DMEA (5) (1 retained by Reg I)

RECEIVED JUL 25 1955

(For file purposes only. Since this is a denial we won't request new form consents. Eck.)

MF-203
(Revised July 1, 1954)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of IDAHO, County of BLAINE, described as follows:1/

Three (3) patented lode mining claims and two (2) patented millsites as follows: Donovan Lode and Millsite, Lots 40 A&B, Patent No. 564 A&B; Donovan No. 3. Lode, Lot No. 42, Patent No. 566; and Rustler Lode and Millsite, Lots 41A&B, Patent No. 565 A&B; in Section 8, T.1N., R.17E., of the Boise Meridian, Mineral Hill Mining District.

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ Rustler Mining Company
835 East Third Street
Casper, Wyoming

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract or any amendment thereof shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract or any amendment thereof there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

(OVER)

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

4. Changes and added provisions In paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for "ten years have."

Dated this 28th day of March, 1955.

Katie Y. Jones [Seal]

[Seal]

[Seal]

Note: Please give below the addresses of signers of this form.

Katie Y. Jones
Hailey, Idaho

or

Katie Y. Jones
7531 McKinley St.
San Bernardino, California

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That I, BERTHA R. SCOVEL, a resident of Tuscon, Arizona, and part owner of the Junction patented lode mining claim situate in Blaine County, Idaho, do hereby appoint H. R. McCLURE as my agent for the purpose of executing Owner's Consent to Lien, pertaining to the said Junction Mining Claim situate in Blaine County, Idaho, which said Consent to Lien is oneof the necessary steps required in the application of the Rustler Mining Company, a Wyoming Corporation authorized to do business in the State of Idaho, in its application with the Defense Minerals Exploration Authority of the U.S. Government for the purpose of securing a loan to the said Rustler Mining Company, which loan is to be used for exploration and development on the said claim and other adjoining mining claims, hereby ratifying and confirming all such consents to liens so signed by the said H. R. McClure during the month of March, 1955.

Bertha R. Scovel

STATE OF ARIZONA,)
) SS.
County of Pima .)

On this 30 day of March, 1955, before me, the undersigned, a Notary Public in and for said State, personally appeared BERTHA R. SCOVEL, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

M. A. Betz
Notary Public for Arizona.
Residing at: Pima County
Tucson

My Commission Expires Aug. 14, 1957

RECEIVED
JUL 2 5 1955

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JUL 25 1955

MF-203
(Revised July 1, 1954)

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Katie Y Jones [Seal]

[Seal]

[Seal]

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Katie Y. Jones
Hailey, Idaho

or

Katie Y. Jones
7531 McKinley St.
San Bernardino, California

POWER OF ATTORNEY

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Bertha R Scovel

STATE OF ARIZONA,)
County of Pima .) SS.

On this 30 day of March, 1955, before me, the undersigned, a Notary Public in and for said State, personally appeared BERTHA R. SCOVEL, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

M. A. Betz
Notary Public for Arizona.
Residing at: Pima County
Tucson

My Commission Expires Aug. 16, 1957

MF-203
(Revised July 1, 1954)

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Dated this 28th day of March, 195~~5~~.

Katie Y. Jones [Seal]

[Seal]

[Seal]

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Bertha R. Scovel

STATE OF ARIZONA,
County of Pima .) SS.

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M. A. Bety
Notary Public for Arizona.
Residing at: Pima County
Tucson

My Commission Expires Aug. 16, 1958

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M. A. Betz
Notary Public for Arizona.
Residing at: Pima County
Tucson

My Commission Expires Aug. 14, 1956

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Dated this _____ day of _____, 195___.

Katie Y. Jones [Seal]

_____ [Seal]

_____ [Seal]

Note: Please give below the addresses of signers of this form.

Katie Y. Jones
Hailey, Idaho

or

Katie Y. Jones
7531 McKinley St.
San Bernardino, California

POWER OF ATTORNEY

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County of Pima .) SS.

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M. A. Betz
Notary Public for Arizona.
Residing at: Pima County
Tucson

My Commission Expires Aug. 14, 1958

DMEA(5)
(1 returned by Reg I)

(For file purposes only. Since this is a dismal, we won't request new-form consents.) Ernie.

RECEIVED
JUL 25 1955

MF-203
(Revised July 1, 1954)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of IDAHO, County of BLAINE, described as follows:1/ One (1) patented lode claim, The Junction Lode, Lot No. 45, Patent No. 892, and thirteen (13) unpatented mining claims as follows: Treasure Vault, Treasure King, Treasure Basin, Treasure Belle, Treasure Prince, Treasure Valley, Treasure Door, Treasure Mountain, Mineral Mountain, Gertrude A., Silver Vale, Shinola Placer, Pico Fraction, located in Sections 7 & 8, T. 1 N., R. 17 E.B.M., Mineral Hill Mining District

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Dated this 31st day of March, 1955.

H.R. McClure [Seal]

Gertrude McClure [Seal]

Ralph McClure [Seal] By H.R. McClure Attny. in fact.

Shirley McClure (SEAL) By H.R. McClure Attny. in fact.

Bertha R. Scovel (SEAL) By H.R. McClure Attny. in fact.

Beulah B. Loewen (SEAL)

Note: Please give below the addresses of signers of this form.

Addresses as follows:
Harold McClure and Gertrude McClure,; Hailey, Idaho
Ralph McClure and Shirley McClure,: Grants Pass, Oregon
Bertha R. Scovel,: Route 1, Box 513, Tucson, Arizona
Mrs. Beulah Loewen, Reedley, California.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I, RALPH McCLURE and SHIRLEY McCLURE, RESIDENTS OF GRANTS PASS, OREGON, and part-owners of the following unpatented mining claims: Treasure Vault, Treasure King, Treasure Belle, Treasure Door, Treasure Prince, Treasure Mountain, Treasure Valley, Treasure Basin, Mineral Mountain, Shinola Placer, Silver Vale, Gertrude A. and Pico Fraction; situate in Blaine County, Idaho, do hereby appoint H. R. McCLURE as my agent for the purpose of executing Owner's Consent to Lien, pertaining to the above named mining claims, which said Consents to Lien are some of the necessary steps required in the application of the Rustler Mining Company, a Wyoming Corporation authorized to do business in the State of Idaho, in its application with the Defense Minerals Exploration Authority of the U.S. Governmentfor the purpose of securing a loan to the said Rustler Mining Company, which loan is to be used for exploration and development on the said claim and other adjoining mining claims, hereby ratifying and confirming all such consents to liens so signed by the said H. R. McClure during the mohth of March, 1955.

Ralph McClure

Shirley McClure

STATE OF OREGON,)
County of Josephine.) SS.

On this 26 day of March, 1955, before me, the undersigned, a Notary Public in and for said State, personally appeared RALPH McCLURE and SHIRLEY McCLURE, 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 official seal on the day and year in this certificate above written.

A E Carlson

Notary Public for Oregon.
Residing at:

NOTARY PUBLIC FOR OREGON
My Commission Expires Mar. 24, 1957

Ri
JUL 25

MF-203
(Revised July 1, 1954)

OWNER'S CONSENT TO LIEN

RECEIVED
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2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract or any amendment thereof there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

(OVER)

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

4. Changes and added provisions In paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for "ten years have."

Dated this 31st day of March, 1955.

H.R. McClure [Seal]

Gertrude McClure [Seal]

Ralph McClure [Seal] By H.R. McClure Attny. in fact.

Shirley McClure (SEAL) By H.R. McClure Attny in fact.

Bertha R. Scovel (SEAL) By H.R. McClure Attny in fact.

Beulah B. Loewen (SEAL)

Note: Please give below the addresses of signers of this form.

Addresses as follows:
Harold McClure and Gertrude McClure,: Hailey, Idaho
Ralph McClure and Shirley McClure,: Grants Pass, Oregon
Bertha R. Scovel,: Route 1, Box 513, Tucson, Arizona
Mrs. Beulah Loewen, Reedley, California.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I, RALPH McCLURE and SHIRLEY McCLURE, RESIDENTS OF GRANTS PASS, OREGON, and part-owners of the following unpatented mining claims: Treasure Vault, Treasure King, Treasure Belle, Treasure Door, Treasure Prince, Treasure Mountain, Treasure Valley, Treasure Basin, Mineral Mountain, Shinola Placer, Silver Vale, Gertrude A. and Pico Fraction; situate in Blaine County, Idaho, do hereby appoint H. R. McCLURE as my agent for the purpose of executing Owner's Consent to Lien, pertaining to the above named mining claims, which said Consents to Lien are some of the necessary steps required in the application of the Rustler Mining Company, a Wyoming Corporation authorized to do business in the State of Idaho, in its application with the Defense Minerals Exploration Authority of the U.S. Governmentfor the purpose of securing a loan to the said Rustler Mining Company, which loan is to be used for exploration and development on the said claim and other adjoining mining claims, hereby ratifying and confirming all such consents to liens so signed by the said H. R. McClure during the mohth of March, 1955.

Ralph McClure

Shirley McClure

STATE OF OREGON,)
County of Josephine.) SS.

On this 26 day of March, 1955, before me, the undersigned, a Notary Public in and for said State,personally appeared RALPH McCLURE and SHIRLEY McCLURE, 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 official seal on the day and year in this certificate above written.

A E Carlson

Notary Public for Oregon.
Residing at:

NOTARY PUBLIC FOR OREGON
My Commission Expires Mar. 24, 1957

RECEIVED
JUL 25 19

MF-203
(Revised July 1, 1954)

OWNER'S CONSENT TO LIEN

RECEIVED
JUL 25 1955

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of IDAHO County of BLAINE described as follows:1/ One (1) patented lode claim, The Junction Lode, Lot No. 45, Patent No. 892, and thirteen (13) unpatented mining claims as follows: Treasure Vault, Treasure King, Treasure Basin, Treasure Belle, Treasure Prince, Treasure Valley, Treasure Door, Treasure Mountain, Mineral Mountain, Gertrude A., Silver Vale, Shinola Placer, Pico Fraction, located in Sections 7 & 8, T. 1 N., R. 17 E.B.M., Mineral Hill Mining District

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ Rustler Mining Company
835 East Third Street,
Casper, Wyoming.

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract or any amendment thereof shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract or any amendment thereof there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

(OVER)

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

4. Changes and added provisions In paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for "ten years have."

Dated this 31st day of March, 1955.

H.R. McClure [Seal]

Gertrude McClure [Seal]

Ralph McClure [Seal] By H.R. McClure Attny in fact.

Shirley McClure (SEAL) By H.R. McClure Attny in fact.

Bertha R. Scovel (SEAL) By H.R. McClure Attny in fact.

Beulah B. Loewen (SEAL)

Note: Please give below the addresses of signers of this form.

Addresses as follows:
Harold McClure and Gertrude McClure,: Hailey, Idaho
Ralph McClure and Shirley McClure,: Grants Pass, Oregon
Bertha R. Scovel,: Route 1, Box 513, Tucson, Arizona
Mrs. Beulah Loewen, Reedley, California.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I, RALPH McCLURE and SHIRLEY McCLURE, RESIDENTS OF GRANTS PASS, OREGON, and part-owners of the following unpatented mining claims: Treasure Vault, Treasure King, Treasure Belle, Treasure Door, Treasure Prince, Treasure Mountain, Treasure Valley, Treasure Basin, Mineral Mountain, Shinola Placer, Silver Vale, Gertrude A. and Pico Fraction; situate in Blaine County, Idaho, do hereby appoint H. R. McCLURE as my agent for the purpose of executing Owner's Consent to Lien, pertaining to the above named mining claims, which said Consents to Lien are some of the necessary steps required in the application of the Rustler Mining Company, a Wyoming Corporation authorized to do business in the State of Idaho, in its application with the Defense Minerals Exploration Authority of the U.S. Government for the purpose of securing a loan to the said Rustler Mining Company, which loan is to be used for exploration and development on the said claim and other adjoining mining claims, hereby ratifying and confirming all such consents to liens so signed by the said H. R. McClure during the mohth of March, 1955.

Ralph McClure

Shirley McClure

STATE OF OREGON, }
County of Josephine. } SS.

On this 26 day of March, 1955, before me, the undersigned, a Notary Public in and for said State, personally appeared RALPH McCLURE and SHIRLEY McCLURE, 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 official seal on the day and year in this certificate above written.

A E Carter

Notary Public for Oregon.
Residing at:

NOTARY PUBLIC FOR OREGON
My Commission Expires Mar. 21, 1957

RECEIVED
JUL 25 1955

RECEIVED
JUL 25 1955

MF-203
(Revised July 1, 1954)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of [illegible], County of [illegible], described as follows:1/ One (1) patented lode claim, No Junction Lode, Lot No. 55, Patent No. 552, and Thirteen (13) unpatented mining claims as follows: Treasure Vault, Treasure King, Treasure Gem, Treasure Belle, Treasure Prince, Treasure Vale, Treasure Lode, Treasure Fountain, Imperial Fountain, Centennial A., Silver Vale, Shinola Placer, Pico Fraction, located in Sections 7, 8 & 9, T. 1 S., R. 17 E., M.D.B.&M., Imperial Hill Mining District

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ Quartier Mining Company
655 East Third Street,
Casper, Wyoming

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract or any amendment thereof shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract or any amendment thereof there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

(OVER)

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

4. Changes and added provisions In paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for "ten years have."

Dated this [illegible] day of [illegible], 195[illegible].

H.R. McClure [Seal]

Gertrude McClure [Seal]

Ralph McClure [Seal] By H.R. McClure atty in fact.

Shirley McClure [illegible] By H.R. McClure atty in fact.

Bertha R. Scovel [illegible] By H.R. McClure atty in fact.

Beulah B. Loewen [illegible]

Note: Please give below the addresses of signers of this form.

Addresses as follows:
Harold McClure and Gertrude McClure, [illegible], Idaho
Ralph McClure and Shirley McClure, [illegible] Grants Pass, Oregon
Bertha R. Scovel, [illegible] Box [illegible], Tucson, Arizona
Mrs. Beulah Loewen, [illegible], California.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I, RALPH McCLURE and SHIRLEY McCLURE, RESIDENTS OF GRANTS PASS, OREGON, and part-owners of the following unpatented mining claims: Treasure Vault, Treasure King, Treasure Belle, Treasure Door, Treasure Prince, Treasure Mountain, Treasure Valley, Treasure Basin, Mineral Mountain, Shinola Placer, Silver Vale, Gertrude A. and Pico Fraction; situate in Blaine County, Idaho, do hereby appoint H. R. McCLURE as my agent for the purpose of executing Owner's Consent to Lien, pertaining to the above named mining claims, which said Consents to Lien are some of the necessary steps required in the application of the Rustler Mining Company, a Wyoming Corporation authorized to do business in the State of Idaho, in its application with the Defense Minerals Exploration Authority of the U.S. Government for the purpose of securing a loan to the said Rustler Mining Company, which loan is to be used for exploration and development on the said claim and other adjoining mining claims, hereby ratifying and confirming all such consents to liens so signed by the said H. R. McClure during the mohth of March, 1955.

Ralph McClure

Shirley McClure

STATE OF OREGON, }
County of Josephine. } SS.

On this 26 day of March, 1955, before me, the undersigned, a Notary Public in and for said State, personally appeared RALPH McCLURE and SHIRLEY McCLURE, 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 official seal on the day and year in this certificate above written.

A E Carlson

Notary Public for Oregon.
Residing at:

NOTARY PUBLIC FOR OREGON
My Commission Expires Mar. 24, 1957

MF-203
(Revised July 1, 1954)

RECEIVED
JUL 25 1955

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of IDAHO, County of BLAINE, described as follows:1/ One (1) patented lode claim, The Junction Lode, Lot No. 65, Patent No. 692, and thirteen (13) unpatented mining claims as follows: Treasure Vault, Treasure King, Treasure Basin, Treasure Belle, Treasure Prince, Treasure Valley, Treasure Door, Treasure Fountain, Mineral Fountain, Gertrude A., Oliver Vale, Shinola Placer, Pico Fraction, located in Sections 7 & 8, T. 1 N., R. 17 E.B.M., Mineral Hill Mining District

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ Cuetler Mining Company
635 East Third Street,
Casper, Wyoming.

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract or any amendment thereof shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

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

(OVER)

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

4. Changes and added provisions In paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for "ten years have."

Dated this 21st day of March, 1958.

H.R. McClure [Seal]

Gertrude McClure [Seal]

Ralph McClure [Seal] By H.R. McClure Attny in fact.

Shirley McClure [Seal] By H.R. McClure attny in fact.

Bertha R. Scovel [Seal] By H.R. McClure attny in fact.

Beulah B. Loewen [Seal]

Note: Please give below the addresses of signers of this form.

Addresses as follows:
Harold McClure and Gertrude McClure,: Hailey, Idaho
Ralph McClure and Shirley McClure,: Grants Pass, Oregon
Bertha R. Scovel,: Route 1, Box 313, Tucson, Arizona
Mrs. Beulah Loewen, Hoolley, California.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I, RALPH McCLURE and SHIRLEY McCLURE, RESIDENTS OF GRANTS PASS, OREGON, and part-owners of the following unpatented mining claims: Treasure Vault, Treasure King, Treasure Belle, Treasure Door, Treasure Prince, Treasure Mountain, Treasure Valley, Treasure Basin, Mineral Mountain, Shinola Placer, Silver Vale, Gertrude A. and Pico Fraction; situate in Blaine County, Idaho, do hereby appoint H. R. McCLURE as my agent for the purpose of executing Owner's Consent to Lien, pertaining to the above named mining claims, which said Consents to Lien are some of the necessary steps required in the application of the Rustler Mining Company, a Wyoming Corporation authorized to do business in the State of Idaho, in its application with the Defense Minerals Exploration Authority of the U.S. Governmentfor the purpose of securing a loan to the said Rustler Mining Company, which loan is to be used for exploration and development on the said claim and other adjoining mining claims, hereby ratifying and confirming all such consents to liens so signed by the said H. R. McClure during the mohth of March, 1955.

Ralph McClure

Shirley McClure

STATE OF OREGON,)
County of Josephine.) SS.

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

A E Carlson

Notary Public for Oregon.
Residing at:

NOTARY PUBLIC FOR OREGON
My Commission Expires Mar. 24, 1957

RECEIVED
JUL 25 1955

12-28-55 gm

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

RECEIVED
DEC 27 1955

December 22, 1955

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

Re: Docket No. DMEA-3760 (Uranium-Lead) Denied
Rustler Mining Company
Rustler Mine
Blaine County, Idaho

Dear Mr. Selfridge:

I have had, since writing my letter of December 19, 1955, a phone call from Mr. James H. Bright of the Rustler Mining Company. Mr. Bright wishes to submit a revised application and wanted to know whether this is possible.

I told Mr. Bright that if additional work done by the Rustler Mining Company since their original application was denied had exposed more favorable showings, we would be glad to transmit a revised application for an exploration contract to the Operating Committee. I further told him that any revised application should present all of the new information. Mr. Bright stated that the company would submit a revised proposal based on its new findings and that this would be transmitted to us in January.

Sincerely yours,

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW Dist.

cc: USBM (2)
Nickelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~

So. 157 Howard Street
Spokane 4, Washington

RECEIVED
DEC 27 1955

December 22, 1955

Mr. James H. Bright
% Liberty Theater
Hailey, Idaho

Re: Docket No. DMEA-3760 (Uranium)
Rustler Mine
Blaine County, Idaho

Dear Mr. Bright:

In accordance with our telephone conversation this date, we are enclosing a set of forms MF-103, Application for Aid in an Exploration Project, together with two sets of forms MF-203, Consent to Lien, which are to be submitted in connection with a revised application.

We will need four copies of the Application form, together with four copies of any maps or sketches or assay certificates which you may have; if you do not own the property, we will also need six copies of the Consent to Lien form.

Sincerely yours,

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW Dist.

Enclosures

cc: DMEA (2)
USBM (2)
Nickelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
So. 157 Howard Street
Spokane 4, Washington

RECEIVED
DEC 27 1955

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Rustler Mine
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A. E. Weissenborn

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW Dist.

cc: USBM (2)
Nickelson

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

So. 157 Howard Street
Spokane 4, Washington

RECEIVED
DEC 27 1955

December 22, 1955

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Sincerely yours,

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW Dist.

Enclosures

cc: DMEA (2)
USBM (2)
Nickelson

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

So. 157 Howard Street
Spokane 4, Washington

December 19, 1955

Mr. James H. Bright
Consulting Geologist
Red Top Cabins
Ketchum, Idaho

Re: Docket No. DMEA-3760 (Uranium)
Rustler Mine
Blaine County, Idaho

Dear Mr. Bright:

Thank you for your letter of December 13, 1955. Your request to reopen Docket No. DMEA-3760 has been referred to our Washington office. You should hear from them in a very short time.

Sincerely yours,

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW Dist.

cc: DMEA(2)
USBM(2)
Nickelson

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

So. 157 Howard Street
Spokane 4, Washington

December 19, 1955

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

Re: Docket No. DMEA-3760 (Uranium)
Rustler Mine
Blaine County, Idaho

Dear Mr. Selfridge:

Enclosed is a letter dated December 13 from James H. Bright, Consulting Geologist, which is self-explanatory.

Sincerely yours,

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW Dist.

Enclosure 1 (in dup.)

cc: USBM(2)
Nickelson

C O P Y

JAMES H. BRIGHT
Consulting Geologist
Red Top Cabins
Ketchum, Idaho
Dec. 13, 1955

C O P Y

Mr. Verne C. Fryklund, Jr.
Defense Minerals Exploration Administration
Field Team, Region I, NW District
So. 157 Howard Street
Spokane 4, Washington

Dear Mr. Fryklund:

With regard to docket number DMEA 3760, Rustler Mine, Blaine County, Idaho, the management has instructed me to apply for a loan through your office.

Since the last application the inclined shaft has been deepened to 235 feet. A crosscut on the 220-foot level encountered the Hattie vein at about 60 feet from the shaft. A short drift to the west has exposed radioactive minerals.

What is the process required to re-open docket number 3760?

I want to thank you for your co-operation during my recent visit to your office.

Very truly yours,

/s/

James H. Bright

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

So. 157 Howard Street
Spokane 4, Washington

RECEIVED
DEC 28 1955

December 19, 1955

Mr. James H. Bright
Consulting Geologist
Red Top Cabins
Ketchum, Idaho

Re: Docket No. DMEA-3760 (Uranium)
Rustler Mine
Blaine County, Idaho

Dear Mr. Bright:

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Sincerely yours,

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW Dist.

cc: DMEA(2)
USBM(2)
Nickelson

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

So. 157 Howard Street
Spokane 4, Washington

RECEIVED
DEC 27 1955

December 19, 1955

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

Re: Docket No. DMEA-3760 (Uranium)
Rustler Mine
Blaine County, Idaho

Dear Mr. Selfridge:

Enclosed is a letter dated December 13 from James H. Bright, Consulting Geologist, which is self-explanatory.

Sincerely yours,

A. E. Weissenborn

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I, NW Dist.

Enclosure 1 (in dup.)

cc: USBM(2)
Nickelson

C O P Y

JAMES H. BRIGHT
Consulting Geologist
Red Top Cabins
Ketchum, Idaho
Dec. 13, 1955

C O P Y

Mr. Verne C. Fryklund, Jr.
Defense Minerals Exploration Administration
Field Team, Region I, NW District
So. 157 Howard Street
Spokane 4, Washington

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I want to thank you for your co-operation during my recent visit to your office.

Very truly yours,

/s/

James H. Bright

Surname Copy

Ellis (signed under protest) Selfridge.

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

AUG 17 1955

Mr. William Deacon, Secretary
Rustler Mining Company
835 E. 3rd Street
Casper, Wyoming

Re: Docket No. DMEA-3760 (Uranium-lead)
Rustler Mine
Blaine County, Idaho

Dear Mr. Deacon:

Your application for aid in an exploration project and other information available to us in Washington concerning your above-named property have been reviewed.

Projects approved by the Defense Minerals Exploration Administration must, in its judgment, show definite promise of yielding materials of acceptable grade in quantities that will significantly improve the mineral supply position for the National Defense Program.

Careful study of all our information, although noting a small amount of uranium-lead mineralization on your claims, indicates to us that the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied. Such denial, however, is made without prejudice. In the event further work on your part discloses new and more favorable evidence of ore deposition on the property, we shall be pleased to consider a new application.

We wish to thank you for your interest in the Defense Minerals Program and for bringing your property to our attention.

Sincerely yours,

C. O. Mittendorf

Administrator

EWEllis:gsa:ai
8-12-55 - 8-16-55
cc to: Admr. Reading File
Operating Committee
Docket
Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA
Code 700

DMEA Field Team,
Region I, Northwest District (2)

Surname copy

Ellis
Kiilsgaard
Geehan

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

Mr. William Deacon, Secretary
Rustler Mining Company
835 E. 3rd Street
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Careful study of all our information, although noting a small amount of uranium-lead mineralization on your property, indicates to us that the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

We wish to thank you for your interest in the Defense Minerals Program and for bringing your property to our attention.

Sincerely yours,

Administrator

EWEllis/gla
8-12-55

cc to: Admr.'s Reading File
Operating Committee
Docket
DMEA Field Team,
Region I, Northwest District (2)

Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JOHosted, Rm. 5224
Code 700
Mr. Murphy

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

WASHINGTON 25, D. C.

August 11, 1955

Summary of Proposed Project

Object: Denial of application for an exploration project.

Docket No.: DMEA-3760

Commodity: Uranium-lead

Applicant: Rustler Mining Company
Mr. William Deacon, Secretary
835 E. 3rd Street
Casper, Wyoming

Property: 52 lode mining claims (including 2 patented millsites) in Secs. 7 and 8, T.1 N., R. 17 E., B.M., Blaine County, Idaho, held under lease and option, agreement to purchase, and some claims by right of location.

Date of Application: March 22, 1955

Amount of Application: $91,810.85

Work Proposed: Deepening the existing 45° inclined shaft an additional 150 feet and driving 1,100 feet of crosscuts and drifts from a point 100 feet below the present 125-foot level.

Estimated Costs:

150 feet of shaft @ $60.00/ft.	$9,000.00
1,100 feet of drifts and X cuts @ $20.00/ft.	22,000.00
Labor, supervision, consultants	15,475.00
Operating materials and supplies	21,004.40
Operating equipment	17,572.00
Rehabilitation and Repairs	-
New Buildings, Imp. and Install.	3,000.00
Miscellaneous	3,759.45
Contingencies	
Total estimated cost of project	$91,810.85
Government participation @ 62½%	$57,381.78

Field Team in letter dated March 31, 1955, to Operating Committee notes in part -

"The Applicant proposes to explore for uranium; it should be pointed out that the property also contains lead, zinc, and silver, and was turned down in 1951 by the DMEA (Docket No. DMA-1935) on an application to explore for lead."

"An examination of the underground workings will be made in mid-April and an appraisal will follow soon thereafter."

Note: "The Washington office did not formally request a field examination."

Field Team Report of Examination: July 20, 1955 (excerpts).

Description of the Property

The surface facilities consist of a headframe and a small shed to house the hoist.

The underground workings consist of the Brooks level, 282 feet long, a caved shaft; a new 130 foot, 45° inclined shaft, and approximately 160 feet of crosscut and drift from the 125 level of this shaft.

Geology

The deposits in the Hailey gold belt area (includes subject claims) occur as fracture fillings along reverse faults in the quartz monzonite country rock which is part of the Idaho batholith. The fissure-filling type veins possess lengths of 300-1,000 feet and widths up to 15 feet.

On the subject property several steep-dipping hanging wall vein structures exposed by bulldozer trenches showed appreciable radioactivity. Previous production from these structures is believed to be less than 200 tons.

In the drift off the inclined shaft a flat lens of ore 30 feet along its strike, 25 feet along its dip, and 6 to 8 feet thick has been exposed. Samples taken from a 2 foot hanging wall zone of this lens range from 3.44 to 1.62 percent U_3O_8.

The Applicant proposes to search for other lenses along the vein or in the hanging wall of the vein, as it is believed the lens found in the recent exploration will not continue downward.

The Field Examiners believe that the chance of finding other small lenses at the depth proposed by the applicant are questionable. Also, that the exploration proposed would be too expensive because the work would consist of deepening an inclined shaft and crosscutting and drifting in heavy and squeezing ground in the vein structure.

Field Team's Recommendation (excerpts)

Although some uranium has been found associated with the base-metal lenses, and a few interesting samples have been cut, the uranium content is insufficient to justify the search for more of these small and scattered lenses. Because of the heavy ground this search would be difficult and expensive. There is consequently no basis for reconsideration of the previous decision (Docket DMA-1935) of the Operating Committee.

Possibly further investigation of the Camas, Tip Top, and other veins on or near the property would be worthwhile, but until more work is done a DMEA contract does not appear to be justified.

Commodity Committee Members' Comments

Bureau of Mines, John E. Crawford, July 29, 1955:

Messrs. Hosted (AEC representative) and Crawford concur with the Field Team's recommendation of denial.

Geological Survey, N. E. Nelson, August 9, 1955:

Mr. Nelson mentions the fact that a fault-vein zone about 28 feet wide was cut 60 feet from the 45° Deacon-Hartnett shaft on the 120 foot level and further states that : "This zone showed radioactivity and near the hanging wall of the zone a 2-foot streak of radioactive massive galena ore was cut. Drifting in the zone suggests the lens of galena is not over twenty feet long and probably of limited dip length as noted by the examiner."

He believes the conclusion reached by the field examiner and the recommendation of the Field Team "are most fitting." However, he suggests a less ambitous program might be justified.

Rare and Miscellaneous Metals Division, F. M. Murphy, August 11, 1955

A review of the data submitted by the Field Team indicates that the cost of the proposed work to explore the vein zone is high in comparison to the value of possible ore that might be found.

Therefore this Division concurs with the Field Team's recommendation that this new application be denied. We also concur with its recommendation that if future work by the Operator discloses better possibilities of ore concentration in the Camas, Tip Top, and other veins, a new application might be considered.

Ernest Wm Ellis

Ernest Wm. Ellis, Chief
Rare and Miscellaneous
Metals Division

8/10/55 gla

IN REPLY REFER TO:

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

August 9, 1955

RECEIVED
AUG 10 1955

Re: DMEA 3760
Rustler Mining Co.
Rustler Mine
Blaine Co., Idaho
$91,810.85 - Uranium-lead

Memorandum

To: E. W. Ellis, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of Field Team Report.

DMEA 1935 (lead - 1951) had to do with the Rustler property. At the time the radioactive material had not been recognized and the application was denied.

Subsequently the 45° Deacon-Hartnett shaft was sunk 127 feet and a crosscut run to the vein at the 120-foot (on the incline) level. A fault-vein zone about 28 feet wide was cut at 60 feet from the shaft. This zone showed radioactivity and near the hanging wall of the zone a 2-foot streak of radioactive massive galena ore was cut. Drifting in the zone suggests the lens of galena is not over twenty feet long and probably of limited dip length as noted by the examiner.

The applicant considers the bottom of the radioactive zone undetermined and has applied for assistance in further shaft sinking, 150 feet, and crosscutting and drifting (1,100 feet), operating equipment, buildings, etc.

The unexpected discovery of radioactive galena ore in this vein lends interest to the application. Galena in a lamprophyre dike was found in the Camas vein between the 300 and 200 levels. The Camas mine, a past gold producer, is to the southwest of the Rustler. The ore forms a body 15 to 18 feet long made up of smaller lenses or bunches of galena 3 to 4 feet long. Probably that ore was not tested for radioactivity, but the Field Team report says, "Dwight L. Schmidt, geologist, Geological Survey, who was examining uranium occurrences in this area during the summer of 1954, found considerable radioactivity in the Camas structure" and "During the examination several steep-dipping hanging-wall structures exposed by bulldozer trenches in the vicinity of the Oriental mine showed appreciable radioactivity." The Oriental mine is to the east of the Rustler.

As for this application the conclusion of the examiner and the recommendation of the Field Team are most fitting, but further work is warranted, perhaps a less ambitious program under a DMEA contract is justified.

I concur with the recommendation of denial of the Field Team of this application.

N. E. Nelson

N. E. Nelson

IN REPLY REFER TO:

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

RECEIVED
AUG 10 1955

August 9, 1955

Re: DMEA 3760
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Subsequently the 45° Deacon-Hartnett shaft was sunk 127 feet and a crosscut run to the vein at the 120-foot (on the incline) level. A fault-vein zone about 26 feet wide was cut at 60 feet from the shaft. This zone showed radioactivity and near the hanging wall of the zone a 2-foot streak of radioactive massive galena ore was cut. Drifting in the zone suggests the lenses of galena is not over twenty feet long and probably of limited dip length as noted by the examiner.

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As for this application the conclusion of the examiner and the recommendation of the Field Team are most fitting, but further work is warranted, perhaps a less ambitious program under a DMEA contract is justified.

I concur with the recommendation of denial of the Field Team of this application.

N. E. Nelson

N. E. Nelson

NENelson:iml
G-8/9/55

cc: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
J. E. Crawford, 3641
J. O. Hosted, 3210

IN REPLY REFER TO:

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

RECEIVED
AUG 10 1955

August 9, 1955

Re: DMEA 3760
Rustler Mining Co.
Rustler Mine
Blaine Co., Idaho
$91,810.85 - Uranium-lead

Memorandum

To: E. W. Ellis, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of Field Team Report.

DMEA 1935 (lead - 1951) had to do with the Rustler property. At the time the radioactive material had not been recognized and the application was denied.

Subsequently the 45° Duncan-Hartnett shaft was sunk 127 feet and a crosscut run to the vein at the 180-foot (on the incline) level. A fault-vein zone about 28 feet wide was cut at 60 feet from the shaft. This zone showed radioactivity and near the hanging wall of the zone a 2-foot streak of radioactive massive galena ore was cut. Drifting in the zone suggests the lenses of galena is not over twenty feet long and probably of limited dip length as noted by the examiner.

The applicant considers the bottom of the radioactive zone undetermined and has applied for assistance in further shaft sinking, 150 feet, and crosscutting and drifting (1,100 feet), operating equipment, buildings, etc.

The unexpected discovery of radioactive galena ore in this vein lends interest to the application. Galena in a lamprophyre dike was found in the Camas vein between the 300 and 200 levels. The Camas mine, a past gold producer, is to the southwest of the Rustler. The ore forms a body 15 to 18 feet long made up of smaller lenses or bunches of galena 3 to 4 feet long. Probably that ore was not tested for radioactivity, but the Field Team report says, "Dwight L. Schmidt, geologist, Geological Survey, who was examining uranium occurrences in this area during the summer of 1954, found considerable radioactivity in the Camas structure" and "During the examination several steep-dipping hanging-wall structures exposed by bulldozer trenches in the vicinity of the Oriental mine showed appreciable radioactivity." The Oriental mine is to the east of the Rustler.

As for this application the conclusion of the examiner and the recommendation of the Field Team are most fitting, but further work is warranted, perhaps a less ambitious program under a DMEA contract is justified.

I concur with the recommendation of denial of the Field Team of this application.

N. E. Nelson

N. E. Nelson

NENelson:iml
G-8/9/55

cc: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
J. E. Crawford, 3641
J. O. Hosted, 3210

IN REPLY REFER TO:

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

RECEIVED
AUG 10 1955

August 9, 1955

Re: DMEA 3760
Rustler Mining Co.
Rustler Mine
Blaine Co., Idaho
$91,810.65 - Uranium-lead

Memorandum

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From: N. E. Nelson, U. S. Geological Survey

Subject: Review of Field Team Report.

DMEA 1935 (lead - 1951) had to do with the Rustler property. At the time the radioactive material had not been recognized and the application was denied.

Subsequently the 45° Dawson-Hartnett shaft was sunk 187 feet and a crosscut run to the vein at the 150-foot (on the incline) level. A fault-vein zone about 26 feet wide was cut at 60 feet from the shaft. This zone showed radioactivity and near the hanging wall of the zone a 2-foot streak of radioactive massive galena ore was cut. Drifting in the zone suggests the lenses of galena is not over twenty feet long and probably of limited dip length as noted by the examiner.

The applicant considers the bottom of the radioactive zone undetermined and has applied for assistance in further shaft sinking, 150 feet, and crosscutting and drifting (1,100 feet), operating equipment, buildings, etc.

The unexpected discovery of radioactive galena ore in this vein lends interest to the application. Galena in a lamprophyre dike was found in the Camas vein between the 300 and 500 levels. The Camas mine, a past gold producer, is to the southwest of the Rustler. The ore forms a body 15 to 18 feet long made up of smaller lenses or bunches of galena 3 to 4 feet long. Probably that ore was not tested for radioactivity, but the Field Team report says, "Dwight L. Schmidt, geologist, Geological Survey, who was examining uranium occurrences in this area during the summer of 1954, found considerable radioactivity in the Camas structure" and "During the examination several steep-dipping hanging-wall structures exposed by bulldozer trenches in the vicinity of the Oriental mine showed appreciable radioactivity." The Oriental mine is to the east of the Rustler.

As for this application the conclusion of the examiner and the recommendation of the Field Team are most fitting, but further work is warranted, perhaps a less ambitious program under a DMRA contract is justified.

I concur with the recommendation of denial of the Field Team of this application.

N. E. Nelson

N. E. Nelson

NENelson:iml
G-8/9/55

cc: Director's reading, 4212
Branch reading, 4212
DMRA (3)
Docket file
J. E. Crawford, 3641
J. O. Hosted, 3210

Surname 700

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

AUG - 3 1955

Mr. Franc A. Barada
8032 Forsythe
St. Louis 5, Missouri

Re: Docket No. DMEA-3760 (Uranium) (void)
Rustler Mining Company
Blaine County, Idaho

Dear Mr. Barada:

This is to acknowledge your letter dated July 29, requesting information on the status of the above-docketed application.

We regret to inform you that, under the regulations of this Agency, we are not permitted to inform third parties of any action we may take in regard to applications for assistance in exploration projects.

However, the Department of Interior, Information Service, does publish a list of exploration contracts granted during the preceding quarter-year. We are enclosing a copy of the latest press release, dated July 28, 1955, pertinent to this Agency.

Sincerely yours,

SIGNED

Ernest Wm. Ellis, Chief
Rare and Miscellaneous
Metals Division

Enclosure

FMMurphy:am
8-2-55
cc to: Admr. Reading File
Docket
Messrs. J. E. Crawford, Rm. 3641
T. H. Kiilsgaard, Rm. 5222
J. O. Hosted, Rm. 3210, GSA
Code 700
Mr. Murphy
DMEA Field Team, Region I NW Dist. (2)

R.L.S.

FRITZSCHE BROTHERS, INC.
ESSENTIAL OILS & CHEMICAL PREPARATIONS
PORT AUTHORITY BUILDING
76 NINTH AVENUE AT 15TH STREET
NEW YORK 11, N.Y.
P.O.Box 9 · Old Chelsea Station

Address all Communications to the Company

Cable Address FRITZBRO NEW YORK
Telephone WATKINS 9-4100

ST. LOUIS OFFICE
8032 FORSYTHE BLVD.
TELEPHONE VOLUNTEER 3-3520

July 29, 1955

DMEA-3760

Defense Minerals Exploration Administration
Department of the Interior
Washington 25, D.C.

Gentlemen:

I am addressing you at the suggestion of Mr. Chas. W. Tully, Division of Raw Materials, United States Atomic Energy Commission, Washington, D.C. regarding my inquiry concerning an application filed by Rustler Mining Co., Casper, Wyoming, with Defense Minerals Exploration Administration for funds to continue further exploration of a mineral deposit located near Hailey, Idaho. Mr. Tully states that they have contacted DMEA and "have been advised that the application --is presently under consideration".

Since I am a prospective stockholder, it is of course of vital interest to me as to whether or not such application warrants your interest beyond "consideration" and if your investigation is being made now, or if it has been concluded favorably, or unfavorably. Also, the "mineral deposit",mentioned in my letter from Mr. Tully, has been indicated to me as being of high uranium content, by the representatives of Rustler.

I would be most grateful for any information you can give me, and to facilitate my thinking, I am enclosing a self-addressed Air Mail envelope for your reply.

Appreciatively,

Franc A. Barada
8032 Forsythe
St. Louis 5 Missouri

8/1/55 gla

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

RECEIVED
AUG - 1 1955

July 29, 1955

Memorandum

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee, Room 4445

From: John E. Crawford, Bureau of Mines Member
Uranium Commodity Committee

Subject: Report of Examination, DMEA Docket 3760, Rustler Mining Company, Rustler Mine, Blaine County, Idaho

I have reviewed the Field Team report of examination, Rustler Mining Company, DMEA Docket 3760; and I have discussed it with Joseph O. Hosted, Washington representative of the Atomic Energy Commission.

We concur with the recommendation of the Field Team that the application be denied.

The report is being forwarded to the Chief, Division of Minerals, in accordance with the routing slip attached thereto.

John E Crawford
John E. Crawford

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

RECEIVED
[illegible] 1955

July 29, 1955

Memorandum

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee, Room 4445

From: John E. Crawford, Bureau of Mines Member
Uranium Commodity Committee

Subject: Report of Examination, DMEA Docket 3760, Rustler Mining Company, Rustler Mine, Blaine County, Idaho

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John E. Crawford

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

RECEIVED
- 1955

July 29, 1955

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Uranium Commodity Committee, Room 4445

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John E. Crawford

8/1/55 rgh

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
JUL 25 1955

July 20, 1955

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

Re: Docket No. DMEA-3760 (uranium-lead)
Rustler Mining Company
Rustler Mine
Blaine County, Idaho

Dear Mr. Selfridge:

Enclosed are four copies of a memorandum by H. B. Nickelson, Geological Survey, on the examination of the Rustler Mining Company property in connection with their application for exploration assistance.

The property previously was weakly recommended by the Field Team for a lead-zinc exploration (Docket DMEA-1935), but the application was denied. Although some uranium has been found associated with the base-metal lenses, and a few interesting samples have been cut, the uranium content is insufficient to justify the search for more of these small and scattered lenses. Because of the heavy ground this search would be difficult and expensive. There is consequently no basis for reconsideration of the previous decision of the Operating Committee.

Also enclosed are four copies of a letter dated July 1, 1955, from George W. Walker, Geological Survey, Denver, who examined the property independently as part of his study of uranium-bearing veins. His conclusions are essentially in accord with those of Nickelson. Ernest E. Thurlow, in his letter of July 8, 1955, (four copies of which are enclosed) concurs with the denial of the application as submitted.

Possibly further investigation of the Camas, Tip Top, and other veins on or near the property would be worthwhile, but until more work is done a DMEA contract does not appear to be justified. Therefore, we agree with Mr. Nickelson and recommend that the new application be denied.

Enclosed also for the files are the following:

(1) two sets (5 to a set) of consents to lien (on the old form, revised July 1, 1954) executed by or for the different owners, together with copies of a Power of Attorney;

Reviewed by
DMEA OPERATING COMMITTEE
7-29-55

(2) three copies of a geologic map submitted by the applicant;

(3) three copies each of assays by Black and Deacon of Salt Lake, and Smith of Moab, sent in by Bill Brooks of Hailey, Idaho, at our request through Warren R. Wagner of Boise, geologist for the company;

(4) three copies of a letter from Wagner dated May 28, 1955.

By Field Team, Reg. I, NW District

A. E. Weissenborn Jr.
A. E. Weissenborn, Exec. Officer
U. S. Geological Survey

Thomas E. Howard
Thomas E. Howard
For Wing G. Agnew, Member
U. S. Bureau of Mines

Enclosures as indicated

cc: USBM (2)
USGS (SRO)
Nickelson
AEC, Salt Lake

UNITED STATES
Department of the Interior
Defense Minerals Exploration Administration
Washington 25, D. C.

RECEIVED
JUL 25 1955

July 6, 1955

Memorandum

To: DMEA Field Team, Region I, Northwest District

From: Howard B. Nickelson, geologist, U. S. Geological Survey

Subject: Docket No. DMEA-3760 (uranium-lead), Application examination report, Rustler Mining Company, Rustler mine, Camas mining district, Blaine County, Idaho

INTRODUCTION

On March 22, 1955, Mr. William T. Deacon, secretary of the Rustler Mining Company, submitted to this office an application to explore for uranium on the Rustler property. The exploration applied for consists of deepening the existing 45° inclined shaft an additional 150 feet and driving 1,100 feet of crosscut and drift from a point 100 feet below the present level, off the proposed shaft. Other supporting work applied for will consist of 1½ miles of access road, half a mile of power line, a compressor house, timber-framing shed, and hoist house.

Warren Wagner, consulting geologist for the company, and William Brooks, mine foreman and stockholder in the company, accompanied the examiner during the field examination on April 21, 1955. The underground workings of the new inclined shaft were mapped, surface exposures were examined, and three samples were obtained.

After the field examination, the applicant was requested to furnish a geologic map of the surface in the vicinity of the prospect and to obtain additional ground north of the prospect. The additional claim was staked, and the surface geologic map and a vertical section through the outcrop of the vein were submitted to this office on June 2, 1955.

Reviewed by
DMEA OPERATING COMMITTEE
7-29-55

SUMMARY

William Brooks applied for DMA exploration assistance (Docket DMA-1935) for lead, and this application was denied in Washington, although the Field Team had hesitantly recommended a limited amount of exploration. The application was denied because geologic evidence suggested that the ore lenses were too small to develop a significant tonnage to increase the supply of strategic and critical minerals.

Since the above application was submitted, uraninite or sooty pitchblende has been discovered in sulfide ore. The uranium is associated with small lenses of galena, silver, and gold ore, as fissure fillings along fractures in the hanging wall and within the Rustler vein structure. The Rustler vein is a major structure that can be traced for approximately 4,000 feet along the surface. It is generally barren except for large lenses of quartz with minor sulfide minerals, and small iron-stained quartz lenses.

During 1954 the present applicant sank an inclined shaft 130 feet and drove 160 feet of crosscut and drift. This work exposed a flat lens of ore approximately 30 feet along its strike, 25 feet along its dip, and 6 to 8 feet thick; a 2-foot zone of this lens on the hanging wall contains galena, silver, and uranium ore. Samples taken during exploration by the applicant from this high-grade zone ranged from 3.44 percent to 1.62 percent U_3O_8. Other samples taken during the examination are lower grade. It is believed carefully hand-picked ore may average 0.75 percent to 1 percent U_3O_8 and produce a lead and silver ore that can be shipped or milled, depending upon its grade.

The applicant proposes to search for other lenses along the vein or in the hanging wall of the vein, as it is believed the lens found in the recent exploration will not continue downward. It is believed, however, that the chances of finding other small lenses at the depth proposed by the applicant's exploration are questionable. The exploration proposed is expensive because the work consists of deepening an inclined shaft and crosscutting and drifting in heavy and squeezing ground in the vein structure.

RECOMMENDATION

It is recommended that the application for exploration assistance be denied because the ore lenses found are small and geologic evidence does not suggest the existence of other lenses that could be found by the proposed exploration.

LOCATION AND ACCESSIBILITY

The property is 11 miles west of Hailey in secs. 7 and 8, T. 1 N., R. 17 E., Camas mining district, Blaine County, Idaho. It can be reached by traveling 9 miles west from Hailey on a good graded dirt road and then turning northwest on a 2-mile access road to the mine.

The winters in this area are usually quite severe with considerable snow, but the summers are mild and cool. Snow removal is usually necessary from December until April.

COMPETENCY OF THE APPLICANT

The applicant is considered competent to perform the work proposed in the application.

PROPERTY RIGHTS

The applicant owns or has control of three groups of claims consisting of about 52 contiguous claims which are listed and shown on the attached maps. Group I is held by Mine Lease and Option Agreement with Katie Y. Jones, Hailey, Idaho. Group II is held by Contract and Agreement to Purchase from Harold McClure and Gertrude McClure; Ralph McClure and Shirley McClure; and Bertha R. Scovel. Group III is held by right of location.

DESCRIPTION OF THE PROPERTY

The surface facilities at the property consist of a headframe and a small shed to house the hoist.

The underground workings consist of the Brooks level, approximately 282 feet long (map enclosed with the application); a caved shaft of undetermined depth; a new 130-foot, 45° inclined shaft; and approximately 160 feet of crosscut and drift from the 125-foot level in the shaft. Stoping and raising is being done off this new work at the present time. The applicant's underground geologic map is enclosed, and the examiner's underground geologic map and section illustrate this new work.

GEOLOGY

The Gold Belt district in the Hailey area in which the property is located is described by A. L. Anderson and W. R. Wagner in Idaho State Bureau of Mines and Geology Pamphlet No. 76, A geologic reconnaissance of the Hailey gold belt (Camas district), Blaine County, Idaho.

During the period from 1863 to 1907, gold and silver were mined from quartz veins containing minor amounts of sulfide; thereafter, only sporadic attempts were made to reopen some of the mines.

The deposits in the Bailey gold belt occur as fracture fillings along reverse faults in the quartz monzonite country rock which is part of the Idaho batholith. Other rocks in the vicinity consist of a few scattered aplite dikes, small pegmatites, and remnants of basalt that covered the eroded quartz monzonite surface.

Three important vein systems, as shown on the map enclosed with the Cowan structure, the Tip Top structure, and the Battle or Rustler structure, exist in an area about 2 miles wide and 3 miles long.

The fissure-filling type veins occur in moderately low-angle reverse faults of west-northwest trend and northeast dip that possess lengths of 300 to 1,000 feet and widths up to 15 feet. The veins are largely composed of early barren coarsely granular quartz to which has been added a younger coarse comb quartz which contains the gold and sulfide minerals. The other minerals found in the veins are pyrite, chalcopyrite, galena, sphalerite, siderite, and uraninite.

Anderson and Wagner (Idaho Bureau of Mines and Geology Pamphlet 76, p. 11) describe the minerals in the district as follows:

> "In most of the gold-quartz veins the sulfides comprise less than 2 percent of the filling and consist chiefly of pyrite or of pyrite and lesser amounts of chalcopyrite, sphalerite, and galena. Some molybdenite has been found in veins in one part of the district, and tetrahedrite, in veins in another. Several veins also contain minor quantities of siderite.
>
> "The sulfides are generally confined to scattered grains and crystals which are distributed irregularly and sporadically through the quartz filling. In most veins pyrite is the only sulfide readily distinguished; small grains of chalcopyrite appear infrequently, sphalerite and galena are more widely and abundantly distributed, particularly in the eastern part of the district. In the two veins in which it has been found, the molybdenite forms widely scattered grains and veinlets in quartz, here and there accompanied by chalcopyrite. Tetrahedrite occurs sparsely as small grains with galena in some of the narrow veins in the eastern part of the district.

"In only a few places have the sulfides been found in appreciable quantity, mostly as irregular bunches and small masses composed largely of galena and lesser chalcopyrite and sphalerite. Ore of this kind occurs at the Black Cinder, in part as impregnations of the country rock. In some of the veins in the eastern part of the district the galena forms fairly closely spaced grains of relatively large size. Lenses and pods composed of massive galena with subordinate sphalerite and measuring some feet in length have been found as impregnations of a lamprophyric dike at the Camas No. 2 mine. This ore is different and does not appear to be a part of that which composes the gold-quartz veins."

The small occurrences of galena described in the last paragraph resemble the small lenses found at the Rustler mine.

At the time of the examination, the occurrence was difficult to see because the walls and backs of thedrift were obscured by the timber which was required to support the heavy ground. The uraninite, or sooty pitchblende, which was tentatively identified in hand specimens by Paul Weis, geologist, Geological Survey, during a visit to the property, seems to occur especially in a 2-foot zone on the hanging wall of the flat lens; minor amounts are scattered in the vein quartz below this 2-foot zone. A sample from the first crosscut in this zone assayed 0.50 percent eU. This zone is also rich in galena and other sulfide minerals (see attached map).

A small lens of lead carbonate located on the hill above the shaft shows very little radioactivity. Another small lens of galena exposed in the Brooks drift also shows very little radioactivity, and to date, only the lens found in the new work contains uranium ore of commercial grade. Previous production from these exposures is believed to be less than 200 tons.

During the examination several steep-dipping hanging-wall structures exposed by bulldozer trenches in the vicinity of the oriental mine showed appreciable radioactivity. These veins in most instances were very narrow, but at one place the exposed gossan was 2 to 3 feet wide and extended several hundred feet. Some exploration by sinking or drifting on the ore might discover a small deposit of commercial ore in this particular spot. Dwight L. Schmidt, geologist, Geological Survey, who was examining uranium occurrences in this area during the summer of 1954, found considerable radioactivity in the Camas structure.

Mr. Wagner describes the alteration of the vein zone as intensecand continuing into the wall rock for short distances. Sericitization and kaolinization predominate; silification appears to

be minor and local. In the drift off the inclined shaft considerable post-mineral faulting and crushing were evident. In the east end of the drift, the quartz in the vein was completely brecciated and mixed with wall rock gouges. The ore lens was also brecciated and several faults were evident. The intense alteration and later movement along the structure made it necessary to closely timber most of the drift, and at the time of the examination this timber was taking considerable weight.

The lens of ore in the hanging wall of the structure is apparently a fissure filling along a small braided fault created during the reverse movement of the main structure. The ore body was obscured by timber; the geologic evidence which could be observed is shown on the attached sketch. Radioactivity was high just north of the large fault or the main Rustler structure and continued along the drift to the quartz vein which apparently cut the lens. Radioactivity was especially high in the back of the drift close to the richer zone (see attached sketch). Beyond this point to the face of the drift the counter registered just above background. In the face of the first crosscut the ore lens was faulted, apparently by a normal fault. The white quartz vein crossing the drift was barren of mineral, and the wall rock to the east was granite.

During the examination three samples were taken; these samples and their assays are as follows:

Sample No. 423A was taken from a low-grade stockpile which was mined from the east end of the drift on the Rustler structure. This sample assayed 0.02 ounce gold, 0.3 ounce silver, and 0.6 percent lead. The sample was not assayed for uranium because no radioactivity was found in this part of the drift or from the stockpile.

Sample No. 424A was taken from a stockpile which was mined from the first crosscut cut and represents the lower-grade material from the footwall of the lens. This sample assayed 0.05 ounce gold, 1.3 ounce silver, 1.2 percent lead, and 0.02 percent eU_3O_8.

Sample No. 425A was cut wherever it was possible to see the ore lens between the lagging and spiling on both sides of the drift and in the first crosscut. This sample assayed 0.09 ounce gold, 2.5 ounces silver, 5.3 percent lead, 0.14 percent eU_3O_8 and 0.163 percent eU_3O_8.

Paul Weis cut two samples during a previous visit. One sample cut from the 2-foot richest zone in the east wall of the first crosscut assayed 0.5 percent eU. The other sample cut along the north wall for approximately 20 feet and just east of the quartz vein assayed less than 0.01 percent eU.

Since the examination the applicants have raised on the ore and stoped toward the main structure. Mr. Wagner, consulting geologist, stated that the ore was pinching out toward the main structure and that the ground was very heavy and was expected to cave.

A recent request for additional samples from ore now being mined was answered by William Brooks, who gave an estimate of the ore mined to date and the grade from grab samples as follows:

From a 3-ton stockpile, a sample assayed 0.506 percent U_3O_8;

From a 13-ton stockpile of high-grade lead, silver, gold, zinc, and low-grade uranium, a sample assayed 47.6 percent lead, 15.2 ounces silver, 0.11 ounce gold, and 2.6 percent zinc;

From the 100-ton mill pile, a sample assayed 0.188 percent U_3O_8; and

From a 400-ton stockpile, one sample assayed 3.6 percent lead, 1.5 ounces silver, 0.05 ounce gold, and another sample assayed 7.0 percent lead, 3.5 ounces silver, 0.11 ounce gold, and 5.2 percent zinc.

It is believed most of the ore has now been mined.

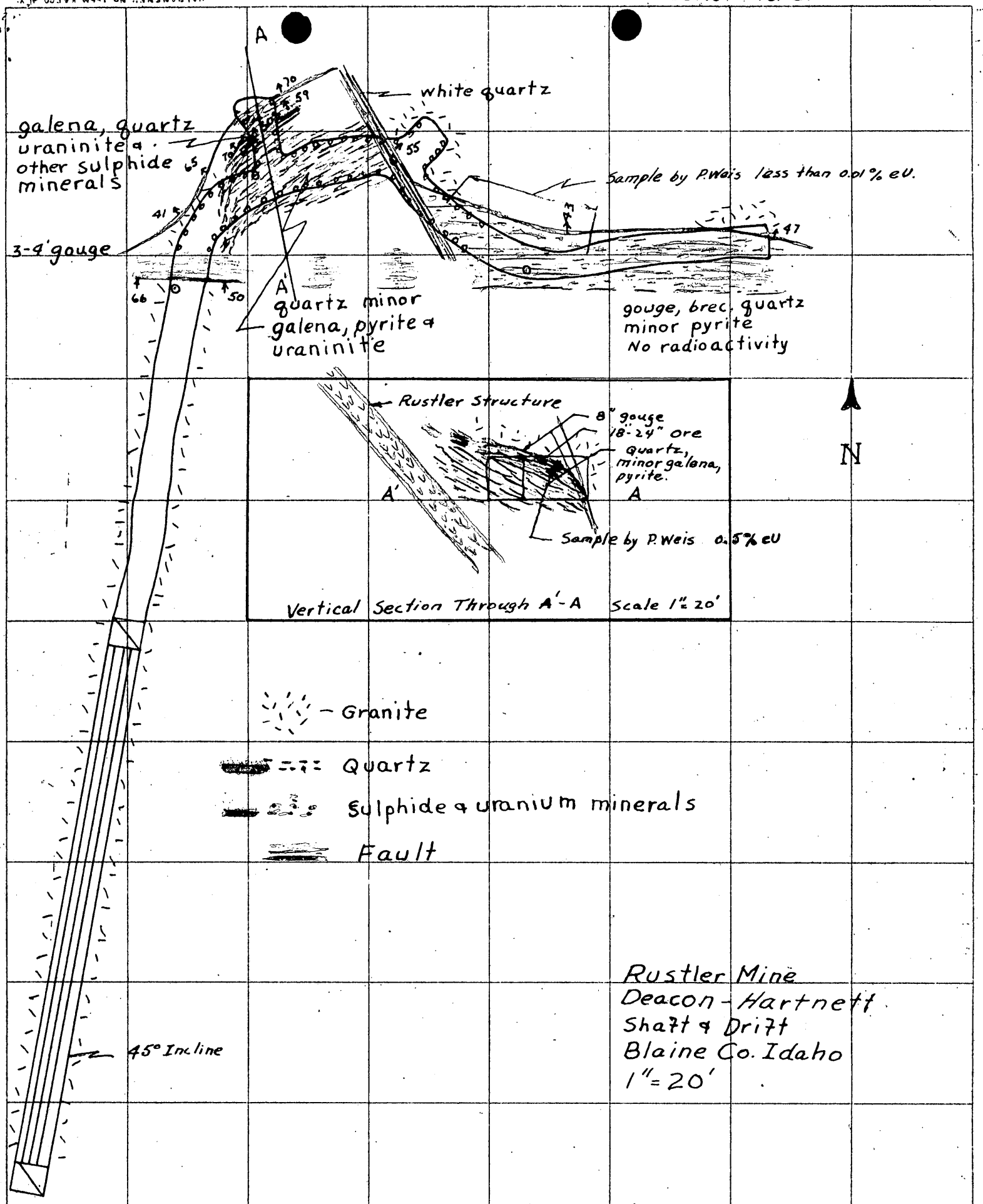
CONCLUSION

Surface exposures and the small lens found underground do not provide information as to a logical location for directing exploration, and the chance of finding a sufficient quantity of ore at greater depth to compensate for expensive exploration seems remote. It is, therefore, recommended that the application be denied.

Attachment - 1

Distribution:
- DMEA (4)
- USBM (2)
- USGS (SRO)
- AEC, SLC
- AEC, Butte
- Docket
- Nickelson

Docket No. D.M.E.A. 3760



Note: Inclined Shaft and crosscut copied from W. Wagner's map.

RECEIVED
JUL 25 1955

IN REPLY REFER TO
Geologic Division

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER, COLORADO

REF TO	ACTION	NOTED	DIS
ANSWERED			

July 1, 1955

Mr. A. E. Weissenborn
U. S. Geological Survey
South 157 Howard Street
Spokane 1, Washington

Dear Al:

As per your request, I will attempt to give you briefly my thoughts concerning a DMEA loan for the Rustler Group, Blaine Co., Idaho. There is little point in describing the geology as I imagine that Nick has covered this adequately.

Available data indicates that lead mineralization may be fairly widespread and local concentrations represent "good" grade lead ore; uranium mineralization, on the other hand, is very spotty and is not as widely distributed as the lead minerals. I doubt that any significant quantity of uranium ore can be developed on the property, although poor exposures both on the surface and underground make this conclusion pretty much of a horse-back guess.

My general impressions are that 1) the property has some merit as a lead prospect and 2) little, or questionable, merit as a uranium prospect. I can see little justification to explore the property soley for uranium; I might recommend limited exploration for lead with uranium as a side issue.

With best wishes, I am

Sincerely yours,

George W. Walker

RECEIVED
JUL 6 1955
U. S. G. S.
SPOKANE, WASH.

RECEIVED
JUL 25 1955

UNITED STATES
ATOMIC ENERGY COMMISSION
DIVISION OF RAW MATERIALS
Salt Lake Exploration Branch

REFER TO	ACTION	NOTED	DATE
al		[illegible]	
USGS			

ADDRESS REPLY TO:
U. S. Atomic Energy Commission
P. O. Box 2195
Salt Lake City, Utah
AND REFER TO:

SLEB:EET:af

July 8, 1955

RECEIVED
JUL 25 1955

Mr. A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I
U. S. Geological Survey
South 157 Howard Street
Spokane 4, Washington

Dear Al:

DMEA

Thank you for your letter of June 30 concerning an application for uranium exploration assistance from the Rustler Mining Company, Blaine County, Idaho.

Our geologists who visited the property considered its uranium potential as questionable; however, they were somewhat enthused about the showing of lead in the new workings and suggested that a DMEA loan might be appropriate for lead or perhaps a combination of lead and uranium.

Inasmuch as the ore cannot be treated at existing uranium plants for the recovery of anything other than the uranium, we have advised the company that there is no objection to their shipping a few trial lots as lead ore as long as they have an AEC license and provide us with pulps for uranium assay. There is apparently some finely divided pitchblende in the ore but it has more of a tendency to occur in pockets than does the lead ore. This deposit has much in common with some of the base metal veins in the Boulder batholith, and we agree that the possibility of the exploration funds being returned to the Government is very remote when considered on the basis of uranium alone.

We concur with your recommendation to deny the application as submitted.

Sincerely yours,

RECEIVED
JUL 11 1955
U. S. G. S.
SPOKANE, WASH.

Ernest E. Thurlow, Chief
Salt Lake Exploration Branch
Division of Raw Materials

5/17/55 gh

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 8, Washington

Defense Minerals Administration
RECEIVED
MAY 9 1955

May 6, 1955

Mr. William Deacon, Secretary
Rustler Mining Company
335 E. 3rd Street
Casper, Wyoming

Re: Docket No. DMEA-3760 (Uranium)
Rustler Mining Company
Blaine County, Idaho

Dear Sir:

On April 21, 1955, Howard B. Nickelson of this office made a preliminary examination of the Rustler claims. As a result of this examination, it is evident that some additional information will be needed before we can seriously consider your proposal to explore the Rustler group by deepening the shaft and driving 1,100 feet of drifts and crosscuts.

The chief requirement is a geologic map of the surface along the vein for approximately 1,000 feet east and west of the shaft. In addition to all pertinent geologic features, this map should show the elevations of points along the outcrop. The principal workings and prospect pits, as well as the proposed drifts and crosscuts, should be plotted on it so as to show the position of these features with respect to the boundaries of the Treasure Belle and Donovan claims. You should also plot on the map any evidence of radioactivity you have noted on the surface, as well as noting the occurrence of base-metal minerals and quartz along the outcrop.

There also appears to be a fraction of a claim north of the shaft and between the Donovan No. 3 claim and the Treasure Belle claim, the ownership of which is not designated. As this will be in or close to the area you propose exploring, you should obtain control of this fraction of ground if you have not already done so and should add it to the claims to be included in the proposed contract.

Presentation of this information will assist us greatly in appraising the property.

By Field Team, Region 4, MM District

A. A. Weissenborn, Exec. Officer
(U. S. Geological Survey)

King G. Agnew, Member
(U. S. Bureau of Mines)

cc: Mr. Warren L. Wagner
2210 Overland Road
Boise, Idaho

DMEA(2); USBM(2); Nickelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 1, Washington

Department of the Interior
Defense Minerals Exploration
RECEIVED
MAY 2 5 1955

May 9, 1955

Mr. William Deacon, Secretary
Rustler Mining Company
335 S. 3rd Street
Casper, Wyoming

Re: Docket No. DMEA-3769 (uranium)
Rustler Mining Company
Blaine County, Idaho

Gentlemen:

On April 21, 1955, Howard G. Nelson of this office made a preliminary examination of the Rustler claims. As a result of this examination, it is evident that some additional information will be needed before we can seriously consider your proposal to explore the Rustler group by deepening the shaft and driving 1,100 feet of drifts and cross cuts.

The chief requirement is a geologic map of the surface along the vein for approximately 1,300 feet east and west of the shaft. In addition to all pertinent geologic features, this map should show the elevations of points along the outcrop. The principal workings and prospect pits, as well as the proposed drifts and crosscuts, should be plotted on it so as to show the position of these features with respect to the boundaries of the Treasure Valley and Donovan claims. You should also plot on the map any evidence of radioactivity you have noted on the surface, as well as noting the occurrence of base-metal minerals and quartz along the outcrop.

There also appears to be a fraction of a claim north of the shaft and between the Donovan No. 3 claim and the Treasure Valley claim, the ownership of which is not designated. As this will be in or close to the area you propose exploring, you should obtain control of this fraction of ground if you have not already done so and should add it to the option to be included in the proposed contract.

Presentation of this information will assist us greatly in approaching the property.

By Field Team, Region 1, Spokane District

K. L. Wallenborn, Exec. Officer
(U. S. Geological Survey)

King G. Agnew, Manager
(U. S. Bureau of Mines)

cc: Mr. Carroll A. Wagner
2210 Overland Road
Boise, Idaho

DMEA(2); USBM(2); Nickelson

4/19/55 gla

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

April 18, 1955

Memorandum

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee

From: Bureau of Mines Member
Uranium Commodity Committee

Subject: DMEA Docket 3760, Rustler Mining Company, claims in Blaine County, Idaho

I have reviewed the attached application of the Rustler Mining Company, DMEA Docket 3760, and have discussed it with Joseph O. Hosted, representative of the Atomic Energy Commission.

Inasmuch as the letter of March 31 from the Executive Officer, DMEA Field Team, Region I, with which the application was enclosed, indicates that an examination of the underground workings on the claims will be made by the Field Team sometime this month, we will withhold comment until such time as the Field Team report of examination is made available to us.

John E. Crawford
John E. Crawford

Attachment

Copy to: Division of Minerals
Branch of Rare & Precious Metals
J. O. Hosted (2)
J. E. Crawford (2)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

April 18, 1955

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J. E. Crawford (2)

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BUREAU OF MINES
WASHINGTON 25, D. C.

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John E. Crawford

Attachment

Copy to: Division of Minerals
Branch of Rare & Precious Metals
J. O. Hosted (2)
J. E. Crawford (2)

April 7, 1955
Subject: DMEA 3760
Re: Exploration Assistance
Donovan, Rustler, Junction,
Treasure Vault, Primitive,
et al.

Rustler Mining Company
835 E. 3rd Street
Casper, Wyoming

Gentlemen:

The receipt of your application dated March 22, 1955 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA 3760 and referred to the Rare and Miscellaneous Metals Division.

Kindly identify all future correspondence relating to your application by this docket number.

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

April 7, 1955

Memorandum

To: Executive Officer, DMEA Field Team, Region I Nw.

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

There is listed below the assigned docket number to an application recently received from Region I Northwest.

DMEA- 3760 Rustler Mining Company

Robert E. Adams,
Chief, Operation's Control
and Statistics Division

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
So. 157 Howard Street
Spokane 4, Washington

March 31, 1955

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

Re: New application for exploration
assistance (uranium)
Rustler Mining Company
Blaine County, Idaho

Dear Mr. Selfridge:

Enclosed are three copies of an application for exploration assistance submitted by Mr. Warren R. Wagner of Boise, Idaho. Included with the application is a Mine Lease and Option Agreement dated December 31, 1954, between Katie Jones (widow), and Fred Hartnett and W. T. Deacon, covering the Donovan Lode group of claims; a Contract and Agreement to Purchase entered into in February 1955 between Harold McClure and wife, Ralph McClure and wife, Bertha R. Scovel (single), and Fred Hartnett and William Deacon; also a claim map, geologic maps of the Brooks level and the 120 level of the Deacon-Hartnett workings, and a section showing the proposed work.

The application appears to have been well prepared; however, we have removed the consent to lien forms and sent them back to the applicant for several necessary corrections (see our letter to the applicant of March 24, 1955, copies enclosed). The corrected copies will be sent on just as soon as we receive them. The applicant proposes to explore for uranium; it should be pointed out that the property also contains lead, zinc, and silver, and was turned down in 1951 by the DMEA (Docket No. DMA-1935) on an application proposing to explore for lead.

An examination of the underground workings will be made in mid-April and an appraisal will follow soon thereafter. The surface is under several feet of snow but it was previously examined by a member of the regular Survey staff when he was in the vicinity.

Sincerely yours,

John S. Vhay

John S. Vhay
For: A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I
Northwest District

Enclosures
cc: USBM (2)
Nickelson

xxxxxxxxxxxxxxxxxx
So. 157 Howard Street
Spokane 4, Washington

March 24, 1955

Mr. Warren R. Wagner
2210 Overland Road
Boise, Idaho

Re: Rustler Mining Company (uranium)
Blaine County, Idaho

Dear Mr. Wagner:

After you had left our office it was found that more things were wrong with the consent to lien forms than we discovered while you were here. Therefore, I have summed up below, from Nick's notes, everything necessary in order to straighten out the matter; I have taken out all the consent to lien forms from the application, and am enclosing them with this letter, together with some additional blank forms.

1. The McClure consent to lien form should be signed by Bertha R. Scovel, also by Mr. and Mrs. Ralph McClure or by someone having power of attorney for them. One of the forms was not signed. One of the signed ones was on an old form.

2. Katie Jones consent to lien will have to be signed on the new forms.

3. Six copies of consent to lien forms should be sent in for each separately owned piece of property covered by the application. Be sure the form is dated.

We will forward your application on to Washington immediately, and just as soon as we receive the correctly signed consent to lien forms they will be forwarded also.

Sincerely yours,

John S. Vhay
For: A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I
Northwest District

cc: William Deason
835 E. 3rd St.
Casper, Wyoming

DMEA (2)
USBM (2)
Nickelson

xxxxxxxxxxxxxxxxxxxx
So. 157 Howard Street
Spokane 4, Washington

March 24, 1955

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2210 Overland Road
Boise, Idaho

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Blaine County, Idaho

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Sincerely yours,

John S. Vhay
For: A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I
Northwest District

cc: William Deacon
835 E. 3rd St.
Casper, Wyoming

DMEA (2)
USBM (2)
Nickelson

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
MAR 22 1955
SPOKANE, WASH.

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

Not to be filled in by applicant

Docket No. 3760
Metal or Mineral Uranium-lead
Date Received 4-4-55
Estimated Cost $91,810.85
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Rustler Mining Company
835 E. 3rd Street
Casper, Wyoming

(*b*) If other than an individual, add to your name above whether a corporation, partnership, etc., and the name of the State in which incorporated or otherwise organized.

(*c*) If a corporation, add to above statement, titles, names and addresses of officers.

(*d*) If a partnership, add to the above statement the names and addresses of all partners.

2. *General.*—Read DMEA Order 1, "Government Aid in Defense Exploration Projects," before completing this application. Submit this application and all accompanying papers in quadruplicate (four copies), with your name and address on each sheet of the application and on all accompanying papers. Where sufficient space is not provided on the form for all required information, state it on an accompanying paper, with a reference in each case to the instruction to which it refers by number. Comply with all applicable instructions; or, if not applicable, so state. File the application with Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest field executive officer thereof.

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract

(*b*) State any mine name by which the property is known.

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

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property.

(*e*) If you own the land, describe any liens or encumbrances on it

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice.

4. *Physical description.*—(*a*) Describe in detail any mining or exploration operations which have been or now are being conducted upon the land, including existing mine workings and production facilities. State your interest, if any, in such operations. Also describe accessibility of mine workings for examination purposes.

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades.

(*c*) Describe the geologic features of the property, including mineralization, type of deposit (vein, bedded, etc.), and your reasons for wishing to explore. Illustrate with maps or sketches. Send with your application (but not necessarily as a part of it) any geologic or engineering report, assay maps, or other technologic information you may have, indicating on each whether you require its return to you.

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points.

(*e*) State the availability of manpower, materials, supplies, equipment, water, and power.

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

.....

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

(*c*) The work will start within ..... days and be completed within ..... months from the date of an exploration project contract.

(*d*) State the operating experience and background of the applicant with relation to the ability to carry out such exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of costs.*—Furnish a detailed estimate of the costs of the proposed work (you will have to use a separate sheet), under the following headings. Add the totals under all headings to give the estimated total cost of the project:

(*a*) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, write "none" after this item. To the extent that the work is to be contracted, do not repeat the cost of the contract-work in subsequent items.) State the cost of any proposed independent contracts for the performance of all or any part of the work, expressed in terms of units of work (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved, etc.).

(*b*) *Labor, supervision, consultants.*—Include an itemized schedule of numbers, classes and rates of wages, salaries or fees for necessary labor, supervision and engineering and geological consultants.

(*c*) *Operating materials and supplies.*—Furnish an itemized list, including items of equipment costing less than $50 each, and power, water and fuel.

(*d*) *Operating equipment.*—Furnish an itemized list of any operating equipment to be rented, purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or suggested use-allowance based on present value, as the case may be.

(*e*) *Rehabilitation and repairs.*—Furnish a detailed list showing the cost of any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and which will be devoted to the exploration project.

(*f*) *New buildings, improvements, installations.*—Furnish a detailed list showing the cost of any necessary buildings, fixed improvements, or installations to be purchased, installed or constructed for the benefit of the exploration project.

(*g*) *Miscellaneous.*—Furnish a detailed list showing the cost of repairs to and maintenance of operating equipment (not including initial rehabilitation or repairs of the Operator's equipment), analytical work, accounting, workmen's compensation and employers' liability insurance, and payroll taxes.

(*h*) *Contingencies.*—Give an estimate of any necessary allowances for contingencies not included in the costs stated above.

NOTE.—No items of general overhead, corporate management, interest, taxes (other than payroll and sales taxes), or any other indirect costs, or work performed or costs incurred before the date of the contract, should be included in the estimate of costs.

7. (*a*) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7, DMEA No. 1)?

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

[X] Money [ ] Use of equipment owned by you [ ] Other

Explain in detail on acompanying paper.

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief.

Dated March 22, 1955

RUSTLER MINING COMPANY
(Applicant)

By ....., President

William T. Dessen, Secretary

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

U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

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

1. NAME OF APPLICANT:

(a) Rustler Mining Company

835 E. 3rd Street

Casper, Wyoming

(b) A Corporation, incorporated in the State of Wyoming

(c) Officers: Fred Hartnett, President
835 E. 3rd St., Casper, Wyoming

William Deacon, Secretary
835 E. 3rd St., Casper, Wyoming

Henry Burgess, Treasurer
Sheridan, Wyoming

(d) Not applicable

2. GENERAL STATEMENT (No answer required)

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3. APPLICANT'S PROPERTY RIGHTS:

The applicant controls a total of 52 claims in Sections 7 and 8, T. 1N., R. 17E. of the Boise Meridian. The claims are held under three separate arrangements but are contiguous. For simplicity and clarity the legal descriptions of the claims will be discussed in three groups below: Group I, patented mining claims and millsites held by LEASE AND OPTION AGREEMENT: Group II, patented and unpatented claims held by CONTRACT AND AGREEMENT TO PURCHASE; and Group III, claims held by right of location.

(a) Legal Description:

Group I: Group I is composed of three (3) patented lode mining claims and two (2) patented millsites, i.e., Donovan Lode and Millsite, Lots 40 A and B, Patent No. 564 A and B; Donovan No. 3, Lode, Lot No. 42, Patent No. 566; and Rustler Lode and Millsite, Lots No. 41 A and B, Patent No. 565 A and B, in Section 8, T. 1N., R. 17E. of the Boise Meridian, Mineral Hill Mining District, Blaine County, Idaho.

Group II: Group II is comprised of one (1) patented and thirteen (13) unpatented mining claims as follows:

PATENTED:

Junction Lode, Lot No. 45, Patent No. 892.

UNPATENTED:

Treasure Vault, Treasure King, Treasure Belle, Treasure Door, Treasure Prince, Treasure Mountain, Treasure Valley, Treasure Basin, Shinola Placer, Mineral Mountain, Silver Vale, Gertrude A and Pico Fraction, in Sections 7 and 8, T. 1N., R. 17E., Boise Meridian, Mineral Hill Mining District, Blaine County, Idaho.

Group III: Group III is made up of thirty-three (33) mining claims held by right of location. They are:

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3. APPLICANT'S PROPERTY RIGHTS (a) Legal Description. Continued

Group III Continued

Primitive # 6, Primitive # 7, Primitive # 8, Primitive # 9, Primitive # 10, Primitive # 10B, Primitive # 11, Primitive # 12, Primitive # 13, Primitive # 14, Primitive # 20, Primitive # 22, Primitive # 22B, Primitive Exploring and Finding District # 22C, Primitive # 28, Primitive # 31, Primitive # 31B, Primitive Fraction # 1, Primitive Fraction # 2, Primitive Fraction # 6, Primitive Fraction # 28, Primitive Fraction # 31, 31 Fraction, Coppertie, Lee Ann, Lee Ann Extension, Nafomico, Sabre Fraction, Rex Grande, Alpha Fraction, Gamma Fraction, Beta Fraction, and Primitive Fraction 10

(b) The name of the company is the RUSTLER MINING COMPANY.

(c) Interest in Land: Under legal dexcription, part 3 (a) above, the mining claims affected by this application are listed in three (3) groups, and since they are held by the company by different agreements, the agreements are explained by groups below:

Group I is held by MINE LEASE AND OPTION AGREEMENT with Katie Y. Jones, Hailey, Blaine County, Idaho (see copy of agreement below).

Group II is held by CONTRACT AND AGREEMENT TO PURCHASE from Harold McClure and Gertrude McClure; Ralph McClure and Shirley McClure; and Bertha R. Scovel (see copy of agreement below).

Group III is held by right of location.

(d) Copies of Instruments: On the following pages are attached copies of the leases and contracts under which Groups I and II are held.

(e) Liens: There are no liens or encumbrances against the claims

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3. (e) Liens: Continued

hold by right of location by the company.

(f) Unpatented Claims, Page and Book:

Claim Name	Book	Page
Treasure Vault	131	274
Treasure King	131	284
Treasure Basin	131	469
Treasure Belle	131	470
Treasure Prince	131	290
Treasure Valley	131	383
Treasure Door	131	278
Treasure Mountain	131	427
Mineral Mountain	156	99
Gertrude A.	131	287
Silver Vale	131	279
Shinola Placer	1	403
Pico Fraction	156	94
Junction Lode 45	Patented	
Primitive # 6	156	625
Primitive # 7	157	1
Primitive # 8	157	2
Primitive # 9	156	616
Primitive # 10	156	598
Primitive # 10B	157	27
Primitive # 11	156	614
Primitive # 12	156	615
Primitive # 13	157	26
Primitive # 14	156	632
Primitive # 20	156	631
Primitive # 22	156	628
Primitive # 22B	156	627
Primitive Exploring and Finding District # 22 C	156	638
Primitive # 28	156	624
Primitive # 31	156	626
Primitive # 31B	156	629
Primitive Fraction # 1	156	633
Primitive Fraction # 2	156	630
Primitive Fraction # 6	156	625
Primitive Fraction # 28	156	637
Primitive Fraction # 31	156	636
31 Fraction	157	25
Coppertie	156	599
Lee Ann	156	600

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3. (f) Continued.

Claim Name	Book	Page
Lee Ann Extension	157	28
Nafomico	156	532
Sabre Fraction	157	153
Rex Grande	157	151
Alpha Fraction	157	154
Gamma Fraction	157	152
Beta Fraction	157	200
Primitive Fraction 10	157	201

4. PHYSICAL DESCRIPTION:

(a) The group of claims controlled by the Rustler Mining Company have been inactive, except for assessment work for a number of years. Several old caved shafts, tunnels and surface cuts give evidence of early mining activity. None of these are now accessible and no records are available on them.

In 1952, Mr. Bill Brooks of Hailey, Idaho, drove 165 feet of crosscut and 120 feet of drift (see Map No. 1, below). This work is accessible.

During the latter half of 1954 Mr. Bill Deacon and Mr. Fred Hartnett of the Rustler Mining Company, 835 E. 3rd St., Casper, Wyoming, contracted with Mr. Ben Cutler and Mr. Thornley Williams of Hailey, Idaho, to sink 130 feet of 45° incline, 60 feet of crosscut, and 80 feet of drift (see Map No. 2 plan and No. 3 section, below). This work is readily accessible.

Approximately 500 feet west, and across the gulch from the new 45° incline sunk by Deacon and Hartnett is 350 feet of tunnel on the old Hattie or Treasure Vault group of claims that are also under control of the Rustler Mining Company. The tunnel is open and in good shape but has not been mapped. Elsewhere on the Hattie or Treasure Vault group are other tunnels and shafts that are caved or flooded and thus inaccessible.

(b) Past Production: Past production records for the old properties controlled by the Rustler Mining Company are not available, and the claims

4. (b) Continued

held by location by the company have not as yet been explored.

Approximately one car of lead-silver ore was shipped from near the surface about 100 feet north of the new 45° incline in 1953. This ore is reported to have netted $40.00 per ton.

(c) Geologic Features:

General: The properties held by the Rustler Mining Company are located near the central part of the so called "Hailey Gold Belt", Blaine County, Idaho.

The district is underlain by the granitic rocks of the Idaho batholith and some of its associated aplitic and pegmatitic dikes. At a few places the batholithic rocks are capped by basalt that poured out after the granular rocks were exposed by deep erosion. Previous to extrusion of the basalt, the granitic rocks were fractured by earth movements and vein filling materials were introduced along the fractures. At least two and possibly three almost parallel east west to northeast southwest trending vein systems were formed.

Mineralization: The mineralogy of the Rustler property is relatively simple. Uraninite, galena, sphalerite, pyrite, a trace of chalcopyrite, with some siderite and quartz are the main vein minerals.

The uraninite is a finely divided, black, almost sooty mineral filling fractures in the fissure zone and all other minerals.

4. (c) Continued

Galena is the most abundant sulfide on the 120 level of the new work done by Deacon and Hartnett (see Map. No. 2.). It occurs as pods, blebs, stringers and lenses along the fissure zone.

Sphalerite is sparse but is associated with galena and quartz where found.

Pyrite is found scattered throughout the vein in small quantities.

Chalcopyrite is rare; it is always associated with the other sulfides.

The siderite is a dark brown almost black variety that shows up occasionally with the base metals and quartz.

Tenor of Ore: The vein on the 120 level of the Deacon-Hartnett development was not systematically sampled as work progressed. As the ground in the vein structure is heavy, timber, lagging and cribbing now obscure and prevent good sampling of the vein.

A few samples have been taken that assayed as follows:

Sample No.	U_3O_8	Width	Taken By:
No. 1	0.25	Spot	Deacon
No. 2	3.44	2.0	Brooks
No. 3	3.35	2.0	Brooks
No. 4	1.62	2.0	Wagner
No. 5	0.86	Dump	Deacon

4. (c) Continued

Type of Deposit: The deposit is of the vein type typical of the Camas district. The vein filling material occurs as lenses, pods, and kidneys of uraninite, sulfides and quartz irregularly spaced in the fractured granitic rocks (See Map No. 2).

The veins are actually large faults or fracture zones that trend east west to northwest southeast across the country; the dip normally is about 45° north or northeast.

Alteration: The fissure zone containing the ore shoots is intensely altered and bleached — all traces of the original granitic texture is gone in much of the fissure filling material. The wall rock shows alteration a few tens of feet from the vein, increasing in intensity toward the vein. Sericitization and kaolinization types of alteration predominate; silicification appears to be minor and local.

Character of Deposits: Considering the district as a whole, the veins occur as fissure fillings along moderately low angle faults in the Idaho batholith. Some of the veins contain sufficient sulfides to interfere with gold recovery. Toward the eastern end of the district argentiferous galena is more abundant and supergene enrichment has locally changed the ore to one relatively rich in silver.

Some siderite is also present in veins near the east end of the district and shows transitions to siderite-galena veins similar to the Wood River region. None of the veins can be considered as potential

4. (c) Continued

large producers of base metals.

The mineralized structure on which the Rustler workings are located has been traced for over a mile.

Ore Shoots: Individual ore lenses or ore shoots in the Camas district are known to reach a length up to 1,000 feet long, but probably average less than 200 feet. In the eastern end of the district, the veins are 2-3 feet wide whereas they increase to over 15 feet wide in the Camas Mine on the western end.

The size and shape of the uraninite ore shoot has not been determined but where opened on the 120 level in the work done by Deacon and Hartnett, (See Maps No. 2 and No. 3) it is 18 feet wide at the widest part and shows uranium mineralization for 50 feet along the drift. Apparently the 120 level is near the top of the shoot as no uranium mineralization is apparent on the Old Brooks Level 45 feet above (See Section No. 3).

The geologic map (Map No. 2) indicates that the uranium-bearing shoot is located at the intersection of numerous minor faults with the main fissure zone.

Reasons for Proposed Exploration: Geological conditions, i. e., structure, mineralogy, mineral paragenesis, knowledge of vein and ore shoots elsewhere in the district, amount of uranium now showing on the 120 level and the fact that radioactivity has increased steadily downward

4. (c) Continued

in the exploration work done by Deacon and Hartnett during 1954, all encourage additional exploration at depth.

A few secondary minerals can be found in cuts on the vein at the surface but no appreciable quantity of uranium is exposed in any of the prospect pits or mine workings above the 120 level of the Deacon and Hartnett incline. Additional drifting on the 120 level is limited, since to the east the drift will encounter, within a short distance, an old caved and water-filled shaft; to the west the drift will either daylight or run into valley fill within a distance of 200 feet or less.

Thus both geology and physical features point to exploration at depth. The highly fractured and gougey nature of the vein filling material discourages diamond drilling because of poor core recovery, also, the topography of the area would make long holes necessary.

(d) Accessibility: The property of the Rustler Mining Company is approximately 11 miles west of Hailey, Idaho. It may be reached over a well graded, graveled, county road for 9 miles, then 2 miles of poor mine road into the Deacon-Hartnett incline. To improve access and to tie together the surface holdings of the Rustler Mining Company, one and one-half (1½) miles of new mine road should be built.

Hailey, Idaho is on the Union Pacific Railroad and both state and federal paved highways connect with nearby cities. The town has a population of about 1,500 people and ample living accommodations can be found.

4. Continued

(e) Availability of Manpower, etc.: There are numerous small mines in the vicinity of Hailey, Idaho, and sufficient experienced miners are available for labor requirements.

Special materials and supplies can be brought in over the Union Pacific from Twin Falls, or Pocatello, both in Idaho, or from Salt Lake City, Utah. Lumber and general hardware supplies are available locally.

Water can be developed from springs near the mine workings or piped in from Rock Creek, a relatively short distance.

The Idaho Power Company power line is within one-half ($\frac{1}{2}$) mile north of the property. This can be brought in at less cost and bother than by using diesel electric power.

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5. THE EXPLORATION PROJECT:

(a) The project is designed to explore for uranium.

(b) The company wishes to explore at depth the mineralized structure that has been opened in the upper workings (see Maps No. 1, plan of Brooks level, No. 2, plan of 120 level, and No. 3, section of Deacon-Hartnett workings of 1954).

It is proposed to do this exploration by sinking the 45° inclined shaft an additional 150 feet, then at 100 feet below the present sump bottom of the incline, to drive 1,100 feet of crosscut and drift. The crosscut will vary from 20 to 60 feet in length depending upon the dip of the vein and sufficient drift will be driven each way along the vein to make a total of 1,100 feet of drift and crosscut.

A brief outline of the proposed exploration program and necessary supporting work is as follows:

1. Sink the 45° inclined shaft 150 feet below the bottom of the present sump.

2. Drive a total of 1,100 feet of drift and crosscut to explore the vein at a point 100 feet (measured on the incline) below the 120 level driven by Deacon and Hartnett.

3. Supporting work: (a) build 1½ miles of road; (b) build ½ mile of power line; and (c) build necessary compressor house, timber framing shed and hoist house.

5. Continued

(c) Working Time: The work will start within 30 days and be completed within 10 months from the date of the exploration project contract.

(d) Operating Experience and Background of Applicant: The officials of the company are thoroughly experienced in mining. Fred Hartnett, President, William Deacon, Secretary, and Henry Burgess, Treasurer, developed the Little Beaver uranium property near Moab, Utah and were concerned in development of the LaSalle Property.

The actual development work will be carried on by mine contractors Ben Cutler and Thornley Williams, Hailey, Idaho. These men and their crew have had over 20 years' experience in the mines around Hailey, Idaho. They have developed numerous prospects and have also done contract work for the Triumph Mine, Hailey, Idaho.

Mr. Bill Brooks, Hailey, Idaho, will be foreman on the job and will have the assistance of the officers of the company as needed. Mr. Brooks is a prospector and small mine operator of long standing in the area.

Engineering and surveying is to be done by professional engineers as required. The geological work will be done by Warren R. Wagner, Mining Geologist with more than 15 years' experience with federal agencies, companies and as a consultant throughout the Rocky Mountain area.

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6. ESTIMATE OF COSTS.

(a)	Independent Contracts	$31,000.00
(b)	Labor, supervision, and consultants	15,475.00
(c)	Operating materials and supplies	21,004.40
(d)	Operating equipment	17,572.00
(e)	Rehabilitation and Repairs	- 0 -
(f)	New buildings, improvements and installations	3,000.00
(g)	Miscellaneous	3,759.45
(h)	Contingencies	- 0 -
	T O T A L	$91,810.85

(Detail of above estimate follows.)

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6. ESTIMATE OF COSTS. Continued

(a) Independent Contracts.*

150 ft. shaft @ $60.00	$ 9,000.00
1,100 ft. drifts and X-cuts @ $20.00	22,000.00
Total Independent Contracts	$31,000.00

*Note: Independent contractors will pay their own Unemployment Compensation, Accident Insurance and F.O.A.B. This item is for labor cost only contracted for shaft and drifting.

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6. ESTIMATE OF COSTS. Continued

(b) Labor, Supervision, Consultants:

	Per Month
1. Labor:	
Hoistman @ $15.00 per shift.	
Monthly rate @ 6-day week	$ 427.50
Electrician (part time)	
6 days @ $20.00	120.00
2. Supervision:	
Foreman	350.00
Bookkeeper and Outside Man	350.00
3. Consultants:	
Engineering (Surveys) 2 days @ $50.00	100.00
Geology and Reports 4 days @ $50.00	200.00
Total Per Month	$1,547.50
$1,547.50/month @ 10 mos. =	$15,475.00

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6. ESTIMATE OF COSTS. Continued

(c) Operating Materials and Supplies:

1.	Power: 10 mos. @ $540.00	$ 5,400.00
2.	Explosives: 1,250 ft. @ $1,80	2,250.00
3.	Timber: (Including blocks and wedges)	
	a. Shaft 150 ft. @ $8.80	1,320.00
	b. Drift 1100 ft. @ $5.90	6,490.00
4.	Rail: (Both shaft and drift) (Includes spikes, fish plates and bolts)	
	1,250 ft. @ $1.54/ft.	1,925.00
5.	Air Line and Water Line:	
	3" - 250 ft. @ $0.98	245.00
	2" - 900 ft. @ $0.38	342.00
	1" - 1500 ft. @ $0.22	330.00
	(Includes 3" Victaulic and 2" & 1" Couplings)	
6.	Vent Tube (8"):	
	1,200 ft. @ $0.772/ft.	926.40
7.	Hoist Cable:	
	2 - 325 ft. 5/8 " ø (6 x 19) Monitor Silver Strand 650 ft. @ $0.28/ft.	182.00
8.	3 - pieces 1" ø air hose @ $50.00	150.00
	2 - pieces ½" ø water hose @ $15.00	30.00
9.	6 - pieces 2' drill steel	36.00
	6 - pieces 4' drill steel	42.00
	6 - pieces 6' drill steel	48.00
10.	5 Timken Tungsten Carbide bits 2"	60.00
	5 " " " " 1 7/8"	58.00
	5 " " " " 1 3/4"	56.00
	8 Pieces "Swede" Integral Bit Drill Steel (5')	160.00
11.	Water (Pump Line)	
	2" Pipe 300 ' @ $0.38	114.00

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6. ESTIMATE OF COSTS

(c) Operating Materials and Supplies: (Continued)

12.	Lead-covered 3-phase cable to carry power underground to pump 300'	$ 190.00
13.	Miscellaneous (lubricants, bell cord, gas, oil, miscellaneous pipe fittings)	500.00
14.	5 - Wheat Koehler Electric Miner's Lamps	150.00
	TOTAL SUPPLIES	$21,004.40

(d) Operating Equipment (to be purchased):

1.	Power Installation	$ 3,000.00
2.	a. Compressor # 75 M (I. R.)	4,870.00
	b. Receiver 3' x 8'	400.00
3.	Ventilation Blower	600.00
4.	Hoist 25 H.P. (Used, estimate)	2,000.00
5.	Skip	700.00
6.	2 1-ton ore cars @ $300.00	600.00
7.	Eimco # 12 B Mucker	3,100.00
8.	Framing Saw	350.00
9.	Sump Pump I. R. # 35	460.00
10.	Motor Pump I. R. 1½ MRV 25	842.00
11.	Atlas Rock Drill (Complete)	650.00
	TOTAL	$ 17,572.00

NOTE: Make of equipment listed for pricing and model description only. Any comparable make can be substituted.

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6. ESTIMATE OF COSTS:

(e) NONE

(f) New Buildings, Improvements, Installations:

1. Hoist and Compressor House 14' x 20' (Rough Lumber, al. roof)	$ 1,000.00
2. Electrical installations, lights, switches, etc.	600.00
3. Timber Framing Shed Open - 16' x 24' (Roof & Posts)	600.00
4. Road Construction - 1½ miles 66 2/3 hrs. @ $12.00 Bulldozer	800.00
TOTAL	$ 3,000.00

(g) Miscellaneous:

1. Repairs and maintenance of operating equipment, estimated at 10% of $17,572.00	$ 1,757.20
2. Analytical work (assays)	300.00
3. Employment Taxes: 11% * of $15,475.00	1,702.25
TOTAL	$ 3,759.45

(h) Contingencies: NONE

** GRAND TOTAL Items 6 a-h (Incl)	$ 91,810.85

* Employment Taxes:

F.O.A.B.	2.0%
Accident Ins.	6.0%
Unem. Comp.	3.0%
	11.0%

** Note: Time and Costs estimated in following proportions:-

150' of Shaft Work	20%
1100' of Drift Work	80%

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6. ESTIMATE OF UNIT COSTS:

(Not including operating equipment and buildings)

	$91,810.85	Total Cost
-	20,572.00	Operating equipment & Buildings
	$71,238.85	Net Cost of Project.
$71,238.85 x 20% =	$ 14,247.77	(shaft)
$71,238.85 x 80% =	56,991.08	(drift)

$\frac{\$14,247.77}{150}$ = $94.98 per foot of shaft.

$\frac{\$56,991.08}{1100}$ = $51.81 per foot of drift.

The comparatively high indicated unit cost is reasonable when it is considered that the ground is expected to be very heavy and because of the hoisting necessary for the job.

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7. FINANCING:

(a) The applicant will be prepared to furnish its share of the cost of the proposed project in accordance with the regulations on government participation.

(b) The applicant proposes to furnish its share of the costs as outlined by money.

Cost Estimate prepared by
Ernest E. Oberbillig,
Mining Engineer

Signed: Ernest Oberbillig

Geology and General Statement
Prepared by Warren R. Wagner,
Geologist.

Signed: Warren R. Wagner

C O P Y

Rustler Mining Company
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MINE LEASE AND OPTION AGREEMENT

THIS INDENTURE, Made and entered into this 31st day of December, 1954, by and between KATIE Y. JONES, a widow, of Hailey, Blaine County, Idaho, the party of the first part, and FRED HARTNETT and W. T. DEACON, the parties of the second part, WITNESSETH:

That said party of the first part, hereinafter referred to as Lessor, did heretofore and on the 17th day of February, 1951 enter into one certain Mine Lease and Option with Bill Brooks and Frank Hebert on property hereinafter described, and which said mine lease was subsequently assigned to the Hailey Trust and said second parties upon the payment to said Katie Y. Jones of $1000.00 by the said second parties and upon her express written consent; and

The said trustees of the Hailey Trust and said second parties did on the 29th day of December, 1954 enter into one certain option agreement wherein the said trustees agreed among other things, to grant to second parties the option of purchasing certain mining claims, and the above described mine lease and option and all the right, title and interest of said trustees in and to said mining claims and said mine lease and option;and

Whereas the said first party understanding the agreements and situation is agreeable to granting to said second parties a new lease and option and to the merger of said prior lease and option in this new lease and option agreement,

NOW THEREFORE, said first party, for and in consideration of the payment of one dollar to her in hand received and in consideration of the royalties and payments hereinafterreserved and the covenants and agreements hereinafter expressed and by said parties

of the second part, hereinafter referred to as Lessees, to be kept and performed, has granted, demised, and let, and by these presents, does grant, demise and let unto said Lessees all the following described mining claims and mill sites, all patented, situate in the Mineral Hill Mining District, Blaine County, Idaho, to-wit:

DONOVAN LODE and MILLSITE, Lots 40-A and B;
RUSTLER LODE and MILLSITE, Lots 41-A and B;
DONOVAN No. 3, Lot 42;

to have and to hold unto the said Lessees for a term commencing on February 1, 1955, at which time Lessees will pay to Lessor, the sum of $1000.00, and terminating on January 31, 1957, for the purpose of mining and extracting of ores, unless sooner forfeited or determined through the violation of any covenant or covenants against the said lessees reserved.

And in consideration of such demise, the said Lessees covenant and agree with said Lessor as follows, to-wit:

1. To pay to the said Lessor, the sum of $1000.00 on or before February 1, 1955; the additional sum of $1000.00 on or before February 1, 1956; and to pay to said Lessor all royalties hereinafter mentioned. Said Lessor shall also receive all rentals paid for all grazing of sheep or livestock on said claims and millsites during the term of this agreement.

2. Said Lessees agree that in mining of said premises they will do all work ina minerlike fashion and in a manner necessary to good and economical mining so as to take out the greatest amount of ore possible with due regard to the developement and preservation of the same as a workable mine, and to the special covenants hereinafter reserved.

3. To perform on said premises not less than one hundred fifty men-shifts of work per year (i.e., after February 1 1955 to Feb. 1, 1956, and after Feb 1, 1956 to Feb. 1, 1957). Lessees agree that in working on said claim they will well and sufficiently timber

said mine at all points where proper in accordance with good mining, and to repair all old timbering wherever it may be necessary, and to carry on all mining activity in accordance with the laws of the State of Idaho.

4. To occupy and hold all cross or parallel lodes, spurs, or mineral deposits of any kind which may be discovered by the said lessees or any person under them in any manner by said lessees, to be held on behalf of said lessor, with the privilege of said lessees to work the same as parcel of said demised premises.

5. To pay to said Lessor as royalty ten per cent (10%) of all ores mined, removed, and marketed, based on net value, which term shall mean the gross value of each lot of ore shipped tothe smelter or ore buyer, less smelter treatment, assay and sampling charges and less haulage charges from mine to smelter. Said ten per cent royalty shall also apply on all ores milled; and in addition thereto, of any premium or bonus payments made to lessees by or on behalf of any governmental agency under any premium, bonus price plan or subsidy for lead, zinc, copper, radioactive materials or other metal or mineral products produced from said premises, to the extent that the regulations applicable to such premium, bonus price plan or subsidy payments do not prohibit the payment to Lessor of royalties based thereon. Lessees shall ship all ores produced from said premises as "Donovan Lease Ores", and Lessor is hereby given a lien upon all ores extracted from the premises during the term of this lease to secure her any and all sums due or owing by lessees. The ore buyer shall make divisions of purchase price in accordance with the terms of this agreement.

6. To at all times comply with the provisions of the workmen's compensation laws of the State of Idaho; and to make and account for all necessary withholding tax, unemployment security and other laws and regulationsof the Federal Government and State of Idaho, regarding the employment by Lessees of individuals.

7. Lessees will post and keep posted prior to the commencement of any work on said premises, in a conspicuous place on said premises necessary notices notifying all persons said premises are held by lessees under lease, and that lessees, and not the Lessor, are liable for all labor performed, supplies and materials used, and Lessees (and not Lessor) shall be responsible for all debts and expenses incurred in mining operations, property copy of said notice to be recorded by Lessees.

9. That this lease and option agreement shall not be assigned by said Lessees, without the ewxpress written consent of said Lessor; provided however, that the said Lessees may assign this lease and agreement to any corporation formed by them for the purpose of operating said claims and mining claims in vicinity thereof. Said corporation, however, shall not thereafter assign this lease without the express written consent of said Lessor.

10. During the life of this agreement, the Lessees shall pay all state and county taxes lawfully levied or assessed against said mining claims, and all improvements placed thereon, or upOn any operations carried on hereunder, including all severance or operations taxes assessed against said premises or products or profits of such operation.

11. And in consideration of the acceptance of the foregoing Lease and the work to be performed thereunder, and the well and faithful keeping of the covenants thereof, the said Lessees or their assigns shall have theright to purchase the said demised premises by payment of the sum of Ten Thousand Dollars ($10,000.00).

at any time during the term of this lease; and it is expressly understood and agreed that the payment heretofore made of $1000.00 to the said Katie Y. Jones upon her consenting to transfer of that certain lease and option agreement executed by her to Bill Brooks and Frank Hebert, and payments to be made to her by Lessees hereunder on February 1, 1955, and February 1, 1956, and the above referred to royalties to be paid to said Lessor shall apply on said purchase price, and are to be deducted therefrom in the event that the said Lessees or their assigns should exercise this option; and upon the tender of such payment, the Lessor will make, execute, acknowledge and deliver at her own cost and charge, good and sufficient deed or deeds to be delivered to the Lessees or their assigns, conveying said premises free and clear of incumbrances (except any incumbrances placed thereon by said Lessees.) The forfeiture, surrender, or termination of the above lease for any cause shall render this option void, and the above mentioned payment or payments may not thereafter be tendered.

12. In the event the Lessees shall fail to make payments herein provided, or shall fail to keep, observe and perform each and all of the terms and conditions hereof on their part, as and when required by this agreement, the Lessor may give the Lessees or their assigns thirty (30) days written notice of her intention to declare a forefieutre hereof, stating in such notices the alleged grounds of forfeiture; and if the Lessees or assigns shallfail to cure and correct any defaults therein specified, within thirty (30) days after service of such notice, then this option and lease shall become null and void at the expiration of such period; but if they shall remedy all such defaults within said time, then this agreement shall continue in full force and effect as though such notice had

not been given. All notices shall be addressed to Lessees at the following address:
and shall be deemed as being served upon said Lessees upon being deposited, properly addressed, and registered, in post office at Hailey, Blaine County, Idaho, or at such other address as Lessee or their assigns shall designate in writing to said Lessor.

13. Lessees, or their assigns, at the termination of the foregoing lease, by lapse of time or otherwise, agree to peacefully surrender possession to Lessor, and to deliver said premises in good condition, together with all permanent improvements affixed thereto, including all rails, airpipe, ties, or other items affixed to premises, but Lessees may within 60 days of such termination remove all broken ores ready for shipment, and all machinery or any buildings that are constructed as temporary buildings on skids. It being agreed that said sixty day term shall commence to run only after weather conditions permit access to said claims by truck, should weather conditions at time of such termination be such as to make impracticable the removal of such items.

14. It is agreed that Lessees are independent contractors, and there is no privity of interest between them and Lessor, but that they are in full and complete control of said premises and all parties employed thereon.

15. Lessor, however, shall have the right by herself, or her employees or agents to at all times inspect all workings, and be present at any sampling or otherwise inspect said premises foe the purpose of seeing there is full compliance with all the terms of this agreement, all at her own expense and risk, however.

16. It is specifically understood and agreed that all previous leases and options between the said Lessor and Bill Brooks and Frank Hebert shall be merged into this agreement upon the payment to said Lessor of the $1000.00 agreed to be paid on February 1, 1955. Should such payment be not made as herein agreed or within 30 days of due date, said previous lease shall

remain in full force and effect.

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

IN WITNESS WHEREOF, the said parties hereto set their hands and seals the day and year first appearing in this instrument.

/s/ Katie Y. Jones (SEAL)
Party of the First Part

/s/ Fred Hartnett (SEAL)

/s/ W. T. Deacon (SEAL)
Parties of the Second Part.

STATE OF IDAHO,)
) SS.
County of Blaine.)

On this 31st day of December, 1954, before me, Joseph McFadden, a Notary Public in and for said State, personally appeared KATIE Y. JONES, a widow, and FRED HARTNETT and W. T. DEACON, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

(SEAL)

/s/ Joseph McFadden
Notary Public for Idaho.
Residing at Hailey, Idaho.

Rustler Mining Co.
835 E. 3rd. St.
Casper, Wyoming

Form
MF-103

C O P Y

CONTRACT AND AGREEMENT TO PURCHASE

THIS AGREEMENT Entered into between HAROLD McCLURE and GERTRUDE McCLURE, husband and wife, RALPH McCLURE and SHIRLEY McCLURE, husband and wife, and BERTHA R. SCOVEL, a single person, which persons are hereinafter referred to as first parties, and FRED HARTNETT and WILLIAM T. DEACON, III., hereinafter referred to as second parties;

W I T N E S S E T H :

WHEREAS The said first parties are the owners of the following described patented mining claims, to-wit:

The Junction LODE, Lot No. 45,

and also the following unpatented mining claims, to-wit:

Treasure Vault, Treasure King, Treasure Belle, Treasure Door, Treasure Prince, Treasure Mountain; Treasure Valley, Treasure Basin, Mineral Mountain, Shinola Placer, Silver Vale, Gertrude A., and Pico Fraction, (Subject to easements to cross which easements are held by Mineral Hill Exploration Co.).

all the foregoing mining claims being known as the Treasure Vault Group and are continuous claims, and are situate in Sections 7 and 8, Township 1 North, Range 17 East of the Boise Meridian, Blaihe County, Idaho, and in the Mineral Hill Mining District; and location notices of which claims are of record in Recorders Office, Blaine County, Idaho;

WHEREAS, second parties have explored said properties of first parties from workings which surface upon the claims of first parties and desire to acquire first parties properties for the purpose of mining the same; and,

WHEREAS, Nicholas Loewen and wife, if living may have an interest in some of the foregoing claims,

NOW THEREFORE, It is agreed:

1.

That in consideration of the sum of Ten Dollars ($10.00)

to first parties in hand paid, the receipt and sufficiency of which is hereby acknowledged, and of the royalities to be paid hereunder and the covenants to be kept and performd by the second parties, the first parties do hereby sell, assign, and convey, and do hereby agree, promise and covenant to convey a clear and merchantable title by a good and sufficient deed to the second parties the mining claims above described, together with all the tenements, hereditantnes andappurtenances, and all buildings thereon, exdepting, however, all personal property situate on said claims, and all mining and prospecting equipment, and that certain mill building situate on said premises, which are hereby specifically reserved from this agreement.

2.

That first parties, at their expense, shall furnish the second parties with evidence of title to said mining claims by way of copies of opinions based upon the examination of records filed in the office of the County Recorder, Blaine County. If there be any defects in the title, the said first parties shall correct said defects and shall have sufficient time within which to cause the same to be corrected at their sole expense, by suit or otherwise; That as pertains to any interest ofthe said Nicholas Loewen and wife, if any, first parties shall have them execute this agreement, if livign, or otherwise close out their interest, or in any event fully protect second parties from any claims or demands by them.

3.

That second parties shall:

(a)

On all ores marketed from said claims, pay first parties as royalty an amount of money equal to ten per cent of the gross sale price of such ore, less the cost of concentrating, smelting,

Rustler Mining Co.
835 E. 3rd. St.
Casper, Wyoming

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or otherwise, treating the same, transporting such ore to the bying point, and assaying and sampling charges of the purchaser; and shall also pay fifteen per cent of any bonus payments or premium payments paid to the first parties by any governmental agency by reason of the sale or marketing of such ores, insofar as governmental regulations and laws pertaining to any such premium or bonus payments do not prohibit the payment of such royalties. That all royalties so paid under the terms of this particular paragraph are hereinafter referred to as the earned royalty.

(b)

Pay, as minimum royalty, the folbwing sums of money, regardless of whether any ore is mined and marketed, in the years indicated, unless this agreement is sooner terminated or forfeited as hereinafte provided:

(1) The sum of One Thousand Dollars ($1,000.00) upon execution of this agreement by Harold McClure and Gertrude McClure.

(2) The sum of Four Thousand Dollars ($4,000.00) lawful money of the United States of America, upon the execution of this agreement by Ralph McClure and Shirley McClure,
9 and Bertha R. Scovel, within 15 daysof the approval of title to all the above described properties by attorney for second parties, within 15 days of securing the signatures of the said Nicholas Loewen and wife, or clearing of their title, and approval of maketability af title to said premises by attorney of second parties.

(3) The sum of Four Hundred Dollars ($400.00) lawful money of the United States of America, per month, commencing with the 10th day of the first month following receipt of a clear and marketable title approved by attorney for second parties, which monthly payments shall continue for a period of thirty-six months, and until the sum of Fourteen Thousand Four Hundred Dollars ($14,400,00), has been paid in such monthly installments.

(4) And in addition to the foregoing payments, the lump sum of Ten Thousand Dollars ($10,000.00) one year after approval of title by attorney for the second parties, and the sum of Ten Thousand Dollars ($10,000.00) two years after approval of title by attorney for the second parties, and the sum of Ten Thousand Dollars ($10,000.00) three years after approval of title by attorney for the second parties;

(5) And in addition to the foregoing, commencing on the first month, for years after approval of title by attorney for second parties, and on the first month in each year thereafter, the lump sum of Fifteen Thousand Dollars ($15,000.00), lawful money of the United States, andin addition thereto a monthly payment of Five Hundred Dollars ($500.00) each month, until the total amount of royalties payable hereunder have been paid.

(c)

Furnish duplicate settlement sheets to escrow holder hereinafter named when settlement is made on each shipment of ores, and further within sixty days after the end of each year following approval of title by second parties attorney, and while roaylties are accruing hereunder, account to the first parties for royalties earned inthe preceding year, and pay first parties the amount of money by which the earned royalties have exceeded theminimum royalties for the preceding year, and this excess shall be credited to the total royalties due hereunder, but shall not relieve second parties from making annual or monthlyminimum royalty payments in succeeding years, and if the minimum royalty shall exceed the earned royalty for such year shall be credited to the earned royalty in succeeding years when the earned royalty is in excess of the minimum royalty.

(d)

Not to be required to pay, in any event, more than Two Hundred Thousand Dollars ($200,000.00) in royalties, either earned or minimum.

(e)

Make all payments and delivery all settlement sheets required hereunder to the escrow agent appointed herein, and payment to the agent shall relieve second parties from application thereof among the first parties or their successors.

4.

That first parties shall, as soon as it may reasonably be done, and as part of the title requirements hereunder to be

approved by attorney for second parties, cause to be made and executed, a good and sufficient instrument of conveyance of their interest in the above described mining claims, and deliver the same to the escrow agent appointed herein, and to be delivered by said escrow agent to second parties, their successors and assigns, upon payment of the above provided $200,000.00.

5.

That the parties hereto do hereby appoint the First Security Bank of Idaho, N.A., Hailey Branch, Hailey, Idho, escrow agent hereunder and instruct said agent to:

a. To accept and receipt for monies accruing hereunder in favor of first parties and distribute same to them, as by their written order direct.

b. To accept and hold the instrument of conveyance described hereunderin paragraph three and upon payment to said escrow agent of the total sum of Two Hundred Thousand Dollars ($200,000.00) in royalties to deliver said instrument to the second parties.

c. In the event the minimum royalty payments are not made within thity days of when the same are due and payable and after first parties have complied with the notice to be given in paragraph eleven thereof and if second parties do not comply therewith then to deliver said instrument of conveyance back to first parties.

In case of dispute or disagreement between the parties, said escrow agent is hereby authorized to hold all papers, money or other items in its possession until the parties have reached an agreement, or a court of law has decided the matter in dispute, and the parties hereto agree to indemnify said escrow agent against any loss, liability , or damage said escrow agent may sustain or incur in any action which may be brought by or against said escrow agentby reason of acting as escrow agent hereunder.

6.

Possession of said minig claims shall be delivered by first parties to second parties upon execution of this agreement by Harold McClure and Gertrude McClure, provided, however, that

the equipment thereon which has been reserved from the term of this agrement shall be removed by first parties within two years from the date hereof, and the camp buildings, while not reserved from this sale, may continue to be occupied by first parties rent free and shall be vacated by first parties and made available to the use of second parties upon terms and conditions to be agreed upon b the parties hereto. First parties shall also recieve any and all rentals from the grazing of the surface of saidmining claims, and until deed of conveyance has been delivered to second parties.

7.

That the parties hereto evaluate the royalties to accrue on the Junction claim, a ptented mining claim, at the total sum of Fiteen Thousand Dollars ($15,000.00) and no more shall be alloted to said claim, application of the royalties accruing hereunder to this claim shall be by agreement between the first parties, and second parties shall not be liable for distribution or application of the payments to be made under paragraph two between the Junction claim and the other claims subject to this agreement.

8.

That in each year while this agreement is in full force and effect, the second parties shall perform such assessment work and labor upon the mining claims described herein, and on each of them, as may be necessary under the laws of the United States and of the State of Idaho and make proof thereof as required by law and regulations.

9.

That second parties shall pay, when due, all taxes lawfully assessed and levied under the laws of the State of Idaho upon improvements, or other rights, property or assets of the

buyers, and values produced from claims, accord all workmenand employees complete freedom of purchase, and pay all wages due workmens and employees as required by law, and comply with all workmen's compensation laws, and laws relating to withholding tax and unemployment security. The second parties shall also keep posted on said premises adequate notices that they are in possession of same and they, not the first parties, are liable for all labor performed, supplies and materials used, and are responsible for all debts and expenses incurred in mining operation, a proper copy of said notice to be recorded in the office of the County Clerk where the property is situated by second parties.

10.

That second parties promise and agree: That all mining operations and workings shall be conducted in such a manner so as toremove all valuable deposits so far as is economically possible; that all shafts, inclines, and tunnels shall be well timbered (when goodmining practice requires timbering); that all underground timbering placed in the mines and necessary to the preservation of the property and safety of the workmen shallbe kept in good condition and repair and at no time shall such timbering be removed unless all of the valuable ore has been removed and such removal will in no way or manner interfere with or prevent future mining operationsin theland; that if this agreement be cancelled or terminated, then all underground timberings shall become the property of the first parties without compensation therefor tothe second parties; that all parts or workings when the ore is not exhausted and for good reasons not being worked shall be maintained in accordance with goodmining practices; to leave such pillars as may benecessary to support the cover and protect the

sloes, air course, runways, and hauling roads. In the event the second parties fail to perform the obligations on their part to be kept and performed hereunder and this agreement is terminated as hereinafter provided, the second parties shall have six months after the termination hereof, within which to remove from said premises all rails, airpipe, ties, hoists, machinery, temporary buildings and broken ores ready for shipment, rent free, and at second parties sole risk.

11.

That no privity of interest ixists between first parties and second parties, and that the latter ae in full control and possession of the premises and all parties employed thereon and that this agreement shallnot be and shall not be construed as a joint venture.

12.

That in the event that the second parties shall fils to make payments of royalties as herein provided, or make default in the performance or observance of any of the terms, convenants and stipulations hereof, the first parties shall serve notice of such failure or default, either by personal service or registered mail upon the second parties, and if such failure or default continued for aperiod of sixty days after the service of such notice, so then in that event, the first parties may, at their option, declare a forfeiture and cancel this agreement, whereupon all rights and privileges obtained by second parties hereunder shall terminate and cease, and the first parties may re-enter and take possession of said premises or any part thereof. All paymants of royalties made hereunder shall be retained by the first parties, for and as liquidated damges for the breach of this agreement, and such damages are hereby accepted as full damages for any such

breach, should the second parties at any time determine that there are not marketable ores in quality or in quantity that can be economically mined, they may cancel this agreement by giving to first parties written notice of such cancellation, which said notice shall be served personally, or by registered mail on first parties, and upon such cancellation, then and in that event, all obligations on their part to continue with payment of royalties shall from date of service of such notice forthwith cease. Such notices mentioned herein shall be deemed as being served upon personal service being accomplished, or upon deposit in United States Post Office, postage prepaid, registered, and addrressed to the address of the respective parties as appears with the escrow holder.

13.

First parties shall have the right, either personally, or by their agents duly authorised in writing to enter upon said premises, and all workings thereon, at all reasonable times for the purpose of inspection at their sole risk and expense, however. That the obligations herein contained, and each of them, shall extend to and be binding upon, and every benefit shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto, provided, however, the second parties may assign this agreement only to the Rustler Mining Corporation, a Wyoming corporation, authorised to do business within the State of Idaho, and to no other persons or corporation.

Rustler Min[illegible] Co.
835 E. 3rd. St.
Casper, Wyoming

Form
MF-103

IN WITNESS WHEREOF, The parties hereto have set their hands this _____day of February, 1955.

Witness:_____ _____

Witness:_____ _____

Witness:_____ _____

Witness:_____ _____

Witness:_____ _____

Witness:_____ _____

FIRST PARTIES.

Witness:_____ _____

Witness:_____ _____

SECOND PARTIES.

STATE OF _____ }
County of _____ } SS.

On this _____ day of _____, 1955, before me, the undersigned, a Notary Public in and for said State, personally appeared RALPH McCLURE, known to me to be the person described in the foregoing instrument and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

_____
Notary Public For:

My Comm. Exp:

STATE OF _____ }
County of _____ } SS.

On this _____ day of _____, 1955, before me, the undersigned, a Notary Publh, in and for said State, personally appeared WILLIAM T. DEACON, III., and FRED HARTNETT, 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 official seal on the day andyear in this certificate above written.

_____
Notary Public for:

My Comm. Exp:

7/25/55 glc

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

[redacted]C.
No. 157 Howard Street
Spokane 4, Washington

RECEIVED
JUL 25 1955

July 20, 1955

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

Re: Docket No. DMEA-3760 (uranium-lead)
Rustler Mining Company
Rustler Mine
Blaine County, Idaho

Dear Mr. Selfridge:

Enclosed are four copies of a memorandum by E. E. Nicholson, Geological Survey, on the examination of the Rustler Mining Company property in connection with their application for exploration assistance.

The property previously was weakly recommended by the Field Team for a lead-zinc exploration (Docket DMEA-1935), but the application was denied. Although some uranium has been found associated with the base-metal lenses, and a few interesting samples have been cut, the uranium content is insufficient to justify the search for more of these small and scattered lenses. Because of the heavy ground this search would be difficult and expensive. There is consequently no basis for reconsideration of the previous decision of the Operating Committee.

Also enclosed are four copies of a letter dated July 1, 1955, from George W. Walker, Geological Survey, Denver, who examined the property independently as part of his study of uranium-bearing veins. His conclusions are essentially in accord with those of Nicholson. Ernest E. Thurlow, in his letter of July 8, 1955, (four copies of which are enclosed) concurs with the denial of the application as submitted.

Possibly further investigation of the Cuzzo, Zip Top, and other veins on or near the property would be worthwhile, but until more work is done a DMEA contract does not appear to be justified. Therefore, we agree with Mr. Nicholson and recommend that the new application be denied.

Enclosed also for the files are the following:

(1) two sets (5 to a set) of consents to lien (on the old form, revised July 1, 1954) executed by or for the different owners, together with copies of a Power of Attorney;

(2) three copies of a geologic map submitted by the applicant;

(3) three copies each of assays by Black and Bowers of Salt Lake, and Smith of Boise, sent in by Bill Brooks of Bailey, Idaho, at our request through Warren L. Wagner of Boise, geologist for the company;

(4) three copies of a letter from Wagner dated May 28, 1955.

By Field Team, Reg. I, BM District

L. E. Whittemore, Dist. Officer
U. S. Geological Survey

Walter E. Bennett
For King G. Agnew, Member
U. S. Bureau of Mines

Enclosures as indicated

cc: USGS (2)
USGS (Wbo)
Richmond
AEC, Salt Lake

UNITED STATES
Department of the Interior
Defense Minerals Exploration Administration
Washington 25, D. C.

RECEIVED
JUL 25 1955

July 6, 1955

Memorandum

To: DMEA Field Team, Region I, Northwest District

From: Howard B. Nicholson, geologist, U. S. Geological Survey

Subject: Docket No. DMEA-5760 (uranium-lead), Application examination report, Rustler Mining Company, Rustler mine, Camas mining district, Blaine County, Idaho

INTRODUCTION

On March 22, 1955, Mr. William T. Deacon, secretary of the Rustler Mining Company, submitted to this office an application to explore for uranium on the Rustler property. The exploration applied for consists of deepening the existing 45° inclined shaft an additional 150 feet and driving 1,100 feet of crosscut and drift from a point 100 feet below the present level, off the proposed shaft. Other supporting work applied for will consist of 1½ miles of access road, half a mile of power line, a compressor house, timber-framing shed, and hoist house.

Warren Wagner, consulting geologist for the company, and William Brooks, mine foreman and stockholder in the company, accompanied the examiner during the field examination on April 21, 1955. The underground workings of the new inclined shaft were mapped, surface exposures were examined, and three samples were obtained.

After the field examination, the applicant was requested to furnish a geologic map of the surface in the vicinity of the prospect and to obtain additional ground north of the prospect. The additional claim was staked, and the surface geologic map and a vertical section through the outcrop of the vein were submitted to this office on June 2, 1955.

SUMMARY

William Brooks applied for DMA exploration assistance (Docket DMA-1935) for lead, and this application was denied in Washington, although the Field Team had hesitantly recommended a limited amount of exploration. The application was denied because geologic evidence suggested that the ore lenses were too small to develop a significant tonnage to increase the supply of strategic and critical minerals.

Since the above application was submitted, uraninite or scoty pitchblende has been discovered in sulfide ore. The uranium is associated with small lenses of galena, silver, and gold ore, as fissure fillings along fractures in the hanging wall and within the Rustler vein structure. The Rustler vein is a major structure that can be traced for approximately 4,000 feet along the surface. It is generally barren except for large lenses of quartz with minor sulfide minerals, and small iron-stained quartz lenses.

During 1954 the present applicant sank an inclined shaft 130 feet and drove 160 feet of crosscut and drift. This work exposed a flat lens of ore approximately 30 feet along its strike, 25 feet along its dip, and 6 to 8 feet thick; a 2-foot zone of this lens on the hanging wall contains galena, silver, and uranium ore. Samples taken during exploration by the applicant from this high-grade zone ranged from 3.44 percent to 1.62 percent U_3O_8. Other samples taken during the examination are lower grade. It is believed carefully hand-picked ore may average 0.75 percent to 1 percent U_3O_8 and produce a lead and silver ore that can be shipped or milled, depending upon its grade.

The applicant proposes to search for other lenses along the vein or in the hanging wall of the vein, as it is believed the lens found in the recent exploration will not continue downward. It is believed, however, that the chances of finding other small lenses at the depth proposed by the applicant's exploration are questionable. The exploration proposed is expensive because the work consists of deepening an inclined shaft and crosscutting and drifting in heavy and squeezing ground in the vein structure.

RECOMMENDATION

It is recommended that the application for exploration assistance be denied because the ore lenses found are small and geologic evidence does not suggest the existence of other lenses that could be found by the proposed exploration.

LOCATION AND ACCESSIBILITY

The property is 11 miles west of Hailey in secs. 7 and 8, T. 1 N., R. 17 E., Camas mining district, Blaine County, Idaho. It can be reached by traveling 9 miles west from Hailey on a good graded dirt road and then turning northwest on a 2-mile access road to the mine.

The winters in this area are usually quite severe with considerable snow, but the summers are mild and cool. Snow removal is usually necessary from December until April.

COMPETENCY OF THE APPLICANT

The applicant is considered competent to perform the work proposed in the application.

PROPERTY RIGHTS

The applicant owns or has control of three groups of claims consisting of about 52 contiguous claims which are listed and shown on the attached maps. Group I is held by Mine Lease and Option Agreement with Katie Y. Jones, Hailey, Idaho. Group II is held by Contract and Agreement to Purchase from Harold McClure and Gertrude McClure; Ralph McClure and Shirley McClure; and Bertha R. Scovel. Group III is held by right of location.

DESCRIPTION OF THE PROPERTY

The surface facilities at the property consist of a headframe and a small shed to house the hoist.

The underground workings consist of the Brooks level, approximately 282 feet long (map enclosed with the application); a caved shaft of undetermined depth; a new 130-foot, 45° inclined shaft; and approximately 160 feet of crosscut and drift from the 125-foot level in the shaft. Stoping and raising is being done off this new work at the present time. The applicant's underground geologic map is enclosed, and the examiner's underground geologic map and section illustrate this new work.

GEOLOGY

The Gold Belt district in the Hailey area in which the property is located is described by A. L. Anderson and W. R. Wagner in Idaho State Bureau of Mines and Geology Pamphlet No. 76, A geologic reconnaissance of the Hailey gold belt (Camas district), Blaine County, Idaho.

During the period from 1865 to 1907, gold and silver were mined from quartz veins containing minor amounts of sulfide; thereafter, only sporadic attempts were made to reopen some of the mines.

The deposits in the Bailey gold belt occur as fracture fillings along reverse faults in the quartz monzonite country rock which is part of the Idaho batholith. Other rocks in the vicinity consist of a few scattered aplite dikes, small pegmatites, and remnants of basalt that covered the eroded quartz monzonite surface.

Three important vein systems, as shown on the map enclosed with the Cowas structure, the Tip Top structure, and the Hattie or Rustler structure, exist in an area about 2 miles wide and 3 miles long.

The fissure-filling type veins occur in moderately low-angle reverse faults of west-northwest trend and northeast dip that possess lengths of 300 to 1,000 feet and widths up to 15 feet. The veins are largely composed of early barren coarsely granular quartz to which has been added a younger coarse comb quartz which contains the gold and sulfide minerals. The other minerals found in the veins are pyrite, chalcopyrite, galena, sphalerite, siderite, and uraninite.

Anderson and Wagner (Idaho Bureau of Mines and Geology Pamphlet 76, p. 11) describe the minerals in the district as follows:

> "In most of the gold-quartz veins the sulfides comprise less than 2 percent of the filling and consist chiefly of pyrite or of pyrite and lesser amounts of chalcopyrite, sphalerite, and galena. Some molybdenite has been found in veins in one part of the district, and tetrahedrite, in veins in another. Several veins also contain minor quantities of siderite.
>
> "The sulfides are generally confined to scattered grains and crystals which are distributed irregularly and sporadically through the quartz filling. In most veins pyrite is the only sulfide readily distinguished; small grains of chalcopyrite appear infrequently, sphalerite and galena are more widely and abundantly distributed, particularly in the eastern part of the district. In the two veins in which it has been found, the molybdenite forms widely scattered grains and veinlets in quartz, here and there accompanied by chalcopyrite. Tetrahedrite occurs sparsely as small grains with galena in some of the narrow veins in the eastern part of the district.

"In only a few places have the sulfides been found in appreciable quantity, mostly as irregular bunches and small masses composed largely of galena and lesser chalcopyrite and sphalerite. Ore of this kind occurs at the Black Cinder, in part as impregnations of the country rock. In some of the veins in the eastern part of the district the galena forms fairly closely spaced grains of relatively large size. Lenses and pods composed of massive galena with subordinate sphalerite and measuring some feet in length have been found as impregnations of a lamprophyric dike at the Comas No. 2 mine. This ore is different and does not appear to be a part of that which composes the gold-quartz veins."

The small occurrences of galena described in the last paragraph resemble the small lenses found at the Rustler mine.

At the time of the examination, the occurrence was difficult to see because the walls and backs of thedrift were obscured by the timber which was required to support the heavy ground. The uraninite, or sooty pitchblende, which was tentatively identified in hand specimens by Paul Weis, geologist, Geological Survey, during a visit to the property, seems to occur especially in a 2-foot zone on the hanging wall of the flat lens; minor amounts are scattered in the vein quartz below this 2-foot zone. A sample from the first crosscut in this zone assayed 0.50 percent eU. This zone is also rich in galena and other sulfide minerals (see attached map).

A small lens of lead carbonate located on the hill above the shaft shows very little radioactivity. Another small lens of galena exposed in the Brooks drift also shows very little radioactivity, and to date, only the lens found in the new work contains uranium ore of commercial grade. Previous production from these exposures is believed to be less than 200 tons.

During the examination several steep-dipping hanging-wall structures exposed by bulldozer trenches in the vicinity of the oriental mine showed appreciable radioactivity. These veins in most instances were very narrow, but at one place the exposed gossan was 2 to 3 feet wide and extended several hundred feet. Some exploration by sinking or drifting on the ore might discover a small deposit of commercial ore in this particular spot. Dwight L. Schmidt, geologist, Geological Survey, who was examining uranium occurrences in this area during the summer of 1954, found considerable radioactivity in the Comas structure.

Mr. Wagner describes the alteration of the vein zone as intensecand continuing into the wall rock for short distances. Sericitization and kaolinization predominate; silification appears to

be minor and local. In the drift off the inclined shaft considerable post-mineral faulting and crushing were evident. In the east end of the drift, the quartz in the vein was completely brecciated and mixed with wall rock gouges. The ore lens was also brecciated and several faults were evident. The intense alteration and later movement along the structure made it necessary to closely timber most of the drift, and at the time of the examination this timber was taking considerable weight.

The lens of ore in the hanging wall of the structure is apparently a fissure filling along a small braided fault created during the reverse movement of the main structure. The ore body was obscured by timber; the geologic evidence which could be observed is shown on the attached sketch. Radioactivity was high just north of the large fault or the main Rustler structure and continued along the drift to the quartz vein which apparently cut the lens. Radioactivity was especially high in the back of the drift close to the richer zone (see attached sketch). Beyond this point to the face of the drift the counter registered just above background. In the face of the first crosscut the ore lens was faulted, apparently by a normal fault. The white quartz vein crossing the drift was barren of mineral, and the wall rock to the east was granite.

During the examination three samples were taken; these samples and their assays are as follows:

Sample No. 423A was taken from a low-grade stockpile which was mined from the east end of the drift on the Rustler structure. This sample assayed 0.02 ounce gold, 0.3 ounce silver, and 0.6 percent lead. The sample was not assayed for uranium because no radioactivity was found in this part of the drift or from the stockpile.

Sample No. 424A was taken from a stockpile which was mined from the first crosscut cut and represents the lower-grade material from the footwall of the lens. This sample assayed 0.05 ounce gold, 1.3 ounce silver, 1.2 percent lead, and 0.02 percent eU_3O_8.

Sample No. 425A was cut wherever it was possible to see the ore lens between the lagging and spiling on both sides of the drift and in the first crosscut. This sample assayed 0.09 ounce gold, 2.5 ounces silver, 5.3 percent lead, 0.14 percent eU_3O_8 and 0.163 percent eU_3O_8.

Paul Weis cut two samples during a previous visit. One sample cut from the 2-foot richest zone in the east wall of the first crosscut assayed 0.5 percent eU. The other sample cut along the north wall for approximately 20 feet and just east of the quartz vein assayed less than 0.01 percent eU.

Since the examination the applicants have raised on the ore and stoped toward the main structure. Mr. Wagner, consulting geologist, stated that the ore was pinching out toward the main structure and that the ground was very heavy and was expected to cave.

A recent request for additional samples from ore now being mined was answered by William Brooks, who gave an estimate of the ore mined to date and the grade from grab samples as follows:

From a 3-ton stockpile, a sample assayed 0.506 percent U_3O_8;

From a 13-ton stockpile of high-grade lead, silver, gold, zinc, and low-grade uranium, a sample assayed 47.6 percent lead, 15.2 ounces silver, 0.11 ounce gold, and 2.6 percent zinc;

From the 100-ton mill pile, a sample assayed 0.188 percent U_3O_8; and

From a 400-ton stockpile, one sample assayed 3.6 percent lead, 1.5 ounces silver, 0.05 ounce gold, and another sample assayed 7.0 percent lead, 3.5 ounces silver, 0.11 ounce gold, and 5.2 percent zinc.

It is believed most of the ore has now been mined.

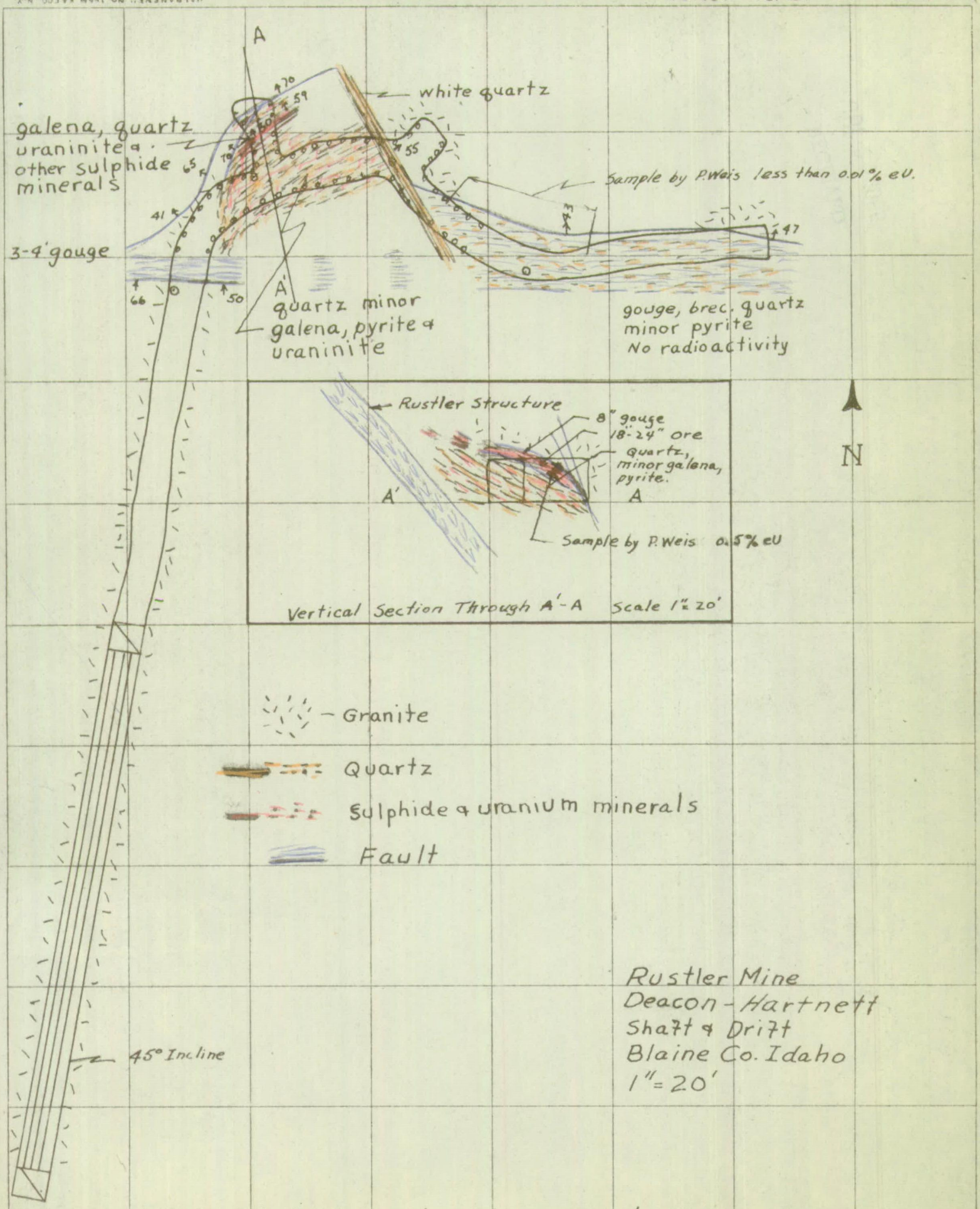
CONCLUSION

Surface exposures and the small lens found underground do not provide information as to a logical location for directing exploration, and the chance of finding a sufficient quantity of ore at greater depth to compensate for expensive exploration seems remote. It is, therefore, recommended that the application be denied.

Attachment - 1

Distribution:
DMEA (4)
USBM (2)
USGS (SRO)
AEC, SLC
AEC, Butte
Docket
Nickelson

Docket No. D.M.E.A. 3760



Note: Inclined Shaft and crosscut copied from W. Wagner's map.

RECEIVED
JUL 25 1955

IN REPLY REFER TO
Geologic Division

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER, COLORADO

REFER TO	ACTION	NOTED	INF
al		al	
Nick			
ANSWERED			

July 1, 1955

Mr. A. E. Weissenborn
U. S. Geological Survey
South 157 Howard Street
Spokane 1, Washington

Dear Al:

As per your request, I will attempt to give you briefly my thoughts concerning a DMEA loan for the Rustler Group, Blaine Co., Idaho. There is little point in describing the geology as I imagine that Nick has covered this adequately.

Available data indicates that lead mineralization may be fairly widespread and local concentrations represent "good" grade lead ore; uranium mineralization, on the other hand, is very spotty and is not as widely distributed as the lead minerals. I doubt that any significant quantity of uranium ore can be developed on the property, although poor exposures both on the surface and underground make this conclusion pretty much of a horse-back guess.

My general impressions are that 1) the property has some merit as a lead prospect and 2) little, or questionable, merit as a uranium prospect. I can see little justification to explore the property soley for uranium; I might recommend limited exploration for lead with uranium as a side issue.

With best wishes, I am

Sincerely yours,

George

George W. Walker

RECEIVED
JUL 6 1955
U S G S
SPOKANE WASH

UNITED STATES
ATOMIC ENERGY COMMISSION
DIVISION OF RAW MATERIALS
Salt Lake Exploration Branch

ADDRESS REPLY TO:
U. S. Atomic Energy Commission
P. O. Box 2186
Salt Lake City, Utah
and refer to

Action	Initial	Notify	Date

July 8, 1955

RECEIVED
JUL 28 1955

Mr. A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region I
U. S. Geological Survey
South 157 Howard Street
Spokane 4, Washington

Dear Al:

Thank you for your letter of June 30 concerning an application for uranium exploration assistance from the Rustler Mining Company, Elaine County, Idaho.

Our geologists who visited the property considered its uranium potential as questionable; however, they were somewhat enthused about the showing of lead in the new workings and suggested that a DMEA loan might be appropriate for lead or perhaps a combination of lead and uranium.

Inasmuch as the ore cannot be treated at existing uranium plants for the recovery of anything other than the uranium, we have advised the company that there is no objection to their shipping a few test lots of lead ore as long as they have an AEC license and provide us with pulps for uranium assay. There is apparently some finely divided pitchblende in the ore but it has more of a tendency to occur in pockets than does the lead ore. This deposit has much in common with some of the base metal veins in the Boulder batholith, and we agree that the possibility of the exploration funds being returned to the Government is very remote when considered on the basis of uranium alone.

We concur with your recommendation to deny the application as submitted.

Sincerely yours,

Ernest [illegible]
Chief
Salt Lake Exploration Branch
Division of Raw Materials

RECEIVED
JUL 11 1955
U. S. G. S.
SPOKANE, WASH.

COPY

Bill Brooks
Bailey Idaho
June 16th/55

RECEIVED
JUL 25 1955

Howard B Nickleson
Howard St
Spokane Wash

Dear Mr. Nickleson.

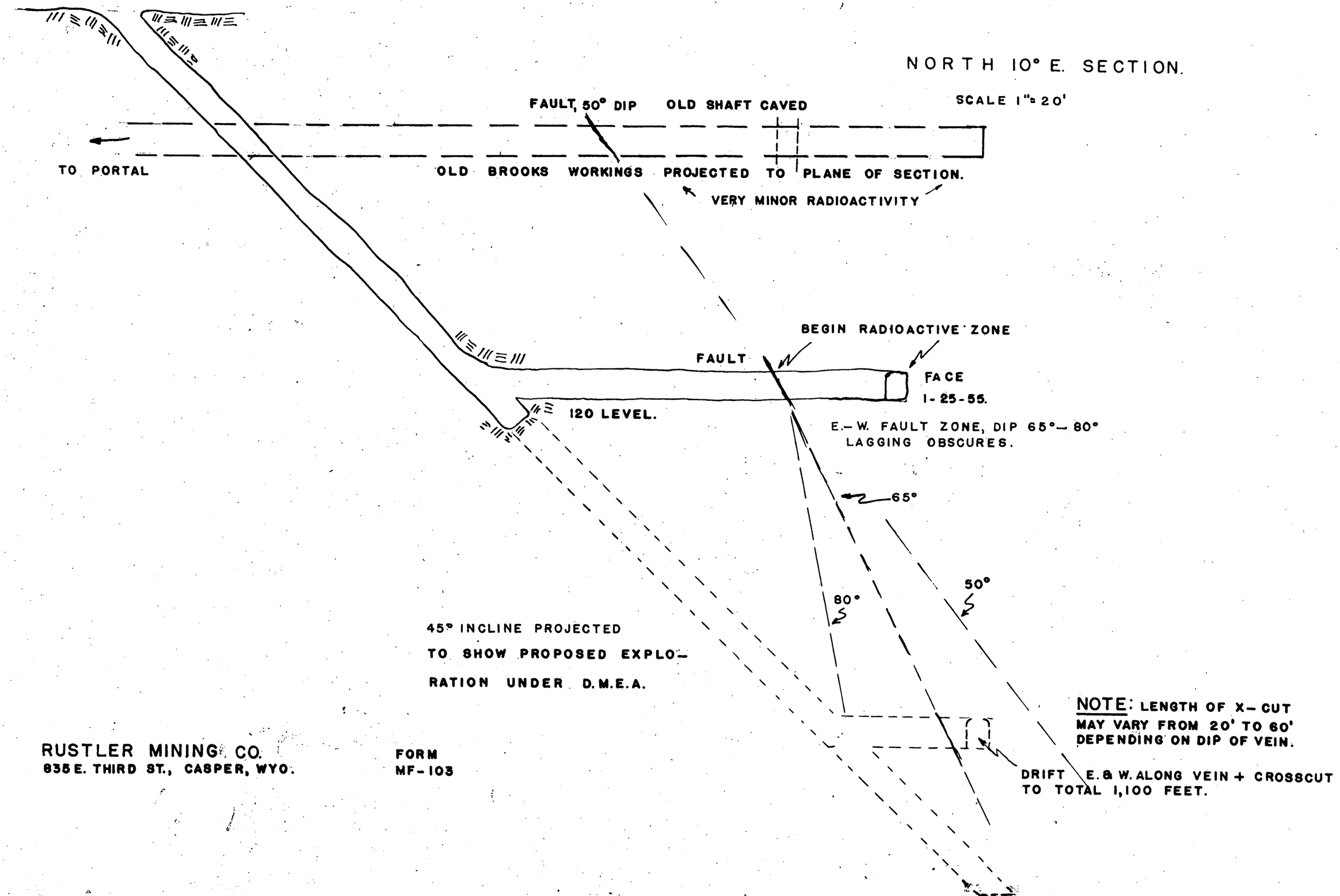
Mr. Wagner just called me and ask to send you what assays I have taken. The one to Black and Deason was a sample I sent to vitro mill in Salt Lake to see what they could do with this type of ore it weighed about ten lbs and showed no sulfides it was sooty black. Another sample I sent to Smith in Moab went 0.306% Uranium this was rep. of the 3 ton low stock piled. also stock piled is about 13 ton of hi grade lead silver gold zinc and low uranium. one sample of the lead pile not rep. 47 .6 lead 15.2 silver .11 gold 2.6 zinc. a grab sample of the mill pile about 100 ton went 0.188 uranium other samples for base metals as follows about 400 ton in stock pile lead 3.6 silver 1.5 gold .05 (No 2.) 7% lead 3.5 silver .11 gold 5.2 zinc. I think the 13 ton of hi grade could possibly hold up to .10 uranium however no one will pay us for base metals and uranium. Glad to see that the loan is being worked with.

assays (3 copies 2 to) attach.

Best regards

/s/ Bill Brooks
Bill Brooks

MAP NO. 3. SECTION (DEACON-HARTNETT WORKINGS WITH PROPSED EXPLORATION PROGRAM SHOWN BY DASHED LINES.)



RUSTLER MINING CO.
835 E. THIRD ST., CASPER, WYO.

FORM
MF-103

Date of Lode April 20 1885 Location.
Mill site April 20 1885

SURVEY No. 565. A & B.

PLAT

OF THE CLAIM OF

The Idaho Gold Mining Company of Utah

UPON THE

RUSTLER LODE & MILL-SITE

Mineral Hill MINING DISTRICT

Ultura COUNTY.

IDAHO TERRITORY

Containing an area of { Mill site [illegible] / Lode [illegible] } acres

Scale of 200 feet to the inch.

Variation 18° 30' East

SURVEYED BY

Frank C. Mandell

U. S. Deputy Mineral Surveyor.

April 5th 1881

The [illegible] of the claim of

The Idaho Gold Mining Company of Utah

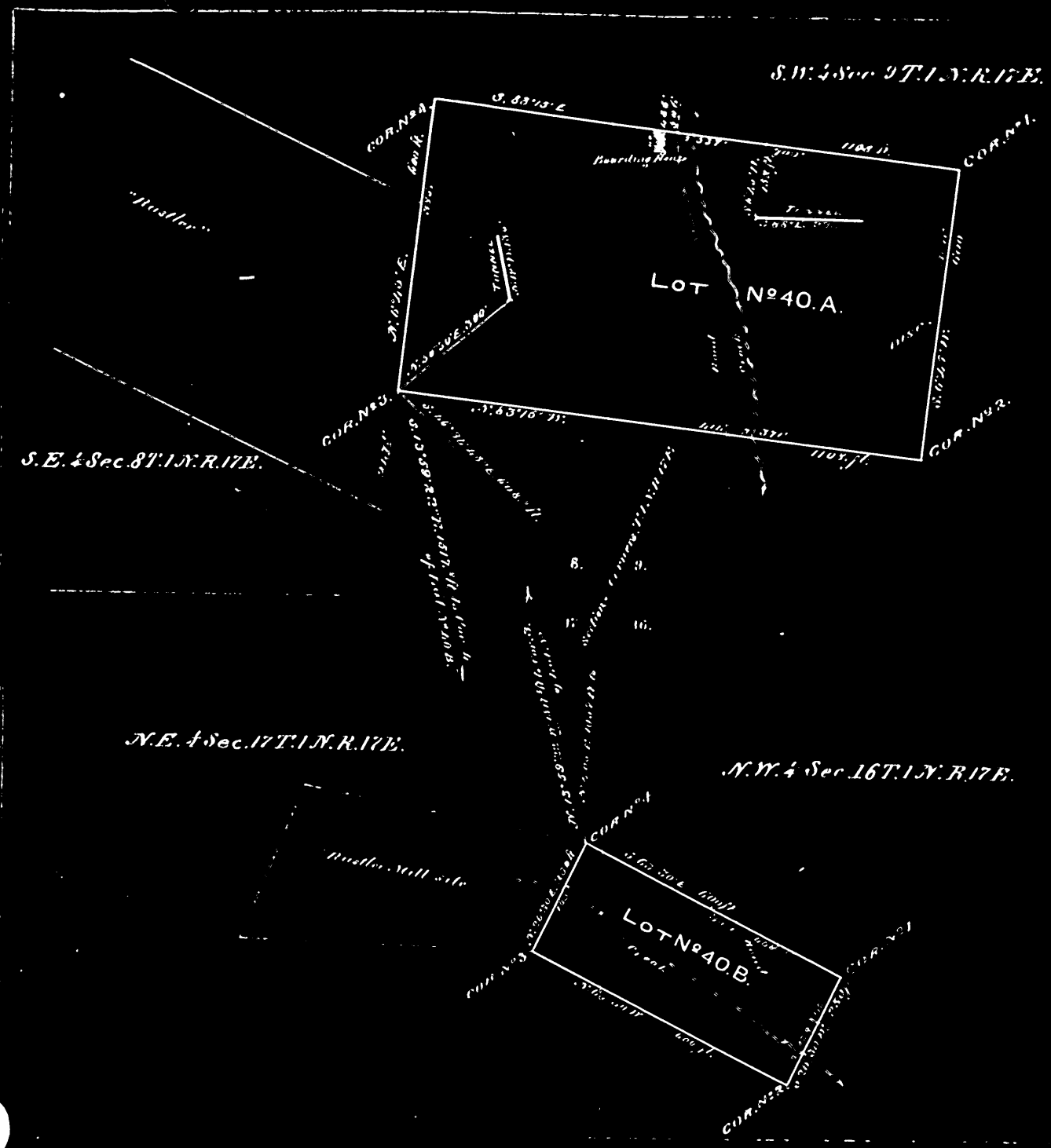
upon the Rustler Lode & Mill site

from which the [illegible] and approved, and accompanying [illegible] certify that they have [illegible] said mining claim as well, [illegible] true full [illegible] and [illegible] feet [illegible] and [illegible] feet [illegible] and [illegible] feet [illegible] and [illegible] feet [illegible]

[illegible] certify [illegible] made [illegible] the survey thereof.

[illegible] Joseph C. Stoughton

[illegible]



Date of Locate Mineral Survey No. 564 A & B

Location

SURVEY No. 564 A & B

PLAT

OF THE CLAIM OF

The Idaho Gold Mining Company of Utah

UPON THE

DONOVAN LODE & MILL-SITE

Mineral Hill MINING DISTRICT

T. 1 N. R. 17 E. Alturas COUNTY,

IDAHO TERRITORY

Containing an area of *Lode* *1.323* *Mill* *0.643* acres.

Scale of *200* feet to the inch.

Variation *18°30'* East.

SURVEYED BY

Frank C. Mussdell

U. S. Deputy Mineral Surveyor.

April 20th to 4th *1887.*

The original field notes of the survey of the claim of

The Idaho Gold Mining Company of Utah

upon the Donovan Lode & Mill site

from which this plat has been made, have been examined and approved, and are on file with the [illegible] certify that they have [illegible] the system of said mineral claim as well, if [illegible] and patent, correctly delineate the measurements and that reference is made thereon to natural objects and permanent monuments as will perpetuate and fix the lines thereof. I further certify that the [illegible] shown on this plat are those by the applicant [illegible] and that less than five [illegible] monuments [illegible]

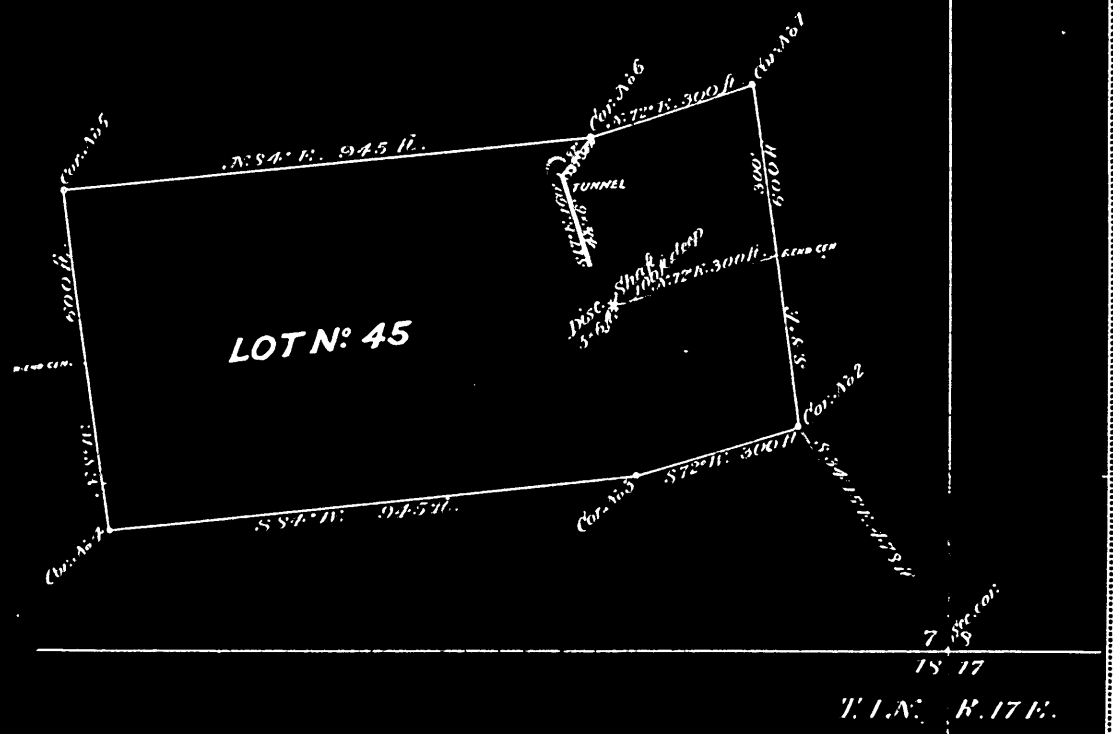
[illegible]

as appears by the report of the Deputy Surveyor and the testimony of two disinterested witnesses. And I further certify that this is a correct plat of said mineral claim made in conformity with said original field notes of the survey thereof.

U. S. Surveyor General's Office
Boise City, Idaho
May 24th 1887.

Joseph A. Williams
U. S. Surveyor General for Idaho

(4-675)



Claim Located _____ April 30th 1895

Mineral Survey No. 882

LOT No. 45

Hailey _____ Land District.

PLAT

OF THE CLAIM OF

Reginald F. Butler and Thomas Connolly

KNOWN AS THE

JUNCTION LODE

In Sec. 7 T. 1 N. R. 17 E. Mineral Hill MINING DISTRICT.

Logan COUNTY, Idaho.

Containing an area of 17.078 Acres.

Scale of 200 feet to the inch.

Variation 15° 30' East

SURVEYED September 25th 1890 BY

Frank C. Mandell,

U.S. Deputy Mineral Surveyor.

The Original Field Notes of the Survey of the Mining Claim of Reginald F. Butler and Thomas Connolly known as the

Junction Lode

from which this plat has been made under my direction have been examined and approved, and are on file in this office and I hereby certify that they furnish such an accurate description of said Mining Claim as will, if incorporated into a patent, serve fully to identify the premises, and that such reference is made therein to natural objects or permanent monuments as will perpetuate and fix the locus thereof.

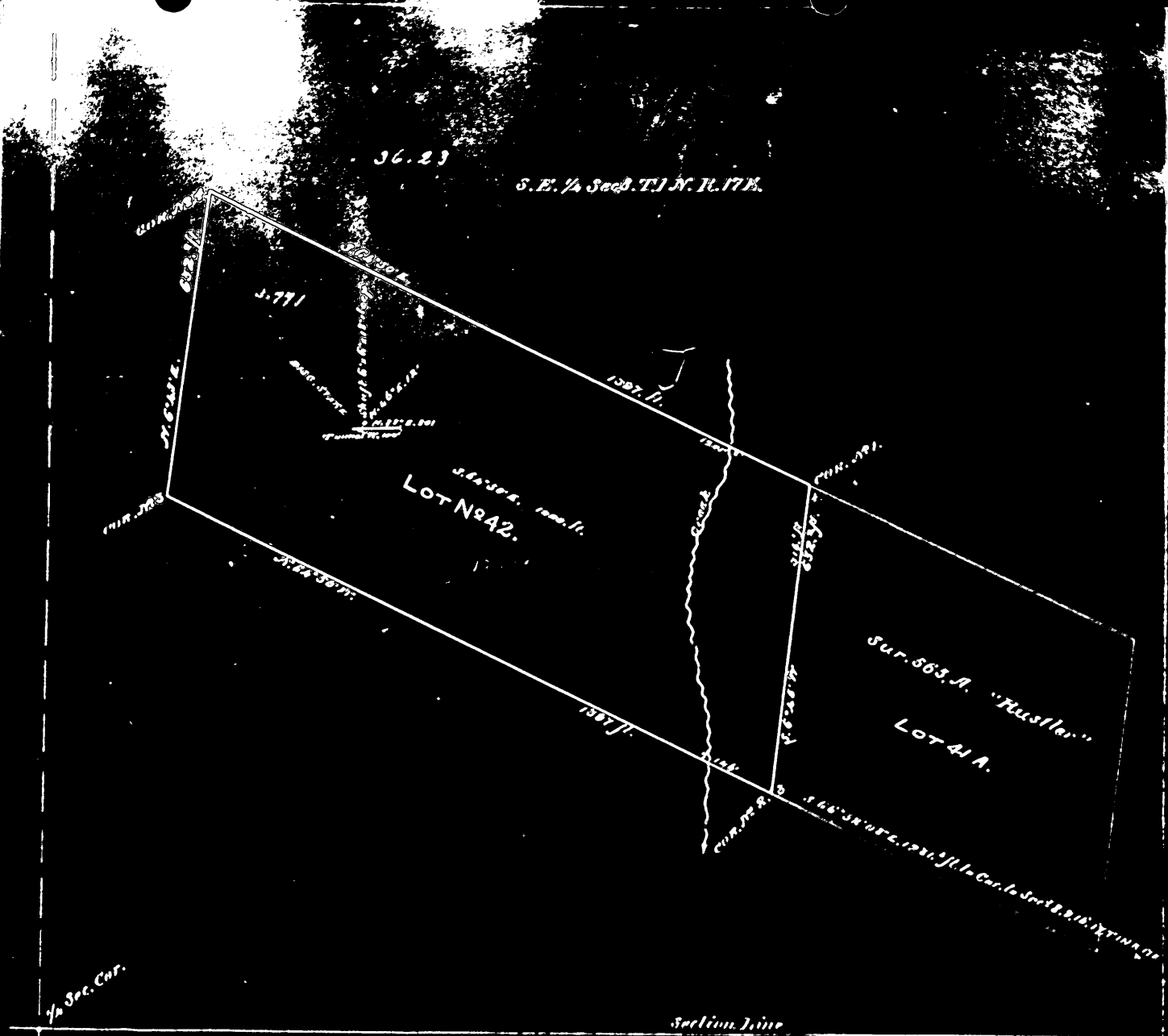
I further certify that Five Hundred Dollars worth of labor has been expended or improvements made upon said Mining Claim by claimants ——— or their grantors, and that said improvements consist of a shaft 100 feet deep in quartz and a tunnel 50 feet long in granite, as appears by the report of the Deputy Surveyor and the testimony of two disinterested witnesses ——— that the location of said improvements is correctly shown upon this plat, and that no portion of said labor or improvements has been included in the estimate of expenditures upon any other claim.

And I further certify that this is a correct plat of said Mining Claim made in conformity with said original field notes of the survey thereof; and the same is hereby approved.

U.S. Surveyor General's Office. William Ireland

Boise City, Idaho. U.S. Surveyor General for Idaho.

October 28th 1890



Case No. 7,[illegible]

Serial No. 366

PLAT

OF THE CLAIM OF

The Idaho Gold Mining Company of Utah

UPON THE

DONOVAN No 3 LODE

Mineral Hill MINING DISTRICT

Alturas COUNTY,

IDAHO TERRITORY

Containing an area of 19.237 acres.

Scale of 200 feet to the inch.

Variation 18° 30' East.

SURVEYED BY

Frank C. Mundell

U. S. Deputy Mineral Surveyor.

April 3rd & 4th 1882

The original field notes upon the survey of the claim of

The Idaho Gold Mining Company of Utah

upon the Donovan No 3 Lode

from which this plat has been made, have been examined and approved, and are on file in this office, and I hereby certify that they furnish an accurate description of said mining claim as well, if not more accurate than patent, were fully to identify the premises, and that such reference is made thereon to natural objects and permanent monuments as will perpetuate and fix the lines thereof. I further certify that the value of the labor and improvements placed thereon by the applicant or its grantors is not less than Five Hundred Dollars, and that said improvements consist of a tunnel eight feet wide, eight feet high, [illegible] feet long, and a shaft [illegible] feet, eight feet deep

as appears by the report of the Deputy Surveyor and the testimony of two disinterested witnesses. And I further certify that this is a correct plat of said mining claim made in conformity with said original field notes of the survey thereof.

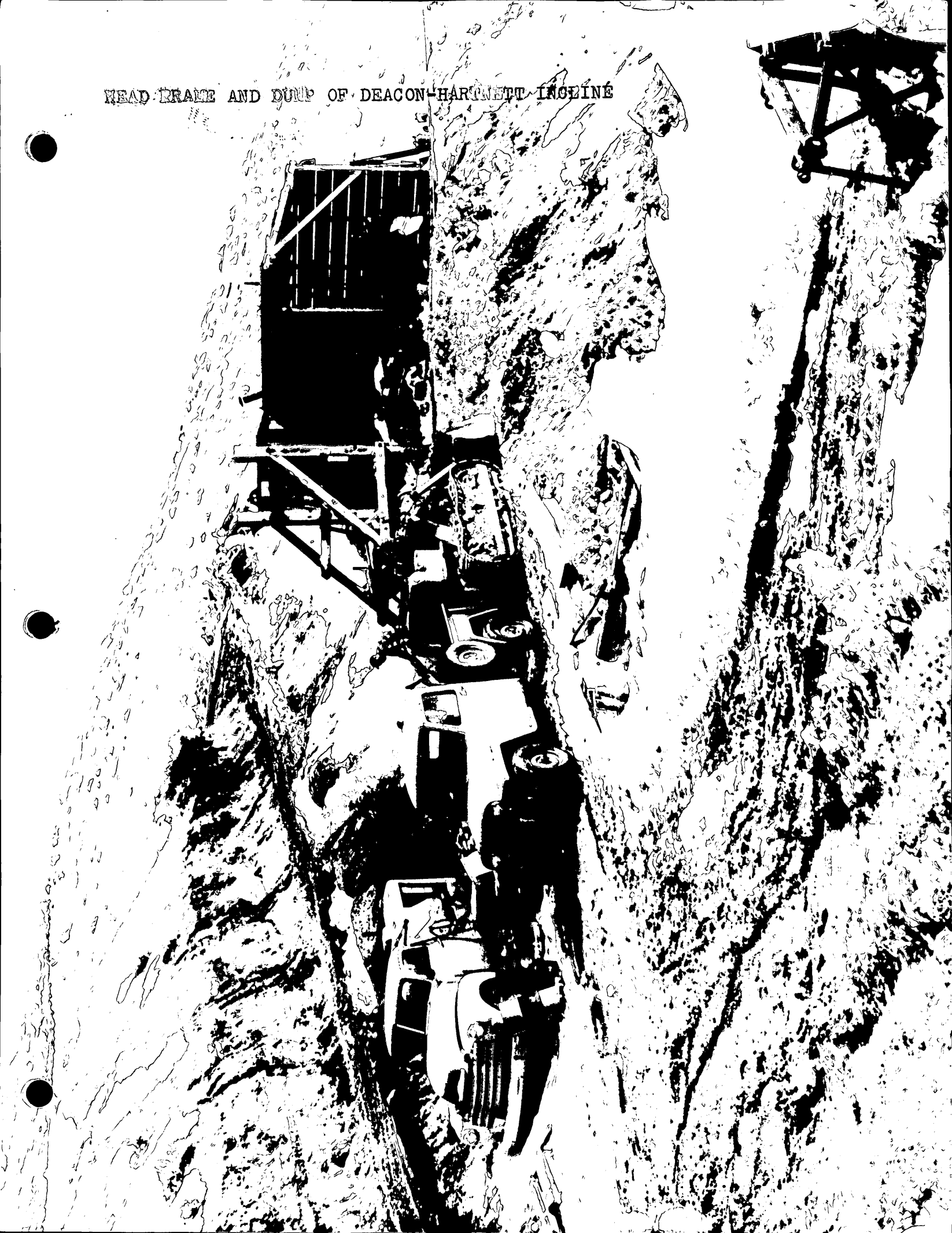
U. S. Surveyor General's Office, Boise City, Idaho.

May 24th 1882

Joseph L. Slaughter

U. S. Surveyor General for Idaho

HEAD FRAME AND DUMP OF DEACON-HARTNETT INCLINE



RECEIVED
JUL 25 1955

COPY

Smith's Laboratory
Chemist and Assayer
Moab, Utah

Bill Brooks
Baily
Idaho

May 24, 1955

Sample Description	% U_3O_8	% V_2O_5	% Au	% Ag	% Pb	% Zn
No. 1 Float	1.906	Please disregard this; I found this 3 mi. south				
No. 2 Hi	0.306	Representative of 3 ton				
No. 3 Stock Pile	0.188	" " 100 ton				
			.11	15.2	47.6	2.6
Hi grade	Lead-silver					

Total charges $9.00 Paid

J. Earl Smith
Chemist

WARREN R. WAGNER • GEOLOGIST • 2210 OVERLAND, BOISE, IDAHO • PHONE 4-1925

Dr. A.E. Weissenborn, Exec. Officer
United States Geological Survey
South 157 Howard Street
Spokane 4, Washington

Re: Docket No. DMEA-3760 (uranium)
Rustler Mining Company
Blaine County, Idaho

Dear Al:

In answer to your letter of May 6, 1955, concerning additional information on the Rustler Group of Claims belonging to the Rustler Mining Company, 835 E. 3rd Street, Casper, Wyoming, I am sending along 4 copies of a geologic map along the vein for approximately 1,000 feet east and west of the shaft. A vertical cross-section is included on the same sheet, and the proposed work is plotted on the cross-section.

The company has been mining some of the ore from above the 1st level. The ore consists of galena, sphalerite and uraninite in shattered quartz. The ore is being hand-sorted into a highgrade galena-uranium product, a medium grade galena-uranium product and mill rock. Some mill tests are to be run shortly.

In regards to the fraction claim that appears to be open, the Rustler Mining Company filed on this ground and call the claim the Hornet. The records are in Book 157, Page 219. It is the desire of the company that this claim be added to the list of claims to be included in the proposed contract.

Sincerely,

Warren R. Wagner

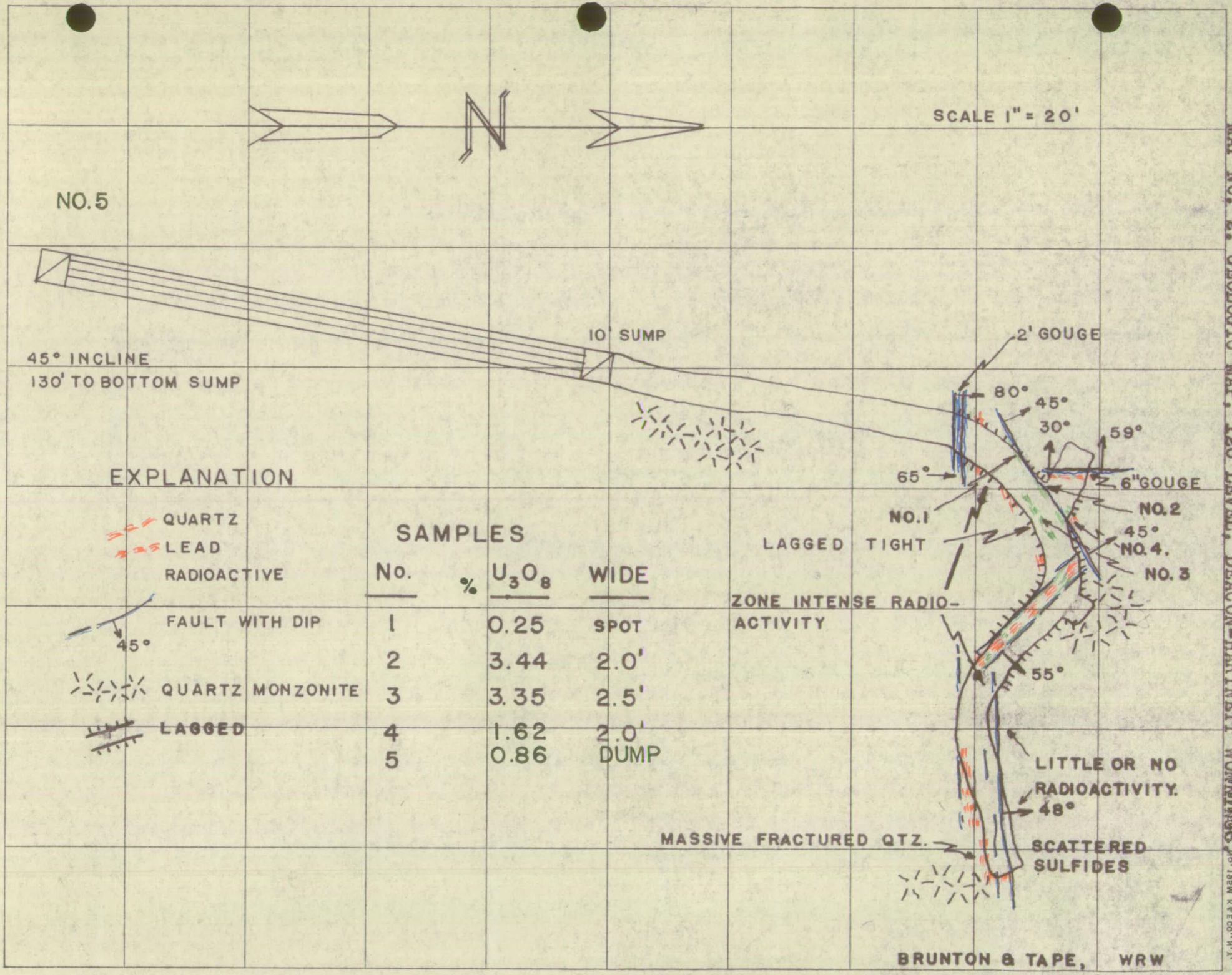
Warren R. Wagner

RECEIVED
JUN 2 1955
U.S.G.S.
SPOKANE, WASH.

RECEIVED
JUL 25 1958

MAP NO. 2. GEOLOGIC MAP, 120 LEVEL, DEACON-HARTNETT WORKINGS

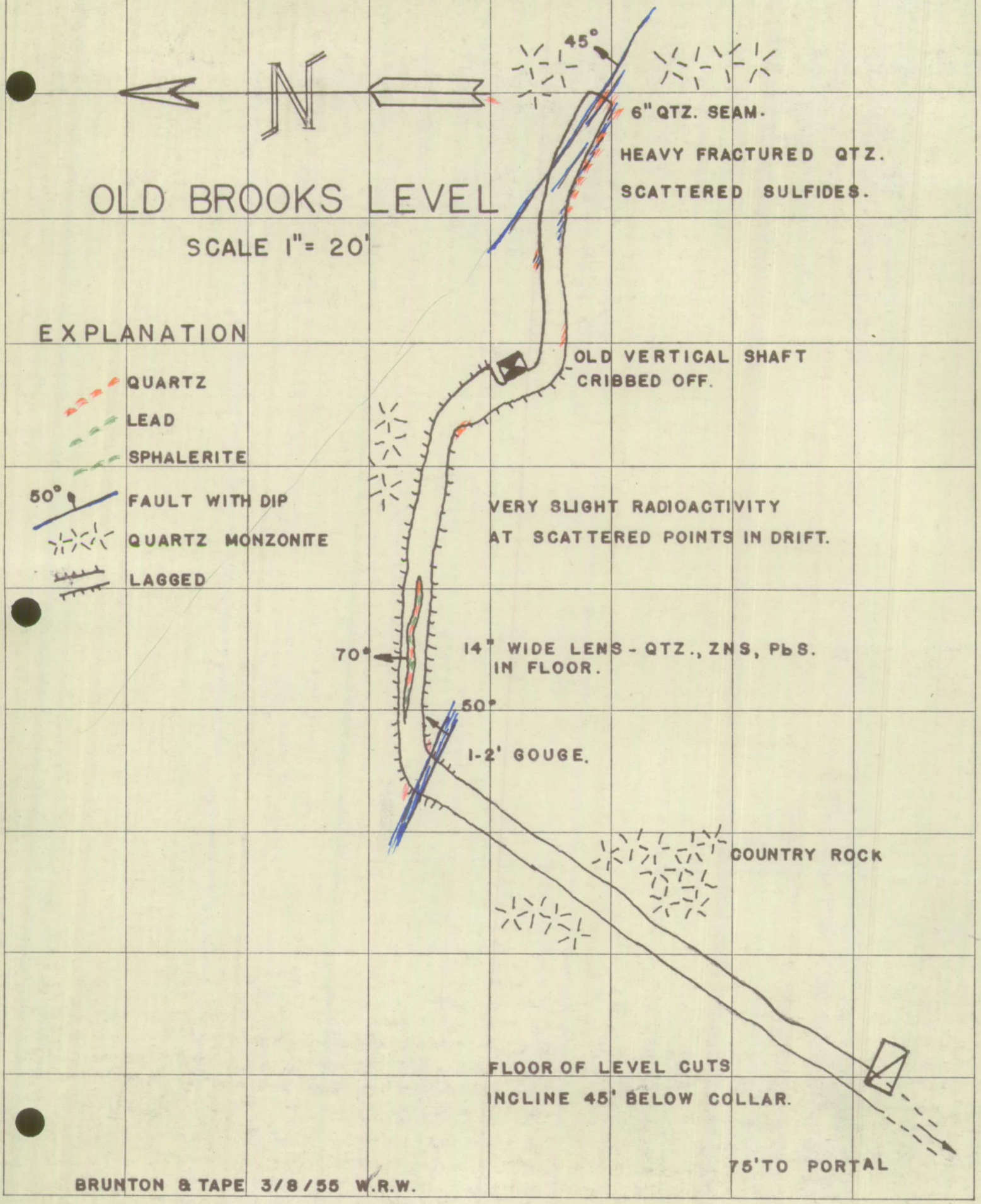
RUSTLER MINING CO., 835 E. 3rd. St.
Casper, Wyoming.



Form
MP-103

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
APR - 4 1955

MAP NO. 1. GEOLOGIC MAP, BROOKS LEVEL (Intersects Deacon-Hartnett workings at 45' below collar of incline)



RUSTLER MINING COMPANY, 835 E. 3rd. St.
Casper, Wyoming

Form
MF-103

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR - 4 1955

DMEA

P. O. BOX 1888
165 SOUTH WEST TEMPLE ST.

CERTIFICATE OF ASSAY

BLACK & DEASON

ASSAYERS AND CHEMISTS

TELEPHONE 3-2563

RECEIVED
JUL 25 1955

Rustler Mining

SALT LAKE CITY 10, UTAH, May 16, 1955

ASSAY PER TON OF 2000 POUNDS

NAME	NO.	OUNCES GOLD	VALUE GOLD PER TON	SILVER OUNCES	WET LEAD %	COPPER %	INSOLUBLE %	ZINC %	%	IRON %	%
									Uranium $_3O_8$		
		0.22		5.2	46.0				0.96		

CHARGES $ 7.50

C. Deason

P. O. BOX 1888
165 SOUTH WEST TEMPLE ST.

CERTIFICATE OF ASSAY

TELEPHONE 3-2563

BLACK & DEASON

ASSAYERS AND CHEMISTS

Rustler Mining

SALT LAKE CITY 10, UTAH, May 16, 1955

ASSAY PER TON OF 2000 POUNDS

NAME	NO.	OUNCES GOLD	VALUE GOLD PER TON	SILVER OUNCES	WET LEAD %	COPPER %	INSOLUBLE %	ZINC %	%	IRON %	%
									Uranium U_3O_8		
		0.22		8.2	46.0				0.96		

CHARGES $ 7.50

F. S. Deason

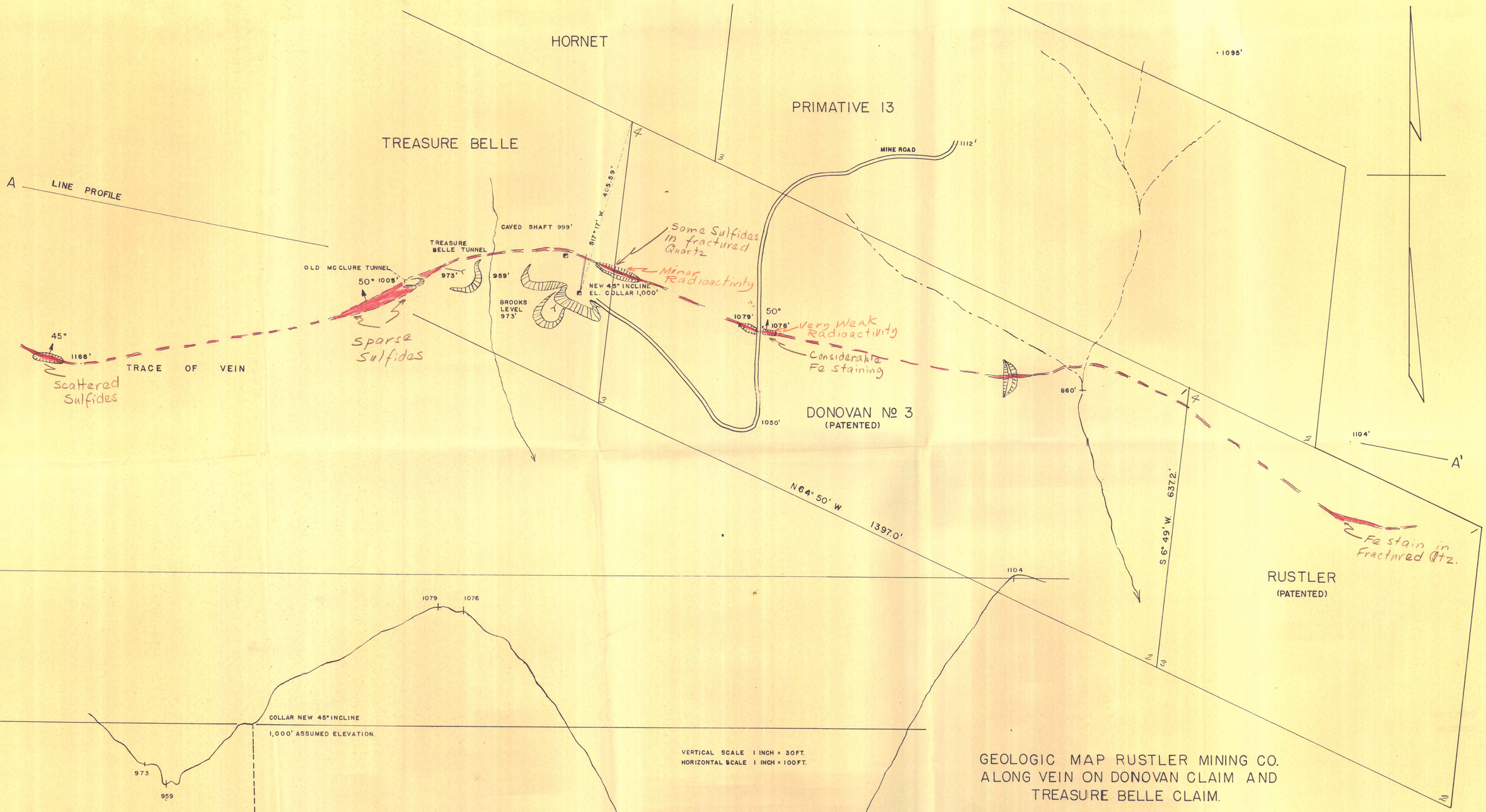
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

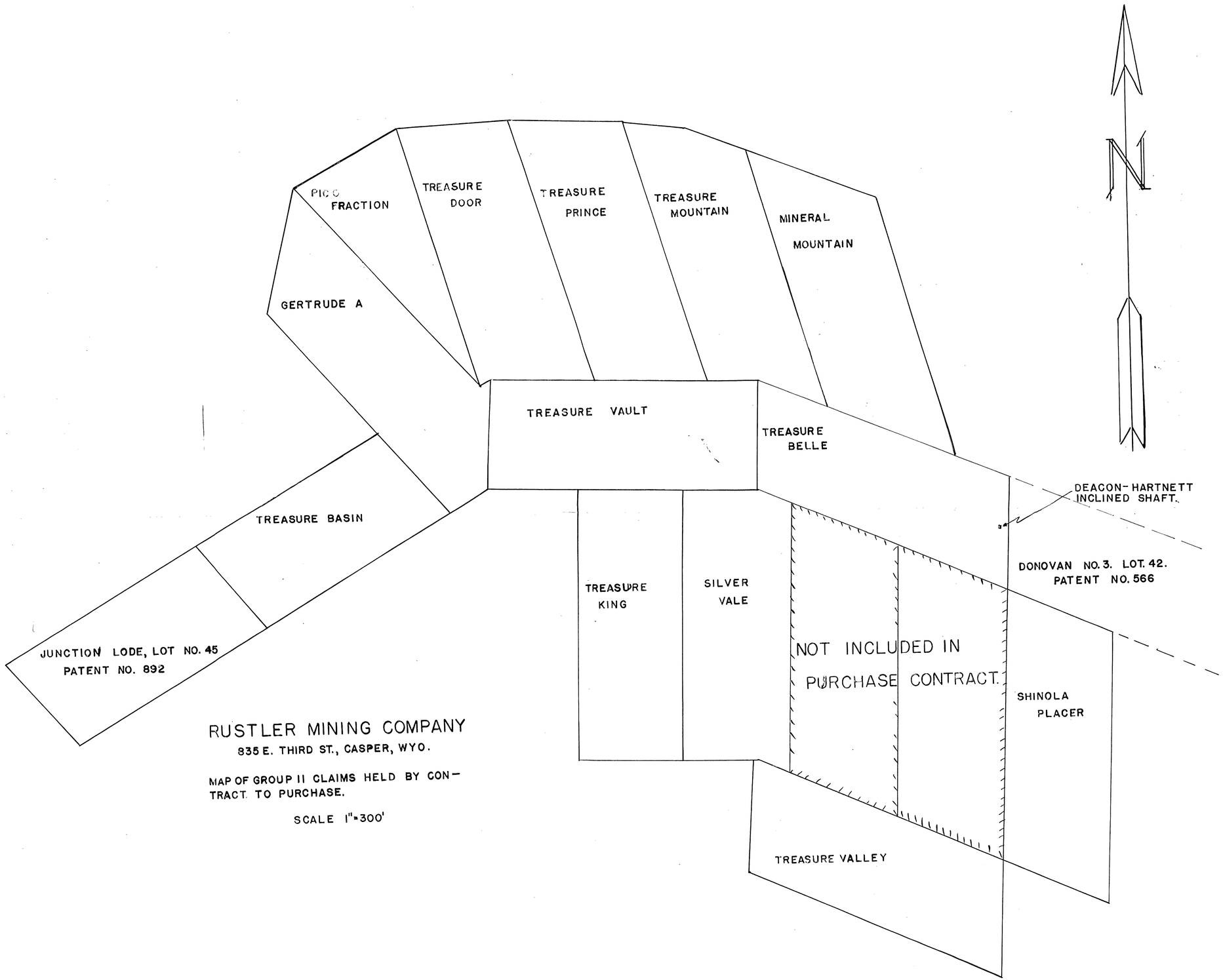
OFFICIAL BUSINESS

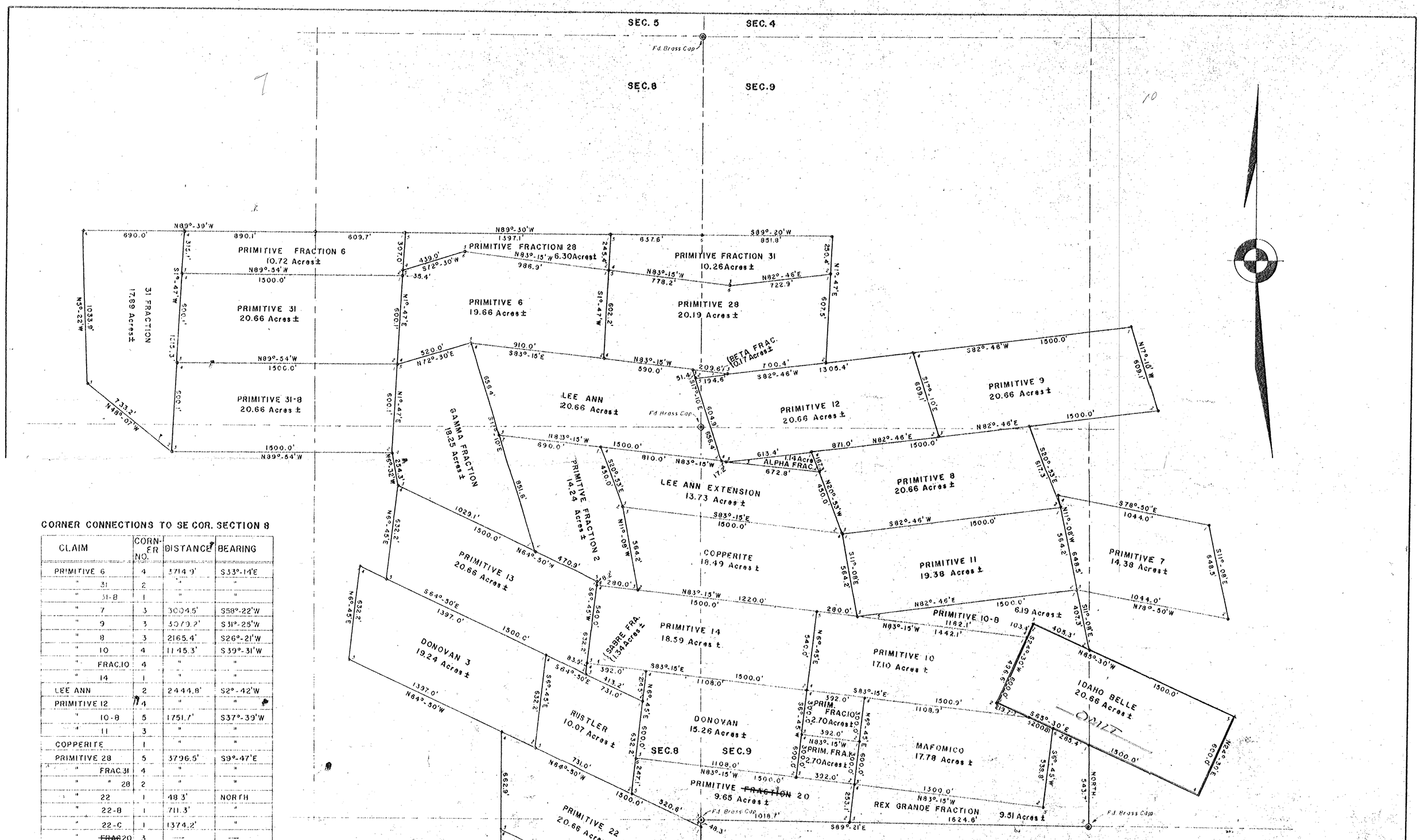
~~224 NEW CUSTOMHOUSE~~
~~DENVER 2, COLORADO~~

FEB 8 1956 COLO.

Defense Minerals Exploration Administration
U.S. Dept. of the Interior
Interior Bldg.
Washington 25, D.C.


HORNET
PRIMATIVE 13
TREASURE BELLE
A LINE PROFILE
MINE ROAD
1112'
1095'
CAVED SHAFT 999'
TREASURE BELLE TUNNEL
OLD MC CLURE TUNNEL
50° 1005'
973'
959'
BROOKS LEVEL 973'
S17°17' W 405.59'
NEW 45° INCLINE EL. COLLAR 1,000'
Some Sulfides in fractured Quartz
Minor Radioactivity
50°
1079'
1076'
Very Weak Radioactivity
Considerable Fe staining
45°
1166'
TRACE OF VEIN
Scattered Sulfides
Sparse Sulfides
1050'
DONOVAN № 3
(PATENTED)
660'
1104'
A'
N64° 50' W
1397.0'
S 6° 49' W 637.2'
Fe stain in Fractured Qtz.
RUSTLER
(PATENTED)
1100
1000
900
860
1104
1079
1076
COLLAR NEW 45° INCLINE
1,000' ASSUMED ELEVATION.
973
959
VERTICAL SCALE 1 INCH = 30FT.
HORIZONTAL SCALE 1 INCH = 100FT.
Bottom of shaft
present level
860
PROFILE A–A'
Proposed Work
sink incline 150' below present depth. Crosscut to vein 100'(?)
Drift 500' E and 500' W. on new level
located 100' vertically below present level.
GEOLOGIC MAP RUSTLER MINING CO.
ALONG VEIN ON DONOVAN CLAIM AND
TREASURE BELLE CLAIM.
SCALE 1 INCH = 100'
TRANSIT, STADIA SURVEY BY J.A. PATTERSON, GEOLOGY BY: W.R. WAGNER.
EXPLANATION
Quartz
VEIN EXPOSED
VEIN CONCEALED
45° DIP OF VEIN
OPEN CUT
DUMP
TUNNEL
SHAFT
QTZ. MONZONITE
(COUNTRY ROCK)


N
PICO FRACTION
TREASURE DOOR
TREASURE PRINCE
TREASURE MOUNTAIN
MINERAL MOUNTAIN
GERTRUDE A
TREASURE VAULT
TREASURE BELLE
TREASURE BASIN
JUNCTION LODE, LOT NO. 45
PATENT NO. 892
TREASURE KING
SILVER VALE
NOT INCLUDED IN PURCHASE CONTRACT.
DEACON-HARTNETT INCLINED SHAFT.
DONOVAN NO. 3. LOT. 42.
PATENT NO. 566
SHINOLA PLACER
TREASURE VALLEY
RUSTLER MINING COMPANY
835 E. THIRD ST., CASPER, WYO.
MAP OF GROUP II CLAIMS HELD BY CONTRACT TO PURCHASE.
SCALE 1"=300'



CORNER CONNECTIONS TO SE COR. SECTION 8

CLAIM	CORNER NO.	DISTANCE	BEARING
PRIMITIVE 6	4	3714.9'	S33°-14'E
" 31	2	"	"
" 31-8	1	"	"
" 7	3	3004.5'	S58°-22'W
" 9	3	3079.2'	S31°-25'W
" 8	3	2165.4'	S26°-21'W
" 10	4	1145.3'	S39°-31'W
" FRAC.10	4	"	"
" 14	1	"	"
LEE ANN	2	2444.8'	S2°-42'W
PRIMITIVE 12	4	"	"
" 10-8	5	1751.7'	S37°-39'W
" 11	3	"	"
COPPERITE	1	"	"
PRIMITIVE 28	5	3796.5'	S9°-47'E
" FRAC.31	4	"	"
" " 28	2	"	"
" 22	1	48.3'	NORTH
" 22-B	1	711.3'	"
" 22-C	1	1374.2'	"
" ~~FRAC~~20	3	—	—
" " 1	2	1074.8'	S77°-01'W
" " 2	6	2125.3'	S31°-53'E
" " 6	4	5353.8'	S41°-34'E
31 FRACTION	1	"	"
PRIMITIVE 13	4	3041.0'	S42°-30'E
GAMMA FRAC.	3	"	"
ALPHA "	2	2492.6'	S18°-44'W
LEE ANN EXTENS	1	"	"
BETA FRAC.	3	3069.2'	S1°-28'E
SABRE "	2	893.9'	S26°-22'E
REX GRANDE FRAC	3	1018.7'	N89°-21°W
MAFOMICO	3	1074.8'	S77°-01'W
RUSTLER	2	502.0'	S69°-50'E
DONOVAN	3	608.8'	S46°-35'E
DONOVAN 3	2	1231.8'	S66°-52'E
IDAHO BELLE	1	2171.1'	S68°-68'W
DONOVAN M.S.	4	1057.0'	N4°-05'E
RUSTLER M.S.	1	"	"

LEGEND

- ----1/2"ϕ x 24" Reinforcing rod set.
- ----Brass caps that were found

CERTIFICATE OF SURVEY

I CERTIFY THAT THIS MAP WAS DRAWN FROM THE FIELD NOTES OF AN ACTUAL SURVEY OF THE PROPERTY MAPPED HEREON AND THAT THE POINTS SHOWN HEREON AND THE COURSES AND DISTANCES INSCRIBED ARE IN CORRECT RELATIONSHIP TO THE POINTS AS FOUND TO EXIST, OR AS WERE ESTABLISHED AT THE TIME OF THE SURVEY AND AS RECORDED IN THE FIELD NOTES THEREOF.

WITNESS MY SIGNATURE AND OFFICIAL SEAL.
THIS 28th DAY OF Sept, 1954

James A. Pattison

James A. Pattison
9/28/54

Survey Map
for
~~THE HAILEY TRUST~~
RUSTLER MINING COMPANY
Of a group of LODE CLAIMS
Located in Secs. 8, 9, & 17
T1N, R17E, B.M.,
Blaine County, Idaho
SCALE: 1" = 300'

Surveyed by: J.A.P., E.O. Date: August, 1954