Docket Copy
700

Murphy

PROJECT SUMMARY REPORT

By: F. M. Murphy Date: January 19, 1956

1. Docket No. DMEA-3620 (Uranium)
   Contract No. Idm-E 792
   Uranium Prospectors Company, Ltd.
   Emery County, Utah

   The land referred to in the contract consists of 13 unpatented claims referred to as the Pee Wee, Dede, and Simon J. Groups, situated in secs. 15 and 22, T. 21 S., R. 14 E., S.L.B.. & M. The Operator holds a 10 year, renewable, lease dated November 24, 1954 on the claims. Owners have signed Consent to Lien.

2. Contract: Dated April 28, 1955
   Total Cost $32,742.50
   Amendments: None

   Work Authorized: Started: May 17, 1955

   Stage I - 17 drill holes
   Stage II - 8 drill holes

   Estimated Costs:

Bulldozing access roads, drill sites, and water reservoirs 95 hrs. @ $13/hr.	$1,235.00	
9,950 feet non-core drilling @ $1.75/ft.	17,412.50	
1,490 feet core drilling @ $3.50/ft.	5,215.00	
Incidental allowance for each foot drilled 11,440 @ $0.75/ft.	8,580.00	
60 chemical analyses for U_3O_8 and $CaCo_3$ @ $5/each	300.00	
Total Estimated Cost of Project		$32,742.50

   Work Completed: July 19, 1955

   Stage I - 15 holes
   Stage II - 8 holes

   Actual Costs:

Bulldozer operation 23-5/6 hrs. @ $12.00/hr.	$286.00
1,582 feet core drilling @ $3.30/ft.	5,220.60
Non-core drilling:	
from 0 - 300' depths, 6,735 ft. @ $1.50/ft.	10,102.50
from 300' - 650' depths, 2,396 feet @ $1.75/ft.	4,193.00
Incidental allowance for each foot drilled 10,713 ft. @ $0.75/ft.	8,034.75

Chemical analyses, 18 @ $5/sample	$90.00	
Total Actual Cost of Project		$27,926.85

3. Audit Report of Review: September 7, 1955

Total cost as billed by Contractor	$27,943.05	
Exceptions: 4 feet core drilling	16.20	
Total Accepted Cost		$27,926.85
75% Government Participation		$20,945.14

4. Certificate of Discovery: Dated November 25, 1955

Ore estimates: Final DMEA Engineering and Geological Report: Received December 19, 1955.

Indicated ore: 1,091 tons averaging 0.26 percent U_3O_8.

Inferred ore: 2,835 tons averaging 0.33 percent U_3O_8.

Operators Estimates of Ore Reserves:

Indicated ore: 1,790 tons averaging 0.23 percent U_3O_8.

Inferred ore: 4,935 tons averaging 0.23 percent U_3O_8.

5. The project work was accomplished in a satisfactory manner.

Stage I

The holes were drilled non-core to the projected contact of the Brushy Basin - Salt Wash members of the Morrison formation and cored from that point to the bottom of the hole. Holes A-1 and A-15 were cored to the base of the Salt Wash member. The remainder of the holes were cored either to the base of the ore bearing sandstone or to a minimum of 70 feet below the upper Salt Wash contact, which ever was greater.

Stage II

All the holes in this stage were drilled non-core.

Despite the fact that large quantities of water were encountered at relatively shallow depths, it was possible to drill all of the Stage II holes with air. The large amount of water coming from the drill hole, of course, precluded the use of a dust collector, and samples were collected at the collar of the hole in buckets. A close check of the cuttings indicated that they were fairly reliable for lithological determinations, but were not at all satisfactory for assaying purposes. Consequently, all assays from Stage II drill holes were obtained by means of radiometric probe.

The BrushyBasin member attains an estimated thickness of 450 feet in the eastern portion of the claims. The Salt Wash

member penetrated by the two holes had an average thickness of 216 feet within the drilling area. The uppermost sandstone unit of the Salt Wash varied from 27 to 92 feet in thickness, with an average of about 50 feet. Local thickening of the sandstone apparently has little or no control over the localization of uranium deposition in the area drilled.

Of the 23 holes drilled, 10 holes disclosed uranium mineral of ore grade and thickness and 8 holes cut uranium mineralization. Most of the ore discovered under the contract can be reached by adits from the Operators 205-foot vertical shaft on the adjoining Jack Rabbit property.

The drilling indicated that areas on the claims encumbered under the contract are favorably situated for discovery of additional ore bodies. Ore occurrences disclosed by the contract work are not completedly delineated. Additional closer spaced drilling on these occurrences is warranted, but without DMEA assistance. The Field Team state that Government participation in exploratory drilling on surrounding claims is believed to be justified.

F M Murphy

F. M. Murphy, Mining Engineer
Rare and Miscellaneous Metals Division

Docket Copy
700
Murphey
Ellis

URANIUM PROSPECTORS CO., LTD.
Docket No. DMEA-3620

Performance Rate Analysis

All the work was completed - 7 - 19 - 1955

The work was started - 5 - 17 - 1955

2 days - 2 months

Working days about 55

Stage I - 15 holes completed on July 9, 1955 or in a period of about 45 working days
5,502 feet of non-core drilling
1,586 feet of core drilling

7,088 feet at average depth of 472.5 feet for each hole

Average footage drilled per day - 157.5'

Stage II - 8 holes completed totaling 3,629 feet non-core.

Field Team authorized holes July 12th. Holes completed July 19th or in about 8 days. Drilling rate - 453.6 feet per day. Average depth of holes also 453.6 feet.

Drilling - May 17 - May 27, 1955

Hole	Non-Core 0-300	Non-Core 300-650	Core 0-650	Total
A-15	300	105	251	656
A-1	165		232	397
A-11	285		127	412
	750	105	610	

750 feet drilled @ $1.50 per foot
105 " " @ $1.75 " "
610 " " @ $3.30 " "

Contractor - Cannon Diamon Drilling Company
Compton, California & Grand Junction, Colorado

1 - portadrilled used - 2 shifts

Hole A-1	Feet Core Drilling	Feet Non-Core Drilling	Feet Total
8 hrs.	49 (165-214)	165 (0-165)	214
8 hrs.	88 (214-302)		88
11 hrs.	95 (302-397)		95

Hole A-11	Feet Core Drilling	Feet Non-Core Drilling	Feet Total
6 hrs.	(broke bit in hole at 225')	225 (0-225)	225
11 hrs.	(hole redrilled)	265 (0-265)	265
8 hrs.	72 (285-357)	20 (265-285)	92
8 hrs.	55 (357-412)		55

Hole A-15			
8 hrs.		210 (0-210)	210
8 hrs.		195 (210-405)	195
16 hrs.	124 (405-529)		124
11 hrs.	56 (529-585)		56
9 hrs.	34 (585-619)		34
8 hrs.	37 (619-556)		37

F. M. Murphy

F. M. Murphy, Mining Engineer
Rare and Miscellaneous Metals Division

[X] Audited

[X] Certified

[redacted]ORK ANALYSIS SHEET - DMEA PROJ[redacted]

Analysis as of 12/28/55
Incl. Voucher for July 1955

[X] Actual Cost

[ ] Agreed Unit Costs

Name Uranium Prospectors Company Ltd.

Docket No. DMEA-3620

State Utah

Commodity Uranium

Idm-E No. Idm-E792

OPERATION	AUTHORIZED Units	AUTHORIZED Cost	COMPLETED Units	COMPLETED Cost	NET COST
Drifting & Crosscutting					
Raising					
Shafts					
Winzes					
Drilling (Specify) Non-Core	9950	21762.50	9131	18314.38	18314.38
Diamond Core	1490	9570.00	1582	9236.47	9236.47
Surface Excavation					
Underground Excavation					
Roads and Trails		1170.00		286.00	286.00
Operating Equipment Purchased					
Surface Rehabilitation & Repairs					
Underground Rehabilitation					
New Building, Improvements, etc.					
Other (Specify) Analysis		300.00		90.00	90.00
Totals		$ 32,742.50		27,926.85	27926.85

Prepared by F M Murphy

71626

file

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

GEOLOGICAL SURVEY

SEP 7 1965

Mr. David A. Rowland
8105 West 16th Place
Denver 15, Colorado

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

Dear Mr. Rowland:

Enclosed is a copy of a self-explanatory letter of today to Vitro Chemical Company.

This correspondence relates to the Consent to Lien dated April 9, 1955, executed by you as an individual, and as attorney-in-fact for Andrew G. McDermott, under the Defense Minerals Exploration Administration program.

Sincerely yours,

Frank E. Johnson

Frank E. Johnson
Chief, Office of
Minerals Exploration

Enclosure

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

GEOLOGICAL SURVEY

Vitro Chemical Company
600 West 33rd South
Salt Lake City, Utah

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dade, et al., Claims
Emery County, Utah
Contract Idm-E792

Gentlemen:

By the terms of the subject Exploration Project Contract and the certification of discovery or development dated November 25, 1955, all minerals mined or produced from April 28, 1955, to April 28, 1965, were subject to the Government's royalty as set forth in said contract.

As the period during which production was subject to royalty has now expired, the Government according to its present records retains no claim or lien against the property subject to the contract or any future production therefrom. We, therefore, are closing our books and records on this contract. Your attention, however, is called to the provisions of the contract which require that certain records of the former Operator be kept and preserved for the periods indicated.

Sincerely yours,

Frank E. Johnson
Chief, Office of
Minerals Exploration

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
WASHINGTON, D.C. 20240

OFFICIAL BUSINESS

GEOLOGICAL SURVEY

DME

FORWARDING ORDER
EXPIRED DN-1534

DENVER, COLO.
FBW
11 SEP
1965

POSTAGE AND FEES PAID
U.S. DEPARTMENT OF THE INTERIOR

Mr. David A. Rowland
8105 West 16th Place
Denver 15, Colorado

RETURNED TO WRITER

WH

40

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
		120
9/7	JJohnson	110
		230

Mr. David A. Rowland
8105 West 16th Place
Denver 15, Colorado

SEP 7 1965

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

Dear Mr. Rowland:

Enclosed is a copy of a self-explanatory letter of today to Vitro Chemical Company.

This correspondence relates to the Consent to Lien dated April 9, 1955, executed by you as an individual, and as attorney-in-fact for Andrew G. McDermott, under the Defense Minerals Exploration Administration program.

Sincerely yours,

(SIGNED) FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

Enclosure

MMerrithew/mm (9/7/65)
cc: Director's Reading File
Division File
Economic Geology File
OME File
OME Reading File
Region III
120M

23263

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20, Denver Federal Center
Denver, Colo. 80225
GEOLOGICAL SURVEY

September 2, 1965

OFFICIAL COPY
O. M. E.
RECEIVED
SEP 7 1965
INITIALS | CODE
9/7 MM | 120 m
120

Memorandum

To: George C. Selfridge
Division of Exploration Operations
Washington, D. C. 20240

From: Acting Field Officer, OME, Region III

Subject: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

This has further reference to your memorandum of April 28, 1965 on the subject contract.

The AEC production records for the second quarter show no production from the subject property.

Hugh M. Connors

Hugh M. Connors

HMC 8-2-65

cc: E792
Chron

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Bldg. 20, Denver Federal Center
Denver, Colo. 80225

May 4, 1965

OFFICIAL COPY
O. M. E.
RECEIVED
MAY 6 1965

INITIALS	CODE
[illegible]	800
	120
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	220

Memorandum

To: George C. Selfridge, Chief
Division of Exploration Operations
Washington, D. C. 20240

From: Acting Field Officer, OME, Region III

Subject: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

This has reference to your memorandum dated April 28, 1965 on the subject contract.

Our records indicate the royalty period expired April 28, 1965. The AEC production records for the second quarter will not be available until the latter part of August. The AEC records have been checked through 1964 on all of our uranium contracts.

I will place your memorandum in the follow-up file for August 31, 1965.

Hugh M. Connors

Hugh M. Connors

HMC (5-4-65)
cc: E792
Chron

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
4/28	GCS	130
"	JJ Mason	110
"	On leave	100
		220

APR 28 1965

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Exploration Operations

Subject: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

Reference is made to recent correspondence concerning royalties under the subject contract. Rather than sending out MME Form 63 before closing this docket, we believe that it will be better to do so after you have had an opportunity to check the AEC records for possible production from any of the claims under the contract. Once you are sure that no royalty is due the Government, we shall close our files.

George C. Selfridge (gla)

GCSelfridge/mm (4/28/65)
cc: Director's Reading File
Review Committee
Docket
Mr. Selfridge
120M

23263

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
2/1	GCS	130
2/1	Murphy	120M
		~~800~~
2/1	Johnson	110
2/1	[illegible]	100
		220

FEB 2 1965

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Exploration Operations

Subject: OME-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dude, et al., Claims
Emery County, Utah
Contract Idm-E792

Thank you for your memorandum of January 18, 1965, subject above.

At this time I do not believe that there is anything special to do. In June of last year Rowland notified both Atlas Corporation and Vitro Corporation of America of the Government's lien in kind of a roundabout way. I believe that the main thing is to keep in close touch with the AEC in regard to production from the land in the contract.

George C. Selfridge (gla)

GCSelfridge/gla (2-1-65)
cc to: Director's Reading File
Docket
Review Committee
Mr. Selfridge

2/1/65 will check docket [illegible]

23263

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

January 19, 1965

Memorandum

To: George C. Selfridge, Chief
Division of Exploration Operations
Washington, D. C. 20240

From: Acting Field Officer, OME, Region III

Subject: DMEA-3767 (Uranium)
Uranium Prospectors Company, Ltd.
Jack Rabbit Claims
Emery County, Utah
Contract Idm-E877
and
DMEA-3928 (Uranium)
Pacific Uranium Mines Company
Green River Claims
Emery County, Utah
Contract Idm-E926
and
DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

OFFICIAL COPY
O. M. E.
RECEIVED
JAN 22 1965

INITIALS	CODE

This responds to your memorandum dated December 24, 1964 on the subject contracts.

I have reviewed the information furnished by Mr. Roy O. Davis as noted in the copy of the letter which is attached. I have also visited the AEC and E. E. Lewis, in Grand Junction.

I have every assurance that we will receive all royalties due the Government except in the case of Contract Idm-E792. Please refer to my memorandum of January 18, 1965 regarding Idm-E792.

You may be interested in the background of E. E. Lewis, Inc. This outfit consists of a group of young (by our standards) mining engineers and geologists who have all had a great deal of experience in uranium mining and exploration. They usually operate as production managers, as they do on E-1092 Vanadium Queen for Climax who is the Operator for the Bankruptcy Court.

The E. E. Lewis agreement with Four Corners is more of a lease and sublease.

As far as I have been able to learn, E. E. Lewis, Inc. is thoroughly reliable and has a good reputation.

Original signed by

Hugh M. Connors

cc: E877
E926
E792
Chron

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

January 18, 1965

OFFICIAL COPY

INITIALS	CODE
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	220

Memorandum

To: George C. Selfridge, Chief
Division of Exploration Operations
Washington, D. C. 20240

From: Acting Field Officer, OME, Region III

Subject: DMEA-3620 (Uranium)
Uranium Prospectors Co., Ltd.
Dede, et al., Claims
Emery County, Utah
Contract E792

The AEC informed me that the captioned claims have an allotment. They also stated that if the claim names are changed to Vanura or anything else the ore cannot be sold, because the allotment would be void.

I was also informed by AEC that the Welch Mining Co. is about to mine ore from the Dede claims and ship to the Atlas mill.

I called Roy Davis at Four Corners Oil & Minerals Co. and he stated that the Welch Mining Co. is not at this time working for or with Four Corners. He has no knowledge of the Dede claims being worked.

I am wondering if our friend Rowland is trying to pull another fast one on us.

Should you notify Rowland and the Atlas mill that royalty on production is due the Government until 4-28-65?

Hugh M. Connors

Hugh M. Connors

cc: E792
Chron

MME Form 7
(2/63)

DMEA-3620

OFFICIAL FILE COPY

Date	Surname	Code
12/23		800
	Jelinek	130
12/23	Johnson	110
		100
		220

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Exploration Operations

Subject: DMEA-3767 (Uranium)
Uranium Prospectors Company, Ltd.
Jack Rabbit Claims
Emery County, Utah
Contract Idm-E877
and
DMEA-3928 (Uranium)
Pacific Uranium Mines Company
Green River Claims
Emery County, Utah
Contract Idm-E926
and
DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

In response to MME Form 63, Request for Information on Certified Project, regarding the first above listed contract, Mr. Roy O. Davis, Controller, Four Corners Oil & Minerals Co., 613 Farmers Union Building, Denver, Colorado, has furnished a copy of Lease and Mining Claim dated March 25, 1964, relating to Jack Rabbit No. 1 claim leased from C. H. Snow, et al. Also furnished was a copy, undated but apparently executed in April or May 1964, of a Mining Lease, Sublease and Agreement with E. R. Lewis, Inc., P. O. Box 1481, Grand Junction, Colorado, relating to the Jack Rabbit No. 1 and numerous other mining claims.

We are unable to reproduce these documents. It is suggested that you either procure copies from Mr. Davis or borrow his copies long enough to make copies for your file.

Our review indicates that in addition to the Jack Rabbit No. 1 claim on which the Government has a lien for royalty under Contract Idm-E877, the Ajax group, Jeannie No. 1, Red Nos. 1 to 5, and the

23263

Wills group are subordinated under Contract Idm-E926. The Vanura group appear to be the relocated claims formerly described as the Dede, et al., group subordinated under Contract Idm-E792.

Mr. Davis stated that there has not been any production from the land subject to the contract since April 1964. However, it is not clear whether he is referring only to the Jack Rabbit No. 1 claim or whether he means all of the claims.

Please look into this matter at your earliest convenience and advise what the prospects are for receipts of royalty under each of the contracts. You should also ascertain whether any of the other claims listed in Exhibit "A" of the mining lease to E. B. Lewis, Inc., are subject to the Government's lien for royalty.

Enclosure (Form 63 - DMEA-3767)

George C. Selfridge

CEFisher/ama 12-23-64

cc:
Docket - DMEA-3620
Director's Reading File
CA & A Division
Review Committee

OFFICIAL FILE COPY
O. M. E
RECEIVED JUN 8 1964

DATE	INITIALS	CODE
6/8	Murphy	500
		220

Ame

425 Skyewiay Road
Los Angeles, California 90049

June 1, 1964

OME
DEPARTMENT OF THE INTERIOR
JUN 4 1964
REGION III
DENVER, COLORADO

Mr. Hugh M. Connors
Acting Field Officer, OME
Building 20 - Federal Center
Denver 25, Colorado

Re: DMEA - 3620 (Uranium)
Contract Idm-E792

Dear Mr. Connors:

This is to advise you that I have recently consummated a lease with the Atlas Corporation covering the mining claims contained in the above cited DMEA contract. I am enclosing herewith a letter which provides for the 5% due the government in reduction of this lien, if such becomes necessary, to be retained from royalties due me from production of ores from these claims.

Please note also that a very small portion of these claims contained in the overlap of the Little Lil and Jerry Boy Fraction 1 and 2 mining claims has been leased to Vitro Corporation of America. A similar letter as the above assures the government's interests are served.

Very truly yours,

David A. Rowland

David A. Rowland

DAR:pr
Enc.

Copy to ~~W.O.~~ George Selfridge
Dallas Talbert

Atlas

425 Skyewlay Road
Los Angeles, California 90049

June 1, 1964

OME
DEPARTMENT OF THE INTERIOR
JUN 4 1964
REGION III
DENVER, COLORADO

Atlas Corporation
P. O. Box 597
Salt Lake City, Utah

Re: Mining Lease on Dedl 1 thru 8, Simon J 1 and 2, Peewee 1 and 2, and Silent City 15 and 16 Unpatented Lode Mining Claims

Gentlemen:

The following letter will serve as a written memorandum of my agreement concerning that certain Mining Lease dated the 14th day of May, 1964, between myself as Lessor and Atlas Corporation as Lessee concerning the above referenced mining claims. It is my understanding and agreement that in the event it should become determined that the lien of the loan obtained heretofore from the Defense Minerals Exploration Administration covers or attaches to any of the lands covered by the aforementioned Lease, then any and all payments required to be made to such administration will come from and be deducted out of the royalty reserved to the Lessor under the terms of said Mining Lease.

Yours very truly,

David A. Rowland

David A. Rowland

DAR:pr

Copy to ~~W. O.~~ George Selfridge
Dallas Talbert

AMC

DAVID A. ROWLAND
Box 3927
Stanford, California

OME
DEPARTMENT OF THE INTERIOR
JUN 4 1964
REGION III
DENVER, COLORADO

Vitro Corporation of America
600 West 33rd South Street
Salt Lake City 15, Utah

Re: Mining Lease on portions of Jerry Boy Fraction No. 1 and Jerry Boy Fraction No. 2 unpatented lode mining claims

Gentlemen:

The following letter will serve as a written memorandum of my agreement concerning that certain Mining Lease dated the 30th day of November, 1962, between myself as Lessor and Vitro Corporation of America as Lessee and covering portions of the above referenced mining claims. It is my understanding and agreement that in the event it should become determined that the lien of the loan obtained heretofore from the Defense Minerals Exploration Administration covers or attaches to any of the lands covered by the aforementioned Lease, then any and all payments required to be made to such administration will come from and be deducted out of the royalty reserved to the Lessor under the terms of said Mining Lease.

Yours very truly,

David A. Rowland

David A. Rowland

DAR:smn

Copy to ~~W.O.~~ George Selfridge
Dallas Talbert

XERO COPY XERO COPY XERO COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

OFF
RECEIVE
DATE
4/30 Murphy 500
220

April 27, 1964

Uranium Prospectors Company, Ltd.
c/o Vitro Chemical Company
600 West 33rd. South
Salt Lake City, Utah

Re: DMEA-3620 (Uranium)
Dede, et al Claims
Emery County, Utah
Contract Idm-E792

Gentlemen:

Attached is your copy of the Report of Royalty Review on the captioned property dated April 22, 1964.

Very truly yours,

ORIGINAL SIGNED BY

Hugh M. Connors
Acting Field Officer, OME

cc: G. C. Selfridge
E. D. Talbert
E792
Chron

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Bldg. 20 - Denver Federal Center
Denver, Colo. 80225

April 27, 1964

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

Re: DMEA-3620 (Uranium)
Dede, et al Claims
Emery County, Utah
Contract Idm-E792

Gentlemen:

Attached is the original Report of Royalty Review on the captioned property dated April 22, 1964.

Very truly yours,

ORIGINAL SIGNED BY
Hugh M. Connors
Acting Field Officer, OME

cc: G. C. Selfridge
E. D. Talbert
E792
Chron

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
		220

APR 2 0 1964

Memorandum

To: Acting Field Officer, Region III

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

Subject: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

The original and two copies of a Report of Royalty Review covering the subject contract are enclosed. If you concur in the facts stated therein, please make the following distribution:

(a) Original to the Fiscal Section, Office of Management Operations, Office of the Secretary, U. S. Department of the Interior, Washington, D. C. 20240;
(b) One copy for the Operator; and
(c) One copy for your files.

As evidence of your concurrence, a copy of your letter transmitting the Operator's copy of the report should be furnished to this Division. If for any reason you do not concur, the original and both copies of the report should be returned to this Division with your comments.

Enclosures

EDTalbert/ama 4-22-64

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

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
		220

APR 20 1964

Memorandum

To: Chief, Fiscal Section
Office of Management Operations
Office of the Secretary

(Signed) E. D. Talbert

From: Chief, Contract Administration and Audit Division

Subject: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

Enclosed for deposit to the subject DMEA account under symbol 14X4401 as a royalty receipt is check no. 2227, dated April 15, 1964, drawn by Vitro Chemical Company in the amount of $1,065.63 on the Walker Bank & Trust Co., Salt Lake City, Utah.

This check is in payment of royalty on ore shipped by the Shattuck Denn Company from certain claims which overlap those under the subject contract.

Enclosure

EDTalbert/ama 4-20-64

cc:
Docket
Director's Reading File
CA & A Division
Reg. III w/c of inc. ltr.

43683

Vitro CHEMICAL COMPANY
DIVISION OF VITRO CORPORATION OF AMERICA
600 WEST 33RD SOUTH STREET · SALT LAKE CITY 15, UTAH · INGERSOLL 7-5414

JAMES D. MOORE
MANAGER, WESTERN OPERATIONS

84115

April 16, 1964

OFFICIAL FILE COPY
O. M. E
RECEIVED APR 1964

DATE		
4/20		800
		100
		110
		120
		500

Mr. George Fumich, Jr.
Acting Director
U. S. Department of the Interior
Office of Minerals Exploration
Washington 25, D. C.

Dear Mr. Fumich:

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al, Claims
Emery County, Utah
Contract Idm-E792

In accordance with your letter of April 8, 1964, to our Mr. Littel, we are enclosing our check for $1,065.63 in payment of the balance due on royalties under the subject loan.

We are willing to accept your data on stoping in the vicinity of Holes X 54, X 77, and X 78, which brings the total tonnage subject to royalty to 1474 tons.

Please be assured that we appreciate your efforts in concluding this matter.

Very truly yours,

VITRO CHEMICAL COMPANY

James D. Moore

James D. Moore
Manager, Western Operations

JDM:dw
Encl.

cc: Mr. W. B. Hall
Mr. W. H. Denne, Jr.
Mr. E. G. Littel
Mr. K. H. Elmer

Vitro CORPORATION of AMERICA
SUITE 245
777 14TH STREET, N. W. · WASHINGTON 5, D. C.
METROPOLITAN 8-2330

OFFICIAL FILE COPY
RECEIVED
DATE

April 9, 1964

Mr. George Fumich, Jr.
Acting Director
Office of Minerals Exploration
U. S. Department of the Interior
Washington 25, D. C.

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

Dear Mr. Fumich:

Thank you for your letter of April 8, 1964, confirming my discussion of yesterday with representatives of the Office of Minerals Exploration.

I am immediately forwarding your letter to Vitro Chemical Company at Salt Lake City, Utah, for payment of $1,065.63 representing royalties due according to the Office of Minerals Exploration calculations.

Sincerely yours,

Edward G. Littel

Edward G. Littel
Assistant to the President

EGL:pw

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
4/8	Selfridge	120
	[illegible]	500
4/8	Talbot	800
"	Johnson	110
	[illegible]	100
		220

Mr. Edward C. Littel
Assistant to the President
Vitro Corporation of America
Suite 245, 777 14th Street, N. W.
Washington 5, D. C.

APR 8 1964

Re: EMKA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-8792

Dear Mr. Littel:

In confirmation of our discussion with you this morning, the Office of Minerals Exploration, using the map attached to Mr. S. D. Huntsman's memorandum of February 10, 1964, calculated the ore thickness of several of the mined sections shown on the map. These ranged from 1.9 to 3.3 feet and were judged to be of the right order of magnitude in keeping with available drill hole data along the particular trend and also to the north of the workings and to the southeast of the Newell shaft on the Jerry Boy 1 claim. Based on available information, it does not appear likely that the total tonnage reported by Shattuck Denn could have come from the Jerry Boy 1 claim. As the 1,020 tons reported by Mr. Huntsman's memorandum seem reasonable, we shall accept that tonnage in part.

Data in our files indicate stoping in the vicinity of Holes X 54, X 77, and X 78 to the north and in the vicinity of Holes XH 2, X 28, and X 29 to the southwest of the shaft, the latter area being outside of the area in the subject contract. Mr. Huntsman's map previously referred to shows neither of these stoped areas.

Based upon information in our files, OME has calculated that a tonnage ranging from 446 tons to 481 tons was mined from the north area, or approximately 463 tons. In previous correspondence mention was made of a difference of 454 tons between the records of Shattuck Denn and Vitro. It is our thought that the difference in tonnage is attributable to the mining in the vicinity of Holes X 54, X 77, and X 78 and should be added to the 1,020 tons as shown on Huntsman's map. Thus, 1,474 tons would be subject to royalty.

23263

In our memorandum of October 21, 1963, to Vitro Chemical Company we presented a royalty computation based upon actual figures of 3,687 tons of ore worth $54,429.88, or $14.7626 a ton. Thus, net on the 1,474 tons would be $21,760.07 which at 5 percent royalty would be $1,088.00. As $22.37 has been paid, $1,065.63 would be due according to our calculations. If this amount meets the company's approval, we shall appreciate receiving its check for the same.

Sincerely yours,

George Fumich, Jr.

Acting Director

In triplicate

GCSelfridge/gla (4-8-64)
cc to: Director's Reading File
Docket
Region III
CA&A Division
Code 500
Mr. Selfridge

DMEA 3620

UNITED STATES
ATOMIC ENERGY COMMISSION
GRAND JUNCTION OFFICE
GRAND JUNCTION, ~~COLORADO~~

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

DATE	INITIALS	CODE
4/3		800
		120
	Murphy	500
		320

OME
DEPARTMENT OF THE INTERIOR
APR 1 1964
REGION III
DENVER, COLORADO

IN REPLY REFER TO:
PTS:MEC

March 27, 1964

Mr. Hugh M. Connors, Acting Field Office
Office of Mineral Exploration
Department of the Interior
Building 20, Federal Center
Denver, Colorado, 80225

Re: DMEA 3620

Dear Mr. Connors:

We have in our files a report by Mr. T. W. Newell of Shattuck-Denn Mining Co., prepared for Shattuck-Denn management which lists the following values of these holes drilled by MRB Mining Co.

Hole No.	Thickness	Grade
XX2	3.0	0.27 = 0.81
XX2 (second horizon)	3.0 3.6	0.19 = 0.57
X28	2.3	0.21 = 0.48
X29	2.6	0.21 = 0.55

The above data represents the MRB Mining Co.'s interpretation of probing data, not samples. The AEC, on the basis of comparative logging of other holes on the property and examination and sampling of mine workings at locations where drill holes were intersected have adjusted the above interpretations to the following for our reserve calculations on the property.

Hole No.	Thickness	Grade
XX2	1.8	0.39 = 0.70 - 0.11
XX2 (second horizon)	1.8 2.2	0.27 = 0.49 - 0.08
X28	1.4	0.30 = 0.42 - 0.08
X29	1.6	0.29 = 0.46 - 0.13

Mr Sollers

The reliability of the above data is questionable because of uncertainty as to the type of instrument or the operating procedure originally used. It does, however, represent our estimate of the grade and thickness encountered in the holes.

Yours very truly,

Allan E. Jones

Allan E. Jones
Manager

Vitro CORPORATION of AMERICA
SUITE 245
777 14TH STREET, N. W. · WASHINGTON 25, D. C.
METROPOLITAN 8-2330

OFFICIAL FILE COPY
O. M. E
RECEIVED MAR 24 1964

March 23, 1964

DATE	INITIALS	
3/24		800
3/24		110
		120
	Murphy	500

Mr. Frank E. Johnson
Deputy Director
Office of Minerals Exploration
Department of the Interior
Washington 25, D. C.

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al, Claims
Emery County, Utah
Contract Idm-E792

Dear Mr. Johnson:

Reference is made to our conference of February 20, 1964 relative to fixing the amount of royalties payable to the Government.

You will recall that Mr. Moore, Vitro Manager of Western Operations, stated at the conclusion of the conference that he would review the matter further with his staff and attempt to account for the balance of the ore which was mined and shipped.

Our cognizant Salt Lake City Mill geologist prepared a memorandum to Mr. Moore on March 17, 1964 and Mr. Moore has transmitted it to me with his comments on March 20, 1964. Since both memoranda are self-explanatory I am forwarding three copies of each for your consideration.

There never has been any question about royalties being due the Government in this instance; the only question has been the amount. By reason of the history of this matter, however, we are unable to find any means of accurately fixing the proper amount of royalties payable, and Mr. Moore, in the enclosed memorandum of March 20, 1964, stated the amount which he considers to be reasonable in the circumstances.

After you have an opportunity to review the enclosed memoranda, I would appreciate the opportunity to discuss the matter further for the purpose of arriving at a final settlement.

Sincerely yours,

Edward G. Littel

Edward G. Littel
Assistant to the President

EGL:pw

Enclosures

Vitro CHEMICAL COMPANY
SALT LAKE PLANT

Inter-Office Memorandum

Date March 20, 1964

To Mr. E. G. Littel — Washington Office (Title)

From James D. Moore — VCC - Salt Lake Plant (Title)

Subject

Enclosed is another memo by Scott Huntsman, our Geologist, regarding the situation on DMEA Loan Docket No. 3620.

We were unable to confirm that the recorded tonnage of 3055 tons was mined from the Jerry Boy 1 claim. An examination of the maps and the record would show it to be impossible for 2000 to have been mined from the undisputed area, or 3055 tons from the whole claim. It is obvious that Shattuck Denn records were not sufficiently clear to properly identify the source of the ore mined. Since ore from both Little Lil and Jerry Boy was hoisted through the same shaft and stock-piled in the same area, it no doubt became commingled. Furthermore, it must be emphasized and recognized that there was no good reason for Shattuck Denn to make certain of the origin of the ore since they thought that they had clear title to the land.

It must also be recognized that most of the area worked on the claim was of a development nature, and it is improper to think that all worked-out areas produced ore. We now feel that our record of 3055 tons, which is based on bills of lading issued by Shattuck Denn, and their record of 3687 are both in error on the high side. In fact, we cannot justify more than 1650 tons as being mined from the whole claim.

I shall appreciate your discussing this matter further with Messrs. Johnson, Fumich and their associates to determine if there isn't an area of agreement on the basis just outlined. I feel it would be reasonable to settle the matter based on royalty payment of $716.45 on 1020 tons.

Let me know your thinking on this problem.

JDM

James D. Moore

JDM:dw
Encl.
cc w/encl: Mr. W. B. Hall
Mr. W. H. Denne, Jr.

RECEIVED MAR 2 8 1964 EGL

March 17, 1964

Mr. James D. Moore — Manager, Western Operations

S. D. Huntsman — Ore Buyer

Pursuant to your request, I have re-examined the DMEA Loan Docket No. 3620 pertaining to the amount of royalty payable to the United States Government on production from the Dede, Simon J., and PeeWee claim group in the San Rafael Reef area, State of Utah.

According to your latest meeting in Washington, D. C., with the DMEA people, they suggested we substantiate where the total production reported as shipped from the Jerry Boy 1 Claim was actually mined. Vitro Chemical Company records clearly show that 3055 tons were produced from the Jerry Boy 1 claim; yet Shattuck Denn records show that 3687 tons were produced. This is a definite example of our experience with Shattuck Denn in keeping exacting records as to production and shipments from any one area of the mine.

It is my belief that the shipping records clearly exaggerate the production from the Jerry Boy 1 claim. This operation was one of development work mainly in the form of dead drifting. Various drill holes were intersected, with the results disappointing.

Attached to my February 10, 1964 memo was a mine map of the disputed area. This map was constructed from field notes and memory, and showed in my best engineering judgment the tons and grade of ore that was removed. I firmly stand back of this estimate, and any attempt to estimate the tonnage by means of prorating tonnage and grade based on the area obtained from a plan map is unfounded. Ore and waste from the Jerry Boy claim were hoisted through a common shaft with Little Lil ore. Both ores were also kept in a common stockpile area. It is obvious that considerable confusion occurred in shipping the ore and designating the area from which the shipment was mined.

The responsibility of keeping the shipments straight and making out the railroad bills of lading was left to the discretion of the truck driver. The bills of lading designated the claim the ore was shipped from, and to my knowledge was the only shipment record. The driver had no particular interest in keeping the shipments straight, as his was a contract job. In reviewing what could have happened, the driver when hauling Jerry Boy ore would tell the railroad freight agent to make the bills of lading out for Jerry Boy. When he would go back to hauling Little Lil ore, there is a good possibility that

C O P Y

there existed a lag in time before he would re-notify the railroad agent to mark down the Little Lil claim. This is the only logical explanation in accounting for 3,000+ tons being removed from the Jerry Boy claim, as it is impossible to account for this quantity being removed from only those stoped areas shown on the current mine map.

As reported in my earlier memorandum, any and all mining completed on the Jerry Boy-Simon J. 1 conflict area was under the supervision and control of Shattuck Denn Mining Corporation. At the time Shattuck Denn was active in the development and production of the area in question, they believed that the entire Jerry Boy 1 claim belonged to them. Therefore, no DMEA royalties were paid by Shattuck Denn nor were any production records kept as to the exact amount of ore produced from any particular areas on the claim. The only records we have to work with are the Shattuck Denn records that show a total of 3687 tons of ore with a value of $54,429.98 were shipped from the Jerry Boy 1 claim. It is doubtful that 3687 tons were actually shipped from the Jerry Boy 1 claim. I have no constructive records to back this up other than my personal experiences in the field at the time the ore was being shipped. It was definitely my experience that the Shattuck Denn Company was very lax in keeping exacting records as to production and shipments from any one area. This is not a criticism of the company as they felt that they had good title to the entire area being mined.

It appears that the Government is entitled to royalty on a maximum of 1020 tons as calculated and reported in my memo of February 10, 1964.

Original signed by
S. D. Huntsman

S. D. Huntsman

SDH:dw

C O P Y

March 18, 1964

FOUR CORNERS OIL & MINERALS
BOX 516
GREEN RIVER, UTAH

Ame

E792

OME
DEPARTMENT OF THE INTERIOR
MAR 20 1964
REGION III
DENVER, COLORADO

Mr. Hugh M. Connors
U.S. Department of the Interior
Office of Minerals Exploration
Bldg. 20, Denver Federal Center

Dear Mr. Connors:

In regards to your letter dated March 9, 1964 concerning the stoped area southwest of the Newell Shaft. It is true that we have in our possession a map of the Newell Shaft and it's workings. However, I do not know that the map detail is up to date, also the map shows only whether the drill holes are ore, mineralized & barren. It does not give the values. I do not know where this information could be located, unless perhaps it would be Vitro Chemical Co. of Salt Lake City, Utah.

3620

Very Truly Yours,

Clifford D. Lenard

Clifford D. Lenard

Copy to Mr George C. Selfridge
Copy to Mr E.D. Talbert

OFFICIAL FILE COPY
O. M. E.
RECEIVED MAR 23 1964

DATE	INITIALS	CODE
3/24	Murphy	800
		320

Bldg. 20, Denver Federal Center

OFFICIAL FILE COPY
O. M. E.
RECEIVED MAR 12 1964

DATE	INITIALS	CODE
3/13	Murphy	500
		220

March 9, 1964

Mr. Clifford D. Lenard
Four Corners Oil & Minerals
Box 316
Green River, Utah

Re: IMEA-3620 (Uranium)
Contract Idu-E792
Uranium Prospectors, Ltd.
Dede et all claims
Emery County, Utah

Dear Mr. Lenard:

Thank you for your letter of March 6, 1964.

Our letter was in error in not mentioning that holes, XX2, X28, and X29 intersect the stoped area just southwest of the Howell shaft. In Mr. Hovis' letter to us dated September 9, 1963 he stated, "Our map does show that a small stope was mined to the Southwest of the shaft, in the area of holes XX2, X28, and X29."

Would you please furnish us the thickness and grade of ore originally indicated by these holes?

Your assistance in this matter is appreciated.

Yours very truly,

ORIGINAL SIGNED BY
Hugh M. Connors
Acting Field Officer, GMX
Region III

HMC:nm

cc: Royalty Corres. E 792
Chron
Mr. Selfridge
Mr. Talbert

AEC Records show no production from Dede 8.
HMC 3-9-64

FOUR CORNERS OIL & MINERALS
BOX 516
GREEN RIVER, UTAH

March 6, 1964

E792

OME
DEPARTMENT OF THE INTERIOR
MAR 9 1964
REGION III
DENVER, COLORADO

Mr. Hugh M. Connors
United States Department of the Interior
Denver, Colorado

Dear Mr. Connors:

In your letter dated February 24, 1964, you asked for information on holes X-29, X-28, and XX-2, susposedly in the area of a shaft. Assuming you were referring to the Uranium Prospectors shaft, we wish to inform you that said holes are not in the area of said shaft. Also, we cannot find any record of a XX-2 hole. Please check your records and see if the above mentioned holes might not be SD-18, SD-19, and SD-22. Please inform us as to what shaft you were referring to and which holes and we will try to furnish you with any information we possibly can.

Also, it is our regret to inform you that Mr. Hovis is no longer employed by us. However, we wish to be of any assistance possible to you.

Sincerely yours,
Clifford D. Lenard
Clifford D. Lenard
Engineer

Mr Selfridge

Mr Talbert

Building 20 - Federal Center
Denver, Colorado 80225

February 24, 1964

OFFICIAL FILE COPY
O. M. E.
RECEIVED FEB 26 1964

DATE	INITIALS	CODE
2/27	[illegible]	800
2/28	Murphy	500
		220

Mr. Allen E. Jones, Manager
U.S. Atomic Energy Commission
Grand Junction Office
Grand Junction, Colorado

Re: DMEA-3620 (Uranium)
Contract Idm. E792
Uranium Prospectors Company, Ltd.
(Bede, et al., claims)
Emery County, Utah

Dear Mr. Jones:

The photostat of mine workings enclosed with your letter to me dated September 30, 1963, shows a stoped area just southwest of the Newell shaft which encompasses three holes, XX2, X28, and X29.

Would you please furnish us the thickness and grade of ore originally indicated by the said holes? If you do not have the information, would you advise us where it may be obtained.

Your cooperation with this office is appreciated very much.

Sincerely yours,

Hugh M. Connors
Acting Field Officer
Region III

TMR:nm

cc: Chief, Division of Field Operations, GMZ
Royalty Corres. Idm. E792
Chron

Building 20 - Federal Center
Denver, Colorado 80225

February 24, 1964

OFFICIAL FILE COPY
O. M. E.
RECEIVED FEB 26 1964

DATE	INITIALS	CODE
2/27	HWJ	800
		+20
2/28	Murphy	500
		520

Mr. Frank Hovis
c/o Four Corners Oil and Minerals Company
Green River, Utah

Re: EMEA-3620 (Uranium)
Contract Idm. E792
Uranium Prospectors Company, Ltd.
(Dede, et al., claims)
Emery County, Utah

Dear Mr. Hovis:

In your letter to me dated September 9, 1963, you said "Our map does show that a small stope was mined to the Southwest of the shaft, in the area of holes XX2, X-28, and X-29."

Would you please furnish us the thickness and grade of ore originally indicated by said holes? If you do not have the information, would you advise us where it may be obtained.

Your further assistance in this matter will be appreciated very much.

Sincerely yours,

Hugh M. Connors
Acting Field Officer
Region III

cc: Chief, Division of Field Operations, OME
Royalty Corres. Idm. E792
Chron

THM:rm

The AEC records have been double checked and no production from Dede 8 is shown.

HMC.

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
2/20	GCS	130
2/20	Murphy	500
2/20	Talbert	800
"	Johnson	110
		100
		220

FEB 2 0 1964

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Field Operations

Subject: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Idm-E792

On October 7, 1963, we received an original letter dated September 30, 1963, from Allan E. Jones, Manager, AEC, addressed to you (signed by Elton A. Youngberg, Acting), forwarding a photostatic copy of a map relating to DMEA-3620 in reply to your letter of September 4.

Enclosed are copies of letters dated November 11 and November 18, 1963, from John A. Moss to James D. Moore and from James D. Moore to E. G. Littel, respectively. Also enclosed are copies of an inter-office memorandum of February 12, 1964, from James D. Moore to E. G. Littel, and a letter of February 10, 1964, with map attachment, from S. D. Huntsman to James D. Moore.

We had a meeting today with Messrs. Moore and Moss of Vitro regarding tonnage liable for royalty from the disputed area involving the Jerry Boy 1 and Simon J 1 claims. On the photostat submitted by the AEC there is a stoped area just southwest of the Newell shaft which encompasses three holes, XX2, X28, and X29. Can you secure for us the thickness of ore originally indicated by the three said holes?

Our records indicate that no one has produced any ore from the Dede 8 claim as of this date. Does this check your information?

George C. Selfridge (gla)

GCSelfridge/gla (2-20-64)
cc to: Director's Reading File
Docket
Review Committee
Mr. Selfridge
Code 500

23263

Vitro CHEMICAL COMPANY
SALT LAKE PLANT

2/7/64

Inter-Office Memorandum

Date February 12, 1964

To Mr. E. G. Littel — VCA - Washington Office (Title)

From James D. Moore — VCC - Salt Lake Plant (Title)

Subject DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al, Claims
Emery County, Utah
Contract Idm-E792

Enclosed is a copy of a memorandum by Mr. Huntsman pertaining to his appraisal of ore production from the Jerry Boy claim near Green River, Utah.

He has attempted to reconstruct the record of production from his notes and knowledge of the work done in this area. You will note that a large part of the area shown on the overlap area is designated as "dead." In other words, a substantial amount of drifting was done as development work to explore possibilities of developing ore based on previous drilling. The results were not sufficiently successful to justify further expense; therefore, work was discontinued.

Based on Mr. Huntsman's evaluation, it appears that 1020 tons could have been produced from the area in question. The grade averages 0.18735% U_3O_8. On this basis, the value of the ore would be $14.048 per ton and the total royalty would be $716.45. The prior payment of $22.37 would leave a balance of $694.08.

itable basis for

Moore

Mr. Selfridge -

Monday, feb. 17th

George:

~~120~~

This was delivered today (in person) by Mr. Littel for Vitro.

~~500~~

He will call for an appointment when Mr. Moore arrives in Washington.

~~800~~
500

FEJohnson

RECEIVED
FEB 14 1964

February 10, 1964

Mr. James D. Moore — Manager, Western Operations

Scott D. Huntsman — Ore Buyer

I have carefully reviewed the matter of DMEA loan No. 3620 dated April 28, 1955, between Uranium Prospectors Company, Ltd. and the Defense Minerals Exploration Administration, an agency of the Department of the Interior. My review particularly pertained to that certain royalty payable to the Government on production from the Jerry Boy 1 claim which overlaps to some extent the Simon J 1 claim which was a part of the exploration project contract.

Any and all mining completed on the Jerry Boy-Simon J 1 conflict area was under the supervision and control of Shattuck Denn Mining Corporation. At the time Shattuck Denn was active in the development and production of the area in question, they believed that the entire Jerry Boy 1 claim belonged to them. Therefore, no DMEA royalties were paid by Shattuck Denn nor were any production records kept as to the exact amount of ore produced from any particular areas on the claim. The only records we have to work with are the Shattuck Denn records that show that a total of 3687 tons of ore with a value of $54,429.98 were shipped from the Jerry Boy 1 claim. It is actually doubtful in my mind that 3687 tons were actually shipped from the Jerry Boy 1 claim. I have no constructive records to back this up other than my personal experiences in the field at the time the ore was being shipped. It was definitely my experience that the Shattuck Denn Company was very lapse in keeping exacting records as to production and shipments from any one area. This is not a criticism of the company as they felt that they had good title to the entire area being mined.

From the time the Little Lil and Jerry Boy claims were initially developed and until all the developed ore was mined out and the mine shut down, I kept in close personal contact with the operation in line with my duties as Assistant Ore Buyer.

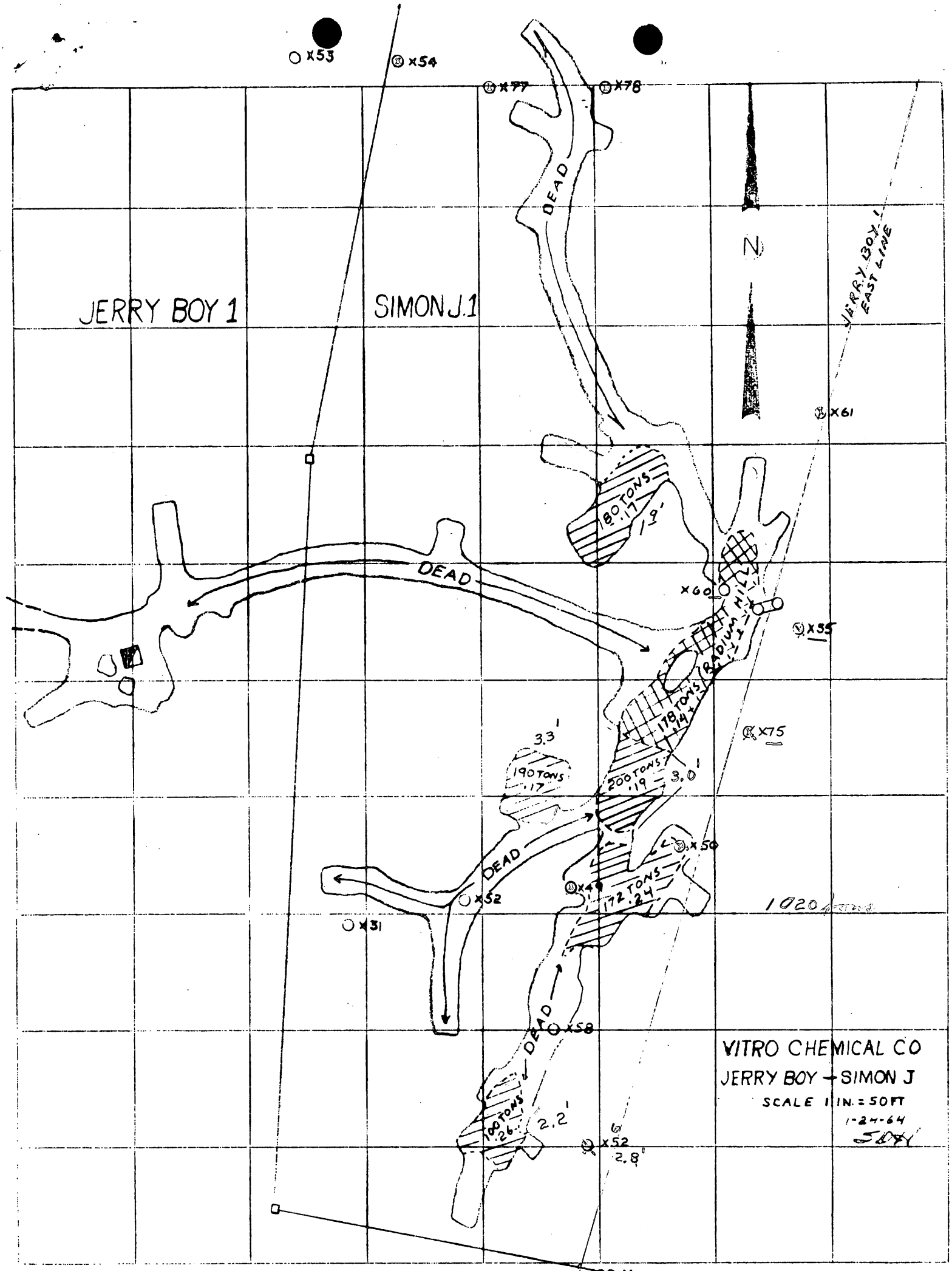
Radium Hill Uranium, Inc. originally drove the incline from the Shattuck Denn shaft easterly to the drill holes cutlining the ore body on the area in question. After the incline was completed, they proceeded to mine the area represented by drill holes X 55, X 75 and X 60. The only ore produced by Radium Hill was 178 tons of 0.14% U_3O_8. After actually cutting some of the ~~joint~~ drill holes, they found the ore to be very irregular and pod-like in nature and therefore, decided that further work in the area would definitely be uneconomical, and abandoned their operation.

Several months later, Mr. Frank Garrett, then Superintendent of Operations for Shattuck Denn, decided to do further work in reopening the old Radium Hill workings. Shattuck Denn then proceeded to do a considerable

amount of dead drifting for the purpose of cutting the majority of the drill holes that supposedly intercepted ore. I followed this operation very closely and have constructed a map from my field notes showing the areas of the workings that ore was actually removed from and the corresponding grade. You will find this map attached for your information. It essentially shows a total production of 1020 tons of 0.18735% U_3O_8 including the 178 tons produced by Radium Hill. This grade would have a value of $14.05 per ton with a total gross value of $14,331. It is my feeling that this is a definite, realistic calculation on the actual tons and grade produced from the Simon J.-Jerry Boy 1 conflict area, and I again emphasize were arrived at from personal observation at the time the mine was being worked.

S. D. Huntsman

SDH:dw
Attachment
cc: Mr. R. B. Coleman



198-M DUNKIN BLUE PRINT & SUPPLY CO., GRAND JUNCTION, COLO.

Vitro Chemical Company
Salt Lake Plant
Inter-Office Memorandum

November 18, 1963

Mr. E. G. Littel — VCA - Washington Office

James D. Moore — VCC - Salt Lake Plant

DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al, Claims
Emery County, Utah
Contract Idm-E792

You will note by the enclosed letter from John Moss, of Shattuck Denn, that they cannot confirm our records regarding the amount of ore shipped from the undisputed area of their Jerry Boy 1 claim, since they made no effort to keep separate records.

I cannot account for the 454 tons difference between our numbers; nevertheless, our intent at the time was to record separately the amounts shipped by Radium Hill and Shattuck Denn from the disputed and undisputed areas respectively. On the other hand, we recognize that Shattuck Denn, themselves, did some exploration work on the overlap area and it is possible that they shipped some ore from this area (perhaps 454 tons). As indicated by Mr. Moss, this would have been designated as coming from Jerry Boy 1.

It is also possible that some confusion developed over the exact source of the ore since they were also mining on the Little Lil claim and perhaps some ore was improperly identified as to source. Ores from both claims were hoisted through the same shaft.

In any event, I don't see how OME could expect us to pay $1994.30 additional royalty based on their method calculation. Our records clearly show 3055 tons produced from the area.of Jerry Boy 1 claim which we understood was outside the disputed area. It may be possible that the 454 tons difference also came from this area, but we have no basis for conceding this possibility.

I'm afraid that this will not be of much help to you, but I shall appreciate your talking with Mr. Johnson of OME again to determine what can be done. Please let me know if I can develop further information.

/s/ Jim
James D. Moore

JDM:dw
Encl.
cc w/encl: Messrs. W.B.Hall; W.H.Denne, Jr.; K.H.Elmer

C O P Y

SHATTUCK DENN MINING CORPORATION
120 Broadway
New York 5, N. Y.
AIR MAIL

C
O
P
Y

November 11, 1963

Mr. James D. Moore, Manager
Vitro Chemical Company
600 West 33rd South Street
Salt Lake City 15, Utah 84115

Dear Mr. Moore:

Under date of July 19, 1963, the Office of Minerals Exploration, Building 20 - Federal Center, Denver, requested the quantity and value of ore sold from the Simon J 1, Simon J 2, and Jerry Boy 1 claims.

We advised the O. M. E. that our records showed that 3,687 tons of ore, with a value of $54,429.98, were shipped from the three claims by Shattuck Denn.

Our records do not show that the ore, referred to above, came from the undisputed. At the time of mining ore, we believed that the entire Jerry Boy 1 claim belonged to us. Therefore, the only production record kept was for the Jerry Boy 1.

I would be pleased to furnish any other detailed information you deem necessary.

Very truly yours,

SHATTUCK DENN MINING CORPORATION

/s/ John A. Moss

John A. Moss
Secretary-Treasurer

JAM:mn

Mv[illegible]rm 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
10/21	Talbot	800
10/21	Murphy	~~500~~
10/21	on leave	500
	Selfridge	120
10/21	Johnson	110
10/21	Fenn	100
		220

OCT 21 1963

Vitro Chemical Company
600 West 33rd South Street
Salt Lake City 15, Utah

Attention: Mr. James D. Moore
Manager, Western Operations

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

Gentlemen:

The matter of royalty payable to the Government on production from certain claims which overlap those under the referenced contract has been the subject of our letters of April 29, May 6, June 21, and July 22, 1963, and your Company's replies of May 1, June 19, July 16, and July 31, 1963. Enclosed with your July 16 reply was a check for $22.37, which amount you stated "represents royalties due as per our calculations on production from the area of these claims in dispute and covered by this contract."

This payment of royalty was documented by your Liquidation No. 60/10-4 covering the shipment during October 1960 from the Jerry Boy claim of three lots aggregating 178.428 dry tons on which gross proceeds of $1,491.66 were received by Radium Hill Uranium, Inc. and Shattuck Denn Company. Further investigation, however, has disclosed that production from the portion of the Jerry Boy 1 claim overlapping the Simon J. 1 claim was considerably greater than 178 tons.

Our findings are that a total of 3,687 tons of ore valued at $54,429.98 was shipped from the Jerry Boy 1 claim by the Shattuck Denn Company. Calculations of the square feet of openings, as shown on a map of the underground operations of the Newell Mine, indicate that such areas on the Simon J. 1 claim represent about 76.02 percent of total area of openings on the Jerry Boy 1 claim. On this basis, it is estimated that 2,803 tons of ore valued at $41,377.67 was shipped from the Simon J. 1 claim.

It is recognized that all of the openings shown on the map may not be in ore, but calculations on the basis of areas traversed appear

43683

to be the only means presently available to the Government in estimating, in accordance with Article 8(h) of the contract, the amount of royalty on unreported production. Accordingly, the royalty delinquently due to the Government is computed, as follows:

	Percent	Tons	Proceeds
Actual, Jerry Boy 1	100.00%	3,687	$54,429.88
Estimated, Simon J. 1	76.02%	2,803	41,377.67
Reported, Simon J. 1		178	1,491.66
Unreported, Simon J. 1		2,625	39,886.01
Royalty due @ 5%			1,994.30

Your prompt remittance of $1,994.30 is solicited.

Sincerely yours,

George Fumich, Jr.

(pl)

Director

EDTalbert/mm
10/21/63
cc: Director's Reading File
Region III
Docket
CA&A Division

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Building 20 - Federal Center
Denver 25, Colorado

10/18	Utah	800
		720
10/21	Murphy	500

October 16, 1963

Memorandum

To: George C. Selfridge, Chief
Division of Field Operations, OME
Washington 25, D. C.

From: Acting Field Officer, OME, Region III

Subject: DMEA-3620 (Uranium)
Contract Idm-E792
Uranium Prospectors Company, Ltd.
(Dede, et al., Claims)
Emery County, Utah

This responds to your memorandum dated October 8, 1963, on the subject contract. I telephoned Mr. D. M. Hillis and he informed me that he and Frank Hovis met with Mr. Dave Rowland during the week of September 16, 1963.

Mr. Rowland proposed a lease to Four Corners Oil and Minerals Company of the Dede, et al., Claims that was unsatisfactory to Mr. Hillis because the proposed royalties were too high.

Mr. Hillis did not state what further action his company would take. In fact, Mr. Hillis was very cagey concerning the whole matter.

It appears to me that your computation of royalty is fair and just. I am not qualified to judge the legal aspects of this case but it irks me to see Mr. Rowland, in effect, be free of all blame.

Hugh M. Connors

Hugh M. Connors

Re: DM[redacted]-3620 Proposed reply to Connor's 9/12/63 memos.

(1) In par. 2, reference should be made to authority for computation, i.e. last sentence of Art. 8(h).

(2) In par. 2, can we justify 5% overall royalty when the one shipment for which royalty was paid earned only 1½% royalty (see Vitro ltr. 7/31/63)?

(3) In par. 3 delete last half of 1st sentence. What about AEC

(4) In par. 3, 2nd sentence, change "find" to "prime" and add "as surety" after "responsibility"; also change "Uranium" to "Chemical".

(5) To par. 3 add another sentence: "Accordingly, we propose to demand payment of $ _____ ($ _____ less par. 3? heretofore paid) from Vitro.

(6) To par. 4 add "Please advise ~~advise~~ us of the results of your conversation with Mr. Hillis. Also comments on our

(over)

computation and proposed action will be appreciated."

Talbert
10/7/69

PS: We shouldn't let this get too cold before making demand on Vitro. Last correspondence with Vitro was ltr 7/31/69 ltr.

PMEU-3670

U have numerous means by which then we assume to show
(2) on my part expectations.
Bailey
10/8/69

Calculations results in over 5% on defense.

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
10/8	Murphy	500
10/8	Online	500
10/8	Talbitt	800
	GCS	130
10/8	Johnson	110
	Stamb	100
		220

OCT 8 1963

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Field Operations

Subject: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-Z792

With reference to the question raised in your memorandum of September 12, we have calculated the square feet of openings on the Jerry Boy 1 claim as shown on the Newell mine map you forwarded. Based on plan area the work on the Simon J. 1 claim represents 76.02 percent of the area.

Shattuck Denn Company's letter of July 24, 1963, states that it shipped 3,687 tons of ore valued at $54,429.98 from the Jerry Boy 1 claim. Although all the openings shown on the map may not be in ore, the areas traversed are about the only basis we can use; therefore, it is estimated that 2,803 tons of ore valued at $41,377.67 was shipped from the Simon J. 1 claim. The Government's 5 percent royalty on this ore would amount to $2,068.88. The Government has the right to make this estimate under the terms of Article 8(h) of the contract.

Mr. Dave Rowland signed a Consent to Lien dated April 9, 1955, covering the thirteen (13) claims listed in the subject contract. However, the prime responsibility as surety for payment rests with Vitro Chemical Company, the purchaser of 100 percent of Uranium Prospectors Company stock in early 1955. Accordingly, we propose to demand payment of $2,068.88, less $22.37 royalty paid by Vitro Chemical Company on July 31, 1963.

Possibly before taking any action in this matter you might contact Mr. D. M. Hillis as suggested in Mr. Hovis' letter of September 9, 1963. Please advise us of the results of your conversation with

43683

Mr. Hillis. Also, comments on our computation and proposed action will be appreciated. You will note we used 5 percent royalty whereas the previously mentioned royalty paid by Vitro was calculated at 1½ percent.

We have made copies of the Shattuck Denn Company, Newell mine map and, as requested, are enclosing the map you forwarded.

George C. Selfridge

Enclosure

FMMurphy/mm
10/8/63
cc: Director's Reading File
Review Committee
Docket
Code 500

UNITED STATES
ATOMIC ENERGY COMMISSION
GRAND JUNCTION OFFICE
GRAND JUNCTION, COLORADO

AMC

IN REPLY REFER TO:
PTS:MEC

September 30, 1963

OME
DEPARTMENT OF THE INTERIOR
OCT 2 1963
REGION III
DENVER, COLORADO

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

DATE		CODE
10/7		800
	Murphy	500

Mr. Hugh M. Connors
Acting Field Officer, OME
Dept. of the Interior
Office of Minerals Exploration
Bldg. 20, Federal Center
Denver 25, Colorado

Dear Mr. Connors:

The long delay in replying to your letter of September 4, regarding DMEA 3620, Uranium Prospectors Company, Ltd., was caused by an unexplainable delay in obtaining the enclosed photostat of mine workings.

The map I am forwarding carried a date of December 12, 1961, and although a few shipments were made from the property after this date, we feel that the extent of the workings remained essentially as shown. If we can be of further assistance, please feel free to write to us.

Yours very truly,

Allan E. Jones
Manager

Enclosure:
Cy of mine map

Original to W.O. 10-3-64 AMC

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Building 20 - Federal Center
Denver 25, Colorado

OFFICIAL FILE COPY
RECEIVED

DATE		
9/19	Talbot	800
		720
	Murphy	500

September 12, 1963

Memorandum

To: George C. Selfridge, Chief
Division of Field Operations, OME
Washington 25, D. C.

From: Acting Field Officer, OME, Region III

Subject: DMEA-3620 (Uranium)
Contract Idm-E792
Uranium Prospectors Company, Ltd.
(Dede, et al., claims)
Emery County, Utah

In the last mail today I received the attached letter from Mr. Hovis dated September 9, 1963. This might be an important letter so I am sending you the original.

I will appreciate receiving your thoughts concerning what I should do about the last paragraph in Mr. Hovis' letter. Will you please advise.

?

Hugh M. Connors

Hugh M. Connors

Attachment

Building 20 - Federal Center
Denver 25, Colorado

September 12, 1963

Mr. Frank Hovis
c/o Four Corners Oil and Minerals Company
Green River, Utah

Re: EMEA-3620 (Uranium)
Contract Idm-E792
Uranium Prospectors Company, Ltd.
(Dede, et al., claims)
Emery County, Utah

Dear Mr. Hovis:

Thank you for your letter of September 9, 1963 regarding the Jerry Boy No. 1 claim.

Next time I am over your way I will surely look you up.

Best personal regards,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

cc Chief, Division of Field Operations, OME
Royalty Corres. E792
Chron
HMC/lm

Four Corners Oil & Minerals Co.

1700 BROADWAY
ALPINE 5-0387
DENVER 2, COLORADO

Green River, Utah
Sept. 9, 1963

Mr. Hugh M. Connors
Acting Field Officer, OME
Region III
Denver 25, Colorado

OME
DEPARTMENT OF THE INTERIOR
SEP 12 1963
REGION III
DENVER, COLORADO

Re: DMEA-3620 (Uranium)
Contract Idm-E792

Dear Mr. Connors:

I acknowledge your 7-26-63 and 8-19-63, and apologize for my delay in answering same. With the ending of the assessment year and the fact I still haven't had time to take my vacation I'm sure you understand the delay.

I have a copy of the Shattuck-Denn mine and the tonnage figures you give, do seem to be realistic. I must admit that I was NEVER in this east end of the mine, but through general conversations and visual observations of their work maps, I would be satisfied that the maps made public are reasonably accurate.

Shattuck-Denn's foreman and also one of their former employees has told me that the ore strata was normally of higher grade, but that due to a bad clay condition on top of the ore, it was impossible to keep the ore clean. That should account for the lower than average value of ore from this area.

The Shattuck*Denn shaft is located on the Jerry Boy-1 Claim, but their big stope was mined entirely on the Little Lil Claim. Our map does show that a small stope was mined to the Southwest of the shaft, in the area of holes XX2, X-28, and X-29. However, I am sure this area was free of conflict, and was not affected by the DMEA loan on the DEDE group of claims.

For your general knowledge, I hope to meet with Mr. Dave Rowland during the week of Sept. 16, 1963. Mr. Rowland phoned me on August 19, 1963 and opened the door for settlement of the conflict between his claims and Four Corners Oil & Minerals Co. claims. You may wish to call Mr. Donuil M. Hillis at our Denver office, Al 5-0387, after Sept. 23rd, and I am sure he will ad vise you if there is any chance of settling this conflict.

Very truly yours,

Frank Hovis

Frank Hovis

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Building 20 - Federal Center
Denver 25, Colorado

OFFICIAL FILE COPY
RECEIVED
DATE
September 12, 1963 800
9/17 120
Murphy 500

Memorandum

To: George C. Selfridge, Chief
Division of Field Operations, OME
Washington 25, D. C.

From: Acting Field Officer, OME, Region III

Subject: DMEA-3620 (Uranium)
Contract Idm-E792
Uranium Prospectors Company, Ltd.
(Dede, et al., claims)
Emery County, Utah

Under separate cover I am forwarding you a Shattuck-Denn Newell Mine map loaned to me by Al Dearth. This map indicates that almost all of the ore credited to the Jerry Boy No. 1 claim came from the Simon J. No. 1 claim which was subordinated to DMEA. The big stope mentioned by Frank Hovis was west of Newell shaft on the Little Lil claim.

I have had no reply from AEC or Frank Hovis to my letters requesting information on the Jerry Boy No. 1 claim and I doubt that I will because they will fear becoming involved. This Shattuck-Denn map may be valuable to us and you may wish to make copies.

Please return AL Dearth's map to this office so I can send it back to him.

Hugh M. Connors

Hugh M. Connors

500 —
Pls. make copies. We may require them if some is referred to AEC
Talbert

Building 20 - Federal Center
Denver 25, Colorado

September 12, 1963

Mr. Al Unearth, Geologist
Atlas Minerals
P. O. Box 483
Moab, Utah

Dear Al:

Thank you for the use of your map showing the Jerry Boy No. 1 claim. I hope to return it to you at an early date.

Kindest personal regards,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

cc Chief, Division of Field Operations, OME
Royalty Corres. Idm E792
Chron
HMC/lm

ATLAS MINERALS
DIVISION OF ATLAS CORPORATION
URANIUM REDUCTION COMPANY
P. O. BOX 488
MOAB, UTAH

September 10, 1963

OME
DEPARTMENT OF THE INTERIOR
SEP 11 1963
REGION III
DENVER, COLORADO

Mr. Hugh M. Cornnors
Acting Field Officer, OME
Building 20, Federal Center
Denver 25, Colorado

Dear Hugh:

I hope this map will be of some use to you.

Please return it after you are through with it.

Best personal regards,

Al Dearth
Geologist

AD/bj

Enclosure

Building 20 - Federal Center
Denver 25, Colorado

OFFICIAL FILE COPY
O. M. E
RECEIVED SEP 9 1963

DATE	INITIALS	CODE
9/9		800
9/9		520
		220

September 4, 1963

Mr. Allan E. Jones, Manager
United States Atomic Energy Commission
Grand Junction Office
Grand Junction, Colorado

Re: DMEA-3620 (Uranium)
Contract Idm-E792
Uranium Prospectors Company, Ltd.
(Dede, et al., claims)
Emery County, Utah

Dear Mr. Jones:

Will you please advise if there are stopes shown on your map of the Jerry Boy No. 1 claim other than the one east of the Shattuck Denn shaft.

As you know, this shaft is now inaccessible but we do know the tonnage of ore shipped from the Jerry Boy No. 1 claim and what we are trying to determine is whether or not there were other stopes on this Jerry Boy No. 1 claim other than the stope east of the shaft.

Will you please advise.

Sincerely yours,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

cc Chief, Division of Field Operations, OME
Royalty Corres Idm-E792
Chron
HMC/lm

Building 20 - Federal Center
Denver 25, Colorado

OFFICIAL FILE COPY
O. M. E
RECEIVED SEP 9 1963
DATE | NUMBER | CODE
9/9 | 400 | 800
9/9 | Monthly | 320
320

September 4, 1963

Mr. A. E. Dearth
Atlas Minerals Corporation
Box 488
Moab, Utah

3620

Re: ~~DMEA-3767 (Uranium)~~
~~Contract Idm-2877~~
~~Uranium Prospectors Company, Ltd.~~
~~(Jack Rabbit claims)~~
~~Emery County, Utah~~

Dear Mr. Dearth:

I appreciate very much your long distance call to me in Grand Junction on August 30, 1963.

I well understand the confusion you must have had in moving your maps and records from the Grand Junction Office to Moab, Utah. When you again get organized, I would be happy to know if your map of the Jerry Boy No. 1 claim shows any stopes other than the stope east of the Shattuck Denn shaft.

Whenever you are in Denver I hope you will drop by the office to see us.

Sincerely yours,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

cc Chief, Division of Field Operations, OME
Royalty Corres. ~~E877~~
Chron
HMC/lm

Building 20 - Federal Center
Denver 25, Colorado

OFFICIAL FILE COPY
O. M. E
RECEIVED AUG 22 1963

DATE	INITIALS	CODE
8/22		800
		500
8/22		
		220

August 19, 1963

Mr. Frank Hovis
c/o Four Corners Oil and Minerals Company
Green River, Utah

Re: BMEA-3620 (Uranium)
Contract Idm-E792
Uranium Prospectors Company, Ltd.
(Dade, et al., claims)
Emery County, Utah

Dear Mr. Hovis:

I have had no reply to my letter to you dated July 26, 1963, and I am wondering if you have been on vacation.

The Shattuck Denn Company informed us that they shipped 3,687 tons of ore having a value of $54,429.98 from the Jerry Boy 1 claim and what I am trying to determine is from what stope or stopes this ore was produced?

Any help you can give me on this will be greatly appreciated.

Sincerely yours,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

cc Chief, Division of Field Operations, OME (2)
Royalty Corres Idm-E792
Chron
HMC/lm

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
8/5	Talbert	800
8/5	Murphy	500
	Durand	500
8/5	Johnson	130
	[illegible]	110
9	Fuch	100
		220

AUG 5 1963

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Field Operations

Subject: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

Enclosed for your information and files is a copy of Vitro Chemical Company's July 31 reply, together with an enclosed liquidation sheet no. 60/10-4, to our letter of July 22.

It appears from the correspondence we have had with Vitro, in particular the second paragraph of its June 19 letter and the first paragraph of its July 16 letter, that only this single shipment of 178.428 dry tons was produced from the overlap area. This is the same shipment referred to by Mr. Rowland in the fourth paragraph of his May 30 letter as the "initial" shipment from the overlap area. The following paragraph of Mr. Rowland's letter, however, states that the "next" ore was removed from the overlap area during the 1961 summer.

There is an apparent conflict between Vitro's position and both Mr. Rowland's statement regarding additional production and the Shattuck Denn Company's July 24 advice that 3,687 tons of ore were shipped from the Jerry Boy 1 claim. Accordingly, we are withholding further action in the matter pending receipt of a reply to your July 26 inquiry addressed to Four Corners Oil and Minerals Company and your recommendations.

George C. Selfridge (gla)

Enclosure

EDTalbert/ama 8-5-63

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

43683

Building 20 - Federal Center
Denver 25, Colorado

OFFICIAL FILE COPY
O. M. E
RECEIVED JUL 29 1963

DATE	INITIALS	CODE
7/29		500
7/29	Murphy	500
July 26, 1963		
		210

Mr. Frank Hovis
c/o Four Corners Oil and Minerals Company
Green River, Utah

Re: DMEA-3620 (Uranium)
Contract Idm-E792
Uranium Prospectors Company, Ltd.
(Dede, et al., claims)
Emery County, Utah

Dear Mr. Hovis:

I wish to again thank you for your help in guiding me around the captioned area and adjacent areas which are so well-known to you. Since my return to this office there are several more questions on which I have no answer and am wondering if you will help me.

1. I have a map which shows that the Shattuck Denn shaft is on the Jerry Boy 1 claim. Is that correct?

2. My map shows a lenticular shaped stope a short distance east of the Shattuck Denn shaft in an area covered by Simon J 1, Simon J 2, and Jerry Boy 1 claims, the ore body having been in the area formerly in dispute. I feel sure that you have been in this stope and it is shown on your map. Because the stope is now inaccessible and I have never seen it, I wonder as to its size. Would you say that a fair estimate of the tonnage and value of ore removed from this stope would be approximately 3687 tons of ore, with an average value of $14.75 per ton?

3. As I remember, you told me that Shattuck Denn's big stope was west of the shaft. Would any part of that big stope have been on the Jerry Boy claim?

4. Does your map show any other stopes on the Jerry Boy 1 other than the one shown east of the Shattuck Denn shaft?

Enclosed is a self-addressed, franked envelope and I will appreciate very much your early reply.

Sincerely yours,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

Enclosure

cc Chief, Division of Field Operations, OME
Royalty Corres. Idm-E792
Chron

HMC/lm

SHATTUCK DENN COMPANY
120 BROADWAY
NEW YORK 5, N. Y.

OME
DEPARTMENT OF THE INTERIOR
JUL 25 1963
REGION III
DENVER, COLORADO

July 24, 1963

Mr. Hugh M. Connors, Acting Field Officer
U. S. Department of Interior
Office of Minerals Exploration
Building 20 - Federal Center
Denver 25, Colorado

Re: DMEA - 3620 (Uranium) Contract idm-E792
Uranium Prospectors Company, Ltd.
(Dede, et al, Claims) Emery County, Utah

Dear Mr. Connors:

In reply to your letter of July 19, 1963, our records show that 3,687 tons of ore, having a value of $54,429.98, were shipped by our Company from the Jerry Boy 1 claim.

Yours very truly,

SHATTUCK DENN COMPANY

John A. Moss

John A. Moss
Vice President

JAM:lp

Copy to Selfridge

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
		220

July 22, 1963

Memorandum

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

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

Subject: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

Enclosed for deposit to the subject DMEA account under symbol 14X4401 as a royalty receipt is check no. 0362, dated July 16, 1963, and drawn by Vitro Chemical Company in the amount of $22.37 on its Salt Lake Operating Account with the Walker Bank & Trust Co., Salt Lake City, Utah.

The check apparently represents a 1½% royalty on $1,491.66 gross proceeds on 178.428 dry tons of .14428% of U3O8 ore produced in October 1960 from certain claims which overlap those under the subject contract.

Enclosure

EDTalbert/ama 7-22-63

cc:
Docket
Director's Reading File
CA & A Division
Region III

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
7/22	Talbert	800
7/22	Murphy	500
	on leave	500
	Selfridge	120
7/22	Johnson	110
	Fumich	100
		220

Vitro Chemical Company
600 West 33rd South Street
Salt Lake City 15, Utah

JUL 22 1963

Attention: Mr. James D. Moore
Manager, Western Operations

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

Gentlemen:

Receipt is acknowledged of your check for the amount of $22.37, which your transmittal letter of July 16 states represents your calculation of the royalty due on production from the disputed areas of the claims under the referenced contract. No copy of your calculation, however, accompanied the check.

Your June 19 letter in regard to this matter stated, in part, "our records show that 178.428 dry tons containing 514.86 pounds U_3O_8 (0.14428% U_3O_8) were produced. Accordingly, the gross proceeds, including base price and development allowance on the sale of this ore were $1,491.66". It is assumed, therefore, that your remittance represents a 1½% royalty on October 1960 production sold in the form of "ore" having an average value of $8.36 a ton. In confirmation, your submission, in accordance with Article 8(h) of the contract, of two copies of the pertinent settlement sheet is solicited.

The second paragraph of your July 16 letter states that, inasmuch as Vitro has released the claims, further royalties will be paid by Mr. David Rowland. Even though Vitro may have released the claims, the Government cannot release Vitro from its obligations under the referenced contract, Article 8(b) of which provides that Uranium Prospector's Company, Ltd. (i.e., Vitro Chemical Company, as successor by merger), as principal if the producer or as surety if not the producer, shall pay the Government's percentage royalty on all production from the land under the contract.

Sincerely yours,

George Fumich, Jr.

Director

EDTalbert/ama 7-22-63

cc:
Docket
Director's Reading File
CA & A Division
Region III (w/cy of inc. ltr.)

43683

Building 20 - Federal Center
Denver 25, Colorado

July 19, 1963

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUL 22 1963

DATE	INITIALS	CODE
7/22	[illegible]	800
7/24	Murphy	500
		220

Shattuck Denn Company
317 Main Street
Grand Junction, Colorado

Re: DMEA-3620 (Uranium)
Contract Idm-E792
Uranium Prospectors Company, Ltd.
(Dede, et al., Claims)
Emery County, Utah

Gentlemen:

Will you please advise the quantity and value of ore sold by your company from the stope east of the Shattuck Denn shaft in the area which was formerly in dispute on the Simon J 1, Simon J 2, and Jerry Boy 1 claims.

Your early reply will be appreciated.

Sincerely yours,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

cc Chief, Division of Field Operations, OME
Royalty Corres. E792
Chron
HMC/lm

CHEMICAL COMPANY
A SUBSIDIARY OF VITRO CORPORATION OF AMERICA
600 WEST 33RD SOUTH STREET · SALT LAKE CITY 15, UTAH · INGERSOLL 4-8001

OFFICIAL FILE COPY
O. M. E
RECEIVED JUL 19 1963

DATE	INITIALS	CODE
7/22		800
		500

July 16, 1963

Mr. George Fumich, Jr.
Director
U. S. Department of the Interior
Office of Minerals Exploration
Washington 25, D. C.

Dear Mr. Fumich:

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

In accordance with our recent correspondence I am enclosing our check for $22.37 to cover royalty payments under the subject contract. This represents royalties due as per our calculations on production from the areas of these claims in dispute and covered by this contract.

As you know, Vitro has released the claims to the original owner and further royalties will be paid by the property owner Mr. David Rowland, in accordance with our lease and the subordination agreement, and the consent to lien.

Please advise us if you have any further questions or comments relative to this situation.

Yours very truly,

VITRO CHEMICAL COMPANY

James D. Moore

James D. Moore
Manager, Western Operations

JDM/er
Enclosure: Ck. #0362

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
500	Murphy	7/10
500	Kurwitz	
800	Talbert	7/10
130	Selfridge	
110	Johnson	7/11
100	[illegible]	
220		

JUL 11 1963

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Field Operations

Subject: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

With regard to your memorandum of July 1, 1963, relating to the condition of the stoped area in question, it appears that a visual estimate of the ore removed will be impossible.

Vitro Chemical Company in its letter of June 19, 1963, promised to submit the production figures for this area. However, it is suggested that in the meantime you contact Shattuck-Denn on an informal basis as to the quantity and value of the ore it produced from the area. We could then use this information as a check for the figures Vitro submits.

George C. Selfridge (gla)

FMMurphy/ama 7-10-63

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

43683

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Building 20 - Federal Center
Denver 25, Colorado

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

DATE	INITIALS	CODE
7/5		800
		120
Received		500
Murphy		500

July 1, 1963

Memorandum

To: George C. Selfridge, Chief
Division of Field Operations, OME
Washington 25, D. C.

From: Acting Field Officer, OME, Region III

Subject: DMEA-3620 (Uranium)
Contract Idm-E792
Uranium Prospectors Company, Ltd.
(Dede, et al., Claims)
Emery County, Utah

This responds to Mr. Fumich's letter of June 12, 1963 on the subject contract.

I inspected this property on June 26, 1963 in the company of Frank Hovis, Mine Superintendent, for the Four Corners Oil and Uranium Company. We visited the Shattuck-Denn shaft on the Jerry Boy claim. Access to the stope in question would have to be through this shaft which has not been in operation for more than a year. Only the headframe of the surface plant remains and the shaft contains 50 feet of water. The stope in question is flooded and if not caved now would be as soon as the water is withdrawn, according to Mr. Hovis. *

Mr. Hovis stated that the Dede et al. claims, subordinated under this contract, have been restaked by his company as Vanura claims. These new Vanura claims will have no AEC allotment at the present time and Mr. Hovis stated that his company would very much like to obtain a quick claim deed from Mr. Rowland so they could sell the ore which they know is on these claims at the present time instead of waiting until after 1966. Mr. Hovis also stated that his company would rather pay the Government 5 percent royalty on the ore they produce rather than pay lawyers to fight Mr. Rowland in court. He also stated that his company has definite proof that Mr. Rowland did not do his assessment work on these claims and he is sure that his company could beat Mr. Rowland in court.

Hugh M. Connors
Hugh M. Connors

* The question still remains as to quantity and value of ore removed from overlap area. Why doesn't Connors look Shattuck-Denn? Selbert 7/5/63

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
7/10	Talbert	800
7/10	Murphy	500
	[illegible]	500
	Selfridge	120
7/11	Johnson	110
7/	[illegible]	100
		220

JUL 1 1 1963

Mr. David A. Rowland
3950 Los Feliz Boulevard, Apt. 210
Los Angeles 27, California

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

Dear Mr. Rowland:

The information furnished by your July 8 letter in response to our June 7 inquiry is appreciated.

The Vitro Chemical Company, as successor by merger to the Uranium Prospectors Company, Ltd., has promised to investigate the matter of royalty due to the Government on production from property under the referenced contract. Accordingly, further action in this matter is being withheld pending further word from Vitro.

In regard to your request for comments concerning the activities of Four Corners Uranium Company on the claims under the contract, it would appear that this is a matter between you and Four Corners. Our information was only hearsay. For that reason our April 29 letter specifically requested your "confirmation or correction".

Sincerely yours,

George Fumich, Jr.

Director

EDTalbert/ama 7-10-63

cc:
Docket
Director's Reading File
CA & A Division
Region III (w/cy inc. ltr.)

43683

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUL 10 1963

DATE	INITIALS	CODE
7/10	[illegible]	800
		500

DAVID A. ROWLAND
3950 Los Feliz Boulevard, Apt. 210
Los Angeles 27, Calif.

July 8, 1963

Mr. George Fumich, Jr., Director
Office of Minerals Exploration
U. S. Department of Interior
Washington 25, D. C.

Dear Mr. Fumich:

This will acknowledge receipt of your letter of June 7, 1963. The delay in delivery to me resulted from my recent move to Los Angeles. I will be happy to supply you with additional information to help clarify the problem of a DMEA payment resulting from the settlement I accepted from the Shattuck-Denn Company last October. I understand very well your desire to protect the government's interest in collecting any royalty that becomes due. However, it appears to me that the issue resolves around the simple fact that no royalty was ever paid to me from the claims contained in Contract Idm-E 792.

Let us first discuss the reported shipment from the overlap area that occurred in the Fall of 1960. Radium Hill Uranium Inc. had an assignment on my lease to the MRB Mining Company dated February 20, 1960 and were proceeding with development when MRB was acquired by the Shattuck-Denn Company on June 3, 1960. During the Summer and early Fall, a conflict arose between Radium Hill and Shattuck-Denn who were operating from the same shaft, but on different levels. Upon my return from a business trip in Algiers in November, 1960, I learned that Radium Hill had withdrawn from their mining operations as a result of aggravated working conditions arising from the Shattuck-Denn people, some of which was evidently intentional.

During these months my lease called for a $200 minimum monthly royalty payment payable on the first of each month. On December 6, 1960, I cancelled the above mentioned lease for a lack of receiving a royalty payment. Up to that time I had never received any direct evidence that a shipment of ore had resulted from the claims contained in the Contract Idm-E792, some of which were contained in the MRB lease of February 20, 1960. I had heard, however, that some ore had been removed from the overlap area that was mixed with some high grade ore taken from the adjacent Jerry Boy claims belonging to Shattuck-Denn. I had never been supplied with a settlement sheet or any other factual evidence that such a shipment had occurred from my lease to MRB. Incorporated in this lease is the statement that Vitro is to make all payments directly to the Lessee and the Lessor and that 5% shall be deducted from the royalty to be paid to the Lessor and paid in reduction of the outstanding DMEA loan. Accordingly, in an effort to establish if an ore shipment did occur from my property, I wrote a letter to Mr. R. B. Coleman, the ore buyer for Vitro, to verify this fact. The response was the January 30, 1961, letter which you cited in your June 7, 1963 letter to me in which I finally learn that apparently there had been a shipment from the overlap area as indicated by Mr. Coleman. Yet, [redacted] further inquiries to secure a settlement sheet from

Mr. Coleman have not been fulfilled.

During the course of the trial preparation I saw an unsigned settlement sheet which was supposed to have accompanied a Radium Hill ore shipment from the "Jerry Boy" claims dated about the time shipment from the overlap area occurred. Other than this, I have no information that leads me to believe that ore was shipped from the claims contained in the Contract Idm-E792. If Vitro withheld paying the 10% royalty of $123.32 as suggested by Mr. R. B. Coleman in his letter of January 30, 1961, then let him produce a mill record of the shipment. Obviously it was not proper for Vitro to take it upon themselves to withhold a royalty payment, if such was due, since I would then not be informed as to how much should be forwarded in reduction of the DMEA loan. Vitro was not obliged to pay the DMEA loan except that they were directed to make payments according to the terms contained in the lease which included a 5% to be paid in reduction of the DMEA loan. If they preferred to pay me the full 10% and let me pay the government's share, then why was this not done. If Vitro can produce the appropriate mill run receipts for the reported shipment attributed to the claims contained in the Contract Idm-E792, then I will promptly fulfill my obligation to your office.

Inasmuch as the settlement with Shattuck-Denn did not entail a royalty payment, it hardly appears that I am obliged to pay a royalty in reduction of the DMEA loan. In an effort to clarify the issues more clearly, I will present the following history connected with my transactions with the MRB organization.

Upon discussing the lease terms with Mr. Magor which ultimately resulted in the lease referred to earlier bearing the date of February 20, 1960, the issue of ownership of the overlap area was thoroughly reviewed. It was finally agreed that I would receive a royalty on the overlap area, and in return I would reduce my royalty demands on the remaining portion of the claims. You will note that the government was to gain by this move since as it turned out, the issue of "prior discovery" would have placed MRB in an extremely strong position if a controversy over ownership ever went into litigation. According to Mr. Magor, when I cancelled the lease on December 6, 1960, I also cancelled his agreement to pay royalty on the overlap.

The basis of my case was that the overlap agreement was binding beyond the life of the lease, while MRB and, subsequently, Shattuck-Denn contended the agreement held only so long as the lease was in effect. I was able to secure an out-of-court settlement on the basis of two important, yet unrelated factors, both of which had no bearing on any ore mined or royalty payment obligations. Firstly, any trial is very expensive, particularly during court proceedings. Hence, Shattuck-Denn could save money by paying a small settlement. But more important was their desire to not tip their hand on a pending trial they were contemplating which involved some previous Shattuck-Denn employees. As a consequence, Shattuck-Denn was eager to close the trial before alerting the individuals involved through continued testimony. It hardly seems appropriate that I should pay a royalty on these extenuating circumstances.

I hope the above will supply you with sufficient information to discharge your responsibility of collecting any royalty due under Contract Idm-E792. It

appears to me your problem should be easily solved by requesting settlement sheets from Vitro on any ore shipped from any lease or operation involving the claims contained in Contract Idm-E792. Vitro is well aware of the DMEA lien on these claims since they purchased this property from the original Lessee - the Uranium Prospectors Co. Ltd. - in April, 1956. Moreover, during the time of the MRB lease, as well as today, Vitro holds a first refusal of ore shipped from these claims.

I will greatly appreciate receiving complete answers to questions and other comments concerning the Four Corners Uranium Company's activities contained in my May 30, 1963 letter.

Very truly yours,

David A. Rowland

David A. Rowland

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
	Talbert	800
6/21	Murphy	500
6/21	[illegible]	120
"	Johnson	110
"	Fumich	100
		220

JUN 21 1963

Vitro Chemical Company
600 West 33rd South Street
Salt Lake City 15, Utah

Attention: Mr. James D. Moore
Manager, Western Operations

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

Gentlemen:

The information furnished in your June 19 reply to our May 6 letter, regarding production from the land under the referenced contract, is appreciated. In accordance with your request for a copy of the original document in the matter, a thermofax copy of Exploration Project Contract, together with a copy of Annex I describing the land thereunder, is enclosed.

It is hoped that these documents will be of assistance in your appraisal of the situation and that your accounting for production and payment to the Government of the royalty due thereon will be furnished promptly.

Sincerely yours,

George Fumich, Jr.
Director

(pl)

Enclosures

EDTalbert/cac 6/21/63
cc: Director's reading file
CA & A Division
Region III (w/c incoming letter)

43683

Vitro CHEMICAL COMPANY
DIVISION OF VITRO CORPORATION OF AMERICA
600 WEST 33RD SOUTH STREET · SALT LAKE CITY 15, UTAH · INGERSOLL 7-5414

JAMES D. MOORE
MANAGER, WESTERN OPERATIONS

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUN 21 1963

DATE	INITIALS	CODE
		800
		500

June 19, 1963

Mr. George Fumich, Jr.
Director
U. S. Department of the Interior
Office of Minerals Exploration
Washington 25, D.C.

Dear Mr. Fumich:

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

In response to your letter of May 6, 1963, we are in the process of appraising the status of the referenced contract. Since we are successors to Uranium Prospectors Company, Ltd., this has been somewhat laborious and time consuming, and we have further work to complete. Much of the information has been transferred to permanent files and is difficult to locate. In fact, we are unable to locate our copy of the original loan document and would appreciate it if another copy could be supplied from your office. At your convenience, I shall very much appreciate your forwarding an appropriate copy for our use. Your various communications on this subject have been very helpful in clarifying this situation for us and we have a better understanding of our obligation.

In reference to your request for an accounting of the Shattuck Denn production from the overlap area, our records show that 178.428 dry tons containing 514.86 pounds U_3O_8 (0.14428% U_3O_8) were produced. Accordingly, the gross proceeds, including base price and development allowance, on the sale of this ore were $1491.66. This was produced and delivered in October of 1960, and there has been no production from the overlap area since the execution of the March 21, 1962, lease between Shattuck Denn and Vitro on the adjoining property.

Though we have no confirmation, we understand that Four Corners Oil & Minerals Co. has relocated claims subject to this exploration contract.

We hope to clear up these matters with owners of the claims and reconcile payment of royalties to the Government. You may expect to hear further from us as soon as we can complete this work.

Very truly yours,

VITRO CHEMICAL COMPANY

James D. Moore

James D. Moore
Manager, Western Operations

JDM:dw

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
6/11	Selfridge	120
6/11	Murphy	500
6/11	Talbott	800
"	Johnson	110
"	Swart	100
		220

JUN 12 1963

Memorandum

To: Acting Field Officer, Region III

From: Director, Office of Minerals Exploration

Subject: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

Reference is made to the recent correspondence relating to delinquent royalties on the overlap area of the subject property.

Seemingly, progress has been slow through correspondence. The property was last inspected February 25, 1959, and to hasten the matter of settling the royalty accounts should probably be inspected as suggested in our memorandum of April 25, 1963. Before anything legally can be done concerning the delinquent royalty, we must have some detail concerning production from the overlap area. Therefore, it is suggested that the property be visited at the earliest feasible opportunity to determine the accessibility of the mine workings and the possibility of estimating the possible past production.

George Fumich, Jr.

GCSelfridge/gla (6-11-63)
cc to: Director's Reading File
Docket
G. C. Selfridge
Code 500

23263

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
6/6	[illegible]	800
6/6	[illegible]	800
6/7	[illegible]	500
	[illegible]	120
6/7	[illegible]	110
	[illegible]	[illegible]
		220

JUN 7 1963

Mr. David A. Rowland
Box 3927
Stanford, California

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

Dear Mr. Rowland:

The advice furnished in your May 30 reply to our inquiry of April 29 is appreciated but does not fully satisfy our requirements.

Our letter of April 29 and previous letters have been for the purpose of ascertaining sufficient information to enable us to discharge our responsibility of collecting any royalty due to the Government on the value of production from any of the land under the subject contract. Your assistance in this matter was solicited for the reason that when the contract was executed it was represented that you and Andrew G. McDermott were the owners of the claims and that you, in apparent good faith, executed a Consent to Lien dated April 9, 1955, granting to the Government a lien upon all of your right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract.

In the fourth paragraph of your letter of May 30 you state that the initial shipment from the overlap area was made in late 1960 when the property was leased to Shattuck-Denn and operated by Radium Hill Uranium Co. and that the value of the shipment amounted to $1,233.20. On the other hand, according to a letter dated January 30, 1961, to you from Vitro Chemical Company, a copy of which you furnished to our Acting Field Officer on March 17, 1961, the shipment was by M.R. & B. Mining Company. Vitro's letter states that you were not paid a 10% royalty of $123.32 for the reason that such amount did not exceed the $200.00 per month minimum royalty provided in the Lease Agreement dated February 20, 1960. Vitro further stated that the contract did not make it their obligation to pay the DMEA loan.

43683

It would appear that you have been compensated as claim owner for your share of the proceeds from this sale, at the least, and that the Government is justified in demanding payment by you of its appropriate royalty. In addition, it appears that royalty is due to the Government on the production during the summer of 1961, as mentioned in the fifth paragraph of your letter; however, you have not stated the value of such ore.

The October 23, 1962, Stipulation in Case No. 12975 in the District Court in and for the County of Mesa, State of Colorado, indicates that all claims against MKB Mining & Exploration Company had been dismissed, that you received a sum of money from Shattuck-Denn Company, and that certain quit-claim deeds were to be exchanged. While the record available to this office is far from complete, it would seem that the settlement effected by the Stipulation must have disposed of all matters in dispute between the parties arising prior to October 23, 1962, including any production from the overlap area prior to that date.

Request, therefore, is made again for a full accounting for the royalty due to the Government as a result of production from the land described in the Consent to Lien executed by you on April 9, 1955.

Sincerely yours,

George Fumich, Jr.

Director

CEFisher/ama 6-6-63

cc:
Docket
Director's Reading File
CA & A Division
Acting Field Officer, Region III (w/cy of inc. ltr.)

DAVID A. ROWLAND
Box 3927
Stanford, California

OFFICIAL FILE COPY
O. M. E
RECEIVED JUN 3 1963
DATE
6/6 800
500

May 30, 1963

Mr. George Fumich, Jr., Director
Office of Minerals Exploration
U. S. Department of Interior
Washington 25, D.C.

Dear Mr. Fumich:

In response to your letter of April 29 concerning a DMEA Contract Idm-E792 government lien, I shall attempt to answer your queries as well as possible herewith. In order to adaquately explain the problems attached to the litigation with Shattuck-Denn, it would be necessary to discuss the issues in person with you or your representative where maps and other pertinent documents could be reviewed. Nevertheless, I shall answer your questions as they appear in your letter.

It is not correct that I have quit-claimed my interest in the overlap area which resulted in the conflict with Shattuck-Denn. In an effort to once and for all establish the boundary between our properties, we attempted to construct a description that would be understandable and meaningful in the event the issue were ever to be raised again. In this respect, the agreed boundary follows very nearly the pattern of the original staking of my claims as represented on the registered survey of September, 1954. Accordingly, it was necessary for the respective claim owners to quitclaim that area not contained in the prescribed boundaries, but that was previously asserted to be held by both owners. The area involved is not worth writing about, unless of course a conflict should arise and the boundary not settled which could result in another litigation. I doubt that any ore was removed from the respective areas released.

The ore that was shipped was credited to the Shattuck-Denn property because they believed their rights to title by reason of discovery precluded my rights to title by reason of priority. I am advised by counsel that if the issue were to be contested in court, I would lose. Consequently, it does not appear practical that I would be forced to collect payment on something I cannot claim I owned at the time. I am advised that the ore removed from the overlap area was of such poor quality that it was made shipable only by mixing some high-grade ore obtained from another area to make the bulk shipment acceptable to the mill.

The initial shipment from the overlap area occurred in the Fall of 1960 when the property was leased to Shattuck-Denn and operated by Radium Hill Uranium Co. This shipment amounted to $1233.20 but was not credited to the claims under lease, but to the adjacent claims instead. As a consequence, I did not receive a copy of the mill receipts. I might mention that the lease that was in effect at the time directed the mill to deduct 5 percent for reduction of the DMEA loan from any royalty payment. However, this procedure apparently was not followed since the ore was shipped under claims not included in the lease. ?

The next ore removed from the overlap area was mined during the summer of 1961, several months after the lease of Feb. 20, 1960, had been cancelled. Although representatives of the Shattuck-Denn Company were in contact with me several times during the early part of 1961 and were discussing terms of a possible lease, no lease with them was ever consumated. In fact they were stating their opinion that they could claim the overlap area and futhermore, that some recent adverse claims staked on my property could also be proven to be valid. This factor involves a long story pertaining to the rights by discovery. They suggested they could lease the adverse claims instead of my claims, and in fact did just that. However, I am hopeful that I can protect my interest against these claimants for the bulk of the area in question.

This brings up the more recent problem encountered by the Four Corners Company who have maliciously staked a number of claims over my property and have performed drilling to establish discoveries over most of the area contained in the government contract Idm-E792. I do not know how well I can protect these claims where discovery by drilling has not been performed. Moreover, I am unaware of any failure on my part to submit proof of labor affidavits to be recorded as you suggested in your letter. Could you supply me with the source of your information and what year(s) this event occurred.

I am confident that the Four Corners Company would be less willing to try to capture my property if a large concern with enough backing were to acquire interest in my claims. A disturbing situation arises, however, when a major interest observes that conflicting claims appear on a prospect and are often disuaded from persuing their interest for fear of losses resulting from a possible litigation. The recent events of the Four Corners Company have placed my claims in jeopardy merely by their actions, whatever their future intentions may be. I am powerless to fight them in this course of events. Since the governments interest is at stake, cannot the AEC or USBM come to aid in suppressing this deterant to the freedom of enterprise we so cherish in our country. I shall greatly appreciate any comments you may offer regarding this cloud of injustice that prevails over my claims at this time.

Very truly yours,

David A. Rowland

David A. Rowland

Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
5/3	Talbert	800
5/3	Murphy	500
	[illegible]	500
	[illegible]	120
5/6	Shaw	110
5/6	[illegible]	100
		220

MAY 6 1963

Vitro Chemical Company
600 West 33rd South Street
Salt Lake City 15, Utah

Attention: Mr. James D. Moore
Manager, Western Operations

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

Gentlemen:

Receipt is acknowledged of your May 1 reply to our April 29 letter regarding production from certain claims which overlap those under the referenced contract.

The promptness of your response and the information furnished are appreciated. We must reiterate, however, that this overlap area was specifically included in the contract. Furthermore, the contract explicitly provides that Uranium Prospectors Company, Ltd., as principal if the producer or as surety if not the producer, shall pay a percentage royalty to the Government on all production from the land under the contract. As successor by merger, Vitro Chemical Company is obligated to pay the Government's royalty on all production from the land under the contract, regardless of who is the producer, owner, or lessee.

The contract also provides that, if the records of production or sales are not made available to the Government, the amount of royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding. The Director, Office of Minerals Exploration, is the successor to the Administrator, Defense Minerals Exploration Administration.

As the Government has no contractual relation with Shattuck Denn Mining Corporation in this matter, demand cannot be made against that corporation for an accounting of the production and payment of the royalty. Accordingly, we again request that Vitro arrange

43683

to obtain and furnish an accounting for the Shattuck Denn production from the overlap area. Also, we will appreciate advice as to whether there has been any production by Vitro from the overlap area since execution of the March 21, 1962, lease between Shattuck Denn and Vitro of the adjoining property.

Sincerely yours,

George Fumich, Jr.

(pk)

Director

EDTalbert/ama 5-3-63

cc:
Docket
Director's Reading File
CA & A Division
Acting Field Officer, Region III (w/cys of inc. ltr.)

Vitro CHEMICAL COMPANY
DIVISION OF VITRO CORPORATION OF AMERICA
600 WEST 33RD SOUTH STREET · SALT LAKE CITY 15, UTAH · INGERSOLL 7-5414

May 1, 1963

OFFICIAL FILE COPY
RECEIVED
DATE

800
500

Mr. George Fumich, Jr.
Director
U. S. Department of the Interior
Office of Minerals Exploration
Washington 25, D.C.

Dear Mr. Fumich:

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al, Claims
Emery County, Utah
Contract Idm-E792

In regard to the referenced exploration contract, it is our understanding that the overlap area of Dede, et al, claims and Little Lil, Jerry Boy Fraction No. 1, and Jerry Boy Fraction No. 2 claims was considered to be a part of the latter during the period that Uranium Prospectors Company, Ltd. had the Dede, et al, claims under lease. No production was realized from the Dede, et al, claims during this period and they were released back to the lessor, Mr. D. A. Rowland, who assumed the responsibilities of the exploration contract.

It is also our understanding that ore was removed from the overlap area by Shattuck Denn Mining Corporation who attributed this production to the Little Lil and Jerry Boy Fraction claims under the above-mentioned consideration. As to whether the ore produced from the overlap area was subject to royalty payments under the exploration contract, it appears that clarification of original title to all claims would first be required. It is correct that the overlap area was included in a lease agreement between Shattuck Denn and Vitro.

As to whether Four Corners Oil & Minerals Co. has relocated the Dede, et al, claims, we suggest that this could best be clarified through direct communication with their office in Denver, Colorado.

Very truly yours,

VITRO CHEMICAL COMPANY

James D. Moore

James D. Moore
Manager, Western Operations

JDM:dw

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Building 20 - Federal Center
Denver 25, Colorado

April 29, 1963

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

DATE		
5/1	Hugh	800
	Unknown	524
	Murphy	500
		330

Memorandum

To: George C. Selfridge, Chief
Division of Field Operations, OME
Washington 25, D. C.

From: Acting Field Officer, OME, Region III

Subject: DMEA-3620 (Uranium)
Contract Idm-E792
Uranium Prospectors Company, Ltd.
(Dede, et al., Claims)
Emery County, Utah

This responds to Mr. Griswold's memorandum dated April 25, 1963 on the subject contract.

My information on the subject property was given me in part by Mr. A. E. Dearth, Chief Geologist, Texas-Zinc Minerals Corporation in his office at 1126 East Colorado Avenue, Grand Junction, Colorado. My other informer is an employee of the Atomic Energy Commission whose name I prefer not to disclose.

The story was essentially the same from both informers and is as follows:

> The mine foreman for Shattuck Denn Mining Corporation, unbeknownst to Shattuck Denn, mined the ore from the area in dispute and stockpiled it on the surface. When the mine foreman shipped the ore, he used his name as shipper but gave a claim name of which the AEC had no record. As a result of this mixup, Shattuck Denn discovered what had been going on and they hastened to settle with Rowland for $20,000.00 and fired their mine foreman.

Hugh M. Connors

Hugh M. Connors

AMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/25	Murphy	500
	Franke	500
	Tolbert	800
4/25	Johnson	120
4	Stark	110
		100
		220

APR 29 1963

Mr. David A. Rowland
Box 3927
Stanford, California

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dade, et al., Claims
Emery County, Utah
Contract Idm-2792

Dear Mr. Rowland:

Reference is made to your November 30, 1962, letter and subsequent correspondence, relating to the overlap of the Little Lil, Jerry Boy Fraction No. 1, and Jerry Boy Fraction No. 2 claims on certain of the claims included in the Consent to Lien executed by you on April 9, 1955.

This Consent to Lien, which was executed in consideration of and as an inducement for the Government to enter into the referenced contract, grants to the Government a lien on your interest in the land and any production of minerals from such land. The Consent to Lien also provides that you will not commit any act in conflict therewith and that advance notice will be given to any transferee of your interest.

It appears from the October 23, 1962, stipulation between you and the Shattuck Denn Company and Shattuck Denn Mining Corporation that you, in effect, quit-claimed your interest in the overlap area and received a sum of money in consideration thereof. The stipulation, however, does not mention the lien granted to the Government.

Your November 30, 1962, letter states that ore was shipped from the overlap area but was attributed to the Shattuck Denn property. Under provisions of the referenced exploration contract, a royalty on such production is payable to the Government and the Consent to Lien was executed to secure the payment thereof.

Your prompt advice as to the quantity and value of production from the overlap area, the name of the producer, and your intentions regarding the royalty payable is solicited.

8623

We also understand that you have lost all of the claims under the contract and Consent to Lien through failure to file proof of labor and that the claims have been relocated by Four Corners Oil and Minerals Company. Your confirmation or correction of this information is solicited.

Sincerely yours,

George Fumich, Jr.

Director

EDTalbert/ama/mm
4/25/63
cc: Director's Reading File
Region III (2)
Docket
Code 500

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/25	Murphy	500
"	Fumich	500
"	Talbert	800
"	McLeane	120
"	Johnson	110
"	Fumich	100
		220

APR 29 1963

Vitro Chemical Company
600 West 33rd South
Salt Lake City 15, Utah

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Bede, et al., Claims
Emery County, Utah
Contract Idm-2792

Gentlemen:

The referenced exploration contract provides that Uranium Prospectors Company, Ltd., as principal if the producer or as surety if not the producer, shall pay to the Government a percentage royalty on all minerals produced from the land thereunder, i.e., Bede Nos. 1 through 8, Pee Wee Nos. 1 through 3, and Simon J. Nos. 1 and 2 claims. As successor by merger, the Vitro Chemical Company is presently the principal or surety, as circumstances may indicate, for payment of the Government's royalty.

The Government has never received any royalty under the contract. We have recently been informed, however, that production has occurred from a portion of the land thereunder. More specifically, it appears that Shattuck Denn Mining Corporation or its lessee attributed this production to the Little Lil, Jerry Boy Fraction No. 1, or Jerry Boy Fraction No. 2 claims which overlap certain of the claims under the exploration project contract. Furthermore, we understand that this overlap area was included in a lease executed between the Shattuck Denn Company and the Vitro Corporation of America on March 21, 1962.

It appears that Vitro Chemical Company, possibly as principal and certainly as surety, is obligated to pay the Government's royalty on the production from the overlap area. Accordingly, your prompt advice and accounting in the matter is solicited.

We also understand that all of the claims subject to this exploration project contract have been relocated by Four Corners Oil and Minerals Company. Your confirmation or correction of this information will be appreciated.

Sincerely yours,

George Fumich, Jr.

Director

EDTalbert/ama/mm
4/25/63
cc: Director's Reading File
Region III (2)
Docket
Code 500

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/25	Murphy	500
4/25	Talbert	800
"	Van Dorne	130
"	Johnson	180
"	Tenney	100

APR 25 1963

Memorandum

To: Acting Field Officer, Region III

From: Acting Chief, Division of Field Operations

Subject: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

We agree that the information supplied by your April 19 memorandum on the subject contract may require referral to the Office of the Associate Solicitor. Such referral until more definite or conclusive data are developed, may, however, be premature.

As the first steps, we have prepared the enclosed letters to Mr. Rowland and the Vitro Chemical Company. If you concur in the contents, please date and forward the originals and courtesy copies to the addressees and make the usual distribution of the other copies. If you do not concur, please return originals and copies with your comments and recommendations.

We also will appreciate being advised as to the amount of production from the overlap area, if such has been developed from the A.E.C. records, inspection of the property, or otherwise. Also, if not betraying a confidence, advice as to the source of your information and any additional details available to you will be helpful.

Incidentally, the alleged $20,000 payment received by Mr. Rowland may not have been for "ore which was removed from the disputed area", but possibly the "sum of money" referred to in the last "whereas" clause in the October 23, 1962, stipulation, whereby Mr. Rowland released his interest in the overlap area.

W. R. Griswold
mm

Enclosures

EDTalbert/am/mm
cc: Director's Reading File
Review Committee
Docket
Code 500

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
		100
		110

April 23, 1963

Memorandum

To: The Files

From: F. M. Murphy, Mining Engineer,
Division of Minerals

Subject: DMEA-3620 (Uranium)
Uranium Prospectors Co., Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

Vitro Uranium Co. purchased all the stock of Uranium Prospectors Co. A letter dated March 8, 1956, from Vitro advised that the name Uranium Prospectors would be retained.

According to our records there has been no production from the property during or subsequent to the date of the contract (April 28, 1955).

On June 10, 1959, David A. Rowland, the lessor of the claims, advised Region III that on April 27, 1959, Vitro had released some of the claims and that he had leased the S½ of Dede 5 and all of Dede 6, 7, and 8 claims to Todd Engineering Co. This company did no work on the claims.

On February 20, 1960, Rowland leased the N½ of Dede 5, all of Dede 1, and all of Simon J. 1 and 2 claims to M.R.B. Mining and Exploration Co. This lease was terminated effective Dec. 6, 1960, by Rowland, for non-operation.

Starting March 8, 1961, Rowland started action against Shattuck Denn Company advising that its claims which overlap his had no valid title to such overlap areas.

In a (court) stipulation, dated October 23, 1962, Shattuck Denn Co. was granted the overlap area shown on map Fig. 1 attached hereto. Rowland signed this stipulation.

No! [illegible] Waive [illegible] on [illegible] of [illegible]

With reference to Connors' memorandum of April 19, 1963, it certainly appears that Rowland did not give us all the facts about possible compensation for releasing the overlap area to Shattuck. To clarify the matter, we might ask Shattuck Denn Co. if any money changed hands in the deal, or [illegible] if the one body shown on the [illegible] (Fig. 1) was [illegible]

8623

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Building 20 - Federal Center
Denver 25, Colorado

OFFICIAL FILE COPY
O. M. E
RECEIVED APR 22 1963

DATE		
4/22		800
4/22	on leave	120
4/22		110
		100
April 19, 1963		500
	Murphy	500
		220

Memorandum

To: George C. Selfridge, Chief
Division of Field Operations, OME
Washington 25, D. C

From: Acting Field Officer, OME, Region III

Subject: DMEA-3620 (Uranium)
Contract Idm-E792
Uranium Prospectors Company, Ltd.
(Dede, et al., Claims)
Emery County, Utah

I have just returned from a trip to the Colorado Plateau Area and I am told, on what I believe to be good authority, that the Dede, et al., Claims have been jumped by the Four Corners Oil and Minerals Company. I understand that Mr. D. A. Rowland failed to report his Proof of Labor on these claims for two years in succession.

I also understand that Shattuck-Denn settled with Mr. Rowland out of court and paid him $20,000.00 for ore which was removed from the disputed area. Our records show no royalty was received from Mr. Rowland on this deal and a review of the file indicates, in Mr. Rowland's letter to me dated November 30, 1962, that all of the facts were not disclosed.

This whole thing seems to call for some legal action. Will you please advise.

Hugh M. Connors

Hugh M. Connors

Rowland's 11/30/62 ltr. states ore was attributed to Shattuck Denn property & reduction of Dist. Corp. not royalty. Opr. through its successor by merger (Vitro Chemical Co.) as surety. Talbot 4/22/63

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
2/5	Murphy	500
2/6	[illegible]	800
	Selbrede	120
2/6	[illegible]	110
2/6	[illegible]	100
		220

FEB 6 1963

Mr. David A. Rowland
Box 3927
Stanford, California

Re: DMEA-3620 (Uranium)
Uranium Prospectors Company, Ltd.
Dede, et al., Claims
Emery County, Utah
Contract Idm-E792

Dear Mr. Rowland:

Thank you for the use of your map showing the overlap of the Dede and Simon J Claims by the Jerry Boy and Little Sam Claims. We have made copies for the Washington and Region III files.

Enclosed is the map which you requested to be returned.

Sincerely yours,

W. R. Griswold

W. R. Griswold, Chief
Division of Minerals

Enclosure
FMMurphy/mm
2/5/63
cc: Director's Reading File
Region III (2)
Docket
Code 500

43683

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Building 20 - Federal Center
Denver 25, Colorado

OFFICIAL FILE COPY
O. M. E
RECEIVED JAN 9 1963

DATE	INITIALS	CODE
1/9	[illegible]	800
	[illegible]	500
1/10	Murphy	500

January 7, 1963

Memorandum

To: George C.Selfridge, Chief
Division of Field Operations, OME
Washington 25, D. C.

From: Acting Field Officer, OME, Region III

Subject: DMEA-3620 (Uranium)
Contract Idm-E792
Uranium Prospectors Company, Ltd.
(Dede, et al., claims)
Emery County, Utah

Attached are a copy of Mr. Rowland's letter, a copy of my reply, and the three maps.

Will you please return to Mr. Rowland, the map dated September 1, 1961.

Hugh M. Connors
Hugh M. Connors

Attachments

Copies filed in: Folder #3

DAVID A. ROWLAND
Box 3927
Stanford, California

E 792

OME
DEPARTMENT OF THE INTERIOR
DEC 31 1962
REGION III
DENVER, COLORADO

Mr. Hugh M. Connors
Acting Field Officer, OME
Building 20-Federal Center
Denver 25, Colorado

Dear Mr. Connors:

In response to your request in your letter dated Dec. 13, 1962, I am forwarding two maps depicting the approximate location of the Little Lil and Jerry Boy Fraction claims in relation with my property. I regret that I do not have additional maps to send as much of my records are in storage in Denver. However, I ~~am~~ enclosing under separate cover one map showing the overlap dated September 1, 1961, and another map showing the original claim location according to a registered survey made in September, 1954. The latter you may keep--in fact I believe your office already has a copy of this map--and the former I would like to have returned after you have made copies for your files.

In order to further aquaint you with the overlap situation that resulted in the recent litigation, I will give you the following information: When I staked the Bede et al claims in 1954, the entire area surrounding these claims was staked by prior claims. One group bordering my claims was the Little Sam Group as shown on the maps being sent to you. However, I noted that these claims were probably invalid and suggested to the owners that they re-stake these claims. A few weeks later they sold their holdings but warned the purchaser of the apparent invalidity that they also observed. Accordingly, the new purchaser re-staked the area contained by the Little Sam Group as the Little Lil and Jerry Boy Fraction claims as shown. In so doing he created the overlap shown in red on one map. He states he was unaware of this fact until 1958 when he sold his holdings to Magors. However, he says he informed the Magors of the overlap situation and suggested they work out an agreement with me in this regard. Magors have both confirmed and denied the ownership of the overlap. They contend that their claims have the prior "discovery".

It appears to me that this concept of discovery merits serious consideration on the part of the OME since those claims contained in a EMEA contract are not protected unless sufficient drilling is performed upon each claim to uncover "mineralized" holes which may "lead" to commercial production. Moreover, the definition of a mineralized and commercial hole may have a wide range of limits depending upon the examiner. In view of the high cost of drilling, it appears the the day of the individual "prospector", as we know him, is waning. Which leads to the thought that Big business becomes the benefactor of a weakness in current Mining Laws.

If additional information is desired, please advise.

Copy to Selfridge

Yours very truly,

David A. Rowland

David A. Rowland

Burk-
The maps mentioned by neighbor were received 1/2/63
and are in the dossier with this letter

Building 20 - Federal Center
Denver 25, Colorado

January 7, 1963

Mr. David A. Rowland
P. O. Box 3927
Stanford, California

Re: DMEA-3620 (Uranium)
Contract Idm-E792
Uranium Prospectors Company, Ltd.
(Dode, et al., claims)
Emery County, Utah

Dear Mr. Rowland:

Thank you for your undated letter and the three maps which were sent under separate cover.

I am forwarding the three maps to the Washington office requesting that they return the map dated September 1, 1961 to you.

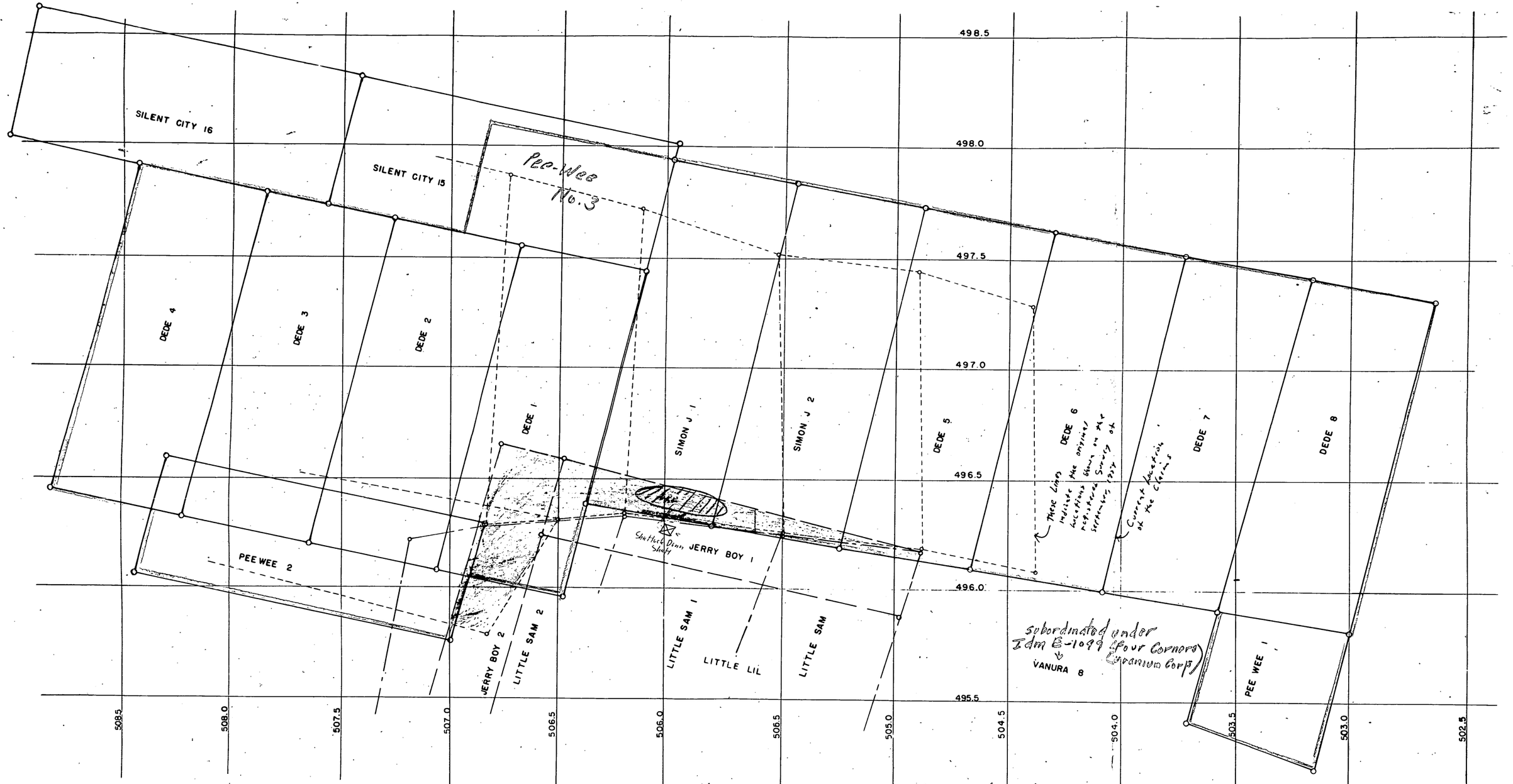
I note with special interest the last paragraph in your letter concerning what constitutes a valid location of a mining claim. The Bureau of Land Management has sole jurisdiction over these matters. I have personally seen hundreds of uranium claim locations, and I know you have too, that had no discovery shaft 10 feet in depth but did have the surface scraped from 1-inch to 4-inches deep for a distance of about 10 feet by a bulldozer. Frankly, I am surprised that so many uranium claim locations were held to be valid.

Yours very truly,

Hugh M. Connors
Acting Field Officer, OME
Region III

cc Chief, Division of Field Operations, OME
with Mr. Rowland's letter received 12/31/62
and three maps (under separate cover)
Idm-E792 Royalty Corres
Chron

HMC/lm



Boundary of claims listed in Annex 1 of Contract Idm-E792

Shattuck Denn Co. Ground in accordance with court agreement October 23, 1962 with Rowland, Uranium Prospectors Company, DMEA-3620

SCALE: 1" = 400'

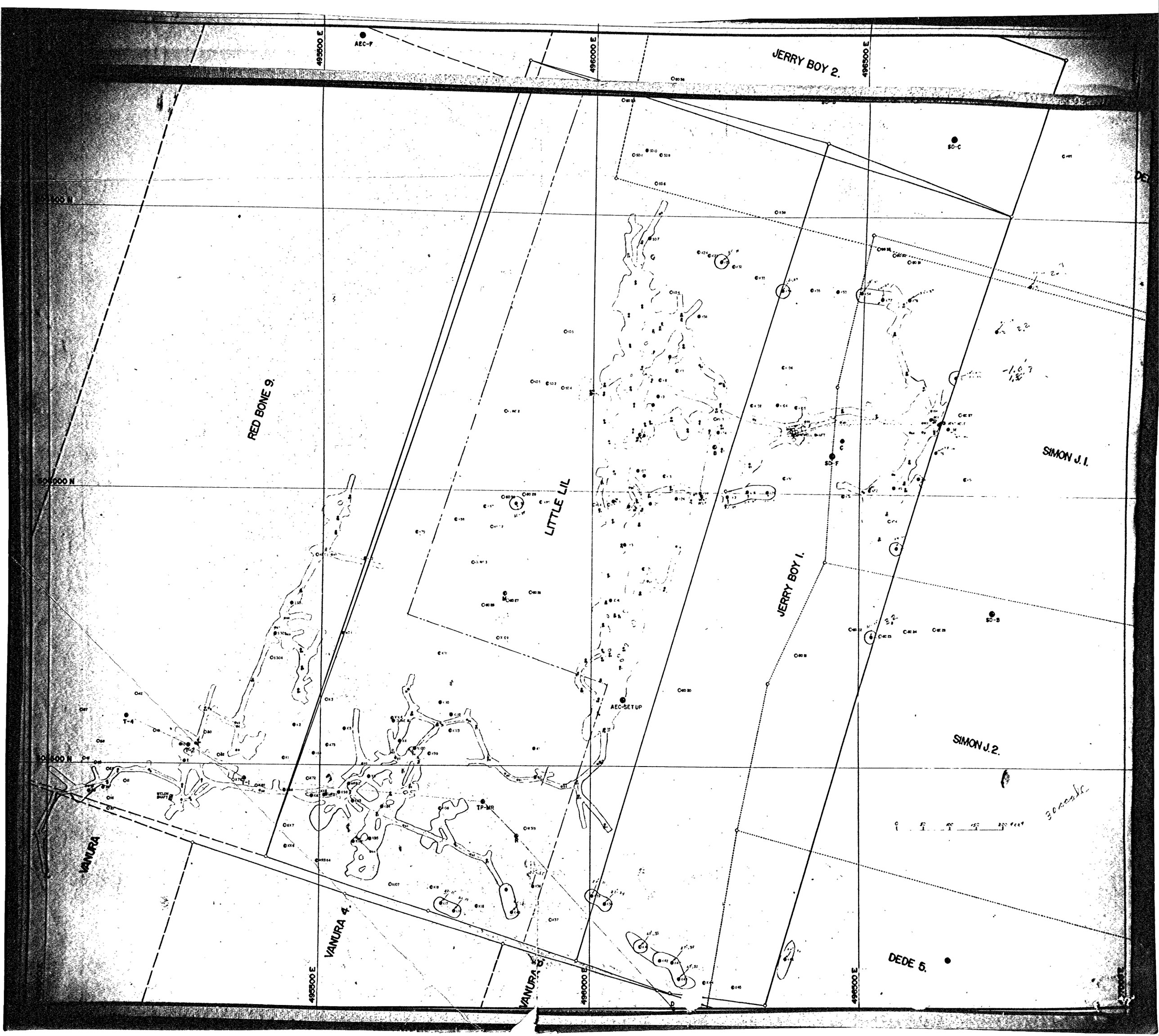
ROWLAND MINING CLAIMS

GREEN RIVER, UTAH

Drawn By: D.A. Rowland

September 1, 1961

FIG. 1. showing STIPULATION AREA Oct 23, 1962


495500 E
496000 E
496500 E
AEC-F
JERRY BOY 2.
SD-C
RED BONE 9.
LITTLE LIL
SD-F
SIMON J. I.
JERRY BOY I.
SD-B
AEC-SET UP
T-4
T-2
T-1
WELCH SHAFT
TP-MR
SIMON J. 2.
VANURA
VANURA 4.
VANURA 5.
DEDE 5.