



CONTACT INFORMATION

Mining Records Curator
Arizona Geological Survey
1520 West Adams St.
Phoenix, AZ 85007
602-771-1601
<http://www.azgs.az.gov>
inquiries@azgs.az.gov

The following file is part of the

Arizona Department of Mines and Mineral Resources Mining Collection

ACCESS STATEMENT

These digitized collections are accessible for purposes of education and research. We have indicated what we know about copyright and rights of privacy, publicity, or trademark. Due to the nature of archival collections, we are not always able to identify this information. We are eager to hear from any rights owners, so that we may obtain accurate information. Upon request, we will remove material from public view while we address a rights issue.

CONSTRAINTS STATEMENT

The Arizona Geological Survey does not claim to control all rights for all materials in its collection. These rights include, but are not limited to: copyright, privacy rights, and cultural protection rights. The User hereby assumes all responsibility for obtaining any rights to use the material in excess of "fair use."

The Survey makes no intellectual property claims to the products created by individual authors in the manuscript collections, except when the author deeded those rights to the Survey or when those authors were employed by the State of Arizona and created intellectual products as a function of their official duties. The Survey does maintain property rights to the physical and digital representations of the works.

QUALITY STATEMENT

The Arizona Geological Survey is not responsible for the accuracy of the records, information, or opinions that may be contained in the files. The Survey collects, catalogs, and archives data on mineral properties regardless of its views of the veracity or accuracy of those data.

REFERENTIAL MAPS:
KUNO MINES CO.
STOVALL-MANGANESE
ACORD NOS 1, 2 & 3

GILA COUNTY MILS NUMBER: 278

LOCATION: TOWNSHIP 5 S RANGE 15.5E SECTION 26 QUARTER C
LATITUDE: N 33DEG 47MIN 56SEC LONGITUDE: W 110DEG 42MIN 50SEC
TOPO MAP NAME: BLUE HOUSE MTN - 15 MIN

CURRENT STATUS: EXP PROSPECT

COMMODITY:
MANGANESE

BIBLIOGRAPHY:

USGS BLUE HOUSE MTN QUAD
MOORE R T MIN DEP FT APACHE IND RES AZBM BULL
177 1968 P 39
FARNHAM L L ETAL MANGANESE DEPTS EASTERN AZ
USBM 799 1961 P 83
AZBM BULL 180 MIN & WATER RES AZ 1969 P 216
SEE:ADMMR STOVALL MANGANESE CO TREATMENT PLT
SEE:ADMMR APACHE MANGANESE MINES FILE

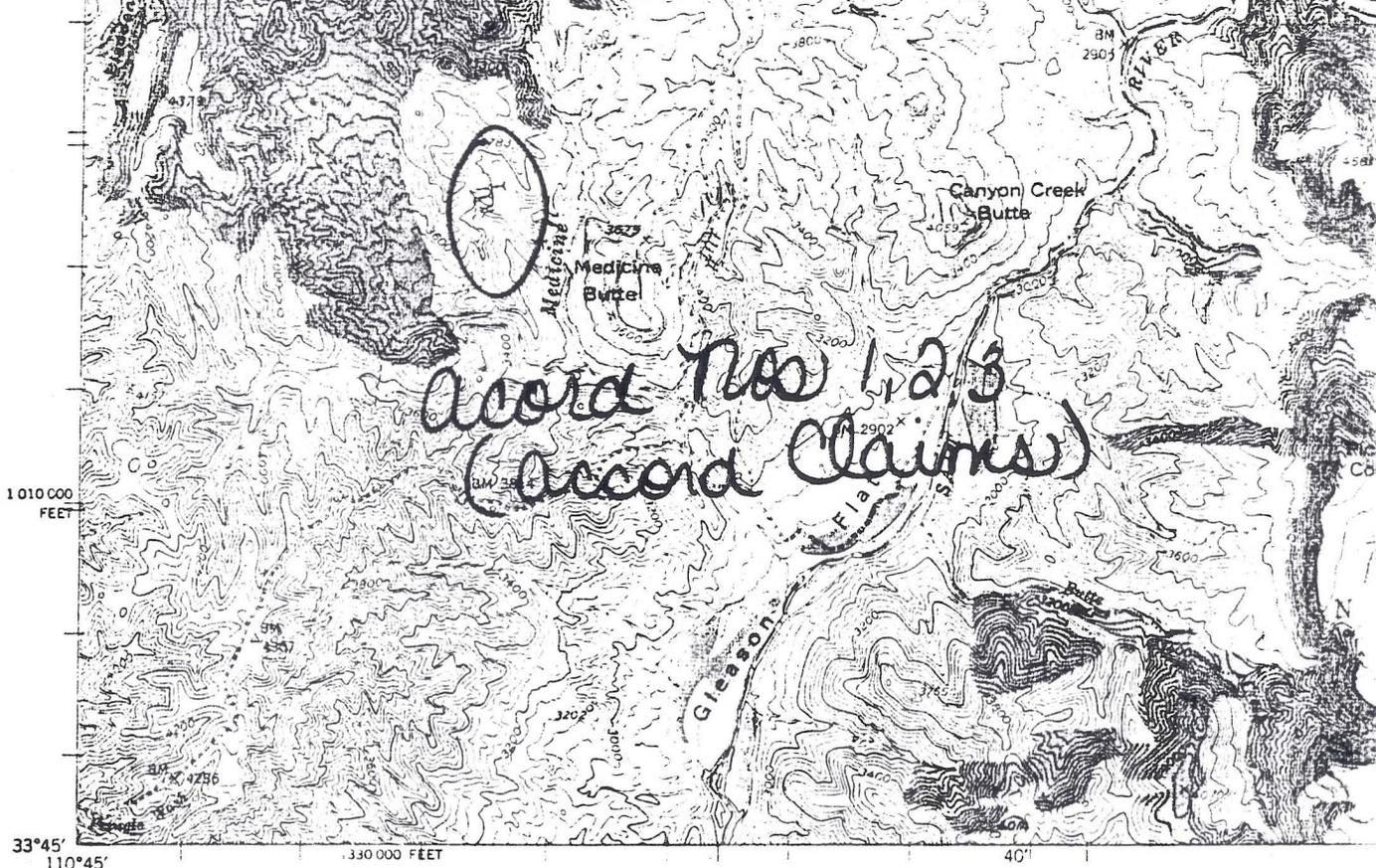
USBM RI 7990, p. 84

ABM Bull. 180, p. 216

Stovall Manganese Co. Treatment Plant (file)

Blue House Mtn. 15' Topo (included in file)

IC 7990, p. 84



1010 000
FEET

33°45' 110°45' 330 000 FEET 40'

(ROCKINSTRAW MTN.)

Mapped, edited, and published by the Geological Survey

Control by USGS, USC&GS, and USFS

Topography from aerial photographs by multiplex methods
Aerial photographs taken 1946

Polyconic projection. 1927 North American datum
10,000-foot grid based on Arizona coordinate system,
east zone

Unchecked elevations are shown in brown

1000-meter Universal Transverse Mercator grid ticks,
zone 12, shown in blue



APPROXIMATE MEAN
DECLINATION, 1949



THIS MAP COMPLETES
FOR SALE BY U. S. GEOLOGICAL SURVEY
A FOLDER DESCRIBING TOPOGRAPHY

Blue House Mtn. 75'

CLAIM OF THE

ACORD NOS. 1, 2, and 3

Under the Contract Settlement Act of 1944

To Metals Reserve Company, Manganese Division

Louis A. Kushns, lessor, Claimant
P. O. Box 366
Globe, Arizona

Metals Reserve Company
811 Vermont Avenue
Washington, D. C.

Subject: Manganese Contract
Settlement Claim

Gentlemen:

Pursuant to the Contract Settlement Act of 1944, I, Louis A. Kuehne, P. O. Box 366, Globe, Gila County, Arizona, hereby submit claim as follows:

1) I am the lessor of certain mineral claims known as the Acord Nos. 1, 2 and 3, located in Gila County within the boundaries of an Indian Reservation. Confirmation of such lease is presented by photostatic copies of Office of Indian Affairs documents attached as Exhibits "A" and "B".

I am likewise lessor of a group of mineral claims known as the Apache Group and/or Apache Manganese Mines, which I subleased to various other operators by reason of my inability to finance and operate both groups of claims simultaneously.

2) Within the definition of Section 3(a) of the Act I was a war contractor, having a valid contract with the Metals Reserve Company to supply manganese ores at scheduled rates. Such contract was subsequently assigned to the Apache Manganese Mine and a copy is no longer in my possession for attachment. Proof of the existence of such contract is, however, evidenced in a letter from the Metals Reserve Company, a photostatic of which is attached as Exhibit "C".

3) The mining property in question is isolated and extremely difficult to reach by road. Hauling expenses on ore were exorbitant, but improvement was anticipated through the function of the mine access road program. Such improvement was obtained in June 1944, four months following cessation of operations at the Acord group.

Production possibilities were such, however, that development was warranted under the terms of the Metals Reserve Company's manganese schedules. The apparent urgency of production was indicative of a longer period of manganese ore purchasing than actually transpired and was misleading to the producers.

4) Upward revision of acceptable grades of manganese ore to the point where only 42% or higher ore was subject to purchase by Metals Reserve Company for stockpiling made further investment ill advised and such was not attempted. While higher grade ore exists in the Acord property, selective mining and/or sorting would be required to maintain a shipping grade in excess of 42%. Such grade limitation both increased extraction costs and limited commercial tonnage to the extent that the entire enterprise had to be abandoned and the investment expended considered an entire loss.

The changing Metals Reserve Company purchase schedule and specifications alone altered the entire complexion of the profit possibilities and necessitated such abandonment.

5) As a direct result of the severe revision of the manganese schedule sums totalling \$6,982.00 were lost beyond recovery by any means other than through this contract settlement claim. The above amount is sufficient for the recovery of capital, and payment for time, expended upon the enterprise without allowance for gain in either interest or profit.

6) Capital investment was derived from my personal cash balance on hand, together with funds in the amount of \$1,000.00 loaned on my personal note by the First National Bank of Holbrook. This loan, plus accumulated interest, is due and payable on or before May 28, 1945. Immediate action is therefore requested that this claim may be paid in part, if not wholly, prior to that date.

7) Expenditures in the preparation of the property for production can be tabulated as follows:

March 1943 to February 1944

Road construction (contract)	\$1,700.00	
Packing supplies	50.00	
Mine development (contract)	275.00	
Truck Repairs	113.03	
Ground rental (lease)	<u>20.00</u>	\$2,158.03
Labor:		

Kuehne (Incl. pick-up truck and expenses)	\$3,323.97	
Other	<u>740.00</u>	<u>\$4,063.97</u>
Total		\$6,222.00

February 1944 to date:

Miscellaneous dismantling and liquidating expenses	\$ 250.00	
Anticipated expenditure for services and expenses connected with Contract settlement	350.00	
Interest of note paid to First National Bank of Holbrook	<u>160.00</u>	<u>760.00</u>
Total Expenditures		\$6,982.00

8) Authority for payment of this claim is to be found in Sections 1(b), 6(a), 6(b), 6(d)(1), 6(g), 7(f) of the Act.

9) This claim is made in good faith and without fraudulent intent. All information pertinent to, or bearing upon, this claim has, to the best of my knowledge and belief, been above described or cited or is attached hereto.

Respectfully submitted,

Louis A. Kuehne
Box 366
Globe, Arizona

Subscribed and sworn before me this _____ day of _____ 1945.

Notary Public

My commission expires _____.

Metals Reserve Company
811 Vermont Avenue
Washington, D. C.

Subject: Manganese Contract
Settlement Claim

Gentlemen:

Pursuant to the Contract Settlement Act of 1944, I, Louis A. Kuehne,
P. O. Box 366, Globe, Gila County, Arizona, hereby submit claim as follows:

1) I am the lessor of certain mineral claims known as the Acord Nos. 1, 2 and 3, located in Gila County within the boundaries of an Indian Reservation. Confirmation of such lease is presented by photostatic copies of Office of Indian Affairs documents attached as Exhibits "A" and "B".

I am likewise lessor of a group of mineral claims known as the Apache Group and/or Apache Manganese Mines, which I subleased to various other operators by reason of my inability to finance and operate both groups of claims simultaneously.

2) Within the definition of Section 3(a) of the Act I was a war contractor, having a valid contract with the Metals Reserve Company to supply manganese ores at scheduled rates. Such contract was subsequently assigned to the Apache Manganese Mine and a copy is no longer in my possession for attachment. Proof of the existence of such contract is, however, evidenced in a letter from the Metals Reserve Company, a photostatic of which is attached as Exhibit "C".

3) The mining property in question is isolated and extremely difficult to reach by road. Hauling expenses on ore were exorbitant, but improvement was anticipated through the function of the mine access road program. Such improvement was obtained in June 1944, four months following cessation of operations at the Acord group.

Production possibilities were such, however, that development was warranted under the terms of the Metals Reserve Company's manganese schedules. The apparent urgency of production was indicative of a longer period of manganese ore purchasing than actually transpired and was misleading to the producers.

4) Upward revision of acceptable grades of manganese ore to the point where only 42% or higher ore was subject to purchase by Metals Reserve Company for stockpiling made further investment ill advised and such was not attempted. While higher grade ore exists in the Acord property, selective mining and/or sorting would be required to maintain a shipping grade in excess of 42%. Such grade limitation both increased extraction costs and limited commercial tonnage to the extent that the entire enterprise had to be abandoned and the investment expended considered an entire loss.

The changing Metals Reserve Company purchase schedule and specifications alone altered the entire complexion of the profit possibilities and necessitated such abandonment.

5) As a direct result of the severe revision of the manganese schedule sums totalling \$6,982.00 were lost beyond recovery by any means other than through this contract settlement claim. The above amount is sufficient for the recovery of capital, and payment for time, expended upon the enterprise without allowance for gain in either interest or profit.

6) Capital investment was derived from my personal cash balance on hand, together with funds in the amount of \$1,000.00 loaned on my personal note by the First National Bank of Holbrook. This loan, plus accumulated interest, is due and payable on or before May 28, 1945. Immediate action is therefore requested that this claim may be paid in part, if not wholly, prior to that date.

7) Expenditures in the preparation of the property for production can be tabulated as follows:

March 1943 to February 1944		
Road construction (contract)	\$1,700.00	
Packing supplies	50.00	
Mine development (contract)	275.00	
Truck Repairs	113.03	
Ground rental (lease)	<u>20.00</u>	\$2,158.03
Labor:		

Kuehne (Incl. pick-up truck and expenses)	\$3,323.97	
Other	<u>740.00</u>	<u>\$4,063.97</u>
Total		\$6,222.00

February 1944 to date:

Miscellaneous dismantling and liquidating expenses	\$ 250.00	
Anticipated expenditure for services and expenses connected with Contract settlement	350.00	
Interest of note paid to First National Bank of Holbrook	<u>160.00</u>	<u>760.00</u>
Total Expenditures		\$6,982.00

8) Authority for payment of this claim is to be found in Sections 1(b), 6(a), 6(b), 6(d)(1), 6(g), 7(f) of the Act.

9) This claim is made in good faith and without fraudulent intent. All information pertinent to, or bearing upon, this claim has, to the best of my knowledge and belief, been above described or cited or is attached hereto.

Respectfully submitted,

Louis A. Kuehne
Box 366
Globe, Arizona

Subscribed and sworn before me this _____ day of _____ 1945.

Notary Public

My commission expires _____.

NAME OF MINE: ACORD

COUNTY: GILA

DISTRICT:

METALS: PB, AG

OPERATOR AND ADDRESS:

MINE STATUS

DATE:		DATE:	
5/1/44	L.A.Kuehne, Box 366, Globe	5/1/44	Financing
		8/44	Idle
		4-45	Contract Settlement Claims

DEPARTMENT OF MINERAL RESOURCES

STATE OF ARIZONA

FIELD ENGINEERS REPORT

Mine ACORD NOS. 1, 2 & 3 Date January, 1955
District APACHE RESERVATION, GILA COUNTY Engineer B. J. SQUIRE
Subject:

ORE - Manganese

OWNER: These claims have reverted to the Apache Reservation.

ACORD # 1, 2, 3.

DEPARTMENT OF MINERAL RESOURCES
State of Arizona
MINE OWNER'S REPORT

Date October 15, 1951.

1. Mine: Apache & Acord Claims
2. Location: Sec. On Reservation Range..... Nearest Town Globe
Distance 65 Miles Direction North Road Condition All good except 12 Miles
3. Mining District & County: Globe -Gila
4. Former Name of Mine: Kumo Mines Co.
5. Owner: G.L.Noel - Lease from White River Apache Indian Reservatio
Address: Box 87 Holbrook, Arizona.
6. Operator:.....
Address:.....
7. Principal Minerals: Manganese
8. Number of Claims: 9 Lode yes Placer.....
Patented..... Unpatented Unpatented
9. Type of Surrounding Terrain: Barren Hills Pretty rough
10. Geology & Mineralization:.....
11. Dimension & Value of Ore Body: To be determined

12. Ore "Blocked Out" or "In Sight" **None blocked out but considerable in sight**
There is several blowouts with good showings, which will average
40 to 50 % that is one fifth is good clean ore and four fifths
is shot full of gravel and needs to be milled.

Ore Probable: **There is thousands of tons**

13. Mine Workings—Amount and Condition: **three short tunnels in good condition**

No.	Feet	Condition
Shafts 1	25	Good
Raises	None	
Tunnels 4	25, 30, 35, 100	the long one has caved in to surface
Crosscuts	none	
Stopes		

14. Water Supply: **Was plenty for camp purposes in tunnel that caved in.**

15. Brief History: **During World war one there was about Six Hundred tons**
Mined and sold 40% or better

16. Signature: *J. L. Noel*

17. If Property for Sale, List Approximate Price and Terms: **As this property is a Federal**
lease, I would like to operate it on a net profit percentage.

JAMES E. MURRAY, MONT., CHAIRMAN
ALLEN J. ELLENDER, LA.
JAMES M. MEAD, N. Y.
TOM STEWART, TENN.
CLAUDE PEPPER, FLA.
JAMES G. SCRUGHAM, NEV.
BRIEN MCMAHON, CONN.

ARTHUR CAPPER, KANS.
GEORGE A. WILSON, IOWA
KENNETH S. WHERRY, NEBR.
C. DOUGLASS BUCK, DEL.
THOMAS C. HART, CONN.

DEWEY ANDERSON, EXECUTIVE SECRETARY

United States Senate

Special Committee to Study Problems of
American Small Business

May 25, 1945

Mr. G. L. Noel
Holbrook
Arizona

Dear Mr. Noel:

Senator Carl Hayden has referred to me a copy of his letter of May 24 to you, regarding your contract termination claim.

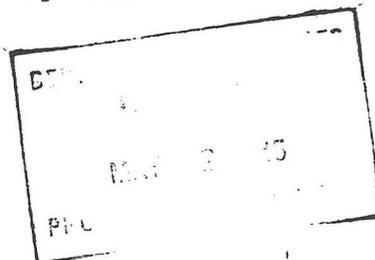
You may be interested in knowing that to date the government agencies have, as far as we know, rejected every mining claim filed under the Contract Settlement Act on some pretext or other. On the basis of various domestic and foreign claims which have been filed and rejected, we are preparing amendments to the Contract Settlement Act, which we trust will cure the situation and provide relief of a similar nature to that given by the War Minerals Relief Act of 1919 but more promptly.

Sincerely yours,

Bill Broadgate

W. C. Broadgate
Technical Consultant

cc: Mr. C. H. Dunning, Director
Arizona Department of Mineral
Resources



DEPT. MINERAL RESO.
MAY 29 1945

CARTER GLASS, VA., CHAIRMAN

KENNETH MCKELLAR, TENN.
CARL HAYDEN, ARIZ.
MILLARD E. TYDINGS, MD.
RICHARD B. RUSSELL, GA.
PAT MCCARRAN, NEV.
JOHN H. OVERTON, LA.
JOHN H. BANKHEAD, ALA.
JOSEPH C. O'MAHONEY, WYO.
HARRY S. TRUMAN, MO.
THEODORE FRANCIS GREEN, R. I.
FRANCIS MALONEY, CONN.
DENNIS CHAVEZ, N. MEX.
JAMES M. MEAD, N. Y.
BURNET R. MAYBANK, S. C.

GERALD F. NYE, N. DAK.
STYLES BRIDGES, N. H.
RUFUS C. HOLMAN, OREG.
WALLACE H. WHITE, JR., MAINE
CHAS GURNEY, S. DAK.
C. WAYLAND BROOKS, ILL.
CLYDE M. REED, KANS.
HAROLD H. BURTON, OHIO
JOSEPH H. BALL, MINN.

United States Senate

COMMITTEE ON APPROPRIATIONS

May 24, 1945

MAY 29 1945

EVERARD H. SMITH, CLERK
JOHN W. R. SMITH, ASST. CLERK

Mr. G. L. Noel
Holbrook, Arizona

My dear Noel:

Referring to my letter of May 30, I deeply regret that it is impossible to send you any more favorable word than is contained in the reply just received from Charles B. Henderson, President of the Metals Reserve Company, with which he enclosed a copy of a communication addressed to Mr. Louis A. Kuehne of Globe, Arizona on May 15 by Harvey J. Gunderson, Executive Vice President of the Metals Reserve Company, relative to the contract termination claim covering Acord Nos. 1, 2 and 3.

I have had an opportunity to discuss this and other similar applications for contract termination claims with Mr. William C. Broadgate, Special Consultant on Mining and Minerals to the Special Senate Committee to Investigate the Problems of Small Business, Room 13-B, Senate Office Building, Washington 25, D. C. He tells me that he will keep in touch with the matter with a view to determining whether there is more that can be done to be helpful in this case. For this reason, I will be much obliged if you will let Mr. Broadgate know if there are any new developments out there.

With kindest personal regards, I am,

Yours very sincerely,

Carl Hayden

CC: William C. Broadgate
Charles H. Dunning, State Director
Arizona Department of Mineral Resources
Home Builders Building
Phoenix, Arizona

METALS RESERVE COMPANY

Washington 25, D. C.

May 15, 1945

COPY

Mr. Louis A. Kuehne,
P. O. Box 366,
Globe, Arizona.

Dear Sir:

Reference is made to the claim dated April 24, 1945, heretofore filed by you with Metals Reserve Company in the sum of \$6,982 under the Contract Settlement Act of 1944 in connection with your manganese mining operations in Gila County, Arizona.

You refer to a contract between you and Metals Reserve Company for the sale of manganese, state that the contract was assigned subsequently to the "Apache Manganese Mines", and submit as proof of the existence of the contract a photostatic copy of a letter dated June 16, 1943, from Mr. Ben F. Ellis of Metals Reserve Company to Mr. L. B. Owens, Holbrook, Arizona.

Our records indicate that no contract was ever entered into with you, but that, under date of April 15, 1942, a contract, identified as Contract No. MR C-1 P.749 (Manganese) was entered into by this Company with Apache Manganese Mines, Inc., Glendale, Arizona, for the purchase of 2,000 long tons of manganese ore to be produced from the Kuehne (also known as Bohse) Manganese Mine, located in the Fort Apache Indian Reservation, Gila County, Arizona. Under this contract the ore had to be delivered at the rate of two carloads per month commencing no later than May 15, 1942, and this Company had the right to cancel if the Seller failed to meet the delivery schedule. On July 29, 1943, the contract was cancelled in accordance with the terms of the contract because of the Seller's default in compliance with the delivery requirements, only 71 long tons having been delivered as of the date of cancellation. Cancellation was effected only after the Seller failed to reply to this Company's written inquiry as to the reasons for its default. Since this contract was terminated because of default, it does not come within the Contract Settlement Act of 1944, which relates to contracts terminated for any reason "except the default" of the contractor (Sec. 3 (d)).

The letter to Mr. Owens, to which you refer, noted that the mining claims involved were, according to Mr. Owens' advice, the same claims as those covered by the above contract, and Mr. Owens stated that these claims were "the only leases held by Kuehne on the reservation". It is noted further from Exhibit A filed with your claim that your lease on the Acord Nos. 1, 2 and 3 was approved by the Department of the Interior, Office of Indian Affairs (Fort Apache Indian Agency) on December 18, 1943, subsequent to termination of the aforesaid contract with Apache Manganese Mines, Inc. No contract ever existed between you and Metals Reserve Company covering production of manganese from the Acord Nos. 1, 2 and 3, and hence no question of termination can conceivably arise in connection therewith.

Your claim further makes reference to this Company's manganese schedules, and states that upward revision of grades of manganese ore to the point where only 42 per cent or higher ore was purchasable by Metals Reserve Company necessitated

Mr. Louis A. Kuehne

Page 2.

the abandonment of your operations, your claim also reciting that the mine access road improvements for your mining property were obtained "in June 1944, four months following cessation of operations at the Acord group". The schedules (or Circulars as they are commonly known), which provided for the delivery of a higher grade of manganese than was previously acceptable, were issued under date of September 1, 1944, at least two months after the date when you state that you ceased operations, and related only to material delivered on and after January 1, 1945, since, as to all deliveries up to and including December 31, 1944, Metals Reserve Company announced that the specifications stipulated in its May 15, 1943, Circulars covering domestic manganese, both under contract and for delivery in small lots to purchase depots, would be adhered to. Further, the September 1, 1944, Circulars constituted a new offer to purchase manganese from and after January 1, 1945, since the offer embodied in the May 15, 1943 Circulars expired by its terms on December 31, 1944. All of these Circulars covered only the purchase of materials upon the terms expressly stated therein and did not in any way constitute prospecting or development operations, nor did they in any way whatsoever constitute any commitment on the part of Metals Reserve Company with respect to the assumption of normal business risks involved in manganese mining. In the one case, manganese producers were required to obtain specific contracts with Metals Reserve Company, and, in the case of purchase depot deliveries, the offer to purchase was accepted only by delivery by the producer of acceptable material under the terms of the Circular.

From the above record, it is apparent that you do not have a claim against this Company under the Act in question, and you are therefore hereby advised that the claim you submitted is denied in its entirety by Metals Reserve Company.

Yours very truly,

Harvey J. Gunderson
Executive Vice President

304 Home Builders Bldg.
Phoenix, Arizona
April 23, 1945

Mr. Louis A. Kuehne
Box 366
Globe, Arizona

Dear Mr. Kuehne:

Enclosed are four copies of your claim. Please sign the original before a notary and mail to the Metals Reserve Company as addressed. Send a copy to Senator Carl Hayden and Senator James E. Murray with a personal letter enlisting their support. The fourth copy is for your file.

The Metals Reserve Company is very tough at present and I have little hope that this claim will be paid without additional correspondence. However, if it is rejected we will file an appeal before the Appeal Board and keep on working on it. Do not reply to any Metals Reserve Company letters without sending them on to me first.

Very truly yours,

Earl F. Hastings

EFH:LP
Enc. 4

304 Home Builders Bldg.
Phoenix, Arizona
April 5, 1945

Mr. Louis A. Kushne
Box 366
Globe, Arizona

Dear Mr. Kushne:

I am holding up filing of your claim for several reasons: There seems to be some doubt as to policy in Washington which needs clarifying, I have had no reply from Dr. Fulk on my request for the M.R.C. contract, and because we wish to file a test case to establish precedent.

This delay is unfortunate but will serve to strengthen your case to the extent that the delay is well worth while.

In the meantime I am assembling the facts that your claim may be finished in final form within the shortest possible time after the above matters have been settled.

Sincerely yours,

Earl F. Hastings

EFH:LP

UNITED STATES
DEPARTMENT OF THE INTERIOR

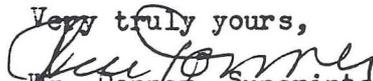
OFFICE OF INDIAN AFFAIRS
Fort Apache Indian Agency
Whiteriver, Arizona
December 18, 1943

Mr. Louis A. Kuehne
Box 366
Globe, Arizona

Dear Mr. Kuehne:

The Council passed a resolution approving your lease on the Acord No. 1, 2 and 3. It will be necessary to prepare new Lease Forms and Bond. Would it be possible for you to come to this Agency to help in preparing these forms for you. Will you please advise us when you expect to come.

Very truly yours,


Wm. Donner, Superintendent

"A"

METALS RESERVE COMPANY

WASHINGTON, D. C.

June 16, 1943

Mr. L. B. Owens
Hutchinson & Owens
Holbrook, Arizona

Dear Mr. Owens:

We have your letter of June 12, 1943 advising that the Kuehne claims which we presently have under contract are the same property as that referred to in your application as the Apache Mine, and that it would be agreeable with you to simply change the contract into your name.

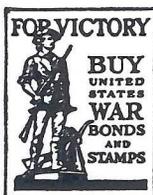
According to our records, there is no evidence of the party with whom we presently hold the contract requesting its cancellation or of their advising that they do not expect to make deliveries under same. In the event you have leased the property and the present Contractor does not expect to effect further deliveries, we will be glad to consider your application, but it will first be necessary for us to receive a request from the present Contractor that his contract be cancelled.

Further consideration of your request must, therefore, be held in abeyance pending receipt of such information.

Very truly yours,

Ben F. Ellis

Ben F. Ellis



"C"

METALS RESERVE COMPANY

Washington

May 31, 1945

COPY

Honorable Carl Hayden
Senate Office Building
Washington, D. C.

My dear Senator Hayden:

Reference is made to your letter of May 3, 1945, relative to the claim filed with Metals Reserve Company by Mr. Louis A. Kuehne, Globe, Arizona, under the Contract Settlement Act of 1944 for losses sustained in the operation of certain manganese mining properties designated as Acord Nos. 1, 2 and 3.

Under date of May 15, 1945, the Directors of Metals Reserve Company rejected this claim in its entirety and there is enclosed a copy of the letter notifying Mr. Kuehne of such action, which states in some detail the basis for denial.

As requested, we return herewith the enclosures transmitted with your aforesaid letter.

Sincerely yours,

s/ Charles B. Henderson
Charles B. Henderson
President

Enclosures