DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

## CONTROLLED DOCUMENT

DMA Docket No. 2933

## DO NOT DETACH THIS SLIP

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EXPLORATION ASSISTANCE

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

**One copy to USBM., to USGS. and to Region VI.**

Routing Slip

| | | | |
|---|---|---|---|
| To: | Code 500, Room 2616 | Date | 3/19/53 |
| To: | Oper Com | Date | 5-25-53 |
| To: | Oper Com | Date | 6-15-53 |
| To: | Oper Com. | Date | 9-2-53 |
| To: | Code 500 Rm 2616 | Date | 9-3-53 |
| To: | Oper Com | Date | 9-18-53 |
| To: | Code 500 | Date | 9/21/53 |
| To: | Code 220 | Date | 10/19/53 |
| To: | | Date | |
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## DO NOT DETACH

## CONTROLLED DOCUMENT

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 2933

COMMODITY Lead-Zinc

Government's Copy

UNITED STATES OF AMERICA IDM-E 550
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

# EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 16th day of June, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Century Lead & Zinc Company, Inc., 420 School Street, P. O. Box 1043, Joplin, Missouri, a corporation duly organized and existing under and by virtue of the laws of the State of Indiana

hereinafter called the "Operator," as follows: and as set forth in Annex I attached hereto and made a part hereof.

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

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Missouri, County of Newton, described as follows:[3] (a) The South Half of the Southwest Quarter of Section Eight (8), Township Twenty-five (25)N, Range Thirty (30)W; that part of the South Half of the Southeast Quarter of said Section Eight (8), bounded by beginning at the Southwest Corner thereof, thence North to the Northwest corner thereof, thence East 28 rods, thence Southwest on a straight line to the point of beginning. (b) The North Half of the Northwest Quarter of Sec. 17 Township Twenty-five (25)N, Range 30 W.

the Operator represents and undertakes:[4] ~~(a) That the Operator is the owner in possession and entitled to possession, and that the property is subject only to the following claims, liens, encumbrances, a statement of which the subordination agreement of the holder is attached:~~

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

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

ARTICLE 3. *Exploration project.*—The Operator, within ____ days from the date of this contract shall commence work on a project of exploration for[5] Lead-Zinc

in or upon the described land; and shall bring the project to completion within a period of twelve (12) months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 50 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $5,250.00, which is 50 percent of $10,500.00 the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operator shall provide the Government with monthly reports of units of work performed under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of units of work performed on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

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

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

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

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of the units of work performed, which the Government may inspect and audit at any time. The Government may at any time require a check of the work performed and an audit of the Operator's records and accounts, by a certified public accountant or otherwise, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account and statement of work performed to accompany his final report.

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

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

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

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

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

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

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

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided*, that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 8. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if, in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified.

ARTICLE 9. *Changes and added provisions* _____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Century Lead & Zinc Company, Inc.
(Operator)

By O. Mitteudorf
Administrator, Defense Minerals Exploration Administration

By _____

---

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

_____ [CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66329-1

EXPLORATION PROJECT CONTRACT
CENTURY LEAD & ZINC COMPANY, INC.
DOCKET NO. DMEA-2933

ANNEX I

The following provisions are in lieu of all of paragraph (a) of Article 6 which precedes the colon:

If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account required by the exploration project contract, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land which is the subject of the exploration project contract, as follows: (1) Regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

EXPLORATION PROJECT CONTRACT
CENTURY LEAD & ZINC COMPANY, INC.
DOCKET NO. DMEA-2933

EXHIBIT "A"

Description of the Work

The purpose of this project is to explore by churn drilling for lead-zinc.

The work shall be done in two stages. Upon the completion of Stage I, if the results, in the opinion of the Government indicate the advisability of additional exploration work, the work under Stage II shall be undertaken.

Stage I

Churn drill five holes not in excess of 1,000 feet at locations shown on attached map entitled "Docket 2933, Century Lead & Zinc Co., Joplin, Mo.". The depth of the holes and changes in their locations shall be subject to Government approval.

Stage II

Churn drill not in excess of 3,200 feet of holes; the location and depth of holes shall be subject to prior Government approval.

In both stages, the operator shall cause to be performed the necessary supervisory, engineering, assaying, and surveying services.

Agreed Unit Costs

Stage I

| | | |
|---|---|---|
| Churn drill 1,000 feet @ $2.00/ft. | $2,000.00 | |
| Supervising, engineering, assaying, and surveying, 1000 feet @ $.50/ft. | 500.00 | |
| Agreed Unit Cost, Stage I | | $2,500.00 |

## Stage II

| | | |
|---|---|---|
| Churn drill 3,200 feet @ $2.00/ft. | $6,400.00 | |
| Supervising, engineering, assaying, and surveying, 3,200 feet @ $.50/ft. | 1,600.00 | |
| Agreed Unit Cost, Stage II | | $ 8,000.00 |

* * * * *

| | |
|---|---|
| Agreed Unit Cost of Project | $10,500.00 |
| Government Participation @ 50% | $ 5,250.00 |

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 2933

COMMODITY Lead-Zinc

Operator's Copy
IDM-E 550

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

# EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 16th day of June, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Century Lead & Zinc Company, Inc., 420 School Street, P. O. Box 1043, Joplin, Missouri, a corporation duly organized and existing under and by virtue of the laws of the State of Indiana

hereinafter called the "Operator," as follows: and as set forth in Annex I attached hereto and made a part hereof.

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

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Missouri, County of Newton, described as follows:[3] (a) The South Half of the Southwest Quarter of Section Eight (8), Township Twenty-five (25)N, Range Thirty (30)W; that part of the South Half of the Southeast Quarter of said Section Eight (8), bounded by beginning at the Southwest Corner thereof, thence North to the Northwest corner thereof, thence East 28 rods, thence Southwest on a straight line to the point of beginning. (b) The North Half of the Northwest Quarter of Sec. 17 Township Twenty-five (25)N, Range 30 W.

the Operator represents and undertakes:[4] ~~(a) That the Operator is the owner and entitled to possession, and the Owner's Consent to Lien is attached.~~

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

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

ARTICLE 3. *Exploration project.*—The Operator, within ____ days from the date of this contract shall commence work on a project of exploration for[5] Lead-Zinc

in or upon the described land; and shall bring the project to completion within a period of twelve (12) months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 50 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $5,250.00, which is 50 percent of $10,500.00 the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operator shall provide the Government with monthly reports of units of work performed under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of units of work performed on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

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

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

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

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of the units of work performed, which the Government may inspect and audit at any time. The Government may at any time require a check of the work performed and an audit of the Operator's records and accounts, by a certified public accountant or otherwise, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account and statement of work performed to accompany his final report.

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

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

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

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

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

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

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

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided*, that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 8. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if, in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified.

ARTICLE 9. *Changes and added provisions* _____

_____

_____

_____

_____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Century Lead & Zinc Company, Inc.
(Operator)

By _____

By [signature]
Administrator, Defense
Minerals Exploration
Administration

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

_____ [CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66329-1

EXPLORATION PROJECT CONTRACT
CENTURY LEAD & ZINC COMPANY, INC.
DOCKET NO. DMEA-2933

ANNEX I

The following provisions are in lieu of all of paragraph (a) of Article 6 which precedes the colon:

If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account required by the exploration project contract, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land which is the subject of the exploration project contract, as follows: (1) Regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

EXPLORATION PROJECT CONTRACT
CENTURY LEAD & ZINC COMPANY, INC.
DOCKET NO. DMEA-2933

EXHIBIT "A"

Description of the Work

The purpose of this project is to explore by churn drilling for lead-zinc.

The work shall be done in two stages. Upon the completion of Stage I, if the results, in the opinion of the Government indicate the advisability of additional exploration work, the work under Stage II shall be undertaken.

Stage I

Churn drill five holes not in excess of 1,000 feet at locations shown on attached map entitled "Docket 2933, Century Lead & Zinc Co., Joplin, Mo.". The depth of the holes and changes in their locations shall be subject to Government approval.

Stage II

Churn drill not in excess of 3,200 feet of holes, the location and depth of holes shall be subject to prior Government approval.

In both stages, the operator shall cause to be performed the necessary supervisory, engineering, assaying, and surveying services.

Agreed Unit Costs

Stage I

| | | |
|---|---|---|
| Churn drill 1,000 feet @ $2.00/ft. | $2,000.00 | |
| Supervising, engineering, assaying, and surveying, 1000 feet @ $.50/ft. | 500.00 | |
| Agreed Unit Cost, Stage I | | $2,500.00 |

## Stage II

| | | |
|---|---|---|
| Churn drill 3,200 feet @ $2.00/ft. | $6,400.00 | |
| Supervising, engineering, assaying, and surveying, 3,200 feet @ $.50/ft. | 1,600.00 | |
| Agreed Unit Cost, Stage II | | $ 8,000.00 |

* * * * *

| | |
|---|---|
| Agreed Unit Cost of Project | $10,500.00 |
| Government Participation @ 50% | $ 5,250.00 |

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 2933

COMMODITY Lead-Zinc

Field Team's Copy

IDM-E 550

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

# EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 16th day of June, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Century Lead & Zinc Company, Inc., 420 School Street, P. O. Box 1045, Joplin, Missouri, a corporation duly organized and existing under and by virtue of the laws of the State of Indiana

hereinafter called the "Operator," as follows: and as set forth in Annex I attached hereto and made a part hereof.

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

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Missouri, County of Newton, described as follows:[3] (a) The South Half of the Southwest Quarter of Section Eight (8), Township Twenty-five (25) N, Range Thirty (30) W; that part of the South Half of the Southeast Quarter of said Section Eight (8), bounded by beginning at the Southwest Corner thereof, thence North to the Northwest corner thereof, thence East 28 rods, thence Southwest on a straight line to the point of beginning. (b) The North Half of the Northwest Quarter of Sec. 17 Township Twenty-five (25) N, Range 30 W.

the Operator represents and undertakes:[4]

~~(a) That the Operator is the owner in possession and entitled to possession, and the Owner's Consent to Lien is attached, of the following mining claims or properties, to wit:~~

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

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

ARTICLE 3. *Exploration project.*—The Operator, within ____ days from the date of this contract shall commence work on a project of exploration for[5] Lead-Zinc in or upon the described land; and shall bring the project to completion within a period of twelve (12) months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 50 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $5,250.00, which is 50 percent of $10,500.00 the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operator shall provide the Government with monthly reports of units of work performed under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of units of work performed on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

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

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

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

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of the units of work performed, which the Government may inspect and audit at any time. The Government may at any time require a check of the work performed and an audit of the Operator's records and accounts, by a certified public accountant or otherwise, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account and statement of work performed to accompany his final report.

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

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

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

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

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

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

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

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided*, that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 8. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if, in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified.

ARTICLE 9. *Changes and added provisions* _____

_____

_____

_____

_____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

**Century Lead & Zinc Company, Inc.**
(Operator)

By _____

By O. Mitteedor
**Administrator, Defense Minerals Exploration Administration**

---

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

_____ [CORPOR SE

U. S. GOVERNMENT PRINTING OFFICE 16—66329-1

EXPLORATION PROJECT CONTRACT
CENTURY LEAD & ZINC COMPANY, INC.
DOCKET NO. DMEA-2933

ANNEX I

The following provisions are in lieu of all of paragraph (a) of Article 6 which precedes the colon:

If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account required by the exploration project contract, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land which is the subject of the exploration project contract, as follows: (1) Regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

EXPLORATION PROJECT CONTRACT
CENTURY LEAD & ZINC COMPANY, INC.
DOCKET NO. DMEA-2933

EXHIBIT "A"

Description of the Work

The purpose of this project is to explore by churn drilling for lead-zinc.

The work shall be done in two stages. Upon the completion of Stage I, if the results, in the opinion of the Government indicate the advisability of additional exploration work, the work under Stage II shall be undertaken.

Stage I

Churn drill five holes not in excess of 1,000 feet at locations shown on attached map entitled "Docket 2933, Century Lead & Zinc Co., Joplin, Mo.". The depth of the holes and changes in their locations shall be subject to Government approval.

Stage II

Churn drill not in excess of 3,200 feet of holes, the location and depth of holes shall be subject to prior Government approval.

In both stages, the operator shall cause to be performed the necessary supervisory, engineering, assaying, and surveying services.

Agreed Unit Costs

Stage I

| | | |
|---|---|---|
| Churn drill 1,000 feet @ $2.00/ft. | $2,000.00 | |
| Supervising, engineering, assaying, and surveying, 1000 feet @ $.50/ft. | 500.00 | |
| Agreed Unit Cost, Stage I | | $2,500.00 |

## Stage II

| | | |
|---|---|---|
| Churn drill 3,200 feet @ $2.00/ft. | $6,400.00 | |
| Supervising, engineering, assaying, and surveying, 3,200 feet @ $.50/ft. | 1,600.00 | |
| Agreed Unit Cost, Stage II | | $ 8,000.00 |

* * * * *

| | |
|---|---|
| Agreed Unit Cost of Project | $10,500.00 |
| Government Participation @ 50% | $ 5,250.00 |

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 2933

COMMODITY Lead-Zinc

Docket

IDM-E 550

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

# EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 16th day of June, 195 3, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Century Lead & Zinc Company, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Indiana, 420 School Street, P. O. Box 1142, Joplin, Missouri

hereinafter called the "Operator," as follows: and as set forth in Annex I attached hereto and made a part hereof.

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

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Missouri, County of Barton, described as follows:[3] (a) The South Half of the Southwest Quarter of Section Eight (8), Township Twenty-five (25) N, Range Thirty (30) W; that part of the South Half of the Southeast Quarter of said Section Eight (8), bounded by beginning at the Southwest Corner thereof, thence North to the Northwest corner thereof, thence East 28 rods, thence Southwest on a straight line to the point of beginning. (b) The North Half of the Northwest Quarter of Sec. 17 Township Twenty-five (25) N. Range 30 W.

the Operator represents and undertakes:[4]

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

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

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

ARTICLE 3. *Exploration project.*—The Operator, within ____ days from the date of this contract shall commence work on a project of exploration for[5] Lead-Zinc

in or upon the described land; and shall bring the project to completion within a period of twelve (12) months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 50 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $5,250.00, which is 50 percent of $10,500.00 the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operator shall provide the Government with monthly reports of units of work performed under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of units of work performed on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

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

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

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

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of the units of work performed, which the Government may inspect and audit at any time. The Government may at any time require a check of the work performed and an audit of the Operator's records and accounts, by a certified public accountant or otherwise, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account and statement of work performed to accompany his final report.

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

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

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

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

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

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

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

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided,* that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 8. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if, in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified.

ARTICLE 9. *Changes and added provisions* _____

_____

_____

_____

_____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Century Lead & Zinc Company, Inc.
(Operator)

By O. Mitteedorf
Administrator, Defense Minerals Exploration Administration

By _____

_____

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

_____ [CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66329-1

EXPLORATION PROJECT CONTRACT
CENTURY LEAD & ZINC COMPANY, INC.
POCKET NO. [illegible]

ANNEX 8

The following provisions are in lieu of all of paragraph (a) of Article 6 which precedes the colon:

If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account required by the exploration project contract, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land which is the subject of the exploration project contract, as follows: (1) Regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

EXPLORATION PROJECT CONTRACT
CENTURY LEAD & ZINC COMPANY, INC.
DOCKET NO. DMEA-2933

EXHIBIT "A"

Description of the Work

The purpose of this project is to explore by churn drilling for lead-zinc.

The work shall be done in two stages. Upon the completion of Stage I, if the results, in the opinion of the Government indicate the advisability of additional exploration work, the work under Stage II shall be undertaken.

Stage I

Churn drill five holes not in excess of 1,000 feet at locations shown on attached map entitled "Docket 2933, Century Lead & Zinc Co., Joplin, Mo.". The depth of the holes and changes in their locations shall be subject to Government approval.

Stage II

Churn drill not in excess of 3,200 feet of holes, the location and depth of holes shall be subject to prior Government approval.

In both stages, the operator shall cause to be performed the necessary supervisory, engineering, assaying, and surveying services.

Agreed Unit Costs

Stage I

| | | |
|---|---|---|
| Churn drill 1,000 feet @ $2.00/ft. | $2,000.00 | |
| Supervising, engineering, assaying, and surveying, 1000 feet @ $.50/ft. | 500.00 | |
| Agreed Unit Cost, Stage I | | $2,500.00 |

## Stage II

| | | |
|---|---|---|
| Churn drill 3,200 feet @ $2.00/ft. | $6,400.00 | |
| Supervising, engineering, assaying, and surveying, 3,200 feet @ $.50/ft. | 1,600.00 | |
| Agreed Unit Cost, Stage II | | $ 8,000.00 |

* * * * *

| | |
|---|---|
| Agreed Unit Cost of Project | $10,500.00 |
| Government Participation @ 50% | $ 5,250.00 |

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 2933

COMMODITY Lead-Zinc

Division Copy

IDM-E 550

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

# EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 16th day of June, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Century [illegible] Company, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Indiana, P. O. Box 1[illegible], Joplin, Missouri

hereinafter called the "Operator," as follows: and as set forth in Annex 1 attached hereto and made a part hereof.

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

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Missouri, County of Barton, described as follows:[3] (a) The South Half of the Southwest Quarter of Section Eight (8), Township Twenty-Five (25) N, Range Thirty (30) W; that part of the South Half of the Southeast Quarter of said Section Eight (8), bounded by beginning at the Southeast corner thereof, thence North to the Northwest corner thereof, thence East 28 rods, thence Southwest on a straight line to the point of beginning. (b) The North Half of the Northwest Quarter of Sec. 17 Township Twenty-five (25) N, Range 30 W.

the Operator represents and undertakes:[4]

(a) That the Operator is the owner, in possession and entitled to possession, and that [illegible] following [illegible]

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

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

ARTICLE 3. *Exploration project.*—The Operator, within ____ days from the date of this contract shall commence work on a project of exploration for[5] Lead-Zinc

in or upon the described land; and shall bring the project to completion within a period of twelve (12) months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 50 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $5,250.00, which is 50 percent of $10,500.00 the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operator shall provide the Government with monthly reports of units of work performed under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of units of work performed on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

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

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

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

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of the units of work performed, which the Government may inspect and audit at any time. The Government may at any time require a check of the work performed and an audit of the Operator's records and accounts, by a certified public accountant or otherwise, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account and statement of work performed to accompany his final report.

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

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

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

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

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

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

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

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided,* that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 8. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if, in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified.

ARTICLE 9. *Changes and added provisions* _____

_____

_____

_____

_____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Century Lead & Zinc Company, Inc.
(Operator)

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

By _____

_____

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

_____ [CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66329-1

ANNEX 2

The following provisions are in lieu of all of paragraph (a) of Article 6 which precedes the colon:

If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account required by the exploration project contract, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land which is the subject of the exploration project contract, as follows: (1) Regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

EXPLORATION PROJECT CONTRACT
CENTURY LEAD & ZINC COMPANY, INC.
DOCKET NO. DMEA-2933

EXHIBIT "A"

Description of the Work

The purpose of this project is to explore by churn drilling for lead-zinc.

The work shall be done in two stages. Upon the completion of Stage I, if the results, in the opinion of the Government indicate the advisability of additional exploration work, the work under Stage II shall be undertaken.

Stage I

Churn drill five holes not in excess of 1,000 feet at locations shown on attached map entitled "Docket 2933, Century Lead & Zinc Co., Joplin, Mo.". The depth of the holes and changes in their locations shall be subject to Government approval.

Stage II

Churn drill not in excess of 3,200 feet of holes, the location and depth of holes shall be subject to prior Government approval.

In both stages, the operator shall cause to be performed the necessary supervisory, engineering, assaying, and surveying services.

Agreed Unit Costs

Stage I

| | | |
|---|---|---|
| Churn drill 1,000 feet @ $2.00/ft. | $2,000.00 | |
| Supervising, engineering, assaying, and surveying, 1000 feet @ $.50/ft. | 500.00 | |
| Agreed Unit Cost, Stage I | | $2,500.00 |

## Stage II

| | | |
|---|---|---|
| Churn drill 3,200 feet @ $2.00/ft. | $6,400.00 | |
| Supervising, engineering, assaying, and surveying, 3,200 feet @ $.50/ft. | 1,600.00 | |
| Agreed Unit Cost, Stage II | | $ 8,000.00 |

* * * * *

| | |
|---|---|
| Agreed Unit Cost of Project | $10,500.00 |
| Government Participation @ 50% | $ 5,250.00 |

MF-200 (A)
(February 1952)

OCT 1 5 1953

DOCKET NO. DMEA 2933

COMMODITY Lead-Zinc

Finance Office's Copy
IDM-E 550

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

# EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 16th day of June, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Century Lead & Zinc Company, Inc., 420 School Street, P. O. Box 1043, Joplin, Missouri, a corporation duly organized and existing under and by virtue of the laws of the State of Indiana

hereinafter called the "Operator," as follows: and as set forth in Annex I attached hereto and made a part hereof.

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

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Missouri, County of Newton, described as follows:[3] (a) The South Half of the Southwest Quarter of Section Eight (8), Township Twenty-five (25) N, Range Thirty (30) W; that part of the South Half of the Southeast Quarter of said Section Eight (8), bounded by beginning at the Southwest Corner thereof, thence North to the Northwest corner thereof, thence East 28 rods, thence Southwest on a straight line to the point of beginning. (b) The North Half of the Northwest Quarter of Sec. 17 Township Twenty-five (25) N, Range 30 W.

the Operator represents and undertakes:[4]

(a) That the Operator is the owner [illegible] following [illegible]

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

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

ARTICLE 3. *Exploration project.*—The Operator, within ____ days from the date of this contract shall commence work on a project of exploration for[5] Lead-Zinc

in or upon the described land; and shall bring the project to completion within a period of twelve (12) months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 50 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $5,250.00, which is 50 percent of $10,500.00 the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operator shall provide the Government with monthly reports of units of work performed under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of units of work performed on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

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

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

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

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of the units of work performed, which the Government may inspect and audit at any time. The Government may at any time require a check of the work performed and an audit of the Operator's records and accounts, by a certified public accountant or otherwise, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account and statement of work performed to accompany his final report.

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

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

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

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

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

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

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

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided,* that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 8. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if, in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified.

ARTICLE 9. *Changes and added provisions* _____

_____

_____

_____

_____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Century Lead & Zinc Company, Inc.
(Operator)

By C. Whittemore
Administrator, Defense Minerals Exploration Administration

By _____

---

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

_____ [CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66329-1

EXPLORATION PROJECT CONTRACT
CENTURY LEAD & ZINC COMPANY, INC.
DOCKET NO. DEFA-2933

ANNEX 3

The following provisions are in lieu of all of paragraph (a) of Article 6 which precedes the colon:

If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account required by the exploration project contract, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land which is the subject of the exploration project contract, as follows: (1) Regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

EXPLORATION PROJECT CONTRACT
CENTURY LEAD & ZINC COMPANY, INC.
DOCKET NO. DMEA-2933

EXHIBIT "A"

Description of the Work

The purpose of this project is to explore by churn drilling for lead-zinc.

The work shall be done in two stages. Upon the completion of Stage I, if the results, in the opinion of the Government indicate the advisability of additional exploration work, the work under Stage II shall be undertaken.

Stage I

Churn drill five holes not in excess of 1,000 feet at locations shown on attached map entitled "Docket 2933, Century Lead & Zinc Co., Joplin, Mo.". The depth of the holes and changes in their locations shall be subject to Government approval.

Stage II

Churn drill not in excess of 3,200 feet of holes, the location and depth of holes shall be subject to prior Government approval.

In both stages, the operator shall cause to be performed the necessary supervisory, engineering, assaying, and surveying services.

Agreed Unit Costs

Stage I

| | | |
|---|---|---|
| Churn drill 1,000 feet @ $2.00/ft. | $2,000.00 | |
| Supervising, engineering, assaying, and surveying, 1000 feet @ $.50/ft. | 500.00 | |
| Agreed Unit Cost, Stage I | | $2,500.00 |

## Stage II

| | | |
|---|---|---|
| Churn drill 3,200 feet @ $2.00/ft. | $6,400.00 | |
| Supervising, engineering, assaying, and surveying, 3,200 feet @ $.50/ft. | 1,600.00 | |
| Agreed Unit Cost, Stage II | | $ 8,000.00 |

* * * * *

| | |
|---|---|
| Agreed Unit Cost of Project | $10,500.00 |
| Government Participation @ 50% | $ 5,250.00 |

MF-200 (A)
(February 1952)

DOCKET NO. DMEA [illegible]

COMMODITY [illegible]

Extra Copy
IDM-E 550

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

# EXPLORATION PROJECT CONTRACT[1]
(Short Form)

IT IS AGREED this 16th day of June, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] [illegible] under and by virtue of the laws of the State of Indiana [illegible] hereinafter called the "Operator," as follows: [illegible]

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

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Missouri, County of Newton, described as follows:[3] (a) The South half of the Southwest quarter of Section Eight (8), Township Twenty-five (25) N, Range Thirty (30) W; and also the South half of the Southwest quarter of said Section Eight (8), commencing at the Northwest corner thereof, thence East to the Northwest corner thereof, thence East 20 rods, thence Southwest on a straight line to the point of beginning. (b) The North half of the Northwest quarter of Sec. 17 Township Twenty-five (25) N, Range [illegible] W.

the Operator represents and undertakes:[4]

(*a*) That the Operator is the owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens or encumbrances as to each of which the subordination agreement of the holder is attached: [illegible]

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

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

ARTICLE 3. *Exploration project.*—The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for[5] [illegible] in or upon the described land; and shall bring the project to completion within a period of Twelve (12) months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay _____ percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $[illegible], which is _____ percent of $[illegible], the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operator shall provide the Government with monthly reports of units of work performed under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of units of work performed on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

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

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

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

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of the units of work performed, which the Government may inspect and audit at any time. The Government may at any time require a check of the work performed and an audit of the Operator's records and accounts, by a certified public accountant or otherwise, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account and statement of work performed to accompany his final report.

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

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

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

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

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

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

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

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided*, that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 8. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if, in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified.

ARTICLE 9. *Changes and added provisions* .....

.....

.....

.....

.....

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Century Gold Mine Company, Inc.

(Operator)

C. O. Mittendorf

By Administrator, Defense Minerals Exploration Administration

By .....

---

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

..... [CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66329-1

ANNEX ___

The following provisions are in lieu of all of paragraph (a) of Article ___ which precedes the colon:

If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account required by the exploration project contract, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land which is the subject of the exploration project contract, as follows: (1) Regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

EXPLORATION PROJECT CONTRACT
CENTURY LEAD & ZINC COMPANY, INC.
DOCKET NO. DMEA-2933

EXHIBIT "A"

Description of the Work

The purpose of this project is to explore by churn drilling for lead-zinc.

The work shall be done in two stages. Upon the completion of Stage I, if the results, in the opinion of the Government indicate the advisability of additional exploration work, the work under Stage II shall be undertaken.

Stage I

Churn drill five holes not in excess of 1,000 feet at locations shown on attached map entitled "Docket 2933, Century Lead & Zinc Co., Joplin, Mo.". The depth of the holes and changes in their locations shall be subject to Government approval.

Stage II

Churn drill not in excess of 3,200 feet of holes, the location and depth of holes shall be subject to prior Government approval.

In both stages, the operator shall cause to be performed the necessary supervisory, engineering, assaying, and surveying services.

Agreed Unit Costs

Stage I

| | |
|---|---|
| Churn drill 1,000 feet @ $2.00/ft. | $2,000.00 |
| Supervising, engineering, assaying, and surveying, 1000 feet @ $.50/ft. | 500.00 |
| Agreed Unit Cost, Stage I | $2,500.00 |

## Stage II

| | | |
|---|---|---|
| Churn drill 3,200 feet @ $2.00/ft. | $6,400.00 | |
| Supervising, engineering, assaying, and surveying, 3,200 feet @ $.50/ft. | 1,600.00 | |
| Agreed Unit Cost, Stage II | | $ 8,000.00 |

* * * * *

| | |
|---|---|
| Agreed Unit Cost of Project | $10,500.00 |
| Government Participation @ 50% | $ 5,250.00 |

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
~~WASHINGTON 25, D.C.~~
Joplin, Missouri
October 15, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 19 1953

Operating Committee
Defense Minerals Exploration
Administration
Interior Building
Washington 25, D. C.

Re: Docket No. DMEA 2933(Lead-Zinc)
Century Lead & Zinc Company
Newton County, Missouri
Contract No. Idm-E550

Dear Sirs:

Enclosed herewith are the original and five copies of the unsigned contract for the above referenced docket.

In a letter to me dated September 21, 1953 the Operating Committee asked me to return the unsigned contracts so that the application may be considered as withdrawn and removed from active DMEA files.

Sincerely yours,

W. P. Williams

W. P. Williams
Executive Officer
DMEA Field Team, Region VI

WPW:jd
Enc.

Case 10-19

500

FILE COPY
SURNAME:

J.W. 1109
Inquired
K. Johnson

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

SEP 21 1953

Mr. W. P. Williams, Executive Officer
DMA Field Team, Region VI
221 West 3rd Street
Joplin, Missouri

Re: Docket No. [illegible] 2933 (Lead-Zinc)
Century Lead & Zinc Company, Inc.
Newton County, Missouri
Contract No. Idm-[illegible]550

Dear Mr. Williams:

In reference to your letter of September 9, 1953, and to the letter of Mr. J. V. Reynolds, President of the above company, will you please return to this office the original and the five copies of the unsigned contract. When these are received we will consider the application as being withdrawn, and will remove it from our active files.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JLB)

APPROVED:

J. H. Hedges

Member, Bureau of Mines (JLB)

A. R. Kinkel, Jr.

Member, Geological Survey (JLB)

JWAlt/hmj (9/14/53)
CC to: Docket
Adm. R. File
Op. Committee
Base Metals Division
Mr. Kinkel
Mr. Bishop
Chron.

R.C.G. 9-21-53

FILE COPY
SURNAME:

500

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

SEP 21 1953

Griswold
Kinkel
Bishop
Selfridge
F.E. Johnson

Hon. Dewey Short
U. S. House of Representatives
Washington, D. C.

Re: Docket No. DMFA-2933 (Lead-Zinc)
Century Lead and Zinc Company
Newton County, Missouri
Contract No. Idm-E550

My dear Mr. Short:

We have your inquiry of September 11, 1953, enclosing a copy of a letter from Mr. J. V. Reynolds, President of the above company, to this Administration.

Under date of March 18, 1953, an application was received from the Century Lead and Zinc Company, Inc., for Government assistance in an exploration project to cost $10,500.00. The proposed work program consisted of 4,200 feet of churn drilling to explore for lead-zinc ores in Newton County, Missouri.

As a result of a field examination by the DMFA Field Team a contract for the amount requested, providing for Government participation in the project to the extent of 50 per cent, was signed on June 16, 1953, and sent to our Joplin field office for forwarding to the applicant company for its signature.

However, in view of the present condition of the zinc metal market, this company decided not to do the exploration work, hence did not sign the contract, and so advised this office. Therefore, the application is being withdrawn from the active files.

We regret that this Applicant finds it necessary to discontinue operations and abandon its property.

As requested, we are returning the copy of Mr. Reynolds' letter.

Sincerely yours,

Frank E. Johnson
by EST
ACTING Administrator

WRGriswold/FEJohnson/bjl
9/18/53 (rewritten)
Copy to: Docket
Admr. R. File
Op. Committee
Base Metals
Mr. F.E. Johnson
Mr. Kinkel
Mr. Bishop
Region VII (2)
Chron.

Enclosure

R.C.G.
9-21-53

C
O
P
Y

Joplin, Missouri

September 8, 1953

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

Attention: Mr. C. O. Mittendorf
Administrator

Gentlemen:

We have been contacted by Mr. W. P. Williams, Executive Office of D.M.E.A. Field Team, Region VI relative to our proposed action on Exploration Project contract tendered us under D.M.E.A. Docket #2933 and dated June 16, 1953.

While we feel that the project represents a fine opportunity to find a substantial new lead-zinc ore body, the outlook for the domestic lead-zinc market looks so hopeless that we believe any money spent by either of us for exploration would be futile. The market has been, and apparently will continue to be, flooded by cheap foreign metal coming into this country without tariff restraint, so that the small domestic mineral producer not owning foreign production hasn't a chance.

Our present mines are shut down and it is our present intention because of these circumstances to abandon our mines, dispose of all machinery and equipment and liquidate our mining company. For these reasons it is not presently anticipated that this Exploration Project contract will be completed.

Yours truly,

CENTURY LEAD & ZINC COMPANY
CONSOLIDATED MINES COMPANY

(signed) J. V. Reynolds
J. V. Reynolds
President

JVR:mb

copied 9/9/53 jd

Congress of the United States

House of Representatives

Washington, D. C.

Sept. 11 1953

Defense Minerals Exploration Adm.

Sir:

The attached communication is sent for your consideration. Please investigate the statements contained therein and forward me the necessary information for reply, returning the enclosed correspondence with your answer.

Yours truly,

M. C.

Seventh Missouri District

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
[illegible]
SEP 1 1 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
~~WASHINGTON 25, D.C.~~
Joplin, Missouri
September 9, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
SEP 11 1953

Operating Committee
Defense Minerals Exploration
Administration
Interior Building
Washington 25, D. C.

Re: Docket No. DMEA 2933 (Lead-Zinc)
Century Lead & Zinc Company
Newton County, Missouri
Contract No. Idm-E550

Dear Sirs:

This is in answer to your letter of September 3, 1953 in which you ask for information regarding the status of the above Contract.

In accordance with your request the Operator, Mr. J. V. Reynolds, President, Century Lead and Zinc Company was contacted on September 8, 1953. On that date Mr. Reynolds stated that he did not wish to proceed with DMEA Contract Idm-E550.

Mr. Reynolds has substantiated his position in the matter by writing to Mr. C. O. Mittendorf, Administrator, DMEA. In his letter Mr. Reynolds sets forth his reasons for not continuing with his DMEA project. A copy of his letter to the Administrator is attached.

Sincerely yours,

W. P. Williams

W. P. Williams
Executive Officer
DMEA Field Team, Region VI

WPW:jd
Enc.

cc: Operating Committee

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.
~~xxxxxxxxxxxxxxxx~~
Joplin, Missouri
September 9, 1953

Operating Committee
Defense Minerals Exploration
Administration
Interior Building
Washington 25, D. C.

Re: Docket No. DMEA 2933 (Lead-Zinc)
Century Lead & Zinc Company
Newton County, Missouri
Contract No. Idm-E550

Dear Sirs:

This is in answer to your letter of September 3, 1953 in which you ask for information regarding the status of the above Contract.

In accordance with your request the Operator, Mr. J. V. Reynolds, President, Century Lead and Zinc Company was contacted on September 8, 1953. On that date Mr. Reynolds stated that he did not wish to proceed with DMEA Contract Idm-E550.

Mr. Reynolds has substantiated his position in the matter by writing to Mr. C. O. Mittendorf, Administrator, DMEA. In his letter Mr. Reynolds sets forth his reasons for not continuing with his DMEA project. A copy of his letter to the Administrator is attached.

Sincerely yours,

W. P. Williams
Executive Officer
DMEA Field Team, Region VI

WPW:jd
Enc.

cc: Operating Committee

# JOPLIN MACHINERY & ELECTRIC CO.

PUMPS FOR MINING, AGRICULTURE AND INDUSTRY

ELECTRIC MOTORS • CONTRACTORS AND MINING EQUIPMENT

5TH AND SCHOOL STREETS

TELEPHONE 1500 • L. D. 20

JOPLIN, MISSOURI


DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
SEP 10 1953

Joplin, Missouri

September 8, 1953

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

Attention: Mr. C.O. Mittendorf
Administrator

Gentlemen:

We have been contacted by Mr. W.P. Williams, Executive office of D.M.E.A. Field Team, Region VI relative to our proposed action on Exploration Project contract tendered us under D.M.E.A. Docket #2933 and dated June 16, 1953.

While we feel that the project represents a fine opportunity to find a substantial new lead-zinc ore body, the outlook for the domestic lead-zinc market looks so hopeless that we believe any money spent by either of us for exploration would be futile. The market has been, and apparently will continue to be, flooded by cheap foreign metal coming into this country without tariff restraint, so that the small domestic mineral producer not owning foreign production hasn't a chance.

Our present mines are shut down and it is our present intention because of these circumstances to abandon our mines, dispose of all machinery and equipment and liquidate our mining company. For these reasons it is not presently anticipated that this Exploration Project contract will be completed.

Yours truly,

CENTURY LEAD & ZINC COMPANY
CONSOLIDATED MINES COMPANY

J.V. Reynolds
President

JVR:mb

FILE COPY
SURNAME: 500

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

SEP 3 1953

Mr. . F. illiams, Executive Officer
DMEA Field Team, Region VI
221 est 3rd Street
Joplin, Missouri

Re: Docket No. D 2933 (Lead-Zinc)
Century Lead & Zinc Company
Newton County, Missouri
Contract No. Idm-550

Dear Mr. Williams:

Will you please advise us regarding the status of the above contract. This contract was mailed to you to obtain the Operator's signature on June 16, 1953. Before the contract could be executed, it was necessary for the Operator to obtain the Owner's Consent to Lien.

On July 2, 1953, you wrote to Mr. J. V. Reynolds, President, Century Lead and Zinc Company, notifying him that he would have to obtain the signatures to the Owner's Consent to Lien. This is the last correspondence we have had regarding this contract.

Sincerely yours,

Ernest Wm. Ellis
857
ACTING Chairman, Operating Committee

APPROVED:

M. H. Kline 857
Member, Bureau of Mines

A. S. Kinkel, Jr. 857
Member, Geological Survey

JWAlt/hmj (9/2/53)
CC to: Docket
Adm. R. File
Op. Committee
Base Metals Div
Mr. Kinkel
Mr. Bishop
Chron.

R.G.D.
9-3-53

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

Joplin, Missouri
July 2, 1953

Docket

Gruenwald

Mr. J. V. Reynolds, President
Century Lead and Zinc Company
420 School Street
Joplin, Missouri

Re: Application Docket DMEA-2933
Lead-Zinc
Century Lead & Zinc Company
Newton County, Missouri

Dear Mr. Reynolds:

I am pleased to inform you that my letter to you on June 30, 1953, regarding withdrawal of the Government's tentative approval of your exploration project Contract Idm-E550, may now be disregarded. The suspension on approving new exploration project contracts was lifted on July 1, upon passage of a bill extending the authority of DMEA.

Therefore, whenever the requested "Owner's Consent to Lien" forms for your mining lease have been executed, your signature of acceptance can be made on the contract approved by the Government on June 16, 1953, which is being held in this Field Team Office.

Very sincerely yours,

Clinton C. Knox
Acting for L. T. McElvenny
Acting Executive, Field Team
Region VI

:jd

cc- Operating Committee
L. T. McElvenny

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.
Joplin, Missouri
June 30, 1953

Greenwood
~~Alt~~
Petty
(Docket)

Mr. J. W. Reynolds, President
Century Lead and Zinc Company
420 School Street
Joplin, Missouri

Re: Application Docket DMEA-2933
Lead-Zinc
Century Lead & Zinc Company
Newton County, Missouri

Dear Mr. Reynolds:

You are hereby formally notified that the Government's tentative approval of your exploration project Contract Idm-E550 which this Field Team invited you to sign whenever the necessary "Owner's Consent to Lien" forms had been executed, must be withdrawn at midnight tonight, June 30, 1953, pending the anticipated extension of the authority of the Defense Minerals Exploration Administration. Should this necessary suspension be lifted, we will be pleased to notify you immediately.

Very sincerely yours,

Clinton C. Knox
Acting for L. T. McElvenny
Acting Executive Officer,
DMEA Field Team, Region VI

:jd

cc - Operating Committee
L. T. McElvenny

FILE COPY
SURNAME:

UNITED STATES 140
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

AEKane
Rodum

June 11, 1953

N.S. in P.v R.

**Memorandum**

**To:** The Administrator
Through: Mr. W. R. Griswold

**From:** Chief Counsel

**Subject:** Century Lead & Zinc Company, Inc. - Docket No. DMEA-2933

There is attached, in satisfactory legal form for execution, a contract covering the above-described project, subject to the attachment of the Owner's Consent to Lien.

J. L. Hofflund
Chief Counsel

**Attachments**

AEKane/ema
cc: Mails & Files
J. L. Hofflund
A. E. Kane
Chron.

FILE COPY 500
SURNAME:

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

JWA
Forward
Change
Refer to
Refer

Mr. W. P. Williams, Executive Officer
DMA Field Team, Region VI
221 West 3rd Street
Joplin, Missouri

JUN 16 1953

Re: Docket No. DMA 2933 (Lead-Zinc
Century Lead & Zinc Company
Newton County, Missouri

Dear Mr. Williams:

We are enclosing the original and five copies of the above contract, signed by this office for the Government, together with Annex I, Exhibit "A" (2 pages), and one map.

Before the contract can be executed, it will be necessary for the Operator to obtain the Owner's Consent to Liens and these should be attached to the contracts.

If the contract meets with your approval, kindly present it to the Applicant for approval and signature and, when completed, distribute in the usual manner. In the event the contract is not satisfactory, return all copies with your recommendation concerning any modification.

It will be necessary to insert in the contract, in the space provided under Article 3, the number of days from the date of the contract in which work shall commence.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JWB)

Enclosures 6
APPROVED:

J. H. Rodgers

Member, Bureau of Mines (JWB)

A. R. Kinkel, Jr.

Member, Geological Survey (JWB)

JWAlt/hmj (6/12/53)
CC to: Docket
Adm. R. File
Op. Committee
Base Metals
Mr. Kinkel
Mr. Bishop
Chron.

J.N.
6-16-53

UNITED STATES 140
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

June 11, 1953

Memorandum

To: The Administrator
Through: Mr. W. R. Griswold

From: Chief Counsel

Subject: Century Lead & Zinc Company, Inc. - Docket No. DMEA-2933

There is attached, in satisfactory legal form for execution, a contract covering the above-described project, subject to the attachment of the Owner's Consent to Lien.

for Albert E. Kane
J. L. Hofflund
Chief Counsel

Attachments

UNITED STATES 140
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

June 11, 1953

Memorandum

To: The Administrator
Through: Mr. W. R. Griswold

From: Chief Counsel

Subject: Century Lead & Zinc Company, Inc. - Docket No. DMEA-2933

There is attached, in satisfactory legal form for execution, a contract covering the above-described project, subject to the attachment of the Owner's Consent to Lien.

J. L. Hofflund
Chief Counsel

Attachments

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

# WESTERN UNION

(04)

W. P. MARSHALL, PRESIDENT

SYMBOLS

DL=Day Letter

NL=Night Letter

LT=Int'l Letter Telegram

VLT=Int'l Victory Ltr.

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

RA730 SA438

S•JPA206 NL PD=JOPLIN MO 2=

1953 JUN 2 PM 6 13

C O MITTENDORF ADMINISTRATOR=

DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPT OF INTERIOR WASHDC=

RETEL JUNE SECOND PLEASE REACTIVATE EXPLORATION APPLICATION DOCKET DMEA 2933 LEAD ZINC THANKS=

CENTURY LEAD AND ZINC CO=

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
JUN 3 1953

2933=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

FILE COPY
SURNAME:

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

W. R. Griswold
ext. 3669

Department of the Interior

Defense Minerals Exploration
Administration
IAX3923-970 Working Fund
Interior

June 2, 1953

DAY LETTER

CENTURY LEAD & ZINC COMPANY, INC.
420 SCHOOL STREET
P. O. BOX 1043
JOPLIN, MISSOURI

REDURTEL MAY 15 DENYING YOUR APPLICATION DOCKET NUMBER DMA 2933, LEAD-ZINC,

THIS IS TO ADVISE YOU THAT REJECTED PROGRAM EFFECTIVE ON AND AFTER APRIL 15

MODIFIED ON JUNE 1 GIVING THE AUTHORITY TO CONTINUE PROCESSING YOUR

APPLICATION WHICH WAS PENDING PRIOR TO DATE OF TEL. KINDLY ADVISE THIS

OFFICE AND REPRESENTATIVE OF PRICE AT JOPLIN WHETHER OR NOT YOU DESIRE SUBJECT

APPLICATION TO BE REACTIVATED.

C. O. Mittendorf (fw)

P.H. 6-8-53

WRGriswold/hmj
(6/2/53)
CC to: Docket
Adm. R. File
Op. Committee

Base Metals Div.
Region VI (2)
Mr. Bishop
Mr. Kinkel
Chron.

C. O. MITTENDORF, ADMINISTRATOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

FILE COPY
SURNAME:

Griswold

# UNITED STATES
# DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

WRGriswold/jmj
(5/15/53)
CC to: Docket
Adm. R. File
Op. Committee
Base Metals Division
Region VI (2)
Mr. Kinkel
Mr. Bishop
W. R. Griswold
ext. 3669

Department of the Interior

Defense Minerals Exploration
Administration
14X3923-970 Working Fund
Interior

May 15, 1953

Night Letter

CENTURY LEAD & ZINC COMPANY, INC.
420 School Street
P. O. BOX 1043
JOPLIN, MISSOURI

RE YOUR EXPLORATION APPLICATION DOCKET NUMBER [illegible] 2933, LEAD-ZINC.

THIS IS TO ADVISE YOU THAT EFFECTIVE APRIL 15, 1953 [illegible] FUNDS RESTRICTED TO ASSISTANCE ONLY FOR SPECIFIED MINERALS STILL IN SHORT SUPPLY. LEAD-ZINC NO LONGER INCLUDED. CONSEQUENTLY WE DO NOT HAVE AUTHORITY OR FUNDS TO EXECUTE CONTRACT FOR EXPLORATION PROJECT ON YOUR PROPERTY AND YOUR APPLICATION THEREFORE IS DENIED. THIS IS WITHOUT PREJUDICE TO THE MERITS OF YOUR PROPOSED PROJECT. WE REGRET THE NECESSITY OF THIS ACTION AND APPRECIATE YOUR INTEREST IN THE EXPLORATION PROGRAM CONTEMPLATED DURING PERIOD YOUR APPLICATION WAS ACTIVE.

C. O. Mittendorf

C. O. MITTENDORF, ADMINISTRATOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

R.H. 5-15-53

IN REPLY REFER TO:

Griswold
Betty

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

April 28, 1953

Memorandum

Re: Docket IMEA-2933
Century Lead and Zinc Co., Inc.
Newton County, Missouri
Total cost: $10,500
Lead-zinc.

To: Mr. W. R. Griswold

From: Erwin J. Lyons - USGS
O. M. Bishop - USBM

Subject: Recommendation for approval

The present reviewers concur with the field team recommendation that the application be approved. This is in accordance with a memorandum dated March 24, 1953 to W. R. Griswold by the same reviewers.

Erwin J. Lyons
Erwin J. Lyons
Geologist

O. M. Bishop
O. M. Bishop
Base Metals Branch

IN REPLY REFER TO:

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

April 28, 1953

Memorandum

Re: Docket IMA-2933
Century Lead and Zinc Co., Inc.
Newton County, Missouri
Total cost: $10,500
Lead-zinc.

To: Mr. W. R. Griswold

From: Irwin J. Lyons - USGS
O. M. Bishop - USBM

Subject: Recommendation for approval

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Irwin J. Lyons
Geologist

O. M. Bishop
Base Metals Branch

IN REPLY REFER TO:

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

April 28, 1953

Memorandum

Re: Docket DMA-2933
Century Lead and Zinc Co., Inc.
Newton County, Missouri
Total cost: $10,500
Lead-zinc.

To: Mr. A. P. Griswold

From: Irwin J. Lyons - USGS
O. M. Bishop - USBM

Subject: Recommendation for approval

The present reviewers concur with the field team recommendation that the application be approved. This is in accordance with a memorandum dated March 24, 1953 to A. R. Griswold by the same reviewers.

Irwin J. Lyons
Geologist

O. M. Bishop

O. M. Bishop
Base Metals Branch

Grieved

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
~~WASHINGTON 25, D.C.~~
Joplin, Missouri
April 14, 1953

Re: Docket No. DMEA 2933
Lead-Zinc
Century Lead & Zinc Co.
Newton County, Missouri

Memo

To: Operating Committee

From: W. P. Williams, Executive Officer, Field Team, Region VI

Subject: Field Team examination report

Transmitted herewith is a report of field examination on the above referenced application.

The field examination was conducted to fulfill a request from the Operating Committee dated March 25, 1953.

W. P. Williams

W. P. Williams
Executive Officer

WPW:jd
Encs.

Reviewed by
DMEA OPERATING COMMITTEE
4-24-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
~~WASHINGTON 25, D.C.~~
Joplin, Missouri
April 14, 1953

# REPORT OF FIELD EXAMINATION

## Introduction

This report presents the results obtained from a field examination of the following DMEA Application:

Docket No. DMEA 2933 (Lead-Zinc)
Century Lead and Zinc Co., Inc.
Parts of Secs. 8 and 17, T. 25 N., R. 30 W.,
Newton County, Missouri

The name and address of the Applicant is:

Century Lead and Zinc Co., Inc.
420 School Street
P. O. Box 1043, Joplin, Missouri

The proposed drilling sites were visited and inspected by E. T. Perkins and W. P. Williams, DMEA Field Team, Region VI on April 7, 1953. Interviews were held with the Applicant prior to that date.

## Summary, Conclusions and Recommendations

As a result of field examination and interviews with the Applicant it appears that favorable action should be taken with regard to a DMEA exploration contract.

In requesting a field examination a letter to the Field Team dated March 25, 1953 from the Operating Committee raised several questions concerning the Applicant's proposal. These questions and their answers are summarized as follows:

1) Does the lease adequately cover the ground on which it is proposed to drill?

   Field Team examination indicates that the Applicant's lease is adequate.

Reviewed by
DMEA OPERATING COMMITTEE
4-24-53
(date)

2) What unit cost per foot of drilling is recommended?

After field examination and conference with the Applicant the Field Team recommends a churn drilling price of $2.00 per foot and an additional $.50 per foot for supervision, engineering, assaying, etc., for a total price of $2.50 per foot.

3) Is the Applicant competent?

The Applicant is known to the Field Team and is considered competent to operate under a DMEA contract.

4) The Applicant's map is inadequate, and locations of holes have not been spotted.

A more comprehensive map is submitted herewith, and locations of drill holes in the first stage of a proposed project are shown thereon.

5) What is a reasonable time estimate for the project?

It is recommended that the work begin within 60 days and be completed within one year from contract date.

From the Field Team examination it is recommended that a short form DMEA contract be approved containing the provisions outlined below.

## Location and Description of Property

The site of the proposed exploration project is shown on the attached map. The tract is described as the S½, SW¼, Sec. 8, and the N½, NW¼, Sec. 17, T. 25 N., R. 30 W., Newton County, Missouri. The tract shown is comprised of very nearly 167 acres and is located 1½ miles southeast of Granby, Missouri. An all-weather county road from Granby crosses the property. The property is located in the Granby mining district which is in the eastern portion of the Tri-State lead and zinc district.

The Applicant is a lessee and has control of the land by means of a standard mining lease. The term of the lease is one year. However the term of the lease is subject to indefinite extension if the lessee is actively engaged in either mining or exploration at the end of the stated term.

The Applicant has the reputation of being a competent and successful mine operator in the Tri-State district.

There are no buildings or mining equipment on the land. Old workings consist of several caved and filled shafts and churn drill holes. The depths of the shafts and drill holes is unknown to the writer. The Applicant states that no records are available on the old work.

## Geology

The map shows the location of old caved shafts and drill holes as determined from inspection of the land surface.

The tract is located on the Springfield Plain, and the land is literally a prairie. Most of the region is covered with soil or residual cherts. It is difficult to depict areal geology without adequate mine openings, drill holes, or trenches. Many a successful mine has operated in the district under pastures and flat cornfields where no outcrops exist.

On the Applicant's leasehold chert and residual chert gravels of the Bonne formation of Mississippian age form an oval-shaped knob or prominence which projects a few feet above the surrounding prairie. On the crest of the small ridge an old pit has uncovered sandstone and shale of Pennsylvanian age. The location of these rocks is shown on the attached map. In the Granby District most of the Pennsylvanian shale has been eroded away, but out-liers of shale exist where the shale has filled sinks and depressions in a karst topography. The presence of shale may be used, under certain conditions, as a prospecting guide. The edges of sinks and depressions are often slumped, broken, and breccciated due in part to differential solution effects. Thus the ground is prepared for mineralization. All these conditions appear to exist on the Applicant's property.

Early production in the Granby district was mainly from shallow horizons ranging from 65 to 125 feet deep. Two miles south of the Applicant's property the Dale Mining Co., DMEA Docket No. 2485, is producing zinc ore from a depth of 240-260 feet. Old drill hole records show that a fairly well-defined brecciated chert horizon is located under the Granby district at a depth of 200-250 feet below the surface. The proposed drilling on the Applicant's property should be deep enough to test this possible ore horizon.

Evidence on the old dumps around the caved shafts indicated that some ore was produced from the property -- probably in the early 1900's. Zinc sulphide and zinc silicate can be found on some of the dumps. No records could be found to substantiate this production.

## Proposed Exploration

The Applicant proposes to churn drill by independent contractor a total of twenty holes with an average depth of 175 feet. He proposes first to only spend $2,000 as a preliminary step to determine if further exploration is warranted. His proposed costs are $2.25 per foot of drilling and $0.75 per foot for supervision, sampling, assaying, etc. This makes a total drilling cost of $3.00 per foot. These costs are higher than those prevalent in the Tri-State district today.

Because geological evidence appears to be favorable on the Applicant's property, and because the Applicant is renown to be a competent mining engineer and mine operator with sound financial resources, I recommend that a short form DMEA contract be approved. The contract should provide for churn drilling in two stages, as follows:

Stage I - Provide for a total of 1,000 feet of churn drilling. Holes are to be located at the five places designated on the attached map and the holes will be drilled in their numerical order. After the project has begun locations of holes may be changed subject to prior Field Team approval. Although it is desirable that the holes be at least 250 feet deep in order to test the probable ore horizon at a depth of 200-250 feet it is proposed that the depth of the holes be subject to Field Team approval after the project has begun.

Stage II - Commencement subject to results obtained in Stage I and prior Field Team approval. Provide for an additional total of 3200 feet of drilling. Locations and depths of holes should be subject to prior Field Team approval.

## Estimate of Costs

Stage I

| | | |
|---|---|---|
| Churn drilling by independent contractor,..... | $ 2.00 | per ft. |
| Supervision, engineering, assays, surveying..... | $ .50 | " " |
| Total cost per foot of churn drilling..... | $ 2.50 | |

Total cost, Stage I - 1,000 ft. @ $2.50.....$2,500.00

Total cost, Stage II - 3,200 ft. @ $2.50.....$8,000.00

Total Project Cost.....$10,500.00

Government participation @50%.....$ 5,250.00

No additional buildings, installations, fixtures, equipment or improvements to be purchased, rented, repaired, or rehabilitated are to be allowed as costs under the proposed contract.

It is suggested that the work be started within 60 days and completed within one year from the date of the contract.

W. P. Williams

W. P. Williams
Executive Officer
DMEA Field Team, Region VI

/jd
Attachment

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.
xxxxxxxxxxxxxxxx
Joplin, Missouri
April 14, 1953

Re: Docket No. DMEA 2933
Lead-Zinc
Century Lead & Zinc C
Newton County, Missour.

Memo

To: Operating Committee

From: W. P. Williams, Executive Officer, Field Team, Region VI

Subject: Field Team examination report

Transmitted herewith is a report of field examination on the above referenced application.

The field examination was conducted to fulfill a request from the Operating Committee dated March 25, 1953.

W. P. Williams
Executive Officer

WPW:jd
Encs.

4-24-53

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
~~WASHINGTON 25, D. C.~~
Joplin, Missouri
April 14, 1953

# REPORT OF FIELD EXAMINATION

## Introduction

This report presents the results obtained from a field examination of the following DMEA Application:

Docket No. DMEA 2933 (Lead-Zinc)
Century Lead and Zinc Co., Inc.
Parts of Secs. 8 and 17, T. 25 N., R. 30 W.,
Newton County, Missouri

The name and address of the Applicant is:

Century Lead and Zinc Co., Inc.
420 School Street
P. O. Box 1043, Joplin, Missouri

The proposed drilling sites were visited and inspected by E. T. Perkins and W. P. Williams, DMEA Field Team, Region VI on April 7, 1953. Interviews were held with the Applicant prior to that date.

## Summary, Conclusions and Recommendations

As a result of field examination and interviews with the Applicant it appears that favorable action should be taken with regard to a DMEA exploration contract.

In requesting a field examination a letter to the Field Team dated March 25, 1953 from the Operating Committee raised several questions concerning the Applicant's proposal. These questions and their answers are summarized as follows:

1) Does the lease adequately cover the ground on which it is proposed to drill?

   Field Team examination indicates that the Applicant's lease is adequate.

4-24-53

2) What unit cost per foot of drilling is recommended?

After field examination and conference with the Applicant the Field Team recommends a churn drilling price of $2.00 per foot and an additional $.50 per foot for supervision, engineering, assaying, etc., for a total price of $2.50 per foot.

3) Is the Applicant competent?

The Applicant is known to the Field Team and is considered competent to operate under a DMEA contract.

4) The Applicant's map is inadequate, and locations of holes have not been spotted.

A more comprehensive map is submitted herewith, and locations of drill holes in the first stage of a proposed project are shown thereon.

5) What is a reasonable time estimate for the project?

It is recommended that the work begin within 60 days and be completed within one year from contract date.

From the Field Team examination it is recommended that a short form DMEA contract be approved containing the provisions outlined below.

## Location and Description of Property

The site of the proposed exploration project is shown on the attached map. The tract is described as the S½, SW¼, Sec. 8, and the N½, NW¼, Sec. 17, T. 25 N., R. 30 W., Newton County, Missouri. The tract shown is comprised of very nearly 167 acres and is located 1½ miles southeast of Granby, Missouri. An all-weather county road from Granby crosses the property. The property is located in the Granby mining district which is in the eastern portion of the Tri-State lead and zinc district.

The Applicant is a lessee and has control of the land by means of a standard mining lease. The term of the lease is one year. However the term of the lease is subject to indefinite extension if the lessee is actively engaged in either mining or exploration at the end of the stated term.

The Applicant has the reputation of being a competent and successful mine operator in the Tri-State district.

There are no buildings or mining equipment on the land. Old workings consist of several caved and filled shafts and churn drill holes. The depths of the shafts and drill holes is unknown to the writer. The Applicant states that no records are available on the old work.

## Geology

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Evidence on the old dumps around the caved shafts indicated that some ore was produced from the property -- probably in the early 1900's. Zinc sulphide and zinc silicate can be found on some of the dumps. No records could be found to substantiate this production.

## Proposed Exploration

The Applicant proposes to churn drill by independent contractor a total of twenty holes with an average depth of 175 feet. He proposes first to only spend $2,000 as a preliminary step to determine if further exploration is warranted, His proposed costs are $2.25 per foot of drilling and $0.75 per foot for supervision, sampling, assaying, etc. This makes a total drilling cost of $3.00 per foot. These costs are higher than those prevalent in the Tri-State district today.

Because geological evidence appears to be favorable on the Applicant's property, and because the Applicant is renown to be a competent mining engineer and mine operator with sound financial resources, I recommend that a short form DMEA contract be approved. The contract should provide for churn drilling in two stages, as follows:

Stage I - Provide for a total of 1,000 feet of churn drilling. Holes are to be located at the five places designated on the attached map and the holes will be drilled in their numerical order. After the project has begun locations of holes may be changed subject to prior Field Team approval. Although it is desirable that the holes be at least 250 feet deep in order to test the probable ore horizon at a depth of 200-250 feet it is proposed that the depth of the holes be subject to Field Team approval after the project has begun.

Stage II - Commencement subject to results obtained in Stage I and prior Field Team approval. Provide for an additional total of 3200 feet of drilling. Locations and depths of holes should be subject to prior Field Team approval.

## Estimate of Costs

Stage I

| | | |
|---|---|---|
| Churn drilling by independent contractor,..... | $ 2.00 | per ft. |
| Supervision, engineering, assays, surveying..... | $ .50 | " " |
| Total cost per foot of churn drilling..... | $ 2.50 | |

Total cost, Stage I - 1,000 ft. @ $2.50.....$2,500.00

Total cost, Stage II - 3,200 ft. @ $2.50.....$8,000.00

Total Project Cost.....$10,500.00

Government participation @50%.....$ 5,250.00

No additional buildings, installations, fixtures, equipment or improvements to be purchased, rented, repaired, or rehabilitated are to be allowed as costs under the proposed contract.

It is suggested that the work be started within 60 days and completed within one year from the date of the contract.

W. P. Williams
Executive Officer
DMEA Field Team, Region VI

/jd
Attachment

500

FILE COPY
SURNAME:

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

MAR 25 1953

Mr. William P. Williams, Executive Officer
DMEA Field Team, Region VI
221 West 3rd Street
Joplin, Missouri

Re: Docket No. DMEA 2933 (Lead-Zinc)
Century Lead & Zinc Company
Parts of Secs. 8 and 17, T.25 N.,
R.30 W.
Newton County, Missouri

Dear Mr. Williams:

The above numbered application was recently submitted by you to this office for consideration. Accompanying the application was a copy of the lease on the property granted by the owner to the Applicant, a narrative by the Applicant and a map showing little other than section lines and survey stations.

Before we can give any consideration to the project, we first must have a full report on the project by the Field Team, with recommendations. A part of such field examination should consist in determining, in the field, whether the lease adequately covers the ground which it is proposed to drill and, since there is some doubt as to the unit cost per foot of drilling, recommendation as to allowable cost.

In addition to passing upon the merits of the project, Field Team should also state as to competency of applicant. Likewise the report should also include a much more comprehensive map than that presented by applicant, with location of proposed drill holes. Applicant apparently proposes to do random drilling, stating: "location of each hole will be determined as work progresses".

This would not be satisfactory to us. Holes should be spotted by the Field Team, then as work progressed, location of individual holes could be changed only with Field Team approval.

In that we note that Applicant wants to drill 20 holes, if the first few holes give promise, probably the Field Team, if they see fit

to recommend favorably, should show two stages of work, the second to be done only if good results are obtained in the first stage, and upon Field approval.

A reasonable time estimate should also be made for completion of work.

We presume that you have retained copies of material furnished by Applicant.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JHB)

APPROVED:

J. H. Hedges

Member, Bureau of Mines (JHB)

A. R. Kinkel, Jr.

Member, Geological Survey. (JHB)

JH.
3/25/53

WRGriswold/hmj
3-23-53
CC to: Docket
Admin. R. File
Op. Committee
Base Metals Division
Mr. Kinkel
Mr. Bishop
Mr. Griswold
Chron.

IN REPLY REFER TO:

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

March 24, 1953

Memorandum

To: Mr. W. R. Griswold

From: Erwin J. Lyons, USGS
O. M. Bishop, USBM

Subject: Recommendation for approval

Re: Docket DMEA-2933
Century Lead & Zinc Co., Inc.
Sections 8 and 17, T.25N., R.30W.
Newton County, Missouri
Total cost: $10,500
Lead-zinc

The applicant has requested Government assistance to churn drill 20 holes averaging 175 feet in depth in the Granby area, Newton County, Missouri. According to the applicant the property was drilled in 1900 and 2 ore bodies, one at 100 feet and the other at 160 feet were discovered. A shaft was started, but not completed. No work has been done during the last 40 years because the lease could not be obtained. All records of the early drilling are lost, but the applicant has located 7 of the old holes and the shaft. He proposes to check-drill several of the holes, and, if this drilling is not favorable, abandon the project. Estimated cost of this check drilling is $2000.

So far as is known, the only information available on this property is that furnished by the applicant. The paper by E. R. Buckley and H. A. Buehler on the Granby area published by the Missouri Bureau of Geology and Mines in 1906 covers this area, but does not mention this specific property.

It is the opinion of the reviewers that the location of the property in a mineralized area justifies the checking of several of the old holes. If the check drilling is favorable, the entire program should be approved.

It is doubtful whether a field referral would add anything to the geologic picture.

Erwin J. Lyons
Erwin J. Lyons
Geologist

O. M. Bishop
O. M. Bishop
Base Metals Branch

IN REPLY REFER TO:

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

March 24, 1953

Memorandum

To: Mr. W. R. Griswold

From: Erwin J. Lyons, USGS
O. M. Bishop, USBM

Re: Docket DMEA-2933
Century Lead & Zinc Co., Inc.
Sections 8 and 17, T.25N., R.30W.
Newton County, Missouri
Total cost: $10,500
Lead-zinc

Subject: Recommendation for approval

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It is doubtful whether a field referral would add anything to the geologic picture.

Erwin J. Lyons
Geologist

O. M. Bishop
Base Metals Branch

IN REPLY REFER TO:

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

March 24, 1953

Memorandum

To: Mr. W. E. Griswold

From: Erwin J. Lyons, USGS
O. M. Bishop, USBM

Re: Docket DMEA-2937
Century Lead & Zinc Co., Inc.
Sections 8 and 17, T.25N., R.30W.
Newton County, Missouri
Total cost: $10,500
Lead-zinc

Subject: Recommendation for approval

The applicant has requested Government assistance to churn drill 20 holes averaging 175 feet in depth in the Granby area, Newton County, Missouri. According to the applicant the property was drilled in 1900 and 2 ore bodies, one at 100 feet and the other at 160 feet were discovered. A shaft was started, but not completed. No work has been done during the last 40 years because the lease could not be obtained. All records of the early drilling are lost, but the applicant has located 7 of the old holes and the shaft. He proposes to check-drill several of the holes, and, if this drilling is not favorable, abandon the project. Estimated cost of this check drilling is $2000.

So far as is known, the only information available on this property is that furnished by the applicant. The paper by E. R. Buckley and H. A. Buehler on the Granby area published by the Missouri Bureau of Geology and Mines in 1906 covers this area, but does not mention this specific property.

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It is doubtful whether a field referral would add anything to the geologic picture.

Erwin J. Lyons
Geologist

O. M. Bishop
Base Metals Branch

dmea 2933

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
~~WASHINGTON 25, D. C.~~
Joplin, Missouri
March 16, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 18 1953

Operating Committee
Defense Minerals Exploration
Administration
Washington 25, D. C.

Gentlemen:

I am transmitting herewith a DMEA application submitted to this office by the Century Lead and Zinc Company, Joplin, Missouri. We have conferred with the applicant, and we have checked the application for completeness. The application appears to be complete and ready for your consideration.

I should like to point out that the applicant proposes to do churn drilling for a total price of $3.00 per foot which is divided in the proportions of $2.25 for drilling and $0.75 for supervision, sampling, engineering, etc. This drilling price is higher than the rate at which the Dale Mining Company operated 3 miles to the south of the proposed site under DMEA Contract Idm-E325. The drilling rate in the Dale contract was $2.00 for drilling and $0.40 for supervision, sampling, etc. for a total price of $2.40 per foot.

Mr. Perkins, Mining Engineer, U. S. Bureau of Mines, attached to this office, is familiar with the site of the proposed drilling and is of the opinion that drilling conditions may be somewhat more difficult than on the Dale property. Thus, a reasonable increase in contract price may be warranted. The Shelton Mining Company also did DMEA drilling in Tri-State District for $2.40 per foot.

You will note that the applicant proposes to spend only $2,000 at the outset to determine whether more drilling is indicated. The applicant, provided the initial drilling is successful, proposes to drill a total of 20 holes with approximate depths of 175 feet which makes a total footage of 3,500 feet. This total footage at $3.00 per foot would amount to a total project cost of $10,500.

Very truly yours,

W. P. Williams

W. P. Williams
Executive Officer
DMEA Field Team, Region VI

WPW:jd
Encs.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
~~WASHINGTON 25, D.C.~~
Joplin, Missouri
March 16, 1953

Operating Committee
Defense Minerals Exploration
Administration
Washington 25, D. C.

Gentlemen:

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Encs.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

~~WASHINGTON 25, D.C.~~
Joplin, Missouri
March 16, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 18 1953

Mr. J. V. Reynolds
Century Lead and Zinc Co.
420 School Street
Joplin, Missouri

Dear Mr. Reynolds:

We have reviewed your application for DMEA drilling on lands near Granby and find that everything seems to be in good order. Today I am transmitting your application to Washington for the consideration of the Operating Committee.

In all fairness, I must tell you that in my letter of transmittal accompanying your application, I pointed out to the Operating Committee that two other DMEA contracts in the Tri-State District did their drilling for a total price of $2.40 per foot. In your application you propose to drill for $3.00 per foot. However, in the opinion of men in this office whose experience in the Tri-State District is far greater than mine, drilling conditions at your Granby site may be more difficult than the locations of the other DMEA contracts. I pointed this out in my letter to Washington suggesting that some increase in drilling price may be warranted over the previous DMEA contracts.

We are returning for your files your rough draft copy of the application.

Thank you for submitting your application through this office, and we shall do all we can to assist you in your exploration program.

Very truly yours,

W. P. Williams
Executive Officer
DMEA Field Team, Region VI

WPW:jd
Enc.

cc - Operating Committee

March 19, 1953

Mr. J. V. Reynolds, President
Century Lead and Zinc Company, Inc.
420 School Street
P. O. Box 1043
Joplin, Missouri

Subject: DMEA-2933
Re: Exploration Assistance

My dear Mr. Reynolds:

The receipt of your application dated March 10, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2933 and referred to the Base Metals Division.

Kindly refer to DMEA-2933 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Operations Control
and Statistics Division

MAR 18 1953

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
RECEIVED
MAR 18 1953

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

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

*Not to be filled in by applicant*

Docket No. dmea 2933
Metal or Mineral
Date Received 3-18-53
Estimated Cost
Participation (Government %)

## INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Century Lead & Zinc Company, Inc. - Indiana Corporation
430 School Street
P.O. Box 1043, Joplin, Missouri

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract. The South half of the SW quarter of Sect. eight(8), Township Twenty-five(25) Range Thirty(30); that part of the South half of the SW quarter of said Sect. eight(8) bounded by beginning at the SW cornor thereof, thence north to the NW corner thereof, thence east 20 rods, thence SW on a straight line to the point of beginning; (b) the N half of the NW quarter of Sect. 17 Township 25 Range 30

(*b*) State any mine name by which the property is known. None

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

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

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

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

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

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

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

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

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

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

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

(*c*) The work will start within 30 days and be completed within 6 months from the date of an exploration project contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Explain in detail on acompanying paper.

## CERTIFICATION

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

Dated March 10, 1953

Century Lead & Zinc Co
(Applicant)

By J W Raymond, Pres

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

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

1. (c) OFFICERS OF CENTURY LEAD & ZINC COMPANY:
J.V. Reynolds, President, 903 South Madison, Webb City, Mo.
J.S. Reynolds, Secretary, 903 South Madison, Webb City, Mo.
Ralph Baird, Treas., Joplin, Missouri

4. Physical description
(a) The land has never been mined below 50', but was drilled about 1900 and two extensive ore bodies were found, the first at 100 feet and the second at 160 feet. There are no mine workings on the property in useable condition. The property is divided by an all weather road approximately 1-1/2 miles from Granby, Missouri.
(b) No production records or data on blocked out ore reserves available.
(c) The property was drilled in 1900 by the father of Henry Skaggs former Eagle-Picher ground boss who was present at the time. All of the holes carried ore in paying quantities at 100 ft and at 165 feet. A shaft was started in the approximate center of the drilling, but was never completed. The drill logs and records have been lost, but we have located seven of the old holes and the old shaft and they are shown on the attached map which we have had prepared. The property has not been available for lease for over forty (40) years until recently title passed to a group of heirs who have given us a lease. On the basis of conversations with the heirs and with old timers in the area we believe that the old drilling was authentic and that a major ore body may be developed. We believe that approximately $2,000 spent will either verify or disprove the statements and only in the event that the old holes check out will any more drilling be done. The minerals indicated are galena and spalerite carried in the sheet ground and in the Reeds.
(d) Good all weather roads all over the area. Only 1-1/2 miles to mill and shipping point. Two miles from Granby, Missouri.
(e) Adequate manpower, materials, supplies, equipment, water and electricity available.

5. (b) Twenty drill holes through the mineralized beds are planned with an average depth of 175 feet. Exact location of each hole will be determined as drilling progresses.
(d) Applicant has been active in lead and zinc mining for the past ten (10) years in the Tri-State district. The operation will be supervised by Joe Cahill, Manager of Consolidated Mines Company for four years and employed by Eagle-Picher Company for previous fifteen (15) years. Also supervised by J.V. Reynolds, President of Century Lead & Zinc Company, also Consolidated Mines Company, former Tri-State manager of operations for United Zinc Smelting Corporation and member of A.I.M.E.

6. Estimate of costs.
a. Independent contrac tors $2.25 per foot of drilling
b. Supervision, sampling and assaying - .75¢per foot of drilling
c. none
d. none
e. none
f. none
g. none
l. none

# MINING LEASE

THIS INDENTURE, Made this 30th day of January, 1953, by and between Verde A. Spangle of Granby, Missouri, Genevieve T. Sellers of Inglewood, California, Olive E. Temple of Los Angeles, California, Annie M. McKinney of Los Angeles, California, and Clyde H. Dillehay and Mable Dillehay, his wife, of Pasadena, California,

hereinafter (whether one or more) referred to as Lessor, and Century Lead & Zinc Company, Inc. hereinafter referred to as Lessee.

WITNESSETH, 1. That in consideration of the covenants and agreements hereinafter set out, to be kept and performed by Lessee, Lessor does hereby lease unto Lessee for prospecting and mining for lead and zinc ores, for one years from the date hereof, the following described land (for the purposes hereof considered as one parcel) situated in Newton County, State of Missouri to-wit:

(a) The South Half of the Southwest Quarter of Section Eight (8), Township Twenty-five (25), Range Thirty (30); that part of the South Half of the Southeast Quarter of said Section Eight (8), bounded by beginning at the Southwest corner thereof, thence North to the Northwest corner thereof, thence East 28 rods, thence Southwest on a straight line to the point of beginning;

(b) The North Half of the Northwest Quarter of

of Section 17 Township 25 Range 30

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 and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads, tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as Lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in Lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. IN CONSIDERATION WHEREOF, Lessee agrees to pay unto Lessor at Citizens State Bank, at Granby, State of Missouri, on or before the tenth (10th) day of each month, a royalty of seven per centum of all moneys received for the lead and zinc concentrates produced and sold from said land during the preceding month with the privilege to Lessee to consume such concentrates and pay Lessor said percentage of the market price thereof 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 concentrates so consumed, it is expressly agreed that if Lessor be not satisfied with the market price used in making royalty settlements, Lessor shall have and hereby agrees to take said percentage of said concentrates, or concentrates of like quality, in lieu of said royalty, at the bins where stored and further agrees to give written notice at once in the event Lessor is not satisfied as aforesaid.

4. Lessor agrees to pay Lessor's 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 the ores and/or concentrates produced from the lands covered hereby.

5. The Lessee will keep accurate books showing quantities and kinds of concentrates produced 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 by 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 the Tri-State District.

7. Is is further understood and agreed that all ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by Lessee, as an independent operation, or in a mill or mills in which other ores are being treated, commonly referred to as a central concentrating plant and that such plant or plants may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice thereat. If said central plant shall not be equipped with automatic weighing and sampling devices, then the ores mined from the lands covered hereby shall not be commingled with ores from other lands before or during milling, nor shall any concentrates recovered the refrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any other concentrates.

8. If ores and rock from the lands covered hereby are milled on other lands the tailings, rock and other by-products resulting therefrom shall belong to the owner of such other lands or of the lands upon which same are deposited, and if ores and rock from this or other lands are milled upon the lands, covered hereby all such materials shall belong to Lessor, provided, however, Lessee shall at all times during the life of this lease have the right to remill said tailings and other by-product materials, and during the period of such remilling operation Lessee shall be relieved from the obligation to conduct prospecting or mining operations, and provided further, Lessee shall at all times during said period have the right to remove and sell said tailings and other by-product materials upon the payment of a royalty at the rate above specified on all such sales.

9. Lessee shall have the right to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on adjoining lands and to hoist ores and minerals mined on adjoining lands through a shaft or shafts on this land, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as above provided in paragraph 7.

10. 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 of Lessee.

11. The Lessee shall commence prospecting or mining upon said lands within 90 days from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than thirty days except on account of unavoidable accidents, strikes or other conditions beyond the control of Lessee, and except that when the sale value of the concentrates produced from said premises is such that mining thereof cannot be profitably carried on by Lessee, operations may be suspended until prices improve so that mining can be profitably conducted; provided, suspension of operations for said last mentioned cause shall not continue longer than six (6) months without the written consent of Lessor.

12. If prospecting or mining operations should not be commenced on said land within the time hereinbefore provided and Lessee shall pay or tender to Lessor the sum of $41.75, in the manner hereinafter provided, such payment or tender shall operate as a rental for three (3) months 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 three (3) months 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 one years from the date hereof. All rentals due hereunder may be paid by Lessee's check mailed, postage prepaid, to Lessor at Citizens State Bank, Granby 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, 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.

13. Lessee shall furnish Lessor a true copy of the log of each drill hole put down on said land by Lessee, showing any assays made of cuttings therefrom, and shall, upon request of Lessor, furnish print of any underground workings on said land at least once each three months' period.

14. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long thereafter as ore shall be produced therefrom by the Lessee, or Lessee shall continue prospcting or mining oprations on said land or any part thereof, in good faith.

15. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees 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.

16. The Lessee shall have the right to assign or sublet this lease, or any portion of the acreage covered hereby.

17. Lessee shall pay for damages caused by operations hereunder to growing crops and/or any improvements on said land.

18. 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 this lease shall thereupon terminate, at the option of the Lessor which remedy shall be exclusive.

19. The Lessee may at any time, if Lessee desires to do so, pay all royalties then due, surrender and terminate this lease by giving seven days' written notice of intention so to do and thereupon Lessee shall be relieved from all obligations hereunder, with like effect as if this lease had not been made.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this indenture the day and year first above written.

Century Lead & Zinc Company, Inc.

By James V. Reynolds
James V. Reynolds
President
Lessee

Attest: [illegible]
Asst Sec'y

Verde A. Spangle
Olive E. Temple
Genevieve T. Sellers
Annie M. McKinney
Clyde H. Dillehay
Mable Dillehay

MAR 12 1953

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1035.2.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 18 1953

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

*Not to be filled in by applicant*

Docket No. dmea 2933
Metal or Mineral
Date Received 3-18-53
Estimated Cost
Participation (Government %)

## INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Century Lead & Zinc Company, Inc. - Indiana Corporation
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P.O. Box 1043, Joplin, Missouri

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

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

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3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract The South half of the SW quarter of Sect. eight(8),Township Twenty-five(25)Range Thirty(30);that part of the South half of the SE quarter of said Sect. eight(8)bounded by beginning at the SW corner thereof,thence North to the NW corner thereof, thence East 28 rods, thence SW on a straight line to the point of beginning;(b) the N half of the NW quarter of Sect. 17 Township 25 Range 30

(*b*) State any mine name by which the property is known. None

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

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

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

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

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

5. *The exploration project.*—(*a*) [redacted]e the mineral or minerals for which you wi[redacted] explore Lead & zinc

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

(*c*) The work will start within 30 days and be completed within 6 months from the date of an exploration project contract.

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

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

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

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

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

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

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

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

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

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

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

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

Explain in detail on acompanying paper.

## CERTIFICATION

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

Dated March 10, 1953

Century Lead & Zinc Co
(Applicant)

By J. V. Raymond, Pres.

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

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

1. (c) OFFICERS OF CENTURY LEAD & ZINC COMPANY:
J.V. Reynolds, President, 903 South Madison, Webb City, Mo.
J.S. Reynolds, Secretary, 903 South Madison, Webb City, Mo.
Ralph Baird, Treas., Joplin, Missouri

4. Physical description
(a) The land has never been mined below 50', but was drilled about 1900 and two extensive ore bodies were found, the first at 100 feet and the second at 160 feet. There are no mine workings on the property in useable condition. The property is divided by an all weather road approximately 1-1/2 miles from Granby, Missouri.
(b) No production records or data on blocked out ore reserves available.
(c) The property was drilled in 1900 by the father of Henry Skaggs former Eagle-Picher ground boss who was present at the time. All of the holes carried ore in paying quantities at 100 ft and at 165 feet. A shaft was started in the approximate center of the drilling, but was never completed. The drill logs and records have been lost, but we have located seven of the old holes and the old shaft and they are shown on the attached map which we have had prepared. The property has not been available for lease for over forty (40) years until recently title passed to a group of heirs who have given us a lease. On the basis of conversations with the heirs and with old timers in the area we believe that the old drilling was authentic and that a major ore body may be developed. We believe that approximately $2,000 spent will either verify or disprove the statements and only in the event that the old holes check out will any more drilling be done. The minerals indicated are galena and spalerite carried in the sheet ground and in the Reeds.
(d) Good all weather roads all over the area. Only 1-1/2 miles to mill and shipping point. Two miles from Granby, Missouri.
(e) Adequate manpower, materials, supplies, equipment, water and electricity available.

5. (b) Twenty drill holes through the mineralized beds are planned with an average depth of 175 feet. Exact location of each hole will be determined as drilling progresses.
(d) Applicant has been active in lead and zinc mining for the past ten (10) years in the Tri-State district. The operation will be supervised by Joe Cahill, Manager of Consolidated Mines Company for four years and employed by Eagle-Picher Company for previous fifteen (15) years. Also supervised by J.V. Reynolds, President of Century Lead & Zinc Company, also Consolidated Mines Company, former Tri-State manager of operations for United Zinc Smelting Corporation and member of A.I.M.E.

6. Estimate of costs.
a. Independent contrac tors $2.25 per foot of drilling
b. Supervision, sampling and assaying - .75¢per foot of drilling
c. none
d. none
e. none
f. none
g. none
l. none

# MINING LEASE

THIS INDENTURE, Made this 30th day of January, 19 53 by and between Verde A. Spangle of Granby, Missouri, Genevieve T. Sellers of Inglewood, California, Olive E. Temple of Los Angeles, California, ~~Annie M. McKinney of Los Angeles, California, and~~ Clyde H. Dillehay and Mable Dillehay, his wife, of Pasadena, California,

hereinafter (whether one or more) referred to as Lessor, and Century Lead & Zinc Company, Inc. hereinafter referred to as Lessee.

WITNESSETH, 1. That in consideration of the covenants and agreements hereinafter set out, to be kept and performed by Lessee, Lessor does hereby lease unto Lessee for prospecting and mining for lead and zinc ores, for ~~ten~~ one years from the date hereof, the following described land (for the purposes hereof considered as one parcel) situated in Newton County, State of Missouri to wit:

(a) The South Half of the Southwest Quarter of Section Eight (8), Township Twenty-five (25), Range Thirty (30); that part of the South Half of the Southeast Quarter of said Section Eight (8), bounded by beginning at the Southwest corner thereof, thence North to the Northwest corner thereof, thence East 28 rods, thence Southwest on a straight line to the point of beginning;

(b) The North Half of the Northwest Quarter of of Section 17 Township 25 Range 30

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 and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to erect buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads, tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as Lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in Lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. IN CONSIDERATION WHEREOF, Lessee agrees to pay unto Lessor at Citizens State Bank, at Granby, State of Missouri, on or before the tenth (10th) day of each month, a royalty of [illegible] per centum of all moneys received for the lead and zinc concentrates produced and sold from said land during the preceding month with the privilege to Lessee to consume such concentrates and pay Lessor said percentage of the market price thereof 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 concentrates so consumed, it is expressly agreed that if Lessor be not satisfied with the market price used in making royalty settlements, Lessor shall have and hereby agrees to take said percentage of said concentrates, or concentrates of like quality, in lieu of said royalty, at the [illegible] and further agrees to give written notice at once in the event Lessor is not satisfied as aforesaid.

4. Lessor agrees to pay Lessor's 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 the ores and/or concentrates produced from the lands covered hereby.

5. The Lessee will keep accurate books showing quantities and kinds of concentrates produced 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 by 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 the Tri-State District.

7. It is further understood and agreed that all ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by Lessee, as an independent operation, or in a mill or mills in [illegible] commonly referred to as a central concentrating plant and that such plant or plants may be located on these lands, with the right to treat [illegible] other ores are being treated. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, [illegible] accounted for in the manner which is now or may hereafter be established as standard method and practice thereat. If [illegible] automatic weighing and sampling devices, then the ores mined from the lands covered hereby shall not be commingled with ores from other lands before or during milling [illegible] any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be [illegible] accounted for separately from any other concentrates.

8. If ores and rock from the lands covered hereby are milled on other lands the tailings, rock and other by-products resulting therefrom shall belong to the owner of such other lands or of the lands upon which same are deposited, and if ores and rock from this or other lands are milled upon the lands covered hereby all such materials [illegible] belong to Lessor, provided, however, Lessee shall at all times during the life of this lease have the right to remill said tailings and other by-product materials, and [illegible] the period of such remilling operation Lessee shall be relieved from the obligation to conduct prospecting or mining operations, and provided further, Lessee shall [illegible] times during said period have the right to remove and sell said tailings and other by product materials upon the payment of a royalty at the rate above specified [illegible] all such sales.

9. Lessee shall have the right to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on adjoining lands and to hoist ores and minerals mined on adjoining lands through a shaft or shafts on this land, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as above provided in paragraph 7.

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

11. The Lessee shall commence prospecting or mining upon said lands within 90 days from the date hereof. Such prospecting [illegible] shall be carried on continuously and shall not be suspended at any time for longer than thirty days except on account of unavoidable accidents, strikes or other [illegible] beyond the control of Lessee and except that when the sale value of the concentrates produced from said premises is such that mining thereof cannot be profitably [illegible] the Lessee, operations may be suspended until prices improve so that mining can be profitably conducted; provided, suspension of operations for said last [illegible] shall not continue longer than six (6) months without the written consent of Lessor.

[illegible] If prospecting or mining operations should not be commenced on said land within the time hereinbefore provided and Lessee shall pay or tender to Lessor the [illegible] in the manner hereinafter provided, such payment or tender shall operate as a rental for three (3) months from and after the period [illegible] above stated and [illegible] shall also cover the right and privilege in the Lessee to defer the commencing of said prospecting or mining operations for and during [illegible] in like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred [illegible] after having been commenced, for like periods, successively during the term of one years from the date hereof. All rentals due hereunder may [illegible] to Lessor at Citizens State Bank, Granby or to the bank hereinbefore mentioned, [illegible] before the date any such rentals shall become payable.

[illegible] in writing hereafter designate and its successors by power irrevocable is hereby made the agent of Lessor to accept [illegible] the same shall continue as a depositary of such royalties or rentals during the life of this lease regardless of changes [illegible]

[illegible] a copy of the log of each drill hole put down on said land by Lessee, showing any assays made of cuttings therefrom, and [illegible] on said land at least once each three months' period.

14. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long thereafter as ore shall be produced therefrom by the [illegible] operations on said land or any part thereof, in good faith.

[illegible] Lessor hereby [illegible] agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right, at any time, to redeem [illegible] liens on the above described lands, in event of default of payment by Lessor, and be subrogated to the rights of [illegible] thereof.

16. The Lessee shall have the right to assign or sublet this lease, or any portion of the acreage covered hereby.

17. Lessee shall pay for damages caused by operations hereunder to growing crops and/or any improvements on said land.

18. 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 remedied within said period this lease shall thereupon terminate, at the option of the Lessor which remedy shall be exclusive.

19. The Lessee may at any time, if Lessee desires to do so, pay all royalties then due, surrender and terminate this lease by giving seven days' written notice of intention so to do and thereupon Lessee shall be relieved from all obligations hereunder, with like effect as if this lease had not been made.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this indenture the day and year first above written.

[illegible] Zinc Company, Inc.

[illegible]

Lessee

Verde A. Spangle
Olive E. Temple
[illegible]
[illegible]

Lessor

May 11, 1960

Mr. E. D. Talbert
Contract Administration and Audit Division
Office of Minerals Exploration
Interior Building
Washington 25, D. C.

Dear Mr. Talbert:

Attached are two folders, Contract Idm-E231 and Idm-E550, received from the Bartlesville, Oklahoma, Bureau of Mines Office, for your handling.

Very truly yours,

Helen R. Miller
Administrative Assistant

Attachments
/hbm
Norris files
Day files

Docket No. DMEA 2933

Commodity Lead-Zinc

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

WITHDRAWN

STRATEGIC AND CRITICAL MINERALS EXPLORATION PROGRAM

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

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

Contract No. Idm-E 550

Date of Contract ~~or amendment~~: June 16, 1953

Name and Address of Operator:

Century Lead & Zinc Co., Inc.
420 School Street
P. O. Box 1043
Joplin, Mo.

Amount of Government participation $ 5,250.00

Percent of Government participation 50%

Region: VI State: Missouri

| | | |
|---|---|---|
| DIRECT. | | |
| ADM. | | |
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| | | |
| NOV 4 1953 | | |

NOTE: Please release $5,250.00; application withdrawn

10/28/53
S

Original Contract Never received or posted in Region VI. This Cancellation will not be posted.

Jay L. Chambers
(Name)

J. L. Chambers,
Chief, Contract Administration and Audit Division
(Title)

Date Delivered to Bureau of Mines, Washington. 10/~~19~~/53 20

13908

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Joplin, Missouri

OFFICIAL BUSINESS

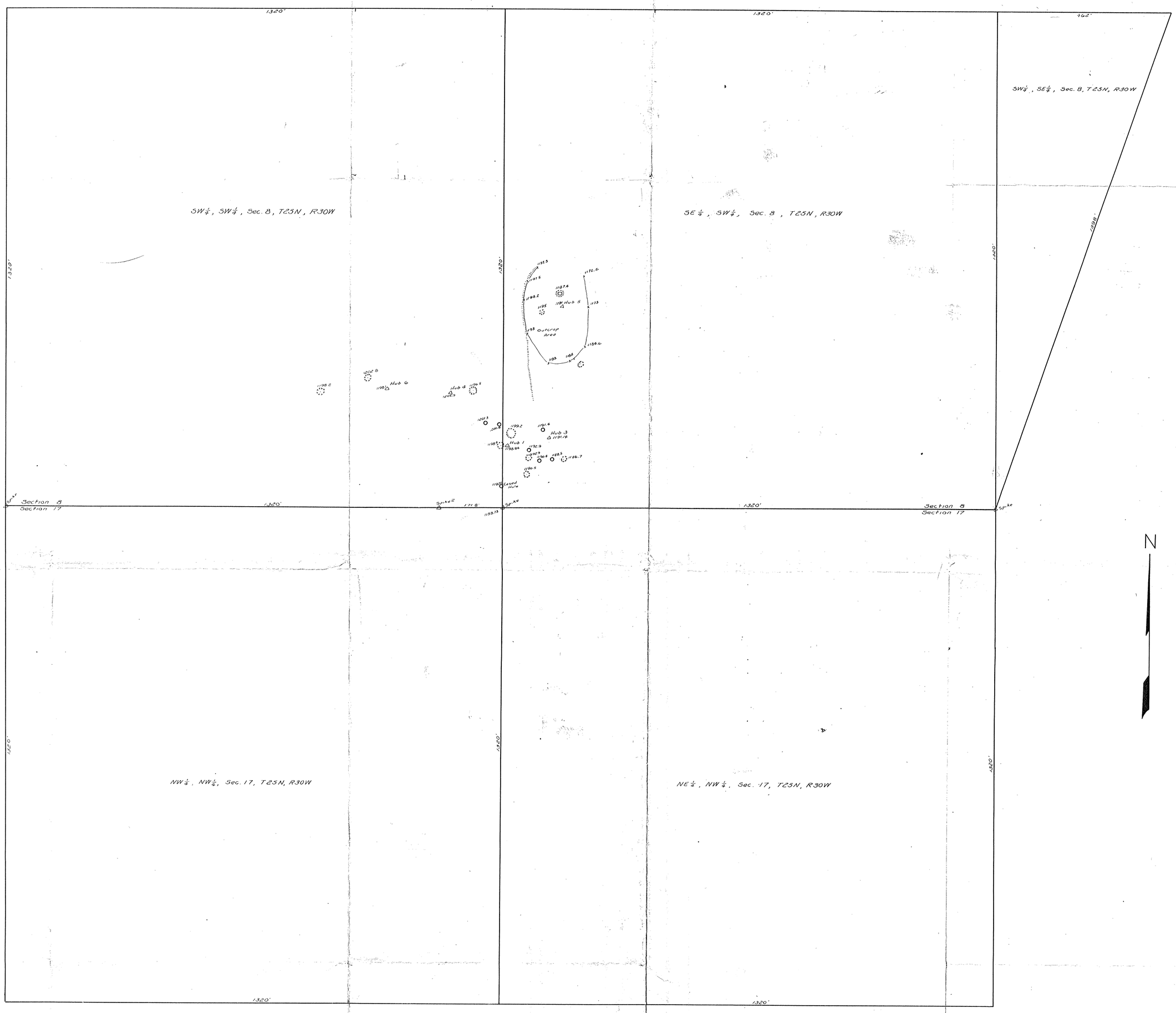
PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, $300
(PMGC)

JOPLIN
MAR 19
1952

Operating Committee
Defense Minerals Exploration Administration
U. S. Department of Interior
Interior Bldg.
Washington 25, D. C.

DMEA 2933

933




# CENTURY LEAD & ZINC MINING CO.

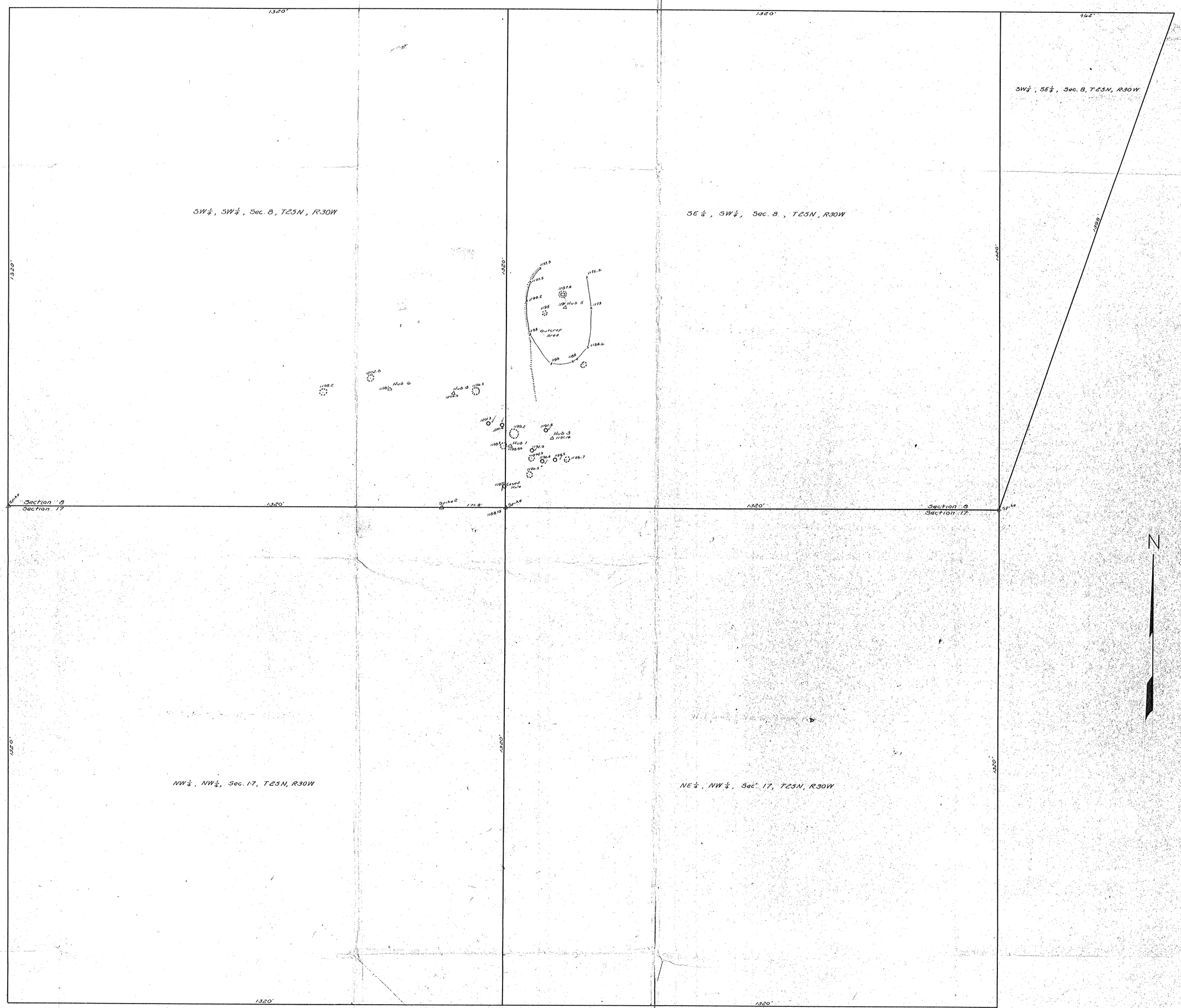
Located on the north half of the northwest quarter of section 17, T25N, R30W; the south half of the southwest quarter, and a part of the southwest quarter of the southeast quarter in section 8, T25N, R30W, in Newton County, Missouri.

Scale - 1" = 100'

March, 1953

WILLIAM M. STEWART ENGINEERING CO
Joplin, Mo.

Amu/2933

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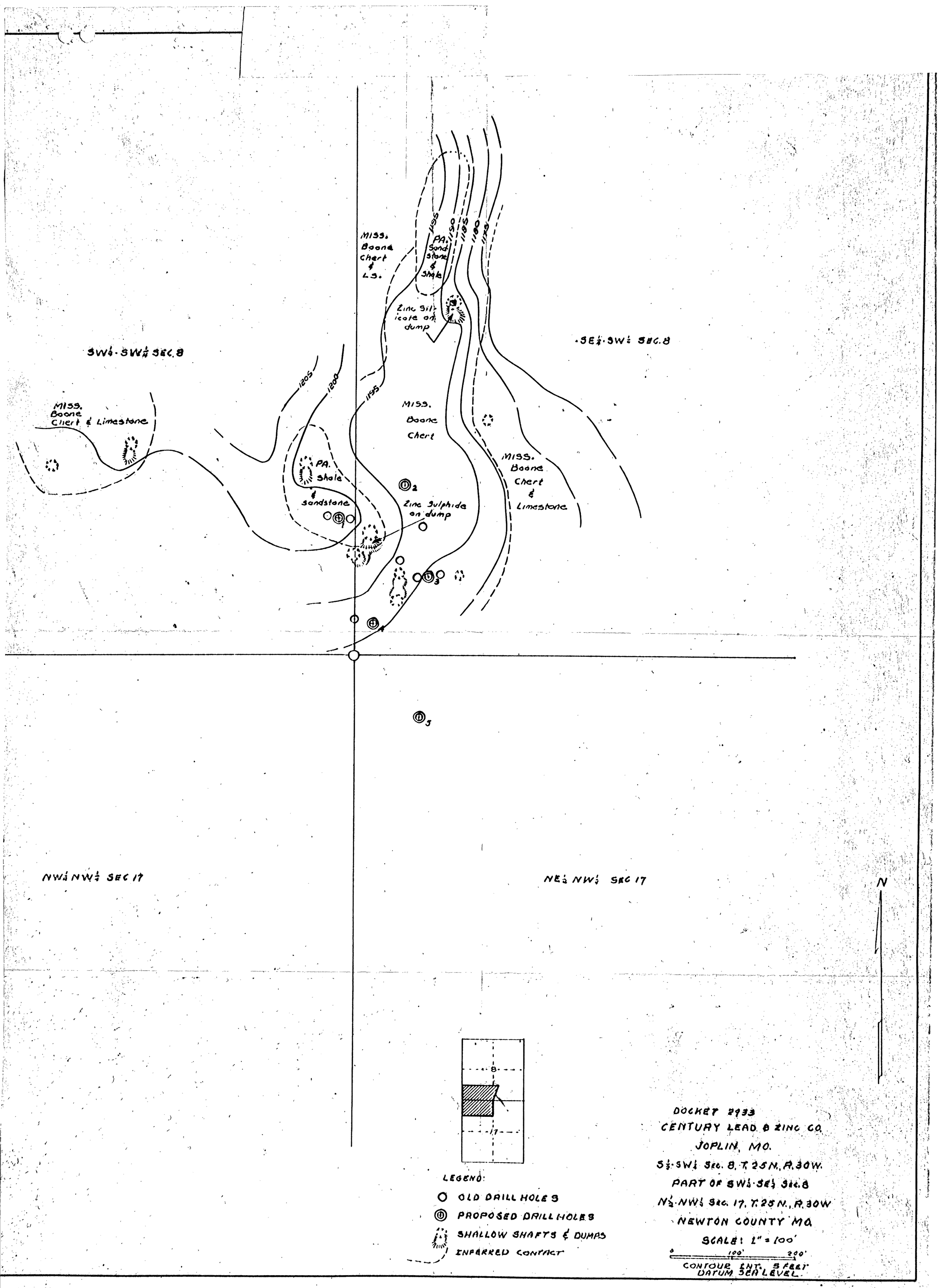
SW¼·SW¼ SEC. 8
SE¼·SW¼ SEC. 8
NW¼ NW¼ SEC 17
NE¼ NW¼ SEC 17
N
MISS. Boone Chert & LS.
PA. Sand stone & Shale
Zinc Silicate on dump
1195
1190
1185
1180
1175
1205
1200
1195
MISS. Boone Chert & Limestone
MISS. Boone Chert
PA. Shale & sandstone
Zinc Sulphide on dump
MISS. Boone Chert & Limestone
1
2
3
4
5
8
17
LEGEND:
OLD DRILL HOLES
PROPOSED DRILL HOLES
SHALLOW SHAFTS & DUMPS
INFERRED CONTACT
DOCKET 2933
CENTURY LEAD & ZINC CO.
JOPLIN, MO.
S½·SW¼ SEC. 8, T. 25 N., R. 30 W.
PART OF SW¼·SE¼ SEC. 8
N½·NW¼ SEC. 17, T. 25 N., R. 30 W
NEWTON COUNTY MO.
SCALE: 1" = 100'
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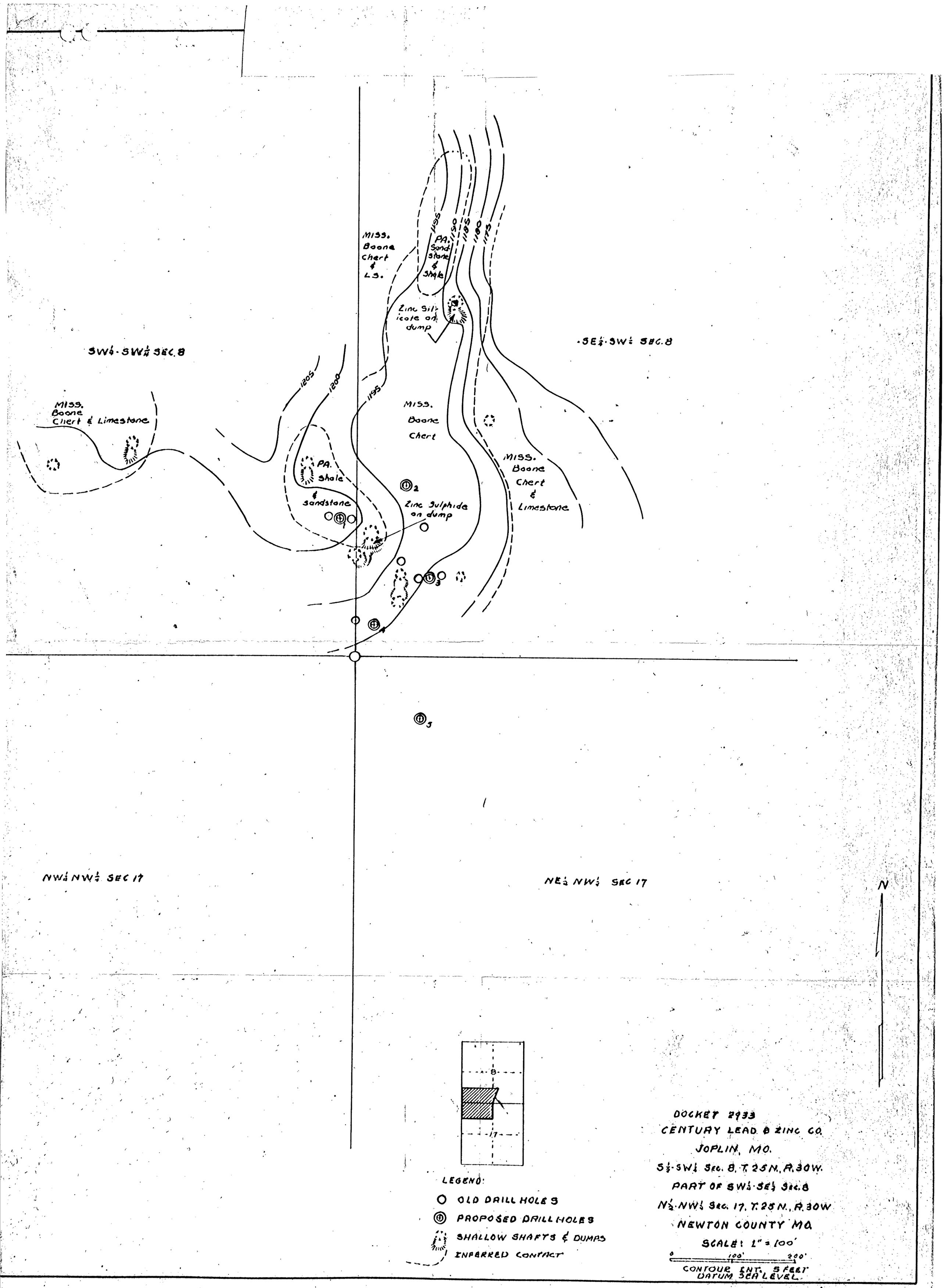
200'
CONTOUR INT. 5 FEET
DATUM SEA LEVEL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PART OF SW¼·SE¼ Sec. 8
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NEWTON COUNTY MO.
SCALE: 1" = 100'
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100'
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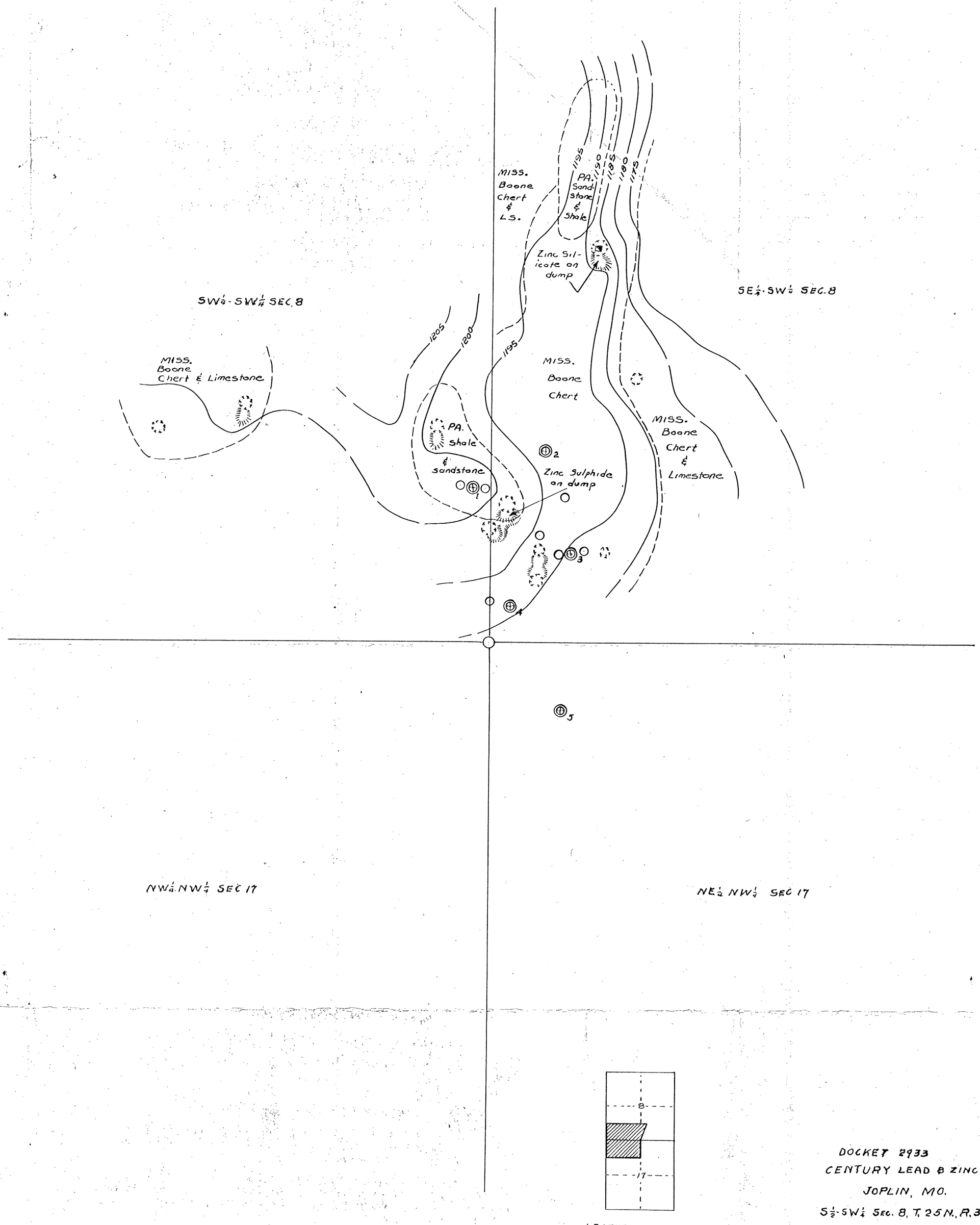
CONTOUR INT. 5 FEET
DATUM SEA LEVEL




LEGEND:

- OLD DRILL HOLES
- PROPOSED DRILL HOLES
- SHALLOW SHAFTS & DUMPS
- INFERRED CONTACT

DOCKET 2933
CENTURY LEAD & ZINC CO.
JOPLIN, MO.
S½-SW¼ SEC. 8, T. 25 N., R. 30 W.
PART OF SW¼-SE¼ SEC. 8
N½-NW¼ SEC. 17, T. 25 N., R. 30 W
NEWTON COUNTY MO.
SCALE: 1" = 100'
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CONTOUR INT. 5 FEET
DATUM SEA LEVEL