FILE COPY 500
SURNAME:

Moulds

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

APR 14 1952

Mr. Thomas C. King
443 East 14th Street
Baxter Springs, Kansas

Re: Docket No. DMEA 1908
Lead-Zinc
Cloia D. Burk Property

Dear Mr. King:

A review of your application of July 27, 1951 for Government assistance in an exploration project, reveals that letters to you dated October 4, 1951 and February 11, 1952 requested additional information necessary to process your application.

Since a reply has not been received to either of these letters, we naturally assume that you are no longer interested in this type of assistance. Your application is, therefore, considered closed, and we are removing it from our active file.

Sincerely yours,

D. E. Moulds (meh)

D. E. Moulds, Chief
Base Metals Division
Defense Minerals Exploration
Administration

DEMoulds/meh
4/11/52
cc to: Docket File
Adm. R. File
Mr. Moulds
Mr. Bishop
Mr. McKnight
Region VI (2)

Docket 500
FILE COPY
SURNAME:

Moulds

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

FEB 11 195

Mr. Thomas C. King
443 East 14th Street
Baxter Springs, Kansas

Re: Docket DMEA 1908X, Lead-Zinc
Cloia D. Burk Property
Cherokee County, Kansas

Dear Mr. King:

A review of the Defense Minerals Exploration Administration files indicates that on October 4, 1951, a letter over the signature of C. O. Mittendorf, Director, Production Expansion Division, was mailed to you relative to your application for aid in a Defense Exploration Project.

In order that we may determine the status of your application, we will appreciate receipt, at your earliest convenience, of the requested information, or your request to withdraw the application in the event you do not desire the exploration assistance under the requirements of Mineral Order 5, a copy of which is enclosed for your information.

Sincerely yours,

cc 2/11/52

D. E. Moulds, Acting Chief
Base Metals Division
Defense Minerals Exploration
Administration

DEMoulds/hmj
2-11-52
cc to: Adm. R. File
Docket File Copy
Mr. Bishop
Mr. McKnight
Mr. Moulds
Region VI

FILE COPY
SURNAME:

400

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

OCT 4 1951

Mr. Thomas C. King
443 East 14th Street
Baxter Springs, Kansas

Re: Docket DMA 1908x
Cloia D. Burk Property
Cherokee County, Kansas

Dear Mr. King:

I acknowledge the receipt of your letter of September 21, 1951 enclosing six copies, each, of the Exploration Contract, primary lessee's subordinations, and your guarantee in lieu of subordinations from the landlord.

Guarantees, such as you offer, have been accepted only from organizations which have furnished acceptable evidence of financial responsibility and ability to repay the Government. If you are prepared to furnish this office similar evidence in support of your proposed guarantee, it will be given consideration.

However, it is suggested that you again endeavor to obtain the landlord's subordination, and, for your guidance in this, there is enclosed a copy of a release of May 14, 1951 by the Information Service, which sets forth the advantages accruing to the landlord from exploration contracts.

Under these circumstances, action on this project is deferred pending the receipt of either (a) evidence in support of your proposed guarantee or, (b) subordinations signed by the Landlord.

Sincerely yours,

C. O. Mittendorf (J. N.)

C. O. Mittendorf, Director
Production Expansion Division

Typed; 10/2/51
PBBlakemore/meh
cc to: Reports and Records
Adm. Reading File
Messrs. Mittendorf, Olund
Mr. Blakemore
Region VI
Docket
Mr. Billings
Mr. McKnight

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

140

September 28, 1951

DEPARTMENT OF THE INTERIOR
RECEIVED
OCT 1 1951
Defense Minerals Administration,
Production Expansion Division.

Memorandum

To: Director, Production Expansion Division

From: General Counsel

Subject: Thomas C. King exploration contract -- Docket No. DMA-1908

I am unable to approve the proposed exploration contract in this case, submitted by your memo of September 27, 1951. The following change and additions are recommended:

1. Deletion in the first line of sub-article 2(b) of the word, "lessor" and in the second insertion in that line of the words, "of the" and the substitution for the latter words of the words, "the guaranty of the sub-lessee."

2. The obtaining of the subordination agreement of the primary lessees upon the landlord form, with appropriate alterations, rather than upon the mortgagee form which has been used in the attached agreement.

3. The map referred to in Exhibit "A" should be attached.

You enquire as to the circumstances under which an Applicant's guarantee may be accepted in lieu of a landlord's subordination agreement. The guarantee should be accepted only in those cases where the applicant's financial responsibility is reasonably well established and known. Often this will not be true in the case of an individual, and clearly is not true in the present case. I would reject this application for lack of the subordination agreement. The decision, however, is essentially administrative rather than legal.

Your file is returned herewith.

J. L. Hoffmund
General Counsel

Attachment

FILE COPY
SURNAME:

Guthrie

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

September 28, 1951

Memorandum

To: Director, Production Expansion Division

From: General Counsel

Subject: Thomas C. King exploration contract -- Docket No. DMA-1908

I am unable to approve the proposed exploration contract in this case, submitted by your memo of September 27, 1951. The following change and additions are recommended:

1. Deletion in the first line of sub-article 2(b) of the word, "lessor" and in the second insertion in that line of the words, "of the" and the substitution for the latter words of the words, "the guaranty of the sub-lessee."

2. The obtaining of the subordination agreement of the primary lessees upon the landlord form, with appropriate alterations, rather than upon the mortgagee form which has been used in the attached agreement.

3. The map referred to in Exhibit "A" should be attached.

You enquire as to the circumstances under which an Applicant's guarantee may be accepted in lieu of a landlord's subordination agreement. The guarantee should be accepted only in those cases where the applicant's financial responsibility is reasonably well established and known. Often this will not be true in the case of an individual, and clearly is not true in the present case. I would reject this application for lack of the subordination agreement. The decision, however, is essentially administrative rather than legal.

Your file is returned herewith.

RRGuthrie/JLHofflund/ema

J. L. Hofflund

Copy to: Reports & Records
J. L. Hofflund
RR Guthrie
Chron.

J. L. Hofflund
General Counsel

Attachment

FILE COPY
SURNAME:

Blakemore
Mittendorf

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

September 27, 1951

Memorandum

TO: General Counsel

FROM: Director, Production Expansion Division

SUBJECT: Docket DMA 1908X, Thomas King

Attached hereto are:

1. Copy of letter dated September 21, 1951 from Thos. King.
2. Copy of Exploration Contract signed by King.
3. Primary lessee's subordinations.
4. Original of a guarantee proposed by Mr. King in lieu of a subordination by Landlord (in this case a Landlady).

Mr. King states in his application that he is a salaried employee, has a family and owns a car, but gives no further information as to his net worth.

Under these circumstances, please advise if the guarantee proposed by him is acceptable in lieu of the Landlord's Subordination.

Attachments-4

C. O. Mittendorf (J.W.)

PBBlakemore/meh
cc to: Reports and Records
Messrs. Mittendorf, Olund
Mr. Blakemore
Docket

Mr. Blakemore

DEPARTMENT OF THE INTERIOR
RECEIVED
SEP 24 1951
Defense Minerals Administration,
Production Expansion Division.

443 East 14th Street
Baxter Springs, Kansas
September 21, 1951

Mr. C. O. Mittendorf, Director
Production Expansion Division
Defense Minerals Administration
Department of the Interior
Washington, D. C.

Re: Docket No. DMA 1908X
Cloia D. Burk Property
Cherokee County, Kansas

Dear Mr. Mittendorf:

Please find enclosed six copies of the Lessee's subordination agreement and six copies of a guaranty signed by me in lieu of the land-owner's subordination agreement. The land-owner has refused to sign these for fear that there will be a lien or incumbrance on her property which she has worked so many years to clear. After the first refusal the local DMA office and myself spent several days re-writing the subordination agreements so that there were no vague clauses which referred to anything but the ore body drilled and delineated by the exploration contract. When we finished we ~~[illegible]~~ thought that the revised form of MF-202 would be preferable for exploration projects in the Mississippi Valley, the mines of which often lie under productive farms. We were, however, unsuccessful in getting the land-owner to sign this form but she may change her mind at a later date.

I trust that the guarantee enclosed in consideration of the waiver of the subordination agreement will be sufficient. The land-owner did cooperate in reducing the royalty on the original lease to 6% instead of 7½% and I have persuaded the Lessee's to reduce their over-riding royalty from 2½% to 1½%, which royalty reductions serve to make this project more attractive.

Please find enclosed a sample of the revised subordination agreement which might be valuable to you for other projects.

Thanking you for your kind consideration and prompt attention to this matter, I remain

Sincerely yours,

Thomas C. King

Thomas C. King

ven
Enclosures

OFFICIAL FILE COPY

To	Init.	Date
Foo	A.E.C.	9-24

SEP 24 10 25 AM '51
DEFENSE MINERALS ADMINISTRATION
WASHINGTON, D.C.

LANDLORD'S SUBORDINATION AGREEMENT

DEFENSE MINERALS ADMINISTRATION
WASHINGTON, D.C.
SEP 27 3 06 PM '51

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of _____, State of _____, described in a certain Exploration Project Contract dated _____, 195__, between _____ the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated _____, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right title and interest of the United States of America under the following provisions:

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

Of net smelter returns or other net proceeds derived from mining and milling operations not in excess of eight dollars ($8.00) per ton of ore: One and one-half ($1\frac{1}{2}$) percent.

Of net smelter returns or other net proceeds derived from mining and milling operations in excess of eight dollars ($8.00) per ton of ore: One and one-half ($1\frac{1}{2}$) percent, plus one-half ($\frac{1}{2}$) percent additional for each full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

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

The undersigned agrees that the lien and claim of the United States of America under the above provisions shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

OFFICIAL FILE COPY

To	Init.	Date
210		

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all the above obligations of the Lessee to make repayment to the United Statesof America.

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the above provisions.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this _____ day of _____, 195__.

_____

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of _____, State of _____, described in a certain Exploration Project Contract dated _____, 195__, between _____ the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated _____, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right title and interest of the United States of America under the following provisions:

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

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

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

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

The undersigned agrees that the lien and claim of the United States of America under the above provisions shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all the above obligations of the Lessee to make repayment to the United Statesof America.

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the above provisions.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this _____ day of _____, 195__.

_____

GUARANTY

In consideration of the waiver by the United States of America of the requirement of a landowner's subordination agreement as set forth in paragraph 2 (b) of the attached Exploration Project Contract between the undersigned and the United States of America, on property known as the John Hall Mine, Cloia Burk, owner, the undersigned hereby guarantees the payment to the United States of America of royalties under the following provisions:

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

Of net smelter returns or other net proceeds derived from mining and milling operations not in excess of eight dollars ($8.00) per ton of ore: One and one-half ($1\frac{1}{2}$) percent.

Of net smelter returns or other net proceeds derived from mining and milling operations in excess of eight dollars ($8.00) per ton of ore: One and one-half ($1\frac{1}{2}$) percent, plus one-half ($\frac{1}{2}$) percent additional for each full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

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

If for any reason the net smelter returns from operations that would be subject under said contract to such payments to the United States of America are not available as a means of measuring the amount of such payment, then the undersigned agrees and undertakes to make such payment according to the best estimates of the amount that can reasonably be made, and in the event of dispute as to such estimate, the undersigned agrees that the determination thereof by either the Administrator of Defense Minerals Administration or by the Director of the United States Bureau of Mines shall be final and binding upon the undersigned; provided, however, that should undersigned, prior to the accrual of any obligation to pay under this guarantee, furnish to the United States a subordination agreement required by paragraph 2 (b) of said contract this covenant shall thereupon become fully satisfied and of no further force or effect.

Dated this 20 day of Sept 1951.

Thomas King

Mr. Beakenore

DEPARTMENT OF THE INTERIOR
RECEIVED
SEP 20 1951
Defense Minerals Administration,
Production Expansion Division,

DEFENSE MINERALS
ADMINISTRATION
WASHINGTON, D. C.
SEP 20 9

443 East 14th Street
Baxter Springs, Kansas
September 17, 1951

OFFICIAL FILE COPY

To	Init.	Date
400	A.E.C.	9-20
210		

Mr. C. O. Mittendorff, Director
Production Expansion Division
Defense Minerals Administration
U. S. Department of Interior
Washington, D. C.

Re: Docket #DMA 1908X
Lead-Zinc, Cloia D.
Burk property, Cherokee
County, Kansas

Dear Mr. Mittendorff:

I received your letter dated September 10, 1951 in which you forwarded to me copies of MF-200 and MF-201 to be executed by the land owner and the lessees. Thank you very much for your kind and prompt consideration in this matter for which I am very grateful.

May I point out the reason for the inclusion of the extra geophysical work which I included in my application. Since the use of geophysics of this type on lead-zinc ore bodies in the district is relatively new, several engineers from the DMA and the Bureau of Mines requested unofficially that if we were successful in the discovery of commercial ore by the methods used that we detail the sink hole to find out if there were some pecularity visible in the detailed geophysics which would indicate why this sink hole contained an ore body and why other sink holes did not. They have cooperated with me in this work with the hope that we would be able to devise a field procedure which would be applicable to the vast territory along the Cherokee shale shield which extends between Waco and the Picher field. As you might have guessed, this application is somewhat of a "guinea pig" from several standpoints.

1. Is it possible to obtain government aid in a reasonable time?

2. I have run into one quite serious bug in the program; that is the wording of the subordination agreement which scares a poor farmer to death the minute he reads it. Since the ore deposits in this area are normally under land-owned by farmers, it is to be expected that they have not the legal trained mind to see the reasoning behind the wording of the agreement. I have asked point blank questions to nearly every member of the Bureau of Mines and the DMA offices here and their private unofficial opinion was that if they owned a farm they wouldn't sign the - - ! ! thing either. So, you see it is very difficult for we who are seeking this exploration aid to obtain the subordination agreement. If this agreement could be reworded to explain (1)- its purpose; (2)- exactly under what conditions the land-owner is liable; (3)- to provide language which is a little more mild, I'm sure that we would have a great deal more success in speeding up the exploration for new ore bodies in the tri-state district. These ore bodies are particularly productive since the recent use of open pit mining to exploit them. We have adequate labor, power, transportation, plus reasonably good milling facilities here and any ore bodies found in the area are particularly valuable to the national defense.

I will attempt once more to get the land-owner to sign these agreements and if I fail I will request that you waiver them. I anticipate no difficulty on the lessee signing these agreements, but believe the land-owner will not sign.

Thanking you again for your kind consideration, I remain

Sincerely yours,

Thomas C. King

Thomas C. King

TCK:tl

FILE COPY
SURNAME:

Blakemore
Mittendorf

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

Air Mail

SEP 1 1951

a, E. l -

Mr. David Gallagher
Executive Officer, Region VI
DMA Field Team
P.O. Box 431
Joplin, Missouri

Re: Docket No. DMA-1908X, Lead-Zinc
John Wall Mine
Cherokee County Kansas

Dear Mr. Gallagher:

There is enclosed a copy of our letter of September 7, 1951 to Mr. Thomas C. King in regard to obtaining the necessary subordination agreements for attachment to the original and five copies of the Exploration Contracts enclosed herein.

In order to expedite this project, please have Mr. King sign these contracts when he presents the required subordination agreements to you. Please do not insert any date on any of these but mail them to me for dating, signature, insertion of project serial number, and distribution.

Please include also the two additional copies of the maps Exhibit [referred to in my letter to Mr. King.

Sincerely yours,

C. O. Mittendorf

C. O. Mittendorf, Director
Production Expansion Division

Encl - Copy of letter to Mr. King
6 Unsigned Expl. Contracts

PBBlakemore/jem
9/7/51

Jf-9-11

cc to: Adm. Reading File
Reports & Records
Messrs. Mittendorf, Olund
Mr. Moon
Mr. Billings
Mr. Mote
Mr. McKnight
Mr. Blakemore
Field Team VI
Docket

APPROVED:

Chairman, Coordinating Committee

Member, Bureau of Mines

Member, Geological Survey

FILE COPY
SURNAME:

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

Blakemore
Mittendorf

AIR MAIL

SEP 10 1951

Mr. Thomas C. King
443E 14th Street
Baxter Springs, Kansas

Re: Docket No. DMA-1906X, Lead-Zinc
Cloia L. Burk Property
Cherokee County Kansas

A.E.C.

Dear Mr. King:

The marked Exploration Contract Form MF-200 enclosed for your information, requires in 2-(b) that subordination agreement from the lessor to be attached to the contract.

Since you hold a sublease, there are two lessors from whom it is necessary for you to obtain subordination agreements.

For these purposes, there are enclosed six copies of Form MF-201, which are to be executed by W. L. Vicory and Emma Louise Vicory, his wife. There is a seventh "sample" copy for your guidance in filling these out.

The enclosed six copies of Form MF-202 are to be signed by Cloia L. Burk, Landlord. A seventh "sample" copy is also enclosed.

When these agreements have been executed, you should present them to David Gallagher, Executive Officer, DMA Field Team, Joplin, Missouri for attachment to the Exploration Contract. He will have the contract ready for your signature at that time.

For your information, the amount of total cost allowed under this contract is $13,000.00 as it is believed that 4500 feet of churn drilling will be adequate for the exploration of the sink hole structure. The Government would participate to the extent of $6,500.00, which is 50% of the total cost.

The cost of a geophysical survey of the shale slump which you included in your application at $2,000.00 has been eliminated because it appears that the shale slump area has already been outlined.

Two additional maps will be required of Exhibit 1 showing the area to be drilled outlined in purple lines. Please hand these to Mr. Gallagher when you present the subordinations.

Sincerely yours,

C. O. Mittendorf (J.W.)

C. O. Mittendorf, Director
Production Expansion Division

J F 9/10

Copies to Gallagher-Joplin-hold for transmittal with contracts

P:Blakemore/jem
9/7/51
cc to: Adm. Reading

Messrs: Mittendorf, Olund
Reports & Records Billing
Note

C. A. Mittendorf, Director
Production Expansion Division
Defense Minerals Administration

1.70137 Salaries and
Expenses, Defense Production Activities,
Interior, 1952 (1 O-DOC)

Dear LETTER:

SEPTEMBER 7, 1951

MR. GEORGE E. BRIGGS
6524 LONGWOOD ROAD
LITTLE ROCK, ARKANSAS

REGRETTED AUGUST 31 CONCERNING KING EXPLORATION LEASE DMA 1906. CONTRACTS BEING PREPARED AND WILL BE MAILED EARLY NEXT WEEK TO JOPLIN FIELD OFFICE FOR CONSUMMATION. CONCURRENTLY APPLICANT ADVISED TO SECURE APPROPRIATE SUBORDINATION AGREEMENTS FROM LANDLORD AND PRIOR LESSOR WHICH ARE ESSENTIAL PART OF CONTRACT. HAVE FURNISHED APPLICANT WITH SAMPLE FORMS OF SUBORDINATION AGREEMENTS REQUIRED AND INSTRUCTED HIM TO CONTACT DAVID GALLAGHER, JOPLIN OFFICE, WHEN SUCH AGREEMENT EXECUTED.

RICHARD D. SEARLES
UNDER SECRETARY
DEPARTMENT OF INTERIOR

COMittendorf/fw

cc: Reports & Records, DMA
Admr. Reading File
Secretary's Reading File
Under Secretary
Mr. Mittendorf
Mr. Blakemore, PED
Docket

Mr. Blackmore

140
DMA-1908

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

September 5, 1951

Memorandum

To: Director, Production Expansion Division

From: General Counsel

Subject: Thomas C. King exploration contract — DMA-1908

We are inclined to believe, from an examination of the copies of the lease and sublease contained in the file, that the date of the lease has been omitted on this copy through oversight and that the original is dated March 10, 1951 as the sublease indicates. The uncertainty will be resolved, however, by the subordination agreement which must be obtained in any case from the owner of the property, because that instrument will set forth the date, or effective date, of the lease over the owner's signature.

As far as our requirements are concerned then, we need only obtain the warranty of the applicant as to his rights in the property, through the proper filling out of paragraph 2 of the contract form, and the attachment of the appropriate subordination agreements. In this case we assume that the applicant will indicate in paragraph 2 that he is the sub-lessee of the property. The appropriate subordination agreements will then be that of the owner and that of the primary lessees. We have not in our review of the exploration contracts, attempted to go behind the warranty of the applicant as to his rights in the property unless some defect in his claim was apparent on the face of the contract or the subordination agreements.

Your file is returned herewith.

J. L. Hofflund
General Counsel

Attachment

FILE COPY
SURNAME:
140
DMA-1908

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

September 5, 1951

Memorandum

To: Director, Production Expansion Division

From: General Counsel

Subject: Thomas C. King exploration contract — DMA-1908

We are inclined to believe, from an examination of the copies of the lease and sublease contained in the file, that the date of the lease has been omitted on this copy through oversight and that the original is dated March 10, 1951 as the sublease indicates. The uncertainty will be resolved, however, by the subordination agreement which must be obtained in any case from the owner of the property, because that instrument will set forth the date, or effective date, of the lease over the owner's signature.

As far as our requirements are concerned then, we need only obtain the warranty of the applicant as to his rights in the property, through the proper filling out of paragraph 2 of the contract form, and the attachment of the appropriate subordination agreements. In this case we assume that the applicant will indicate in paragraph 2 that he is the sub-lessee of the property. The appropriate subordination agreements will then be that of the owner and that of the primary lessees. We have not in our review of the exploration contracts, attempted to go behind the warranty of the applicant as to his rights in the property unless some defect in his claim was apparent on the face of the contract or the subordination agreements.

Your file is returned herewith.

not stripped in R. + B.

J. L. Hofflund
J. L. Hofflund
General Counsel

Attachment
RRGuthrie/bjl
Copy to: J. L. Hofflund
R. R. Guthrie
Chron.
Reports & Records

McKnight
6/5/51
Johnson -

DEPARTMENT OF THE INTERIOR
RECEIVED
SEP 1 1951
Defense Minerals Administration
Production Expansion Division

Defense Minerals Administration

Review of Application for Exploration Assistance

Docket No. DMA-1908X

To: Production Expansion Division

Commodity Lead-zinc

From: Director, Supply Division

Total Amount $15,000 requested $13,000 recommended

Govt. Participation 50% $6,500 recommended.

1. Name and Address of Applicant Mr. Thomas C. King, 443 E. 14th Street, Baxter Springs, Kansas

2. Location of Property Cherokee County, Kansas - one mile south of Lawton

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

If not, application will be rejected.

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

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

a) Good Yes, see comment

b) Poor

c) None

d) Don't know—needs field examination No

e) Is there an alternative and favorable project? No
(If so, attach an explanation)

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

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

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

*question numbers are those of MF-103

4. (a) Past experience has shown that "shale slumps", of the type mentioned by the applicant, have been underlain by ore. The chance for success, therefore, on the proposed work is better than for straight wildcatting in this portion of the Tri-State district.

The mineralization in this district is well known, and ore has been found nearly by delineating "shale slumps" and then drilling the anomalies outlined.

7. Are subordination agreements necessary? Yes

a) MF-201? Yes, ~~xxx~~ letter sent requesting these

b) MF-202 Yes, " " " "

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

a) Available manpower Yes

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

c) Accessibility (question 12)* Yes

d) Water (question 13)* Yes

e) Power (question 13)* Yes

Is a field check needed on any of these points? No

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

Is a field check needed on this point? No

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

a) Is the project adequately described? Yes

If not, are there sufficient data given so that you can describe the project? _____ If so, attach a draft.

b) Is there an adequate map or sketch of the proposed work? See comment on Exhibit A

c) Is the proposed work "exploration" under the definition of Section 8, MO-5? Yes, except work done prior to application date

If not, what part of it is? _____

EXHIBIT "A"

1. Exploration project

   Proposed work will consist of at least 20 churn drill holes within the area inside the sink-hole structure as delineated by resistivity survey and marked by blue line on map marked Exhibit I, plus the necessary supervision, assaying, logging, and engineering necessary to obtain a comprehensive estimate of ore reserves.

   Extimated costs for project:

4500' drilling at $2.00 per foot.....	$ 9,000
Supervision 20 weeks at $100 per week.....	2,000
Assaying at estimated $50 per hole.....	1,000
Engineering, surveying, maps, etc.....	1,000
Total estimated cost.....	$13,000

2. Fixtures and improvements

   None

3. Operating equipment

   None

4. Labor and supervision

   Supervision 20 weeks at $100 per week..... $ 2,000

5. Rehabilitation and repairs

   None

Is this part a worthwhile exploration project?_____

d) Are the cost estimates detailed? Yes

Can they be summarized, as on page 2 of Procedural Instruction 5-A, from the available data? Yes If so, attach a draft. See draft Exhibit A

e) Are the cost estimates reasonable? Yes

f) Should more information be requested from applicant? No

g) Is a field examination necessary to complete Exhibit A? No

11. Exhibit B (question 23-d)*

a) Is it applicable? No

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

c) Is a field check needed? No

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

a) Is it applicable? No

b) Sufficient data? ~~Yes~~ If so, attach a draft.

c) Are rents and charges reasonable? ~~Yes~~

d) Is a field check needed? No

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

a) Are there sufficient data? Yes

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

c) Is the schedule excessive for the work proposed? No

d) Are the proposed wages and salaries reasonable? Yes

e) Is a field check needed? No

14. Exhibit E (question 23-c)*

a) Is it applicable? No

b) Sufficient data?

c) Reasonable?

d) Field check needed? No

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

(All exploration must be completed within two years)

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

17. If field examination is needed, do you have any special instructions for the field team not indicated by your answers to the foregoing question?

Approved
Jim Lyon

Reviewed by: E.L. Newcomb GS

Date 8-29-51

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

16. Recommended that modified exploration project be approved. See Exhibit A.

The district in which drilling will be done, is highly mineralized and the applicant's approach to the exploration is reasonably sound.

Though a map of exact drill hole locations is not available, it is considered necessary to allow the program to be flexible. Information obtained as drilling progresses will govern later holes.

Applicant requests $2,000 above the recommended sum which he proposes to apply to geophysical (resistivity) work, 10 days at $200 per day, which will be contributed by him. However, the shale slump area is already outlined on maps presented by applicant so that there is no need for additional resistivity work.

6/5/51

Defense Minerals Administration

Review of Application for Exploration Assistance

Docket No. DMA-1908X

To: Production Expansion Division

Commodity Lead-zinc

From: Director, Supply Division

Total Amount $15,000 requested $13,000 recommended

Govt. Participation 50% $6,500 recommended.

1. Name and Address of Applicant Mr. Thomas C. King, 443 E. 14th Street, Baxter Springs, Kansas

2. Location of Property Cherokee County, Kansas - one mile south of Lawton

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

If not, application will be rejected.

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

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

a) Good Yes, see comment

b) Poor

c) None

d) Don't know—needs field examination No

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

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

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

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

*question numbers are those of MF-103

4. (a) Past experience has shown that "shale slumps", of the type mentioned by the applicant, have been underlain by ore. The chance for success, therefore, on the proposed work is better than for straight wildcatting in this portion of the Tri-State district.

The mineralization in this district is well known, and ore has been found nearly by delineating "shale slumps" and then drilling the anomalies outlined.

7. Are subordination agreements necessary? Yes

a) MF-201? ~~Yes, xxx letter sent requesting these~~

b) MF-202 ~~Yes,~~ " " " "

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

a) Available manpower Yes

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

c) Accessibility (question 12)* Yes

d) Water (question 13)* Yes

e) Power (question 13)* Yes

Is a field check needed on any of these points? No

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

Is a field check needed on this point? No

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

a) Is the project adequately described? Yes

If not, are there sufficient data given so that you can describe the project? _____ If so, attach a draft.

b) Is there an adequate map or sketch of the proposed work? _____

c) Is the proposed work "exploration" under the definition of Section 8, MO-5? Yes, except work done prior to application date

If not, what part of it is? _____

EXHIBIT "A"

1. Exploration project

   Proposed work will consist of at least 20 churn drill holes within the area inside the sink-hole structure as delineated by resistivity survey and marked by blue line on map marked Exhibit I, plus the necessary supervision, assaying, logging, and engineering necessary to obtain a comprehensive estimate of ore reserves.

   Extimated costs for project:

4500' drilling at $2.00 per foot.....	$ 9,000
Supervision 20 weeks at $100 per week.....	2,000
Assaying at estimated $50 per hole.....	1,000
Engineering, surveying, maps, etc.....	1,000
Total estimated cost.....	$13,000

2. Fixtures and improvements

   None

3. Operating equipment

   None

4. Labor and supervision

   Supervision 20 weeks at $100 per week..... $ 2,000

5. Rehabilitation and repairs

   None

Is this part a worthwhile exploration project?_____

d) Are the cost estimates detailed? Yes

Can they be summarized, as on page 2 of Procedural Instruction 5-A, from the available data? Yes If so, attach a draft. See draft Exhibit A

e) Are the cost estimates reasonable? Yes

f) Should more information be requested from applicant? No

g) Is a field examination necessary to complete Exhibit A? No

11. Exhibit B (question 23-d)*

a) Is it applicable? No

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

c) Is a field check needed? No

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

a) Is it applicable? No

b) Sufficient data? Yes If so, attach a draft.

c) Are rents and charges reasonable? Yes

d) Is a field check needed? No

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

a) Are there sufficient data? Yes

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

c) Is the schedule excessive for the work proposed? No

d) Are the proposed wages and salaries reasonable? Yes

e) Is a field check needed? No

14. Exhibit E (question 23-c)*

a) Is it applicable? No

b) Sufficient data? _____

c) Reasonable? _____

d) Field check needed? No

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

(All exploration must be completed within two years)

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

17. If field examination is needed, do you have any special instructions for the field team not indicated by your answers to the foregoing question? _____

Reviewed by: E.L. Newcomb GS

Date 8-29-51

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

16. Recommended that modified exploration project be approved. See Exhibit A.

The district in which drilling will be done is highly mineralized and the applicant's approach to the exploration is reasonably sound.

Though a map of exact drill hole locations is not available, it is considered necessary to allow the program to be flexible. Information obtained as drilling progresses will govern later holes.

Applicant requests $2,000 above the recommended sum which he proposes to apply to geophysical (resistivity) work, 10 days at $200 per day, which will be contributed by him. However, the shale slump area is already outlined on maps presented by applicant so that there is no need for additional resistivity work.

FILE COPY
SURNAME:

Blakemore
Mittendorf

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

September 4, 1951

MEMORANDUM

To: J. L. Hofflund, General Counsel
Defense Minerals Administration

From: C. O. Mittendorf, Director
Production Expansion Division

Subject: Request for legal opinion. DMA-1908 - Thomas C. King

Transmitting entire file.

Request advice as to the leases. It appears that the original (Exhibit I) lease bears no date, but the date of March 10, 1951 is given as the date in the sublease.

Also advise as to subordinations required.

not stripped in R.+R.

Attachments

C. O. Mittendorf

PBBlakemore/meh
cc to: Adm. Reading File
Mittendorf, Olund
Blakemore
Docket

a.e.

FILE COPY 350
SURNAME:

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

H. M. Shoosham, Jr. Special Assistant to the Under Secretary

August 30, 1951

W. C. Shroeder, Acting Administrator, DMA

Application of Tom C. King for Exploration Loan (DMA-1908)

Newcomb (ETM)
McKnight
Mantell (RHM)
Administrator

The Lead-Zinc Branch has reviewed the application of Mr. Tom C. King. It has been sent to the Production Expansion Division on August 30, 1951.

W. C. Schroeder
Acting Administrator, DMA

ELNewcomb:emp
G 8-29-51
Copies to: Administrator
Deputy Administrator
Chief, Lead-Zinc Br.
E. T. McKnight 4204 GSA
R. H. Mote
Reports and Records
Directors r. file 4214 GSA
Br. r. file 4214 GSA
Files

STANDARD FORM NO. 64

Office Memorandum • UNITED STATES GOVERNMENT

TO : W. C. Schroeder, Acting Administrator, DMA DATE: August 27, 1951

FROM : H. M. Shooshan, Jr., Special Assistant to the Under Secretary

SUBJECT: Application of Tom C. King for Exploration Loan (DMA-1908)

It is understood that Mr. King's application for an exploration loan (DMA-1908) is somewhere between Geological Survey and the Defense Minerals Administration. Secretary Searles would appreciate your assistance in tracking the application down for earliest possible consideration.

H. M. Shooshan, Jr.

DEFENSE MINERALS ADMINISTRATION WASHINGTON, D.C.
AUG 28 12 34 PM '51

FILE COPY
SURNAME: 350

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

AUG 31 1951

Newcomb (ETHEL)
McKnight
Mote (MOTE)
T. P. Billings

RE: DMA-1908

G. E. C.

Mr. Thomas C. King

Baxter Springs, Kansas

Dear Mr. King:

The Lead-Zinc Branch of the Defense Minerals Administration has reviewed your application for an exploration loan.

We note that you have not included any subordination agreements. It will be necessary to have six (6) copies of MF-201 and 202 forwarded to us. Seven copies of this forms are enclosed.

Thank you for your consideration in this matter.

Very truly yours,

T. P. Billings, Chief
Lead-Zinc Branch

J.F. 8/31

Enclosures
ELNewcomb:emp
G 8-31-51
Copies to: David Gallagher Region VI (2)
Chief, Lead-Zinc Br.
E. T. McKnight 4204 GSA
R. H. Mote
Reports & Records
Directors r. file 4214 GSA
Br. r. file 4214 GSA
Files

August 6, 1951

Mr. Thomas C. King
443 E. 14th Street
Baxter Springs, Kansas

Subject: DMA-1908
Re: Exploration Loan -
John Hall Mine

My dear Mr. King:

Receipt is acknowledged of your application and attachments of July 27, 1951 for an exploration loan under the Defense Production Act of 1950.

The application was assigned Docket Number DMA-1908 and referred to Mr. Thomas Billings, Chief, Lead-Zinc Branch on August 2, 1951.

In any future correspondence relating to your application, kindly refer to DMA-1908.

Sincerely yours,

SIGNED JPF 8/6

Robert E. Adams
Chief, Reports & Records Unit

R. E. Adams:jc
cc: Billings
Lyon
Reports & Records Unit

AUG 1951

Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

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

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

DO NOT FILL IN THIS BLOCK

Docket No. DMA-1908

Date received 8/1/51

Participation

Thomas C. King
443 E. 14th Street
Baxter Springs, Kansas

Name and address of applicant

Date July 27, 1951

FILL IN THIS BLOCK

Date of application 27 July 1951

Estimated cost $15,000.00

Mineral or metal Lead and Zinc

Percentage of Government participation 50%

Location of mine E½, NE¼ of Section 2, Twp. 33, R. 25) 120 acres, more or less, all
SE¼, SE¼ of Section 35, Twp. 32, R. 25) in Cherokee County, Kansas

Date of filing MF-100 Not filed

DMA Docket Number, if available

INSTRUCTIONS

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

THE APPLICANT - See attached

*1. Is applicant an individual, partnership, or corporation?
*2. If a partnership, state names and addresses of partners.
*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.
*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project.
*5. Are you the owner or the lessee of the property?
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing.

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

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)?

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

16—64067-1

AUG 7 1951

THE PROPERTY

10. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

(*b*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

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

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

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

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

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

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

*16. History:

(*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations.

(*b*) State briefly the known history and production of adjoining and neighboring properties.

(*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

*17. Production:

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

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

*18. Ore or mineral reserves: (If property is or has been operating.)

(*a*) Describe the ore or mineral deposits briefly.

(*b*) Submit available maps and assay data.

(*c*) Give estimated tonnage and grade of each class of ore reserves.

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

THE EXPLORATION

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

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

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

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

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:

(*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.

(*b*) Supervisors, by numbers and positions, with salaries of each.

(*c*) Cost of necessary repairs to existing facilities, structures, and buildings.

(*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.

(*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.

(*f*) Cost of rental for equipment which the operator proposes to rent.

(*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.

(*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.

(*i*) Cost of power, water, utilities, and any other items not provided for above.

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

CERTIFICATION

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

(Name of company)

By Thomas C Kung
(Signature of authorized official)

30 July 1951
(Date)

(Title)

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

*Same as footnote on page 1.

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

Form MF-103
Thomas C. King

THE APPLICANT

1. Applicant is an individual.

2. Not applicable.

3. Not applicable.

4. (a) The applicant, Thomas C. King, has had the following mining and business experience:

   1. Graduate University of Arizona, B.S. Metallurgical Engineering 1943.

   2. (a) Two years underground mining experience in a gold mine in Chichuahua, Mexico.

      (b) One summer at the Phelps Dodge Corporation's Open Pit Copper Mine at Morenci, Arizona while attending school.

      (c) One summer at the A. S. & R. Co.'s Trench Mine in Patagonia, Arizona while attending school; mill and underground.

      (d) One summer with Defense Metals Corp. at Goodsprings, Nevada; mill and underground.

   3. Three years with U. S. Navy as an Engineering Officer CVE 81.

   4. Five years as Metallurgist for the Eagle Picher Mining & Smelting Company's Central Mill at Cardin, Oklahoma on Tri-State ores from the Picher Field.

   5. At present applicant is Resident Engineer for Rhude and Fryberger, iron mining and stripping contractors of Duluth, Minnesota.

4. (b) The applicant will manage the project.

5. The applicant is the sublessee of the property.

6. Not applicable.

7. See Exhibit III.

8. The applicant is a salaried engineer with a moderate bank account, a car and a family. No profit and loss statement is necessary.

9. The applicant has furnished the necessary capital to complete the lease, to sample and assay parts of the ground, to purchase an Electrical Resistivity machine - "Megger", to finance the necessary ground crews for the stadia survey and for the completion of the Geophysical Survey on this property, and has furnished the capital to prepare maps and pertinent engineering data. He is prepared to invest no additional capital unless an exploration project contract is granted in which case he will procure his half of the funds from private sources. The applicant is prepared to contribute his time as supervisory engineer, the use of the Electrical Resistivity Machine and Ground Crews if detailed Geophysics is thought necessary.

THE PROPERTY

10. (a) See (b)
(b) The E½ NE¼ of Sec. 2, Twp. 33, R. 25 and the SE¼ SE¼ of Sec. 35, Twp. 32, R. 25 consisting of 120 acres more or less all in Cherokee County, Kansas, the parcel located about one mile south of Lawton, Kansas. The mine on the property was last operated in 1916.

11. The property was originally owned by T. J. Ball and was leased by the John A. Hall Mining Company. It was later nicknamed the "Bonehead" because of the "boners" pulled by its operators. Present owner is Cloia Burk, Webb City, Mo.

12. The property is one mile south of the Kansas City Southern Railway at Lawton, Kansas, is traversed by an improved gravel surface County Road, and is about twenty miles northeast of Joplin, Missouri.

13. The mine workings made approximately 800 gpm of water in 1915 according to C. E. Beezley who was pump man for the John Hall Mining Company. This should be sufficient to run a mill. If not, the Spring River traverses the south boundary of the land. No power is to be used in the exploration project, but

adequate power for later operations is available at Waco, Missouri, three miles northeast for approximately one (1) cent per KWH.

14. There are no existing usable facilities, nor are any thought necessary for the drilling program.

15. The ore is contained in the overlying shale and in the underlying flint and lime. It is probably too muddy for a custom mill and will have to be milled or at least preconcentrated on the ground. Therefore if an orebody is found on this land, the construction of a mill will ~~probably~~ be necessary, and the concentrates sold to either local ore buyers or a preconcentrated product shipped to the Eagle Picher Central Mill at Cardin, Oklahoma.

16. (a) Little is known concerning this property other than the meager information supplied by men who worked there in the early days. The following information is only hearsay evidence and may or may not be accurate.

Typical of many properties in the early part of the century, there was a shallow discovery of lead in the shale in the banks of the creek which flows through the middle of the south 80 acres. The "shale shaft" so marked in Exhibit I was dug to 30' deep in the west bank of the creek and several timbered drifts were driven northeast into the shale for a distance of 20 or 30 ft. The shale was hand jigged for its lead content, and a pile of both hand jig feed and tailings from the operation are still along side the shaft. The shale was difficult to support by timbers, and difficult to mill with the hand jigs so the operation was abandoned previous to 1914.

Later, the John Hall Mining Company drilled a hole west of the creek, struck some ore, sank a shaft and built a haywire jig mill on the ground.

16. (a) continued:

Attempts were made to mine lead bearing shale at 80 ft. but hot ground and gas were encountered which forced them to abandon the heading. The deeper ground was then mined for zinc with some success, but since the project was undercapitalized from the start, break downs, and lack of delineation of the ore reserves, forced a shut down in the property, about 1915 or 1916. It has never been dewatered since that time.

(b) The mine is located 3 miles southwest of the Waco Field, a rich and prolific producer in the early 20's, and is 1/2 mile southeast of the Eastern Mine near Lawton which was an excellent producer at the same time.

(c) No private reports are known or available.

17. Not applicable

18. No ore reserves can be blocked out without drilling.

19. It is believed from a study of the electrical resistivity map that the inadequate drilling by the former operators was the principal cause for the failure to discover the large mineralized sink hole a few feet to the east of them. Men who worked on the property believe that inadequate financing plus worn out, second-hand equipment was responsible for the properties failure since they are in agreement that the mill feed contained from 3½% to 6% zinc, a value which should be sufficient to provide a profit in this operation.

THE EXPLORATION

20. The object of exploration will be the discovery of lead and zinc ores, preferably those which can be mined at a profit by open pit methods.

21. The proposed work will consist of the drilling of at least 20 churn drill holes within the area inside the sink-hole structure as delineated by the electrical resistivity survey of the property and marked by a blue line on the map marked Exhibit I, plus the necessary supervision, assaying, logging, detailed resistivity and engineering necessary to arrive at a comprehensive estimate of the ore reserves.

22. The geological reasoning behind this project is explained as follows:

This property is located in the Tri-State District in which many of the ore deposits consist of mineralized sink holes, fractures and shear zones in the Boone Formation of upper Mississippian Age. It is characteristic of these ore deposits with very few exceptions, that the development of caverns and sink-holes in the Boone limestone caused a roof collapse so that the overlying shales and sandstones of Pennsylvanian Age slumped into the depression. From the standpoint of Geophysics, the overlying shales and sandstones have a low resistivity in contrast to the high resistivity of the underlying lime, thus the electrical picture of a sink hole structure on a peneplained surface would be evidenced by an area of low resistivity in the surrounding resistivity high.

Since not all sink-hole structures are mineralized, it follows that not all resistivity lows will contain orebodies, and the probability of finding ore by indescriminate geophysical prospecting is much less than if the geophysics is guided by indications of mineralization.

The basic geological premise behind this application, therefore, is as follows:

1. Find evidence of strong lead-zinc mineralization.
2. Use electrical resistivity to block out the sink-hole structure.

3. If the sink hole structure is of sufficient size to contain a large orebody, drill it out.

Evidence of strong lead-zinc mineralization has been found, and is summarized as follows:

Assays from "Shale Shaft" on Exhibit I pumped out and sampled Dec. 1948 by Mr. C. E. Beezley and Bill Vicory.

	Zn	Pb
Mine Dirt from N. Heading (shale & sandstone)	7.60%	5.50%

Assay of hand jig feed 10 ft. west of "Shale Shaft", T. C. King, July 1951

	Zn	Pb
Grab Sample of Hand Jig Feed	2.50%	9.66%

Several thousand tons of ore were mined by the John Hall Mining Company on the edge of the sink-hole structure. Two men who worked the ground independently stated that the southeast heading on the 140 ft. level broke into much better ore just before the mine shut down. Both Mun Jones and Carl Stotts stated that their drill holes so marked on Exhibit I were excellent holes.

An electrical resistivity survey has been run by the use of a "Megger" ground resistance tester. The Gish-Wenner four electrode configuration was used on a depth of penetration of 100'. This instrument uses alternating current to eliminate the effect of stray ground currents.

A large sink hole structure was outlined by the survey. A standard electrical resistivity contour map is enclosed and is marked Exhibit II. From previous resistivity work in the Waco Field 3 miles Northeast, a formula has been obtained by which the approximate depth of the shale in this limited area can be determined from the meter-ohm readings. By using this empirical formula

an electrical structure map was made and is enclosed and marked Exhibit I. The contours on map marked Exhibit I are the electrical picture of the sink-hole structure delineated and this map is to be used to guide the drilling program.

23. (a) No labor.

(b) One supervisor @ $100/wk.

(c) No repairs needed.

(d) No installation needed.

(e) No equipment needed.

(f) No equipment will be rented.

(g) The contract price of the Electrical Resistivity Machine plus crew and engineering is $200.00 per day. (Note: This is the standard price in the district for this work).

(h) No cost of materials and supplies.

Contract cost for drilling:

15 holes 200 ft. deep	3,000 ft.
5 holes 300 ft. deep	1,500 ft.
Total	4,500 ft.

@ $2.00 per foot - - - - - - - - - - - - - - -	$9,000.00
10 days resistivity @ $200/day - - - - - - -	2,000.00
Supervision 20 wks @ $100/wk - - - - - - - -	2,000.00
Assaying $50/hole- - - - - - - - - - - - - - -	1,000.00
Engineering,Surveying,maps, etc. - - - - - -	1,000.00
TOTAL - - - - - - - -	$15,000.00

Time Schedule.

The progress of the exploration program is expected to proceed uniformly for 6 months, with the expenditure of $2,500.00 per month anticipated after completion of the contract.

EXHIBIT II

MINING SUBLEASE

THIS INDENTURE made and entered into as of the 11th day of July 1951 by and between W. S. VICORY and EMMA LOUISE VICORY, his wife, and C. BEEZLEY, unmarried, Parties of the First Part, hereinafter sometimes called "Sublessors" and THOMAS C. KING, Party of the Second Part, hereinafter sometimes called "Sublessee" WITNESSETH:

WHEREAS, Sublessors are the owners of a certain leasehold estate for a term of ten (10) years from and after the tenth day of March, 1951, of the following described lands situated in Cherokee County, Kansas, to-wit:

> East one-half (E½) of the Northeast quarter (NE¼) Section 2, Township 33, Range 25; and Southeast quarter (SE¼) of the Southeast quarter (SE¼), Section 35, Township 32, Range 25 situated in Cherokee County, State of Kansas,

which lands are hereinafter referred to as "said lands" and which leasehold estate was created by a mining lease hereinafter referred to as "said lease", a copy of which is hereto attached, marked Exhibit "I" and hereby made a part hereof; and

WHEREAS, Sublessee desires to sublease said premises for the purpose of mining the same:

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration by the Sublessee to the Sublessors in hand paid, the receipt and sufficiency whereof is hereby acknowledged, and in further consideration of the covenants and agreements herein contained, to be kept and performed by the said Sublessee, the parties hereto agree as follows:

1. Sublessors do hereby sublet, sublease and demise unto the said Sublessee the premises hereinbefore described for the purposes and upon the conditions, covenants and provisions contained and set forth in said lease and for the period as set forth in Exhibit "I" and this sublease is made and entered into subject to all the terms, covenants, agreements, conditions and reservations contained in said lease and Sublessors do hereby give and grant unto the said Sublessee for and during the term of this sublease all the rights, privileges,

easements and immunities in respect to said lease and the leasehold estate created thereby and the premises described therein, which the Sublessors herein now own or enjoy, it being the intention of the parties hereto that the Sublessee herein shall have all the rights, interests and privileges under said lease, but no more, for the term hereby demised, which the Sublessors herein might or could exercise or enjoy if they operated under said lease.

2. Sublessee herein assumes and expressly covenants with the Sublessors herein to observe, keep and perform all the terms, covenants, obligations and conditions contained in said lease that are obligatory upon the Sublessors herein and it is expressly understood and agreed that neither Sublessors or Sublessee herein shall do or omit to do any act which done, or if omitted to be done, might, during the term hereof subject either of the parties hereto to the forfeiture or loss of said properties or the underlying leasehold estate. Sublessee further agrees that at the time it furnishes reports, statements, maps and other information required to be furnished to the Lessors in said lease that it will at the same time furnish Sublessors herein duplicates thereof.

3. TO HAVE AND TO HOLD said lands, rights and privileges to Sublessee for and during the term commencing on the 11th day of July, 1951, and terminating as provided in said Exhibit "I" upon the condition that said Sublessee shall well and truly perform, keep and observe each and every of the covenants, agreements and conditions herein contained on the part of the Sublessee to be performed, kept and observed.

PROVIDED, HOWEVER, that Sublessee may at any time if it so desires pay all royalties then due and surrender and terminate this sublease as to the whole of the acreage hereinbefore described by giving seven (7) days' written notice of its intention so to do and thereafter Sublessee shall be relieved from all obligations hereunder.

4. All checks, drafts, cash and other credits for ores or minerals sold from said lands together with a statement showing the amount and kinds of ore sold, the weights thereof, to whom sold and the price received for same, shall be paid or made payable to Merchants and Miners Bank of Webb City, Missouri, as agent for the parties hereto and CLOIA D. BURK, Lessor in Exhibit "I",

for the purpose of dividing said proceeds as hereinafter provided.

On Wednesday of each week, upon receipt of same and collection duly made, said agent shall pay to Cloia D. Burk seven and one-half percent ($7\frac{1}{2}$%) thereof as rent or royalty; to W. S. Vicory one and one-quarter percent ($1\frac{1}{4}$%) thereof as royalty; to C. Beezley one and one-quarter percent ($1\frac{1}{4}$%) thereof as royalty and the balance thereof of ninety percent (90%) to Sublessee, and Sublessee shall pay the cost of any handling charges for such payments.

If prospecting or mining operations should not be commenced on or before November 1, 1951, Lessee shall pay or tender to Lessor the sum of $100.00, in the manner hereinafter provided, such payment or tender shall operate as a rental for one (1) month from and after the period of time last above stated, and the same shall also cover the right and privilege in the Lessee to defer the commencing of said prospecting or mining operations for and during the said one (1) month period. In like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred or suspended after having been commenced, for like periods, successively during the term of ten (10) years from the date hereof. All rentals due hereunder may be paid by Lessee's check mailed, postage prepaid, to Lessor at Merchants and Miners Bank of Webb City, Missouri, or to the bank hereinbefore mentioned, or its successors, for Lessor's credit, on or before the day any such rentals shall become payable.

Said bank, or such other bank as Lessor may in writing hereafter designate and its successors by power irrevocable is hereby made the agent of Lessor to accept all rentals and royalties herein provided for, and the same shall continue as a depository of such royalties or rentals during the life of this lease regardless of changes of ownership of said land or said rentals or royalties.

It is agreed that said royalties shall be considered advance royalty and the amount of such payments shall be credited against subsequent earned royalties accrued under this lease but shall not otherwise be repayable by Sublessors. It is further agreed, however, that no minimum royalty payments shall be required hereunder when mining operations cannot be carried on because of unavoidable accidents, strikes or other conditions beyond the control of Sublessee or when the sale value of the concentrates produced from said lands is such that mining thereof cannot be profitably carried on by Sublessee in which latter event operations may be suspended until prices improve so that mining can be profitably conducted, PROVIDED, HOWEVER, that suspensions of operations or the payment of minimum royalties for said last mentioned cause shall not continue longer than six months without the written consent of Sublessors.

The Sublessors agree to pay their proportionate part of any taxes assessed or levied by the state in which said lands are located, or any subdivision thereof, or by the Federal Government against any ores or minerals produced from said lands.

6. IT IS MUTUALLY AGREED that Sublessee, on the termination of this

agreement or extension thereof, whether by forfeiture, surrender or lapse of time, shall have the same rights for the removal of buildings, structures, machinery and equipment from said lands as those granted Sublessors as Lessees under said Exhibit "I".

7. The Sublessors expressly reserve the right, for themselves, their agents, servants or attorneys, to enter into and upon said premises, and any and all parts thereof, at all reasonable times, to inspect and survey the same and measure the quantity of ore that shall have been mined or removed therefrom, not unnecessarily or unreasonably hindering or interrupting the work of the Sublessee.

8. IT IS FURTHER AGREED that this Sublease is granted upon the express condition that if the Sublessee shall make any default hereunder or under the terms of said lease and if such default shall continue for thirty (30) days after Sublessors or the Lessors in said lease shall serve written notice upon Sublessee specifying such default, then and in such event Sublessors shall have the right to re-enter and again possess said premises as fully as if no sublease had been given to Sublessee and said Sublessee and all persons claiming under it shall be wholly excluded therefrom and all its right in and to said premises shall wholly cease and terminate, which remedy shall be exclusive.

9. Sublessee agrees and binds itself that it will indemnify and save harmless Sublessors from and on account of all claims, suits, actions and proceedings of every kind which may be brought against Sublessors for or on account of any injury or damage to persons or property received or sustained by any person, persons, firm or corporation, in consequence of any use of, or occupation on, the premises demised, by Sublessee, its agents or servants.

10. Any request or notice which either party hereto may desire to give to the other party shall be properly served only when reduced to writing, placed in an envelope, sealed, stamped, registered and deposited in the United States Post Office addressed as follows:

W. S. Vicory
Joplin, Missouri

C. Beezley
Joplin, Missouri

Thomas C. King
443 E. 14th Street
Baxter Springs, Kansas

The parties hereto may change the address to which notices may be sent by written notice to the other in the manner hereinbefore stated.

11. If, and as often as, any party claiming under said lease shall serve any notice touching the same upon either of the parties hereto, such party shall forthwith serve a copy of such notice upon the other party, and if such notice specifies or claims any default under said lease, each of the parties agree that they or it will forthwith do whatever lies in their or its power to at once cure such default.

12. IT IS MUTUALLY AGREED that all of the covenants, grants, stipulations and conditions herein expressed shall run with the land and apply to and bind the successors and assigns of the parties hereto respectively.

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

/s/ W. S. VICORY

IN PRESENCE OF:

/s/ EMMA LOUISE VICORY

/s/ C. BEEZLEY

Sublessors.

/s/ THOMAS C. KING

Sublessee

STATE OF MISSOURI)
COUNTY OF JASPER) SS

On this 11th day of July A.D. 1951, before me a Notary Public in and for said County, personally appeared W. S. VICORY and EMMA LOUISE VICORY, his wife, and C. BEEZLEY, an unmarried man, to me known to be three of the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin, Missouri in said County and State the day and year first above written.

/s/ JULIA CREECH

Notary Public, Jasper County, Missouri.

My commission expires Sept. 23, 1953

SEAL

17. All checks, drafts, cash or other credits for ores or minerals sold from said land with a statement, showing the amount and kinds of ores sold, the weights thereof, to whom sold, and the price received for same, shall be made payable to Merchants and Miners Bank of Webb City, Missouri, as agent for both parties for the purpose of dividing the proceeds thereof between the parties hereto, as hereafter provided.

18. On Wednesday of each week, upon receipt of same and collection duly made, said agent shall pay to the lessor, seven and one-half ($7\frac{1}{2}$) percent thereof, as rent or royalty, and shall pay the balance of ninety two and one-half ($92\frac{1}{2}$) percent to lessees. Lessees paying cost of handling charges. The lessees shall furnish a duplicate copy of assays of all ores sold.

19. The lessor, or her agent, shall have the right to inspect all underground workings and drill holes on said premises.
Logs of all holes drilled on land herein described, and blue prints of all operations showing location of drill holes and underground workings, shall be furnished to lessor as the holes are drilled and each underground survey is made from time to time.

20. The lessor agrees that dirt mined from this property may be moved to other property for milling. The lessee agrees that all ores from above land shall be kept separate from other ores at all times during the milling process, and concentrates therefrom shall at no time be co-mingled with concentrates from other lands.

21. The lessee agrees not to do any strip-pit mining or goughing on a small scale or sinking any shallow holes. There shall be no strip-pit mining of any kind until a shaft has been sunk, or sufficient drilling has been done to justify strip-pit operation.

22. Drill holes not to be used for further mining, or as a water well, are to be filled with chats by lessees.

23. Lessees are to use the main road coming in on the Farm from the west, which is practically west of the old tailing pile, and on no condition shall the lessees make a new entrance coming in on the premises.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

/s/ Cloia D. Burke
Lessor.

WITNESS:

/s/ W. S. Vicory
Lessee

/s/ J. B. Gibson

/s/ Lenna M. Gibson

/s/ C. Beezley
Lessee

FORM B
FOR SALE BY THE JOPLIN PRINTING CO., JOPLIN, MO.

MINING LEASE

EXHIBIT "I"

THIS INDENTURE, Made this.....day of....., 19....., by and between CLOIA D. BURK, Party of the first part, and W. S. VICORY, and C. BEEZLEY, Parties of the second part, all of Jasper County, State of Missouri,

....., called lessor....., and

....., called lessee.

WITNESSETH, 1. That said lessor....., in consideration of the premises and the sum of One Dollar, paid to lessor....., by lessee..... do..... hereby LEASE unto lessee for prospecting and mining for lead, zinc, coal, and other valuable mineral substances, for ten years from the date hereof, the following described tract of land (for purposes hereof considered as one parcel) situated in Cherokee County, State of Kansas to-wit:

East one-half (E½) of the Northeast Quarter (NE¼), Section 2, Township 33, Range 25; and Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), Section 35, Township 32, Range 25; situated in Cherokee County, State of Kansas.

.....of Section.....Township.....Range.....

2. The lessor.....hereby gives.....and grants.....unto lessee, for said term, the exclusive right and license to prospect and mine said land for lead, zinc, coal, and other valuable mineral substances; together with the right and license to prepare for market on said premises and remove and sell all lead, zinc, coal, and other valuable mineral substances mined thereon; with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads and other improvements upon said premises, including the use of water in said mining operations, and to place such machinery thereon as lessee may deem necessary for efficiently prospecting and mining said lands and preparing for market and disposing of ores and coal mined, with the right to lessee to remove all property so placed thereon at any time during or within one year after the termination of this lease.

3. IN CONSIDERATION WHEREOF, lessee agrees to pay unto lessor.....at Merchants and Miners Bank, at Webb City, State of Missouri, on Wednesday of each week following sale of ore, a royalty of 7½ per centum of all moneys received for ores mined and sold from said land during the preceding week, with the privilege to lessee to consume such ore and pay said percentage of the market price as royalty thereon; for the protection of the lessor.....and to the end that there may be no dispute as to the market price of ore so consumed, it is expressly agreed that if the lessor.....not satisfied with the market price used in making royalty settlements, lessor.....shall have and hereby agree.....to take said percentage of said ore, or ore of like quality, in lieu of said royalty, at the ore bins on the property each week and further agree.....to give written notice at once in the event of.....her.....not being satisfied as aforesaid.

4. Lessee agrees to pay lessor at the Bank, hereinbefore mentioned, on the tenth of each month, five per centum of all moneys received for coal mined and sold from said land during the preceding month with the privilege to lessee to consume such coal and pay said percentage of the market price as royalty thereon.

5. The lessee will keep accurate books showing quantities and kinds of ore mined from said lands, and sold or consumed, when and to whom sold, and the money received from sales and such books of account shall be open to inspection of lessor.....at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and workman-like manner as the same are usually conducted in said locality.

7. The lessor.....shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations.

8. The lessee shall commence prospecting or mining upon the lands within sixty (60) days from the date and delivery hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than 30 days except on account of unavoidable accidents, strikes or other conditions beyond the control of lessee.

9. If prospecting or mining operations should not be commenced on said land within the time hereinbefore provided, the lessee shall pay or tender the sum of $60.00 (sixty), in the manner hereinafter provided, which payment or tender shall operate as a rental for six (6) months from and after the date last above stated, and the same shall also cover the right and privilege in the lessee to defer the commencing of said prospecting or mining operations for and during the said period. In like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred or suspended after having been commenced, for like periods, successively during the term of this lease. Lessor.....expressly declares that the down payment or consideration received by him for this lease at the time of the execution thereof is a good, valid and substantial consideration and sufficient in all respects to support each and every covenant herein, including specifically the option granted the lessee to extend this lease from time to time during the term thereof upon the payment or tender of the rentals hereinbefore provided for. All rentals due hereunder may be paid by lessee's check mailed, postage prepaid, to lessor.....at....., or to the bank hereinbefore mentioned, or its successors, for lessors.....credit, on or before the date any such rentals shall become payable.

Said bank and its successors by a power irrevocable is hereby made the agent of lessor.....to accept all rentals and royalties herein provided for, and the same shall continue as a depository of such royalties or rentals during the life of this lease regardless of changes in the ownership of said land or said rentals or royalties.

10. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long as ore or coal shall be produced therefrom by the lessee, or he shall continue prospecting or mining operations on said land or any part thereof, in good faith, it being understood and agreed that in case the said lessee shall prospect the said land after the expiration of said term by drilling, he shall have the privilege of suspending such prospecting and mining operations for a period of ninety days after the completion of each hole drilled, without the payment of rentals.

11. Lessor.....hereby warrants.....and agrees.....to defend the title to the lands herein described, and agree that the lessee shall have the right, at any time, to redeem for lessor.....by payment any mortgages, taxes or other liens on the above described lands, in event of default of payment by lessor....., and be subrogated to the rights of the holder thereof.

12. The lessee shall have the right to assign or sublet this lease or any portion of the acreage covered thereby.

13. Lessee shall pay for damages, caused by his operations, to growing crops on said land.

14. In case of failure of lessee to keep and perform the terms of this lease, lessor.....may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period, said lease shall thereupon terminate, at the option of the lessor....., which remedy shall be exclusive, and the lessee agrees to execute and record at lessee's expense a proper release of this mining lease.

15. The lessee may at any time, if he desires to do so, pay all royalties or rentals then due, surrender and terminate this lease by giving seven days' written notice and thereupon he shall be relieved from all obligations hereunder with like effect as if this lease had not been made, by executing and recording at lessee's expense a proper release of this mining lease.

16. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, lessor.....ha.....duly executed this indenture the day and year first above written.

.....

.....

.....

ACKNOWLEDGMENT OF LEASE.

STATE OF....., COUNTY OF.....ss.

BE IT REMEMBERED, That on this.....day of....., in the year of our Lord, one thousand nine hundred and....., before me, a Notary Public, in and for said County and State, came..... and.....to me personally known to be the identical persons who executed the above and foregoing instrument, and who each duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires.....

.....
Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That..... of..... County, in the State of.....the within named grant.....in consideration of the sum of..... Dollars to.....in hand paid, the receipt whereof is hereby acknowledged, do.....hereby sell, assign, transfer, set over and convey unto....., heirs and assigns, the within grant.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, the said grant.....ha.....hereunto set.....hand.....this.....day of....., 19.....

.....

.....

ACKNOWLEDGMENT TO THE ASSIGNMENT.

STATE OF....., COUNTY OF.....ss.

BE IT REMEMBERED, That on this.....day of....., in the year of our Lord, one thousand nine hundred and....., before me, a Notary Public, in and for said County and State, personally appeared..... and.....to me known to be the identical person.....who executed the within and foregoing instrument and acknowledged to me that.....executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires.....

.....
Notary Public.

NO.....

MINING LEASE

FROM .....

TO .....

Dated ....., 19.....

Section....., Township....., Range.....

County.....

No. Acres.....

STATE OF..... } ss.
COUNTY OF.....

This instrument was filed for record on the..... day of....., 19..... at..... o'clock.....M., and duly recorded in Book..... Page.....of the records of this office.

.....

By....., Deputy

When recorded
Return to .....

THE JOPLIN PRINTING CO., JOPLIN, MO. 195136 500 8-45

ACKNOWLEDGMENT OF LEASE WHERE LESSOR SIGNS BY MARK.

STATE OF....., COUNTY OF.....ss.

On this.....day of.....A. D. 19....., before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared..... and..... to me known to be the identical person.....who executed the within and foregoing instrument by.....mark....., in my presence and in the presence of.....and....., as witnesses, and acknowledged to me that.....executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires.....

.....
Notary Public.

Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

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

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

DO NOT FILL IN THIS BLOCK

Docket No. DMA-1908

Date received 8/1/51

Participation

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 1 1951
LINDON F. STREBEL
Executive Secretary

Thomas C. King
443 E. 14th Street
Baxter Springs, Kansas

Name and address of applicant

Date July 27, 1951

FILL IN THIS BLOCK

Date of application 27 July 1951

Estimated cost $15,000.00

Mineral or metal Lead and Zinc

Percentage of Government participation 50%

Location of mine E½, NE¼ of Section 2, Twp. 33, R. 25) 120 acres, more or less, all
SE¼, SE¼ of Section 35, Twp. 32, R. 25) in Cherokee County, Kansas

Date of filing MF-100 Not filed

DMA Docket Number, if available

INSTRUCTIONS

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

THE APPLICANT - See attached

*1. Is applicant an individual, partnership, or corporation?
*2. If a partnership, state names and addresses of partners.
*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.
*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project.
*5. Are you the owner or the lessee of the property?
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing.

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

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)?

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

16—64067-1

THE PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

THE EXPLORATION

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

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

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

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

THE REQUIREMENTS AND COSTS

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

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

CERTIFICATION

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

(Name of company)

By Thomas Cheng
(Signature of authorized official)

30 July 1957
(Date)

(Title)

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

*Same as footnote on page 1.

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

Form MF-103
Thomas C. King

THE APPLICANT

1. Applicant is an individual.

2. Not applicable.

3. Not applicable.

4. (a) The applicant, Thomas C. King, has had the following mining and business experience:

   1. Graduate University of Arizona, B.S. Metallurgical Engineering 1943.

   2. (a) Two years underground mining experience in a gold mine in Chichuahua, Mexico.

      (b) One summer at the Phelps Dodge Corporation's Open Pit Copper Mine at Morenci, Arizona while attending school.

      (c) One summer at the A. S. & R. Co.'s Trench Mine in Patagonia, Arizona while attending school; mill and underground.

      (d) One summer with Defense Metals Corp. at Goodsprings, Nevada; mill and underground.

   3. Three years with U. S. Navy as an Engineering Officer CVE 81.

   4. Five years as Metallurgist for the Eagle Picher Mining & Smelting Company's Central Mill at Cardin, Oklahoma on Tri-State ores from the Picher Field.

   5. At present applicant is Resident Engineer for Rhude and Fryberger, iron mining and stripping contractors of Duluth, Minnesota.

4. (b) The applicant will manage the project.

5. The applicant is the sublessee of the property.

6. Not applicable.

7. See Exhibit III.

8. The applicant is a salaried engineer with a moderate bank account, a car and a family. No profit and loss statement is necessary.

9. The applicant has furnished the necessary capital to complete the lease, to sample and assay parts of the ground, to purchase an Electrical Resistivity machine - "Megger", to finance the necessary ground crews for the stadia survey and for the completion of the Geophysical Survey on this property, and has furnished the capital to prepare maps and pertinent engineering data. He is prepared to invest no additional capital unless an exploration project contract is granted in which case he will procure his half of the funds from private sources. The applicant is prepared to contribute his time as supervisory engineer, the use of the Electrical Resistivity Machine and Ground Crews if detailed Geophysics is thought necessary.

THE PROPERTY

10. (a) See (b)
(b) The E½ NE¼ of Sec. 2, Twp. 33, R. 25 and the SE¼ SE¼ of Sec. 35, Twp. 32, R. 25 consisting of 120 acres more or less all in Cherokee County, Kansas, the parcel located about one mile south of Lawton, Kansas. The mine on the property was last operated in 1916.

11. The property was originally owned by T. J. Ball and was leased by the John A. Hall Mining Company. It was later nicknamed the "Bonehead" because of the "boners" pulled by its operators. Present owner is Cloia Burk, Webb City, Mo.

12. The property is one mile south of the Kansas City Southern Railway at Lawton, Kansas, is traversed by an improved gravel surface County Road, and is about twenty miles northeast of Joplin, Missouri.

13. The mine workings made approximately 800 gpm of water in 1915 according to C. E. Beezley who was pump man for the John Hall Mining Company. This should be sufficient to run a mill. If not, the Spring River traverses the south boundary of the land. No power is to be used in the exploration project, but

adequate power for later operations is available at Waco, Missouri, three miles northeast for approximately one (1) cent per KWH.

14. There are no existing usable facilities, nor are any thought necessary for the drilling program.

15. The ore is contained in the overlying shale and in the underlying flint and lime. It is probably too muddy for a custom mill and will have to be milled or at least preconcentrated on the ground. Therefore if an orebody is found on this land, the construction of a mill will probably be necessary, and the concentrates sold to either local ore buyers or a preconcentrated product shipped to the Eagle Picher Central Mill at Cardin, Oklahoma.

16. (a) Little is known concerning this property other than the meager information supplied by men who worked there in the early days. The following information is only hearsay evidence and may or may not be accurate.

Typical of many properties in the early part of the century, there was a shallow discovery of lead in the shale in the banks of the creek which flows through the middle of the south 80 acres. The "shale shaft" so marked in Exhibit I was dug to 30' deep in the west bank of the creek and several timbered drifts were driven northeast into the shale for a distance of 20 or 30 ft. The shale was hand jigged for its lead content, and a pile of both hand jig feed and tailings from the operation are still along side the shaft. The shale was difficult to support by timbers, and difficult to mill with the hand jigs so the operation was abandoned previous to 1914.

Later, the John Hall Mining Company drilled a hole west of the creek, struck some ore, sank a shaft and built a haywire jig mill on the ground.

16. (a) continued:

Attempts were made to mine lead bearing shale at 80 ft. but hot ground and gas were encountered which forced them to abandon the heading. The deeper ground was then mined for zinc with some success, but since the project was undercapitalized from the start, break downs, and lack of delineation of the ore reserves, forced a shut down in the property, about 1915 or 1916. It has never been dewatered since that time.

(b) The mine is located 3 miles southwest of the Waco Field, a rich and prolific producer in the early 20's, and is 1/2 mile southeast of the Eastern Mine near Lawton which was an excellent producer at the same time.

(c) No private reports are known or available.

17. Not applicable

18. No ore reserves can be blocked out without drilling.

19. It is believed from a study of the electrical resistivity map that the inadequate drilling by the former operators was the principal cause for the failure to discover the large mineralized sink hole a few feet to the east of them. Men who worked on the property believe that inadequate financing plus worn out, second-hand equipment was responsible for the properties failure since they are in agreement that the mill feed contained from 3½% to 6% zinc, a value which should be sufficient to provide a profit in this operation.

THE EXPLORATION

20. The object of exploration will be the discovery of lead and zinc ores, preferably those which can be mined at a profit by open pit methods.

21. The proposed work will consist of the drilling of at least 20 churn drill holes within the area inside the sink-hole structure as delineated by the electrical resistivity survey of the property and marked by a blue line on the map marked Exhibit I, plus the necessary supervision, assaying, logging, detailed resistivity and engineering necessary to arrive at a comprehensive estimate of the ore reserves.

22. The geological reasoning behind this project is explained as follows:

This property is located in the Tri-State District in which many of the ore deposits consist of mineralized sink holes, fractures and shear zones in the Boone Formation of upper Mississippian Age. It is characteristic of these ore deposits with very few exceptions, that the development of caverns and sink-holes in the Boone limestone caused a roof collapse so that the overlying shales and sandstones of Pennsylvanian Age slumped into the depression. From the standpoint of Geophysics, the overlying shales and sandstones have a low resistivity in contrast to the high resistivity of the underlying lime, thus the electrical picture of a sink hole structure on a peneplained surface would be evidenced by an area of low resistivity in the surrounding resistivity high.

Since not all sink-hole structures are mineralized, it follows that not all resistivity lows will contain orebodies, and the probability of finding ore by indescriminate geophysical prospecting is much less than if the geophysics is guided by indications of mineralization.

The basic geological premise behind this application, therefore, is as follows:

1. Find evidence of strong lead-zinc mineralization.
2. Use electrical resistivity to block out the sink-hole structure.

3. If the sink hole structure is of sufficient size to contain a large orebody, drill it out.

Evidence of strong lead-zinc mineralization has been found, and is summarized as follows:

Assays from "Shale Shaft" on Exhibit I pumped out and sampled Dec. 1948 by Mr. C. E. Beezley and Bill Vicory.

	Zn	Pb
Mine Dirt from N. Heading (shale & sandstone)	7.60%	5.50%

Assay of hand jig feed 10 ft. west of "Shale Shaft", T. C. King, July 1951

	Zn	Pb
Grab Sample of Hand Jig Feed	2.50%	9.66%

Several thousand tons of ore were mined by the John Hall Mining Company on the edge of the sink-hole structure. Two men who worked the ground independently stated that the southeast heading on the 140 ft. level broke into much better ore just before the mine shut down. Both Mun Jones and Carl Stotts stated that their drill holes so marked on Exhibit I were excellent holes.

An electrical resistivity survey has been run by the use of a "Megger" ground resistance tester. The Gish-Wenner four electrode configuration was used on a depth of penetration of 100'. This instrument uses alternating current to eliminate the effect of stray ground currents.

A large sink hole structure was outlined by the survey. A standard electrical resistivity contour map is enclosed and is marked Exhibit II. From previous resistivity work in the Waco Field 3 miles Northeast, a formula has been obtained by which the approximate depth of the shale in this limited area can be determined from the meter-ohm readings. By using this empirical formula

an electrical structure map was made and is enclosed and marked Exhibit I. The contours on map marked Exhibit I are the electrical picture of the sink-hole structure delineated and this map is to be used to guide the drilling program.

23. (a) No labor.

(b) One supervisor @ $100/wk.

(c) No repairs needed.

(d) No installation needed.

(e) No equipment needed.

(f) No equipment will be rented.

(g) The contract price of the Electrical Resistivity Machine plus crew and engineering is $200.00 per day. (Note: This is the standard price in the district for this work).

(h) No cost of materials and supplies.

Contract cost for drilling:

15 holes 200 ft. deep	3,000 ft.
5 holes 300 ft. deep	1,500 ft.
Total	4,500 ft.

@ $2.00 per foot - - - - - - - - - - - - - - -	$9,000.00
10 days resistivity @ $200/day - - - - - - - -	2,000.00
Supervision 20 wks @ $100/wk - - - - - - - - -	2,000.00
Assaying $50/hole- - - - - - - - - - - - - - -	1,000.00
Engineering,Surveying,maps, etc. - - - - - - -	1,000.00
TOTAL - - - - - - - - -	$15,000.00

Time Schedule.

The progress of the exploration program is expected to proceed uniformly for 6 months, with the expenditure of $2,500.00 per month anticipated after completion of the contract.

MINING SUBLEASE

THIS INDENTURE made and entered into as of the 11th day of July 1951 by and between W. S. VICORY and EMMA LOUISE VICORY, his wife, and C. BEEZLEY, unmarried, Parties of the First Part, hereinafter sometimes called "Sublessors" and THOMAS C. KING, Party of the Second Part, hereinafter sometimes called "Sublessee" WITNESSETH:

WHEREAS, Sublessors are the owners of a certain leasehold estate for a term of ten (10) years from and after the tenth day of March, 1951, of the following described lands situated in Cherokee County, Kansas, to-wit:

> East one-half (E½) of the Northeast quarter (NE¼) Section 2, Township 33, Range 25; and Southeast quarter (SE¼) of the Southeast quarter (SE¼), Section 35, Township 32, Range 25 situated in Cherokee County, State of Kansas,

which lands are hereinafter referred to as "said lands" and which leasehold estate was created by a mining lease hereinafter referred to as "said lease", a copy of which is hereto attached, marked Exhibit "I" and hereby made a part hereof; and

WHEREAS, Sublessee desires to sublease said premises for the purpose of mining the same:

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration by the Sublessee to the Sublessors in hand paid, the receipt and sufficiency whereof is hereby acknowledged, and in further consideration of the covenants and agreements herein contained, to be kept and performed by the said Sublessee, the parties hereto agree as follows:

1. Sublessors do hereby sublet, sublease and demise unto the said Sublessee the premises hereinbefore described for the purposes and upon the conditions, covenants and provisions contained and set forth in said lease and for the period as set forth in Exhibit "I" and this sublease is made and entered into subject to all the terms, covenants, agreements, conditions and reservations contained in said lease and Sublessors do hereby give and grant unto the said Sublessee for and during the term of this sublease all the rights, privileges,

easements and immunities in respect to said lease and the leasehold estate created thereby and the premises described therein, which the Sublessors herein now own or enjoy, it being the intention of the parties hereto that the Sublessee herein shall have all the rights, interests and privileges under said lease, but no more, for the term hereby demised, which the Sublessors herein might or could exercise or enjoy if they operated under said lease.

2. Sublessee herein assumes and expressly covenants with the Sublessors herein to observe, keep and perform all the terms, covenants, obligations and conditions contained in said lease that are obligatory upon the Sublessors herein and it is expressly understood and agreed that neither Sublessors or Sublessee herein shall do or omit to do any act which done, or if omitted to be done, might, during the term hereof subject either of the parties hereto to the forfeiture or loss of said properties or the underlying leasehold estate. Sublessee further agrees that at the time it furnishes reports, statements, maps and other information required to be furnished to the Lessors in said lease that it will at the same time furnish Sublessors herein duplicates thereof.

3. TO HAVE AND TO HOLD said lands, rights and privileges to Sublessee for and during the term commencing on the 11th day of July, 1951, and terminating as provided in said Exhibit "I" upon the condition that said Sublessee shall well and truly perform, keep and observe each and every of the covenants, agreements and conditions herein contained on the part of the Sublessee to be performed, kept and observed.

PROVIDED, HOWEVER, that Sublessee may at any time if it so desires pay all royalties then due and surrender and terminate this sublease as to the whole of the acreage hereinbefore described by giving seven (7) days' written notice of its intention so to do and thereafter Sublessee shall be relieved from all obligations hereunder.

4. All checks, drafts, cash and other credits for ores or minerals sold from said lands together with a statement showing the amount and kinds of ore sold, the weights thereof, to whom sold and the price received for same, shall be paid or made payable to Merchants and Miners Bank of Webb City, Missouri, as agent for the parties hereto and CLOIA D. BURK, Lessor in Exhibit "I",

for the purpose of dividing said proceeds as hereinafter provid

On Wednesday of each week, upon receipt of same an duly made, said agent shall pay to Cloia D. Burk seven and one-ha (7½%) thereof as rent or royalty; to W. S. Vicory one and one-quar cent (1¼%) thereof as royalty; to C. Beezley one and one-quarter p (1¼%) thereof as royalty and the balance thereof of ninety percent (to Sublessee, and Sublessee shall pay the cost of any handling charge such payments.

If prospecting or mining operations should not be commenced on or before November 1, 1951, Lessee shall pay or tender to Lessor the sum of $100.00, in the manner hereinafter provided, such payment or tender shall operate as a rental for one (1) month from and after the period of time last above stated, and the same shall also cover the right and privilege in the Lessee to defer the commencing of said prospecting or mining operations for and during the said one (1) month period. In like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred or suspended after having been commenced, for like periods, successively during the term of ten (10) years from the date hereof. All rentals due hereunder may be paid by Lessee's check mailed, postage prepaid, to Lessor at Merchants and Miners Bank of Webb City, Missouri, or to the bank hereinbefore mentioned, or its successors, for Lessor's credit, on or before the day any such rentals shall become payable.

Said bank, or such other bank as Lessor may in writing hereafter designate and its successors by power irrevocable is hereby made the agent of Lessor to accept all rentals and royalties herein provided for, and the same shall continue as a depository of such royalties or rentals during the life of this lease regardless of changes of ownership of said land or said rentals or royalties.

It is agreed that said royalties shall be considered advance royalty and the amount of such payments shall be credited against subsequent earned royalties accrued under this lease but shall not otherwise be repayable by Sublessors. It is further agreed, however, that no minimum royalty payments shall be required hereunder when mining operations cannot be carried on because of unavoidable accidents, strikes or other conditions beyond the control of Sublessee or when the sale value of the concentrates produced from said lands is such that mining thereof cannot be profitably carried on by Sublessee in which latter event operations may be suspended until prices improve so that mining can be profitably conducted, PROVIDED, HOWEVER, that suspensions of operations or the payment of minimum royalties for said last mentioned cause shall not continue longer than six months without the written consent of Sublessors.

The Sublessors agree to pay their proportionate part of any taxes assessed or levied by the state in which said lands are located, or any subdivision thereof, or by the Federal Government against any ores or minerals produced from said lands.

6. IT IS MUTUALLY AGREED that Sublessee, on the termination of this

agreement or extension thereof, whether by forfeiture, surrender or lapse of time, shall have the same rights for the removal of buildings, structures, machinery and equipment from said lands as those granted Sublessors as Lessees under said Exhibit "I".

7. The Sublessors expressly reserve the right, for themselves, their agents, servants or attorneys, to enter into and upon said premises, and any and all parts thereof, at all reasonable times, to inspect and survey the same and measure the quantity of ore that shall have been mined or removed therefrom, not unnecessarily or unreasonably hindering or interrupting the work of the Sublessee.

8. IT IS FURTHER AGREED that this Sublease is granted upon the express condition that if the Sublessee shall make any default hereunder or under the terms of said lease and if such default shall continue for thirty (30) days after Sublessors or the Lessors in said lease shall serve written notice upon Sublessee specifying such default, then and in such event Sublessors shall have the right to re-enter and again possess said premises as fully as if no sublease had been given to Sublessee and said Sublessee and all persons claiming under it shall be wholly excluded therefrom and all its right in and to said premises shall wholly cease and terminate, which remedy shall be exclusive.

9. Sublessee agrees and binds itself that it will indemnify and save harmless Sublessors from and on account of all claims, suits, actions and proceedings of every kind which may be brought against Sublessors for or on account of any injury or damage to persons or property received or sustained by any person, persons, firm or corporation, in consequence of any use of, or occupation on, the premises demised, by Sublessee, its agents or servants.

10. Any request or notice which either party hereto may desire to give to the other party shall be properly served only when reduced to writing, placed in an envelope, sealed, stamped, registered and deposited in the United States Post Office addressed as follows:

W. S. Vicory
Joplin, Missouri

C. Beezley
Joplin, Missouri

Thomas C. King
443 E. 14th Street
Baxter Springs, Kansas

The parties hereto may change the address to which notices may be sent by written notice to the other in the manner hereinbefore stated.

11. If, and as often as, any party claiming under said lease shall serve any notice touching the same upon either of the parties hereto, such party shall forthwith serve a copy of such notice upon the other party, and if such notice specifies or claims any default under said lease, each of the parties agree that they or it will forthwith do whatever lies in their or its power to at once cure such default.

12. IT IS MUTUALLY AGREED that all of the covenants, grants, stipulations and conditions herein expressed shall run with the land and apply to and bind the successors and assigns of the parties hereto respectively.

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

IN PRESENCE OF:

/s/ W. S. VICORY

/s/ EMMA LOUISE VICORY

/s/ C. BEEZLEY

Sublessors.

/s/ THOMAS C. KING

Sublessee

STATE OF MISSOURI }
COUNTY OF JASPER } SS

On this 11th day of July A.D. 1951, before me a Notary Public in and for said County, personally appeared W. S. VICORY and EMMA LOUISE VICORY, his wife, and C. BEEZLEY, an unmarried man, to me known to be three of the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin, Missouri in said County and State the day and year first above written.

/s/ JULIA CREECH

Notary Public, Jasper County, Missouri.

My commission expires Sept. 23, 1953

SEAL

17. All checks, drafts, cash or other credits for ores or minerals sold from said land with a statement, showing the amount and kinds of ores sold, the weights thereof, to whom sold, and the price received for same, shall be made payable to Merchants and Miners Bank of Webb City, Missouri, as agent for both parties for the purpose of dividing the proceeds thereof between the parties hereto, as hereafter provided.

18. On Wednesday of each week, upon receipt of same and collection duly made, said agent shall pay to the lessor, seven and one-half (7½) percent thereof, as rent or royalty, and shall pay the balance of ninety two and one-half (92½) percent to lessees. Lessees paying cost of handling charges. The lessees shall furnish a duplicate copy of assays of all ores sold.

19. The lessor, or her agent, shall have the right to inspect all underground workings and drill holes on said premises.
Logs of all holes drilled on land herein described, and blue prints of all operations showing location of drill holes and underground workings, shall be furnished to lessor as the holes are drilled and each underground survey is made from time to time.

20. The lessor agrees that dirt mined from this property may be moved to other property for milling. The lessee agrees that all ores from above land shall be kept separate from other ores at all times during the milling process, and concentrates therefrom shall at no time be co-mingled with concentrates from other lands.

21. The lessee agrees not to do any strip-pit mining or goughing on a small scale or sinking any shallow holes. There shall be no strip-pit mining of any kind until a shaft has been sunk, or sufficient drilling has been done to justify strip-pit operation.

22. Drill holes not to be used for further mining, or as a water well, are to be filled with chats by lessees.

23. Lessees are to use the main road coming in on the Farm from the west, which is practically west of the old tailing pile, and on no condition shall the lessees make a new entrance coming in on the premises.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

/s/ Cloia D. Burke
Lessor.

WITNESS:

/s/ J. B. Gibson

/s/ W. S. Vicory
Lessee

/s/ Lenna M. Gibson

/s/ C. Beezley
Lessee

FORM B
FOR SALE BY THE JOPLIN PRINTING CO., JOPLIN, MO.

MINING LEASE

EXHIBIT "I"

THIS INDENTURE, Made this.....day of....., 19....., by and between CLOIA D. BURK, Party of the first part, and W. S. VICORY, and C. BEEZLEY, Parties of the second part, all of Jasper County, State of Missouri,

....., called lessor....., and

....., called lessee.

WITNESSETH, 1. That said lessor....., in consideration of the premises and the sum of One Dollar, paid to lessor....., by lessee..... do..... hereby LEASE unto lessee for prospecting and mining for lead, zinc, coal, and other valuable mineral substances, for ten years from the date hereof, the following described tract of land (for purposes hereof considered as one parcel) situated in Cherokee County, State of Kansas to-wit:

East one-half (E½) of the Northeast Quarter (NE¼), Section 2, Township 33, Range 25; and Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), Section 35, Township 32, Range 25; situated in Cherokee County, State of Kansas.

.....of Section.....Township.....Range.....

2. The lessor.....hereby gives.....and grant.....unto lessee, for said term, the exclusive right and license to prospect and mine said land for lead, zinc, coal, and other valuable mineral substances; together with the right and license to prepare for market on said premises and remove and sell all lead, zinc, coal, and other valuable mineral substances mined thereon; with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads and other improvements upon said premises, including the use of water in said mining operations, and to place such machinery thereon as lessee may deem necessary for efficiently prospecting and mining said lands and preparing for market and disposing of ores and coal mined, with the right to lessee to remove all property so placed thereon at any time during or within one year after the termination of this lease.

3. IN CONSIDERATION WHEREOF, lessee agrees to pay unto lessor.....at Merchants and Miners Bank, at Webb City, State of Missouri, on Wednesday of each week following sale of ore, a royalty of 7½ per centum of all moneys received for ores mined and sold from said land during the preceding week, with the privilege to lessee to consume such ore and pay said percentage of the market price as royalty thereon; for the protection of the lessor.....and to the end that there may be no dispute as to the market price of ore so consumed, it is expressly agreed that if the lessor..... .....not satisfied with the market price used in making royalty settlements, lessor.....shall have and hereby agree.....to take said percentage of said ore, or ore of like quality in lieu of said royalty, at the ore bins on the property each week and further agree.....to give written notice at once in the event of.....her.....not being satisfied as aforesaid.

4. Lessee agrees to pay lessor at the Bank, hereinbefore mentioned, on the tenth of each month, five per centum of all moneys received for coal mined and sold from said land during the preceding month with the privilege to lessee to consume such coal and pay said percentage of the market price as royalty thereon.

5. The lessee will keep accurate books showing quantities and kinds of ore mined from said lands, and sold or consumed, when and to whom sold, and the money received from sales and such books of account shall be open to inspection of lessor.....at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and workman-like manner as the same are usually conducted in said locality.

7. The lessor.....shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations.

8. The lessee shall commence prospecting or mining upon the lands within.....sixty (60).....days from the date and delivery hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than 30 days except on account of unavoidable accidents, strikes or other conditions beyond the control of lessee.

9. If prospecting or mining operations should not be commenced on said land within the time hereinbefore provided, the lessee shall pay or tender the sum of $60.00 (sixty), in the manner hereinafter provided, which payment or tender shall operate as a rental for six (6).....months from and after the date last above stated, and the same shall also cover the right and privilege in the lessee to defer the commencing of said prospecting or mining operations for and during the said period. In like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred or suspended after having been commenced, for like periods, successively during the term of this lease. Lessor.....expressly declares that the down payment or consideration received by him for this lease at the time of the execution thereof is a good, valid and substantial consideration and sufficient in all respects to support each and every covenant herein, including specifically the option granted the lessee to extend this lease from time to time during the term thereof upon the payment or tender of the rentals hereinbefore provided for. All rentals due hereunder may be paid by lessee's check mailed, postage prepaid, to lessor.....at....., or to the bank hereinbefore mentioned, or its successors, for lessor.....credit, on or before the date any such rentals shall become payable.

Said bank and its successors by a power irrevocable is hereby made the agent of lessor.....to accept all rentals and royalties herein provided for, and the same shall continue as a depository of such royalties or rentals during the life of this lease regardless of changes in the ownership of said land or said rentals or royalties.

10. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long as ore or coal shall be produced therefrom by the lessee, or he shall continue prospecting or mining operations on said land or any part thereof, in good faith, it being understood and agreed that in case the said lessee shall prospect the said land after the expiration of said term by drilling, he shall have the privilege of suspending such prospecting and mining operations for a period of ninety days after the completion of each hole drilled, without the payment of rentals.

11. Lessor.....hereby warrant.....and agree.....to defend the title to the lands herein described, and agree that the lessee shall have the right, at any time, to redeem for lessor.....by payment any mortgages, taxes or other liens on the above described lands, in event of default of payment by lessor....., and be subrogated to the rights of the holder thereof.

12. The lessee shall have the right to assign or sublet this lease or any portion of the acreage covered thereby.

13. Lessee shall pay for damages, caused by his operations, to growing crops on said land.

14. In case of failure of lessee to keep and perform the terms of this lease, lessor.....may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period, said lease shall thereupon terminate, at the option of the lessor....., which remedy shall be exclusive, and the lessee agrees to execute and record at lessee's expense a proper release of this mining lease.

15. The lessee may at any time, if he desires to do so, pay all royalties or rentals then due, surrender and terminate this lease by giving seven days' written notice and thereupon he shall be relieved from all obligations hereunder with like effect as if this lease had not been made, by executing and recording at lessee's expense a proper release of this mining lease.

16. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, lessor.....ha.....duly executed this indenture the day and year first above written.

.....

.....

.....

ACKNOWLEDGMENT OF LEASE.

STATE OF....., COUNTY OF.....ss.

BE IT REMEMBERED, That on this.....day of....., in the year of our Lord, one thousand nine hundred and....., before me, a Notary Public, in and for said County and State, came..... and.....to me personally known to be the identical persons who executed the above and foregoing instrument, and who each duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires.....

.....
Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That..... of..... County, in the State of.....the within named grant.....in consideration of the sum of..... Dollars to.....in hand paid, the receipt whereof is hereby acknowledged, do.....hereby sell, assign, transfer, set over and convey unto....., heirs and assigns, the within grant.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, the said grant.....ha.....hereunto set.....hand.....this.....day of....., 19.....

.....

.....

ACKNOWLEDGMENT TO THE ASSIGNMENT.

STATE OF....., COUNTY OF.....ss.

BE IT REMEMBERED, That on this.....day of....., in the year of our Lord, one thousand nine hundred and....., before me, a Notary Public, in and for said County and State, personally appeared..... and.....to me known to be the identical person.....who executed the within and foregoing instrument and acknowledged to me that.....executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires.....

.....
Notary Public.

NO.....

MINING LEASE

FROM .....

TO .....

Dated ....., 19.....

Section....., Township....., Range.....

County.....

No. Acres.....

STATE OF..... } ss.
COUNTY OF.....

This instrument was filed for record on the..... day of....., 19..... at..... o'clock.....M., and duly recorded in Book..... Page.....of the records of this office.

.....

By....., Deputy

When recorded
Return to .....

THE JOPLIN PRINTING CO., JOPLIN, MO. 195136 500 8-45

ACKNOWLEDGMENT OF LEASE WHERE LESSOR SIGNS BY MARK.

STATE OF....., COUNTY OF.....ss.

On this.....day of.....A. D. 19....., before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared..... and..... to me known to be the identical person.....who executed the within and foregoing instrument by.....mark....., in my presence and in the presence of.....and....., as witnesses, and acknowledged to me that.....executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires.....

.....
Notary Public.

Form MF-103
(April 1951)

U. DEPARTMENT OF THE INTERI

DEFENSE MINERALS ADMINISTRATION

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

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

DO NOT FILL IN THIS BLOCK

Docket No. DMA-1908

Date received 8/1/51

Participation

Thomas C. King
443 E. 14th Street
Baxter Springs, Kansas

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 1 1951
LINDEL F. CRUSSEL
Executive Secretary

Name and address of applicant

Date July 27, 1951

FILL IN THIS BLOCK

Date of application 27 July 1951

Estimated cost $15,000.00

Mineral or metal Lead and Zinc

Percentage of Government participation 50%

Location of mine E½, NE¼ of Section 2, Twp. 33, R. 25) 120 acres, more or less, all
SE¼, SE¼ of Section 35, Twp. 32, R. 25) in Cherokee County, Kansas

Date of filing MF-100 Not filed

DMA Docket Number, if available

INSTRUCTIONS

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

THE APPLICANT - See attached

*1. Is applicant an individual, partnership, or corporation?
*2. If a partnership, state names and addresses of partners.
*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.
*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project.
*5. Are you the owner or the lessee of the property?
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing.

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

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)?

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

16—64067-1

THE PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

THE EXPLORATION

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

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

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

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

THE REQUIREMENTS AND COSTS

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

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

CERTIFICATION

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

(Name of company)	By Thomas Kirby (Signature of authorized official)
30 July 1951 (Date)	(Title)

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

*Same as footnote on page 1.

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

Form MF-103
Thomas C. King

THE APPLICANT

1. Applicant is an individual.

2. Not applicable.

3. Not applicable.

4. (a) The applicant, Thomas C. King, has had the following mining and business experience:

   1. Graduate University of Arizona, B.S. Metallurgical Engineering 1943.

   2. (a) Two years underground mining experience in a gold mine in Chichuahua, Mexico.

      (b) One summer at the Phelps Dodge Corporation's Open Pit Copper Mine at Morenci, Arizona while attending school.

      (c) One summer at the A. S. & R. Co.'s Trench Mine in Patagonia, Arizona while attending school; mill and underground.

      (d) One summer with Defense Metals Corp. at Goodsprings, Nevada; mill and underground.

   3. Three years with U. S. Navy as an Engineering Officer CVE 81.

   4. Five years as Metallurgist for the Eagle Picher Mining & Smelting Company's Central Mill at Cardin, Oklahoma on Tri-State ores from the Picher Field.

   5. At present applicant is Resident Engineer for Rhude and Fryberger, iron mining and stripping contractors of Duluth, Minnesota.

4. (b) The applicant will manage the project.

5. The applicant is the sublessee of the property.

6. Not applicable.

7. See Exhibit III.

8. The applicant is a salaried engineer with a moderate bank account, a car and a family. No profit and loss statement is necessary.

9. The applicant has furnished the necessary capital to complete the lease, to sample and assay parts of the ground, to purchase an Electrical Resistivity machine - "Megger", to finance the necessary ground crews for the stadia survey and for the completion of the Geophysical Survey on this property, and has furnished the capital to prepare maps and pertinent engineering data. He is prepared to invest no additional capital unless an exploration project contract is granted in which case he will procure his half of the funds from private sources. The applicant is prepared to contribute his time as supervisory engineer, the use of the Electrical Resistivity Machine and Ground Crews if detailed Geophysics is thought necessary.

THE PROPERTY

10. (a) See (b)
(b) The E½ NE¼ of Sec. 2, Twp. 33, R. 25 and the SE¼ SE¼ of Sec. 35, Twp. 32, R. 25 consisting of 120 acres more or less all in Cherokee County, Kansas, the parcel located about one mile south of Lawton, Kansas. The mine on the property was last operated in 1916.

11. The property was originally owned by T. J. Ball and was leased by the John A. Hall Mining Company. It was later nicknamed the "Bonehead" because of the "boners" pulled by its operators. Present owner is Cloia Burk, Webb City, Mo.

12. The property is one mile south of the Kansas City Southern Railway at Lawton, Kansas, is traversed by an improved gravel surface County Road, and is about twenty miles northeast of Joplin, Missouri.

13. The mine workings made approximately 800 gpm of water in 1915 according to C. E. Beezley who was pump man for the John Hall Mining Company. This should be sufficient to run a mill. If not, the Spring River traverses the south boundary of the land. No power is to be used in the exploration project, but

adequate power for later operations is available at Waco, Missouri, three miles northeast for approximately one (1) cent per KWH.

14. There are no existing usable facilities, nor are any thought necessary for the drilling program.

15. The ore is contained in the overlying shale and in the underlying flint and lime. It is probably too muddy for a custom mill and will have to be milled or at least preconcentrated on the ground. Therefore if an orebody is found on this land, the construction of a mill will ~~probably~~ be necessary, and the concentrates sold to either local ore buyers or a preconcentrated product shipped to the Eagle Picher Central Mill at Cardin, Oklahoma.

16. (a) Little is known concerning this property other than the meager information supplied by men who worked there in the early days. The following information is only hearsay evidence and may or may not be accurate.

Typical of many properties in the early part of the century, there was a shallow discovery of lead in the shale in the banks of the creek which flows through the middle of the south 80 acres. The "shale shaft" so marked in Exhibit I was dug to 30' deep in the west bank of the creek and several timbered drifts were driven northeast into the shale for a distance of 20 or 30 ft. The shale was hand jigged for its lead content, and a pile of both hand jig feed and tailings from the operation are still along side the shaft. The shale was difficult to support by timbers, and difficult to mill with the hand jigs so the operation was abandoned previous to 1914.

Later, the John Hall Mining Company drilled a hole west of the creek, struck some ore, sank a shaft and built a haywire jig mill on the ground.

16. (a) continued:

Attempts were made to mine lead bearing shale at 80 ft. but hot ground and gas were encountered which forced them to abandon the heading. The deeper ground was then mined for zinc with some success, but since the project was undercapitalized from the start, break downs, and lack of delineation of the ore reserves, forced a shut down in the property, about 1915 or 1916. It has never been dewatered since that time.

(b) The mine is located 3 miles southwest of the Waco Field, a rich and prolific producer in the early 20's, and is 1/2 mile southeast of the Eastern Mine near Lawton which was an excellent producer at the same time.

(c) No private reports are known or available.

17. Not applicable

18. No ore reserves can be blocked out without drilling.

19. It is believed from a study of the electrical resistivity map that the inadequate drilling by the former operators was the principal cause for the failure to discover the large mineralized sink hole a few feet to the east of them. Men who worked on the property believe that inadequate financing plus worn out, second-hand equipment was responsible for the properties failure since they are in agreement that the mill feed contained from 3½% to 6% zinc, a value which should be sufficient to provide a profit in this operation.

THE EXPLORATION

20. The object of exploration will be the discovery of lead and zinc ores, preferably those which can be mined at a profit by open pit methods.

21. The proposed work will consist of the drilling of at least 20 churn drill holes within the area inside the sink-hole structure as delineated by the electrical resistivity survey of the property and marked by a blue line on the map marked Exhibit I, plus the necessary supervision, assaying, logging, detailed resistivity and engineering necessary to arrive at a comprehensive estimate of the ore reserves.

22. The geological reasoning behind this project is explained as follows:

This property is located in the Tri-State District in which many of the ore deposits consist of mineralized sink holes, fractures and shear zones in the Boone Formation of upper Mississippian Age. It is characteristic of these ore deposits with very few exceptions, that the development of caverns and sink-holes in the Boone limestone caused a roof collapse so that the overlying shales and sandstones of Pennsylvanian Age slumped into the depression. From the standpoint of Geophysics, the overlying shales and sandstones have a low resistivity in contrast to the high resistivity of the underlying lime, thus the electrical picture of a sink hole structure on a peneplained surface would be evidenced by an area of low resistivity in the surrounding resistivity high.

Since not all sink-hole structures are mineralized, it follows that not all resistivity lows will contain orebodies, and the probability of finding ore by indescriminate geophysical prospecting is much less than if the geophysics is guided by indications of mineralization.

The basic geological premise behind this application, therefore, is as follows:

1. Find evidence of strong lead-zinc mineralization.
2. Use electrical resistivity to block out the sink-hole structure.

3. If the sink hole structure is of sufficient size to contain a large orebody, drill it out.

Evidence of strong lead-zinc mineralization has been found, and is summarized as follows:

Assays from "Shale Shaft" on Exhibit I pumped out and sampled Dec. 1943 by Mr. C. E. Beezley and Bill Vicory.

	Zn	Pb
Mine Dirt from N. Heading (shale & sandstone)	7.60%	5.50%

Assay of hand jig feed 10 ft. west of "Shale Shaft", T. C. King, July 1951

	Zn	Pb
Grab Sample of Hand Jig Feed	2.50%	9.66%

Several thousand tons of ore were mined by the John Hall Mining Company on the edge of the sink-hole structure. Two men who worked the ground independently stated that the southeast heading on the 140 ft. level broke into much better ore just before the mine shut down. Both Mun Jones and Carl Stotts stated that their drill holes so marked on Exhibit I were excellent holes.

An electrical resistivity survey has been run by the use of a "Megger" ground resistance tester. The Gish-Wenner four electrode configuration was used on a depth of penetration of 100'. This instrument uses alternating current to eliminate the effect of stray ground currents.

A large sink hole structure was outlined by the survey. A standard electrical resistivity contour map is enclosed and is marked Exhibit II. From previous resistivity work in the Waco Field 3 miles Northeast, a formula has been obtained by which the approximate depth of the shale in this limited area can be determined from the meter-ohm readings. By using this empirical formula

an electrical structure map was made and is enclosed and marked Exhibit I. The contours on map marked Exhibit I are the electrical picture of the sink-hole structure delineated and this map is to be used to guide the drilling program.

23. (a) No labor.

(b) One supervisor @ $100/wk.

(c) No repairs needed.

(d) No installation needed.

(e) No equipment needed.

(f) No equipment will be rented.

(g) The contract price of the Electrical Resistivity Machine plus crew and engineering is $200.00 per day. (Note: This is the standard price in the district for this work).

(h) No cost of materials and supplies.

Contract cost for drilling:

15 holes 200 ft. deep	3,000 ft.
5 holes 300 ft. deep	1,500 ft.
Total	4,500 ft.

@ $2.00 per foot - - - - - - - - - - - - - - -	$9,000.00
10 days resistivity @ $200/day - - - - - - - -	2,000.00
Supervision 20 wks @ $100/wk - - - - - - - - -	2,000.00
Assaying $50/hole- - - - - - - - - - - - - - -	1,000.00
Engineering,Surveying,maps, etc. - - - - - - -	1,000.00
TOTAL - - - - - - - -	$15,000.00

Time Schedule.

The progress of the exploration program is expected to proceed uniformly for 6 months, with the expenditure of $2,500.00 per month anticipated after completion of the contract.

MINING SUBLEASE

THIS INDENTURE made and entered into as of the 11th day of July 1951 by and between W. S. VICORY and EMMA LOUISE VICORY, his wife, and C. BEEZLEY, unmarried, Parties of the First Part, hereinafter sometimes called "Sublessors" and THOMAS C. KING, Party of the Second Part, hereinafter sometimes called "Sublessee" WITNESSETH:

WHEREAS, Sublessors are the owners of a certain leasehold estate for a term of ten (10) years from and after the tenth day of March, 1951, of the following described lands situated in Cherokee County, Kansas, to-wit:

> East one-half (E½) of the Northeast quarter (NE¼) Section 2, Township 33, Range 25; and Southeast quarter (SE¼) of the Southeast quarter (SE¼), Section 35, Township 32, Range 25 situated in Cherokee County, State of Kansas,

which lands are hereinafter referred to as "said lands" and which leasehold estate was created by a mining lease hereinafter referred to as "said lease", a copy of which is hereto attached, marked Exhibit "I" and hereby made a part hereof; and

WHEREAS, Sublessee desires to sublease said premises for the purpose of mining the same;

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration by the Sublessee to the Sublessors in hand paid, the receipt and sufficiency whereof is hereby acknowledged, and in further consideration of the covenants and agreements herein contained, to be kept and performed by the said Sublessee, the parties hereto agree as follows:

1. Sublessors do hereby sublet, sublease and demise unto the said Sublessee the premises hereinbefore described for the purposes and upon the conditions, covenants and provisions contained and set forth in said lease and for the period as set forth in Exhibit "I" and this sublease is made and entered into subject to all the terms, covenants, agreements, conditions and reservations contained in said lease and Sublessors do hereby give and grant unto the said Sublessee for and during the term of this sublease all the rights, privileges,

easements and immunities in respect to said lease and the leasehold estate created thereby and the premises described therein, which the Sublessors herein now own or enjoy, it being the intention of the parties hereto that the Sublessee herein shall have all the rights, interests and privileges under said lease, but no more, for the term hereby demised, which the Sublessors herein might or could exercise or enjoy if they operated under said lease.

2. Sublessee herein assumes and expressly covenants with the Sublessors herein to observe, keep and perform all the terms, covenants, obligations and conditions contained in said lease that are obligatory upon the Sublessors herein and it is expressly understood and agreed that neither Sublessors or Sublessee herein shall do or omit to do any act which done, or if omitted to be done, might, during the term hereof subject either of the parties hereto to the forfeiture or loss of said properties or the underlying leasehold estate. Sublessee further agrees that at the time it furnishes reports, statements, maps and other information required to be furnished to the Lessors in said lease that it will at the same time furnish Sublessors herein duplicates thereof.

3. TO HAVE AND TO HOLD said lands, rights and privileges to Sublessee for and during the term commencing on the 11th day of July, 1951, and terminating as provided in said Exhibit "I" upon the condition that said Sublessee shall well and truly perform, keep and observe each and every of the covenants, agreements and conditions herein contained on the part of the Sublessee to be performed, kept and observed.

PROVIDED, HOWEVER, that Sublessee may at any time if it so desires pay all royalties then due and surrender and terminate this sublease as to the whole of the acreage hereinbefore described by giving seven (7) days' written notice of its intention so to do and thereafter Sublessee shall be relieved from all obligations hereunder.

4. All checks, drafts, cash and other credits for ores or minerals sold from said lands together with a statement showing the amount and kinds of ore sold, the weights thereof, to whom sold and the price received for same, shall be paid or made payable to Merchants and Miners Bank of Webb City, Missouri, as agent for the parties hereto and CLOIA D. BURK, Lessor in Exhibit "I",

for the purpose of dividing said proceeds as hereinafter provided.

On Wednesday of each week, upon receipt of same and collection duly made, said agent shall pay to Cloia D. Burk seven and one-half percent (7½%) thereof as rent or royalty; to W. S. Vicory one and one-quarter percent (1¼%) thereof as royalty; to C. Beezley one and one-quarter percent (1¼%) thereof as royalty and the balance thereof of ninety percent (90%) to Sublessee, and Sublessee shall pay the cost of any handling charges for such payments.

If prospecting or mining operations should not be commenced on or before November 1, 1951, Lessee shall pay or tender to Lessor the sum of $100.00, in the manner hereinafter provided, such payment or tender shall operate as a rental for one (1) month from and after the period of time last above stated, and the same shall also cover the right and privilege in the Lessee to defer the commencing of said prospecting or mining operations for and during the said one (1) month period. In like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred or suspended after having been commenced, for like periods, successively during the term of ten (10) years from the date hereof. All rentals due hereunder may be paid by Lessee's check mailed, postage prepaid, to Lessor at Merchants and Miners Bank of Webb City, Missouri, or to the bank hereinbefore mentioned, or its successors, for Lessor's credit, on or before the day any such rentals shall become payable.

Said bank, or such other bank as Lessor may in writing hereafter designate and its successors by power irrevocable is hereby made the agent of Lessor to accept all rentals and royalties herein provided for, and the same shall continue as a depository of such royalties or rentals during the life of this lease regardless of changes of ownership of said land or said rentals or royalties.

It is agreed that said royalties shall be considered advance royalty and the amount of such payments shall be credited against subsequent earned royalties accrued under this lease but shall not otherwise be repayable by Sublessors. It is further agreed, however, that no minimum royalty payments shall be required hereunder when mining operations cannot be carried on because of unavoidable accidents, strikes or other conditions beyond the control of Sublessee or when the sale value of the concentrates produced from said lands is such that mining thereof cannot be profitably carried on by Sublessee in which latter event operations may be suspended until prices improve so that mining can be profitably conducted, PROVIDED, HOWEVER, that suspensions of operations or the payment of minimum royalties for said last mentioned cause shall not continue longer than six months without the written consent of Sublessors.

The Sublessors agree to pay their proportionate part of any taxes assessed or levied by the state in which said lands are located, or any subdivision thereof, or by the Federal Government against any ores or minerals produced from said lands.

6. IT IS MUTUALLY AGREED that Sublessee, on the termination of this

agreement or extension thereof, whether by forfeiture, surrender or lapse of time, shall have the same rights for the removal of buildings, structures, machinery and equipment from said lands as those granted Sublessors as Lessees under said Exhibit "I".

7. The Sublessors expressly reserve the right, for themselves, their agents, servants or attorneys, to enter into and upon said premises, and any and all parts thereof, at all reasonable times, to inspect and survey the same and measure the quantity of ore that shall have been mined or removed therefrom, not unnecessarily or unreasonably hindering or interrupting the work of the Sublessee.

8. IT IS FURTHER AGREED that this Sublease is granted upon the express condition that if the Sublessee shall make any default hereunder or under the terms of said lease and if such default shall continue for thirty (30) days after Sublessors or the Lessors in said lease shall serve written notice upon Sublessee specifying such default, then and in such event Sublessors shall have the right to re-enter and again possess said premises as fully as if no sublease had been given to Sublessee and said Sublessee and all persons claiming under it shall be wholly excluded therefrom and all its right in and to said premises shall wholly cease and terminate, which remedy shall be exclusive.

9. Sublessee agrees and binds itself that it will indemnify and save harmless Sublessors from and on account of all claims, suits, actions and proceedings of every kind which may be brought against Sublessors for or on account of any injury or damage to persons or property received or sustained by any person, persons, firm or corporation, in consequence of any use of, or occupation on, the premises demised, by Sublessee, its agents or servants.

10. Any request or notice which either party hereto may desire to give to the other party shall be properly served only when reduced to writing, placed in an envelope, sealed, stamped, registered and deposited in the United States Post Office addressed as follows:

W. S. Vicory
Joplin, Missouri

C. Beezley
Joplin, Missouri

Thomas C. King
443 E. 14th Street
Baxter Springs, Kansas

The parties hereto may change the address to which notices may be sent by written notice to the other in the manner hereinbefore stated.

11. If, and as often as, any party claiming under said lease shall serve any notice touching the same upon either of the parties hereto, such party shall forthwith serve a copy of such notice upon the other party, and if such notice specifies or claims any default under said lease, each of the parties agree that they or it will forthwith do whatever lies in their or its power to at once cure such default.

12. IT IS MUTUALLY AGREED that all of the covenants, grants, stipulations and conditions herein expressed shall run with the land and apply to and bind the successors and assigns of the parties hereto respectively.

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

IN PRESENCE OF:

/s/ W. S. VICORY

/s/ EMMA LOUISE VICORY

/s/ C. BEEZLEY

Sublessors.

/s/ THOMAS C. KING

Sublessee

STATE OF MISSOURI)
COUNTY OF JASPER) SS

On this 11th day of July A.D. 1951, before me a Notary Public in and for said County, personally appeared W. S. VICORY and EMMA LOUISE VICORY, his wife, and C. BEEZLEY, an unmarried man, to me known to be three of the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin, Missouri in said County and State the day and year first above written.

/s/ JULIA CREECH

Notary Public, Jasper County, Missouri.

My commission expires Sept. 23, 1953

SEAL

17. All checks, drafts, cash or other credits for ores or minerals sold from said land with a statement, showing the amount and kinds of ores sold, the weights thereof, to whom sold, and the price received for same, shall be made payable to Merchants and Miners Bank of Webb City, Missouri, as agent for both parties for the purpose of dividing the proceeds thereof between the parties hereto, as hereafter provided.

18. On Wednesday of each week, upon receipt of same and collection duly made, said agent shall pay to the lessor, seven and one-half (7½) percent thereof, as rent or royalty, and shall pay the balance of ninety two and one-half (92½) percent to lessees. Lessees paying cost of handling charges. The lessees shall furnish a duplicate copy of assays of all ores sold.

19. The lessor, or her agent, shall have the right to inspect all underground workings and drill holes on said premises.
Logs of all holes drilled on land herein described, and blue prints of all operations showing location of drill holes and underground workings, shall be furnished to lessor as the holes are drilled and each underground survey is made from time to time.

20. The lessor agrees that dirt mined from this property may be moved to other property for milling. The lessee agrees that all ores from above land shall be kept separate from other ores at all times during the milling process, and concentrates therefrom shall at no time be co-mingled with concentrates from other lands.

21. The lessee agrees not to do any strip-pit mining or goughing on a small scale or sinking any shallow holes. There shall be no strip-pit mining of any kind until a shaft has been sunk, or sufficient drilling has been done to justify strip-pit operation.

22. Drill holes not to be used for further mining, or as a water well, are to be filled with chats by lessees.

23. Lessees are to use the main road coming in on the Farm from the west, which is practically west of the old tailing pile, and on no condition shall the lessees make a new entrance coming in on the premises.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

/s/ Cloia D. Burke
Lessor.

WITNESS:

/s/ J. B. Gibson

/s/ W. S. Vicory
Lessee

/s/ Lenna M. Gibson

/s/ C. Beezley
Lessee

FORM B
FOR SALE BY THE JOPLIN PRINTING CO., JOPLIN, MO.

MINING LEASE

EXHIBIT "I"

THIS INDENTURE, Made this.....day of....., 19....., by and between CLOTA D. BURK, Party of the first part, and W. G. VICKRY, and C. DEEVEY, Parties of the second part, all of Jasper County, State of Missouri,

....., called lessor....., and

....., called lessee.

WITNESSETH, 1. That said lessor....., in consideration of the premises and the sum of One Dollar, paid to lessor....., by lessee..... do..... hereby LEASE unto lessee for prospecting and mining for lead, zinc, coal, and other valuable mineral substances, for ten years from the date hereof, the following described tract of land (for purposes hereof considered as one parcel) situated in.....Cherokee County, State of.....Kansas.....to-wit:

East one-half (E½) of the Northeast Quarter (NE¼), Section 2, Township 33, Range 25; and Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), Section 35, Township 32, Range 25; situated in Cherokee County, State of Kansas.

.....of Section.....Township.....Range.....

2. The lessor.....hereby gives.....and grants.....unto lessee, for said term, the exclusive right and license to prospect and mine said land for lead, zinc, coal, and other valuable mineral substances; together with the right and license to prepare for market on said premises and remove and sell all lead, zinc, coal, and other valuable mineral substances mined thereon; with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads and other improvements upon said premises, including the use of water in said mining operations, and to place such machinery thereon as lessee may deem necessary for efficiently prospecting and mining said lands and preparing for market and disposing of ores and coal mined, with the right to lessee to remove all property so placed thereon at any time during or within one year after the termination of this lease.

3. IN CONSIDERATION WHEREOF, lessee agrees to pay unto lessor.....at.....Merchants and Miners.....Bank, at Webb City, State of.....Missouri....., on Wednesday of each week following sale of ore, a royalty of 7%.....per centum of all moneys received for ores mined and sold from said land during the preceding week, with the privilege to lessee to consume such ore and pay said percentage of the market price as royalty thereon; for the protection of the lessor.....and to the end that there may be no dispute as to the market price of ore so consumed, it is expressly agreed that if the lessor..... .....not satisfied with the market price used in making royalty settlements, lessor.....shall have and hereby agrees.....to take said percentage of said ore, or ore of like quality in lieu of said royalty, at the ore bins on the property each week and further agrees.....to give written notice at once in the event of.....her.....not being satisfied as aforesaid.

4. Lessee agrees to pay lessor at the Bank, hereinbefore mentioned, on the tenth of each month, five per centum of all moneys received for coal mined and sold from said land during the preceding month with the privilege to lessee to consume such coal and pay said percentage of the market price as royalty thereon.

5. The lessee will keep accurate books showing quantities and kinds of ore mined from said lands, and sold or consumed, when and to whom sold, and the money received from sales and such books of account shall be open to inspection of lessor.....at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and workman-like manner as the same are usually conducted in said locality.

7. The lessor.....shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations.

8. The lessee shall commence prospecting or mining upon the lands within.....sixty (60).....days from the date and delivery hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than 30 days except on account of unavoidable accidents, strikes or other conditions beyond the control of lessee.

9. If prospecting or mining operations should not be commenced on said land within the time hereinbefore provided, the lessee shall pay or tender the sum of $60.00 (sixty), in the manner hereinafter provided, which payment or tender shall operate as a rental for six (6).....months from and after the date last above stated, and the same shall also cover the right and privilege in the lessee to defer the commencing of said prospecting or mining operations for and during the said period. In like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred or suspended after having been commenced, for like periods, successively during the term of this lease. Lessor.....expressly declares that the down payment or consideration received by him for this lease at the time of the execution thereof is a good, valid and substantial consideration and sufficient in all respects to support each and every covenant herein, including specifically the option granted the lessee to extend this lease from time to time during the term thereof upon the payment or tender of the rentals hereinbefore provided for. All rentals due hereunder may be paid by lessee's check mailed, postage prepaid, to lessor.....at....., or to the bank hereinbefore mentioned, or its successors, for lessor's.....credit, on or before the date any such rentals shall become payable.

Said bank and its successors by a power irrevocable is hereby made the agent of lessor.....to accept all rentals and royalties herein provided for, and the same shall continue as a depository of such royalties or rentals during the life of this lease regardless of changes in the ownership of said land or said rentals or royalties.

10. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long as ore or coal shall be produced therefrom by the lessee, or he shall continue prospecting or mining operations on said land or any part thereof, in good faith, it being understood and agreed that in case the said lessee shall prospect the said land after the expiration of said term by drilling, he shall have the privilege of suspending such prospecting and mining operations for a period of ninety days after the completion of each hole drilled, without the payment of rentals.

11. Lessor.....hereby warrants.....and agrees.....to defend the title to the lands herein described, and agree that the lessee shall have the right, at any time, to redeem for lessor.....by payment any mortgages, taxes or other liens on the above described lands, in event of default of payment by lessor....., and be subrogated to the rights of the holder thereof.

12. The lessee shall have the right to assign or sublet this lease or any portion of the acreage covered thereby.

13. Lessee shall pay for damages, caused by his operations, to growing crops on said land.

14. In case of failure of lessee to keep and perform the terms of this lease, lessor.....may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period, said lease shall thereupon terminate, at the option of the lessor....., which remedy shall be exclusive, and the lessee agrees to execute and record at lessee's expense a proper release of this mining lease.

15. The lessee may at any time, if he desires to do so, pay all royalties or rentals then due, surrender and terminate this lease by giving seven days' written notice and thereupon he shall be relieved from all obligations hereunder with like effect as if this lease had not been made, by executing and recording at lessee's expense a proper release of this mining lease.

16. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, lessor.....has.....duly executed this indenture the day and year first above written.

.....

.....

.....

ACKNOWLEDGMENT OF LEASE.

STATE OF....., COUNTY OF.....ss.

BE IT REMEMBERED, That on this.....day of....., in the year of our Lord, one thousand nine hundred and....., before me, a Notary Public, in and for said County and State, came..... and.....to me personally known to be the identical persons who executed the above and foregoing instrument, and who each duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires.....

.....
Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That..... of..... County, in the State of.....the within named grant.....in consideration of the sum of..... Dollars to.....in hand paid, the receipt whereof is hereby acknowledged, do.....hereby sell, assign, transfer, set over and convey unto....., heirs and assigns, the within grant.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, the said grant.....ha.....hereunto set.....hand.....this.....day of....., 19.....

.....

.....

ACKNOWLEDGMENT TO THE ASSIGNMENT.

STATE OF....., COUNTY OF.....ss.

BE IT REMEMBERED, That on this.....day of....., in the year of our Lord, one thousand nine hundred and....., before me, a Notary Public, in and for said County and State, personally appeared..... and.....to me known to be the identical person.....who executed the within and foregoing instrument and acknowledged to me that.....executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires.....

.....
Notary Public.

NO.....

MINING LEASE

FROM .....

TO .....

.....

Dated ....., 19.....

Section....., Township....., Range.....

County.....

No. Acres.....

STATE OF..... } ss.
COUNTY OF.....

This instrument was filed for record on the..... day of....., 19..... at..... o'clock.....M., and duly recorded in Book..... Page.....of the records of this office.

.....

By....., Deputy

When recorded
Return to .....

THE JOPLIN PRINTING CO., JOPLIN, MO. 195136 500 8-45

ACKNOWLEDGMENT OF LEASE WHERE LESSOR SIGNS BY MARK.

STATE OF....., COUNTY OF.....ss.

On this.....day of.....A. D. 19....., before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared..... and..... to me known to be the identical person.....who executed the within and foregoing instrument by.....mark....., in my presence and in the presence of.....and....., as witnesses, and acknowledged to me that.....executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires.....

.....
Notary Public.

Form MF-103
(April 1951)

U. DEPARTMENT OF THE INTERI
DEFENSE MINERALS ADMINISTRATION

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

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

DO NOT FILL IN THIS BLOCK

Docket No. DMA-1908

Date received 8/1/51

Participation

Thomas C. King
443 E. 14th Street
Baxter Springs, Kansas

Department of the Interior
Defense Minerals Administration
Denver
AUG 1 1951
Executive Secretary

Name and address of applicant

Date July 27, 1951

FILL IN THIS BLOCK

Date of application 27 July 1951

Estimated cost $15,000.00

Mineral or metal Lead and Zinc

Percentage of Government participation 50%

Location of mine E½, NE¼ of Section 2, Twp. 33, R. 25) 120 acres, more or less, all
SE¼, SE¼ of Section 35, Twp. 32, R. 25) in Cherokee County, Kansas

Date of filing MF-100 Not filed

DMA Docket Number, if available

INSTRUCTIONS

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

THE APPLICANT - See attached

*1. Is applicant an individual, partnership, or corporation?
*2. If a partnership, state names and addresses of partners.
*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.
*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project.
*5. Are you the owner or the lessee of the property?
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing.

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

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)?

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

16—64067-1

THE PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

THE EXPLORATION

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

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

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

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

THE REQUIREMENTS AND COSTS

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

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

CERTIFICATION

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

30 July 1951
(Name of company)

By Thomas Clay
(Signature of authorized official)

(Date)

(Title)

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

*Same as footnote on page 1.

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

Form MF-103
Thomas C. King

THE APPLICANT

1. Applicant is an individual.

2. Not applicable.

3. Not applicable.

4. (a) The applicant, Thomas C. King, has had the following mining and business experience:

   1. Graduate University of Arizona, B.S. Metallurgical Engineering 1943.

   2. (a) Two years underground mining experience in a gold mine in Chichuahua, Mexico.

      (b) One summer at the Phelps Dodge Corporation's Open Pit Copper Mine at Morenci, Arizona while attending school.

      (c) One summer at the A. S. & R. Co.'s Trench Mine in Patagonia, Arizona while attending school; mill and underground.

      (d) One summer with Defense Metals Corp. at Goodsprings, Nevada; mill and underground.

   3. Three years with U. S. Navy as an Engineering Officer CVE 81.

   4. Five years as Metallurgist for the Eagle Picher Mining & Smelting Company's Central Mill at Cardin, Oklahoma on Tri-State ores from the Picher Field.

   5. At present applicant is Resident Engineer for Rhude and Fryberger, iron mining and stripping contractors of Duluth, Minnesota.

4. (b) The applicant will manage the project.

5. The applicant is the sublessee of the property.

6. Not applicable.

7. See Exhibit III.

8. The applicant is a salaried engineer with a moderate bank account, a car and a family. No profit and loss statement is necessary.

9. The applicant has furnished the necessary capital to complete the lease, to sample and assay parts of the ground, to purchase an Electrical Resistivity machine - "Megger", to finance the necessary ground crews for the stadia survey and for the completion of the Geophysical Survey on this property, and has furnished the capital to prepare maps and pertinent engineering data. He is prepared to invest no additional capital unless an exploration project contract is granted in which case he will procure his half of the funds from private sources. The applicant is prepared to contribute his time as supervisory engineer, the use of the Electrical Resistivity Machine and Ground Crews if detailed Geophysics is thought necessary.

THE PROPERTY

10. (a) See (b)
(b) The E½ NE¼ of Sec. 2, Twp. 33, R. 25 and the SE¼ SE¼ of Sec. 35, Twp. 32, R. 25 consisting of 120 acres more or less all in Cherokee County, Kansas, the parcel located about one mile south of Lawton, Kansas. The mine on the property was last operated in 1916.

11. The property was originally owned by T. J. Ball and was leased by the John A. Ball Mining Company. It was later nicknamed the "Bonehead" because of the "boners" pulled by its operators. Present owner is Cleia Burk, Webb City, Mo.

12. The property is one mile south of the Kansas City Southern Railway at Lawton, Kansas, is traversed by an improved gravel surface County Road, and is about twenty miles northeast of Joplin, Missouri.

13. The mine workings made approximately 800 gpm of water in 1915 according to C. E. Beezley who was pump man for the John Ball Mining Company. This should be sufficient to run a mill. If not, the Spring River traverses the south boundary of the land. No power is to be used in the exploration project, but

adequate power for later operations is available at Waco, Missouri, three miles northeast for approximately one (1) cent per KWH.

14. There are no existing usable facilities, nor are any thought necessary for the drilling program.

15. The ore is contained in the overlying shale and in the underlying flint and lime. It is probably too muddy for a custom mill and will have to be milled or at least preconcentrated on the ground. Therefore if an orebody is found on this land, the construction of a mill will ~~probably~~ be necessary, and the concentrates sold to either local ore buyers or a preconcentrated product shipped to the Eagle Picher Central Mill at Cardin, Oklahoma.

16. (a) Little is known concerning this property other than the meager information supplied by men who worked there in the early days. The following information is only hearsay evidence and may or may not be accurate.

Typical of many properties in the early part of the century, there was a shallow discovery of lead in the shale in the banks of the creek which flows through the middle of the south 80 acres. The "shale shaft" so marked in Exhibit I was dug to 30' deep in the west bank of the creek and several timbered drifts were driven northeast into the shale for a distance of 20 or 30 ft. The shale was hand jigged for its lead content, and a pile of both hand jig feed and tailings from the operation are still along side the shaft. The shale was difficult to support by timbers, and difficult to mill with the hand jigs so the operation was abandoned previous to 1914.

Later, the John Hall Mining Company drilled a hole west of the creek, struck some ore, sank a shaft and built a haywire jig mill on the ground.

16. (a) continued:

Attempts were made to mine lead bearing shale at 80 ft. but hot ground and gas were encountered which forced them to abandon the heading. The deeper ground was then mined for zinc with some success, but since the project was undercapitalized from the start, break downs, and lack of delineation of the ore reserves, forced a shut down in the property, about 1915 or 1916. It has never been dewatered since that time.

(b) The mine is located 3 miles southwest of the Waco Field, a rich and prolific producer in the early 20's, and is 1/2 mile southeast of the Eastern Mine near Lawton which was an excellent producer at the same time.

(c) No private reports are known or available.

17. Not applicable

18. No ore reserves can be blocked out without drilling.

19. It is believed from a study of the electrical resistivity map that the inadequate drilling by the former operators was the principal cause for the failure to discover the large mineralized sink hole a few feet to the east of them. Men who worked on the property believe that inadequate financing plus worn out, second-hand equipment was responsible for the properties failure since they are in agreement that the mill feed contained from 3½% to 6% zinc, a value which should be sufficient to provide a profit in this operation.

THE EXPLORATION

20. The object of exploration will be the discovery of lead and zinc ores, preferably those which can be mined at a profit by open pit methods.

21. The proposed work will consist of the drilling of at least 20 churn drill holes within the area inside the sink-hole structure as delineated by the electrical resistivity survey of the property and marked by a blue line on the map marked Exhibit I, plus the necessary supervision, assaying, logging, detailed resistivity and engineering necessary to arrive at a comprehensive estimate of the ore reserves.

22. The geological reasoning behind this project is explained as follows:

This property is located in the Tri-State District in which many of the ore deposits consist of mineralized sink holes, fractures and shear zones in the Boone Formation of upper Mississippian Age. It is characteristic of these ore deposits with very few exceptions, that the development of caverns and sink-holes in the Boone limestone caused a roof collapse so that the overlying shales and sandstones of Pennsylvanian Age slumped into the depression. From the standpoint of Geophysics, the overlying shales and sandstones have a low resistivity in contrast to the high resistivity of the underlying lime, thus the electrical picture of a sink hole structure or a peneplained surface would be evidenced by an area of low resistivity in the surrounding resistivity high.

Since not all sink-hole structures are mineralized, it follows that not all resistivity lows will contain orebodies, and the probability of finding ore by indescriminate geophysical prospecting is much less than if the geophysics is guided by indications of mineralization.

The basic geological premise behind this application, therefore, is as follows:

1. Find evidence of strong lead-zinc mineralization.
2. Use electrical resistivity to block out the sink-hole structure.

3. If the sink hole structure is of sufficient size to contain a large orebody, drill it out.

Evidence of strong lead-zinc mineralization has been found, and is summarized as follows:

Assays from "Shale Shaft" on Exhibit I pumped out and sampled Dec. 1948 by Mr. C. E. Beezley and Bill Vicery.

	Zn	Pb
Mine Dirt from N. Heading (shale & sandstone)	7.50%	5.50%

Assay of hand jig feed 10 ft. west of "Shale Shaft", T. C. King, July 1951

	Zn	Pb
Grab Sample of Hand Jig Feed	2.50%	9.66%

Several thousand tons of ore were mined by the John Hall Mining Company on the edge of the sink-hole structure. Two men who worked the ground independently stated that the southeast heading on the 140 ft. level broke into much better ore just before the mine shut down. Both Mun Jones and Carl Stotts stated that their drill holes so marked on Exhibit I were excellent holes.

An electrical resistivity survey has been run by the use of a "Megger" ground resistance tester. The Gish-Wenner four electrode configuration was used on a depth of penetration of 100'. This instrument uses alternating current to eliminate the effect of stray ground currents.

A large sink hole structure was outlined by the survey. A standard electrical resistivity contour map is enclosed and is marked Exhibit II. From previous resistivity work in the Waco Field 3 miles Northeast, a formula has been obtained by which the approximate depth of the shale in this limited area can be determined from the meter-ohm readings. By using this empirical formula

an electrical structure map was made and is enclosed and marked Exhibit I. The contours on map marked Exhibit I are the electrical picture of the sink-hole structure delineated and this map is to be used to guide the drilling program.

23. (a) No labor.

(b) One supervisor @ $100/wk.

(c) No repairs needed.

(d) No installation needed.

(e) No equipment needed.

(f) No equipment will be rented.

(g) The contract price of the Electrical Resistivity Machine plus crew and engineering is $200.00 per day. (Note: This is the standard price in the district for this work).

(h) No cost of materials and supplies.

Contract cost for drilling:

15 holes 200 ft. deep	3,000 ft.
5 holes 300 ft. deep	1,500 ft.
Total	4,500 ft.

@ $2.00 per foot - - - - - - - - - - - - - - -	$9,000.00
10 days resistivity @ $200/day - - - - - - - -	2,000.00
Supervision 20 wks @ $100/wk - - - - - - - - -	2,000.00
Assaying $50/hole- - - - - - - - - - - - - - -	1,000.00
Engineering,Surveying,maps, etc. - - - - - - -	1,000.00
TOTAL - - - - - - - -	$15,000.00

Time Schedule.

The progress of the exploration program is expected to proceed uniformly for 6 months, with the expenditure of $2,500.00 per month anticipated after completion of the contract.

MINING SUBLEASE

THIS INDENTURE made and entered into as of the 11th day of July 1951 by and between W. S. VICORY and EMMA LOUISE VICORY, his wife, and C. BEEZLEY, unmarried, Parties of the First Part, hereinafter sometimes called "Sublessors" and THOMAS C. KING, Party of the Second Part, hereinafter sometimes called "Sublessee" WITNESSETH:

WHEREAS, Sublessors are the owners of a certain leasehold estate for a term of ten (10) years from and after the tenth day of March, 1951, of the following described lands situated in Cherokee County, Kansas, to-wit:

> East one-half (E½) of the Northeast quarter (NE¼) Section 2, Township 33, Range 25; and Southeast quarter (SE¼) of the Southeast quarter (SE¼), Section 35, Township 32, Range 25 situated in Cherokee County, State of Kansas,

which lands are hereinafter referred to as "said lands" and which leasehold estate was created by a mining lease hereinafter referred to as "said lease", a copy of which is hereto attached, marked Exhibit "I" and hereby made a part hereof; and

WHEREAS, Sublessee desires to sublease said premises for the purpose of mining the same:

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration by the Sublessee to the Sublessors in hand paid, the receipt and sufficiency whereof is hereby acknowledged, and in further consideration of the covenants and agreements herein contained, to be kept and performed by the said Sublessee, the parties hereto agree as follows:

1. Sublessors do hereby sublet, sublease and demise unto the said Sublessee the premises hereinbefore described for the purposes and upon the conditions, covenants and provisions contained and set forth in said lease and for the period as set forth in Exhibit "I" and this sublease is made and entered into subject to all the terms, covenants, agreements, conditions and reservations contained in said lease and Sublessors do hereby give and grant unto the said Sublessee for and during the term of this sublease all the rights, privileges,

easements and immunities in respect to said lease and the leasehold estate created thereby and the premises described therein, which the Sublessors herein now own or enjoy, it being the intention of the parties hereto that the Sublessee herein shall have all the rights, interests and privileges under said lease, but no more, for the term hereby demised, which the Sublessors herein might or could exercise or enjoy if they operated under said lease.

2. Sublessee herein assumes and expressly covenants with the Sublessors herein to observe, keep and perform all the terms, covenants, obligations and conditions contained in said lease that are obligatory upon the Sublessors herein and it is expressly understood and agreed that neither Sublessors or Sublessee herein shall do or omit to do any act which done, or if omitted to be done, might, during the term hereof subject either of the parties hereto to the forfeiture or loss of said properties or the underlying leasehold estate. Sublessee further agrees that at the time it furnishes reports, statements, maps and other information required to be furnished to the Lessors in said lease that it will at the same time furnish Sublessors herein duplicates thereof.

3. TO HAVE AND TO HOLD said lands, rights and privileges to Sublessee for and during the term commencing on the 11th day of July, 1951, and terminating as provided in said Exhibit "I" upon the condition that said Sublessee shall well and truly perform, keep and observe each and every of the covenants, agreements and conditions herein contained on the part of the Sublessee to be performed, kept and observed.

PROVIDED, HOWEVER, that Sublessee may at any time if it so desires pay all royalties then due and surrender and terminate this sublease as to the whole of the acreage hereinbefore described by giving seven (7) days' written notice of its intention so to do and thereafter Sublessee shall be relieved from all obligations hereunder.

4. All checks, drafts, cash and other credits for ores or minerals sold from said lands together with a statement showing the amount and kinds of ore sold, the weights thereof, to whom sold and the price received for same, shall be paid or made payable to Merchants and Miners Bank of Webb City, Missouri, as agent for the parties hereto and CLOIA D. BURK, Lessor in Exhibit "I",

for the purpose of dividing said proceeds as hereinafter provided.

On Wednesday of each week, upon receipt of same and collection duly made, said agent shall pay to Cloia D. Burk seven and one-half percent (7½%) thereof as rent or royalty; to W. S. Vicory one and one-quarter percent (1¼%) thereof as royalty; to C. Beezley one and one-quarter percent (1¼%) thereof as royalty and the balance thereof of ninety percent (90%) to Sublessee, and Sublessee shall pay the cost of any handling charges for such payments.

If prospecting or mining operations should not be commenced on or before November 1, 1951, Lessee shall pay or tender to Lessor the sum of $100.00, in the manner hereinafter provided, such payment or tender shall operate as a rental for one (1) month from and after the period of time last above stated, and the same shall also cover the right and privilege in the Lessee to defer the commencing of said prospecting or mining operations for and during the said one (1) month period. In like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred or suspended after having been commenced, for like periods, successively during the term of ten (10) years from the date hereof. All rentals due hereunder may be paid by Lessee's check mailed, postage prepaid, to Lessor at Merchants and Miners Bank of Webb City, Missouri, or to the bank hereinbefore mentioned, or its successors, for Lessor's credit, on or before the day any such rentals shall become payable.

Said bank, or such other bank as Lessor may in writing hereafter designate and its successors by power irrevocable is hereby made the agent of Lessor to accept all rentals and royalties herein provided for, and the same shall continue as a depository of such royalties or rentals during the life of this lease regardless of changes of ownership of said land or said rentals or royalties.

It is agreed that said royalties shall be considered advance royalty and the amount of such payments shall be credited against subsequent earned royalties accrued under this lease but shall not otherwise be repayable by Sublessors. It is further agreed, however, that no minimum royalty payments shall be required hereunder when mining operations cannot be carried on because of unavoidable accidents, strikes or other conditions beyond the control of Sublessee or when the sale value of the concentrates produced from said lands is such that mining thereof cannot be profitably carried on by Sublessee in which latter event operations may be suspended until prices improve so that mining can be profitably conducted, PROVIDED, HOWEVER, that suspensions of operations or the payment of minimum royalties for said last mentioned cause shall not continue longer than six months without the written consent of Sublessors.

The Sublessors agree to pay their proportionate part of any taxes assessed or levied by the state in which said lands are located, or any subdivision thereof, or by the Federal Government against any ores or minerals produced from said lands.

6. IT IS MUTUALLY AGREED that Sublessee, on the termination of this

agreement or extension thereof, whether by forfeiture, surrender or lapse of time, shall have the same rights for the removal of buildings, structures, machinery and equipment from said lands as those granted Sublessors as Lessees under said Exhibit "I".

7. The Sublessors expressly reserve the right, for themselves, their agents, servants or attorneys, to enter into and upon said premises, and any and all parts thereof, at all reasonable times, to inspect and survey the same and measure the quantity of ore that shall have been mined or removed therefrom, not unnecessarily or unreasonably hindering or interrupting the work of the Sublessee.

8. IT IS FURTHER AGREED that this Sublease is granted upon the express condition that if the Sublessee shall make any default hereunder or under the terms of said lease and if such default shall continue for thirty (30) days after Sublessors or the Lessors in said lease shall serve written notice upon Sublessee specifying such default, then and in such event Sublessors shall have the right to re-enter and again possess said premises as fully as if no sublease had been given to Sublessee and said Sublessee and all persons claiming under it shall be wholly excluded therefrom and all its right in and to said premises shall wholly cease and terminate, which remedy shall be exclusive.

9. Sublessee agrees and binds itself that it will indemnify and save harmless Sublessors from and on account of all claims, suits, actions and proceedings of every kind which may be brought against Sublessors for or on account of any injury or damage to persons or property received or sustained by any person, persons, firm or corporation, in consequence of any use of, or occupation on, the premises demised, by Sublessee, its agents or servants.

10. Any request or notice which either party hereto may desire to give to the other party shall be properly served only when reduced to writing, placed in an envelope, sealed, stamped, registered and deposited in the United States Post Office addressed as follows:

W. S. Vicory
Joplin, Missouri

C. Beezley
Joplin, Missouri

Thomas C. King
443 E. 14th Street
Baxter Springs, Kansas

The parties hereto may change the address to which notices may be sent by written notice to the other in the manner hereinbefore stated.

11. If, and as often as, any party claiming under said lease shall serve any notice touching the same upon either of the parties hereto, such party shall forthwith serve a copy of such notice upon the other party, and if such notice specifies or claims any default under said lease, each of the parties agree that they or it will forthwith do whatever lies in their or its power to at once cure such default.

12. IT IS MUTUALLY AGREED that all of the covenants, grants, stipulations and conditions herein expressed shall run with the land and apply to and bind the successors and assigns of the parties hereto respectively.

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

IN PRESENCE OF:

/s/ W. S. VICORY

/s/ EMMA LOUISE VICORY

/s/ C. BEEZLEY

Sublessors.

/s/ THOMAS C. KING

Sublessee

STATE OF MISSOURI)
COUNTY OF JASPER) SS

On this 11th day of July A.D. 1951, before me a Notary Public in and for said County, personally appeared W. S. VICORY and EMMA LOUISE VICORY, his wife, and C. BEEZLEY, an unmarried man, to me known to be three of the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin, Missouri in said County and State the day and year first above written.

/s/ JULIA CREECH

Notary Public, Jasper County, Missouri.

My commission expires Sept. 23, 1953

SEAL

17. All checks, drafts, cash or other credits for ores or minerals sold from said land with a statement, showing the amount and kinds of ores sold, the weights thereof, to whom sold, and the price received for same, shall be made payable to Merchants and Miners Bank of Webb City, Missouri, as agent for both parties for the purpose of dividing the proceeds thereof between the parties hereto, as hereafter provided.

18. On Wednesday of each week, upon receipt of same and collection duly made, said agent shall pay to the lessor, seven and one-half (7½) percent thereof, as rent or royalty, and shall pay the balance of ninety two and one-half (92½) percent to lessees. Lessees paying cost of handling charges. The lessees shall furnish a duplicate copy of assays of all ores sold.

19. The lessor, or her agent, shall have the right to inspect all underground workings and drill holes on said premises.
Logs of all holes drilled on land herein described, and blue prints of all operations showing location of drill holes and underground workings, shall be furnished to lessor as the holes are drilled and each underground survey is made from time to time.

20. The lessor agrees that dirt mined from this property may be moved to other property for milling. The lessee agrees that all ores from above land shall be kept separate from other ores at all times during the milling process, and concentrates therefrom shall at no time be co-mingled with concentrates from other lands.

21. The lessee agrees not to do any strip-pit mining or goughing on a small scale or sinking any shallow holes. There shall be no strip-pit mining of any kind until a shaft has been sunk, or sufficient drilling has been done to justify strip-pit operation.

22. Drill holes not to be used for further mining, or as a water well, are to be filled with chats by lessees.

23. Lessees are to use the main road coming in on the Farm from the west, which is practically west of the old tailing pile, and on no condition shall the lessees make a new entrance coming in on the premises.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

/s/ Cleia D. Burke
Lessor.

WITNESS:

/s/ J. B. Gibson

/s/ Lenna M. Gibson

/s/ W. S. Vicory
Lessee

/s/ C. Beezley
Lessee

FORM B
FOR SALE BY THE JOPLIN PRINTING CO., JOPLIN, MO.

MINING LEASE

[illegible]

THIS INDENTURE, Made this.....day of....., 19....., by and between [illegible], parties of the first part, and [illegible], parties of the second part, all of Jasper County, State of Missouri, ..., called lessor....., and ....., called lessee.

WITNESSETH, 1. That said lessor....., in consideration of the premises and the sum of One Dollar, paid to lessor....., by lessee..... do..... hereby LEASE unto lessee for prospecting and mining for lead, zinc, coal, and other valuable mineral substances, for ten years from the date hereof, the following described tract of land (for purposes hereof considered as one parcel) situated in Cherokee County, State of Kansas, to-wit:

East one-half (½) of the Northeast Quarter (NE¼), Section 2, Township 33, Range 25; and Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), Section 35, Township 32, Range 25, situated in Cherokee County, State of Kansas.

.....of Section.....Township.....Range.....

2. The lessor.....hereby give.....and grant.....unto lessee, for said term, the exclusive right and license to prospect and mine said land for lead, zinc, coal, and other valuable mineral substances; together with the right and license to prepare for market on said premises and remove and sell all lead, zinc, coal, and other valuable mineral substances mined thereon; with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads and other improvements upon said premises, including the use of water in said mining operations, and to place such machinery thereon as lessee may deem necessary for efficiently prospecting and mining said lands and preparing for market and disposing of ores and coal mined, with the right to lessee to remove all property so placed thereon at any time during or within one year after the termination of this lease.

3. IN CONSIDERATION WHEREOF, lessee agrees to pay unto lessor.....at Joplin National Bank, at Webb City, State of Missouri, on Wednesday of each week following sale of ore, a royalty of 7% per centum of all moneys received for ores mined and sold from said land during the preceding week, with the privilege to lessee to consume such ore and pay said percentage of the market price as royalty thereon; for the protection of the lessor.....and to the end that there may be no dispute as to the market price of ore so consumed, it is expressly agreed that if the lessor..... .....not satisfied with the market price used in making royalty settlements, lessor.....shall have and hereby agrees.....to take said percentage of said ore, or ore of like quality, in lieu of said royalty, at the ore bins on the property each week and further agrees.....to give written notice at once in the event of.....not being satisfied as aforesaid.

4. Lessee agrees to pay lessor at the Bank, hereinbefore mentioned, on the tenth of each month, five per centum of all moneys received for coal mined and sold from said land during the preceding month with the privilege to lessee to consume such coal and pay said percentage of the market price as royalty thereon.

5. The lessee will keep accurate books showing quantities and kinds of ore mined from said lands, and sold or consumed, when and to whom sold, and the money received from sales and such books of account shall be open to inspection of lessor.....at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and workman-like manner as the same are usually conducted in said locality.

7. The lessor.....shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations.

8. The lessee shall commence prospecting or mining upon the lands within.....sixty (60).....days from the date and delivery hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than 30 days except on account of unavoidable accidents, strikes or other conditions beyond the control of lessee.

9. If prospecting or mining operations should not be commenced on said land within the time hereinbefore provided, the lessee shall pay or tender the sum of $60.00 (sixty), in the manner hereinafter provided, which payment or tender shall operate as a rental for six (6) months from and after the date last above stated, and the same shall also cover the right and privilege in the lessee to defer the commencing of said prospecting or mining operations for and during the said period. In like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred or suspended after having been commenced, for like periods, successively during the term of this lease. Lessor.....expressly declares that the down payment or consideration received by him for this lease at the time of the execution thereof is a good, valid and substantial consideration and sufficient in all respects to support each and every covenant herein, including specifically the option granted the lessee to extend this lease from time to time during the term thereof upon the payment or tender of the rentals hereinbefore provided for. All rentals due hereunder may be paid by lessee's check mailed, postage prepaid, to lessor.....at....., or to the bank hereinbefore mentioned, or its successors, for lessor's.....credit, on or before the date any such rentals shall become payable.

Said bank and its successors by a power irrevocable is hereby made the agent of lessor.....to accept all rentals and royalties herein provided for, and the same shall continue as a depository of such royalties or rentals during the life of this lease regardless of changes in the ownership of said land or said rentals or royalties.

10. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long as ore or coal shall be produced therefrom by the lessee, or he shall continue prospecting or mining operations on said land or any part thereof, in good faith, it being understood and agreed that in case the said lessee shall prospect the said land after the expiration of said term by drilling, he shall have the privilege of suspending such prospecting and mining operations for a period of ninety days after the completion of each hole drilled, without the payment of rentals.

11. Lessor.....hereby warrant.....and agree.....to defend the title to the lands herein described, and agree that the lessee shall have the right, at any time, to redeem for lessor.....by payment any mortgages, taxes or other liens on the above described lands, in event of default of payment by lessor....., and be subrogated to the rights of the holder thereof.

12. The lessee shall have the right to assign or sublet this lease or any portion of the acreage covered thereby.

13. Lessee shall pay for damages, caused by his operations, to growing crops on said land.

14. In case of failure of lessee to keep and perform the terms of this lease, lessor.....may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period, said lease shall thereupon terminate, at the option of the lessor....., which remedy shall be exclusive, and the lessee agrees to execute and record at lessee's expense a proper release of this mining lease.

15. The lessee may at any time, if he desires to do so, pay all royalties or rentals then due, surrender and terminate this lease by giving seven days' written notice and thereupon he shall be relieved from all obligations hereunder with like effect as if this lease had not been made, by executing and recording at lessee's expense a proper release of this mining lease.

16. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, lessor.....ha.....duly executed this indenture the day and year first above written.

.....

.....

.....

ACKNOWLEDGMENT OF LEASE.

STATE OF....., COUNTY OF.....ss.

BE IT REMEMBERED, That on this.....day of....., in the year of our Lord, one thousand nine hundred and....., before me, a Notary Public, in and for said County and State, came..... and.....to me personally known to be the identical persons who executed the above and foregoing instrument, and who each duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires.....

.....
Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That..... of..... County, in the State of.....the within named grant.....in consideration of the sum of..... Dollars to.....in hand paid, the receipt whereof is hereby acknowledged, do.....hereby sell, assign, transfer, set over and convey unto....., heirs and assigns, the within grant.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, the said grant.....ha.....hereunto set.....hand.....this.....day of....., 19.....

.....

.....

ACKNOWLEDGMENT TO THE ASSIGNMENT.

STATE OF....., COUNTY OF.....ss.

BE IT REMEMBERED, That on this.....day of....., in the year of our Lord, one thousand nine hundred and....., before me, a Notary Public, in and for said County and State, personally appeared..... and.....to me known to be the identical person.....who executed the within and foregoing instrument and acknowledged to me that.....executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires.....

.....
Notary Public.

NO.....

MINING LEASE

FROM .....

TO .....

Dated ....., 19.....

Section....., Township....., Range.....

County.....

No. Acres.....

STATE OF..... } ss.
COUNTY OF.....

This instrument was filed for record on the..... day of....., 19..... at..... o'clock.....M., and duly recorded in Book..... Page.....of the records of this office.

.....

By....., Deputy

When recorded
Return to .....

THE JOPLIN PRINTING CO., JOPLIN, MO. 195136 500 8-45

ACKNOWLEDGMENT OF LEASE WHERE LESSOR SIGNS BY MARK.

STATE OF....., COUNTY OF.....ss.

On this.....day of.....A. D. 19....., before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared..... and..... to me known to be the identical person.....who executed the within and foregoing instrument by.....mark....., in my presence and in the presence of.....,.....and....., as witnesses, and acknowledged to me that.....executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires.....

.....
Notary Public.