



## **CONTACT INFORMATION**

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06/10/87

ARIZONA DEPARTMENT OF MINES AND MINERAL RESOURCES FILE DATA

PRIMARY NAME: POOL MICA MINE

ALTERNATE NAMES:

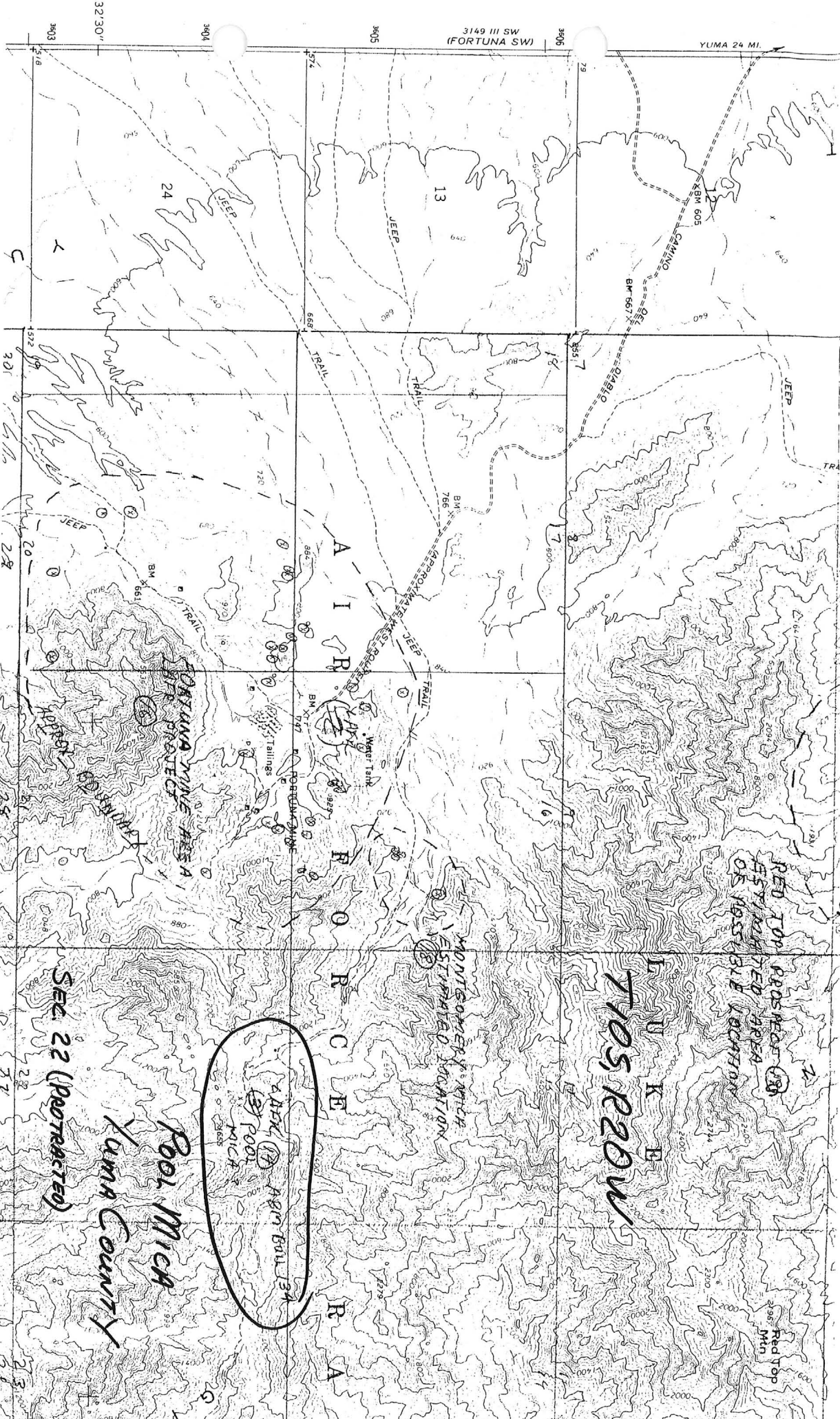
YUMA COUNTY MILS NUMBER: 799

LOCATION: TOWNSHIP 10 S RANGE 20 W SECTION 22 QUARTER NE  
LATITUDE: N DEG MIN SEC LONGITUDE: W DEG MIN SEC  
TOPO MAP NAME: FORTUNA MINE 7.5 MIN

CURRENT STATUS:

COMMODITY:  
MICA MUSCOVITE

BIBLIOGRAPHY:  
ADMMR POOL MICA FILE



FORTUNA MINE QUAD, ARIZ 7 1/2'

RED TOP PEAK NEAR  
ESTABLISHED AREA  
OF POSSIBLE LOCATION

LUKE  
TIOS, ROAD

AIR

ROCK

RA

Pool MICA

Yuma County

SEC 22 (PROTECTED)

3149 III SW  
(FORTUNA SW)

YUMA 24 MI.

MICA

MAITLAND, Wm. B.,  
Box 1128, Yuma, Arizona

1-9-1942

HAS a SCRAP MUSCOVITE MICA DEPOSIT, 26 miles SE of Yuma.  
1 claim.

Asked for M.O.Report - See letter in file.



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

# WESTERN UNION

1201

SYMBOLS
DL=Day Letter
NT=Overnight Telegram
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

R. B. WHITE  
 PRESIDENT

NEWCOMB CARLTON  
 CHAIRMAN OF THE BOARD

J. C. WILLEVER  
 FIRST VICE-PRESIDENT

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

S72 39 NT=LOSANGELES CALIF 16

1940 DEC 16 PM 11 35

WM MAITLAND=

349 10TH AVE YUMA ARIZ=

BILL HAVE MR POOL SACK TWO HUNDRED POUNDS OF MICA AND SHIP TO ME BY MOTOR TRANSPORTATION ADDRESS TWO FOUR FIVE FIVE EAST FIVE SEVEN STREET LOSANGELES HAVE PEOPLE WANTING TO MAKE TESTS WILL PAY FREIGHT AT THIS END=

O A GARRIO.....

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S10 23 NT=LOSANGELES CALIF DEC 24

WM MAITLAND=

349 10TH AVE

MICA SAMPLES HAVE NOT ARRIVED IF THEY HAVE NOT BEEN SENT I WILL COME DOWN AND GET THEM WIRE BONNIE VISTA HOTEL LOSANGELES=

O A GARRIO.

**AN ANSWER IS EXPECTED**  
 BY THE SENDER OF THIS MESSAGE. PLEASE GIVE IT TO THE MESSENGER OR TELEPHONE IT TO  
**WESTERN UNION**

ANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

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

*1400*

# WESTERN UNION

1201

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

R. B. WHITE  
PRESIDENT

NEWCOMB CARLTON  
CHAIRMAN OF THE BOARD

J. C. WILLEVER  
FIRST VICE-PRESIDENT

(20)

MAY 4 PM 12

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SU121 32 DL=WILLIAMS ARIZ 4 120P  
 J D MURPHY CARE WORTHINGTON PUMP CO=  
 5075 SANTAFE AVE LOSA=

QUOTE TWENTY FIVE DOLLARS NUMBER ONE TIMBERS TWENTY TWO  
 DOLLARS NUMBER TWO TIMBERS EIGHTEEN DOLLARS NUMBER THREE  
 TIMBERS FOB WILLIAMS ARIZONA 3 X 3 TO 12 X 12 - 12 TO 16'=  
 SAGINAW AND MANISTEE LBR CO.

3 X 3 12 X 12 12 16'

## THE WESTERN UNION TELEGRAPH COMPANY

### NOTICE REGARDING TELEGRAM

R. B. WHITE  
PRESIDENT

NEWCOMB CARLTON  
CHAIRMAN OF THE BOARD

J. C. WILLEVER  
FIRST VICE-PRESIDENT

*Ret made*

S221

YUMA ARIZ DEC 25 1940

19

DELIVERY NO. MAITLAND

(STREET ADDRESS, CITY, AND DATE)

NAME  
349 10TH AVE YUMA A RIZ

ADDRESS

Your telegram of DEC 25 1940 19 to O A GARRIO

DATE

ADDRESSEE

at BONNIE VISTA HOTEL LOSA is undelivered for the following reason:

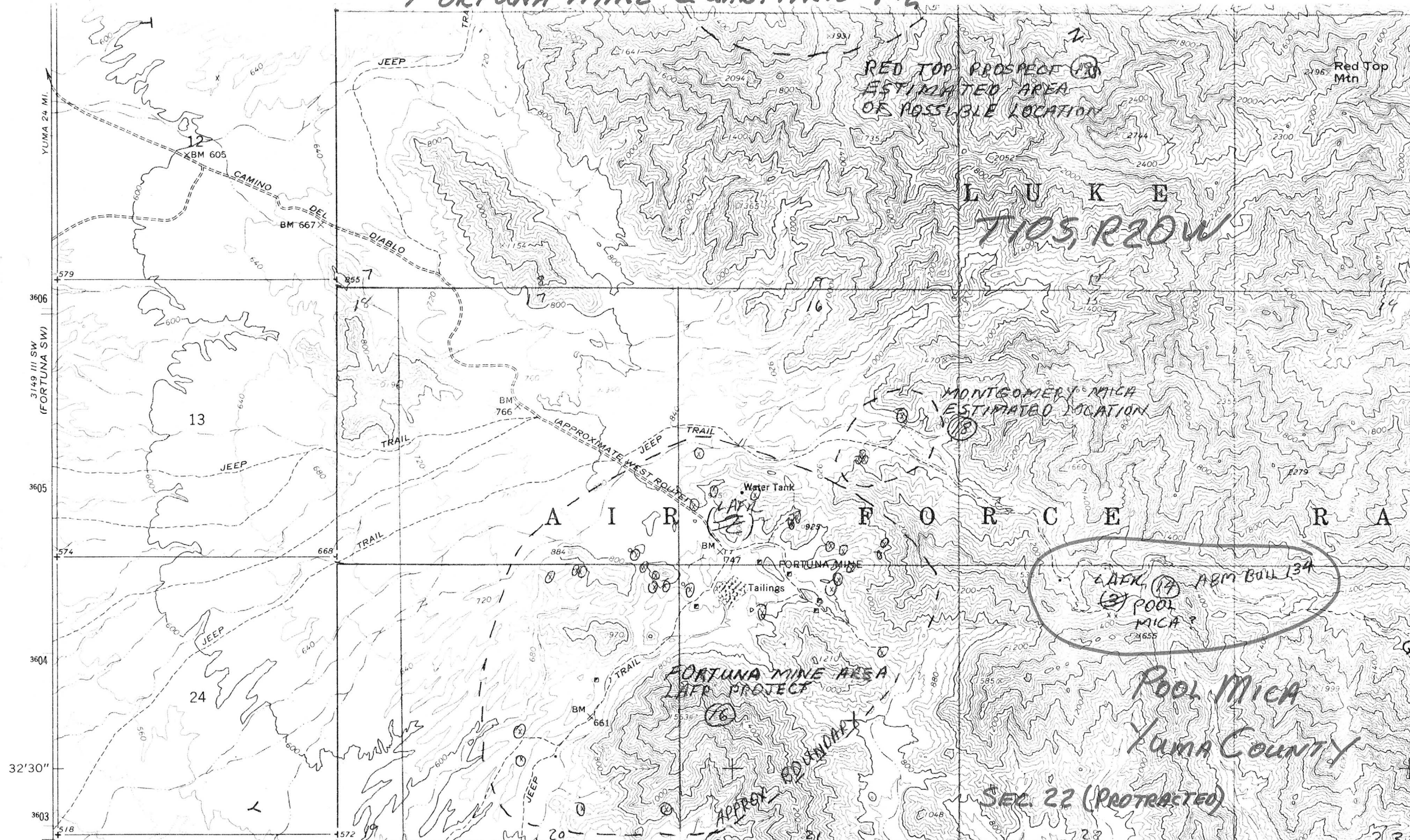
ADDRESSEE IS UNKNOWN AT HOTEL CAN YOU GIVE US MORE

INFORMATION AS TO HOW TO DELIVER MESSAGE

If you have occasion to correct the address originally supplied, please call \_\_\_\_\_

and ask for \_\_\_\_\_

# FORTUNA MINE QUAD. ARIZ 7 1/2'



RED TOP PROSPECT (2)  
ESTIMATED AREA  
OF POSSIBLE LOCATION

LUKE  
TIOS, R20W

MONTGOMERY MICA  
ESTIMATED LOCATION

AREA (17) ABM Bull 134  
(3) POOL  
MICA?

Pool Mica  
Yuma County

SEC. 22 (PROTRACTED)

FORTUNA MINE AREA  
LTP PROJECT

APPROX. QUADRANT

POOL MICA MINE

YUMA COUNTY

KAP WR 10/26/84: Discussed mica and the Pool Mica Mine (file) with Phil Emanuel in Yuma. He is involved in trying to appeal a decision by the Interior Board of Land Appeals which declared the Sugar Loaf and the Honeycomb claims null and void for lack of a discovery. The Sugar Loaf and the Honeycomb claims are part of the Pool Mica Mine. He explained that the main thrust of the Federal Government's case was that the installation of a floatation mill was necessary and the required capital investment too high to justify erecting a mill and developing a mine. However, the government and claim owners were apparently unaware of the U. S. Bureau of Mines pneumatic mica beneficiation process which could possibly reduce capital costs significantly.

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PK



BLM Micropike lists Pool Area

covered by

		AMC
(J) Waterhole #1, #2	Sec 17, T10S R20W	49045-6
<del>AMC</del> (J) Red Rock (cloud)	" 17	44049
(J) #6 Little Gem	17	44050
(P) #9 Beehive (cloud)	NE 20	60467
(P) White Rock	NE 20	60468
(P) Arizona	NE 20	60469
(P) Red Top	NE 20	60470
<del>Arizona</del>	<del>20 &amp; 21</del>	

(J) Millsite in Sec 17, 44051

Jean Emanuel Bagdad Route, Bagdad 86321

Philip Emanuel 13657 Gatewood Lane Yuma 85369



## United States Department of the Interior

OFFICE OF HEARINGS AND APPEALS  
INTERIOR BOARD OF LAND APPEALS  
4015 WILSON BOULEVARD  
ARLINGTON, VIRGINIA 22203

UNITED STATES  
v.  
EVA M. POOL ET AL.

IBLA 82-40

Decided June 27, 1983

Appeal from decision of Administrative Law Judge Robert W. Mesch declaring invalid two lode mining claims. AZ-14904.

Affirmed.

1. Mining Claims: Contests--Mining Claims:  
Mineral Lands

If a lode mining claim is supported by a discovery, it necessarily follows that the land is mineral in character. If a claim is not supported by a discovery, it is invalid and it would be immaterial whether the land is mineral in character. In any event, the tests for determining the mineral character of land and whether a discovery of a valuable mineral deposit has been made are essentially the same.

2. Mining Claims: Contests--Mining Claims:  
Determination of Validity--Mining Claims:  
Discovery: Generally--Mining Claims:  
Marketability--Mining Claims: Withdrawn  
Land

In order to become entitled to a mining claim, a claimant must establish the presence of a valuable mineral deposit. 30 U.S.C. § 22 (1976). A valuable mineral deposit exists where the mineral found is of such quality and quantity that a person of ordinary prudence would be justified in the further expenditure of his labor and means with a reasonable prospect of success in developing a valuable mine. Castle v. Womble, 19 L.D. 455 (1894).<sup>a</sup> This is the "prudent man test," approved by the U.S. Supreme Court in Chrisman v. Miller, 197 U.S. 313 (1905). It has been

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INDEX CODE:  
43 CFR 4.451

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a) GFS(MIN SUPP) 1

refined to require a showing of marketability, i.e., that the mineral can be presently extracted, removed, and marketed at a profit. United States v. Coleman, 390 U.S. 599 (1968).<sup>b</sup> Where a claim is located on land subsequently withdrawn from appropriation under the mining laws, the claim must be supported by a discovery at the time of withdrawal, as well as the date of the hearing into its validity. Cameron v. United States, 252 U.S. 450 (1920).

3. Administrative Procedure: Burden of Proof--Mining Claims: Contests--Mining Claims: Determination of Validity--Mining Claims: Discovery: Generally--Rules of Practice: Appeals: Burden of Proof

When the Government contests the validity of a mining claim, it bears only the burden of going forward with sufficient evidence to establish a prima facie case. If a prima facie case is presented, the mining claimant then has the burden of overcoming this showing by a preponderance of the evidence.

APPEARANCES: Stephen P. Shadle, Esq., Yuma, Arizona, for appellants.

OPINION BY ADMINISTRATIVE JUDGE MULLEN

Eva M. Pool and others 1/ have appealed from a decision of Administrative Law Judge Robert W. Mesch, dated September 1, 1981, declaring invalid the Honeycomb and Sugar Loaf lode mining claims.

The proceeding was initiated on September 30, 1980, by the Arizona State Office, Bureau of Land Management (BLM), at the request, and on behalf of the Army Corps of Engineers, Department of the Army, when BLM issued a contest complaint pursuant to 43 CFR 4.451.

The claims that are the subject matter of this action are also the subject of a condemnation action brought by the United States in the United States District Court for the District of Arizona. The contest proceeding was initiated in order to determine the validity of the claims and whether the mining claimants are entitled to compensation. The complaint charged that: "A. Valuable minerals have not been found within the limits of said mining claims to constitute a valid discovery within the meaning of the

1/ The appellants are Eva M. Pool, Jean Emanuel, Wilda Louise Myrick, Silvia Marjorie Pool, Ronald A. Pool, and Phillip Emanuel, successors in interest to Will V. Pool and other original locators of the claims.

b) GFS(MIN) JD-1(1968)



mining law either presently or as of August 24, 1962; and B. The land embraced within the claims is non-mineral in character."

Appellants filed a timely answer and denied the charges in the complaint. A hearing was held on March 30, 1981, at Yuma, Arizona. Following the hearing, posthearing briefs were filed on behalf of appellants and contestant BLM. On September 1, 1981, Judge Mesch rendered a decision declaring the claims null and void. An appeal to this Board was filed by appellants in a timely manner. A statement of reasons was also filed.

[1] We will first address the second allegation in the complaint. If a lode mining claim is supported by a discovery, it necessarily follows that the land is mineral in character. If a claim is not supported by a discovery, it is invalid and it would be immaterial whether the land is mineral or non-mineral in character. In any event, the tests for determining the mineral character of land and whether a discovery of a valuable mineral deposit has been made are essentially the same in this case. See United States v. Williamson, 75 I.D. 338 (1968); McCall v. Andrus, 628 F.2d 1185 (9th Cir. 1980).

The Sugar Loaf lode mining claim was located in 1940. The Honeycomb claim was located in 1947. At some time prior to 1953 a leasehold interest in the property was acquired by the Department of the Army (BLM Exh. A). The land was withdrawn from mineral location in 1962. There is no dispute regarding the location of the claims prior to withdrawal (Tr. 6).

The claims were located for mica (Tr. 23). There are two types of mica produced. These are sheet mica and scrap mica (Tr. 8, 31). Sheet mica is a specialty item and little is produced or consumed (1978-79 Bureau of Mines Minerals Yearbook). The mineral examiner found no sheet mica (Tr. 18) and the expert witness for appellants found a couple of pieces of material about 2-1/2 inches in diameter which he claimed to be sheet mica (Tr. 31). No evidence was presented which would demonstrate that there was any quantity of sheet mica, however. No evidence was given other than there might be potential for sheet mica (Tr. 32).

The claims in question were examined by mineral examiners on behalf of the contestant. At the time of the examination, mineral examiners were accompanied by the appellants' representative (Tr. 7). Mineral Examiner Nelson testified as follows:

Q. What did you do in relation to these samples as to being able to draw a comparison as to the validity or invalidity of the claim?

A. Well, I believe that the mica material itself is of a quality, and there actually appears to be a sufficient quantity of material, that a person -- that this material could go into the -- be sole [sic] in the market place as a commodity that could be purchased for the various materials that it goes into. The only problem was that the people that I contacted in Los Angeles and San Diego in regards to paint and the mica mineral brokers, the actual market is for about 12,000 tons a year of this material. It's presently all being supplied from North Carolina, and

c) GFS(MIN) SO-50(1968)

you would have reason to believe that it would be much cheaper to set up a mine someplace in Arizona or someplace closer than North Carolina to supply this material. This was attempted by the Tanner Company of Phoenix in trying to operate the Mica Mule Mine.

Q. Where is the Mica Mule located?

A. That's approximately 70 miles north of Phoenix, about 4 miles west of Black Canyon, Arizona.

Q. Was that deposit of mica comparable to the Sugar Loaf and the Honeycomb deposit?

A. Yes. In fact it appeared somewhat that the -- it was of the same or slightly better quality, the Sugar Loaf and the Honeycomb.

Q. Now based on your investigation, what problems or what was the success or lack of success, as the case may be, with the Tanner Brothers in developing the Mica Mule?

A. They attempted to use a pneumatic process to get a satisfactory recovery of the mica and they were never able to get a product that they could sell. They -- in order to get into the market, they were -- would have had to expend several million dollars, at least, in building a flotation process mill to get a satisfactory product, and the problem was that the thousand tons or so a month that they might expect to market would not justify the construction of such a mill.

Q. But that is a mill--would a mill be essential to make the Honeycomb and the Sugar Loaf producing?

A. Yes. They would have to treat the material and get an upgraded satisfactory product.

Q. Am I understanding you to say that while the material is there, the market is not?

A. Yes, in a sense that with the present problem of attempting to get the quality of material, the necessity of -- to get a grade, that you'd have to build an expensive mill. That would work, but the problem is the expenses you'd have to go to would be not too much -- would be too much when you figure that you have to -- for the amount of product that you're going to turn out.

Q. In other words, the capitalization expense would far -- in your opinion, would far exceed the potential return.

(Tr. 11-13). The mineral examiner then concluded that based upon the cost of developing and operating a mine, and the existing and projected market conditions, it was his opinion that a prudent man would not spend his time and means with a reasonable expectation of making a paying mine (Tr. 13).

Witnesses for appellants presented evidence that there was a market for the product in the Los Angeles area and that there would be a competitive advantage for the property because of rail cost differential (Tr. 33). Appellants' expert witness also testified as to the quantity and quality of the mica located on the claims (Tr. 25-31). Appellants' expert witness testified that, based on his observations, there was valuable mineral in place (Tr. 28). Testimony was given by the mineral examiner regarding the necessity for using a flotation method for recovery of product and the capital cost of such beneficiation plant (Tr. 12). The witness for appellants stated that he had done no beneficiation tests and that he could not testify as to the plant which would be required to process the mica (Tr. 28).

[2] In order to become entitled to a mining claim, a claimant must establish the presence of a valuable mineral deposit. 30 U.S.C. § 22 (1976). A valuable mineral deposit exists where the mineral found is of such quality and quantity that a person of ordinary prudence would be justified in the further expenditure of his labor and means with a reasonable prospect of success in developing a valuable mine. Castle v. Wamble, 19 L.D. 455 (1894).<sup>d</sup> This is the "prudent man test," approved by the U.S. Supreme Court in Chrisman v. Miller, 197 U.S. 313 (1905). It has been refined to require a showing of marketability, i.e., that the mineral can be presently extracted, removed, and marketed at a profit. United States v. Coleman, 390 U.S. 599 (1968). Where a claim is located on land subsequently withdrawn from appropriation under the mining laws, the claim must be supported by a discovery at the time of withdrawal, as well as the date of the hearing into its validity. Cameron v. United States, 252 U.S. 450 (1920).

[3] When the Government contests the validity of a mining claim, it bears only the burden of going forward with sufficient evidence to establish a prima facie case. If a prima facie case is presented, the mining claimant then has the burden of overcoming that showing by a preponderance of the evidence. Hallenbeck v. Kleppe, 590 F.2d 85 (10th Cir. 1979); Foster v. Seaton, 271 F.2d 836 (D.C. Cir. 1959); United States v. Porter, 37 IBLA 313 (1978).<sup>f</sup>

We conclude that the Government failed to present sufficient evidence to establish a prima facie case regarding the lack of discovery in 1962. The following testimony was given by the Government expert witness in cross-examination:

Q. What was the price in 1962, did you check that out?

A. No.

Q. So you don't know whether this claim would have been economically feasible in the '62 era or not?

A. No.

(Tr. 19).

However, a prima facie case was established in support of the allegation that the mining claims are invalid because a valuable mineral deposit had not been found within the limits of either mining claim at the date of the hearing.

d) GFS(MIN SUPP) 1

e) GFS(MIN) JD-1(1968)

f) GFS(MIN) 114(1978)

We believe that appellants did prove to our satisfaction that there was a large quantity of mica on the claims (Tr. 28, 30). We are satisfied with the evidence presented with respect to the quality of the scrap grade mica (Exh. 5). We find that there is sufficient evidence to conclude that there is a market for scrap mica in the Los Angeles area, although appellants admit that the quantity which could be sold to this market is unknown (Tr. 33). We recognize that there would probably be a market advantage in the Los Angeles area, based on the rail haul differential between Yuma, Arizona, and North Carolina (Tr. 33). The mineral examiner testified that the market price for mica was \$40 per ton f.o.b. minesite (Tr. 18). We will accept that figure.

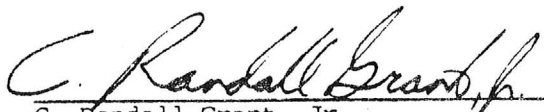
Appellants' expert witness took 10 samples. The average assay of the 10 samples was 47.1 percent (Exh. 5 at 5). Using the value of \$40 per ton for scrap mica and a 47.1 percent grade we calculate that the value of the product in the ground would be \$18.84 per ton. Assuming these figures to be correct (as they are the most favorable figures for appellants' case) we can find no evidence that the product could be mined, upgraded to a marketable product, and delivered to a railhead for less than \$18.84 per ton. In fact, appellants presented no evidence with respect to the cost of mining, beneficiation, or delivery to a railhead. However, evidence must be presented to demonstrate that the product could have been extracted and marketed at a profit. In failing to do so, appellants have failed to carry the necessary burden of proof that there was a discovery on the claims at the time of the hearing. Judge Mesch properly found the claims to be invalid by reason of a lack of discovery.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

  
 R. W. Mullen  
 Administrative Judge

We concur:

  
 James L. Burski  
 Administrative Judge

  
 C. Randall Grant, Jr.  
 Administrative Judge

## DEPARTMENT OF MINERAL RESOURCES

State of Arizona  
MINE OWNER'S REPORT

Date: January 28, 1942

1. Mine: POOL MICA MINE
2. Location: 26 miles southeast of Yuma, and in Gila Mountain Range; 10 miles south of Highway 80 and 1 mile from Fortuna Mine.
3. Mining District & County: Fortuna Mining District, Yuma County, Ariz.
4. Former Name:
5. Owner: Will Pool and Wm. B. Maitland
6. Address (Owners) Box 1128, Yuma, Ariz.
7. Operator:
8. Address (Operator):
9. President, Owning Co:
- 9A. President, Operating Co:
10. Gen. Mgr:
14. Principal Minerals: Muscovite Mica.
11. Mine Supt:
15. Production Rate: Prospect.
12. Mill Supt:
16. Mill - Type & Cap: None.
13. Men Employed: None.
17. Power - Amt. & Type: None.
18. Operations - Present: Prospecting - no definite operations.
19. Operations - Planned: None.
20. Number Claims, Title, etc: One claim held by location - Length 1470'  
Width 472'. Vein runs entire length of claim.  
Title clear and assessment work done.
21. Description - Topography & Geography: Elevation of claim 1500'. Topography rugged. Claim located on side of hill adaptable to tunnel or open cut development. On west slope of Gila Range and in large canyon.
22. Mine Workings - Amt. & Condition: All workings open.  
Tunnel 15' long  
Open cut 20' deep - 10' wide  
Five trenches and open cuts.

(over)

23. Geology & Mineralization: Ore is a pegmatite dike 30' wide and in hornblende and biotite mica schist and gneiss. Pegmatite dike contains muscovite mica, feldspar, quartz and talc. Dike is over 1500' long and dips about 75° with the horizontal. Small amount of mica throughout dike, but mostly concentrated in three layers each about 4' thick.
24. Ore - Positive & Probable, Ore Dumps, Tailings: No positive ore blocked out. No large dumps. No tailings. Probable ore at least 5,000 tons of scrap mica.
- 24A. Dimensions and Value of Ore body: Value of ore body unknown. Dimensions of ore body 1470' long - 30' average width and developed only to a depth of 20'. Percentage of mica in dike not determined as it is variable. Largest mica sheets 2" in diameter. Mica pure white in color.
25. Mine, Mill Equipment & Flow-Sheet: None.
26. Road Conditions - Route: Deposit 13 miles from R. R. siding. By road it is reached by a good dirt road to within 3 miles, from there a poor dirt road to within 3/4 of a mile from the mine, and the balance of the road needs some repair before it can be used. Total distance from mine to highway 80 is 10 miles.
27. Water Supply: Nearest present water supply 12 miles away by road to Blaisdell on the S. P. R. R.
28. Brief History: About 4 years ago one R. R. car of crude ore shipped to Los Angeles by a promoter, but no real production.
29. Special Problems, Reports Filed: Owners have not operated property as they are not familiar with the production and marketing of mica in scrap form, hence would prefer to have property operated by responsible mica company having market for product.
30. Remarks: It would take about \$6,000 to fix road and install small mill on property. Also small compressor and jackhammer would be useful. Light truck needed to haul mica to railroad.
31. If property for sale - Price and terms and address to negotiate: No cash down. All payments out of production on royalty basis to be determined by type of finished product produced and size of operation.
32. Signature: (Signed) Wm. B. MAITLAND,  
Geologist and Supt. Fortuna Mine.

24 February 1942

Mr. Wm. B. Maitland,  
Box 1128,  
Yuma, Arizona.

My dear Mr. Maitland:

I am enclosing herewith a copy of mine owner's report covering the POOL MICA MINE in the Fortuna Mining District, Yuma County, Arizona, which has been filed with this department.

I shall be glad to submit a copy of this report to anyone making inquiry for a property such as yours.

Assuring you of my desire to be helpful, and with best wishes, I am

Yours very truly,

Charles F. Willis  
Chairman, Board of Governors

CFW-jrf  
encl.

cc- Will Pool



ARIZONA DEPARTMENT OF MINERAL RESOURCES  
MINERAL BUILDING, FAIRGROUNDS  
PHOENIX, ARIZONA

July 10, 1958

To the Owner or Operator of the Arizona Mining Property named below:

Pool Mica Mine ( Yuma Company)  
(Property)

Muscovite mica  
(ore)

which we would like to have

to form with as complete detail  
assay returns, shipment returns  
and which might interest a



*W. B. Maitland*

Mr. Wm. B. Maitland

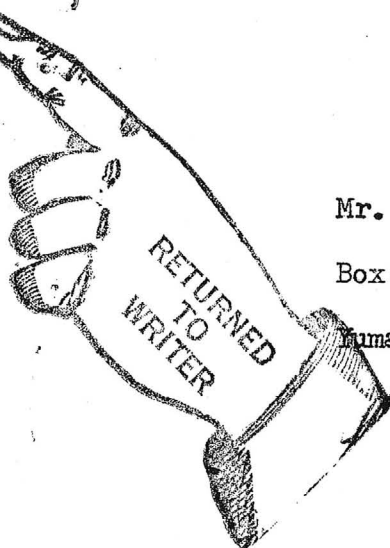
Box ~~1128~~

Yuma, Arizona

*Frank P. Knight*

FRANK P. KNIGHT,  
Director.

Enc: Mine Owner's Report



ARIZONA DEPARTMENT OF MINERAL RESOURCES  
MINERAL BUILDING, FAIRGROUNDS  
PHOENIX, ARIZONA

July 10, 1958

To the Owner or Operator of the Arizona Mining Property named below:

Pool Mica Mine ( Yuma Company)

Muscovite mica

(Property)

(ore)

We have an old listing of the above property which we would like to have brought up to date.

Please fill out the enclosed Mine Owner's Report form with as complete detail as possible and attach copies of reports, maps, assay returns, shipment returns or other data which you have not sent us before and which might interest a prospective buyer in looking at the property.

*Frank P. Knight*

FRANK P. KNIGHT,  
Director.

Enc: Mine Owner's Report



UNIFORM STRAIGHT BILL OF LADING ORIGINAL--NOT NEGOTIABLE SOUTHERN PACIFIC LINES SOUTHERN PACIFIC COMPANY - Pacific Lines PACIFIC MOTOR TRUCKING COMPANY

Shipper's No. Agent's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

at [Handwritten: Fresno, Cal Dec 20], 1940 from [Handwritten: Wm B Matthews]

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to [Handwritten: A A Garrio 2455 East 5th St] (Mail or street address of consignee--For purposes of notification only)

Destination [Handwritten: Los Angeles] State of [Handwritten: Calif] County of

Route

Delivering Carrier Car Initial Car No.

SERVICE DESIRED: Door to Door ( ). Door to Depot ( ). Depot to Door ( ). Depot to Depot ( ).

Table with 5 columns: No. Packages, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS, \*WEIGHT (Subject to Correction), CLASS OR RATE, CHECK COLUMN. Includes handwritten entries for '3 pkgs' and '27'.

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor.) If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ to apply in prepayment of the charges on the property described hereon.

Collect On Delivery \$ For Account Of And Remit To Agent or Cashier. Per (The signature here acknowledges only the amount prepaid.)

C. O. D. Charge to be Paid By: Consignee ( ). Shipper ( ).

Charges advanced: \$

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." NOTE--Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per. [Handwritten: Wm B Matthews] Shipper. 1 [Handwritten: ] Agent. Per.

Box 1128

Yuma, Ariz.

Jan. 5, 1941

Weaver Mfg. Co.  
1639 E. 102nd St.  
Los Angeles, Cal

Dear Sirs:

I am one of the owners of a scrap muscovite mica deposit near Yuma, Arizona and we wish to sell this property to a reputable mica company interested in operating a mica deposit.

The property consists of two full lode claims located 13 miles from a southern Pacific railroad siding and 10 miles from Highway 80. A good graded dirt road runs to within three miles of the property, then a poor road leads to within one mile of the deposit while from there the road has been made impassible by a storm some time ago.

The deposit consists of a pegmatite dike over 4000 feet long and from three to thirty feet wide. The country rock on each side of the dike is pre-Cambrian mica and hornblende schist. The dike dips from 65 to 80 degrees with the horizontal while the composition of the dike is muscovite mica, white feldspar, and quartz. The mica as well as the dike is white in color and contains little if any iron.

Mica flakes are found scattered thruout the dike and thru the center of the dike are found large kidneys or lenses of mica with many books two or more inches across.

Development at the property consists of open cuts, trenches, and short tunnels. A large tonnage of mica could be mined by open cut methods and the deeper ore can be cheaply mined by a short adit tunnel.

If you would be interested in inspecting the property I would be glad to meet your representative in Yuma and take him to the property.

Enclosed in this letter is a small sheet of some of the best of the surface mica.

Sincerely yours,

Wm. B. Maitland

Box 1188  
Yuma, Ariz.  
Dec. 28, 1940

Kennedy Minerals Co.  
2550 E. Olympic Blvd.  
Los Angeles, Cal

Dear Sirs:

I am one of the owners of a scrap muscovite mica deposit near Yuma, Arizona and we wish to sell this property to a reputable mica company interested in operating a mica deposit.

The property consists of two full lode claims located 13 miles from a Southern Pacific railroad siding and 10 miles from Highway 80. A good graded dirt road runs to within three miles of the property, then a poor road leads to within one mile of the deposit while from there the road has been made impassible by a storm but could be easily repaired.

The deposit consists of a pegmatite dike over 4000 feet long and from three to thirty feet wide. The country rock on each side of the dike is pre-Cambrian mica and hornblende schist. The dike dips from 65 to 80 degrees with the horizontal while the composition of the dike is muscovite mica, white feldspar, and quartz. The dike contains little iron and the mica is pure white in color. Mica flakes are found scattered thruout the dike and thru the center of the pegmatite are found large kidneys or lenses of mica with many books two or more inches across.

Development at the property consists of open cuts, trenches, and short tunnels. A large tonnage of mica could be mined by open cut methods and the deeper ore can be cheaply mined by a short adit tunnel.

If you would be interested in inspecting the property I would be glad to meet your representative in Yuma and take him to the property.

Enclosed in this letter is a small sheet of the best mica from the surface of the property.

Sincerely yours,

Wm. B. Haitland

# WESTERN NON-METALLICS

5601 SOUTH BOYLE AVENUE  
LOS ANGELES, CALIFORNIA

Jan. 11, 1941

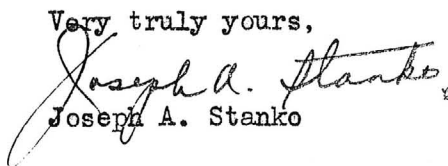
Mr. Wm. B. Maitland,  
Box 1126,  
Yuma, Arizona

Dear Mr. Maitland:

Your letter of December 28th with reference to scrap muscovite mica deposit near Yuma, Arizona reached my office during my absence. For your information I sent a copy of your letter to Mr. Carl Allebrand, Jr. at Ogilby, California, who is plant superintendent of our mine there. I instructed Mr. Allebrand to contact you with the possibility that you might show him the deposit that you refer to.

No doubt you will hear from him within the next few days.

Very truly yours,

  
Joseph A. Stanko

JAS:CM

BOARD OF GOVERNORS:  
CHARLES F. WILLIS, PHOENIX  
CHAIRMAN  
DR. N. H. MORRISON, PHOENIX  
VICE-CHAIRMAN  
SHELTON G. DOWELL, DOUGLAS  
L. V. ROOT, KINGMAN  
LOYDE C. EDMONSON, GLOBE

DEPARTMENT OF MINERAL RESOURCES  
STATE OF ARIZONA  
PHOENIX, ARIZONA  
518 TITLE AND TRUST BUILDING



J. S. COUPAL, PHOENIX  
DIRECTOR  
W. J. GRAHAM, PHOENIX  
ASSISTANT TO THE DIRECTOR  
AND SECRETARY TO THE  
BOARD OF GOVERNORS

FIELD OFFICES AT  
GLOBE - KINGMAN  
PRESCOTT - TUCSON

24 February 1942

REPLY TO

Mr. Wm. B. Maitland,  
Box 1128,  
Yuma, Arizona.

My dear Mr. Maitland:

I am enclosing herewith a copy of mine owner's report covering the POOL MICA MINE in the Fortuna Mining District, Yuma County, Arizona, which has been filed with this department.

I shall be glad to submit a copy of this report to anyone making inquiry for a property such as yours.

Assuring you of my desire to be helpful, and with best wishes, I am

Yours very truly,

*Charles F. Willis*

Charles F. Willis  
Chairman, Board of Governors

CFW-jrf  
encl.

cc- Will Pool



**KENNETH B. McMAHAN**

JACUMBA, CALIFORNIA  
January 20, 1941.

Mr. William Maitland,  
Yuma, Arizona.

Dear Friend Maitland:

Your address is unknown to me so am sending this note to Helen Barraza and asking her to see that you get it.

I am sending a man to see you who wants some Mica. I have told him about the deposit out there by your place. Have explained to him very carefully that there is a big deposit but that it is not shipping ore and that if he does any good with it that he would have to set up his plant right there. He says that he has a party that is anxious for Mica and that he is prepared to plant for cleaning right at the mine.

If he comes to see you and you can do business with him see if you can't edge me a little corner some place along the line

Mrs McMahan and Bob join me in sending regards to you and Mrs, Maitland.

Yours truly,

*Kenneth B. McMahan*

Box 41

Jan. 9, 1942

Dept. of Mineral Resources  
Phoenix, Ariz.

Dear Sirs:

I would like to list a scrap muscovite mica deposit with your department for possible sale or lease.

This deposit, of which I am one of the owners, is located 26 miles southeast of Yuma, Arizona. The mine consists of one claim which is 11 miles from Highway 80 and 13 miles from a station on the railroad. It is reached by a good dirt road to within three miles of the mine then a poor dirt road to within less than  $\frac{1}{2}$  of a mile to the property and the balance of the road needs some repair before it can be used.

The deposit consists of scrap white mica located in a pegmatite dike over 40 feet wide and 1500 feet long which dips nearly vertical. Other minerals in the dike consist of quartz, feldspar, and a small amount of talc and iron stain altho the mica itself has not been discolored.

There is no large mica sheet material in this deposit as the largest clear sheets are about one inch in diameter. Since the mica is distributed nearly uniformly thru the dike the mica would have to be concentrated before shipping. The rock is soft and the overburden thin so that a small shovel could easily mine the ore on a large scale. No water is found in this area.

The development work consists of a number of open cuts and trenches, shafts, and short tunnels. While the mica does not occur in large bunches of pure mica as in many deposits the tonnage of scrap mica is very large and the property could be worked by open pit methods very cheaply.

The property can be obtained on a royalty basis under very reasonable terms by anyone who wishes to put the property in operation.

Sincerely yours,

Wm. B. Maitland

Box. 1128  
Yuma, Ariz.

Nov, 28, 1941.

Mr. William B. Maitland Geologist  
Fortuna Mine  
Yuma, Arizona.

Dear Mr. Maitland:

I want to thank you sincerely for your letter and information on your Mica and I am mighty sorry that we cannot make ourselves into a lot of men and machinery so we could get to all the fine Mica offered us but we are swamped. Yet we need scrap loaded on cars, our price is \$ 12.00 per ton for good scrap.

We need manganese FOB cars of 40 % and up and our price is \$ 17.50 per long ton on up to \$ 30.00 for 48 %, Can you help us?

I am filing your data and rest assured if we can get there to see it we will do this even if we cannot open it up just now.

Sincerely hope I can meet you in person some day soon and again my great thanks to you.

Most Sincerely yours

*Fred P. Leaming*  
Fred P. Leaming

1245 N. Vine  
Hollywood, Calif,  
Telephone H.O. 1911.

Nov. 25, 1941

M. Fred P. Leaming  
1245 N. Vine St.  
Los Angeles, Cal.

Dear Sir:

I am one of the owners of a muscovite mica deposit located 26 miles south east of Yuma Arizona. The mine consists of one claim which is 11 miles from Highway 80 and 13 miles from the railroad. It is reached by a good dirt road to within three miles of the mine then a poor dirt road to within less than  $\frac{1}{2}$  mile of a mile to the property and the balance of the road needs some repair before it can be used.

The deposit consists of scrap white mica located in a pegmatite dike over 40 feet wide and 1500 feet long which dips nearly vertical. Other minerals in the dike consist of quartz, feldspar, and a small amount of talc and iron stain altho the mica has not been discolored.

There is no large mica sheets in this deposit as the largest clear sheets are about 1 inch in diameter. Since the mica is distributed nearly uniformly thru the dike the mica would have to be concentrated on the property. The rock is soft and the overburden thin so that a small shovel could easily mine the ore. No water is found in this area.

It would be very difficult to send you a representative sample in a small lot altho if you are interested I could send you some of the average mica sheets.

The development work consists of a number of open cuts and trenches, shafts, and short tunnels. While the mica does not occur in large bunches of pure mica as in many deposits the tonnage of low grade scrap mica is very large and the property could be worked by open pit methods.

Hoping that this property would be of interest to you, I am

Sincerely yours,

Wm. B. Maitland  
Geologist

**ASSOCIATED MINERALS**

METALICS - NON METALICS

2321 WEST JEFFERSON BOULEVARD

LOS ANGELES, CALIFORNIA

TELEPHONE REPUBLIC 4226

August 4th, 1941.

Mr. William B. Maitland,  
C/o Fortuna Mine,  
P. O. Box 1128,  
Yuma, Arizona.

Dear Sir:

*ultimately* We thank you for your letter of the 12th  
instant regarding your Mica deposit.

As our Mr. Long is away at the present  
time it will be necessary to delay this matter un-  
til sometime later, perhaps after the first of  
September. However, we will be pleased to get in  
touch with you sooner if matters warrant it.

Thanking you again, we are,

Yours very truly,

ASSOCIATED MINERALS,

By

*E. H. Haverstock*  
E. H. Haverstock.

EHH/h

July 12, 1941

Mr. E.H. Haverstock  
Associated Minerals  
2321 W. Jefferson Blvd.  
Los Angeles, Cal.

Dear Sir:

Received your letter of July 1st in regard to the mica property I own. Your Mr. Long, I believe, inspected the property and should be able to give you the information you require as to grade and price per ton. I have had no experience in the production of mica so hesitate to make any estimates on these figures.

In answer to your other question let me say that the property consists of two unpatented full sized claims, 14 miles from a railroad siding (Blaisdell on the S.P.R.R.), 10 miles from Highway 80, and the road is a good graded dirt road from the highway to within 3 miles of the property, then to within 1 mile the road is poor but passable with the last mile of the road washed out in places by last winters rain.

The deposit consists of pure white scrap mica disseminated thru a 40 foot pegmatite dike that is over 3000 feet long. Due to the contour of the land the deposit could be worked to about 30 feet in depth by open cut methods. Since I do not have the facilities to make a mill test it would be impossible for me to estimate the grade of the ore and since I do not have the equipment nor experience to operate the property it would also be impossible for me to estimate the price per ton on board cars. After the road had been improved somewhat I do know that the cost of hauling the product from the mine to the railroad should not exceed \$1.10 per ton.

If you would be interested in operating the property I would be glad to discuss the matter further with you and if necessary assist you in a further inspection of the property.

Sincerely yours,

Wm. B. Maitland

**ASSOCIATED MINERALS**

METALICS - NON METALICS  
2321 WEST JEFFERSON BOULEVARD  
LOS ANGELES, CALIFORNIA  
TELEPHONE REPUBLIC 4226

July 1st, 1941.

Mr. Maitland,  
#349 - 10th Av.,  
Yuma, Arizona.

Dear Mr. Maitland:

Our Mr. Long had the pleasure of seeing you last week in regard to your Mica deposit.

At your early convenience we would be pleased to hear from you regarding the same as to grade, quantity, distance to railroad, distance to deposit from paved road, condition of road, price per ton on board cars at shipping point, what is the shipping point, and any other information that would be of interest concerning the same.

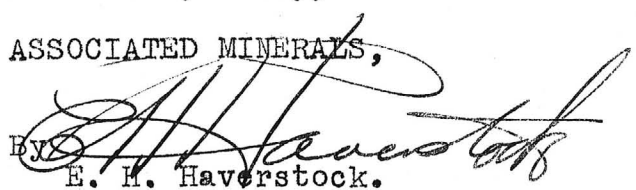
An early reply would be greatly appreciated as we expect to be in that vicinity real soon and would like to include this property in our trip.

Thanking you, we are,

Yours very truly,

ASSOCIATED MINERALS,

BY

  
E. H. Haverstock.

EHH:zh



DEPARTMENT OF MINERAL RESOURCES  
STATE OF ARIZONA  
MINE OWNER'S REPORT

DEPT. MINERAL RESOURCES  
RECEIVED  
FEB 7 1942  
PHOENIX, ARIZONA

Date Jan 28, 1942

- MP-27
1. Mine Pool Mica Mine
  2. Location 26 miles SE of Yuma and in Gila Mt. Range. 10 mi. South of Highway 80 and 1 mile from Fortuna Mine
  3. Mining District & County Fortuna Mining District Yuma Co.
  4. Former name —
  5. Owner Will Pool + Wm B. Matland
  6. Address (Owner) Box 1128, Yuma, Ariz
  7. Operator —
  8. Address (Operator) —
  9. President, Owning Co. —
  - 9A. President, Operating Co. —
  10. Gen. Mgr. —
  14. Principal Minerals Muscovite mica
  11. Mine Supt. —
  15. Production Rate Prospect
  12. Mill Supt. —
  16. Mill: Type & Cap. None
  13. Men Employed None
  17. Power: Amt. & Type None
  18. Operations: Present Prospecting, no definite operations
  19. Operations: Planned None
  20. Number Claims, Title, etc. One claim held by location. Length 1470' width 472' Vein runs entire length of claim. Title clear and assessment work done.
  21. Description: Topography & Geography Elevation of claim 1500' Topography rugged. Claim located on side of hill adaptable to tunnel or open cut development. On west slope of Gila Range and in large canyon
  22. Mine Workings: Amt. & Condition All workings open.  
Tunnel 15' long.  
Open cut 20' deep 10' wide  
Five trenches and open cuts

(over)

23. Geology & Mineralization Ore a pegmatite dike 30' wide in hornblende and biotite mica schist and gneiss. Pegmatite dike contains muscovite mica, feldspar, quartz and talc. Dike is over 1500' long and dips about 75° with the horizontal. Small amount of mica thruout dike but mostly concentrated in three layers each about 4' thick.
24. Ore: Positive & Probable, Ore Dumps, Tailings  
No positive ore blocked out. No large dumps, No tailings  
Probable ore at least 5000 tons of scrap mica
- 24A. Dimensions and Value of Ore body Value of ore body unknown. Dimensions of ore body 1470' long 30' average width and developed only to a depth of 20'. Percentage of mica in dike not determined as it is variable. Largest mica sheets 2" in diameter. Mica pure white in color.
25. Mine, Mill Equipment & Flow-Sheet - None
26. Road Conditions, Route Deposit 13 Miles from R.R. siding. By road it is reached by a good dirt road to within 3 miles of mine, from there a poor dirt road to within 3/4 of a mile from the mine and the balance of the road needs some repair before it can be used. Total distance from mine to Highway 80 is 10 miles
27. Water Supply Nearest present water supply 12 miles away by road to Blaisdell on the S.P. R.R.
28. Brief History About 4 years ago one R.R. car of crude ore shipped to Los Angeles by a promoter but no real production.
29. Special Problems, Reports Filed Owners have not operated property as they are not familiar with the production and marketing of mica in scrap form hence would prefer to have property operated by responsible mica company having market for product.
30. Remarks It would take about \$6000 to fix road and install small mill on property. Also small compressor and jack hammer would be useful. Light truck needed to haul mica to railroad
31. If property for sale: Price, terms and address to negotiate. No cash down. All payments out of production on royalty basis to be determined by type of finished product produced and size of operation.
32. Signature Wm. B. Mantland  
Geologist and Supt. Fortuna Mine
33. Use additional sheets if necessary.

State of Arizona

## MINE OWNER'S REPORT

Date: January 28, 1942

1. Mine: POOL MICA MINE
2. Location: 26 miles southeast of Yuma, and in Gila Mountain Range; 10 miles south of Highway 80 and 1 mile from Fortuna Mine.
3. Mining District & County: Fortuna Mining District, Yuma County, Ariz.
4. Former Name:
5. Owner: Will Pool and Wm. B. Maitland
6. Address (Owners) Box 1128, Yuma, Ariz.
7. Operator:
8. Address (Operator):
9. President, Owning Co:
- 9A. President, Operating Co:
10. Gen. Mgr:
14. Principal Minerals: Muscovite Mica.
11. Mine Supt:
15. Production Rate: Prospect.
12. Mill Supt:
16. Mill - Type & Cap: None.
13. Men Employed: None.
17. Power - Amt. & Type: None.
18. Operations - Present: Prospecting - no definite operations.
19. Operations - Planned: None.
20. Number Claims, Title, etc: One claim held by location - Length 1470' Width 472'. Vein runs entire length of claim. Title clear and assessment work done.
21. Description - Topography & Geography: Elevation of claim 1500'. Topography rugged. Claim located on side of hill adaptable to tunnel or open cut development. On west slope of Gila Range and in large canyon.
22. Mine Workings - Amt. & Condition: All workings open. Tunnel 15' long Open cut 20' deep - 10' wide Five trenches and open cuts.

(over)

(Signed) Wm. B. MAITLAND

Geologist and Supt. Fortuna Mine.



23. Geology & Mineralization: Ore is a pegmatite dike 30' wide and in hornblende and biotite mica schist and gneiss. Pegmatite dike contains muscovite mica, feldspar, quartz and talc. Dike is over 1500' long and dips about 75° with the horizontal. Small amount of mica throughout dike, but mostly concentrated in three layers each about 4' thick.

24. Ore - Positive & Probable, Ore Dumps, Tailings: No positive ore blocked out. No large dumps. No tailings. Probable ore at least 5,000 tons of scrap mica.

24A. Dimensions and Value of Ore body: Value of ore body unknown. Dimensions of ore body 1470' long - 30' average width and developed only to a depth of 20'. Percentage of mica in dike not determined as it is variable. Largest mica sheets 2" in diameter. Mica pure white in color.

25. Mine, Mill Equipment & Flow-Sheet: None.

26. Road Conditions - Route: - Deposit 13 miles from R. R. siding. By road it is reached by a good dirt road to within 3 miles, from there a poor dirt road to within 3/4 of a mile from the mine, and the balance of the road needs some repair before it can be used. Total distance from mine to highway 80 is 10 miles.

27. Water Supply: Nearest present water supply 12 miles away by road to Blaisdell on the S. P. R. R.

28. Brief History: About 4 years ago one R. R. car of crude ore shipped to Los Angeles by a promoter, but no real production.

29. Special Problems, Reports Filed: Owners have not operated property as they are not familiar with the production and marketing of mica in scrap form, hence would prefer to have property operated by responsible mica company having market for product.

30. Remarks: It would take about \$6,000 to fix road and install small mill on property. Also small compressor and jackhammer would be useful. Light truck needed to haul mica to railroad.

31. If property for sale - Price and terms and address to negotiate: No cash down. All payments out of production on royalty basis to be determined by type of finished product produced and size of operation.

32. Signature: (Signed) Wm. B. MATTLAND,  
Geologist and Supt. Fortuna Mine.

## DEPARTMENT OF MINERAL RESOURCES

State of Arizona

## MINE OWNER'S REPORT

Date: January 28, 1942

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6. Address (Owners) Box 1128, Yuma, Ariz.
7. Operator:
8. Address (Operator):
9. President, Owning Co:
- 9A. President, Operating Co:
10. Gen. Mgr:
14. Principal Minerals: Muscovite Mica.
11. Mine Supt:
15. Production Rate: Prospect.
12. Mill Supt:
16. Mill - Type & Cap: None.
13. Men Employed: None.
17. Power - Amt. & Type: None.
18. Operations - Present: Prospecting - no definite operations.
19. Operations - Planned: None.
20. Number Claims, Title, etc: One claim held by location - Length 1470' Width 472'. Vein runs entire length of claim. Title clear and assessment work done.
21. Description - Topography & Geography: Elevation of claim 1500', Topography rugged. Claim located on side of hill adaptable to tunnel or open cut development. On west slope of Gila Range and in large canyon.
22. Mine Workings - Amt. & Condition: All workings open.  
Tunnel 15' long  
Open cut 20' deep - 10' wide  
Five trenches and open cuts.

(over)

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31. If property for sale - Price and terms and address to negotiate: No cash down. All payments out of production on royalty basis to be determined by type of finished product produced and size of operation.
32. Signature: (Signed) Wm. B. MAITLAND,  
Geologist and Supt. Fortuna Mine.

## DEPARTMENT OF MINERAL RESOURCES

State of Arizona  
MINE OWNER'S REPORT

Date: January 28, 1942

1. Mine: POOL MICA MINE
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5. Owner: Will Pool and Wm. B. Maitland
6. Address (Owners) Box 1128, Yuma, Ariz.
7. Operator:
8. Address (Operator):
9. President, Owning Co:
- 9A. President, Operating Co:
10. Gen. Mgr:
14. Principal Minerals: Muscovite Mica.
11. Mine Supt:
15. Production Rate: Prospect.
12. Mill Supt:
16. Mill - Type & Cap: None.
13. Men Employed: None.
17. Power - Amt. & Type: None.
18. Operations - Present: Prospecting - no definite operations.
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22. Mine Workings - Amt. & Condition: All workings open. Tunnel 15' long Open cut 20' deep - 10' wide Five trenches and open cuts.

(over)



23. **Geology & Mineralization:** Ore is a pegmatite dike 30' wide and in hornblende and biotite mica schist and gneiss. Pegmatite dike contains muscovite mica, feldspar, quartz and talc. Dike is over 1500' long and dips about 75° with the horizontal. Small amount of mica throughout dike, but mostly concentrated in three layers each about 4' thick.
24. **Ore - Positive & Probable, Ore Dumps, Tailings:** No positive ore blocked out. No large dumps. No tailings. Probable ore at least 5,000 tons of scrap mica.
- 24A. **Dimensions and Value of Ore body:** Value of ore body unknown. Dimensions of ore body 1470' long - 30' average width and developed only to a depth of 20'. Percentage of mica in dike not determined as it is variable. Largest mica sheets 2" in diameter. Mica pure white in color.
25. **Mine, Mill Equipment & Flow-Sheet:** None.
26. **Road Conditions - Route:** Deposit 13 miles from R. R. siding. By road it is reached by a good dirt road to within 3 miles, from there a poor dirt road to within 3/4 of a mile from the mine, and the balance of the road needs some repair before it can be used. Total distance from mine to highway 80 is 10 miles.
27. **Water Supply:** Nearest present water supply 12 miles away by road to Blaisdell on the S. P. R. R.
28. **Brief History:** About 4 years ago one R. R. car of crude ore shipped to Los Angeles by a promoter, but no real production.
29. **Special Problems, Reports Filed:** Owners have not operated property as they are not familiar with the production and marketing of mica in scrap form, hence would prefer to have property operated by responsible mica company having market for product.
30. **Remarks:** It would take about \$6,000 to fix road and install small mill on property. Also small compressor and jackhammer would be useful. Light truck needed to haul mica to railroad.
31. **If property for sale - Price and terms and address to negotiate:** No cash down. All payments out of production on royalty basis to be determined by type of finished product produced and size of operation.
32. **Signature:** (Signed) Wm. B. MAITLAND,  
Geologist and Supt. Fortuna Mine.

## DEPARTMENT OF MINERAL RESOURCES

State of Arizona

## MINE OWNER'S REPORT

Date: January 28, 1942

1. Mine: POOL MICA MINE
2. Location: 26 miles southeast of Yuma, and in Gila Mountain Range; 10 miles south of Highway 80 and 1 mile from Fortuna Mine.
3. Mining District & County: Fortuna Mining District, Yuma County, Ariz.
4. Former Name:
5. Owner: Will Pool and Wm. B. Maitland
6. Address (Owners) Box 1128, Yuma, Ariz.
7. Operator:
8. Address (Operator):
9. President, Owning Co:
- 9A. President, Operating Co:
10. Gen. Mgr:
14. Principal Minerals: Muscovite Mica.
11. Mine Supt:
15. Production Rate: Prospect.
12. Mill Supt:
16. Mill - Type & Cap: None.
13. Men Employed: None.
17. Power - Amt. & Type: None.
18. Operations - Present: Prospecting - no definite operations.
19. Operations - Planned: None.
20. Number Claims, Title, etc: One claim held by location - Length 1470' Width 472'. Vein runs entire length of claim. Title clear and assessment work done.
21. Description - Topography & Geography: Elevation of claim 1500'. Topography rugged. Claim located on side of hill adaptable to tunnel or open cut development. On west slope of Gila Range and in large canyon.
22. Mine Workings - Amt. & Condition: All workings open.  
Tunnel 15' long  
Open cut 20' deep - 10' wide  
Five trenches and open cuts.

(over)

23. Geology & Mineralization: Ore is a pegmatite dike 30' wide and in hornblende and biotite mica schist and gneiss. Pegmatite dike contains muscovite mica, feldspar, quartz and talc. Dike is over 1500' long and dips about 75° with the horizontal. Small amount of mica throughout dike, but mostly concentrated in three layers each about 4' thick.
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State of Arizona

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- 6. Address (Owners) Box 1128, Yuma, Ariz.
- 7. Operator:
- 8. Address (Operator):
- 9. President, Owing Co:
- 9A. President, Operating Co:
- 10. Gen. Mgr:
- 14. Principal Minerals: Muscovite Mica.
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(over)

Wm. B. MAITLAND (Signed) Geologist and Supt. Fortuna Mine.

State of Arizona

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UNIFORM STRAIGHT BILL OF LADING  
ORIGINAL--NOT NEGOTIABLE  
SOUTHERN PACIFIC LINES  
SOUTHERN PACIFIC COMPANY — Pacific Lines  
PACIFIC MOTOR TRUCKING COMPANY

Shipper's No. \_\_\_\_\_

Agent's No. \_\_\_\_\_

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

at Yuma Ariz Dec 20, 1940

from Wm B Martland

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to O A Garrio (Mail or street address of consignee—For purposes of notification only.)  
2455 East 57th st

Destination Los Angeles State of Calif County of \_\_\_\_\_

Route \_\_\_\_\_

Delivering Carrier \_\_\_\_\_ Car Initial \_\_\_\_\_ Car No. \_\_\_\_\_

SERVICE DESIRED: Door to Door ( ). Door to Depot ( ). Depot to Door ( ). Depot to Depot ( ).

No. Packages	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN
3	<u>3x Ore</u> <u>No Value</u>	275		
<u>Charges paid by consignee</u>				
<u>W.B.</u>				
Collect On Delivery \$ _____ For Account Of And Remit To _____ Street, _____ City, _____ State _____ C. O. D. Charge to be Paid By: Consignee ( ). Shipper ( ).				

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

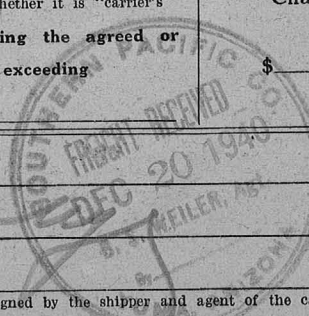
(Signature of Consignor.)  
If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ \_\_\_\_\_ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier.  
Per \_\_\_\_\_  
(The signature here acknowledges only the amount prepaid.)

Charges advanced: \$ \_\_\_\_\_

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."  
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.  
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_  
Wm B Martland Shipper. 1 Agent  
Per \_\_\_\_\_ Per \_\_\_\_\_





## CONTRACT TERMS AND CONDITIONS

- Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.
- (b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.
- (c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carrier harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.
- Sec. 2. (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing, the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.
- (b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, within nine months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.
- (c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: Provided, That the carrier reimburse the claimant for the premium paid thereon.
- Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coopersage and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.
- Sec. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.
- (b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier: Provided, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published: Provided, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.
- (c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: Provided, That if time serves for notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property such notification shall be given, in such manner as the exercise of due diligence requires before the property is sold.
- (d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.
- (e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.
- (f) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.
- Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.
- Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.
- Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier by railroad shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.
- Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.
- Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc." and of other statutes of the United States according carriers by water the protection of limited liability, and to the conditions contained in this bill of lading not inconsistent therewith or with this section.
- (b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.
- (c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.
- (d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.
- (e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.
- (f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.
- Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

(Revised August 1, 1930)







## CONTRACT TERMS AND CONDITIONS

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(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, within nine months after delivery of the property; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance. Provided, That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coopers and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. Provided, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. Provided, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. Provided, That if time serves for notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier by railroad shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading (except as hereinafter provided) shall not be liable for such charges. Provided, That, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, and to the conditions contained in this bill of lading not inconsistent therewith or with this section.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.

Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

(Revised August 1, 1930)



Box 1128  
Yuma, Ariz.  
Jan. 5, 1941

Weaver Mfg. Co.  
1639 E. 102nd St.  
Los Angeles, Cal

Dear Sirs:

I am one of the owners of a scrap muscovite mica deposit near Yuma, Arizona and we wish to sell this property to a reputable mica company interested in operating a mica deposit.

The property consists of two full lode claims located 13 miles from a Southern Pacific railroad siding and 10 miles from Highway 80. A good graded dirt road runs to within three miles of the property, then a poor road leads to within one mile of the deposit while from there the road has been made impassible by a storm some time ago.

The deposit consists of a pegmatite dike over 4000 feet long and from three to thirty feet wide. The country rock on each side of the dike is pre-Cambrian mica and hornblende schist. The dike dips from 65 to 80 degrees with the horizontal while the composition of the dike is muscovite mica, white feldspar, and quartz. The mica as well as the dike is white in color and contains little if any iron.

Mica flakes are found scattered thruout the dike and thru the center of the dike are found large kidneys or lenses of mica with many books two or more inches across.

Development at the property consists of open cuts, trenches, and short tunnels. A large tonnage of mica could be mined by open cut methods and the deeper ore can be cheaply mined by a short adit tunnel.

If you would be interested in inspecting the property I would be glad to meet your representative in Yuma and take him to the property.

Enclosed in this letter is a small sheet of some of the best of the surface mica.

Sincerely yours,

Wm. B. Maitland

Box 1128  
Yuma, Ariz.  
Jan. 5, 1941

Mica Products Co.  
704 S. Spring St.  
Los Angeles, Cal.

Dear Sirs:

I am one of the owners of a scrap muscovite mica deposit near Yuma, Arizona and we wish to sell this property to a reputable mica company interested in operating a mica deposit.

The property consists of two full lode claims located 13 miles from a Southern Pacific railroad siding and 10 miles from Highway 80. A good graded dirt road runs to within three miles of the property, then a poor road leads to within one mile of the deposit while from there the road has been made impassible by a storm some time ago.

The deposit consists of a pegmatite dike over 4000 feet long and from three to thirty feet wide. The country rock on each side of the dike is pre-Cambrian mica and hornblende schist. The dike dips from 65 to 80 degrees with the horizontal while the composition of the dike is muscovite mica, white feldspar and quartz. The mica as well as the dike is white in color and contains little if any iron.

Mica flakes are found scattered thruout the dike and thru the center of the dike are found large kidneys or lenses of mica with many books two or more inches across.

Development at the property consists of open cuts, trenches, and short tunnels. A large tonnage of mica could be mined by open cut methods and the deeper ore can be cheaply mined by a short adit tunnel.

If you would be interested in inspecting the property I would be glad to meet your representative in Yuma and take him to the property.

Enclosed in this letter is a small sheet of some of the best of the surface mica.

Sincerely yours,

Wm. B. Maitland



Box 1128  
Yuma, Ariz.  
Dec. 28, 1940

Kennedy Minerals Co.  
2550 E. Olympic Blvd.  
Los Angeles, Cal

Dear Sirs:

I am one of the owners of a scrap muscovite mica deposit near Yuma, Arizona and we wish to sell this property to a reputable mica company interested in operating a mica deposit.

The property consists of two full lode claims located 13 miles from a Southern Pacific railroad siding and 10 miles from Highway 80. A good graded dirt road runs to within three miles of the property, then a poor road leads to within one mile of the deposit while from there the road has been made impassible by a storm but could be easily repaired.

The deposit consists of a pegmatite dike over 4000 feet long and from three to thirty feet wide. The country rock on each side of the dike is pre-Cambrian mica and hornblende schist. The dike dips from 65 to 80 degrees with the horizontal while the composition of the dike is muscovite mica, white feldspar, and quartz. The dike contains little iron and the mica is pure white in color. Mica flakes are found scattered thruout the dike and thru the center of the pegmatite are found large kidneys or lenses of mica with many books two or more inches across.

Development at the property consists of open cuts, trenches, and short tunnels. A large tonnage of mica could be mined by open cut methods and the deeper ore can be cheaply mined by a short adit tunnel.

If you would be interested in inspecting the property I would be glad to meet your representative in Yuma and take him to the property.

Enclosed in this letter is a small sheet of the best mica from the surface of the property.

Sincerely yours,

Wm. B. Maitland

Box 1128  
Yuma, Ariz.  
Dec. 28, 1940

American Minerals Co.  
2800 S. Pacific Ave. San  
San Pedro, Cal.

Dear Sirs:

I am one of the owners of a scrap muscovite mica deposit near Yuma, Arizona and we wish to sell this property to a reputable mica company interested in operating a mica deposit.

The property consists of two full lode claims located 13 miles from a Southern Pacific railroad siding and 10 miles from Highway 80. A good graded dirt road runs to within three miles of the property, then a poor road leads to within one mile of the deposit while from there the road has been made impassible by a large storm some time ago.

The deposit consists of a pegmatite dike over 4000 feet long and from three to thirty feet wide. The country rock on each side of the dike is pre-Cambrian mica and hornblende schist. The dike dips from 65 to 80 degrees with the horizontal while the composition of the dike is muscovite mica, white feldspar and quartz. The mica as well as the dike is white in color and contains little if any iron.

Mica flakes are found scattered thruout the dike and the center of the dike contains large kidneys or lenses of mica with many books two or more inches across.

I understand that a carload of this mica ore was shipped to Los Angeles and milled some years ago and the product I believe was sold as Christmas Snow, roofing material, etc.

Development at the property consists of open cuts, trenches, and short tunnels. A large tonnage of mica could be mined by open cut methods and the deeper ore can be cheaply mined by a short adit tunnel.

If you would be interested in inspecting the property I would be glad to meet your representative in Yuma and take him to the property.

Enclosed in this letter is a small sheet of some of the best of the surface mica.

Sincerely yours,

Wm. B. Maitland



# WESTERN NON-METALLICS

5601 SOUTH BOYLE AVENUE  
LOS ANGELES, CALIFORNIA

Jan. 11, 1941

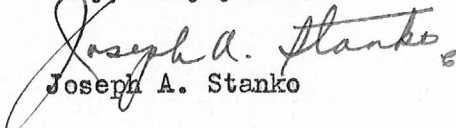
Mr. Wm. B. Maitland,  
Box 1126,  
Yuma, Arizona

Dear Mr. Maitland:

Your letter of December 28th with reference to scrap muscovite mica deposit near Yuma, Arizona reached my office during my absence. For your information I sent a copy of your letter to Mr. Carl Allebrand, Jr. at Ogilby, California, who is plant superintendent of our mine there. I instructed Mr. Allebrand to contact you with the possibility that you might show him the deposit that you refer to.

No doubt you will hear from him within the next few days.

Very truly yours,

  
Joseph A. Stanko

JAS:CM



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DEPARTMENT OF MINERAL RESOURCES  
STATE OF ARIZONA  
PHOENIX, ARIZONA  
518 TITLE AND TRUST BUILDING



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DIRECTOR

W. J. GRAHAM, PHOENIX  
ASSISTANT TO THE DIRECTOR  
AND SECRETARY TO THE  
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FIELD OFFICES AT  
GLOBE - KINGMAN  
PRESCOTT - TUCSON

24 February 1942

REPLY TO

Mr. Wm. B. Maitland,  
Box 1128,  
Yuma, Arizona.

My dear Mr. Maitland:

I am enclosing herewith a copy of mine owner's report covering the POOL MICA MINE in the Fortuna Mining District, Yuma County, Arizona, which has been filed with this department.

I shall be glad to submit a copy of this report to anyone making inquiry for a property such as yours.

Assuring you of my desire to be helpful, and with best wishes, I am

Yours very truly,

*Charles F. Willis*

Charles F. Willis  
Chairman, Board of Governors

CFW-jrf  
encl.

cc- Will Pool

**KENNETH B. McMAHAN**

JACUMBA, CALIFORNIA  
January 20, 1941.

Mr. William Maitland,  
Yuma, Arizona.

Dear Friend Maitland:

Your address is unknown to me so am sending this note to Hellen Barraza and asking her to see that you get it.

I am sending a man to see you who wants some Mica. I have told him about the deposit out there by your place. Have explained to him very carefully that there is a big deposit but that it is not shipping ore and that if he does any good with it that he would have to set up his plant right there. He says that he has a party that is anxious for Mica and that he is prepared to plant for cleaning right at the mine.

If he comes to see you and you can do business with him see if you can't edge me a little corner some place along the line Mrs McMahan and Bob join me in sending regards to you and Mrs, Maitland.

Yours truly,

*Kenneth B. McMahan*

Box 41



Jan. 9, 1942

Dept. of Mineral Resources  
Phoenix, Ariz.

Dear Sirs:

I would like to list a scrap muscovite mica deposit with your department for possible sale or lease.

This deposit, of which I am one of the owners, is located 26 miles southeast of Yuma, Arizona. The mine consists of one claim which is 11 miles from Highway 80 and 13 miles from a station on the railroad. It is reached by a good dirt road to within three miles of the mine then a poor dirt road to within less than  $\frac{1}{2}$  of a mile to the property and the balance of the road needs some repair before it can be used.

The deposit consists of scrap white mica located in a pegmatite dike over 40 feet wide and 1500 feet long which dips nearly vertical. Other minerals in the dike consist of quartz, feldspar, and a small amount of talc and iron stain altho the mica itself has not been discolored.

There is no large mica sheet material in this deposit as the largest clear sheets are about one inch in diameter. Since the mica is distributed nearly uniformly thru the dike the mica would have to be concentrated before shipping. The rock is soft and the overburden thin so that a small shovel could easily mine the ore on a large scale. No water is found in this area.

The development work consists of a number of open cuts and trenches, shafts, and short tunnels. While the mica does not occur in large bunches of pure mica as in many deposits the tonnage of scrap mica is very large and the property could be worked by open pit methods very cheaply.

The property can be obtained on a royalty basis under very reasonable terms by anyone who wishes to put the property in operation.

Sincerely yours,

*Wm B Maitland*  
Wm. B. Maitland

Box. 1128  
Yuma, Ariz.

Nov, 28, 1941.

Mr. William B. Maitland Geologist  
Fortuna Mine  
Yuma, Arizona.

Dear Mr. Maitland:

I want to thank you sincerely for your letter and information on your Mica and I am mighty sorry that we cannot make ourselves into a lot of men and machinery so we could get to all the fine Mica offered us but we are swamped. Yet we need scrap loaded on cars, our price is \$ 12.00 per ton for good scrap.

We need manganese FOB cars of 40 % and up and our price is \$ 17.50 per long ton on up to \$ 30.00 for 48 %, Can you help us?

I am filing your data and rest assured if we can get there to see it we will do this even if we cannot open it up just now.

Sincerely hope I can meet you in person some day soon and again my great thanks to you.

Most Sincerely yours

*Fred P. Leaming*  
Fred P. Leaming

1245 N. Vine  
Hollywood, Calif,  
Telephone H.O. 1911.



Nov. 25, 1941

M. Fred P. Leaming  
1245 N. Vine St.  
Los Angeles, Cal.

Dear Sir:

I am one of the owners of a muscovite mica deposit located 26 miles south east of Yuma Arizona. The mine consists of one claim which is 11 miles from Highway 80 and 13 miles from the railroad. It is reached by a good dirt road to within three miles of the mine then a poor dirt road to within less than  $\frac{1}{2}$  mile of a mile to the property and the balance of the road needs some repair before it can be used.

The deposit consists of scrap white mica located in a pegmatite dike over 40 feet wide and 1500 feet long which dips nearly vertical. Other minerals in the dike consist of quartz, feldspar, and a small amount of talc and iron stain altho the mica has not been discolored.

There is no large mica sheets in this deposit as the largest clear sheets are about 1 inch in diameter. Since the mica is distributed nearly uniformly thru the dike the mica would have to be concentrated on the property. The rock is soft and the overburden thin so that a small shovel could easily mine the ore. No water is found in this area.

It would be very difficult to send you a representative sample in a small lot altho if you are interested I could send you some of the average mica sheets.

The development work consists of a number of open cuts and trenches, shafts, and short tunnels. While the mica does not occur in large bunches of pure mica as in many deposits the tonnage of low grade scrap mica is very large and the property could be worked by open pit methods.

Hoping that this property would be of interest to you, I am

Sincerely yours,

Wm. B. Maitland  
Geologist

**ASSOCIATED MINERALS**

METALICS - NON METALICS

2321 WEST JEFFERSON BOULEVARD

LOS ANGELES, CALIFORNIA

TELEPHONE REPUBLIC 4226

August 4th, 1941.

Mr. William B. Maitland,  
C/o Fortuna Mine,  
P. O. Box 1128,  
Yuma, Arizona.

Dear Sir:

*ultimo* We thank you for your letter of the 12th instant regarding your Mica deposit.

As our Mr. Long is away at the present time it will be necessary to delay this matter until sometime later, perhaps after the first of September. However, we will be pleased to get in touch with you sooner if matters warrant it.

Thanking you again, we are,

Yours very truly,

ASSOCIATED MINERALS,

By

*E. H. Haverstock*  
E. H. Haverstock.

EHH/h

July 12, 1941

Mr. E.H. Haverstock  
Associated Minerals  
2321 W. Jefferson Blvd.  
Los Angeles, Cal.

Dear Sir:

Received your letter of July 1st in regard to the mica property I own. Your Mr. Long, I believe, inspected the property and should be able to give you the information you require as to grade and price per ton. I have had no experience in the production of mica so hesitate to make any estimates on these figures.

In answer to your other question let me say that the property consists of two unpatented full sized claims, 14 miles from a railroad siding (Blaisdell on the S.P.R.R.), 10 miles from Highway 80, and the road is a good graded dirt road from the highway to within 3 miles of the property, then to within 1 mile the road is poor but passable with the last mile of the road washed out in places by last winters rain.

The deposit consists of pure white scrap mica disseminated thru a 40 foot pegmatite dike that is over 3000 feet long. Due to the contour of the land the deposit could be worked to about 30 feet in depth by open cut methods. Since I do not have the facilities to make a mill test it would be impossible for me to estimate the grade of the ore and since I do not have the equipment nor experience to operate the property it would also be impossible for me to estimate the price per ton on board cars. After the road had been improved somewhat I do know that the cost of hauling the product from the mine to the railroad should not exceed \$1.10 per ton.

If you would be interested in operating the property I would be glad to discuss the matter further with you and if necessary assist you in a further inspection of the property.

Sincerely yours,

Wm. B. Maitland



**ASSOCIATED MINERALS**

METALICS - NON METALICS

2321 WEST JEFFERSON BOULEVARD

LOS ANGELES, CALIFORNIA

TELEPHONE REPUBLIC 4226

July 1st, 1941.

Mr. Maitland,  
#349 - 10th Av.,  
Yuma, Arizona.

Dear Mr. Maitland:

Our Mr. Long had the pleasure of seeing you last week in regard to your Mica deposit.

At your early convenience we would be pleased to hear from you regarding the same as to grade, quantity, distance to railroad, distance to deposit from paved road, condition of road, price per ton on board cars at shipping point, what is the shipping point, and any other information that would be of interest concerning the same.

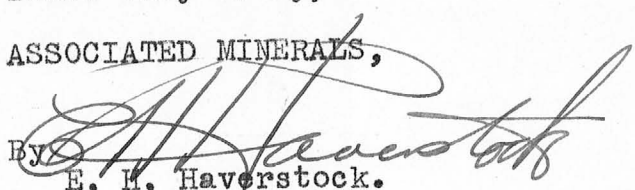
An early reply would be greatly appreciated as we expect to be in that vicinity real soon and would like to include this property in our trip.

Thanking you, we are,

Yours very truly,

ASSOCIATED MINERALS,

BY

  
E. H. Haverstock.

EHH<sup>2</sup><sub>4</sub>h