MME Form 9
Rev. Mar. 59

UNITED STATES
DEPARTMENT OF THE INTERIOR
Office of Minerals Exploration

OFFICIAL DOCKET FILE

Contract No. 14-23-2147 Docket No. MME-6187

Application
- [ ] Denied
- [ ] Withdrawn

Contract
- [x] Terminated - Not Certified
- [ ] Terminated - Certified
- [ ] Cancelled
- [ ] Royalty Agreement

The records contained in this file are marked (x) and arranged in this order:

Folder No. 1:

Left Side

- [ ] Royalty Audits
- [ ] Certification of Discovery
- [x] Closing Letter 3-10-64
- [x] Cost Audits 2-5-64
- [x] Termination ~~Notice or~~ Agreement 10-18-63
- [ ] Recision Notice effective 6-28-63
- [ ] Assignment of Contract
- [x] Contract Amendments
- [xx] Contract with all exhibits and annexes 5-7-62
- [ ] Owner's Consent to Lien and Subordination Agreement
- [x] Application and Attachments

Right Side

- [x] Project Summary (final) 3-11-64
- [x] Work Completed Analysis (final)
- All other material filed in chronological order including the following reports if checked:
- [ ] Field Team Semiannual Report for Certified Project
- [x] Final Field Team Report (Tab)
- [x] Operator's Final Report (Tab)
- [x] Interim Field Team Reports
- [x] Operator's monthly reports and all attachments
- [xx] On-site Exam. Report (Tab) January 1962
- [ ] Settlement Sheets
- [ ] Drill Logs

Additional Folders:

Left Side

Folders No._____: Reports
- [ ] Analysis of Semiannual Inspection Reports
- [ ] Project Summary (Interim) by MME Engineers

Right Side

- [ ] Field Team Semiannual Report for Certified Project
- [ ] Field Team Interim Reports
- [ ] Operator's Monthly Reports with Transmittal, Narrative and Maps

Folders No._____: Maps (Use pocket folder or envelope)

Folders No._____: Settlement Sheets

Folders No._____: Drill Logs

Folders No._____: Royalty Material

52615

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
	[illegible]	500
3/00	[illegible]	800
	[illegible]	120
3/10	[illegible]	110
	[illegible]	100
3/10	[illegible]	220
		500

MAR 1 0 1964

Mrs. Nettie M. Brainerd
R.F.D. 1852
Loomis, California

Re: GME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Dear Mrs. Brainerd:

Reference is made to your terminated exploration contract with the Government.

We sincerely regret that the work performed did not result in a certification of possible production under the provisions of the contract. In the absence of such certification, the Government 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.

We appreciate your interest and participation in the GME exploration program.

Sincerely yours,

George Fumich, Jr.

Acting Director

MMerrithew/mm (3/9/64)
cc: Director's Reading File
CA&A Division
Region II
Docket

23263

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Stanley E. Brainerd & Nettie M. Brainerd
P. O. Box 398
Loomis, California

pertaining to Exploration Contract 14-23-090-2147, OME No. 6187, including Amendment No. 1, for October 1962 to May 1963, inclusive, covering a gold project at the Angle Liberty Mine, Sierra County, California.

My review included an examination of the Monthly Vouchers (MME Forms 60) and supporting documents, comparison of the claimed costs with the contract and pertinent schedules, confirmation of work performed by reference to reports and correspondence, and a determination of the reasonableness and propriety of the costs.

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

All of the acceptable costs were under a contract provision for contribution by the Government on the basis of fixed unit costs of work performed.

The findings of this review are stated in the following summary and the attached schedule:

Total cost billed by Operator			$6,067.00
Exceptions:			
Prior to this review	$280.00		
Less: Reinstatements	280.00	$ -0-	
Herewith		-0-	-0-
Total acceptable cost			$6,067.00

The contract calls for a 50 percent contribution of the allowable costs by the Government. Therefore, if the project is otherwise accepted as having met the terms of the contract, payments as follows are valid and proper:

Payable on audited claim	$3,033.50
Paid to date	2,280.00
Balance due Operator	$ 753.50

E. D. Talbert

E. D. Talbert, OME Auditor

February 5, 1964

14-23-090-2147 Stanley E. & Nettie M. Brainerd OMR-6187

Exceptions prior to this review, reinstated:

Repair of access roads with drainage trenches by hand labor, 160 hrs. @ $1.75, claimed in December 1962 MMR Forms 60 and 61, subsequently authorized by Amendment No. 1	$ 280.00

Acceptable costs:

Road repair, 160 hrs. @ $1.75	$ 280.00
Rehabilitation of camp buildings, 1 job	600.00
Drifting and crosscutting, 142 ft. @ $36.00	5,112.00
Timbering, 10 ft. @ $7.50	75.00
Total	$6,067.00

Government's Copy

EXPLORATION CONTRACT
STANLEY E. AND NETTIE M. BRAINERD
OME-6187

TERMINATION AGREEMENT

It is agreed this 18th day of October, 1963, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and Stanley E. and Nettie M. Brainerd, hereinafter called the "Operator," parties to that certain Exploration Contract No. 2147 (OME-6187), dated May 7, 1962, as amended, hereinafter called the "Contract," that

1. Effective June 28, 1963, the contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

2. The Government shall contribute only to the unit costs of the work performed prior to said effective date.

3. The Operator shall promptly perform all winding-up and settlement actions provided for in the contract, including furnishing to the Government a final report (in addition to the final monthly report) which shall include a geological and an engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the related cost units thereof.

4. All rights of the Government respecting certification of possible production, percentage royalty and liens to secure payment thereof, reports (including preservation of the Operator's records) accounts, audits, and the right to recover any overpayment are hereby preserved.

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

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

THE UNITED STATES OF AMERICA

By George Turnicho
Director, Office of Minerals Exploration

Long
App'd. Sol. Off.
Murphy
Talbert
Selfridge
Johnson

STANLEY E. AND NETTIE M. BRAINERD

By Nettie M. Brainerd
Nettie M. Brainerd

Government's Copy

EXPLORATION CONTRACT
STANLEY E. AND NETTIE M. BRAINERD
OME-6187

AMENDMENT NO. 1

It is agreed this 25th day of February, 1963, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter referred to as the "Government," and Stanley E. and Nettie M. Brainerd, hereinafter referred to as the "Operator," that Exploration Contract No. 2147 (OME-6187), dated May 7, 1962, is amended, effective May 7, 1962, as follows:

1. In Article 1(b) the estimated total cost of the work is revised to read $15,080.00, and the Government's maximum contribution is revised to read $7,540.00.

2. In Exhibit A:

(a) Under the heading "Description of the Work", the first paragraph is deleted and the following is substituted in lieu thereof.

"An access road with drainage trenches, located approximately as shown in red color on the attached Figure 1, shall be repaired. The Government will contribute to repair costs of not to exceed 160 hours at a rate of not to exceed $1.75 per hour."

(b) Under the heading "Estimated Cost of the Project", the first cost item is deleted and the following is substituted in lieu thereof.

Road repair, 160 hours @ $1.75 per hour $280.00

The Total Estimated Cost of the Project is decreased from $16,200.00 to $15,080.00 and the Government Participation @ 50% is decreased from $8,100.00 to $7,540.00.

This amendment shall not be construed to increase the fixed unit cost of any item of work.

Grusard
Talbot
Selfridge
Johnson

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By George Turnick Jr
Director, Office of Minerals Exploration

NETTIE M. BRAINERD

By Nettie M. Brainerd

MAR 1963
BUREAU OF MINES

MME Form 51
Feb. 1959

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Government's Copy

EXPLORATION CONTRACT
(Short Form)

Docket No.	Commodity	Contract No.	County	State
OME -6187	Gold	14-23-090- 2147	Sierra	California

It is agreed MAY - 7 1962 (Date), between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and

Stanley E. Brainerd and Nettie M. Brainerd

whose mailing address is R.F.D. 1852, Loomis, California, hereinafter called the "Operator," as follows:

ARTICLE I. Authority and scope.--(a) This contract, entered into under the authority of Public Law 701, 85th Cong., 2d sess. (72 Stat. 700; 30 U.S.C. § 641 - 646), consists of this form, the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed. The work is a search for new or unexplored deposits of the commodity designated above. The Operator shall begin the work on or before AUG 7 (Date), and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within ~~6~~ 15 months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the work is $16,200.00 The Government will contribute 50 percent of the total fixed unit costs of the work performed, not in excess of $8,100.00 in accordance with the provisions of Articles 4 and 5.

(c) Interest computation.--Simple interest computed annually at the rate of 6 percent shall accrue from the dates Federal funds are made available until the period specified for payment of royalty expires, or until the amount of Federal funds contributed is fully repaid with interest.

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

ARTICLE 2. Operator's rights in land.--(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's right of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances:

None

(b) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above and (if the Operator does not hold the legal title) the Lien Agreement of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached as follows:

None

(c) The Operator shall preserve and maintain his right, title, or interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a royalty on production and liens for the payment thereof. Two true copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

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

(b) Government may inspect.--The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract and production operations during the period that royalty is payable to the Government. The Operator shall provide the Government with all reasonable means of access for such inspections.

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

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

(b) Monthly reports.--The Operator shall provide the Government with five copies of monthly reports in three sections as follows:

(1) Operator's Monthly Voucher claiming costs for work performed;

(2) Operator's Progress Report showing the number of units of the various types of work performed; and

(3) a narrative report of the work performed during the reporting period, including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground.

(Forms for reporting under (1) and (2) above will be provided by the Government.)

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

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

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

ARTICLE 6. Repayment by Operator.--(a) Certification.--If the Government considers that mineral or metal production from the land covered by the contract may be possible as a result of the exploration work, it shall so certify in writing to the Operator at any time not later than six months after a sufficient final report and final accounting (see Article 5) have been furnished.

(b) Royalty on production.--The Operator, whether or not the producer (for example, if the Operator either transfers or does not retain his interest in the land), shall pay to the Government a royalty on all minerals and metals mined or produced from the land as follows:

(1) irrespective of any certification of possible production--from the date of the contract until the lapse of the time within which the Government may issue such certification or until the total net amount contributed by the Government is fully repaid with interest, whichever occurs first; or

(2) if the Government issues a certification of possible production--for a period of ten years from the date of the contract or until the total net amount contributed by the Government is fully repaid with interest, whichever occurs first.

(c) Payment of royalty.--(1) The Government's royalty shall be five percent of the [redacted] gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrate, metal, or equivalent), at the point of delivery (the f.o.b. point); except, that charges of the buyer arising in the regular course of business and shown as deductions on the buyer's settlement sheets (such as treatment processes performed by the buyer, sampling and assaying to determine the value of the production sold, and freight payable by the buyer to a carrier (not the Operator)), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. No costs of the Operator are deductible in arriving at the "gross proceeds" as that term is here used.

The term "treatment processes" means those processes (such as milling, concentrating, smelting, refining, or equivalent, but excluding fabricating or manufacturing) applied to the crude ore or other production after it is extracted from the ground to put it into a commercially marketable form.

(2) The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be.

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

(e) Lien for payment.--To secure the payment of royalty (see Article 6(b)), the Operator hereby grants to the Government a lien upon his interest in the land and upon any production of minerals and metals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

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

(g) No obligation to produce.--Nothing in this contract shall be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

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

ARTICLE 7. Termination of the Government's Obligations.--(a) If the Government determines that operations at any time have failed to achieve anticipated results and further work is not justified, the Government may give the Operator written notice thereof, and thereupon:

(1) the Government shall be free of all obligation to pay on account of units of work not then performed; and

(2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to final accounting and reporting.

(b) If the Government determines that the Operator is in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon:

(1) the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and

(2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to final accounting and reporting.

The Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

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

(d) The determinations of the Government are subject to appeal under Article 11.

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

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

See Article 14

~~ARTICLE 10. Nondiscrimination.--In connection with the performance of work under this contract, the Operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Government setting forth the provisions of the nondiscrimination clause.~~

~~The Operator further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.~~

ARTICLE 11. Disputes.--Any dispute arising under this contract which is not disposed of by agreement shall be decided by the Director, Office of Minerals Exploration, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Operator. The decision of the Director, Office of Minerals Exploration, shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Operator mails or otherwise furnishes to the Director, Office of Minerals Exploration, a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

The term "Director, Office of Minerals Exploration," as used herein includes his duly authorized representative.

ARTICLE 12. Eight-Hour Law of 1912--Overtime compensation.--This contract, to the extent that it is of a character specified in the Eight-Hour Law of 1912, as amended (40 U. S. Code 324—326) and is not covered by the Walsh-Healey Public Contracts Act (41 U. S. Code 35—45), is subject to the following provisions and exceptions of said Eight-Hour Law of 1912, as amended, and to all other provisions and exceptions of said Law:

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Operator or any independent contractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every laborer and mechanic employed by the Operator or any independent contractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day; and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause, and all penalties thus imposed shall be withheld for the use and benefit of the Government.

ARTICLE 13. Copeland (Anti-Kickback) Act--Nonrebate of wages.--The regulations of the Secretary of Labor applicable to contractors and subcontractors (29 CFR, Part 3), made pursuant to the Copeland Act, as amended (40 U. S. C. 276c) and to aid in the enforcement of the Anti-Kickback Act (18 U. S. C. 874) are made a part of this contract by reference. The Operator will comply with these regulations and any amendments or modifications thereof and will be responsible for the submission of affidavits required of independent contractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

ARTICLE 14. Changes and added provisions.--

The provisions governing performance of work under Government contracts, as set out in Section 301 of Executive Order 10925, dated March 6, 1961 (a copy of which is attached hereto as Exhibit B and by reference hereby incorporated and made a part of this contract), shall be applicable to this contract, and shall be included in all contracts executed by the Operator for the performance of work contemplated by this contract, and for that purpose the term "contract" shall be deemed to refer to this instrument and to contracts awarded by the Operator and the term "contractor" shall be deemed to refer to the Operator and to contractors awarded contracts by the Operator.

Executed in quintuplicate the day and year first above written.

By: x Stanley E Brainerd
Stanley E. Brainerd

THE UNITED STATES OF AMERICA

By: x Nettie M. Brainerd
Nettie M. Brainerd

By George Turnick
Director, Office of Minerals Exploration

Selfridge Johnson

EXPLORATION CONTRACT
STANLEY E. BRAINERD AND NETTIE M. BRAINERD
OME-6187

ANNEX I

The land referred to in Article 2 of the contract comprises one unpatented lode mining claim, with all rights pertaining thereto, known as the Angle Liberty Quartz Claim, located in the NE$\frac{1}{4}$, sec. 4, T. 18 N., R. 10 E., Mount Diablo Base and Meridian, Alleghany mining district, Sierra County, California, and recorded in Book 18199, at page 192, of the records of the County Recorder, Downieville, California.

The claim is shown in blue color on the attached Figure 1, titled "General Sketch of Angle Liberty, Oriental and Kenton Mines, as they lay along contact, Stanley Brainerd, Loomis, Cal.," attached hereto and made a part hereof. The Operators are the owners of the claim as joint tenants.

EXPLORATION CONTRACT
STANLEY E. BRAINERD AND NETTIE M. BRAINERD
OME-6187

EXHIBIT A

The purpose of the project is to explore, by crosscutting and drifting, for ores of gold occurring in quartz veins along and near a contact between serpentine and schistose gabbro in the Angle Liberty Mine.

General Conditions

All significantly mineralized areas traversed in the crosscutting and drifting shall be sampled by cutting channels normal to their trends at intervals of not more than ten feet. Each sample shall be split as necessary and assayed for gold. The Operator shall store one split in a suitable container properly identified as to the location where it was obtained. The stored samples shall be made available for Government inspection and possible use. With prior Government approval, the Operator may dispose of the stored samples.

True copies of assay certificates for all samples shall be submitted with the Operator's monthly report which shall also include a map or sketch showing the work completed during the reporting period. The map or sketch should show the general geological formations traversed and the location and assay value of the samples taken.

The Operator shall provide such supervisory and technical services as may be required to complete the work in a satisfactory manner.

Description of the Work

An access road with drainage trenches, located approximately as shown in red color on the attached Figure 1, shall be repaired, using a bulldozer of not less than D-7 or equivalent size of another make. The Government will contribute to bulldozing costs of not to exceed 100 hours.

Camp buildings, including cabin, compressor house, and tool house, shall be repaired and reconditioned.

The present adit crosscut shall be extended approximately 50 feet to intersect the vein zone and serpentine contact, and drifts shall be driven about 40 feet southwesterly and 260 feet northeasterly along the vein zone, all as approximately shown in red color on Figure 2, titled "Plan Map Angle Liberty Mine," attached hereto and made a part hereof.

Drifts and crosscuts shall be not less than 5 feet wide and 7 feet high in the clear of timber and shall be timbered as necessary, using standard drift sets consisting of not less than 8 by 8 inch timber, or the equivalent in round timber.

The Government will contribute to the cost of not to exceed 350 feet of drifting and crosscutting, 200 feet of drift and crosscut timbering, and the assaying of 50 samples for gold.

Estimated Cost of the Project

Fixed Unit Costs

Bulldozing, 100 hours, @ $14.00/hr.	$ 1,400.00	
Drifting and crosscutting, 350 feet, @ $36.00/ft.	12,600.00	
Timbering drifts and crosscuts, 200 feet @ $7.50/ft.	1,500.00	
Repairing and reconditioning camp buildings, job	600.00	
Assaying 50 samples for gold, including sacks and transportation of samples, @ $2.00/sample	100.00	
Total Estimated Cost of the Project		$16,200.00
Government Participation @ 50%		$ 8,100.00

Presidential Documents

Title 3—THE PRESIDENT

Executive Order 10925

ESTABLISHING THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY

WHEREAS discrimination because of race, creed, color, or national origin is contrary to the Constitutional principles and policies of the United States; and

WHEREAS it is the plain and positive obligation of the United States Government to promote and ensure equal opportunity for all qualified persons, without regard to race, creed, color, or national origin, employed or seeking employment with the Federal Government and on government contracts; and

WHEREAS it is the policy of the executive branch of the Government to encourage by positive measures equal opportunity for all qualified persons within the Government; and

WHEREAS it is in the general interest and welfare of the United States to promote its economy, security, and national defense through the most efficient and effective utilization of all available manpower; and

WHEREAS a review and analysis of existing Executive orders, practices, and government agency procedures relating to government employment and compliance with existing non-discrimination contract provisions reveal an urgent need for expansion and strengthening of efforts to promote full equality of employment opportunity; and

WHEREAS a single governmental committee should be charged with responsibility for accomplishing these objectives:

NOW, THEREFORE, by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

PART I—ESTABLISHMENT OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY

SECTION 101. There is hereby established the President's Committee on Equal Employment Opportunity.

SEC. 102. The Committee shall be composed as follows:

(a) The Vice President of the United States, who is hereby designated Chairman of the Committee and who shall preside at meetings of the Committee.

(b) The Secretary of Labor, who is hereby designated Vice Chairman of the Committee and who shall act as Chairman in the absence of the Chairman. The Vice Chairman shall have general supervision and direction of the work of the Committee and of the execution and implementation of the policies and purposes of this order.

(c) The Chairman of the Atomic Energy Commission, the Secretary of Commerce, the Attorney General, the Secretary of Defense, the Secretaries of the Army, Navy and Air Force, the Administrator of General Services, the Chairman of the Civil Service Commission, and the Administrator of the National Aeronautics and Space Administration. Each such member may designate an alternate to represent him in his absence.

(d) Such other members as the President may from time to time appoint.

(e) An Executive Vice Chairman, designated by the President, who shall be *ex officio* a member of the Committee. The Executive Vice Chairman shall assist the Chairman, the Vice Chairman and the Committee. Between meetings of the Committee he shall be primarily responsible for carrying out the functions of the Committee and may act for the Committee pursuant to its rules, delegations, and other directives. Final action in individual cases or classes of cases may be taken and final orders may be entered on behalf of the Committee by the Executive Vice Chairman when the Committee so authorizes.

SEC. 103. The Committee shall meet upon the call of the Chairman and at such other times as may be provided by its rules and regulations. It shall (a) consider and adopt rules and regulations to govern its proceedings; (b) provide generally for the procedures and policies to implement this order; (c) consider reports as to progress under this order; (d) consider and act, where necessary or appropriate, upon matters which may be presented to it by any of its members; and (e) make such reports to the President as he may require or the Committee shall deem appropriate. Such reports shall be made at least once annually and shall include specific references to the actions taken and results achieved by each department and agency. The Chairman may appoint sub-committees to make special studies on a continuing basis.

PART II—NONDISCRIMINATION IN GOVERNMENT EMPLOYMENT

SECTION 201. The President's Committee on Equal Employment Opportunity established by this order is directed immediately to scrutinize and study employment practices of the Government of the United States, and to consider and recommend additional affirmative steps which should be taken by executive departments and agencies to realize more fully the national policy of nondiscrimination within the executive branch of the Government.

SEC. 202. All executive departments and agencies are directed to initiate forthwith studies of current government employment practices within their responsibility. The studies shall be in such form as the Committee may prescribe and shall include statistics on current employment patterns, a review of current procedures, and the recommendation of positive measures for the elimination of any discrimination, direct or indirect, which now exists. Reports and recommendations shall be submitted to the Executive Vice Chairman of the Committee no later than sixty days from the effective date of this order, and the Committee, after considering such reports and recommedations, shall report to the President on the current situation and recommend positive measures to accomplish the objectives of this order.

SEC. 203. The policy expressed in Executive Order No. 10590 of January 18, 1955 (20 F.R. 409), with respect to the exclusion and prohibition of discrimination against any employee or applicant for employment in the Federal Government because of race, color, religion, or national origin is hereby reaffirmed.

SEC. 204. The President's Committee on Government Employment Policy, established by Executive Order No. 10590 of January 18, 1955 (20 F.R. 409), as amended by Executive Order No. 10722 of August 5, 1957 (22 F.R. 6287), is hereby abolished, and the powers, functions, and duties of that Committee are hereby transferred to, and henceforth shall be vested in, and exercised by, the President's Committee on Equal Employment Opportunity in addition to the powers conferred by this order.

PART III—OBLIGATIONS OF GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

SUBPART A—CONTRACTORS' AGREEMENTS

SECTION 301. Except in contracts exempted in accordance with section 303 of this order, all government contracting agencies shall include in every government contract hereafter entered into the following provisions:

"In connection with the performance of work under this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor,

state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The contractor will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

SEC. 302. (a) Each contractor having a contract containing the provisions prescribed in section 301 shall file, and shall cause each of its subcontractors to file, Compliance Reports with the contracting agency, which will be subject to review by the Committee upon its request. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Committee may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or other representative of workers, the Compliance Report shall include such information as to the labor union's or other representative's practices and policies affecting compliance as the Committee may prescribe: *Provided,* that to the extent such information is within the exclusive possession of a labor union or other workers' representative and the labor union or representative shall refuse to furnish such information to the contractor, the contractor shall so certify to the contracting agency as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Committee may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent of any labor union or other workers' representative with which the bidder or prospective contractor deals, together with supporting information, to the effect that the said labor union's or representative's practices and policies do not discriminate on the grounds of race, color, creed, or national origin, and that the labor union or representative either will affirmatively cooperate, within the limits of his legal and contractual authority, in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or representative shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement.

SEC. 303. The Committee may, when it deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including the provisions of section 301 of this order in any specific contract, subcontract, or purchase order. The Committee may, by rule or regulation, also exempt certain classes of contracts, subcontracts, or purchase orders (a) where work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (b) for standard commercial supplies or raw materials; or (c) involving less than specified amounts of money or specified numbers of workers.

SUBPART B—LABOR UNIONS AND REPRESENTATIVES OF WORKERS

SEC. 304. The Committee shall use its best efforts, directly and through contracting agencies, contractors, state and local officials and public and private agencies, and all other available instrumentalities, to cause any labor union, recruiting agency or other representative of workers who is or may be engaged in work under government contracts to cooperate with, and to comply in the implementation of, the purposes of this order.

SEC. 305. The Committee may, to effectuate the purposes of section 304 of this order, hold hearings, public or private, with respect to the practices and policies of any such labor organization. It shall from time to time submit special reports to the President concerning discriminatory practices and policies of any such labor organization, and may recommend remedial action if, in its judgment, such action is necessary or appropriate. It may also notify any Federal, state, or local agency of its conclusions and recommendations with respect to any such labor organization which in its judgment has failed to cooperate with the Committee, contracting agencies, contractors, or subcontractors in carrying out the purposes of this order.

SUBPART C—POWERS AND DUTIES OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY AND OF CONTRACTING AGENCIES

SEC. 306. The Committee shall adopt such rules and regulations and issue such orders as it deems necessary and appropriate to achieve the purposes of this order, including the purposes of Part II hereof relating to discrimination in government employment.

SEC. 307. Each contracting agency shall be primarily responsible for obtaining compliance with the rules, regulations, and orders of the Committee with respect to contracts entered into by such agency or its contractors, or affecting its own employment practices. All contracting agencies shall comply with the Committee's rules in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Executive order and of the rules, regulations, and orders of the Committee pursuant hereto. They are directed to cooperate with the Committee, and to furnish the Committee such information and assistance as it may require in the performance of its functions under this order. They are further directed to appoint or designate, from among the agency's personnel, compliance officers. It shall be the duty of such officers to seek compliance with the objectives of this order by conference, conciliation, mediation, or persuasion.

SEC. 308. The Committee is authorized to delegate to any officer, agency, or employee in the executive branch of the

Government any function of the Committee under this order, except the authority to promulgate rules and regulations of a general nature.

SEC. 309. (a) The Committee may itself investigate the employment practices of any government contractor or subcontractor, or initiate such investigation by the appropriate contracting agency or through the Secretary of Labor, to determine whether or not the contractual provisions specified in section 301 of this order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Commitee, and the investigating agency shall report to the Committee any action taken or recommended.

(b) The Committee may receive and cause to be investigated complaints by employees or prospective employees of a government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in section 301 of this Order. The appropriate contracting agency or the Secretary of Labor, as the case may be, shall report to the Committee what action has been taken or is recommended with regard to such complaints.

SEC. 310. (a) The Committee, or any agency or officer of the United States designated by rule, regulation, or order of the Committee, may hold such hearings, public or private, as the Committee may deem advisable for compliance, enforcement, or educational purposes.

(b) The Committee may hold, or cause to be held, hearings in accordance with subsection (a) of this section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this order, except that no order for debarment of any contractor from further government contracts shall be made without a hearing.

SEC. 311. The Committee shall encourage the furtherance of an educational program by employer, labor, civic, educational, religious, and other nongovernmental groups in order to eliminate or reduce the basic causes of discrimination in employment on the ground of race, creed, color, or national origin.

SUBPART D—SANCTIONS AND PENALTIES

SEC. 312. In accordance with such rules, regulations or orders as the Committee may issue or adopt, the Committee or the appropriate contracting agency may:

(a) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this order or of the rules, regulations, and orders of the Committee.

(b) Recommend to the Department of Justice that, in cases where there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in section 301 of this order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the aforesaid provisions.

(c) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Committee as the case may be.

(d) Terminate, or cause to be terminated, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be terminated absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the contracting agency.

(e) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any non-complying contractor, until such contractor has satisfied the Committee that he has established and will carry out personnel and employment policies in compliance with the provisions of this order.

(f) Under rules and regulations prescribed by the committee, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under paragraph (b) of this section, or before a contract shall be terminated in whole or in part under paragraph (d) of this section for failure of a contractor or subcontractor to comply with the contract provisions of this order.

SEC. 313. Any contracting agency taking any action authorized by this section, whether on its own motion, or as directed by the Committee, or under the Committee's rules and regulations, shall promptly notify the Committee of such action or reasons for not acting. Where the Committee itself makes a determination under this section, it shall promptly notify the appropriate contracting agency of the action recommended. The agency shall take such action and shall report the results thereof to the Committee within such time as the Committee shall provide.

SEC. 314. If the Committee shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this order or submits a program for compliance acceptable to the Committee or, if the Committee so authorizes, to the contracting agency.

SEC. 315. Whenever a contracting agency terminates a contract, or whenever a contractor has been debarred from further government contracts, because of noncompliance with the contractor provisions with regard to nondiscrimination, the Committee, or the contracting agency involved, shall promptly notify the Comptroller General of the United States.

SUBPART E—CERTIFICATES OF MERIT

SEC. 316. The Committee may provide for issuance of a United States Government Certificate of Merit to employers or employee organizations which are or may hereafter be engaged in work under government contracts, if the Committee is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading and other practices and policies of the employee organization, conform to the purposes and provisions of this order.

SEC. 317. Any Certificate of Merit may at any time be suspended or revoked by the Committee if the holder thereof, in the judgment of the Committee, has failed to comply with the provisions of this order.

SEC. 318. The Committee may provide for the exemption of any employer or employee organization from any requirement for furnishing information as to compliance if such employer or employee organization has been awarded a Certificate of Merit which has not been suspended or revoked.

PART IV—MISCELLANEOUS

SECTION 401. Each contracting agency (except the Department of Justice) shall defray such necessary expenses of the Committee as may be authorized by law, including section 214 of the Act of May 3, 1945, 59 Stat. 134 (31 U.S.C. 691): *Provided*, that no agency shall supply more than fifty per cent of the funds necessary to carry out the purposes of this order. The Department of Labor shall provide necessary space and facilities for the Committee. In the case of the Department of Justice, the contribution shall be limited to furnishing legal services.

SEC. 402. This order shall become effective thirty days after its execution. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this order and of the rules and regulations of the Committee.

SEC. 403. Executive Order No. 10479 of August 13, 1953 (18 F.R. 4899), together with Executive Orders Nos. 10482 of August 15, 1953 (18 F.R. 4944), and 10733 of October 10, 1957 (22 F.R. 8135), amending that order, and Executive Order No. 10557 of September 3, 1954 (19 F.R. 5655), are hereby revoked, and the Government Contract Committee established by Executive Order No. 10479 is abolished. All records and property of or in the custody of the said Committee are hereby transferred to the President's Committee on Equal Employment Opportunity, which shall wind up the outstanding affairs of the Government Contract Committee.

JOHN F. KENNEDY

THE WHITE HOUSE,
March 6, 1961.

[F.R. Doc. 61-2093; Filed, Mar. 7, 1961; 10:06 a.m.] 90048

OME-6187

General Sketch of
Angle Liberty, Oriental, and Kenton Mines
as they lay along contact
Stanley Bramerd
Loomis, Cal.

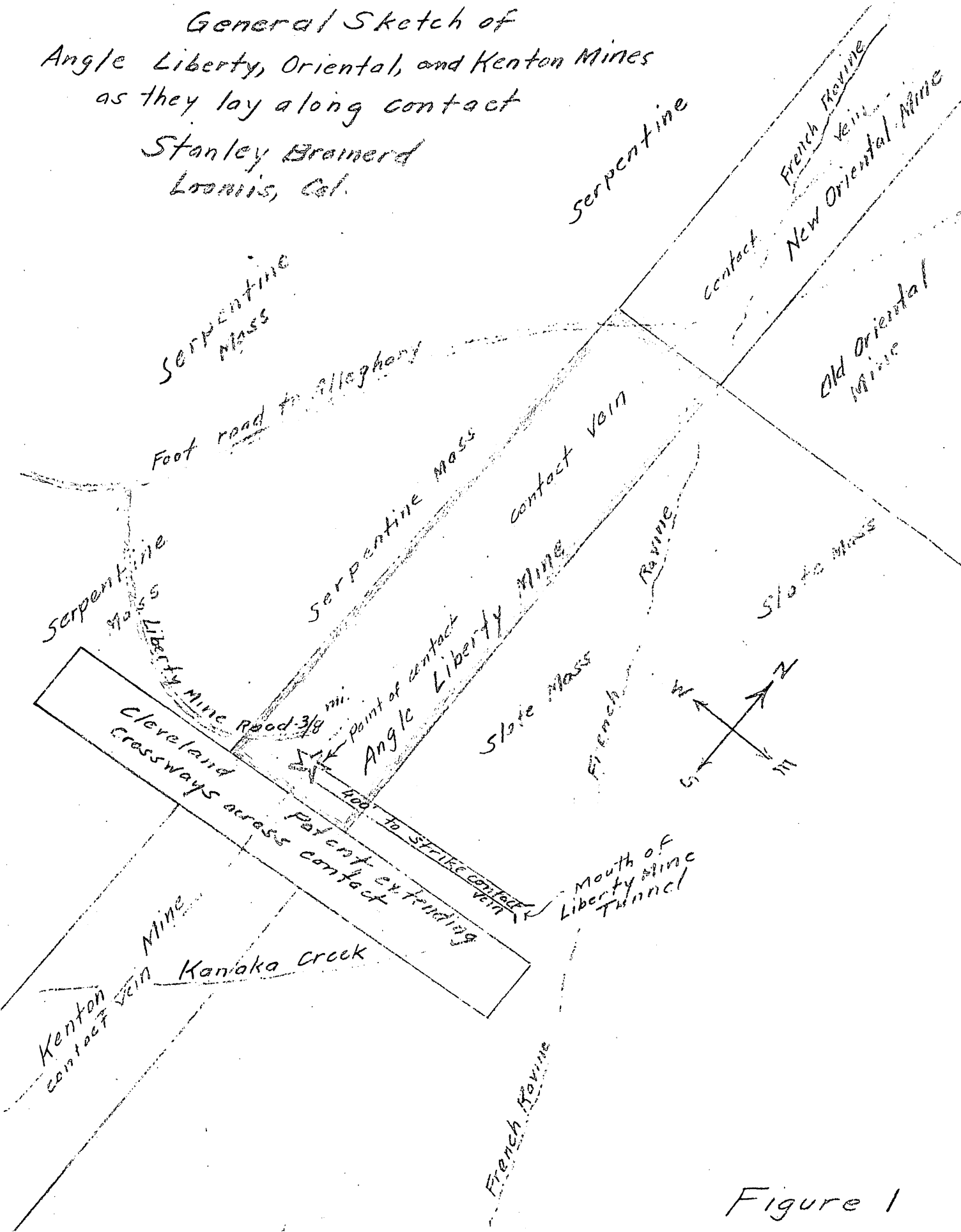
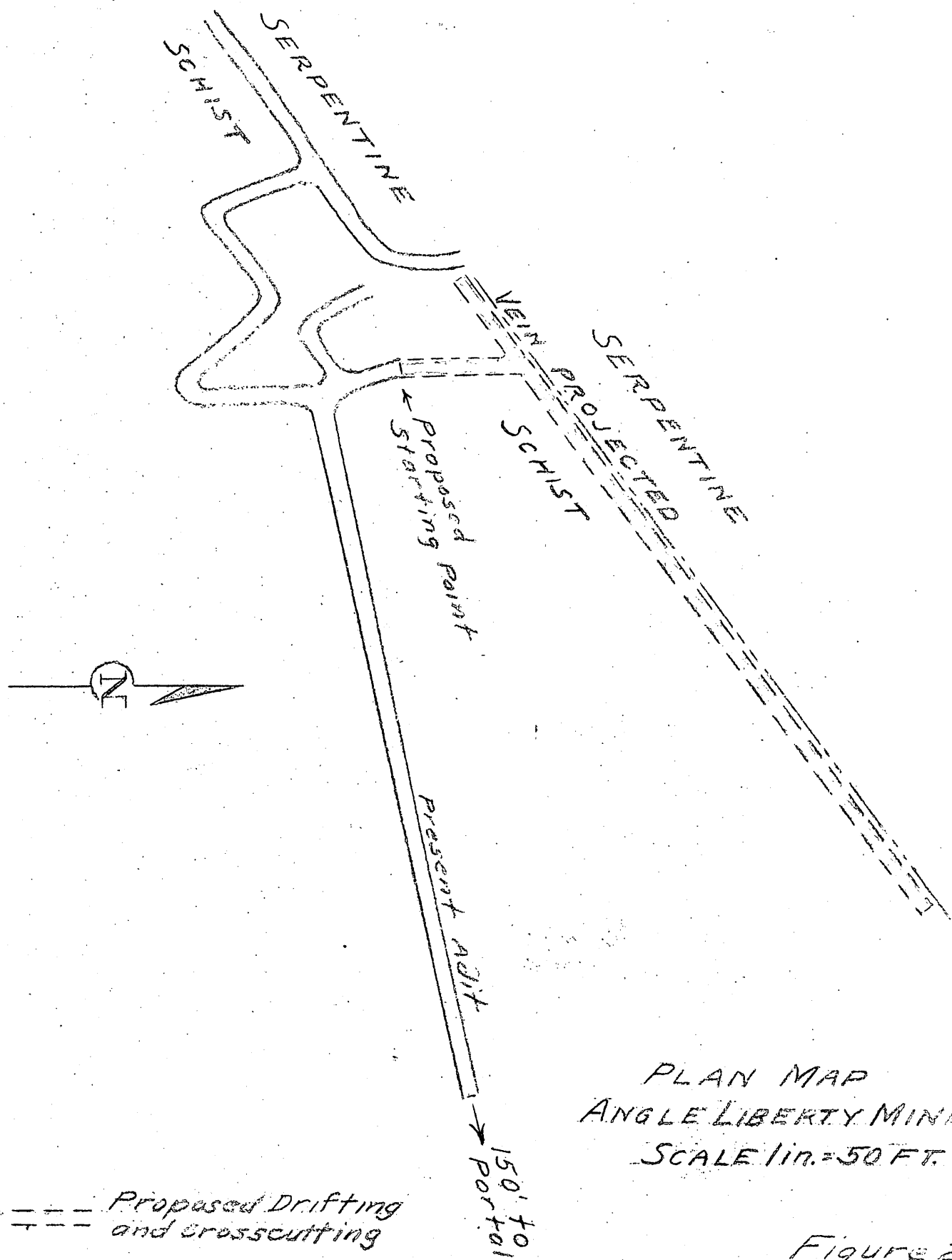


Figure 1

OME-6187



PLAN MAP
ANGLE LIBERTY MINE
SCALE 1 in. = 50 FT.

Figure 2

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E.
RECEIVED OCT 30 1961

DATE	INITIALS	CODE

October 25, 1961

Memorandum

To: Chief, Division of Field Operations
Office of Minerals Exploration
Washington, D. C.

From: George H. Holmes, Jr., Mining Engineer
Region II

Subject: Application for Exploration Assistance;
Stanley and Nettie Brainerd
Angle Liberty Mine,
Sierra County, California

Enclosed is the application for exploration assistance and the only copy of the narrative, submitted by Eugene and Nettie Brainerd. The applicants proposed to explore the Angle Liberty mine for gold and chromite by bulldozing and driving underground openings at an estimated cost of $30,000. ($15,515.50 indicated cost in text).

The property is located in an area of interest that has a significant production record and it is possible that further exploration would indicate the existence of a productive gold-bearing zone on the applicant's property. A field examination is recommended to determine if exploration assistance is justified, the most effective method of exploration, and related costs.

George H. Holmes, Jr.

George H. Holmes, Jr.

cc: OME files

MME Form 40
Dec. 1958

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Budget Bureau No. 42-R1368
Approval expires Dec. 31, 1963

APPLICATION FOR FINANCIAL ASSISTANCE IN MINERALS EXPLORATION

Pursuant to Public Law 85-701 (72 Stat. 700; 30 U.S.C. 641)

NAME OF APPLICANT *(Full legal name and mailing address as they should appear on contract if one is executed.)*

Stanley Eugene Brainerd single man
R.F.D. 186-2 Loomis Cal
&
Nettie Maud Brainerd his mother
R.F.D. 186-2 Loomis Cal

APPLICANT DO NOT USE THIS BLOCK

DOCKET NUMBER: OME-6187

DATE RECEIVED: 10-30-61

REGION: II

DIVISION CODE: 500

BUSINESS ORGANIZATION *(Check one)*

- INDIVIDUAL [ ]
- CORPORATION [ ]
- PARTNERSHIP [X] JOINT TENANCY
- OTHER *(Specify)* [ ]

STATE IN WHICH FIRM IS ORGANIZED

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

NAME	ADDRESS	TITLE

MINERAL(S) FOR WHICH YOU WISH TO EXPLORE

ESTIMATED COST OF PROJECT: $ 30 000

PROPERTY NAME	LOCATION COUNTY	STATE
ANGLE-Liberty	Sierra	Calif

GENERAL INSTRUCTIONS

Before filling out this application, please read the *OME Regulations for Obtaining Federal Assistance in Financing Explorations for Mineral Reserves* (30 CFR Chap. III). To assure prompt action, your application must provide all applicable material and information specified on the back of this application form. Avoid unnecessary correspondence and delays by submitting complete and accurate information. *Please submit four copies of this application and all accompanying papers* except as otherwise noted. Place your name and address on each sheet. Each item of information, maps, and reports required as a part of this application is described on the back of this form. Identify each attached statement by the item number to which it applies. If an item does not apply to your application, show the item number on your statement and after it write "not applicable." Maps or sketches should be used to supplement narrative descriptions of the property location and boundaries in item 2, existing mine workings and geology in item 3, and the proposed exploration work in item 5. When this information is not too complex, all of it may be shown on one map or sketch. All documents and other attachments submitted as a part of this application, except those in item 3(g) which you mark to be returned, become the property of the Government and will not be returned to the applicant. Send true copies, *not originals*, of leases, contracts, and other documents which are an essential part of your business records. *File this application with the Office of Minerals Exploration, Department of the Interior, Washington 25, D. C., or with the nearest OME Field Office.*

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief, and that he would not ordinarily undertake the proposed exploration under current conditions and circumstances at his sole expense.

Sept 6 61
DATED

Stanley Eugene Brainerd
BY *(Signature)*

TITLE

A wilfully false statement or certification to any Department or Agency of the United States Government is a criminal offense. U. S. Code, Title 18, Sec. 1001.

INFORMATION REQUIRED WITH THIS APPLICATION

1. Financial Eligibility:

(a) Submit evidence of efforts made within 90 days preceding the filing of this application to obtain credit from your bank of account and at least one other banking institution or other private source of credit. Such evidence shall include true copies of correspondence which show: (1) date of loan request, (2) amount and terms requested, (3) proposed use of loan funds, and (4) the replies from credit sources. If the loan was offered under terms which you consider unreasonable, state why you consider them so.

(b) List names and addresses of affiliated, parent, or controlling companies or organizations and state extent and nature of their interest.

(c) State how you propose to furnish your share of the cost of the exploration work.

2. Applicant's Rights in Land:

(a) State your interest in the land and mineral rights, whether owner, lessee, purchaser under contract, or other. If you are not the owner, submit one true copy of the lease, contract, or other document (with address of owner) under which you control the property. Describe all liens, mortgages, or other encumbrances on the land and state book and page number and official place where recorded.

(b) State the legal description (section, township, and range; metes and bounds; patent number of claims) of the land upon which you wish to explore and all adjacent land which you own or control. Describe any part of the land or workings which should not be subject to Government royalty and liens. If the land consists of unpatented claims, state book and page number for each recorded location notice, including amended locations, and official place where recorded. State all the names by which you know the property.

(c) For all land or mineral rights encumbered or not owned, submit five copies of Lien and Subordination Agreements on MME Form 52. If the agreements cannot be obtained, state reasons and provide copies of letters of refusal.

3. Physical Description:

(a) Describe in detail and illustrate with maps or sketches all mining or exploration operations which you know have been or are being conducted upon the land. Include existing mine workings and all production facilities.

(b) State your interest, if any, in operations described in (a).

(c) State, if you know, the past and current production, supporting your statement with copies of settlement sheets, mine records, or published data if available.

(d) Describe known ore reserves, giving quantities and grades and sampling methods used. Support your statement with copies of assay certificates and assay maps if available.

(e) Describe by narrative and maps or sketches the geologic features of the property, including ore minerals, geologic formations if known, and type of deposit (vein, bedded, etc.).

(f) State your reasons for expecting to find ore, and if you have sampled the area you propose to explore, show where the samples were taken, describe sampling methods used, and provide copies of assay certificates.

(g) Send with your application at least *two* copies of all geologic or engineering reports, assay maps, or technologic information which you have, indicating whether you require their return.

4. Accessibility of Property:

(a) To aid the OME representative who may examine the property, state name and address of person who will meet him; give directions for reaching the property; and describe accessibility of property and of any mine workings.

(b) Name the shipping and supply points and state the distances to the property.

5. Exploration Work:

(a) Describe fully the proposed exploration work giving individual footages and sizes of openings *for each item of work.* Use narrative, maps, plans, and sections as necessary. Show location of the proposed work as related to geologic features such as veins, ore-bearing beds, contacts of rock formations, etc. Show also the relation of the proposed work to any existing mine workings and to *land boundaries* or to the closest identifiable corner.

(b) If an access road must be built, show the proposed location on the property map and state the length, type and construction methods proposed.

(c) If an OME contract is executed, state how soon thereafter work would be started and finished. State your anticipated average daily or monthly rate of progress for each type of work.

6. Experience:

State your operating experience and background to conduct this exploration work and also that of the person who will supervise the work.

7. Estimate of Costs:

Furnish detailed estimates of the necessary costs *for each item of the work proposed in 5(a)* under the headings listed below with a total for each heading and the estimated total cost of the work. Costs for any work to be performed by an independent contractor should be listed separately under category (a) below. Costs for any work that is not to be performed by an independent contractor should be listed under categories (b) through (g).

(a) Independent contracts. State the total cost of any proposed independent contract for all or any part of the work, and the number of units and the unit cost for each type of work, such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, or per cubic yard of material moved. Cost estimates should be supported by bids from three contractors if possible. (*Note*—If none of the work is to be contracted, write "none" after this item.)

(b) Personal services. The cost of supervision, engineering and geological services, outside consultants, and labor should be itemized by numbers and classes of employees; rates of wages, salaries or fees; and periods of employment. State whether these services are available.

(c) Operating materials and supplies. List items of material and supplies giving quantity and cost of each. Include under this heading power, water, and fuel, and units of equipment and tools costing less than $50 each.

(d) Operating equipment. List items of equipment and tools costing $50 or more per unit. Give specifications and indicate how each item is to be acquired—i.e., rented, purchased or provided by the applicant. If rented or purchased, state the estimated rental or purchase price. If furnished by the applicant, state condition and present fair market value.

(e) Initial rehabilitation and repairs. Describe the type and the cost of *initial* rehabilitation or repair of existing buildings, fixtures, installations (exclusive of mine workings), and movable operating equipment now owned by the applicant which will be used in the exploration work.

(f) New buildings, fixtures, installations. Describe each building, fixed improvement, and installation to be purchased, constructed, or installed for the exploration work, stating specifications and cost including labor, materials, and supervision.

(g) Miscellaneous. Describe the type and estimate the cost of repairs and maintenance of the operating equipment listed in 7(d). Do not repeat initial repairs listed in 7(e). Show also the costs of analytical work, accounting, workmen's compensation and employees' liability insurance, payroll taxes, and other required costs that do not fall within the previous categories. [*Note*—The Government will not contribute to costs incurred before the date of the contract, or to costs of or incident to: (1) acquiring, using, or possessing land and any existing improvements, facilities, buildings, installations, and appurtenances, or the depreciation and depletion thereof; (2) general overhead, corporate management, interest and taxes (other than payroll and sales taxes); (3) insurance (other than employees' liability insurance); and (4) damages to persons or property (other than authorized repair to or replacement of equipment or other property used in the work).]

IN DUP. SEC., WASH., D.C. 50399

Offices in all three Pacific Coast states

THE BANK OF CALIFORNIA *National Association*

AUBURN OFFICE: Placer County Bank Building, Auburn, California · TUrner 5-3701

September 28, 1961

Mr. Stanley E. Brainerd
R.F.D. 1852
Loomis, California

Dear Mr. Brainerd:

We have received your letter of September 23 in which you request a $15,000.00 loan to develop some gold mining property. Although your letter indicates that there may be considerable value in the property and improvements that you hold, we must decline your request for the purposes outlined.

Banks, by nature, are conservative in their loaning practices and are not legally able to make loans on mining stocks. Gold mining is, of course, a highly speculative venture, and it is for these reasons that your application has been declined.

We appreciate your considering us for this business.

Yours very truly,

C. A. Haydon

C. A. HAYDON
Assistant Manager

CAH ft

Cable Address—BANKAMERICA

Bank of America
NATIONAL TRUST AND SAVINGS ASSOCIATION

LOOMIS BRANCH • 27 OLIVE STREET • LOOMIS, CALIFORNIA

October 3, 1961

Mr. Stanley E. Brainerd
Rt 1 Box 1852
Loomis, California

Dear Stanley:

This is in reply to your letter of September 24th, with reference to borrowing $15,000.00 for the purpose of developing a quartz mine.

If you can give us specific information that we would receive this $15,000.00 within a required time, I will refer it to our loan committee. This ~~work~~ will require a list of all your equipment and serial numbers, as well as a profit and loss statement showing where you are producing enough gold to pay the loan in full, if this is how it is going to be paid. No production

As you know, government regulations do not permit banks to loan any money on speculation. We absolutely have to have concrete evidence that the loan will be paid.

Very truly yours,

E. L. Dudley
Manager

eld;km

Sept 6 61
Lowrie Calif.

Refer to	Noted	Date
R. B. MAURER	M	9/12
Answered		

U.S. Dept of interior
Office of mineral Exploration
555 Battery st
San Francisco #11 Cal.

Dear sirs:

This is being written to your office in the hope that I can gain government assistance in exploring a mine which I own in joint tenancy with my mother and which is located in Allegheny Sierra Co Calif. Formerly known as the Christher and now known as the Angle Liberty consists of one claim unpatented and takes in the famous French Ravine. It is bounded on it northeast end by the Oriental mine & on the southwest end by the Pat Cleveland property and which extends crossways of the contact vein 600 ft in width & 1500' in length with the Kenton mine bounding the Cleveland on the southwest. Both Oriental and Kenton mines had nearly a century of production and since my own Angle Liberty mine is squarely in the center of two known great mines and on the same common contact vein and because the surface of my own property produced several hundred thousand dollars both in fine and coarse gold all of quartz origin by early day ground sluice operations the surface workings

still there as evidence, among some of the larger nuggets taken was the famous Siamese Twin nugget which contained a nugget weighing 5-0 lbs joined by a stringer of gold to another nugget weighing 15-lbs of gold. I began a tunnel some years ago at the extreme lower edge of the ground sluice with the object of cross cutting the vein and ore schoot at a depth because we didnt have much means, progress was very slow but finally at the end of some 400 of tunnel fragments of the sought after vein was discovered unfortunately the contact with the vein occured in a badly faulted section and I was forced to extend another 600 seven hundred ft of tunnels before I finally struck the real vein and adjacent serpentine contact together with a chrome body which I was not looking for. I opened up about 70' of the vein proper which assays about 7 per ton but since the mine is a high grade mine I am seeking only the high grade ore schoot which is generally known to exist there, and the low grade found in the vein was incidental. Engineer and present supervisor at Allegheny Mine P1 Pro myself and other engineers established the fact ~~that~~ from the present excavations that we are in a shift or fault, at the time of the last operation there some seven years past the cost of mining had risen beyond what the product was worth and I was forced with my limited means to suspend all operations there which was a

heart break as it seemed and most everyone agreed that I was on the verge of a great discovery. since then I have tried to get help from mining and other people to carry on it has been futile they all say that the proposition is a good one. interest in gold mining is non existent until the government does something to make it worth while or otherwise help us.

Description of the mine

That certain quartz mining claim known as the Angle Liberty claim situated in the alleghany mining district sierra co Cal described as follows

This claim formerly known as the clencher situated in a westerly direction about 500 ft from the Oriental boarding house the point of discovery about 25 ft southeast of French Ravine thence 1100 ft in a N W direction to post set in mound of rocks thence 300 ft in a N E direction to a post set in a mound of rocks thence 1500 ft in a S.E direction to a stake set in a mound of rocks thence 600 ft thence 600 in a S W direction passing south center end stake set in a mound of rocks thence 1500 in a N.W. direction to a stake set in a mound of rocks thence 300 feet NE to N.E. to northend center stake said claim 19 located Jan 1 1912 by George F Skowler + J.J. McConnell both of Colusa and deeded to one Thomas R Thompson the 13 day of Sep 1912 forfeited to George Herbert Brainerd in 1921 July 9. father of present owner and was placed in

joint tenancy with present owner in 1943 upon death of E.H. Brainerd in February 43 the present owners being the widow and single son of E.H. Brainerd.

Recorded in Downieville Sierra Co Cal. as follows: Single Liberty Quartz Claim in M.E. 1/4 Sec 4 T.W.P. 18 N R. 10 E Tax assessment # 1118

Now I went to about everybody including the Bank of Grass Valley (Lomas branch) seeking help on the matter Mr Dudley Manager stated that banks did not loan money to either seekers of goldmines or for the developement of them and he knew of no other loan institution that did I next enlisted the help of realtor D.S. Borden 2621 K St Sacramento who sought but several mining men who had strong influence in the mining world seeking their help in the matter they answered that they might be interested if the government would autorize or raise the price of gold tho the propisition looked like a good one they could not be interested until that time.

The present equipment at the mine consists of a wilbington stationary compressor gas driven and runs 2 miners with air receiver and airlines for conveying air into the mine rails steel tracked

The first 60 or 70 ft of tunnel is thru open cut and has been timbered and is partly caved + these timbers will have to be restored all remaining tunnel is in hard rock and is in good condition, I have a small

two room cabin on the place and a tool house, and a compressor house. all buildings constructed of rough lumber and all in need of repair. I have an assortment of tools about the place including picks shovels, drillers numerous drills ~~etc~~ ore cars and other miscellanous equipment. The mine is is located about 2 ½ miles from the town of Allegheny on the Foote road, or rather ⅜ mile below the foot road. I have a private road leading from the Foote road ⅜ mile in length into the Angle mine another road branches off from Angle road and joins with Kenton mine road to give 2 access roads to Angle mine. There is ample water flowing thru French ravine for a period of 10 months per year to take care of needs of the mine which is gravity water. ~~any~~ additional water necessary can be pumped from Kariaka Creek which flows within 50' of mine tunnel and additional water can be had from mine itself. The power line supplying power to Oriental & Kenton ~~flows~~ passes thru the South end of the Angle and can be connected by the addition of one pole.

Now as to the costs of the various bits of equipment I have little knowledge of the costs of mining equipment at this time, about all I will need in this line is one of late ~~[illegible]~~ drill bitters which enables a miner to extend tunnel twice as fast as with the old type which I have. Some rough lumber & roofing to repair my buildings, gasoline for the compressor. blasting

powder fuse detonating caps wages for men of which I will be one. I would like to have 2 more men for a total crew of 9. I expect to enter into a proposition with these men which will entail a basis of partnership percentage basis in which they will put part of their wages back into the mine to counterbalance for a part of the mine's production. I have no fixed deal with anybody on this matter as yet and it will hinge upon whether or not the government will help me. now as to the costs I will set it forth as follows

1. Bulldozer trenching repairing road
Rental of Bulldozer with operator supplies
150 hrs at $14/hr $2100
supervision pannner, sampler, 4 wks
5 days per wk at $2.50 per hr .400
assaying + surveying .300
equals 18.67 per hr overall $2,800

2 Drift on vein crosscut ventilation raise total 350'
5 day week 3½' per day 100 days 4 months
wages miners $2.00 per hr muckers $1.73 per hr average 3½' per shift
carmen $1.50 per hr, insurance social security tax est 12%
$12,00/ft
11.44 "

powder fuse + detonators 3.00
timber 3.00 per)

compressor supplies $3.00 per ft
steel + bits $2.00 "
repairs $1.50 "
engineering + accounting $2.50 "
5 day wk advance 3-5
per day equals 100 days 4
months supervisor 4 months
at $400 per month $4.57 ¢
rental on repair of
housing rental $1.60 and
repairs $600 $2.00
rental as below 1.32
$36.33 per ft

The operator will furnish all equipment

	cost
compressor	$2.350
Drills 1 column drill	
arm ect	.600
1 stoper Type	.300
water pressure tank	.280
air water hoses	.400
mine rails fish plates, spikes ties	.450
air lines 500'	.250
water line	.175
mine car 1	.150
truck 4 wheel drive	1.000
tools	.300
sleusher	1.000
Total	7.000

(over

Monthly rental = $7000 = $116 rental for 4
60
Months 4 x $116 = 464 = $1.32/ft

Total cost of the project
150 hrs of bulldozer trenching at $18.67 = $2,800.00

350' of drift raise & crosscuts at $36.33 12,715.50

15,515.50

Now my qualifications in the matter of mineralogy are as follows. My grandfather settled in the Allegheny mining district in 1850 (have the secrets of 3 generations of miners. He only quartz mining in Sierra Co. and have worked considerably in mines there and have a thorough understanding of the vein structures & formations of that district.) The general formation is of serpentine & slate this latter sometimes called green granite. These 2 different masses ~~extend~~ in a general north south direction and where they meet together is is called serpentine contact with quartz veins in between. From my life long knowledge of the district, either father or grandfather was on the spot when each Allegheny mine was discovered and had intimate knowledge of every detail of their discovery or personally know the men who discovered them and there were not one exception. These mines were

discovered on the surface at the beginning where the gold coming from the ore schoot was spewed to the surface from underneath contact quartz vein. When surface gleanings were completed they either sank down on the ore schoot or else descended to creek level and extended cross cut tunnel to connect with ore schoot at depth. From my knowledge of the district these ore schoots seem to occur at intervals of about 2000 ft along the vein and invariably at a point where the serpentine wall weaves in to make contact or near contact with the quartz vein with the space in between being barren of values. Now this is the condition of my angle mine at the moment I have the property opened up with both walls exposed including shift vein + fault and everything else that is necessary to convince any engineer that I have a gold mine of tremendous potential. I will welcome investigation of the property by any engineer that your select and at any time, all I ask is that he has two eyes to see with and has ever a small knowledge of quartz mining. I am at present operating a small fruit ranch near Loomis which is about 75 miles from the mine. I will receive the engineer at my home where he is welcome to stay while

he investigates the property. I am a bachelor 55 years of age I live with my mother who is a widow woman, you may investigate me by contacting Loomis Branch of Bank of America Melthorpe store of Loomis Blue goose Fruit growers of Loomis or any business house of the town. now as to my financial status as I am requested to finance the mine the first 2 months, now on March 1 next I will be paid by a housing co a sum in excess of 3 thousand dollars as an installment on a property they have purchased from me and this can be verified by you if you will contact either Don Borden realtor 2621 K St Sacramento 16 Cal or Barkers title guarantee co P.O. Box 1414 SAC 7 Cal.

Therefore if a contract is made between the government and me it should be worded ~~permanent~~ permanent + conditional to the payment of this money to me on that date and I should be given until april 1 62 to begin work on the mine

Now there will be at least 1 month of clean up work on the surface the building must be repaired to be made livable a section of the mine must be retimbered, the mine road must be ~~re~~graded compressor overhauled and ~~air~~ water lines cleaned and made usable ect. before I can actually put the first round of shots in the tunnel face. From that time

I expect to advance 3½' per day. I would prefer the unit contract where we agree on a cost of $36.33 per foot & where I don't have to keep bothersome timeraged costs and it would be more convenient for us both. I would like to set the time period of the contract for 2 years. Now I hope that you will send one of your people to my home here in Loomis so that the mine might be investigated by you as I would feel easier about the matter if you personally investigated everything. I will be in personal charge at the mine at all times and will personally direct all all phases of the work. I know exactly what is to be done there and how to do it. I will not hesitate to consult & advise with the government as the work progresses.

Yours respectfully
Stanley E Brainerd
RFD 1852
Loomis Cal

COPY

Sept. 6, 61
Loomis, Cal.

U.S. Dept. of Interior
Office of Mineral Exploration
555 Battery St.
San Francisco 11, Cal.

Dear Sirs:

This is being written to your office in the hope that I can gain government assistance in exploring a mine which I own in joint tenancy with my mother and which is located in Alleghany, Sierra Co., Calif. Formerly known as the Clincher and now known as the Angle Liberty consists of one claim unpatented and takes in the famous French Ravine. It is bounded on the northeast end by the Oriental mine and on the southwest end by the Pat. Cleveland property and which extends crossways of the contact vein 600 feet in width + 1500' in length with the Kenton mine bounding the Cleveland on the southwest. Both Oriental and Kenton mines had nearly a century of production and since my own Angle Liberty mine is squarely in the center of two known great mines and on the same common contact vein and because the surface of my own property produced several hundred thousand dollars both in fine and coarse gold all of quartz origin by early day ground sluice operations the surface workings still there as evidence, among some of the larger nuggets taken was the famous Siamese Twin nugget which contained a nugget weighing 50 lbs. joined by a stringer of gold to another nugget weighing 15 lbs. of gold. I began a tunnel some years ago at the extreme lower edge of the ground sluice with the object of crosscutting the vein and ore shoot at depth. Because we didn't have much means progress was slow, but finally at the end

of some 400' of tunnel fragments of the sought after vein was discovered. Unfortunately the contact with the vein occurred in a badly faulted section and I was forced to extend another 6 or seven hundred feet of tunnel before I finally struck the real vein and adjacent serpentine contact mass together with a chrome body which I was not looking for. I opened up about 70' of the vein proper which assays about $7 per ton, but since the mine is a high grade mine I am seeking only the high grade ore shoot which is generally known to exist there, and the low grade found in the vein was incidental. Engineer and present supervisor of the Allegheny, Mike Pietro, and myself and other engineers established the fact from the present excavations that we are in a shift or fault. At the time of the last operation there some seven years past the cost of mining had risen beyond what the product was worth and I was forced with my limited means to suspend all operations there, which was a heart break, as it seemed, and most everyone agreed, that I was on the verge of a great discovery. Since then I have tried to get help from mining and other people to carry on. It has been futile. They all say that the proposition is a good one. Interest in gold mining is non-existent until the government does something to make it worth while or otherwise help us.

Description of the Mine

That certain quartz mining claim known as

the Angle Liberty claim, situated in the Allegheny mining district, Sierra Co., Cal. described as follows:

This claim formerly known as the Clincher, situated in a westerly direction about 500 ft. from the Oriental boarding house, the point of discovery about 25 ft. southeast of French Ravine, thence 1100' in a N.W. direction to post in mound of rock, thence 300 ft. in a N.E. direction to a post in a mound of rocks, thence 1500 ft. in a S.E. direction to a stake set in a mound of rocks, (thence 600 ft.), thence 600' in a S.W. direction passing south center end stake set in a mound of rocks, thence 1500' in a N.W. direction to a stake set in a mound of rocks, thence 300 feet N.E. to north end center stake; said claim being located Jan. 1, 1912, by George E. Showler + J. J. McConnell, both of Colusa, and deeded to one Thomas R. Thompson the 13 day of Sep. 1912. Forfeited to George Herbert Brainerd on July 9, 1921, father of present owner, and was placed in joint tenancy with present owners in 1943 upon death of G.H. Brainerd in February, '43, the present owners being the widow and single son of G.H. Brainerd.

Recorded in Downieville, Sierra Co., Cal., as follows: Angle Liberty Quartz Claim in NE ¼, sec. 4, TWP 18 N., R 10 E. Tax Ass'ment # 118.

Now I went to about everybody, including the Bank of America, Loomis Branch, seeking help on the matter. Mr. Dudley, manager, stated that bank did not loan money to either seekers of gold mines or for the development of them, and he knew of no other loan institution that did. I next enlisted the help of realtor D.S. Borden, 2621 K St., Sacramento, who sought out several mining men who

had strong influence in the mining world, seeking their help in the matter. They answered that they might be interested if the government would authorize or raise the price of gold, tho the proposition looked like a good one, they could not be interested until that time.

The present equipment at the mine consists of a Wellington stationary compressor gas driven and runs two liners with air receiver and air lines for conveying air into the mine, rails sted tracked.

The first 60 or 70 ft. of tunnel is thru open cut and has been timbered and is partly caved + those timbers will have to be restored. All remaining tunnel is in hard rock and is in good condition. I have a small two room cabin on the place and a tool house, and also compressor house. All buildings constructed of rough lumber and all in need of repair. I have an assortment of tools about the place, including picks, shovels, 1 air liner, numerous drills, 2 ore cars and other miscellaneous equipment. The mine is located about 2½ miles from the town of Alleghany on the Foote road, or rather 3/8 mile below the Foote road. I have a private road leading from the Foote road, 3/8 mile in length into the Angle mine. Another road branches off the Angle road and joins with Kenton mine road to give access roads to Angle mine.

There is ample water flowing thru French ravine for a period of 10 months per year to take care of

needs of the mine, which is gravity water. Any additional water necessary can be pumped from Kanaka Creek, which flows within 50' of mine tunnel, and additional water can be had from mine itself. The power line supplying power to Oriental and Kenton passes thru the south end of the Angle and can be connected by the addition of one pole.

Now as to the costs of the various bits of equipment, I have little knowledge of the costs of mining equipment at this time. About all I will need in this line is one of late drill liners which enables a miner to extend tunnel twice as fast as with the old type which I have, some rough lumber to repair my buildings, gasoline for the compressor, blasting powder, fuse, detonating caps, wages for men, of which I will be one, and I would like to have two more for a crew of 3. I expect to enter into a proposition with these men which will entail a kind of partnership percentage basis in which they will put part of their wages back into the mine to counterbalance for a part of the mine's production, though I have no fixed deal with anybody on this matter as yet and it will depend upon whether or not the government will help me.

Now as to the costs I will set it forth as follows:

1. Bulldozer trenching + repair of road. Rental of bulldozer with operator + supplies, 150 hrs. at $14/hr. $2,100.

Supervision, panner, sampler, 4 weeks, 5 days per week at $2.50 per hr. 400

Assaying and surveying	$ 300.
Equals $18.67 per hour overall	$ 2,800

2. Drift on vein, crosscut and ventilation raise, 5 day week, 3½' per day, 100 days, 4 months wages, miners $2.00 per hr., muckers $1.73 per hr., carmen $1.50 per hour; average (advance) 3½' per shift, insurance, social security tax at 12%

	$ 12.00/ft
	1.44/ft.
Powder, fuse, + detonators	3.00 "
Timber	3.00 "
Compressor, supplies	3.00 "
Steel + bits	1.50 "
Engineering + accounting	2.50 "

5 day week, advance 3.5' per day, equals 100 days, 4 months. Supervisor 4 months at 400 month

	4.57/ft
Rental or repair of housing, rental $100. and repairs $600	2.00 "
Rental (equipment) as below	1.32 "
	$ 36.33 per ft.

The operator will furnish all equipment.

	cost
Compressor	2,350
Drills, 1 column, drill arm, etc.	600
1 stoper type	300
Water pressure tank	250
Air, water hoses	400
Mine rails, fish plates, spikes, ties	450
Air lines, 500'	250
Water line	175

Mine car, 1	$150.
Truck, 4 wheel drive	1,000.
Tools	300
Slusher	1,000
	$7,000

Monthly rental $\frac{\$7,000}{60} = \$116$ rental
for 4 months, $4 \times 116 = \$464 = \$1.32/ft.$

Total cost of the project

150 hrs of bulldozer trenching at $18.67 =	$2,800.00
350' of drift, raise & cross cuts at $36.33	12,715.50
	$15,515.50

Now my qualifications in the matter of mineralogy are as follows. My grand father settled in the Alleghany mining district in 1850. I have the benefits of 3 generations of miners, the only quartz mining in Sierra Co. and have worked considerably in mines there and have a thoro understanding of the vein structures and formations of that district. The general formation is of serpentine & slate, this latter sometimes called green granite. These 2 different masses extend in a general north south direction and where they meet together is called serpentine contact, with quartz vein in between. My life long knowledge of the district, either father or grandfather was on the spot when each Alleghany mine was discovered and had intimate knowledge of every detail of their discovery or personally

knew the men who discovered them and there were not one exception. These mines were discovered on the surface at the beginning where the gold coming from the ore schoot was spowed to the surface from underneath contact quartz vein. When surface gleanings were completed they either sank down on the ore schoot or else descended to creek level and extended crosscut tunnel to connect with ore schoot at depth. From my knowledge of the district these ore schoots seem to occur at intervals of about 2000 ft. along the vein and invariably at a point where the serpentine wall weaves in to make contact or near contact with the quartz vein, with the space in between being barren of values. Now this is the condition of my Angle mine at the moment. I have the property spruced up with both walls exposed including shift, vein and fault, and everything else that is necessary an engineer that I have a gold mine of tremendous potential. I will welcome investigation of the property by any engineer that you select and at any time. All I ask is that he has two eyes to see with and has even a small knowledge of quartz mining. I am at present operating a small fruit ranch near Loomis, which is about 75 miles from the mine. I will receive the engineer at my home, where he is welcome to stay while he investigates the property. I am a bachelor, 55 years of age. I live with my mother, who is a widow woman. You may investigate me by contacting Loomis Branch of Bank of America, Melthorpe + Son, of Loomis, Blue Goose Fruit Growers of Loomis, or any business house of the town.

Now as to my financial status, as I am requested to finance the mine the first 2 months. Now on March 1 next I will be paid by a housing company in excess of 3 thousand dollars as an installment on property they have purchased from me, and this can be verified by you if you will contact either Doris Borden, realtor, 2621 K St., Sacramento 16, Cal., or Bankers Title Guarantee Co., P.O. Box 1414, Sacramento 7, Cal. Therefore if a contract is made between me and the government it should be worded pursuant and conditional to the payment of this money to me on that date, and I should be given until April 1, '62 to begin work on the mine.

Now there will be at least 1 month of clean up work on the surface, the buildings must be repaired to be made livable, a section of the mine must be retimbered, the mine road must be re-graded, compressor overhauled, and water lines cleared and made usable, etc. before I can actually put the first round of shots in the tunnel face. From that time I expect to advance 3½' per day. I would prefer the unit contract where we agree on a cost of $36.33 per foot + where I don't have to keep bothersome itemized costs, and it would be more convenient for us both. I would like to set the time period for the contract for 2 years. Now I hope that you will send one of your people to my home here in Loomis so that the mine might be investigated by you as I would feel easier about the matter if you personally investigated everything. I will be in personal charge at the mine at all times and will personally direct all phases of the work. I know exactly what is to be done there and how to do it, tho I will not hesitate to consult with and advise with the government as the work progresses.

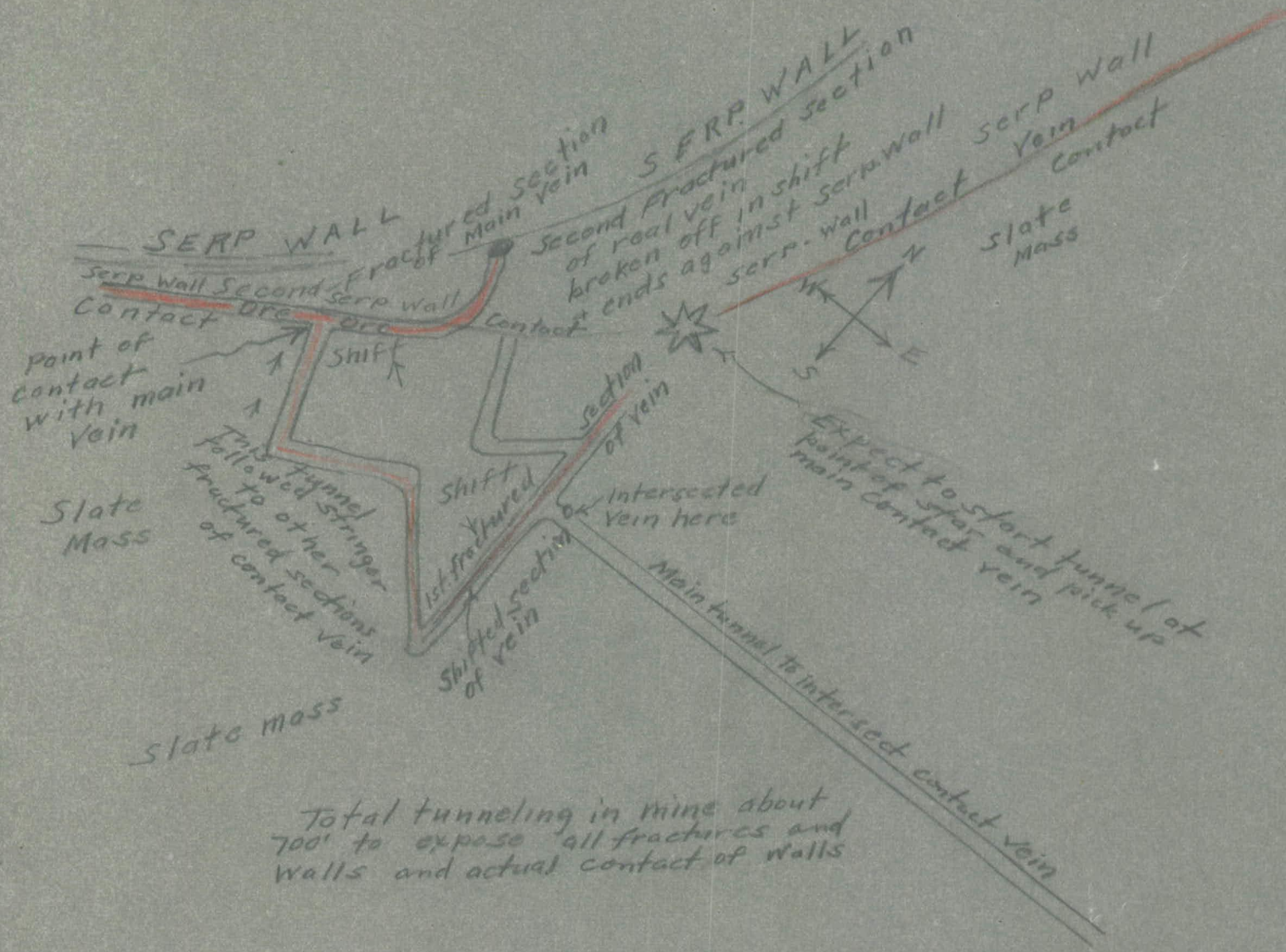
Yours respectfully,
S/ Stanley E. Brainerd
R.F.D. 1852, Loomis, Cal.

OME-6187

Stanley E. Brainerd
Loomis, Cal.

This is close up sketch of Liberty Mine Workings

S.E.B.



Total tunneling in mine about 700' to expose all fractures and walls and actual contact of walls

OME-6187
Brainerd

T. 18 N. R. 10 E. MDM

Scale as shown
1 sec = 1 in

Kanaka Creek

1434 65 Kenton Q.M.
2814 91 Cleveland Q.M.
3782 A King Soloman Q.M.
3782 B King Soloman Mill Site
4066 Oriental Con. Q.M., Alta Q.M.
" " " " " Admiral Q.M., Cl.
" " " " " Alta Ext. Q.Cl.
" " " " " Blue Jay " "

Scale 1" = 1320 ft

14 13
39.01 39.96
4
2814
1434
3782 B
3782 A
15 16
36.38 39.95
9

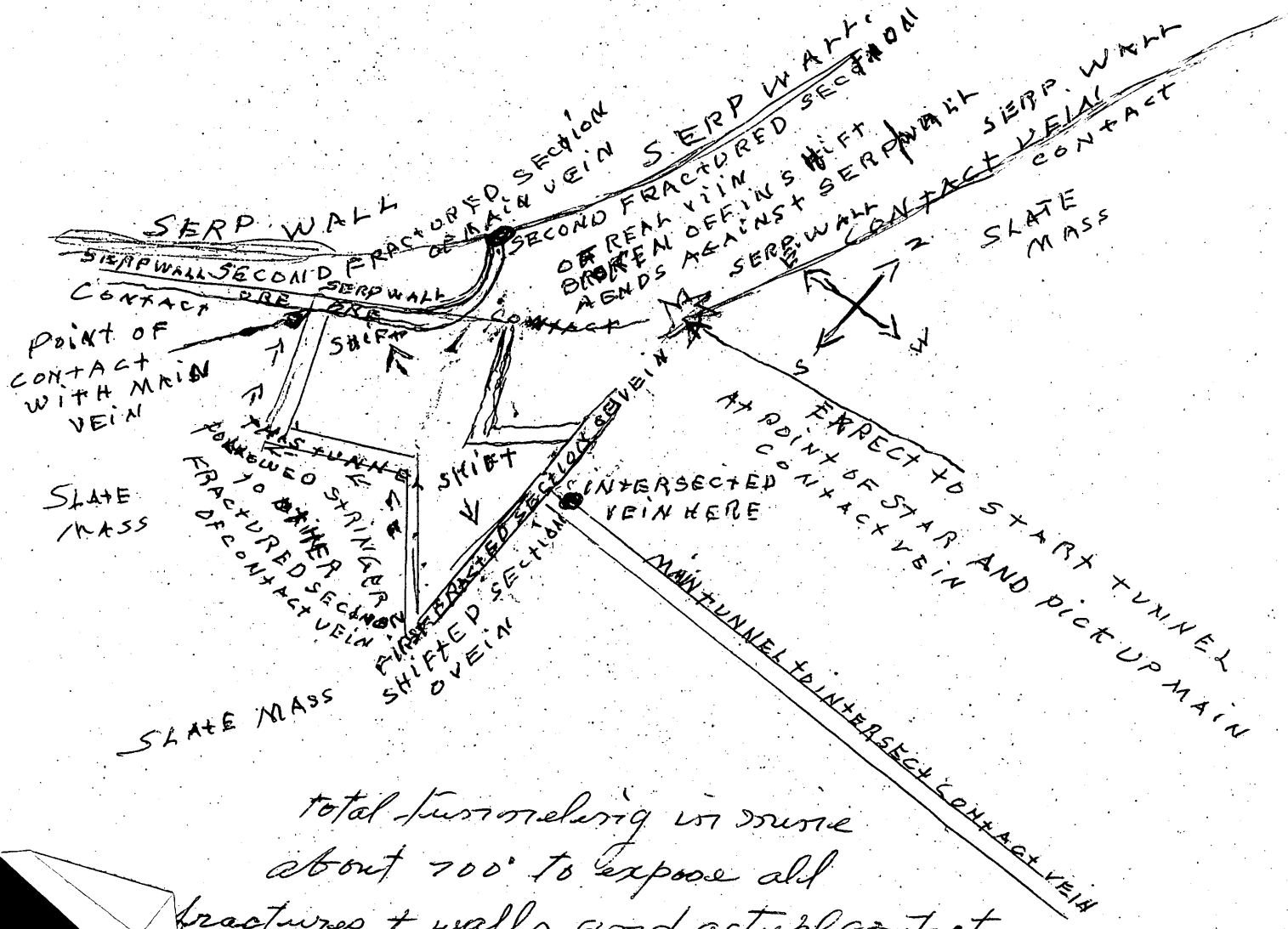
Traced from plats in Bureau of Land Management Wash. D.C. Jan. 1963 S.P.H.

Supplemental Plat Secs. 14 and 15 Nov. 2, 1900

Suppl. Plat Sec. 14 & 15 Nov. 2, 1900

STANLEY E BRAINERD
LOOMIS CAL

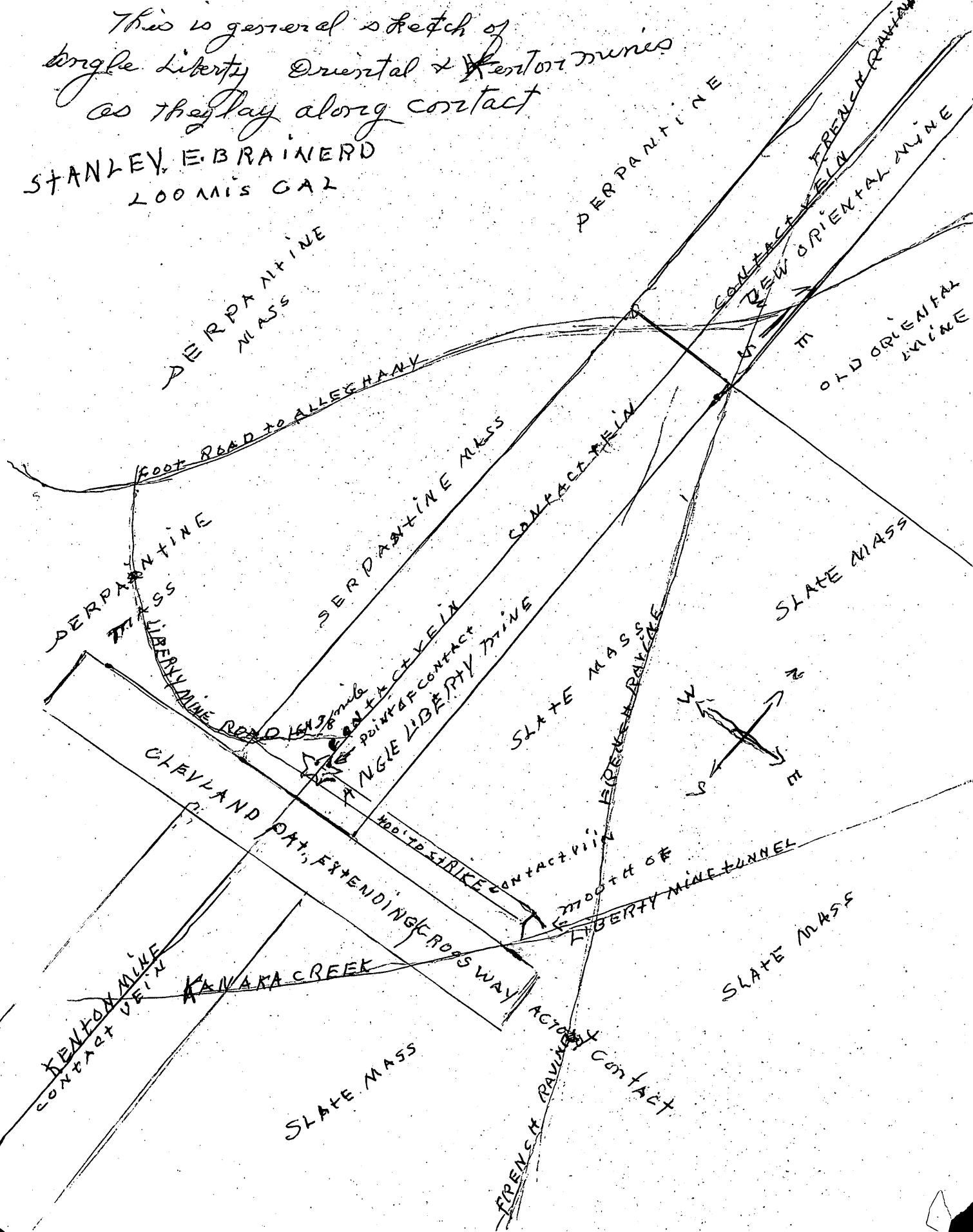
This is close up sketch of Liberty mine workings
S.E.B.



total tunneling in mine about 700' to expose all fractures + walls and actual contact walls

This is general sketch of
Single Liberty Oriental & Kenton mines
as they lay along contact

STANLEY E. BRAINERD
LOOMIS CAL



U. S. Government Messenger Envelope

orm No. 65 Rev. (1957)
d by Bureau of the Budget Circular A-33 (Rev.)

65-104

NAME (OR TITLE) OF ADDRESSEE, AGENCY, ORGANIZATIONAL UNIT, ADDRESS, AND ROOM		NAME (OR TITLE) OF ADDRESSEE, AGENCY, ORGANIZATIONAL UNIT, ADDRESS, AND ROOM	
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Use other side

OP only when messenger service between Government buildings in Washington, D. C., is required or wherever a STOP system is used. Your mail room has STOP information.

Docket copy

PROJECT SUMMARY REPORT

By W. R. Griswold March 11, 1964

1. OME-6187 (Gold)
   Contract 2147

   Property - Angle Liberty Mine,
   Sierra County, California

   Operator - Stanley E. and Nettie M. Brainerd
   R.F.D. 1852
   Loomis, California

   Operator's Property Rights - Owner

2. Contract dated May 7, 1962.

   Work Authorized -

Road repair, 160 hrs. @ $1.75/hr.	$ 280.00	
Repair camp buildings	600.00	
Drifting and crosscutting, 350 feet @ $36.00/ft.	12,600.00	
Timbering, 200 feet @ $7.50/ft.	1,500.00	
Assaying, 50 samples @ $2.00 each	100.00	
Total Estimated Cost of the Project		$15,080.00
Government Participation @ 50%		$ 7,540.00

   Amendments -

   No. 1, dated February 25, 1963, changes bulldozing to road repaid.

   Work Completed -

Road repair	$ 280.00	
Repair of camp buildings	600.00	
Timbering, 10 feet @ $7.50/ft.	75.00	
Drifting and crosscutting, 142 feet @ $36.00/ft.	5,112.00	
Total Cost of the Project		$6,067.00
Government Participation @ 50%		$3,033.50

Work was concluded by a Termination Agreement, dated October 18, 1964, effective June 28, 1963.

3. Report of Review dated February 5, 1964.

Operator's final report January 31, 1964
Field final report February 27, 1964

4. No certification of discovery.

5. Comments -

The purpose of the project was to explore by crosscutting and drifting quartz veins believed to exist along or near the contact between serpentine and a schistose gabbro. However, no vein was found other than a few little quartz stringers. No further work would be warranted on this property.

W. R. Griswold, Chief
Division of Minerals

WRGriswold/gla
cc to: Director's Reading File
Docket
Code 500

MME Form 17
Mar. 59

OFFICE OF MINERALS EXPLORATION

WORK COMPLETED ANALYSIS

Certified No

After final audit or review report is received, prepare in duplicate. File original in official docket. Send copy to Code 210.

Operator: Stanley + Nettie Brainerd

Actual Cost

State: California

Agreed Unit Cost: X

Final Report of Audit

Commodity: Au.

Docket No.: OME 6187

Final Report of Review: 2-5-64

Contract No.: 2147

Type of Work (Use these categories only)	Authorized by Contract and Amendments		Completed and Paid for		Net cost after sale of Gov't. Property
	Units	Cost 1/	Units	Cost 1/	
Drifting & Crosscutting	350'	12,600	142'	5,112.	
~~Raising~~ Road repair	160 hrs	280.	160 hrs	280.	
~~Shafts~~ Timbering	200'	1500.	10'	95.	
~~Winzes~~ Repair camp buildings		600.		600.	
~~Drilling~~ Assaying (Specify)	50	100			
Surface Excavation		15080.			
Underground Excavation					
Roads and Trails					
Operating Equipment Purchased					
Surface Rehabilitation & Repairs					
Underground Rehabilitation					
New Building, Improvements, etc.					
Other (Specify)					
Totals		15,080		6,067.	2/ 6,067.

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

Prepared by W. R. Gilewell Date 3/11/64

41725

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco, California, 94111

Memorandum

February 27, 1964

To : Chief, Division of Field Operations, OME, Washington, D. C.

From : Acting Field Officer, OME, Reion II

Subject: OME-6187 (Gold)
Stanley E. and Nettie Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Enclosed are the original and two copies of the Final ~~Report on the~~ subject contract.

OFFICIAL FILE COPY
O. M. E
RECEIVED MAR 3 1964

DATE	INITIALS	CODE
		130
	Grswold	500

Paul V. Fillo

Paul V. Fillo

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

1cy 130

UNITED STATES
DEPARTMENT OF THE INTERIOR
STEWART L. UDALL, SECRETARY

OFFICE OF MINERALS EXPLORATION

REPORT OF EXAMINATION

by

ACTING FIELD OFFICER, REGION II

OFFICIAL FILE COPY
O. M. E.
RECEIVED MAR 3 1964
DATE | INITIAL | CODE

FINAL REPORT

OME-6187 (Gold)
Stanley E. Brainerd & Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California

By

Paul V. Fillo
Acting Field Officer
OME Region II

FIELD
FINAL REPT.

February 27, 1964

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I L L U S T R A T I O N S

Figure 1. ---------- Location Map

Figure 2. ---------- Claim Map

Figure 3. ---------- Progress Map

INTRODUCTION

During the OME contract the Angle Liberty mine located near Alleghany, California (Fig. 1), was first explored by the co-owner, Stanley E. Brainerd, who is now deceased. Fred Hamberg, and Nettie M. Brainerd, who was the decedent's co-owner, continued the contract work until May 31, 1963. Part of the work was done in cooperation with the Office of Minerals Exploration, Docket No. OME-6187, Contract No. 2147, dated May 31, 1962. The contract was terminated June 28, 1963, by mutual agreement between the Government and the operator. The cost of the project was $6,067.00 of which the Government's share at 50 per cent was $3,033.50. Work was begun August 3, 1962, and was terminated May 31, 1963.

On September 4, 1963, an examination of the property to evaluate the completed work was made by Paul V. Fillo, acting field officer, and was accompanied by Fred Hamberg, representing the operator.

SUMMARY

The purpose of the project was to explore by crosscutting and drifting where ores of gold occurring in quartz veins along and near the contact between serpentine and schistose gabbro in the Angle Liberty mine. In completing 142 feet of crosscutting and drifting only negative results were disclosed and that further work would not be justified. By mutual agreement between the operator and the Government, termination of the contract was approved and executed. The project work comprised of 100 hours of

bulldozer work of constructing an access road with drainage trenches, 350 feet of drifting and crosscutting, 200 feet of timbering, $600 for repairing and reconditioning camp buildings, and 50 assay samples analyzed for gold.

No ore was mined during the period of the contract, and no royalties were paid to the Government. On January 13, 1964, the operator submitted his Final Report, and it is recommended that the Government accepts his Report.

CONCLUSIONS AND RECOMMENDATIONS

The crosscutting and drifting work was unsuccessful in disclosing significant mineralization and future exploration in the mine appears of doubtful value unless by further detailed geological mapping new targets are found. I do not recommend Government assistance for additional work in this mine, and certification of discovery is not recommended.

LOCATION, ACCESSIBILITY, AND LOCAL FACILITIES

The mine exploration project is in the Alleghany Mining District, NE 1/4, sec. 4, T. 18 N., R. 10 E., MDBM, Sierra County, California. The mine is located on the north slope of Kanaka Creek along French Ravine. The property lies between Kenton and Oriental mines, approximately 2 1/2 miles from Alleghany, California, on the Foote Crossing road; thence turn left on unimproved road and travel southeast about 1/2 miles of steep-grades, which during winter months are mostly impassable.

PROPERTY

The property consists of one unpatented mining claim (Angle Liberty

Quartz) situated in Alleghany Mining District in NE 1/4, sec. 4, T. 18 N., R. 10 E., MDBM, Sierra County, California.

History and Ownership

The land referred to in the contract consisted of one unpatented lode claim which is held by the operator. The claim was known as the Clincher prior to 1912; the property was relocated January 1, 1912, by George E. Showler and J. J. McConnel, Colusa, California. In September 1912 the property was deeded to Thomas R. Thompson. In 1921 George H. Brainerd relocated the property and in 1943 it was placed in joint tenancy with son Stanley E. Brainerd and Nettie Brainerd following the death of G. H. Brainerd in February 1943. On January 9, 1963, Stanley E. Brainerd passed away so Nettie M. Brainerd became the sole ownership of the property.

From 1940 to 1954 the property was worked on lease and option basis. In every case the lease was forfeited and the property was returned to the owners. Some low-grade ore was encountered between 1945 and 1954, but no attempt was made to mine and mill the ore. Only assessment work has been done on the property since 1954. The OME contract was assigned on May 7, 1962, with approval of the Government, Stanley E. Brainerd, and Nettie M. Brainerd, who completed only part of the work under the contract.

Production

No ores were mined, produced, or sold during the period of the contract; therefore, no royalties were paid to the Government.

OME PROJECT

The work authorized by the contract was as follows:

Bulldozing work for access road	100 hours
Drifting and crosscutting	350 feet
Timbering	200 feet
Repairing and reconditioning camp	Job
Samples to be assayed	50

The completed work is itemized as follows:

	Allowed	Completed	Remainder
Drifting & crosscutting	350 ft.	142 ft.	208 ft.
Road repair	160 hrs.	160 hrs.	0
Timbering	200 ft.	10 ft.	190 ft.
Repairing & reconditioning camp buildings	$600	$600	0
Sampling	50	0	50

During the period of the contract, one amendment and a termination agreement were issued.

Amendment No. 1, dated February 25, 1963, under the heading "Description of the Work" in Exhibit A(a) of the contract, the first paragraph is deleted and the following is substituted in lieu thereof:

> "An access road with drainings trenches . . . shall be repaired. The Government will contribute to repair costs of not to exceed 160 hours at a rate of not to exceed $1.75 per hour."

Termination Agreement dated October 18, 1963, and effective June 28, 1963, the contract and all obligations were terminated.

Expenditures

The completed project comprised of road repair, 142 feet of crosscutting and drifting, and 10 feet of timbering. The following costs of the project are obtained from E. D. Talbert's Report of Review dated February 5, 1964.

Acceptable Costs:

Road Repair, 160 hours at	$1.75.....	$ 280.00
Rehabilitation of camp buildings, 1 job.....		600.00
Drifting and crosscutting, 142 ft. at $36.00.....		5,112.00
Timbering, 10 ft. at	$7.50.....	75.00
Total		$ 6,067.00
Government's share of total expenditure at 50%		$ 3,033.50
Unexpended funds		$ 9,013.00
Government's share of unexpended funds at 50%		$ 4,506.50
Net proceeds from production		None
Royalty paid to the Government		None
Royalty due the Government		None

GEOLOGY

Geology Setting

The oldest rocks in the mine are relief quartzite formation of the carboniferous age and the gabbro and serpentine of the post carboniferous (?) age. The rocks are metamorphosed sediments and volcanics of the Calaveras group that were cut later by intrusive rocks. The Relief formation is composed of quartzitic sandstones and with streaks of siliceous clay slates. The formation trends north and south and is separated by serpentine and gabbro, and in places the gabbro altered to amphibolite. The principal wall rock in the mine is schistose gabbro. In the western part of the mine workings, serpentine formed the footwall of the quartz vein segment that was exposed. In the OME contract, the crosscut work encountered serpentine schist contact within a short distance of the starting point with only a few thin quartz stringers exposed.

A drift was advanced in northerly direction along the contact in hopes the work would intersect a quartz vein which outcrops on the surface and at the time thought the outcrop projected to the drift level. After 117 feet of drifting with negative results, the operator decided to have the surface geologically mapped. It was found the quartz structure in French Ravine would project down to the serpentine contact and that it would intersect at a point about 50 feet above the present north drift.

In the operator's final report, he mentioned that a more prominent vein in the south end of the mine is the principal one to explore. This may be true, but in all probabilities, the distance between the surface and the main level is so close that nothing of significance would be gained.

Ore Reserves

There are no measured nor indicated reserves of gold ore at the property and no reserves are inferred.

Sampling

No attempt was made to sample the low-grade quartz material exposed.

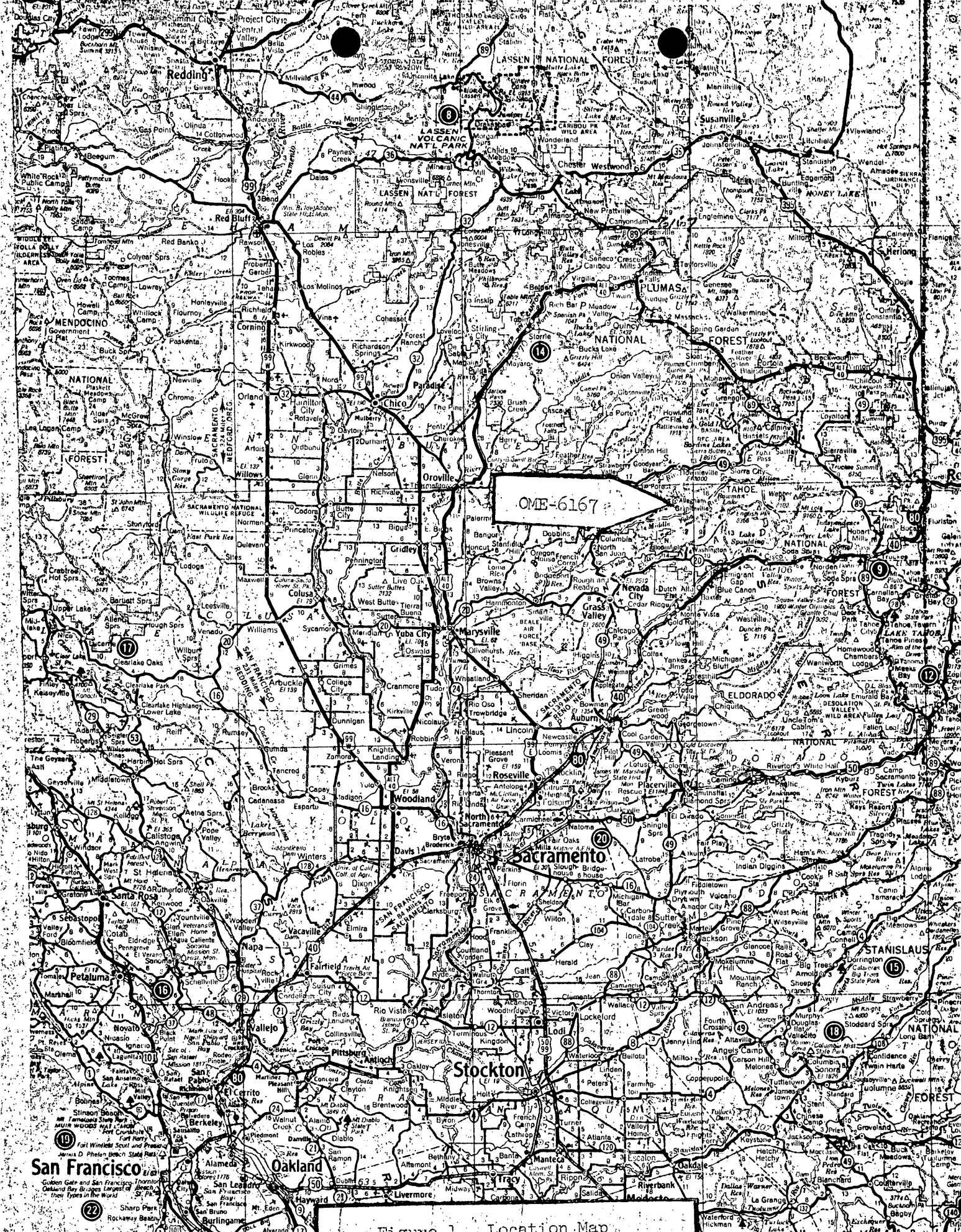


Figure 1. Location Map

MAP SHOWING APPROXIMATE POSITION OF LIBERTY QUARTZ CLAIM

COMPILED FROM VARIOUS SOURCES OF VARYING DEGREES OF ACCURACY

1" = 200'

T. F. TAYLOR FEB. 1963

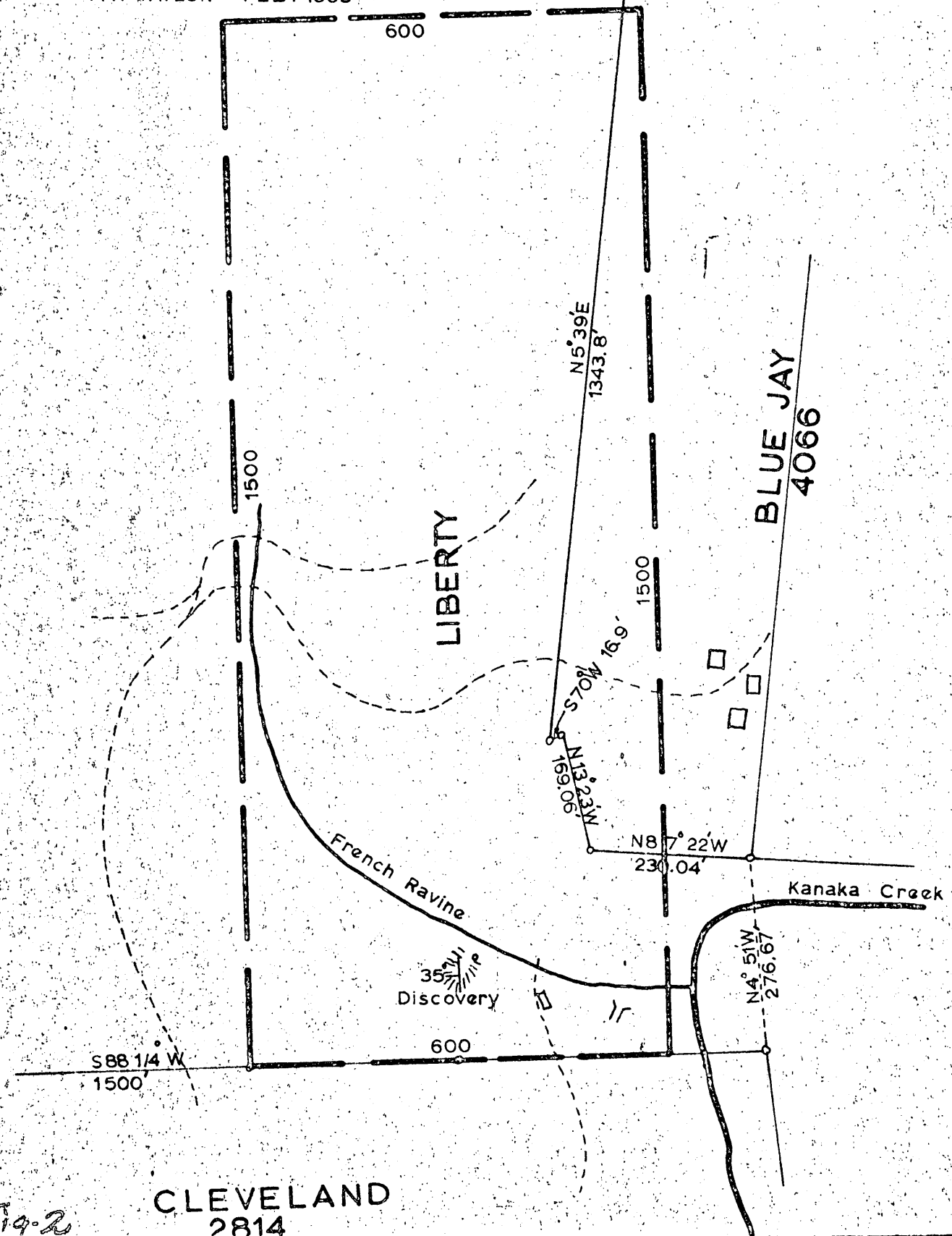
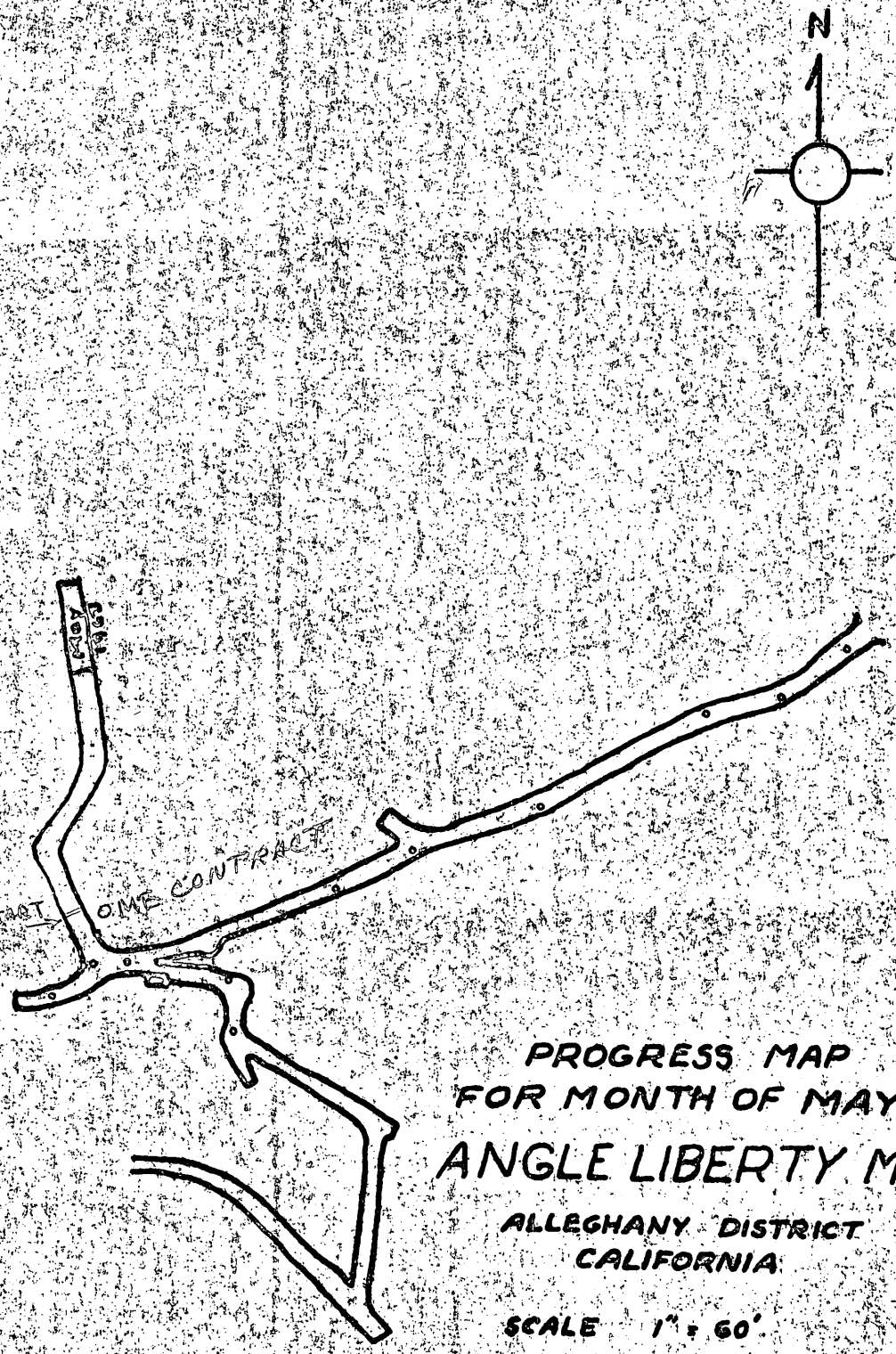


Fig. 19-2



PROGRESS MAP
FOR MONTH OF MAY

ANGLE LIBERTY MINE

ALLEGHANY DISTRICT
CALIFORNIA

SCALE 1" = 60'

After C. O. Read by T. F. Taylor

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco, California, 94111

OFFICIAL FILE COPY
O. M. E.
RECEIVED FEB 1 1964
DATE
2/17 Murphy 5t2

February 10, 1964

Mrs. Nettie M. Brainerd
Post Office Box 398
Loomis, California

Re: OME-6187 (Gold)
Stanley E and Nettie Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Dear Mrs. Brainerd:

Enclosed herewith for your files is a copy of Report of Review dated February 5, 1964, with regards to the subject contract prepared by E. D. Talbert, OME, Auditor.

The Acting Field Officer, OME, Region II, concurs in the facts stated in this Report of Review.

Sincerely yours,

Paul V. Fillo
Acting Field Officer
OME, Region II

Enclosures

cc:
Contract Administration and Audit Division, OME, Washington, D. C.
Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco, California, 94111

Memorandum

February 10, 1964

To : Fiscal Section Office of Management Operations, Office of the Secretary, Department of the Interior, Washington, D. C.

From : Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Enclosed is the original of a Report of Review covering the above subject contract. This office concurs in the facts as stated in the Report of Review.

Also enclosed are the original and two copies of the Operator's final monthly Voucher and Progress report covering the month of May 1963. The voucher has been checked in this office and found to comply with the contract. Payment of the Government's participation is recommended.

Paul V. Fillo

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

OFFICIAL FILE COPY
O. M. E
RECEIVED FEB 14 1964

DATE	INITIALS	CODE
2/14	[illegible]	800
~~2/17~~	[illegible]	~~500~~

MME FORM 60
SEPT. 1959

Grieved

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FEB 25 1964

Docket No. [illegible]
Contract No.
14-23-090-[illegible]
Contract Amount $ [illegible]
Gov't. Participation % [illegible] $ [illegible]
Mineral(s) [illegible]

OPERATOR'S MONTHLY VOUCHER

For Month of [illegible]

Operator's Name [illegible]
Address [illegible]

COST CATEGORIES	FOR OPERATOR'S USE: MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE	FOR GOVERNMENT APPROVAL ONLY: MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE
Fixed Unit Costs and						
(1) Independent Contracts:						
Bulldozing	[illegible]	[illegible]	[illegible]	1,152.00		
Drifting						
Crosscutting						
Drilling						
(2) Personal Services:						
Supervision & Technical						
Outside Consultants						
Labor		[illegible]	[illegible]	280.00		
(3) Operating Mat'l. & Supplies:						
Timber	75.00		75.00	75.00		
Explosives						
Pipe						
Rail						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehab. & Repairs:						
Buildings, Fixtures, etc.		[illegible]	[illegible]			
Operating Equipment						
(6) New Buildings, Fixtures, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Analytical Work				See Report of Review		
Payroll Taxes				and 2/5/64		
Employee's Liability Ins.						
TOTALS	[illegible]	[illegible]	[illegible]	1,507.00	4,560.00	6,067.00

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

Date [illegible] * Payee Nettie M. Brainerd

Per _____ Title Co-owner

* 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.

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

(INSTRUCTIONS ON REVERSE)

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

$ 753.50

Signature BHB
(Authorized Certifying Officer)

Date 2/24/64 Vou. No. 1108-6

(SEE OTHER SIDE)

Certification by Government Representative:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating an exploration project in accordance with the terms of Contract No. 2147

Signature Paul V. Fillo Title Acting Field Officer Date Jan. 31, 1964

Approved by OME Executive Officer or Alternate: OME Regional

Signature Paul V. Fillo Title Acting Field Officer Date Jan. 31, 1964

OPERATOR'S MONTHLY REPORT

The Operator, under an Office of Minerals Exploration contract, is required to report monthly to the Government. The report consists of three parts.

FIRST, the Operator's Monthly Voucher on MME Form 60 listing the project costs incurred and claimed by the Operator is the voucher basis for payment of the Government's share of the cost.

SECOND, the Operator's Progress Report on MME Form 61 is a statistical report of the units and cost of of work performed under the contract.

THIRD, the Operator's Narrative Report is a concise description of the work performed, results accomplished, and any unusual situations encountered, illustrated and supported by engineering-geological maps or sketches, drill hole logs, assay reports, etc., as pertinent.

The Operator submits the original and four copies of each of the three sections of this report to the OME regional Executive Officer at the end of each month during the life of the contract.

PREPARATION OF OPERATOR'S MONTHLY VOUCHER, MME FORM 60

After all applicable spaces are filled in, the Operator or his agent must sign the certification in the lower left corner. Categories (2) through (7) apply to "Actual Cost" contracts only.

Under "Fixed Unit Costs" and Category (1) report, (a) the total fixed unit costs of work performed under contract provisions for contribution by the Government on a basis of "fixed unit costs"; and (b) the claimed costs of work performed on a unit-price basis by independent contractors.

Under Category (2) include the claimed costs of all payrolled and invoiced supervisory, technical, and labor personnel, except the costs for services applicable to Categories (5) and (6).

Under Category (3) include the claimed costs of all project materials and supplies other than those used for work under Categories (5) and (6).

Under Category (4) report claimed rentals on equipment belonging to a third party, claimed payments or obligations for payments on the Operator's purchase of equipment, and claimed depreciation for the use of Operator-owned equipment.

Under Categories (5) and (6) include all claimed costs of labor, supervision, technical services, operating materials and supplies, and all other items used in (5) the initial rehabilitation and repairs of existing buildings, fixtures, installations (exclusive of mine workings), and operating equipment; and (6) the installation or construction of new buildings, fixtures, and fixed improvements (exclusive of mine workings). Do not report these costs under Categories (2), (3), (4), and (7).

Under Category (7) include all miscellaneous claimed costs such as repairs (other than initial) and maintenance of equipment, sampling and analysis, travel, communication, accounting, office expenses, and the Operator's share of payroll taxes and insurance.

Except for amounts claimed under "fixed unit costs" provisions of the contract, all costs claimed in this voucher must be supported by documentary evidence consisting of: (a) certified copies or transcripts of payrolls which list each employee, wage rate, period of employment, gross earnings, itemized deductions, and net earnings; (b) original or certified copies of invoices, statements of accounts, or purchase orders which indicate items of materials or services, quantities, unit prices, total charges, and payment terms; and (c) certified memoranda of the Operator for such items as depreciation of Operator-owned equipment, unemployment taxes, and employee's liability insurance. The certification may be stated thus, "Certified True Copy (or Transcript)", followed by the signature of the Operator or his agent. One copy of each document should accompany the original of this voucher.

The requirement for submitting documentary evidence of claimed costs may be waived by the OME regional Executive Officer if he determines that it is impracticable for an Operator to submit this material. In any case of waiver of this requirement an "on-site" audit by an OME auditor is mandatory prior to payment of the final Operator's Monthly Voucher.

MME FORM 61
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OPERATOR'S PROGRESS REPORT For Month of [illegible] 1963 Docket No. [illegible]

Operator's Name [illegible] Contract No. 14-23-090-[illegible]

OPERATION	UNITS	FOR OPERATOR'S USE: UNITS THIS MONTH	UNITS TO DATE	COSTS TO DATE	FOR GOVERNMENT USE: APPROVED UNITS THIS MONTH	APPROVED UNITS TO DATE	APPROVED COSTS TO DATE
Drifting	[illegible]	[illegible]	[illegible]	5,112.00	32	142	5112.00
Crosscutting							
Raising							
Shafts							
Winzes							
Other Underground							
Drilling, Core-Diamond							
Rotary							
Drilling, Non-core-Diamond							
Rotary							
Churn							
Percussion							
Miscellaneous							
[illegible]	[illegible]	[illegible]	[illegible]	75.00	10	10	75.00
Roads and Trails			[illegible]	[illegible]			280.00
Stripping							
Trenching							
Test Pitting							
Other Surface Work							
Initial Rehabilitation and Repairs				[illegible]			600.00
Rehabilitation of Mine Workings							
New Buildings, Fixtures, etc.							
Operating Equipment Purchases							
Analytical Work							
TOTAL TO DATE (*per MME Form 60*)				6,067.00			6,067.00

REMARKS

(Continue on back)

REMARKS

(Continue on back)

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 [illegible] 31, 1963 Operator Nettie M. Brainerd

Per _____ Title [illegible]

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

I certify that the information above is complete and accurate to the best of my knowledge and belief.

Signature Paul V. Fell

Title Acting Field Officer

OME Region II Government Representative

Date Jan 31, 1964

(INSTRUCTIONS ON REVERSE)

REMARKS *(Cont.)*

REMARKS *(Cont.)*

INSTRUCTIONS FOR PREPARING OPERATOR'S PROGRESS REPORT, MME FORM 61

This report is the second of the three parts of the Operator's Monthly Report. Submit the original and four copies.

The cost for each operation should be the total of all claimed costs attributable to that type of work with two exceptions, namely—operating equipment purchased and analytical work which are stated separately. For example, drifting costs should be the total of all costs chargeable to drifting including supervision, technical services, timbering (if any), etc. Similarly, drilling costs should include the cost of cementing, reaming, core boxes, etc. This procedure of distribution holds whether the contract was written on an actual cost or a unit cost basis, or some combination of the two. Distribute the cost of such general items as supervision, equipment rented, etc. according to relative footages or on some other conventional basis. The item "Initial Rehabilitation and Repairs" covers all rehabilitation and/or repairs other than the rehabilitation of mine workings.

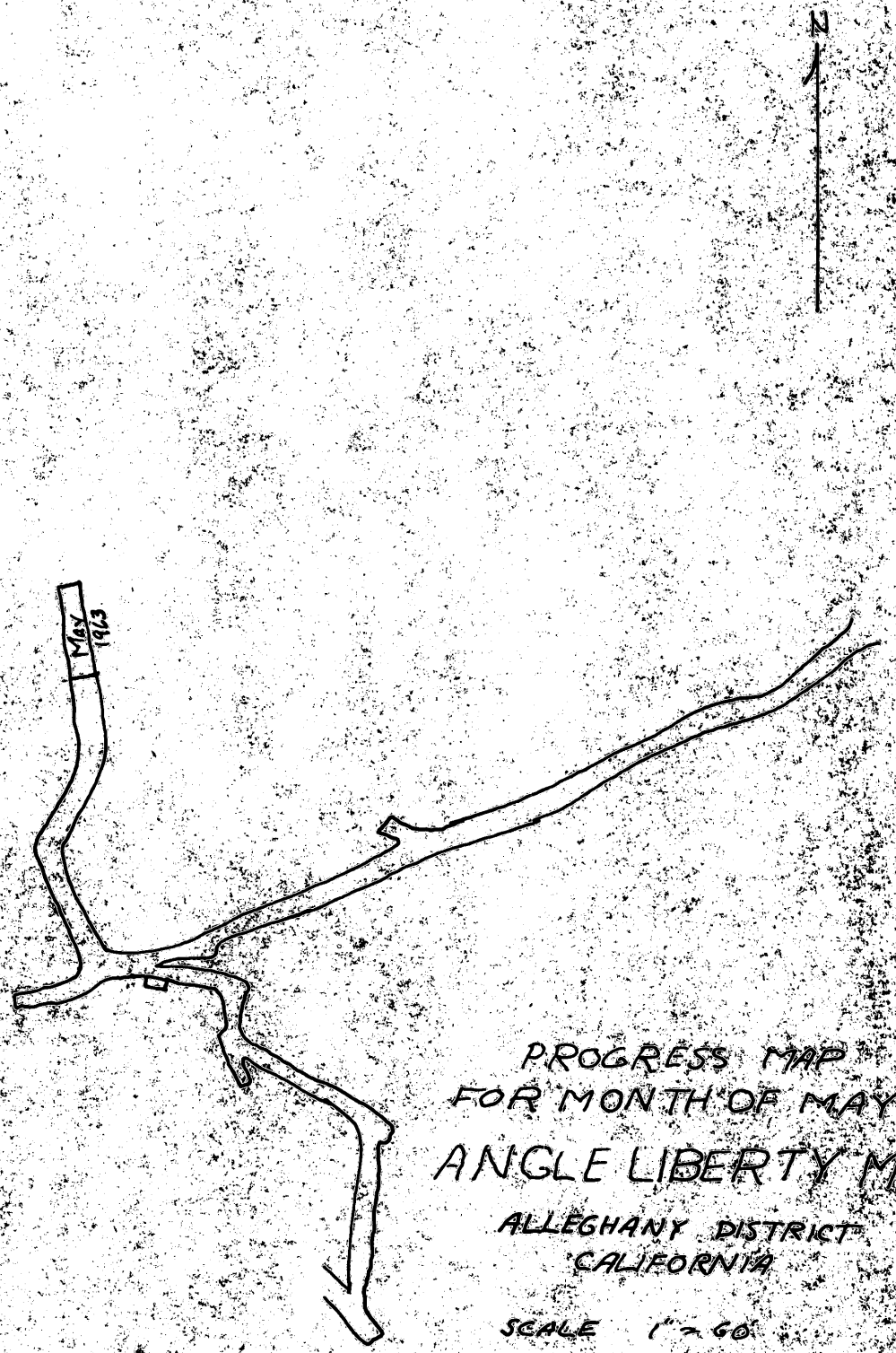
The item titled "Drilling, Non-core Percussion" includes all drilling performed with wagon, jack-hammer, stoper and mounted drills. The several items labelled "Other" are provided to take care of particular exploration operations not specified on this form.

INT.DUP.,D.C.59- 61577

[illegible]

[illegible]

[illegible]



PROGRESS MAP
FOR MONTH OF MAY
ANGLE LIBERTY MINE
ALLEGHANY DISTRICT
CALIFORNIA

SCALE 1" = 60'

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
	Griswold	500
2/5	Talbot	800
	FCL	130
2/6	Johnson	110
2	[illegible]	100
2/6	Cole	220
		500

FEB 6 1964

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: CME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

We have your January 31 memorandum with attachments summarizing the referenced project results. We agree that the material submitted is adequate.

WRGriswold/mm
2/5/64
cc: Director's Reading File
Review Committee
Docket

George C. Selfridge

23263

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
2/5	Cal	220
		500

FEB 5 1964

Memorandum

To: Acting Field Officer, Region II

(Signed) E. D. Talbert

From: Chief, Contract Administration and Audit Division

Subject: OME-6187 (Gold)
Stanley E. Brainerd & Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

As requested in your January 31 memorandum, a Report of Review covering the subject contract has been prepared. The original and two copies are enclosed, together with the original of the final (May 1963) MME Form 60 and attachments.

If you concur in the facts stated in this Report of Review, please make the distribution authorized by section 4 of OME Circular 2 dated February 17, 1960. As evidence of your concurrence, a copy of your letter transmitting the Operator's copy of the Report of Review should be furnished to this Division. If for any reason you do not concur, the original and both copies should be returned to this Division with your comments.

Enclosures

EDTalbert/ama 2-5-64

cc:
Docket
Director's Reading File
CA & A Division
Fiscal Section

43683

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco, California, 94111

Memorandum January 31, 1964

To : Chief, Division of Field Operations, OME, Washington, D. C.

From : Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. Brainerd & Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Enclosed are the original and two copies of the Operator's Final Report on the subject contract.

The report and map are acceptable for the amount of work that was done.

Any comments on this will be appreciated.

Paul V. Fillo
Paul V. Fillo

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

OFFICIAL FILE COPY
RECEIVED FEB 4 1964

DATE	INITIAL	
2/4	[illegible]	800
		120
	Original	500

OPERATOR'S FINAL REPORT

OME 6187
Contract 2147

for

Stanley E. Brainerd
and
Nettie M. Brainerd

on the

ANGLE LIBERTY MINE

Sierra County, California

by

T. F. Taylor

as requested by

Fred Hamberg

OPERATOR'S
FINAL REPT.

The purpose of this contract was to explore by cross-cutting and drifting for ores of gold occuring in quartz veins along a contact between bodies of serpentine and schist. The contract allowed for repairing an access road, reconditioning the mine camp, drifting and crosscutting, timbering, and assaying.

The initial work under this contract was done by Stanley E. Brainerd, who is now deceased. Fred Hamberg, in the name of the decedent's co-owner, Nettie M. Brainerd, carried on the project until the end of May, 1963, when operations were stopped due to the lack of incentive to continue.

On Oct. 18, 1963, the Government proposed a termination agreement, effective June 28, 1963, where by the operator was to perform all wind up work and settlement actions as provided for in the contract.

The work completed under this contract is summarized as follows:

Drifting and cross-cutting	142 feet	$ 5,112.00
Timbering	10 feet	75.00
Repair of access road		280.00
Repair of camp buildings		600.00
Total		$ 6,067.00

No assaying was done for no gold bearing rock was found.

The initial rehabilitations and repairs, consisting of a cabin commpressor house, and tool house, was completed by the end of October, 1962. The road work was completed by the end of December, 1962. Work then commenced on the continuation of an old drift thru a schist formation in a north west direction along a very weak quartz vein. The intent was to find a presumed main quartz vein which was to lie along the contact of a large serpentine mass and the schist. The serpentine- schist contact was encountered about 25 feet from the starting point, but no quartz vein of any consequence was found, only a few thin quartz stringers.

The work then progressed in a north direction along the edge of the serpentine body thru the schist in an attempt to locate a quartz vein which outcrops on the surface and was thought to have projected down to the drift level near the serpentine schist contact. Drifting was continued until the end of may, 1963, for a distance of 142 feet without success of finding the presumed vein. At that time this writer was asked to evaluate the work perfomed and to construct a map, which is made a part of this report. There has been no work on the property since, other than the removal of equipment from underground. Therefore, the following letter and attached map are up to date and should explain the geologic features and the conclusions obtained from the project. The operator does not intend to pursue the work as described in the contract any further.

Theodore F. Taylor
P. O. Box 894
Alleghany, California

Mr. Paul V. Fillo
Acting Field Officer
OME Region II
555 Battery Street
San Francisco 11, California

Re: OME-6187 (Gold)
Stanley and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Dear Mr. Fillo:

At the request of Mr. Fred Hamberg, of Route 1, Box 1828, Loomis, California, on May 30, 31, and June 1, 1963, I examined and mapped the Angle Liberty Mine. The results of my findings are shown on the enclosed map.

The exploration work completed to date by this project has failed to reveal any new quartz veins or to provide any significant clues as to where one may be located. However, it did make known the continued location of the serpentine-schist contact at the tunnel elevation. It appears from the mapping that the small quartz vein outcrop in the pit near French Ravine would project down to this serpentine contact and intercept it at a point about 50 feet above the present north drift heading. Also, since the serpentine is striking north and is near vertical, and the quartz vein is striking north west and dips to the west, then the point of interception of these structures will be at a even higher elevation relative to the drift as one drifts north. Traces of a quartz stringer of similar strike could be found on the surface in a south direction from the pit. The quartz stinger on which the present drift was begun seems to have disappeared near the serpentine.

A silica rich rock zone was found in the bedrock on French Ravine that showed directional properties of S 20 W, pointing toward a similar zone which showes in the access tunnel. Thus, if these structures are one and the same then it must be diverging from the area of present exploration.

A quartz outcrop with a west dip and a north-west strike was found above and to the south of the upper diggings which was several inches thick. Mapping indicated that it is probably the same vein which was drifted on in the south end of the mine. In the drift this vein has an average dip of 50 degrees and a strike of N 60 W. The vein fault has good gouge on it and in some places the quartz is brecciated. The gouge appears to be cut off directly against the serpentine. It is on this vein that Mr. Hamberg reported that he has found gold in quartz.

All presently known evidence suggests that the more prominent vein in the south end of the mine is the principal one, and the more north striking vein, upon which the exploration drift was begun, is a minor split off from it. This secondary vein appears to die against the massive serpentine dike just as the primary one did. There is no evidence to indicate that a quartz vein of any consequence exists north of the present drift heading at its elevation. In veiw of these findings Mr. Hamberg has stopped advacement to the north until he hears further word from you.

Very truly yours,

T. F. Taylor

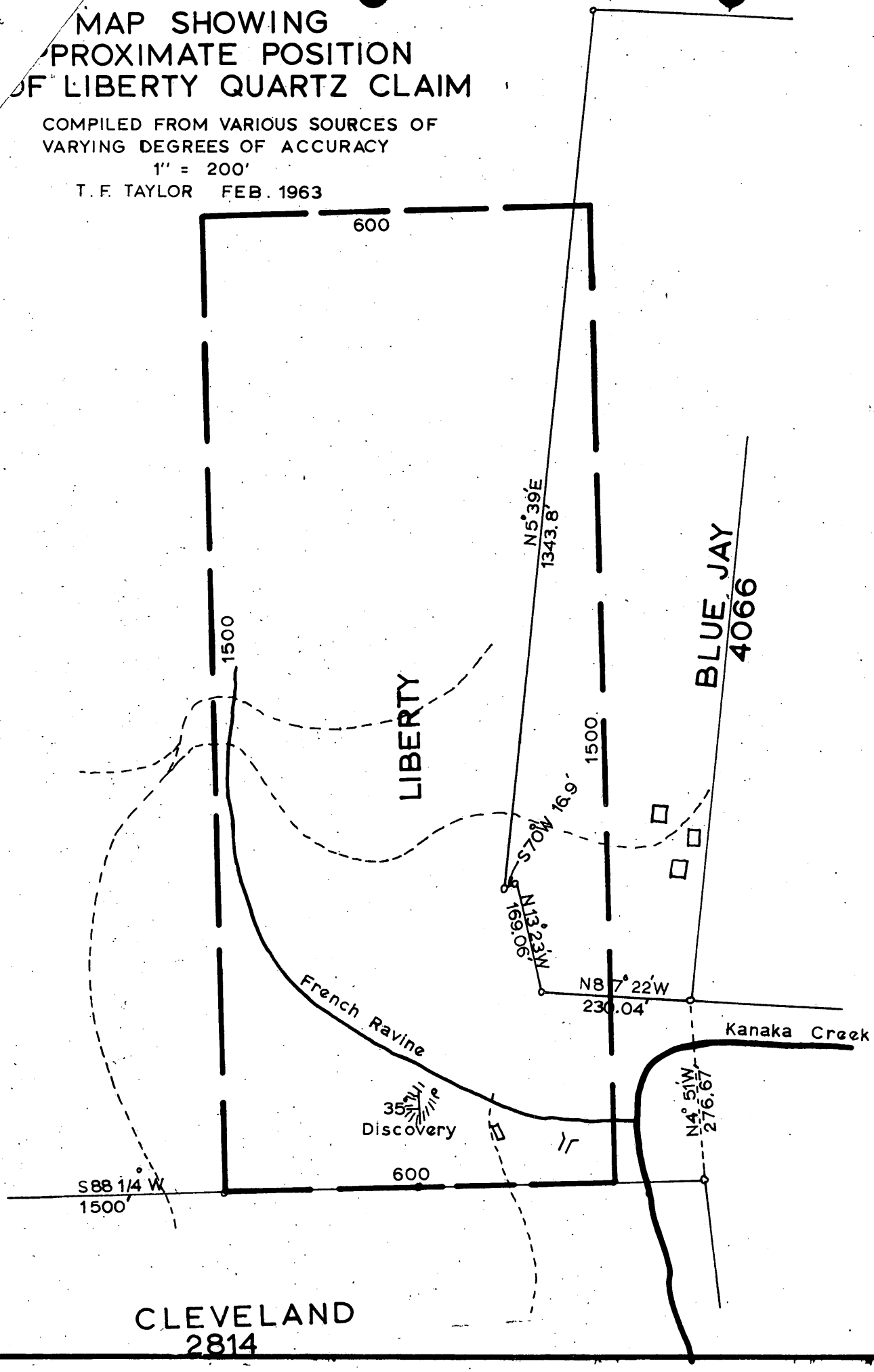
cc: Fred Hamberg

MAP SHOWING PROXIMATE POSITION OF LIBERTY QUARTZ CLAIM

COMPILED FROM VARIOUS SOURCES OF VARYING DEGREES OF ACCURACY

1" = 200'

T. F. TAYLOR FEB. 1963



UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco, California, 94111

OFFICIAL FILE COPY
RECEIVED
DATE
Approved 500

Memorandum

To : Chief, Division of Field Operations, OME, Washington, D. C.

From : Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. Brainerd & Nettie M. Brainerd
Angle Liberty mine
Sierra County, California
Contract No. 2147

January 31, 1964

Enclosed are the original and two copies of Termination Agreement of the above subject contract properly executed by the operator.

The remaining copies of the Termination Agreement have been distributed in the usual manner.

Paul V. Fillo
Paul V. Fillo

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco, California, 94111

EXTRA COPY
O. M. E
RECEIVED 4 1964

DATE	INITIALS	CODE
		500
January 31, 1964		

Memorandum

To : Contract Administration and Audit Division, OME, Washington, D. C.

From : Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. Brainerd & Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Enclosed is an original final monthly voucher report on the above subject contract.

A number of units of work completed by the operator and accepted by the Acting Field Officer as conforming to contract specifications were:

Repair access road	1 job
Drifting	142 feet
Timbering	10 feet
Initial rehabilitation & repairs	1 job

An acceptable final engineering and geological report was received from the operator on January 13, 1964. A Report of Review in lieu of a final audit is in order and requested. The original copies of the final voucher (May 1963), forms MME-60 and MME-61 together with supporting documents are attached.

The Termination Agreement has been properly executed by the operator and will be forwarded to the Chief, Division of Field Operations, OME, Washington, D. C.

PAUL V. FILLO

Paul V. Fillo

Enclosure

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

Form 7
-58)

OFFICIAL FILE COPY

Date	Surname	Code
1/8	Talbert	800
1/8	Murphy	500
	[illegible]	130
1/8	Johnson	110
	[illegible]	100
1/9	[illegible]	220
		500

JAN 9 1964

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

By letter dated November 1, 1963, you forwarded a proposed Termination Agreement to the subject Operator. This agreement, which is effective June 28, 1963, was prepared in accordance with the Operator's September 3, 1963, request and your September 16, 1963, recommendation.

A follow-up on this agreement is suggested. Furthermore, your follow-up should include a request for the Operator's final report as required by Article 5(c) of the contract and, if not as yet received, the Operator's final MME Forms 60 and 61.

After receipt of the executed Termination Agreement, the Operator's final report, and the MME Forms 60 and 61, you should request a Report of Review in lieu of a final audit in accordance with section 1 of OME Circular 2.

George C. Selfridge (gla)

EDTalbert/ama 1-8-64

cc:
Docket
Director's Reading File
CA & A Division
Review Committee

43683

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco, California, 94111

OFFICIAL FILE COPY
O. M. E
JAN 10 1964
CODE

January 6, 1964

1/13 On leave 800
~~1/14 Murphy~~ 500

Mrs. Nettie M. Brainerd
Post Office Box 398
Loomis, California

Re: OME-6187 (Gold)
Stanley E. and Nettie Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Dear Mrs. Brainerd:

Please advise when we may expect to receive your signed copies of proposed Termination Agreement.

A field trip is scheduled next week and since I will be passing by Loomis, I will stop at your residence for a meeting. This will be the thirteen, weather permitting.

Sincerely yours,

PAUL V. FILLO

Paul V. Fillo
Acting Field Officer
OME, Region II

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco, California, 94111

OFFICIAL FILE COPY
O. M. E
RECEIVED NOV 4 1963
DATE
11/4 cog 800
11/4 Naughton 500

November 1, 1963

Mrs. Nettie M. Brainerd
Post Office Box 398
Loomis, California

Re: OME-6187 (Gold)
Stanley E. and Nettie Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Dear Mrs. Brainerd:

Enclosed are the original and four copies of a proposed Termination Agreement with reference to your contract signed by the Director for the Government.

If the proposed Termination Agreement meets with your approval, please sign and return the following copies to this office:

Government's copy
Fiscal Section's copy
Audit's copy
Field Office's copy

The Operator's copy should be retained by you. In the event the Termination Agreement is not satisfactory to you, please return all copies to this office unsigned with your reasons for not signing.

Sincerely yours,

A. NEALON

For: Paul V. Fillo
Acting Field Officer
OME, Region II

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
10/18	Murphy	500
10/18	Ostrove	500
10/18	Talbutt	800
	[illegible]	130
10/18	Johnson	110
	[illegible]	100
10/18	Cole	120
		500

OCT 18 1963

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

In accordance with your recommendation of September 16, 1963, enclosed are the original and four copies of a proposed Termination Agreement to the subject contract, signed by the Director for the Government. An extra copy of the Termination Agreement is also enclosed for field use.

If the proposed agreement is satisfactory to you and the Operator, all five copies should be signed by the Operator. Thereafter, please distribute the copies in the usual manner.

If any part of the proposed agreement does not have your approval or that of the Operator and cannot be altered within your delegated authority, the original and all copies are to be returned to this office together with the proposed changes for consideration.

George C. Selfridge (gla)

Enclosures

MMerrithew/mm
10/18/63
cc: Director's Reading File
Review Committee
Docket

43683

DRAFT 10/11/63
FMMurphy/mm

EXPLORATION CONTRACT
STANLEY E. AND NETTIE M. BRAINERD
OME-6187

TERMINATION AGREEMENT

It is agreed this _____ day of _____, 1963, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and Stanley E. and Nettie M. Brainerd, hereinafter called the "Operator," parties to that certain Exploration Contract No. 2147 (OME-6187), dated May 7, 1962, as amended, hereinafter called the "Contract," that

1. Effective ~~August 1, 1963~~ June 28 1963, the contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

2. The Government shall contribute only to the unit costs of the work performed prior to said effective date.

3. The Operator shall promptly perform all winding-up and settlement actions provided for in the contract, including furnishing to the Government a final report (in addition to the final monthly report) which shall include a geological and and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the related cost units thereof.

4. All rights of the Government respecting certification of possible production, percentage royalty and liens to secure payment thereof, reports (including preservation of the Operator's records) accounts, audits, and the right to recover any overpayment are hereby preserved.

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

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

THE UNITED STATES OF AMERICA

By _____
Director, Office of Minerals Exploration

STANLEY E. AND NETTIE M. BRAINERD

By _____
Nettie M. Brainerd

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED SEP 20 1963

DATE	INITIALS	CODE
9/20		800
		120
		500

Memorandum

To : Chief, Division of Field Operations, OME, Washington, D. C.

From : Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

September 18, 1963

Enclosed is a copy of a letter from the operator for your information and advice. This office approves and recommends a mutual agreement between the operator and Government in terminating their contract, as further work is not justified.

Paul V. Fillo

Paul V. Fillo

Enclosure

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

Loomis, Calif
Sept.

SEP 1963
BUREAU OF MINES
OFFICE OF
MINERAL EXPLORATION
RECEIVED

Mr. Paul Fillo-
United States
Dept. of The Interior
Office of Mineral Exploration
420 Custom House
555 Battery St.
San Francisco 11, Cal

Dear Sir:-

I am writing to inform you, that I would like to terminate my contract with the Government, Concerning the angle Liberty mine at Alleghany Sierra Co, California.

The footage already run showed no mineral value, and the Geologist report indicated, that to run further, would be a waste of time.

(contract 2147)

Yours Truly
Mrs. Nettie Brainerd
Box 398 Loomis, Cal.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California 94111

OFFICIAL FILE COPY
O. M. E
RECEIVED SEP 20 1963

DATE	INITIALS	CODE
9-20		100
		120
9/20		800
	Brainerd	500

September 16, 1963

Memorandum

To : Chief, Division of Field Operations, OME, Washington, D. C.

From : Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

A final field examination of the property was made on September 4, 1963, accompanied by Mr. Hamberg. The contract consisted of 350 feet of X-C and drifting, repairs on mine buildings, and road repairs. Final measurement of drift work totaled 142 feet.

No samples were taken during the contract program. The operator was advised that a letter of request is required to complete an agreement of terminating his contract.

The final field examination is in preparation and the property will not be certified due to no mineralization of significant value was exposed.

Paul V. Fillo

Paul V. Fillo

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

AIRMAIL

[illegible], 1963

Memorandum

To: [illegible], Washington, D. C.

From: [illegible]

Subject: [illegible]

I am planning [illegible] through [illegible]

[illegible]

[illegible]

Interior [illegible]

cc:
Chief, Division of Field Operations [illegible] Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

July 10, 1963

OFFICIAL FILE COPY
O. M. E
RECEIVED JUL 18 1963

DATE	INITIALS	
		100
7/17	KS	110
		120
7/18		800
	Brehmer	500
7/18		

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Interim Inspection

The property was inspected June 28, 1963, accompanied by the operator, Mr. Fred Hamberg. In reviewing the attached geological map prepared by Mr. Taylor, it appears that our target area would never intersect the structure that was designated in the contract. After carefully reviewing the map, talking with the operator, and measuring up the final advance of their drifting, it is the opinion of Mr. Hamberg and Mrs. Brainerd that the contract be terminated under a mutual agreement with the Government.

The drift was advanced 142 feet from the starting point of the OME contract work. At the heading it appears that the contact along the serpentine is getting softer and that there is some gabbro rock exposed on the right-hand side of the drift face.

The operator was advised that further instructions from my office will be forthcoming to instruct them what is needed in submitting a final operator's report to my office.

Paul V. Fillo

Paul V. Fillo

Enclosure

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

Theodore F. Taylor
P. O. Box 894
Alleghany, California

Mr. Paul V. Fillo
Acting Field Officer
OME Region II
555 Battery Street
San Francisco 11, California

Re: OME-6187 (Gold)
Stanley and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Dear Mr. Fillo:

At the request of Mr. Fred Hamberg, of Route 1, Box 1828, Loomis, California, on May 30, 31, and June 1, 1963, I examined and mapped the Angle Liberty Mine. The results of my findings are shown on the enclosed map.

The exploration work completed to date by this project has failed to reveal any new quartz veins or to provide any significant clues as to where one may be ~~located~~. However, it did make known the continued location of the serpentine-schist contact at the tunnel elevation. It appears from the mapping that the small quartz vein outcrop in the pit near French Ravine would project down to this serpentine contact and intercept it at a point about 50 feet above the present north drift heading. Also, since the serpentine is striking north and is near vertical, and the quartz vein is striking north west and dips to the west, then the point of interception of these structures will be at a even higher elevation relative to the drift as one drifts north. Traces of a quartz stringer of similar strike could be found on the surface in a south direction from the pit. The quartz stinger on which the present drift was begun seems to have disappeared near the serpentine.

A silica rich rock zone was found in the bedrock on French Ravine that showed directional properties of S 20 W, pointing toward a similar zone which shows in the access tunnel. Thus, if these structures are one and the same then it must be diverging from the area of present exploration.

A quartz outcrop with a west dip and a north-west strike was found above and to the south of the upper diggings which was several inches thick. Mapping indicated that it is probably the same vein which was drifted on in the south end of the mine. In the drift this vein has an average dip of 50 degrees and a strike of N 60 W. The vein fault has good gouge on it and in some places the quartz is brecciated. The gouge appears to be cut off directly against the serpentine. It is on this vein that Mr. Hamberg reported that he has found gold in quartz.

All presently known evidence suggests that the more prominent vein in the south end of the mine is the principal one, and the more north striking vein, upon which the exploration drift was begun, is a minor split off from it. This secondary vein appears to die against the massive serpentine dike just as the primary one did. There is no evidence to indicate that a quartz vein of any consequence exists north of the present drift heading at its elevation. In veiw of these findings Mr. Hamberg has stopped advacement to the north until he hears further word from you.

Very truly yours,

T. F. Taylor

cc: Fred Hamberg

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED JUN 17 1963

DATE	INITIALS	CODE
6/17 June ~~18, 1963~~		800
	Received	500

Mr. Fred Hamberg
Route One
Post Office Box 1828
Loomis, California

Re: OME-6187 (Gold)
Stanley E. and Nettie Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Dear Mr. Hamberg:

An interim inspection of the Angle Liberty mine is tentatively scheduled for or near June 27, 1963.

Sincerely yours,

A. NEALON

For: Paul V. Fillo
Acting Field Officer, OME
Region II

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED JUN 5 1963

DATE	INITIALS	CODE
6-8		100
6/5	~~June 3, 1963~~	~~110~~
		120
6/6		~~800~~
		500

Airmail

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. Brainerd and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Interim Inspection

Accompanied by the mine manager, Fred Hamberg, this property was inspected May 25, 1963.

Presently the mining operation is drifting along the contact of serpentine and schistose gabbro formation. No mineralization nor quartz is shown in the face of the drift. The situation is discouraging, and it is surmised that the operator would be in favor of a mutual termination agreement.

The drift has advanced 138 feet in northeasterly direction from the starting point of OME work and no mineralization of significant nature was exposed.

In reviewing Professional Paper 172 and maps, it appears the high-grade gold floats that were found in the early days in and along French Ravine possibily came from the surface outcropping of the Oriental quartz structure.

(Miss) Augusta Nealon
For: Paul W Fillo

cc

Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED JUN 7 1963

June 3, 1963

800
500

Mr. Fred Hamberg
Route #1, Box 1828
Loomis, California

Re: OME-6187 (Gold)
Stanley and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Dear Mr. Hamberg:

We are enclosing MME Forms 60, Operator's Monthly Voucher, and MME Form 61, Progress Report, to be used for Contract No.2147

Sincerely yours,

A. NEALON

For: Paul V. Fillo
Acting Field Officer, OME
Region II

Enclosures

cc:

Chief, Division of Field Operations, OME, Washington, D. C.

Granfield

OFFICIAL FILE COPY
O M E
RECEIVED JUN 13 1963

DATE		
6-14		
6-15		

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

AIRMAIL

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: Proposed Field Work

I am planning to conduct an interim inspection on the following contracts from June 17 to June 29:

Keystone Mine	OME-6168	(Mercury)
Loretto Mine	6092	(Copper)
Old English Mine	6163	(Gold, Uranium)
Nevada Metals, Inc.	6219	(Silver)
Consolidated Eureka	6253	(Gold, Silver)
Comeback Mine	6167	(Gold, Platinum)
Armin Speckert, Sr.	6201	(Gold)
Best Mines Co.	6204	(Gold)
Stanley E. Brainard	6187	(Gold)
Gold Queen Mining Co.	6278	(Gold)
Dickey Exploration	6256	(Gold)
Gold Queen Mining Co.	6193	(Gold)

On this trip I shall be accompanied by Hira Sthapil from Nepal, [illegible] is here under the sponsorship of the Agency for International [illegible] and Implementation by the Bureau of Mines. He will see how OME [illegible] its field inspection examinations.

Paul V. Fillo

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

OFFICE
RECEIVED
DATE
5/24
May
8 00

Memorandum

To: Fiscal Section, Division of Administrative Services,
Office of the Secretary, Department of the Interior
Washington 25, D. C

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Enclosed are the original and two copies of the Operator's Monthly Voucher and Progress Report covering the month of April 1963.

The vouchers have been checked in this office and found to comply with the contract, and payment of the Government's participation is recommended.

PAUL V. FILLO

Paul V. Fillo

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

Grieved

MME FORM 60
SEPT. 1959

MAY 29 1963

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Docket No. [illegible]
Contract No.
14-23-090-[illegible]
Contract Amount $
Gov't. Participation % [illegible] $ [illegible]
Mineral(s) [illegible]

OPERATOR'S MONTHLY VOUCHER

For Month of [illegible]

Operator's Name [illegible]
Address [illegible]

COST CATEGORIES	FOR OPERATOR'S USE			FOR GOVERNMENT APPROVAL ONLY		
	MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE	MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE
Fixed Unit Costs and						
(1) Independent Contracts:						
Bulldozing						
Drifting	[illegible]	[illegible]	[illegible]			
Crosscutting						
Drilling						
(2) Personal Services:						
Supervision & Technical						
Outside Consultants						
Labor [illegible]		[illegible]	[illegible]			
(3) Operating Mat'l. & Supplies:						
Timber						
Explosives						
Pipe						
Rail						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehab. & Repairs:						
Buildings, Fixtures, etc.		[illegible]	[illegible]			
Operating Equipment						
(6) New Buildings, Fixtures, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Analytical Work						
Payroll Taxes						
Employee's Liability Ins.						
TOTALS	[illegible]	[illegible]	[illegible]	1,188.00	3,372.00	4,560.00

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

Date [illegible] *Payee Nettie M. Brainerd

Per Fred L. Hawberg Title [illegible]

* 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.

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

(INSTRUCTIONS ON REVERSE)

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

$ 594.00

Signature Bob
(Authorized Certifying Officer)

Date 5/27/63 Vou. No. 6189

(SEE OTHER SIDE)

MAY 1963 BUREAU OF MINES OFFICE OF MINERALS EXPLORATION REGION II

Certification by Government Representative:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating an exploration project in accordance with the terms of Contract No. 2147

Signature Paul V. Gillo Title Acting Field Officer Date May 20, 1963

Approved by OME Executive Officer or Alternate:

Signature Paul V. Gillo Title Acting Field Officer Date May 20, 1963

OPERATOR'S MONTHLY REPORT

The Operator, under an Office of Minerals Exploration contract, is required to report monthly to the Government. The report consists of three parts.

FIRST, the Operator's Monthly Voucher on MME Form 60 listing the project costs incurred and claimed by the Operator is the voucher basis for payment of the Government's share of the cost.

SECOND, the Operator's Progress Report on MME Form 61 is a statistical report of the units and cost of of work performed under the contract.

THIRD, the Operator's Narrative Report is a concise description of the work performed, results accomplished, and any unusual situations encountered, illustrated and supported by engineering-geological maps or sketches, drill hole logs, assay reports, etc., as pertinent.

The Operator submits the original and four copies of each of the three sections of this report to the OME regional Executive Officer at the end of each month during the life of the contract.

PREPARATION OF OPERATOR'S MONTHLY VOUCHER, MME FORM 60

After all applicable spaces are filled in, the Operator or his agent must sign the certification in the lower left corner. Categories (2) through (7) apply to "Actual Cost" contracts only.

Under "Fixed Unit Costs" and Category (1) report, (a) the total fixed unit costs of work performed under contract provisions for contribution by the Government on a basis of "fixed unit costs"; and (b) the claimed costs of work performed on a unit-price basis by independent contractors.

Under Category (2) include the claimed costs of all payrolled and invoiced supervisory, technical, and labor personnel, except the costs for services applicable to Categories (5) and (6).

Under Category (3) include the claimed costs of all project materials and supplies other than those used for work under Categories (5) and (6).

Under Category (4) report claimed rentals on equipment belonging to a third party, claimed payments or obligations for payments on the Operator's purchase of equipment, and claimed depreciation for the use of Operator-owned equipment.

Under Categories (5) and (6) include all claimed costs of labor, supervision, technical services, operating materials and supplies, and all other items used in (5) the initial rehabilitation and repairs of existing buildings, fixtures, installations (exclusive of mine workings), and operating equipment; and (6) the installation or construction of new buildings, fixtures, and fixed improvements (exclusive of mine workings). Do not report these costs under Categories (2), (3), (4), and (7).

Under Category (7) include all miscellaneous claimed costs such as repairs (other than initial) and maintenance of equipment, sampling and analysis, travel, communication, accounting, office expenses, and the Operator's share of payroll taxes and insurance.

Except for amounts claimed under "fixed unit costs" provisions of the contract, all costs claimed in this voucher must be supported by documentary evidence consisting of: (a) certified copies or transcripts of payrolls which list each employee, wage rate, period of employment, gross earnings, itemized deductions, and net earnings; (b) original or certified copies of invoices, statements of accounts, or purchase orders which indicate items of materials or services, quantities, unit prices, total charges, and payment terms; and (c) certified memoranda of the Operator for such items as depreciation of Operator-owned equipment, unemployment taxes, and employee's liability insurance. The certification may be stated thus, "Certified True Copy (or Transcript)", followed by the signature of the Operator or his agent. One copy of each document should accompany the original of this voucher.

The requirement for submitting documentary evidence of claimed costs may be waived by the OME regional Executive Officer if he determines that it is impracticable for an Operator to submit this material. In any case of waiver of this requirement an "on-site" audit by an OME auditor is mandatory prior to payment of the final Operator's Monthly Voucher.

MME FORM 61
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OPERATOR'S PROGRESS REPORT For Month of [illegible] Docket No. [illegible]

Operator's Name [illegible] Contract No. 14-23-090- [illegible]

OPERATION	UNITS	FOR OPERATOR'S USE: UNITS THIS MONTH	UNITS TO DATE	COSTS TO DATE	FOR GOVERNMENT USE: APPROVED UNITS THIS MONTH	APPROVED UNITS TO DATE	APPROVED COSTS TO DATE
Drifting	Feet	12	110	3,[illegible]			
Crosscutting							
Raising							
Shafts							
Winzes							
Other Underground							
Drilling, Core-Diamond							
Rotary							
Drilling, Non-core-Diamond							
Rotary							
Churn							
Percussion							
Miscellaneous							
Roads and Trails				[illegible]			
Stripping							
Trenching							
Test Pitting							
Other Surface Work							
Initial Rehabilitation and Repairs				[illegible]			
Rehabilitation of Mine Workings							
New Buildings, Fixtures, etc.							
Operating Equipment Purchases							
Analytical Work							
TOTAL TO DATE *(per MME Form 60)*				[illegible]			

REMARKS

On the progress report to our drill drifting North 10 degrees EAST, following the sulphide content, and we have not intercepted the lode. So our drifting is a diversified zone with an increment in sulphides in our rock.
So lost our work on account of bad weather.

(Continue on back)

REMARKS

(Continue on back)

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 May 1, 1963 Operator Nettie M. Brainerd

Per Fred C Hamberg Title

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

I certify that the information above is complete and accurate to the best of my knowledge and belief.

Signature Paul D. Fill

Title Acting Field Officer
Government Representative
OME Region II

Date May 20, 1963

(INSTRUCTIONS ON REVERSE)

REMARKS *(Cont.)*

MAY 1962
BUREAU OF MINES
OFFICE OF
MINERALS EXPLORATION
REGION II

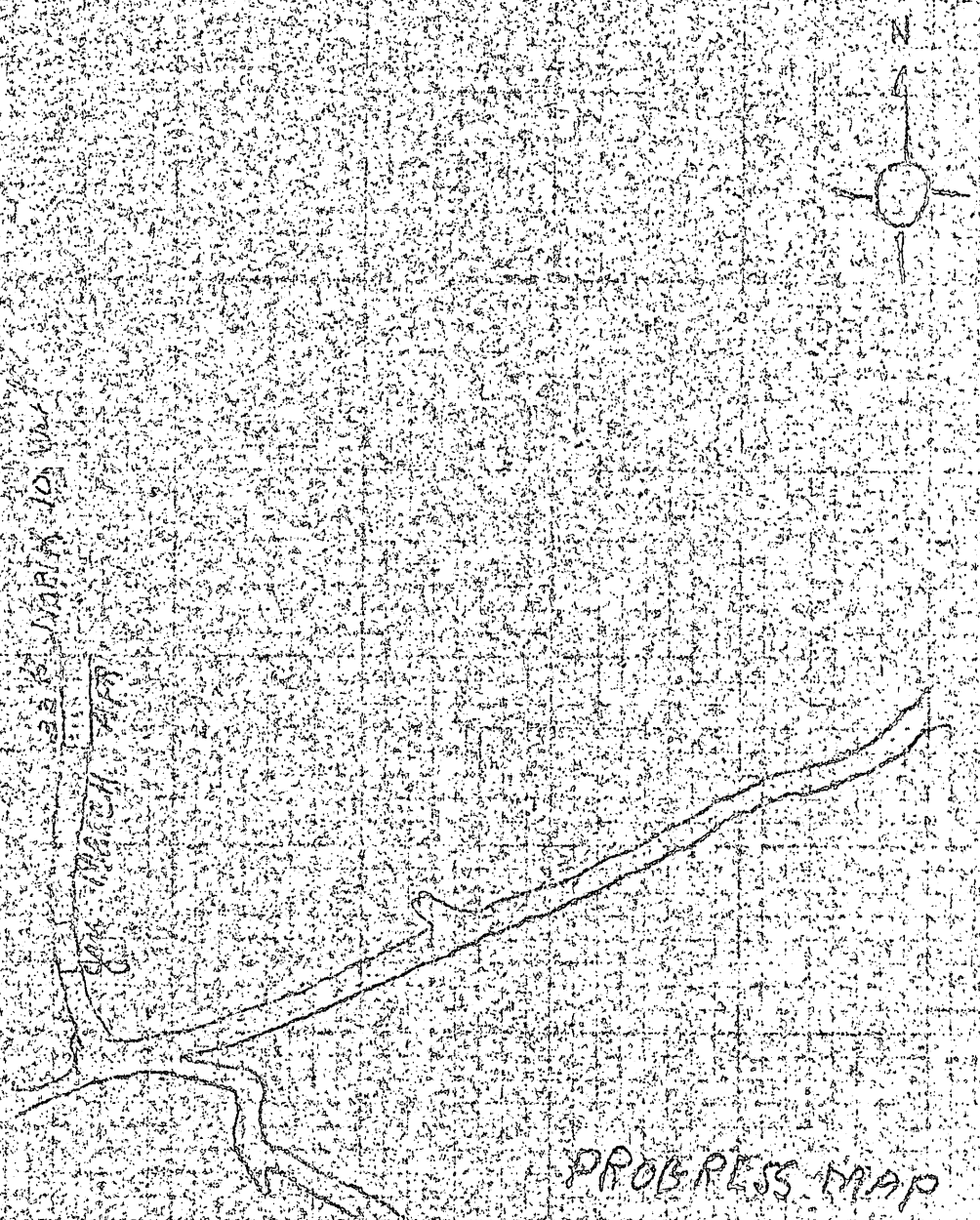
REMARKS *(Cont.)*

INSTRUCTIONS FOR PREPARING OPERATOR'S PROGRESS REPORT, MME FORM 61

This report is the second of the three parts of the Operator's Monthly Report. Submit the original and four copies.

The cost for each operation should be the total of all claimed costs attributable to that type of work with two exceptions, namely—operating equipment purchased and analytical work which are stated separately. For example, drifting costs should be the total of all costs chargeable to drifting including supervision, technical services, timbering (if any), etc. Similarly, drilling costs should include the cost of cementing, reaming, core boxes, etc. This procedure of distribution holds whether the contract was written on an actual cost or a unit cost basis, or some combination of the two. Distribute the cost of such general items as supervision, equipment rented, etc. according to relative footages or on some other conventional basis. The item "Initial Rehabilitation and Repairs" covers all rehabilitation and/or repairs other than the rehabilitation of mine workings.

The item titled "Drilling, Non-core Percussion" includes all drilling performed with wagon, jack-hammer, stoper and mounted drills. The several items labelled "Other" are provided to take care of particular exploration operations not specified on this form.



PROGRESS MAP
Month of Apr 1913
ANGEL LIBERTY MIN
ALLEGHANY DISTRICT
Cal.
SCALE 1" = 60

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED MAY 8 1963

May 1, 1963

Memorandum

To: Fiscal Section, Division of Administrative Services, Office of the Secretary, Department of the Interior, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Enclosed are the original and two copies of the operator's Monthly Voucher and Progress Report covering the months of January, February, and March, 1963.

The Vouchers have been checked in this office and found to comply with the contract, and payment of the Government participation is recommended.

PAUL V. FILLO

Paul V. Fillo

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

[redacted] FORM 60
SEPT. 1959

Grawold

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

BUREAU OF MINES
OFFICE OF MINERALS EXPLORATION
APR 1963

MAY 15 1963

Docket No. OME 6187
Contract No. 14-20-090-2147
Contract Amount $16,200.00
Gov't. Participation % 50 $ 8,100.00
Mineral(s) Gold

OPERATOR'S MONTHLY VOUCHER

For Month of ~~March 31, 1963~~

Operator's Name Stanley E. Brainerd (deceased) and Nettie M. Brainerd

Address ~~R. F. D. 1825, Loomis, California~~

COST CATEGORIES	FOR OPERATOR'S USE			FOR GOVERNMENT APPROVAL ONLY		
	MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE	MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE
Fixed Unit Costs and						
(1) Independent Contracts:						
Bulldozing						
Drifting	2,232.00	540.00	2,772.00			
Crosscutting						
Drilling						
(2) Personal Services:						
Supervision & Technical						
Outside Consultants						
Labor road	none	280.00	280.00			
(3) Operating Mat'l. & Supplies:						
Timber						
Explosives						
Pipe						
Rail						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehab. & Repairs:						
Buildings, Fixtures, etc.		600.00	600.00			
Operating Equipment						
(6) New Buildings, Fixtures, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Analytical Work						
Payroll Taxes						
Employee's Liability Ins.						
TOTALS	2,232.00	1,420.00	3,652.00	2232.00	1,140.00	3,372.00

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

Date March 31, 1963 *Payee Nettie M. Brainerd

Per Fred Hamberg Title Manager

* 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.

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

(INSTRUCTIONS ON REVERSE)

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

$ 1,116.00

Signature BXB
(Authorized Certifying Officer)

Date 5/10/63 Vou. No. 5878

(SEE OTHER SIDE)

Certification by Government Representative:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating an exploration project in accordance with the terms of Contract No. 21[illegible]

Signature Paul V. Gillo Title Acting Field Officer Date May 1, 1963

Approved by OME Executive Officer or Alternate:

Signature Paul V. Gillo Title OME - Regional Acting Field Officer Date May 1, 1963

OPERATOR'S MONTHLY REPORT

The Operator, under an Office of Minerals Exploration contract, is required to report monthly to the Government. The report consists of three parts.

FIRST, the Operator's Monthly Voucher on MME Form 60 listing the project costs incurred and claimed by the Operator is the voucher basis for payment of the Government's share of the cost.

SECOND, the Operator's Progress Report on MME Form 61 is a statistical report of the units and cost of of work performed under the contract.

THIRD, the Operator's Narrative Report is a concise description of the work performed, results accomplished, and any unusual situations encountered, illustrated and supported by engineering-geological maps or sketches, drill hole logs, assay reports, etc., as pertinent.

The Operator submits the original and four copies of each of the three sections of this report to the OME regional Executive Officer at the end of each month during the life of the contract.

PREPARATION OF OPERATOR'S MONTHLY VOUCHER, MME FORM 60

After all applicable spaces are filled in, the Operator or his agent must sign the certification in the lower left corner. Categories (2) through (7) apply to "Actual Cost" contracts only.

Under "Fixed Unit Costs" and Category (1) report, (a) the total fixed unit costs of work performed under contract provisions for contribution by the Government on a basis of "fixed unit costs"; and (b) the claimed costs of work performed on a unit-price basis by independent contractors.

Under Category (2) include the claimed costs of all payrolled and invoiced supervisory, technical, and labor personnel, except the costs for services applicable to Categories (5) and (6).

Under Category (3) include the claimed costs of all project materials and supplies other than those used for work under Categories (5) and (6).

Under Category (4) report claimed rentals on equipment belonging to a third party, claimed payments or obligations for payments on the Operator's purchase of equipment, and claimed depreciation for the use of Operator-owned equipment.

Under Categories (5) and (6) include all claimed costs of labor, supervision, technical services, operating materials and supplies, and all other items used in (5) the initial rehabilitation and repairs of existing buildings, fixtures, installations (exclusive of mine workings), and operating equipment; and (6) the installation or construction of new buildings, fixtures, and fixed improvements (exclusive of mine workings). Do not report these costs under Categories (2), (3), (4), and (7).

Under Category (7) include all miscellaneous claimed costs such as repairs (other than initial) and maintenance of equipment, sampling and analysis, travel, communication, accounting, office expenses, and the Operator's share of payroll taxes and insurance.

Except for amounts claimed under "fixed unit costs" provisions of the contract, all costs claimed in this voucher must be supported by documentary evidence consisting of: (a) certified copies or transcripts of payrolls which list each employee, wage rate, period of employment, gross earnings, itemized deductions, and net earnings; (b) original or certified copies of invoices, statements of accounts, or purchase orders which indicate items of materials or services, quantities, unit prices, total charges, and payment terms; and (c) certified memoranda of the Operator for such items as depreciation of Operator-owned equipment, unemployment taxes, and employee's liability insurance. The certification may be stated thus, "Certified True Copy (or Transcript)", followed by the signature of the Operator or his agent. One copy of each document should accompany the original of this voucher.

The requirement for submitting documentary evidence of claimed costs may be waived by the OME regional Executive Officer if he determines that it is impracticable for an Operator to submit this material. In any case of waiver of this requirement an "on-site" audit by an OME auditor is mandatory prior to payment of the final Operator's Monthly Voucher.

FORM 61
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OPERATOR'S PROGRESS REPORT For Month of March 31, 1963 Docket No. OME 6187

Operator's Name Stanley E. Brainerd (deceased) and Nettie M. Brainerd Contract No. 14-23-090-2147

OPERATION	UNITS	FOR OPERATOR'S USE			FOR GOVERNMENT USE		
		UNITS THIS MONTH	UNITS TO DATE	COSTS TO DATE	APPROVED UNITS THIS MONTH	APPROVED UNITS TO DATE	APPROVED COSTS TO DATE
Drifting	Feet	62	77	2,772.00			
Crosscutting							
Raising							
Shafts							
Winzes							
Other Underground							
Drilling, Core-Diamond							
Rotary							
Drilling, Non-core-Diamond							
Rotary							
Churn							
Percussion							
Miscellaneous							
Roads and Trails				280.00			
Stripping							
Trenching							
Test Pitting							
Other Surface Work							
Initial Rehabilitation and Repairs				600.00			
Rehabilitation of Mine Workings							
New Buildings, Fixtures, etc.							
Operating Equipment Purchases							
Analytical Work							
TOTAL TO DATE *(per MME Form 60)*				3,652.00			

REMARKS

(Continue on back)

REMARKS

(Continue on back)

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 March 31, 1963 Operator Nettie M. Brainerd

Per Fred Lamberg Title Manager

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

I certify that the information above is complete and accurate to the best of my knowledge and belief.

Signature Paul J. Fillo

Title Acting Field Officer

OME Government Representative

Date May 1, 1963

(INSTRUCTIONS ON REVERSE)

REMARKS *(Cont.)*

REMARKS *(Cont.)*

INSTRUCTIONS FOR PREPARING OPERATOR'S PROGRESS REPORT, MME FORM 61

This report is the second of the three parts of the Operator's Monthly Report. Submit the original and four copies.

The cost for each operation should be the total of all claimed costs attributable to that type of work with two exceptions, namely—operating equipment purchased and analytical work which are stated separately. For example, drifting costs should be the total of all costs chargeable to drifting including supervision, technical services, timbering (if any), etc. Similarly, drilling costs should include the cost of cementing, reaming, core boxes, etc. This procedure of distribution holds whether the contract was written on an actual cost or a unit cost basis, or some combination of the two. Distribute the cost of such general items as supervision, equipment rented, etc. according to relative footages or on some other conventional basis. The item "Initial Rehabilitation and Repairs" covers all rehabilitation and/or repairs other than the rehabilitation of mine workings.

The item titled "Drilling, Non-core Percussion" includes all drilling performed with wagon, jack-hammer, stoper and mounted drills. The several items labelled "Other" are provided to take care of particular exploration operations not specified on this form.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED MAY 6 1963
DATE 5/6
Trained 8.00
5.10

May 1, 1963

Mr. Fred Hamberg
Route #1, Box 1828
Loomis, California

Re: OME-6187 (Gold)
Stanley and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Dear Mr. Hamberg:

Enclosed are MME Forms 60 and 61. Please submit only one original and three copies of MME Forms 60 and 61 for your monthly progress and voucher report.

It is most important to comply with Article 5, (b) of your contract in submitting your monthly reports.

Sincerely yours,

PAUL V. FILLO

Paul V. Fillo
Acting Field Officer, OME
Region II

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E.
RECEIVED MAY 6 1963

DATE		CODE
5/6		100
5/6		~~110~~
April 30, 1963		~~120~~
5/6		~~800~~
		500

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. Brainerd & Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Interim Inspection

Accompanied by the mine operator, Fred Hamberg, this property was inspected on April 19, 1963.

Progress to date of inspection:

	Allowed	Completed	Remainder
Drifting and Crosscutting	350 ft.	86 ft.	264 ft.
Bulldozing	100 hrs.	0	100 hrs.
Road Repair (hand labor)	$280	$280	0
Timbering	200 ft.	0	200 ft.
Repair Camp Building	$600	$600	0
Sampling	100 each	0	100 each

The drift work is continued along the contact of serpentine and gabbro in northeasterly direction. The last four rounds exposed significant sulphides with several small quartz stringers traversing in the gabbro. This is the first exposure of sulphides on OME contract. This could possibly mean a quartz vein is near. The objective is to intersect the quartz vein and to explore along the vein by drifting. The operator was advised a narrative report and an engineering and geological map is required in submitting their monthly report.

Paul V. Fillo
Paul V. Fillo

cc:

Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

April 5, 1963

Mr. Fred Hamberg
Route 1
Post Office Box 1828
Loomis, California

Re: OME-6187 (Gold)
Stanley E. and Nettie Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Dear Mr. Hamberg:

An interim inspection of the Angle Liberty mine is scheduled for April 19, 1963, weather permitting.

Please advise if this date is acceptable.

Sincerely yours,

PAUL V. FILLO

Paul V. Fillo
Acting Field Officer, OME
Region II

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

OFFICIAL FILE COPY
RECEIVED
DATE
4/9 487 800
120
~~Gravold~~ 500

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

March 28, 1963

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. & Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Enclosed is a copy of a Location notice of the subject property and map for your information and file.

Paul V. Fillo

Paul V. Fillo

Enclosures

cc:

Chief, Division of Field Operations, OME, Washington, D. C.

OFFICIAL FILE COPY
O. M. E
RECEIVED Apr 1 1963

DATE		
4/2		800
		120
		500

L O C A T I O N

LIBERTY

NOTICE IS HEREBY GIVEN that the undersigned citizens of the United States, over the age of twenty-one years, has discovered a vein or lode of quartz, or rock in place, bearing gold within the limits of the claim hereby located, and have in accordance with the provisions of the statutes of the State of California, this day located a claim upon such vein or lode the same being 1500 hundred linear feet in length along the course of the said vein or lode in a north westerly direction from the point of discovery; at which point this notice is posted upon a natural object or permanent monument, to wit: on a tree about 2½ feet in dia. and 300 hundred linear feet along the course of said vein in a southeasterly direction from the point of commencement; together with 300 feet in width on each side of the center of the said claim, the general course of said vein or lode being north west and south east. The said lode and claim being known as LIBERTY, situated in the Alleghany Mining District, of the county of Sierra, State of California, the boundaries thereof being defined as follows, to wit:

This claim was fomerly known as the ANGLE, situated in a westerly direction about 650 ft. from the Oriental Mill house. Point of discovery about 25 ft. south east of French Ravine. Thence 1200 ft. in a N. W. Direction to post set in mound of rocks, thence 300 ft. in an N. E. direction to a post set in a mound of rocks, thence 1500 ft. in a S.E. direction to a post set in a mound of rocks, thence 600 ft. in a S. W. direction passing south center end stake, to a stake set in a mound of rocks, thence 1500 ft. in a N. W. direction to a stake set in a mound of rocks, thence 300 ft. N. W. to a north center end stake.

Stanley E. Brainerd, a single man and Nettie M. Brainerd, a widow, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said parties of the second part, as joint tenants and not as tenants in common, and to the survivor of them.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand the day and year first above written.

Stanley E. Brainerd
~~Grantor~~

Nettie M. Brainerd

STATE OF CALIFORNIA } ss.

County of Placer

On this 28 *day of* June *in the year one thousand nine hundred and* Fifty-five *before me,* E. A. Wheaton, *a Notary Public in and for the* County of Placer, *State of California, residing therein, duly commissioned and sworn, personally appeared* Stanley E. Brainerd and Nettie M. Brainerd *known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.*

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the county of Placer *the day and year in this certificate first above written.*

E. A. Wheaton

Notary Public in and for the County of Placer State of California.
My Commission Expires February 21, 1956

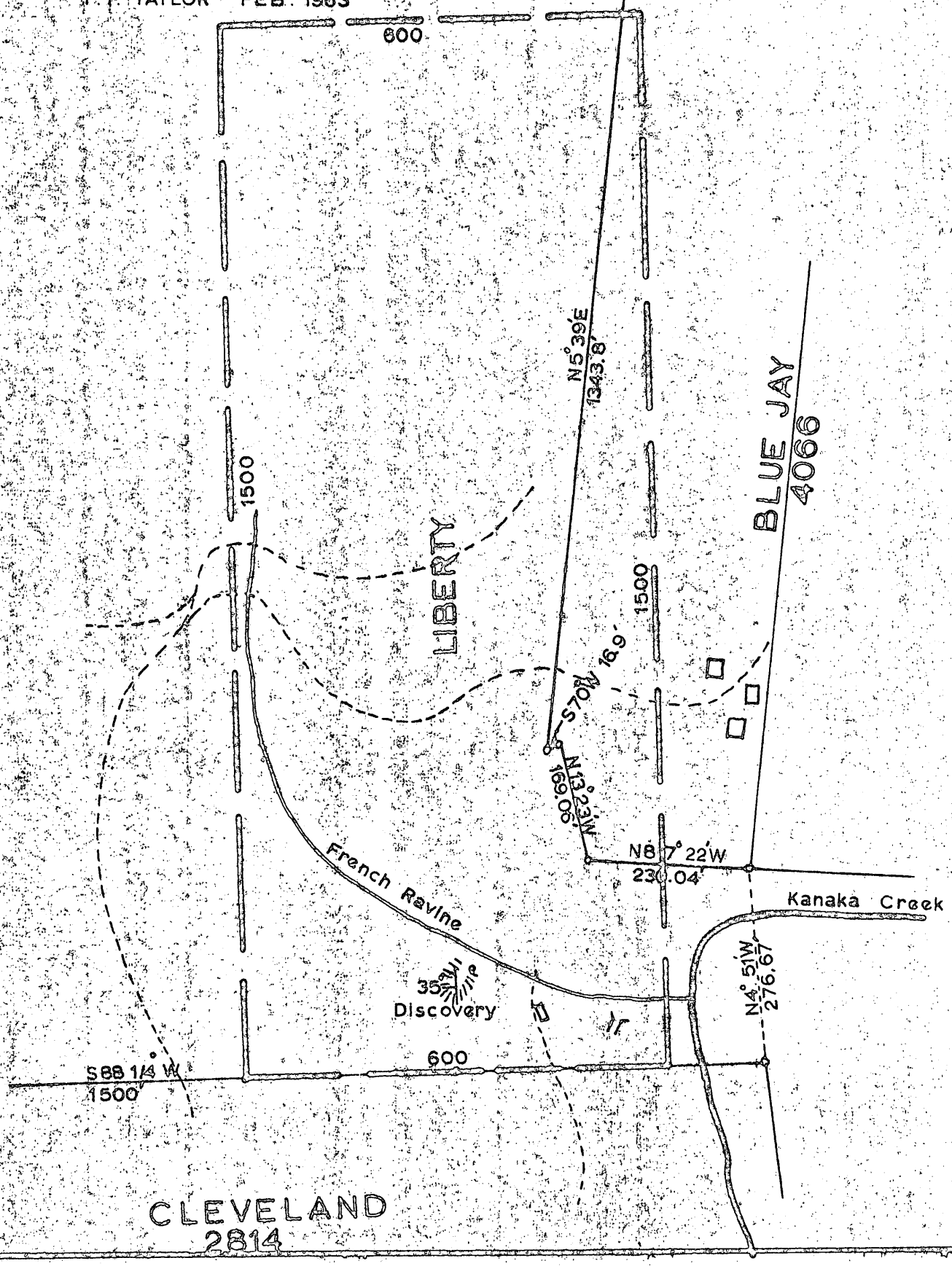
Cowdery's Form No. 32—Acknowledgment—General. (C. C. Sec. 1189)

MAP SHOWING APPROXIMATE POSITION OF LIBERTY QUARTZ CLAIM

COMPILED FROM VARIOUS SOURCES OF VARYING DEGREES OF ACCURACY

1" = 200'

T. F. TAYLOR FEB. 1963



UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED Apr. 1 1963

DATE	INIT.	
4/9		
March 28, 1963		800
Returned		500

Mr. Fred Hamberg
Route 1, P. O. Box 1828
Loomis, California

Re: OME-6187 (Gold)
Stanley E. and Nattie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Dear Mr. Hamberg:

Enclosed are two sets of MME Forms 60 and 61 for the months of March and April. Also enclosed are tracing of the Liberty claim, copy of Location notice with notarization, letter from State Compensation Insurance Fund, copy of letter to me from Mr. Taylor, and my letter of February 6, 1963, to you.

Under separate cover, I am returning your large map drawn by C. O. Reed. Thank you.

Sincerely yours,

PAUL V. FILLO

Paul V. Fillo
Acting Field Officer, OME
Region II

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED APR 1 1963

DATE	INITIALS	CODE
		500

March 26, 1963

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Enclosed are the original and two copies of Amendment No I to the subject contract, properly executed by the operator. The remaining copies of the Amendment have been distributed in the usual manner.

Paul V. Fillo
Paul V. Fillo

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED APR 1 1963

DATE	INITIALS	CODE
4-1		100
4/1		110
		120
4/2		800
		500

March 26, 1963

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Interim Inspection

Accompanied by the mine manager, Fred Hamburg, the project was inspected on March 13, 1963. The progress for the month of January was only 12 feet. The progress for the month was so poor that Mr. Hamburg decided to lay off the miners. Immediately Mr. Hamburg started recruiting two more miners. During this period a rainstorm had washed out the roads to the mine property. For the month of February no expenditures will be reported on account of road repair and of recruiting for two miners.

The short advancement of crosscutting along the contact of serpentine and the schistose rock exposed very little quartz stringers. It appears that an advancement of 30 or 40 feet from the present heading should intersect their objective, quartz vein.

From my talks with Mr. Hamburg and the two miners that he has recruited, the miners appear to be qualified; therefore, a good showing is expected on my next field inspection.

Paul V. Fillo

Paul V. Fillo

cc:

Chief, Division of Field Operations, OME, Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED MAR 18 1963

DATE		
3/18	800	800
	Brainerd	500

March 14, 1963

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Enclosed is a copy of a letter from Nettie M. Brainerd dated March 9, 1963, for your information and file.

(Miss) Augusta Nealon
For: Paul V. Fillo
Acting Field Officer, OME
Region II

Enclosure

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

Loomis, Cal.
March 9, 1963.

Mr. Paul V. Fillo,
113 Custom House
555 Battery St.
San Francisco 11, Cal.

Dear Sir:-

Mr. Fred Hamburg, will meet you at the Liberty Mine, at Alleghany Wednesday, March 13, and will be there until the following Sunday.

Yours Truly
Nellie M. Brainerd
Box 398
Loomis, Cal

To M. Blager.

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
	Trowsdale	500
	Selfridge	120
3/6	Gibson	110
3/6	Young	100
3/6	Cole	220
		500

MAR 6 1963

Memorandum

To: Chief, Fiscal Section
Division of Administrative Services
Office of the Secretary

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

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Mrs. Nettie M. Brainerd, one of the partners under the subject contract, has requested that the enclosed Check No. 52,330,004 drawn on the Treasurer of the United States be reissued in her name due to the death on January 9 of Stanley E. Brainerd, the other partner. The Operator's copy of the covering Voucher No. 4164 and the Administrative Suspension Statement also are enclosed.

The matter was referred informally to the Assistant Solicitor, Branch of Mineral Defense Activities. A thermofax copy of his March 5 memorandum of advice is enclosed. The last sentence thereof states that the check should be made payable to "Nettie M. Brainerd, surviving partner of Stanley E. Brainerd and Nettie M. Brainerd".

Enclosures

EDTalbert/ama 3-6-63

cc:
Docket
Director's Reading File
CA & A Division
Region II (w/cys of Mar. 5 memo)

43683

IN REPLY REFER TO:

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

March 5, 1963

Memorandum

To: Chief, Division of Contract Administration and Audit
Office of Minerals Exploration

From: Assistant Solicitor
Branch of Mineral Defense Activities

Subject: OME-6187 (Gold) Stanley E. and Nettie M. Brainerd, Angle Liberty Mine

This will respond to your note of February 28, 1963, regarding the check made payable to Stanley E. and Nettie M. Brainerd which Mrs. Brainerd has returned with the request that it be made payable to her.

It is our understanding that the check in question is for work performed prior to the death of Stanley E. Brainerd. According to the OME docket, the mother and son were partners and under the Uniform Partnership Act, which is applicable in California, the death of the son has automatically disolved the partnership. However, on dissolution the partnership is not terminated but continues until the winding-up (liquidation) of partnership affairs is completed. Under the act in general, a dissolution operates only with respect to future transactions; as to everything past, the partnership continues until pre-existing matters are terminated. Thus, the mutual obligations of the partners with respect to rights created pending the partnership remain after dissolution. Existing contracts are not discharged, the partners continuing to be bound individually for their performance. The partnership continues to have a legal existance for the purpose of fulfilling outstanding engagements, taking and settling accounts and converting the assets existing at the time of dissolution. The equal rights of partners to possession of partnership property is not affected. Nor does mere dissolution vest ownership of any particular asset in any particular partner. Until affairs of the partnership are wound up the partnership assets remain as distinct from those of the late member of the firm as before the dissolution and unfinished business of the firm retains its partnership character until the firm's interest therein is terminated.

The Uniform Partnership Act provides that upon dissolution each partner is entitled, as against his co-partners and all claiming through them, to have the partnership property applied to the discharge of the firm's liabilities and the surplus to payment in cash of the net amount owing the respective partners. It appears therefore that this check is as asset of the partnership and should be so handled by the surviving partner. Accordingly, the check should be made payable to Nettie M. Brainerd, surviving partner of Stanley E. Brainerd and Nettie M. Brainerd.

Robert W. Long

Robert W. Long
Assistant Solicitor
Branch of Mineral Defense Activities

Enclosure

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

March 4, 1963

Mr. Fred Hamberg
Route 1, Box 1828
Loomis, California

Re: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Dear Mr. Hamberg:

Weather permitting, I will make an interim inspection of the Angle Liberty mine on March 13, 1963. Please advise if the inspection date is all right.

Sincerely yours,

Paul V. Fillo
Acting Field Officer, OME
Region II

cc:
Chief, Division of Field Operations, OME, Wash., D. C.

OFFICE FILE COPY
O. M. E.
RECEIVED MAR 11 1963
DATE | INITIALS | CODE
3/4 | | 400
| | 420
| Haswell | 500

6187

Grissmer

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

[illegible] 1963

Air Mail

Memorandum

To: Chief, Division of [illegible], Washington, D. C.

From: Acting [illegible] Officer, [illegible]

Subject: [illegible] Work

[illegible] the fol[illegible] March 12 through [illegible], 1963:

[illegible] - Nellie Grissmer

[illegible]

220

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

February 26, 1963

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Enclosed is a copy of a letter for your information from Theodore F. Taylor, a mining engineer the subject operator has hired to investigate the location of Liberty Quartz Claim.

Paul V. Fillo

Paul V. Fillo

Enclosure

OFFICE
RECEIVE
DATE
2/28 800
500

THEODORE F. TAYLOR

Allegheny California

Feb. 20, 1963

Paul V. Fillo
Acting Field Officer
OME Region 11
555 Battery Street
San Francisco 11, California

Re: OME 6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Dear Mr. Fillo;

At the request of Mr. Fred Hamberg, of Route 1, Box 1828, Loomis, California, I investigated into the matter of the vagueness about the proper location of the Liberty Quartz Claim. Although I have not yet found any proof of its exact location I did find enough information from which certain conclusions can be drawn.

It is stated in the deed that the Liberty Claim was formerly known as th Clincher Quartz Mining Claim. The Location Notice of the Clincher states that the claim in marked on the ground as follows:

> "Commencing on the North side line of the Cleveland Patented Ground at a stake in the mound of rocks and running in a Northeasterly direction 300 feet to stake in mound of rocks, thence in a northwesterly direction 1500 feet to stake in mound of rocks, thence in a Southwesterly direction 600 feet to stake in mound of rocks thence in a Southeasterly 1500 feet to a stake in mound of rocks on the North Side line of the Cleavoland Patented Ground, thence along said patent in a Northwesterly direction 300 ft. to place of beginning."

Therefore, if we assume that the claim was intended to have its sides perpendicular to each other, then the intended direction of the claim is perpendicular to the side line of the Cleveland Patent, which Mineral Survey No. 2814 shows as being North 88½ East. Also, I believe that the "northwesterly" description can tend to be discredited. The description of the Liberty Claim describes the "Point of discovery about 25 feet south <u>east</u> of French Ravine." Observing any map will show that, if one describes a point as being south <u>east</u> of French Ravine in the area concerned, he evidently did not know which way north really was.

To corroborate these facts there is a map showing the approximate position of the Liberty; See, C. A. Logan, <u>Mining In California</u>. State of California Division of Mines and Mining, April 1929, Vol 25, No. 2, pp. 156.

Mr. Hamberg has expressed his wishes that a more exact survey may be made of the Liberty Claim with the establishment of new corner monuments which would be described by an amended location notice.

cc: Fred Hamberg

Very truly yours,
Theodore F. Taylor
Theodore F. Taylor

Reg. 12115

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

SOLICITOR

FEB 28 1963

INTERIOR DEPT.

February 26, 1963

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Enclosed is a copy of a letter from Mrs. Brainerd and a Government check with voucher and suspension statement attached. Mrs. Brainerd is returning the check for a correction.

The operator was advised by letter on February 21, 1963 to furnish us evidence of the present ownership to the mining claim.

Paul V. Fillo

Paul V. Fillo

Enclosures

RECEIVED
MAR 1 1963
ASSOC. SOLICITOR
MINERAL RESOURCES

800

Kirwin, Calif.
Feb. 21, 1963

Mr. Paul V. Fillo
113 Custom House
555 Battery Street
San Francisco, Cal

Dear Sir:-

On Jan. 15, I wrote you a letter informing you of my son's death, and my wishes to carry on the Government Contract, of our Mine the Liberty angle, at Alleghany, Cal

Also that Mr. Fred Hamburg, of whom you are acquainted would take over the management, and carry on.

Except for a few days, the Mine is now closed down.

Evidently Washington, has not been informed of my Sons death, and my wishes.

On Feb. 18, I received a check for $75.00 Still in my Sons name.

I am returning check, and express to you, Hoping that the Mine, can be run, in my name, and we can get it in operation again.

Uncle Ivan never received any papers to this affect.

Yours Truly

Mrs. Hettie M. Barnewald
Box 378
Loomis, Cal.

To M. Blager.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED MAR 4 1963

DATE	INITIALS	CODE
3/4		800
~~February 25, 1963~~		500

Mrs. Nettie M. Brainerd
P. O. Box 398
c/o M. Blazer
Loomis, California

Re: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Dear Mrs. Brainerd:

This is to acknowledge your letter of February 21, 1963 with the enclosed Government check of $270, voucher No. 4164, and the original and copy of Administrative Suspension Statement.

A copy of your letter and the above documents are being forwarded to our office in Washington for advise and changes you have requested.

Sincerely yours,

Paul V. Fillo
Acting Field Officer, OME
Region II

cc:
Chief, Div. of Field Operations, OME
Washington, D. C.

Re: Amend #1, OME-6187

I have summed, but would still like to know:

(1) If this is a "fixed" unit cost, why provide for "not to exceed" $1.75/hr. ?

(2) How is Fillo going to verify the number of hours devoted to road repair ?

Talbert
2/25/63

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
	Griswold	500
2/25	Talbert	800
"	Johnson	130
		110
=	Fund	100
2/26	Cae	220
		500

FEB 25 1963

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: GME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

With reference to your January 25 and February 6 memoranda, we are enclosing the original and four copies (two pages each) of a proposed Amendment No. 1 to the contract in question. All copies have been signed by the Director for the Government. An extra copy of the amendment is enclosed for your use.

If the proposed amendment is satisfactory to you and the Operator, all five copies should be signed by the Operator. Thereafter, please distribute the copies in the usual manner.

If any part of the proposed amendment does not have your approval or that of the Operator and cannot be altered within your delegated authority, the original and all copies are to be returned to this office together with the proposed changes for consideration.

George C. Selfridge (gh)

Enclosures

WRGriswold/mm
2/25/63
cc: Director's Reading File
Review Committee

P. S. Don't forget the ownership statement mentioned in our February 12 memorandum.

43683

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Director, Office of Minerals Exploration

STANLEY E. AND NETTIE M. BRAINERD

By _____

Long

BRUCE WRIGHT

Hunnicutt

Talbert

File

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

RECEIVED APR 1 1963

DATE		
	February 21, 1963	
4/1		800
		500

Mrs. Nettie M. Brainerd
c/o Marjorie Blazer
P. O. Box 398
Loomis, California

Re: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Dear Mrs. Brainerd:

Please advise us on the ownership of the Angle Liberty Quartz claim. California Jurisprudence 2d, Sec. 16, provides that upon the death of one joint tenant the surviving tenant becomes immediately entitled to the sole ownership of the entire property unless the estate (the joint tenancy) is terminated by acts of the parties before the death of one of the joint tenants.

It is requested to furnish either by you or through your attorney evidence of your present ownership to the mining claim.

Sincerely yours,

PAUL V. FILLO

Paul V. Fillo
Acting Field Officer, OME
Region II

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

OME

DRAFT
WRGriswold/mm
2/18/63

EXPLORATION CONTRACT
STANLEY K. AND NETTIE M. BRAINERD
OMM-6187

AMENDMENT NO. 1

It is agreed this _____ day of _____, 1963, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter referred to as the "Government," and Stanley K. and Nettie M. Brainerd, hereinafter referred to as the "Operator," that Exploration Contract No. 2147 (OMM-6187), dated May 7, 1962, is amended, effective May 7, 1962, as follows:

1. In Exhibit A of the contract, under the sub-heading "Description of the Work" (page 1 of Exhibit A) the first paragraph is deleted and the following is substituted.

"An access road with drainage trenches, located approximately as shown in red color on the attached Figure 1, shall be repaired. The Government will contribute to repair costs of not to exceed 160 hours at a rate of not to exceed $1.75 per hour."

2. Under the sub-heading "Estimated Cost of the Project" (page 2 of Exhibit A) the first cost item is deleted and the following is substituted.

Road repair, 160 hours @ $1.75 per hour $280.00

The Total Estimated Cost of the Project is changed from $16,200.00 to $15,080.00 and the Government Participation @ 50% is changed from $8,100.00 to $7,540.00.

3. On page 1 of the contract form, Article 1(b) the total estimated cost is changed to $15,080.00 and the Government's maximum contribution is changed to $7,540.00.

This amendment shall not be construed to increase the fixed unit cost of any item of work.

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Director, Office of Minerals Exploration

STANLEY E. AND METTIE M. BRAINERD

By _____

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
	Griswold	500
2/12	[illegible]	800
	[illegible]	130
"	Johnson	110
"	[illegible]	100
2/12	[illegible]	220
		500

Memorandum

FEB 12 1963

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6187 (Gold)
Stanley E. and Hattie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Attached is a copy of the February 5 memorandum from the Assistant Solicitor concerning the referenced contract. Please request the outlined statement of ownership.

Referring to your February 6 memorandum, we shall prepare the necessary contract amendment.

George C. Selfridge (glc)

Enclosure

WRGriswold;mm
2/12/63
cc: Director's Reading File
Review Committee
Docket

43683

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
RECEIVED

February 6, 1963

Memorandum

To: Fiscal Section, Division of Administrative Services, Office of the Secretary, Department of the Interior, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Enclosed are the original and two copies of the Operator's Monthly Voucher and Progress Report for the month of December 1962.

The voucher has been checked in this office and the crosscut work has been found to comply with the contract specifications. A verbal request has been received from the operator for an amendment to the contract which will substitute repair of the access road by hand labor (160 hours at $1.75 per hour) for part of the bulldozing authorized in the contract.

Payment of the Government participation in the crosscutting is recommended.

Paul V. Fillo

cc:
Chief, Division of Field Operations, OME, Region II

MME FORM 60
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FEB 20 1963

Docket No. 6167
Contract No. 14-23-090-2117
Contract Amount $16,200.00
Gov't Participation % 50 $8100.00
Mineral(s) 16 [illegible]

OPERATOR'S MONTHLY VOUCHER

For Month of December - 1962

Operator's Name Stanley B. Bradford & Nettie M. Brainard
Address Box 1052, Loomis, California

COST CATEGORIES	FOR OPERATOR'S USE			FOR GOVERNMENT APPROVAL ONLY		
	MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE	MONTHLY TOTAL	PREVIOUSLY REPORTED	TOTALS TO DATE
Fixed Unit Costs and						
(1) Independent Contracts:						
Bulldozing						
Drifting						
Crosscutting	540.00	0	540.00	540.00		540.00
Drilling						
(2) Personal Services:						
Supervision & Technical						
Outside Consultants						
Labor 160 hrs/1.75	280.00	0	280.00			
(3) Operating Mat'l. & Supplies:						
Timber						
Explosives						
Pipe						
Rail						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehab. & Repairs:						
Buildings, Fixtures, etc.		600.00	600.00	—	600.00	600.00
Operating Equipment						
(6) New Buildings, Fixtures, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Analytical Work						
Payroll Taxes						
Employee's Liability Ins.						
TOTALS	820.00	600.00	1420.00	540.00	600.00	1,140.00

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

Date 1-22-63 *Payee Liberty-Eagle Nettie M. Brainerd

Per Fred C. Lambert Title Manager

* 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.

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

(INSTRUCTIONS ON REVERSE)

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

$ 270.00

Signature BAB
(Authorized Certifying Officer)

Date 2/13/63 Vou. No. 4164

(SEE OTHER SIDE)

Certification by Government Representative:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating an exploration project in accordance with the terms of Contract No. 2147

Signature Paul V. Fillo Title Acting Field Officer Date Feb. 5, 1963

Approved by OME Executive Officer or Alternate:

Signature Paul V. Fillo Title Acting Field Officer Date Feb. 5, 1963

OPERATOR'S MONTHLY REPORT

The Operator, under an Office of Minerals Exploration contract, is required to report monthly to the Government. The report consists of three parts.

FIRST, the Operator's Monthly Voucher on MME Form 60 listing the project costs incurred and claimed by the Operator is the voucher basis for payment of the Government's share of the cost.

SECOND, the Operator's Progress Report on MME Form 61 is a statistical report of the units and cost of of work performed under the contract.

THIRD, the Operator's Narrative Report is a concise description of the work performed, results accomplished, and any unusual situations encountered, illustrated and supported by engineering-geological maps or sketches, drill hole logs, assay reports, etc., as pertinent.

The Operator submits the original and four copies of each of the three sections of this report to the OME regional Executive Officer at the end of each month during the life of the contract.

PREPARATION OF OPERATOR'S MONTHLY VOUCHER, MME FORM 60

After all applicable spaces are filled in, the Operator or his agent must sign the certification in the lower left corner. Categories (2) through (7) apply to "Actual Cost" contracts only.

Under "Fixed Unit Costs" and Category (1) report, (a) the total fixed unit costs of work performed under contract provisions for contribution by the Government on a basis of "fixed unit costs"; and (b) the claimed costs of work performed on a unit-price basis by independent contractors.

Under Category (2) include the claimed costs of all payrolled and invoiced supervisory, technical, and labor personnel, except the costs for services applicable to Categories (5) and (6).

Under Category (3) include the claimed costs of all project materials and supplies other than those used for work under Categories (5) and (6).

Under Category (4) report claimed rentals on equipment belonging to a third party, claimed payments or obligations for payments on the Operator's purchase of equipment, and claimed depreciation for the use of Operator-owned equipment.

Under Categories (5) and (6) include all claimed costs of labor, supervision, technical services, operating materials and supplies, and all other items used in (5) the initial rehabilitation and repairs of existing buildings, fixtures, installations (exclusive of mine workings), and operating equipment; and (6) the installation or construction of new buildings, fixtures, and fixed improvements (exclusive of mine workings). Do not report these costs under Categories (2), (3), (4), and (7).

Under Category (7) include all miscellaneous claimed costs such as repairs (other than initial) and maintenance of equipment, sampling and analysis, travel, communication, accounting, office expenses, and the Operator's share of payroll taxes and insurance.

Except for amounts claimed under "fixed unit costs" provisions of the contract, all costs claimed in this voucher must be supported by documentary evidence consisting of: (a) certified copies or transcripts of payrolls which list each employee, wage rate, period of employment, gross earnings, itemized deductions, and net earnings; (b) original or certified copies of invoices, statements of accounts, or purchase orders which indicate items of materials or services, quantities, unit prices, total charges, and payment terms; and (c) certified memoranda of the Operator for such items as depreciation of Operator-owned equipment, unemployment taxes, and employee's liability insurance. The certification may be stated thus, "Certified True Copy (or Transcript)", followed by the signature of the Operator or his agent. One copy of each document should accompany the original of this voucher.

The requirement for submitting documentary evidence of claimed costs may be waived by the OME regional Executive Officer if he determines that it is impracticable for an Operator to submit this material. In any case of waiver of this requirement an "on-site" audit by an OME auditor is mandatory prior to payment of the final Operator's Monthly Voucher.

MME FORM 61
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OPERATOR'S PROGRESS REPORT For Month of December - 1962 Docket No. OME - 6187

Operator's Name Stanley E. Brainerd & Hettie M. Brainerd Contract No. 14-23-090- 2147

OPERATION	UNITS	FOR OPERATOR'S USE: UNITS THIS MONTH	UNITS TO DATE	COSTS TO DATE	FOR GOVERNMENT USE: APPROVED UNITS THIS MONTH	APPROVED UNITS TO DATE	APPROVED COSTS TO DATE
Drifting							
Crosscutting	350	15	15	540.00			
Raising							
Shafts							
Winzes							
Other Underground							
Drilling, Core-Diamond							
Rotary							
Drilling, Non-core-Diamond							
Rotary							
Churn							
Percussion							
Miscellaneous							
Labor-Road Work/ 1.75 hr.	160 hrs.			280.00			
Roads and Trails							
Stripping							
Trenching							
Test Pitting							
Other Surface Work							
Initial Rehabilitation and Repairs				600.00			
Rehabilitation of Mine Workings							
New Buildings, Fixtures, etc.							
Operating Equipment Purchases							
Analytical Work							
TOTAL TO DATE *(per MME Form 60)*				1420.00			

REMARKS

(Continue on back)

REMARKS

(Continue on back)

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 1-22-63 Operator Liberty-Angle Hettie M. Brainerd

Per Fred L. Flowers Title Manager

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

I certify that the information above is complete and accurate to the best of my knowledge and belief.

Signature Paul J. Tilly

Title Acting Field Officer

OME Region II Government Representative

Date February 5, 1963

(INSTRUCTIONS ON REVERSE)

REMARKS *(Cont.)*

REMARKS *(Cont.)*

INSTRUCTIONS FOR PREPARING OPERATOR'S PROGRESS REPORT, MME FORM 61

This report is the second of the three parts of the Operator's Monthly Report. Submit the original and four copies.

The cost for each operation should be the total of all claimed costs attributable to that type of work with two exceptions, namely—operating equipment purchased and analytical work which are stated separately. For example, drifting costs should be the total of all costs chargeable to drifting including supervision, technical services, timbering (if any), etc. Similarly, drilling costs should include the cost of cementing, reaming, core boxes, etc. This procedure of distribution holds whether the contract was written on an actual cost or a unit cost basis, or some combination of the two. Distribute the cost of such general items as supervision, equipment rented, etc. according to relative footages or on some other conventional basis. The item "Initial Rehabilitation and Repairs" covers all rehabilitation and/or repairs other than the rehabilitation of mine workings.

The item titled "Drilling, Non-core Percussion" includes all drilling performed with wagon, jack-hammer, stoper and mounted drills. The several items labelled "Other" are provided to take care of particular exploration operations not specified on this form.

JAN 1963
BUREAU OF MINES
OFFICE OF
MINERALS EXPLORATION
RECEIVED

Rec'd. 22-63

Dear Mr. Fuller

Enclosed are the forms you need.

We've been working - I've been here a little longer than six weeks pulling away from the carpenters - There are no changes in the formations as yet.

We will continue it for a week until we hear from you.

Yours truly,

Fred C. Hamberg

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
C. M. E
RECEIVED FEB 11 1963

DATE		
2/11		800
		500

February 6, 1963

Mr. Fred Hamberg
Route 1, Box 1828
Loomis, California

Re: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Dear Mr. Hamberg:

This is to acknowledge receipt of your Operator's Monthly Progress Report and Voucher for the month of December.

A short narrative report and map should accompany the above, as stated in the contract under Article 5 (b).

In Exhibit A of the contract, under the title General Conditions, last paragraph, it is stated: "The Operator shall provide such supervisory and technical services as may be required to complete the work in a satisfactory manner." I am sure these services are available in the Alleghany district.

With reference to your letter of January 22, 1963, it would be advisable to continue your crosscut near the contact between the serpentine and schistose gabbro for 30 - 40 feet more or less. The objective is to intersect a quartz vein, and then drift in a northeasterly direction.

My next visit to the Alleghany area will be the first part of March.

Sincerely yours,

Paul V. Fillo
Acting Field Officer
OME, Region II

cc:
Chief, Div. of Field Op., Wn., D.C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED FEB 11 1963

DATE		
2/11	Griswold	800
		500

February 6, 1963

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D.C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

With reference to my Interim Inspection Report of January 25, 1963, on the above subject, you will note that in the last paragraph I stated 320 hours of road repair at $1.75 per hour. This should be 160 hours of road repair at $1.75 per hour. An error on my part.

Paul V. Fillo

Paul V. Fillo

MME FORM 6
REV. 2-59

REFERENCE SLIP
OFFICE OF MINERALS EXPLORATION

TO:	DATE	INITIALS
1. Assoc. Solicitor, Div. of Mineral Resources, Rm. 6042		
2.		
3. W. R. Griswold, Rm. 4455		
4.		
5.		
FROM: W. R. Griswold	1/29	

FOR: Check items for action desired

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

REMARKS:

Please advise what action, if any, we should take in this matter.

SOLICITOR

JAN 29 1963

INTERIOR DEPT.

FROM SOLICITOR

FEB 5 1963

FOR SIGNATURE

M56300-59

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

IN REPLY REFER TO:

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

FEB 5 1963

Memorandum

To: Chief, Division of Minerals
Office of Minerals Exploration

From: Assistant Solicitor
Branch of Mineral Defense Activities

Subject: OME-6187 (Gold) Stanley E. and Nettie M. Brainerd, Angle Liberty Mine

In your note dated January 29, 1963 you inquired what action, if any, should be taken regarding the subject contract in view of the letter from Nettie M. Brainerd, advising of her son's death and requesting that she be allowed to continue the contract.

While the contract is silent, the Application for Financial Assistance in Minerals Exploration (MME Form 40) indicates that the mother and son filed as a partnership, and it identifies Stanley E. Brainerd as being a single man.

Annex I to the contract describes the land which is the subject of this contract as being one unpatented lode mining claim with all rights pertaining thereto, known as the Angle Liberty Quartz Claim, located in the NE$\frac{1}{4}$, sec. 4 T. 18 N., R 10 E; Mount Diablo Base and Meridian, Allegheny mining district, Sierra County, Calif., recorded in Book 18199 at page 192, of the records of the County Recorder, Downieville, California.

Annex I states that the Brainerds are the owners of the claim as joint tenants.

The question is what effect does the death of Stanley Brainerd have on his mother's interest and title to the mining claim which is the subject of this contract.

California Jurisprudence 2d, Sec. 16 provides that upon the death of one joint tenant the surviving tenant becomes immediately entitled to the sole ownership of the entire property unless the estate (the joint tenancy) is terminated by acts of the parties before the death of one of the joint tenants. We note that the son was a single man so presumably he had no heirs other than his mother. However, we have no way of knowing what action if any the parties may have taken regarding the joint tenancy prior to the son's death.

Accordingly, in the circumstances we recommend that Mrs. Brainerd be requested to furnish either by herself or through her attorney evidence of her present ownership to the mining claim.

Robert W. Long

Robert W. Long
Assistant Solicitor
Branch of Mineral Defense Activities

Enclosure

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED JAN 29 1963

DATE	INITIALS	CODE
1/30	[illegible]	800
		~~120~~
	Griswold	500
January 25, 1963		
1/31	[illegible]	~~500~~

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Interim Inspection

Mr. Fred Hamberg was present when this project was inspected on January 14, 1963.

Progress to date of inspection:

	Allowed	Completed	Remainder
Drifting & Crosscutting	350 ft.	15 ft.	335 ft.
Bulldozing	100 hrs.	0	100 hrs.
Timbering, drift & crosscut	200 ft.	0	200 ft.
Rep. & reconditioning camp bldg.	$600.00	$600.00	0
Sampling	100 ea.	0	100 ea.

The 15 feet of crosscutting exposed a serpentine mass in the west rib. They will continue in a northerly direction along the contact of serpentine and gabbro for another 40 to 50 feet, where they hope to intersect a quartz vein and then drift in a northeasterly direction approximately 300 feet along the vein zone.

With reference to your letter of November 9, 1962, the enclosed brunton survey sketch shows the approximate location of the tunnel on the claim. The starting point of the contract work is 380 feet from the portal of the tunnel.

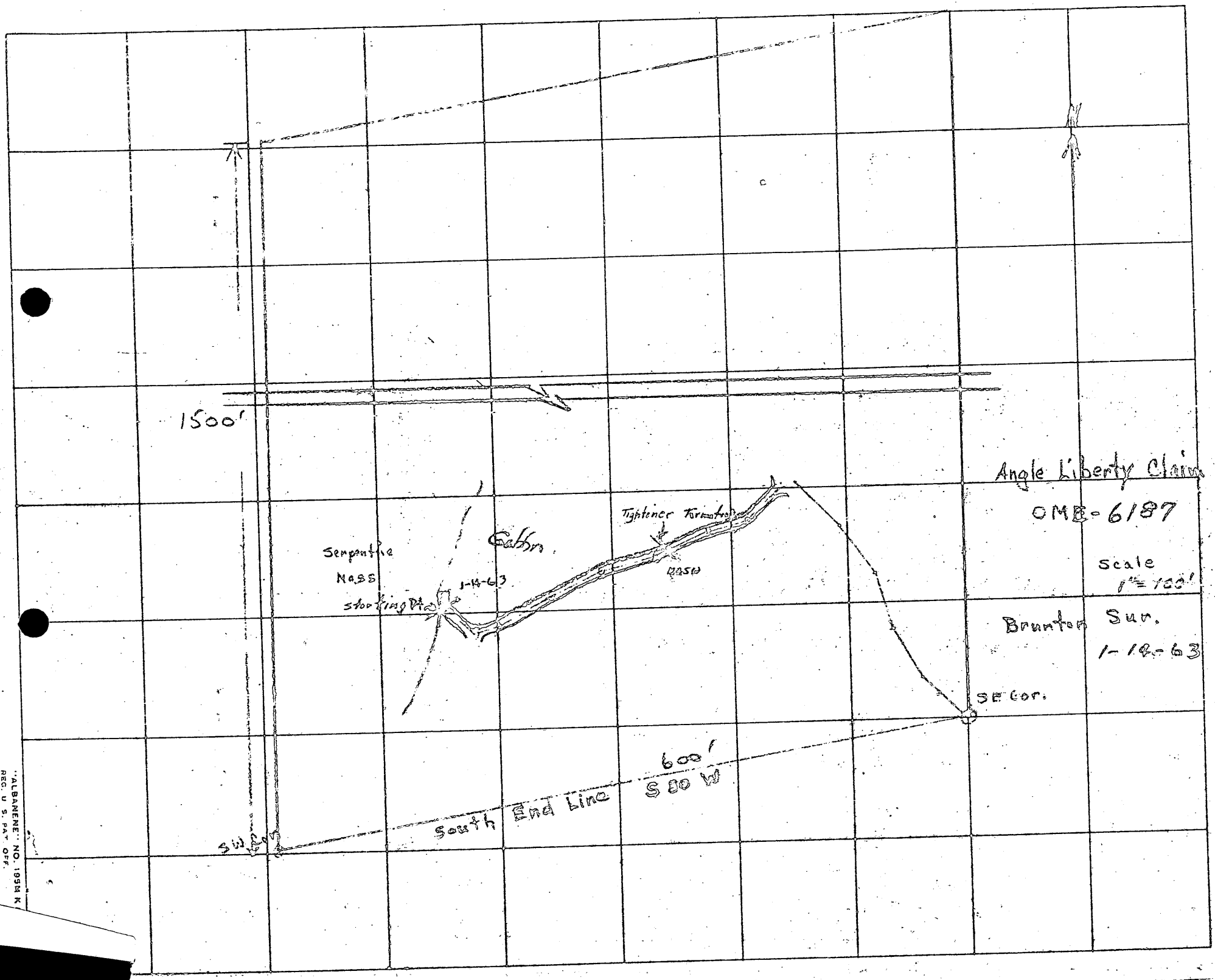
The bearing of the end lines and side lines are approximately S.80W. and N-S respectively.

I feel confident that Mr. Hamberg will be able to move this contract work at a much faster tempo. The miner who started the work with Stanley Brainerd will continue the work with Mr. Hamberg. In answer to the second paragraph of your November 9 letter, the miner gave me the following information for an amendment to be prepared in lieu of the bulldozing work: 320 hours of road repair at $1.75 per hour, totaling $560.00.

Paul V. Fillo

Paul V. Fillo

Enclosure



"ALBANENE" NO. 195M R
REG. U. S. PAT. OFF.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED JAN 28 1963

DATE		CODE
1/28		800
		500
1/29		500
January 24, 1963		

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D.C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Enclosed is a copy of a letter from the subject operator; you will note that Mr. Stanley E. Brainerd has passed away.

I have talked with Mr. Hamberg; he is willing to assist Mrs. Nettie M. Brainerd to complete the OME contract.

Received word from Alleghany this morning with reference to subject contract. The crosscut work is going at a much faster pace--round a day--so this is encouraging.

Paul V. Fillo

Paul V. Fillo

Enclosure

RECEIVED
JAN 29 1963
ASSOC. SOLICITOR
MINERAL RESOURCES

Loomis, Cal
Jan. 15. 1963

JAN 1963
BUREAU OF MINES
OFFICE OF
MINERALS EXPLORATION
REGION 11

Mr. Paul V. Fillo
113 Custom House
555 Battery Street
San Francisco 11, Calif

Dear Sir:-

I am writing to inform you, that my Son Stanley Brainerd passed away Jan. 9, 1963.

It was very unexpected.

It would be his wishes for me to carry on, as per contract,- which if it is permissible, I would like to do.

Mr. Fred Hamberg, who I Presume, you have met, has kindly Consented to take over the management.

In the future I would like all Checks Coming, to be sent in my name only.

I hope this will be agreeable with you.

Yours Truly
Mrs Nettie M. Brainerd
Box 398
% of Marjorie Alger Loomis, cal

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

January 2, 1963

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Enclosed are a photocopy of a letter and a typed copy of same from the subject operator for your information and file.

Paul V. Fillo
Paul V. Fillo

Enclosures

OFFICIAL FILE COPY
O. M. E
RECEIVED JAN 7 1963

DATE		
1/8	407	800
	Granted	120
1/9	Paid	500
	S.P.H.	~~500~~

Alleghany, Cal.
Dec. 24, 1962

Paul Fillo
1034 Chula Vista Ave.
Burlingame, Calif.

Dear Paul:

I am writing this to inform you that we put in the first big machine Round in the Angle Liberty Mine at Alleghany Dec. 20. I am sure sorry that we were delayed so long at beginning underground mining, but we had about everything bad happen to us that could happen. We finally got everything ready to go and everything did go on schedule until we began overhaul of compressor which had not run for 7 years. We had a constant run of difficulties getting parts for it and we had to send to about every part of the U. S. to get them. When we finally got it permanently fixed, the troubles started at the other end; in the mine, I mean, the air hoses blew up; they too were rotten after standing several years and had to be replaced with new ones. Next, the steel pipe carrying air into the mine blew out and had to be repaired. Everything caused a delay and an agonizing one at that, as the mine operator is at a terrible disadvantage --they are so far from civilization. I would like to report to you that the first big round of shots which went off in the mine showed up big. No gold as yet and so quick but a set up should develop there immediately which would allow us to strike ore before long if nothing more happens to me. I'm spending a few days home at Loomis with mother and sister over Christmas and will return to mine on Dec. 26, with extra machine man. The first round of shots 12 holes broke clear and yielded 12 cars of muck very satisfactory to me and we will now proceed to pour the hell and brimstone into her. By the time you come up again I think I might have something to show you.

Will you please send me the address of the assay office in San Francisco as I think it would be better to have it assayed there and one copy to you please (all for now and Merry Christmas and happy New Year).

(signed) Stanley E. Brainerd
Gen. Del.
Alleghany, Cal.

Allegheny Cal
Dec 24 62

Frank Tilto
1034 Chula Vista Ave
Burlingame Cal

Dear Frank I am writing this to inform you that we put in the first Big machine Round in the Single Liberty Mine at Allegheny Dec 20 I am sure sorry that we were delayed so long at Legislation of Under ground Mining but we had about every thing bad happen to us that could happen when we finally got every thing ready to go and every did go on schedule until we began overhaul of compressor which had not run for 7 years we had a constant run of difficulties getting parts for it and we had to send to about every part of the U.S. to get them when we finally got it permanently fixed the troubles started at the other end, in the Mine I mean the air hoses blew up they to were rotten after standing several years and had to be replaced with new ones Next the steel pipe carrying air into the Mine blew out and had to be repaired every thing caused a delay and an agonizing one at that as Mine operator no it is terrible

disadvantage there so far from civilization
I would like to report to you that the
first big round of shots which went off
in the mine blowed up big no gold
as yet and no quick but a set up should
develope there immediately which would allow
us to strike one before long if nothing more
happens to me I'm spending a few days home
at Loomis with Mother & sister over Xmas and
with return to mine on 26 Dec with extra
machine man the first round of shots
12 holes broke clear and yielded 12 cars of
muck very satisfactory to me and we will now
proceed to pour the Bell and Brimstone into her
by the time you come up again I think
I might have something to show you.
will you please send me the address of the
assay office in S. Francisco as I think it
would be better to have it assayed there and
one copy to you please call for now and
Merry Xmas & happy New year
Stanley E Brainard
~~BH~~ general delivery
Alegharry Cal.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY

1/8 800
120
1/9 500
500

January 2, 1963

Mr. Stanley Brainerd
General Delivery
Alleghany, California

Re: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Dear Mr. Brainerd:

An interim inspection of the Angle Liberty Mine will be made on or about January 14, 1963, weather permitting.

Sincerely yours,

Paul V. Fillo
Acting Field Officer
OME, Region II

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

OME 6187

FILE COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Batt[illegible]
San Francisco 11, California

120
500

January 2, 1963

220

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: Proposed field work

I am planning to conduct the following field work from January 8 through January 21:

Mine examination (OME-6204 Gold)
Mine examination (OME-6278 Gold)
Interim inspection (OME-618[illegible] Gold) — Brainard, Hanley
Interim inspection (OME-619[illegible] Gold)
Interim inspection (OME-62[illegible] Gold)
Interim inspection (OME-61[illegible] Gold)
Interim inspection (OME-60[illegible] Copper)

Since I will be in the Alleghany area making an examination of the [illegible] Queen mine (OME-6278) I will also make an examination of the [illegible] (OME-6204) before the winter snow storms begin.

Paul T. Fill[illegible]

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
11/7	Holt	500
11/7	on leave	500
11/9	Talbot	800
11/9	Selfridge	130
"	Johnson	110
"	On leave	160
11/9	coe	220
		500

NOV 9 1962

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: GMK-6187 (Gold)
Stanley E. and Nettie M. Brainard
Angle Liberty Mine
Sierra County, California
Contract 2147

Replying to the question in your memorandum of October 31, 1962, it might be possible, by amending the contract, to substitute repair of access road by hand labor for part of the bulldozing authorized under the subject contract.

Please, therefore, ascertain from the Operator and inform us how many hours (and the rate per hour) were spent on the road work.

Replying to your second question, as the starting point for GMK crosscutting and drifting (indicated on the map, Figure 2, attached to the contract) was understood to be approximately 450 feet in from the portal of the adit and no rehabilitation or retimbering up to that point was requested or authorized in the contract, we cannot now contribute to the repair or retimbering of the adit.

George C. Selfridge (gla)

SPHolt/mm
11-7-62
cc: Director's Reading File
Review Committee
Docket

P.S. Because of the discrepancy between directions (North Signs) shown on the Applicant's sketch map, used as Figure 1 of the contract, and Figure 2, submitted with the report of examination, it will be helpful if you will, when you next examine this project, check the course and distance from the tunnel portal to the point of beginning of project work, and if possible, determine and give us a tie from the tunnel portal to the nearest corner of the Angle Liberty Claim, with bearings of a side and end line of the claim.

43683

OME-6[illegible]

1. Opr. ltr 4/2/62 states intent to use County road equipment. Ltr. 9/25/62 states unable to get County equipment or dozer from outside. Accordingly, I concur with amendment of contract in some manner to provide for repair of road by hand labor.

2. Application does state "The first 60 or 70 ft. of tunnel is thru open cut and has been timbered and is partly caved & these timbers will have to be restored" and "a section of the mine must be retimbered". We possibly overlooked this and therefore amendment might be authorized, except that such work is not on property under contract.

3. An examination of the maps attached to contract and applications belatedly indicates to me that a considerable portion of authorized drifting is not on property under the contract.

P.S. ~~[illegible] director~~ Talbut
11/7/62

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 23 1962

DATE		
11/13	407	800
	Approved	500
11/14	Draft 5.7.14	~~500~~
November 8, 1962		
	6187	

Memorandum

To: Fiscal Section, Division of Administrative Services, Office of the Secretary, Department of the Interior, Washington, D. C.

From: Acting Field Officer, O.E, Region II

Subject: OME-6187 (Gold)
Stanley E. and Hettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Enclosed are the original and two copies of the Operator's Monthly Voucher and Progress Report with an attached letter, all in reference to the month of October, 1962. The voucher has been checked in this office.

A field inspection trip was made on October 26, 1962. The repairing and reconditioning of the camp buildings are completed. This complies with the contract; payment of the Government participation is recommended.

Paul V. Fillo

Enclosures

cc:
Chief, Division of Field Operations, OME, Washington, D. C.

Grupowed
~~Inet~~

FORM 60
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Docket No. OME 6887
Contract No. 14-23-090-2147
Contract Amount $16,200
Gov't. Participation % $ 8,100
Mineral(s) Gold

OPERATOR'S MONTHLY VOUCHER

For Month of October 62

Operator's Name Stanley E & Nethi M Brainerd
Address

COST CATEGORIES	FOR OPERATOR'S USE: MONTHLY TOTAL	FOR OPERATOR'S USE: PREVIOUSLY REPORTED	FOR OPERATOR'S USE: TOTALS TO DATE	FOR GOVERNMENT APPROVAL ONLY: MONTHLY TOTAL	FOR GOVERNMENT APPROVAL ONLY: PREVIOUSLY REPORTED	FOR GOVERNMENT APPROVAL ONLY: TOTALS TO DATE
Fixed Unit Costs and						
(1) Independent Contracts:						
Bulldozing						
Drifting						
Crosscutting						
Drilling						
(2) Personal Services:						
Supervision & Technical						
Outside Consultants						
Labor						
(3) Operating Mat'l. & Supplies:						
Timber						
Explosives						
Pipe						
Rail						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehab. & Repairs:						
Buildings, Fixtures, etc.	600.00		$600.00	600.00	–	600.00
Operating Equipment						
(6) New Buildings, Fixtures, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Analytical Work						
Payroll Taxes						
Employee's Liability Ins.						
TOTALS				600.00	–	600.00

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

Date October 31, 1962 Payee Stanley E & Nethi M Brainerd

Per Stanley E Brainerd Title Co Owner

* 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.

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

(INSTRUCTIONS ON REVERSE)

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

$ 300.00

Signature Bob
(Authorized Certifying Officer)

Date 11/20/62 Vou. No. 2567

(SEE OTHER SIDE)

Certification by Government Representative:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating an exploration project in accordance with the terms of Contract No. 2147

Signature Paul V. Fillo Title Acting Field Officer Date Nov. 8, 1962

Approved by OME Executive Officer or Alternate: OME Region II

Signature Paul V. Fillo Title Acting Field Officer Date Nov. 8, 1962

OPERATOR'S MONTHLY REPORT

The Operator, under an Office of Minerals Exploration contract, is required to report monthly to the Government. The report consists of three parts.

FIRST, the Operator's Monthly Voucher on MME Form 60 listing the project costs incurred and claimed by the Operator is the voucher basis for payment of the Government's share of the cost.

SECOND, the Operator's Progress Report on MME Form 61 is a statistical report of the units and cost of of work performed under the contract.

THIRD, the Operator's Narrative Report is a concise description of the work performed, results accomplished, and any unusual situations encountered, illustrated and supported by engineering-geological maps or sketches, drill hole logs, assay reports, etc., as pertinent.

The Operator submits the original and four copies of each of the three sections of this report to the OME regional Executive Officer at the end of each month during the life of the contract.

PREPARATION OF OPERATOR'S MONTHLY VOUCHER, MME FORM 60

After all applicable spaces are filled in, the Operator or his agent must sign the certification in the lower left corner. Categories (2) through (7) apply to "Actual Cost" contracts only.

Under "Fixed Unit Costs" and Category (1) report, (a) the total fixed unit costs of work performed under contract provisions for contribution by the Government on a basis of "fixed unit costs"; and (b) the claimed costs of work performed on a unit-price basis by independent contractors.

Under Category (2) include the claimed costs of all payrolled and invoiced supervisory, technical, and labor personnel, except the costs for services applicable to Categories (5) and (6).

Under Category (3) include the claimed costs of all project materials and supplies other than those used for work under Categories (5) and (6).

Under Category (4) report claimed rentals on equipment belonging to a third party, claimed payments or obligations for payments on the Operator's purchase of equipment, and claimed depreciation for the use of Operator-owned equipment.

Under Categories (5) and (6) include all claimed costs of labor, supervision, technical services, operating materials and supplies, and all other items used in (5) the initial rehabilitation and repairs of existing buildings, fixtures, installations (exclusive of mine workings), and operating equipment; and (6) the installation or construction of new buildings, fixtures, and fixed improvements (exclusive of mine workings). Do not report these costs under Categories (2), (3), (4), and (7).

Under Category (7) include all miscellaneous claimed costs such as repairs (other than initial) and maintenance of equipment, sampling and analysis, travel, communication, accounting, office expenses, and the Operator's share of payroll taxes and insurance.

Except for amounts claimed under "fixed unit costs" provisions of the contract, all costs claimed in this voucher must be supported by documentary evidence consisting of: (a) certified copies or transcripts of payrolls which list each employee, wage rate, period of employment, gross earnings, itemized deductions, and net earnings; (b) original or certified copies of invoices, statements of accounts, or purchase orders which indicate items of materials or services, quantities, unit prices, total charges, and payment terms; and (c) certified memoranda of the Operator for such items as depreciation of Operator-owned equipment, unemployment taxes, and employee's liability insurance. The certification may be stated thus, "Certified True Copy (or Transcript)", followed by the signature of the Operator or his agent. One copy of each document should accompany the original of this voucher.

The requirement for submitting documentary evidence of claimed costs may be waived by the OME regional Executive Officer if he determines that it is impracticable for an Operator to submit this material. In any case of waiver of this requirement an "on-site" audit by an OME auditor is mandatory prior to payment of the final Operator's Monthly Voucher.

RECEIVED
NOV 13 1962
OFFICE OF THE SECRETARY
FISCAL SECTION

FORM 61
SEPT. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OPERATOR'S PROGRESS REPORT For Month of October 31, 1962 Docket No. OME 6187

Operator's Name Stanley E. & Nettie M. Brainerd Contract No. 14-23-090- 2147

OPERATION	UNITS	FOR OPERATOR'S USE: UNITS THIS MONTH	UNITS TO DATE	COSTS TO DATE	FOR GOVERNMENT USE: APPROVED UNITS THIS MONTH	APPROVED UNITS TO DATE	APPROVED COSTS TO DATE
Drifting	350		0	0			
Crosscutting							
Raising							
Shafts							
Winzes							
Other Underground							
Drilling, Core-Diamond							
Rotary							
Drilling, Non-core-Diamond							
Rotary							
Churn							
Percussion							
Miscellaneous							
Timber	200	0	0	0			
Roads and Trails							
Stripping							
Trenching							
Test Pitting							
Other Surface Work							
Initial Rehabilitation and Repairs				600.00			
Rehabilitation of Mine Workings							
New Buildings, Fixtures, etc.							
Operating Equipment Purchases							
Analytical Work							
TOTAL TO DATE *(per MME Form 60)*				600.00			

REMARKS

(Continue on back)

REMARKS

(Continue on back)

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 October 31, 1962 Operator Stanley E. Brainerd, Nettie M. Brainerd

Per Stanley E. Brainerd Title Co. Owner

A willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction is a criminal offense. (U.S. Code, Title 18, Sec. 1001.)

I certify that the information above is complete and accurate to the best of my knowledge and belief.

Signature Paul V. Fill

Title Acting Field Officer, OME
Government Representative
Region III

Date Nov. 8, 1962

(INSTRUCTIONS ON REVERSE)

REMARKS *(Cont.)*

REMARKS *(Cont.)*

INSTRUCTIONS FOR PREPARING OPERATOR'S PROGRESS REPORT, MME FORM 61

This report is the second of the three parts of the Operator's Monthly Report. Submit the original and four copies.

The cost for each operation should be the total of all claimed costs attributable to that type of work with two exceptions, namely—operating equipment purchased and analytical work which are stated separately. For example, drifting costs should be the total of all costs chargeable to drifting including supervision, technical services, timbering (if any), etc. Similarly, drilling costs should include the cost of cementing, reaming, core boxes, etc. This procedure of distribution holds whether the contract was written on an actual cost or a unit cost basis, or some combination of the two. Distribute the cost of such general items as supervision, equipment rented, etc. according to relative footages or on some other conventional basis. The item "Initial Rehabilitation and Repairs" covers all rehabilitation and/or repairs other than the rehabilitation of mine workings.

The item titled "Drilling, Non-core Percussion" includes all drilling performed with wagon, jack-hammer, stoper and mounted drills. The several items labelled "Other" are provided to take care of particular exploration operations not specified on this form.

INT.DUP.,D.C.59- 61-577

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

November 8, 1962

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Enclosed is a copy of a letter from the above operator for your information and file.

Paul V. Fillo
Paul V. Fillo

Enclosures

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 13 1962

DATE		
11/13	CEO	800
	Brainerd	500
11/14	Hall S.P.H	~~500~~
	6187	

Allegheny Co.

Nov 1 [illegible]

[illegible]

[illegible]

Dear Bro:

I received your letter
today and answered it the
best of my ability hope you
will find them OK. Try and
get as much as you can
we have been out since 1800
so they wish will need some
money to begin stuffing this
thing with powder gas. Let
us hear from your brother
Replying this sends
you well and hearty
Respectfully Stanley
E. Brainerd Allegheny Co.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

October 31, 1962

OFFICIAL FILE COPY
O. M. E
RECEIVED 5 62

11/5 800
~~120~~ (efla)
Ground 500
11/4 ~~Hack 500~~ S.P.H.
6187

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

The operator was present when this project was inspected ~~on October 25,~~ 1962. Progress to date of inspection:

	Allowed	Completed	
Bulldozing	$1400	0	$1400
Drifting and crosscutting	350 ft	0	350 ft
Timbering	200 ft	0	200 ft
Repairing and reconditioning camp buildings	$600	$600	None
Samples	50	0	50

The operator has had some difficulty in getting spare parts for his compressor (1935 Sullivan 315 c.f.m.), and judging from what I saw in his repair shop, he will have more problems as the work progresses. He has been advised that for an efficient operation he should have spare parts for drills, compressor, etc., available at the mine.

The access road has been improved by hand labor in the removal of rocks and boulders, and some work has been done on the drainage of the road. It is passable for a pickup truck. The operator plans to use a bulldozer at a later date, and would like to know if some of this hand labor could be applied in lieu of the bulldozer work. He was advised that it would not conform to the contract. Please advise me on this technicality.

A considerable amount of rehabilitation and 67 feet of timbering were completed at the entrance of the mine. The operator is requesting that this timbering be made applicable to the contract; please advise on this item.

The operator was given a starting point for crosscutting and he hopes to start this work within a week. The repairing and reconditioning of the camp buildings are completed.

I may sound a bit cynical, but this contract could give us a little grief because of the inability Mr. Brainerd has in operating a mine. Let us hope he will get a good miner to help him complete his contract.

Paul V. Fillo

Paul V. Fillo

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco, California

OFFICIAL FILE COPY
O. M. E.

October 31, 1962

11/5 800
11/6 500
6187

Mr. Stanley E. Brainerd
General Delivery
Alleghany, California

Re: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Dear Mr. Brainerd:

Enclosed are sample forms of the Operator's Monthly Voucher and the Progress Report. The forms should accompany a narrative report stating what was accomplished during the month.

Our Washington office has been notified of the work you have completed and they will let us know if any of this work can be applied to your contract.

My next inspection trip will be in or near the first week of December.

Sincerely yours,

Paul V. Fillo
Acting Field Officer
OME, Region II

Enclosures
cc:
Chief, Division of Field Operations, Washington, D. C

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E.
RECEIVED OCT 5 1962

DATE	INITIALS	CODE
10/5	ama	800
		~~120~~
	~~[illegible]~~	500
10/8	~~[illegible]~~ S.P.H.	500 ✓

October 1, 1962

Memorandum

To: Chief, Division of Field Operations, OME, Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California

Enclosed is a copy of a letter from the subject operator for your information and file. I will make an investigation of the subject property the latter part of the month.

Paul V. Fillo

Paul V. Fillo

Enclosure

OME 6187
Contract No. 2147
1

OME 6187

Allegheny Cal.
Sep 25-62

Office of Mineral Exploration
530 - Battery St
San Francisco

Dear Sirs:
I thot it time to [illegible] you a general summation report of what has been going on at the Angle Liberty mine at Allegheny since I began work ~~there~~ here on Aug 3 of this year.
The property had had nothing done to it for almost seven years except assessment work and was in a badly run down state as you already know and each part & parcel of it had to be rehabilitated before I could begin under

SEP 1962
BUREAU OF MINES
OFFICE OF
MINERALS EXPLORATION
REGION 11

ground of development. The nearly ½ mile of mine road was blocked & clogged with sheds & boulders large and small one and grown up with brush and small trees. The house never a beauty at best had been ruined by rats & mice & sierra storms & was unfit to live in. I rented a house from Mr Dickey of the adjacent Kantor mine which residence is about 2000 ft from my property and began work from there. I couldn't get any road equipment from Sierra Co because they had none at this end of the Co at the time & still don't and I couldn't get a bulldozer from outside except at great expense so I went at it with pick shovel & brute strength and

cleared it out. It was back
breaking work and I ruined
my Dodge truck while doing
it and had to buy another.
One the road is now cleared III
and we now use it with
ease. Tho that job delayed
me, I began work on
the Prime dwelling house
and that is now complete
and quite comfortable with
newly sheetrocked walls
new roof and all furniture
such as is repaired rehabilated
and floors newly linoleumed
and I will move in shortly.
The Prime tunnel was badly
caved & ~~thickes~~ and blocked
with fallen timber & debris
This now has been cleared
and retimbered and at
this writing I have about
one day's more work there

and the turned so we
under as the tracks are
tightened and the cars
repaired & oiled & ready
to operate. The water
system which furnished
water to the mine thru
a series of 1½ mi. pipe is
now about restored and ready
to function all pipes had
been washed away or torn
loose by slides & high water
and it was a tough job
restoring it but we will give
it a trial run tomorrow
and hope the water comes
thru to buildings & mine
now I have yet to get
my compressor in action
which is froze up and so
now being saturated
with powerful cutting oils
and other means and

a mechanic is being called
from town to help work
on it and get it going
so at this writing I feel
that we are moving on
schedule. As you know the
mine is in an isolated place
and we have to go some times
to Nevada City or Grass Valley
to get even a small part
as Alleghany is quite dead
& has no stock of goods to
pick from and this is a handicap.
I have only one man working
with me a Mr Paul Raymond
of Penryn who has settled
down nicely and is turning
in a good & steady performance
I had the misfortune of being
bitten by a poisonous insect
last week which caused me
to lose 3 days work but I am
now recovered. I have to

gather some firewood for
the coming winter and then
do some repair work on
the mine wood shed and VI
a few other odds & ends
and we will then be ready
to go underground for
the real business at hand
the gold of French Ravine
I have paid for everything
cash with my own money to
this date and have kept
expenses at a minimum and
as soon as we get ready to
start underground I will
notify you and have you
come up to the mine and
place your official stamp
~~and~~ on my starting place
in the tunnel and at the
same time you can
inspect work and take

Now I think that about covers everything to the moment, so I close with friends near & dear, perhaps further word from me which will come as soon as I am ready to start underground.

VII

Yours respectfully
Stanley E. Brunwin
Frontier Delivery
Allegheny
Pa.

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
9/18	[illegible]	500
"	on leave	120
		110
9/18	on leave	100
9/18	[illegible]	220
		500

SEP 1 9 1962

Hon. Thomas H. Kuchel
United States Senate
Washington 25, D. C.

Re: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California
Contract 2147

Dear Senator Kuchel:

We have your memorandum of September 17 with enclosure from Mrs. Richard Codman. We feel that the best way to inform the lady of the OME program would be to send her a copy of the explanatory booklet. We are enclosing two copies.

As is so often the case, the quoted newspaper statement is correct as far as it goes. Obviously, many of the exploration projects in which we participate do not result favorably and the expended funds are written off. However, it would be only fair to add that, due to the efforts of the Defense Minerals Exploration Administration and its successor, the present Office of Minerals Exploration, acting as co-participants with industry in exploration ventures, vast reserves have been established for the future need and future welfare of the nation.

As a taxpayer, the good lady has every right to ask questions and we are most happy to fully explain our program at any time.

As requested, we are returning the copy of Mrs. Codman's letter.

Sincerely yours,

(signed) FRANK E. JOHNSON
ACTING Director

(RF)

Enclosures

WRGriswold/gla
9-19-62
cc to: Director's Reading File

Region II (2) w/2 cys incoming correspondence
Docket

43683

OFFICIAL FILE COPY
O. M. E.
RECEIVED SEP 18 1962

NME

United States Senate

		CODE
9/18	Greenwald	500
	Hart	

Sept. 17, 1962

Respectfully referred to

Office of Minerals Exploration
Department of the Interior
Washington, D. C.

for such consideration as the communication herewith submitted may warrant, and for a report thereon, in duplicate to accompany return of inclosure.

By direction of

THOMAS H. KUCHEL
U. S. S.

GPO 16-73507-1

Copy of postal card from:
Mrs. Richard Codman, P. O. Box 168, Al Tahoe, Calif.

Re: Gold mine development loan to Stanley Brainerd.
Would appreciate information and comments on which to base reply.

K:Ho

C O P Y

Inquiry via postal card from: Mrs. Richard [illegible]
P. O. Box 168
Al Tahoe, Calif[illegible]

August [illegible]

Dear Senator Kuchel:

I see a piece in Sacramento Union Aug. [illegible] [illegible] a loan of $8100 [illegible] Brainerd [illegible] Allegheny County, and that "If the government and Brainerd [illegible] errors in their judgment as to the worth of the vein [illegible] the loan will be written off." [illegible]

When other gold miners have been [illegible] these inequitable terms [illegible] many have had to close [illegible] mines? I would like to know the reason for this.

/s/ Mrs. Richard [illegible]

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED AUG 10 1962
500
8/13 cae 210

August 6, 1962

Memorandum

To: Chief, Division of Field Operations, OME
Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley and Nettie Brainerd
Angle Liberty Mine
Sierra County, California
Contract No. 2147

Enclosed are the Government's, Fiscal Section's and Audit's signed copies of the subject contract executed by the operator.

The operator has retained his copy and we have retained the field office copy.

Also enclosed is a copy of a letter from the subject operator, for your information.

Paul V. Fillo

Paul V. Fillo

Enclosures 4

Office of Mineral Exploration
358 Battery St
San Francisco Cal

Jan 2 62
Loomis Cal

Dear Sirs:

I am enclosing the signed contracts for the exploration of the Apple Liberty mine located at Allegheny Sierra Co Cal and designated by your office as 6187. I will move up to the mine Saturday next. Work will begin Monday Jan 7. The reason for the delay in returning the signed contracts was that I had considerable delay in obtaining insurance as mining insurance is very difficult to obtain I record. My mother who is an elderly woman had the misfortune to fall and injure herself some week ago and has only recently recovered and I could not go away and leave her until now.

Yours very Respectfully
Stanley E Brasnerd
R.F.D. 1852
Loomis Cal

Please adress all future letters
To
Stanley E Brasnerd
Allegheny Sierra Co

AXXXXXXXB144K

AXXXXXXXB145K

AXXXXXXXB146K

XDXXXXXXB147K

JWA115-

WJ162-

SYC059-WAF SFF 35 I-BOM

SAN FRANCISCO CALIF 8-6-62 1232U

MR. GEORGE FUMICH, JR., DIRECTOR OFFICE OF MINERALS EXPLORATION

DEPT OF THE INTERIOR WASHINGTON D C

RECEIVED SIGNED CONTRACT FROM STANLEY E. AND NETTIE M. BRAINERD, ALLEGHANY, CALIFORNIA, CONTRACT NO. 2147.

PAUL V. FILLO

2147

BH 1247U

RECEIVED
AUG 6 4 28 PM '62
GSA-REGION 3
TCS
COMMUNICATIONS

OFFICIAL FILE COPY
O. M. E
RECEIVED AUG 8 1962

DATE		
8/9		200
8-13		100
8/13		170
"	Returned	500
	Hoet	

BUREAU OF MINES
MAIL ROOM
WASHINGTON, D. C.

AUG 7 8 53 AM '62

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED JUN 18 1962

DATE	INITIALS	CODE
	June 12, 1962	
6/18	Received	500
6/19	Hall S.T.H.	500

Mr. Stanley E. and Nettie M. Brainerd
R. F. D. 1852
Loomis, California

Re: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California

Dear Mr. and Mrs. Brainerd:

Enclosed are the original and four copies of a proposed contract for exploration of the subject property. The contract consists of MME Form 51, Annex I (one page), Exhibit A (two pages), Exhibit B, and two maps.

The number of months to complete the work has been extended from 6 to 15 months. If the proposed contract meets with your approval, please sign and return the following copies to this office:

Government's Copy
Fiscal Section's Copy
Audit's Copy
Field Office Copy

The Operator's Copy should be retained by yourself.

The document should be dated on or about the same date as the beginning of the operation.

Please note the 6 percent interest accrues from the dates on which the individual payments are made by the Government, and, like the principal, is repayable from royalty on production.

Very truly yours,

PAUL V. FILLO

Paul V. Fillo
Acting Field Officer, OME
Region II

Enclosures

Copy to: Chief, Division of Field Operations, OME
Washington, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

June 12, 1962

OFFICIAL FILE COPY
O. M. E
RECEIVED JUN 18 1962

DATE	INITIALS	CODE
6/18	[illegible]	500
6/19	[illegible] S.U.H.	500

Memorandum

To: Chief, Division of Field Operations, OME
Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California

Enclosed is a copy of a letter from the subject operator, for your information.

Paul V. Fillo

Paul V. Fillo

Enclosure

Lucerne Calif
June 6 62

U.S. Dpt of Interior
Office of Mineral Exploration
San Francisco Cal

Dear Sirs

I am in receipt of your letter giving me an extension of time from the original 6 months to 18 months to extend 360' of tunnel on my Eureka Liberty quartz mine at Allegany (MC 6187) Cald and I will be very glad to accept the contract as you propose in your letter so if you will send it to me with sign and "get going". Now I would like to thank you for your kind attention to me and I will try my best to prove worthy of your confidence in me

Yours respectfully
Marshall E Brainard
P.O. Box 852
Lucerne Calif

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUN 7 1962

DATE	INITIALS	CODE
6/7		
6/8		500
		320

June 5, 1962

Mr. Stanley E. and Nettie M. Brainerd
R. F. D. 1852
Loomis, California

Re: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California

Dear Mr. and Mrs. Brainerd:

With reference to the time allowed to complete the work on your OME proposed contract, I have been advised from our Washington Office that they will allow a change from 6 to 15 months from the date of the contract for the completion of the work. Please advise if this will meet with your approval. If so, I will forward your contract with this change.

In regards to the contract, it is written on a unit cost basis and the price allowed for drifting is $36 a foot, just as you requested, plus $7.50 a foot for drift timbering, and allowances for bulldozing, rehabilitation and repair of camp buildings, and assaying.

In preparing the monthly reports, it should not be too difficult with assistance from our office on your first month's report and you will be able to prepare the following monthly reports. A starting point will be marked by the Acting Field Officer or a representative from our office, and it will be a reference point from which all measurements will be made.

An average amount of bookkeeping, I would think, would be required for your own interest and satisfaction, showing your cost breakdown in operating.

Your earliest reply will be appreciated.

Very truly yours,

PAUL V. FILLO

Paul V. Fillo
Acting Field Officer, OME
Region II

Copy to: Chief, Division of Field Operations, OME
Washington, D. C.

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
5/29	Holt	500
	Friend	500
5/29	Talbot	800
5/29	GCS	130
"	on leave	110
"	on leave	100
5/29	CAC	220
		500

MAY 29 1962

AIRMAIL

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6187 (Gold)
Stanley E. and Mettie M. Brainerd
Angle Liberty Mine
Sierra County, California

You may advise the Applicant that we can allow 15 months from the date of the contract for completion of the work.

Please explain to the Applicant, as from the tone of his letter forwarded with your memorandum of May 25 he does not seem to understand, that the contract is written on a unit cost basis, and that the price allowed for drifting is $36.00 per foot, exactly the amount he requests, plus $7.50/ft. for drift timbering, with allowances for bulldozing, rehabilitation and repair of camp buildings, and assaying. The Field Officer or his representative has often in the past set a survey station from which the starting point of project work could be measured, or otherwise marked the starting point, and has usually checked the Operator's reported progress when making interim inspections, which inspections have not necessarily, and not usually, been at regular monthly intervals. The obligation to measure and report monthly progress is that of the operator, and under a unit cost contract the operator should have no trouble in making out the simple reports required, perhaps with a little coaching by the Field Officer for the first month. There is no need, as the Applicant seems to fear, of a lot of bookkeeping or monthly audit of books.

If the Applicant is willing to accept the contract with your explanation of points questioned and the change to 15 months' time for completion of the work, you are authorized to change the figure 6 to 15 on all copies of page one of the contract form and again present the contract to the Applicant for signature.

George C. Selfridge

SPHolt/gla
5-29-62
cc to: Director's Reading File
Review Committee
Docket

43683

re: OMB-6187

Change should be initialed by Operator.

Fallin

5/29/02

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco, California

May 25, 1962

OFFICIAL FILE COPY
O. M. E.
RECEIVED MAY 28 1962

DATE	INITIALS	CODE
5/28	Gruswald	500
5/28	Hoff S.P.H.	500

AIR MAIL

Memorandum

To: Chief, Division of Field Operations, OME
Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California

Enclosed are two copies of a letter from the subject applicant requesting the time element of completing the contract be extended to 18 months. Please advise if this consideration will be authorized. The copies of the proposed contract will be kept in our office until further instruction.

Paul V. Fillo
Paul V. Fillo

Enclosures 2

May 24, 1962
Loomis, California

U. S. Dept. of the Interior
Defense Minerals Administration
San Francisco, California

Dear sirs:

I am in receipt of the contracts for the exploration of my Angle Liberty quartz property - OME-6187 gold. which is being returned to you for further consideration and hoped for changes. The time limit for the completion of this contract is impossible. Working underground one cannot know what is ahead. Cave ins, rock of extremely hard texture sometimes requiring days to advance a few feet, some time soft strata requiring much timbering as you will please remember that this tunnel is being extended thru a fault where I have the treacherous serpantine to contend with for the hanging wall. Strikes, sickness and other possible difficulties make it impossible for me to accept your time allowed me. I must have at least 18 months altho I assure you that I will pursue the work as diligently as possible and finish it as quickly as possible.

Now I would prefer that we have a flat 36-per-foot cost on the tunnel work which I think if you will investigate is about what a tunnel of that size costs. You could send a man up to measure and fix my starting point and each time I send my report in you could measure the tunnel. Our advantage would be that we could eliminate a lot of needless bookkeeping and extra expense of auditing the books each month. However if this is the only way that you will accept it I'll go along with you. I have been getting preliminary work at mine and making final arrangements

so I am now ready to begin work at the mine.

Yours sincerely,

Stanley E. Brainerd (signed)
R.F.D. 1852
Loomis, California

MAY 1962
BUREAU OF MINES
OFFICE OF
MINERALS EXPLORATION
REGION 11

May 24 62
Loomis Calif

U.S. Dept of Interior
Defense Minerals Admin
San Francisco Calif

Dear sirs:

I am in receipt of the contracts for the exploration of my Eagle Liberty Quartz property - OMC-61 S.T. fold, which is being returned to you for further consideration & hope for change. The time limit for the completion of this contract is impossible. Working underground one cannot know what is ahead. Caved into rock of extremely hard texture sometimes requiring days to advance a few ft. Some time soft strata requiring much timbering. As you will please remember that this tunnel is being extended thru a fault where I have the treacherous serpentine to contend with the hanging wall. Swifts sinkers and other possible difficulties make it impossible for me to accept your time allowed me. I must have at least 18 months altho I assure you that I will pursue the work as diligently as possible and finish it as quickly as

possible.

Now I would prefer that we have a flat 3¢ per ft cost on the tunnel work which I think if you will investigate is about what a tunnel of that size costs. You could send a man up to measure and fix my starting point and each time I send my report in you could measure the tunnel, our advantage would be that we could eliminate a lot of needless bookkeeping and extra expense of auditing the books each month. However if this is the only way that you will accept it I'll go along with you. I have been getting preliminary work at mine and making final arrangements so I am now ready to begin work at the mine

Yours sincerely
Stanley E Brainard
R.F.D. 1 Box 52
Lomita Cal

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

May 11, 1962

OFFICIAL FILE COPY
O. M. E.
RECEIVED MAY 15 1962

DATE		
5/15		500
5/17		520

Mr. Stanley E. and Nettie M. Brainerd
R.F.D. 1852
Loomis, California

Re: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California

Dear Mr. and Mrs. Brainerd:

Enclosed are the original and four copies of a proposed contract for exploration of the subject property. The contract consists of MME Form 51, Annex I (one page), Exhibit A (two pages), Exhibit B, and two maps.

If the proposed contract meets with your approval, please sign and return the following copies to this office.

Government's Copy
Fiscal Section's Copy
Audit's Copy
Field Office Copy

The Operator's Copy should be retained by yourself.

The document should be dated on or about the same date as the beginning of the operation.

If any part of the proposed contract does not meet with your approval, the original and all copies should be returned to this office, together with your proposed changes, for consideration.

Please note the 6 percent interest accrues from the dates on which the individual payments are made by the Government, and, like the principal, is repayable from royalty on production.

Very truly yours,

PAUL V. FILLO

Paul V. Fillo
Acting Field Officer, OME
Region II

Copy to: Chief, Division of Field Operations, OME
Washington, D. C.

Enclosures 5

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
5/3	Holt	500
	Brainerd	500
5/4	Talbert	300
5/4	GLL	130
"	Johnson	110
5/4	Hamed	100
5/7	Cac	220
		500

MAY 7 1962

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California

Enclosed are the original and four copies of a proposed contract for the subject property at the Angle Liberty mine. The complete contract consists of MME Form 51,*Annex I (one page), Exhibit A (two pages), Exhibit B, and two maps. All copies have been signed by the Director for the Government. An extra copy is also enclosed for your use.

Please advise the Applicants that the 6 percent interest accrues from the dates on which the individual payments are made by the Government and like the principal is repayable from royalty on production.

If the contract is suitable to you and the Operators, all five copies should be signed by the Operators. The Operators should retain their copy, you should retain the Field Office's copy, and the Government's, Audit's, and Fiscal Section's copies should be returned to this office.

If any part of the proposed contract does not have your approval or that of the Operators and cannot be altered within your delegated authority, the original and all copies should be returned to this office together with the proposed changes for consideration.

*as revised,

George C. Selfridge (GHB)

Enclosures

SPHolt/gla
5-3-62
cc to: Director's Reading File
Review Committee
Docket

In this case, obviously [illegible] against [illegible]

agree. GHB

Delete -

Transfer to Press Release

ARTICLE 14. Changes and added provisions.--

The provisions governing performance of work under Government contracts, as set out in Section 301 of Executive Order 10925, dated March 6, 1961 (a copy of which is attached hereto as Exhibit B and by reference hereby incorporated and made a part of this contract), shall be applicable to this contract, and shall be included in all contracts executed by the Operator for the performance of work contemplated by this contract, and for that purpose the term "contract" shall be deemed to refer to this instrument and to contracts awarded by the Operator and the term "contractor" shall be deemed to refer to the Operator and to contractors awarded contracts by the Operator.

A new subparagraph (i) is added to Article 6 of this contract, to read as follows:

"(i) Special Agreement Concerning Royalty. Notwithstanding the certification provisions of this Article 6, and with no further action required on the part of the Government, the Operator, as principal if the Operator is the producer, or as surety if the Operator is not the producer, or its successor, shall pay to the Government a royalty on production, regardless of where it is produced, which is transported through any workings or any portion of any workings to the cost of which the Government has contributed, for the period described in Article 6(b)(2) above, and pursuant to the terms of Article 6(c) et seq. However, in no event shall more than one royalty be due or paid under this contract on the same production."

Executed in quintuplicate the day and year first above written.

Sellw Brown
App'd. S.P. Gil.
Holt
Burnel
Talbut

By: _____
Stanley E. Brainerd

By: _____
Nettie M. Brainerd

THE UNITED STATES OF AMERICA

By _____
Director, Office of Minerals Exploration

DRAFT
4/19/62
SPHolt/gla

WRGriswold rewrite:
Annex I and Exhibit A
4/23/62

MME Form 51
Feb. 1959

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

EXPLORATION CONTRACT
(Short Form)

Docket No.	Commodity	Contract No.	County	State
OME -6187	Gold	14-23-090-	Sierra	California

It is agreed _____ (Date), between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and

Stanley E. Brainerd and Nettie M. Brainerd

_____,

whose mailing address is **R.F.D. 1852, Loomis, California**, hereinafter called the "Operator," as follows:

ARTICLE I. Authority and scope.--(a) This contract, entered into under the authority of Public Law 701, 85th Cong., 2d sess. (72 Stat. 700; 30 U.S.C. § 641 - 646), consists of this form, the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed. The work is a search for new or unexplored deposits of the commodity designated above. The Operator shall begin the work on or before _____ (Date), and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within 6 months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the work is $16,200.00. The Government will contribute 50 percent of the total fixed unit costs of the work performed, not in excess of $8,100.00 in accordance with the provisions of Articles 4 and 5.

(c) Interest computation.--Simple interest computed annually at the rate of _____ percent shall accrue from the dates Federal funds are made available until the period specified for payment of royalty expires, or until the amount of Federal funds contributed is fully repaid with interest.

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

ARTICLE 2. Operator's rights in land.--(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's right of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances:

None

(b) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above and (if the Operator does not hold the legal title) the Lien Agreement of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached as follows:

None

(b) Royalty on production.--The Operator, whether or not the producer (for example, if the Operator either transfers or does not retain his interest in the land), shall pay to the Government a royalty on all minerals and metals mined or produced from the land as follows:

(1) irrespective of any certification of possible production--from the date of the contract until the lapse of the time within which the Government may issue such certification or until the total net amount contributed by the Government is fully repaid with interest, whichever occurs first; or

(2) if the Government issues a certification of possible production--for a period of ten years from the date of the contract or until the total net amount contributed by the Government is fully repaid with interest, whichever occurs first.

(c) Payment of royalty.--(1) The Government's royalty shall be five percent of the ~~Operator's~~ gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrate, metal, or equivalent), at the point of delivery (the f.o.b. point); except, that charges of the buyer arising in the regular course of business and shown as deductions on the buyer's settlement sheets (such as treatment processes performed by the buyer, sampling and assaying to determine the value of the production sold, and freight payable by the buyer to a carrier (not the Operator)), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. No costs of the Operator are deductible in arriving at the "gross proceeds" as that term is here used.

The term "treatment processes" means those processes (such as milling, concentrating, smelting, refining, or equivalent, but excluding fabricating or manufacturing) applied to the crude ore or other production after it is extracted from the ground to put it into a commercially marketable form.

(2) The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be.

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

(e) Lien for payment.--To secure the payment of royalty (see Article 6(b)), the Operator hereby grants to the Government a lien upon his interest in the land and upon any production of minerals and metals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

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

(g) No obligation to produce.--Nothing in this contract shall be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

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

ARTICLE 7. Termination of the Government's Obligations.--(a) If the Government determines that operations at any time have failed to achieve anticipated results and further work is not justified, the Government may give the Operator written notice thereof, and thereupon:

(1) the Government shall be free of all obligation to pay on account of units of work not then performed; and

(2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to final accounting and reporting.

(b) If the Government determines that the Operator is in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon:

(1) the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and

(2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to final accounting and reporting.

The Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

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

(d) The determinations of the Government are subject to appeal under Article 11.

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

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

See Article 14

ARTICLE 10. Nondiscrimination.--In connection with the performance of work under this contract, the Operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Government setting forth the provisions of the nondiscrimination clause.

The Operator further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

ARTICLE 11. Disputes.--Any dispute arising under this contract which is not disposed of by agreement shall be decided by the Director, Office of Minerals Exploration, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Operator. The decision of the Director, Office of Minerals Exploration, shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Operator mails or otherwise furnishes to the Director, Office of Minerals Exploration, a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

The term "Director, Office of Minerals Exploration," as used herein includes his duly authorized representative.

ARTICLE 12. Eight-Hour Law of 1912--Overtime compensation.--This contract, to the extent that it is of a character specified in the Eight-Hour Law of 1912, as amended (40 U. S. Code 324—326) and is not covered by the Walsh-Healey Public Contracts Act (41 U. S. Code 35—45), is subject to the following provisions and exceptions of said Eight-Hour Law of 1912, as amended, and to all other provisions and exceptions of said Law:

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Operator or any independent contractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every laborer and mechanic employed by the Operator or any independent contractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day; and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause, and all penalties thus imposed shall be withheld for the use and benefit of the Government.

ARTICLE 13. Copeland (Anti-Kickback) Act--Nonrebate of wages.--The regulations of the Secretary of Labor applicable to contractors and subcontractors (29 CFR, Part 3), made pursuant to the Copeland Act, as amended (40 U. S. C. 276c) and to aid in the enforcement of the Anti-Kickback Act (18 U. S. C. 874) are made a part of this contract by reference. The Operator will comply with these regulations and any amendments or modifications thereof and will be responsible for the submission of affidavits required of independent contractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

ARTICLE 14. Changes and added provisions.--

The provisions of Section 301 of Executive Order No. 10925 of March 6, 1961, required to be included in every Government contract are by reference hereby and herein incorporated and made a part of this contract. A copy of said Executive Order is attached to this contract as Exhibit B.

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By: _____
(Operator)
Stanley E. Brainerd

By _____
Nettie M. Brainerd

By _____
Director, Office of Minerals Exploration

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

_____

[CORPORATE SEAL]

INT.-DUP. SEC., WASH., D.C. 52375

DRAFT
4/23/62
SPHolt/WRGriswold/gla

EXPLORATION CONTRACT
STANLEY E. AND NETTIE M. BRAINERD
OME-6187

ANNEX I

The land referred to in Article 2 of the contract comprises one unpatented lode mining claim, with all rights pertaining thereto, in the NE¼, sec. 4, T. 18 N., R. 10 E., Mount Diablo Base and Meridian, Alleghany mining district, Sierra County, California.

The claim is shown in blue color on Figure 1, titled "General Sketch of Angle Liberty, Oriental and Kenton Mines, as they lay along contact, Stanley Brainerd, Loomis, Cal.," attached hereto and made a part hereof. The Operators control the claim by virtue of ownership. It is recorded in the office of the County Recorder at Downieville, California, as follows:

Name of Claim	Recorded Book	Recorded Page
Angle Liberty Quartz Claim	18199	192

DRAFT
4/23/62
SPBolt/WRGriswold/gla

EXPLORATION CONTRACT
STANLEY E. AND NETTIE M. BRAINERD
OME-6187

EXHIBIT A

The purpose of the project is to explore, by crosscutting and drifting, for ores of gold occurring in quartz veins along and near a contract between serpentine and schistose gabrro in the Angle Liberty mine.

General Conditions

All significantly mineralized areas traversed in the crosscutting and drifting shall be sampled by cutting channels normal to their trends at intervals of not more than ten feet. Each sample shall be split as necessary and then assayed for gold. The Operator shall store one split in a suitable container properly identified as to the location where it was obtained. The stored samples shall be made available for Government inspection and possible use. With prior Government approval, the Operator may dispose of the stored samples.

True copies of assay certificates for all samples shall be submitted with the Operator's monthly report which shall also include a map or sketch showing the work completed during the reporting period. The map or sketch should show the general geological formations traversed and the location and assay value of the samples taken.

The Operator shall provide such supervisory and technical services as may be required to complete the work in a satisfactory manner.

Description of the Work

An access road with drainage trenches, located approximately as shown in red color on Figure 1, shall be repaired, using a bulldozer of not less than D-7 or equivalent size of another make. The Government will contribute to bulldozing costs of not to exceed 100 hours.

Camp buildings, including cabin, compressor house, and tool house, shall be repaired and reconditioned.

The present adit crosscut shall be extended approximately 50 feet to intersect the vein zone and serpentine contact, and drifts shall be driven about 40 feet southwestly and 260 feet northeasterly along the vein zone, all as approximately shown in red color on Figure 2, titled "Plan Map Angle Liberty Mine," attached hereto and made a part hereof.

Drifts and crosscuts shall be of not less than 5 feet wide and 7 feet high in the clear of timber and shall be timbered as necessary, using standard drift sets consisting of not less than 8 by 8 inch timber, or the equivalent in round timber.

The Government will contribute to the cost of not to exceed 350 feet of drifting and crosscutting, 200 feet of drift and crosscut timbering, and the assaying of 50 samples for gold.

Estimated Cost of the Project

Fixed Unit Costs

Bulldozing, 100 hours, @ $14.00/hr.	$ 1,400.00	
Drifting and crosscutting, 350 feet, @ $36.00/ft.	12,600.00	
Timbering drifts and crosscuts, 200 feet @ $7.50/ft.	1,500.00	
Repairing and reconditioning camp buildings, job	600.00	
Assaying 50 samples for gold, including sacks and transportation of samples, @ $2.00/sample	100.00	
Total Estimated Cost of the Project		$16,200.00
Government Participation @ 50%		$8,100.00

DRAFT
4/19/62
SPHolt/gla

EXPLORATION CONTRACT
STANLEY E. AND NETTIE M. BRAINERD
OME-6187

ANNEX I

The land, with all rights pertaining thereto, ~~including extralateral rights,~~ referred to in Article 2 of the contract and shown outlined in blue color on Figure 1, titled "General Sketch of Angle Liberty, Oriental and Kenton Mines, as they lay along contact, Stanley Brainerd, Loomis, Cal.," attached hereto and made a part hereof, comprises one unpatented lode mining claim, ~~situated~~ in the NE¼, sec. 4, T. 18 N., R. 10 E., Mount Diablo Base and Meridian, Alleghany mining district, Sierra County, California, and recorded in office of the County Recorder at Downieville, California, as follows:

Name of Claim	Recorded Book	Recorded Page
Angle Liberty Quartz Claim	18199	192

The Operators control the claim by virtue of ownership.

DRAFT
SPHolt/gla
4/19/62

EXPLORATION CONTRACT
STANLEY E. AND NETTIE M. BRAINERD
OME-6187

EXHIBIT A

The purpose of the project is to explore for ores of gold occurring in quartz veins along and near a contact between serpentine and schist, or gabbro by means of crosscutting and drifting in the Angle Liberty mine ~~property.~~ ~~The work shall be performed in one stage.~~

General Conditions

Drifts and crosscuts shall be not less than 5 feet wide and 7 feet high in the clear of timber and shall be timbered as necessary, using standard drift sets consisting of not less than 8-inch by 8-inch timber, or the equivalent in round timber.

All significantly mineralized sections encountered in the drifting and crosscutting shall be sampled normal to their trends, at linear intervals of not more than 10 feet, and the samples assayed for gold. All samples to be sent for assay shall first be split and one-half be made available to the Government. Sample results and locations shall be accurately shown on monthly progress reports provided to the Government.

Description of the Work

An access road, located approximately as shown in red color on Figure 1, ~~above mentioned~~, shall be repaired ~~and trenches excavated~~, using a bulldozer of size not less than D-7 or equivalent size of another make. The Government will contribute to bulldozing costs of not to exceed 100 hours.

Camp buildings, including cabin, compressor house, and tool house, shall be repaired and reconditioned.

The present adit crosscut shall be extended approximately 50 feet to intersect the vein zone and serpentine contact, and drifts shall be ~~excavated~~ driven approximately 40 feet southwesterly and 260 feet northeasterly along the vein zone, all as shown approximately in red color on Figure 2, titled "Plan Map Angle Liberty Mine," attached hereto and made a part hereof. The Government will contribute to the cost of not to exceed 350 feet of drifting and crosscutting, 200 feet of drift and crosscut timbering, and the assaying of 50 samples for gold.

Estimated Cost of the Project

Fixed Unit Costs

Bulldozing, 100 hours, @ $14.00/hr.	$1,400.00	
Drifting and crosscutting, 350 feet, @ $36.00/ft.	12,600.00	
Timbering drifts and crosscuts, 200 feet @ $7.50/ft.	1,500.00	
Repairing and reconditioning camp buildings, job	600.00	
Assaying 50 samples for gold, including sacks and transportation of samples, @ $2.00/sample	100.00	
Total Estimated Cost of the Project		$16,200.00
Government Participation @ 50%		$8,100.00

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

April 11, 1962

OFFICIAL FILE COPY
O. M. E
RECEIVED APR 16 1962
DATE
4/16 4/17 S.P.H. 500

Memorandum

To: Chief, Division of Field Operations, OME
Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie Brainerd
Angle Liberty Mine
Sierra County, California

With reference to your memorandum of April 5, 1962, enclosed is a copy of a letter from the subject applicant and a transcribed letter in typed form.

Paul V. Fillo

Paul V. Fillo

April 2. 62
Loomis, Cal.

U. S. Dept. of the Interior
420 Custom House
555 Battery St.
San Francisco Cal.

Dear Sirs:

This is being written in regards to an application I made recently to your office for financial assistance in developing my Angle Liberty quartz mining claim located near Alleghany Sierra Co Cal. and designated afterwards by your office as OME, 6187 gold.

The property was inspected by an engineer from your office in company with myself shortly before Christmas. Mr. W. T. Benson by name. On March 7 I received a letter from you and on March 9 I received another. asking a set of questions concerning the mine and my application which I answered on the 11th and informed you that I would answer a bit later. When I had made certain investigations at Alleghany. And now to answer your questions. first question. book & page no. of the recording of the Angle Liberty Mine. ans. Book 18199 page 192. ques. 2. The name of the owner of the property or properties and where the applicant dump adit & surface buildings are located. ans. the property is owned in joint tenancy by my mother Nettie M. Brainerd & myself Stanley E. Brainerd. ques. where adit dump & surface buildings are located. ans. the adit mouth is located in the extreme southeast corner of the claim and about 50' above the floor of Kanaka Creek canyon. The buildings are located about 200' in a northerly

direction above the mouth of the adit. ques. do you hold surface rights & rights of way for the tunnel. ans. yes. ques. the size & make of the bulldozer to be used for road repair should be designated. ans. the Angle road in question has a total length of about 3/4 mile and is composed of two outlets or forks. One fork connecting with the adjacent Kenton mine road and making connection with the Co. Road about 1 mile south. The second fork leaves the angle road and effects a short cut to join the Co. road about 1/2 mile from adit has not been used for 7 years and brush has been grown up along it and rocks slides have blocked some of it tho each year I work on it for a few days for my assessment work. I will make arrangements with the co. of Sierra to use their road machinery to repair the road. Now since spring is about here with little danger of heavy storms for the rest of the season there is little danger of slides or washouts for the rest of the season and I must be careful of my money. I will spend only enough to make the road passable for my private use. I used it before without difficulty and I can now. Later on before next winter begins I will trench the entire the entire length of the road which as you know serves as a drain. The road hangs on the side of a very steep mountain and sometimes sections of it get washed out.

Ques. We will need to know how $600 would be used in house repairs. ans. The buildings which I live in at the mine consist of 2 rooms one 10x14 kitchen and dining room the second room 14x14 bedroom and living room all made from rough boards which I salvaged from a refuse dump for the most part. It has one thin wall. The roof is tar paper and it has not been lived for seven yrs. and it now has no roof. The storms took care of that.

Now just what this last heavy winter has done to it I don't know. I haven't been up there yet but I'm holding my breath. Mr. Benson saw the house and I think he would be glad to verify that if I spent 3 x $600 on its repair it still would be unfit to live in since one 12 by 14 room is estimated to cost $2,200 you could perceive that $600 spent wouldn't much more than make it fit for a tramp to live in.

Question. we do not understand the additional charge of $100 for house rent.

Ans. as I have described the property to you you can see that I cannot live in the house until I have repaired it and I have to have a place to stay while I'm cleaning things up so I will rent a house from the adjacent Kenton mine. They have some vacant ones. Mrs. Florence Dickey being the owner. I did this way before.

Now according to your manual the miner is offered 2 contracts. The short contract in which the government pays only for footage or the long contract where the miner is required to keep detailed account of all expenditures and I would like the short contract wherein you pay only for footage in this case we selected the figure of $36.36 per ' of which you would allow me $18.18 per ft. so you would have no concern or interest in the costs of outside work as house repair or bulldozer work as I would have to pay that from my own account in the 2 months which you require me to work with my own funds and I assure you that there will not be one penny wasted because I have nothing to waste, and in fact I will have to strain every end to make this venture a success and if I was any other way I wouldn't be fit to manage it or for you to help as you know the road of the gold miner in these days is a very difficult one. The expenses being what

they are and price of gold being what it is. Now I guess this about covers everything I have sufficient funds in the Loomis bank to carry me the required time & will have more June 20, & I would like to start work at the mine by May 10. There has been a very hard winter with much snowfall in the mountains and it slightly delayed my plans. I would like you to come up to the mine as soon as we start and look everything over carefully so that you can see that I am not trying to do anything irregular and in fact I would like very much to receive any helpful advice that you could give me.

Yours Respectfully

Stanley E. Brainerd

R.F.D. 1852

Loomis Cal.

APR 1962
BUREAU OF MINES
OFFICE OF
MINERALS EXPLORATION
REGION 11

April 2, 1962
Lovelock, Nevada

U.S. Dept of the Interior
420 Customs House
555 Battery St
San Francisco Calif

Dear Sirs:

This is being written in regard to an application made recently to your office for financial assistance in developing my Bright Liberty quartz mining claim located near Allegheny Sierra Co Cal. and designated afterwards by your office as OMIE, 6187 Cal.

The property was inspected by an engineer from your office in company with my self shortly before Christmas. Mr. W. Bernath is name.

On March 7 I received a letter from you and on March 9 I received another enclosing a set of questions concerning the mine & my application which I answered on the 11th & informed you that I would answer a few later. When I had made certain investigations at Allegheny. I now to answer your question.

First question, Book & page No. of the recording of the Bright Liberty mine, Ans Book 18199 page 192. Sec. 2 The name of the owner

of the property or properties and where the applicants
dump adit + surface buildings are located
and the property is owned in joint tenancy by
my mother Nettie M. Brainerd + myself Stanley E
Brainerd. Geo; where adit dump + surface
buildings are located, and the adit mouth is
located in the extreme south east corner
of the claim and about 50' above the floor of
Kernahan creek canyon. The buildings are located
about 200' in a northerly direction above the
~~moth~~ mouth of the adit. Geo do you hold surface
rights + rights of way for the tunnel, and you
geo The size + make of the bull dozer to be
used for road repair should be designated
answer, The angle road in question has a
total length of about 3/4 mile and is composed of
two outlets or forks one fork connecting with the
adjacent Kenton mine road and making connection
with the co Road about 1 mile south the second
fork leaves the angle road and effects a short-
cut to join the co road about 1/2 mile from adit
has not been used for 7 years + brush has
been grown up along it and rocks slides
have blocked some of it tho each year I work
on it for a few days for my assessment work
I will make arrangements with the co
of Sierra to use their road machinery to repair

the road. now since spring is about here with little danger of heavy storms for the rest of the season there is little danger of slides or wash outs for the rest of the season and I must be careful of my money I will spend only enough to make the road passable for my private use. I used it before without difficulty and I can now. Later on before next winter begins I will trench the entire length of the road which as you know serves as a drain the road hangs on the side of a very steep mountain and some times sections of it get washed out.

Yes. we will need to know how $600 would be used in house repairs and. The building which I live in at the mine consist of 2 rooms one 10 x 14 kitchen + dining room the second room 14 x 14 bedroom and living room all made from rough boards which I salvaged from a refuse dump for the most part. it has one thin wall. The roof is tar paper and it has not been fixed for seven yrs and it now has no roof the storms took care of that, now just what this last heavy winter has done to it I don't know. I haven't been up there yet but im holding my breath. Mr Benson saw the house and I think he would be glad to verify that if I spent 3 x $600 on its repair it would be worth to live in. since one 12 by 14 room is estimated to cost $200

you could perceive that $600 spent ~~to make~~ wouldn't much more than make it fit for a tramp to live in.

Section, we do not understand the additional charge of $100 for house rent. As I have described the property to you you can see that I cannot live in the house until I have repaired it and I have to have a place to stay while am cleaning things up so I will rent a house from the adjacent Renton mine they have some vacant ones, Mrs Florence Dickey being the owner, I did this way before.

Now according to your manual the miner is offered 2 contracts the short contract in which the government pays only for footage or the long contract where the miner is required to keep detailed account of all expenditures I would like the short contract where in you pay only for footage in this case we selected the figure of $36.36 per ft of which you would allow me $18.18 per ft so you would have no concern or interest in the costs of outside work as house repair or bulldozer work as I would have to pay that from my own account in the 2 months which you require me to work with my own funds and I assure you that there will not be one penny wasted because I have nothing

to waste, and in fact I will have to strain every
and to make this venture a success and if I
was any other way I wouldn't be fit to manage it
or for you to help as you know the road of the
gold miner in these days is a very difficult one,
the expenses being what they are and price of gold being what
it is. Now I guess this about covers everything
I have sufficient funds in the Loomis bank
to carry me the required time & will have
more June 20, I would like to start work
at the mine by May 10 there has been a very
hard winter with much snowfall in the mountains
and it slightly delayed my plans. I would like
you to come up to the mine as soon as we start
and look every thing over carefully so that
you can see that I am not trying to do any
thing irregular and in fact I would like very
much to receive any helpful advice that you
~~your~~ could give me

Yours Respectfully
Stanley E Brouwerd
R.F.D. 1852
Loomis Cal

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
4/3	Holt	500
	[illegible]	500
4/4	Talbert	800
4/4	[illegible]	130
4/5	Johnson	110
4-5	Finch	100
		220
		500

APR 5 1962

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California

It will be appreciated if you will ascertain from the Applicants and advise us when we may expect to receive the information requested in your letter of March 7, 1962.

Also, we have no record showing that the Applicants have been requested to furnish additional information concerning the $100 house rental and $600 repair expense mentioned in the last paragraph of your memorandum of March 9, 1962.

George C. Selfridge

(GCS)

SPHolt/gla
4-3-62
cc to: Director's Reading File
Review Committee
Docket

43683

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
O. M. E
RECEIVED
DATE MAR 13 1962

March 9, 1962

500

Memorandum

To: Chief, Division of Field Operations, OME
Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Stanley E. and Nettie M. Brainerd
Angle Liberty Mine
Sierra County, California

With reference to your memorandum of February 26, 1962, a letter was sent to the applicant requesting an answer to the first four paragraphs of your memorandum.

In answering the last paragraph of your memorandum, I have talked with the examining engineer for clarification on his cost figures. His comments are as follows:

(1) Cost for drilling, crosscutting, and raising was calculated on straight day wages.

(2) No explanation for the $100 house rental other than the applicant felt he was entitled to this expense

(3) An estimate of 70 feet of timbering will be required in their crosscutting and drifting work.

(4) No explanation for the $600 repairs that was stated in his cost estimate. The building is owned by the applicant.

A letter will be sent to the applicant for additional information regarding the $100 house rental and $600 repair expenses.

Paul V. Fillo

Paul V. Fillo

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

OFFICIAL FILE COPY
RECEIVED

March 7, 1962

Mr. Stanley E. and Nettie M. Brainerd
R. F. D. 1852
Loomis, California

Re: OME-6187 (Gold)
Stanley E. and Nettie Maud Brainerd
Angle Liberty Mine
Sierra County, California

Dear Mr. and Mrs. Brainerd:

Your application for assistance in exploring the subject property has been referred to this office for further attention. We will need the following additional information:

1. Book and page numbers of the recording of the Angle Liberty Claim.

2. The name of the owner of the property or properties and where the applicant's adit, dump and surface buildings are located.

3. Do you hold surface rights and right of way for the adit?

4. The size and make of bulldozer to be used for road repair and trenching should be designated.

5. The approximate location, size, number of trenches to be bulldozed and the justification for this work.

Your early reply to this request will be appreciated.

Very truly yours,

PAUL V. FILLO

Paul V. Fillo
Acting Field Officer, OME
Region II

Copy to: Chief, Division of Field Operations, OME
Washington D. C.
OME Files

R OMB-6187

Doesn't first full paragraph on page 4 of Apr. 9/6/61 ltr. (attached to applic. form) answer question 1. ? No

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
2/23	Holt	500
2/23	Talbot	800
2/26	BCS	130
"	Johnson	110
2-26	Jones	100
2/26	Coe	220
		500

FEB 26 1962

Memorandum

To: Acting Field Officer, Region II

From: Chief, Division of Field Operations

Subject: OME-6187 (Gold)
Stanley K. and Mattie M. Brainerd
Angle Liberty Mine
Sierra County, California

To complete processing the application for financial assistance in exploration of the subject property, we will need the following additional information:

1. Book and page numbers of the recording of the Angle Liberty claim, and the name of the office in which recorded at Downieville, California.

2. The name or names of owners of property or properties on which the Applicant's adit, with its portal and dump and surface buildings are located, and whether the Applicant holds surface rights and right-of-way for the adit.

3. The size and make of bulldozer to be used for road repair and trenches.

4. Approximate location, size, number, and purpose of trenches to be bulldozed.

5. We are unable to reconcile the Applicant's estimate of $36.33/ft. (apparently a reasonable figure) for drifting and crosscutting with the figure of $49.74 set up in the Report of Examination. For instance, the latter figure (which, on its face, would appear to be far too high) includes $3.00/ft. for timbering. We would prefer to set up timbering as a separate item and, to do so, would need to know approximately the footage of drift and crosscut that might require timbering. We might be inclined to allow the $600.00 item for repair and rehabilitation of camp buildings (also set out as an item separate from drifting and crosscutting) if supported by complete details of work to be done, but do not understand the additional charge of $100.00 for house rental. Would we be expected to repair or rehabilitate a building not owned by the Applicant?

Your early attention to these questions will be appreciated.

George C. Selfridge

SPHolt/gla 2-23-62
cc to: Director's Reading File
Review Committee Docket

P.S. Any increase in costs set forth in an on-site field report over those shown by the Applicant should be justified in detail in the report.

43683

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

555 Battery Street
San Francisco 11, California

January 30, 1962

OFFICIAL FILE COPY
O. M. E
RECEIVED FEB 5 1962

DATE	INITIALS	CODE
		130
2/8	Hart S.T.H.	500

Memorandum

To: Chief, Division of Field Operations, OME
Washington, D. C.

From: Acting Field Officer, OME, Region II

Subject: OME-6187 (Gold)
Angle Liberty Mine
Sierra County, California

Enclosed herewith are the original and two copies of the Report of Examination on the subject property.

The Examining Engineer recommends favorable consideration of an exploration contract costing $18,359.00 of which the Government's share at fifty percent would amount to $9,179.50.

The Acting Field Officer concurs in the recommendations submitted by the Examining Engineer.

Paul V. Fillo

Paul V. Fillo

On-Site Examination Report

This report seen by Mr Selfridge, but not by H Berry 4/19/62 } not included in Rev. Com. Minutes

UNITED STATES
DEPARTMENT OF THE INTERIOR
STEWART L. UDALL, SECRETARY

OFFICE OF MINERALS EXPLORATION

REPORT OF EXAMINATION
REGION II

OME-6187 (Gold) Angle Liberty Mine
Sierra County, California

OFFICE FILE COPY
RECEIVED FEB 5 1962
DATE CODE

W. T. Benson, Mining Engineer
U. S. Bureau of Mines, Reno, Nevada

January 1962

EXAMINATION REPORT

Docket No.: OME-6187 (Gold

Name and address of applicant: Stanley E. and Nettie M. Brainerd
R.F. D. 1852
Loomis, California

Name and location of property: Angle Liberty Mine
Sierra County, California

SUMMARY

Mr. Stanley Brainerd applied to the Office of Minerals Exploration for Government assistance to explore for gold on the Angle Liberty claim, situated in the Alleghany mining district 2 miles southwest of the small settlement of Alleghany, Sierra County, Calif.

An examination was requested by the Acting Field Officer OME Region II to determine whether geological conditions were sufficient to justify the project proposed by the applicant and to obtain data to complete a contract, if one were warranted. Accordingly, a field examination was made December 16, 1961 by an Engineer of the Bureau of Mines.

The applicant proposes to rehabilitate, equip, and develop a gold-bearing quartz vein near a slate-serpentine contact, estimated to cost $18,359.00. A plan of exploration was vaguely listed by the applicant. To better outline the costs, a more comprehensive listing was prepared at the time of the examination.

It is recommended that the applicants' request for an OME loan be favorably considered, as it is possible the Tightner vein system will be exposed by the requested exploration.

INTRODUCTION

In connection with an application for exploration assistance, docket OME 6187 (Gold), the Angle Liberty property was examined by an engineer of the Bureau of Mines for the purpose of inspecting surface and development openings that pertained to Stanley E. and Nettie M. Brainerd's loan application to explore showings for gold found on the Angle Liberty claim.

DESCRIPTION OF PROPERTY

Property holdings comprise one unpatented lode mining claim known as the Angle Liberty, situated in the Alleghany Mining District, Sec 4, T. 18 N. R 10 E, about 2 miles southwest of the small settlement of Alleghany on the west slope of the French Ravine.

ACCESSIBILITY

To reach the property from Grass Valley, the supply center, Highway 49 is followed north 21 miles to the Alleghany turn off. The Alleghany road is then followed east 19 miles to Foote road. The Foote road is then followed southwest 2 1/2 miles to the property which is located on the steep north slope of Kanaka Creek.

HISTORY

The claim formerly known as the Clincher, was located January 1, 1912 by George E. Showler and J. J. McConnel, Colusa, Calif., who, in turn, deeded the claim to Thomas R. Thompson September 13, 1912. It was forfeited to George H. Brainerd July 9, 1921, and in 1943 it was

placed in joint tenancy with the present owners following the death of G. H. Brainerd in February 1943.

On July 3, 1940, the property was acquired by W. E. Ragesdale on a lease and option basis. No work was done by the lessee. The lease was forfeited and the property returned to the owners.

Development on the property was carried on during the period 1945 to 1954. While some low-grade ore was encountered, no attempt was made to mine and mill this ore-bearing section. Only assessment work has been done on the property since 1954.

PHYSICAL FEATURES

The claim is located on the north slope of Kanaka Creek in an area of steep topography at an altitude of 3,500 feet. The climate is characterized by heavy rains and deep snow in winter, and by dry warm summers. A scattered growth of oak, pine, fir, and cedar constitutes the vegetation on the property. Some of the pine and fir are suitable for mining needs. An ample gravity supply of water is available from the French Ravine for 10 months during the year. Additional water can be pumped from Kanaka Creek, 50 feet from the adit portal.

Transmitted electric power could be made available by installing a pole and connecting to the P.G. &E. power line that crosses the south portion of the property. To avoid the purchase of an electric motor, and for the generation of power, it will be necessary to supply fuel oil from Nevada City, 45 miles south.

HOUSING FACILITIES

A small house on the property, requiring some repair, is sufficient to accommodate a crew of 4 men.

EQUIPMENT

Equipment on the property includes a 315 cubic foot portable compressor. Air drills, one drifter and a stoper, pressure tank, air and water hose, mine rails, fish plates, spikes and ties, air and water lines, 2 mine cars, 4 wheel drive truck, slusher hoist, and various small hand tools.

COMPETENCY OF APPLICANT

The applicant, Mr. Stanley E. Brainerd, according to his statement, excavated the development openings on the property.

It appears this work was done in a satisfactory and workmanlike manner. Judging from this work, Mr. Brainerd should be competent to supervise operations on which assistance has been requested.

GEOLOGY

The region consists of intensely folded sedimentary rocks; andesite breccia covers both igneous and sedimentary rocks in certain areas.

The oldest rocks in the region are those of carboniferous age. They are composed of gray slates and quartzitic sandstones and clay slates. The slates and sandstones, on the east side of the area, form a belt about 3 miles in width, while the gray slates, one mile wide, lie to the west.

These formations trend north and south and dip 80° to 90° east, and are separated by serpentine and amphibolite. In places, these igneous rocks are schistose in character, especially the amphibolite which has probably been derived by pressure from diorite or gabbro. In places the amphibolite schists are chloritic and difficult to distinguish from clay slates.

Within the area, serpentine occurs as four parallel narrow bands in amphibolite. In one place a serpentine belt encloses a mass of gabbro.

On the Angle Liberty claim schistose gabbro is the principal wall rock. In the western portion of the workings, serpentine forms the footwall of the vein segment that was exposed. The vein, about 2 feet thick, strikes westerly and dips north. The vein quartz shows a banded structure. It contains scattered flecks and small bunches of pyrite and arsenopyrite.

SAMPLING

No attempt was made to sample the low-grade quartz material exposed in the mine workings.

ORE RESERVES

There are no measured ore reserves on the property. Mr. Brainerd states the vein segment encountered averages about $7.00 per ton in gold.

PROPOSED EXPLORATION

The applicant proposes to do 350 feet of cross cutting, drifting and raising, repair the road, recondition the camp buildings and equip the property with necessary mining machinery, estimated to cost $18,359.00.

19,359.00

COSTS

A bulldozer for trenching and repair of road. Rental with operator and supplies, 100 hours at $14.00 per hour

Bulldozer rental		$1,400.00
Supervision $2.50 per hour ?		250.00
Surveying		300.00
	Total	$1,950.00

Estimated cost for crosscutting, drifting and raising based on 3.5 feet per day, 100 days or 4 months. It will require 3 men. Average wage $2.50 per hour - $80.00 per day.

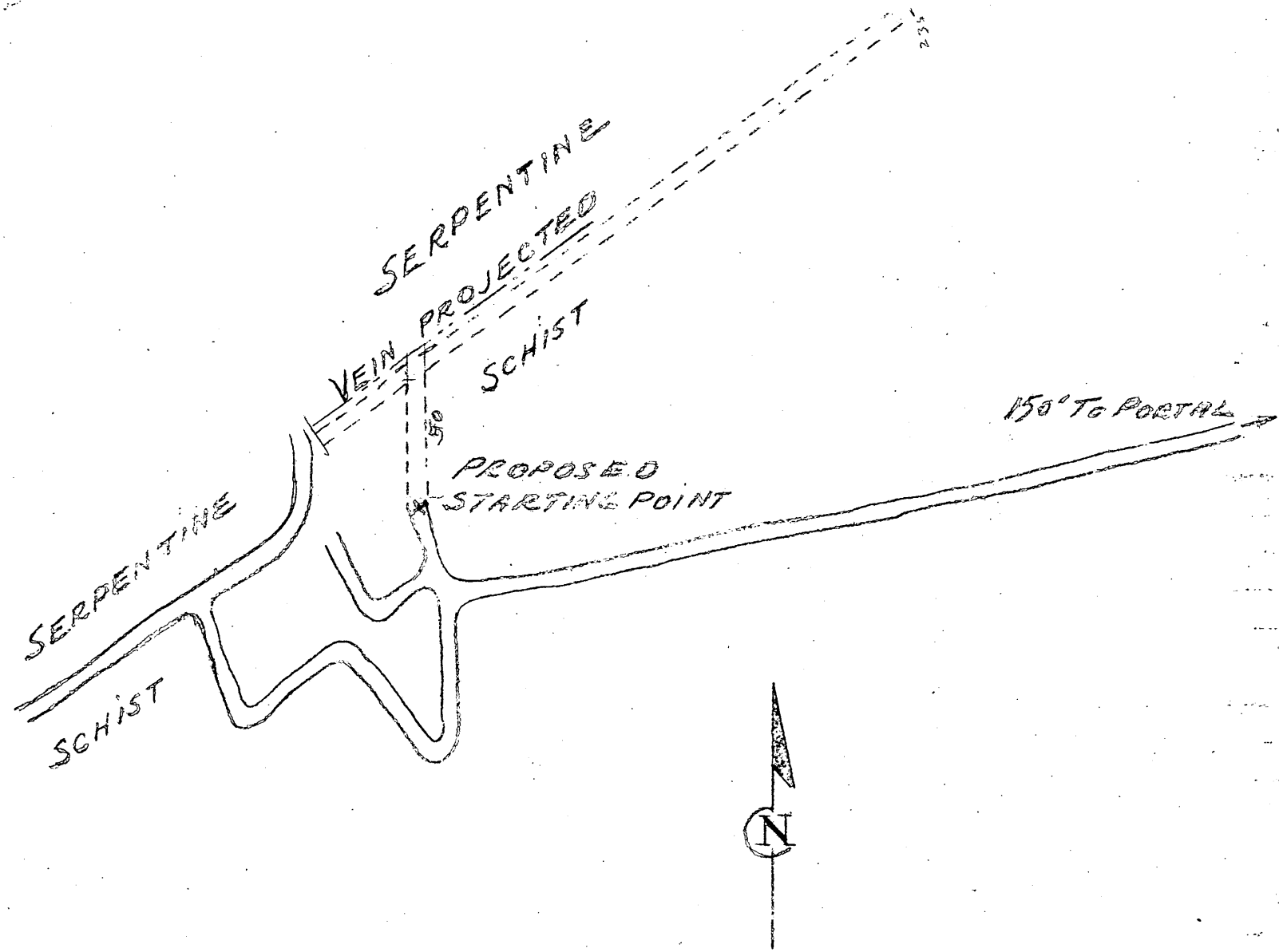
	Cost/foot
Labor	$22.85
Supervision, $500 month	5.50
Insurance - S. S.	4.57
Powder, Fuse, Caps	3.50
Timber	3.00
Compressor supplies	3.00
Steel and bits	1.50
Engineering and accounting	2.50
House rental $100 and repair $600	2.00
Rental of equipment as shown in application	1.32
	$49.74

49.74 X 350
= 17,409.00
1,950.00
19,359.00

CONCLUSIONS AND RECOMMENDATIONS

The project as outlined by the applicant has a reasonable chance of exposing gold ore of workable grade.

It is recommended that the applicant's request for Government assistance be favorably considered.



PLAN MAP
ANGLE LIBERTY MINE.
SCALE 1IN. = 50 FT.

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
11/7	Holt	500
	Gurnard	500
11/7	Talbot	800
	On leave	130
11/7	Johnson	110
11-7	Fennell	100
11-8	gad	220
		500

NOV 7 1961

Memorandum

To: Acting Field Officer, Region II

From: ACTING Chief, Division of Field Operations

Subject: OME-6187 (Gold)
Stanley E. and Nettie Maud Brainerd
Angle Liberty Mine
Sierra County, California

The captioned application is referred to Region II for review, a field examination (as recommended in your memorandum of October 25, 1961), and recommendations. Enclosed is a copy of the application prepared here from the Applicant's hand-written narrative, for the use of the Field Officer, as we noted from your same memorandum that the Applicant submitted only the one copy which you forwarded.

The Applicant proposes to drive 350 feet of drifts, crosscuts and raises, but does not specify how much of each, nor does the sketch of mine workings (also enclosed) indicate anything about the direction and extent of proposed exploration except by a star marked as showing the start of new work, nor any specific target of such work.

Also, the question of how the Applicant's share of cost of the exploration is to be financed is rather vague, except by the expected receipt of a $3,000 payment on a real estate transaction. These points should be clarified.

W. R. Griswold (gla)

Enclosure

SPHolt/gla
11-7-61
cc to: Director's Reading File
Review Committee
Docket

43683

11/7 Holt 500
Brainerd 500
Talbot 800
On leave 130
11/7 Johnson 110
11-8 Fumich 100
11-8 Gad 220
500

NOV 7, 1961

Mr. Stanley E. Brainerd
Mrs. Nettie M. Brainerd
R. F. D. 1852
Loomis, California

Re: OME-6187 (Gold)
Stanley E. and Nettie Maud Brainerd
Angle Liberty Mine
Sierra County, California

Dear Mr. and Mrs. Brainerd:

The application for assistance in exploring the subject property has been reviewed by the Division of Minerals of the Office of Minerals Exploration and referred to Mr. Glenn G. Gentry, Acting Field Officer, OME, Region II, 113 Custom House, 555 Battery Street, San Francisco 11, California.

The Regional Office will notify you in case additional information concerning the application is needed.

Sincerely yours,

George Fumich, Jr.

Director

SPHolt/gla
11-7-61
cc to: Director's Reading File
Region II (2)
Docket

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
10/30/61	[illegible]	200
10/31	Holt	500

OCT 30 1961

Mr. Stanley E. Brainerd
Mrs. Nettie M. Brainerd
R. F. D. 1852
Loomis, California

Re: OME-6187

Dear Mr. and Mrs. Brainerd:

Your application for exploration assistance, dated September 6, 1961, submitted to our office at San Francisco, California, has been assigned Docket Number OME-6187.

Please identify all future correspondence relating to your application by this docket number.

Sincerely yours,

Allen S. Dakan, Chief
Division of Administrative
Management

Copy to: Region II

43683

MME FO[illegible]
REV. 2-5[illegible]

REFERENCE SLIP

OFFICE OF MINERALS EXPLORATION

TO:	DATE	INITIALS
1. 100	10-30	[illegible]
2. VOO		
3.		
4.		
5.		
FROM: VVO	10/30	gad

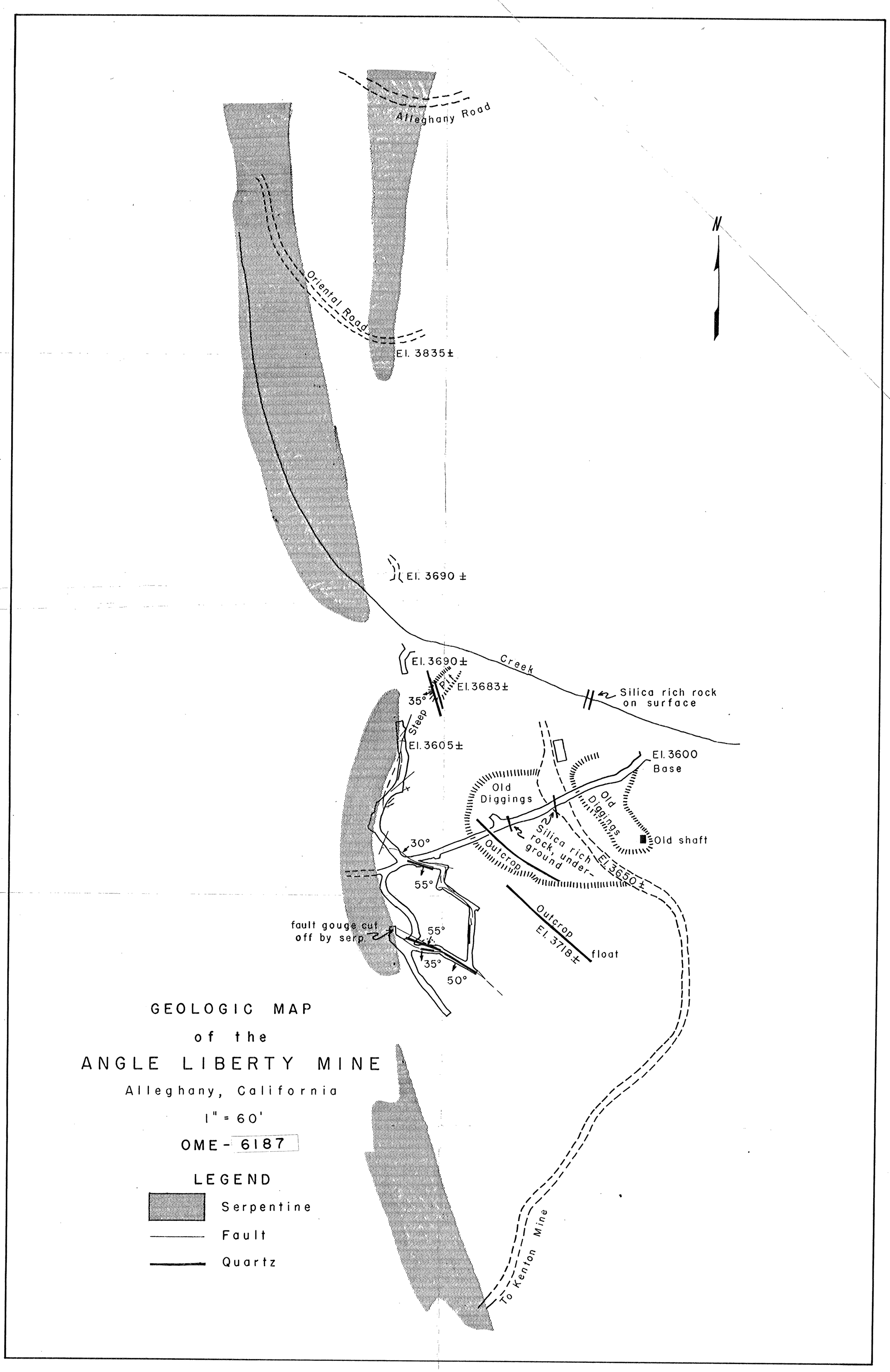
FOR: Check items for action desired

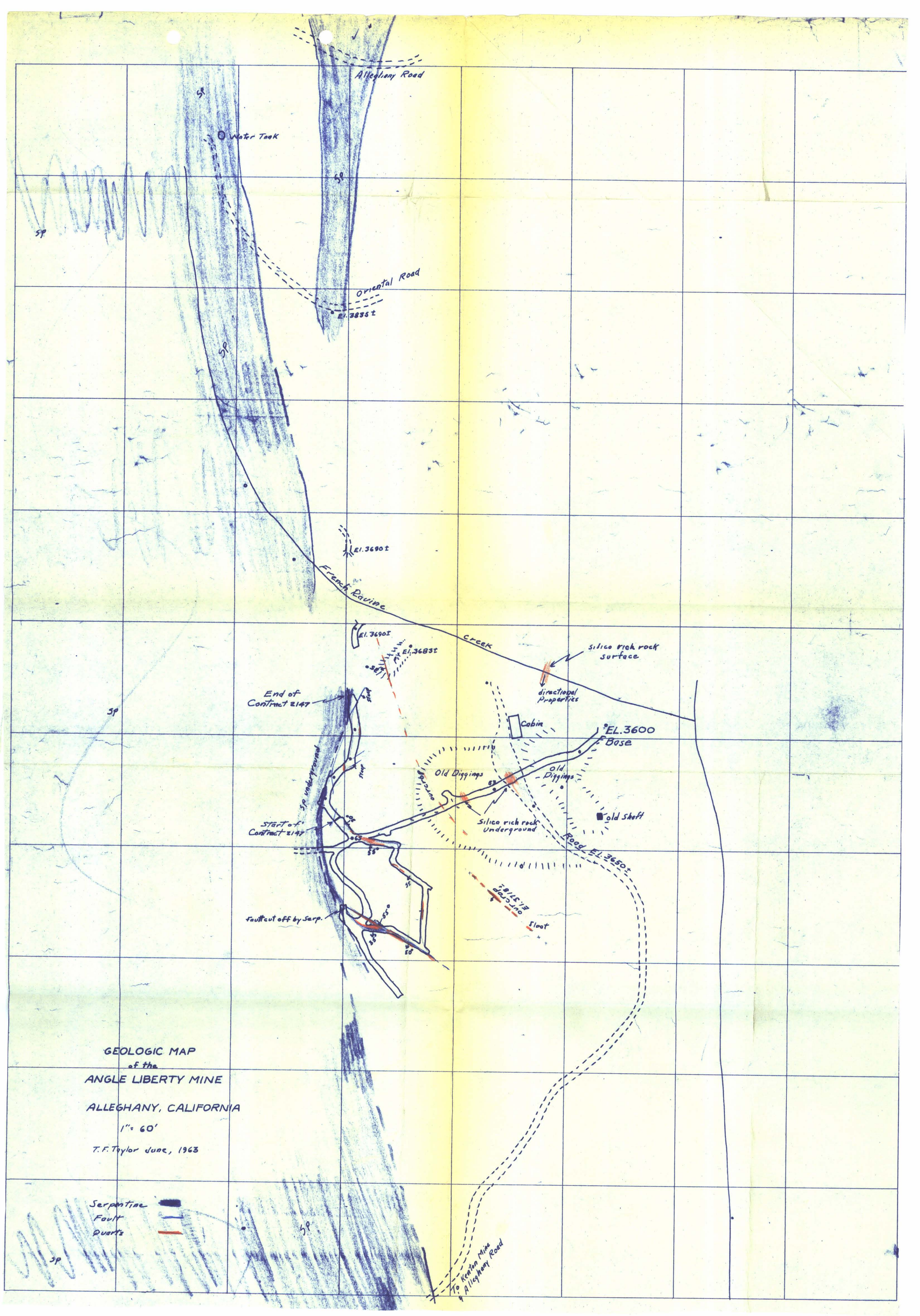
___ Action	___ Reply for signature of ___	___ Surname
___ Approval	___ Investigate	___ Signature
___ Comment	___ Recommendations	___ File
___ Conference	___ Rewrite	
___ Instructions	___ Your information	

REMARKS:

M50943

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


Alleghany Road
Oriental Road
El. 3835±
N
El. 3690 ±
El. 3690±
Pit
El. 3683±
Creek
Silica rich rock on surface
35°
Steep
El. 3605±
El. 3600
Base
Old Diggings
Old Diggings
Old shaft
Silica rich rock, under-ground
Outcrop
El. 3650±
30°
55°
Outcrop
El. 3718±
float
fault gouge cut off by seep
55°
35°
50°
To Kenton Mine
GEOLOGIC MAP
of the
ANGLE LIBERTY MINE
Alleghany, California
1" = 60'
OME- 6187
LEGEND
Serpentine
Fault
Quartz


Allegheny Road
Water Tank
Oriental Road
El. 3835 t
El. 3690 t
French Ravine
Creek
El. 3690 t
El. 3683 t
Silica rich rock surface
directional Properties
End of Contract 2147
Cabin
EL. 3600 Base
Old Diggings
Old Diggings
Silica rich rock Underground
Old Shaft
Road El. 3650 t
Start of Contract 2147
Fault cut off by Serp.
Sloot
To Kenton Mine & Allegheny Road
GEOLOGIC MAP
of the
ANGLE LIBERTY MINE
ALLEGHANY, CALIFORNIA
1" = 60'
T. F. Taylor June, 1963
Serpentine
Fault
Quartz