OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files of the Washington office pertaining to Contract Idm-E331, Docket DMEA-2495 (zinc-copper), dated June 2, 1952, with

Copper Hill Mine Venture
R. E. Fitzgerald, Trustee
c/o Dr. C. O. Hartwell
209 Post Street
San Francisco, California

for the purpose of determining the amount of royalty payable to the U. S. Government on sales of minerals from property referred to as the Jackass Shaft Exploration Project at the Copper Hill Mine located in Amador County, California, during the period January 1, 1959, through September 19, 1960.

A certification of discovery or development was issued on April 30, 1953, and, in accordance with Article 9 of the contract, royalty is payable on all minerals produced from the land described in Article 2, except that excluded by Amendment No. 6, of the contract for a period of 10 years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first. An Audit Certificate dated March 30, 1953, indicated accepted costs under the exploration contract amounting to $18,586.80 with the Government's contribution on a 50 percent basis being $9,293.40.

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

This review established no sales subject to the Government's royalty subsequent to the period covered by a prior Report of Royalty Review which also found no sales subject to the Government's royalty through December 28, 1958. The royalty account as of December 28, 1958, was:

Total Royalty Payable	$ -0-
Total Royalty Paid	-0-
Balance of Royalty Due	$ -0-

As of September 19, 1960, the royalty account of this project was found to be:

Total Royalty Payable	$ -0-
Total Royalty Paid	-0-
Balance of Royalty Due	$ -0-

March 6, 1962

E. D. Talbert, OME Auditor

STATUS OF PROJECT, SCOPE OF REVIEW
AND REASONS THEREFOR

The Operator, a partnership composed of 29 persons, was in possession of the property under the contract at the time of its execution by virtue of a lease granted to R. E. Fitzgerald, Trustee, by Stanley L. VanVleck and Gordon K. VanVleck of Michigan Bar, California. In consideration of the exploration project contract, the landowners executed an Owner's Consent to Lien on April 10, 1952, which grants the Government a lien on the mineral deposit "upon the terms and conditions set forth in said Contract". This contract contains the so-called "abandonment" provision.

The land under the contract consists of lots 37 and 38 in Sec. 3, T. 7 N., R. 9 E., and Sec. 34, T. 8 N., R. 9 E. Amendment No. 6, however, excluded from the land certain Main Copper Hill Shaft ore bodies which were developed and blocked out prior to the date of the contract.

No ore was produced from the subordinated area during the exploration work which was discontinued on February 7, 1953. The property was inactive thereafter until July 1954, when the Operator sub-leased to the Volo Mining Co. and The Amador Copper Hill Corporation. The president of the Volo Mining Co., F. V. Phillips, 464 Main Street, Placerville, California, advised an examining engineer on February 7, 1956, that the sub-lease had been relinquished and that all production (about 6,000 tons of ore) had come from the excluded area. Work in the excluded area was continued by the Operator until July 1956, when mining and milling operations were suspended and apparently the lease was terminated.

Subsequent examinations of the property have found the property idle. The landowners, in reply to an inquiry on MME Form 63 dated September 19, 1960, advised that since June 30, 1957, there had been neither production from the property nor change in ownership, lease, or sub-lease.

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

(1) The files indicate that no ores have been produced from the area subject to royalty;
(2) The property has been inactive since July 1956; and
(3) The administrative cost to the Government of an on-site royalty audit at this time would be excessive in relation to the amount of possible royalty which might be disclosed.

UN[illegible] STATES
DEPARTMEN[illegible] THE INTERIOR

Memorandum

To: Fiscal Section
Division of [illegible]
Office of the Secretary
Department of the [illegible]
Washington [illegible]

From: Acting Fie[illegible] Office [illegible]

Subject: [illegible]
Copper [illegible]
Copper [illegible]
Amador County, Cal[illegible]
Contract [illegible]

Enclosed herewith [illegible] covering the subject contract.

This office concurs [illegible] Royalty Review.

Paul V. [illegible]

Copy to: Contract Administration and Audit Division
OME, Washington [illegible]
OME Files

MAR 6 1962

Memorandum

To: Acting Field Officer, Region II

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

Subject: DMRA-2495 (Zinc-Copper)
Copper Hill Mine Venture
Copper Hill Mine
Amador County, California
Contract Idm-8331

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

(a) Original to the Fiscal Section, Division of Administrative Services, Office of the Secretary, Department of the Interior, Washington 25, D. C.; and
(b) One copy for your files.

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

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

Enclosures

EDTalbert/ama 3-6-62

cc:
Docket
Director's Reading File
CA & A Division
Mr. Rothrock

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

MAY 21 1959
O.M.E.

REPORT OF ROYALTY REVIEW

I have reviewed the files and records of the OME Field Team, Region IX, pertaining to Contract No. Idm-E331, Docket No. IMRA-2495 (Amendment No. 1), dated June 2, 1952, including Amendment Nos. 1 to 6, inclusive, with

R. E. Fitzgerald
Trustee for Copper Hill Mine Venture
c/o Dr. C. O. Martzell
209 Post Street
San Francisco, California

for the purpose of determining the amount of royalties due the U. S. Government on sales of zinc-copper ores from property known as the Copper Hill Mine, located in Amador County, California, during the period June 2, 1952, to December 31, 1958.

A certification of discovery or development was issued on April 30, 1953 and accordingly royalty is payable on all production from the land described in Article 2 of the contract, for a maximum period of 10 years from the date of contract. A Final Audit Certificate and Report dated March 30, 1953, indicated acceptable costs under the exploration contract amounted to $18,586.80 with the Government's contribution on a 50 percent basis being $9,293.40.

No royalties have been paid to date in connection with this contract.

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

(a) According to the Field Team's Semi-Annual Report of Certified Projects for the period July 1, 1958 to December 31, 1958, there has been no production from the land included in the exploration contract. Most of the mining equipment has been removed and the property is idle.

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

May 18, 1959

George Mayer
George Mayer, OME Auditor

Memorandum

To: Mr. George Mayor, OME Auditor

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

Subject: Docket No. DMEA-2495 (Zinc-Copper)
R. E. Fitzgerald
Contract No. Idm-E331

In the copies of your Report of Royalty Review of the subject contract, the following words in reason (a):

"mining and milling operations in the main shaft area were suspended in July 1956."

have been replaced with:

"there has been no production from the land included in the exploration contract."

Distribution of the regional copies is authorized after this revision is made.

EDTalbert/ama
May 21, 1959

Copy to: Docket
Director's Reading File
CA & A Division

FINAL
AUDIT REPORT

DEFENSE MINERALS EXPLORATION ADMINISTRATION

CONTRACT ADMINISTRATION AND AUDIT DIVISION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 8 1953

AUDIT CERTIFICATE

I have examined the records and transactions of:

R. E. Fitzgerald, Trustee for Copper Hill Mine Venture, a partnership composed of 29 partners listed in Annex I, attached to and made a part of contract.

c/o Dr. C. O. Hartwell
209 Post Street
San Francisco, California

pertaining to Exploration Project Contract No. Idm-E331, Docket No. DMEA-2495, including Amendments No. 1, 2, 3, 4 and 5 for the period June 16, 1952, to February 28, 1953, covering a project for the exploration of zinc and copper.

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

The audit disclosed the following facts in regard to the amount to be paid the contractor:

Total cost as billed by contractor	$ 18,586.80
Exceptions:	None
Total accepted cost	18,586.80

The contract calls for a 50 per cent participation of exploration expenses by the United States Government. Therefore, payment to the contractor by the Government in the amount of Nine Thousand, Two Hundred Ninety-Three and 40/100 Dollars.

- $ 9,293.40 -

is valid and proper.

This certificate is issued on the provision that the Regional Executive Officer, the Administrator or other competent official has accepted, or will accept, the project as having otherwise met the terms of the contract.

George Mayor
George Mayor
Auditor

March 30, 1953

I INTRODUCTION

On March 19, 1953, a final audit (covering the period June 16, 1952 to February 28, 1953) was made of the records and accounts of operations pertaining to Contract No. Idm-E331, Docket No. DMEA-2495, including Amendments No. 1, 2, 3, 4 and 5, with:

R. E. Fitzgerald, Trustee for Copper Hill Mine Venture, a partnership composed of 29 partners listed in Annex I, attached to and made a part of contract.

c/o Dr. C. O. Hartwell
209 Post Street
San Francisco, California

covering a project for the exploration of zinc and copper.

The accounting records under this contract are located in the office of Dr. C. O. Hartwell, 209 Post Street, San Francisco, California.

The audit was performed in the DMEA Auditor's office in San Francisco, California, and Mr. R. E. Fitzgerald was present and his cooperation and assistance greatly facilitated the audit.

II GENERAL INFORMATION ON RECORDS

The accounting records were adequate to properly account for the expenditures made for the exploration project. The operator did not maintain any general ledger; however, the check register, payroll register and cost distribution register were sufficient to conduct a satisfactory audit.

This project was on a site-audit basis, and the MF-104 was prepared at the end of each month from the cost distribution register. The operator filed all supporting documents by months in large manila envelopes. These documents consisted of original invoices, social security and compensation insurance payments. A bank account was maintained with the Bank of Amador County, Jackson, California, and checks covering payment of supplies and payrolls were drawn on this bank account.

III SCOPE OF AUDIT AND FINDINGS

This being a final audit, a complete analysis of all expenditures was made in order to ascertain the accuracy, propriety and validity of the costs as shown in the "Totals to Date" column of Form MF-104,

Operator's Monthly Report and Voucher, for the month of February 1953. The extent of the audit and the findings under each of the "Items of Cost" follows:

(1) Independent Contracts — - 0 -

Not applicable to this contract.
See comments under item (2)
labor and supervision.

(2) Labor and Supervision — $ 7,712.71

Due to the mixed nature of labor charges, made up of payments on a footage basis and hourly wage rates, it was preferable for audit report purposes to consider these charges under the one category of labor; however, the distribution is set forth and explained in the narrative of this report.

The payroll records for the period June 16, 1952 to February 28, 1953, were examined and the payroll charges under this category comprised the following:

Labor	
Crosscutting	$ 1,275.00
Drifting	1,976.50
Sinking and Timbering	2,886.21
Total Labor	$ 6,137.71
Supervision	
Superintendent	$ 1,075.00
Technical Services	
Engineering	500.00
Total Labor and Supervision	$ 7,712.71

Amendment No. 2 of the contract shows the following maximum amounts for work to be performed.

Crosscutting (60')	$ 1,500.00
Drifting (200')	5,200.00
Sinking and Timbering (60')	5,010.00

A footnote under the above items states: "The lump sum estimate for each item of work listed under this category includes all costs of labor, supervision, operating materials and supplies."

The operator maintained his records in accordance with contract provisions and accumulated the labor and material costs under crosscutting, drifting and sinking and timbering. For audit report purposes a segregation of labor and material was made with the following results:

	Cross-cutting	Drifting	Sinking & Timbering	Engineering	Total
Labor	$1,275.00	$1,976.50	$2,886.21	$	$6,137.71
Supervision		200.00	875.00		1,075.00
Engineering				500.00	500.00
Total Labor & Supervision	$1,275.00	$2,176.50	$3,761.21	$500.00	$7,712.71
Material & Supplies	225.00	330.59	1,248.79		1,804.38
Total MF-104 before Redistribution	$1,500.00	$2,507.09	$5,010.00	$500.00	$9,517.09

The materials and supplies were made up of the following items:

	Cross-cutting	Drifting	Sinking & Timbering	Engineering	Total
Concrete			$ 252.00		$ 252.00
Lumber			189.85		189.85
Explosives	$ 115.73	$ 57.72	243.92		417.37
Gas and Oil	71.75	89.13	39.24		200.12
Diesel Oil		55.05	74.18		129.23
Rock Drills			97.15		97.15
Blasting Machine			57.50		57.50
Misc. Material	37.52	68.42	93.98		199.92
Hauling Material		60.27	200.97		261.24
Totals	$ 225.00	$ 330.59	$1,248.79	- 0 -	$1,804.38

The above material will be redistributed for audit report purposes and included under item (3) Material and Supplies.

Crosscutting: The operator entered into an agreement under date of November 20, 1952, for crosscutting the first 50 feet at $20.00 per foot, and this agreement was approved by the Government November 25, 1952. A second

agreement was made for additional crosscutting under date of January 10, 1953, and was approved by the Government January 12, 1953. The cost of crosscutting is made up of the following items:

60 feet at $20.00	$ 1,200.00
Handling Material & Equipment	75.00
Material and Supplies	225.00
Total	$ 1,500.00

The above costs are in agreement with the contract and subcontract terms. The $1,500.00 was the maximum amount allowed under the contract.

Drifting: The drifting costs were comprised of the following items:

67 feet at $20.00	$ 1,340.00
Taking out Equipment	75.00
Slabbing, Install Track, etc.	192.00
125-feet-long Hole Drilling	109.75
Labor sump and air lines	259.75
Supervision	200.00
Total Labor and Supervision	$ 2,176.50
Material and Supplies	330.59
Total Cost Drifting	$ 2,507.09

The $20.00-per-foot rate for drifting was covered by agreement entered into by operator under date of January 10, 1953, and approved by the Government January 12, 1953. The remaining costs were considered necessary for the drifting operation and no exceptions were taken.

SINKING AND TIMBERING

Sinking and Timbering: The sinking and timbering costs were made up as follows:

Labor at Hourly Rates	$ 3,151.49
Less: Excess labor for concreting collar of shaft transferred to item (8) Contingencies.	265.28
Total Labor	2,886.21

Supervision	$ 875.00
Total Labor and Supervision	$ 3,761.21
Material and Supplies	1,248.79
Total Cost of Sinking & Timbering	$ 5,010.00

The excess labor, $265.28, for concreting collar of shaft was brought about by the collar shaft being changed from wood to concrete, for which are additional comments under item (8), Contingencies. The total cost, $5,010.00, was the maximum amount allowed under the contract.

Technical Services: The following items were paid to Francis H. Frederick, Mining Geologist, San Francisco, California, for engineering services and preparation of final report and section map.

8 days at $50.00	$ 400.00
890 miles at .07	62.30
Hotel and Meals	37.70
Total	$ 500.00

The above amount of $500.00 was allowable under contract terms.

During the course of the audit an examination was made of time book, payroll register and cancelled payroll bank checks. The supervisor was paid $500.00 per month from June 16, 1952, to October 15, 1952; wage rates paid to hourly employees were comparable to wage rates in other mining operations.

(3) Operating Materials and Supplies $ 2,873.63

A complete examination was made of invoices charged to this category, which included the verification of footings and extensions, together with examination of cancelled bank checks. The project did not maintain any stores account, and all purchases were charged to the cost of the project. The type of material purchased and used is as follows:

Timber	$ 189.85
Explosives	417.37
Pipe	302.25
Gasoline and Oil	332.62

Drill Steel and Bits	$ 479.06
Hose and Fittings	231.09
Concrete	252.00
Hauling Charge - Material	278.16
Miscellaneous Supplies	391.23
Total	$ 2,873.63

The above material includes items which had been incorrectly classified as purchases under operating equipment. A credit of $55.00 is also included covering material sold to operator on a competitive bid basis after project was completed.

(4) Operating Equipment $ 2,001.80

All charges for operating equipment covered the rental of equipment and the charges were examined by verification of invoices and cancelled bank checks. The equipment rented comprised the following items:

Compressor, 4 months at $365.00		$ 1,460.00
Air Blower, 6 " " $ 50.00	$ 300.00	
Add: Final Payment on Purchase	17.45	
Total Cost of Blower	$ 317.45	
Less: Amount Recovered from Sale	60.00	257.45
Truck, 2 months at $50.00		100.00
Jackhammer, 4-1/2 months at $25.00		112.50
Anvil, 1 month at $10.00		10.00
Sump Pump, 6 months vs. rates		61.85
Total Equipment Rental		$ 2,001.80

The contract showed compressor rental for 3 months; however, due to delay in starting drifting operations, an additional 1-month rental was allowed. This action was taken as there was no maximum allowance on rented equipment. The air blower listed above was on a rental-purchase agreement, and upon completion of contract same was sold to the operator for $60.00 on a competitive bid basis.

(5) Initial Rehabilitation and Repairs $ 3,078.93

An examination of charges to this category was made, which included the verification of payrolls and material invoices. The

total charges were within the maximum allowed by the contract and were made up of the following items:

Labor		$ 1,743.71
Supervision		550.00
Material:		
Lumber	$ 208.65	
Truck Rental	50.00	
Gasoline and Oil	107.12	
Concrete	70.00	
Other Material	203.12	
Hauling - Material	146.33	785.22
Total		$ 3,078.93

(6) New Buildings and Improvements $ 1,256.26

The charges to this classification were examined and found to be made up of the items listed below:

Labor		$ 684.26
Supervision		250.00
Material:		
Lumber	$ 125.47	
Gasoline and Oil	21.37	
Other Material	57.16	
Hauling - Material	118.00	322.00
Total		$ 1,256.26

The costs charged to newbuildings and improvements, as shown above in amount of $1,256.26, were within the maximum amount of $1,270.00 allowed by the contract.

(7) Miscellaneous $ 1,398.19

The audit of miscellaneous charges included the examination of invoices, cancelled bank checks and other supporting data pertaining to payroll taxes and compensation insurance. The items charged under this category were as follows:

Sampling and Analysis	$ 154.50
Payroll Taxes	453.15
Liability Insurance	635.18
Accounting	155.36
Total	$ 1,398.19

The sampling and analysis, $154.50, and accounting, $155.36, were nominal amounts and allowable under the contract. The payroll taxes, $453.15, and liability insurance, $635.18, were verified by computation at the rates used by the operator, which were as follows:

Social Security Tax	1.5	
Unemployment: California	2.7	4.2
Workmen's Compensation - Underground		11.07%
" " - Surface		3.50%

Ralph E. Fitzgerald, Trustee for the project, was employed as a general utility worker at $300.00 per month with a total compensation of $1,050.00. The payroll tax of 4.2% was applicable; however, the compensation insurance did not apply, as he was not covered by the insurance policy.

(8) Contingencies $ 265.28

The charges under this category represented the excess of costs for sinking and timbering, and can be accounted for as follows:

Labor	$ 3,151.49
Supervision	875.00
Material and Supplies	1,248.79
Total Costs	$ 5,275.28
Less: Maximum allowed by Contract	5,010.00
Excess Costs	$ 265.28

During the month of July 1952, the State safety engineer inspected the shaft collar and insisted that concrete be used instead of wood. The original estimate did not consider a concrete collar, with the result that the replacement cost the operator an additional $682.28, which brought the cost over the allowable maximum by the above amount of $265.28. After giving consideration to the necessity of making this change in the collar shaft, it was decided to allow this additional excess cost by charging same to contingencies.

IV CONCLUSIONS AND RECOMMENDATIONS

Upon completion of the project, the operator had the following equipment and supplies on hand for which competitive bids had been received.

	Bid No. 1	Bid No. 2
Equipment		
Coppus Blower	$ 60.00	$ 50.00
Material and Supplies		
Used Jointed Steel, 1 lot-1' hex.	40.00	40.00
Blasting Machine, 50-hole	6.00	5.00
Used 1" Air Hose, 50'	2.50	2.50
Used 1/2" Air Hose, 100'	2.50	2.50
Used 3/4" Air Hose, 100'	2.50	2.50
Black Pipe, 2"-230'	No offer	No offer
Total Bid	$ 113.50	$ 102.50

The operator offered $115.00, which was accepted, and $60.00 was credited to equipment rental and $55.00 was credited to Material and Supplies on February 1953 MF-104. The disposal of the property was discussed with Mr. H. C. Miller, Executive Officer, who agreed that the bids were reasonable due to transportation costs and an outside bidder would have to pay for the removal of the equipment and material from mine site.

The audit also disclosed that the status as of February 28, 1953, of "allowable maximums" under this contract was as follows:

Item	Maximum Allowable	Total Costs	Balance
Sinking and Timbering (60')	$ 5,010.00	$ 5,010.00	$ - 0 -
Crosscutting (60')	1,500.00	1,500.00	- 0 -
Drifting (200')	5,200.00	2,507.09	2,692.91
Engineering	500.00	500.00	- 0 -
Rehabilitation and Repairs	3,125.00	3,078.93	46.07
New Buildings, Improvements, etc.	1,270.00	1,256.26	13.74

As the operator brought his books and records into the DMEA auditor's office for audit purposes, the final MF-104 for the month of February 1953 was not prepared until the audit was complete, with the result that any cost adjustments made were reflected in the February 1953 costs of the MF-104, and no disallowances are shown in audit report.

This audit disclosed that all costs, as charged to this project, are reasonable and proper under the terms of the contract.

The adjustments between Items of Costs, as shown on the February 1953 MF-104, and the approved amounts, are summarized as follows:

		Totals Feb MF-104	Distribution Corrected	Disallowed by Audit	Allowed by Audit
(1)	Independent Contracts				
	Crosscutting	$ 1,500.00			
	Drifting	2,507.09			
	Sinking and Timbering	5,010.00			
(2)	Labor and Supervision				
	Labor		$ 6,137.71		$ 6,137.71
	Supervision		1,075.00		1,075.00
	Technical Services	500.00	500.00		500.00
(3)	Operating Mat'ls & Supplies				
	Timber		189.85		189.85
	Explosives		417.37		417.37
	Pipe		302.25		302.25
	Gasoline and Oil		332.62		332.62
	Drill Steel and Bits		479.06		479.06
	Hose and Fittings		231.09		231.09
	Concrete		252.00		252.00
	Hauling Charge - Material		278.16		278.16
	Miscellaneous Supplies		391.23		391.23
(4)	Operating Equipment				
	Rental	2,001.80	2,001.80		2,001.80
	Purchase	981.13			
(5)	Initial Rehabilitation and Repairs	3,078.93	3,078.93		3,078.93
(6)	New Buildings, Improvements, etc.	1,256.26	1,256.26		1,256.26
(7)	Miscellaneous				
	Sampling and Analysis	154.50	154.50		154.50
	Payroll Taxes	453.15	453.15		453.15
	Liability Insurance	635.18	635.18		635.18
	Accounting	155.36	155.36		155.36
	Sales Tax	88.12			
(8)	Contingencies				
	Concrete Collar of Shaft	265.28	265.28		265.28
	Totals	$18,586.80	$18,586.80	None	$18,586.80

At the conclusion of audit, the findings were discussed with Mr. Ralph E. Fitzgerald, Trustee for the project.

George Mayor
Auditor

March 30, 1953

GOVERNMENT COPY

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

1012 Flood Building
870 Market Street
San Francisco 2, Calif.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 3 1953

To: R. E. Fitzgerald
c/o Dr. E. C. Hartwell
209 Post Street
San Francisco 4, California

The United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, for a valuable consideration hereby sells, assigns, transfers and sets over to you all of its right, title and interest in all property acquired under Exploration Project Contract Idm-E331, Docket DMEA-2495, dated June 2, 1952.

Dated March 19, 1953

THE UNITED STATES OF AMERICA

By H. C. Miller

Executive Officer,
DMEA Field Team, Region III
Title

Copy to: Operating Committee, DMEA, Washington (3)
Finance Officer, Region III
A. C. Johnson, Reno
E. H. Bailey, USGS
Geo. Mavor

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

Budget Bureau No. 42-R1036.8.
Approval expires 6-30-53.

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

Month of January, 1953 Docket No. DMEA Contract No. 10 - [illegible]
Operator's Name R. E. Fitzgerald, Trustee, Copperhill Inc Minerals Zinc & Copper
Address c/o Mr. J. C. Hartwell, 260 Post St., San Francisco, Calif.
Contract Amount, $ 20,620.00 Government Participation: 50 % Amount, $ 10,310.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting		1,500.00	1,500.00			
Drifting	2,507.09		2,507.09			
Sinking & Timbering	(25.21)	5,300.40 (a)	5,010.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services	436.00	64.07	500.00			
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental	469.95	1,531.05	2,001.00			
Purchase	175.16	805.97	981.13			
Depreciation						
(5) Initial Rehabilitation and Repairs	148.96	2,929.97	3,078.93			
(6) New Bldgs., Improvements, etc.	(12.74)	1,270.00	1,258.26			
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis	97.50	57.00	154.50			
Payroll Taxes	117.29	335.86	453.15			
Liability Insurance	151.40	480.78	635.18			
Accounting	72.03	83.33	155.36			
Sales Tax		66.12	66.12			
(8) Contingencies (specify):						
Concrete Collar of Shaft			(a) 255.28			
TOTALS	4,079.65	14,507.57	18,588.80			

I certify that the above bill is correct and just and that payment therefor has not been received.
Date 3/20/53 *Payee R. E. Fitzgerald (Trustee)
Per R. E. Fitzgerald Title Trustee

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

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

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:
$ 2039.71

A. J. Renner
Signature Authorized Certifying Officer
(Authorized Certifying Officer)
Date APR 6 1953 Vou. No. SF-DMEA-39

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

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

Signature A. C. Johnson Title [illegible] Date [illegible]

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature [illegible] Title Executive Officer Date [illegible]

H. C. Miller Region III

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. S. GOVERNMENT PRINTING OFFICE 205675

Form MF-504A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of January 1953 Docket No. DMEA [illegible] Contract No. [illegible]
Operator's Name [illegible] Fitzgerald, Trustee, Copperhill Inc. Minerals Inc & Copper
Address c/o [illegible] Kartwell, 70[illegible] Post St., San Francisco, Calif.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting	[illegible]	[illegible]		[illegible]				
Crosscutting	[illegible]			[illegible]				
Raising								
Shafts	[illegible]	[illegible]		[illegible]				
Winzes Concrete [illegible]				[illegible]				
Drilling: Core [illegible]		[illegible]		[illegible]				
Churn [illegible]		[illegible]		[illegible]				
Auger [illegible]		[illegible]		[illegible]				
Stripping [illegible]				[illegible]				
Trenching [illegible]		[illegible]		[illegible]				
Test Pits [illegible]		[illegible]		[illegible]				
Roads and Trails [illegible]		[illegible]		[illegible]				
TOTAL DISTRIBUTED COSTS		[illegible]		[illegible]				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased		[illegible]		[illegible]				
Initial Rehabilitation and Repairs		[illegible]		[illegible]				
New Buildings, Improvements, etc.		[illegible]		[illegible]				
TOTAL COSTS		[illegible]		[illegible]				

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

Date 3/20/53 Operator R. E. Fitzgerald

Per R. E. Fitzgerald Title Trustee

REMARKS: Drifting cost includes long hole drilling [illegible] and preparation for drilling, Act. 1952 labor and [illegible]. Credits under [illegible] and new buildings are [illegible] adjustments.

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

U. S. GOVERNMENT PRINTING OFFICE 205676

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

Budget Bureau No. 42-R1066.3.
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S MONTHLY REPORT AND VOUCHER

ACCOUNTS 331 JAN 26 1953

Month of ~~December~~ November, 1952 Docket No. DMEA 2495 Contract No.
Operator's Name E. E. Fitzgerald, Trustee, Copperhill Mine Minerals Zinc & Copper
Address c/o Dr. E. C. Hartwell, 209 Post St., San Francisco, California
Contract Amount, $ Government Participation: % Amount, $

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting 60 ft.	1500.00		1500.00			
~~xxxx~~ Sinking-Timbering, concreting shaft collar		5800.49	5800.49			
See Remarks on Unit Cost Sheet			-290.49			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental	125.00	1466.85	1591.85			
Purchase	20.04	779.93	805.97			
Depreciation						
(5) Initial Rehabilitation and Repairs		2020.97	2020.97			
(6) New Bldgs., Improvements, etc.		1270.00	1270.00			
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis	23.00	34.00	57.00			
Payroll Taxes	31.88	303.98	335.86			
Liability Insurance	120.81	359.94	480.75			
Accounting		83.33	83.33			
Sales Tax	9.33	78.79	88.12			
(8) Contingencies (specify):						
Engineering		64.00	64.00			
Dec. Bill not received						
			14507.37			
TOTALS	$1833.12	12871.25	-290.49			

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

Date 1/14/53 *Payee E. E. Fitzgerald (Trustee)

Per E. E. Fitzgerald Title

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

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

(Instructions on reverse)

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

$ 918.06

Lloyd M. Spencer
Authorized Certifying Officer

Signature
(Authorized Certifying Officer)

Date Vou. No. SF-DMEA-321

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

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

Signature R. C. Johnson Title Chief, Mining Div., Region III Date January 22, 1953.

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature H. C. Miller Title Executive Officer DMEA Field Team Region III Date January 26, 1953

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. S. GOVERNMENT PRINTING OFFICE 205675

Form MP-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

ACCOUNTS JAN 26 1953

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of ~~December~~ November 1952 Docket No. DMEA 2435 Contract No. 331

Operator's Name R. E. Fitzgerald, Trustee, Copperhill Mine Minerals Zinc & Copper

Address c/o Dr. E. C. Hartwell, 200 Post Street, San Francisco, Calif.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting								
Crosscutting	30 ft	1500.00		1500.00				
Raising								
Shafts	30 ft			5800.49				
Winzes				-200.49				
~~Drilling Ore~~ Assay		23.00		57.00				
Churn Rental		125.00		1501.35				
Auger S. Tax		9.35		88.12				
Stripping Liability Ins.		120.84		480.78				
Trenching Accounting				69.38				
Test Pits Engr.				94.00				
Roads and Trails Tax Payroll		31.88		835.88				
Total Distributed Costs								Total Costs Authorized by Contract
Operating Equipment Purchased		23.04		805.07				
Initial Rehabilitation and Repairs				2929.07				
New Buildings, Improvements, etc.				1270.00				
Total Costs		1693.12		14216.88				

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

Date 1/14/53 Operator R. E. Fitzgerald (Trustee)

Per R. E. Fitzgerald Title

REMARKS: Amendment #2 granted after costs were turned in allows $5,010 for sinking, $200.49 over on shaft sinking caused by delays, labor problems and necessity of concreting collar of shaft which was not included in estimate of costs.

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

U. S. GOVERNMENT PRINTING OFFICE 205676

NARRATIVE OF COPPER HILL OPERATIONS

DURING NOVEMBER AND DECEMBER

1952

A crosscut was run 60 feet from the bottom of the shaft cutting the ore disclosed by the Bureau of Mines drilling at approximately 75 feet up on the dip from the drill hole. (Investigation #4760 Manuscript completed October 1950)

Enclosed are copies of assays taken by Francis Frederick, Geologist; also copy of grab car sample assay taken by the miners as work progressed.

Now drifting both ways on the vein to determine the length of the ore body.

R. E. Fitzgerald (Trustee)

COPY

Phone AShberry 3-5854

ASSAY CERTIFICATE
C. M. BALL

[illegible]1 University Avenue
Berkeley 2, California

Successor to

George R. De Groot
George A. Moore & Co.

DEC. 26, 1952

Copper Hill Mine

Our Number	Your description of sample	Ounces gold per ton	Ounces silver per ton	Gross value per ton Gold at	Silver at	% Cu	% Pb	% Zn
				$35	$0.90			
22212	J A 13' S Side	0.01	4.30	$0.35	$3.87	0.55	0.50	221
22213	" $# 6' S Side	0.03	12.80	1.05	11.52	0.55	1.45	8.9

STAMP

/s/ C. M. Ball

COPY

REPORT OF ASSAY

ABBOT A. HANKS, Inc.
Assayers, Chemists, Engineers
624 Sacramento Street
San Francisco December 9, 1952

Deposited by R. E. Fitzgerald
c/o Dr. Everett C. Hartwell
209 Post Street
San Francisco, California

Sample of O R E

Labty. no.	Mark	Gold, per ton of 2,000 lbs Troy Ounces	Value @ $35.00 oz.	Silver, per ton of 2,000 lbs. Troy Ounces	Value @ $	Percentages	
50343	X Cut 8' in - on to 18'	.05	1.75	17.15	15.43	Zinc	11.64%
						Copper	0.41

Abbot A. Hanks, Inc.
Original signed by
Martin P. Quist

bob (Seal)

Form M. 104 (Rev.)
(April 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.3.
Approval expires 6-30-53.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
15
1952

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of October, 1952 Docket No. DMEA 2495 Contract No. 331
Operator's Name R. C. Fitzgerald, Trustee, Copper Hill Mine Minerals Zinc & Copper
Address c/o Dr. E. C. Hartwell, 209 Post Street, San Francisco, Calif.
Contract Amount, $ Government Participation: % Amount, $

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting						
(2) Labor and Supervision:						
Labor Sinking & Timbering		5300.49	5300.49			
Supervision Concreting Shaft.						
Technical Services Collar						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental	96.95	1400.60	1400.95			
Purchase	47.98	731.95	770.93			
Depreciation						
(5) Initial Rehabilitation and Repairs		2929.97	2929.97			
(6) New Bldgs., Improvements, etc		1270.00	1270.00			
(7) Miscellaneous: Sales Tax	5.73					
Repairs to Equipment		73.03	73.73			
Sampling and Analysis	25.00	9.00	34.00			
Payroll Taxes		303.98	303.98			
Liability Insurance Sept.	159.34	200.60	359.94			
Accounting		93.33	93.33			
All Insurance Bills not received						
(8) Contingencies (specify):						
Engineering	64.00		64.00			
See Narrative						
TOTALS	368.40	12302.85	12671.25			

I certify that the above bill is correct and just and that payment therefor has not been received.
Date Nov 15/52 *Payee R. C. Fitzgerald Trustee
By R. C. Fitzgerald Title Trustee

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

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

(Instructions on reverse)

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

$184.20

Signature
(Authorized Certifying Officer)

Date Vou. No. SF-DMEA-28
(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. 1[illegible]-E331 in accordance with the terms of the contract.

Signature [illegible] Title Mining Methods Date November 24, 1952.
George H. Holmes, Jr. Research Engineer

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature [illegible] Title Executive Officer, Region [illegible] Date Dec. 2, 1952
H. C. Miller

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. S. GOVERNMENT PRINTING OFFICE 205675

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 12 1952

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of October 195 2 Docket No. DMEA _____ Contract No. E 331
Operator's Name R. E. Fitzgerald, Trustee, Copper Hill Mine Minerals Zinc & Copper
Address c/o Dr. E.G.Hartwell, 209 Post St., San Francisco, California

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts				5300.49				
Winzes								
~~Drilling~~ Assaying		$25.00		34.00				
~~Stores~~ Rentals		66.35		1466.85				
~~Auto~~ S.Tax		5.73		78.76				
Stripping Pay Roll Tax				303.98				
Trenching Liability Ins. (Sept)		159.34		359.94				
Test Pits Accounting				83.33				
Roads and Trails Engr.		64.00		64.00				
								Total Costs Authorized by Contract
Total Distributed Costs								
Operating Equipment Purchased		47.98		779.93				
Initial Rehabilitation and Repairs				2929.97				
New Buildings, Improvements, etc.				1270.00				
Total Costs		368.40		12671.25				

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

Date Nov 15/52 Operator R E Fitzgerald (Trustee)
For R E Fitzgerald Title (Trustee)

REMARKS: Waiting for authorization of change of program per amendment No.2, dated November 10, 1952. Labor and most other costs incurred in October not charged to the Exploration Project Contract.

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

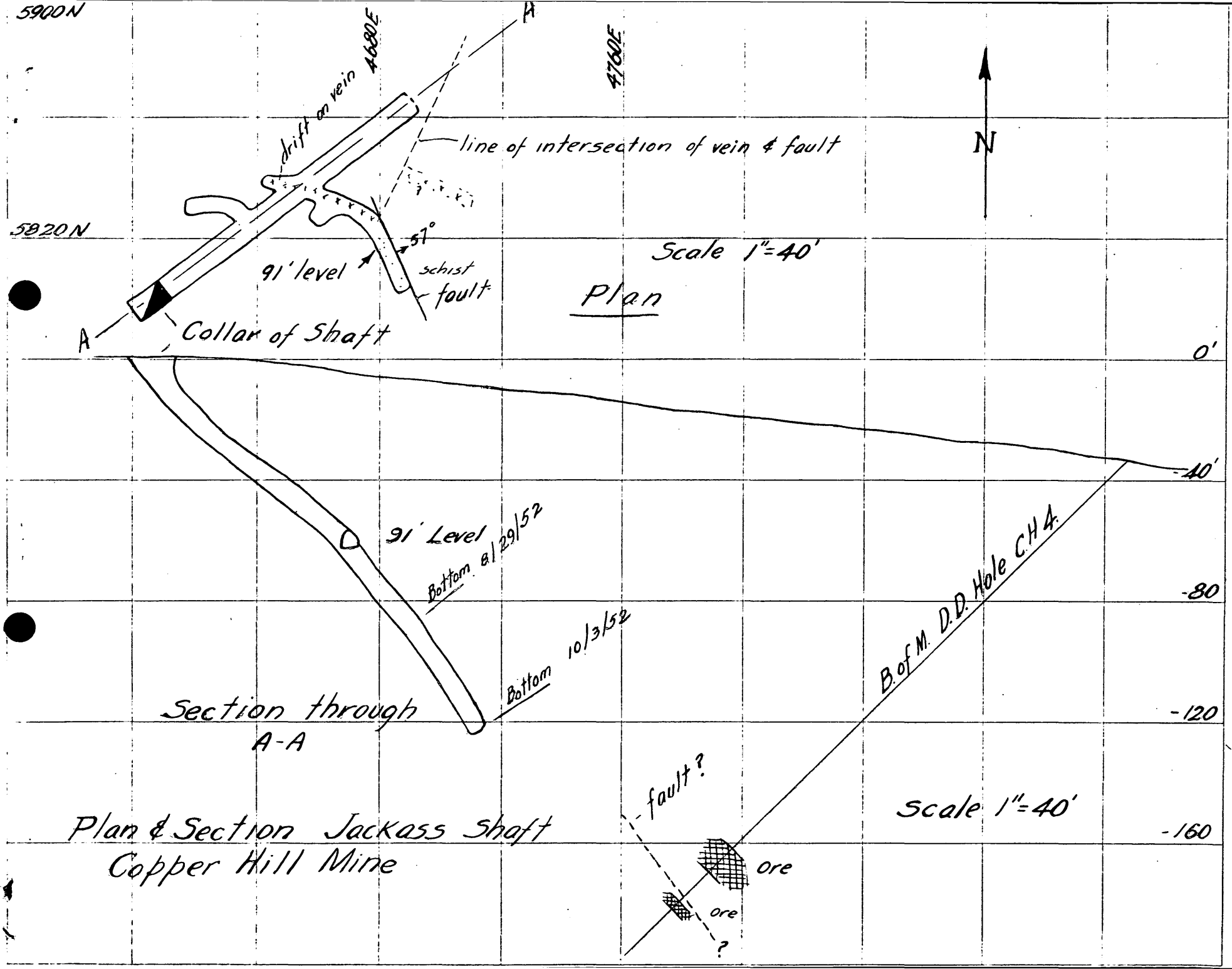
U. S. GOVERNMENT PRINTING OFFICE 205676

NARRATIVE COVERING OCTOBER 1952

OPERATION OF COPPER HILL MINE

Waiting for authorization of change of program per amendment No. 2, dated November 10, 1952.

Labor and most other costs incurred in October not charged to the Exploration Project Contract.


5900N
5820N
4680E
4760E
A
A
drift on vein
line of intersection of vein & fault
N
57°
91' level
schist
fault
Collar of Shaft
Scale 1"=40'
Plan
0'
-40'
-80
-120
-160
91' Level
Bottom 8/29/52
Bottom 10/3/52
B. of M. D.D. Hole C.H.4.
Section through
A-A
fault?
ore
ore
?
Scale 1"=40'
Plan & Section Jackass Shaft
Copper Hill Mine
"ALBANENE" NO. 195M K&E CO., N.Y.
REG. U.S. PAT. OFF.

Form No. [illegible]-104 (Rev.)
(April 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Budget Bureau No. 42-R1036.3.
Defense Minerals Administration
Approval expires 6-30-[illegible]
RECEIVED
OCT 28 1952

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of September, 1952 Docket No. DMEA 2105 Contract No. [illegible]
Operator's Name P. A. FITZGERALD (T.U.T.) CORE HILL, [illegible] Minerals ZINC & CO [illegible]
Address C/O [illegible] S.C.HATTELL, 200 OST ST., SAN FRANCISCO, CALIF.
Contract Amount, $ Government Participation 50 % Amount, $

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting						
(2) Labor and Supervision:						
Labor Sinking & Timbering & Concreting Shaft Collar	2878.90	2421.59	5300.49			
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental	500.50	900.00	1400.50			
Purchase	60.00	671.05 50%	731.05			
Depreciation						
(5) Initial Rehabilitation and Repairs	55.18	2874.79	2929.97			
(6) New Bldgs., Improvements, etc.		1270.00	1270.00			
(7) Miscellaneous:						
Repairs to Equipment S.Tax	18.27	59.76	78.03			
Sampling and Analysis		9.00	9.00			
Payroll Taxes	102.79	201.19	303.98			
Liability Insurance	137.83	62.77	200.60			
Accounting	50.00	33.33	83.33			
All Ins.Bills not yet received						
(8) Contingencies (specify):						
TOTALS	3799.37	8503.48	12302.85			

I certify that the above bill is correct and just and that payment therefor has not been received.
Date 10/15/52 *Payee P.A. Fitzgerald Trustee
Per P.A. Fitzgerald Title Trustee

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

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

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:
$1899.69
A. J. Renner
Signature Authorized Certifying Officer
(Authorized Certifying Officer)
Date OCT 24 1952 Vou. No. SF-DMEA-23
(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

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

Signature [illegible] Title [illegible] Date [illegible]

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature [illegible] Title [illegible] Date [illegible]

[illegible]

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. S. GOVERNMENT PRINTING OFFICE 205675

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 28 1952

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of September 1952 Docket No. DMEA 2495 Contract No. E-331
Operator's Name R. E. FITZGERALD (TRUSTEE) COPPER HILL MINE Minerals ZINC & COPPER
Address C/O DR. E.G.HARTWELL, 209 POST STREET, SAN FRANCISCO, CALIF.

OPERATION	Unit	Costs This Month	Units This Month	Costs to Date	Units to Date	Unit Costs to Date	Authorized by Contract: Units	Authorized by Contract: Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts		2878.90		5300.49				
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Assaying				9.00				
Rentals		500.50		1100.50				
S.Tax		13.27		73.03				
Payroll Tax		102.79		303.98				
Operating Equipment Purchased		60.90		731.95				
Initial Rehabilitation and Repairs		55.18		2929.97				
New Buildings, Improvements, etc.				1270.00				
Liability Insurance		137.83		200.00				
Accounting		50.00		83.33				
Total Costs		3799.37		12302.85				

Total Distributed Costs

Total Costs Authorized by Contract

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

Date 10/15/52 Operator R E Fitzgerald Trustee

Per R E Fitzgerald Title Trustee

Remarks: See Narrative

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

U. S. GOVERNMENT PRINTING OFFICE 205676

Narrative covering September 1952

Operation of Copper Hill Mine

Extended shaft 34 feet in depth

R. E. Fitzgerald

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

Budget Bureau No. 42-R1036.3.
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of August 1952 Docket No. DMEA 2195 Contract No. S-332
Operator's Name R. E. FITZGERALD (TRUSTEE) [illegible]
Minerals INC & COPPER
Address C/O DR. [illegible] HARTWELL, 209 POST ST., SAN FRANCISCO, CALIF.
Contract Amount, $ Government Participation: 50 % Amount, $

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting						
(2) Labor and Supervision: Sinking & Timbering						
Labor Energizing Shaft	1635.44	786.15	2421.59			
Supervision Collar						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental	485.00	415.00	900.00			
Purchase	474.84	196.21	671.05			
Depreciation						
(5) Initial Rehabilitation and Repairs	1403.48	1471.31	2874.79			
(6) New Bldgs., Improvements, etc.		1273.42	1273.42	-3.42	1273.42	1270.00
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis	9.00		9.00			
Payroll Taxes Sales tax	32.20	27.56	59.76			
Liability Insurance	97.13	104.06	201.19			
Acctng	62.77		62.77			
All Exp. 111 not yet		33.33	33.33			
(8) Co[illegible] (specify):						
TOTALS	4199.86	4307.04	8506.90	4196.44	4307.04	8503.48

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

Date Sept 17/52 *Payee R. E. Fitzgerald

Per R. E. Fitzgerald Title Trustee

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

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

(Instructions on reverse)

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

$ 2098 22

Signature T. H. BONNER
(Authorized Certifying Officer)
AUTHORIZED CERTIFYING OFFICER

Date 10/2/52 Vou. No. SF-07 ca-17

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-E331 in accordance with the terms of the contract.

Signature A. C. Johnson Title Chief, Mining Div., Region III Date Sept. 22, 1952.

A. C. Johnson

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature H. C. Miller Title Executive Officer DMEA Field Team Region III Date Sept. 24, 1952

H. C. Miller

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. S. GOVERNMENT PRINTING OFFICE 205675

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of August 1952 Docket No. DMEA 2495 Contract No. E 331

Operator's Name R. E. FITZGERALD, TRUSTEE Minerals COPPER & ZINC

Address C/O DR. E.C.HARTWELL, 209 POST ST., SAN FRANCISCO, CALIF.

OPERATION	Unit	Costs This Month	Units This Month	Costs to Date	Units to Date	Unit Costs to Date	Authorized by Contract: Units	Authorized by Contract: Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts Sinking Timbering		1635.44		2421.59				
Winzes Concreting Shaft								
Drilling: Core Collar & Build-								
Churning Dam								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Total Distributed Costs				33.33				Total Costs Authorized by Contract
Assay		9.00		9.00				
Rentals		485.00		900.00				
Operating Equipment Purchased		474.84		671.05				
Initial Rehabilitation and Repairs		1403.48		2874.79				
New Buildings, Improvements, etc.		2		1273.42				
Taxes Payroll & Sales		179.33		260.95				
Insurance		62.77		62.77				
Total Costs		4199.86		8506.90				

72.43 4196.44 5.42 3502.48

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

Date Sept 18 1952 Operator R. E. Fitzgerald

Per R. E. Fitzgerald Title Trustee

Remarks: See Narrative

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

U. S. GOVERNMENT PRINTING OFFICE 205676

NARRATIVE COVERING AUGUST 1952 OPERATIONS OF COPPER HILL MINE

Preparations for sinking shaft were made.

A concrete dam was constructed on the 91 foot level and a station pump installed. A sump pump is used to keep the shaft dry lifting the water into this dam and then the water is pumped to the surface by the station pump.

Installed a coppus blower and pipe for ventilation while sinking.

Extended shaft 25 feet in depth.

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.3.
Approval expires 3-30-53.

Defense Minerals Administration
RECEIVED
SEP 15 1952

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of [illegible], 195[illegible] Docket No. DMEA [illegible] Contract No. [illegible]
Operator's Name [illegible] Minerals [illegible]
Address [illegible]
Contract Amount, $ [illegible] Government Participation: [illegible] % Amount, $ [illegible]

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent / Short Form } Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting						
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services					25.00	25.00
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental	[illegible]	[illegible]	[illegible]		39.00	415.00
Purchase	[illegible]		[illegible]			125.70
Depreciation	[illegible]	[illegible]	[illegible]		633.57	2606.20
(5) Initial Rehabilitation and Repairs	[illegible]		[illegible]			1004.43
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis	[illegible]	[illegible]	[illegible]		18.33	104.06
Payroll Taxes						
Liability Insurance	[illegible]		[illegible]			26.65
(8) Contingencies (specify):						
TOTALS	[illegible]	[illegible]	[illegible]		715.90	4307.04

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

Date [illegible] *Payee [illegible]

Per R. E. Fitzgerald Title (Trustee)

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

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

(Instructions on reverse)

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

$1,795.57

Wayne L. Norvell
Authorized Certifying Officer

Signature _____
(Authorized Certifying Officer)

Date SEP 8 1952 Vou. No. SF-DMEA-12

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

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

Signature [illegible] Title [illegible] Date [illegible]

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature [illegible] Title Executive Officer DMEA Field Team Date [illegible]

C. Picker, acting for H. C. Miller Region III

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. S. GOVERNMENT PRINTING OFFICE 205675

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 15 1952

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of JULY 1952 Docket No. DMEA 2495 Contract No. U 331
Operator's Name D. J. FITZGERALD, TRUSTEE Minerals Copper, Zinc
Address C/O Mr. D. C. Fitzgerald, # 209 Post St. San Francisco, Calif.

OPERATION	Unit	Costs This Month	Units This Month	Costs to Date	Units to Date	Unit Costs to Date	Authorized by Contract: Units	Authorized by Contract: Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Total Distributed Costs					25.00		Total Costs Authorized by Contract	
Rentals		375.00		492.29	415.00			
Operating Equipment Purchased		125.70		125.70				
Initial Rehabilitation and Repairs		1972.63		2008.93	2606.20			
New Buildings, Improvements, etc.		1004.43		1004.43				
Payroll & Sales Tax		118.38		130.71				
Total Costs		3596.14		4362.06	4307.04			

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

Date Aug. 13/52 Operator D. J. FITZGERALD, TRUSTEE

Per R. J. Fitzgerald Title Trustee

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

Remarks:
Insurance bills not received.

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

U. S. GOVERNMENT PRINTING OFFICE 205676

NARRATIVE COVERING JULY 1952 OPERATIONS OF COPPER HILL MINE

A head frame suitable for the operation was built. The hoist foundation was poured, using 5 yards of concrete and some coarse rock. The hoist was then installed.

The State safety engineer, considering the fire hazard, insisted that the collar of the shaft be concreted, making it necessary to tear out the top wooden sets; so forms were placed, and 16 yards of concrete were poured. This concrete collar is 18 ft. by 13 ft. by 2 ft. thick to solid footing. This operation was not in the original estimate. The added cost for this concrete collar amounted to $682.63.

A bulkhead was placed in the upper part of the shaft, and the old timbers were removed.

The shaft was cleared of muck, old timbers and loose rock to the water level, which stood at 60 ft. below the collar. Skids for the bucket were placed.

The water was pumped out and the bottom was reached at 106 ft. below the collar, instead of 125 ft. as had been reported and as had been shown on old maps. At the 71 ft. level a drift was found, extending 15 ft. north. At 91 ft. below the collar of the shaft a drift was found, extending southerly for 43 ft. and northerly for 4 ft. At a point 11 ft. from the shaft, an X-cut was found, running into the footwall. Old timbers and muck had been piled into the drifts, and these were hoisted to the surface. The additional water pumped from these workings taxed our small pump units, as these additional workings were unknown.

This extra pumping and the cleaning out of the drifts were not included in the original cost estimate. However, this additional expense was balanced off by the estimated cost of pumping and rehabilitation of the shaft to the anticipated 125 ft. level.

R. E. Fitzgerald (trustee)
Copper Hill Mine

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.3.
Approval expires

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 9 1952

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of June 1952 Docket No. DMEA 2495 Contract No. E 331
Operator's Name R.E.FITZGERALD(TRUSTEE) COPPER HILL MINE Minerals ZINC & COPPER
Address c/o DR. E.C.HARTELL, 209 POST ST., SAN FRANCISCO, CALIF.
Contract Amount, $ Government Participation: 50% Amount, $

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting						
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services	25.00		25.00	25.00		25.00
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental	116.28		116.28	39.00		39.00
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs	556.29		556.29	633.57		633.57
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes	18.33		18.33	18.33		18.33
Liability Insurance						
(8) Contingencies (specify): Insurance not received.						
TOTALS	715.90		715.90	715.90		715.90

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

Date Aug. 6,1952 Payee R.E.FITZGERALD

Per R.E. Fitzgerald Title TRUSTEE

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

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

(Instructions on reverse)

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

$357.95

Lloyd L. Norvell
Authorized Certifying Officer

Signature
(Authorized Certifying Officer)

Date 1952 Vou. No SF-DMEA-12

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

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

Signature [illegible] Title Chief, Mining Div. Region III Date August 8, 1952.

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature [illegible] Title Executive Officer DMEA Field Team Region III Date August 12, 1952

M. C. Miller

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. S. GOVERNMENT PRINTING OFFICE 205675

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 9 1952

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of June 1952 Docket No. DMEA 2495 Contract No. E 331
Operator's Name R.E. FITZGERALD, TRUSTEE, COPPER HILL MINE Minerals Z INC & COPPER
Address c/o DR. E.C. HARTWELL, 209 POST ST., SAN FRANCISCO, CALIF.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
TOTAL DISTRIBUTED COSTS								TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs		715.90		715.90				
New Buildings, Improvements, etc.								
TOTAL COSTS		715.90		715.90				

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

REMARKS: Insurance bills not received.

Date Aug. 6, 1952 Operator R.E. FITZGERALD

Per R.E. Fitzgerald Title TRUSTEE

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

U. S. GOVERNMENT PRINTING OFFICE 205676

NARRATIVE DESCRIPTION OF PROGRESS

COPPER HILL MINE

JUNE 30, 1952

Distribution of Labor

General Mine, Bookkeeping, Engineering & Preliminary Expense	$ 333.33
Hoist; foundation sketch, excavation, dismantling	56.25
Cleaning around shaft	5.06
Cutting down trees	12.93
Hauling	10.13
Reclaiming Pipe	19.13
	$ 436.83

The area around the Jackass Shaft was cleared of old timbers, fallen trees and underbrush.

The large air hoist was dismantled for moving from the Main shaft to the Jackass Shaft. Foundation sketches were made. The loose soil was excavated for the concrete foundation .

Sketches were made of a Head Frame suitable for the work to be undertaken.

Sketches were made of the plan for concrete collar of the shaft, as required by the State Engineer.

October 30, 1962

Copper Hill Mine Venture
R. K. Fitzgerald, Trustee
c/o Dr. C. O. Hartwell
289 Post Street
San Francisco, California

Re: DMEA-2495 (Zinc-Copper)
Copper Hill Mine Venture
Copper Hill Mine
Amador County, California
Contract Idm-8331

Gentlemen:

By the terms of the subject Exploration Project Contract and the certification of discovery or development dated April 30, 1953, all minerals mined or produced from June 2, 1952, to June 2, 1962, were subject to the Government's percentage royalty as set forth in the said contract.

As the period during which production was subject to royalty has now expired, the Government according to its present records retains no claim or lien against the property subject to the contract or any future production therefrom. We, therefore, are closing our books and records on this contract. Your attention, however, is called to the provisions of the contract which require the Operator to keep and preserve certain records for the periods indicated.

Sincerely yours,

George Fumich, Jr.

Director

cc: Director's Reading File
Region II (2)
CA&A Division
Docket
Code 500
Messrs Stanley L. and Gordon K. Van Vleck
Sloughhouse, Michigan Bar, California

FMMurphy/mm
10-22-62

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

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

To: R. E. Fitzgerald, Trustee
Copper Hill Mine Venture
c/o Dr. O. C. Hartwell
209 Post Street
San Francisco, California

Pursuant to the provisions of Exploration Project Contract No. Idm-8331, dated June 2, 1952, Docket No. DMA 2495, hereinafter called the "Contract" between you and the United States of America, hereinafter called the "Government"; to establish and fix the Government's percentage royalty on production and its lien thereon and on the land described in the contract, the Government considers and therefore certifies that discovery or development from which production may be made, has resulted from the exploration work.

The nature of said discovery or development is described broadly or indicated as follows: Crosscutting from the 150-foot level of the Jackass shaft of the Copper Hill Mine and drifting at this level exposed mineralized zones containing zinc, with auxiliary amounts of copper, gold and silver. Such mineralized zones lie within the tract of land as described in the contract.

Dated APR 30 1953

The United States of America

By [signature]
Administrator, Defense Minerals
Exploration Administration

WRGriswold/hmj
(4/23/53)
CC to: Docket
Cont. Admin. & Audit Div.
Region III (2)
Finance Office
Base Metals Division
Russell Forbes, Acting Adm. DMPA
Adm. R. File
Op. Committee
Mr. Hedges, Rm 4604
Mr. Thayer, Rm 5216, GSA Bldg.
Mr. Murkland
Mr. Griswold
Chron.

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

R. E. Fitzgerald, Trustee
Copper Hill Mine Venture
c/o Dr. O. C. Hartwell
209 Post Street
San Francisco, California

APR 30 1953

Re: Docket No. [illegible] 2495 (Minc-Copper)
Copper Hill Mine Venture
Copper Hill Mine
Amador County, California
Contract No. Idm-331

Dear Mr. Fitzgerald:

Transmitted herewith is a "Certificate of Discovery or Development" related to the Contract No. Idm- 331 on the subject mine.

By the terms of the Exploration Project Contract and of the Certification, all production from the property described in the contract, after June 2, 1952, the date of the contract, is subject to the Government's percentage royalty as set forth in the said contract until such sums as the Government may advance as its participating interest have been repaid or until June 2, 1952.

Payments should be made to Mr. R. G. Miller, Executive Officer, [illegible] Field Team, 1012 Flood Building, 870 Market Street, San Francisco 2, California. Checks should be drawn in favor of the Treasurer of the United States. The purchaser should be advised to deduct the royalties from the amount due on each shipment and forward the checks to the Executive Officer.

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

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

Sincerely yours,

C. O. Mittenderf

Administrator

Enclosure

CC to: Docket
Cont. Admin. & Audit Div.
Region III (2)
Russell Forbes, Act. Adm. DMPA
Adm. R. File
Op. Committee
Mr. Hedges, Rm 4604
Mr. Thayer, 5216 GSA Bldg.
Mr. F. E. Johnson
Mr. W. R. Griswold
Chron.

WRGRISWOLD/hmj
4/23/53)

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

APR 30 1953

Mr. Russell Forbes, Acting Administrator
Defense Materials Procurement Agency
General Services Administration Building
Washington 25, D. C.

Re: Docket No. DMA 2495 (Zinc-Copper)
Copper Hill Mine Venture
Copper Hill Mine
Amador County, California
Contract No. Idm-E331

My dear Mr. Forbes:

Enclosed is one copy each of a "Certification of Discovery or Development" related to Exploration Project Contract No. Idm-E331 and of a final report by the Field Team.

The contract was dated June 2, 1952, with the Government participating to the extent of 50 per cent in an exploration project estimated to cost $20,620.00. Of such amount $18,586.80 had been expended through February 1953, the Government's share being $9,293.40.

The total program of work done on the project consisted of 60 feet of shaft sinking, 60 feet of crosscutting and 67 feet of drifting. All work has been completed. Ores were encountered on the 150 foot level of the mine.

The discovery may be described as zinc-copper ores containing auxiliary amounts of the precious metals and occurring in a mineralized zone exposed so far on the 150 level. The grade of the ore is estimated to be 18.2 per cent zinc and 0.4 per cent copper. Indicated tonnage from work is stated to be 5,400.

Sincerely yours,

C. O. Mittenderf

Administrator

WRGriswold/hmj (4/24/53)
CC to: Docket
Cont. Admin. & Audit Div.
Region III (2)
Base Metals Division
Adm. R. File
Op. Committee
Enclosure Mr. Hedges, Rm 4604
Mr. Thayer, Rm 5216
Mr. F. E. Johnson
Mr. Griswold
Mr. Murkland
Chron.

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

APR 30 1953

Memorandum

To: The Administrator

From: Chief, Base Metals Division

Subject: Certification of Discovery or Development,
Docket No. DMEA 2495 (Zinc-Copper)
Copper Hill Mine
Amador County, California
Contract No. Idm-E331

The exploration project contract was executed June 2, 1952, with a total estimated cost of $20,620.00 -- $18,586.80 had been expended through February 1953.

Amendments to the original contract called for 60 feet of shaft sinking, 60 feet of crosscutting and 200 feet of drifting. The first two items were completed but only 67 feet of drifting was done.

Such work opened up a zinc-copper mineralized zone on the 150 level of the mine. The grade is estimated to be 18.2 percent zinc, 0.4 percent copper, 8.1 ounces silver and 0.04 ounces gold, with a strike length of 40 feet and a width of 10 feet. Indicated tonnage is 5,400.

W. R. Griswold

W. R. Griswold

Attachments

WRGriswold/hmj
(4/23/53)
CC to: Docket
Adm. R. File
Op. Committee
Base Metals Div.
Mr. Griswold
Mr. Hedges
Mr. Thayer
Region III (2)
Mr. Chambers
Chron.

Government's copy

EXPLORATION PROJECT CONTRACT
R. E. FITZGERALD, TRUSTEE FOR
COPPER HILL MINE VENTURE
DOCKET NO. DMEA-2495

RECEIVED
FEB 20 1956

AMENDMENT NO. 6

WITNESSETH:

The United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and R. E. Fitzgerald, Trustee for Copper Hill Mine Venture, are parties to Exploration Project Contract Idm-E331 (Docket No. DMEA-2495), dated June 2, 1952, as amended, hereinafter called the "Contract." The existence of the Main Shaft copper ore body and the full development of said ore body were well-known to the parties prior to the execution of the Contract and it was not the intention of the parties that royalty be paid to the Government on production from said ore bodies. However, through inadvertence and mutual mistake these ore bodies were included in the description of the land. The purpose of this amendment is to correct this mutual mistake.

NOW THEREFORE, it is agreed that the Contract is further amended effective June 2, 1952, as follows:

> Excluded from the land referred to in Article 2 of the Contract are the Main Shaft ore bodies indicated in color on the map attached hereto and made a part hereof, entitled "Copper Hill Mine, Vertical Longitudinal Projection, Main Shaft Workings, Amador County, California."

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be required to contribute, nor the amount of any item designated as "allowable maximum."

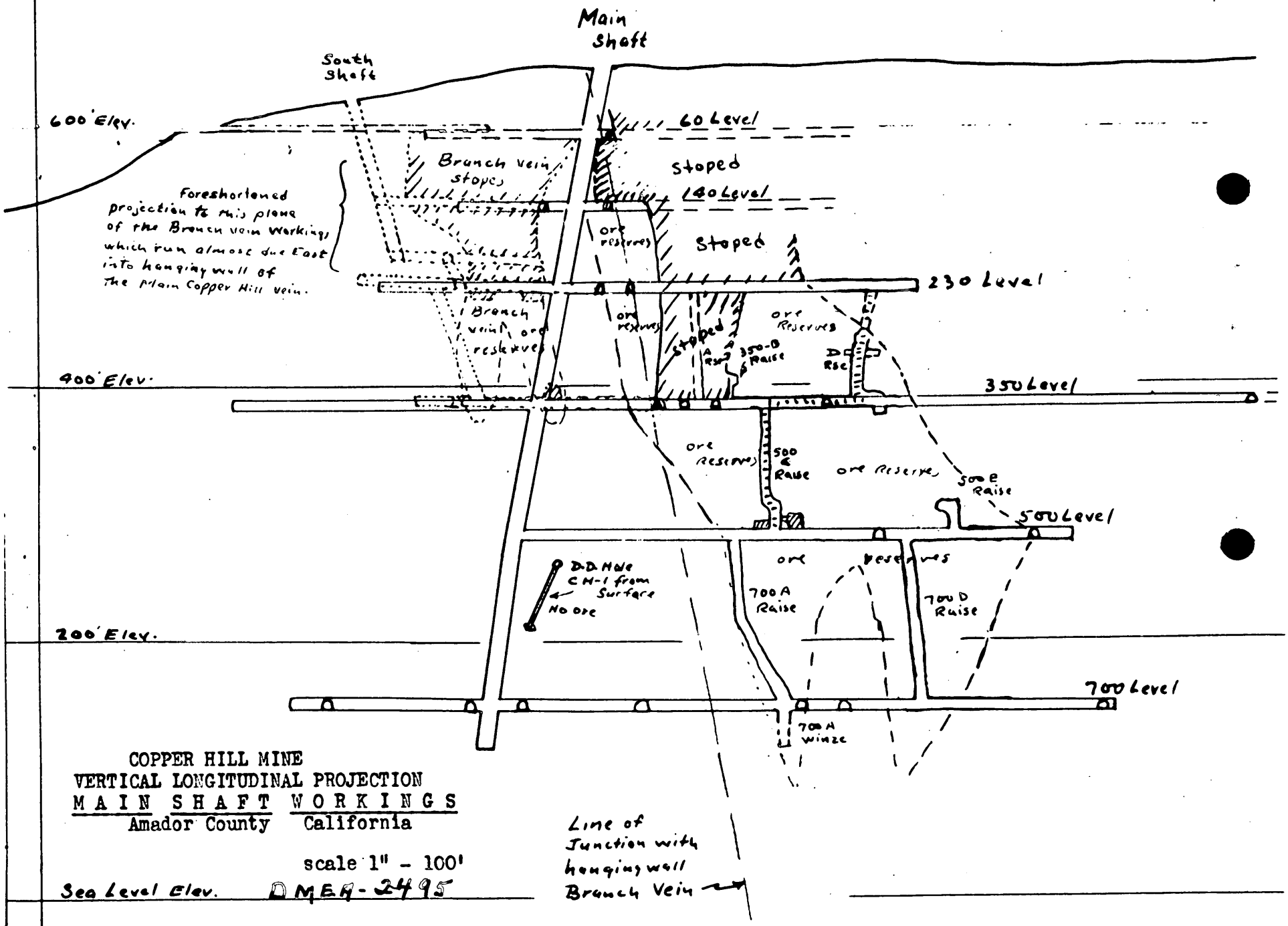
Executed in sextuplicate this 26th day of November, 1954.

THE UNITED STATES OF AMERICA

By O. Mitchell
Administrator, Defense Minerals Exploration Administration

COPPER HILL MINE VENTURE

By R. E. Fitzgerald (Trustee)
R. E. Fitzgerald (Trustee)



COPPER HILL MINE
VERTICAL LONGITUDINAL PROJECTION
MAIN SHAFT WORKINGS
Amador County California

scale 1" - 100'

DMEA-2495

RECEIVED
FEB 29 1956

R. E. FITZGERALD, TRUSTEE FOR
COPPER HILL MINE VENTURE
CONTRACT Idm-E331
DOCKET NO. DMEA-2495

AMENDMENT NO. 5

Whereas, by Amendment No. 3, dated November 25, 1952, independent contracting was approved under contract Idm-E331; and

Whereas, Operator on November 20, 1952, entered into an agreement with Ed Bloyed of Jackson, California, to furnish all labor and supervision for 50 of the 60 feet of crosscutting listed in Item 2 of Amendment No. 2, dated November 10, 1952, for $20.00 a lineal foot, plus $75.00 for labor at the beginning of the work and an additional $75.00 on its completion, and

Whereas, on January 10, 1953, Operator further agreed with said Ed Bloyed to complete all crosscutting and drifting listed in Item 2 of Amendment No. 2 for $20.00 a lineal foot with no extra charge for labor performed at the beginning and completion of the subcontract other than that already agreed upon in the contract, dated November 20, 1952.

Now Therefore, Amendment No. 2, dated November 10, 1952, is amended as follows:

Under Item 2, the lump sum estimate for crosscutting ($1,500.00) is to be broken down to include $1,200.00 for labor and supervision under the independent contract, plus $75.00 for additional labor performed at the beginning of the work, and $225.00 for operating materials and supplies to be furnished by the Operator, and

The lump sum estimate for drifting ($5,200.00) is to be broken down to include $4,000.00 for labor and supervision under the independent contract plus $75.00 for additional labor to be performed at the completion of the work, and $1,125.00 for operating materials and supplies to be furnished by the Operator.

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

DEPARTMENT OF THE INTERIOR
Bureau Mines Information
RECEIVED
FEB 2 1983

Dated: January 12, 1953.

UNITED STATES OF AMERICA

By H C Miller

H. C. Miller, Executive Officer
DMEA Field Team, Region III

COPPER HILL MINE VENTURE

By R E Fitzgerald (Trustee)

R. E. Fitzgerald (Trustee)

AMENDMENT NO. 5

Docket No. 2495 Mineral Zinc-Copper

Exploration Project Contract Idm-E331

Date of Contract June 2, 1952

Date of Amendment January 12, 1953

Operator R. E. Fitzgerald (Trustee) Copper Hill Mine Venture

JUSTIFICATION

Reference is made to letter, dated January 5, 1953, from Frank E. Johnson to H. C. Miller, requesting Operator's subcontract with Ed Bloyed, dated November 20, 1952, to be covered by an amendment. That contract was a trial contract covering only 50 feet of the proposed 60 feet of crosscutting and did not cover the drifting allowed under Amendment No. 2. Operator entered into another agreement with Ed Bloyed, dated January 10, 1953, to complete the crosscutting and drifting under the same conditions as set down in the trial contract. Amendment No. 5 covers all work and is drawn to reflect the changes necessitated by both subcontracts.

H. C. Miller, Executive Officer
DMEA Field Team, Region III

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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FEB 2 1953

R. E. FITZGERALD, TURSTEE FOR
COPPER HILL MINE VENTURE
CONTRACT Idm-E331
DOCKET NO. DMEA-2495

AMENDMENT NO. 4

Contract Idm-E331 (Docket No. DMEA-2495), dated June 2, 1952, and Amendment No. 1, dated September 12, 1952, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and R. E. Fitzgerald, Trustee for Copper Hill Mine Venutre, are amended as follows, effective January 2, 1953:

Completion date extended to May 1, 1953.

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

Dated January 5, 1953.

UNITED STATES OF AMERICA

By H. C. Miller
H. C. Miller, Executive Officer
DMEA Field Team, Region III

COPPER HILL MINE VENTURE

By R. E. Fitzgerald (Trustee)
R. E. Fitzgerald (Trustee)

AMENDMENT NO. 4

Docket No. 2495 Mineral Zinc-Copper

Exploration Project Contract Idm-E 331

Date of Contract June 2, 1952

Date of Amendment Jan. 5, 1953

Operator R. E. Fitzgerald, Trustee for Copper Hill Mine Venture

JUSTIFICATION

Completion of the contract within the stipulated time, as extended by Amendment No. 1, dated September 12, 1952, was impossible as during the construction of the nearby Bear River Dam of the Pacific Gas & Electric Company it was impossible to maintain an adequate labor force at the Copper Hill Mine. Miners have now been found who will contract the drifting and the contract is extended to May 1, 1953, to permit completion of the work.

H. C. Miller, Executive Officer
DMEA Field Team, Region III

R. E. FITZGERALD, TRUSTEE FOR
COPPER HILL MINE VENTURE
CONTRACT Idm-E331
DOCKET NO. DMEA-2495

AMENDMENT NO. 3

Contract Idm-E331 (Docket No. DMEA-2495), dated June 2, 1952, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and R. E. Fitzgerald, Trustee for Copper Hill Mine Venture, is amended as follows, effective November 25, 1952:

In Exhibit "A" under Estimate of Costs

1. Delete Item (1) Independent Contracts

None

2. Substitute in lieu of Item (1):

Independent Contracts

The work outlined in the contract and as amended by Amendments No. 1 and No. 2, may be carried out under independent contracts. Written approval by the Government of the independent contracts is required in accordance with Article 4 (b) of the contract.

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

Dated: November 25, 1952

UNITED STATES OF AMERICA

By H. C. Miller
H. C. Miller, Executive Officer
DMEA Field Team, Region III

COPPER HILL MINE VENTURE

By R. E. Fitzgerald (Trustee)
R. E. Fitzgerald (Trustee)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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JAN 6 1953

AMENDMENT NO. 3

Docket No. DMEA-2495 Mineral Zinc-Copper

Exploration Project Contract Idm-E331

Date of Contract June 2, 1952

Date of Amendment Nov. 25, 1952

Operator R. E. Fitzgerald, Trustee for Copper Hill Mine Venture

JUSTIFICATION

Due to scarcity of good miners, weather conditions, and housing facilities, miners in the area of the Copper Hill Mine will not work for day wages but insist on taking contracts which give them a chance to increase their daily wage. Operator has been able to contract for 50 feet of crosscutting under his amended contract and plans later to contract for drifting, if drifting is to be carried out. This amendment permits his sub-contracting the first 50 feet of work.

H. C. Miller, Executive Officer
DMEA Field Team, Region III

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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JAN 6 1953

Government Copy

EXPLORATION PROJECT CONTRACT
R. E. FITZGERALD, TRUSTEE FOR
COPPER HILL MINE VENTURE
DOCKET NO. DMEA-2495

Amendment No. 2

WHEREAS, it is desired to discontinue sinking the shaft at its present depth of 164', which includes 60' of shaft sinking under the contract; and

WHEREAS, it is desired to increase the footage of drifting from 150' to 200'; and

WHEREAS, it is desired to increase the footage of crosscutting from 22' to 60' in order to properly explore certain mineralization;

NOW THEREFORE, Contract No. Idm-E331, Docket No. DMEA-2495, is amended, effective June 2, 1952, as follows:

1. In Exhibit "A", delete the second paragraph under the heading "Description of the Work," and substitute the following paragraph:

> The work consists of unwatering and retimbering the Jackass shaft; sinking the shaft 60'; crosscutting 60' to the hanging wall; and drifting 100' each way on the vein, or a total of 200' of drifting.

2. In Exhibit "A" under the heading "Estimate of Costs," delete the items under category (2) Labor, Supervision, Consultants, and substitute the following items:

Sinking and timbering (60')	$5,010.00*
Crosscutting (60')	1,500.00*
Drifting (200')	5,200.00*

(NOTE: The lump sum estimate for each item of work listed under this category includes all costs of labor, supervision, operating materials and supplies.)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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Engineering	$ 500.00*	$12,210.00*

Dated November 10, 1952

UNITED STATES OF AMERICA

By C. W. Mitteudorf
Administrator, Defense Minerals
Exploration Administration

COPPER HILL MINE VENTURE

By R. E. Fitzgerald (Trustee)
R. E. Fitzgerald, Trustee

AMENDMENT NO. 2

Docket No. DMEA-2495 Mineral Zinc-Copper

Exploration Project Contract Idm-E 331

Date of Contract June 2, 1952

Date of Amendment November 10, 1952

Operator Copper Hill Mine - R. E. Fitzgerald, Trustee

JUSTIFICATION

After unwatering the shaft and sinking it an additional 60 feet, it appeared that the most efficient way to explore the ore zone would be to crosscut 60 feet to the hanging wall of the vein and drift 100 feet laterally each way on the vein.

This amendment is to permit doing the above, instead of following the original proposal stipulated in Exhibit "A" of the contract.

H. C. Miller, Executive Officer
DMEA Field Team, Region III

R. E. FITZGERALD, TRUSTEE FOR
COPPER HILL MINE VENTURE
CONTRACT Idm-E331
DOCKET NO. DMEA-2495

AMENDMENT NO. 1

Contract Docket No. DMEA-2495, dated June 2, 1952, between the United States of America, acting through the Department of the Interior, DMEA, and R. E. Fitzgerald, Trustee for Copper Hill Mine Venture, is amended as follows, effective September 12, 1952: In Article 3,

(1) Extend the time of completion to two hundred and ten (210) days from the date of the contract.

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

Dated September 12, 1952.

UNITED STATES OF AMERICA

By H. C. Miller
H. C. Miller, Executive Officer
DMEA Field Team, Region III

COPPER HILL MINE VENTURE

By R. E. Fitzgerald
R. E. Fitzgerald (Trustee)

DEPARTMENT OF INTERIOR
BUREAU OF MINES
REGION III
RECEIVED

1952 SEP 22 AM 8:22

SAN FRANCISCO, CALIFORNIA

AMENDMENT NO. 1

Docket No. 2495 Mineral Zinc-Copper

Exploration Project Contract Idm-E 331

Date of Contract June 2, 1952

Date of Amendment September 12, 1952

Operator Copper Hill Mine Venture--R. E. Fitzgerald, Trustee

JUSTIFICATION

Completion time extended because due to extraordinary fire hazard in the Copper Hill Mine area, the State of California, through the Mine Safety Division would not permit timber to be used for the collar of the shaft and insisted on tearing out the wooden collar and top sets and replacing them with concrete. This considerably delayed work down the shaft.

Also, the original proposal was based on 2-shift per day operation but the starting of a Pacific Gas and Electric Company dam in the area (subsequent to the time the application for a loan was made) has drawn off virtually all available labor in the area attracted by the high wages paid by the P. G. & E. The Copper Hill project is of such nature that permanent employment cannot be offered so that the company has been able to get only enough help to work on a 1-shift basis. As accomodations at the Copper Hill Mine do not compare with those offered by the P. G. & E. Co., it will become increasingly difficult for the Copper Hill Mine to hire good men after the rainy season starts. The P. G. & E. dam work will be completed this fall after which there will undoubtedly be plenty of labor available. The 90-day extension of the completion time is believed ample, though much depends upon how early and how severe the coming winter will be.

H. C. Miller, Executive Officer
DMEA Field Team, Region III

Defense Records Administration

GOVERNMENT COPY

APPROVAL OF SUBCONTRACT

To: Mr. R. E. Fitzgerald, Trustee, Copper Hill Mine Venture

That certain contract, a copy of which you have submitted with your request for approval, dated January 10, 1955, between you and Ed Kheyed for the performance of the following work:

Crosscut and drift at the Copper Hill Mine

which is a specific element of the work described in an Exploration Project Contract, dated June 2, 1953, Ida-[illegible], Docket [illegible]-3495 and in Amendment No. 2 thereto, dated November 10, 1953, is hereby approved by the United States of America, subject to all of the terms and conditions relating to such independent contracts set forth in said Exploration Project Contract.

Dated: January 12, 1955.

THE UNITED STATES OF AMERICA

By [signature]
H. C. Miller, Executive Officer
DMEA Field Team, Region III

Copy to: DMEA, Inter Building, Washington (3)
A. C. Johnson, Reno
Finance Officer, Region III
E. H. Bailey, USGS
George Mayor

This agreement entered into this 10th day of January 1953 by and between R. E. Fitzgerald, Trustee of San Francisco and hereinafter referred to as owner and Ed Bloyed of Jackson, California, hereinafter referred to as contractor.

WITNESSETH

That the contractor hereby agrees to furnish all labor and supervision for the performance of certain underground mining as hereinafter specified and described upon the property known as the Jackass Shaft on the Copper Hill property in Amador County, California.

The owner agrees to pay to the contractor for the faithful performance of the work herein required to be performed, the unit price hereinafter set out for each lineal feet of crosscut or drift, as designated below.

Contractor agrees to crosscut or drift at the location and in the direction, to be designated by the owner and as full compensation therefor, shall accept the sum of Twenty Dollars ($20.00) per lineal feet.

The crosscut or drift shall have the minimum dimension of four feet by six feet five inches (4' x 6'5") in the clear.

Owner agrees to furnish the equipment now on the property and necessary material for carrying on the work in a minerlike manner.

The contractor further agrees to furnish all necessary labor for the preliminary work required and at the completion of the contract to remove all pipe, material and equipment from the crosscut and the shaft; also to return rented or borrowed equipment. For this additional labor, owner agrees to pay $75.00 at the beginning of the work and the additional $75.00 on the completion as agreed in contract dated November 1952.

This compensation shall pay for all work done regardless of the number of hours involved as labor or working time.

The completion date shall be March 20, 1953.

In witness whereof we have hereunto set our hands the day and year above written.

Ed. Bloyed

R. E. Fitzgerald

AF-500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 1/5/53

REFERRED TO:

1. Mr Chambers, R 2612
2.
3.
4.

FOR:

..... Action	..... Recommendation
..... Approval	..... Record of .....
..... Comment	..... Referring to .....
..... Conference	..... Reply for signature of .....
..... Consideration	..... Rewriting
..... Filing	..... Signature
..... Instructions	..... Suggestions
..... Investigation	..... Your information
..... Initials	
..... Mailing	
..... Previous correspondence	

REMARKS: See Committee letter dated 1/5/53

Check (X) before the items needing attention.

Frank E. Johnson

Initials of sender.

GPO 16—63815-1

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
DENVER
DEC 1 6 1952

GOVERNMENT COPY

APPROVAL OF SUBCONTRACT

To: Mr. R. E. Fitzgerald, Trustee, Copper Hill Mine Venture

That certain contract, a copy of which you have submitted with your request for approval, dated November 20, 1952, between you and Ed Kloyed for the performance of the following work:

Crosscutting 50 feet at the Copper Hill Mine

which is a specific element of the work described in an Exploration Project Contract, dated June 2, 1952, Idm-E331, Docket No. DMEA-2495 and in Amendment No. 2 thereto, dated November 10, 1952, is hereby approved by the United States of America, subject to all of the terms and conditions relating to such independent contracts set forth in said Exploration Project Contract.

Dated: November 25, 1952

THE UNITED STATES OF AMERICA

By H. C. Miller
H. C. Miller, Executive Officer
DMEA Field Team, Region III

Copy to: DMEA, Washington (3)
A. C. Johnson, Reno
Finance Officer, Region III
E. H. Bailey
George Mayor

RECEIVED
DEC 29 1952
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

This agreement entered into this 20th day of November 1952 by and between R. E. Fitzgerald, Trustee of San Francisco and hereinafter referred to as owner and Ed Bleyed of Jackson, California, hereinafter referred to as contractor.

WITNESSETH

That the contractor hereby agrees to furnish all labor and supervision for the performance of certain underground mining as hereinafter specified and described upon the property known as the Jackass Shaft on the Copper Hill property in Amador County, California.

The owner agrees to pay to the contractor for the faithful performance of the work herein required to be performed, the unit price hereinafter set out for each lineal foot of crosscut, as designated below.

Contractor agrees to crosscut 50 feet at the location and in the direction, to be designated by the owner and as full compensation therefor, shall accept the sum of Twenty Dollars ($20.00) per lineal foot.

The cross cut shall have the minimum dimension of four feet by six feet five inches (4' x 6'5") in the clear.

Owner agrees to furnish the equipment now on the property and necessary material for carrying on the work in a minerlike manner.

The contractor further agrees to furnish all necessary labor for the preliminary work required and at the completion of the contract to remove all pipe, material and equipment from the crosscut and the shaft; also to return rented or borrowed equipment. For this additional labor, owner agrees to pay $75.00 at the beginning of the work and the additional $75.00 on the completion.

This compensation shall pay for all work done regardless of the number of hours involved as labor or working time.

The completion date shall be December 20, 1952.

In witness whereof we have hereunto set our hands the day and year above written.

R. E. Fitzgerald (Trustee)

Ed. Bleyed

Docket No. DMEA 2495

Commodity Zinc-Copper

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

STRATEGIC AND CRITICAL MINERALS EXPLORATION PROGRAM

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

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

Contract No. Idm-E 331

Date of Contract ~~or Amendment~~: June 2, 1952

Name and Address of Operator: R. E. Fitzgerald, Trustee
c/o C. O. Hartwell
209 Post Street
San Francisco, California

Amount of Government participation $ 10,310.00

Percent of Government participation 50 %

Region: III State: California

Please release $1,016.60, Authority, Contract Administration and Audit Division

(Name)
Joy L. Chambers, Chief
Contract Administration and
Audit Division

(Title)

Date Delivered to Bureau of Mines, Washington. April 27, 1953 13808

Docket No. 2495

Commodity Zinc-Copper

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

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c/o C.O. Hartwell
209 Post Street
San Francisco, California

Amount of Government participation $10,310.00

Percent of Government participation 50 %

Region: III State: Calif.

(Name)

for J.D. Chambers
Chief, Contract Administration and Audit Division

(Title)

Date Delivered to Bureau of Mines, Washington. June 2, 1952

13908

MF-200
(June 1951)
(Revised Feb. 1952)

DOCKET NO. DMEA 2495

COMMODITY Zinc - Copper

Idm-E331
GOVERNMENT'S COPY

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

EXPLORATION PROJECT CONTRACT [1]

IT IS AGREED this 2nd day of June, 1952, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] R. E. Fitzgerald, trustee for Copper Hill Mine Venture, a partnership composed of 29 partners listed in Annex I, attached to and made a part hereof.
c/o Dr. C. O. Hartwell
209 Post Street
San Francisco, California
hereinafter called the "Operator," as follows:

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

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of California, County of Amador, described as follows: [3]
Lots 37 and 38, in Section 3 - T. 7 N., R. 9 E.; and Section 34, T. 8 N. R. 9 E.; and see Figure 5, attached to and made a part hereof

the Operator represents and undertakes: [4]

(*a*) [redacted]

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

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

ARTICLE 3. *Exploration project.*—The Operator, within thirty (30) days from the date of this contract shall commence work on a project of exploration for [5] zinc and copper
in or upon the described land; and shall bring the project to completion within a period of 120 days from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided.

ARTICLE 4. *Performance of the work.*—(*a*) *Operator's responsibility.* The work shall be performed efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmens' compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. To the extent specified in Exhibit "A," attached hereto, the work may be performed by independent contractor or contractors; and work not specified in Exhibit "A" for performance by independent contractor may nevertheless be so performed upon amendment of Exhibit "A," as agreed to by the parties, to state the work to be so performed and the estimated unit costs thereof, as provided hereafter.

(*b*) *Independent contracts.*—Any independent contract for the performance of work shall be on a unit-price basis (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved), or on some basis that will indicate the amount due for work performed at any stage of the work to be performed under such independent contract. The Government shall not be nor be considered to be a party to any such independent contract, and the Government's right to terminate the exploration project contract under any of its provisions shall not in any manner be affected by reason of any such independent contract. If the reference in Exhibit "A" to any such independent contract states that the Government's approval thereof is required, the Government may refuse to participate in the cost thereof unless and until it has given its written approval of the independent contract.

(*c*) *Government may inspect.*—The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 5. *Estimated costs of the project.*—A statement of the estimated cost of the project is set forth in Exhibit "A," attached hereto. Except insofar as any item of requirement or the estimated cost thereof set forth in Exhibit "A" is there or elsewhere designated as an "allowable maximum," such items of requirement and of related cost are estimates only, and may be exceeded to the extent that the Government may from time to time approve for the most economic and beneficial performance of the work within the limitation of the total aggregate estimate of costs. The Government's approval of any such excess over the estimate for an item of requirement or related cost will be signified by its approval and payment of any invoice or voucher for payment which expressly calls attention to such excess. Items expressly designated in Exhibit "A" or elsewhere as "allowable maximum," and the total aggregate estimated cost are limitations, and any excess therein will be for the sole account of the Operator in which the Government will not participate.

ARTICLE 6. *Allowable costs of the project.*—(*a*) The costs of the project in which the Government will participate are limited to the following:

(1) *Independent contracts.*—Payments to independent contractors under independent contracts listed in Exhibit "A." The estimated cost of any work to be performed under an independent contract is or shall be included in the estimate of costs in Exhibit "A" in terms of the estimated numbers of units of work to be performed, the estimated amount to be paid per unit, and the estimated total amount to be paid to the independent contractor, and such estimates shall be allowable maximums above which the Government will not contribute. Regardless of the provisions of any such independent contract, the Government will participate in the payments to the independent contractor only on account of work actually performed and that conforms with the provisions of the exploration project contract, and only to the extent that the Government deems the unit prices for the work under the independent contract to be reasonable and necessary. No such independent contract shall have the effect of increasing the estimated total cost of the exploration project contract nor the maximum amount which the Government will pay as provided in the exploration project contract.

(2) *Labor, supervision, consultants.*—Labor, supervision and technical services (including engineering and geological consultants), a schedule of which is included in the estimate of costs set forth in Exhibit "A." The requirements and related estimated costs for supervision and technical services are allowable maximums.

(3) *Operating materials and supplies.*—Necessary materials and supplies including items of equipment costing less than $50.00 each, and power, water, and fuel, a schedule of which is included in the estimate of costs in Exhibit "A."

(4) *Operating equipment.*—Any operating equipment to be rented or purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or the allowable depreciation, as the case may be, a schedule of which is included in Exhibit "A." Any items listed as owned and to be furnished by the Operator, and related initial allowable depreciation, are allowable maximums.

(5) *Rehabilitation and repairs.*—Any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and to be devoted to the purposes of the exploration contract, a schedule of which is included in the estimate of costs set forth in Exhibit "A." These items are allowable maximums.

(6) *New buildings, improvements, installations.*—Any necessary buildings, fixed improvements, or installations to be purchased, installed, or constructed for the purposes of the exploration work, with the estimated cost of each, a schedule of which is included in the estimate of costs in Exhibit "A." All of these items are allowable maximums.

(7) *Miscellaneous.*—Repairs to and maintenance of operating equipment (not including initial rehabilitation or repairs of the Operator's equipment), analytical work, accounting, workmen's compensation and employers' liability insurance and payroll taxes.

(8) *Contingencies.*—Such other necessary, reasonable direct costs of performing the exploration work, within the limit of the total aggregate estimate of costs, whether or not included in any schedule of costs in Exhibit "A," as may be approved by the Government in the course of the work, as indicated by its approval and payment of invoices and vouchers.

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

(*b*) The Government's payments in all cases will be based on actual, necessary costs (including contract unit prices) incurred not in excess of any "allowable maximum," and not in excess of the fixed percentage of the total aggregate estimated cost. Costs will be considered to be incurred only as they are or become due and payable.

(*c*) No items of general overhead, corporate management, interest, taxes (other than payroll and sales taxes) or any other indirect costs, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

ARTICLE 7. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operators shall provide the Government with monthly reports of work performed and costs (including contract unit prices) incurred under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of costs incurred on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

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

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

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of 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. Upon the completion of the project or termination of the contract the Operator shall render a final account as provided in Article 12.

ARTICLE 8. *Payments by the Government.*—(*a*) The Government will pay 50 percent of the allowable costs incurred, as they accrue, in an aggregate total amount not in excess of $10,310.00, which is 50 percent of $20,620.00, the agreed, estimated total cost of the project in which the Government will participate; *Provided,* that until the Operator's final report and final accounting have been rendered to the Government, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract.

(*b*) The Government may make any payment or payments direct to independent contractors and to suppliers, for the account of the Operator, rather than to the Operator.

ARTICLE 9. *Repayment by Operator.*—(*a*) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than 6 months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

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

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

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

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

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

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

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

ARTICLE 11. *Title to and disposition of property.*—All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

ARTICLE 12. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall dispose of any remaining materials, supplies, facilities, buildings, fixtures, and equipment in which the Government has an interest, for the joint account of the Operator and the Government in the proportion of their respective interests; shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; and shall pay to the Government its pro rata share of any money remaining.

ARTICLE 13. *Changes and added provisions.* _____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By O O Mittendorf
Acting Administrator
Defense Minerals Exploration
Administration

Copper Hill Mine Venture
(Operator)

By R E Fitzgerald (Trustee)
R. E. Fitzgerald (Trustee)

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

_____

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66328-1

ANNEX I

LIST OF PARTNERS IN COPPER HILL MINE VENTURE

Name	Address: California
Battaglieri, J.	San Francisco
Bodwell, D.	Watsonville
Boragno, R.	San Francisco
Coke, H. W.	Jamestown
Ennor, P.	San Francisco
Fagerston, E.	San Francisco
Farrell, D.	Stockton
Fitzgerald, R. E.	San Francisco
Green, H.	San Francisco
Griffith, A. B.	San Francisco
Grover, G.	San Francisco
Harris, B.	Los Angeles
Hartwell, E.	San Francisco
Hornstein, G.	San Francisco
Hornstein, H.	San Francisco
Howard, E. D.	San Francisco
Lanning, A. B.	San Francisco
Lomeka, S.	Oakland
Luenberger	San Francisco
Mulleague, R.	Quincy
Robertson, A.	San Francisco
Rouse, R.	Watsonville
Schmitz, C.	San Francisco
Scott, M.	San Francisco
Simpson, R.	San Francisco
Smith, V.	Watsonville
Thomas, R.	San Francisco
Tuck, R.	San Francisco
Zumsteg, J.	Santa Barbara

EXPLORATION PROJECT CONTRACT
R. E. FITZGERALD, TRUSTEE FOR
COPPER HILL MINE VENTURE
DOCKET NO. DMEA-2495

EXHIBIT "A"

Description of the Work

The purpose of this work is to determine the extent of a body of zinc-copper ore indications of which have been found in a diamond drill hole.

The work will consist of unwatering and retimbering the shafts; sinking the shaft 115'; crosscutting 22' to the hanging wall; and drifting 75' each way, or 150', on the vein. See attached map.

Estimate of Costs
(* Indicates allowable maximum)

(1) Independent Contracts

None

(2) Labor, Supervision, Consultants

Sinking and timbering (115')	$7,245.00*	
Crosscutting (22')	600.00*	
Drifting (150')	3,865.00*	
NOTE: The lump sum estimate for each item of work listed under this category includes all costs of labor, supervision, operating materials and supplies.		
Engineering	500.00*	$12,210.00*

(3) Operating Materials and Supplies

Schedule waived. Costs under this category are included in total estimated cost of each work item listed under (2) Labor, Supervision and Consultants, (5) Rehabilitation and Repairs, and (6) New Buildings, Improvements and Installations.

(4) Operating Equipment

To be purchased:

Pipe and fittings, drill-steel, bits, rails and fittings, turn sheet, mine skip		$ 1,095.00

To be rented:

365' CFM compressor	$1,095.00	
Pump	150.00	
Truck	150.00	
Rock Drills	180.00	
Air Receiver	45.00	1,620.00

To be furnished by Operator:

None

NOTE: Hoist, drill column, hoses, tools, to be furnished by Operator at no charge.

(5) Rehabilitation and Repairs:

Unwater and rehabilitate 125' shaft including all costs of labor, supervision, materials and supplies		3,125.00*

(6) New Buildings, Improvements, Installations

Head frame, hoist house, including all costs of labor, supervision, materials and supplies		1,270.00*

(7) Miscellaneous

Social Security, Compensation Insurance sales tax, etc.	$1,000.00	
Assaying $150.00, Accounting $150.00	300.00	1,300.00
Total cost of project		$20,620.00*
Government participation @ 50%		$10,310.00*

Summary

Labor, supervision, consultants, materials and supplies	$12,210.00
Operating equipment	2,715.00
Rehabilitation and repairs	3,125.00
New buildings, improvements, installations	1,270.00
Miscellaneous	1,300.00
Total cost of project	$20,620.00*
Government's participation @ 50%	$10,310.00*

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of CALIFORNIA, County of AMADOR, which is the subject of a proposed Exploration Project Contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government", and

1/ R. E. FITZGERALD, TRUSTEE

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said Contract which are set forth on the reverse side hereof, the Government will acquire certain rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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

1. The Government's equity in and right to remove facilities, buildings, fixtures, and equipment, as provided in the Contract, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned.

2. The Government's percentage royalty on net smelter returns or other net proceeds realized from ore, concentrates, or metal produced within ten (10) years from the date of the Contract, and the Government's lien for the payment of said percentage royalty shall attach to the mineral deposit and the production therefrom, in the amount of the Government's contribution, not in excess of 2/ $ 10,310.00, all upon the terms and conditions set forth in said Contract.

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

Dated this TENTH (10) day of APRIL, 195.

Stanley L Van Vleck

Gordon K Van Vleck

1/ Insert the name of the Operator as it will appear in the Exploration Project Contract.

2/ Insert the maximum amount of the Government's contribution.

10919

RELEVANT CONTRACT PROVISIONS

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.

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 (1-1/2) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1-1/2) percent, plus one-half (1/2) percent for each additional 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.

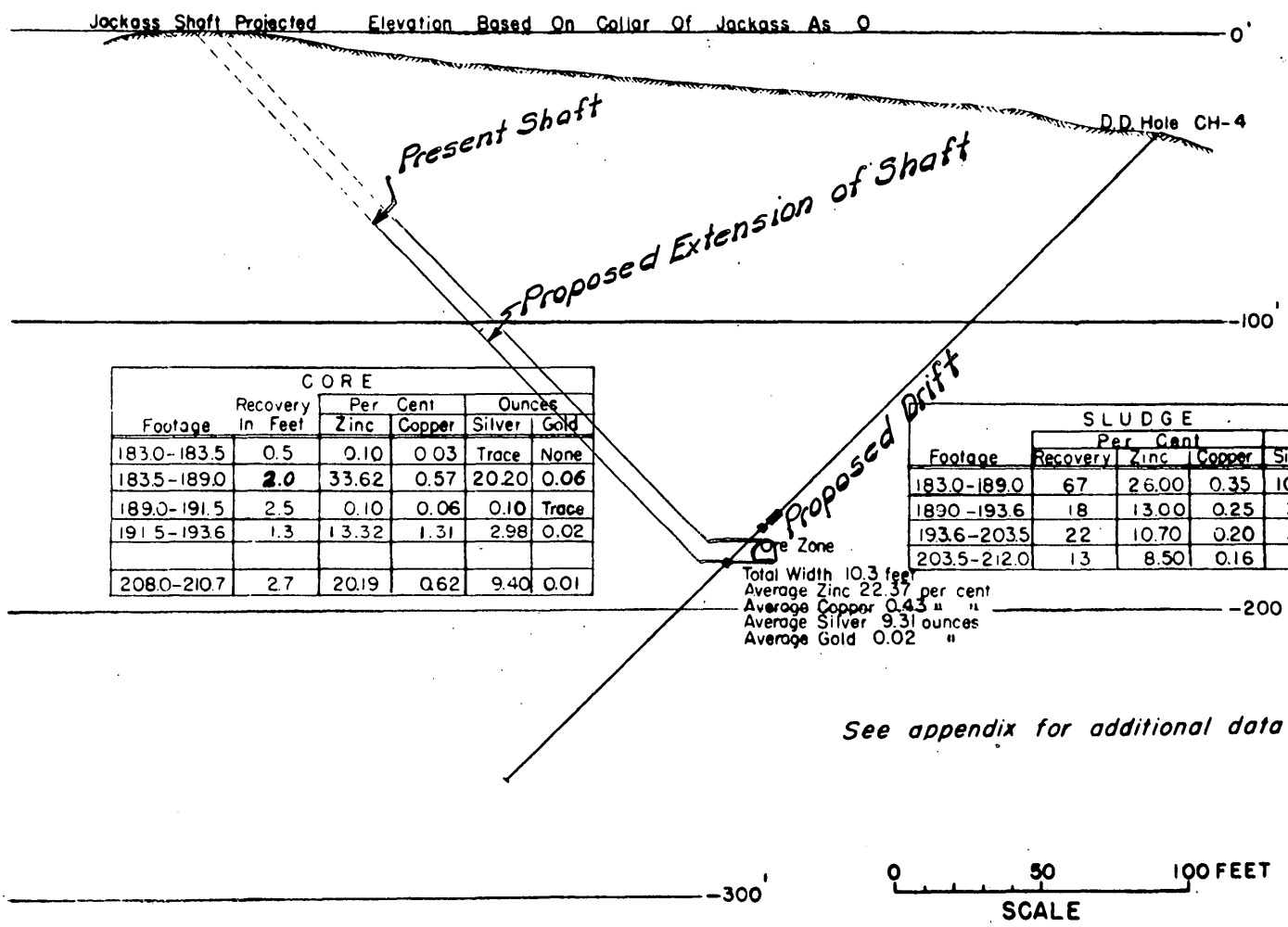
This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year 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.

INVESTIGATION OF WEST BELT COPPER-ZINC MINES

EL DORADO, AMADOR, CALAVERAS, AND MARIPOSA COUNTIES, CALIF.

BY FRANK J. WIEBELT, W. C. SANBORN, R. R. TRENGOVE, AND SPANGLER RICKER

* * * * * * * * * Report of Investigations 4760



CORE					
Footage	Recovery In Feet	Per Cent Zinc	Per Cent Copper	Ounces Silver	Ounces Gold
183.0-183.5	0.5	0.10	0.03	Trace	None
183.5-189.0	2.0	33.62	0.57	20.20	0.06
189.0-191.5	2.5	0.10	0.06	0.10	Trace
191.5-193.6	1.3	13.32	1.31	2.98	0.02
208.0-210.7	2.7	20.19	0.62	9.40	0.01

SLUDGE					
Footage	Per Cent Recovery	Per Cent Zinc	Per Cent Copper	Ounces Silver	Ounces Gold
183.0-189.0	67	26.00	0.35	10.15	0.03
189.0-193.6	18	13.00	0.25	3.80	0.005
193.6-203.5	22	10.70	0.20	3.10	0.02
203.5-212.0	13	8.50	0.16	3.20	0.01

Figure 6. - Section through drill hole CH-4, Copper Hill mine, Amador County.

Work on manuscript completed October 1950. The Bureau of Mines will welcome reprinting of this paper, provided the following footnote acknowledgment is made: "Reprinted from Bureau of Mines Report of Investigations 4760."

UNITED STATES DEPARTMENT OF THE INTERIOR
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BUREAU OF MINES
James Boyd, Director

February 1951

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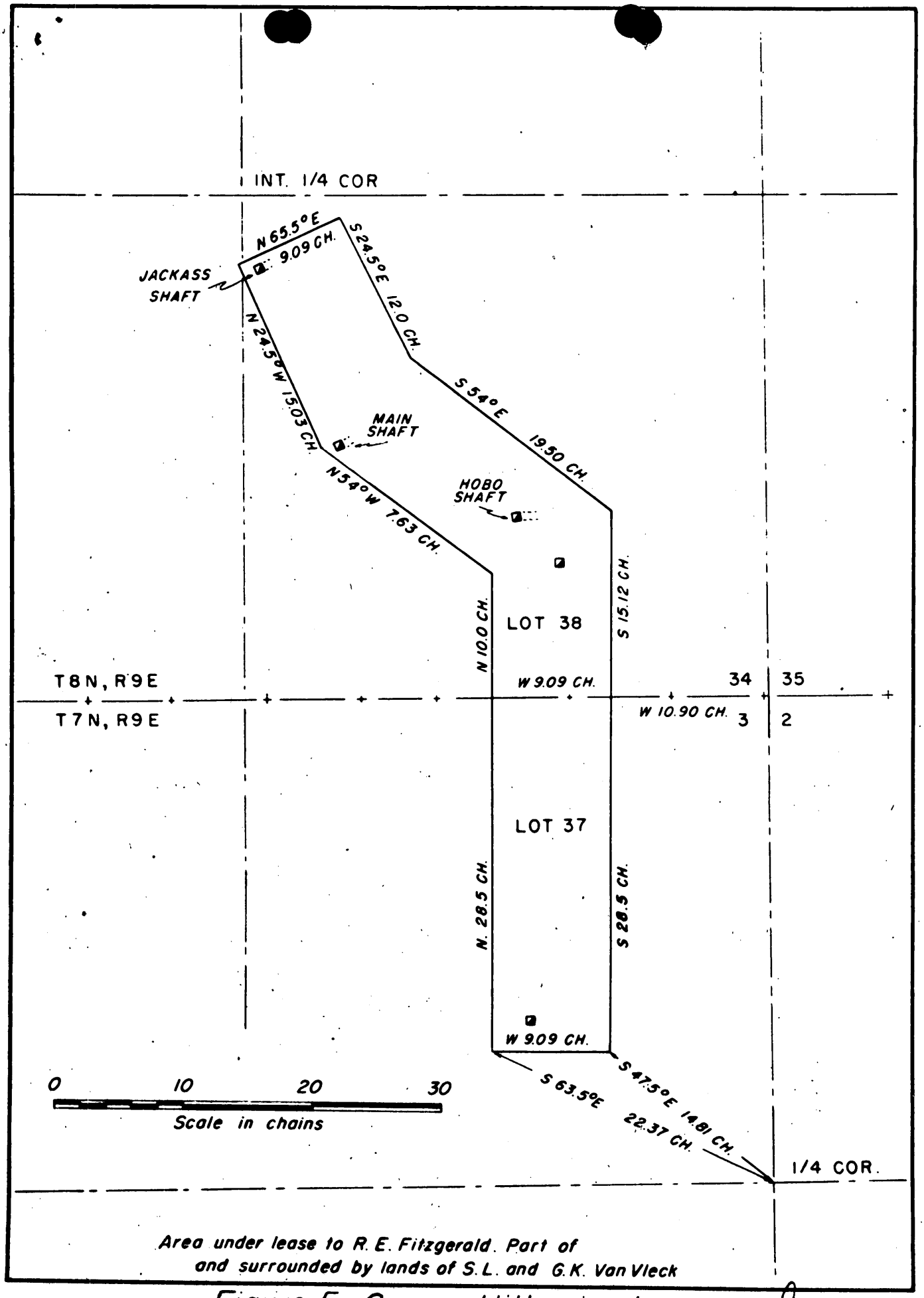

Figure 5 - Copper Hill mine lease

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