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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 27 1955

224 New Customhouse
Denver 2, Colorado

January 24, 1955

Memorandum

To: Chairman of the Operating Committee

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket No. DMEA 3459, (Uranium), Trans-American Television Enterprises, Inc., Rockpoint and Lucky 13 Claims, San Juan County, Utah

Attached are two copies of a letter to the subject applicant which is in accordance with your letter dated January 10, 1955.

W. M. Traver

HMC:pw

W. M. Traver

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 27 1955

224 New Customhouse
Denver 2, Colorado

January 24, 1955

Mr. Harry E. Franks
Trans-American Television Enterprises, Inc.
225 Washington, Street
Boston 8, Mass.

Re: Docket No. DMSA 3459,
Trans-American Enterprises, Inc.
Rockpoint and Lucky Claims
San Juan County, Utah

Dear Mr. Franks:

Our letters to you dated September 13, September 21, November 29, December 21, and December 31, 1954 requested important information necessary to process your application for exploration assistance.

We have not received the requested information and have therefore closed the docket.

W. M. TRAVER,

W. M. Traver

E. M. Harshman

E. M. Harshman

EMH:pw

cc: Subject
Chron
Sec.Op.Comm. (2)
Harshman

700

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

Ching
Ellis
Selfridge
Hemm
Mittenbergs

JAN 10 1955

Mr. W. H. King
Executive Officer
DMEA Field Team, Region IV
224 New Customhouse Building
Denver 2, Colorado

Re: Docket No. DMEA-3459 (Uranium)
Trans-American Television
Enterprises, Inc.
Rockpoint and Lucky 13 Claims
San Juan County, Utah

Dear Mr. King:

This is with reference to your memorandum of December 31, 1954, with enclosures, regarding the subject application.

We agree that the applicant has been given sufficient notice as to our requirements for processing his application, and that the docket should be closed on January 21, 1955, if the requested information has not been received by that date.

Immediately after January 21, if the requested information has not been received, it is suggested that you send the applicant a letter stating that the docket has been closed in accordance with the various warning notices which had been sent him.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee GHB

MChing/gla
1-6-55
cc to: Admr.'s Reading File
Operating Committee
Docket
Messrs. J. E. Crawford, Rm. 3641
T. H. Kiilsgaard, Rm. 5224
J. O. Hosted, Rm. 3210, GSA
Mr. Ching, Code 700

APPROVED:

J. H. Hedges GHB
Member, Bureau of Mines

Thor H. Kiilsgaard GHB
Member, Geological Survey

R.C.G.

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

224 New Customhouse
Denver 2, Colorado

December 31, 1954

Memorandum

To: Chairman, Operating Committee
Defense Minerals Exploration Administration

From: Executive Officer, DMEA Field Team, Region IV

Subject: Docket No. DMEA 3459, Trans-American Television Enterprises, Inc.

On September 2, 1954, we transmitted copies of the correspondence to date relative to the processing of this application. We are enclosing copies of the following correspondence:

1. Letter dated September 7, 1954 from the applicant to the Executive Officer.
2. Letter dated September 13, 1954 from the Field Team to the applicant.
3. Letter dated September 17, 1954 from the applicant to the Executive Officer.
4. Letter dated September 21, 1954 from the Executive Officer to the applicant.
5. Letter dated November 29, 1954 from the Executive Officer to the applicant.
6. Letter dated December 14, 1954 from the applicant to the Executive Officer.
7. Letter dated December 21, 1954 from the Executive Officer to the applicant.
8. Letter dated December 27, 1954 from the applicant to the Executive Officer.
9. Letter dated December 31, 1954 from the Executive Officer to the applicant.

We have repeatedly tried to obtain a map showing location of the proposed work and an estimate of the costs of the proposed work from the applicant. He has evaded the issue in all of his replies.

We are unable to make a field examination until this information has been received. We believe that if we should make a field examination

on the basis of the information submitted to date our engineer and geologist would be infringing on the rights of private consulting geologists and engineers, and the Bureau of Mines would be subject to criticism. We have always maintained that the applicant should submit a definite plan of action.

If our engineers and geologists should visit this property and propose holes to be drilled in a certain area and no ore were found, there is no doubt in our mind that Mr. Franks would state that he had spent his money on the advice of Government engineers and geologists, and that if he had spent his money on a different area he would have found ore.

We do not tell an applicant how to spend his money; we require him to tell us how he wants to spend it and then we either approve or deny the request. In some cases we arrive at a compromise with the applicant, but we always require him to submit to this office a statement requesting this work so that he cannot at some later date state that he did this work against his will on the advice of Government engineers.

We believe that if the information we have requested has not been received by January 21, 1955, the docket should be closed without any further correspondence.

Please advise us if this is the proper procedure.

W H King

W. H. King

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

224 New Customhouse
Denver 2, Colorado

December 31, 1954

Memorandum

Region IV delegation

To: Chairman, Operating Committee
Defense Minerals Exploration Administration

From: Executive Officer, DMEA Field Team, Region IV (Uranium)

Subject: Docket No. DMEA 3459, Trans-American Television Enterprises, Inc.

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5. Letter dated November 29, 1954 from the Executive Officer to the applicant.
6. Letter dated December 14, 1954 from the applicant to the Executive Officer.
7. Letter dated December 21, 1954 from the Executive Officer to the applicant.
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We do not tell an applicant how to spend his money; we require him to tell us how he wants to spend it and then we either approve or deny the request. In some cases we arrive at a compromise with the applicant, but we always require him to submit to this office a statement requesting this work so that he cannot at some later date state that he did this work against his will on the advice of Government engineers.

We believe that if the information we have requested has not been received by January 21, 1955, the docket should be closed without any further correspondence.

Please advise us if this is the proper procedure.

W. H. King

W. H. King

JPB:ld

Copy to: E. N. Marshman
sub
chron

Trans-American Television Enterprises, Inc.

225 WASHINGTON STREET
BOSTON 8, MASS.

EXECUTIVE OFFICES

Sept. 7, 1954

Re: DMEA 3459

W. H. King,
224 New Custom House,
Denver, 2, Colorado.

Dear Sir,-

In answer to your letter just received, please find enclosed the list of the book and page number of each recorded location.

On your item 1, with reference to our rights to mine ore,-- our agreement of purchase does indicate that we do have the right to explore and drill the property ,-- as a result of which we can determine whether the property will be economically feasible to mine. If it iseconomically feasible to mine,-- we will then exercise our option to purchase and go ahead and mine. I have been under the understanding that this arrangement does qualify for financial assistance from your department.

A surveyed map of the location is due to be sent in here any day now,-- a copy of which will be forwarded directly to your office.

Estimated cost in detail cannot be determined right now because of our not knowing just what we will be running up against,-- the guessing at this stage would be outrageously thin guesswork. The geologists report itself suggests that after the bulldozing gets under way which it is TODAY,-- the removal of the overburden will then show where to start and what drilling might be suggested from what is uncovered there.

I shall appreciate whatever cooperation you can give me at this time especially in the matter of the very difficult financial strain under which I am under right now, immediately.

yours very truly,

Trans-American Television Enterprises, Inc.,

Harry E. Franks. Treas.

Harry E. Franks

Trans-American Television Enterprises, Inc.,
225 Washington St.,
Boston, 8, Mass..

RECORDING DATA ON ROCKPOINT AND LUCKY 13 CLAIMS

Recorded in the office of the San Juan County Recorder

Monticello, Utah, as follows:

NAME OF CLAIM	ENTRY NO.	BOOK NO.	PAGE
Rockpoint No. 1	H3909	109	494
" No. 2	H3910	109	495
" No. 3	H3911	109	496
" No. 4	H12427	127	445
" No. 5	H12428	127	446
Lucky 13 No. 1	H3899	109	484
" No. 2	H3900	109	485
" No. 3	H3901	109	486
" No. 4	H3902	109	487
" No. 5	H3903	109	488
" No. 6	H3904	109	489
" No. 7	H3905	109	490
" No. 8	H3906	109	491
" No. 9	H3907	109	492
" No. 10	H3908	109	493
" No. 11	H12429	127	447
" No. 12	H12430	127	448
" No. 13	H12431	127	449
" No. 14	H12432	127	450
" No. 15	H12433	127	451
" No. 16	H12434	127	452
" No. 17	H12435	127	453
" No. 18	H12436	127	454
" No. 19	H12437	127	455
" No. 20	H12438	127	456
" No. 21	H12439	127	457
" No. 22	H12440	127	458
" No. 23	H12441	127	459
" No. 24	H12442	127	460
" No. 25	H12443	127	461
" No. 26	H12444	127	462
" No. 27	H12445	127	463

224 New Customhouse
Denver 2, Colorado

September 13, 1954

Mr. Harry E. Franks, Treasurer
Trans-American Television Enterprises, Inc.
225 Washington Street
Boston 8, Mass.

Re: Docket DMEA 3459

Dear Mr. Franks:

This will acknowledge receipt of your letter dated September 7, 1954, transmitting the recording data on the Rockpoint and Lucky 13 groups of claims.

To complete your application, the following is required:

1. Proof that you have the right to mine and remove ore from the property. Unless you establish that right, you cannot qualify for DMEA assistance.

2. A map of the property showing the location of all of your proposed work and a description of your proposed work.

3. A detailed estimate of the costs of your proposed work using the attached Form MF-103, Item 6, as an outline. Your letter states:

"The estimated cost in detail cannot be determined right now because of our not knowing just what we will be running up against,--the guessing at this stage would be outrageously thin guesswork. The geologists report itself suggests that after the bulldozing gets under way which it is TODAY,--the removal of the overburden will then show where to start and what drilling might be suggested from what is uncovered there."

This indicates that you will be in a position later to forward this office a description of your proposed exploration work and your detailed estimate of costs.

If we do not receive the requested information within 30 days, we will presume that you are no longer interested in Defense Minerals Exploration Administration assistance, and we will close the docket.

Yours very truly,

John F. Shaw
For W. H. King
Executive Officer
DMEA Field Team, Region IV

E. N. Hausmann
for A. H. Koschmann
DMEA Field Team, Region IV

Enclosure

HMC:mb

cc: Docket
Administrator w/copy of letter & record data
WMTraver " " " " "
ALBrokaw " " " " "
Chron.

TELEPHONES: LAFAYETTE 3-8352
7-8355

Trans-American Television Enterprises, Inc.

225 WASHINGTON STREET
BOSTON 8, MASS.

EXECUTIVE OFFICES

Rec'd

September 17th, 1954

W. H. King,
D M E A
224 New Cutomhouse,
Denver, 2, Colorado.

DMEA-3459

Dear Mr. King,-

Enclosed find the map, received today from Metropoititan Engineers, Consulting Engineers, of 140 West 2nd South, Salt Lake City, Utah.

As you will well see, this specifically pin points the location of our claims.

This gives you all of the information that I can give you on the application. If there is anything further that might hold up the completion of your work, I will appreciate your calling me collect.

Thank you kindly.

Trans-American Television Enterprises, Inc.

Harry E. Franks. Treas.

Harry E. Franks

224 New Customhouse
Denver 2, Colorado

September 21, 1954

Mr. Harry E. Franks, Treasurer
Trans-American Television Enterprises, Inc.
225 Washington Street
Boston 8, Mass.

Re: Docket DMEA 3459

Dear Mr. Franks:

This will acknowledge receipt of your letter dated September 17, 1954, in which you enclosed a claim map of the Lucky 13 and Rockpoint groups of claims, but the location of your proposed work was not indicated thereon.

Please refer to our letters to you dated September 2 and September 13, 1954, in which we requested you to complete your application by forwarding this office the following information:

1. Proof that you have the right to mine and remove ore from the property.

2. A map of the property showing the location of all of your proposed work and a description of your proposed work.

3. A detailed estimate of costs of your proposed work.

Yours very truly,

WH King

W. H. King
Executive Officer,
DMEA Field Team, Region IV

HMC/mb

cc: Docket
Administrator, DMEA
WMTraver
ALBrokaw
AHKoschmann
Chron

224 New Customhouse
Denver 2, Colorado

November 29, 1954

Mr. Harry E. Franks, Treasurer
Trans-American Television Enterprises, Inc.
225 Washington Street
Boston 8, Massachusetts

Re: Docket DMEA 3459

Dear Mr. Franks:

Reference is made to your application for exploration assistance, Docket No. DMEA 3459.

We have not received a reply to our letter of September 21, 1954, in which we requested additional information necessary before we could process your application. If we do not hear from you in 30 days, we will assume you are no longer interested in exploration assistance and your docket will be closed.

Yours very truly,

John F. Shaw

John F. Shaw
For W. H. King
Executive Officer, DMEA
Field Team, Region IV

JFS:mn

cc: Docket ✓
Administrator, DMEA
W.M.Traver
A.L.Brokaw
A.H.Koschmann
Chron.

TELEPHONES: LAFAYETTE 3-8352
3-8353

Mining Division
Date Rec'd
DEC 16 1954
BUREAU OF MINES
Denver, Colorado

Trans-American Television Enterprises, Inc.

225 WASHINGTON STREET
BOSTON 8, MASS.

EXECUTIVE OFFICES

December 14th, 1954

John F. Shaw
for W. H. King,
Executive Officer, DMEA
Field Team,
Region IV
224 New Custom house,
Denver, 2, Colorado.

Dear Sir,-

Thank you kindly for your letter of November 29th,-- I have just arrived back from Utah , where I have been going ahead without your aid as far as my funds will go in exploring and drilling the properties that we have options for purchase on. Your letters have indicated that you would not consider any properties application until and unless we have the right to go ahead and mine them. Our option agreements on the various properties are made so that we have the right to go ahead and explore and drill them at our expense, and if we are then saitisfied that the properties are worth while, we then will buy them and mine them. On the other hand, if we find that they are not worth while mining, we then do not exercise the option.

It seems to me that the governments aid program intent would have covered such an arrangement. We certainly would be able to cover a whole lot more exploration work if we were able to enlist the help of the government in a program such as we have,-- especially where our funds for this work is so limited. So far we have gone through a very great deal of money without your help,-- and I don't believe that it was the intent of the government program to diallow a case like ours,-- but I shall soon find out.

In the meantime, I will appreciate any and all cooperation and

suggestions that you may have to help in the work that I would so very much like to have done and can't afford the heavy expense for.

If it will help any, don't hesitate to call me on the telephone at my expense collect

yours very truly,

Trans-American Television Enterprises, Inc.

Harry E Franks. Treas.

Harry E. Franks.

224 New Customhouse
Denver 2, Colorado

December 21, 1954

Mr. Harry E. Franks, Treasurer
Trans-American Television Enterprises, Inc.
225 Washington Street
Boston 8, Mass.

Re: Docket No. DMEA 3459

Dear Mr. Franks:

This will acknowledge receipt of your letter dated December 14, 1954, regarding your application for exploration assistance, Docket No. DMEA 3459. If you will review our correspondence you will note that we have repeatedly asked you to submit a map of the property showing the location of your proposed work and an estimate of the cost of the proposed work.

In our letters we mentioned that you should have the right to mine and remove ore to acquaint you with all the details necessary before we could enter into an exploration project contract. An option to purchase, such as you have, might be sufficient to justify our making a field examination. However, the legal documents would have to be passed on by a DMEA attorney.

We believe that you have had ample time to submit to this office a map showing the location of the proposed work in relation to the property lines, and a detailed estimate of the cost of the proposed work. We regret that we cannot process your application until this information is received. If this information is not received before January 21, 1955, your docket will be closed.

Very truly yours,

W. H. King

W. H. King
Executive Officer
DMEA Field Team, Region IV

JFB:dm

cc: Chm., Exec. Comm. (2) (w/copy of letter)
EHHarshman (w/copy of letter)
Subject
Chron

2-30-55

Trans-American Television Enterprises, Inc.

225 WASHINGTON STREET
BOSTON 8, MASS.

EXECUTIVE OFFICES

Mining Division
Date Rec'd.
DEC 23 1954
BUREAU OF MINES
Denver, Colorado

Dec. 27th, 1954

W. H. King, Exec. Officer,
DMEA Field Team,
Region IV
224 New Custom House,
Denver, 2 Colorado.

Dear Sir,-

Thank you for your letter rec'd this morning.

All the rights, privileges and other things with relation to the option for purchase of this company on the claims held,-- have been assigned and transferred to the Richland Uranium Corporation,-- a new corporation formed and the stock of which is being sold re the enclosed prospectus,--

A week or so ago, I came back from this area where I had done some drilling on these properties and at the same time looked over additional properties for drilling and exploring. I had to stop on account of a terrible snow storm that started and I wanted to get back home for the holidays.

On each of the properties that I am interested in, My formula is as follo follows. If the properties are likely,-- I agree on and sign a contract or agreement with the owner of the claims under the following terms,-- On the basis of some reasonable price or royalties etc.-- I agree to explore and drill the properties. I leave myself enough time to do this comfortably,-- and if, from the exploration and drilling, I do find the property rich enough, I then go ahead and buy it,-- so that I can then mine it.

Now, this ishow I have been doing it. I have been corresponding with you for many months,-- and all that I can make out from this correspondence is involvements that are of no avail. You first told me that I did not qualify under your program because I did not have the right to go ahead and mine. I told you that I did have the right to go ahead and mine after I was sure that it was worth while and wanted to go ahead and mine,-- by go ing through with my option for purchase. Now, you say that maybe your legal department might agree that I could qualify. All that I can say is that I don't believe that our administration in Washington meant it to be the way you had interpretted the rulings. Some day when I have enough time to prove that I am right, I will take it up with my Congressman. In the meantime, I will sweat it out.

However,-- if you can arrange to give us some help in our program of controlling properties in order to explore them properly, and then buy them, if they are feasibly good enough,-- I would very much appreciate your financial help u under the prgram already set up and under which you are supposed to give this financial help to men like myself.

In may of my letters to you, I distinctly requested that if there was any reason you had to ask questions and wanted answers for them,-- I respectfully requested that you make a telephone collect call to me hbre that I would graciously accept in order that I might expedite the help that I so badly need.

There is no question but that you must be swamped with requests like mine-- but I must also say that I hope that other applications have been handled better than ours,-- because you have handled ours very badly indeed.

I have laready sent you all the information you have asked for. You have probably mislaid it. I will galdly send you any additional information that you want, but only if it will do any good,--- so far it has done none excepting to become more and more involved. The maps you ask for were sent to you months ago. This speaks very badly for the handling of papers in your department. However,-- the enclosed prospectus will probably clarify all questions and what there isn't here, I sent you long ago.

Will you please help us out ?

yours very truly,

Harry E. Franks.

Harry E. Franks.

I'm enclosing the photostat of the planned drilling start,-- after these holes are drilled, we will know where we will drill further,-- an estimate of the cost of the proposed work as indicated in our prospectus is clearly outlined. on page 7

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

224 New Customhouse
Denver 2, Colorado

December 31, 1954

Mr. Harry E. Franks, Treasurer
Trans-American Television Enterprises, Inc.
225 Washington Street
Boston 8, Massachusetts

Dear Mr. Franks:

This will acknowledge receipt of your letter dated December 27, 1954.

We are unable to process your application for exploration assistance, Docket No. DMEA 3459, until we receive a map showing the location of the proposed work in relation to your property lines and an estimate of the cost of the proposed work. We have requested this information from you several times.

We are returning the claim map which you transmitted to this office on September 17, 1954, and the claim map which you transmitted to this office on December 27, 1954. These maps show the location of the claims but they do not show the location of any drill holes.

The last paragraph of your letter dated December 27, 1954, refers to previous information which was sent to this office. No doubt you are referring to the map transmitted to this office on September 17, which we are returning. We require the tentative location of each drill hole.

The postscript on your letter dated December 27, 1954, states that an estimated cost of the proposed work is outlined on page 7 of your prospectus. We are enclosing for your information a copy of Form MF-103, "Application for Aid in an Exploration Project". Your attention is called to paragraph 6 of this form, "Estimate of Costs". Your costs will have to be submitted in accordance with this form before we can process your application.

Yours very truly,

W H King

W. H. King
Executive Officer
DMEA Field Team, Region IV

JFS:ld

Copy to: E. N. Harshman
Chairman, Opr. Comm.
sub
chron

Enclosures

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

224 New Customhouse
Denver 2, Colorado

December 21, 1954

Mr. Harry E. Franks, Treasurer
Trans-American Television Enterprises, Inc.
225 Washington Street
Boston 8, Mass.

Re: Docket No. DMEA 3459

Dear Mr. Franks:

This will acknowledge receipt of your letter dated December 14, 1954, regarding your application for exploration assistance, Docket No. DMEA 3459. If you will review our correspondence you will note that we have repeatedly asked you to submit a map of the property showing the location of your proposed work and an estimate of the cost of the proposed work.

In our letters we mentioned that you should have the right to mine and remove ore to acquaint you with all the details necessary before we could enter into an exploration project contract. An option to purchase, such as you have, might be sufficient to justify our making a field examination. However, the legal documents would have to be passed on by a DMEA attorney.

We believe that you have had ample time to submit to this office a map showing the location of the proposed work in relation to the property lines, and a detailed estimate of the cost of the proposed work. We regret that we cannot process your application until this information is received. If this information is not received before January 21, 1955, your docket will be closed.

Very truly yours,

W H King

W. H. King
Executive Officer
DMEA Field Team, Region IV

JFS:dm

cc: Chm., Oper. Comm. (2) (w/copy of letter)
ENHarshman (w/copy of letter)
Subject
Chron

PHONES: LAFAYETTE 3-6353

Mining Division
Date Rec'd.
DEC 16 1954
BUREAU OF MINES
Denver, Colorado

C
B

Trans-American Television Enterprises, Inc.

225 WASHINGTON STREET
BOSTON 8, MASS.

EXECUTIVE OFFICES

December 14th, 1954

John F. Shaw
for W. H. King,
Executive Officer, DMEA
Field Team,
Region IV
224 New Custom house,
Denver, 2, Colorado.

Dear Sir,-

Thank you kindly for your letter of November 29th,-- I have just arrived back from Utah , where I have been going ahead without your aid as far as my funds will go in exploring and drilling the properties that we have options for purchase on. Your letters have indicated that you would not consider any properties application until and unless we have the right to go ahead and mine them. Our option agreements on the various properties are made so that we have the right to go ahead and explore and drill them at our expense, and if we are then saitisfied that the properties are worth while, we then will buy them and mine them. On the other hand, if we find that they are not worth while mining, we then do not exercise the option.

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In the meantime, I will appreciate any and all cooperation and

suggestions that you may have to help in the work that I would so very much like to have done and can't afford the heavy expense for.

If it will help any, don't hesitate to call me on the telephone at my expense collect

yours very truly,

Trans-American TelevisionEnterprises, Inc.

Harry E. Franks. Treas.

Harry E. Franks.

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

224 New Customhouse
Denver 2, Colorado

December 21, 1954

Mr. Harry E. Franks, Treasurer
Trans-American Television Enterprises, Inc.
225 Washington Street
Boston 8, Mass.

Re: Docket No. DMEA 3459

Dear Mr. Franks:

This will acknowledge receipt of your letter dated December 14, 1954, regarding your application for exploration assistance, Docket No. DMEA 3459. If you will review our correspondence you will note that we have repeatedly asked you to submit a map of the property showing the location of your proposed work and an estimate of the cost of the proposed work.

In our letters we mentioned that you should have the right to mine and remove ore to acquaint you with all the details necessary before we could enter into an exploration project contract. An option to purchase, such as you have, might be sufficient to justify our making a field examination. However, the legal documents would have to be passed on by a DMEA attorney.

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Very truly yours,

W H King

W. H. King
Executive Officer
DMEA Field Team, Region IV

JFS:dm

cc: Chm., Oper. Comm. (2) (w/copy of letter)
ENHarshman (w/copy of letter)
Subject
Chron

ELEPHONES: LAFAYETTE 3-8353

Mining Division
Date Rec'd.
DEC 16 1954
BUREAU OF MINES
Denver, Colorado

C
B

Trans-American Television Enterprises, Inc.

225 WASHINGTON STREET
BOSTON 8, MASS.

EXECUTIVE OFFICES

December 14th, 1954

John F. Shaw
for W. H. King,
Executive Officer, DMEA
Field Team,
Region IV
224 New Custom house,
Denver, 2, Colorado.

Dear Sir,-

Thank you kindly for your letter of November 29th,-- I have just arrived back from Utah , where I have been going ahead without your aid as far as my funds will go in exploring and drilling the properties that we have options for purchase on. Your letters have indicated that you would not consider any properties application until and unless we have the right to go ahead and mine them. Our option agreements on the various properties are made so that we have the right to go ahead and explore and drill them at our expense, and if we are then saitisfied that the properties are worth while, we then will buy them and mine them. On the other hand, if we find that they are not worth while mining, we then do not exercise the option.

It seems to me that the governments aid program intent would have covered such an arrangement. We certainly would be able to cover a whole lot more exploration work if we were able to enlist the help of the government in a program such as we have,-- especially where our funds for this work is so limited. So far we have gone through a very great deal of money without your help,-- and I don't believe that it was the intent of the government program to diallow a case like ours,-- but I shall soon find out.

In the meantime, I will appreciate any and all cooperation and

suggestions that you may have to help in the work that I would so very much like to have done and can't afford the heavy expense for.

If it will help any, don't hesitate to call me on the telephone at my expense collect

yours very truly,

Trans-American TelevisionEnterprises, Inc.

Harry E. Franks. Treas.

Harry E. Franks.

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

Department of the Interior
Defense Minerals Administration
RECEIVED
DEC 2 1954

224 New Customhouse
Denver 2, Colorado

November 29, 1954

Mr. Harry E. Franks, Treasurer
Trans-American Television Enterprises, Inc.
225 Washington Street
Boston 8, Massachusetts

Re: Docket DMEA 3459

Dear Mr. Franks:

Reference is made to your application for exploration assistance, Docket No. DMEA 3459.

We have not received a reply to our letter of September 21, 1954, in which we requested additional information necessary before we could process your application. If we do not hear from you in 30 days, we will assume you are no longer interested in exploration assistance and your docket will be closed.

Yours very truly,

John F. Shaw
For W. H. King
Executive Officer, DMEA
Field Team, Region IV

JFS:mn

cc: Docket
Administrator, DMEA ✓
W.M.Traver
A.L.Brokaw
A.H.Koschmann
Chron.

DMEA Docket Copy
Surname

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

October 4, 1954

Adams, Heckman & Traylor
Attorneys at Law
P. O. Box 266
201 Electric Building
Grand Junction, Colorado

Attention: Mr. Wm. M. Ela

Gentlemen:

Your letter dated September 25 to the Deputy Administrator of Defense Minerals Exploration Administration concerning an application of the "Agnew-Smyth partnership" has been referred to me for reply.

I have not seen the application, which I gather was returned to you as indicated by the letter of the Executive Officer, DMEA Field Team, Region IV, to you dated September 17.

If you had attached to your letter to the Deputy Administrator a copy of the option or agreement under which Agnew and Smyth apparently have an interest in the land to be explored, I could perhaps have passed final judgment on the sufficiency of their property rights. However, your quotations from that document may serve the purpose for the present.

Although a mere option to purchase is not a sufficient interest in land to enable the Government to commit itself to contribute to the costs of a proposed exploration on that land, yet it may be sufficient to enable the Government to enter into an exploration contract containing provisions that it will become effective only if and when the option is exercised, within some period fixed by the contract. In the case at hand you represent that the applicants have already exercised the option in part, by paying the sum of $5,500 which was required to give them the right to possession and to explore. Your quotation from the instrument does not indicate what the term of this right of possession may be.

R.C.S.

In any case, I think that you are correct in contending that an application need not be rejected merely because the interest in property is nothing but an option to purchase. However, if the term of the option is too short to allow for inspecting the property and reporting on it, and thereafter negotiating and entering into an exploration contract, this agency will not accept the option as the basis for a contract. Ordinarily, 90 days will not suffice.

A copy of this letter is being sent in the same mail to the Executive Officer, Region IV; and if your clients will renew their application to that office, attaching a copy of the instrument in question and a statement of its status with respect to the exercise of the option and the period of time within which it may be exercised, we will endeavor to draft an exploration project contract suitable for the present status of the property interests involved.

Of course, nothing in the foregoing is to be taken as an approval of the application from a technologic standpoint, which is a matter that is left to the engineers and geologists.

Sincerely yours,

J. L. Hofflund

J. L. Hofflund
Acting Assistant Solicitor
Defense Minerals

JLHofflund/emd 9/30/54
(last page rewritten 10/4/54)

Copy to: DMEA Docket
Solicitor's Docket
Adm. R. File
C. O. Mittendorf
F. E. Johnson
W. H. King, Exec. Officer, Reg. IV
J. L. Hofflund
chron.
pending

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

September 30, 1954

Memorandum

To: The Administrator, DMEA

From: Acting Assistant Solicitor, Defense Minerals

Subject: Agnew-Smyth - application for exploration project contract

I have drafted the attached letter for my own signature, because it seems good policy to me that a letter from lawyers should be answered by a lawyer. If you approve, please surname. If you wish the letter to be drafted for your own signature, I will change it for that purpose.

J. L. Hofflund

J. L. Hofflund
Acting Assistant Solicitor
Defense Minerals

Attachment

JLHofflund/emd
Copy to: DMEA Docket
Solicitor's Docket
J. L. Hofflund
chron.

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

September 30, 1954

Memorandum

To: The Administrator, DMEA

From: Acting Assistant Solicitor, Defense Minerals

Subject: Agnew-Smyth - application for exploration project contract

I have drafted the attached letter for my own signature, because it seems good policy to me that a letter from lawyers should be answered by a lawyer. If you approve, please surname. If you wish the letter to be drafted for your own signature, I will change it for that purpose.

J. L. Hofflund
Acting Assistant Solicitor
Defense Minerals

Attachment

DRAFT
FEJohnson/bih
9/28/54

RECEIVED
SEP 29 1954
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

Mr. William M. Ela
Adams, Heckman & Traylor
P. O. Box 266
Grand Junction, Colorado

Dear Mr. Ela:

Reference is made to your letter of September 25, 1954, concerning our telephone conversation with respect to the rejected application for exploration assistance of Agnew-Smyth, and enclosing copy of letter dated September 17, 1954 addressed to you and signed by John F. Shaw for W. H. King, Executive Officer, DMEA Field Team, Region IV.

When I suggested that you send me full details concerning this case in order to take it up with our attorneys, I had in mind that you would include a copy of the option your clients have on the property which they wish to explore. The information which you have given in your letter is insufficient for basing an opinion as to the adequacy of the operator's interest in the land for the purpose of an exploration contract.

Mr. King's reasons for rejection of your client's application given in his letter to you are not entirely correct. We do not require the operator to mine ore under the exploration program and, consequently, would not insist that he have the right to mine ore before entering into an exploration contract with him. However, it would be necessary that he be able to acquire that right, which I understand is covered in the present option.

I have discussed this case with Mr. King and he has informed me that your client has only a 90 day option on the property, as well as having no right to mine ore until the option is exercised by making final payment of the purchase price. Such an option of course would not be adequate for an exploration project contract. It would neither permit sufficient time in which to complete the project, nor would it adequately protect the Government's interest. In order to meet these requirements it would be necessary that the option run for sufficient time so as to cover a period required to process an application, prepare and execute a contract, complete the work described in the contract and extend for a period of at least six months after the completion of the work or termination of the contract.

If your client can obtain an option that fills these requirements I am sure that an application for an exploration project on the property would be accepted and processed in the usual manner.

Sincerely yours,

Administrator

MF-500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 9-27

REFERRED TO:
1. 110
2.
3.
4.

FOR:

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

REMARKS:

Check (X) before the items needing attention.

ROBERT E. ADAMS

Initials of sender.

GPO 16—63815-1

ADAMS, HECKMAN & TRAYLOR
ATTORNEYS AT LAW
P. O. BOX 266
201 ELECTRIC BUILDING
GRAND JUNCTION, COLO.
TELEPHONE 3665
E. B. ADAMS — WM. M. ELA
SCOTT W. HECKMAN
CHARLES J. TRAYLOR

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 27 1954

September 25, 1954

Mr. Frank Johnson
Deputy Administrator of the
Defense Minerals Exploration Administration
Department of the Interior
Washington 25, D. C.

Dear Mr. Johnson:

As a further step to the conversation I had with you September 21, by telephone, I am submitting the following facts which bear out the conversation we had. The Agnew-Smyth partnership has twice been refused processing of an application for a D.M.E.A. loan by the Denver Executive Office under the direction of Mr. W. H. King. The only apparent objection to the application is based upon this following paragraph from the agreement under which Agnew and Smyth are purchasing the applicable mining claims from the seller, Harvey Thomas:

> "That the parties of the second part shall immediately have the right, upon Harvey Thomas receiving said powers of attorney, to drill said fraction, by which we mean ground within the survey of said claims but outside the limits of the legal size of the claims as set forth by law; however, it is understood by and between the parties hereto that if any fractions are located in the above described claims that require relocation or the filing of amended locations, that the same will be done by the party of the first part, and if same is not done by the party of the first part, the parties of the second part shall do so as agents for said party of the first part, but first party shall pay for the reasonable cost of the same. That upon paying the additional sum of $5,500.00, the parties of the second part shall be granted the exclusive possession of all of the above described mining claims with the right to drill the same and otherwise explore for ore, but without the right to mine or remove ore from said claims. That upon the parties of the second part exercising said option and paying the additional sum of $10,000.00, they shall then have the right to mine and remove ore from said property and dispose of the same as provided by law."

As additional facts, you are informed, as was the Denver office, that the payment of $5,500.00 was duly made on or before August 22, and that said payment, in our opinion, keeps the agreement in full force and effect. Also, we can inform you that Harvey Thomas, the record owner of the claims, individually and as attorney-in-fact, has signed MF-203 form (owner's consent to lien), which forms were also submitted with the loan application as evidence of Mr. Thomas' consent to the lien and any royalty payments on any production. With these facts available to the Denver office, it was our opinion that there was no necessity for the right to mine the ore upon the part of the operators under all applicable D.M.E.A. rules and regulations. We carefully examined the D.M.E.A. order 1 Amended, reprinted from the Federal Register of March 23, 1954, and therein find no specific requirement that the operators need the absolute right to mine the ore. In fact, it is specifically negative by the provisions that thereis not at any time any obligation on the operator or the operator's successors in interest to engage in any mining or production operation. Of course, Agnew-Smyth did not have any intention of not going into production if any commercial ore is found, but we feel that this statement is sufficient grounds to refute the position of the Denver office.

The geologist's report and engineer's report which accompanied the D.M.E.A. application indicate that the claims owned by the operators to which the loan is to apply have an extremely favorable exploration outlook, and with the drawing near of bad winter weather, it is extremely important to the partnership that all due expediency be made in processing this D.M.E.A. application.

We would very kindly appreciate your getting an opinion as soon as possible from your attorneys, as you stated you would on the telephone, in order that this issue might be resolved. And in the event that it is resolved in our favor, we would again appreciate it if you would immediately so notify the Denver office of your opinion with instructions to us to resubmit the application for immediate processing.

Thank you kindly for your courtesy in this regard.

Very truly yours,

ADAMS, HECKMAN & TRAYLOR

Wm Ela

Wm. M. Ela
Attorneys for Agnew-Smyth Partnership

WME/joy

cc: Charles D. Agnew
Theodore Smyth

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
Washington 25, D.C.

224 New Customhouse
Denver 2, Colorado

September 17, 1954

Mr. William M. Ela
Adams, Heckman & Traylor
Attorneys at Law
P. O. Box 266
Grand Junction, Colorado

Dear Mr. Ela:

This will acknowledge receipt of your letter dated September 14, 1954, regarding the DMEA application of the partnership of Agnew and Smyth. Enclosed herewith for your further consideration are the four copies of the application for D.M.E.A. exploration assistance.

Our regulations require that the applicant must have the right to enter upon and mine ore from the property before a field examination can be made. Your letter indicates that the applicants do not as yet have that right.

When the applicants have established their right to enter upon and mine ore from the property, they may resubmit the application and we will be pleased to continue to process their application.

Yours very truly,

/s/ John F. Shaw

John F. Shaw
For W. H. King
Executive Officer
DMEA Field Team, Region IV

Enclosures

COPY

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

September 23, 1954

Memorandum:

To: Mr. Frank E. Johnson, Deputy Administrator

From: Acting Assistant Solicitor, Defense Minerals

Subject: Sufficiency of Operator's Property Rights--90-day option (Trans-American Television Enterprises, Inc., Docket No. DMEA-3459 - Uranium)

In your memorandum to me of September 22 you have inquired as to the sufficiency of a 90-day option to support the operator's property rights under an exploration contract.

In my estimation, a contract should not be entered into with an operator who has nothing but such an option. This is not to say that no contract can be negotiated with such an operator. It may be that the applicant will not wish to exercise the option unless he is sure that he can get an exploration project contract. It would be a simple matter to draft the contract and provide that it would become effective only when the operator has furnished the Government with proof that the option has been exercised. A time limit could be placed upon the period within which the option may be exercised.

An alternative method of handling this matter would be to place in the exploration contract a provision that the Government will make no contributions under the contract unless and until the operator has furnished the Government with satisfactory evidence that the option has been exercised.

You have asked this specific question: "Does the type of Option to Purchase referred to give us a sufficient interest in the land for the purpose of the exploration contract?" In my opinion, from a strictly legal standpoint, the answer is yes. As long as the time fixed for exercising the option has not expired, the applicant can acquire a sufficient possessory right in the land. However, from a policy standpoint, I do not think that we should accept such an option as sufficient for the purposes of the contract.

It follows that in my opinion (replying to your specific question) "Mr. King's basis of rejection of the application" is not proper. It is not reasonable to require an applicant to exercise the option without any assurance that the Government will give him an exploration project contract.

J. L. Hofflund

J. L. Hofflund
Acting Assistant Solicitor
Defense Minerals

Attachment

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

September 23, 1954

Memorandum:

To: Mr. Frank E. Johnson, Deputy Administrator

From: Acting Assistant Solicitor, Defense Minerals

Subject: Sufficiency of Operator's Property Rights--90-day option (Trans-American Television Enterprises, Inc., Docket No. DMEA-3459 - Uranium)

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In my estimation, a contract should not be entered into with an operator who has nothing but such an option. This is not to say that no contract can be negotiated with such an operator. It may be that the applicant will not wish to exercise the option unless he is sure that he can get an exploration project contract. It would be a simple matter to draft the contract and provide that it would become effective only when the operator has furnished the Government with proof that the option has been exercised. A time limit could be placed upon the period within which the option may be exercised.

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It follows that in my opinion (replying to your specific question) "Mr. King's basis of rejection of the application" is not proper. It is not reasonable to require an applicant to exercise the option without any assurance that the Government will give him an exploration project contract.

J. L. Hofflund

J. L. Hofflund
Acting Assistant Solicitor
Defense Minerals

Attachment

JLHofflund/emd

Copy to: DMEA Docket
Solicitor's Docket
J. L. Hofflund
chron.

FILE COPY
SURNAME:

F. Johnson

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

SEP 22 1954

3459.

Memorandum

To: Mr. John L. Hofflund
Assistant Solicitor - DMEA

From: Frank E. Johnson
Deputy Administrator - DMEA

Subject: Operator's Property Rights

One of our requirements for entering an exploration contract is that the operator have a sufficient interest in the land for the purpose of the exploration contract.

A question concerning this matter has arisen with respect to certain types of Options to Purchase which have been submitted with applications for uranium exploration projects in Region IV. Mr. King, Executive Officer of DMEA, Region IV, has advised that his office has a number of cases where the applicant has only a 90 day Option to Purchase and has no right to mine ore until final payment is made. He said a typical example is the application of the Trans-American Television Enterprises, Inc., DMEA-3459 (Docket attached). In this particular case there is no Owner's Consent to Lien but Mr. King states in other cases they have obtained the Owner's Consent to Lien. In all cases, however, the Field Team has taken the position as indicated in its letter of September 13, 1954 to the Trans-American Television Enterprises, Inc., which reads in paragraph 1, "Proof that you have the right to mine and remove ore from the property. Unless you establish that right, you cannot qualify for DMEA assistance".

In view of the fact that these Options for Purchase cover a period of only 90 days, it would seem that sufficient time is not given in which to complete the exploration project and, consequently, it would not be in the Government's interest to accept this type of agreement as giving the operator a sufficient interest in the land for the purpose of the exploration contract. Heretofore, we have insisted, in most cases, that the operator have a lease, or a lease and option, covering a period of 5 to 10 years, with option for renewal.

Will you please review this case and advise;

1 - If Mr. King's basis of rejection of the application is proper?

2 - Does the type of Option to Purchase referred to give us a sufficient interest in the land for the purpose of the exploration contract?

FEJohnson/bih 9/22/54
cc to: Mails & Files
Admr. Reading File
Messrs. Ellis
FEJohnson

Deputy Administrator

Minerals Administration
RECEIVED
SEP 27 1954

224 New Customhouse
Denver 2, Colorado

September 21, 1954

Mr. Harry E. Franks, Treasurer
Trans-American Television Enterprises, Inc.
225 Washington Street
Boston 8, Mass.

Re: Docket DMEA 3459

Dear Mr. Franks:

This will acknowledge receipt of your letter dated September 17, 1954, in which you enclosed a claim map of the Lucky 13 and Rockpoint groups of claims, but the location of your proposed work was not indicated thereon.

Please refer to our letters to you dated September 2 and September 13, 1954, in which we requested you to complete your application by forwarding this office the following information:

1. Proof that you have the right to mine and remove ore from the property.

2. A map of the property showing the location of all of your proposed work and a description of your proposed work.

3. A detailed estimate of costs of your proposed work.

Yours very truly,

W H King

W. H. King
Executive Officer,
DMEA Field Team, Region IV

HMC/mb

cc: Docket
Administrator, DMEA
WMTraver
ALBrokaw
AHKoschmann
Chron

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

SEP 20 1954

224 New Customhouse
Denver 2, Colorado

September 13, 1954

Mr. Harry E. Franks, Treasurer
Trans-American Television Enterprises, Inc.
225 Washington Street
Boston 8, Mass.

Re: Docket DMEA 3459

Dear Mr. Franks:

This will acknowledge receipt of your letter dated September 7, 1954, transmitting the recording data on the Rockpoint and Lucky 13 groups of claims.

To complete your application, the following is required:

1. Proof that you have the right to mine and remove ore from the property. Unless you establish that right, you cannot qualify for DMEA assistance.

2. A map of the property showing the location of all of your proposed work and a description of your proposed work.

3. A detailed estimate of the costs of your proposed work using the attached Form MF-103, Item 6, as an outline. Your letter states:

> "The estimated cost in detail cannot be determined right now because of our not knowing just what we will be running up against,--the guessing at this stage would be outrageously thin guesswork. The geologists report itself suggests that after the bulldozing gets under way which it is TODAY,-- the removal of the overburden will then show where to start and what drilling might be suggested from what is uncovered there."

This indicates that you will be in a position later to forward this office a description of your proposed exploration work and your detailed estimate of costs.

If we do not receive the requested information within 30 days, we will presume that you are no longer interested in Defense Minerals Exploration Administration assistance, and we will close the docket.

Yours very truly,

John F. Shaw
For W. H. King
Executive Officer
DMEA Field Team, Region IV

E. N. Hauskman
for A. H. Koschmann
DMEA Field Team, Region IV

Enclosure

HMC:mb
cc: Docket
Administrator w/copy of letter & record data
WMTraver " " " " "
ALBrokaw " " " " "
Chron.

10X29: LAFAYETTE 9-0952
9-0953

Trans-American Television Enterprises, Inc.

225 WASHINGTON STREET
BOSTON 8, MASS.

EXECUTIVE OFFICES

Sept. 7, 1954

W. H. King,
224 New Custom House,
Denver, 2, Colorado.

Dear Sir,-

In answer to your letter just received, please find enclosed the list of the book and page number of each recorded location.

On your item 1, with reference to our rights to mine ore,-- our agreement of purchase does indicate that we do have the right to explore and drill the property ,-- as a result of which we can determine whether the property will be economically feasible to mine. If it iseconomically feasible to mine,-- we will then exercise our option to purchase and go ahead and mine. I have been under the understanding that this arrangement does qualify for financial assistance from your department.

A surveyed map of the location is due to be sent in here any day now,-- a copy of which will be forwarded directly to your office.

Estimated cost in detail cannot be determined right now because of our not knowing just what we will be running up against,-- the guessing at this stage would be outrageously thin guesswork. The geologists report itself suggests that after the bulldozing gets under way which it is TODAY,-- the removal of the overburden will then show where to start and what drilling might be suggested from what is uncovered there.

I shall appreciate whatever cooperation you can give me at this time especially in the matter of the very difficult financial strain under which I am under right now, immediately.

yours very truly,

Trans-American Television Enterprises, Inc.,

Harry E. Franks. Treas.

Harry E. Franks

Luna-American Television Enterprises, Inc.,
225 Washington St.,
Boston, 6, Mass..

RECORDING DATA ON ROCKPOINT AND LUCKY 13 CLAIMS

Recorded in the office of the San Juan County Recorder

Monticello, Utah, as follows:

DM,EA 3439

NAME OF CLAIM		ENTRY NO.	BOOK NO.	PAGE
Rockpoint	No. 1	H3900	109	494
"	No. 2	H3910	109	495
"	No. 3	H3911	109	496
"	No. 4	H12427	127	445
"	No. 5	H12428	127	446
Lucky 13	No. 1	H3899	109	484
"	No. 2	H3900	109	485
"	No. 3	H3901	109	486
"	No. 4	H3902	109	487
"	No. 5	H3903	109	488
"	No. 6	H3904	109	489
"	No. 7	H3905	109	490
"	No. 8	H3906	109	491
"	No. 9	H3907	109	492
"	No. 10	H3908	109	493
"	No. 11	H12429	127	447
"	No. 12	H12430	127	448
"	No. 13	H12431	127	449
"	No. 14	H12432	127	450
"	No. 15	H12433	127	451
"	No. 16	H12434	127	452
"	No. 17	H12435	127	453
"	No. 18	H12436	127	454
"	No. 19	H12437	127	455
"	No. 20	H12438	127	456
"	No. 21	H12439	127	457
"	No. 22	H12440	127	458
"	No. 23	H12441	127	459
"	No. 24	H12442	127	460
"	No. 25	H12443	127	461
"	No. 26	H12444	127	462
"	No. 27	H12445	127	463

Mr. George Selfridge
Sept. 3, 1954
Immediate service

Defense Materials Administration
RECEIVED
SEP 3 1954

Rec'd Rare + Misc Mat. Div.
Sept. 8 - 1954
Rmt Mr. Ellis

DN 235 BUR MINES 9-2-54 3-52 PM

CHAIRMAN, OPERATING COMMITTEE, DMEA

THE ZXXX APPLICANT, DMEA 3459, TRANS- AMERICAN TELEVISION ENTERPRISES, INC., SAN JUAN COUNTY, UTAH, HAS CONTACTED HIS CONGRESSMAN, MC CORMACK OF MASSACHUSETTS. WE SUSPECT THAT YOU MAY BE CONTACTED. TWO COMPLETE SETS OF CORRESPONDENCE ON THIS DOCKET BEING AIR- MAILED TO YOU TODAY.

W H KING

Ellis

SEP 3 8 59 AM '54
BUREAU OF MINES
MAIL ROOM
WASHINGTON D. C.

9/9/54 gla

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

224 New Customhouse
Denver 2, Colorado

September 2, 1954

Mr. Harry E. Franks, Treasurer
Trans American Television Enterprises, Inc.
225 Washington Street
Boston 8, Massachusetts

Re: Docket DMEA 3459
Trans American Television
Enterprises, Inc.
San Juan County, Utah

Dear Mr. Franks:

This will acknowledge receipt of your letter dated September 1, 1954, which did not contain the necessary information requested in our letter of August 30.

We have copies of your Agreement of Purchase dated August 2, 1954, which gives you the right to drill or otherwise test the property for a period of 90 days, but it also specifies that you have no right to remove any of the minerals or ores from the property.

We will continue to process your application when we receive the following information:

1. Proof that you have a right to mine ore on the property.

2. Book and page number of each recorded location notice.

3. A map of the property showing the location of all your proposed work. The location and estimated depth of each drill hole should be shown on the map and also the location and extent of your proposed bulldozer work.

4. Please give your estimated cost in detail, using the attached Form MF-103, Item 6, as an outline.

Yours very truly,

W. H. King

W. H. King

Enclosure

cc: Chairman, Operating Comm. (2)
Administrator

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

224 New Customhouse
Denver 2, Colorado

September 2, 1954

Memorandum -- Air Mail

To: Chairman of the Operating Committee

From: Executive Officer, DMEA Field Team, Region IV

Subject: Docket DMEA 3459, Trans American Television Enterprises, Inc., San Juan County, Utah

This has further reference to our teletype of September 2, 1954, on the subject docket. Enclosed are the following:

1. Copy of memorandum from R. E. Adams to Executive Officer, Region IV, dated August 25, 1954.

2. Copy of letter from applicant to Executive Officer, Region IV, dated August 26, 1954.

3. Copy of Executive Officer's reply to applicant dated August 30, 1954.

4. Copy of applicant's letter to "Executive Director" Region IV, dated September 1, 1954.

5. Copy of Executive Officer's letter to the applicant dated September 2, 1954.

W H King
W. H. King

Enclosures

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

224 New Customhouse
Denver 2, Colorado

September 2, 1954

Mr. Harry E. Franks, Treasurer
Trans American Television Enterprises, Inc.
225 Washington Street
Boston 8, Massachusetts

Re: Docket DMEA 3459
Trans American Television
Enterprises, Inc.
San Juan County, Utah

Dear Mr. Franks:

This will acknowledge receipt of your letter dated September 1, 1954, which did not contain the necessary information requested in our letter of August 30.

We have copies of your Agreement of Purchase dated August 2, 1954, which gives you the right to drill or otherwise test the property for a period of 90 days, but it also specifies that you have no right to remove any of the minerals or ores from the property.

We will continue to process your application when we receive the following information:

1. Proof that you have a right to mine ore on the property.

2. Book and page number of each recorded location notice.

3. A map of the property showing the location of all your proposed work. The location and estimated depth of each drill hole should be shown on the map and also the location and extent of your proposed bulldozer work.

4. Please give your estimated cost in detail, using the attached Form MF-103, Item 6, as an outline.

Yours very truly,

W. H. King

W. H. King

Enclosure

cc: Chairman, Operating Comm. (2)
Administrator

TELEPHONES: LAFAYETTE 3-8352
3-8353

Mining Division
Date Rec'd
SEP 2 - 1954
BUREAU OF MINES
Denver Colorado

Trans-American Television Enterprises, Inc.

225 WASHINGTON STREET
BOSTON 8, MASS.

EXECUTIVE OFFICES

September Lst. 1954

W. H. King, Execeutive Director,
DMEA Field Team,
Region IV
224 New Custom House
Denver 2, Colorado.

Dear Mr. King,

From what I unedrstand from my friend, our Congressman here, McCormack, the governement is quite anxious to be of assistance in helping us locate and develop potential Uranium deposits.

From the contents of your letter received this morning, this does not seem consistent with this understanding .

If you do not have copies of all of the papers of which I sent Washington four (4) copies,-- I am enclosing further copies for your convenience.

In answering your letter item by item,--

1. Our option on the property consists of our right first to explore the property, by bull dozing, drill and any other way necessary to properly determine what is in this property. This is what we are asking your financial assistance on. If this exploration work shows good and proper results, we then exercise our option, purchase the claims, and then commence mining. You will notice that this option has na expiration date and that is why I have asked for your prompt action on this application,-- so that the work can be done promptly so as not to jeopardize our investment up until this time.

2. The book and page numbers are being determined and will be forwarded to you in a few days.

3. The map of the property is being drawn. The location of the proposed

work and depth of drill holes,-- their location and everything else can only be determined when we get into the work and see what each step of the work indicates what the next step should be. This is also true of the bull dozer work .

4. This is also tryue of the estimated costs which you ask for. We have no way of knowing how many drill holes we'll drill or where,-- depending again on what we find in the various drill holes as we drill them. There will be a a good qualified geologist present while this work is being done, who will direct the work at the time.-- same as the bull dozing work,-- we are having a first class geologist this work too, directing it, and depending on what is uncovered while the bull dozer is working.

The estimate of the geolgists work of $ 1500. is what I estimate his work will cost exclusive of what he has already been paid and should be included in the estimate of costs. On the item of $ 5,000 of expenses to be incurred,-- should, also , of course, be included in this estimate.

The item of $ 12,000 for drilling costs could be a whole lot less than what we might actually run in to on these thirty two claims, and should probably be estimated at $ 32,000.-- a figure of $ 1,000 a claim is not too much.

It might be well also to include an estimate of $ 15,000 for operating equipment, which I notice is also allowable., and five thousand dollars for temporary shelter, since this is going to be right in the desert where there is nothing at all.

I would appreciate hearing from you promptly, preferably by telephone collect any time,-- here at Boston, Mass., Lafayette 3-8352,-- person to person collect,

Thank you,

Harry E. Franks.

Harry E. Franks

Copy of Agreement of Purchase.

This agreement made and entered into this 2nd day of August, 1954, by and between Peter Tedesco, Gene Tedesco, Fino Tedesco, Keith Judd and H.P. Duncan, all of Salt Lake City, State of Utah, hereinafter referred to as First Party and Trans-American Television Enterprises, Inc., a Delaware corporation, with principal place of business at Boston, Massachusetts, hereinafter referred to as second Party.

Witnesseth;

Whereas, First Party is the Owner and in possession of thirty two unpatented uranium claims situated in White CanyonMining District, San Juan County, Utah, as recorded in the office of the San Juan County Recorder, Monticello, Utah, more particularly described as follows;

Rock Point Claims Nos. 1 to 5, inclusive,

and

Lucky 13 Claims Nos. 1 to 27, inclusive

And Whereas, second party is desirous of prospecting said mining claims and is desirous of obtaining an option to purchase same , and

Whereas, first party is willing to grant said prospecting rights and option to second party subject to the conditions hereafter stated.

Now, therefore, inconsideration of the covenants hereinafter mentioned contained, it is hereby agreed by and between the parties as follows;

1. First party hereby grants to second party, its successors and assigns, for a period of 90 days from date hereof, the right to drill or otherwise test the above described mining claims for the purpose of investigating the mineral content of said claims and grants to second partythe right to go upon said premises with suitable equipment necessary for the purpose of digging or prospecting for minerals.
2. Second party, for and in consideration of the rights granted under this contract, agrees to commence exploration operations on said claims within forty five days (45) and agrees to drill test holes on said claims at such places as second party or its assigns shall desire, or to explore said claims by tunneling, excavating, or other approved methods of prospecting, and second party agrees to make a minimum expenditure of $ 5,000. in exploration on said claims and agrees to furnish First party Receipts and proof of said expenditures, is given notice by First party so to do.
3. It is agreed that Second party shall have no right to remove any of the minerals or ores from said claims during the life of this agreement except to obtain assays thereof, and, provided however, that in the event the Second Party exercises any of the optionshereinafter granted second party shall thereafter have the right to mine and remove minerals and ores from said claims, subject to the payment of royalties if so provided for under the option exercised.

It is agreed that time is of the essence of this agreement and it is understood and agreed that the right of the second party to prospect said claims will cease and terminate at the end of 90 days from the date hereof and in the event second party does not exercise any of the options to purchase said lands hereinafter granted within said period, this contract shall be null and void, and each party shall thereupon be discharged from any and all liabilities and claims arising hereunder.

5. For and in consideration of the prospecting and option rights granted to second party herein, second party hereby agrees to pay to first party the sum of $ 5,000. as liquidated damages, if second party fails or neglects, refuses, to conduct the exploration program as outlined in paragraph 2 herein before set forth.

6. It is agreed that second party, or its assigns, shall have the [illegible] options during the term of this agreement to purchase the above desc[illegible] claims for the purchase price and on the conditions hereinafter [illegible] forth which said options shall be alternative;

a) Second party shall have the right during the term of this agreeme[illegible] agreement to purchase said claims for a total sum of $ 90,000. cash payable as hereinafter set forth, with no over-riding royalt[illegible] to be reserved to first parties.

b) As an alternative option, second party shall, during the t[illegible] of this agreement, have the option to purchase said claim[illegible] a total purchase price of $ 64,000. cash , reserving however, to first parties an over-riding royalty of 10% of total purchase price received from all Uranium , Vanadium, and other minerals mined or removed from said properties.

c) As an alternative option, second party shall, during the term of this agreement, have the option to purchase said claims for a total purchase price of $ 32,000. reserving however to first party an over-riding royalty of 15% of total purchase price received from all Uranium, vanadium and other minerals mined or removed from said properties.

d) The over-riding royalty reserved to First Party referred to in the options under paragraph 6(b) and 6(c) hereof, shall mean the amount received by Second party from gross returns from the sale of ores mined or produced less haulage allowance, if sold other than F.O.B mine, and no exploratory or devhlopment allowanceswill be deemed to be aprt of the purchase price, provided, however, that all premium or bonus payments based on the quality or quantity of ores mined or produced, to be apid to 2nd party, or its assigns, will be deemed to be part of the pruchase price.

7. Either of said options may be exercised by second party, or its assign by giving written notice of its intention so to do to first party and within 30 days thereafter first partyagrees to deliver proof of marketable title, together withproper quit claim deedsto said claims to sedond party and upon delivery thereof the said second partyis to deliver to first parties a Cashier's check or certified check for the sum specified in the option exercised. In the event marketable title to any of the said claims cannot be furnished, it is agreed that the pruchase price of said claims will be reduced proportionately.

8. In the event either of the options are exercised by second party, party agrees to deliver to it, at the time of delivery of said deeds men in paragraph 6 hereof, all maps, surveys, assays, geological data and reports, pertaining to said claims. In the event either of said options is not exercised by second party, second party agrees to deliver all data and information obtained in the exploration and prospecting of said claims to first party

9. Any written notices to be given hereundershall be forwrded registered mail to first parties to M. P. Duncan, 1030 South 6th West, Salt Lake City Utah., and to second party to Trans-American Television Enterprises Inc. 225 Washington St., Boston, 8, Mass.

10. It is agreed that this contract shall inure to the benefit of th the heirs, administrators or assigns of the parties hereto.

In Witness whereof, the parties hereto have hereunto placed their hands and seals the day and year first above written.

Peter Tedesco, Gene Tedesco, Fino Tedesco,
Keith Judd, Kenneth Judd

by signature of M.P.Duncan
their attorney in fact

Trans-American Enterprises, Inc.,
By signature of Harry E.Franks Treas.

224 New Customhouse
Denver 2, Colorado

August 30, 1954.

AIR MAIL

Mr. Harry E. Franks, Treasurer
Trans-American Television Enterprises
225 Washington Street
Boston 8, Massachusetts

Re: Docket No. DMEA-3459 (Uranium), Trans- American Television Enterprises, Inc., San Juan County, Utah.

Dear Mr. Franks:

This will acknowledge receipt of your letter dated August 26, 1954 requesting that we expedite the processing of your application. The subject application was forwarded to us from the Defense Minerals Exploration Administration Washington office and arrived after we received your Special Delivery Air Mail letter. Before a field examination is in order the following is required:

1. Proof that you have a right to mine ore on the property. The copy of Agreement to Purchase included as a part of your application states in Paragraph 3 that you have "no right to remove any of the minerals or ores from said claims during the life of this agreement." Please refer to Section 8 of the attached DMEA Order-1 Amended.

2. Book and page number of each recorded location notice.

3. A map of the property showing the location [illegible] proposed work. The location and estimated dept[illegible] drill hole should be shown on the map and also the [illegible]tion and extent of your proposed bulldozer work.

4. Please give your estimated costs in detail using the attached MF-103, Item 6, as an outline. Please note that any money you have spent or will spend on the property before the date of a contract is not reimbursable by the Government. This will eliminate $10,000.00 you included as "expenses" and may eliminate the $1500.00 you included for "geologists' additional time and study".

When you forward this office the information as listed above we will be happy to continue to process your application.

Enclosures
HMC:cvm

Very truly yours,

W. H. King

W. H. King
Executive Officer
DMEA Field Team, Region IV

cc: Docket
Administrator, DMEA
AHKoschmann
WMTraver Chron. Connors

PHONES: LAFAYETTE 9-0352
9-0353

Trans American Television Enterprises, Inc.

225 WASHINGTON STREET
BOSTON 8, MASS

EXECUTIVE OFFICES

Minerals Div.
Date ... 8
... 1954
Bureau
Denver ...

August 26th, 1954

Mr. W. H. King,
Executive Officer,
DMEA Field Team, Reg. IV
224 New Custom House Bldg.,
Denver, 2 Colorado.

Subject; DMEA -3459
re Exploration assistance.

Dear Mr. King,

I have a letter from Robert E. Adams, Chief Operations Control in Washington, to the affect that my application for exploration assistance and its file is now in your hands.

As the papers in this file indicate, I am very much in a hurry for financial assiatnce in this work. on these claims.

I have gone to a terrific expense so far and right now, I have a bull dozer and a geologist right there on the job working, and the expense is going on.

Needless to say, whatever assistance you can give me in expediting this application for financial assiatnce will be so very much appreciated.

I will gladly accept any collect telephone call you or your group there might make to me here in order to answer any questions with reference to it.

I shall look forward to hearing from you soon ?

Please. and thank you very much.

Trans-American Television Enterprises, Inc.,

Harry E. Franks. Treas.

Harry E. Franks

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

224 New Customhouse
Denver 2, Colorado

September 2, 1954

Memorandum -- Air Mail

To: Chairman of the Operating Committee

From: Executive Officer, DMEA Field Team, Region IV

Subject: Docket DMEA 3459, Trans American Television Enterprises, Inc., San Juan County, Utah

This has further reference to our teletype of September 2, 1954, on the subject docket. Enclosed are the following:

1. Copy of memorandum from R. E. Adams to Executive Officer, Region IV, dated August 25, 1954.

2. Copy of letter from applicant to Executive Officer, Region IV, dated August 26, 1954.

3. Copy of Executive Officer's reply to applicant dated August 30, 1954.

4. Copy of applicant's letter to "Executive Director" Region IV, dated September 1, 1954.

5. Copy of Executive Officer's letter to the applicant dated September 2, 1954.

W. H. King

W. H. King

Enclosures

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

224 New Customhouse
Denver 2, Colorado

September 2, 1954

Mr. Harry E. Franks, Treasurer
Trans American Television Enterprises, Inc.
225 Washington Street
Boston 8, Massachusetts

Re: Docket DMEA 3459
Trans American Television
Enterprises, Inc.
San Juan County, Utah

Dear Mr. Franks:

This will acknowledge receipt of your letter dated September 1, 1954, which did not contain the necessary information requested in our letter of August 30.

We have copies of your Agreement of Purchase dated August 2, 1954, which gives you the right to drill or otherwise test the property for a period of 90 days, but it also specifies that you have no right to remove any of the minerals or ores from the property.

We will continue to process your application when we receive the following information:

1. Proof that you have a right to mine ore on the property.

2. Book and page number of each recorded location notice.

3. A map of the property showing the location of all your proposed work. The location and estimated depth of each drill hole should be shown on the map and also the location and extent of your proposed bulldozer work.

4. Please give your estimated cost in detail, using the attached Form MF-103, Item 6, as an outline.

Yours very truly,

W. H. King

W. H. King

Enclosure

cc: Chairman, Operating Comm. (2)
Administrator

PHONE: LAFAYETTE 9-0002
9-0009

Mining Division
Date Rec'd
SEP 2 - 1954
BUREAU OF MINES
Denver Colorado

Trans-American Television Enterprises, Inc.
225 WASHINGTON STREET
BOSTON 9, MASS.

September 1st. 1954

EXECUTIVE OFFICES

W. E. King, Executive Director,
DMEA Field Team,
Region IV
224 New Custom House
Denver 2, Colorado.

Dear Mr. King,

From what I unedrstand from my friend, our Congressman here, McCormack, the governement is quite anxious to be of assistance in helping us locate and develop potential Uranium deposits.

From the contents of your letter received this morning, this does not seem consistent with this understanding .

If you do not have copies of all of the papers of which I sent Washington four (4) copies,-- I am enclosing further copies for your convenience.

In answering your letter item by item,--

1. Our option on the property consists of our right first to explore the property, by bull dozing, drill and any other way necessary to properly determine what is in this property. This is what we are asking your financial assistance on. If this exploration work shows good and proper results, we then exercise our option, purchase the claims, and then commence mining. You will notice that this option has na expiration date and that is why I have asked for your prompt action on this application,-- so that the work can be done promptly so as not to jeopardize our investment up until this time.
2. The book and page numbers are being determined and will be forwarded to you in a few days.
3. The map of the property is being drawn. The location of the proposed

work and depth of drill holes,-- their location and everything else can only be determined when we get into the work and see what each step of the work indicates what the next step should be. This is also true of the bull dozer work .

6. This is also tryue of the estimated costs which you ask for. We have no way of knowing how many drill holes we'll drill or where,-- depending again on what we find in the various drill holes as we drill them. There will be a a good qualified geologist present while this work is being done, who will direct the work at the time.-- same as the bull dozing work,-- we are having a first class geologist present for this work too, directing it, and depending on what is uncovered while the bull dozer is working.

The estimate of the geolgists work of $ 1500. is what I estimate his work will cost exclusive of what he has already been paid and should be included in the estimate of costs. On the item of $ 5,000 of expenses to be incurred,-- should, also , of course, be included in this estimate.

The item of $ 12,000 for drilling costs could be a whole lot less than what we might actually run in to on these thirty two claims, and should probably be estimated at $ 32,000.-- a figure of $ 1,000 a claim is not too much.

It might be well also to include an estimate of $ 15,000 for operating equipment, which I notice is also allowable., and five thousand dollars for temporary shelter, since this is going to be right in the desert where there is nothing at all.

I would appreciate hearing from you promptly, preferably by telephone collect any time,-- here at Boston, Mass., Lafayette 3-8352,-- person to person collect,

Thank you,

Harry E. Franks.

Harry E. Franks

[illegible] and enter[illegible] in[illegible]
[illegible] sco, Gene[illegible]
[illegible] Lake City,
[illegible] Party and [illegible] American [illegible]
[illegible] principal place [illegible] Boston, [illegible]
[illegible]inafter referred to as second party.

Witnesseth;

Whereas, First Party is the Owner and in possession of thirty two [illegible]patented uranium claims situated in White Canyon Mining District, San Juan [illegible]nty. Utah, as recorded in the Office of the San Juan County Recorder, [illegible] Utah, more particularly described as follows;

[illegible] Claims Nos. 1 to 5, inclusive,

and

[illegible] 15 Claims Nos. 1 to 27, inclusive

And Whereas, second party is desirous of prospecting said mining [illegible]laims and is desirous of obtaining an option purchase same, and

Whereas, first party is willing to grant said prospecting rights and option to second party subject to the conditions hereafter stated.

Now, therefore, inconsideration of the covenants hereinafter [illegible] contained, it is hereby agreed by and between the parties as follows;

1. First party hereby grants to second party, its successors and assigns, for a period of 90 days from date hereof, the right to drill or otherwise test the above described mining claims for the purpose of investigating the mineral content of said claims and grants to second partythe right to go upon said premises [illegible]th suitable equipment necessary for the purpose of digging [illegible]r prospecting for minerals.

2. Second party, for and in consideration of the rights granted under this contract, agrees to commence exploration operations on said claims within forty five days (45) and agrees to drill test holes on said claims at such places as second party or its assigns shall desire, or to explore said claims by tunneling, excavating, or other approved methods of prospecting, and second party agrees to make a minimum expenditure of $ 5,000. in exploration on said claims and agrees to furnish First party Receipts and proof of said expenditures, is given notice by First party so to do.

3. It is agreed that Second party shall have no right to remove any of the minerals or ores from said claims during the life of this agreement except to obtain assays thereof, and, provided however, that in the event the Second Party exercises any of the optionshereinafter granted second party shall thereafter have the right to mine and remove minerals and ores from said claims, subject to the payment of royalties if so provided for under the [illegible]rcised.

[illegible] agreed that time is of the essence of this agreement [illegible] agreed that the right of the second party to prospect [illegible] cease and terminate at the end of 90 days from the date [illegible] in the event second party does not exercise any of the options to pu[illegible]se said lands hereinafter granted within said period, this contract shall [illegible]ll and void, and each party shall thereupon be discharged from any and all [illegible]bilities and claims arising hereunder.

5. For and in consideration of the prospecting and option rights granted to second party herein, second party hereby agrees to pay to first part the sum of $ 5,000. as liquidated damages, if second party fails or neglects, refuses, to conduct the exploration program as outlined in paragraph 2 herein before set forth.

[illegible] shall have the right, during the [illegible] purchase said claims for a total [illegible] as hereinafter set forth, [illegible] to be credited to first parties.

b) As an alternative option, second party shall, during the term of this agreement, have the option to purchase said claims for a total purchase price of $ 64,000. each, reserving however, to first parties an over-riding royalty of 10% of total purchase price received from all Uranium, Vanadium, and other minerals mined or removed from said properties.

c) As an alternative option, second party shall, during the term of this agreement, have the option to purchase said claims for a total purchase price of $ 32,000. reserving however to first party an over-riding royalty of 15% of total purchase price received from all Uranium, vanadium and other minerals mined or removed from said properties.

d) The over-riding royalty reserved to First Party referred to in the options under paragraph 6(b) and 6(c) hereof, shall mean the amount received by Second party from gross returns from the sale of ores mined or produced less haulage allowance, if sold other than F.O.B mine, and no exploratory or development allowanceswill be deemed to be apart of the purchase price, provided, however, that all premium or bonus payments based on the quality or quantity of ores mined or produced, to be apid to 2nd party, or its assigns, will be deemed to be part of the pruchase price.

7. Either of said options may be exercised by second party, or its assign by giving written notice of its intention so to do to first party and within 30 days thereafter first partyagrees to deliver proof of marketable title, together withproper quit claim deedsto said claims to second party and upon delivery thereof the said second partyis to deliver to first parties a Cashier's check or certified check for the sum specified in the option exercised. In the event marketable title to any of the said claims cannot be furnished, it is agreed that the pruchase price of said claims will be reduced proportionately.

8. In the event either of the options are exercised by second party, first party agrees to deliver to it, at the time of delivery of said deeds mentioned in paragraph 6 hereof, all maps, surveys, assays, geological data and reports, pertaining to said claims. In the event either of said options is not exercised by seond party, second party agrees to deliver all data and information obtained in the exploration and prospecting of said claims to first party

9. Any written notices to be given hereundershall be forwrded registered mail to first parties to M. P. Duncan, 1030 South 6th West, Salt Lake City Utah., and to second party to Trans-American Television Enterprises, Inc. 225 Washington St., Boston, 8, Mass.

10. It is agreed that this contract shall inure to the benefit of the heirs, administrators or assigns of the parties hereto.

In Witness whereof, the parties hereto have hereunto placed their hands and seals the day and year first above written.

Peter Tedesco, Gene Tedesco, Fino Tedesco,
Keith Judd, Kenneth Judd

by signature of M.P.Duncan
their attorney in fact

Trans-American Enterprises, Inc.,
By signature of Harry E.Franks Treas.

(Mr.) Ray Christiansen
Denver 8, Colorado

August 30, 1954.

AIR MAIL

Mr. Harry B. Franks, Treasurer
Trans-American Television Enterprises
225 Washington Street
Boston 8, Massachusetts

Re: Docket No. DMEA-3459 (Uranium), Trans- American Television Enterprises, Inc., San Juan County, Utah.

Dear Mr. Franks:

This will acknowledge receipt of your letter dated August 26, 1954 requesting that we expedite the processing of your application. The subject application was forwarded to us from the Defense Minerals Exploration Administration Washington office and arrived after we received your Special Delivery Air Mail letter. Before a field examination is in order the following is required:

1. Proof that you have a right to mine ore on the property. The copy of Agreement to Purchase included as a part of your application states in Paragraph 3 that you have "no right to remove any of the minerals or ores from said claims during the life of this agreement." Please refer to Section 8 of the attached DMEA Order-1 Amended.

2. Book and page number of each recorded location notice.

3. A map of the property showing the location of all your proposed work. The location and estimated depth of each drill hole should be shown on the map and also the location and extent of your proposed bulldozer work.

4. Please give your estimated costs in detail using the attached MF-103, Item 6, as an outline. Please note that any money you have spent or will spend on the property before the date of a contract is not reimbursable by the Government. This will eliminate $10,000.00 you included as "expenses" and may eliminate the $1500.00 you included for "geologists' additional time and study".

When you forward this office the information as listed above we will be happy to continue to process your application.

Enclosures
HMC:cym

cc: Docket
Administrator, DMEA
AHKoschmann
WMTraver Chron. Connors

Very truly yours,

W. H. King

W. H. King
Executive Officer
DMEA Field Team, Region IV

TELEPHONES: LAFAYETTE 3-8352
3-8353

Trans-American Television Enterprises, Inc.

225 WASHINGTON STREET
BOSTON 8, MASS.

EXECUTIVE OFFICES

Mining Division
Date Rec'd
AUG 26 1954
BUREAU OF MINES
Denver Colorado

August 26th, 1954

Mr. W. H. King,
Executive Officer,
DMEA Field Team, Reg. IV
224 New Custom House Bldg.,
Denver, 2 Colorado.

suject; DMEA -3459
re Exploration assistance.

Dear Mr. King,

I have a letter from Robert E. Adams, Chief Operations Control in Washington, to the affect that my application for exploration assiatnce and its file is now in your hands.

As the papers in this file indicate, I am very much in a hurry for financial assiatnce in this work. on these claims.

I have gone to a terrific expense so far and right now, I have a bull dozer and a geologist right there on the job working, and the expense is going on.

Needless to say, whatever assistance you can give me in expediting this application for fifnancial assiatnce will be so very much appreciated.

I will gladly accept any collect telephone call you or your group there might make to me here in order to answer any questions with reference to it.

I shall look forward to hearing from you soon ?

Please. and thank you very much.

Trans-American Television Enterprises, Inc.,

Harry E. Franks. Treas.

Harry E. Franks

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

224 New Customhouse
Denver 2, Colorado

August 30, 1954.

AIR MAIL

Mr. Harry E. Franks, Treasurer
Trans-American Television Enterprises
225 Washington Street
Boston 8, Massachusetts

Re: Docket No. DMEA-3459 (Uranium), Trans- American Television Enterprises, Inc., San Juan County, Utah.

Dear Mr. Franks:

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3. A map of the property showing the location of all your proposed work. The location and estimated depth of each drill hole should be shown on the map and also the location and extent of your proposed bulldozer work.

4. Please give your estimated costs in detail using the attached MF-103, Item 6, as an outline. Please note that any money you have spent or will spend on the property before the date of a contract is not reimbursable by the Government. This will eliminate $10,000.00 you included as "expenses" and may eliminate the $1500.00 you included for "geologists' additional time and study".

When you forward this office the information as listed above we will be happy to continue to process your application.

Enclosures

Very truly yours,

W. H. King
Executive Officer
DMEA Field Team, Region IV

HMC:cwm
cc: Docket
Administrator, DMEA
AHKoschmann Chron. Connors
WMTraver

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

August 25, 195[illegible]

Memorandum

To: Executive Officer, DMEA Field Team, Region IV

From: Chief, Operation's Control and Statistics Division

Subject: Transmittal of Application for Exploration Assistance
Docket No. DMEA-3459 (Uranium)
Trans-American Television Enterprises, Inc.
San Juan County, Utah

Enclosed are the original and two copies of an Application for Aid in an Exploration Project with supporting data. This application is for a total estimated cost of $30,190 and therefore falls within your delegation of authority.

One copy of the application has been retained by this office, DMEA Form 3a has been prepared here, and the applicant has been notified.

Robert E. Adams

Enclosures

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

August 25, 1954
Subject: DMEA-3459
Re: Exploration Assistance

Trans-American Television
Enterprises, Inc.
225 Washington Street
Boston 8, Mass.

Gentlemen:

The receipt of your application dated August 21, 1954 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3459 and referred to

Mr. W. H. King
Executive Officer
DMEA Field Team, Reg. IV
224 New Customhouse Bldg.
Denver 2, Colorado.

All future correspondence relating to your application should be addressed to Mr. King.

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

cc to Reg. IV

TELEPHONES: LAFAYETTE 3-8352
3-8353

Trans-American Television Enterprises, Inc.

225 WASHINGTON STREET
BOSTON 8, MASS.

EXECUTIVE OFFICES

August 21, 1954

W. N. Chamberlain, Acting
Chief, Operations Control
and Statistics Division,
The Defense Minerals Exploration Adm.,
Dept. of the Interior,
Washington, 25, D. C.

Please Rush this
Processing, Time is of
the Essence,-- see our
Option Purchase Agreement.
Thank you.

Dear Sir,-

Enclosed please find our Application for Aid in an exploration Project, pursuant to DMEA Order 1, Under the Defense Production Act of 1950, as Amended (in quadruplicate); Geologists Report ; our contract controlling the claims under consideration; and this letter explaining the various questions,-- all in ~~duplicate~~ quadruplicate.

1 (b) The business addresses of the officers are the same as the corporation, but the home addresses are as follows;- Harry E. Franks, 60 Beacon Street, Chestnut Hill, 67, Mass., and Morton Goldfine, 294 Allandale Rd., Brookline, Mass..

3(b) These claims were recorded with the Mine Names Rock Point Nos. 1 through 5 and Lucky 13 Claims Nos. 1 through 27.

(d) See accompanying copy of Option Purchase Agreement.

(f) I am obtaining the book and page numbers and will forward said information as soon as received.

4 (a) Since the discovery of these mines, the Geologist has spent several days there,-- and rendered a report,-- copy enclosed,-- the land has been entirely surveyed, and the maps and descriptive material is now being drawn up and should be ready in a few days. I have obtained estimates of cost for the work outlined and suggested by the Geologist . Enclosed also Assayists report copies.

5 (d) I, Harry E. Franks, am the principle. I am a graduate of the Mass. Institute of Technology (1927) B.S., Mechanical Electrical Engineering. I am the Treas. of Richard Clothes, Inc., Richard Clo. Mfg. Co., Trans-American Television Enterprises, Inc., Institutional Electronic Services, Inc.,. I have contacted Idaho State U., Pocatello, Idaho., Idaho College, Caldwell, Idaho., Idaho Univ. Moscow, Idaho., Brigham Young Univ., Provo, Utah., and Univ. of Utah, Salt Lake City, Utah., for a graduate of their Geology and or Mining depts., to come to work for us to be in charge of the operations above described.

6 On the Estimate of Costs.-- see next page.

Trans-American Television Enterprises, Inc.,
225 Washington Street, Boston, 8, Mass..

Estimate of Costs;-

Bull Dozing Work (estimate rendered)	$ 1,690.00
Geologists additional time & Study	1,500.00
Drilling on these claims (contract)	12,000.00
Expenses already incurred	5,000.00 No
Expenses to be incurred	5,000.00
Total	$ 25,190.00

(h) On the estimate of Contingencies, I believe an additional $ 5,000 would cover it.

We cannot stress too strongly the hope of your prompt cooperative effort in trying to process this application just as fast as possible,- since we have a situation that is considerably different than ordinary.

I am ready and willing to go anywehere at any time to help expedite the above and enclosed. I will accept collect telephone calls fm from anybody that can help axpedite matters, to answer questions or anything else.

May I please hear from you promptly.

Thank you kindly.

Trans-American Television Enterprises, Inc.

Harry E. Franks. Treas.

Harry E. Franks.

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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. 3459
Metal or Mineral Uranium
Date Received
Estimated Cost $30,190
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: TRANS-AMERICAN TELEVISION ENTERPRISES, Inc.
225 Washington Street,
Boston, 8, Mass.
A Corporation, formed in Delaware.
Harry E. Franks, Pres. & Treas
Morton Goldfine, Clerk

(*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. Officer's addresses, same as Corporation.

(*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 thirty-two (32) Unpatented Uranium Mining Claims situated in White Canyon Mining District, San Juan County, Utah as recorded in the office of San Juan County Recorder, Monticello, Utah,— described as Rock Point claims Nos. 1 to 5 & Lucky 13 Nos. 1 to 27

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

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise We control these claims under an option purchase agreement, copy enclosed.

(*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 No liens or encumbrances that we know of.

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice. I don't know right now, but this information is being obtained.

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. see letter enclosed.

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades. None.

(*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. Copy of Geologists report enclosed.

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

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

16—66551-1

This property is only about 3 miles from new AEC Buying Depot, about three miles from the Happy Jack Mine, now in operation, and about 12 miles from the Hite mine and town.

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore Uranium mainly,-- other materials like V, nadium ii [illegible]

(*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. All work proposed by Geologists. Survey & Maps now being done.

(*c*) The work will start within 21 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. See attached letter.

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: see letter

(*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 [X] 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 August 21, 1954

Trans-American Television Enterprises Inc.
(Applicant)

By Harry E. Franks, Treas.

Harry E. Franks, Treas.

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

Trans American Eelevision Enterprises, Inc.
225 Washington Street, Boston, 8, Mass..

COPY

J. J. Beeson
Mining Geologist
Dooly Building
Salt Lake City, Utah.

August 7, 1954

Geologic Report on the Lucky 13 Group of Mining Claims, in White Canyon, Near Hite, Utah.

1.CLAIMS. LOCATION AND AREA.

The Lucky 13 group is made up of 32 unpatented lode mining claims or Lucky 13 Nos. 1 to 27 and Rock Point No. 1 to 5 inclusive. These claims form a contiguous group totaling about 620 acres. The Group is located on the south side of White Canyonabout three miles west of the Happy Jack Uranium Mine and 15 miles East of Hite, San Juan County Utah.The eastern end of the area can be reach over mountain roads. Most of the group is located on a terrace between the top of the Moenkopi and the top of the Chinle. The main bench is about half way between the White Canyon Flats and the base of the Wingate formations, Cliffs. A new sampling plant is now being constructed by AEC at the mouth of Happy Jack Canyon. When this is completed, stockpiling is contemplated to be followed later by a processing mill for Uranium ores originating in the general region. The stock pile will be about 5 miles from the above claims. T is will eliminate the long ore haul to Monticello or other government stockpiles.

The chsking of surveys, locations and legal titles is beyond the scope of this report, however, it goes without saying that these should be consideredbefore substantial exploration ir undertaken. The basis of this report consists of field examinations on July 14 and 16, 1954 and two visits to the Happy Jack Mine. The present examination and report is made at the request of Feno Tedesco, 1265 Laird Ave., Salt Lake City, Utah.

2. General Geology.

The general geology of the vcinity is similar to that of large areas within the Uranium Rehion of the Coloardo Plateau. The formations have a gentle dip (about 3degrees) to the southweat and only occasional minor faults disturb the continuity of the beds. The geological column of interest in the visinity of the claims consist of 200 to 350 feet of Lower Triassic Moenkopi formationoverlain by 0 to 75 feet of Shinarump conglomerate. The Shinarump is in turn overlain by about 600 feet of Upper Triassic Chinle Shales, the latter weathering to about 30 degrees slopesand continuing from the Moenkopi bench to the vertical vertical cliffs of Wingate, Kayenta, and Navajo sandstones. Except for the gray Shinarump horizon and formations take on the various shades of brown and red of the Grand Canyon Regions.

3. DETAILS OF GEOLOGY AND ORE OCCURANCE.

Of greatest Importance in the present consideration is the Shinarump formation as it contains the major Uranium ore deposit of the Happy Jack Jack minealso numerous other small deposits in the nearby region. At greater distance is the extensive uranium deposit of the Pick mine also in the Shinarump formation. Usually with occasional thin beds of Conglomerate. Fossil Logs, twigs, and leaves are not uncommon. The beds are lenticular with greatest thickness where broad flat channels have been arroded in the top of the Moenkopi and subsequently filled. It appears that the Shinarump is fairly continuous from the Happy

Jack to within a few hundred feet of the Luck 13 group.. At this location which is about 300 to 500 feet east of the Lucky 13 group, the Shinarump has been substantially mineralized with copper carbonate ore and several hundred feet of tunnels have been driven in exploring this ground. About 100 feet west of the copper mine workings the Shinarump lenses out almost completelyinsofar as the sandstone member is concerned. From this point on to the west the Shinarump horizon is occupied by several fee t of Carbonaceous shale containing numerous imprints of fossil leaves, twigs, etc.. Apparently this same contact conrinues to the South at about 2,000 feet. The Carbonaceous shale bed has been prospected by bull dozing along the outsrop for a distance of about 100 feet. This trench shows a scintillometer count of 350 to 700 cps(counts per second). At one location the lower part of the Carbonaceous shale and a thin bed of underlying sandstone give a count of 3000 cps which indicates the presence of at least a thin bed of materials of ore grade probably around 0.25 to 0.35 per cent U_3O_8 This is referred to merely to indicate that a substantial unranium concentration has taken place in and near the base of the carbonaceous shale. A travers of the Shinarump Horizon to the West and South and with observations in Red Canyon several miles distant indicates that the Shinarump sandstone member has not deposited unless in channels between the Carbonaceious shale. This shale apparently takes the place of most of the sandstone over wide areas. Thus the merits of the Lucky 13 group depend largely on ore occurances in this formation or in sandstone channels not exposed at present . To date only shallow prospect cuts have been made in the Carbonaceous shale but several of them show counts up to 350 cps and show chemical assay of about .01% U3O8. It is probable that this count will increase materially with depth below the surface; therefore, it is proposed and recommended that bull dozer trenching be carried out along this formation for a long distance, or at least by several pits along the contact. This should be done, with a view of opening up an ore channel or proving more extensive and higher grade mineralization than now exposed in the outcrop . Of course, the bull dozing has its limitations and soon it will be necessary to drift on the best showings or diamond drill some distance back from the outcrop from locations on the mountain above this bedding. This same formation is exposed in Blue Notch Canyon over the mountain to the south of the Lucky 13 group and here shallow workings show a scintillometer count of around 700 cps. so that the extent of the bedding will be large and it is quite certain to extend under all the claims in the present group.

In general the presence of carbonaceous material is considered to be favorable indications as numerous fossil plants, twigs and branches are often present in ore bearing formations and it is presumed that the carbonaceous material has been responsible for a considerable amount of the precipitation or replacement of Uranium in the Primary deposits.

As to whether commercial uranium ore deposits will be found in this formation will depend not only on the susceptibility of the black carbonaceous shales and underlying lenses of sandstone to replacement, but also on the source of solutions that may bring in the uranium mineralizations In the Moenkopi regions a mile to the north of the Luxky 13 group vertical fissures traversing this formation show considerable bleaching that is likely to have taken place only by alteration from hot mineralizing solutions. This same bleaching has been noticed Elsewhere in the vicinity where it appears to be definitely connected with mineralization in some of the mines. Apparently it is not necessary that a fissure be found immediately below an ore zone to be assured of a Uranium depositbecause it is apparent that there has been a considerable migration of mineralization through Shinarump in which poracity has been increased increased by the presence of conglomerate, porous sandstone or fracturing. Thus it would appear to be possible that ore deposits may exist in carbonaceous shale under the mass of the mountain which are not shown on the surface out crop. These can be loaated by diamond drilling.

4. RECOMMENDATIONS AND CONCLUSIONS.

It is my recommendation that the outcrop of the carbonaceous shale be exposed by extensive and deep bull dozing along the mountain side from east to west and south insofar as reasonable expenditure will permit. When this work is completed, re-examination of the propertyshould be made and from the results, along with further studies of the geology, a systematic pattern (grid) for drilling holes should be staked out on the ground and diamond drilling undertaken as soon as funds are available for this work.

In conclusion, it is my opinion that this property is within an area in the White Canyon Region that has been extensively mineralized and numerou numerous uranium deposits discovered. To date the Happy Jack is the most extensiv extensive as it has several million dollars worth of Uranium on reserves, Blocked out. Similar depositsmay be found within the general area and some within the Lucky 13 property. Thus I consider this property as one justifying a considerable expenditure for exploration and devlopment.

Respectfully submitted

signature of J. J. Beeson.

JJB/ rp

Trans American Television Enterprises, Inc.,
225 Washington St., Boston, 8, Mass..

Copy of Agreement of Purchase.

This agreement made and entered into this 2md day of August, 1954, by and between Peter Tedesco, Gene Tedesco, Fino Tedesco, Keith Judd and M.P. Duncan, all of Salt Lake City, State of Utah, hereinafter referred to as First Party and Trans-American Television Enterprises, Inc., a Delaware coporation, with principal place of business at Boston, Massachusetts, hereinafter referred to as second Party.

Witnesseth;

Whereas, First Party is the Owner and in possession of thirty two unpatented uranium claims situated in White CanyonMining District, San Juan County, Utah, as recorded in the office of the San Juan County Recorder, Monticello, Utah, more , particularly described as follows;
Rock Point Claims Nos. 1 to 5, inclusive,
and
Lucky 13 Claims Nos. 1 to 27, inclusive

And Whereas, second party is desirous of prospecting said mining claims and is desirous of obtaining an option to purchase same , and

Whereas, first party is willing to grant said prospecting rights and option to second party subject to the conditions hereafter stated.

Now, therefore, inconsideration of the covenants hereinafter contained, it is hereby agreed by and between the parties as follows;

1. First party hereby grants to second party, its successors and assigns, for a period of 90 days from date hereof, the right to drill or otherwise test the above described mining claims for the purpose of investigating the mineral content of said claims and grants to second partythe right to go upon said premises with suitable equipment necessary for the purpose of digging or prospecting for minerals.
2. Second party, for and in consideration of the rights granted under this contract, agrees to commence exploration operations on said claims within forty five days (45) and agrees to drill test holes on said claims at such places as second party or its assigns shall desire, or to explore said claims by tunneling, excavating, or other approved methods of prospecting, and second party agrees to make a minimum expenditure of $ 5,000. in exploration on said claims and agrees to furnish First party Receipts and proof of said expenditures, is given notice by First party so to do.
3. It is agreed that Second party shall have no right to remove any of the minerals or ores from said claims during the life of this agreement except to obtain assays thereof, and, provided however, that in the event the Second Party exercises any of the optionshereinafter granted second party shall thereafter have the right to mine and remove minerals and ores from said claims, subject to the payment of royalties if so provided for under the option exercised.

It is agreed that time is of the essence of this agreement and it is understood and agreed that the right of the second party to prospect said claims will cease and terminate at the end of 90 days from the date hereof and in the event second party does not exercise any of the options to pu purchase said lands hereinafter granted within said period, this contract shall be null and void, and each party shall thereupon be discharged from any and all liabilities and claims arising hereunder.

5. For and in consideration of the prospecting and option rights granted to second party herein, second party hereby agrees to pay to first part the sum of $ 5,000. as liquidated damages, if second party fails or neglects, refuses, to conduct the exploration program as outlined in paragraph 2 herein before set forth.

6. It is agreed that second party, or its assigns, shall have the exclusive options during the term of this agreement to purchase the above described ~~claims~~ claims for the purchase price and on the conditions hereinafter set forth which said options shall be alternative;

a) Second party shall have the right during the term of this agreeme agreement to purchase said claims for a Total sum of $ 96,000. cash payable as hereinafter set forth, with no over-riding royalt to be reserved to first parties.

b) As an alternative option, second party shall, during the term of this agreement, have the option to purchase said claims for a total purchase price of $ 64,000. cash , reserving however, to first parties an over-riding royalty of 10% of total purchase price received from all Uranium , Vanadium, and other minerals mined or removed from said properties.

c) As an alternative option, second party shall, during the term of this agreement, have the option to purchase said claims for a total purchase price of $ 32,000. reserving however to first party an over-riding royalty of 15% of total purchase price received from all Uranium, vanadium and other minerals mined or removed from said properties.

d) The over-riding royalty reserved to First Party referred to in the options under paragraph 6(b) and 6(c) hereof, shall mean the amount received by Second party from gross returns from the sale of ores mined or produced less haulage allowance, if sold other than F.O.B mine, and no exploratory or development allowanceswill be deemed to be aprt of the purchase price, provided, however, that all premium or bonus payments based on the quality or quantity of ores mined or produced, to be apid to 2nd party, or its assigns, will be deemed to be part of the pruchase price.

7. Either of said options may be exercised by second party, or its assign by giving written notice of its intention so to do to first party and within 30 days thereafter first partyagrees to deliver proof of marketable title, together withproper quit claim deedsto said claims to sedond party and upon delivery thereof the said second partyis to deliver to first parties a Cashier's check or certified check for the sum specified in the option exercised. In the event marketable title to any of the said claims cannot be furnished, it is agreed that the pruchase price of said claims will be reduced proportionately.

8.In the event either of the options are exercised by second party, first party agrees to deliver to it, at the time of delivery of said deeds mentioned in paragraph 6 hereof, all maps,surveys, assays, geological data and reports, pertaining to said claims. In the event either of said options is not exercised by seond party, second party agrees to deliver all data and information obtained in the exploration and prospecting of said claims to first party

9. Any written notices to be given hereundershall be forwrded registered mail to first parties to M. P. Duncan, 1030 South 6th West, Salt Lake City Utah., and to second party to Trans-American Television Enterprises, Inc. 225 Washington St., Boston, 8, Mass.

10. It is agreed that this contract shall inure to the benefit of th the heirs, administrators or assigns of the parties hereto.

In Witness whereof, the parties hereto have hereunto placed their hands and seals the day and year first above written.

Peter Tedesco, Gene Tedesco, Fino Tedesco,
Keith Judd, Kenneth Judd

by signature of M.P.Duncan
their attorney in fact

Trans-American Enterprises, Inc.,
By signature of Harry E.Franks Treas.

Trans-American Television Enterprises, Inc.,
225 Washington Street, Boston, 8, Mass..

COPY

Telephone 9-9962

Certificate of Assay
DEASON & NICHOLS
assayers & Chemists
C. Ivan Nichols Wm. Deason
160 So. West Temple St.,
Salt Lake City, Utah

Mr. Feno Tedesco
Salt Lake City Utah.

July 3, 1954

Assay per ton of 2,000 pounds

Uranium
(U_3O_8)

Claim	1	0.08
"	2	0.14
"	3	0.42
"	4	0.12
"	6	0.06
"	9	trace
"	10	0.06
"	15	0.06
"	27	0.09
copper Stain		none
Large Shale Yellow		0.30

Signed with signature of

Wm. J. Deason.