DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2167

DO NOT DETACH THIS SLIP

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

This document has been recorded as

EXPLORATION PROJECT

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

Routing Slip
Code 370

To:	Indus.Minls.Br.	Date	10/16/51
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CONTROLLED DOCUMENT

September 3, 1952

Memorandum

To: Mr. Robert E. Adams, Operations, Control and Statistics Division

From: Jasper T. Robertson, Nonmetallic Minerals Division

Subject: Docket No. DMEA-2167 (Asbestos)
Globe Asbestos Mine (Chas. W. Mittendorf)
Gila County, Arizona

Re: A voluntary withdrawal of application.

A request is made to withdraw the subject application by the applicant in a letter to Walter R. Storms, Chief, Arizona - New Mexico Branch, Region IV, Tucson, Arizona.

The correspondence on the subject of withdrawal is contained in the attached letters received from the Denver Office, Region IV:

1. Letter dated Aug. 23, 1952. King to Operating Committee.
2. Letter (copy) dated Aug. 26, 1952. King to Chas. W. Mittendorf.
3. Letter (copy) dated Aug. 16, 1952. Chas. W. Mittendorf to Walter R. Storm, Chief, Arizona - New Mexico Branch.

The application should be withdrawn and any further action on this mine should require a new application.

Jasper T. Robertson
Nonmetallic Minerals Division

Attachments 3

JTRobertson:gad
Copy to: Admin. Reading File
Docket File
Mr. Houk

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 29 1952

224 New Customhouse
Denver 2, Colorado

August 26, 1952

Mr. Charles W. Mittenderf
3915 Lockwood Avenue
Toledo 12, Ohio

Dear Mr. Mittenderf:

We have received a copy of your letter dated August 16, 1952 to Mr. Storms, which states that you desire to withdraw application No. DMA 2167.

We have accordingly placed your application in our inactive file.

Very truly yours,

for John F. Shea

W. H. King
Executive Officer
Field Team, Region IV

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

224 New Customhouse
Denver 2, Colorado

August 26, 1952

Memorandum:

To: Secretary to the Operating Committee

From: Executive Officer, Field Team, Region IV

Subject: DMA Docket 2167, Chas. W. Mittendorf, Globe Asbestos Mine, Gila County, Arizona

Enclosed are two copies of a letter from Charles W. Mittendorf, stating that he desires to withdraw his application.

Also enclosed are two copies of a letter from this office to Mr. Mittendorf.

for John F. Shea
W. H. King

Enclosures

COPY

3915 Lockwood Avenue
Toledo 12, Ohio
August 16, 1952

Mr. Walter R. Storms, Chief
Arizona-New Mexico Branch
Mining Region IV
Box 4097, University Sta.
Tucson, Arizona

DMA Docket 2167X
Globe Asbestos Mine
Gila County, Arizona

Dear Mr. Storms:

Re-your letter August 13, received yesterday.

Must apologize for the delay in advising you further in the matter. However, after I returned to Globe following our meeting at your office, I wrote Mr. Fristoe outlining the results of my findings and your recommendations, and since it required more or less data of an Engineering nature (which I was not qualified to get into) I suggested he take over and see what arrangements and data he could secure and furnish me, and that I would suggest our application cover not more than 2 or 3 specific claims, to be named in a new application and then apply only for the limited amount of $25,000 from the Government, that I withdraw the above docket and later file a new application. Later, we could then apply for an additional loan to cover another 2 or 3 claims.

Mr. Fristoe acknowledged my first letter from Globe stating he would take the matter up with Mr. Campbell and that he already had done so and would advise me later.

Up to this time, have heard nothing further from him and it is possible he is waiting to make a personal trip to Globe and work out a satisfactory arrangement with Mr. Campbell.

One of the factors discussed in your office was the one that we secure estimates from drillers to be embodied in our application. With the general upset and turmoil of rising costs for materials and labor, it appears to me that it would be difficult to get such estimates on anything further than an "at present" level, which might not be worth anything by the time application was prepared and finally passed upon perhaps 60 days or later. However, that can be embodied in the estimates in any new application.

In the meantime, I will withdraw the above application and Docket as above, and, if deemed advisable a little later, prepare a new application.

Again thanking you and with kindest personal regards to yourself and Mr. Stewart, I remain

Sincerely yours,

Charles W. Mittendorf

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

224 New Customhouse
Denver 2, Colorado

June 13, 1952

Memorandum

To: Secretary to the Operating Committee
Defense Minerals Exploration Administration

From: Executive Officer, Field Team, Region IV

Subject: Docket DMA 2167, Charles W. Mittendorf, Globe Asbestos.

Enclosed is a copy of a letter to Mr. Charles W. Mittendorf notifying him that we have placed Docket DMA 2167X in our inactive file.

W. H. King

W. H. King

Enclosure

JFS:ld

cc: Docket, chron.
Koschmann
Storms

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 16 1952

NOV 2 1951

370

Mr. Charles W. Mittendorf
3915 Lockwood Avenue
Toledo 12, Ohio

Subject: DMA-2167X - Asbestos
McMillan Mining District,
Gila County, Arizona

Dear Mr. Mittendorf:

Your application is being referred to Mr. J. H. East, Jr., Executive Officer, DMA Field Team, Region IV, 224 New Customhouse Building, Denver 2, Colorado, for further information.

Sincerely yours,

SIGNED

Tom Lyon, Director
Supply Division

LGHOUK:esf
10/31/51
cc: DMA Field Team, Region IV
DMA Docket File
Mr. Lyon
Mr. Barr

Mr. Charles W. Mittendorf
3915 Lockwood Avenue
Toledo 12, Ohio

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McMillan Mining District,
Gila County, Arizona

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Tom Lyon, Director
Supply Division

LGHOUK:esf
10/31/51
cc: DMA Field Team, Region IV
DMA Docket File
Mr. Lyon
Mr. Barr

Mr. J. H. East, Jr., Executive Officer
DMA Field Team, Region IV
224 New Customhouse Building
Denver 2, Colorado

Charles W. Mittendorf

DMA-2167X

Asbestos

90% of $75,000

LGHOUK:esf
10/31/51

FILE COPY
SURNAME:

Robertson
Mittendorf

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

September 3, 1952

Memorandum

To: Mr. Robert E. Adams, Operations, Control and Statistics Division

From: Jasper T. Robertson, Nonmetallic Minerals Division

Subject: Docket No. DMEA-2167 (Asbestos)
Globe Asbestos Mine (Chas. W. Mittendorf)
Gila County, Arizona

Re: A voluntary withdrawal of application.

A request is made to withdraw the subject application by the applicant in a letter to Walter R. Storms, Chief, Arizona - New Mexico Branch, Region IV, Tucson, Arizona.

The correspondence on the subject of withdrawal is contained in the attached letters received from the Denver Office, Region IV:

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3. Letter (copy) dated Aug. 16, 1952. Chas. W. Mittendorf to Walter R. Storm, Chief, Arizona - New Mexico Branch.

The application should be withdrawn and any further action on this mine should require a new application.

Jasper T. Robertson
Nonmetallic Minerals Division

Attachments 3

JTRobertson:gad
Copy to: Admin. Reading File
Docket File
Mr. Houk

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

September 3, 1952

Memorandum

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From: Jasper T. Robertson, Nonmetallic Minerals Division

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Jasper T. Robertson

Jasper T. Robertson
Nonmetallic Minerals Division

Attachments 3

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 29 1952

224 New Customhouse
Denver 2, Colorado

August 26, 1952

Memorandum:

To: Secretary to the Operating Committee

From: Executive Officer, Field Team, Region IV

Subject: DMA Docket 2167, Chas. W. Mittendorf, Globe Asbestos Mine, Gila County, Arizona

Enclosed are two copies of a letter from Charles W. Mittendorf, stating that he desires to withdraw his application.

Also enclosed are two copies of a letter from this office to Mr. Mittendorf.

for John F. Shaw
W. H. King

Enclosures

(1)

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 29 1952

224 New Customhouse
Denver 2, Colorado

August 26, 1952

Mr. Charles W. Mittenderf
3915 Lockwood Avenue
Toledo 12, Ohio

Dear Mr. Mittenderf:

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We have accordingly placed your application in our inactive file.

Very truly yours,

for John F. Shaw

W. H. King
Executive Officer
Field Team, Region IV

2

COPY

3915 Lockwood Avenue
Toledo 12, Ohio
August 16, 1952

Mr. Walter R. Storms, Chief
Arizona-New Mexico Branch
Mining Region IV
Box 4097, University Sta.
Tucson, Arizona

DMA Docket 2167X
Globe Asbestos Mine
Gila County, Arizona

Dear Mr. Storms:

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In the meantime, I will withdraw the above application and Docket as above, and, if deemed advisable a little later, prepare a new application.

Again thanking you and with kindest personal regards to yourself and Mr. Stewart, I remain

Sincerely yours,

Charles W. Mittendorf

3

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

224 New Customhouse
Denver 2, Colorado

June 13, 1952

Memorandum

To: Secretary to the Operating Committee
Defense Minerals Exploration Administration

From: Executive Officer, Field Team, Region IV

Subject: Docket DMA 2167, Charles W. Mittendorf, Globe Asbestos.

Enclosed is a copy of a letter to Mr. Charles W. Mittendorf notifying him that we have placed Docket DMA 2167X in our inactive file.

W. H. King
W. H. King

Enclosure

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 16 1952

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

224 New Customhouse
Denver 2, Colorado

June 13, 1952

Mr. Charles W. Mittendorf
3915 Lockwood Avenue
Toledo 12, Ohio

Re: Docket DMA No.-2167X

Dear Mr. Mittendorf:

Referring to your application for exploration assistance docket No. DMA 2167X, we understand that you do not have clear title to the Globe Asbestos property. Your letter written in April to Mr. Storms requested that we hold your docket for thirty (30) days. We have heard nothing further from you so are placing your application in our inactive file. If you are able to obtain clear title to the property, we will be glad to reconsider your application.

Very truly yours,

W. H. King

W. H. King
Executive Officer
Field Team, Region IV

JFS:fwo

cc: C. O. Mittendorf
Storms
Koschmann (2)
Subject
Chron

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 16 1952

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C. 200200

S.A.

DEC 13 1951

Mr. Charles W. Mittendorf
3915 Lockwood Avenue
Toledo 12, Ohio

Re: Docket DMA-2167
Exploration

Dear Mr. Mittendorf:

This will acknowledge your letter dated December 10, 1951, in which you inquire as to the status of your application for government assistance on an exploration project.

There is no further information available at this time. The application has been referred to Field Team, Region IV for further information.

Sincerely yours,

ROBERT E. ADAMS

12/13

Robert E. Adams
Acting Administrative Officer
Defense Minerals Exploration
Administration

READAMS/hb

Copy to: DMEA Files

#3915 LOCKWOOD AVENUE,
TOLEDO 12, OHIO
DECEMBER 10,1951

Reply by Adams
12/13/51
HB.

MR. ROBERT E.ADAMS, CHIEF
REPORTS & RECORDS UNIT
DEFENSE MINERALS ADMINISTRATION
U.S.DEPT. OF THE INTERIOR,
WASHINGTON 25, D.C.

SUBJECT: DMA-2167
RE: EXPLORATION.

DEAR MR. ADAMS:

IN THE ABOVE NUMBERED APPLICATION, YOUR LETTER OF ACKNOWLEDGMENT OF OCTOBER 16, 1951 WAS DULY RECEIVED AND LATER UNDER DATE OF NOV. 2, 1951 MR.TOM LYON DIRECTOR, SUPPLY DIVISION ADVISED ME OUR APPLICATION WAS BEING REFERRED TO MR. J.H.EAST, JR., EXECUTIVE OFFICER, DMA FIELD TEAM, REGION IV, AT DENVER, COLORADO FOR FURTHER INFORMATION.

REALIZING IT TAKES SOME TIME TO MAKE SUCH INVESTIGATION, AND YET BEING SOMEWHAT ANXIOUS AS TO THE RESULTS TO BE DETERMINED, I AM WRITING TO SEE IF YOU CAN GIVE ME FURTHER INFORMATION AS YET AS TO THE STATUS OF THIS APPLICATION?

THANKING YOU, I AM

SINCERELY,
Charles W. Mittendorf
CHARLES W. MITTENDORF.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 11 1951

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

NOV 2 1951 370

Mr. J. H. East, Jr., Executive Officer
DMA Field Team, Region IV
224 New Customhouse Building
Denver 2, Colorado

Dear Sir:

We attach "Review of Application for Exploration Assistance" on:

Applicant Charles W. Mittendorf

Docket No. DMA-2167X

Commodity Asbestos

Amount $ 90% of $75,000

Please expedite the consideration of this application with particular reference to the points raised in the attached "Review".

Very truly yours,

Tom Lynn, Chairman
Coordinating Committee

For Bureau of Mines

For Geological Survey

FILE COPY
SURNAME:

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

NOV 2 1951

370

Barr
Theyn
Lyon

a.e.e.

Mr. Charles W. Mittendorf
3915 Lockwood Avenue
Toledo 12, Ohio

Subject: DMA-2167X - Asbestos
McMillan Mining District,
Gila County, Arizona

Dear Mr. Mittendorf:

Your application is being referred to Mr. J. H. East, Jr., Executive Officer, DMA Field Team, Region IV, 224 New Customhouse Building, Denver 2, Colorado, for further information.

Sincerely yours,

SIGNED

Tom Lyon, Director
Supply Division

8 7 11/2

LGHOUK:esf
10/31/51
cc: DMA Field Team, Region IV
DMA Docket File
Mr. Lyon
Mr. Barr

340

FILE COPY
SURNAME:

Holderer

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

OCT 31 1951

Mr. Otto Kukstoss
R. D. #2 Bedford County
Hopewell, Pennsylvania

In reply please refer to
DMA-2167

Dear Mr. Kukstoss:

The Defense Minerals Administration reviewed your application and found that it contained insufficient information. All applicable questions in form MF-103 must be completely answered. We fail to find the map you say was enclosed.

The following are some of the questions needing additional information:

12. Give details as to the exact location with reference to surrounding points, and road conditions.

21. Give a description of where your drill holes are to be located and their depth.

22. You have furnished none of the pertinent data requested. We must have geological maps, assay maps, assays, or your reasons for expecting to find a commercial ore body.

23. The only answer you have given to this question is "Driller $10.00 per ft. est." This is entirely too high. If this work is going to be contracted you must submit a copy of the contract.

We suggest that you secure technical help in filling out this application. Upon receipt of this additional information your application will receive further consideration.

Very truly yours,

George B. Holderer

10-31

George B. Holderer, Chief
Ferro-Alloys Branch

Enclosures

5 copies MF-103
5 copies MF-100

CC: DMA Docket File
Adm. Reading File
Mr. Holderer

CHJacoby:ec

6/5/51

Defense Minerals Administration

Review of Application for Exploration Assistance

Docket No. DMA 2167 X

Commodity Asbestos

Total Amount $75000.00

Govt. Participation 90%

1. Name and Address of Applicant Charles W. Mittendorf.
#3915 Lockwood Avenue Toledo 12 Ohio.

2. Location of Property McMillan Mining District Gila County Arizona about 1/2 mile west of Crystalle

3. Mineral or metal Asbestos Is it listed in Section 9 of MO-5?

If not, application will be rejected. Yes

4. Geologic probability of discovery—based on data in application (question #16, 17, 18, 20 and 22)*

Mines or Survey reports, etc., do you rate chances: X

a) Good

b) Poor

c) None

d) Don't know—needs field examination X

e) Is there an alternative and favorable project?
(If so, attach an explanation)

5. Is the applicant's right to the property clearly stated? Yes
(question 5, 6, 7)*

6. If applicant is a lessee, is a copy of the lease attached? —

Does the lease have sufficient time to run to cover a future productive period? —

*question numbers are those of MF-103

7. Are subordination agreements necessary? No

a) ~~[illegible]~~

b) ~~[illegible]~~ MF 100 needed

8. From the data presented, does the proposed project appear feasible from the point of view of:

a) Available manpower ?

b) Equipment and supplies yes
(Question 14 plus general knowledge of availability)*

c) Accessibility (question 12)* ?

d) Water (question 13)* ?

e) Power (question 13)* ?

Is a field check needed on any of these points? yes

9. Does the experience of the applicant appear to be adequate to assure that he can properly conduct the proposed project? (question 4)* ?

Is a field check needed on this point? yes

10. Exhibit A. (questions 21 and 22)*

a) Is the project adequately described? No

If not, are there sufficient data given so that you can describe the project? No If so, attach a draft.

b) Is there an adequate map or sketch of the proposed work? No

c) Is the proposed work "exploration" under the definition of Section 8, MO-5? yes

If not, what part of it is?

Is this part a worthwhile exploration project?_____

d) Are the cost estimates detailed? No

Can they be summarized, as on page 2 of Procedural Instruction 5-A, from the available data? No If so, attach a draft.

e) Are the cost estimates reasonable?_____

f) Should more information be requested from applicant? Yes

g) Is a field examination necessary to complete Exhibit A? Yes

11. Exhibit B (question 23-d)*

a) Is it applicable? No

b) If so, are sufficient data furnished?_____ If so, attach a draft.

c) Is a field check needed?_____

12. Exhibit C (question 23-e, f and g)*

a) Is it applicable? Yes

b) Sufficient data? No If so, attach a draft.

c) Are rents and charges reasonable? None given

d) Is a field check needed? Yes

13. Exhibit D (question 23-a, b)*

a) Are there sufficient data? No

b) Is the schedule adequate for the work proposed?_____

c) Is the schedule excessive for the work proposed?_____

d) Are the proposed wages and salaries reasonable?_____

e) Is a field check needed? Yes

14. Exhibit E (question 23-c)*

a) Is it applicable? No

b) Sufficient data?

c) Reasonable?

d) Field check needed?

15. In your judgment, can the proposed work be done in the proposed time? ?

(All exploration must be completed within two years)

16. If field examination is not needed, attach your recommendation.

17. If field examination is needed, do you have any special instructions for the field team not indicated by your answers to the foregoing question? Estimate average ~~above~~ distance mesa top is above asbestos horizon ← See memo Oct 25, 1951 Donald H. Kupfer to Robert Waskey. If report is favorable submit supplement data for contract exhibits.

Reviewed by:

Date

INT.-DUP. SEC., WASH., D.C. 99009

IN REPLY REFER TO:

G-MD-DHK

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

October 25, 1951

Memorandum

To: Robert Waskey, Defense Minerals Administration

From: Donald H. Kupfer, U. S. Geological Survey

Subject: Mittendorf, et al. application (DMA-2167) for aid in exploring the Globe Asbestos Mine, Gila County, Arizona, for Chrysotile Asbestos.

Mittendorf, et al. application, DMA-2167, proposes to spend $75,000 - $80,000 to explore the Globe Asbestos Mine, 40 miles north of Globe and ½ to 2½ miles west of Chrysotile, Gila County, for chrysotile asbestos.

The Arizona asbestos region

In 1942-43 the U. S. Geological Survey and the U. S. Bureau of Mines made an extensive exploration of the Arizona asbestos deposits. The results of the Bureau of Mines work are reported in R. I. 4100 (Aug., 1947). The Survey geologists mapped most of the mines and prospects and made a generalized geologic map of the whole area. They concluded (unpublished Survey report, July, 1943) that the area had produced 12,000 tons of hard and soft fiber of grades 1, 2, and 3. They estimate that another 4,000 tons of mineable fiber is still in the ground and about half of this is in known deposits. Twenty percent of the fiber is harsh. This estimate of asbestos reserves is quite small, but apparently it includes only the material exposed in present outcrops or likely to be found while working the known outcrops. The favorable beds continue deep into the hills and under the mesas and may contain large deposits of high-grade fiber. Such buried deposits are apparently not included in the 4,000 ton estimate of reserves.

High-grade asbestos is critically short, and our best, if not our only, hope for significant U. S. production lies in the Arizona district. Granger (unpublished Survey report, 1941) states that the asbestos bodies of mineable grade in the Arizona region average 50 feet in diameter but may be up to several hundred feet in diameter. This size is comparable with the targets sought on the Colorado Vanadium project, where extensive drilling is now going on. Likewise, the topography in the Arizona district is similar to that at the

Colorado Vanadium project. The mineralization occurs in flat-lying sediments and in many places the flat tops of the mesas or shelves are only 50-100 feet above the asbestos horizon. A diamond drill program, such as is proposed, on a flat-topped mesa, might be feasible, as numerous short holes could be drilled on a closely spaced network.

Chute and Shride (unpublished Survey report, May, 1943) state that certain structural controls of the asbestos have been found and presumably others may still be found. Such controls could be used to guide the drilling program and would make it far more practical and less expensive.

The Globe Asbestos Company deposit

The Globe Asbestos Company deposit (not the same as the Globe group) has also been known as the Arizona Asbestos Company Mine (not the same as Arizona Chrysotile Asbestos Company) and as the Gladding McBean Company mine. Gladding McBean operated the property in 1941-3.

The general concensus of opinion by the numerous people who have examined the mines and prospects of the Arizona asbestos district seems to be that the Globe Asbestos Company deposits are one of the poorer deposits of the area as the fibers are generally short and harsh.

Wilson (Ariz. Bur. Mines Bull. 126, p. 65-67, 1928) reported that the Globe mine produced 50 tons of crude No. 1 and No. 2 during 1920-22 and that the best production was at the Locke workings where all the fiber is shorter than crude No. 1 and a large proportion is semi-harsh. The lowermost veinlet is of very fine quality, but the fibers in it are only 1/8 to 1/4 inch long.

J. R. Thoenen of the U. S. B. M. reported (unpublished, Nov., 1941) all the fiber to be below No. 2 grade.

Chute and Shride (unpublished Survey report, May, 1943) described the Globe deposit as over half mined out and said that it contains very little grade No. 1 and a moderate quantity of grade No. 2 soft fiber (25 to 50 tons).

Apparently the Globe property is moderately inaccessible to a diamond drill rig at the present time. The type of topography at the Globe property is not indicated in any of the reports. The applicant's map suggests that it might be of the mesa type, but gives no indication of the height of the mesa top above the asbestos horizon.

Conclusion

Arizona has produced high-grade asbestos of the type critically needed by the U. S. and is possibly the only area in the United States that is likely to produce any significant quantity of it in the immediate future. If fiber of highest quality is needed, which DMA says it is, then Arizona is the best area in which to look for it.

The Globe asbestos property is a poor choice for the initiation of an exploration program. Other properties are more favorably situated and have better potentialities. However, an application has been submitted on this property and we have no indication that one will be submitted on a better property. I recommend that the field team examine this property with the above background in mind and consider the possibility of drilling a few diamond drill holes at selected localities if the following factors are favorable:

(1) Do the present (apparently unfavorable) outcrops of the asbestos horizon damn the whole area of the applicant's claims, or only part of the area? Are areas present well back from the outcrops that may contain soft fiber asbestos?

(2) If areas exist that might contain good fiber, can they be reached by short drill holes?

(3) How accessible is the area to a diamond drill outfit?

(4) Do geological controls exist that would aid in locating the holes and in interpreting the cores after the holes are drilled?

(5) Would it be necessary to have a geologist at or near the property at the time of drilling?

Obviously the deposit is not commercially mineable at the present time. All of the above involves many relative terms such as "good" fiber, "short" drill holes, "reasonable" cost, etc. The field geologist or engineer cannot be expected to recommend or deny an application on the basis of such relative terms. He must discover and transmit the facts. Those who are in a position to determine policy, will have to make the final decision.

Donald H Kupfer

Donald H. Kupfer

October 16, 1951

Mr. Charles W. Mittendorf
3915 Lockwood Avenue
Toledo 12, Ohio

Subject: DMA-2167
Re: Exploration

My dear Mr. Mittendorf:

This will acknowledge receipt of your application dated October 15, 1951 for a loan under the Defense Production Act of 1950.

Your application was assigned Docket Number DMA- 2167 and referred to the Industrial Minerals Branch.

Kindly refer to DMA-2167 in any future correspondence relating to your application.

Sincerely yours,

Robert E. Adams

Robert E. Adams, Chief
Reports and Records Unit

2463

Form MF-103
(April 1951).

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

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

DEFENSE MINERALS ADMINISTRATION
WASHINGTON, D.C.
OCT 16 1951 PM

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

DO NOT FILL IN THIS BLOCK

Docket No. dma 2167

Date received 10-16-51

Participation

A PARTNERSHIP OF FOUR; with Power of Attorney delegated to - - - -

(the Principal Partner)

(Assisted by C.C.Fristoe, EM, for technical data pertaining to mining.)

Charles W. Mittendorf
#3915 Lockwood Avenue
Toledo 12, Ohio.

Name and address of applicant

October 15, 1951.

FILL IN THIS BLOCK

Date of application October 15, 1951.

Estimated cost $75,000 to $80,000

Mineral or metal Chrysotile Asbestos

Percentage of Government participation 90%

Location of mine (McMillan Mining Dist., Gila County, Arizona, (approximately 38 or 40 mi.north of Globe,Ariz. (and about ½ mile west of Chrysotile, Ariz.

Date of filing MF-100

DMA Docket Number, if available

INSTRUCTIONS

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

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation? Partnership

*2. If a partnership, state names and addresses of partners. See above.

*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders. X X X

*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project. See attached sheet.

*5. Are you the owner or the lessee of the property? Owners - Copy of deeds attached.

6. If owner, state what claims, liens, or encumbrances, if any, are against the property. None of which we are awar

7. If lessee, attach a copy of the lease and state if it is in good standing. X X X X

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

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement. X X X

9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)? See attached sheet. Applicant is financially able.

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

16—64067-1

THE PROPERTY See Attached Sheets for all this.

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

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

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

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

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

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

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

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

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

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

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

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

THE EXPLORATION

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

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

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

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

THE REQUIREMENTS AND COSTS

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

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

CERTIFICATION

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

A Partnership
(Name of company)

By Charles W. Millendorf, Partner
(Signature of authorized official)

Toledo Ohio Oct 15, 1951
(Date)

Acting as Secretary + Negotiator
(Title)

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

*Same as footnote on page 1.

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

A D D E N D A.

#4. The applicant (Charles W.Mittendorf) has had over 50 yrs.experience of various types, in various clerical and administrative fields, i.e. With B&O RR, Cincinnati, Ohio as Stenographer, Private Secty.to several officials, Chief Clerk in Div'n.Frt.Office, Claims Adjuster and Soliciting Freight Agent, Import & Export Contracting Agent, Traveling Freight Agent, etc. covering a service of 24 years, resigning to enter service 16 mo with Cinti.Chamber of Commerce, as Ass't.Traffic Mgr. a/c better salary. Accepted call next to Hutchinson, Kans., Chamber of Commerce as Traffic Manager and Asst.Secretary, for next 5 yrs. Then resigned (a/c they were in financial difficulty and wanted to cut my salary 50%) and went to Chamber Commerce, Excelsior Springs, Mo., leaving there 6 mos.later to engage with others to promote this mining property. Spent nearly 3 yrs. in this work without success. Next entered service with U.S.Employment Service, under Dept.of Labor. at Kansas City, Mo., for 6 yrs. or more and later with Ohio State Employment Service, Toledo, O. as Counselor, Interviewer, Employment Consultant, Inter-office Clearance Representative. Was retired June 30, 1950 under State Civil Service regulations of retirement age. Then with Wilk Trucking Co.,Toledo as office manager, until recently. Now employed with Reliable Belting & Transmission Co., Toledo, Ohio., as office manager and in charge of accounting, sales, invoicing, etc., etc.

Mr. C. C. Fristoe, a graduate of Wm.Jewell College, Liberty, Mo., and Mo.School of Mines, Rolla, Mo. worked for Raybestos Ores & Minerals at their holdings of asbestos in Arizona, and also with E.Schaaf Regelman Co. at their holdings also in Arizona some years ago, then affiliated with our group for the past 20 yrs.or more, in the meantime doing considerable prospecting and promotion work on other enterprises in his own name.

#9. The applicant, Charles W. Mittendorf, holds power of attorney to enter into any negotiations for account of the other partners, in any matters he deems adviseable. Is entering these negotiations and submits for this purpose his own financial statement, as follows:

1st.Federal Loan & Savings Assn. (on deposit)	$1850.00
Toledo Trust Co., (several small accts. aggregating)	250.00 plus/
Bond, City of Sanford, Fla.	1000.00
U.S.War Bonds, face value $2650 - approx.surrender val.	2250.00
* Loan to son, H.W.Mittendorf	900.00
* " " son-in-law O.H.Price	900.00
* " " " C.A.Deits,	1000.00
Pensions from US Govt. and Ohio State, for past services which with present salary net me somewhat over $300 pr.Mo.	
Total	$8150.00 plus.

Have no indebtedness or unpaid bills. Carry some life insurance, some of which is straight life and some paid up.

* These three loans can be repaid on short notice if, and when called for.

Form MF-103. Continuation Sheet.

#8. Properties have not been operated for some years past, due to inability to obtain capital desired. We desire this loan with purpose in mind of having diamond drilling tests made to determine present status and best prospects to again engage in mining same. For fuller explanation, see #16 - HISTORY.

#9. Here again must refer to #16 - HISTORY.

#10. Our holdings consist of 48 claims of approximately 20 acres each. The Diamond Point Drilling is desired to try out some 4 or 5 of these claims, but at this time are unable to specify the particular ones, as our Mining Engineer (Mr.Fristoe) would prefer to first go over the areas and select the particular claims for testing, when and if our application is approved.

#11. Former name of properties was "THE GLOBE ASBESTOS COMPANY", which through machinations of it's president, who absconded with all the moneys in bank and some other assets, was foreclosed and sold to present holders at Sheriff's Sale by the then County Sheriff of Gila County, Ariz. Present holders formed a partnership to purchase in an effort to protect some of their investment, covered by shares of stock in the old company.

#12. Nearest point of property lies about 2½ miles north of U.S.Highway #60, is reached over part of roadway maintained by Johns-Manville Co., leading to Chrysotile, which lies about 3 miles off the highway and down in a sort of canon. We use this road about 1 mile then turn off to left, continue in north-northwestern direction about 1½ to 2 miles as crow flies to enter on our holdings. These in turn extend northwesterly nearly 2 miles, spreading out east and westward from point of entrance.(See map attached.)

#13. Several springs, producing good water for all purposes the year round are on the properties. They have met all needs of the past and continue flowing.

#14. There is a small stone bunk house, constructed about time of World War I. This was occupied for many years by a Mexican employe and his family, who lived there and was permitted to supplement the payments we made with sale of any asbestos he might produce as his pay and for policing and development work done. I believe his wife passed away about 6 yrs.ago, after which he continued to live there, but since I have not been there personally for a number of years past, do not have personal knowledge of present conditions. This employee, I believe, maintained a few cows and some chickens to help meet his needs, and had a shed for the animals and a fenced in enclosure. There are also some tracks or rails, which were used in the mines to bring out the rock and minerals. Such things as wheelbarrows, picks, shovels, axes, etc., which we had have since disappeared or disintegrated.

#15. Until the roadway is improved, it may be necessary to bring out the ores to US #60 by burro or mule for loading onto trucks and hauled to Globe. The cobbing can be done near the mouths of mines, and milling, grading, sacking, etc. can be done in Globe at which point sales of products can be made to buyers, or can be shipped by truck or railroad to other markets.

#16. As stated, original location and development, together with surveys was done by the Globe Asbestos Co., an Arizona corporation. When things got moving in a satisfactory manner, the President managed to withdraw all money from the bank together with other assets and absconded. He was never found and brought to trial. Books showed approximately $68,000.00 was taken, leaving unpaid the miners, cobbers, an office employe and others with a few unpaid bills.

It was now necessary to negotiate further loans from the Old Dominion Co. (a bank in Globe) to pay the workers and some unpaid bills. Additional capital could not be secured at that time and the bank fore* closed, and properties were later sold at Sheriff's Sale and bought back by some of interested parties. Arrangement was then made to continue development work and a Mexican employe was hired to continue with such and to police the properties. He was paid a nominal amount for his service and given privilege to mine and sell such asbestos as he might take out to supplement his income. At the same time considerable money was spent in endeavor to enlist capital to engage in an aggressive and modern manner to develop and mine this mineral, but without any marked degree of success. Up to this time the work had been done mainly by hand, which was found to be expensive and wasteful through damaging the long fibers. Yet in spite of the cruder methods then used, there was a fair degree of profit. The Johns-Manville Co. have large holdings adjoining these properties. They have been mining asbestos there for many years. Do not know what they are doing at this time, but the bulk of their business requirements I believe can be metwith less expensive, or less valuable asbestos from Canada and other foreign countries.
We have expended well over $25,000.00 in development and promotional efforts during the ~~past~~ years, since the purchase of these claims thrugh sheriff sale.

#17. Not in production at this time and unable to give estimates as requested.

#18. Properties were operated several years, producing high grades of chrysotile asbestos, which commanded premium prices of 15% to 20% above market prices of somewhat similar types from other areas. These minerals found in Arizona have very high rating by geologists and mining engineers. In a survey,made after these were taken over from sheriffs sale, by several mining engineers reported a conservative estimate that there sould be approximately 9500 or more tons of both #1 and #2 grade ores, with a larger tonnage of the lower grades as spinning fiber, shingle fiber, asbestis sand and other grades, and that from the recoverable materials the aggregate values should ~~aggregate~~ be in excess of over half-a-million dollars. We are sure the departments at Washington must have full data on file and that such data will fully verify our claims.

#19. Have tried to give you all data in detail in foregoing.

#20. Primarily for asbestos; although other valuable minerals may later also be found to be of value.

#21. Work of drilling as requested could be started within 90 days, if our application is approved, and we believe could be completed within 16 or 18 months. After that the regular mining operations would be started, aggressively prosecuted, and the Government re-imbursed as promptly as possible out of the earnings.

#22. Publications od Bureau of Mines; Department of Commerce; the University of Arizona; items variously published in Engineering & Mining Review and other publications all confirm the fact that this immediate area has been and still is producing good quantities and qualities of asbestos. The fact that these properties in the past (as stated above) as well as in recent years when a caretaker living on the ground was steadily engaged in mining and selling asbestos taken from these mines, together with the faith of our group and the money spent and invested in trying to further develope and proceed with mining operations, encourages us now ~~the~~ to request assistance of our Government to carry on this work, and which we have every reason to believe will continue

for many years after we secure this capital loan to get a "head-start" to prosecute the work.

23 a. First efforts will be to engage a crew of diamond point drillers to make tests at various places to ascertain where the best and greatest quantities of this mineral can be found and developing for speediest returns on the capital now requested. Next, we propose hiring a limited number of miners, purchase equipment, explosives, etc. to start working operations,- the number of such employees to be steadily increased as the work permits. Further processing such as cobbing, sorting, grading, milling, sacking and transportation, etc., including the employing of common labor, camp cook, etc., may call for starting with about 10 or 12 persons. After some 2 or 3 months, it will undoubtedly be necessary to add more employees. Definite figures cannot conscientiously be given at present, since that will depend on other factors not apparent at this time.
Matter of wages paid will undoubtedly be governed by labor union demands, or current wages paid for like work in the area.

b. Our own Mining Engineer will supervise the work and act as General Superintendent. His salary will be agreed upon and will be reasonable, since he is one of the partners, whose primary interest is to see the project succeed He is a well qualified man, a graduate E.M. from Missouri schools and colleges, was in charge of these properties for the present partnership, and prior thereto was Supervising Engineer for E.Schaaf Regelman's properties on the Salt River and about 10 miles north of our properties, for some years.
Only other person drawing any pay in the earlier stages of this work will be myself, as acting Secretary and Treasurer for our group. The duties such as keeping books and records, making reports required by state and federal agencies, issuing the pay checks, handling correspondence, deducting, reporting and paying the Withholding taxes, Social Security, etc., etc., will not be too heavy, and since I would perfom them from my home here, and it would be part-time work (as I am otherwise regularly employed) could be done for about $25 or $30 per month.
None of our group wish to draw anything but very reasonable fees for work done, until all obligations have been met, modern equipment installed and other improvements made and paid for, and then to continue to engage in an economical and business-like method of building up this new enterprise. We have absolute faith there will be good returns for all of us who have borne the brunt of the work to this time, after these other conditions have been met, and we may then be re-imbursed for past expenses and work done.

c. For reasons previously set forth, this cannot be answered now.

d. Same as stated in "c".

e. Same as above. We must first learn where the best mineral is now to be found, and hope then to be able to make full appraisal of our needs and approximate costs.

f. Same as explained in "c" and "e".

g. Same as above. Do not believe there is much left on the premises to have value now for any rental, until it is supplemented with other equipment.

h. I found worthy of further development, after the test drillings now proposed are made, there will be immediate need for many small items as drills, shovels, picks, wheelbarrows, axes, lamps, explosives, etc. Such items have varying prices, but none of them individually should exceed

$8 to $10 or $15.00 each. These expenses, however, will not be immediately called for

i. Electric power is not at present available. Can probably be secured or contracted for at later date, when and if needed. Cost cannot be given, as no estimated have ever been sought.

#24. Our immediate needs are for purpose of having test drills made as stated above. Just how long a time this may require cannot be conjectured now. We believe not more than 8 or 10 months need be considered. If the tests prove satisfactory, we will be ready to push other work promptly as outlined. You may rest assured we shall prosecute the matter diligently and speedily as possible.

(COUNTY RECORDER'S OFFICE, GLOBE, ARIZ.)
(Volume 14, Pages 432 and 433.)

#64530. $7.00 in Revenue Stamps
Cancelled - O.D.Comm'l.
5/22/23.

Sheriff's Deed.

THIS DEED made the 21st.of May 1923 by Alf.Edwards, Sheriff, County of Gila, State of Arizona, Grantor, and the Old Dominion Commercial Company, a corporation, grantee,

WITNESSETH:

WHEREAS, in and by judgment and decree, made and entered on the 16th.day of October, A.D.1922, in and by the Superior Court of Gila County, State of Arizona, in a suit then pending in said court, wherein the Old Dominion Commercial Company, a corporation, was plaintiff, and Globe Asbestos Company, a corporation, was defendent, it was among other things, ordered, adjudged and decreed that the premises on which plaintiff had an attachment lien described in the decree and judgment in said action, be sold at public auction by the Sheriff of said county in the manner directed by law, a copy of which judgment with an order for sale, was duly issued and delivered to the said Sheriff requiring him to make sale of said premises astherein directed, and

WHEREAS, in obedience to said judgment, decree of said and said special execution, and after due public notice given as required by law, the said Sheriff did on the 14th.day of November A.D.1922, at 11 o'clock A.M. duly sell at public auction at the Court House in the said County of Gila, the said premises in said County of Gila, the premises in said decree and hereafter described, and

WHEREAS, at such sale the said premises were fairly sold to the Old Dominion Commercial Company, a corporation, the grantee herein, for the sum of $6937.98, it being the highest bidder, and that sum, the highest bidder therefore, which sum was duly paid by said purchaser to said Sheriff, and said Sheriff thereupon de delivered his Certificate of Sale to said purchaser and filed a duplicate thereof in the office of the County Recorder of the said County of Gila, as required by law, and

, WHEREAS, six months have elapsed since the date of said sale and no redemption has been made of the property sold by any person or persons,

NOW THEREFORE, in consideration of the premises, and of said sum so paid as aforesaid, and in compliance with the statute, said grantor as Sheriff aforesaid, does hereby grant, bargain, sell and convey to said grantee, it's successors and assigns forever, all those certain unpatented lode mining claims situate and being in the McMillan Mining District, Gila County, State of Arizona, the names of which, together with the location notices are of record in the office of the County Recorder of said Gila County, at book and page number of RECORD OF MINES, as follows, to wit:

NAME	Book.	Page.	Name.	Book.	Page.
Walnut Springs	34	173	Globe No.24	34	382
Cottonwood Springs	34	174	Globe No.25	34	383
Spring	34	175	Globe No.26	34	384
The Belle	34	539	Globe No.27	34	385
Globe	34	176	Globe No.28	34	386
Globe No.1	34	177	Globe No.29	34	387
Globe No.2	34	178	Globe No.30	34	388
Globe No.3	34	179	Globe No.31	34	389
Globe No.4	34	180	Globe No.32	34	390
Globe No.5	34	181	Locke #7 (former Globe #39)	35	56
Globe No.6	34	182	Globe No.43	34	534
Globe No.7	34	183	Globe No.44	34	535
Globe No.8	34	184	Globe No.46	34	537
Globe No.9	34	185	Globe No.47	34	538
Globe No.10	34	186	Locke #1 (former Globe #31)	35	50
Globe No.11	34	187	Locke #2 (former Globe #21)	35	57
Globe No.12	34	188	Locke #3 (former Globe #36)	35	52
Globe No.13	34	189	Locke #4 (former Globe #22)	35	53
Globe No.14	34	190	Locke #5 (former Globe #37)	35	54
Globe No.15	34	191	Locke #6 (former Globe #23)	35	55
Globe No.16	34	192	Globe #33	34	352
Globe No.17,	34	376	Globe No.34	34	353
Globe No.18	34	377	Globe No.38	34	529
Globe No.20	34	351	Globe No.45	34	536

together with all dips, spurs and angles, and also all metals, ores, gold and silver bearing quarts, rock and earth therein, and all the rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed, and also all and singular the tenements, hereditaments and appurtenances thereto belonging or otherwise appertaining and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well as in law as in equity of the said party of the first part, of, and in and to said premises and every part and parcel thereto with the appurtenances;

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said parties of the second part, their heirs and assigns,forever.

IN WITNESS WHEREOF, the said grantor, the Sheriff aforesaid, has hereunto set his hand the day and year above written.

J. ALF EDWARDS.
SHERIFF.

State of Arizona) ss
County of Gila)

This instrument was acknowledged before me this 21st. day of May, A.D.1923 by J.Alf Edwards, as Sheriff of the County of Gila, State of Arizona.

H. M. Foster,
Notary Public.

(Seal)
(H.M.Foster)
(Notary Public)
(Gila County)
(Arizona.)

- -

Filed and recorded at the request of the Old Dominion Commercial Company on the 22nd. day of May, 1923 at 30 minutes past 10 o'clock A.M.

E. T. Stewart, County Recorder
M.L.Harrison, Deputy Recorder

- -

Above copy of the Sheriff's Deed was taken from the County Recorder's Office at the Court House in Globe, Arizona, by

Charles W. Mittendorf, a partner in present partnership of a group interested.

92193.

D E E D S T O M I N E S .

Book #17 - Page #51.
COUNTY RECORDER'S OFFICE, GLOBE ARIZ.

- -

MINING DEED.

THIS INDENTURE made this 15th.day of August, A.D.1928, between The Old Dominion Bank, formerly the Old Dominion Commercial company, a corporation doing business in Gila County, State of Arizona, the party of the first part, and H.G.Fischer of Liberty, Missouri and William M.Fitch of St.Louis, Mo., parties of the second part,-

WITNESSETH

That the party of the first part, for and inconsideration of the sum of Ten Dollars ($10.00) lawful money of the United States, to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, remises, released and forever quit claimed unto the parties of the second part and to their heirs and assigns, all the rights, title and interest of the party of the first part in and to certain unpatented mining claims, situate and being in the McMillan Mining District in Gila County State of Arizona, described in book and at page number of the Records of Mines, as follows: to wit:

NAME.	Book.	Page.	NAME.	Book.	Page.
Walnut Springs	34	173	Globe No.24.	34	382
Cottonwood Springs	34	174	Globe No.25.	34	383
Spring	34	175	Globe No.26.	34	384
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Globe No.1.	34	177	Globe No.29.	34	387
Globe No.2.	34	178	Globe No.30.	34	388
Globe No. 3.	34	179	Globe No.31.	34	389
Globe No.4.	34	180	Globe No.32.	34	390
Globe No.5.	34	181	Locke No.7 (formerly Globe #39.)	35	56
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Globe No.7.	34	183	Globe No.44.	34	535
Globe No.8.	34	184	Globe No.46.	34	537
Globe No.9.	34	185	Globe No.47.	34	538
Globe No.10.	34	186	Locke No.1 (former Globe 31)	35	50
Globe No.11.	34	187	Locke No.2.(" " 21)	35	57
Globe No.12.	34	188	Locke No.3.(" " 36)	35	52
Globe No.13.	34	189	Locke No.4.(" " 22)	35	53
Globe No.14.	34	190	Locke No.5.(" " 37)	35	54
Globe No.15.	34	191	Locke No.6.(" " 23)	35	55
Globe No.16.	34	192	Globe No.33.	34	352
Globe No.17.	34	376	Globe No.34.	34	353
Globe No. 18.	34	377	Globe No.38,	34	529
Globe No.20.	34	351	Globe No.45.	34	536

Together with all the dips, spurs and angles, and also all metals, ores, gold and silver bearing quartz rock and earth therein, and all rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed and also all and singular the tenements, hereditaments and appurtenances thereto belonging or otherwise appertaining and the rents, issues and profits thereof; and also all the estate right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity of the said party of the first part in and to the said premises and every part and parcel thereto with appurtenances,

TO HAVE AND TO HOLD all and singular the said premises together with the appurtenances and privileges thereunto incident unto the said parties of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF the party of the first part has caused it's corporate name to be hereunto subscribed and it's corporate seal to be hereunto affixed by and it's duly authorized officers, this 15th.day of August, A.D.1928.

(Seal of)
(OLD DOMINION BANK)
(Incorporated 1896)

OLD DOMINION BANK
by Geo. F. Wilson,
President.

ATTEST, C.B.Y.Hind,
Secretary.

STATE OF ARIZONA)
COUNTY OF GILA) ss

Before me, Frederic A Shaffer, a Notary Public, in and for County of Gila, State of Arizona, personally appeared Geo.F.Wilson, known by me as President of the Old Dominion Bank, a corporation, and C.B.Y.Hind, known to me to be Secretary of the said Old Dominion Bank, a corporation, and as such President and Secretary, acknowledged to me that they executed the foregoing instrument for and on behalf of the said Old Dominion Bank, a corporation, for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 15th. day of August, A.D.1928.

FREDERIC A SHAFFER,
Notary Public.

My commission expires Nar.6, 1930.

(Seal of)
(Frederic A. Shaffer)
(Notary Public)
(Gila County,Arizona.)

- - - - - - - - - - - - - - -

Filed and recorded at the request of Frederic A.Shaffer on the 16th. day of August, A.D. 1928, at 45 minutes past 1 o'clock P.M.

E.T.Stewart, County Recorder,
by M.L.Harrison, Deputy Recorder.

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The foregoing is a full copy of the deed as recorded.

Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

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

DEFENSE MINERALS ADMINISTRATION
WASHINGTON, D. C.
OCT 16 1 30 PM '51

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

DO NOT FILL IN THIS BLOCK

Docket No. dma 2167

Date received 10-16-51

Participation

A PARTNERSHIP OF FOUR, with Power of Attorney delegated to - - - -
(the Principal Partner)
(Assisted by C.C.Friatoe, E., for technical data pertaining to mining.)

Charles W. Littenorf
3915 Lockwood Avenue
Toledo 12, Ohio.

Name and address of applicant

Date October 15, 1951.

FILL IN THIS BLOCK

Date of application October 15, 1951.

Estimated cost $75,000 to $80,000

Mineral or metal Chrysotile Asbestos

Percentage of Government participation 90%

Location of mine McMillan Mining Dist., Gila County, Arizona, approximately 38 or 40 mi. north of Globe, Ariz. and about ½ mile west of Chrysotile, Ariz.

Date of filing MF-100

DMA Docket Number, if available

INSTRUCTIONS

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

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation? Partnership

*2. If a partnership, state names and addresses of partners. See above.

*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders. x x x

*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project. See attached sheet.

*5. Are you the owner or the lessee of the property? Owners - Copy of deeds attached.

6. If owner, state what claims, liens, or encumbrances, if any, are against the property. None of which we are aware

7. If lessee, attach a copy of the lease and state if it is in good standing. x x x x

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

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement. x x x

9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)? See attached sheet. Applicant is financially able.

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

16—64067-1

THE PROPERTY See Attached Sheets for all this.

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

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

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

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

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

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

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

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

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

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

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

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

THE EXPLORATION

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

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

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

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

THE REQUIREMENTS AND COSTS

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

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

CERTIFICATION

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

Al Partnership
(Name of company)

By Charles W. Mittendorf Partner
(Signature of authorized official)

Toledo, Ohio Oct 15, 1951
(Date)

Acting as Secretary & Negotiator
(Title)

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

*Same as footnote on page 1.

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

34. The applicant (Charles L. Ittenbach) has had over 30 yrs. experience of various types, in various clerical and administrative fields, i.e. 15th Reg RA, Cincinnati, Ohio as Stenographer, Private Secty. to several officials, Chief Clerk in Adj'n.Int.Office, Clerk & Reporter on Policing Freight Agent, Import & Export Contracting Agent, Travelling Freight Agent, etc. covering a service of 24 years, resigning to enter service with Cinti.Chamber of Commerce, as Asst.Traffic Mgr. a/c better salary. Resigned self next to Cincinnati, Ohio., Chamber of Commerce as Traffic Manager and Asst.Secretary, for next 5 yrs. Then resigned (a/c Mgr. Moro in financial difficulty & unable to pay my salary 50%) and came to Colo Dept Commerce, Manitou Springs, Colo., leaving there 6 mos.later to engage with others to promote this mining property. Spent nearly 3 yrs. in this work without success. Next had rec service with U.S.Employment Service, under Dept.of Labor, at Kansas City, Mo., for 6 yrs. or more as later with Ohio State Employment Service, Toledo, O. as Counselor, Interviewer, Employer Consultant, Inter-office Clearance Representative. He retired June 30, 1950 under State Civil Service regulations of 4 yrs. ago. Then with Milk Trucking Co., Toledo as office manager, until recently. Now employed with Reliable Melting & Transportation Co., Toledo, Ohio., as office manager and in charge of accounting, sales, invoicing, etc., etc.

Mr. C. C. Ingstoe, a graduate of Mr.Joseph College, Liberty, Mo., and Mo.School of Mines, Rolla, Mo. worked for Raybestos Bros & Minerals at their holdings of Asbestos in Arizona, and also with U.S.Bureau Reclamation at their holdings also in Arizona some years ago, then affiliated with our group for the past 20 yrs.or more, in the meantime doing considerable prospecting and promotion work on other enterprises in his own name.

35. The applicant, Charles L. Ittenbach, holds power of attorney to enter into any negotiations for account of the other partners, in any matters he deems advisable. In entering these negotiations and submits for this purpose his own financial statement, as follows:

1st.Federal Loan & Savings Assn. (on deposit)	$1850.00
Toledo Trust Co., (several small accts. aggregating)	850.00 plus/
Bond, City of Sanford, Fla.	1000.00
U.S. War Bonds, face value $8650 - approx.surrender val.	8250.00
* Loan to Jos. L. Ittenbach	900.00
* " " son-in-law O.A.Price	900.00
* " " " C.A.Dolts,	1000.00
Pensions from US Govt. and Ohio State, for past services which with spouse's salary not no more that over $890 yr. Ho.	
Total	$15[illegible].00 plus.

Have no indebtedness or unpaid bills. Carry some life insurance, some of which is straight life & some paid up.

* These three loans can be repaid on short notice if, and when called for.

Form MF-103. Continuation Sheet.

#8. Properties have not been operated for some years past, due to inability to obtain capital desired. We desire this loan with purpose in mind of having diamond drilling tests made to determine present status and best prospects to a sin engage in mining same. For fuller explanation, see #16 - HISTORY.

#9. Here again must refer to #16 - HISTORY.

#10. Our holdings consist of 48 claims of approximately 20 acres each. The Diamond Point Drilling is desired to try out some 4 or 5 of those claims, but at this time are unable to specify the particular ones, as our Mining Engineer (Mr. Fristoe) would prefer to first go over the areas and select the particular claims for testing, when and if our application is approved.

#11. Former name of properties was "THE GLOBE ASBESTOS COMPANY", which through machinations of it's president, who absconded with all the moneys in bank and some other assets, was foreclosed and sold to present holders at Sheriff's Sale by the then County Sheriff of Gila County, Ariz. Present holders formed a partnership to purchase in an effort to protect some of their investment, covered by shares of stock in the old company.

#12. Nearest point of property lies about 2½ miles north of U.S. Highway #60, is reached over part of roadway maintained by Johns-Manville Co., leading to Chrysotile, which lies about 3 miles off the highway and down in a sort of canon. We use this road about 1 mile then turn off to left, continue in north-northwestern direction about 1½ to 2 miles as crow flies to enter on our holdings. These in turn extend northwesterly nearly 2 miles, spreading out east and westward from point of entrance. (See map attached.)

#13. Several springs, producing good water for all purposes the year round are on the properties. They have met all needs of the past and continue flowing.

#14. There is a small stone bunk house, constructed about time of World War I. This was occupied for many years by a Mexican employe and his family, who lived there and was permitted to supplement the payments we made with sale of any asbestos he might produce as his pay and for policing and development work done. I believe his wife passed away about 6 yrs. ago, after which he continued to live there, but since I have not been there personally for a number of years past, do not have personal knowledge of present conditions. This employee, I believe, maintained a few cows and some chickens to help meet his needs, and had a shed for the animals and a fenced in enclosure. There are also some tracks or rails, which were used in the mines to bring out the rock and minerals. Such things as wheelbarrows, picks, shovels, axes, etc., which we had have since disappeared or disintegrated.

#15. Until the roadway is improved, it may be necessary to bring out the ores to US #60 by burro or mule for loading onto trucks and hauled to Globe. The cobbing can be done near the mouths of mines, and milling, grading, sacking, etc. can be done in Globe at which point sales of products can be made to buyers, or can be shipped by truck or railroad to other markets.

#16. As stated, original location and development, together with surveys was done by the Globe Asbestos Co., an Arizona corporation. When things got moving in a satisfactory manner, the President managed to withdraw all money from the bank together with other assets and absconded. He was never found and brought to trial. Books showed approximately $68,000.00 was taken, leaving unpaid the miners, cobbers, an office employe and others with a few unpaid bills.

It was now necessary to negotiate further loans from the Old Dominion Co. (a bank in Globe) to pay the workers and some unpaid bills. Additional capital could not be secured at that time and the bank forec closed, and properties were later sold at Sheriff's Sale and bought in by some of interested parties. Arrangement was then made to continue development work and a Mexican employe was hired to continue with such and to police the properties. He was paid a nominal amount for his service and given privilege to mine and sell such asbestos as he might take out to supplement his income. At the same time considerable money was spent in endeavor to enlist capital to engage in an aggressive and modern manner to develop and mine this mineral, but without any marked degree of success. Up to this time the work had been done mainly by hand, which was found to be expensive and wasteful through damaging the long fibers. Yet in spite of the cruder methods then used, there was a fair degree of profit. The Johns-Manville Co. have large holdings adjoining these properties. They have been mining asbestos there for many years. Do not know what they are doing at this time, but the bulk of their business requirements I believe can be met with less expensive, or less valuable asbestos from Canada and other foreign countries.
We have expended well over $25,000.00 in development and promotional efforts during the ~~past~~ years, since the purchase of these claims through sheriff sale.

#17. Not in production at this time and unable to give estimates as requested.

#18. Properties were operated several years, producing high grades of chrysotile asbestos, which commanded premium prices of 15% to 20% above market prices of somewhat similar types from other areas. These minerals found in Arizona have very high rating by geologists and mining engineers. In a survey, made after these were taken over from sheriffs sale, by several mining engineers reported a conservative estimate that there could be approximately 9500 or more tons of both #1 and #2 grade ores, with a larger tonnage of the lower grades as spinning fiber, shingle fiber, asbestis sand and other grades, and that from the recoverable materials the aggregate values should ~~aggregate~~ be in excess of over half-a-million dollars. We are sure the departments at Washington must have full data on file and that such data will fully verify our claims.

#19. Have tried to give you all data in detail in foregoing.

#20. Primarily for asbestos; although other valuable minerals may later also be found to be of value.

#21. Work of drilling as requested could be started within 90 days, if our application is approved, and we believe could be completed within 16 or 18 months. After that the regular mining operations would be started, aggressively prosecuted, and the Government re-imbursed as promptly as possible out of the earnings.

#22. Publications of Bureau of Mines; Department of Commerce; the University of Arizona; items variously published in Engineering & Mining Review and other publications all confirm the fact that this immediate area has been and still is producing good quantities and qualities of asbestos. The fact that these properties in the past (as stated above) as well as in recent years when a caretaker living on the ground was steadily engaged in mining and selling asbestos taken from these mines, together with the faith of our group and the money spent and invested in trying to further develope and proceed with mining operations, encourages us now ~~the~~ to request assistance of our Government to carry on this work, and which we have every reason to believe will continue

for many years after we secure this capital loan to get a "head-start" to prosecute the work.

23 a. First efforts will be to engage a crew of diamond point drillers to make tests at various places to ascertain where the best and greatest quantities of this mineral can be found and developing for speediest returns on the capital now requested. Next, we propose hiring a limited number of miners, purchase equipment, explosives, etc. to start working operations,- the number of such employees to be steadily increased as the work permits. Further processing such as cobbing, sorting, grading, milling, sacking and transportation, etc., including the employing of common labor, camp cook, etc., may call for starting with about 10 or 12 persons. After some 2 or 3 months, it will undoubtedly be necessary to add more employees. Definite figures cannot conscientiously be given at present, since that will depend on other factors not apparent at this time.
Matter of wages paid will undoubtedly be governed by labor union demands, or current wages paid for like work in the area.

b. Our own Mining Engineer will supervise the work and act as General Superintendent. His salary will be agreed upon and will be reasonable, since he is one of the partners, whose primary interest is to see the project succeed He is a well qualified man, a graduate E.M. from Missouri schools and colleges, was in charge of these properties for the present partnership, and ~~xxxx~~ prior thereto was Supervising Engineer for E.Schaaf Regelman's properties on the Salt River and about 10 miles north of our properties, for some years.
Only other person drawing any pay in the earlier stages of this work will be myself, as acting Secretary and Treasurer for our group. The duties such as keeping books and records, making reports required by state and federal agencies, issuing the pay checks, handling correspondence, deducting, reporting and paying the Withholding taxes, Social Security, etc., etc., will not be too heavy, and since I would perfom them from my home here, and it would be ~~but~~ part-time work (as I am otherwise regularly employed) could be done for about $25 or $30 per month.
None of our group wish to draw anything but very reasonable fees for work done, until all obligations have been met, modern equipment installed and other improvements made and paid for, and then to continue to engage in an economical and business-like method of building up this new enterprise. We have absolute faith there will be good returns for all of us who have borne the brunt of the work to this time, after these other conditions have been met, and we may then be re-imbursed for past expenses and work done.

c. For reasons previously set forth, this cannot be answered now.

d. Same as stated in "c".

e. Same as above. We must first learn where the best mineral is now to be found, and hope then to be able to make full appraisal of our needs and approximate costs.

f. Same as explained in "c" and "e".

g. Same as above. Do not believe there is much left on the premises to have value now for any rental, until it is supplemented with other equipment.

h. I found worthy of further development, after the test drillings now proposed are made, there will be immediate need for many small items as drills, shovels, picks, wheelbarrows, axes, lamps, explosives, etc. Such items have varying prices, but none of them individually should exceed

$8 to $10 or $15.00 each. These expenses, however, will not be immediately called for

1. Electric power is not at present available. Can probably be secured or contracted for at later date, when and if needed. Cost cannot be given, as no estimated have ever been sought.

#24. Our immediate needs are for purpose of having test drills made as stated above. Just how long a time this may require cannot be conjectured now. We believe not more than 8 or 10 months need be considered. If the tests prove satisfactory, we will be ready to push other work promptly as outlined. You may rest assured we shall prosecute the matter diligently and speedily as possible.

D E E D S T O M I N E S.

(COUNTY RECORDER'S OFFICE, GLOBE, ARIZ.)
(Volume 14, Pages 432 and 433.)

#64530. $7.00 in Revenue Stamps Cancelled - O.D.Comm'l. 5/22/23.

Sheriff's Deed.

THIS DEED made the 21st.of May 1923 by Alf.Edwards, Sheriff, County of Gila, State of Arizona, Grantor, and the Old Dominion Commercial Company, a corporation, grantee,

WITNESSETH:

WHEREAS, in and by judgment and decree, made and entered on the 16th.day of October, A.D.1922, in and by the Superior Court of Gila County, State of Arizona in a suit then pending in said court, wherein the Old Dominion Commercial Company, a corporation, was plaintiff, and Globe Asbestos Company, a corporation, was defendent, it was among other things, ordered, adjudged and decreed that the premises on which plaintiff had an attachment lien described in the decree and judgment in said action, be sold at public auction by the Sheriff of said county in the manner directed by law, a copy of which judgment with an order for sale, was duly issued and delivered to the said Sheriff requiring him to make sale of said premises astherein directed, and

WHEREAS, in obedience to said judgment, decree of said and said special execution, and after due public notice given as required by law, the said Sheriff did on the 14th.day of November A.D.1922, at 11 o'clock A.M. duly sell at public auction at the Court House in the said County of Gila, the said premises in said County of Gila, the premises in said decree and hereafter described, and

WHEREAS, at such sale the said premises were fairly sold to the Old Dominion Commercial Company, a corporation, the grantee herein, for the sum of $6937.98, it being the highest bidder, and that sum, the highest bidder therefore, which sum was duly paid by said purchaser to said Sheriff, and said Sheriff thereupon delivered his Certificate of Sale to said purchaser and filed a duplicate thereof in the office of the County Recorder of the said County of Gila, as required by law, and

WHEREAS, six months have elapsed since the date of said sale and no redemption has been made of the property sold by any person or persons,

NOW THEREFORE, in consideration of the premises, and of said sum so paid as aforesaid, and in compliance with the statute, said grantor as Sheriff aforesaid does hereby grant, bargain, sell and convey to said grantee, it's successors and assigns forever, all those certain unpatented lode mining claims situate and being in the McMillan Mining District, Gila County, State of Arizona, the names of which, together with the location notices are of record in the office of the County Recorder of said Gila County, at book and page number of RECORD OF MINES, as follows, to wit:

NAME	Book.	Page.	Name.	Book.	Page.
Walnut Springs	34	173	Globe No.24	34	382
Cottonwood Springs	34	174	Globe No.25	34	383
Spring	34	175	Globe No.26	34	384
The Belle	34	539	Globe No.27	34	385
Globe	34	176	Globe No.28	34	386
Globe No.1	34	177	Globe No.29	34	387
Globe No.2	34	178	Globe No.30	34	388
Globe No.3	34	179	Globe No.31	34	389
Globe No.4	34	180	Globe No.32	34	390
Globe No.5	34	181	Locke #7 (former Globe #39)	35	56
Globe No.6	34	182	Globe No.43	34	534
Globe No.7	34	183	Globe No.44	34	535
Globe No.8	34	184	Globe No.46	34	537
Globe No.9	34	185	Globe No.47	34	538
Globe No.10	34	186	Locke #1 (former Globe #3k)	35	50
Globe No.11	34	187	Locke #2 (former Globe #21)	35	57
Globe No.12	34	188	Locke #3 (former Globe #36)	35	52
Globe No.13	34	189	Locke #4 (former Globe #22)	35	53
Globe No.14	34	190	Locke #5 (former Globe #37)	35	54
Globe No.15	34	191	Locke #6 (former Globe #23)	35	55
Globe No.16	34	192	Globe #33	34	352
Globe No.17,	34	376	Globe No.34	34	353
Globe No.18	34	377	Globe No.38	34	529
Globe No.20	34	361	Globe No.45	34	536

together with all dips, spurs and angles, and also all metals, ores, gold and silver bearing quartz, rock and earth therein, and all the rights, privileges and franchises thereto incident, appendant and appurtenant, or thereunto usually had and enjoyed, and also all and singular the tenements, hereditaments and appurtenances thereto belonging or otherwise appertaining and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well as in law as in equity of the said party of the first part, of, and in and to said premises and every part and parcel thereto with the appurtenances;

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said parties of the second part, their heirs and assigns, forever.

IN WITNESS WHEREOF, the said grantor, the Sheriff aforesaid, has hereunto set his hand the day and year above written.

J. ALF EDWARDS.
SHERIFF.

State of Arizona) ss
County of Gila)

This instrument was acknowledged before me this 21st. day of May, A.D.1923 by J.Alf Edwards, as Sheriff of the County of Gila, State of Arizona.

H. M. Foster,
Notary Public.

(Seal)
(H.M.Foster)
(Notary Public)
(Gila County)
(Arizona.)

- -

Filed and recorded at the request of the Old Dominion Commercial Company on the 22nd. day of May, 1923 at 30 minutes past 10 o'clock A.M.

E. T. Stewart, County Recorder
M.L.Harrison, Deputy Recorder

- -

Above copy of the Sheriff's Deed was taken from the County Recorder's Office at the Court House in Globe, Arizona, by

Charles A. Mittendorf, a partner in present partnership of a group interested.

92193.

D E E D S T O M I N E S .

Book #17 - Page #51.

COUNTY RECORDER'S OFFICE, GLOBE ARIZ.

- - - - - - - - - - - - - - - - - - - -

MINING DEED.

THIS INDENTURE made this 15th.day of August, A.D.1928, between The Old Dominion Bank, formerly the Old Dominion Commercial company, a corporation doing business in Gila County, State of Arizona, the party of the first part, and H.G.Fischer of Liberty, Missouri and William M.Fitch of St.Louis, Mo., parties of the second part,-

WITNESSETH

That the party of the first part, for and inconsideration of the sum of Ten Dollars ($10.00) lawful money of the United States, to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, remises, released and forever quit claired unto the parties of the second part and to their heirs and assigns, all the rights, title and interest of the party of the first part in and to certain unpatented mining claims, situate and being in the McMillan Mining District in Gila County State of Arizona, described in book and at page number of the Records of Mines, as follows: to wit:

NAME.	Book.	Page.	NAME.	Book.	Page.
Walnut Springs	34	173	Globe No.24.	34	382
Cottonwood Springs	34	174	Globe No.25.	34	383
Spring	34	175	Globe No.26.	34	384
The Belle,	34	539	Globe No.27.	34	385
Globe,	34	176	Globe No.28.	34	386
Globe No.1.	34	177	Globe No.29.	34	387
Globe No.2.	34	178	Globe No.30.	34	388
Globe No. 3.	34	179	Globe No.31.	34	389
Globe No.4.	34	180	Globe No.32.	34	390
Globe No.5.	34	181	Locke No.7 (formerly Globe #39.)	35	56
Globe No.6.	34	182	Globe No.43.	34	534
Globe No.7.	34	183	Globe No.44.	34	535
Globe No.8.	34	184	Globe No.46.	34	537
Globe No.9.	34	185	Globe No.47.	34	538
Globe No.10.	34	186	Locke No.1 (former Globe 31)	35	50
Globe No.11.	34	187	Locke No.2.(" " 21)	35	57
Globe No.12.	34	188	Locke No.3.(" " 36)	35	52
Globe No.13.	34	189	Locke No.4.(" " 22)	35	53
Globe No.14.	34	190	Locke No.5.(" " 37)	35	54
Globe No.15.	34	191	Locke No.6.(" " 23)	35	55
Globe No.16.	34	192	Globe No.33.	34	352
Globe No.17.	34	376	Globe No.34.	34	353
Globe No. 18.	34	377	Globe No.38,	34	529
Globe No.20.	34	351	Globe No.45.	34	536

Together with all the dips, spurs and angles, and also all metals, ores, gold and silver bearing quartz rock and earth therein, and all rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed and also all and singular the tenements, hereditaments and appurtenances thereto belonging or otherwise appertaining and the rents, issues and profits thereof; and also all the estate right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity of the said party of the first part in and to the said premises and every part and parcel thereto with appurtenances,

TO HAVE AND TO HOLD all and singular the said premises together with the appurtenances and privileges thereunto incident unto the said parties of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF the party of the first part has caused it's corporate name to be hereunto subscribed and it's corporate seal to be hereunto affixed by and it's duly authorized officers, this 15th.day of August, A.D.1928.

(Seal of)
(OLD DOMINION BANK)
(Incorporated 1896)

OLD DOMINION BANK
by Geo. F. Wilson,
President.

ATTEST, C.B.Y.Hind,
Secretary.

STATE OF ARIZONA)
COUNTY OF GILA) ss

Before me, Frederic A Shaffer, a Notary Public, in and for County of Gila, State of Arizona, personally appeared Geo.F.Wilson, known by me as President of the Old Dominion Bank, a corporation, and C.B.Y.Hind, known to me to be Secretary of the said Old Dominion Bank, a corporation, and as such President and Secretary, acknowledged to me that they executed the foregoing instrument for and on behalf of the said Old Dominion Bank, a corporation, for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 15th. day of August, A.D.1928.

FREDERIC A SHAFFER,
Notary Public.

My commission expires Mar.5, 1930.

(Seal of)
(Frederic A. Shaffer)
(Notary Public)
(Gila County,Arizona.)

- - - - - - - - - - - - - - - -

Filed and recorded at the request of Frederic A.Shaffer on the 16th. day of August, A.D. 1928, at 45 minutes past 1 o'clock P.M.

E.T.Stewart, County Recorder,
by M.L.Harrison, Deputy Recorder.

- - - - - - - - - - - - - - - - - - - -

The foregoing is a full copy of the deed as recorded.

Form MF-103
(April 1951)

U.S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

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

DEFENSE MINERALS ADMINISTRATION
WASHINGTON D.C.
OCT 16 1951
RECEIVED

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

DO NOT FILL IN THIS BLOCK

Docket No. dmal 2167

Date received 10-16-51

Participation

[illegible] 19th [illegible] of Attorney delegated to - - - - (the principal officer) [illegible] by C.J. Pirtle, Jr., for technical data pertaining to mining.)

Charles [illegible] Litton [illegible]
[illegible] Lockwood Avenue
Toledo 10, Ohio.

Name and address of applicant

Date October 16, 1951.

FILL IN THIS BLOCK

Date of application October 16, 1951.

Estimated cost 75,000 to 100,000

Mineral or metal Chrysotile Asbestos

Percentage of Government participation 90%

Location of mine Lesilion Mine Dist., Gila County, Arizona, approximately 39 or 40 mi. north of Globe, Ariz. and about 4 mile west of Chrysotile, Ariz.

Date of filing MF-100

DMA Docket Number, if available

INSTRUCTIONS

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

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation? Partnership

*2. If a partnership, state names and addresses of partners. See above.

*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.

*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project. See attached sheet.

*5. Are you the owner or the lessee of the property? Owners - Copy of deeds attached.

6. If owner, state what claims, liens, or encumbrances, if any, are against the property. None of [illegible] to our [illegible]

7. If lessee, attach a copy of the lease and state if it is in good standing.

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

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.

9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)? See attached sheet. Applicant is financially able.

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

16—64067-1

THE PROPERTY See Attached Sheets for all this.

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

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

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

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

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

THE EXPLORATION

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

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

THE REQUIREMENTS AND COSTS

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

CERTIFICATION

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

A Partnership
(Name of company)

By Charles W. Mittendorf, Partner
(Signature of authorized official)

Toledo, Ohio Oct 15, 1951
(Date)

acting as Secretary & Negotiator
(Title)

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

*Same as footnote on page 1.

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

14. The applicant (Charles J. Attermeyer) has had over a 30 yrs. experience of various types, in various clerical [illegible] administrative fields, i.e. [illegible] Cincinnati, Ohio as Manager, Sec., Private Secty. to several officials, Chief Clerk in Civ'n. Pt. Office, Claims Adjuster and Collecting Credit Agent, Asst. & Import Controlling Agent, Traveling Ins. Agent, etc. covering a service of 32 years, resigning to enter service 10 yrs. with Cincinn. Chamber of Commerce, as Asst. Traffic Mgr. o/c better salary. Accepted call next to Cate'linson, Kans., Chamber of Commerce as Traffic Manager and Asst. Secretary, for last 4 yrs. Then resigned (c/c they were in financial difficulty). Went to entry salary still not to [illegible] Commerce, Excelsior Springs, Mo., leaving there 6 mos. later to engage with others to pro-rate this Main property. Up on a salary 3 yrs. in 3 to 4 years without success. Went out and service with U.S. Employment Service, as Supervisor Accr. at Kansas City, Mo., for 2 yrs. or more and later with Ohio State Unemployment Ins. Com., Columbus, O. as Contactor, Interviewer, Employee Consultant, Inter-office Insurance Representative. Was Retired June 30, 1950 under State Civil Service regulations of retirement age. Then with Milk Drawing Co., Toledo as office man for, until recently. Now employed with Reliable Printing & Translation Co., Toledo, Ohio., as office manager and in charge of sales, policy, bookkeeping, etc., etc.

Mr. C. J. Pinto, a member of Bardell College, Library, Mo., and Mo. School of Law, Saint, Mo. Contact for Employment Area & Interests as their holdings of property in Arizona, and [illegible] Co. of Nevada holdings also in Ariz. one year ago, then affiliated with our group for the past 20 yrs. or more, in the meantime doing considerable speculating in [illegible] work or other enterprises in his own area.

19. The applicant, Charles J. Attermeyer, has a power of attorney to enter into any negotiations for account of the other partners, in any matters he deems advisable. In covering those negotiations and results for this partner his own financial statement, as follows:

1st.Federal Sem & Savings Assn. (on deposit)	1850.00
Toledo Trust Co., (savings acct. aggregating)	850.00 plus/
Bond, City of Sanford, Fla.	1000.00
U.S. Savings Bonds, Face value 10000 - approx. current value	8200.00
Seen to son, J. J. Attermeyer	000.00
" " son-in-law S.H. Price	000.00
" " " G.A. Dotts,	1000.00
Pensions from U.S. Govt. and Ohio State, for past services which with present salary not so secure over 1300 yr. i.e.	
Total	8100.00 plus.

Have no indebtedness or unpaid bills. Carry some life insurance, some of which to straight life [illegible] paid up.

Those three items can be repaid on short notice if, and when called for.

Form BF-103. Continuation Sheet.

#8. Properties have not been operated for some years past, due to inability to obtain capital desired. We desire this loan with purpose in mind of having diamond drilling tests made to determine present status and best prospects to a sin engage in mining same. For fuller explanation, see #16 - HISTORY.

#9. Here again must refer to #16 - HISTORY.

#10. Our holdings consist of 48 claims of approximately 20 acres each. The Diamond Point Drilling is desired to try out some 4 or 5 of these claims, but at this time are unable to specify the particular ones, as our Mining Engineer (Mr.Fristoe) would prefer to first go over the areas and select the particular claims for testing, when and if our application is approved.

#11. Former name of properties was "THE GLOBE ASBESTOS COMPANY", which through machinations of it's president, who absconded with all the moneys in bank and some other assets, was foreclosed and sold to present holders at Sheriff's Sale by the then County Sheriff of Gila County, Ariz. Present holders formed a partnership to purchase in an effort to protect some of their investment, covered by shares of stock in the old company.

#12. Nearest point of property lies about 2½ miles north of U.S.Highway #60, is reached over part of roadway maintained by Johns-Manville Co., leading to Chrysotile, which lies about 3 miles off the highway and down in a sort of canon. We use this road about 1 mile then turn off to left, continue in north-northwestern direction about 1½ to 2 miles as crow flies to enter on our holdings. These in turn extend northwesterly nearly 2 miles, spreading out east and westward from point of entrance.(See map attached.)

#13. Several springs, producing good water for all purposes the year round are on the properties. They have met all needs of the past and continue flowing.

#14. There is a small stone bunk house, constructed about time of World War I. This was occupied for many years by a Mexican employe and his family, who lived there and was permitted to supplement the payments we made with sale of any asbestos he might produce as his pay and for policing and development work done. I believe his wife passed away about 6 yrs.ago, after which he continued to live there, but since I have not been there personally for a number of years past, do not have personal knowledge of present conditions. This employee, I believe, maintained a few cows and some chickens to help meet his needs, and had a shed for the animals and a fenced in enclosure. There are also some tracks or rails, which were used in the mines to bring out the rock and minerals. Such things as wheelbarrows, picks, shovels, axes, etc., which we had have since disappeared or disintegrated.

#15. Until the roadway is improved, it may be necessary to bring out the ores to US #60 by burro or mule for loading onto trucks and hauled to Globe. The cobbing can be done near the mouths of mines, and milling, grading, sacking, etc. can be done in Globe at which point sales of products can be made to buyers, or can be shipped by truck or railroad to other markets.

#16. As stated, original location and development, together with surveys was done by the Globe Asbestos Co., an Arizona corporation. When things got moving in a satisfactory manner, the president managed to withdraw all money from the bank together with other assets and absconded. He was never found and brought to trial. Books showed approximately $68,000.00 was taken, leaving unpaid the miners, cobbers, an office employe and others with a few unpaid bills.

It was now necessary to negotiate further loans from the Old Dominion Co. (a bank in Globe) to pay the workers and some unpaid bills. Additional capital could not be secured at that time and the bank forec closed, and properties were later sold at Sheriff's Sale and bought in by some of interested parties. Arrangement was then made to continue development work and a Mexican employe was hired to continue with such and to police the properties. He was paid a nominal amount for his service and given privilege to mine and sell such asbestos as he might take out to supplement his income. At the same time considerable money was spent in endeavor to enlist capital to engage in an aggressive and modern manner to develop and mine this mineral, but without any marked degree of success. Up to this time the work had been done mainly by hand, which was found to be expensive and wasteful through damaging the long fibers. Yet in spite of the cruder methods then used, there was a fair degree of profit. The Johns-Manville Co. have large holdings adjoining those properties. They have been mining asbestos there for many years. Do not know what they are doing at this time, but the bulk of their business requirements I believe can be met with less expensive, or less valuable asbestos from Canada and other foreign countries.
We have expended well over $25,000.00 in development and promotional efforts during the past years, since the purchase of these claims through sheriff sale.

#17. Not in production at this time and unable to give estimates as requested.

#18. Properties were operated several years, producing high grades of chrysotile asbestos, which commanded premium prices of 15% to 20% above market prices of somewhat similar types from other areas. These minerals found in Arizona have very high rating by geologists and mining engineers. In a survey, made after these were taken over from sheriff's sale, by several mining engineers reported a conservative estimate that there could be approximately 9500 or more tons of both #1 and #2 grade ores, with a larger tonnage of the lower grades of spinning fiber, shingle fiber, asbestic sand and other grades, and that from the recoverable materials the aggregate values should be in excess of over half-a-million dollars. We are sure the departments at Washington must have full data on file and that such data will fully verify our claims.

#19. Have tried to give you all data in detail in foregoing.

#20. Primarily for asbestos; although other valuable minerals may later also be found to be of value.

#21. Work of drilling as requested could be started within 90 days, if our application is approved, and we believe could be completed within 16 or 18 months. After that the regular mining operations would be started, aggressively prosecuted, and the Government re-imbursed as promptly as possible out of the earnings.

#22. Publications of Bureau of Mines; Department of Commerce; the University of Arizona; items variously published in Engineering & Mining Review and other publications all confirm the fact that this immediate area has been and still is producing good quantities and qualities of asbestos. The fact that these properties in the past (as stated above) as well as in recent years when a caretaker living on the ground was steadily engaged in mining and selling asbestos taken from these mines, together with the faith of our group and the money spent and invested in trying to further develope and proceed with mining operations, encourages us now to request assistance of our Government to carry on this work, and which we have every reason to believe will continue

For many years after we secure this capital loan to get a "head-start" to prosecute the work.

23 a. First efforts will be to engage a crew of diamond point drillers to make tests at various places to ascertain where the best and greatest quantities of this mineral can be found and developing for speediest returns on the capital now requested. Next, we propose hiring a limited number of miners, purchase equipment, explosives, etc. to start working operations,- the number of such employees to be steadily increased as the work permits. Further processing such as cobbing, sorting, grading, milling, sacking and transportation, etc., including the employing of common labor, camp cook, etc., may call for starting with about 10 or 12 persons. After some 2 or 3 months, it will undoubtedly be necessary to add more employees. Definite figures cannot conscientiously be given at present, since that will depend on other factors not apparent at this time.
Matter of wages paid will undoubtedly be governed by labor union demands, or current wages paid for like work in the area.

b. Our own Mining Engineer will supervise the work and act as General Superintendent. His salary will be agreed upon and will be reasonable, since he is one of the partners, whose primary interest is to see the project succeed. He is a well qualified man, a graduate M.E. from Missouri schools and colleges, was in charge of these properties for the present partnership, and prior thereto was Supervising Engineer for E.Schaaf Regelman's properties on the Salt River and about 10 miles north of our properties, for some years.
Only other person drawing any pay in the earlier stages of this work will be myself, as acting Secretary and Treasurer for our group. The duties such as keeping books and records, making reports required by state and federal agencies, issuing the pay checks, handling correspondence, deducting, reporting and paying the withholding taxes, Social Security, etc., etc., will not be too heavy, and since I would perform them from my home here, and it would be part-time work (as I am otherwise regularly employed) could be done for about $25 or $30 per month.
None of our group wish to draw anything but very reasonable fees for work done, until all obligations have been met, modern equipment installed and other improvements made and paid for, and then to continue to engage in an economical and business-like method of building up this new enterprise. We have absolute faith there will be good returns for all of us who have borne the brunt of the work to this time, after these other conditions have been met, and we may then be re-imbursed for past expenses and work done.

c. For reasons previously set forth, this cannot be answered now.

d. Same as stated in "c".

e. Same as above. We must first learn where the best mineral is now to be found, and hope then to be able to make full appraisal of our needs and approximate costs.

f. Same as explained in "c" and "e".

g. Same as above. Do not believe there is much left on the premises to have value now for any rental, until it is supplemented with other equipment.

h. I found worthy of further development, after the test drillings now proposed are made, there will be immediate need for many small items as drills, shovels, picks, wheelbarrows, axes, lamps, explosives, etc. Such items have varying prices, but none of them individually should exceed

$8 to $10 or $10.00 each. These expenses, however, will not be immediately called for

i. Electric power is not at present available. Can probably be secured or contracted for at later date, when and if needed. Cost cannot be given, as no estimated have every been sought.

#24. Our immediate needs are for purpose of having test drills made as stated above. Just how long a time this may require cannot be conjectured now. We believe not more than 8 or 10 months need be considered. If the tests prove satisfactory, we will be ready to push other work promptly as outlined. You may rest assured we shall prosecute the matter diligently and speedily as possible.

DEEDS TO MINES.

(COUNTY RECORDER'S OFFICE, GLOBE, ARIZ.)
(Volume 14, Pages 432 and 433.)

#64530. $7.00 in Revenue Stamps
Cancelled - O.D.Comm'l.
5/22/23.

Sheriff's Deed.

THIS DEED made the 21st.of May 1923 by Alf.Edwards, Sheriff, County of Gila, State of Arizona, Grantor, and the Old Dominion Commercial Company, a corporation, grantee,

WITNESSETH:

WHEREAS, in and by judgment and decree, made and entered on the 16th.day of October, A.D.1922, in and by the Superior Court of Gila County, State of Arizona in a suit then pending in said court, wherein the Old Dominion Commercial Company, a corporation, was plaintiff, and Globe Asbestos Company, a corporation, was defendent, it was among other things, ordered, adjudged and decreed that the premises on which plaintiff had an attachment lien described in the decree and judgment in said action, be sold at public auction by the Sheriff of said county in the manner directed by law, a copy of which judgment with an order for sale, was duly issued and delivered to the said Sheriff requiring him to make sale of said premises astherein directed, and

WHEREAS, in obedience to said judgment, decree of said and said special execution, and after due public notice given as required by law, the said Sheriff did on the 14th.day of November A.D.1922, at 11 o'clock A.M. duly sell at public auction at the Court House in the said County of Gila, the said premises in said County of Gila, the premises in said decree and hereafter described, and

WHEREAS, at such sale the said premises were fairly sold to the Old Dominion Commercial Company, a corporation, the grantee herein, for the sum of $6937.98, it being the highest bidder, and that sum, the highest bidder therefore, which sum was duly paid by said purchaser to said Sheriff, and said Sheriff thereupon delivered his Certificate of Sale to said purchaser and filed a duplicate thereof in the office of the County Recorder of the said County of Gila, as required by law, and

WHEREAS, six months have elapsed since the date of said sale and no redemption has been made of the property sold by any person or persons,

NOW THEREFORE, in consideration of the premises, and of said sum so paid as aforesaid, and in compliance with the statute, said grantor as Sheriff aforesaid does hereby grant, bargain, sell and convey to said grantee, it's successors and assigns forever, all those certain unpatented lode mining claims situate and being in the McMillan Mining District, Gila County, State of Arizona, the names of which, together with the location notices are of record in the office of the County Recorder of said Gila County, at book and page number of RECORD OF MINES, as follows, to wit:

NAME	Book.	Page.	Name.	Book.	Page.
Walnut Springs	34	173	Globe No.24	34	382
Cottonwood Springs	34	174	Globe No.25	34	383
Spring	34	175	Globe No.26	34	384
The Belle	34	539	Globe No.27	34	385
Globe	34	176	Globe No.28	34	386
Globe No.1	34	177	Globe No.29	34	387
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Globe No.18	34	377	Globe No.38	34	529
Globe No.20	34	351	Globe No.45	34	536

together with all dips, spurs and angles, and also all metals, ores, gold and silver bearing quartz, rock and earth therein, and all the rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed, and also all and singular the tenements, hereditaments and appurtances thereto belonging or otherwise appertaining and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well as in law as in equity of the said party of the first part, of, and in and to said premises and every part and parcel thereto with the appurtenances;

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said parties of the second part, their heirs and assigns,forever.

IN WITNESS WHEREOF, the said grantor, the Sheriff aforesaid, has hereunto set his hand the day and year above written.

J. ALF EDWARDS.
SHERIFF.

State of Arizona)
County of Gila) ss

This instrument was acknowledged before me this 21st. day of May, A.D.1923 by J.Alf Edwards, as Sheriff of the County of Gila, State of Arizona.

H. M. Foster,
Notary Public.

(Seal)
(H.M.Foster)
(Notary Public)
(Gila County)
(Arizona.)

- -

Filed and recorded at the request of the Old Dominion Commercial Company on the 22nd. day of May, 1923 at 30 minutes past 10 o'clock A.M.

E. T. Stewart, County Recorder
M.L.Harrison, Deputy Recorder

- -

Above copy of the Sheriff's Deed was taken from the County Recorder's Office at the Court House in Globe, Arizona, by

Charles A. Wittendorf, a partner in present partnership of a group interested.

92193.

D E E D S T O M I N E S .

Book #17 - Page #51.
COUNTY RECORDER'S OFFICE, GLOBE ARIZ.

- -

MINING DEED.

THIS INDENTURE made this 15th.day of August, A.D.1928, between The Old Dominion Bank, formerly the Old Dominion Commercial company, a corporation doing business in Gila County, State of Arizona, the party of the first part, and H.G.Fischer of Liberty, Missouri and William M.Fitch of St.Louis, Mo., parties of the second part,-

WITNESSETH

That the party of the first part, for and inconsideration of the sum of Ten Dollars ($10.00) lawful money of the United States, to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, remises, released and forever quit claimed unto the parties of the second part and to their heirs and assigns, all the rights, title and interest of the party of the first part in and to certain unpatented mining claims, situate and being in the McMillen Mining District in Gila County State of Arizona, described in book and at page number of the Records of Mines, as follows: to wit:

NAME.	Book.	Page.	NAME.	Book.	Page.
Walnut Springs	34	173	Globe No.24.	34	382
Cottonwood Springs	34	174	Globe No.25.	34	383
Spring	34	175	Globe No.26.	34	384
The Belle,	34	539	Globe No.27.	34	385
Globe,	34	176	Globe No.28.	34	386
Globe No.1.	34	177	Globe No.29.	34	387
Globe No.2.	34	178	Globe No.30.	34	388
Globe No. 3.	34	179	Globe No.31.	34	389
Globe No.4.	34	180	Globe No.32.	34	390
Globe No.5.	34	181	Locke No.7 (formerly Globe #39.)	35	56
Globe No.6.	34	182	Globe No.43.	34	534
Globe No.7.	34	183	Globe No.44.	34	535
Globe No.8.	34	184	Globe No.46.	34	537
Globe No.9.	34	185	Globe No.47.	34	538
Globe No.10.	34	186	Locke No.1 (former Globe 31)	35	50
Globe No.11.	34	187	Locke No.2.(" " 21)	35	57
Globe No.12.	34	188	Locke No.3.(" " 36)	35	52
Globe No.13.	34	189	Locke No.4.(" " 22)	35	53
Globe No.14.	34	190	Locke No.5.(" " 37)	35	54
Globe No.15.	34	191	Locke No.6.(" " 23)	35	55
Globe No.16.	34	192	Globe No.33.	34	352
Globe No.17.	34	376	Globe No.34.	34	353
Globe No. 18.	34	377	Globe No.38,	34	529
Globe No.20.	34	351	Globe No.45.	34	536

Together with all the dips, spurs and angles, and also all metals, ores, gold and silver bearing quartz rock and earth therein, and all rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed and also all and singular the tenements, hereditaments and appurtenances thereto belonging or otherwise appertaining and the rents, issues and profits thereof; and also all the estate right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity of the said party of the first part in and to the said premises and every part and parcel thereto with appurtenances,

TO HAVE AND TO HOLD all and singular the said premises together with the appurtenances and privileges thereunto incident unto the said parties of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF the party of the first part has caused it's corporate name to be hereunto subscribed and it's corporate seal to be hereunto affixed by and it's duly authorized officers, this 15th.day of August, A.D.1928.

(Seal of)
(OLD DOMINION BANK)
(Incorporated 1896)

OLD DOMINION BANK
by Geo. F. Wilson,
President.

ATTEST, C.B.Y.Hind,
Secretary.

STATE OF ARIZONA)
COUNTY OF GILA) ss

Before me, Frederic A Shaffer, a Notary Public, in and for County of Gila, State of Arizona, personally appeared Geo.F.Wilson, known by me as President of the Old Dominion Bank, a corporation, and C.B.Y.Hind, known to me to be Secretary of the said Old Dominion bank, a corporation, and as such President and Secretary, acknowledged to me that they executed the foregoing instrument for and on behalf of the said Old Dominion Bank, a corporation, for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 15th. day of August, A.D.1928.

FREDERIC A SHAFFER,
Notary Public.

My commission expires Mar.6, 1930.

(Seal of)
(Frederic A. Shaffer)
(Notary Public)
(Gila County, Arizona.)

- - - - - - - - - - - - - - -

Filed and recorded at the request of Frederic A.Shaffer on the 16th. day of August, A.D. 1928, at 45 minutes past 1 o'clock P.M.

E.T.Stewart, County Recorder,
by M.L.Harrison, Deputy Recorder.

- - - - - - - - - - - - - - - - - - - -

The foregoing is a full copy of the deed as recorded.

D E E D S T O M I N E S.

Book #17 - Page #51.
County Recorder's Office - Globe, Ariz.

- - - - - - - - - - - - - -

92193.

MINING DEED.

THIS INDENTURE MADE THIS 15TH. DAY OF AUGUST, A.D. 1928, BETWEEN THE OLD DOMINION BANK, FORMERLY THE OLD DOMINION COMMERCIAL COMPANY, A CORPORATION DOING BUSINESS IN GILA COUNTY, STATE OF ARIZONA, THE PARTY OF THE FIRST PART AND H.G.FISCHER OF LIBERTY, MO., AND WILLIAM T.FITCH OF ST.LOUIS, MO., PARTIES OF THE SECOND PART,-

WITNESSETH

THAT THE PARTY OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00) LAWFUL MONEY OF THE UNITED STATES, TO IT IN HAND PAID BY THE SAID PARTY OF THE SECOND PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HAS GRANTED, BARGAINED, SOLD, REMISED, RELEASED AND FOREVER QUIT CLAIMED UNTO THE SAID PARTIES OF THE SECOND PART AND TO THEIR HEIRS AND ASSIGNS, ALL THE RIGHTS, TITLE AND INTEREST OF THE PARTY OF THE FIRST PART IN AND TO CERTAIN UNPATENTED MINING CLAIMS, SITUATE AND BEING IN THE McMILLAN MINING DISTRICT IN GILA COUNTY, STATE OF ARIZONA, DESCRIBED IN BOOK AND AT PAGE NUMBER OF THE RECORDS OF MINES, AS FOLLOWS: TO WIT:

NAME.	BOOK.	PAGE.	NAME.	BOOK.	PAGE.
WALNUT SPRINGS	34	173	GLOBE NO.24,	34	382
COTTONWOOD SPRINGS	34	174	GLOBE NO.25,	34	383
SPRING,	34	175	GLOBE NO.26,	34	384
THE BELLE,	34	539	GLOBE NO.27,	34	385
GLOBE,	34	176	GLOBE NO.28,	34	386
GLOBE NO.1,	34	177	GLOBE NO.29,	34	387
GLOBE NO. 2,	34	178	GLOBE NO.30,	34	388
GLOBE NO. 3,	34	179	GLOBE NO.31,	34	389
GLOBE NO. 4,	34	180	GLOBE NO.32,	34	390
GLOBE NO. 5,	34	181	LOCKE NO. 7, (FORMERLY GLOBE NO.33)	35	56
GLOBE NO. 6,	34	182	GLOBE NO. 43,	34	534
GLOBE NO. 7,	34	183	GLOBE NO.44,	34	535
GLOBE NO. 8,	34	184	GLOBE NO.46,	34	537
GLOBE NO. 9,	34	185	GLOBE NO.47,	34	538
GLOBE NO.10,	34	186	LOCKE NO. 1, (FORMERLY GLOBE NO.31)	35	50
GLOBE NO.11,	34	187	LOCKE NO. 2, (FORMERLY GLOBE #21)	35	57
GLOBE NO.12,	34	188	LOCKE NO. 3, (FORMERLY GLOBE #36)	35	52
GLOBE NO.13,	34	189	LOCKE NO. 4, (FORMERLY GLOBE #22)	35	53
GLOBE NO.14,	34	190	LOCKE NO. 5, (FORMERLY GLOBE #37)	35	54
GLOBE NO.15,	34	191	LOCKE NO. 6, (FORMERLY GLOBE #23)	35	55
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GLOBE NO.18,	34	377	GLOBE NO.38,	34	529
GLOBE NO.20,	34	351	GLOBE NO.45,	34	536

TOGETHER WITH ALL THE DIPS, SPURS AND ANGLES, AND ALSO ALL THE METALS, ORES, GOLD AND SILVER BEARING QUARTZ ROCK AND EARTH THEREIN, AND ALL THE RIGHTS, PRIVILEGES AND FRANCHISES THERETO INCIDENT, APPENDANT AND APPURTENANT, OR THEREWITH USUALLY HAD AND ENJOYED AND ALSO ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING OR OTHERWISE APPERTAINING AND THE RENTS, ISSUES AND PROFITS THEREOF; AND ALSO ALL THE ESTATE RIGHT, TITLE, INTEREST, PROPERTY, POSSESSION, CLAIM AND DEMAND WHATSOEVER AS WELL IN LAW AS IN EQUITY OF THE SAID PARTY OF THE FIRST PART IN AND TO THE SAID PREMISES AND EVERY PART AND PARCEL THERETO WITH APPURTENANCES,

TO HAVE AND TO HOLD ALL AND SINGULAR THE SAID PREMISES TOGETHER WITH THE APPURTENANCES AND PRIVILEGES THEREUNTO INCIDENT UNTO THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS AND ASSIGNS FOREVER.

IN WITNESS WHEREOF THE PARTY OF THE FIRST PART HAS CAUSED IT'S CORPORATE NAME TO BE HEREUNTO SUBSCRIBED AND IT'S CORPORATE SEAL TO BE HEREUNTO AFFIXED BY IT'S DULY AUTHORIZED OFFICERS, THIS 15TH.DAY OF AUGUST, A.D. 1928.

(SEAL OF OLD DOMINION BANK INCORPORATED 1896)

OLD DOMINION BANK,
BY GEO.F.WILSON,
PRESIDENT.

ATTEST, C.D.Y.HIND,
SECRETARY.

STATE OF ARIZONA }
COUNTY OF GILA, } SS

BEFORE ME, FREDERIC A.SHAFFER, A NOTARY PUBLIC, IN AND FOR COUNTY OF GILA, STATE OF ARIZONA, PERSONALLY APPEARED GEO.F.WILSON, KNOWN BY ME AS PRESIDENT OF THE OLD DOMINION BANK, A CORPORATION, AND C.D.Y.HIND, KNOWN TO ME TO BE SECRETARY OF THE SAID OLD DOMINION BANK, A CORPORATION, AND AS SUCH PRESIDENT AND SECRETARY, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT FOR AND ON BEHALF OF THE SAID OLD DOMINION BANK, A CORPORATION, FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 15TH.DAY OF AUGUST, A.D. 1928.

FREDERIC A.SHAFFER,
NOTARY PUBLIC.

MY COMMISSION EXPIRES MAR 6, 1930.

(SEAL OF FREDERIC A.SHAFFER, NOTARY PUBLIC, GILA COUNTY, ARIZONA)

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FILED AND RECORDED AT THE REQUEST OF FREDERIC A.SHAFFER ON THE 16TH.DAY OF AUGUST A.D.1928, AT 45 MINUTES PAST 1 O'CLOCK P.M.

L.V.STEWART, COUNTY RECORDER,
BY J.L.HARRISON, DEPUTY RECORDER.

- - - - - - - - - - - - - - - - - -

FULL COPY OF ABOVE DEED AS RECORDED.

[redacted]

#3915 LOCKWOOD [redacted]ENUE,
TOLEDO 12, OHIO,
JULY 20, 1951

Mr. Barr
Room 3538

JUL 23 1951

DMA.

~~BUREAU OF MINES~~,
WASHINGTON, D.C.

GENTLEMEN:

MY ATTENTION WAS CALLED, THIS AFTERNOON, TO AN ARTICLE IN MECHANIX ILLUSTRATED MAGAZINE OF JULY 1951, PAGE 51 ET.SEQ., RE- GOVERNMENT LOANS NOW BEING AVAILABLE FOR DEVELOPMENT AND MINING OF STRATEGIC MINERALS BADLY NEEDED.

TOGETHER WITH SEVERAL OTHER PARTNERS, HAVE BEEN INTERESTED IN SOME PROPERTIES CONTAINING ASBESTOS IN THE MCMILLAN MINING DISTRICT IN GILA COUNTY, ARIZONA, AS SET FORTH IN THE ENCLOSED COPY OF DEEDS, BUT WHILE SOME CONSIDERABLE DEVELOPMENT WORK WAS DONE IN YEARS BACK, THE LACK OF ADEQUATE CAPITAL TO PROPERLY FINANCE AND GET THE EQUIPMENT NECESSARY TO PROCEED PROPERLY WITH MINING IN PREVENTED OUR CARRYING ON THIS WORK ADEQUATELY.

WE BELIEVE YOUR DEPARTMENT HAS INFORMATION AS TO THE VALUE, QUANTITY, QUALITY AND OTHER PERTINENT INFORMATION AS TO POTENTIAL POSSIBILITIES AND AN APPRAISAL OF THE NEEDS TO ADEQUATELY GO AHEAD WITH THESE CLAIMS AND I WOULD APPRECIATE HAVING YOU GIVE ME AN HONEST OPINION AND WHETHER THE GOVERNMENT WOULD BE WILLING TO "STAKE" US FURTHER IN BRINGING THESE PROPERTIES UP TO DATE AND ENABLING THE WORK OF MINING THE ASBESTOS IN THESE CLAIMS.

THE PROPERTIES ARE CONTIGUOUS TO SOME HELD BY THE JOHNS-MANVILLE CO., AT THE SETTLEMENT KNOWN AS CHRYSOTILE, ARIZ. I DO NOT KNOW WHAT THAT FIRM HAS BEEN DOING OF LATE YEARS, BUT BELIEVE THEY OBTAINED MUCH VALUABLE ASBESTOS IN YEARS GONE BY, BUT WERE MORE INTERESTED IN SOME HOLDINGS IN CANADA AND FOR A TIME CLOSED DOWN THE ARIZONA PROPERTIES THEY HELD.

YOUR ADVICES WILL BE APPRECIATED.

SINCERELY,

Charles W. Mittendorf.

P.S. WOULD BE GLAD TO HAVE YOU RETURN THE ENCLOSURE, IF AND WHEN IT HAS SERVED YOUR PURPOSE. THANK YOU.

MF-200
(April 1951)

Docket No. DMA _____

Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this 15th. day of October, 1951, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] A Partnership of certain individuals, represented by Charles H. Mittendorf of Toledo, Ohio (one of the partners) who holds Power of Attorney from the others to enter and complete any negotiations leading to the development and operating of the mining claims and properties in question.
hereinafter called the "Operator," as follows:

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

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of ARIZONA, County of GILA described as follows: [3] 48 mining claims in the McMillan Mining District of the said county, formerly known as Globe Asbestos Corporation, blue prints and descriptions are set forth in other exhibits, accompanying the application on Form MF-103.
with respect to which the Operator represents and undertakes: [4]

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

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

3. *Exploration project.* The Operator, within ninety (90) days from the date of this contract shall commence work on a project of exploration for [5] Chrysotile Asbestos; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] eighteen months from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

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

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

6. *Operating equipment.* Attached hereto, marked "Exhibit 'C'," is a detailed list of operating equipment divided into categories of items to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or rental value, as the case may be, annexed to each. As to equipment purchased for the project, the Government will contribute its agreed pro-rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro-rata share.

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

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

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

9. *Rehabilitation and repairs.* Attached hereto, marked "Exhibit 'E'," is a detailed schedule of existing facilities, buildings, installations, and fixtures, with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition, which cost shall be allowed as a cost of the project.

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

11. *Participation by the Government.* At the end of the first full calendar month after the Operator has commenced work under the project, and at the end of each succeeding calendar month, the Operator shall submit to the Government a voucher for payment with a detailed statement of work done and allowable costs (as defined in Article 10 of this agreement) incurred, in a form and with supporting data acceptable to the Government. After approving the voucher, the Government shall pay to the Operator ..... percent of the sum of such costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $....., which is ..... percent of the agreed estimated total cost of this project, $.....

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

13. *Progress reports.* The Operator shall provide the Government with monthly reports of progress in form and content satisfactory to the Government, and upon the completion of the project or termination of the contract shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

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

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

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

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

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

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

Executed in triplicate the day and year first above written.

For the Partnership
(Operator)

By Charles W. Mittendorf, Partner
with Power of Attorney to negotiate and represent the other.

THE UNITED STATES OF AMERICA

By .....

U. S. GOVERNMENT PRINTING OFFICE 16—64066-1

ANSWER TO THE VARIOUS ITEMS AND QUESTIONS OF FORM MF-200.

#4. Performance of work will be under Supervision of C.C.Fristoe, E.M., one of the partners for projected development. Government representatives will always be welcome to inspect and make suggestions to him. He was on the properties for several years, living at Globe, Ariz. and supervising development at the time.

#5. Regret we cannot give idea of these requirements now. We expect to have contractor make the drill tests. Such contractors usually have their own equipment while on the job.

#6. Answer here is same as under #5, next above.

#7. We subscribe wholly to same.

#8. Will submit such information later, if our application is approved and test drills show where it is adviseable to start mining operations.

#9. One building there, used by caretaker for many years may require some repair. Dont know present condition, but we estimate repairs not in excess of $500.00

#10. Will comply fully with this.

#11. This is fully understood and will be complied with.

#12. Will be done.

#13. Reports will be submitted regularly as required.

#14. Will comply with this requirement and repay the Government loan as rapidly as possible.

#15. We do not propose to assign the contract to anyone, believing the properties will be worth as much to us as to any others.

#16. This is understood and fully agreed to.

MF-2a
(April 1951)

Docket No. DMA _____

Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT[1]

It is agreed this 15th day of October, 1951, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and[2] A Partnership of certain individuals, represented by Charles . Littenberf of Toledo, Ohio (one of the partners) who holds Power of Attorney from the others to enter and complete any negotiations leading to the development and operating of the mining claims and properties in question. hereinafter called the "Operator," as follows:

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

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of ARIZONA, County of GILA described as follows:[3] 48 mining claims in the Allen Mining District of the said county, formerly known as Globe Asbestos Corporation, blue prints and descriptions are set forth in other exhibits, accompanying the application on Form DF-103. with respect to which the Operator represents and undertakes:

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

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

3. *Exploration project.* The Operator, within ninety (90) days from the date of this contract shall commence work on a project of exploration for[5] Chrysotile Asbestos; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of[6] eighteen months from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

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

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

6. *Operating equipment.* Attached hereto, marked "Exhibit 'C'," is a detailed list of operating equipment divided into categories of items to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or rental value, as the case may be, annexed to each. As to equipment purchased for the project, the Government will contribute its agreed pro-rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro-rata share.

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

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

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

9. *Rehabilitation and repairs.* Attached hereto, marked "Exhibit 'E'," is a detailed schedule of existing facilities, buildings, installations, and fixtures, with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition, which cost shall be allowed as a cost of the project.

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

11. *Participation by the Government.* At the end of the first full calendar month after the Operator has commenced work under the project, and at the end of each succeeding calendar month, the Operator shall submit to the Government a voucher for payment with a detailed statement of work done and allowable costs (as defined in Article 10 of this agreement) incurred, in a form and with supporting data acceptable to the Government. After approving the voucher, the Government shall pay to the Operator ..... percent of the sum of such costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $....., which is ..... percent of the agreed estimated total cost of this project, $.....

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

13. *Progress reports.* The Operator shall provide the Government with monthly reports of progress in form and content satisfactory to the Government, and upon the completion of the project or termination of the contract shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

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

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

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

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

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

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Executed in triplicate the day and year first above written.

For the Partnership
(Operator)

By Frederick W. Mittendorf, Partner
with Power of Attorney to negotiate and represent the Partnership

THE UNITED STATES OF AMERICA

By .....

U. S. GOVERNMENT PRINTING OFFICE 16—64066-1

[illegible] VARIOUS ITEMS AND QUESTIONS ON [illegible] LF-200.

¶4. Performance of work will be under Supervision of C.C.Prietoe, [illegible], one of the partners for projected development. Government representatives will always be welcome to inspect and make suggestions to him. He was on the properties for several years, living at Globe, Ariz. and supervising development at the time.

¶5. Regret we cannot give idea of these requirements now. We expect to have contractor make the drill tests. Such contractors usually have their own equipment while on the job.

¶6. Answer here is same as under ¶5, next above.

¶7. We subscribe wholly to same.

¶8. Will submit such information later, if our application is approved and test drills show where it is advisable to start mining operations.

¶9. One building there, used by caretaker for many years may require some repair. Dont know present condition, but we estimate repairs not in excess of $500.00

¶10. Will comply fully with this.

¶11. This is fully understood and will be complied with.

¶12. Will be done.

¶13. Reports will be submitted regularly as required.

¶14. Will comply with this requirement and repay the Government loan as rapidly as possible.

¶15. We do not propose to assign the contract to anyone, believing the properties will be worth as much to us as to any others.

¶16. This is understood and fully agreed to.

ANSWER TO THE VARIOUS ITEMS AND QUESTIONS OF FORM MF-200.

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Executed in triplicate the day and year first above written.

For the Partnership,
(Operator)

By Fischer W. Mittendorf, Partner
with power of attorney to negotiate and represent the others

THE UNITED STATES OF AMERICA

By _____

U. S. GOVERNMENT PRINTING OFFICE 16—64066-1

MF-200
(April 1951)

Docket No. DMA _____
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT[1]

It is agreed this 15th. day of October, 1951, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and[2] A Partnership of certain individuals, represented by Charles W. Mittendorf of Toledo, Ohio (one of the partners) who holds Power of Attorney from the others to enter and complete any negotiations leading to the development and operating of the mining claims and properties in question.
hereinafter called the "Operator," as follows:

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

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of ARIZONA, County of GILA described as follows:[3] 48 mining claims in the McMillan Mining District of the said county, formerly known as Globe Asbestos Corporation, blue prints and descriptions are set forth in other exhibits, accompanying the application on Form MF-103.
with respect to which the Operator represents and undertakes:[4]

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

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

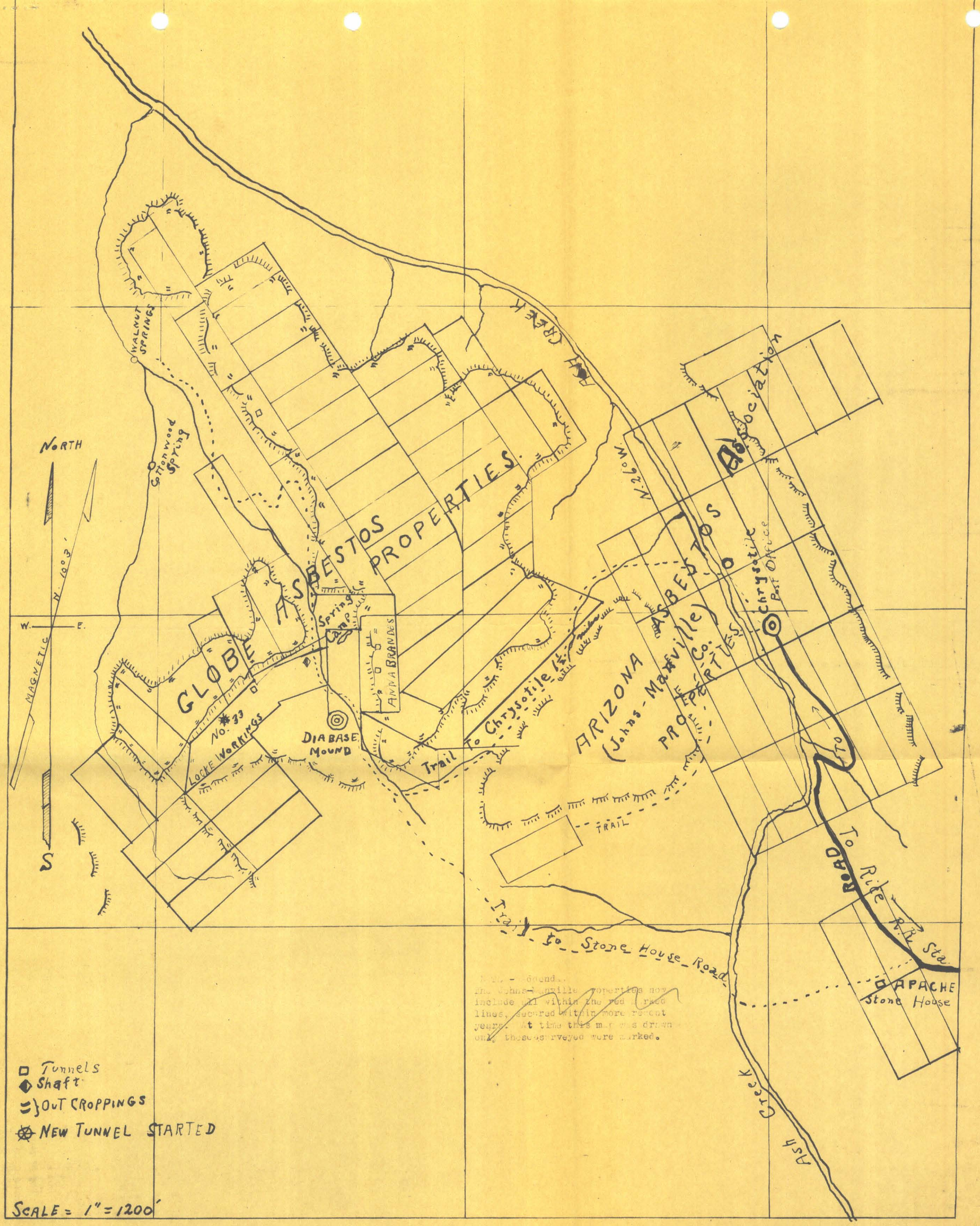
3. *Exploration project.* The Operator, within ninety (90) days from the date of this contract shall commence work on a project of exploration for[5] Chrysotile Asbestos; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of[6] eighteen months from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

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

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

6. *Operating equipment.* Attached hereto, marked "Exhibit 'C'," is a detailed list of operating equipment divided into categories of items to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or rental value, as the case may be, annexed to each. As to equipment purchased for the project, the Government will contribute its agreed pro-rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro-rata share.

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



N.B. - Found.
The Johns-Manville properties now include all within the red marked lines, secured within more recent years. At time this map was drawn only those surveyed were marked.