applicable under the provisions of this section.

Section 6. Annual Assessment Work.

Promptly upon the commencement of the development period Operator shall commence assessment work upon the Unpatented claims, keeping account of the time and expense devoted thereto; provided, however, that Operator shall not be required to commence assessment work on all of said claims concurrently but shall nevertheless carry the same out as may be necessary in fully complying with the laws of the United States with reference to annual assessment work. Lessee represents that all past assessment work has been performed and proof thereof duly recorded.

Section 7. Status of Operator During Examination, Option and Development Periods.

During the examination, option, and development periods the Operator shall be deemed to be and shall be a licensee thereon for the purpose of exploration and development, with the right to extract and dispose of ores upon the terms and

conditions hereafter mentioned.

Section 8. Lessee's Representative on the Properties.

Operator shall afford Lessee, or its duly authorized agent, at all reasonable times, free access to the properties and the working thereof, so long as it does not interfere with Operator's mining operations.

Section 9. Maintenance and Operating Expenses.

All maintenance and operating expenses incurred by the Operator shall be borne and paid solely by him and he agrees to indemnify and defend the Lessee and said properties from and against all liability, claims, demands and liens growing out of or resulting from obligations incurred in such maintenance and operation.

Section 10. Mechanics' and Materialmen's Liens.

Operator shall indemnify and defend the Lessee and said properties against and hold them and each of them harmless from all mechanics' and materialmen's liens by reason of operations of Operator upon said properties; it being further understood that the Lessee reserves and shall at all times have the right to post upon said properties in such places and/or positions as it may elect non-responsibility notices under the provisions of Section 3743 of the Revised Statutes (1929) of the state of Nevada, but any failure to post said notices and record the same shall in no respect relieve Operator from his obligations hereinabove set forth to protect the Lessee and said properties from all such mechanics' and materialmen's liens.

Section 11. Compliance With Laws.

In his operations upon said properties, and in particular in connection with Workmen's Compensation on account of injuries to employees arising out of and in the course of their employment, Operator shall fully and faithfully comply with all laws, ordinances, rules and regulations of competent governmental authority governing such operations or pertaining thereto.

Section 12. Royalties.

Throughout the development period (and during examination and option periods if ore is mined and shipped) Operator shall pay or cause to be paid unto Lessee a royalty of five per cent (5%) of the net smelter returns from all ores and/or concentrates removed and sold from the said seven (7) patented claims, and nine (9) unpatented claims hereinabove recited. Said five per cent (5%) royalty

shall be the only payment required on said purchase price during the development period, but in the event that such royalty fails to equal the full Twenty Thousand Dollars ($20,000.00) balance (after cash payments as hereafter provided) due during said development period, then Operator may, at his election, pay the balance remaining at any time before the expiration of the development period, and Lessee expressly agrees that it will accept such payment in complete satisfaction of the purchase price as hereinabove stated.

Said royalties shall be due and payable by Operator unto Lessee within twenty (20) days after full settlement shall have been received by the Operator.

"Net smelter returns," as used herein, shall mean the net proceeds realized by the Operator from the sale of ores and/or concentrates from said properties, to a smelter, mill, reduction works or any third party, after first deducting the smelter charges and deductions, or other treatment charges, transportation to rail head charges, railroad freight and demurrage charges, control and umpire assay charges and independent sampling charges. Provided, that on ore and/or concentrates mined, removed and sold from the said seven (7) Patented Lode Mining Claims, the royalty paid to The St. Lawrence Mining Company shall also be considered a marketing expense under the provisions of this section and shall be deductible before calculating said royalty due Lessee. In connection with this section it is mutually agreed that "net smelter returns" may be either a positive or negative amount, and in the event that it should be a negative amount, i.e., representing a net smelter loss, the amount of that loss shall be balanced against subsequent positive returns before the calculation and payment of royalty, as provided herein, shall be made on such subsequent shipments. The Operator agrees to exercise reasonable diligence in selecting ore for shipment which will avoid any such negative "net smelter returns."

Provided, however, that all sales taxes upon the sale of ores and/or concentrates, and any severance taxes, mineral rights taxes, net proceeds taxes, occupation taxes, taxes upon ore mined, moved or blocked out, or other taxes of a similar nature, shall be paid by the Operator, and the amount thereof shall be taken into account as a deduction before calculating royalty payment to the Lessee, under the provisions of this section.

The Operator shall permit the Lessee to sample ore and/or concentrate

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shipments at the properties, or enroute or at the point of sale, but any expense connected therewith shall be borne solely by the Lessee. The Operator agrees to execute such instrument or instruments as may be deemed necessary in the judgment of the Lessee to secure it its royalty herein reserved, and the Lessee may deposit said instrument or instruments with any smelter, mill, reduction works or third party purchasing said ore and/or concentrates from Operator, and thereby authorize them to compute the necessary deductions and pay royalties as set forth herein - i. e., five per cent (5%) of "net smelter returns" as previously defined above, to the Lessee, and ninety five per cent (95%) to the Operator.

Operator shall furnish or cause to be furnished to the Lessee, a duplicate set of all purchase settlements on all ore and/or concentrates shipped from said properties.

Section 13. Improvements-Retirements.

Title to all improvements, (except the timber placed underground in said properties) buildings, bins, tools, machinery and equipment of every kind and character placed upon, or used in connection with the operations hereunder, whether affixed to the real estate or not, shall remain in the Operator. Upon the termination of this agreement, for any cause, prior to the time the final payment is made, Operator shall have sixty days (60) after receiving written notice from the Lessee so to do, to commence the removal of all such improvements, (except as to timber placed underground) buildings, bins, tools, machinery and equipment of every kind and character, and thereafter the Operator shall prosecute said removal with reasonable diligence until all of his said property is so removed.

Section 14. Forfeiture Provisions.

Upon any failure or default by the Operator in any of his obligations hereunder (except the payment of money as herein provided), and his failure to commence rectification thereof within thirty days (30) after receipt of written notice from the Lessee so to do and his further failure to carry out such rectification diligently and continuously thereafter until such default is remedied, then at the option of the Lessee this agreement shall forthwith cease and determine, and all

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rights, of Operator in, to and upon the properties covered hereby shall be at an end. Upon any failure or default by the Operator in the payment of royalties unto the Lessee or the minimum installments of purchase price, as herein provided for, and the failure to remedy the same within twenty days (20) after written notice from the Lessee so to do, then at the option of the Lessee this agreement shall forthwith cease and determine, and all rights of Operator in, to and upon the properties covered hereby shall be at an end.

Provided, however, that in the event Lessee elects to secure the payment of its royalty, as herein provided, direct from the smelter, mill, reduction works or other third party purchasing said ore and/or concentrates from Operator, and Operator executes such an instrument or instruments in favor of Lessee and upon its request, then upon acceptance of such an instrument or instruments by smelter, mill, reduction works or other third party purchasing ore and/or concentrates, Operator shall be deemed to have complied fully with the provisions of sections 12, 16, and 17, of this agreement and shall be relieved from any further liability for the payment of such royalty, and in such event, Lessee expressly agrees that any failure to receive royalties so due shall not constitute a basis for forfeiture of Operator's rights under the provisions of sections 12, 14,16, 17 and 18 of this agreement.

Section 15. Strikes, Fires, Floods or Acts of God.

Operator may suspend operations under this agreement on said properties in the event and to the extent that they are prevented by the elements, accidents, strikes, fires, floods, slides or other catastrophe, or by the Acts of God or other cause (whether similar or dissimilar to the foregoing) beyond the control of the Operator. In such event, however, the Operator shall resume operations as soon as reasonably possible if it can be done profitably; and he also agrees that he will resume operations as soon as such cause for delay shall be removed. Provided, that Operator may also suspend operations hereunder in the event that such operations become economically unprofitable because of low metal prices, low grade of ore, and/or excessive labor, hauling or freight, or treatment charges.

In the event of a dispute between the Lessee and Operator over the provisions of this section, the parties hereto expressly agree to have said dispute arbitrated by appointing one person to represent the Lessee, one person to

represent the Operator and these two to select a third person, which shall constitute said Board of Arbitration, and the parties hereto hereby agree to abide by the majority decision of said Arbitration Board. All expenses of such Arbitration Board to be borne equally by Lessee and Operator.

Provided further, that such suspension of operations by the Operator shall not be the cause of forfeiture of the rights of Operator under the provisions of this agreement, except that during any such suspension of operations, Operator shall not be relieved of his obligation to perform the annual assessment work upon the unpatented claims and record proof thereof, and in any such event this agreement shall be extended for a reasonable period, conforming to the time necessary to overcome the effects thereof.

Section 16. Intermediate Payments.

In the event that Operator elects to re-negotiate the Lease and Option to Purchase agreement with the St. Lawrence Mining Company as herein provided, and accomplishes such re-negotiation during the examination period and receives the completed and executed agreement during said period, then he shall make an intermediate installment payment unto Lessee in the sum of Fifteen Hundred Dollars ($1,500.00) on or before the 31st day of December, 1950. Said intermediate payment to apply under the provisions of Section 17 next below.

Section 17. Exercise of Option and Payment of Installment of Purchase Price.

(a) Notice of the exercise of the option hereby granted shall be in writing by Operator unto the Lessee on or before the 31st day of May, 1951, accompanied by the payment of a sum of money sufficient in amount, when added to the aggregate of any and all royalties theretofore paid by Operator and any or all intermediate payments, pursuant to the provisions of sections 12 and 16 hereof, to equal the sum of Six Thousand Dollars ($6,000.00), being the total amount of cash installment required on said purchase price of Twenty Six Thousand Dollars ($26,000.00).

(b) Provided, that in the event Operator shall commence actual underground mining operation on said patented or unpatented claims, or both, at any time prior to the 31st day of May, 1951, then he shall, within ten (10) days after such

commencement of underground mining operations, so notify Lessee in writing and accompany said notice with the option payment as provided in subdivision (a) of this section above.

Section 18. Deposit of Papers and Conveyance.

(a) Promptly and within not more than thirty (30) days after notice of exercise by Operator of the option hereby granted, in the manner next above provided, the Lessee shall execute a proper deed conveying all of its right, title and interest in and to the said properties to Operator or his nominee, free and unincumbered, and place the same together with a copy of this agreement in an escrow to be opened up by the parties hereto.

When payment of the full purchase price of the properties, as provided in section (2) hereof, is made to Lessee, said deed shall be delivered to Operator or his nominee. In case of termination of the agreement, as provided herein, by either party, said deed shall be returned to the Lessee.

(b) Contemporaneously with the execution of Lessee's deed, the Operator, his successors or assigns, shall also execute a proper deed, or other conveyance for the purpose of clearing the title of said properties, which shall also be placed in said escrow. Upon the termination of this agreement before the payment of the full purchase price, by either party hereto and in such manner as herein provided, such deed or conveyance shall be delivered to the Lessee. In the event the purchase price is paid in full, by the time and in the manner herein provided, said deed or conveyance shall be returned to the Operator.

Section 19. Relinquishment by Operator.

Operator may, at any time, terminate this agreement by giving written notice to Lessee of his decision so to do, in the manner hereafter provided. Thereupon he shall be relieved of any and all liabilities under this agreement, except that he shall pay, or cause to be paid to Lessee the royalty on ore removed and sold to date of such termination for which royalty has not already been paid. In such event, any and all cash installments and royalty payments paid by Operator unto Lessee shall be retained by Lessee as land rental.

Provided, that upon such termination of this agreement, the Operator

shall assign to Lessee any and all of the right, title and interest he may have in and to the aforementioned seven (7) Patented Lode Mining Claims by virtue of any renegotiated Lease and Option to Purchase between him and the St. Lawrence Mining Company, as herein contemplated.

Section 20. Notices.

All notices provided herein, and all statements to be given by either party to the other, shall be in writing, sent by registered mail, return receipt requested, addressed as follows:

Lessee:

Messrs. Robison, Cottino and Hulse
c/o James G. Hulse
P. O. Box 77
Pioche, Nevada

Operator:

James D. Williams
757 South Berendo #501
Los Angeles 5, California

Either party may change the address to which the notices shall be sent by giving written notice thereof to the other party by registered mail as herein provided.

Section 21. Relationship of Parties.

It is expressly agreed, understood and declared by the parties hereto that the relationship of the parties as herein contemplated is and shall continue to be that of lessor and lessee, and not that of employer and employee, partners or joint adventurers; that Operator is customarily engaged in the independent established trade, profession, occupation and business of mining under lease for his own profit and benefit.

Section 22. Grant of Authority by Lessee.

In the event that Operator decides to re-negotiate the Lease and Option to Purchase agreement with the St. Lawrence Mining Company, as herein provided, Lessee agrees to execute promptly, upon request by the Operator, such instrument or instruments as may be reasonably necessary, granting Operator the right to so negotiate with the St. Lawrence Mining Company and directing said company that such authority has been expressly granted by Lessee unto Operator under the provisions of this agreement.

Upon execution and delivery of said re-negotiated Lease and Option to Purchase agreement by The St. Lawrence Mining Company unto the Operator, Operator shall then be governed exclusively by the terms and conditions of said re-negotiated agreement insofar as the seven (7) Patented Lode Mining Claims are concerned.

Section 23. Assignment.

This agreement shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns. Lessee expressly grants unto Operator the right to assign this agreement in whole or in part, to any third party or parties and Operator agrees to notify Lessee in writing of such an assignment within ten (10) days after same is made, giving the name and address of such third party or parties.

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

Shirley G. Robison
Shirley G. Robison

Marjorie M. Robison

Victor Cottino
Victor Cottino

Agnes Cottino

James G. Hulse
James G. Hulse

Verene C. Hulse

Lessee

James D. Williams
James D. Williams, Operator

STATE OF NEVADA)
) ss.
COUNTY OF LINCOLN)

On this 9th, day of July, 1950, before me, Mary Meggano a Notary Public in and for the said County and State, residing therein and duly commissioned and sworn, personally appeared SHIRLEY G. ROBISON and MARJORIE M. ROBISON, his wife, VICTOR COTTINO and AGNES COTTINO, his wife, JAMES G. HULSE and BERENE C. HULSE, his wife, and JAMES D. WILLIAMS, known to me to be the persons whose names are subscribed to the foregoing and within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto affixed my signature and official seal on the day and year in this certificate first above written.

Mary Meggano
Notary Public in and for the said County and State.

My Commission expires:
June 18, 1951

MAY 22 1951

THIS AGREEMENT made in triplicate this 18th day of May, 1951, between Shirley G. Robison and Marjorie M. Robison, his wife, of Ely, Nevada, James G. Hulse and Berene C. Hulse, his wife, and Victor Cottino and Agnes Cottino, his wife, of Pioche, Nevada, first parties, and Mt. Wheeler Mines, Inc., a corporation under the laws of Nevada, second party,

WITNESSETH:

R E C I T A L S

On July 9, 1950, the above named first parties and one James D. Williams entered into an agreement whereby said Williams obtained a lease and option to purchase property and property rights in Mt. Washington Mining District, White Pine County, Nevada, as follows:

1. Lease and option agreement from St. Lawrence Mining Company to said first parties describing seven patented mining claims and dated August 3, 1948, which agreement was subsequently extended and modified.

2. Nine unpatented lode mining claims described as Bonanza 2 to 10 inclusive.

On November 25, 1950, the first parties herein and said Williams and St. Lawrence Mining Company entered into a novation agreement which provided, among other things, that said Williams might at his option, meet the work requirement of the agreement of August 3, 1948, as extended and modified, either by extending the crosscut in Lincoln Canyon, or by driving a new crosscut from Pole Canyon.

Said Williams has heretofore assigned and transferred to second party all his right, title and interest in the above mentioned agreements, and second party has assumed performance of all the obligations thereof.

Now in consideration of the premises and of the terms and conditions herein stated to be kept and performed by the parties respectively, it is hereby agreed:

1. That in the event second party drives a new crosscut from Pole Canyon as part of its program of development, all work done therein shall apply upon and fulfill the work requirements under the agreement of July 9, 1950, as to the Bonanza group of claims hereinbefore mentioned.

2. Second party shall pay to first parties royalties required by said agreement of July 9, 1950, on all ores produced from said Pole Canyon tunnel regardless of the source.

3. Other than as herein stated said agreement of July 9, 1950, is hereby ratified and confirmed.

WITNESS the due execution hereof the day and year first above written.

Shirley G. Robison

Shirley G. Robison

Marjorie M. Robison

Marjorie M. Robison

James G. Hulse

James G. Hulse

Berene C. Hulse

Berene C. Hulse

Victor Cottino

Victor Cottino

Agnes Cottino

Agnes Cottino

First Parties

MT. WHEELER MINES, INC.
By

James D. Williams

James D. Williams, President
Second Party

STATE OF NEVADA :
) ss
County of White Pine:

Before me, the undersigned authority, a Notary Public in and for said County and State, on this 18th day of May, 1951, personally appeared Shirley G. Robison and Marjorie M. Robison, known to me to be two of the persons described in and who executed the foregoing agreement, who each duly acknowledged to me that he and she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Robert R. Gill

Notary Public in and for
said County and State

My Commission Expires:
Sept 26, 1951

STATE OF NEVADA :
) ss
County of Lincoln:

Before me, the undersigned authority, a Notary Public in and for said County and State, on this 19th day of May, 1951, personally appeared James G. Hulse, Berene C. Hulse, Victor Cottino and Agnes Cottino, known to me to be four of the persons described in and who executed the foregoing agreement, who each duly acknowledged to me that he or she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Mary Mezzanno
Notary Public in and for
said County and State

My Commission Expires:
June 18, 1951

Deed

THIS INDENTURE, made this .....Tenth..... day of .....November....., A. D. 19 50, between F. T. West as County Treasurer and Ex-officio Tax Receiver of White Pine County, State of Nevada, and the said County of White Pine acting by and through its duly elected, qualified and acting County Commissioners, parties of the first part, hereinafter called the Grantors, and .....James D. Williams....., party of the second part, hereinafter called the Grantee.....

Witnesseth

WHEREAS, the hereinafter described property was heretofore conveyed to the County Treasurer and Ex-officio Tax Receiver of White Pine County, State of Nevada, as trustee, in accordance with the provisions of Section 6462 of the Compiled Laws of the State of Nevada, 1929, and

WHEREAS, heretofore and on the ..Tenth..... day of October, A. D. 19 50, the Board of County Commissioners of White Pine County, State of Nevada, in pursuance of the certain act of the Legislature entitled, "An act relating to the sale, by the County Commissioners of the various Counties of this State, of patented mining claims which have, or may hereafter become the property of any County of this State through the operation of the revenue laws of the State," approved March 6, 1933, made and entered its order surrendering possession of certain interest hereinafter specified of the hereinafter described patented lode mining claims to the Grantee ..... named in accordance with the provisions of said act, and

WHEREAS, the said Grantee..... now desires to purchase said interest in said patented lode mining claims,

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said Grantors by virtue of the premises and in pursuance of the statutes in such cases made and provided, and

for and in consideration of the sum of Eighty and 00/100..... Dollars, in hand paid by the Grantee..... to the Grantors, the receipt in sufficiency whereof is hereby acknowledged, by these presents, do grant, bargain, sell, convey and confirm unto the said Grantee..... and to .....his..... heirs and assigns forever, that certain whole interest in the patented lode mining claims commonly called: Washington U. S. Patent No. 2590
Young America, U. S. Patent No. 3040,
Canaan U. S. Patent No. 2591
Sheffield, U. S. Patent No. 2592,

situate in the ..Lincoln Mining District....., White Pine County, State of Nevada, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property and improvements with the appurtenances unto the said Grantee....., ...his..... heirs and assigns forever as fully and absolutely as the said Grantors may or ought to grant and convey the same by virtue of the statutes in such cases made and provided.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and affixed their Official Seal the day and year first above written.

F. T. West

County Treasurer and Ex-officio Tax Receiver of White Pine County, Nevada.

WHITE PINE COUNTY

By Wynn Tamblyn

Al Tamblyn

Ben Ferguson

Ben Ferguson

W. J. Hemingway

W. J. Hemingway

County Commissioners of White Pine County, State of Nevada

STATE OF NEVADA.)
County of White Pine } ss

On this, the 21st day of November A. D. 1950 before me, Fred D. Oldfield, County Clerk and Ex-officio Clerk of the Seventh Judicial District Court of the State of Nevada, in and for the County of White Pine, personally appeared F. T. West, County Treasurer and Ex-officio Tax Receiver, Al Tamblyn, Ben Ferguson and W. J. Hemingway, County Commissioners, all of White Pine County, State of Nevada, personally known to me to be the officers designated in the foregoing instrument and who duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Fred D. Oldfield

Clerk of the Seventh Judicial District Court.
State of Nevada, County of White Pine

Filed for record at request of
J. J. West, Co. Trea.
Nov. 21, 1950
at 4.0 min. past 11 o'clock
A. M. and recorded in
Book 145, Mining deeds, page 230-231
Records of White Pine County, Nevada
Fee for recording 1.25 Paid

QUIT CLAIM DEED

In consideration of the sum of Ten Dollars and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned, James D. Williams and Ruth T. Williams, his wife, of Los Angeles, California, do hereby sell, convey, remise, release and forever quit claim (but without any warranty or waranties, express or implied) unto Mt. Wheeler Mines, Inc., a corporation under the laws of Nevada, all of our right, title and interest in and to the following named patented lode mining claims in White Pine County, State of Nevada, to-wit:

Washington	U.S.S. 2590
Young America	U.S.S. 3040
Canaan	U.S.S. 2591
Sheffield	U.S.S. 2592

Together with water and water right and any and all hereditaments and appurtenances.

To HAVE and to HOLD the same unto said Mt. Wheeler Mines, Inc., its successors and assigns forever.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 21st day of December, 1950.

James D. Williams
Ruth T. Williams

STATE OF CALIFORNIA :
) ss
County of Los Angeles:

On this 21 day of Dec., 1950, before me Kathrin Essman a Notary Public in and for the said County and State, residing therein and duly commissioned and sworn, personally appeared James D. Williams and Ruth T. Williams, his wife, known to me to be the persons whose names are subscribed to the foregoing and within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto affixed my signature and official seal on the day and year in this certificate first above written.

Kathrin Essman
Notary Public - L.A. Co., Cal.
Residing at
3011 Scotland - L.A.

My Commission Expires:
2-5-54

[illegible]

Recorded Feb. 28, 1951 at 9:12 A. M.

N S Shaver
Recorder of White Pine County, Nevada
By [illegible]

No. 4780SI
Colored Tabs

No. 4781SI
Clear Tabs

MADE IN U.S.A.

NATIONAL INSERTABLE-TAB INDEXES ENABLE YOU TO MAKE YOUR OWN SUBJECT ARRANGEMENT, USING PLAIN INSERTS ON WHICH TO WRITE YOUR OWN CAPTIONS.

EXHIBIT "C"

Financial Statement

MT. WHEELER MINES, INC.
FINANCIAL STATEMENT
AS OF APRIL 1, 1951

ASSETS

Current Assets:			$ 11,667.92
Cash - First Security	3,317.89		
Cash - Ely National Bank	2,500.00		
Working fund	2,600.00	8,417.89	
Accounts Receivable		3,082.03	
Harrington Mines Co.	3,082.03		
Advances & deposits		168.00	
Nevada Industrial Commission	168.00		
Property:			1,140,722.63
Automobiles and trucks		1,200.00	
Furniture and fixtures		93.84	
Mining claims, leases and options		1,126,000.00	
Land	1,000,000.00		
Claims - patented (7)	100,000.00		
" - unpatented (9)	26,000.00		
(a) Development		13,428.79	
Total Assets			$1,152,390.55

LIABILITIES AND CAPITAL

Current Liabilities:			7,390.55
Accounts payable - current		2,890.55	
Options payable - payment due 5/31/51 to Robison, Cottino & Hulse		4,500.00	
Long Term			
Notes payable - Combined Metals (2 years)			145,000.00
With option to purchase stock		25,000.00	
Options payable:		120,000.00	
Robison, Cottino and Hulse	20,000.00		
St. Lawrence Mining Co.	100,000.00		
Capital:			
Authorized capital stock	2,000,000	$2,000,000.00	
Deduct: Unissued capital stock	1,000,000	1,000,000.00	
Common stock outstanding	1,000,000	$1,000,000.00	$1,000,000.00
Total Liabilities and Capital			$1,152,390.55

4/11/51

(a) Development Expenditures

412-001	Contract development	$ 1,104.00
412-002	Company development	3,855.40
416-001	Assaying	14.00
418-010	Change room	430.32
418-012	Compressor	405.88
431-001	Automobiles - Company	6.25
431-002	Automobiles - Hired	100.12
435-001	Geological	922.65
436-101	Supervision	5,740.90
436-107	Printing	141.71
436-109	Office supplies	59.32
436-111	Telephone	24.68
439-106	Legal	309.94
439-111	Welfare (physical examination)	57.00
439-201	Insurance - general	256.62
		$13,428.79

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EXHIBIT "D"

EXHIBIT "D"

Claims to be Devoted
To Exploration Project

KAROLTON KLASP—8¾ X 11¼
"MADE IN U. S. A."
THE AMERICAN ENVELOPE CO.
WEST CARROLLTON, OHIO

NATIONAL

No. 4780SI
Colored Tabs

No. 4781SI
Clear Tabs

MADE IN U.S.A.

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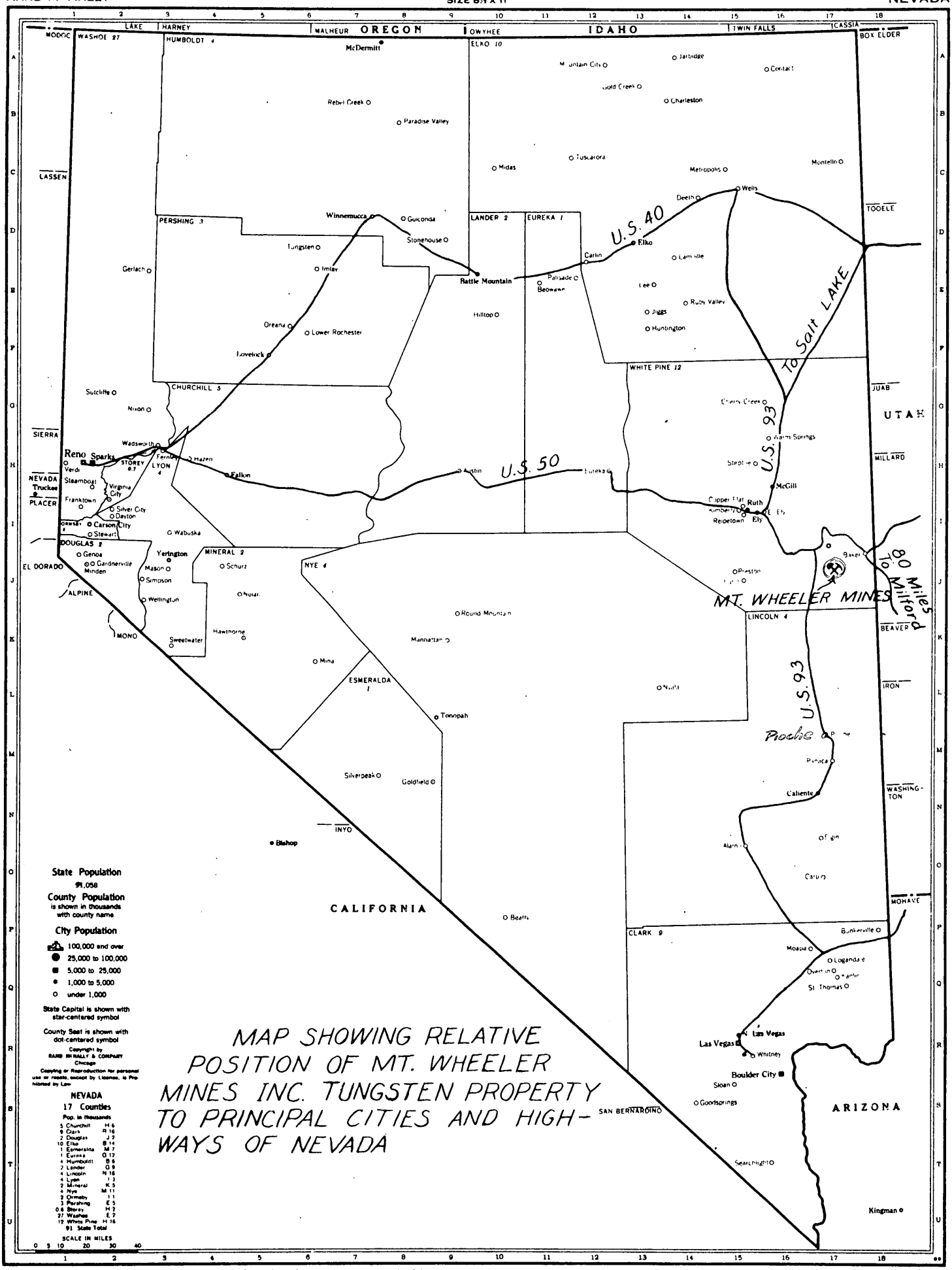
EXHIBIT "E"

EXHIBIT "E"

LOCATION OF
PROPERTY



MAP SHOWING RELATIVE POSITION OF MT. WHEELER MINES INC. TUNGSTEN PROPERTY TO PRINCIPAL CITIES AND HIGHWAYS OF NEVADA

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Clear Tabs

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EXHIBIT "F"

ORE RESERVES AND
ASSAY DATA

A

REFERENCES

COMBINED METALS REDUCTION CO.

CORRELATION OF LOWER TO MIDDLE CAMBRIAN FORMATIONS OF MT. WASHINGTON WITH EUREKA - PIOCHE

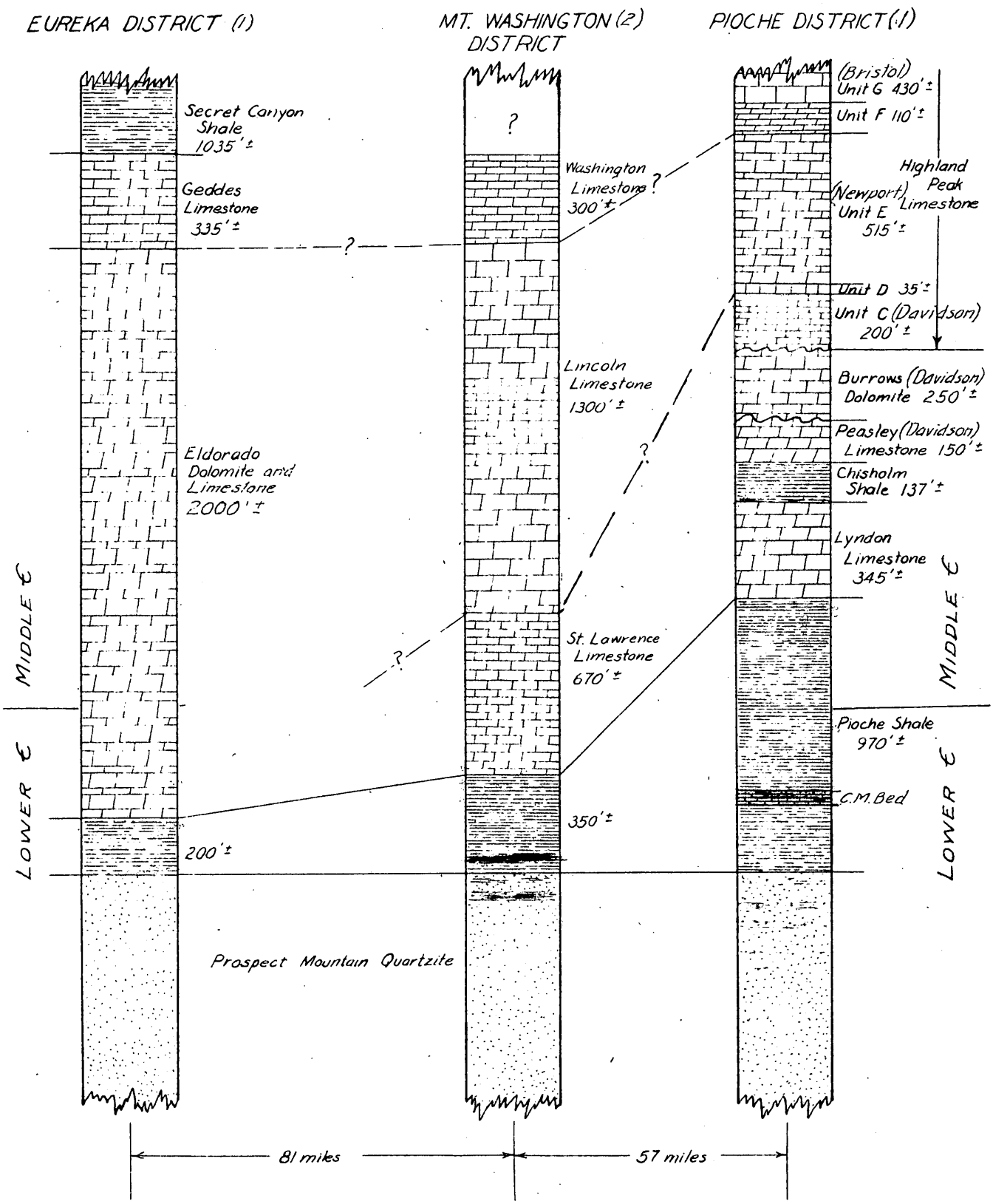
Oct. 12 1950

MADE BY Harry S. Voller

TRACED BY

CHECKED BY R. Hammill

SCALE 1" = 500'



(1) As published in U. of N. Bul. Geol. and Min. Series No. 31, H.E. Wheeler, D.M. Lemmon
(2) This report

Telephone 9-9962

CERTIFICATE OF ASSAY

DEASON & NICHOLS

ASSAYERS & CHEMISTS

C. Ivan Nichols Wm. J. Deason

160 So. West Temple Street

Salt Lake City 1, Utah

Mt. Wheeler Mines, Inc.
218 Felt Building
Salt Lake City, Utah

ASSAY PER TON OF 2000 POUNDS

May 15, 1951

DESCRIPTION	NO.	GOLD OUNCES	SILVER OUNCES	WET LEAD %	COPPER %	ZINC %	INSOL %	% WO_3	%	%	%
#404	South drift - Pole Tunnel - 5 ft. Adv.							1.27	(10	cars)	
#405	South drift - Pole Tunnel -25 ft. Adv.							1.52	(30	cars)	
#406	Speciman from Wheeler bedding in South drift at 21 ft. - 3' bed.							16.28			

CHARGES $ 17.00

NO. A 100

REFERENCES

MT. WHEELER MINES INC.

PLAN AND SECTIONS OF SOUTH WORKINGS IN POLE CANYON ~ SHOWING GEOLOGY AND ADVANCEMENT TO DATE

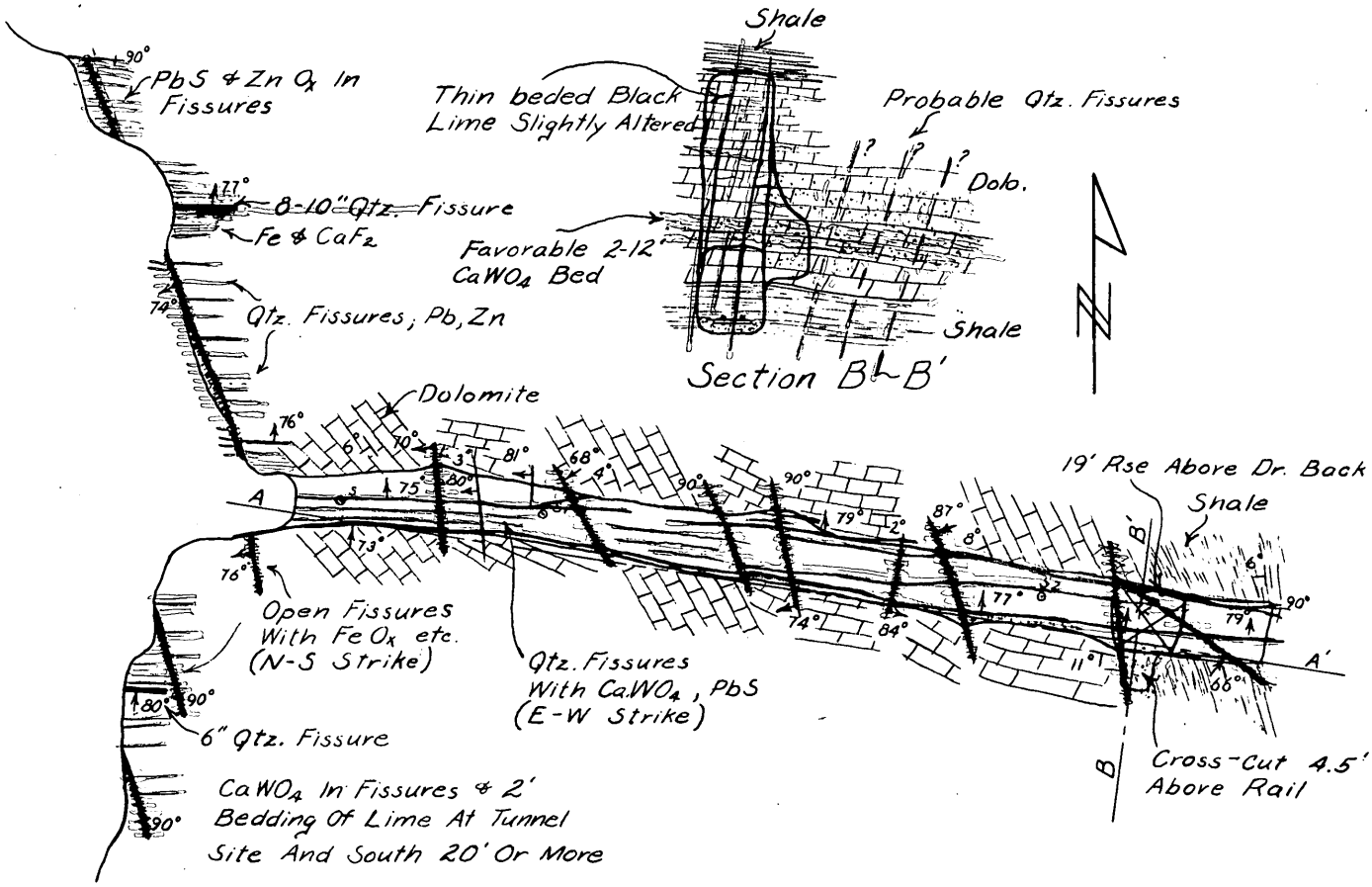
MAY 4 th. 1951

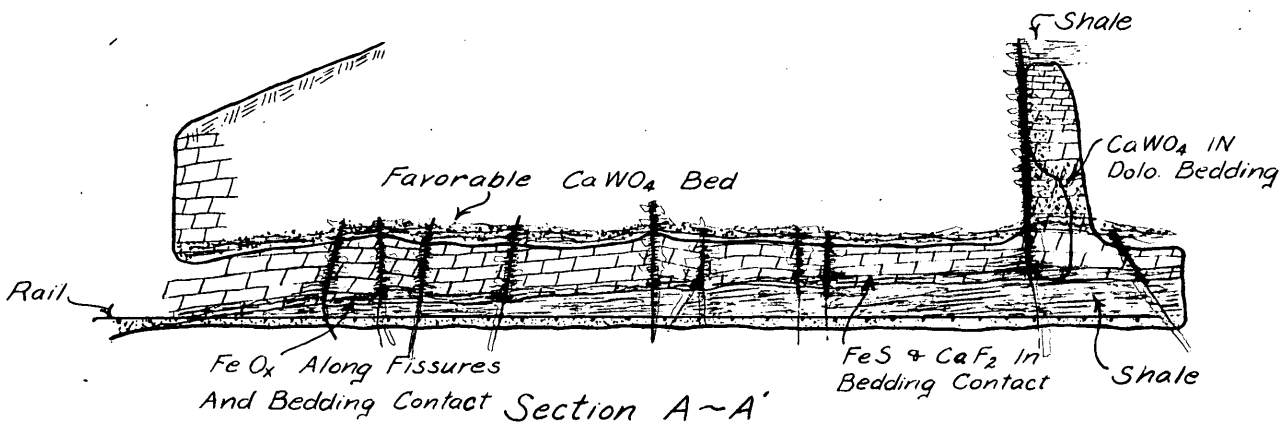
MADE BY Harry S Poller

TRACED BY

CHECKED BY

SCALE 1" = 20'





Note: Fissures Generally Are Open In Dolomite Bedding And Tight In Shale Bedding.

No A 103

References A-100

MT. WHEELER MINES INC.

PLAN AND ISOMETRIC VIEWS OF RECENT POLE CANYON TUNNEL WORKINGS ~ Showing Geology & Occurance of Ore.

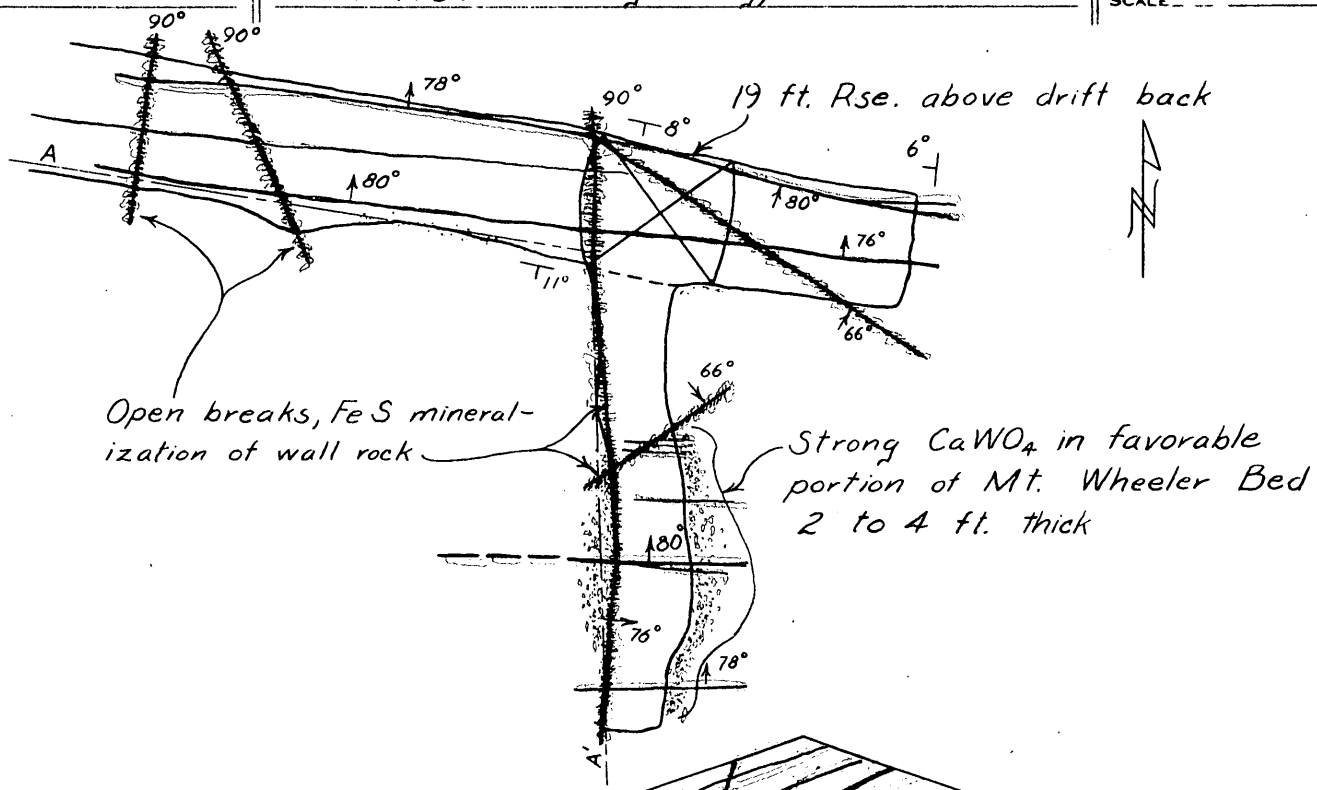
MAY 15 1951

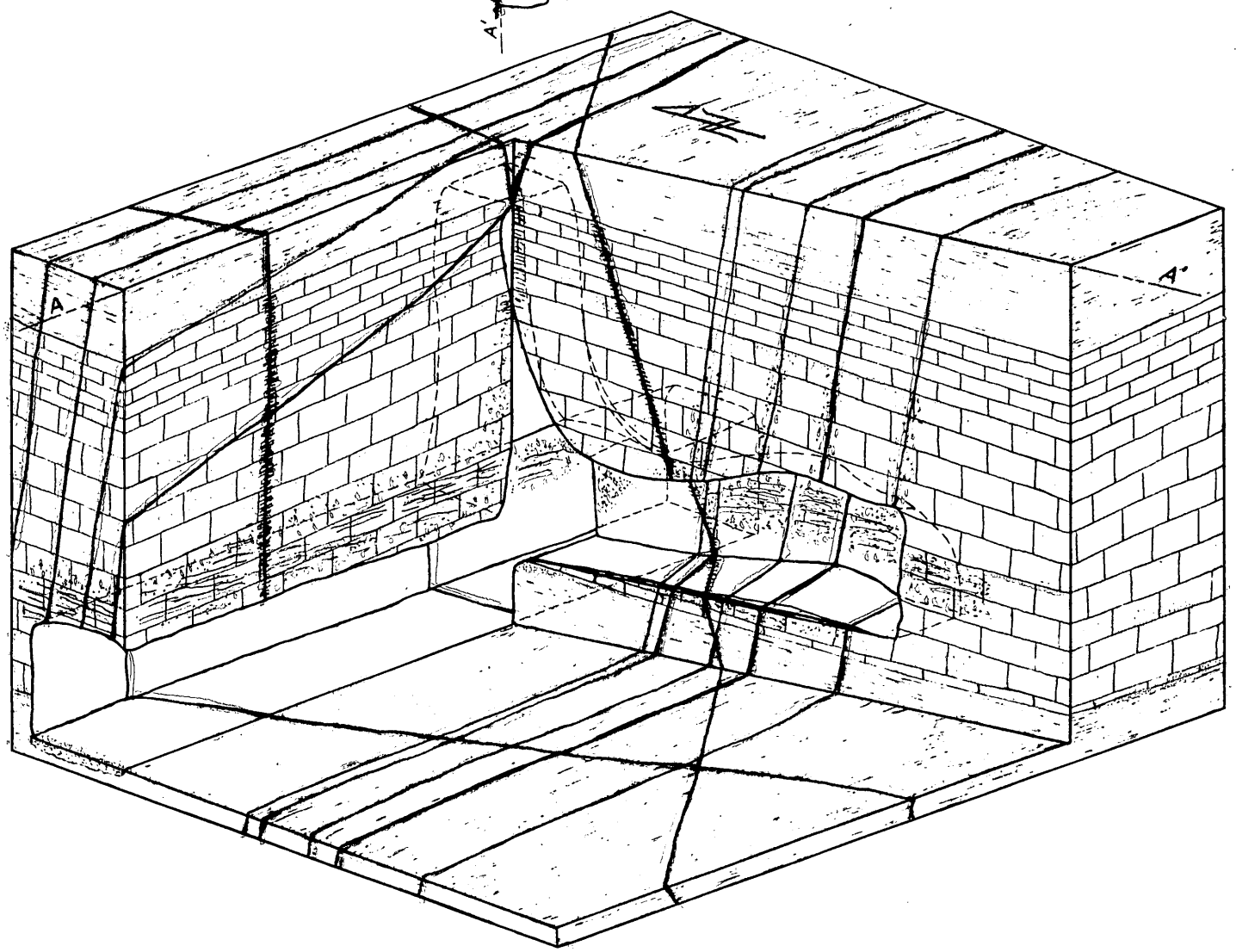
Made by Harry S Poller

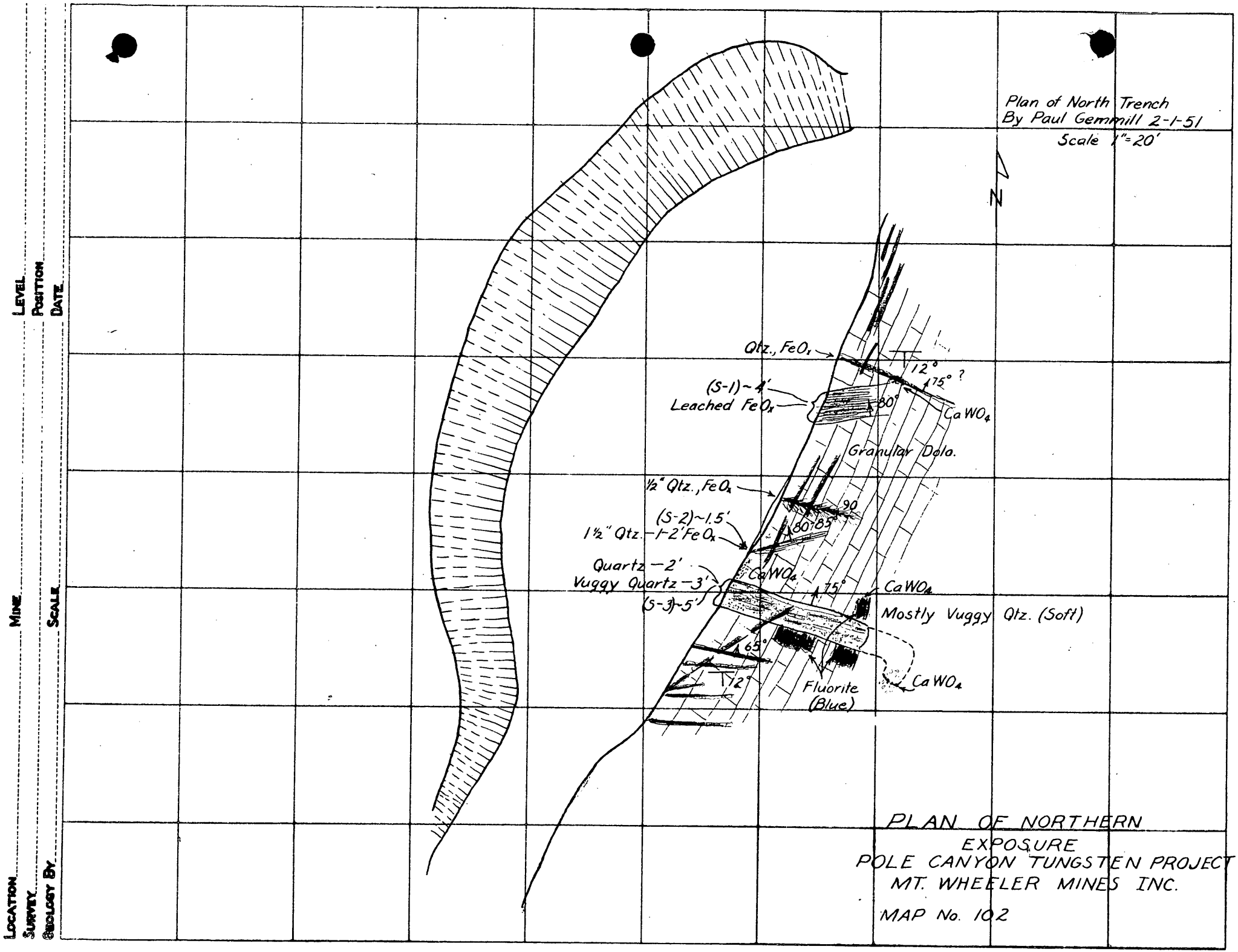
Traced by

Checked by

Scale 1" = 10'






Plan of North Trench
By Paul Gemmill 2-1-51
Scale 1"=20'
N
Qtz., FeO$_x$
12°
75° ?
(S-1)~4'
Leached FeO$_x$
80°
CaWO$_4$
Granular Dolo.
½" Qtz., FeO$_x$
90
(S-2)~1.5'
1½" Qtz.-1-2' FeO$_x$
80-85°
Quartz-2'
Vuggy Quartz-3'
(S-3)~5'
CaWO$_4$
75°
CaWO$_4$
Mostly Vuggy Qtz. (Soft)
65°
12°
Fluorite
(Blue)
CaWO$_4$
PLAN OF NORTHERN
EXPOSURE
POLE CANYON TUNGSTEN PROJECT
MT. WHEELER MINES INC.
MAP No. 102
LEVEL
POSITION
DATE
MINE
SCALE
LOCATION
SURVEY
GEOLOGY BY

Telephone 9-9962

CERTIFICATE OF ASSAY

DEASON & NICHOLS
ASSAYERS & CHEMISTS
C. Ivan Nichols Wm. J. Deason
160 So. West Temple Street
Salt Lake City 1, Utah

Mr. James D. Williams
Mt. Wheeler Mines, Inc.
218 Felt Bldg.
City

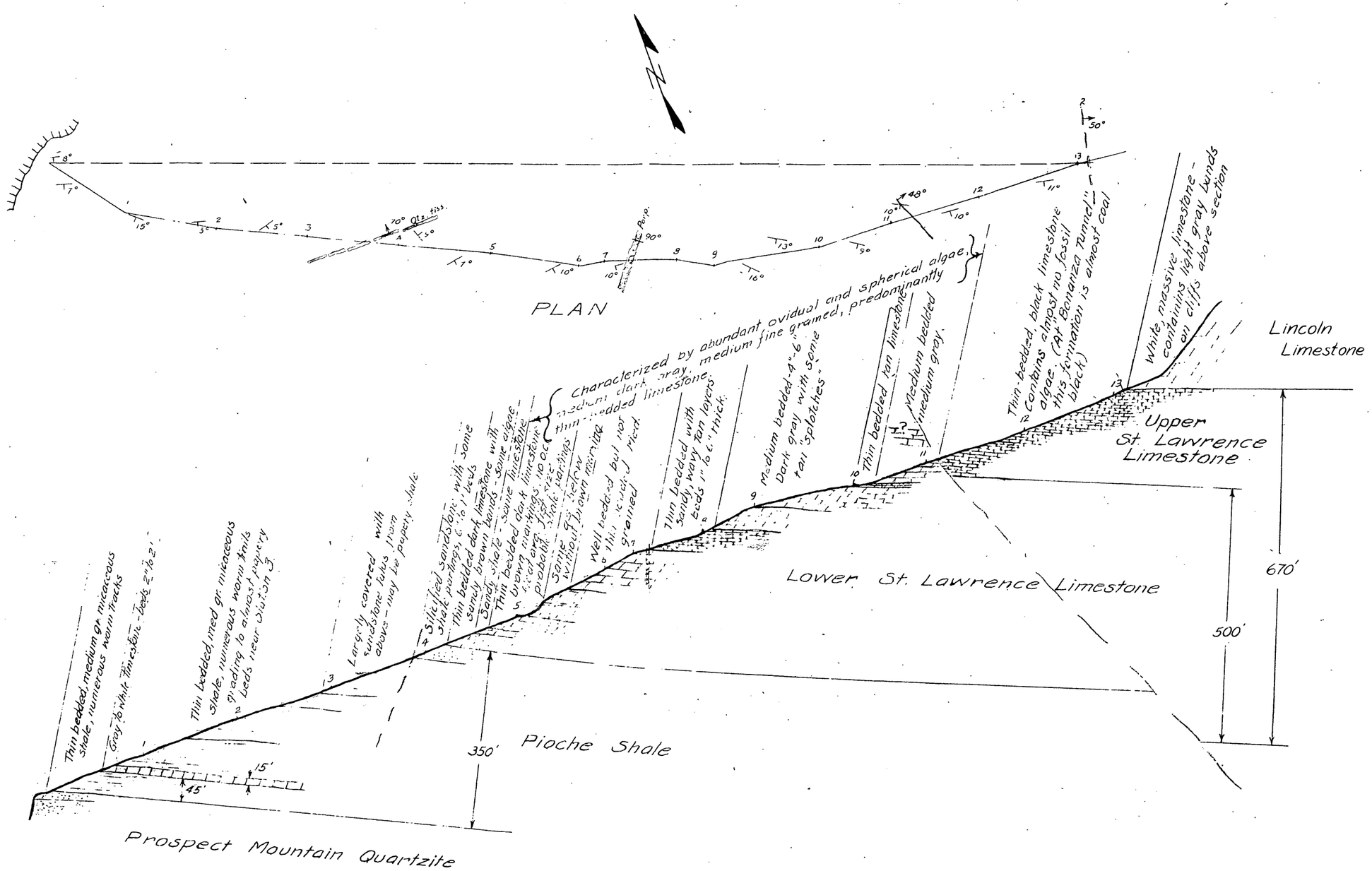
May 4, 1951

ASSAY PER TON OF 2000 POUNDS

DESCRIPTION	NO.	GOLD OUNCES	SILVER OUNCES	WET LEAD %	COPPER %	ZINC %	INSOL %	%	% Tungsten	%	%
									WO3		
# 401 - General muck pile sample from Raise at 105' -Pole Canyon Tunnel									0.36		
# 402 - 3' Vertical Cut - upper Scheelite bed - Face South Drift - Pole Tunnel									0.42		
# 403 - Box sample taken from 15 Cars Sttockedpiled Raise at Pole Tunnel									0.64		

CHARGES $ 9.00

C. Ivan Nichols



REFERENCES	WORK		
		DRAWN Oct 12 '59 Neil Gammill	COMBINED METALS REDUCTION CO. ST. LAWRENCE MINE WHITE PINE COUNTY, NEVADA
		TRACED	
		CHECKED	
		APPROVED	

SECTION OF PIOCHE SHALE AND ST. LAWRENCE LIMESTONE TAKEN IN POLE CANYON

SCALE 1" = 200'

B-

CARROLTON KLASP—8¾ X 11¼
"MADE IN U. S. A."
THE AMERICAN ENVELOPE CO.
WEST CARROLLTON, OHIO

No. 4780SI
Colored Tabs

No. 4781SI
Clear Tabs

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EXHIBIT "G"

MAP SHOWING
PROPOSED DEVELOPMENT

CARROLTON KLASP—8¾ X 11¼
"MADE IN U. S. A."
THE AMERICAN ENVELOPE CO.
WEST CARROLLTON, OHIO

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Colored Tabs

No. 4781SI
Clear Tabs

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EXHIBIT "H"
Part 1

Report By
Earl B. Young

May 11, 1951

Mr. James D. Williams, President
Mt. Wheeler Mines, Inc.
218 Felt Building
Salt Lake City, Utah

Dear Mr. Williams:

In an advisory capacity, I have been familiar with geological conditions at the Mt. Wheeler property in White Pine County, Nevada, since the time of our preliminary examination in September, 1950; and have been familiar with the various plans which have been proposed for the development of the property.

While there seemed little question of the desirability of developing the mineral showings in this area, two methods of attack were evolved. One project called for the driving of a 2100 foot tunnel in Lincoln Canyon to the St. Lawrence fissure, then drifting north on the fissure and raising at favorable places to develop intersections of the mineralizing veins with the favorable limestone beddings. The other project called for an operation to be centered in Pole Canyon which would consist of a long tunnel driven eastward on a strong mineralized zone, which would crosscut numerous fissures known to exist in the Pole Canyon amphitheatre and ultimately reach the St. Lawrence fissure which was the objective in the Lincoln Canyon tunnel.

The Pole Canyon project was finally given preference, and the tunnel was started at an elevation of about 7800 feet at the point where a strong east-west mineralized zone intersected a 20-foot limestone bed which was about 50 feet above the basal Cambrian quartzite.

The reasons for this decision may be summarized as follows:

1. The outcrop of the limestone and the east-west fissuring at this point contained scheelite; and the strength of the mineralization seemed to justify the development work. If successful, the development would add materially to the nation's much needed supply of tungsten. There was no known tungsten in the Lincoln Canyon area.

2. Physiographically, Pole Canyon offered much better evidence of fissuring than Lincoln Canyon. Upper Pole Canyon is a large amphitheatre with high bounding limestone walls and the suggestion of much fracturing, decomposition and erosion is obvious. Hence, it might be the locus of strong mineralization. Lincoln Canyon is a deep linear gash with a minimum of alteration.

3. The tunnel in the Pole Canyon area would start immediately in a strongly mineralized area while the Lincoln Canyon project called for a 2100 foot tunnel before reaching the St. Lawrence fissure.

4. From an operational point of view the Pole Canyon area, with its wider area and easier slopes, offered much better location for camp site, and year-round accessibility. Storms in Lincoln would make work there more expensive because of deep snows and impassable roads.

The Pole tunnel has now been advanced in a S 80° E direction 110 feet. To date the work has proved the correctness of the four reasons outlined above for doing the work at this point. The amount of scheelite has increased materially. Several small but definite north-south fissures have been cut which justify the belief that the area will be cut by many small fractures, thus contributing one of the necessary structural requirements for ore formation. The mineralization and alteration of the beds is increasing, particularly with the appearance of more pyrite and more scheelite. The operation has been continuous through the winter, thus justifying the fourth contention.

Geology

The Pole Canyon project should appeal especially to geologists who are familiar with the remarkable ore deposits in Pioche. Both areas contain Cambrian rocks. Both areas have a geological sequence which consists of a basement quartzite followed by shale and then a limestone member which is highly mineralized. Above this ore bed there is more shale and then a great thickness of limestones. Recognition of this similarity had much to do with the decision to develop the area.

But the fortunate position of a favorable limestone is not enough. The area must show evidence of substantial, continuous and deep-seated fracturing. Here again the Pole Canyon is unusual. In a north-south traverse of 1600 feet there is convincing evidence of at least four major east-west trending shear zones. The tunnel was started on one of these zones. In detail this zone is about fifty feet across, as shown on various company maps, with the tunnel being driven along fissures near the middle of the zone.

The alteration and mineralization in the tunnel area is typical of that produced by the proximity of a large igneous mass. A large granitic area is found on the surface a mile or more to the northeast; and the alterations found in the tunnel lead to the belief that the mass is below at no great distance. Microscopic study of slides of the rock from the Wheeler bed (as we wish to designate the ore bed) showed the following minerals in order of abundance -

1. Tremolite
2. Fluorite
3. Wollastonite
4. Scheelite
5. Iron Oxides
6. Garnet

It is believed that the garnet is the variety rhodolite, which is the magnesium - iron garnet characterized by a purple color. It should be pointed out that this association of scheelite with the other named minerals is not a freak occurrence but is in accordance with the minerals usually found in limestones associated with an igneous intrusion.

Objectives

The immediate objective, of course, is to develop a large tungsten deposit. The longer range objective, which can be carried on simultaneously with the first, is to drive easterly on the strong east-west zone to the intersection with the Sheffield fissure. This is the largest known north-south mineralized fissure in the amphitheater. Its location is easily seen on the maps by the position of the old Sheffield claim patented in 1875. This fissure dips westward and should be

intersected in about 2200 feet. However, it is anticipated that in that 2200 feet, many cross fissures will be encountered which will have the effect already observed in the tunnel of increasing the mineralization in the Wheeler bed.

Conclusions

The development of a very substantial tungsten deposit seems assured. Recent car samples assayed 0.64% WO_3. The Wheeler bed has just been crossed by a raise and exploration by the aid of a mineralite is showing wide extension of the scheelite. It is still too early to indulge in figures as to grade and tonnages. However one must remember that the Pole tunnel has advanced only a little over one hundred feet and is exposing commercial ore. This one channel may prove to be 50 feet wide by 5 to 15 feet thick by 2000 feet long. And one must remember that there are at least three other such channels.

The probability of developing lead-zinc ore as the tunnel approaches intersection with the Sheffield fissure is considered sufficiently attractive to justify the project.

If success attends the efforts to complete the exploration to the Sheffield intersection, there will be little difficulty in justifying the extension of the Pole tunnel an additional 5000 feet to intersection with the strong St. Lawrence fissure which was fixed as the objective in your original application.

The Pole tunnel will provide a much more complete crosscutting of the mineralized areas than was originally contemplated. It will be in a position which will permit of efficient year-round operation. It will, we believe, open a large tungsten deposit which will be of value in the present emergency.

Yours very truly,

Earl B. Young

Earl B. Young
Chief Geologist

EXHIBIT "H"
Part 2

Report By
Harry S. Poller

Subject: Report on the Pole Canyon Tungsten Project
Date : May 11, 1951
To : James D. Williams, President
From : Harry S. Poller

Dear Mr. Williams:

Following is my report and conclusions as a result of the work done on the Pole Canyon tungsten project for Mt. Wheeler Mines, Inc.

Location and General Comments

The Mt. Wheeler Mines, Inc. tungsten property is situated in White Pine County, Nevada, about three miles up Pole Canyon from Kirkaby's Ranch on the west flank of the Snake Range. The elevation of the tunnel site and present surface workings is approximately 7800 feet above sea level. Pole Canyon is a very wide canyon on the west flank of Mt. Washington. Several feet of snow may be expected in the winter months; however slight road improvements would permit year around working conditions. Water is available in Lincoln and Pole Canyons from springs sufficient for all anticipated requirements. Mine timber is available from patented claims owned by the company.

Property Ownership

The Mt. Wheeler Mines, Inc. property in Pole Canyon consists of the following:

(1) Four patented claims owned by Mt. Wheeler Mines, Inc., known as the Sheffield, Canaan, Young America and Washington.

(2) Three unsurveyed lode claims located by Shirley Robison and R. E. Kaufman known as the Polecat, Polecat No. 1 and Polecat No. 2. Mt. Wheeler Mines, Inc. has an option to purchase these claims.

(3) Twenty-four located lode claims owned by Mt. Wheeler Mines, Inc. known as the Pole No. 1 to No. 23 inclusive and Polecat No. 3.

Approximately 36 additional lode claims adjacent to those already located will be located in the near future. Reference is made to Map No. D-100-1 as to location of said claims.

History

Old surface workings in Pole Canyon show that early prospectors had noticed scheelite mineralization in the favorable Wheeler bed (first lime bed above Prospect Mt. Quartzite). Examination of these early surface workings show that

little, if any, commercial tungsten was ever produced. However, note that the Mt. Wheeler Mines, Inc. tungsten project is located near the center of the Shoshone tungsten mining district. Many tungsten showings have been known for years in this portion of the Snake Range. On the west flank of the Snake Range scheelite mineralization extends from the Osceola District, about five miles north of Pole Canyon, to the Minerva district, about four miles south of Pole Canyon. Reported tungsten production from the Minerva District for the period 1936 to 1945 was 155,000 units of WO_3.

Since development operations were commenced December 17, 1950 on the Pole Canyon tungsten project important scheelite mineralization of commercial value has been discovered.

Geology of Pole Canyon

Pole Canyon is a very broad amphitheater type canyon suggesting many intersecting breaks as stated by Mr. E. B. Young, Chief Geologist of the Combined Metals Reduction Company staff. Claim work in this area has given evidence that these breaks are mineralized and offer many ore objectives.

Fissuring

The fissuring of this canyon is normally S 80° E dipping 75 degrees or more to the north and N 15° E dipping 75 degrees or more to the west. The E-W fissuring is distinctive in that it contains much massive quartz along with $CaWO_4$, CaF_2, PbS and some oxidized zinc minerals. These fissures are fairly tight and show little alteration of the wall rock. The N-S fissures are less apparent on the surface except for a few more prominent ones. These fissures are characterized by being open and mineralized by $CaCO_3$, PbS, FeO_x and FeS, and as noted lately, $CaWO_4$. The N-S breaks seem to have altered the wall rock in large areas. One notable example is the dolomitized zone along the Sheffield fissure which is 30 to 40 feet wide in places. Although few N-S fissures appear on the surface numerous such breaks show in our underground workings. Description of the recent tunnel work will be discussed later in this report.

Stratigraphy

The log of this area consists of Cambrian sediments as shown on Map No. A-101. It is believed there is a total log of 2000 feet or more of Prospect Mt. quartzite in this area as indicated in the next canyon north of Pole Canyon, above which is ± 350 feet of Pioche shales, above which is ± 670 feet St. Lawrence limestone, above which is ± 300 feet Lincoln limestone.

Prospect Mt. Quartzite

The upper 300 ft. portion of this formation has several shale layers interbedded at 25 to 50 ft. intervals. The lower portion is made up of solid quartzite identified by extremely high and rugged cliffs. Numerous small E-W fissures cut thru this quartzite and show scheelite mineralization. This is also evidenced by considerable amounts of scheelite ore found in quartzite float in this canyon. In the near-by Osceola District scheelite mineralization occurs in the same quartzite.

Pioche Shale

This horizon, as found in Pole Canyon, is highly metamorphosed. Sericite, ripple marks and worn trails are characteristic of this formation. In this horizon about 45 feet above the quartzite, the Wheeler bed is found. The bed was once a very fossiliferous limestone as indicated by outcrops away from the highly metamorphosed zone. The total thickness of this bed as shown by the underground workings is about 22 feet. The lower portion is fairly blocky amd bleached to a gray color. This portion, which is a dolomite, seems to favor scheelite mineralization and commercial tungsten has been developed in the middle of this bed. Near the upper lime-shale contact this formation is thin-bedded, less altered and is a black carbonaceous limestone. In this black lime lead-zinc mineralization is apparent.

St. Lawrence Limestone

This limestone is approximately 670 feet thick and shows less regional metamorphism than the lower horizons of Pole Canyon. The description of this formation may be found in the original report on the St. Lawrence Mine by Messrs. E. B. Young, Paul Gemmill and L. G. Thomas.

Lincoln Limestone

This limestone is approximately 1300 ft. thick. Where N-S faults in Pole Canyon have broken the formation impressive cliffs and extremely rugged topography results. Recession of cliff line thus formed indicates intersection of E-W shear zones with N-S faults. Previous reports have described this formation more fully.

Dikes

Two prominent dikes intersect Pole Canyon as shown by the study of aerial photographs and checked by surface examination. These dikes are porphyritic in texture and play a part in the mineralization of this area. The dikes strike approximately N 20o E and dip nearly vertical or slightly to the west.

Present Workings

All workings to date have been in the Wheeler bed. Reference is made to Maps C-100, C-101 and D-100-1 which show the present workings to this date. Three open cuts were made with a bulldozer along a N-S distance of 800 feet. On the most southern mineralized exposure a tunnel was driven 105 ft. into the Wheeler bed. Description of each will be taken in turn.

Northern Exposure

Reference is made to Map No. A-102. This area was bulldozed, drilled and blasted over a distance of about 100 ft. to expose fully the numerous fissures and the Wheeler bed. It was on this outcropping where early prospectors did most of their work. Their work consisted of trenching and driving a short tunnel along the intersection of the most prominent E-W fissure with the Wheeler bed. Scheelite is present along the sides of the old tunnel; however the best showings of scheelite are in the trenches 10 to 20 ft. away from the tunnel location. New work uncovered more scheelite and is now the best surface showing. It may be noted that fluorite, which occurs with tungsten, was uncovered in abundance in the north cut.

Middle Exposure

The only work done on this exposure was with a bulldozer. Numerous E-W fissuring was uncovered along with large amounts of iron oxides or gossan. Before oxidation this area may have contained important sulphide minerals.

Southern Exposure

Old diggings indicate that early prospectors worked on this exposure. Scheelite is evident in their workings and more was uncovered as the consequence of the new work. It was on this exposure that it first became apparent that the most favorable tungsten producing horizon of the Wheeler bed begins five feet above the lower shale-lime contact and varies 2 to 12 feet in thickness. Work on the south exposure seemingly indicates that the scheelite mineralization becomes more abundant as you progress south from a prominent fluorite bearing fissure. The Pole Canyon tunnel was started on this south exposure. The tunnel is being driven along the intersection of several prominent E-W fissures on the Wheeler bed. Please refer to Map No. A-100 for details as mapped to date. At intervals of 10 to 15 feet N-S fissures intersect the F-W fissures. No apparent displacement of consequence can be observed.

The best scheelite showings seem to follow a definite pattern; that is, the intersection of N-S fissures with E-W fissures along with the favorable portion of the Wheeler bed. Cut and muck pile samples were taken from raise No. 1 April 25, 1951, and are as follows:

1.	General muck pile sample first round in raise	0.36% WO_3
2.	3' vertical cut - upper part of scheelite bed, south crosscut	0.42%
3.	Box sample taken from 15 mine cars stockpiled on north dump	0.64%

Conclusions

I believe that the possibility of developing an important tungsten producing mine in Pole Canyon is very favorable for the following reasons:

(1) General topography, intersecting fissures, fractures and faults with little or no throw, regional metamorphism, and the characteristic type of mineralization associated with contact metamorphism all point toward a large granitic intrusion at a reasonably shallow depth in Pole Canyon. Such a granitic intrusion near a favorable host rock such as the Wheeler bed offers many opportunities of fairly high temperature contact metamorphic mineral deposits.

(2) The occurrence of minerals in progression away from some of the more prominent E-W fissuring in Pole Canyon are as follows: The main body of the fissure itself is quartz, then close or within the fissure one finds some lime-iron silicates, much florite, sericite, then pyrite, then scheelite and finally chalocopyrite, galena and oxide zinc. This closely follows the paragenesis for hydrothermal and contact metamorphic deposits as stated in the Technical Publication No. 713, "Succession of Minerals and Temperatures of Formation in Ore Deposits of Magmatic Affiliations," by Waldemar Lindgren.

(3) Hand specimens of contact at Wheeler bed and fissuring, from which slides were made and studied by Mr. A. Lees of Pioche, Combined Metals staff, showed the following minerals in order of abundance: Tremolite, fluorite, wollastonite, scheelite, iron oxides and garnet (possibly rhodolite as suggested by Mr. E. B. Young). This is significant because it shows alteration products normally associated with tungsten deposits.

(4) The grade and abundance of scheelite has increased with each intersection as cut in the Pole Canyon tunnel. Future development should prove substantial quantities of commercial tungsten. Because small high-grade pockets were encountered during the recent drifting the possibility of finding fairly large high-grade zones of scheelite ore within this area should not be discounted.

Proposed
Development

I am convinced that we are on the verge of developing a large and important tungsten deposit which will add to our national resources. I therefore recommend the following:

To commence at once on Phase No. 1 of the Pole Canyon tungsten project as shown on Map No. C-101. This would extend the present Pole Canyon tunnel 2200 feet to the intersection of the Sheffield fissure and other paralleling fissures; drive a total of 1200 feet of crosscut along favorable fissure-bed intersections, and raise a total of 700 feet to the Wheeler bed and lower portion of the St. Lawrence limestone. This development should develop a minimum of 20,000 tons scheelite ore assaying at least 1.0% WO_3.

I also recommend that more surface bulldozing be done south of our present tunnel site for a distance of several hundred feet. This work should uncover additional E-W shear zones as suggested by float and aerial photographs.

Very truly yours,

Harry S. Poller

Harry S. Poller
Engineer

No. 4780SI
Colored Tabs

No. 4781SI
Clear Tabs

MADE IN U.S.A.

NATIONAL INSERTABLE-TAB INDEXES ENABLE YOU TO MAKE YOUR OWN SUBJECT ARRANGEMENT, USING PLAIN INSERTS ON WHICH TO WRITE YOUR OWN CAPTIONS.

Form MF-100
(March 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Form approved.
Budget Bureau No. 42-R1026.

GENERAL TECHNICAL DATA
FOR USE UNDER THE
DEFENSE PRODUCTION ACT OF 1950

NOT TO BE FILLED IN BY APPLICANT

Docket No. ____________

Date received ____________

MT. WHEELER MINES, INC.
P.O. Box 150
Salt Lake City 10, Utah

Name and address of applicant

Date May 23, 1951

PLEASE SEE ATTACHED SHEETS FOR ANSWERS

INSTRUCTIONS

This form is to be filed with Defense Minerals Administration, Department of the Interior, Washington 25, D. C. It should be accompanied by appropriate application form when a specific type of Government assistance is requested, in the form of (1) loan, (2) purchase contract, (3) Government guarantee of a private loan, (4) ~~Necessity Certificate pursuant to the provisions of Sec. 124-A (Amortization Deduction) of Internal Revenue Code 1950, (5)~~ priorities or allocation of mining equipment, and maintenance, repair and operating supplies, and (6) other forms of Government assistance that might arise under the Act. Submit four (4) signed copies of the form and accompanying papers. Name and address should be stamped or typed on each sheet of this form and all accompanying papers. *When a question is inapplicable it should be so stated on the form.* Additional sheets may be attached in answering any questions or in supplying additional information. (IF YOU CANNOT ANSWER A QUESTION, SO STATE.) If a question is answered elsewhere indicate where answered. It is not necessary to answer it again.

GENERAL TECHNICAL DATA

Supply the following information on separate sheets, arranged, numbered, and lettered as indicated:

1. Materials produced:
   (*a*) What are the chief mine, mill, or smelter products?
   (*b*) What are the byproducts, if any?
2. Name(s) and type(s) of mine(s), mill(s), smelter(s), refinery(ies), pit(s), quarry (ies), drilling operation(s). Include old names of property, if any. Show extent of workings, including the following:
   (*a*) Linear feet of shafts.
   (*b*) Linear feet of drifts and crosscuts.
   (*c*) Linear feet of tunnels or adits.
   (*d*) Linear feet of other mine openings (explain briefly).
   Indicate whether mine is flooded or not. Describe any pumping problems. Give size or productive capacity.
3. For each operation listed above supply the following:
   (*a*) Distance and direction from nearest town and shipping point.
   (*b*) Mining district.
   (*c*) Township, Section, Range.
   (*d*) County, State.
4. (*a*) State whether or not property is now in operation, and if in operation, by whom operated.
   (*b*) Are you operating this property as:
   ☐ Owner.
   ☐ Lessee.
   ☐ Contractor.
5. Number of years in production ____________
   If not in production or operation, estimated date when production will begin ____________
6. Experience of operators:
   Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who manage the project.
7. History:
   (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for suspension of operation.
   (*b*) State briefly the known history and production of adjoining and neighboring properties.
   (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

8. Names and addresses of Officers, Directors, or Partners, and in addition thereto, the five largest stockholders if applicant is a corporation.

Name and Address (a)	Official Title (If officer is also director indicate by "D") (b)	Total of Annual Salary, Commissions, Bonuses, Etc., Received From Applicant and Affiliates During Last Fiscal Year (c)	Estimated Net Worth Outside of Interest in Applicant (d)	Number of Shares Held in Applicant Corporation: Common (e)	Number of Shares Held in Applicant Corporation: Preferred (f)	Life Insurance Carried for Benefit of Applicant: Amount (g)	Life Insurance Carried for Benefit of Applicant: Net Cash Surrender Value After Loans (h)
JAMES D. WILLIAMS	President-D.	$1,500	-	360,000	None	None	None
LEWIS W. CRAMER		None	-	25,000	"	"	"
ALFRED M. BURANEK		"	-	25,000	"	"	"
LAWRENCE K. REQUA	V. Pres.-D.	"	-	10,000	"	"	"
EARL B. YOUNG		"	-	10,000	"	"	"
OTTO F. BURTON	Secy-Tr.-D.	"	-	10,000	"	"	"
Trustee Account				45,000			
Other Holders				15,000	"	"	"
	Total	$1,500	x x x x x	500,000	"	x x x x x	x x x x x

If more lines are needed continue on separate sheet.

9. Capital Stock Issues:

For Corporate Applicants

Item	Authorized (a)	Outstanding (b)	Par Value (c)	Number of Shares Outstanding (d)	Dividend Rate Last Paid* (e)
Common stock	$2,000,000	$ 500,000	$ 1.00	500,000	None
Preferred stock	$ None	$ None	$ None	None	None

*Indicate period covered.

10. Production: No Production

Item	Kind of Product (a)	1948 Total (b)	1949 Total (c)	1950 Total (d)	Present Average Monthly (e)
1. Quantity of product mined or quarried (Short, long, metric tons; barrels; pounds; etc.)					
2. Quantity of product processed (specify unit of measure and type of process)					
3. Quantity and grade of product sold or shipped (specify units of measure)					

11. Do you contemplate a change in the present average monthly rate of production? If so, state estimated maximum monthly production and basis of change.

12. Ore or Mineral Reserves:

(a) Describe the ore or mineral deposit briefly. Accompany the application by any available report on the geology and ore reserves.

(*b*) If deposit is other than placer:

(1) Submit assay plans and/or sections showing location and size of proved (measured) and probable (indicated) ore or mineral reserve.

(2) State the tonnage (indicate type of ton) and grade of each class of ore reserve, as above, and show how computed. Tabulated total ore reserve as follows:

TOTAL ORE OR MINERAL RESERVES

Ore or Mineral Reserve	Estimated Tons (a)	Metal or Mineral Content Per Ton (Grade) (b)	Gross Value Per Ton (c)	Recoverable Unit Value Per Ton (d)	Estimated Cost of Production Per Ton (e)
Measured (proved)					
Indicated (probable)					

(*c*) If placer:

(1) Give estimated total yardage and average marketable mineral content of each deposit.

(2) Submit map showing location of placer deposit and surrounding area, with all test holes or pits. Submit logs of each hole and test pit with depth and average value of each.

(3) Describe gravel, stating whether fine, medium or coarse; loose, tight, cemented, or frozen, and whether it contains stumps or boulders more than 1 foot in diameter; if so, how large, and in what proportion.

(4) Describe bedrock, giving type (granite, sandstone, shale, etc.) and state whether it is hard or soft, smooth, uneven or rough.

(5) Describe overburden, stating whether loose, tight, or cemented; fine or coarse textured; furnish estimate of average thickness and total amount.

(6) Tabulate the reserves using the form outlined above for ore or mineral reserves.

13. Access Roads:

Give road distances to shipping, supply and residence points, stating kind and condition of roads.

14. Water Supply:

State source and quantity of water available for operations and whether sufficient for all seasons of year.

15. Power:

State amount of power used, rate per hour, and source thereof.

16. Labor:

State number and classes (miners, muckers, millmen, etc.) of men employed during a recent representative payroll period.

17. Equipment and Facilities:

Describe present equipment on the property, including buildings. (State condition.) List major pieces of equipment now owned or controlled and in serviceable condition available for this operation.

18. Are there any particular conditions or circumstances affecting your operations that are not described above? If so, explain.

CERTIFICATION

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

MT. WHEELER MINES, INC.
(Name of company)

By James D. Williams
(Signature of authorized official)

May 23, 1951
(Date)

President and General Manager
(Title)

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

U. S. GOVERNMENT PRINTING OFFICE 16—63792-1

ANSWERS TO FORM MF-100

1. Materials Produced
   (a) Tungsten ore (Scheelite)
   (b) Lead-zinc ore and fluor spar as possible secondary products

2. Pole Canyon Tunnel
   (a) None
   (b) 25 ft. drifts; 20 ft. raises
   (c) 105 ft. adit tunnel
   (d) None

3. Location
   (a) 45 miles S.E. from Ely, White Pine County, Nevada
       70 miles North from Pioche, Lincoln County, Nevada
   (b) Mt. Washington Mining District
   (c) Township 12 North, Range 68 East, Mt. Diablo Base and Meridian
   (d) White Pine County, Nevada

4. Status of Property
   (a) The property is now being operated by Mt. Wheeler Mines, Inc.
   (b) Operating portion of property as lessee; remainder as owner

5. Property has had no production.

6. Refer to MF-103, answer 4.

7. History
   (a) Refer to original application, Section II, Parts A, B and C. Pole Canyon side has never been worked.
   (b) Refer to supplement of original application under date of December 12, 1950.
   (c) Refer to original application, Exhibit "C", "D" and "E"; also, MF-103 form herein, answer to question 22, and Exhibit "I", Parts 1 and 2 thereto.

8. As shown on Form MF-100.

9. As shown on Form MF-100.

10. No production.

11. Please refer to Form MF-103, answer 24.

12. Refer to Form MF-103, answer 18, (a), (b) and (c).

13. Refer to Form MF-103, answer to question 12.

14. Refer to Form MF-103, answer to question 13.

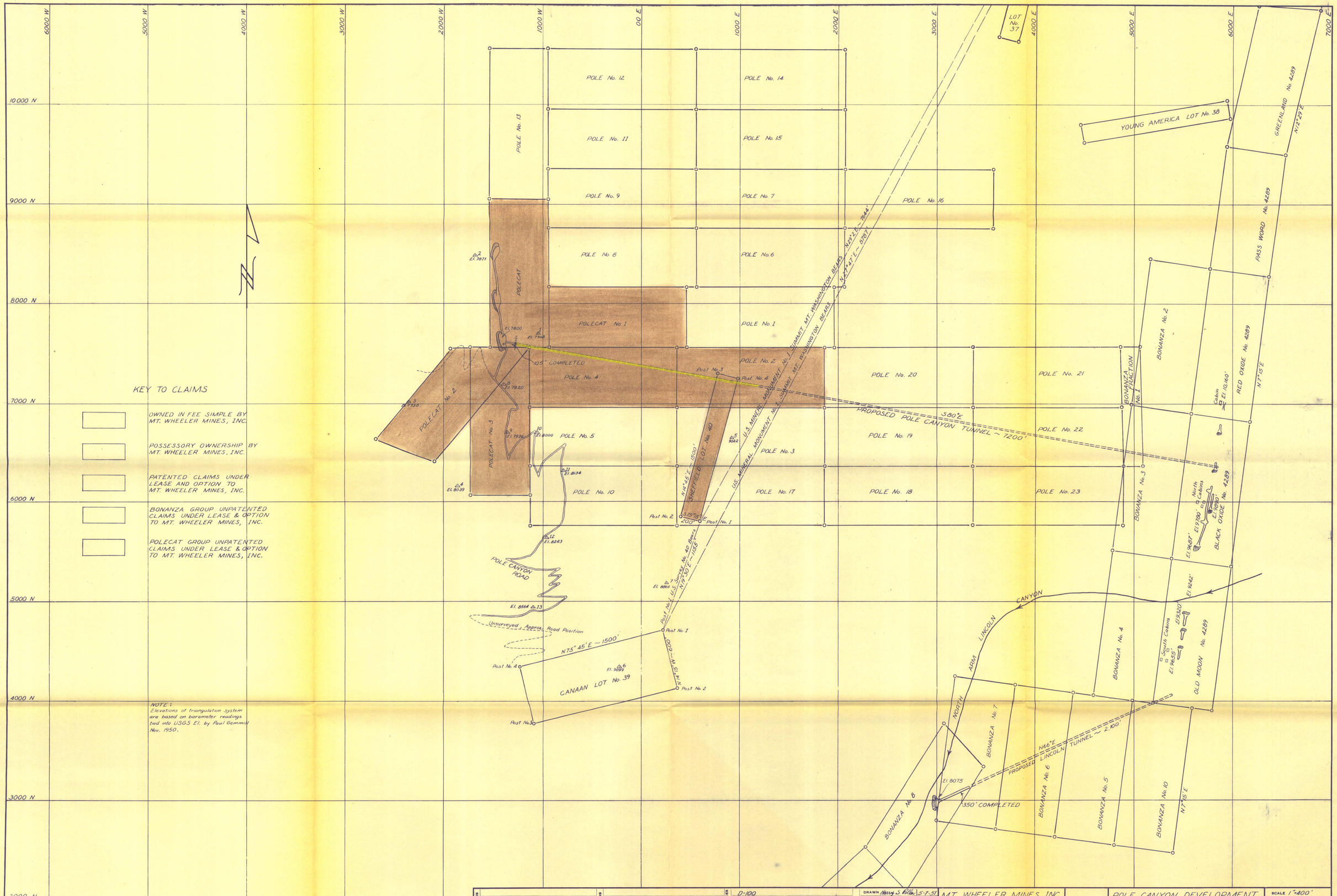
15. For the present time all equipment will be driven by diesel engines.

16. Labor (as per payroll of May 12, 1951)

1	Engineer	$400	Per Month
1	Foreman	350	"
2	Miners	12	Per Day
4			

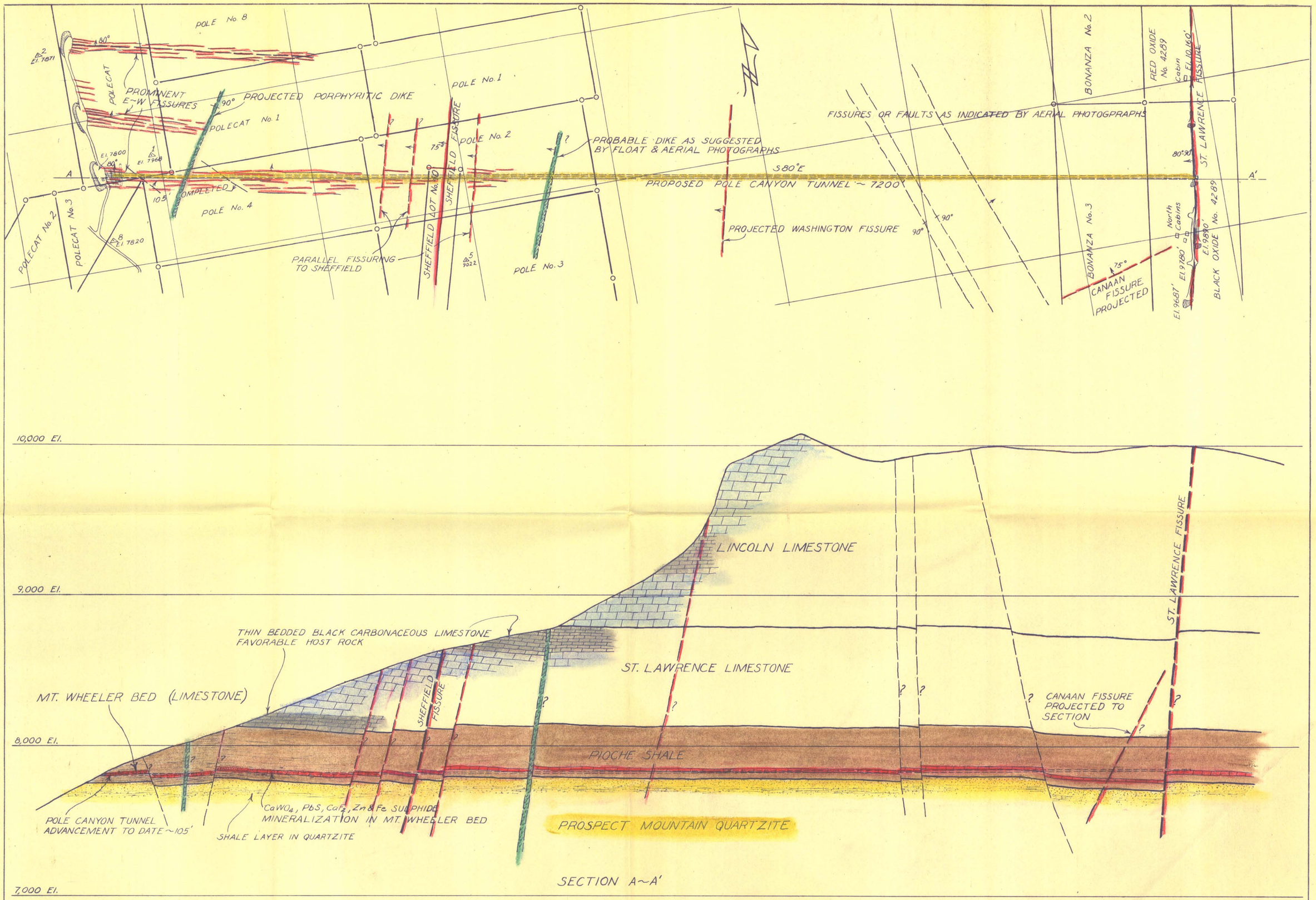
17. Equipment and facilities
Refer to Form MF-103, answer to question 14

18. No comments.



REVISIONS	REFERENCES			
	D-100	DRAWN Harry S. Pike	5-7-51	MT. WHEELER MINES INC. 218 FELT BUILDING SALT LAKE, UTAH
		TRACED	5/9/51	POLE CANYON DEVELOPMENT TUNGSTEN PROJECT (DMA-89)
		CHECKED	5/7/51	SCALE 1"=400'
		APPROVED	5/7/51	D-100-1

PEMBROKE CO. - #166 PHOENIX



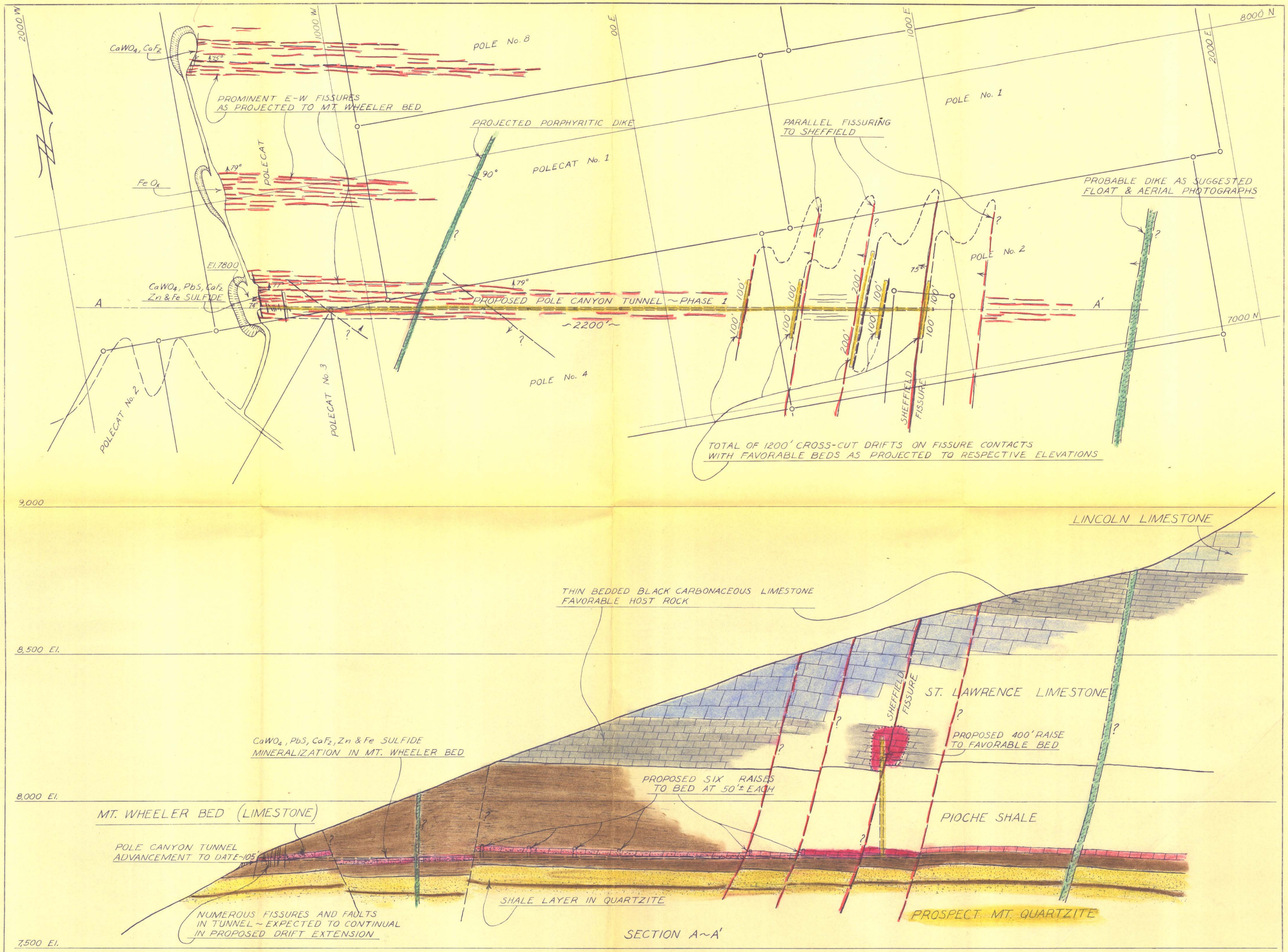
REVISIONS	REFERENCES	WORK		
	D-100-1	DRAWN Harry S. Pike	5/7/51	MT. WHEELER MINES INC. 218 FELT BUILDING SALT LAKE, UTAH
		TRACED		
		CHECKED JAW	5/8/51	
		APPROVED E.F.B.J.	5/8/51	

PLAN AND ELEVATION OF PROPOSED POLE CANYON TUNNEL DEVELOPMENT
TUNGSTEN PROJECT ~ DMA-89

SCALE 1" = 400'

C-100-0

SALT LAKE BLUE



REVISIONS	REFERENCES	WORK			
		DRAWN Harry S. Smith	5/9/51	MT. WHEELER MINES INC. 218 FELT BUILDING SALT LAKE, UTAH	PLAN AND ELEVATION OF PROPOSED POLE CANYON TUNNEL DEVELOPMENT ~ PHASE 1 TUNGSTEN PROJECT ~ DMA-89
		TRACED			
		CHECKED J.A.W.	5/11/51		
		APPROVED E.B.Y.	5/12/51		

SCALE 1" = 200'

C-101-0

SALT LAKE BLUE