1-11-57 ~~Charge the~~ 700
G 225 denial

CERTIFIED
(Return Receipt Requested)

224 New Customhouse
Denver 2, Colorado

January 8, 1957

Mr. William R. Jones
Jones & Jones
R. W. Straw Building
Wheatland, Wyoming

Re: Docket DMRA 4390 (Uranium)
A. B. Waters and Glen Cundall
(Albany Claims)
Albany County, Wyoming

Dear Mr. Jones:

In response to your letter to the Administrator, dated December 29, 1956, we have been requested to return as much as possible of the available material received with the captioned application.

Enclosed are the following:

1. A photostat of a uranium mining lease dated the 16th day of November 1954 between the State of Wyoming, acting by and through its Board of Land Commissioners as Lessor, and Alfred B. Waters, Lessee. This lease contains five pages with an extra page showing the recording data.

2. A map titled "Waters and Cundall Mining Claims, Albany County, Wyoming" drawn by J. A. Cole, October 28, 1954 from information furnished--scale six inches equal one mile. This map covers the northwest quarter of section 20, sections 19 and 30, T.27N., R.73W., and sections 24 and 25, T.27N., R.74W. This map also shows the location of 15 lode mining claims and the location of an open cut and shaft.

3. Copy of the results of a chemical analysis, for uranium, of a sample from the Number 2 new shaft. This copy of the assay result

was not a part of the original application received in this office, but was submitted with a letter from William R. Jones, dated August 9, 1956.

The above listed material is all that we have in this office relating to the subject docket, other than the Forms MF-103, the accompanying answer sheets, and copies of correspondence.

We trust that the enclosed material will be helpful to you.

Yours very truly,

Original signed by
W. M. TRAVER

W. M. Traver
Executive Officer, DMRA
Field Team, Region III

Enclosures

HMC:ytl
cc
Chairman Op. Comm. (2)
Harshman
Shaw (2)
Docket 4390
Chron.

DMEA Form 7
(12-56)

700

OFFICIAL FILE COPY

Date	Surname	Code
1/2/57	Ching	700
"	Elly	700
1/4/57	Selfridge	130
1/4	[illegible]	110
		100
1/4	cw	225

4 JAN 1957

Mr. M. M. Traver
Executive Officer
DMEA Field Team, Region III
221 New Customhouse Building
Denver 2, Colorado

Re: Docket No. DMEA-4390 (Uranium)
A. B. Waters and Glen Gundall
Albany Claims
Albany County, Wyoming

Dear Mr. Traver:

Enclosed are two copies of a letter, dated December 29, 1956, from William R. Jones, attorney for the subject Applicant, which is self-explanatory.

We have one set of the incomplete application, which must be kept as part of the official files. You originally retained one set, we forwarded one set to you with our letter of August 24, 1956, and the third set was sent by the USGS to Mr. Hardman.

Will you kindly assemble and return as much as possible of the material in the field, other than the MP-103 forms, to William R. Jones, in accordance with his request.

Sincerely yours,

George C. Selfridge
657

Chairman, Operating Committee

Enclosures

APPROVED:

Frank D. Lamb 657
Member, Bureau of Mines

N. E. Nelson 657
Member, Geological Survey

MChing/gla
1-2-57
cc to: Admr.'s Reading File
Operating Committee
Messrs. JECrawford, 3643
THKiilsgaard, 5224
JOHosted, 3200, GSA
Code 700, Mr. Ching

8623

DMEA Form 7
(12-56)

700

OFFICIAL FILE COPY

Date	Surname	Code
1/2/57	Ching	700
"	Ellis	700
	Nelson	130
1/4	Mittendorf	110
		100
		225

Lamp Selfridge

4 JAN 1957

Mr. William R. Jones
Jones & Jones
R. H. Straw Building
Wheatland, Wyoming

Re: Docket No. DMEA-4390 (Uranium)
A. B. Waters and Glen Cundall
Albany Claims
Albany County, Wyoming

Dear Mr. Jones:

In response to your letter of December 29, 1956, we have requested our Mr. W. H. Traver at Denver to assemble and return as much as possible of the material submitted with the subject application.

We, of course, must keep one set of the material as part of the official files in Washington. The remaining material was distributed to various offices in the field in connection with the investigation and examination of the subject property. You will, no doubt, hear from Mr. Traver as soon as the available material has been assembled.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

MChing/gla
1-2-57
cc to: Admr.'s Reading File
Operating Committee
Messrs. JECrawford, 3643
THKiilsgaard, 5224
JOHosted, 3210, GSA
Code 700, Mr. Ching
DMEA Field Team, Region III (2)

R.S.

8623

LAW OFFICES OF
Jones & Jones

W. B. JONES
WILLIAM R. JONES

R. M. Straw Bldg.
Wheatland, Wyoming

RECEIVED
31
L.A.

December 29, 1956

Mr. C.O. Mittendorf
DMEA, Department of Interior
Washington 25, D.C.

In Re: Docket DMEA 4390
Waters and Cundall, Albany County, Wyo.,

Dear Mr. Mittendorf:

I would appreciate your returning all of the data which has not been lost in the above DMEA application matter. We should like to retain this material for use in attempting to obtain independent financing of the development of this project.

Very truly yours,

JONES & JONES

William R. Jones

WRJ:jrm

Surnamedcopy:

Ching
Ellis (Noted)

140
Rewritten by

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

DEC 13 1956

Mr. William R. Jones
Jones & Jones
R. M. Straw Building
Wheatland, Wyoming

Re: Docket No. DMEA-4390 (Uranium)
A. B. Waters and Glen Cundall
Albany claims
Albany County, Wyoming

Dear Mr. Jones:

Your letter of November 20, 1956, addressed to Mr. W. M. Traver at Denver, has been referred to this office for consideration and reply.

We regret, of course, if any assay reports or sketches, which you say were attached to the application form (MF-103) filed by Messrs. Waters and Cundall, have been lost. However, we wish to assure you that the denial of the application was not due to the absence of the assay reports and sketches to which you referred. It would have been helpful if those documents had been available when we reviewed the application, but their absence did not in this case prejudice consideration of the application. Although we ordinarily do not order a field examination unless the application is sufficiently complete to warrant the expense of such an examination, in this case we promptly had a field examination made. The application was denied on the basis of the report of the field examiners and other information available to us.

We note your statement that you have been unsuccessful in attempting to replace the assays mentioned above, and that the "rest of the material which has been lost may be replaceable but at a rather high expense." It would seem that the assaying company would have on file, and be able to duplicate, any assay report it previously furnished. The "roughly drawn sketches of the property," which seem to be the only other papers which you say were lost, ought to be replaceable at negligible cost.

If, however, you wish to file a claim for the loss of the papers mentioned by you, you may do so by completing and filing with Mr. W. M. Traver, Executive Officer, DMEA Field Team, Region III, 224 New Customhouse Building, Denver 2, Colorado, two copies of the

DMEA Docket

enclosed Standard Form 95 with supporting documents as specified in the instructions. Mr. Traver will then forward such claim, with his report of investigation of the facts thereof, to the Regional Solicitor in Denver who is authorized, under this Department's regulations, to consider and determine claims up to $1,000 against the United States pursuant to the Federal Tort Claims Act (28 U.S.C. secs. 2401, 2671-2680).

We are pleased to return herewith an assay report, dated December 2, 1955, which was forwarded with your letter of August 9, 1956.

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosures 4

MChing/Pindritz/emd
12/7/56
Copy to: DMEA Docket
Adm. R. File
Field Team, Reg. III (2)
E. W. Ellis
M. Ching
R. P. Dwyer
J. E. Crawford, kRm. 3643
T.H.Kiilsgaard, Rm. 5224
J. O. Hosted, Rm. 3210, GSA
~~RxxRxxRwyxx~~
P. Indritz
chron.
pending

700

FILE COPY

Surname: Closing File

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

Mr. William R. Jones
Jones & Jones
R. M. Straw Building
Wheatland, Wyoming

Re: Docket No. DMEA-4390 (Uranium)
A. B. Waters and Glen Cundall
Albany Claims
Albany County, Wyoming

Dear Mr. Jones:

Your letter of November 20, 1956, addressed to Mr. W. M. Traver at Denver, has been referred to this office for consideration and reply.

A thorough investigation of the circumstances surrounding the receipt of the Waters and Cundall application in Denver has been made by Mr. Traver of the Defense Minerals Exploration Administration and by Mr. Alfred L. Ransome, Chief of the Division of Mineral Industries, Bureau of Mines, Region III. It was found that the DMEA application was improperly filed in the first place in that the forms and related material were placed in an envelope under a Bureau of Mines semiannual report on uranium exploration and development (Form 6-1003S), and mailed to 224 New Customhouse Building without a letter of transmittal. Since Form 6-1003S should have been addressed to the Division of Mineral Industries at the Denver Federal Center, the mail clerk, thinking that only the semiannual report was involved, sent both the report and the attached DMEA material by messenger to the Division of Mineral Industries office. The latter office discovered sometime later that the DMEA material was attached to the semiannual report and promptly returned all the DMEA material to Mr. Traver's office. The latter office has no record of ever having received the assay reports referred to in your letter.

Under the above-described circumstances the Defense Minerals Exploration Administration cannot be held responsible for failure to receive the assay reports nor for damages sustained by Waters and Cundall.

In connection with the alleged losses, we note that you have attempted to replace the assay reports without avail. You further state that the rest of the material lost may be replaceable but at a rather high expense.

We believe that any reliable commerical assayer would have on file, and be able to duplicate, any assay report previously furnished you.

The only other material that might have been lost, in accordance with the description attached to the application form, are "some roughly drawn sketches of the property." It would appear that such rough sketches could be easily reproduced at a negligible cost.

Please be advised that your failure to obtain DMEA assistance under the subject application was in no way related to the disappearance of the assay reports and rough sketches. While these documents may have helped to bring your application more in line with our requirements at the beginning, their unaccountable disappearance caused us to relax such requirements to the extent that a field examination of the property was scheduled immediately. The report of examination and other information available to us were the bases for denial of your application.

We are pleased to return herewith an assay report, dated December 2, 1955, which was forwarded with your letter of August 9, 1956.

Sincerely yours,

Administrator

MChing/izm 11-30-56
cc to: Docket
Code 700
Mr. Ching
Admr.'s Reading File
DMEA Field Team, Reg. III (2)
Messrs. JECrawford, Rm. 3643
THKiilsgaard, Rm. 3224
JOHosted, Rm. 3210, GSA

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

Com

November 26, 1956

Memorandum

To: Administrator

From: George C. Selfridge
Special Assistant

Subject: Docket No. DMEA-4390 (Uranium)
A. B. Waters and Glen Cundall
Albany Claims
Albany County, Wyoming

In a telephone conversation today with Mr. Traver, the writer was asked if Washington would reply to a letter dated November 20, 1956, from Jones & Jones concerning financial compensation for material submitted by the subject applicant which was lost in the Denver office. The writer told Mr. Traver that Washington would answer the letter as he apparently had some qualms about answering it, seemingly because it might involve legal questions.

The subject application was received and signed for by the Division of Mineral Industry Statistics of the Denver office on April 2, 1956. It was then received by the DMEA office on July 17, 1956. Apparently, part of the material had been lost during the interim.

? see stamp on application form and Treasure Edit

While discussing the matter with Mr. Traver, he mentioned something about a Ransome memorandum which explained the situation, at least in part. A hurried leafing of the file by the writer did not disclose such a memorandum.

George C. Selfridge 11/15/56

George C. Selfridge

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

11/27

RECEIVED
NOV 29 1956
D.M.E.A.

224 New Customhouse
Denver 2, Colorado

November 27, 1956

Memorandum

To: Chairman of the Operating Committee

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA-4390 (Uranium), A. B. Waters & Glen Cundall (Albany claims), Albany County, Wyoming

Attached are two photocopies of a letter from William R. Jones with reference to claiming compensation for damages for negligence in handling the subject application.

Mr. Jones letter shows that a copy was sent to Mr. E. W. Ellis of your office.

Our files indicate that you have copies of all correspondence relative to the application with the possible exception of a memorandum dated August 14, 1956 from A. L. Ransome, Chief, Division of Mineral Industries, Region III, U. S. Bureau of Mines. Two photocopies of that memorandum are attached. It explains the delay in delivery of the application to this office.

Your attention is called to the following facts with reference to the application:

(1) If properly filed, separate copies of the sketches and assay certificates would have been included with each of four copies of the MF-103 forms.

(2) Any reliable commercial assayer would have on file and be able to supply duplicates of any assays reports previously furnished.

(3) Form 6-1003S, U. S. Bureau of Mines semiannual report on uranium exploration and development, shows that it should be addressed to the Division of Mineral Industries at the Denver Federal Center, Denver 2, Colorado. Instead, Jones, mailed both the semiannual report and the application for DMEA aid together with the former above the latter in the same envelope, registered, to 224 New Customhouse. The mail clerk without investigation sent both by regular messenger service to the Division of Mineral Industries office.

W. M. Traver

Enclosures

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

224 New Customhouse
Denver 2, Colorado

November 27, 1956

Memorandum

To: Chairman of the Operating Committee

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA-4390 (Uranium), A. B. Waters & Glen Cundall (Albany claims), Albany County, Wyoming

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Original signed by
W. M. TRAVER

W. M. Traver

Enclosures

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
REGION III

BUILDING 20
DENVER FEDERAL CENTER
DENVER 2, COLORADO

Date Rec'd.
AUG 14 1956
BUREAU OF MINES
Denver, Colorado

August 14, 1956

Memorandum

To: W. M. Traver, Executive Officer, DMEA Field Team, Region III

From: Chief, Division of Mineral Industries, Region III

Subject: Waters and Cundall application for DMEA aid

Buck Connors referred to me a copy of a letter from William R. Jones dated August 9, 1956, with further reference to the application for DMEA aid for the Waters and Cundall mining claims, Albany County, Wyoming. You will recall that this application was received in this office on April 2, 1956, but was not referred to you until mid-July.

At the time that the papers relative to this application were given to you through Mr. Shaw it was explained that:

1. The papers, including the application and certain supplemental sheets, were received attached to the Bureau's semiannual report on uranium exploration and mine development form, 6-1003S. There was no letter of transmittal accompanying the form or the attachments.

2. To the best of my knowledge and those in the office, the letter or package containing these papers did not arrive in this office as a registered piece of mail. This is not certain and it is also quite possible that such registered mail could have been received by someone else, opened, and the entire contents referred to Division of Mineral Industries because it appeared to be concerned only with this standard report on uranium. If a registered piece of mail had arrived in the condition described by Mr. Jones it is doubtful if this would have been processed or otherwise checked in to the clerk in charge of uranium without first passing through my hands. The only way in which we can be certain as to who checked in this package and in what office would be to know who signed the registered return receipt, as mentioned by Mr. Jones in his letter.

3. We have been short-handed and by necessity have for a period of time filed all such uranium reports--as previously described--until time and personnel allowed them to be worked upon. It is for this reason that as a matter of routine the attachments to the uranium form were "buried" for this long period of time.

4. Immediately upon finding this material attached to the form the clerk involved brought it to my attention and, in turn, the material was handed personally to Mr. Shaw. Every item which was received in this office attached to the uranium form was transmitted. We have checked thoroughly just on the chance that something may have become detached; nothing has been found to supplement these items.

I don't believe that the letter of August 9 signed by Mr. Jones infers that the matter was turned over to the law firm of Jones and Jones by either Mr. Waters or Mr. Cundall. On the basis of Jones having signed the uranium progress report as attorney for Waters and Cundall leads me to believe that he has been acting for the partnership in all such matters.

It is regrettable that this delay was caused by this material not having been checked in immediately upon receipt but we feel that the blame, if any, does not lie entirely with this office because of the fact that it was incorrectly addressed and that there was no letter of transmittal or other indication that a standard, periodic form had with it other than such attachments pertaining to that form--as are often received.

Alfred L. Ransome

Alfred L. Ransome

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
REGION III

Date Rec'd.
AUG 14 1956
BUREAU OF MINES
Denver, Colorado

BUILDING 20
DENVER FEDERAL CENTER
DENVER 2, COLORADO

August 14, 1956

RECEIVED
NOV 20 1956
DMEA

Memorandum

To: W. M. Traver, Executive Officer, DMEA Field Team, Region III

From: Chief, Division of Mineral Industries, Region III

Subject: Waters and Cundall application for DMEA aid

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Alfred L. Ransome

Alfred L. Ransome

LAW OFFICES OF
Jones & Jones

W. B. JONES
WILLIAM R. JONES

R. A. Straw Bldg.
Wheatland, Wyoming

November 20, 1956

DMEA
DEPARTMENT OF THE INTERIOR
NOV 21 1956
REGION III
DENVER, COLORADO

Mr. W.M. Traver, Executive Officer
DMEA Field Team, Region III
224 New Custom House
Denver 2, Colorado

In Re: DMEA 4390, Waters & Cundall

Dear Mr. Traver:

Evidently the contents of the Waters and Cundall DMEA Application which were lost in your office have never been found. We have attempted to replace the assays contained in that material but to no avail. The rest of the material which has been lost may be replaceable but at a rather high expense.

The assay sheets constituted a history of the properties by disclosing the increasing value of the ore as the shaft and drift were cut deeper and deeper into the ground. I don't have to tell you that Waters, Cundall and myself spent day after day after day preparing this application and we are certainly upset that their rights have been jeopardized because of the negligence of someone on your staff. As you know, all of this material was contained in one packet which was receipted for April 2, 1956 by Vivian Tilyhman or Tilghman.

We should like to know whether or not your office furnishes claims for filing seeking compensation for damages sustained as a result of negligence on your staff. We think that it is only fair and reasonable that these gentlemen should at least be compensated for the costs of the assays even though it is impossible to have them replaced. Besides losing this valuable information, and thus minimizing the effectiveness of selling the property, we are also at a loss as to obtaining DMEA assistance.

I would greatly appreciate your giving me your advice by return mail.

Very truly yours,

JONES & JONES

William R. Jones

Jones
Hershman
Shan

WRJ:jrm

c.c. Mr. Glen Cundall, Glendo, Wyoming
Mr. A.B. Waters, Glendo, Wyoming
Mr. Ernest Wm. Ellis, Chief
Rare and Miscellaneous Metals Division, DMEA
Washington 25, D.C.

LAW OFFICES OF
Jones & Jones

W. B. JONES
WILLIAM R. JONES

R. M. Straw Bldg.
Wheatland, Wyoming

November 20, 1956

DMEA
DEPARTMENT OF THE INTERIOR
NOV 21 1956
REGION III
DENVER, COLORADO

Mr. W.M. Traver, Executive Officer
DMEA Field Team, Region III
224 New Custom House
Denver 2, Colorado

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JONES & JONES

WRJ

William R. Jones

Jones
Hershman
Shan

WRJ:jrm

c.c. Mr. Glen Cundall, Glendo, Wyoming
Mr. A.B. Waters, Glendo, Wyoming
Mr. Ernest Wm. Ellis, Chief
Rare and Miscellaneous Metals Division, DMEA
Washington 25, D.C.

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

RECEIVED
NOV 29 1956
DMEA

224 New Customhouse
Denver 2, Colorado

November 27, 1956

William R. Jones
Jones & Jones, Attorneys
R. M. Straw Building
Wheatland, Wyoming

Re: DMEA Docket 4390 (Uranium),
A. B. Waters & Glen Cundall
(Albany claims), Albany County,
Wyoming

Dear Mr. Jones:

Your letter of November 20, 1956 with reference to the captioned application has been referred to the Washington office, DMEA, for reply. You will no doubt hear from them at an early date.

Very truly yours,

Original signed by
W. M. TRAVER

W. M. Traver
Executive Officer, DMEA
Field Team, Region III

WMT/pw

cc: Chairman Op.Comm. (2)
Harshman
Shaw (2)
DMEA-4390
} w/copy of Jones' letter

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

RECEIVED
NOV 29 1956
D.M.E.A.

224 New Customhouse
Denver 2, Colorado

November 27, 1956

William R. Jones
Jones & Jones, Attorneys
R. M. Straw Building
Wheatland, Wyoming

Re: DMEA Docket 4390 (Uranium),
A. B. Waters & Glen Cundall
(Albany claims), Albany County,
Wyoming

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Very truly yours,

Original signed by
W. M. TRAVER

W. M. Traver
Executive Officer, DMEA
Field Team, Region III

WMT/pw

cc: Chairman Op.Comm. (2)
Harshman
Shaw (2)
DMEA-4390
} w/copy of Jones' letter

Selfridge
Johnson

November 26, 1956

Memorandum

To: Administrator

From: George C. Selfridge
Special Assistant

Subject: Docket No. DMEA-4390 (Uranium)
A. B. Waters and Glen Cundall
Albany Claims
Albany County, Wyoming

In a telephone conversation today with Mr. Traver, the writer was asked if Washington would reply to a letter dated November 20, 1956, from Jones & Jones concerning financial compensation for material submitted by the subject applicant which was lost in the Denver office. The writer told Mr. Traver that Washington would answer the letter as he apparently had some qualms about answering it, seemingly because it might involve legal questions.

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While discussing the matter with Mr. Traver, he mentioned something about a Ransome memorandum which explained the situation, at least in part. A hurried leafing of the file by the writer did not disclose such a memorandum.

George C. Selfridge

George C. Selfridge

GCSelfridge/esf
11/27/56
cc to: Docket
Admr. R. File
Mr. Ellis
Mr. Selfridge

11/26/56

RECEIVED
NOV 26 1956
D.M.E.A.

November 20, 1956

Mr. W.M. Traver, Executive Officer
DMEA Field Team, Region III
224 New Custom House
Denver 2, Colorado

In Re: DMEA 4390, Waters & Cundall

Dear Mr. Traver:

Evidently the contents of the Waters and Cundall DMEA Application which were lost in your office have never been found. We have attempted to replace the assays contained in that material but to no avail. The rest of the material which has been lost may be replaceable but at a rather high expense.

The assay sheets constituted a history of the properties by disclosing the increasing value of the ore as the shaft and drift were cut deeper and deeper into the ground. I don't have to tell you that Waters, Cundall and myself spent day after day after day preparing this application and we are certainly upset that their rights have been jeopardized because of the negligence of someone on your staff. As you know, all of this material was contained in one packet which was receipted for April 2, 1956 by Vivian Tilyhman or Tilghman.

We should like to know whether or not your office furnishes claims for filing seeking compensation for damages sustained as a result of negligence on your staff. We think that it is only fair and reasonable that these gentlemen should at least be compensated for the costs of the assays even though it is impossible to have them replaced. Besides losing this valuable information, and thus minimizing the effectiveness of selling the property, we are also at a loss as to obtaining DMEA assistance.

I would greatly appreciate your giving me your advice by return mail.

Very truly yours,

JONES & JONES

William R. Jones

WRJ:jrm

c.c. Mr. Glen Cundall, Glendo, Wyoming
Mr. A.B. Waters, Glendo, Wyoming
Mr. Ernest Wm. Ellis, Chief
Rare and Miscellaneous Metals Division, DMEA
Washington 25, D.C.

RECEIVED
C.M.E.A.
MAY 26 1956

Surname copy

700

Ching
Ellis
Hebron
Lamb
Selfridge

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

NOV - 5 1956

Messrs. A. B. Waters and Glen Cundall
Glendo, Platte County, Wyoming

Re: Docket No. DMEA-4390 (Uranium)
Albany Claims
Albany County, Wyoming

Gentlemen:

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

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

Careful study of all our information, although noting some uranium mineralization on your property, indicates that the probability of disclosing significant ore reserves is not sufficiently promising to justify Government participation. We regret to advise you that, under these circumstances, your application for exploration assistance is denied.

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

Sincerely yours,

Frank E. Johnson

ACTING Administrator

MChing/gla
11-2-56
cc to: Admr.'s Reading File
Operating Committee
Docket
Messrs. JECrawford, 3643
THKiilsgaard, 5224
JOHosted, 3210,GSA
Code 700
Mr. Ching
DMEA Field Team, Region III (2)

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

DOCKET COPY

Ching Ellis

November 2, 1956

Summary of Proposed Project

Object: Denial of application for an exploration project.

Docket No. DMEA-4390

Commodity: Uranium

Applicant: A. B. Waters and Glen Cundall
Glendo, Platte County, Wyoming

Property: 15 unpatented lode mining claims, Albany Nos. 1-15, in secs. 19, 20, and 30, T. 27 N., R. 73 W., and secs. 24 and 25, T. 27 N., R. 74 W., and all of secs. 16 and 18, and the W½ W½, NE¼ SW¼ of sec. 17, T. 27 N., R. 73 W., 6th P.M. & B., Albany County, Wyoming. The 15 Albany claims were recorded by Alfred B. Waters, et al. The land in secs. 16, 17, and 18 are leased from the State of Wyoming.

Date of application: March 29, 1956.

Amount of application: $71,707.80

Work proposed: No definite program outlined. Presumably the work would consist of 5,000 feet of drilling and some sinking and drifting. Costs were estimated as follows:

5,000 feet drilling @ $7.50/ft.	$37,500.00
Labor for 6 mos.	18,564.00
Equipment and supplies	11,203.80
Chemical analyses	1,440.00
Miscellaneous	3,000.00
Total	$71,707.80
Government participation @ 75%	$53,780.85

Field Team report: October 9, 1956 - D. H. Richter, USGS
D. E. Redmon, USBM

The claims are underlain principally by Precambrian granite. Two sets of well-developed mineralized fractures are present in the granite. Veins of quartz and hematite fill many of the fractures and range from 1 inch to 2 feet in width. The largest vein observed had a minimum length of 100 feet and a

maximum width of 2 feet. It was the only radioactive vein exposed on the property. Applicants sunk a 20-foot shaft on the vein and trenched 40 feet along the vein southwestward from the shaft. Some ore was handpicked during these operations and AEC records show one shipment of 6.7 tons of 0.09% U_3O_8 material and one shipment of 7.8 tons of 0.07% U_3O_8 material.

Scintillator examination of the vein gave a high reading of 0.20 Mr/hr with background 0.01 Mr/hr. The average reading in the pit and trench ranged from 0.04 to 0.10 Mr/hr. A 2-foot channel sample taken across the vein in the area of highest radioactivity assayed chemically 0.06% U_3O_8.

The mineralization consists of secondary uranium minerals coating fracture surfaces in the vein and surrounding granite. It is very low grade and there is no evidence to indicate that the grade will increase with depth. No commercial deposits in a similar geologic environment are known to occur in the general area of the Laramie Mountains. It is recommended that the application be denied.

Commodity Group comments:

Bureau of Mines - John E. Crawford, October 25, 1956

Reviewed the Report of Examination with the AEC representative and agrees with the FieldTeam that the application should be denied.

Geological Survey - W. P. Williams, October 30, 1956.

Concurs with the examining team's recommendation for denial of the application.

Rare and Miscellaneous Metals Division - Michael Ching, Nov. 1, 1956

Mineralization is limited to a narrow vein in granite. The highest grade material found assayed less than 0.10% U_3O_8. Increase in grade with depth unlikely.

Conclusions and Recommendations:

The chances of making a significant discovery on this property are poor. It is recommended that the application be denied.

Ernest Wm. Ellis

Ernest Wm. Ellis, Chief
Rare and Miscellaneous Metals Division

11-4-56

IN REPLY REFER TO:

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

October 30, 1956

RECEIVED NOV 1 1956 D.M.E.A.

Memorandum

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

From: W. P. Williams, U. S. Geological Survey

Subject: Review of field examination report, DMEA 4390, A. B. Waters and Glen Cundall, Albany claims, Albany County, Wyoming, (uranium).

The examining team report that uranium minerals are not widespread on the applicant's property. Mineralized material consists of secondary uranium minerals that coat fracture surfaces in a vein structure in granite.

The grade of the material is low. The highest grade of two shipments from the property was 0.09 percent U_3O_8. According to the examining geologist no geologic evidence was found that would indicate an increase in grade with depth. A further significant factor is that no commercial uranium deposits are known in the area in a similar geologic environment.

The examining team conclude that DMEA participation in exploration on the property would not be justified. I concur with their recommendation for denial of the application.

W. P. Williams

W. P. Williams

BUREAU OF STANDARDS
WASHINGTON, D. C.

OCT 31 3 46 PM '56

10/25/56

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

RECEIVED
OCT 25 1956

Date 10/25/56

DMEA Docket No. 4390
DMEA Contract No.
Commodity Uranium
Name of applicant A. B. Waters and Glen Cundall
Name of property Albany Claims
Location of property Albany County, Wyoming
Estimated cost of project $71,707.80

Memorandum

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee

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

Subject: Review of Field Team Report
(Application, Field Team Report, etc.)

1. Date of subject documents _____. 2. Date received by reviewers: 10/22/56.

3. Prior reports on this property known to reviewers: Yes ☐, No ☐.

4. Prior reports on nearby properties known to reviewers: Yes ☐, No ☐.

5. Information available on past production: Yes ☐, No ☐.

6. Other pertinent factors known to reviewers: Yes ☐, No ☐.

7. Explain items marked yes above:

8. Factors needing special consideration:
   a. Location ☐
   b. Ownership ☐
   c. Evidence of mineralization ☐
   d. Geology ☐
   e. Proposed exploration method ☐
   f. Alternate exploration method ☐
   g. Costs ☐
   h. _____ ☐

9. Action advised:
   a. Obtain information from applicant ☐
   b. Refer to Field Team ☐
   c. Denial ☒
   d. Agree with Field Team ☒
      i. Consult with Mr. _____ at _____ (location).
   e. Disagree with Field Team ☐
   f. Suggest alternate plan ☐
   g. Request another examination ☐
   h. Approval ☐

10. Remarks: (Use back of page if necessary)
Mr. J. O. Hosted, Washington representative of the Atomic Energy Commission, assisted in the review.

10-23-56

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

RECEIVED
OCT 17 1956

224 New Customhouse
Denver 2, Colorado

October 15, 1956

Memorandum

To: Secretary to the Operating Committee

From: DMEA Field Team, Region III

Subject: Joint Report of Examination Docket 4390 (Uranium)
A. B. Waters and Glen Cundall (Albany Claims)
Albany County, Wyoming

Enclosed are the original and three copies of a joint engineering and geologic report on the subject property.

The examiners conclude that further exploration on the Albany Claims will not result in the discovery of significant amounts of uranium ore. They recommend that the application be denied. We concur in this recommendation.

DMEA Field Team, Region III

J. W. Townsend
Acting Executive Officer

Reviewed by
DMEA OPERATING COMMITTEE

10-22-56
(date)

RECEIVED
OCT 17 1956

IN REPLY REFER TO:
DMEA
DEPARTMENT OF THE INTERIOR
OCT 12 1956
REGION III
DENVER, COLORADO

TRANSMITTED
OCT 15 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
Defense Minerals Exploration Administration
Denver Federal Center
Denver, Colorado

October 12, 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region III

From: John F. Shaw
E. N. Harshman

Subject: DMEA Docket 4390 (Uranium), A. B. Waters and Glen Cundall (Albany claims), Albany County, Wyoming

Enclosed are the original and nine copies of a joint report of examination by D. H. Richter, U. S. Geological Survey, and D. E. Redmon, U. S. Bureau of Mines, covering their examination of the subject property.

The applicant proposes to explore for uranium ore on the Albany claims by an unspecified program estimated to cost $71,707.80.

Very minor amounts of uranium are associated with well developed, narrow fractures in granite. About 15 tons of hand sorted uranium-bearing material have been shipped; it contained from 0.07 to 0.09 percent U_3O_8.

The examiners conclude that exploration on the Albany claims will not result in the discovery of significant amounts of uranium ore. They recommend that the application for exploration assistance, DMEA Docket 4390, be denied.

We concur with these conclusions and recommendations.

Completion of the examination report was delayed about two weeks pending result of sample analyses.

John F. Shaw
John F. Shaw
Superintendent of the Denver Experiment Station

E. N. Harshman
E. N. Harshman
Member, Field Team

Reviewed by
DMEA OPERATING COMMITTEE
10-22-56
(date)

Enclosures (10)
ENHarshman:mp

FOR UNITED STATES GOVERNMENT USE ONLY

TRANSMITTED
OCT 15 1956
RECEIVED
OCT 17 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR
FRED A. SEATON, SECRETARY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM
REGION III

DMEA 4390

A. B. Waters and Glen Cundall

Waters and Cundall Mining Claims

Albany County, Wyoming

Uranium

Joint Engineering and Geological Report

by

D. H. Richter, Geologist
Geological Survey

D. E. Redmon, Mining Engineer
Bureau of Mines

October 9, 1956

Reviewed by
DMEA OPERATING COMMITTEE
10-22-56
(date)

CONTENTS

	Page
Introduction	1
Summary	1
Acknowledgments	2
Property, Location, Physical Features	3
Ownership, History, Production	4
Present Status	5
Geology and Mineral Deposits	5
Applicant's Proposal and Cost Estimate	7
Conclusions and Recommendations	8

ILLUSTRATIONS

Figure	Follows page
1. General area map, Waters and Cundall mining claims, A. B. Waters and Glen Cundall, Albany County, Wyoming. DMEA 4390	3
2. Area map, Waters and Cundall mining claims, A. B. Waters and Glen Cundall, Albany County, Wyoming. DMEA 4390	3
3. Geology and location of the Albany claims, Albany County, Wyoming. DMEA 4390	8

DMEA 4390

RECEIVED
OCT 17 1956

A. B. WATERS AND GLEN CUNDALL
WATERS AND CUNDALL MINING CLAIMS
ALBANY COUNTY, WYOMING

INTRODUCTION

A. B. Waters and Glen Cundall, partners, Glendo, Wyoming, applied for DMEA assistance to explore for uranium on their property in Albany County, Wyoming. An expenditure of $71,707.80 was contemplated. The application was released for field examination August 30, 1956.

A Region III, DMEA field team, consisting of D. H. Richter, U. S. Geological Survey, and D. E. Redmon, U. S. Bureau of Mines, examined the property on September 14, 1956. The team was accompanied by Glen Cundall.

SUMMARY

The subject property consists of 15 unpatented mining claims and 1,489.52 acres of Wyoming State land, leased for uranium prospecting. No exploration has been done on the leased land.

The mining claims are underlain principally by a pink medium- to coarse-grained Precambrian granite.

Veins of quartz and hematite, with lesser amounts of chlorite, pyroxene and pyrite fill many small fractures and shears in the

granite. The width of the major shear zone ranges from 1 inch to 2 feet and averages about 6 inches. The applicant has dug trenches and sunk a small shaft on the largest exposed, and only radioactive, vein on the property. The chemical analysis of a 2-foot channel sample cut across the vein in the area of highest radioactivity showed 0.061 percent U_3O_8.

According to AEC records, production from the mine totalled 14.5 tons of material containing 0.08 percent U_3O_8. The applicants stated that the produced material was hand-picked during the mining operations.

There is no indication of uranium enrichment with depth, and no uranium deposits, in a similar geologic environment, are known to exist in the area.

It is recommended that the application for DMEA assistance be denied.

ACKNOWLEDGMENTS

Mr. W. B. Meek and Mr. H. S. Stafford of the AEC furnished the results of a preliminary AEC examination of the property. Mr. R. Lindof of the AEC office in Casper, Wyoming, supplied the production reports. Mr. K. Kelso, District Forest Ranger, Douglas, Wyoming, provided data on the accessibility and status of the claims.

PROPERTY, LOCATION, PHYSICAL FEATURES

The Waters and Cundall mining claims consist of 15 unpatented mining claims in secs. 19, 20, and 30, T. 27 N., R. 73 W., 6th P.M. and secs. 24, 25, T. 27 N., R. 74 W., 6th P.M., all in Albany County, Wyoming, and three State of Wyoming uranium-mining leases in secs. 16, 17, 18, T. 27 N., R. 73 W., 6th P.M. having a total area of 1,489.52 acres. (fig. 1)

The property is reached by traveling west from Douglas, Wyoming, 4.7 miles on U. S. Highway 87; then southwest on the Fort Fetterman road. The paved road ends after 20.5 miles. Proceed 2.9 miles farther, then turn left on the La Bonte Canyon road. Stay on the most-travelled road for 21.4 miles, then turn left at a mailbox and proceed 4.5 miles to the John Bell ranch. The Albany claims are 1 mile due south of this point (fig. 2).

Topography of the area is relatively rough with elevation differences of about 200 feet. The average elevation is 6,000 feet.

The climate is semi-arid. A limited supply of water is available from springs and beaver ponds. A scattered growth of ponderosa pine and pinon would supply timber for mining purposes. Sage and low-growing brush are also present. Winters are rigorous, and mining operations would be difficult during the winter months.

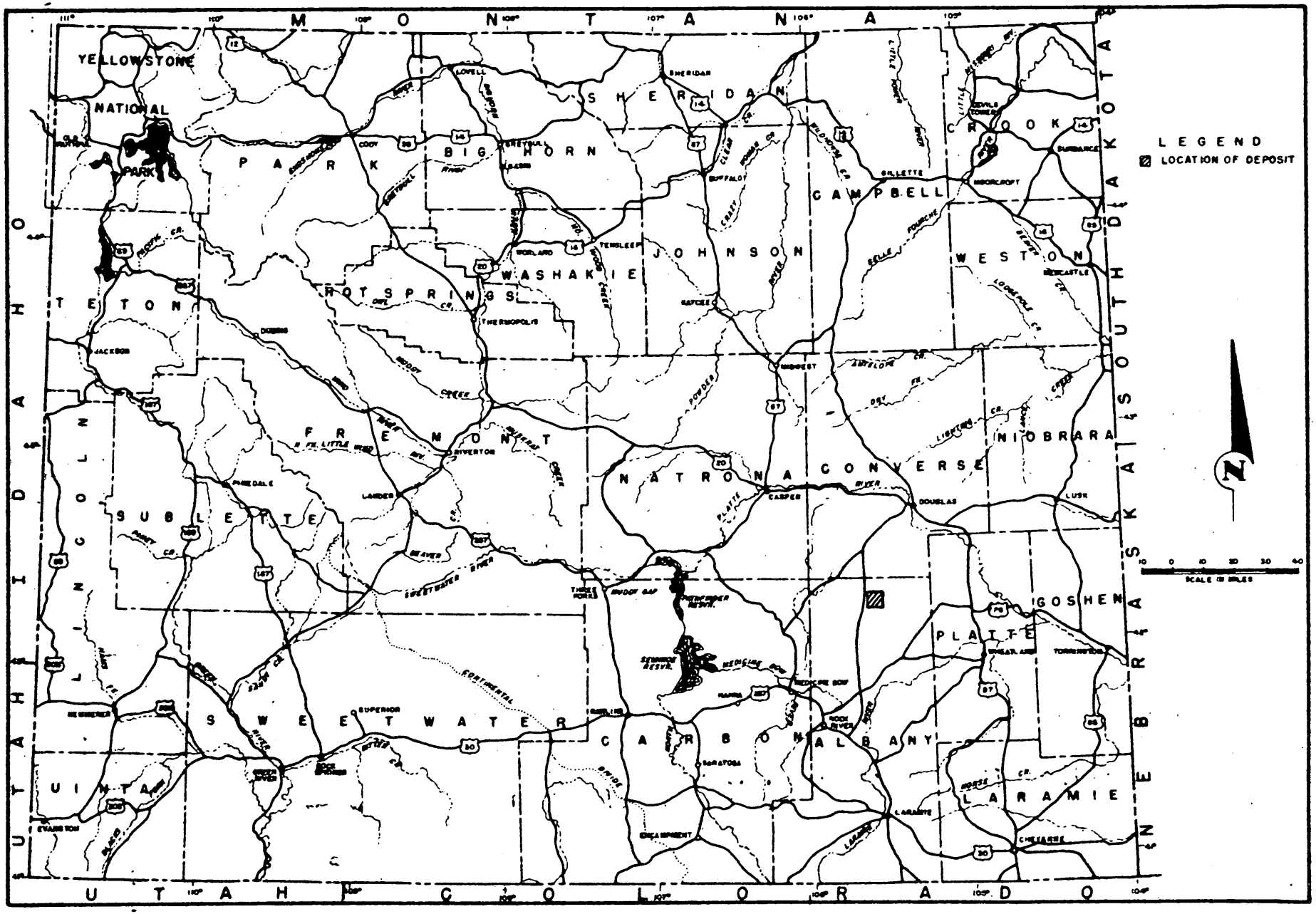


FIGURE 1 - GENERAL AREA MAP, WATERS AND CUNDALL MINING CLAIMS, A. B. WATERS AND GLEN CUNDALL, ALBANY COUNTY, WYO.
DMEA 4390

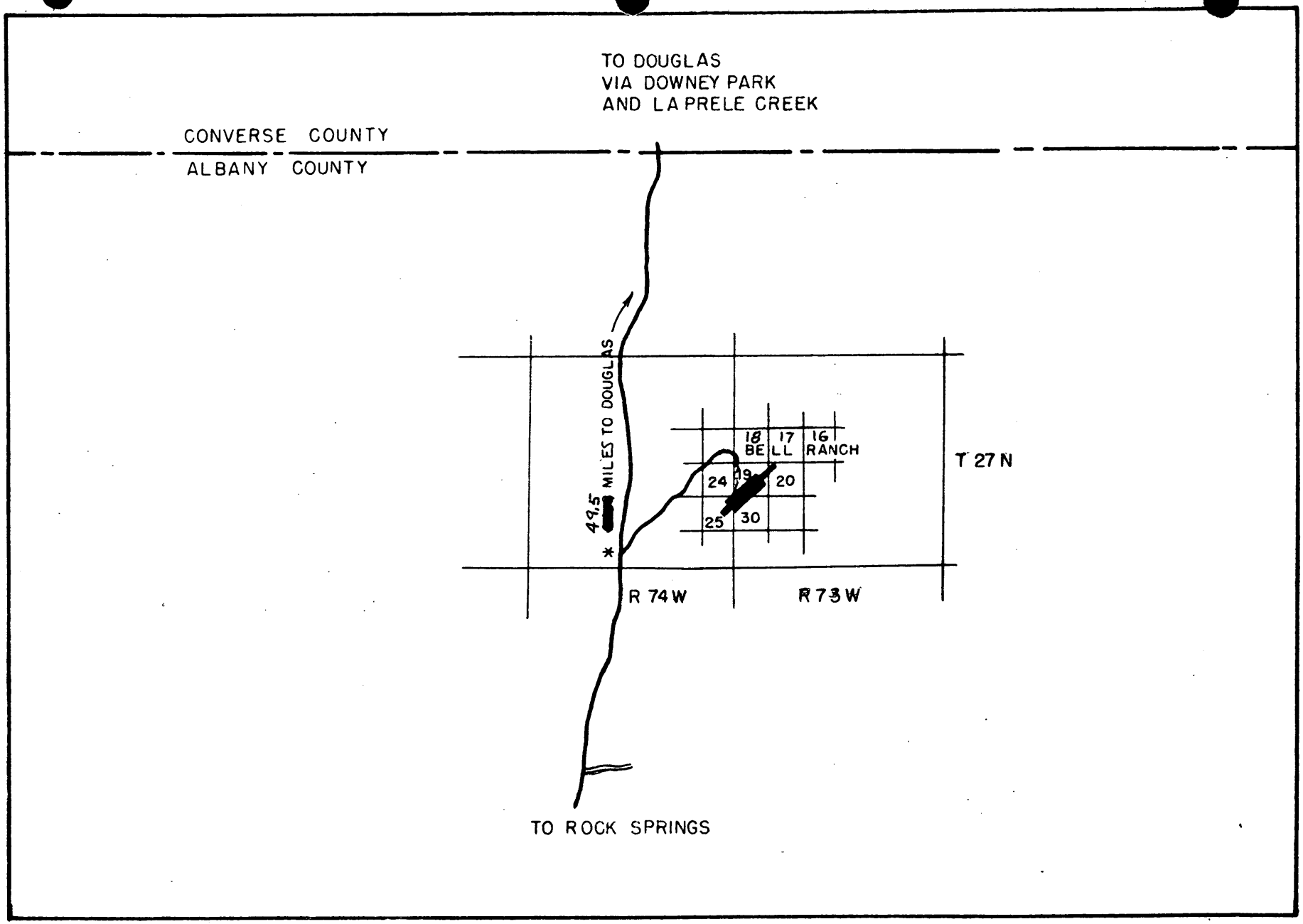


FIGURE 2 - AREA MAP, WATERS AND CUNDALL MINING CLAIMS, A.B. WATERS AND GLEN CUNDALL, ALBANY COUNTY, WYOMING. DMEA 4390

Skilled labor would have to be imported; living accomodations would be available at nearby ranches. Supplies and equipment are available in Douglas or Laramie, Wyoming.

OWNERSHIP, HISTORY, PRODUCTION

The claims have been filed partly on Government-owned land. All of the claims in secs. 19 and 20 are on homestead land, patented without mineral rights.

The claims are recorded at Laramie, the county seat of Albany County, Wyoming, as follows:

Albany Nos. 1 to 15, Book 51 of Photo Records, pages 586 to 600.

The applicant also reports three State of Wyoming Uranium Mining leases on 1,489.52 acres in secs. 16, 17, 18, T. 27 N., R. 73 W., 6th P.M., Albany County, Wyoming.

There was no previous mining on the property, and there are no mines in the immediate vicinity. Waters and Cundall dug a 20-foot shaft on a quartz-hematite vein near the center of Albany No. 1 claim. They then dug an opencut along the vein southwestward from the shaft. The opencut is about 6 feet wide and 40 feet long; the depth at the shaft does not exceed 6 feet.

Some radioactive material was handpicked during prospecting operations. AEC records show that one shipment, made in November 1954, consisted of 6.7 tons of rock containing 0.09 percent

U_3O_8, and one shipment made in November 1955, consisted of 7.8 tons containing 0.07 percent U_3O_8.

PRESENT STATUS

There are no surface improvements, and no equipment on the property. No mining is being done at this time.

GEOLOGY AND MINERAL DEPOSITS

The Albany claims, in the Laramie Mountains of southeastern Wyoming, are underlain principally by a pink, medium- to coarse-grained Precambrian granite. One basic igneous dike, probably Precambrian in age, was observed on the claims.

Two sets of well-developed mineralized fractures are present in the granite. The principal set, which consists of one major fracture or shear zone and numerous smaller parallel fractures, strikes N. 35° to 40° E., and dips 83° SE to vertically. This set is sporadically exposed in the centers of Albany claims Nos. 1, 4, 5, and 7, and has a total length of at least 4,500 feet (fig. 3). The other set, best developed in claim no. 7, consists of short, narrow, mineralized fractures that trend approximately N. 2° W. Detailed study of the fracture systems indicates right-handed movement along many of the fractures and shears in the northeast-trending set. The shorter northerly-striking

fractures, therefore, are very likely to be the result of tension along the NE zone of the movement (fig. 3).

Veins of quartz and hematite, with lesser amounts of chlorite, pyroxene, and pyrite fill many of the fractures and shears in both sets. The veins range in width from less than 1 inch to 2 feet, the average width being approximately 6 inches. The longest vein observed (claim no. 1) has a minimum length of about 100 feet; however, relatively heavy weathered granite soil locally covers much of the bedrock. The typical vein consists of alternating bands of quartz and hematite, with the thickness of the individual bands being proportional to the overall width of the vein. In a few of the veins there is intense brecciation of the hematite bands, cemented in a late quartz matrix.

In Albany claim No. 1 the applicant has trenched and sunk a small shaft on the largest, and only radioactive vein, exposed on the property (fig. 3). This vein, which has a maximum width of 2 feet, occurs in a northeastward-trending, 4-foot shear and fracture zone and is typical of the banded quartz-hematite veins on the property. Late, small, irregular fractures in the vein and enclosing granite contain thin coatings of pale-yellow uranophane and secondary white mica. Strongest radioactivity, however, is over the vein, indicating some possible primary uranium mineralization. Scintillometer examination of the vein and granite gave a high of 0.20 Mr/hr (background 0.01 Mr/hr) along one part of

the vein, and a general average of 0.04 to 0.10 Mr/hr elsewhere in the pit and trench. No anomalous radioactivity was detected over any of the veins or granite exposed in other parts of the claims. The chemical analysis of a 2-foot channel sample taken across the vein in the area of high radioactivity gave 0.061 percent U_3O_8 (fig. 3).

Two shipments of non-ore-grade material have been made from the property. The first shipment, made in November 1954, consisted of 6.7 tons containing 0.09 percent U_3O_8; the last, made in November 1955, consisted of 7.8 tons containing 0.07 percent U_3O_8. According to the applicant, these shipments were handpicked and not "run-of-the-mine" material.

APPLICANT'S PROPOSAL AND COST ESTIMATE

The applicant did not indicate the specific work desired in the exploration program.

Individual costs were itemized in detail but were exceedingly difficult to calculate and total. It was noted that the applicant did not plan to construct or rehabilitate buildings, but there was an item of $5,000 for lumber.

The applicant's recapitulation of costs, is as follows:

Drilling 5,000 feet at $7.50/foot	$37,500.00	
Labor and supplies	23,464.80	
Equipment	6,817.00	
Additional equipment	926.00	
Break-downs and miscellaneous	3,000.00	
Grand total		$71,707.80

CONCLUSIONS AND RECOMMENDATIONS

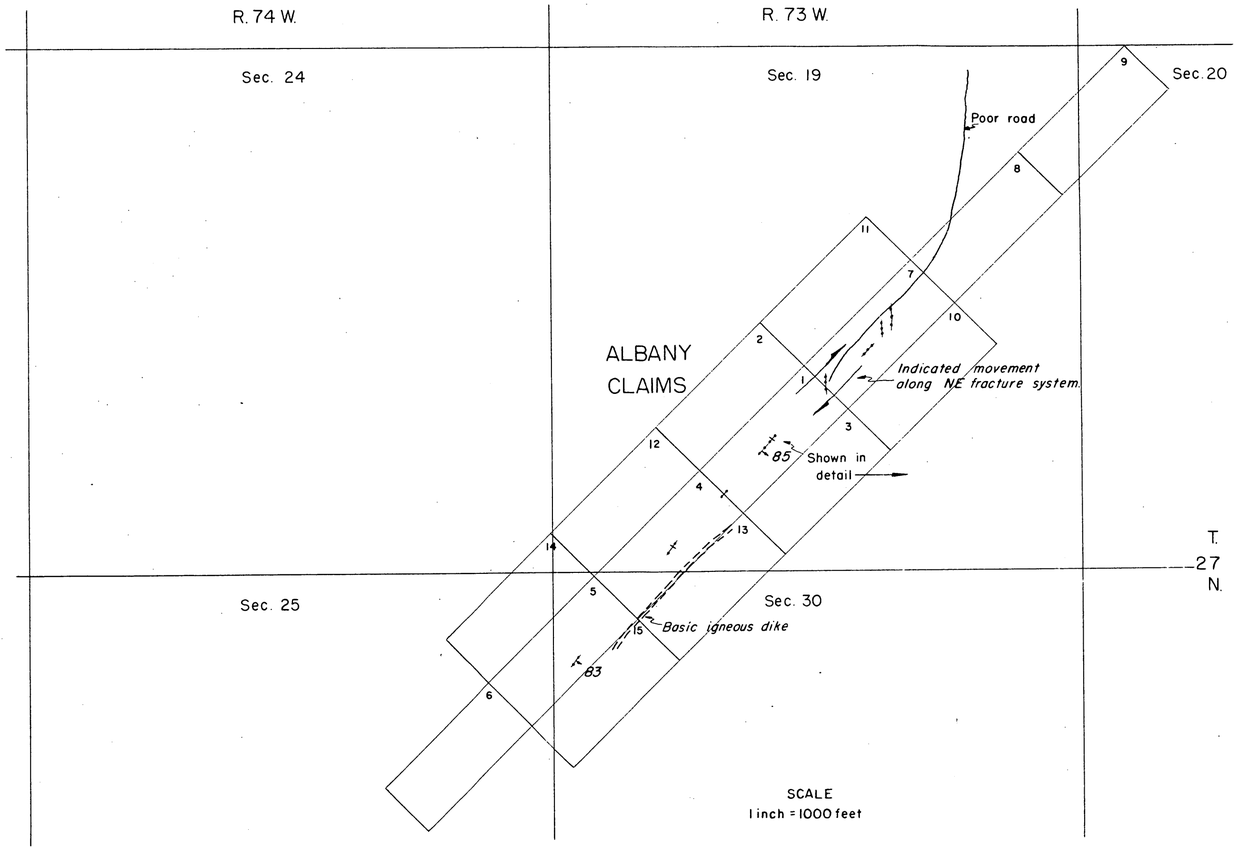
For reasons as follows, it is concluded that an exploration program would not disclose significant uranium deposits:

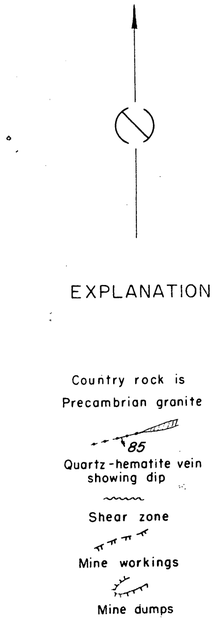
(1) Only one small portion of the quartz-hematite veins exposed on the property appears to contain uranium mineralization.

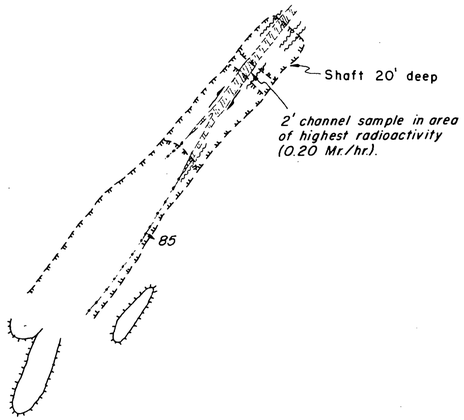
(2) The mineralization which consists of secondary uranium minerals coating fracture surfaces in the vein and surrounding granite, is very low grade and there is no evidence to indicate that the grade will increase at greater depths.

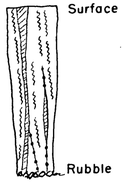
(3) No commercial uranium deposits in a similar geologic environment are known to occur in the Laramie Mountains.

It is recommended that the application for DMEA assistance be denied.









NORTHEAST WALL
OF SHAFT

DETAIL OF GEOLOGY AND WORKINGS
IN ALBANY CLAIM NO. 1

SCALE
1 inch = 12 feet

D. Richter, Sept. 1956

FIGURE 3. GEOLOGY AND LOCATION OF THE ALBANY CLAIMS, ALBANY COUNTY, WYOMING. DMEA 4390.

RECEIVED
OCT 17 1956

RECEIVED
OCT 17

DMEA
DEPARTMENT OF THE INTERIOR

AUG 31 1956
REGION III
DENVER, COLORADO

RECEIVED
SEP - 7 1956

August 31, 1956

Memorandum

To: W. M. Traver, Executive Officer, DMEA Field Team, Reg. III

From: Superintendent, Denver Experiment Station, Reg. III

Subject: Docket DMEA 4390 (Uranium), A. B. Waters and Glen Cundall (Waters and Cundall Mining Claims) Albany County, Wyoming

The application for A. B. Waters and Glen Cundall, Docket DMEA 4390, in the amount of $71,707.80 was received in this office on August 31.

A field examination will be made and suitable report prepared by an engineer from the Denver office.

W. H. KING

W. H. King

cc: W. M. Traver (2)
E. N. Harshman
J. F. Shaw
Sec. Op. Com. (2)

9-4-56

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

RECEIVED
SEP - 4 1956

August 30, 1956

224 New Customhouse
Denver 2, Colorado

Memorandum

To: J. F. Shaw (With brochure and 1 copy only of correspondence)
E. N. Harshman

From: Field Team, Region III

Subject: Docket DMEA 4390 (Uranium) A. B. Waters and Glen Cundall, (Waters and Cundall Mining Claims) Albany County, Wyoming

Enclosed is a copy of the subject application for a cost estimated by the Washington Office as $71,707.80. We are requesting that you schedule an early field examination and prepare the usual covering reports because of the several factors that have transpired to cause an excessive delay in the processing of this application up to this time. Included with the application are copies of its transmittal by the Chairman of the Operating Committee, review memoranda by J. E. Crawford, USBM, and W. P. Williams, USGS, members of the Uranium Commodity Committee, and of correspondence except for those which have already been transmitted to you.

We believe that the rather difficult position Region III has been placed in can best be resolved by as prompt processing as possible. Please return the brochure with the Report of Examination.

DMEA Field Team, Region III

W. M. TRAVER,

By W. M. Traver
Executive Officer

Enclosures
WMT:ab
cc: Chair. Op. Comm. (2)
Docket 4390
Chron.

8/31/56

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

August 28, 1956

224 New Customhouse
Denver 2, Colorado

Mr. William R. Jones
Jones & Jones
R. M. Straw Building
Wheatland, Wyoming

Re: Docket DMEA 4390 (Uranium) A. B. Waters and Glen Cundall (Waters and Cundall Mining Claims) Albany County, Wyoming

Dear Mr. Jones:

Thank you for your letter of August 18, 1956 which gave the name of the person signing the return receipt on the subject application. A strict and thorough search has been made, and we are still unable to locate the sketch and the assay certificates.

Assayers always keep assay results in a ledger for ready reference in the event that the original assay certificate is lost. Will you please request your assayer to give you a copy of the results of your assays. It would also be helpful to us if you would prepare another sketch map, drawn to scale, of the mineralized area showing the shaft, drift, open-cut, and locations of any samples taken.

As noted in Mr. Ernest William Ellis' letter to Mr. A. B. Waters and Glen Cundall dated July 30, 1956 when the supplemental information outlined in that letter is submitted, we will be pleased to continue the processing of your application.

Very truly yours,

W. M. TRAVER,

W. M. Traver
Executive Officer, DMEA
Field Team, Region III

HMC:ab
cc: Sec. Op. Comm. (2)
Harshman
Docket 4390
Chron.

LAW OFFICES OF
JONES & JONES

W. D. JONES
WILLIAM R. JONES

R.M. Straw Bldg.
Wheatland, Wyoming

August 18, 1956

DMEA
Date Rec'd
AUG 20 1956
BUREAU OF MINES
Denver, Colorado

Mr. W.M. Traver, Executive Officer
DMEA Field Team, Region III
224 New Customhouse
Denver 2, Colorado

Re: Docket DMEA: 4390 (Uranium)
A.B. Waters and Glen Cundall
(Waters and Cundall Mining Claims)
Albany County, Wyoming

Dear Mr. Traver:

In answer to your letter of ugust 15, 1956, I wish to advise that we have the return receipt on the information which was forwarded to your office. The receipt shows that the material was delivered April 2, 1956 and was receipted for by Vivian Tilyhman. We hope that this will facilitate the discovery of the misplaced data. Awaiting the results of your search, we are,

Very truly yours,

JONES & JONES

William R. Jones

WRJ:jrm

Surname copy

Ching
Selfridge
Fogdam

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

700

Mr. W. M. Traver
Executive Officer
DMEA Field Team, Region III
224 New Customhouse Building
Denver 2, Colorado

AUG 24 1956

Re: Docket No. DMEA-4390 (Uranium)
A. B. Waters and Glen Cundall
Albany Claims
Albany County, Wyoming

Dear Mr. Traver:

The subject application is being referred to you for investigation, a field examination if warranted, and recommendations.

Enclosed are the following documents:

1. One copy of the application form with eight supplemental sheets attached.

2. Two photostatic copies of the claim map submitted by the Applicant.

3. Two copies of a letter, dated August 9, 1956, from Jones and Jones, attorneys for the Applicant, to Ernest Wm. Ellis, replying to latter's letter of July 30.

4. Two copies of a Report of Analysis, dated Dec. 2, 1955.

5. Two copies of a memorandum, dated August 1, 1956, by John E. Crawford, USBM, relating to the application.

6. Two copies of a memorandum, dated August 16, 1956, by W. P. Williams, USGS, relating to the application.

Since the Applicant claims that the material misplaced in Denver cannot be duplicated, we believe that the best solution to this problem is an investigation and possible examination in the field.

The Applicant states that four geological reports have been made on the property by AEC personnel and it is suggested that this source of information be investigated.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (NB)

Enclosures

APPROVED:

FRANK D. LAMB

Member, Bureau of Mines (NB)

N. E. Nelson

Member, Geological Survey (NB)

MChing/ai
8-16-56
cc to: Docket
Admr.'s Reading File
Operating Committee
Mr. Ching
Code 700
Messrs. JECrawford, Rm. 3643
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

Su[illegible]me copy

700

Ching
Ellis
Nelson
Lamb
Selvidge
Fjeran

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

AUG 24 1956

A. B. Waters and Glen Cundall
Glendo, Platte County, Wyoming

Re: Docket No. DMEA-4390 (Uranium)
Albany Claims
Albany County, Wyoming

Gentlemen:

We have received a letter, dated August 9, 1956, from Jones and Jones of Wheatland, Wyoming, which replied to Ernest Wm. Ellis' letter, dated July 30, 1956, to you. While the letter fails to supply certain requested information which is not related to the misplaced material, we are, nevertheless, referring your application to Mr. W. M. Traver at Denver for further processing.

It is suggested that you study Mr. Ellis' letter further and supply us with whatever information that is available to you, sending a copy of your letter to Mr. Traver. The latter will contact you if additional information is required.

Sincerely yours,

G. O. Mittendorf

Administrator

MChing/ai
8-16-56
cc to: Jones and Jones
Docket
Admr. Reading File
Code 700
Mr. Ching
DMEA Field Team, Region III (2)
Messrs. JECrawford, Rm. 3643
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

IN REPLY REFER TO:

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

August 16, 1956

Memorandum

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

From: W. P. Williams, U. S. Geological Survey

Subject: Review of application, DMEA 4390, Waters and Cundall, (uranium), Albany County, Wyoming

The applicant proposes to spend a total of $71,708 to explore for uranium deposits. The property involved includes 15 unpatented mining claims.

According to the application a 25-foot shaft exists on the property; and the applicants have mined "several tons of ore." No assays accompanied the application.

The applicant is not specific in describing the proposed work. From his cost estimates it may be deduced that he desires to do underground work--shaft sinking, and/or drifting.

If the applicant's geological premise is correct that the ore occurs as a vein in granite it seems doubtful that the extensive and expensive underground project is warranted.

I understand that the applicant was asked for additional information but without significant results. As a consequence I believe the Field Team should be asked to contact the applicant and to do whatever is necessary to evaluate the property.

W. P. Williams

W. P. Williams

8/17/56

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

August 15, 1956

224 New Customhouse
Denver 2, Colorado

Mr. William R. Jones
R. M. Straw Building
Wheatland, Wyoming

Re: Docket DMEA 4390 (Uranium) A. B. Waters and Glen Cundall (Waters and Cundall mining claims) Albany County, Wyoming

Dear Mr. Jones:

This will acknowledge receipt of your letter dated August 9, 1956 regarding the loss of a part of the captioned application.

A strict search has been made for the assay results, sketches, and maps which accompanied your DMEA application and your semi-annual report on uranium exploration. Since you sent all of this material by registered mail, return receipt requested, will you please give us the name of the person who signed the registered receipt. This information will be helpful to us in making further search for the missing documents.

Very truly yours,

W. M. TRAVER,

W. M. Traver
Executive Officer, DMEA
Field Team, Region III

HMC:ab

cc: Sec. Op. Comm. (2)
Harshman
Docket 4390
Chron.

RECEIVED
AUG 17 1956

Jones & Jones address

8/14/56

LAW OFFICES OF
Jones & Jones

W. B. JONES
WILLIAM R. JONES

R. M. Straw Bldg.
Wheatland, Wyoming

August 9, 1956

RECEIVED
AUG 13 1956

Mr. Ernest M. Ellis, Chief
Rare and Miscellaneous Metals Division DMEA
Washington 25, D.C.

Re: Docket No. DMEA-4390 (Uranium)
Albany Claims
Albany County, Wyoming
Waters and Cundall Mining Claims

Dear Mr. Ellis:

We have been handed your letter of July 30, 1956 to A.B. Waters and Glen Cundall regarding the above matter.

We enclose a letter to the DMEA office in Denver, Colorado explaining that all of the requisite material was forwarded but has been misplaced at that regional office.

The sketches, maps and drawings were with the application and I am sure they will be found in Denver and forwarded to you shortly. The exploratory work these gentlemen plan, as shown in the very detailed cost outline, will be both core drilling operation and a shaft operation. I would appreciate your advising me what additional material you receive from the Denver office so that we may do each, every and all things necessary to expedite this application.

We certainly hope that everything will be found as it will be practically impossible to duplicate some of this material. We enclose herewith the original of one of the assays dated December 2, 1955 from the Natural Resources Research Institute at Laramie showing an assay of 20.80 percent.

The AEC regional office at Casper, Wyoming has made four geological reports on this mining property and we hope that you may avail yourself of this information. Awaiting your advice, we remain,

Very truly yours,

JONES & JONES

William R. Jones

WRJ:jrm
Encs. 2

August 9, 1956

RECEIVED
AUG 13 1956

Mr. W.M[redacted]
Executi[redacted]er, DMEA
Field T[redacted]ion III
224 New[redacted]ouse
Denver 2, Colorado

Re: Application for DMEA Aid (Uranium)
Waters and Cundall Mining Claims
Albany County, Wyoming

Dear Mr. Traver:

Mr. A.B. Waters has presented us with your letter of July 18, 1956 regarding the Waters and Cundall application for DMEA aid. We certainly cannot understand the loss of the assay certificates and the sketches which were enclosed with their application. The application together with the assay results, the sketches, maps, etc. were all placed in a manila envelope and this envelope which was sealed was in turn placed in a larger manila envelope which was properly sealed and sent to your office by registered mail, return receipt requested in the latter part of March, 1956. It would be impossible for any of the material forwarded to have been lost in the mails and we are of the opinion thatthis material must be in your office.

It will be difficult indeed for us to obtain duplicate assay certificates as we have no record by which to order new certificates from the various assayers. Would you please carefully examine the receiving desk in your office and perchance you will find the missing material.

We are sending a carbon copy of this letter to Ernest Wm. Ellis, Chief Rare and Miscellaneous Metals Division, DMEA at Washington to explain the reason for the missing data when the application reached his office.

Very truly yours,

JONES & JONES

William R. Jones

WRJ:jrm

c.c. Ernest Wm. Ellis, Chief
Rare and Miscellaneous Metals Division
DMEA
Washington 25, D.C.

8/2/56

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

August 1, 1956

RECEIVED
AUG - 2 1956

Me

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee

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

Subject: Application for Assistance, DMEA Docket 4390 (Uranium) A. B. Waters and Glen Cundall, Glendo, Platte County, Wyoming.

I have reviewed the attached application, DMEA Docket 4390, A. B. Waters and Glen Cundall, a partnership of Glendo, Platte County, Wyoming, dated March 29 and received in this office July 24, 1956. I have also discussed it with Joseph O. Hosted, Washington representative of the Atomic Energy Commission.

The applicant proposes to explore 15 unpatented mining claims in Albany County, Wyoming, by 5,000 feet of drilling at a unit cost of $7.50.

The type of exploration work is not described in the application, but it is assumed from the materials list that some shaft sinking is contemplated. Assays and sketches are missing from the application.

AEC reports on the subject area suggest that some form of exploration work would be desirable.

We suggest that the application be referred to the field for appropriate action and that they consult with E. E. Thurlow, Manager, Denver Area Office, Division of Raw Materials, AEC.

John E Crawford
John E. Crawford

Attachment

700

FILE COPY
Surname:
Chung
Mathews

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

JUL 30 1956

A. B. Waters and Glen Cundall
Glendo, Platte County, Wyoming

Re: Docket No. DMEA-4390 (Uranium)
Albany Claims
Albany County, Wyoming

Gentlemen:

We have reviewed your application for aid in an exploration project and find the information submitted too incomplete for further processing.

It is assumed that the 15 unpatented mining claims described in your application and shown on the map are known as the Albany Nos. 1-15 claims and that your application covers these 15 claims. Please list the names of the owners of these claims.

You have also described sections 16 and 18, and a part of section 17, but it is not clear to us whether or not these plots are to be included in the proposed exploration project since no map or geological information was submitted in connection with them.

Unfortunately your application, as received, did not include the sketches and assay certificates referred to. In order to justify further consideration of your application please send us four complete sets of assay certificates together with a description of the location and manner in which the samples were taken. It would be helpful if a sketch map, drawn to scale, was made of the mineralized area, showing the shaft, drift, open cut, and locations of any samples taken.

The manner in which you wish to explore your property is not made clear in your application. A reasonable program of core or non-core drilling, drifting, sinking, trenching, or whatever form of exploratory work is called for, should be justified by favorable geological conditions and the presence of a definite target or objective. If you are not familiar with this type of exploratory work it is suggested that you secure the services of someone who is competent in such matters to examine your property and see if the exposures and geological conditions are sufficiently encouraging to meet requirements mentioned in this letter, and if so, to lay out an exploration program with reasonable costs.

R.C.

Upon receipt of the supplemental information outlined in this letter, we shall be pleased to continue the processing of your application.

Sincerely yours,

Ernest Wm. Ellis, Chief
Rare and Miscellaneous
Metals Division

MChing/izm 7-30-56
cc to: Docket
Code 700
Mr. Ching
Admr.'s Reading File
DMEA Field Team, Reg. III (2)
Messrs. JECrawford, Rm. 3643
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

July 20, 1956

A. B. Waters and
Glen Cundall
Glendo,
Wyoming

Subject: DMEA-4390
Re: Exploration Assistance
A. B. Waters & Glen
Cundall Claims

Gentlemen

The receipt of your application dated March 29, 1956 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-4390 and referred to the Rare & Misc. Metals Division.

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

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

July 20, 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region III

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

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

DMEA
- 4390 A. B. Waters and Glen Cundall

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

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

RECEIVED
JUL 20 1956

224 New Customhouse
Denver 2, Colorado

July 18, 1956

Memorandum

To: Secretary to the Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Application for DMEA Aid (Uranium)
A. B. Waters and Glen Cundall (Waters and Cundall Mining Claims) Albany County, Wyoming

Enclosed are three copies of the subject application, two copies of Uranium Mining Lease on 200 acres of fee land dated November 16, 1954 to Alfred B. Waters, and one claim map.

You will note on the claim map and the original copy of the application that this application was received by the Division of Mineral Industries Statistics on April 2, 1956, and the application is dated March 29, 1956. The application was received in the Region III DMEA office July 17, 1956. We have no knowledge that the applicant has made any inquiry regarding this application to date. However, we do believe that every effort should be made to expedite this application.

Unfortunately, the applicant has only submitted one copy of a useless map, and the three copies of the lease do not show an assignment from A. B. Waters to the partnership. Copies of the assay results mentioned on page 6 of the application did not arrive in this office. The applicant has submitted no definite program of drilling -- he just wants to drill.

Also enclosed are two copies of our letter to the applicant.

W. M. Traver

W. M. Traver

Encls.

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

RECEIVED
JUL 20 1956

224 New Customhouse
Denver 2, Colorado

July 13, 1956

Messrs. A. B. Waters and Glen Cundall
Glendo, Wyoming

Re: Application for DMEA Aid (Uranium)
Waters and Cundall Mining Claims
Albany County, Wyoming

Gentlemen:

This will acknowledge receipt of your application for DMEA aid on the Waters and Cundall Mining Claim located in Albany County, Wyoming. Because of some misdirection, your application has just been received in this office, and we want to assure you that every effort will be made to expedite it.

Your application, as received by this office, contained four copies of form MF-103 with eight attached answer sheets to each, one claim map, and three copies of a Uranium Mining Lease dated November 16, 1954, to Alfred B. Waters. The assay results which you requested to be returned, and the rough sketches to which you referred on page 6 were not received by this office. Would it be possible for you to obtain duplicate assay results?

Your application is being forwarded to the Washington office, DMEA, for further processing and they will advise you if additional information is required.

Very truly yours,

W. M. TRAVER

W. M. Traver
Executive Officer, DMEA
Field Team, Region III

HMC:bh

cc--Sect., Op. Comm. (2)
Harshman
Shaw (2)
Docket File
Chron.

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
JUL 30 1956

DMEA
Date Rec'd
JUL 17 1956
BUREAU OF MINES

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

Not to be filled in by applicant

Docket No. 4390
Metal or Mineral Uranium
Date Received 7-20-56
Estimated Cost $71,707.80
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: A. B. Waters and Glen Cundall, a partnership of Glendo, Platte County, Wyoming. Partners being only the above persons, whose addresses are Glendo, Wyoming.

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

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

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

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

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

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

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

DIVISION OF MINERAL INDUSTRIES STATISTICS
APR 2 1958
BUREAU OF MINES
REGION III
DENVER, COLORADO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated March 29, 1956

Walter & Crundall
(Applicant)

By A. B. Waters

Glen Crundall

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

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

RECEIVED
JUL 30 1956

Answer to Instruction No. 3---Applicant's property rights.

The land consists of 15 unpatented Mining Claims described as follows, all of which have been recorded as hereinafter set forth: in Albany County, Wyoming:

Albany No. 1, Alfred B. Waters et al, recorded in Book 51 of Photo Records, page 586, described as follows:

Commencing at a point which is 672 feet East of the Northwest Corner of Section 20, Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming; thence South 231 feet; thence South 45 degrees 0.0 minutes West a distance of 5250 feet which is the point of discovery; thence continusing on said 45 degrees line a distance of 750 feet; thence at right angle in a Northwesterly direction, a distance of 300 feet; thence at right angle in a Northeasterly direction a distance of 1500 feet; thence at right angle in a Southeasterly direction a distance of 600 feet; thence at right angle in a Southwesterly direction a distance of 1500 feet; thence in a Northwesterly direction, a distance of 300 feet to the point of beginning. Said claim being located in the NW¼ of the SE¼ and E½ of SW¼ of Section 19, Township 27 North, Range 73, West of the 6th P.M. in Albany County, Wyoming. Said point of discovery is the center of the discovery shaft.

Albany No. 2, Alfred B. Waters et al, recorded in Book 51 of Photo Records, page 587, described as follows:

Commencing at a point which is 672 feet East of the Northwest Corner of Section 20, Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming; thence South 231 feet; thence Southwest on a line which is South 45 degrees 0.0 minutes West a distance of 4500 feet; thence at a right angle in a Northwesterly direction, a distance of 600 feet; thence at right angle a distance of 750 feet which is the point of discovery; thence continuing on said 45 degree line a distance of 750 feet; thence at right angle in a Northwesterly direction, a distance of 300 feet; thence at right angle in a Northeasterly direction, a distance of 1500 feet; thence at right angle in a Southeasterly direction, a distance of 600 feet; thence at right angle in a Southwesterly direction, a distance of 1500 feet; thence at right angle in a Northwesterly direction, a distance of 300 feet to the point of beginning. Said claim being located in E½SW¼, SW¼SW¼ of Section 19, Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming. Said point of discovery is the center of the discovery shaft.

Albany No. 3, Alfred B. Waters et al, recorded in Book 51 of Photo Records, page 588, described as follows:

Commencing at a point which is 672 feet East of the Northwest Corner of Section 20, Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming; thence South 231 feet; thence South 45 degrees 0.0 minutes West a distance of 5250 feet; thence at right angle in a Southeasterly direction, a distance of 600 feet which is the center of the discovery shaft; thence at right angle in a Southwesterly direction a distance of 750 feet; thence at right angle in a Northwesterly direction, a distance of 300 feet; thence at right angle in a Northeasterly direction, a distance of 1500 feet; thence at right angle in a Southeasterly direction, a distance of 600 feet; thence at right angle in a Southwesterly direction, a distance of 1500 feet;

thencd at right angle in a Northwesterly direction, a distance of 300 feet to the point of beginning. Said claim being located in W½ of SE¼, SE¼ of SW¼ in Section 19, Township 27 North, Range 73, West of the 6th P.M. in Albany County, Wyoming.

Albany No. 4, Alfred B. Waters et al, recorded in Book 51 on page 589 of the Photo Records, described as follows:

Commencing at a point which is 672 feet East of the Northwest Corner of Section 20, Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming; thence South 231 feet; thence South 45 degrees 0.0 minutes West a distance of 6750 feet to the point of discovery; thence continuing along said 45 degrees line a distance of 750 feet; thence at right angle in a Northwesterly direction, 300 feet; thence at right angle in a Northeasterly direction, a distance of 1500 feet; thence at right angle in a Southeasterly direction, a distance of 600 feet; thence at right angle in a Southwesterly direction, a distance of 1500 feet; thence at right angle in a Northwesterly direction, a distance of 300 feet to the point of beginning. Said claim being located in S½SW¼ of Section 19 and NW¼NW¼ of Section 30, Township 27 North, Range 73, West of the 6th P.M. in Albany County, Wyoming. Said point of discovery is the center of the discovery shaft.

Albany No. 5, Alfred B. Waters et al, recorded in Book 51 on page 590 of the Photo Records, described as follows:

Commencing at a point which is 672 feet East of the Northwest Corner of Section 20, Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming; thence South 231 feet; thence South 45 degrees 0.0 minutes West a distance of 8250 feet to the point of discovery; thence continuing along said 45 degrees line a distance of 750 feet; thence at right angle in a Northwesterly direction, a distance of 300 feet; thence at right angle in a Northeasterly direction, a distance of 1500 feet; thence at right angle in a Southeasterly direction, a distance of 600 feet; thence at right angle in a Southwesterly direction, a distance of 1500 feet; thence at right angle in a Northwesterly direction, a distance of 300 feet to the point of beginning. Said claim being located in NW¼NW¼, Section 30, Township 27 North, Range 73, West of the 6th P.M. and E½NE¼ of Section 25, Township 27 North, Range 74, West of the 6th P.M., in Albany County, Wyoming. Said point of discovery is the center of the discovery shaft.

Albany No. 6, Alfred B. Waters et al, recorded in Book 51 on page 591 of the Photo Records, described as follows:

Commencing at a point which is 672 feet East of the Northwest Corner of Section 20, Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming; thence South 231 feet; thence South 45 degrees 0.0 minutes West a distance of 9000 feet which is the point of discovery; thence at a right angle in a Southeasterly direction, a distance of 300 feet; thence at a right angle in a Southwesterly direction, a distance of 1500 feet; thence at a right angle in a Northwesterly direction, a distance of 600 feet; thence at a right angle in a Northeasterly direction, a distance of 1500 feet; thence at a right angle in a Southeasterly direction, a distance of 300 feet to the point of beginning. Said claim being located in the E½NE¼ and SW¼NE¼ Section 25, Township 27 North, Range 74 West of the 6th P.M. in

Albany County, Wyoming. Said point of discovery is the center of the discovery shaft.

Albany No. 7, Alfred B. Waters et al, recorded in Book 51 on page 592 of the Photo Records, described as follows:

Commencing at a point which is 672 feet East of the Northwest Corner of Section 20, Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming; thence South 231 feet; thence South 45 degrees 0.0 minutes West a distance of 3750 feet which is the point of discovery; thence continuing along said 45 degrees line, a distance of 750 feet to the point of beginning; thence at right angle in a Northwesterly direction, 300 feet; thence at right angle in a Northeasterly direction 1500 feet; thence at right angle in a Southeasterly direction a distance of 600 feet; thence at right angle in a Southwesterly direction, a distance of 1500 feet; thence at right angle in a Northwesterly direction, a distance of 300 feet to the point of beginning. Said claim being located in the S½ of the NE¼ of the NW¼ of the SE¼ and NE¼ of the SW¼ of Section 19, Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming.

Albany No. 8, Alfred B. Waters et al, recorded in Book 51 on page 593 of the Photo Records, described as follows:

Commencing at a point 672 feet East of the Northwest Corner of Section 20, Township 27 North, Range 73, West of the 6th P.M. in Albany County, Wyoming; thence South 231 feet; thence in a Southwesterly direction on a 45 degree 0.0 minutes West, a distance of 2250 feet which is the point of discovery; thence continuing Southwesterly along said 45 degrees line, a distance of 750 feet; thence at right angles in a Northwesterly direction, a distance of 300 feet; thence at right angle in a Northeasterly direction, a distance of 1500 feet; thence at right angle in Southeasterly direction, a distance of 600 feet; thence at right angle in a Southwesterly direction, a distance of 1500 feet; thence on a right angle in a Northwesterly direction to the point of beginning, a distance of 300 feet. Said claim being located in E½of NE¼ and SW¼ of NE¼ of Section 19, Township 27 North, Range 73, West of the 6th P.M. in Albany County Wyoming. Said point of discovery is the center of the discovery shaft.

Albany No. 9, Alfred B. Waters et al, recorded in Book 51 on page 594 of the Photo Records, described as follows:

Commencing at the point of discovery which is 672 feet East of the Northwest corner of Section 20, Township 27 North, Range 73 West of the 6th P.M., in Albany County, Wyoming; thence South, 231 feet; thence Southwesterly on a 45 degree line a distance of 1500 feet; thence on a right angle a distance of 300 feet; thence Northeasterly on a line parallel to said 1500 feet line; thence at right angle Southeasterly a distance of 600 feet; thence at right angle Southwesterly, a distance of 1500 feet; thence Northwesterly at right angle, a distance of 300 feet to the point of beginning. Said claim being located in the NW¼ of the NW¼ of said Section 20 and the E½ of the NE¼ of Section 19, in Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming. Said Point of discovery is the center of the discovery shaft.

Albany No. 10, Alfred B. Waters et al, recorded in Book 51 on page 595 of the Photo Records, described as follows:

Commencing at a point which is 672 feet East of the Northwest corner of Section 20, Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming; thence South 231 feet; thence South 45 degrees 0.0 minutes West a distance of 3000 feet; thence at right angle in a Southeasterlybdirection, a distance of 600 feet; thence at right angle in a Southwesterly direction, a distance of 750 feet which is the center of the discovery shaft; thence continuing along said 45 degree line a distance of 750 feet; thence at right angle in a Northwesterly direction, a distance of 300 feet; thence at right angle in a Northeasterly direction, a distance of 1500 feet; thence at right angle in a Southeasterly direction, a distance of 600 feet; thence at right angle in a Southwesterly direction, a distance of 1500 feet; thence at right angle in a Northwesterly direction, a distance of 300 feet to the point of beginning. Said claim being located in N½ of SE¼, SE¼ of SE¼ of Section 19, Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming.

Albany No. 11, Alfred B. Waters et al, recorded in Book 51 on page 596 of the Photo Records, described as follows:

Commencing at a point which is 672 feet East of the Northwest corner of Section 20, Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming; thence South 231 feet; thence South 45 degrees 0.0 minutes West a distance of 3000 feet; thence at a right angle in a Northwesterly direction, a distance of 600 feet; thence South 45 degrees 0.0 minutes West 650 feet to the point of discovery continuing Southwest on said 45 degree line a distance of 850 feet; thence at right angle in a Northwesterly direction, a distance of 300 feet; thence at right angle in a Northeasterly direction, a distance of 1500 feet; thence at right angle in a Southeasterly direction, a distance of 600 feet; thence at right angle in a Southwesterly direction, a distance of 1500 feet; thence at right angle in a Northwesterly direction, a distance of 300 feet to the point of beginning. Said claim being located in the SW¼NE¼, SE¼NW¼ and NE¼SW¼ of Section 19, Township 27 North, Range 73, West of the 6th P.M. in Albany County, Wyoming. Said point of discovery is the center of the discovery shaft.

Albany No. 12, Alfred B. Waters et al, recorded in Book 51 on page 597 of the Photo Records, described as follows:

Commencing at a point which is 672 feet East of the Northwest corner of Section 20, Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming; thence South 231 feet; thence South 45 degrees 0.0 minutes West a distance of 6000 feet; thence at right angle in a Northwesterly direction, a distance of 600 feet; thence at right angle in a Southwesterly direction, a distance of 750 feet which is the center of the discovery shaft; thence continuing on said 45 degree line a distance of 750 feet; thence at right angle in a Northwesterly direction, a distance of 300 feet; thence at right angle in a Northeasterly direction a distance of 1500 feet; thence at right angle in a Southeasterly direction, a distance of 600 feet; thence at right angle in a Southwesterly direction, a distance of 1500 feet; thence at right angle in a Northwesterly direction, which is a distance of 300 feet to point of beginning. Said claim being located in W½SW¼, SE¼SW¼ Section 19, Township 27 North, Range 73, West of 6th P.M. in Albany County, Wyoming.

Albany No. 13, Alfred B. Waters et al, recorded in Book 51 on page 598 of the Photo Records, described as follows:

Commencing at a point which is 672 feet East of the Northwest corner of Section 20, Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming; thence South 231 feet; thence South 45 degrees 0.0 minutes West a distance of 6000 feet; thence at right angle in a Southeasterly direction, a distance of 600 feet which is the center of the discovery shaft; thence continuing along said 45 degree line a distance of 300 feet; thence at right angle in a Southwesterly direction, a distance of 1500 feet; thence at right angle in a Northwesterly direction, a distance of 600 feet; thence at right angle in a Northeasterly direction, a distance of 1500 feet; thence at right angle in a Southeasterly direction a distance of 300 feet ot the point of beginning. Said claim being located in SE¼SE¼ of Section 19, and N½NW¼ of Section 30, Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming.

Albany No. 14, Alfred B. Waters et al, recorded in Book 51 on page 599 of the Photo Records, described as follows:

Commencing at a point which is 672 feet East of the Northwest corner of Section 20, Township 27 North, Range 73 West of the 6th P.M., in Albany County, Wyoming; thence South 231 feet; thence South 45 degrees 0.0 minutes West a distance of 7500 feet; thence at right angle in a Northwesterly direction, a distance of 600 feet; thence at right angle in a Southwesterly direction, a distance of 750 feet to center of the discovery shaft; thence continuing in a Southwesterly direction along said 45 degree ling a distance of 750 feet; thence at right angle in a Northwesterly direction, a distance of 300 feet; thence at right angle in a Northeasterly direction a distance of 1500 feet; thence at right angle in a Southeasterly direction, a distance of 600 feet; thence at right angle in a Southwesterly direction, a distance of 1500 feet; thence at right angle in a Northwesterly direction, a distance of 300 feet to the point of beginning. Said claim being located in SW¼SW¼ of Section 19, NW¼NW¼ of Section 30 in Township 27 North, Range 75 and the SE¼SE¼ OF Section 24 and the NE¼NE¼ of Section 25 in Township 27 North, Range 75, West of the 6th P.M., in Albany County, Wyoming.

Albany No. 15, Alfred B. Waters et al, recorded in Book 51 on page 600 of the Photo Records, described as follows:

Commencing at a point which is 672 feet East of the Northwest corner of Section 20, Township 27 North, Range 73, West of the 6th P.M., in Albany County, Wyoming; thence South 231 feet; thence South 45 degrees 0.0 minutes West a distance of 8250 feet; thence at right angle in a Southeasterly direction, a distance of 600 feet which is the center of the discovery shaft; thence at right angle in a Southwesterly direction, a distance of 750 feet; thence at right angle, in a Northwesterly direction 300 feet; thence at right angle in a Northeasterly direction, a distance of 1500 feet; thence at right angle in a Southeasterly direction, a distance of 600 feet; thence at right angle in a Southwesterly direction, a distance of 1500 feet; thence at right angle in a Northwesterly direction, a distance of 300 feet to the point of beginning. Said claim being located in W½ of NW¼ Section 30 Township 27 North, Range 73, West of the 6th P.M. and SE¼NE¼ of Section 25, Township 27 North, Range 74, West of 6th P.M. in Albany County, Wyoming.

In addition to the above unpatented claims, the partnership has three Uranium Mining Leases from the State of Wyoming, covering the following lands, to-wit:

LEASES

Acres	Description	Sec.	Twp.	Range
649.52	All	18	27	73
640	All	16	27	73
200	W½W½, NE¼SW¼	17	27	73

and copy of the three Leases are annexed hereto.

Answer to Instruction No. [illegible]-Physical Description.

(a) The Mining operations which have been conducted include the sinking of a shaft 25 feet into the ore body and there has been ore removed from the shaft and also from a drift. All of the above work has been done by the partners and is readily accessible to examination.

(b) The partnership has produced several tons of ore, but has not marketed any commercial ore as yet and it is not known what the ore reserves are.

(c) The partnership has not had any engineering or the geologic reports made on the property, but believe that the deposit is a vein and is located in granite mineralization. We have annexed hereto all of the assays thus far received, which we should like to have returned. Also we annex hereto some roughly drawn sketches of the property and recommend that the A.E.C. file on this property be consulted for more technical data.

(d) There is a well-graded road from the County road to the mine and is in good condition. The County road runs some 40 miles to the nearest Railroad Shipping Center at Rocksprings, Wyoming.

(e) There seems to be a normal availability of man power and materials, supplies and equipment can be readily had. There is a small stream with many Beaver ponds nearby and the REA electrical line is close by.

Answer to Instruction No. 5---The Exploration Project.

(d) Applicant has no technical ability to carry on the exploration project and intends to employ a technical Supervisor if the contract is allowed.

Answer to Instruction No. 6---Estimate the Costs.

(a) INDEPENDENT CONTRACTS.---- 5,000 feet of hard rock drilling at $7.50 per foot, totalling $37,500.00. Road work on road to mine, 48 hours at $13.00 per hour, totalling $624.00.

(b) LABOR, SUPERVISION, CONSULTANTS.----

1 Supervisor	$2.75 per hour
1 Machanic	$2.50 per hour
2 Miners	$2.25 per hour each
1 Chuck Tender	$2.00 per hour
1 Sample Tester	$3.00 per hour

Six hour work-week with time and one-half on Saturday.

$3,094.00 per month.

(c) OPERATING MATERIALS AND SUPPLIES.----
Gasoline for Compressor, 100 gallons per week, $96.00 per month.
15 Gallong of Oil per week, $64.00 per month.
Drill Bits, $20.00 per week, $80.00 per month.
Dynamite, 3 cases per day, $13.00 per case, $936.00 per month.
Drill Steel, $100.00 per month

200 feet of air pipe at $1.00 per foot, $200.00
200 feet of air hose at $1.00 per foot, $200.00
2 Whip Line Oilers $50.00 each, $100.00
2 Blow Pipes and air valves, $25.00
Gauge for Steel, $5.00
30 gallons of gas per week, plus 5 quarts of oil per week to transport men to mine and back to dormitory, $30.00 per month.
Picks, $25.00
Shovels, $25.00
Bars and Wedges, $25.00
Wrenches and tools, $50.00
3 axes, $18.00
200 feet of ladders at $2.00 per foot, $400.00
Ladder pegs, $100.00
Electric caps and fuses, $50.00 per week, $200.00 per month.
Steel tape, $5.00
Saws and miscellaneous small tools, $50.00
200 feet of cable at 30¢ per foot, $60.00
3 Tackle blocks, $81.00
Log chain, $50.00
1 bucket, $50.00
Steel beams, bolts and cement for hoist, $300.00
Lumber, $5,000.00

(d) GENERATING EQUIPMENT.----
Air compressor, $3,600.00
2 Jack Hammers, $600.00 each, $900.00
Heavy duty power grinder, $175.00
Vice (for mining repairs), $65.00
Scinulator and Probe, $300.00
Level and transit, $200.00
Battery and Generator for dynamiting, $75.00

(e) REPAIRS AND REPAIRS.----
The partnership owns no buildings and will use buildings belonging to a neighboring rancher.

(f) There are no plans at this time to construct or improve any buildings.

(g) MISCELLANEOUS.----
Chemical assays, $5.00 each, 2 per day, $240.00 per month
Prospecting 15 claims and State Leases, total of 1,500 acres at $45.50 per acre, $49,900.00 drayage on
Drayage on equipment to the mine, $500.00

(h) CONTINGENCIES.----
There has been no detailed showing of estimated cost of repairs and maintenance, as the Applicant is not well enough acquainted to make an intelligent estimate, but assumes that the cost of repairs on a six-months operation as is anticipated would be, not to exceed, $500.00 per month or a total of $3,000.00.

[illegible] EXPENSES:

Equipment

$3,600.00	Compressor
900.00	Jack Hammers
200.00	Air Hose
200.00	Air Pipe
100.00	2 Whip Line Oilers
175.00	Power Grinder
25.00	Blow Pipe and Valve
25.00	Pick
25.00	Shovels
50.00	Wrenches and tools
25.00	Bars and Wedges
65.00	Vice
12.00	Axes
300.00	Scinulator and Probe

400.00	Ladders
100.00	Ladder Pegs
50.00	Saws, bitts, and tools
5.00	steel tape
60.00	Cable
$6,817.00	Total Equipment

ADDITIONAL EQUIPMENT

$ 51.00	Blocks for Cable
50.00	Log Chains
50.00	Ore bucker, bolts and cement
500.00	Steel beams for hoist
200.00	Level and Transit
75.00	Battery or Generator
$ 926.00	Total Additional Equipment

LABOR AND SUPPLIES

$18,564.00	Labor for six months
1,200.00	Blosting supplies
1,440.00	Chemical assays
960.00	Gas and Oil
220.80	Gas and Oil
600.00	Drill Steel
480.00	Drill Bitts
$23,464.80	Total Labor and Supplies

$37,500.00	drilling 5000 feet at $7.50 per foot
$23,464.80	Labor and Supplies
6,817.00	Equipment
926.00	Additional Equipment
3,000.00	Break downs and Miscellaneous
$71,707.80	GRAND TOTAL

Answer to Instruction No. 7---

(b) Applicants ~~have~~ an Air Compressor, two jack hammers and 200 feet of air hose and 200 feet of air pipe, together with other miscellaneous equipment they intend to use and plan to compensate for the difference between this and their proportionate share of the investment of cash.

DIVISION OF MINERAL
INDUSTRIES STATISTICS

APR 2 1956

BUREAU OF MINES
REGION III
DENVER, COLORADO

URANIUM MINING LEASE

THIS INDENTURE OF LEASE entered into in triplicate this 16th day November, A.D. 19 54, by and between the State of Wyoming, acting by and through its Board of Land Commissioners, party of the first part, hereinafter called the lessor, and Alfred B. Waters party of the second part, hereinafter called the lessee.

SEC. 1 - PURPOSES. The lessor, in consideration of the rents and royalties to be paid and the covenants and agreements hereinafter contained and to be performed by the lessee, does hereby grant and lease to the lessee the exclusive right and privilege to mine, extract and remove from the alluvium, soil or earth or any sedimentary formation or rocks or intrusive or igneous dike, vein or fissure and dispose of all the uranium, uranous compounds, radium, pitchblend, carnotite and other associated radioactive or fissionable elements or compounds of whatsoever kind in or under the following described land, to-wit:

LEASE

ACRES	DESCRIPTION	SEC.	TP.	RG.
649.52	ALL	18	27	73

ALBANY COUNTY

consisting of 649.52 acres more or less, together with the right to construct and maintain thereon all works, buildings, plants, waterways, roads, communication lines, power lines, tipples, hoists, or other structures and appurtenances necessary to the full enjoyment thereof, subject, however, to the conditions hereinafter set forth.

SEC. 2 - TERM OF LEASE. This lease, unless terminated at an earlier date as hereinafter provided shall remain in full force and effect for a term of ten (10) years from and after the date hereof (expiring at midnight on the 15th day of November, A.D. 19 64).

SEC. 3 -In consideration of the foregoing the LESSEE COVENANTS AND AGREES:

(a) BOND.-To furnish a bond with an approved corporate surety company authorized to transact business in the STATE of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum of TWENTY FIVE AND 00/100 Dollars ($ 25.00), conditioned upon the payment of all moneys, rentals, and royalties accruing to the lessor under the terms hereof, and upon full compliance of all other terms and conditions of this lease and the Rules and Regulations relating thereto, and also conditioned upon payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished while operations conducted thereon are of a prospective nature may be increased in such reasonable amount as the lessor may decide upon the commencement of actual mining operations or during conduct thereof.

(b) PAYMENTS. - To make all payments due or accruing hereunder to the Commissioner of Public Lands, Capital Building, Cheyenne, Wyoming.

(c) RENTALS. - Prior to the discovery of commercial quantities of the said mineral or minerals in the lands herein leased to pay to the lessor in advance, beginning with the effective date hereof, an annual rental of Fifty Dollars ($50.00) provided, that if the said lands are not on a commercial mining basis and so operated at the end of two years from the date hereof, such annual rental may be increased, at the option of the lessor, to such an amount as the lessor may decide to be fair and equitable.

After the discovery of commercial quantities of said mineral or minerals in the lands herein leased to pay to the lessor in advance, beginning with the first day of the lease year succeeding the lease year in which commercial discovery was made, an annual rental of One Hundred Dollars ($100.00) unless changes by agreement, such rental so paid for any one year to be credited on the royalty for that year.

URANIUM - 1951, FEBRUARY
AMENDED # 1952, AUGUST, SEPTEMBER

slm

(d) ROYALTY. - To pay lessor a royalty of Five per cent (5%) of the gross value of the output at the mine of uranium and associated minerals herein leased. The lessor reserves the right, if it may so elect, to increase the above royalty rate at the expiration of the first 3 years.

(e) MONTHLY PAYMENTS AND STATEMENTS. - To make payment in full on or before the twentieth (20th) day of the calendar month succeeding the month of production for all said minerals mined from the land, and to furnish sworn monthly statements therewith showing in tons or cubic yards, or such other measure of quantity as may be pertinent, the amount of all material mined, and such other information as may be called for in the form of reports prescribed by the lessor. These statements are to be subject to verification by examination of the books and records of the lessee.

(f) WORKINGS. - (a) That all mining operations and workings shall be conducted in such a manner so as to remove all valuable deposits so far as is economically possible; that all shafts, inclines, and tunnels shall be well timbered (when good mining practice requires timbering); that all underground timbering placed in, the mines and necessary to the preservation of the property and safety of the workmen shall be kept in good condition and repair and at no time shall such timbering be removed unless all of the valuable ore has been removed and such removal will in no way or manner interfere with or prevent future mining operations in the land; that at the expiration of this lease, or earlier termination thereof, all underground timberings shall become the property of the lessor without compensation therefor to the lessee; that all parts or workings when the ore is not exhausted and for good reasons not being worked shall be kept free of water and debris; that underground workings will be protected against fire and flood, and creeps and squeezes will be checked without delay, and to leave such pillars as may be necessary to support the cover and protect the slopes, air courses, manways, and hauling roads.

(b) That all open or strip mining operations shall be conducted so as to remove all valuable minerals in the deposits worked; that all material removed shall, as mining progresses, be returned to the original pit and leveled unless consent of the lessor is otherwise obtained, so that at the expiration, surrender, or termination of the lease, the land will approximate its previous configuration and with a minimum of permanent damage to the surface; that all roads and bridges built and necessary to the mining operations on the land shall upon expiration, forfeiture or surrender of the said lease become the property of the lessor.

(g) MAPS AND REPORTS. - On the first of each calendar year to furnish the Commissioner of Public Lands with two prints of a map of the leased land showing the location, depth, and results of all prospect holes or pits sunk, roads and bridges constructed, improvements made, and the location and extent of excavations from which material has been removed, together with thickness of the deposits of uranium and associated minerals, at twenty foot intervals plotted therein; and to make such other reports pertaining to the production and operations by the lessee as may be called for by the lessor.

(h) TAXES AND WAGES. - FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements and values produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least once each month in lawful money of the United States or at such lesser period as may be provided by State or Federal laws.

(i) STATUTORY REQUIREMENTS AND REGULATIONS. - To comply with all state statutory requirements and valid regulations thereunder.

(j) ASSIGNMENT OF LEASE. - MINING AGREEMENTS. (1) Not to assign this lease or any interest therein, nor sub-let any portion thereof, except with the consent in writing of the lessor first had and obtained.

(2) To submit a signed copy of any mining agreement entered into affecting the possessory title to any of the land hereby leased for approval by the lessor.

(3) All overriding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserved the right of disapproval of such overriding royalties to the extent, in its opinion, they become excessive and hence are detrimental to the proper development of the leased lands.

(k) DELIVER PREMISES IN CASE OF FORFEITURE. - To deliver the leased premises with all permanent improvements thereon, in good order and condition, in case of forfeiture of this lease but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(l) DILIGENCE IN DEVELOPMENT. - This lease is granted with the express understanding that prospecting and mining be pursued with diligence.

SEC. 4 - GENERAL COVENANTS:

(a) The lessee shall have the right to enter upon, occupy and enjoy such surface areas of the described tract as are necessary for mining operations and the construction of all buildings and other surface improvements incidental to the work contemplated by this lease; but the lessee shall fully protect the rights of any agricultural and grazing leases which have heretofore or may hereafter be granted by erecting cattle guards or gates and keeping closed gates in all fences in which openings are or may be made, and for protection of stock grazing thereon to fence or close all holes, pits or open cuts in which injury might be sustained, and shall not contaminate any living water upon the land so as to make it injurious to livestock. Should the lessee or any person holding from, by or under the lessee, in any operation on said premises under this lease, destroy or injure any livestock or forage, any crop, building or other improvements of any tenant, lessee, purchaser or other person holding under the State, the lessee agrees to fully indemnify all such injured parties in such sum or sums as may be mutually agreed upon by the respective parties, or as may be fixed by appraisers appointed by each party if agreement is impossible, or the Board of Land Commissioners may fix the amount of such indemnity after inspection or hearing.

The rights of the lessee hereunder are subject further to the prior right of any other mineral lessee, his sub-lessee, or operator under any other mineral lease or leases now in force, or renewals thereof, to enjoy the free use of so much of the surface of the said lands as are necessary and incidental to their operations thereunder, and mining operations hereunder shall be conducted so as not to unduly interfere with such mineral operations; nor shall mining operations hereunder be conducted nearer than two hundred feet from any productive oil or gas well without consent of the oil and gas operator; and the lessee further shall not disturb any existing road or roads now on said lands nor roads leading to or from any well or well location without first providing adequate and suitable roads in lieu thereof, and shall fully indemnify any such other lessee or operator for any injury or damages resulting from operations hereunder in such amount so fixed as above provided.

(b) During proper hours and at all times during the continuance of this lease the lessor, or its representatives, shall be authorized to go through any of the openings or workings on the premises, and to examine, inspect and survey the same and to make extracts of all books and weigh sheets which show in any way the output from the land.

(c) It is expressly understood and agreed that the mining rights and privileges granted hereunder shall extend to and include only uranium and associated minerals, and that no rights or privileges respecting oil and gas or any kind or character of other mineral or minerals are granted or intended to be granted by this lease. The lessee shall promptly notify the lessor of the discovery of any valuable metal, minerals or oil or gas upon the leased premises, and he shall then have, for a period of thirty days following such notification, a preferential right to a lease for such metal, mineral, or oil and gas upon such terms and conditions and royalty as may be fairly fixed by the Board of Land Commissioners, provided the land is not otherwise leased for that metal, mineral, or for oil and gas.

(d) This lease is granted for the purposes as herein set forth only under such title as the State of Wyoming now holds in and to the uranium and associated minerals that may be found in or under the above described lands, and, if subsequently divested of same, no liability shall be incurred by virtue of this lease for any loss or damage to the lessee, nor shall any claim for refund or rents or royalties theretofore paid, be made by said lessee, its successors or assigns.

SEC. 5 - THE LESSOR EXPRESSLY RESERVES:

DISPOSITION OF SURFACE. The right to lease, grant rights of way, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, or in accordance with the Rules of the Board of Land Commissioners, insofar as the surface is not necessary for the use of the lessee in the extraction and removal of the uranium and associated minerals therein.

SEC. 6 - APPRAISAL OF IMPROVEMENTS. Upon the expiration of this lease, or earlier termination thereof pursuant to surrender, or if such land be leased for minerals to another other than the owner of the improvements thereon, the lessee agrees that the improvements shall be disposed of pursuant to Chapter 24, Article 7, Section 24-704, Wyoming Compiled Statutes, 1945.

SEC. 7 - FORFEITURE CLAUSE. In the event that the lessee shall have procured this lease through fraud, misrepresentation or deceit, then and in that event this agreement, at the option of the lessor, shall cease and terminate and shall become ipso facto null and void, and all improvements upon said land or premises under the terms of this lease shall forfeit to and become the property of the State of Wyoming. In the event that the lessee shall fail to make payments of rentals and royalties as herein provided, or make default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners, the lessor shall serve notice of such failure or default, either by personal service or by registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by the lessor or any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancelation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 8 - SURRENDER. Relinquishment or surrender of this lease may be made at any time provided the same is done in conformance to "Rule 19, Relinquishment and Surrender," of "Rules and Regulations Governing the Issuance of Mineral Leases" adopted by the Board of Land Commissioners, effective November 15, 1950.

SEC. 9 - HEIRS AND SUCCESSORS IN INTEREST. It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors or assigns of the respective parties hereto.

SEC. 10 - This lease is issued by virtue of and under the authority conferred by Chapter 24, Article 7, Wyoming Compiled Statutes, 1945, and valid amendments thereto, and subject to the laws of the State of Wyoming, and is accepted by the lessee subject thereto.

IN WITNESS WHEREOF, the said lessor has caused these presents to be signed by the Acting Governor, President of the Board of Land Commissioners, countersigned by the Commissioner of Public Lands, Secretary of the Board of Land Commissioners, and the seal of the Board to be affixed, and the lessee has caused these presents to be signed and sealed in the manner following:

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

Signed on the [illegible] day of Dec. 1954

Witness

By _____
Acting Governor-President, Board of Land Commissioners

COUNTERSIGNED:

Wyoma Winston
Witness

Helen O. Burnett
DEPUTY Commissioner of Public Lands-Secretary

LESSEE:

Alfred B. Waters

Witness

Alfred B. Waters
Witness

APPROVED AS TO FORM AND EXECUTION
DEC 31 1954
Howard E. Black, Attorney General
By James E. Sellings
Assistant Attorney General

FORM APPROVED BY BOARD: February 1, 1951
LEASE AND BOND APPROVED BY BOARD: _____
EXAMINED: MX

URANIUM - 1951, FEBRUARY
AMENDED - 1952, AUGUST, SEPTEMBER

Cash Bond of $25.00 on deposit in the Office of the Commissioner of Public Lands.

(COPY)

0-17640

Lease no.

App. no. 16302A

URANIUM AND ASSOCIATED MINERALS — Lease

Lessee Alfred B. Waters

Address Box 2

Glendo, Wyoming

Expires November 15, 1964

Rental $50.00 before discovery and $100.00 after discovery

County Albany

Fund AGRICULTURAL COLLEGE

Description Plate:

ACRES	DESCRIPTION	LEASE SEC.	TP.	RG.
649.52	ALL	18	27	73

RECEIVED
JUL 20 1956

URANIUM MINING LEASE

THIS INDENTURE OF LEASE entered into in triplicate this 16th day November, A.D. 19 54, by and between the State of Wyoming, acting by and through its Board of Land Commissioners, party of the first part, hereinafter called the lessor, and Alfred B. Waters party of the second part, hereinafter called the lessee.

SEC. 1 - PURPOSES. The lessor, in consideration of the rents and royalties to be paid and the covenants and agreements hereinafter contained and to be performed by the lessee, does hereby grant and lease to the lessee the exclusive right and privilege to mine, extract and remove from the alluvium, soil or earth or any sedimentary formation or rocks or intrusive or igneous dike, vein or fissure and dispose of all the uranium, uranous compounds, radium, pitchblend, carnotite and other associated radioactive or fissionable elements or compounds of whatsoever kind in or under the following described land, to-wit:

LEASE

ACRES	DESCRIPTION	SEC.	TP.	RG.
200	W½W½:NE¼SW¼	17	27	73

ALBANY COUNTY

consisting of 200.00 acres more or less, together with the right to construct and maintain thereon all works, buildings, plants, waterways, roads, communication lines, power lines, tipples, hoists, or other structures and appurtenances necessary to the full enjoyment thereof, subject, however, to the conditions hereinafter set forth.

SEC. 2 - TERM OF LEASE. This lease, unless terminated at an earlier date as hereinafter provided shall remain in full force and effect for a term of ten (10) years from and after the date hereof (expiring at midnight on the 15th day of November, A.D. 19 64).

SEC. 3 -In consideration of the foregoing the LESSEE COVENANTS AND AGREES:

(a) BOND.- To furnish a bond with an approved corporate surety company authorized to transact business in the STATE of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum of TWENTY FIVE AND 00/100 Dollars ($ 25.00), conditioned upon the payment of all moneys, rentals, and royalties accruing to the lessor under the terms hereof, and upon full compliance of all other terms and conditions of this lease and the Rules and Regulations relating thereto, and also conditioned upon payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished while operations conducted thereon are of a prospective nature may be increased in such reasonable amount as the lessor may decide upon the commencement of actual mining operations or during conduct thereof.

(b) PAYMENTS. - To make all payments due or accruing hereunder to the Commissioner of Public Lands, Capital Building, Cheyenne, Wyoming.

(c) RENTALS. - Prior to the discovery of commercial quantities of the said mineral or minerals in the lands herein leased to pay to the lessor in advance, beginning with the effective date hereof, an annual rental of Fifty Dollars ($50.00) provided, that if the said lands are not on a commercial mining basis and so operated at the end of two years from the date hereof, such annual rental may be increased, at the option of the lessor, to such an amount as the lessor may decide to be fair and equitable.

After the discovery of commercial quantities of said mineral or minerals in the lands herein leased to pay to the lessor in advance, beginning with the first day of the lease year succeeding the lease year in which commercial discovery was made, an annual rental of One Hundred Dollars ($100.00) unless changes by agreement, such rental so paid for any one year to be credited on the royalty for that year.

URANIUM - 1951, FEBRUARY
AMENDED * 1952, AUGUST, SEPTEMBER

slm

(d) ROYALTY. - To pay lessor a royalty of Five per cent (5%) of the gross value of the output at the mine of uranium and associated minerals herein leased. The lessor reserves the right, if it may so elect, to increase the above royalty rate at the expiration of the first 3 years.

(e) MONTHLY PAYMENTS AND STATEMENTS. - To make payment in full on or before the twentieth (20th) day of the calendar month succeeding the month of production for all said minerals mined from the land, and to furnish sworn monthly statements therewith showing in tons or cubic yards, or such other measure of quantity as may be pertinent, the amount of all material mined, and such other information as may be called for in the form of reports prescribed by the lessor. These statements are to be subject to verification by examination of the books and records of the lessee.

(f) WORKINGS. - (a) That all mining operations and workings shall be conducted in such a manner so as to remove all valuable deposits so far as is economically possible; that all shafts, inclines, and tunnels shall be well timbered (when good mining practice requires timbering); that all underground timbering placed in, the mines and necessary to the preservation of the property and safety of the workmen shall be kept in good condition and repair and at no time shall such timbering be removed unless all of the valuable ore has been removed and such removal will in no way or manner interfere with or prevent future mining operations in the land; that at the expiration of this lease, or earlier termination thereof, all underground timberings shall become the property of the lessor without compensation therefor to the lessee; that all parts or workings when the ore is not exhausted and for good reasons not being worked shall be kept free of water and debris; that underground workings will be protected against fire and flood, and creeps and squeezes will be checked without delay, and to leave such pillars as may be necessary to support the cover and protect the slopes, air courses, manways, and hauling roads.

(b) That all open or strip mining operations shall be conducted so as to remove all valuable minerals in the deposits worked; that all material removed shall, as mining progresses, be returned to the original pit and leveled unless consent of the lessor is otherwise obtained, so that at the expiration, surrender, or termination of the lease, the land will approximate its previous configuration and with a minimum of permanent damage to the surface; that all roads and bridges built and necessary to the mining operations on the land shall upon expiration, forfeiture or surrender of the said lease become the property of the lessor.

(g) MAPS AND REPORTS. - On the first of each calendar year to furnish the Commissioner of Public Lands with two prints of a map of the leased land showing the location, depth, and results of all prospect holes or pits sunk, roads and bridges constructed, improvements made, and the location and extent of excavations from which material has been removed, together with thickness of the deposits of uranium and associated minerals, at twenty foot intervals plotted therein; and to make such other reports pertaining to the production and operations by the lessee as may be called for by the lessor.

(h) TAXES AND WAGES. - FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements and values produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least once each month in lawful money of the United States or at such lesser period as may be provided by State or Federal laws.

(i) STATUTORY REQUIREMENTS AND REGULATIONS. - To comply with all state statutory requirements and valid regulations thereunder.

(j) ASSIGNMENT OF LEASE. - MINING AGREEMENTS. (1) Not to assign this lease or any interest therein, nor sub-let any portion thereof, except with the consent in writing of the lessor first had and obtained.

(2) To submit a signed copy of any mining agreement entered into affecting the possessory title to any of the land hereby leased for approval by the lessor.

(3) All overriding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserved the right of disapproval of such overriding royalties to the extent, in its opinion, they become excessive and hence are detrimental to the proper development of the leased lands.

(k) DELIVER PREMISES IN CASE OF FORFEITURE. - To deliver the leased premises with all permanent improvements thereon, in good order and condition, in case of forfeiture of this lease but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(l) DILIGENCE IN DEVELOPMENT. - This lease is granted with the express understanding that prospecting and mining be pursued with diligence.

SEC. 4 - GENERAL COVENANTS:

(a) The lessee shall have the right to enter upon, occupy and enjoy such surface areas of the described tract as are necessary for mining operations and the construction of all buildings and other surface improvements incidental to the work contemplated by this lease; but the lessee shall fully protect the rights of any agricultural and grazing leases which have heretofore or may hereafter be granted by erecting cattle guards or gates and keeping closed gates in all fences in which openings are or may be made, and for protection of stock grazing thereon to fence or close all holes, pits or open cuts in which injury might be sustained, and shall not contaminate any living water upon the land so as to make it injurious to livestock. Should the lessee or any person holding from, by or under the lessee, in any operation on said premises under this lease, destroy or injure any livestock or forage, any crop, building or other improvements of any tenant, lessee, purchaser or other person holding under the State, the lessee agrees to fully indemnify all such injured parties in such sum or sums as may be mutually agreed upon by the respective parties, or as may be fixed by appraisers appointed by each party if agreement is impossible, or the Board of Land Commissioners may fix the amount of such indemnity after inspection or hearing.

The rights of the lessee hereunder are subject further to the prior right of any other mineral lessee, his sub-lessee, or operator under any other mineral lease or leases now in force, or renewals thereof, to enjoy the free use of so much of the surface of the said lands as are necessary and incidental to their operations thereunder, and mining operations hereunder shall be conducted so as not to unduly interfere with such mineral operations; nor shall mining operations hereunder be conducted nearer than two hundred feet from any productive oil or gas well without consent of the oil and gas operator; and the lessee further shall not disturb any existing road or roads now on said lands nor roads leading to or from any well or well location without first providing adequate and suitable roads in lieu thereof, and shall fully indemnify any such other lessee or operator for any injury or damages resulting from operations hereunder in such amount so fixed as above provided.

(b) During proper hours and at all times during the continuance of this lease the lessor, or its representatives, shall be authorized to go through any of the openings or workings on the premises, and to examine, inspect and survey the same and to make extracts of all books and weigh sheets which show in any way the output from the land.

(c) It is expressly understood and agreed that the mining rights and privileges granted hereunder shall extend to and include only uranium and associated minerals, and that no rights or privileges respecting oil and gas or any kind or character of other mineral or minerals are granted or intended to be granted by this lease. The lessee shall promptly notify the lessor of the discovery of any valuable metal, minerals or oil or gas upon the leased premises, and he shall then have, for a period of thirty days following such notification, a preferential right to a lease for such metal, mineral, or oil and gas upon such terms and conditions and royalty as may be fairly fixed by the Board of Land Commissioners, provided the land is not otherwise leased for that metal, mineral, or for oil and gas.

(d) This lease is granted for the purposes as herein set forth only under such title as the State of Wyoming now holds in and to the uranium and associated minerals that may be found in or under the above described lands, and, if subsequently divested of same, no liability shall be incurred by virtue of this lease for any loss or damage to the lessee, nor shall any claim for refund or rents or royalties theretofore paid, be made by said lessee, its successors or assigns.

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SEC. 8 - SURRENDER. Relinquishment or surrender of this lease may be made at any time provided the same is done in conformance to "Rule 19, Relinquishment and Surrender," of "Rules and Regulations Governing the Issuance of Mineral Leases" adopted by the Board of Land Commissioners, effective November 15, 1950.

SEC. 9 - HEIRS AND SUCCESSORS IN INTEREST. It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors or assigns of the respective parties hereto.

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IN WITNESS WHEREOF, the said lessor has caused these presents to be signed by the Acting Governor, President of the Board of Land Commissioners, countersigned by the Commissioner of Public Lands, Secretary of the Board of Land Commissioners, and the seal of the Board to be affixed, and the lessee has caused these presents to be signed and sealed in the manner following:

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

Signed on the [illegible] day of [illegible] 1954

Witness

By _____
Acting Governor-President, Board of Land Commissioners

COUNTERSIGNED:

Witness

DEPUTY

Commissioner of Public Lands-Secretary

LESSEE:

Witness

Witness

APPROVED AS TO FORM AND EXECUTION
DEC [illegible] 1954
Howard B. Bunch, Attorney General
By James E. Gallinger
Assistant Attorney General

FORM APPROVED BY BOARD: February 1, 1951
LEASE AND BOND APPROVED BY BOARD: NOV 4 1954
EXAMINED: MX

URANIUM - 1951, FEBRUARY
AMENDED - 1952, AUGUST, SEPTEMBER

Cash Bond of $25.00 on deposit in the Office of the Commissioner of Public Lands.

(COPY)

Office

[illegible]

[illegible] 10 PM 12 45

[illegible]
[illegible] LANDS
[illegible]

Lease no. 0-17641

App. no. 16303A

Description Plate:

		LEASE		
	Lease	ACRES	DESCRIPTION	SEC.TP.RG.
URANIUM AND ASSOCIATED MINERALS		200	W½W½:NE¼SW¼	17 27 73

Lessee Alfred B. Waters

Address Box 2

Glendo, Wyoming

Expires November 15, 1964

Rental $50.00 before discovery
$100.00 after discovery

County Albany

Fund S.C.E.P. & R. INS.

RECEIVED
JUL 2 0 1966

DIVISION OF MINERAL
INDUSTRIES STATISTICS

APR 2 1956

BUREAU OF MINES
REGION III
DENVER, COLORADO

S. Government Messenger Envelope

ard Form No. 65 (Rev. 1/46)

1. Use blocks consecutively, one at a time.
2. Void previous block.
3. Write clearly.

NAME OR TITLE OF PERSON, DEPARTMENT, ADDRESS, AND ROOM		NAME OR TITLE OF PERSON, DEPARTMENT, ADDRESS, AND ROOM	
Jane Ault ~~m 4443 Int.~~	RUN STOP		RUN STOP
Dr. Margaret Bigg Int. 5224	RUN STOP		RUN STOP
Ellis m 4443 Int.	RUN STOP		RUN STOP
	RUN STOP		RUN STOP
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	RUN STOP		RUN STOP
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urplus envelopes to room for reissue.

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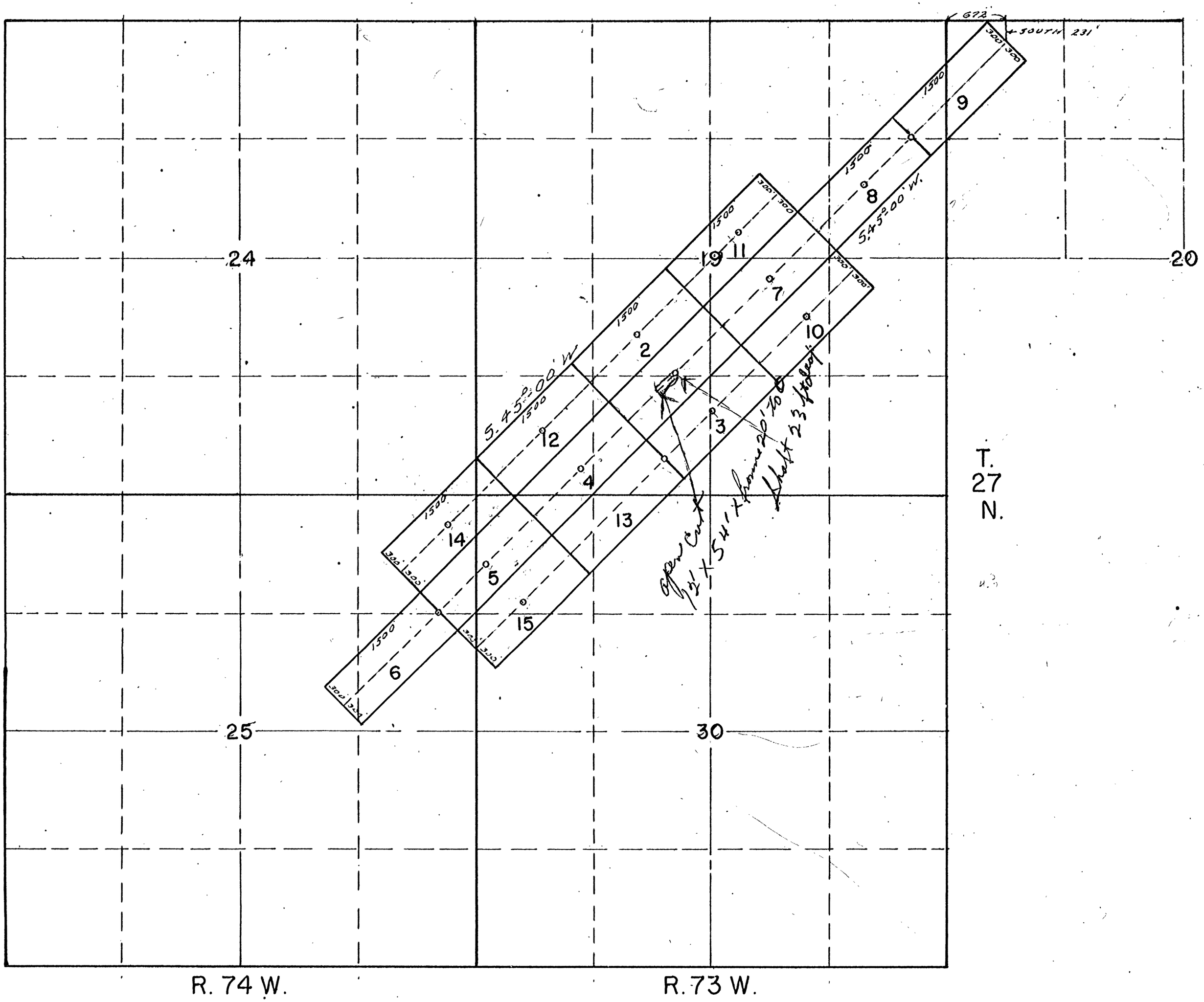
WATERS & CUNDALL MINING CLAIMS
ALBANY CO. WYO



DRAWN BY J.A. COLE OCT. 28 1954
FROM INFORMATION FURNISHED
SCALE 6" = 1 MILE