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Twin Buttes Co to Rose.

(Copper Mining Claim)

Quit Claim Deed. This Indenture made the 20th day of January in the year of our Lord one thousand nine hundred and six, (1906) between the Twin Buttes Mining & Smelting Company (a corporation) the party of the first part, and Earl B. Rose the party of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of Five Dollars of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released and quitclaimed, and by these presents does convey, remise, release and quitclaim unto the said party of the second part, and to his heirs and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described real estate and property situated in the County of Pima and Territory of Arizona, to-wit:

Commencing at the northeast corner of section one (1) Township Eighteen (18) South Range Thirteen (13) east in said County, thence south eighty-six degrees ( $86^{\circ}$ ) twenty-nine minutes ( $29'$ ) west five hundred and four (504) feet to the northeast corner of the lot hereby conveyed, thence south, west six degrees ( $6^{\circ}$ ) twenty minutes ( $20'$ ) one hundred (100) feet, thence west, north eighty-three degrees ( $83^{\circ}$ ) and forty minutes ( $40'$ ) one hundred and fifty (150) feet; thence north-east six degrees ( $6^{\circ}$ ) and twenty minutes ( $20'$ ) one hundred (100) feet; thence east - south eighty-three degrees ( $83^{\circ}$ ) and forty minutes ( $40'$ ) one hundred and fifty (150) feet to the northeast corner of said lot.

It is expressly understood and agreed that the party of the first part hereby reserves from this grant unto itself all mining and mining rights in and to said real estate and all ores, minerals & deposits whatsoever beneath the surface of the ground thereon as well as the right to mine and extract the same, intending hereby only to grant surface rights in and upon the real estate above described; provided however that in mining said ores, minerals & deposits it shall not disturb or damage the improvements, buildings or structures thereon situate.

To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, in possession or expectancy, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns, forever.

In Witness Whereof, the said party of the first part has hereunto affixed its seal and caused these presents to be subscribed by its president and secretary, the day and year first above written.

Signed and delivered ) The Twin Buttes Mining & Smelting Company  
in the presence of )  
By David S. Rose President  
H. J. Blakeley Secretary

(SEAL)

Territory of Arizona )  
County of Pima ) ss

Before me E. W. Graves a Notary Public in and for the County of Pima, Territory of Arizona, on this day personally appeared David S. Rose as president & H. J. Blakeley as secretary of The Twin Buttes Mining & Smelting Co. & known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed for and in behalf of said corporation.

Given under my hand and seal of office, this 20th day of January A.D. 1906.

My commission expires Aug. 15-1907 E. W. Graves  
Notary Public

Filed & Recorded at request of H. J. Blakeley, Feby 7, 1906 at 11:05 AM

Chas. A. Shibell  
County Recorder

STATE OF ARIZONA, )  
County of Pima. ) ss.

I, Anna Sullinger, County Recorder in and for the County of Pima, State of Arizona, do hereby certify that the above and foregoing is a full, true and correct copy of Quit Claim Deed from the Twin Buttes Mining & Smelting Company (a corporation) to Earl B. Rose, dated January 20, 1906, and filed February 7, 1906, at 11:05 AM as appears of record in my office in Book 39 of Deeds of Real Estate, at page 230 thereof.

IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my official  
seal, at my office in Tucson, Arizona,  
this 11th day of September, 1947.  
Anna Sullinger, County Recorder,  
By Mary T. Bustamante Deputy

HOWARD H. FIELDS  
MINING ENGINEER

MAIL  
TELEGRAPH  
TELEPHONE No. 7

CARBO  
SONORA  
MEXICO

March 20, 1950.

Mr. Alden P. Colvocoresses,  
Box 537,  
Superior, Arizona.

Dear Mr. Colvocoresses:

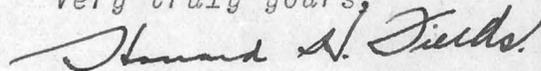
In endeavoring to interest capital in Twin Buttes, I have run into a difficulty that I am hoping you can help me solve.

The new lease covers two additional groups. I have collected all of the available data on the Central Group, which has had the last production, but find I have absolutely nothing as regards record of production, maps, or any information as a matter of fact, on the Senator Morgan.

Won't you be kind enough to go over your Father's files and see if you have anything on this Group. If so, I would appreciate your sending it to me, Registered Mail, to D. F. Moreno, Box 21, Nogales, Sonora, Mexico.

I will certainly appreciate your trouble in this matter.

Very truly yours,



Howard H. Fields.

HHF/e

# EAGLE-PICHER



THE EAGLE-PICHER MINING & SMELTING CO.  
GENERAL OFFICES • JOPLIN, MISSOURI

MINING • CONCENTRATING • SMELTING AND REFINING OF ZINC AND LEAD

WESTERN OPERATIONS  
P. O. BOX 231  
TUCSON, ARIZONA

December 10, 1948

Mr. George M. Colvocoresses  
1102 Luhrs Tower  
Phoenix, Arizona

Dear Mr. Colvo:

Thanks for your very kind letter of December 9. Should anything develop in connection with the Twin Buttes Mines, I would be most glad to hear of it.

As of this moment, I do not know just what we might want to do in connection with the property, but may have some additional information on which to base a possible physical search.

Yours sincerely,

THE EAGLE-PICHER MINING & SMELTING CO.

Arizona Manager

Grover J. Duff  
lmr

December 9, 1948

Mr. G. J. Duff  
Eagle-Picher Company  
Post Office Box 231  
Tucson, Arizona

Dear Mr. Duff:

Please pardon delay in replying to yours of November 22 which I very much appreciated. Mr. Hill had already sent me a copy of the decision in the tax case and I was pleased to note that the judge had quoted from some of my testimony with approval. I am glad indeed to have been of some assistance to your company in this connection.

Sorry to have missed Morton when he passed through Phoenix and hope he will be able to get in touch with me the next time he is here. I keep pretty short office hours but have only been out of town for a short trip to southern California during the past several weeks.

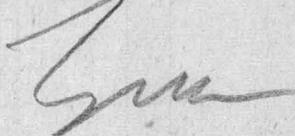
In connection with Twin Buttes property I should have written you sooner, but until very recently the situation has been somewhat unsettled. Immediately after the Allison Company gave up their lease and option, Howard Fields re-appeared and stated that his agreement with Allison had really been a conditional assignment and that he was entitled to resume his position as lessee at any time that they forfeited the agreement.

These statements were confirmed verbally by representatives of the Allison Company and although the Twin Buttes people had never been advised in this regard, I was naturally anxious to avoid any complications or litigation and therefore gave Fields a new lease on the property provided he could meet with certain conditions.

For a time I doubted if he would go through with the deal, but it appears that he now intends to do so and he claims to have interested a large Eastern mining company who proposes to shortly commence exploration or at least investigation of the claims.

Personally I doubt if the Twin Buttes Mines can be satisfactorily investigated by surface drilling, but if the present arrangements should not prove satisfactory and we are again in a position to deal with your company or others, I will advise you further on this matter, but meantime best personal regards.

Sincerely,



GMC:IM

# EAGLE-PICHER



THE EAGLE-PICHER MINING & SMELTING CO.  
GENERAL OFFICES • JOPLIN, MISSOURI

MINING • CONCENTRATING • SMELTING AND REFINING OF ZINC AND LEAD

WESTERN OPERATIONS  
P. O. BOX 231

TUCSON, ARIZONA

November 22, 1948

Mr. G. M. Colvocoresses  
1102 Luhrs Tower  
Phoenix, Arizona

*A 12/8 48*

Dear Mr. Colvo:

I notice that Mr. Ben Hill wrote you regarding the court decision in our tax appeal case.

I just want you to know how much I appreciated your services in this connection and the very concise manner in which you presented your testimony. I thought you might be interested in having a copy of this judgment for your files and enclose it to you herewith.

*A*  
Mr. Morton has now returned to Arizona for the winter and joins me in all good wishes to you for a great improvement in health. I have called your office a time or two when going through Phoenix just to say hello and was sorry not to be able to contact you.

In connection with the Twin Buttes property which you represent, I am wondering if you would have any suggestions as to how this property might be prospected by surface drilling. I certainly would like to feel it out, due to its proximity to our operations here, but do not have sufficient knowledge to know whether surface drilling would disclose the information desired.

Again kind regards and will try to see you on my next trip through Phoenix.

Yours very truly,

THE EAGLE-PICHER MINING AND SMELTING COMPANY

Grover J. Duff  
lmr  
ENC

*G. J. Duff*  
Arizona Manager

IN THE SUPERIOR COURT, STATE OF ARIZONA, COUNTY OF PIMA.

IN THE MATTER OF THE APPEAL FROM	)	
THE ASSESSMENT OF THE SAN XAVIER	)	
GROUP OF MINING CLAIMS AS FIXED	)	
BY THE STATE TAX COMMISSION OF THE	)	
STATE OF ARIZONA.	)	No. 27572
	)	
THE EAGLE-PICHER MINING AND	)	
SMELTING COMPANY, a corporation,	)	
	)	
Appellant and Plaintiff,	)	
	)	
vs	)	
	)	
THE STATE TAX COMMISSION OF THE STATE	)	
OF ARIZONA, AND THE COUNTY OF PIMA,	)	
STATE OF ARIZONA,	)	<u>JUDGMENT</u>
	)	
Appellees and Defendants.	)	
	)	
	)	

This appeal came on regularly to be heard on October 24th, 1947, before the Honorable J. Mercer Johnson, Judge of the above entitled Court sitting without a jury, a trial by jury having been waived by the parties hereto, and the plaintiff appearing by its attorneys Ben C. Hill and Norman S. Hull, and the defendants appearing by Perry Ling and Charles McCarty, Assistant Attorney Generals of the State of Arizona, and the evidence of the parties having been introduced and the matter submitted to the Court for decision on written briefs; and the Judge having filed an Opinion and Order on November 6, 1948, finding the assessment appealed from to be excessive and finding the full cash value of the property to be the sum of \$216,265.00, and ordering that the plaintiff have judgment for the sum of Four Thousand Six Hundred Seven Dollars and Seventy Two Cents (\$4,607.72), with interest at the rate of 6% per annum from the 13th day of September, 1946, until paid, together with costs:

NOW THEREFORE, the Court being fully advised in the premises by reason of the law and the facts and the findings and order aforesaid:-

IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff The Eagle-Picher Mining and Smelting Company do have and recover judgment against the defendant the County of Pima in the sum of Four Thousand Six Hundred Seven Dollars and Seventy Two Cents (\$4,607.72) with interest at the rate of 6%

per annum from September 13, 1946, until paid, and for its costs herein expended amounting to the sum of One Hundred Ten Dollars and Seventy Five Cents (\$110.75).

DONE IN OPEN COURT this 9th day of November, 1948.

s/ J. Mercer Johnson  
JUDGE

*Twin Buttes  
Senator Morgan*

November 25, 1946

Mr. Grover J. Duff, General Manager  
Eagle-Picher Mining & Smelting Co.  
Post Office Box 231  
Tucson, Arizona

RE: Twin Buttes  
Senator Morgan

Dear Mr. Duff:

I have yours of November 23 and naturally I am disappointed to learn that your investigation of the dump at the Senator Morgan Mine has not given satisfactory results, and that you do not feel that you could possibly handle this dump material.

In any event I was very glad to prepare and send you a proposed lease on this property and perhaps it may serve as a model for some other similar deal between your company and Twin Buttes Company and the latter have a considerable amount of property in your district aside from the Senator Morgan.

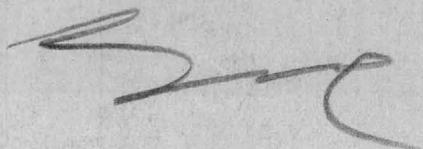
As mentioned in previous letter, I believe that your engineers would find the showing down to the 160' level at the Senator Morgan considerably more attractive than the dump, and if it is possible to get down into these workings and do some sampling without going to too much preliminary expense, I suggest that you might give such a plan consideration.

I note that you expect to be here in Phoenix tomorrow when I may not be in my office, in which case I will leave this letter to be delivered to you in case you call while my secretary is here.

Personal regards.

Yours very truly,

GMC: IM



# EAGLE-PICHER MINING & SMELTING COMPANY

GENERAL OFFICE  
430 PEARL STREET  
JOPLIN, MISSOURI

OFFICE OF  
WESTERN OPERATIONS  
P. O. BOX 1268 231  
TUCSON, ARIZONA

November 23, 1946

A. 11/25  
46

Mr. G. M. Colvocoresses  
1102 Luhrs Tower  
Phoenix, Arizona

Dear Mr. Colvocoresses:

I am indeed sorry that I put you to all the trouble of fixing up papers on the Morgan dump, which arrived in the mail this morning, as we are quite sure since our last sampling and test work that we could not handle the dump material.

I questioned the first samples taken on the dump as these were recovered from very shallow holes, and our sampling on deeper pits shows much lower assays. As I said above, I am sorry that you went to all this trouble as we should have had the true picture before requesting an agreement.

I expect to be in Phoenix for a few hours next Tuesday and if at all possible will try and see you for a few moments, but if unable to do so I want you to know that your efforts were appreciated.

With best wishes.

Very truly yours,

EAGLE-PICHER MINING & SMELTING CO.

*G. J. Duff*  
Arizona Manager

Grover J. Duff  
jph

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF MINES

Tucson Branch  
Mining Division

TUCSON, ARIZONA  
April 8, 1948

X  
SOUTHWEST EXPERIMENT STATION  
Box 4097  
UNIVERSITY STATION

Mr. George M. Colvocoresses,  
1102 Luhrs Tower,  
Phoenix, Arizona.

Dear Mr. Colvocoresses:

Your letter of March 30 requesting that you, as authorized representative of the Twin Buttes Mining and Smelting Co., be furnished with copies of reports on work performed by the Bureau of Mines in the Twin Buttes area in so far as they apply to the company's patented mining claims, has been received.

Under the terms of the exploration agreement covering the Copper Bullion, Copper Gance, Copper King, and Copper Butte patented mining claims executed by Wm. Foy as lessee and Twin Buttes Mining and Smelting Co. as owners, the Bureau undertakes to furnish the parties to the agreement, upon request, a report of factual data obtained. These data with respect to the four claims above mentioned and some adjacent areas are shown on six maps photostats of which are enclosed.

It is not the policy of the Bureau to supply copies of the text of reports prior to publication. However, they are available in this office for consultation by authorized persons.

With respect to the geophysical surveys, it should be noted that the areas of natural-potential lows (-50 to -100 millivolts) appear to be the most favorable for future prospecting.

Very truly yours,

*J. H. Hedges*  
J. H. HEDGES, Chief  
Tucson Branch, Mining Division



*X tra Copy*

MINING LEASE AND OPTION

THIS AGREEMENT Made and entered into as of this 1st day of October 1948, by and between

TWIN BUTTES MINING & SMELTING COMPANY, an Arizona Corporation, first party, Lessor, and

HOWARD H. FIELDS of Prescott, Arizona, second party, Lessee, canceling and superseding all prior contracts and agreements of lease and option on the described property and more particularly that agreement between first party and Howard H. Fields made as of the 1st day of February, 1945, as per Quit Claim Deed from Howard H. Fields to be attached hereto and also canceling that agreement dated as of November 18, 1947, whereby first party granted to Howard H. Fields permission to assign the aforementioned contract with certain modifications and amendments to Allison Steel Manufacturing Company and also that certain agreement of lease and option between first party and Allison Steel Manufacturing Company dated as of April 1, 1948, as per Quit Claim Deed from said Allison Steel Manufacturing Company to be attached hereto

WITNESSETH:

ARTICLE 1. Description of Property.

That the lessor being the lawful owner of the described property, for and in consideration of the sum of one hundred dollars (\$100.00) paid by the lessee to the representative of the lessor receipt whereof is hereby acknowledged as representing one half of the minimum royalty for the month of October, 1948, and for and in consideration of the royalties or rentals to be paid by the lessee and of the covenants and agreements hereinafter set forth, does hereby lease unto the lessee, his successors and assigns, upon the terms and conditions hereinafter set forth, which are hereby accepted by the lessee, the following patented lode mining claims in three separate and distinct groups or parcels as follow all located in the Pima Mining District, County of Pima, State of Arizona.

<u>NORTHERN GROUP</u>	<u>Survey No.</u>
Copper Prince (Dodge)	2641
Senator Stewart	2642
James G. Blaine	2640
Garfield <del>26</del>	2640
Admiral Dewey	2640
McKinley Lode	2640
Hobson Copper	2640
Copper Hill	2640

CENTRAL GROUP

Copper Butte	2643
Copper King	2643
Copper Glance	2643
Copper Bullion	2643
Bullion #2	2643
Copper Eagle	2643
Standard Copper	2643

SOUTHERN GROUP

Gladstone	2030
Summit Fraction	2030
Senator Morgan	2030
Senator Morgan #2	2030
Daily News	2030
Nellie	2030
Margaret or Margarita	2030

Also certain structures, dumps of ore and personal property thereon situated.

ARTICLE 2. Term of Lease.

The term of this lease, unless sooner forfeited, cancelled, terminated or surrendered, shall be for five (5) years from the date hereof.

ARTICLE 3. Possession and Control of Property.

The lessee shall have and he is hereby given and granted the right to enter into and take over immediately <sup>the</sup> and sole and exclusive possession and control of the above described property and the whole and every part thereof, and during the term of this lease to remain in the sole and exclusive possession and control thereof, and to investigate, measure, sample, examine, test, develop, work, mine, operate, use, manage and control the same, and to mine, extract and remove from said property the ores and minerals therein and appurtenant and belonging thereto, and to treat, mill, ship, sell or otherwise dispose of the same and receive the full proceeds therefrom less the royalties payable to the lessor as per Article 5.

ARTICLE 4. Entry, Manner of Work and Conformity with Laws.

The lessee agrees to take possession of said property within thirty days from the date hereof, and to cause all examination, work, development

and mining to be done in a careful and minerlike manner, and conforming in all respects to the mining laws and regulations of the State of Arizona.

ARTICLE 5. Royalties and Rentals.

The lessee hereby agrees to pay to the lessor royalties on all ores and minerals and on concentrates or other products derived from ores mined from or taken from dumps on the leased property as follows:

(a) On all ores and concentrates or other products derived from ores from which there is a net return of \$10.00 or more per ton of ore, the royalty shall be 10% of the net returns.

(b) On all ores and concentrates or other products derived from ores from which there is a net return of less than \$10.00 per ton of ore, the royalty shall be reduced by one per cent for each decrease of one dollar in the return from the ore down to a minimum of 5% royalty on ores having a net return of \$5.00 or less per ton e.g.

on \$9.00 ore	the royalty shall be	9%
on 8.00 " " " "	" " " "	8%
" 7.00 " " " "	" " " "	7%
" 6.00 " " " "	" " " "	6%
" 5.00 or lower value ore	the royalty shall be	5%

Said royalty shall be deducted by the purchaser of the ores and/or concentrates or other products and paid directly to the owner or to its authorized agent accompanied by copies of the settlement sheets covering each lot of material purchased.

The net returns to which reference has been made in this article shall be deemed to represent all sums paid to the lessee for the values in the ores or other products after deducting any transportation charges from mine to smelter or mill which may actually be paid by the purchaser.

The net returns from the ore or other products sold in each calendar month shall be based upon the average return for the said ore or other products during the said month and upon the average monthly quotation for the metals contained and paid for as published in the Engineering and Mining Journal. All payments of royalty due for any one month and not deducted by the purchaser shall be made by the 20th of the next succeeding month.

It is however expressly understood and agreed that the minimum royalty or rental for the use and occupancy of the leased property shall be the sum of two hundred dollars (\$200.00) per month during the life of this agreement and an amount sufficient to make up these minimum payments shall be paid by the lessee to the lessor or its authorized agent before the twentieth (20th) of the next succeeding month for each and every month when the amount paid as royalty from the sale of the ores or other products has fallen below the stipulated minimum payments.

ARTICLE 6. Protection from Liens and Damages.

The lessee shall keep said property and the whole and every part thereof free and clear of liens for labor done or performed upon said property or materials furnished to him on or for said property, or for the development or operation thereof under this lease and while the same is in force and effect, and will save and keep harmless the lessor from all costs, loss or damage which may arise by reason of injury to any persons employed by the lessee in or upon said property or any part thereof or which may arise by reason of injury to any persons, livestock or other property as the result of any work or operations of the lessee or his possession and occupancy of the leased property.

ARTICLE 7. Notices of Non-Liability.

The lessee will post and keep posted upon said property such notices of non-liability for labor or materials furnished as may be prepared by the lessor to be posted thereon, pursuant to laws of the State of Arizona.

ARTICLE 8. Payment of Taxes.

The lessee shall pay, when due and before delinquent, all taxes upon said property falling due during the term of this lease and while the same is in force and effect, and shall pay, when due and before delinquent, all taxes levied or assessed against any and all personal property, machinery and equipment placed upon said property by the lessee prior to or during the term of this lease. The lessee shall also pay all sales taxes and other taxes of every kind, character and description levied or imposed during the term of this lease upon the ores, minerals, concentrates or products of ores, produced, sold or otherwise disposed of by the lessee, and all taxes levied against the lessee as an employer of labor; -all such taxes to be promptly paid when due and before delinquent.

ARTICLE 9. Insurance.

The lessee shall carry at all times during the term of this lease Workmen's Compensation, Liability and other insurance required by the laws and mining regulations of the State of Arizona.

ARTICLE 10. Reports and Maps.

The lessee shall furnish the lessor quarterly with copies of the logs of any holes that may be drilled on the property and with such sample or assay maps as may be made showing the position and assay values of samples taken on said property and with all data pertaining to any geophysical surveys or other exploration work that may be conducted on the leased property.

ARTICLE 11. Inspection.

The duly authorized representative of the lessor shall be permitted to enter into and upon said property and the workings of the lessee at all reasonable times for the purpose of inspection, and to inspect the books of accounts and records of production and sale of products.

ARTICLE 12. Forfeiture.

The failure of the lessee to make or cause to be made any payment herein provided for, or to keep or perform any obligation on his part to be kept and performed, according to the terms and provisions hereof, and especially the failure of the lessee to make the payments of the minimum royalty or rental stipulated in Article 5, hereof, shall at the election of the lessor, work a forfeiture hereof, and any and all moneys which have been paid to the lessor in accordance with the terms of this agreement shall be deemed forfeited to the lessor. Provided, however, that in the event of a default on the part of the lessee and the election of the lessor to terminate this lease and option on account thereof, the lessor shall give to the lessee a written notice of its intention to declare a forfeiture of this agreement and to terminate the same on account thereof, specifying the particular default or defaults relied upon by it, and the lessee shall have thirty (30) days after receipt of said notice in which to make good such default or defaults, in which event there shall be no forfeiture hereof.

ARTICLE 13. Surrender of Lease and Option.

The lessee expressly reserves the right to cancel, terminate and surrender this agreement and to relinquish all rights, privileges and obligations hereunder at any time during the term hereof after having given to the lessor thirty days written notice of his intention and fully discharged all obligations previously incurred.

ARTICLE 14. Force Majeure.

If the lessee shall be delayed at any time in keeping or performing any agreement on his part to be kept or performed according to the terms and provisions hereof by strikes, lockouts, fire, lack of market, unusual delay in transportation, orders of the Government or any duly constituted instrumentality thereof, unavoidable casualties, or any causes beyond the control of the lessee, such delay shall not be deemed a breach of this agreement or a default on the part of the lessee constituting a cause for forfeiture; provided that during any such periods the lessee continues to pay the taxes as herein stipulated and one half of the minimum rental or royalty provided in Article 5 hereof.

ARTICLE 15. Surrender of Property by Lessee.

In the event of a valid forfeiture, surrender or other termination of this lease, the lessee will immediately surrender to the lessor peaceable possession of said property and the whole and every part thereof and execute a Quit Claim Deed to the lessor relinquishing all of his rights to the leased property.

ARTICLE 16. Removal of Equipment, Etc. by Lessee.

The lessee shall have, and he is hereby given and granted sixty (60) days after a valid forfeiture, surrender or other termination of this lease to remove from said property all warehouse stocks, merchandise, materials, tools, hoists, compressors, engines, motors, pumps, transformers, electrical accessories, metal or wooden tanks, pipes and connections, mine cars and any and all other machinery and equipment erected or placed in or upon said property by him together with all ore broken in the stopes or workings; but this right of removal shall not extend to mine timbers and underground mine tracks and pipe lines in place on the levels or in the shafts, nor to permanent improvements, including all buildings and other structures attached to

the soil. Provided, but only provided, that the lessee is not at that time in default in respect to any payments due to the lessor or in respect to any of the terms of this agreement the non-performance of which might involve the lessor in any present or future liability. Until such obligations have been fully discharged, the lessor shall hold a first and prior lien upon all of the moveable equipment and other personal property of the lessee placed upon the leased property.

ARTICLE 17. Option to Purchase.

Throughout the term of this lease the exclusive right, privilege and option is hereby granted the lessee to purchase the leased property free and clear of all liens and encumbrances for the sum of one hundred and five thousand dollars (\$105,000.00) lawful currency of the United States of America and in the event that this option is exercised all payments of rental or royalty previously made by the lessee under the terms of this agreement shall be credited against the said purchase price, one half of the balance of which shall then be paid in cash and the remaining balance within one year thereafter.

Upon the completion of the purchase price, the lessor will execute a good and valid title to the said property.

ARTICLE 18. Assignment.

During the term of this lease and option the lessee may assign the same and all of his rights and privileges hereunder to another party provided that the terms of such an assignment and the responsibility and intentions of his assignee have first been approved in writing by the lessor and that a copy of such approval and of the assignment is duly recorded by the lessee in the records of Pima County.

ARTICLE 19. Legal Interpretation.

This Lease Agreement and Option to Purchase has been accepted and will be performed by the parties in the State of Arizona and all questions pertaining to its validity, construction or interpretation shall be determined in accordance with the laws of the State of Arizona.

ARTICLE 20. Inurement.

Time is of the essence of this Lease and Option. The terms, provisions, covenants and agreements herein contained shall extend to, be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

ARTICLE 21. Notices.

All notices herein provided for shall be given by mail at the following addresses, until otherwise changed by written request of the parties hereto, to-wit:

To the Lessor.

Twin Buttes Mining & Smelting Company  
229 East Wisconsin Avenue  
Milwaukee, Wisconsin.

or

C/o G. M. Colvocoresses, their Authorized Representative  
1102 Luhrs Tower  
Phoenix, Arizona.

To the Lessee.

Howard H. Fields  
Apt. 182  
Hermosillo, Sonora, Mexico.

IN WITNESS WHEREOF, the lessor and lessee have caused their names to be hereunto subscribed and their corporate seals hereunto affixed and attested by their duly authorized officers, in duplicate counterparts, as of the day and year first above written.

TWIN BUTTES MINING & SMELTING CO., Lessor

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

HOWARD H. FIELDS, Lessee

~~By~~ \_\_\_\_\_

STATE OF WISCONSIN ) SS.  
County of Milwaukee )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 1948, by Henry J. Nunnemacher as President and H. B. Dryer as Secretary of Twin Buttes Mining & Smelting Company, a Corporation, for and on behalf of said corporation.

My Commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ ) SS.  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Notary Public

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 1948, by Howard H. Fields, known to me to be the party herein referred to as the Lessee.

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Tucson, Arizona  
Thursday, February 8, 1945

The Arizona Daily Star

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*Re San Diego*

OFFICE OF

TUCSON

July 2, 1943

Mr. George M. Colvocoresses  
Mining and Metallurgical Engineer  
1102 Luhrs Tower  
Phoenix, Arizona

RE: TWIN BUTTES

Dear Mr. Colvocoresses:

Yours of the 30th ultimo received today and I am also sorry that I missed seeing you on your last trip through Tucson.

Going back to the Morgan mine - I will try to give you a short history of what happened. We repaired the 500 foot shaft to the 165 foot level and at this level we did about 210 feet of work, all to the south and southwest. In dewatering this shaft below the 165 foot level it was filled with old timber and quite a bit of muck. At the 225 foot we encountered the water and had a hard time breaking through so that we could drop the pipe in as Pistor, the contractor, put in a Peerless Turbine pump that would handle from 250 to 300 gallons per minute. After a hard time, we were able to dewater it 20 feet below the 265 foot level. The ground from the 165 foot to the 265 foot was all in garnet and good shape, so we put in a manway and removed all the timbers and muck, but at the 265 foot level we found where the old timers had mined the copper ore right to the shaft and it was badly caved both to the east and to the west. Our main object in dewatering this shaft was to get into the long 700 foot drift to the west to ascertain if the sheelite veins extended to this level and if of a commercial grade. Then we thought we might get enough copper ore so that we could ship it at the present high price and make some money. We were not able to do either one.

I called up Gohring at Phoenix and he sent Lane to check over the work. Mr. Lane said that the State Mine Inspector would make me retimber this last 100 feet, and under the present conditions would cost me, roughly, \$2500.00. My first loan was for \$5,000 and when we stopped pumping it had cost me about \$4,000 to do this work and we handled over three million gallons of water. Mr. Lane thought it best to come back to the 165 foot level and do about 200 feet of work on this level to see if we could pick up some of the sheelite veins, and recommended another loan for \$3,000. We are, at the present time, doing this work. I haven't been down below the 165 foot to find out how far the water has raised. We left our manway in, and in case we want to lower the water again it can be done for a great deal less. Removing the old timbers and muck is what cost us so much money. It will be impossible for anyone to see anything below the 165 foot level. We encountered no copper in the old shaft. Apparently the copper lense stopped when it reached the shaft.

July 2, 1943

Going back to Foy on the Copper Glance. Foy and ~~F~~Fields are in together on this deal. They secured a \$5,000 loan and repaired the shaft to the 300 foot level where they struck the water. The Government loaned them \$4,000 more to dewater it, but they have not been able to get a pumper who was not busy and could tackle their proposition.

You spoke of the Copper Queen mine. The Copper Queen claim does not belong to the Milwaukee bunch. Foy bought it for taxes. Adjoining the Copper Queen is the Copper King, and Foy and Fields did ship one car load of ore, but the property has not been worked for sometime. If you will recall, going south on the Twin Buttes road the Copper Glance lays on the left hand side, and on the right hand side the Copper Queen, and adjoining the Copper Queen is the Copper King.

Regarding the nickel property-I have been unable to get a contractor to finish the job out there. The labor situation is getting tougher all the time. I hope later on to find someone to do this work at a reasonable price, and you can rest assured I will keep you posted as to what the results are.

I will be awfully glad to see you and do anything in my power to help you. Do not hesitate to write me at anytime.

With kindest regards and best wishes, I am

Sincerely yours,



C. M. TAYLOR  
County Assessor