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In the Superior Court of the State of Arizona

In and for the County of Pima

13⁰⁰ M. Lage not Fee
Deposited Campbell CK.
Feb 6

C. GEORGE EDWARDS,

Plaintiff.....

No. 133769

vs.

THE ANACONDA COMPANY, et al.,

Defendant.....

CIVIL SUBPOENA

THE STATE OF ARIZONA SENDS GREETINGS TO:

MR. JOHN E. KINNISON

(Geo-comp Exploration, 1019 W. Prince Road

Inc.) Tucson, Arizona

YOU ARE COMMANDED, that all and singular business and excuses laid aside, to appear and attend before: (only items checked are applicable)

DUCES APPEARANCE
Tecum
Deposition Court

☒ The Superior Court of Pima County, State of Arizona, in Court Room No. at The Court House in said County, on the 28th day of January 19 76 , at 9:30 o'clock a. m., to testify in the above entitled action on the part of the Plaintiff.

☐ A Notary Public at the office of at Tucson, Arizona, on the day of 19 , at o'clock m., for the taking of your deposition upon oral examination in the above entitled action.

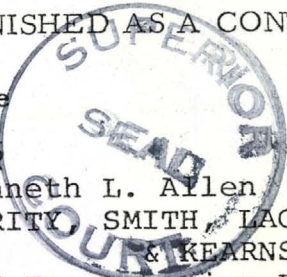
Bring with you and produce then and there the following:

Judge GIN- 6th Div 14

ANY DISOBEDIENCE WILL BE PUNISHED AS A CONTEMPT BY SAID COURT.

WITNESS my hand and the Seal of the Superior Court. January 29, 76

Kenneth L. Allen
ATTORNEY FOR C. George Edwards
Party requesting subpoena



NORMA M. FELIX
FRANCES C. GIBBONS
CLERK OF THE SUPERIOR COURT

By *Carolyn J. Saenz*
DEPUTY CLERK

Kenneth L. Allen
VERITY SMITH, LACY, ALLEN
& KEARNS, P.C.
902 Transamerica Building
Tucson, Arizona 85701

STATE OF ARIZONA } ss

CERTIFICATE OR AFFIDAVIT OF SERVICE

COUNTY OF PIMA }

The undersigned, being first duly sworn, deposes and says or certifies that, being duly qualified by law, he served the above Subpoena by showing the original to, and leaving a copy with, the following named persons, on the date and at the place shown below:

Names	Date	Place	Fees	
			Demanded	Paid

By _____
DEPUTY SHERIFF CONSTABLE AFFIANT

Subscribed and sworn to before me on _____ 19____.

Fees \$ _____

Travel _____ miles \$ _____

Total \$ _____

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

C. GEORGE EDWARDS,

Plaintiff,

vs.

THE ANACONDA COMPANY, a
foreign corporation, et al,

Defendants.

NO. 133769

DEPOSITION OF JOHN E. KINNISON

March 23, 1973

Tucson, Arizona

PETER A. LUMIA

CERTIFIED SHORTHAND REPORTER

149 WEST COUNCIL
TUCSON, ARIZONA

PHONE 623-1100

I N D E X

Page

Direct Examination by Mr. Smith	2
Cross Examination by Mr. Redhair	31
Redirect Examination by Mr. Smith	52
Recross Examination by Mr. Redhair	63
Redirect Examination by Mr. Smith	68
Recross Examination by Mr. Redhair	69

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1 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
2 IN AND FOR THE COUNTY OF PIMA
3

4 C. GEORGE EDWARDS,)
5)
6) Plaintiff,)

7 vs.)

8 THE ANACONDA COMPANY, a)
9 foreign corporation, et al,)
10 Defendants.)

NO. 133769

11 APPEARANCES:

12 MESSRS. REES, MERCALDO & SMITH
13 By MR. BRIAN E. SMITH
14 For the Plaintiff

15 MESSRS. CHANDLER, TULLAR, UDALL & RICHMOND
16 By MR. JACK I. REDHAIR
17 For the Defendants

18 BE IT REMEMBERED that pursuant to subpoena,
19 the deposition of JOHN E. KINNISON was taken in
20 the law offices of MESSRS. REES, MERCALDO &
21 SMITH, 612 Transamerica Building, in the City
22 of Tucson, County of Pima, State of Arizona,
23 before Peter A. Lumia, a Notary Public in and
24 for the State of Arizona, on the 23rd day of
25 March, 1973, commencing at the hour of 1:00
26 p.m. on said day, in a certain cause now pending
in the Superior Court of Pima County, State of

1 Arizona.

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JOHN E. KINNISON,
having been first duly sworn to state the truth,
the whole truth and nothing but the truth,
testified on his oath as follows:

DIRECT EXAMINATION

BY MR. SMITH:

Q The reason we are here is because Mr.
Edwards, who we represent, has seen fit to
bring a lawsuit against Anaconda, and we are
trying to ascertain basic elementary facts with
regard to this lawsuit.

Were you aware that Mr. Edwards had
brought this suit?

A Yes, I was.

MR. SMITH: This is pursuant to a subpoena
and we will take it pursuant to the Arizona
Rules in regard to objections.

Q At the end of this deposition, you can
decide whether or not you want to read it and
sign it to see whether or not he is accurate,
or you can waive your signature. Most people
waive it because these fellows are very accurate,
but that is your decision.

1 A Okay.

2 Q I got called by your attorney, Dennis
3 Day. He mentioned that in compliance or lack of
4 it, with regard to that particular portion of the
5 subpoena asking for records and copies of
6 records and things like that, that you were
7 having difficulty locating things. Is that
8 right?

9 A Well, no. There is no difficulty locating
10 them. It was my understanding that Mr.
11 Day's opinion was, after reviewing the Oakland
12 copies of the files, that the file record, as
13 such, was not relevant to what was requested
14 in the subpoena.

15 Q Okay. Is there a file in Oakland right
16 now?

17 A Yes.

18 Q Is Mr. Day from Oakland?

19 A Yes.

20 Q Okay. I didn't know where he was from.
21 I couldn't find him in town.

22 I take it that you and Mr. Edwards had
23 some initial negotiations or at least indications
24 to negotiate with regard to his claims south
25 of town, south of Tucson here; is that right?

26 A Essentially. If I may elaborate --

1 Q Yes. Please do.

2 A I had initially contacted Mr. Edwards,
3 or attempted to contact him, through one Jay
4 Fuller. This ultimately led to a telephone
5 call from Mr. Rees to me, stating that I could
6 contact Mr. Edwards through his attorney, Leo
7 Smith, regarding the property. Such contact was
8 made. I talked to Mr. Edwards on the telephone,
9 and he subsequently visited at my office, and we
10 discussed certain information about the property,
11 availability of information, and whether the
12 property was open for negotiation. He replied
13 that it was.

14 Q How far did you get along in the negotia-
15 tions; did you ever get to talk terms?

16 A No, we did not.

17 Q What prevented you from getting to that
18 stage in the negotiations?

19 A I had made a preliminary and cursory
20 examination of the area on the ground and on
21 record -- very preliminary. The ground that
22 Mr. Edwards holds under his most recent locations
23 appeared to have had numerous other partners or
24 locaters in the past, and the claim validation
25 cuts appeared to have been made at numerous times.
26 I felt that this required a legal property check

1 and so informed Mr. Edwards. He also had and
2 I was made aware of this litigation pending
3 between he and the Anaconda Company.

4 Since I had raised the question of legal
5 problems, Mr. Edwards, as I understand it, wished
6 some assurance from Kaiser that we would not
7 enter into a lengthy negotiation over an agree-
8 ment, then immediately back out upon examining
9 any legal problems that might or might not
10 exist; and he preferred not to discuss terms
11 until we could give some such assurance that we
12 wouldn't immediately withdraw because of any
13 legal matters surrounding the claims.

14 Q Are we talking about title to the claims?

15 A Essentially title, yes. However, the
16 whole matter was relayed to Oakland Legal for
17 an opinion. Since we had had no concrete answer,
18 I have never been able to give Mr. Edwards
19 assurance that we would not withdraw, and he has,
20 therefore, preferred not to state terms or
21 talk terms.

22 So this is where the matter rests.

23 Q At any time during your course of conversa-
24 tion with Mr. Edwards, did you express concern
25 over Anaconda's interest in the Emmons claims;
26 are you familiar with that term?

1 A In regard to title?

2 Q Yes.

3 A Yes, I did.

4 Q Could you explain what even your cursory
5 investigation of the Emmons claims revealed to
6 you?

7 A Well, the initial investigation didn't
8 concern the Emmons claims. Mr. Edwards brought
9 to my attention the fact that Anaconda was,
10 apparently, performing assessment work for these
11 claims. Those claims and some of his occupy
12 the same space. There is, therefore, a conflict
13 of title, as I see it as a layman, and on this
14 matter, we have asked for legal opinion.

15 Q This kind of alerted you, then, to the
16 fact that, potentially, there was a conflict
17 over whether or not Mr. Edwards in fact had
18 title to what he said he had?

19 A That is right. There were other factors
20 surrounding the claims.

21 Q Okay. Why don't we go into those other
22 factors.

23 A Multiple relocations.

24 Q Which would mean, the history of the
25 claims?

26 A Yes. Just again, as a layman, this is

1 a signal for investigation -- no more.

2 Q Okay. As a geologist -- you are a
3 geologist?

4 A Yes.

5 Q As a geologist, did you have an oppor-
6 tunity to investigate the quality of the claims
7 or the potential quality of it or in that area?

8 A We didn't make a review of this. Based
9 on data of public record, my personal familiarity
10 with the district and some data furnished by
11 Mr. Edwards, which, at least for the moment,
12 I take is valid, regarding depths of certain
13 drill holes and what they have intersecting,
14 the general appearance is that claims which
15 he holds at least offer the promise that ore or
16 mineralized ground could extend beneath them.
17 They therefore have exploration potential.

18 Q When a claim has exploration potential,
19 as you call it, is this enough for a company to
20 go in and enter into what they call an option
21 agreement, or some sort of, I guess it is, an
22 option agreement?

23 A Yes.

24 Q The company would go in and say, "We
25 will do some drilling, and we will pay you "X"
26 amount of dollars every year that we are allowed

1 to do this. We are to explore during this period
2 of time we have an option agreement, and if we
3 find mineralization, we can purchase this from
4 you."

5 A That is usually the substance of such an
6 agreement, yes.

7 Q When you find a mineralization, after
8 an option agreement has been entered into, do
9 you then negotiate for the price per something
10 or do you enter into that before; does the
11 option say, "If we find it, we are going to buy
12 it for "X" dollars an acre," or what?

13 A It has been worked both ways. We usually
14 prefer -- I think most mining companies prefer
15 an upset price.

16 Q What does that mean, your upset price;
17 you are upset with the price you have to pay,
18 or what?

19 A No. This would be an agreed-upon price
20 for which the property can be purchased at the
21 termination of the length of the option.

22 Q Could you explain to me Kaiser's current
23 position in Southern Arizona with regard to long-
24 range mining goals?

25 A We are searching for a minable deposit.

26 Q An open pit mine, or underground mine?

1 A Either.

2 Q Either one?

3 A Yes.

4 Q Did you have any information which caused
5 you to believe that there was mineralization out
6 there in the footwall?

7 A What footwall?

8 MR. SMITH: Well, George, explain it, would
9 you?

10 MR. EDWARDS: Well, there is a fault --
11 supposedly there is -- that is generally accepted
12 and the footwall is the bottom portion of the
13 fault, whether it is a practically vertical
14 fault, or whether it is an almost horizontal
15 fault, and that is called the footwall. In this
16 case, it would be below the overburden.

17 Q Did you find any primary sulfides or
18 evidence to cause you to believe there was
19 mineralization below the overburden?

20 MR. REDHAIR: Objection. No foundation.

21 A Upon review of the geologic conditions
22 immediately surrounding the Edwards claims,
23 as nearly as they are known, through outcrops
24 and some drilling, the results of which are
25 partly of record and partly rumor, it appeared
26 that mineralization did exist beneath what Mr.

1 Edwards had called "overburden" beneath the
2 fault in part of the area. We felt that this
3 mineralization geologically could extend beneath
4 his claims. Of course, we do not know whether
5 it does or not.

6 Q That would be the reason for entering
7 into an option agreement; to find out?

8 A Yes.

9 Q Since your initial negotiations, or
10 let's say conferences with Mr. Edwards, do you
11 recall when they were?

12 A I believe it was in August, probably the
13 first -- in the summer, in any event, of last
14 year.

15 Q August of 1972 -- since then, has your
16 firm given a final commitment to enter into an
17 option agreement with somebody else for either
18 contiguous claims to Mr. Edwards' property or
19 in, let's say, a five-mile radius -- what would
20 be a good radius out there that would cover the
21 area we are talking about --

22 A No. We have no other agreements out-
23 standing with any other party in the immediate
24 vicinity.

25 Q Could you explain to me your own personal
26 life and history, then I will ask you a question.

1 How long have you been a geologist?

2 A Would it be acceptable simply to present
3 a summary by date?

4 Q Go right ahead.

5 A It would be easier for me.

6 Q Go ahead.

7 A B.S. in mining engineering, 1952.

8 Q From where?

9 A University of Arizona. My first pro-
10 fessional employment was in 1954, following
11 graduate study in geology. A degree of Master
12 of Science, major in geology, awarded in 1958,
13 University of Arizona. Awarded honorary pro-
14 fessional degree from the University of Arizona
15 in geological engineering, in 1970. I have worked
16 for the Cyprus Mines Corporation, the United
17 States Atomic Energy Commission, both as a
18 geologist; the City of Tucson, as a civil engineer;
19 for the American Smelting and Refining Company,
20 as a geologist; for Geocomp Exploration, as a
21 vice president and chief geologist; and for
22 Kaiser Exploration and Mining Corporation, as a
23 regional geologist, stationed in Tucson.

24 Q Let the record show that Mr. Kinnison has
25 received a folder that is in response to the
26 subpoena.

1 A I have brought two files regarding the
2 Edwards claims. It was Mr. Day's opinion that
3 these data touch, if at all, only minutely on
4 the negotiations or invitation to negotiate,
5 since there have been no actual negotiations;
6 however, the subpoena did ask for files, and I
7 have brought these, so that they may be examined.

8 Q Why don't I ask you a couple of questions,
9 and let Jack look at those.

10 A Those are the raw files, correspondence
11 and notes.

12 MR. REDHAIR: What is the distinction in
13 the two?

14 THE WITNESS: General correspondence versus
15 one file labeled "Legal" which contains a
16 memorandum regarding the title and a copy of
17 the original complaint against Anaconda. You
18 will note the early part of the general file
19 contains references principally to Rodney
20 DeVilliers, who, at one time, as I understand
21 it, may have had a claim or occupied some posi-
22 tion with regard to the Edwards ground.

23 Q I am concerned, at this point, with a
24 telephone conversation that you had, I think,
25 on September 18, 1972, with George Edwards,
26 wherein you explained what I think you called

1 "a waiting game," that Anaconda might be playing.

2 Could you explain that to me, for the
3 benefit of the record, with the understanding
4 this might be read back to somebody at some
5 time? Explain it as fully as you can. Do you
6 recall the telephone conversation?

7 A I am attempting to recall in what context
8 that statement might have been used and I,
9 frankly, don't recall, without further suggestion,
10 what it might have been.

11 Q Do you recall an example of what Phelps
12 Dodge did in Ajo with a man named Greenwood who
13 located some claims down there in 1920 and they
14 waited around until 1970 to purchase?

15 MR. REDHAIR: Objection to counsel leading
16 and there is no evidence of what he is talking
17 about as being true. In fact, it is a rumor.
18 Go ahead. Answer, to the best of your ability.

19 A This was off-the-cuff speculation.
20 In discussing with George Anaconda's possible
21 role, since they had apparently, he informed
22 me, had an agreement on his property, had
23 apparently drilled close by, had severed the
24 agreement and had made no further attempt to
25 talk to him -- one conceivable reason is simply
26 that they were in, that is, Anaconda was in no

1 hurry for the ground, and that they could afford
2 to wait -- this may not be the true explanation
3 at all -- I did cite a case which is, in fact,
4 I presume, hearsay: I have understood, from
5 Greenwood and others, that claims were bordering
6 the Ajo ground on the south, were available for
7 sale for years, and on being approached, he
8 was consistently refused, presumably because
9 the company could wait.

10 Now, on relaying this again, before a
11 recorder, it appears more obvious it is just
12 what this was -- off-the-cuff speculation.

13 Q I am concerned about, I think, did Kaiser
14 ever receive orders from New York, for example,
15 not to locate next to Phelps Dodge or Anaconda,
16 or something like that?

17 MR. REDHAIR: No foundation. Objection.

18 A No.

19 Q Do you recall having made the statement
20 that "Well, they all eat lunch together back
21 there in New York, and they don't do this anymore."

22 MR. REDHAIR: Objection. It is leading,
23 suggestive, no foundation.

24 A We discussed, in a very general way,
25 past situations which I viewed from the end of
26 the working geologist, in which I felt, at least

1 by inference -- and I felt, good inference --
2 that certain of the major companies, including
3 the one I worked for at the time, A S and R,
4 did not in fact often wish to encroach peri-
5 pherally to each other in an area in which an
6 operating mine exists.

7 Q What would be the reason for that;
8 is there a mining reason for it?

9 A Technically, no.

10 Q Let's talk about scuttlebutt or just,
11 you know, what you learned in your business.
12 Has this type of "waiting game" been known to
13 have happened in the past; have you heard about
14 it, that kind of thing?

15 MR. REDHAIR: Objection. Hearsay. No founda-
16 tion.

17 Answer, to the best of your ability, sir.

18 A Again, off-the-cuff talk, I believe I
19 indicated to Mr. Edwards that this, I thought,
20 had happened in the past, and that in the past
21 20 years, change had taken place; that competition
22 was more vigorous and more open and this no longer
23 was necessarily a factor.

24 Q Off the cuff, now, with the understanding
25 that it will probably never get into evidence
26 anyway --

1 MR. REDHAIR: Don't assume this, because this
2 is a recorded document that can be read in a
3 court of law.

4 Go ahead. I don't want to argue with
5 you, but --

6 Q He is going to object and say it is
7 hearsay, and he will probably be sustained; but
8 with that understanding, I'd like you to explain
9 what you understand the waiting game to consist of.

10 MR. REDHAIR: The same objection.

11 A Two factors: one, if a businessman,
12 whether it be mining or otherwise -- real estate --
13 feels no compelling need for a certain piece of
14 land right now, they will tend to wait. This
15 seems to me to be a rational business approach.
16 From the standpoint of negotiations, a waiting
17 game, I presume, can be played if you think
18 your adversary in the negotiations cannot wait
19 as long as you can; that his need is more
20 compelling to sell than yours is to buy.

21 Q The long-range objective then being
22 victory and submission?

23 A Reduced price, perhaps. May I interject?

24 Q Sure.

25 A These were freely given, somewhat idle
26 comments on the telephone, or perhaps in the office

1 -- I don't remember which -- but I did also
2 state that few, if any, companies, to my knowledge,
3 were willing, under present competitive conditions,
4 to pursue this line.

5 Q Okay. With the understanding that we
6 are not talking about Kaiser, okay -- we are
7 not talking about any company now, but with
8 your understanding of how Kaiser works, from an
9 organizational point of view, if, heaven forbid,
10 Kaiser was going to play a waiting game, who
11 would make those kind of decisions; what level
12 of management or employee would make that kind of
13 a decision, in your company?

14 A It is difficult for me to answer, since
15 I can't conceive of it being done.

16 Q Would the geologist make it?

17 A No.

18 Q Would your lawyers make it?

19 MR. REDHAIR: It has been asked and answered.
20 He doesn't know who would do it, because he
21 wouldn't conceive it would be done. I object to
22 it.

23 Q Go ahead. Answer it.

24 A A lawyer would not, I don't think.

25 Q Who makes the decisions in Kaiser as
26 to whether or not, let's say, a claim would be

1 purchased anyway -- let's say they wanted to
2 buy a piece of property.

3 A The ultimate direction would come from
4 the general manager of our company.

5 Q Was the Edwards property presented to
6 Kaiser for consideration by a third party
7 geologist, do you recall?

8 A Yes. It was.

9 Q Did you have a favorable response, after
10 looking into it, from a geological point of view?

11 A Not from the original concept as presented.

12 Q Who did the presenting; you mentioned
13 Jay Fuller. Was he a geologist?

14 A No. Fuller is simply a contact whom
15 I thought might know of Mr. Edwards' location.

16 Q Have other geologists made favorable
17 recommendations?

18 A Yes. They have suggested it as a --

19 Q I have a name of Kenyon Richards. Is
20 that one of them?

21 A Well, this calls for proprietary informa-
22 tion, in a way, third party information, and I
23 am not the best one to answer that.

24 Q I just thought maybe somebody gave you
25 a report, said, "This is a good deal. We will
26 go ahead and look into it anyway."

1 A I am not the best source for this data.

2 Q Who would be?

3 A Mr. Edwards has most of the information.

4 Q Okay. I thought maybe there was somebody
5 other than Mr. Edwards. I know who Mr. Edwards
6 dealt with. I am just wondering if this was
7 some independent third party geologist giving
8 you some sort of a report along that line or
9 something like that.

10 A The property was initially suggested to
11 us by consultant retained who is no longer
12 associated with us. Again, it is a third party.
13 I would prefer not to mention that name. We
14 were following up his presentation in part and
15 had essentially rejected it.

16 Now, it was renewed on the basis of
17 new information not available to the third
18 party geologist; new information, to an extent,
19 supplied by Mr. Edwards.

20 Q Were you aware of the report on the
21 claims by Kenyon Richards?

22 A Yes. I was aware that such existed.

23 Q Have you any knowledge of the exploration
24 work performed on the ^{" "}Dynamite claims by Anaconda?

25 A There is a record in the courthouse
26 giving drill hole intercepts, and location of these

1 drill holes and that, and assays, and this is
 2 the only knowledge I have of the "dynamite"
 3 claims. *(Vernon Smith's claims)*

4 Q Did you ever have an opportunity to read
 5 a report written by Richard Weaver concerning
 6 the Edwards or dynamite claims?

7 A Some years ago, the claims were presented
 8 to American Smelting and Refining Company, at
 9 which time Mr. Jay Fuller's office, in the pre-
 10 sence of Mr. Edwards, data was made available,
 11 among which was a report by Dick Weaver. At
 12 that time, I rejected the property for ASARCO.

*Weaver's
 genl
 thesis
 only.*

13 Q Did the work indicate any probability
 14 of mineralization in the sole footwall of the
 15 supposed underlying fault?

16 A Not at that time. The report I saw did
 17 not.

18 MR. EDWARDS: I am referring to, in this
 19 question, to the work done on the dynamite claims
 20 and the evaluations made by Kenyon Richards.

21 THE WITNESS: Not Dick Weaver?

22 MR. EDWARDS: No. Not Dick Weaver.

23 THE WITNESS: I did see that report, and it
 24 did suggest mineralization in the footwall.

25 MR. EDWARDS: Did you mention the mineral
 26 in the dynamite claims, and in several holes in

1 "fan claims, and that this forms, also, a "lateral
2 pattern," and therefore, if Kenyon Richards
3 is correct, "could extend under your grounds,"
4 or words to that effect?

5 THE WITNESS: I don't recall the fan group,
6 but I do recall suggesting that old Bear Creek
7 drill holes plus the work on the "dynamite" claims
8 suggested a lateral improvement northerly.

9 MR. EDWARDS: The fan claims are contiguous,
10 immediately north of the fan claims; and did
11 you mention, also, that Kenyon Richards apparently
12 had some geological knowledge or had obtained
13 some knowledge and that as a result of this
14 knowledge, did you mention that there was some
15 mineralization in holes drilled north of the
16 dynamite claim, and that this also forms a lateral
17 pattern and, therefore, if Kenyon Richards is
18 correct, mineralization could extend under our
19 grounds?

20 THE WITNESS: I really don't follow that
21 question, George.

22 MR. EDWARDS: Well, let's break it down.
23 You did mention, or did you mention having
24 knowledge of the minerals shown in the drill
25 holes of the dynamite claim?

26 THE WITNESS: Yes.

1 MR. EDWARDS: Did you also mention mineral
2 in drill holes just north of the dynamite claim,
3 on ground belonging to Anaconda?

4 THE WITNESS: I have no results specifically
5 of holes that were alleged to have been drilled
6 on that ground. Now, in plotting, you presented
7 or made available a plot of these holes which I
8 take to be reasonably accurate, and there was a
9 general statement by, I believe, an engineer
10 working in the district for another company at
11 about that time, that, as I recall, that placed
12 several drills, as I recall it, on some Anaconda
13 ground right in the area of the junction of the
14 old Twin Buttes Road and the Sahuarita Road,
15 thus suggesting a relatively close-spaced drill-
16 ing pattern in a limited area.

17 The inference is that a group of close-
18 spaced drill holes are penetrating something, but
19 this is inference.

20 MR. EDWARDS: Did you also comment that the
21 drilling on the dynamite claims was interesting
22 or indicative of something because, while they
23 were inconclusive because of their wide spacing,
24 the fact of there being mineral in each hole
25 and its wide spacing made it interesting in the
26 sense of a potential further dissemination?

1 THE WITNESS: I believe I said to you that
2 it suggested a significant size to the distribu-
3 tion of mineralization.

4 MR. EDWARDS: Did you further mention that
5 this information more or less indicated that
6 perhaps the mineralized area could be of much
7 greater extent, conceivably?

8 THE WITNESS: Much greater extent than what?

9 MR. EDWARDS: Than within the limits of the
10 holes actually drilled; that perhaps it could
11 extend beyond the holes drilled?

12 THE WITNESS: I probably did draw that
13 inference and stated it as you did.

14 MR. EDWARDS: Did you also mention that it
15 was either your conclusion or surmise that
16 through the work of, in particular, Kenyon
17 Richards, and perhaps some others which I don't
18 recall right now, that this appeared to be what
19 you referred to as a new center or area of
20 mineralization?

21 MR. REDHAIR: Objection. Leading. Answer
22 to the best of your ability.

23 THE WITNESS: This really was a conclusion
24 which could be reached independently of anything
25 Richards had concluded, although he may have
26 concluded the same thing.

1 MR. RICHARDS: Were you aware of that conclu-
2 sion of his?

3 THE WITNESS: Yes.

4 MR. EDWARDS: Well, just one other question.

5 Going back to the "waiting game," did
6 you comment to me that the "waiting game" is
7 usually decided by the local mine developers and
8 not the geological division?

9 MR. REDHAIR: The same objection. Leading.

10 THE WITNESS: I don't recall saying that.

11 Q Do you recall having said to George, at
12 any time, "Well, you have probably dealt with
13 the geological branch rather than," I think it
14 was, "the new mines branch," or something like
15 that?

16 A This is so vague, I can't answer it.

17 Q Let's refer to an "investigation of
18 Edwards Copper Property, Pima Mining District,
19 Arizona," of October 18, 1972. Do you know
20 who prepared this particular document -- it has,
21 "From Joseph J. Durek," but I am not sure if
22 it is the same document?

23 A That is a cover letter to the attached
24 document.

25 Q Joseph Durek is in Oakland?

26 A Yes.

1 Q What is his function with the company?

2 A He is the senior geologist.

3 Q He is the senior geologist?

4 A Yes.

5 Q Is he an attorney?

6 A No.

7 Q I would read, in part, from a portion on
8 page three, that says, "Adverse locations."

9 MR. REDHAIR: Objection. There is no founda-
10 tion for this question; no facts in evidence
11 upon which to base this question. Go ahead.

12 Q "Claims located by Frances G. Emmons
13 and Robert L. Gilbreath conflict with most of
14 the Phoenix group."

15 I take it that the Phoenix group is
16 Mr. Edwards' claims?

17 A Yes. The best of my recollection, yes.

18 Q "These appear to have been located
19 subsequent to some of Edwards' original claims,
20 but they clearly precede the location of the
21 Phoenix group in 1969 and 1971."

22 You have a list of claims here and it
23 says, claim, location, recording, docket, page
24 and they list "Emmons 1 through 32; Emmons 41
25 through 44; Arley 1 through 5; Emmons 47 through
26 51; Emmons A-1, B-2 to H-8."

1 It also says, "At least three additional
2 claims were located during 1961 and 1964, and
3 two placer claims were located in 1965 and 1967.
4 At least 26 claims of the Emmons group are
5 allegedly optioned to the Anaconda Company, who
6 located placer claims over some of them."

7 Then it says, "Claim, Sam 1 through 8
8 (placer)." It says, "The northern edge of the
9 Phoenix group appears to conflict with Banner,
10 but no review was made and it is possible that
11 the Banner claims were transferred to Anaconda."

12 Now, I am not asking you whether or not
13 this is true. I am asking you whether or not
14 this is the information upon which you are basing
15 your decisions, in negotiating with Mr. Edwards;
16 were these the problems that you were anticipating?

17 A These are suggestive of problems. If I
18 may set this in a better reference: this was
19 a cursory review of records in the courthouse
20 made by Mr. Durek and in my company he compiled
21 the data at a later date.

22 As it states in the cover letter, for
23 information for those concerned, it is a preliminary
24 review. It simply suggests the potential diffi-
25 culties.

26 Q Is this kind of a red flag to you, as a

1 geologist?

2 A Sure.

3 Q I would continue reading, after having
4 skipped to the second paragraph on page four.

5 MR. REDHAIR: Show an objection. This is a
6 document prepared by someone else, not even this
7 gentleman. He is asking conclusions of those
8 documents prepared by somebody else, of this
9 person who says he never had any association
10 with that document.

11 Now, go ahead.

12 Q "Anaconda has recorded annual work on
13 the Phoenix claims purchased from Edwards and
14 on their adjacent claims."

15 I take it that you reviewed the assess-
16 ment work, and that Anaconda had done work on the
17 Phoenix claims?

18 MR. REDHAIR: Objection. Leading.

19 A If that is what it says on the document
20 you hold, I presume that it was found so in the
21 courthouse.

22 Q Then it lists "assessment year" 1965
23 through 1972 and you list the docket and page.

24 MR. REDHAIR: Wait, Brian. You keep using
25 him as the author of the document. He isn't.

26 MR. SMITH: All right. What difference does

1 it make?

2 MR. REDHAIR: It seems a great difference,
3 if you are asking him about a document that he
4 never even prepared.

5 Q This document that Mr. Durek prepared
6 is one of the documents that you, as a representa-
7 tive of Kaiser, relied upon in making any kind
8 of decision, right?

9 MR. REDHAIR: Objection. Leading.

10 A No decisions have been made yet.

11 Q I would read the final paragraph of
12 the document, which states that, "No grounds
13 for Edwards' assertion of ownership was found
14 for most of the eastern group, where Anaconda
15 has recorded annual labor since prior to his
16 relocation. No major incursions of adverse
17 claims was noted on the irregular western group,
18 where DeVilliers also asserts ownership."

19 Whether or not these conclusions are
20 correct, or in fact right or wrong, is not my
21 point of concern. My point of concern is that
22 this is some of the information that you had as
23 input in your decision-making process, is it
24 not?

25 A Well, as I say, no decision by us on
26 the legal aspects has been made. We have asked --

1 Q Maybe I can rephrase the question.
2 Maybe your decision to request further legal
3 advice is what I am talking about, because as a
4 result of yourself and Mr. Durek's investigation
5 at the courthouse, did you not decide that there
6 had to be a legal determination before you
7 proceed in this matter?

8 A Yes, a legal determination up to some
9 point.

10 Q Okay. And this particular interoffice
11 memo reflects the points that were concerning
12 you, that had to be resolved; is that correct?

13 A I would say so, yes.

14 Q You have got some handwriting on the front
15 here I can't read and I don't know whether it is
16 yours or -- maybe you can look at it and see.

17 A That is my handwriting, dated February 26th.

18 Q Okay. I just can't understand.

19 A Would you like me to read it?

20 Q Could you?

21 A It relates to a telephone conversation of
22 that date on which George Edwards asked whether
23 I had heard anything concerning our intentions
24 from management or our legal department advice.
25 I will simply read the memo. It is not a memo.
26 It is handwritten notes.

1 "George Edwards called re progress.
2 Would not discuss terms. Pointed out that we
3 were entirely in the dark -- he only replied that
4 his deal was normal mining agreement -- nothing
5 excessive -- but implied a commitment to do
6 assessment work by drilling -- and probably to
7 do a minimum depth hole (or even reach bedrock)."

8 That would probably require interpretation,
9 since it is shorted. I pointed out that we were
10 at a disadvantage in pressing our legal depart-
11 ment for an opinion, since we hadn't the slightest
12 idea what the terms of the property were, and
13 after considerable legal investigation we might
14 find the terms were ^{not} acceptable. This whole thing
15 came about because Mr. Edwards wanted some
16 assurance that we wouldn't immediately withdraw
17 upon investigation of the legal problems. This
18 is where we are really at an impasse.

19 Q I have here this additional memo. Was
20 this one written by yourself?

21 A Yes.

22 Q Could you read that one to us?

23 A Yes. This is notes on a telephone
24 conversation with Mr. Edwards on August 16, 1972,
25 in which he furnished me certain information and
26 I will read the notes. "Dick Metler drilled for

1 DeVilliers two plus or minus 1400."

2 It says, "That depth as quoted by me."
3 I don't know what that quote refers to. I don't
4 understand it myself, now. "No data in Edwards'
5 hands -- actually, he thinks 1600 feet bottomed
6 in 'transition zone' -- did not hear of 'Anaconda
7 rock.' Section 19 -- about middle, 17 South 13
8 East. DeVilliers has all data -- Edwards has
9 none left. Bear Creek gravity on record Aero
10 Mag. Dick Weaver -- Vernon Smith recorded."
11 This will require interpretation. I have it --
12 it states, "Dick Weaver made an ore estimate
13 and Vernon Smith recorded it in the courthouse.
14 Reese must handle legal. Smith questions about
15 mining law."

16 Q I believe it is not this Smith you are
17 talking about?

18 A Right.

19 MR. SMITH: Jack, if you want to ask some
20 questions --

21

22 CROSS EXAMINATION

23 BY MR. REDHAIR:

24 Q With reference to the Edwards mining
25 claims in general, when, in the course of your
26 profession, did you have any association with

1 those claims the first time?

2 A I was asked to review, essentially, these
3 claims, I believe, probably under different names,
4 in about 1967.

5 Q Who were you associated with then?

6 A I worked for American Smelting and Refining
7 Company.

8 Q Who asked you to review the claims?

9 A Harold Cortwright.

10 Q Who is he?

11 A A supervisor for the Southwest Exploration
12 District.

13 Q With ASARCO?

14 A Yes.

15 Q How did the claims come to his attention,
16 if you know?

17 A As I recall, Jay Fuller had brought them
18 to the attention of another ASARCO man at another
19 office, and I don't remember what office. He
20 forwarded the data to Cortwright who asked me to
21 look into it.

22 Q Who is Jay Fuller?

23 A A Tucson man who operates the Fuller
24 Construction Company, and who deals in mining
25 properties.

26 Q At those times, did ASARCO have any

1 interest in the properties?

2 A How do you mean?

3 Q It is my understanding ASARCO or any
4 mining organization can explore their own
5 property or explore somebody else's property
6 and then have an option agreement and so forth.
7 Did they have any interest in this property?

8 A No. They did not.

9 Q What information was given to you at that
10 time?

11 A I reviewed, I believe, possibly, a draft
12 copy of a master's thesis or a thesis by Dick
13 Weaver on the District, in general. There were
14 some claim maps on which were located certain
15 drill holes and depths, some by Anaconda. There
16 may have been some by Edwards at that time. I
17 don't remember.

18 Q Is the material that you reviewed still
19 with ASARCO, to your knowledge?

20 A I suppose, because I put it in the file
21 there.

22 Q Is the normal business of ASARCO, to your
23 knowledge, such that they would keep that type of
24 material at this date?

25 A They would keep it, yes.

26 Q Did you physically go out and review the

1 premises itself?

2 A No.

3 Q After you reviewed this data, what did
4 you do?

5 A I stated that the property had insuffi-
6 cient merit for ASARCO to be interested. I
7 stated this to my employers, who, I believe,
8 so informed Fuller.

9 Q Did you direct correspondence to your
10 employer covering that concept?

11 A I presume I filed a memo.

12 Q Mr. Fuller contacts ASARCO, gives to
13 ASARCO and it evidently ends up in your hands,
14 some data. You reviewed the data and, based
15 upon that alone, without a view of the property,
16 without a review of core drillings, you wrote
17 to your superiors saying ASARCO would not be
18 interested -- in substance; is that right?

19 A In substance, yes.

20 Now, may I interject that I had worked
21 in the district, in considerable detail, prior
22 to this.

23 Q You had some familiarization with this
24 area?

25 A Yes.

26 Q Why would ASARCO not be interested?

1 A Based on information presented, they
2 did not seem to -- there was nothing to suggest
3 that mineralization existed or that it probably
4 was too speculative.

5 Q So speculative that you wouldn't even
6 recommend ASARCO to drill and so forth; is that
7 right?

8 A That is right.

9 Q When next did you become associated with
10 this general land, the Edwards claims?

11 A We were directed to Rodney DeVilliers
12 as possibly owning or having an option on the
13 property.

14 Q Who is he with now?

15 A ~~Kaiser.~~ *not correct*

16 Q When was this?

17 A In 1970.

18 Q And how did that contact come about?

19 A The contact was through a consultant
20 formerly retained by Kaiser who had presented
21 a geologic theory, in substance, similar to that
22 which I had rejected for ASARCO earlier.

23 Q Now, you are with Kaiser and now you
24 received almost the same data. You review almost
25 the same data again on behalf of Kaiser.

26 Is that what you are saying?

*He's an indep.
Agent, who
resides in
Albuquerque, N.M.*

1 A The theory initially suggested was, in
2 substance, similar to that which I had earlier
3 rejected.

4 Q Do they give you, at that time, some
5 of the identical data that you reviewed in 1967
6 while with ASARCO?

7 A When I finally contacted Edwards and I
8 was never able to obtain data from DeVilliers --
9 he would not produce it -- I was asked to review
10 the property for Kaiser and, among other things,
11 to determine if anything new had turned up.

12 Q Was this in 1970?

13 A In 1970.

14 Q I'd like to distinguish, in my own mind,
15 how many times you talked with Edwards. I know
16 that you got in contact with him through his
17 attorney in, basically, August of 1972.

18 A Yes.

19 Q So you had some familiarization with
20 this property back in 1970, with Edwards.

21 A Yes.

22 Q Did you talk with Edwards in 1970?

23 A No.

24 Q Let's stay in 1970, now. The gentleman
25 you had contact with was --

26 A Rodney DeVilliers.

1 Q What did he provide you with?

2 A Nothing.

3 Q He asked you, in essence, is Kaiser
4 interested in exploration?

5 A No. We asked him if he owned the
6 property, and we said that if he did and could
7 furnish data on the property, I would review
8 it.

9 Q And what happened?

10 A He could not or would not furnish the
11 data.

12 Q Do you know why?

13 A No.

14 Q Is that all the association you had with
15 the property in 1970?

16 A Yes.

17 Q When next did you have some professional
18 association with that property?

19 A Correspondence was continued with
20 DeVilliers on a sporadic basis in that I wrote
21 to him occasionally stating, in substance, "You
22 have promised certain data, but it never appeared.
23 You still hold the property and can you produce
24 data?"

25 This continued, this request for data
26 from DeVilliers, continued up until the spring of

1 1972, at which time I began to suspect that,
2 perhaps, DeVilliers did not have proper claim
3 to the title. I did not know this, but it was
4 a suspicion. At that time, we went, or I went
5 to the field to look at claim notices. We made
6 a quick courthouse inspection. It seemed that
7 Mr. Edwards, apparently, and not DeVilliers,
8 might have held the best claim.

9 This led to contact with Fuller, who
10 formerly had been associated, in some way,
11 with Edwards, simply to locate it for Edwards.
12 This resulted in a meeting with him in August
13 of 1972.

14 Q So I gather it was your efforts that
15 brought about the meeting between you and Mr.
16 Edwards, as opposed to Mr. Edwards seeking you
17 out, looking for a potential buyer?

18 A That is correct.

19 Q And you contacted Mr. Edwards through
20 Mr. Fuller?

21 A Indirectly.

22 Q You came through Paul Rees, the attorney,
23 isn't that true, I gather from this report --
24 to your best remembrance?

25 A I can only state, the best as I under-
26 stand it, and some facts are missing, I did not

1 know Mr. Edwards' address or his telephone
2 number, it being unlisted. I, therefore, called
3 Fuller and said, "Do you know how I can get in
4 touch with Mr. Edwards?" And I also discussed
5 the claims with him, just briefly, since he
6 had once been associated with him. He said,
7 "I will give you Mr. Edwards' phone number and
8 call you back."

9 When he called back, he did not give me
10 the number. He said that he had contacted Mr.
11 Edwards and he interjected himself as an inter-
12 mediary.

13 Now ultimately, then, after other phone
14 calls -- I don't remember how many -- with
15 Fuller, I then received a phone call from Rees
16 advising me that, in substance, Fuller had no
17 part in this and that I could contact Mr. Edwards
18 by calling Bill Smith, the attorney.

19 Q What happened next?

20 A I called Smith and subsequently received
21 a telephone call from Edwards.

22 Q What happened next?

23 A We arranged for a meeting and I had
24 requested any data that Edwards might have had.
25 He said, as I read the note earlier, that he had
26 none. He did supply some data, claim map and

1 other information.

2 Q Eventually he supplied some data?

3 A When he met with me, yes.

4 Q What did he give you, what did he provide
5 for you folks?

6 A He provided some rough claims sketches
7 showing his claims, the Emmons claims, the loca-
8 tion of certain drill holes by Anaconda, by
9 DeVilliers, by Edwards, and their depths, and
10 the report which I read by Kenyon Richards, which
11 had been made for another party.

12 Q Anything else?

13 A I should interject, the report was not
14 signed by Kenyon Richards. It was a copy of a
15 report allegedly to have been written by Kenyon
16 Richards, and I have no way of disputing that.

17 Q Any other data?

18 A No.

19 Q To your remembrance?

20 A No.

21 Q Where is that data today?

22 A In our office.

23 Q Now, you say that in the course of
24 events, after contacting Mr. Edwards, that
25 data was given to you.

26 A Yes.

1 Q Was that the type of data that you would
2 expect to receive in this type of preliminary
3 negotiations?

4 A Yes, I believe so.

5 Q Would you expect more data than that
6 that you received from Mr. Edwards?

7 A I had hoped for more specific data on
8 the drill holes, but he informed me he did not
9 have that.

10 Q Did he tell you where it was?

11 A Rodney DeVilliers has it, according to
12 Mr. Edwards.

13 Q Did he tell you he made any efforts to
14 acquire that?

15 A He said he had attempted to.

16 Q And was unsuccessful?

17 A That is correct.

18 Q Do you know whether or not he asked
19 of Anaconda to provide additional data, drill
20 data?

21 A I don't know.

22 Q Now, what, in general, were the conversa-
23 tions you had with Mr. Edwards concerning nego-
24 tiations?

25 A He stated that in order to talk about
26 terms for the property, to actually negotiate for

1 the property, that we would have to sit down with
2 his attorney, and I believe he referred speci-
3 fically to Leo Smith, who would handle the
4 property or aid him in discussing terms and
5 options. He also indicated, after my initial
6 expression or question on the legality of
7 ownership or the strength of his claim to the
8 ground versus former partners, DeVilliers and
9 Anaconda, with regard to the Emmons area, he
10 suggested that he would not wish to go into the
11 details of the terms until we had made, number
12 one, a review of the property and said we were
13 interested, technically, and until we could
14 also say that we were satisfied that there was
15 no real legal impediment.

16 Q So before he would discuss any types of
17 terms at all, he wanted your organization to
18 determine title and to review the property and
19 voice the opinion as to whether or not there was
20 some ore on the property?

21 A No. The technical aspect was handled
22 almost immediately. I reviewed the data and
23 said we were interested, technically, in pursuing
24 exploration, or I was interested and would so
25 recommend.

26 Q And before he would even make any comment

1 about terms, what other things had to be accom-
2 plished?

3 A He wished that we, as a company, could
4 express, or that I could express for the company
5 that we had no specific or great hesitancy about
6 any legal problems which might or might not
7 exist.

8 In other words, he stated, in substance,
9 "I don't want to bog down with a lot of time
10 and negotiation and then have you spend one
11 day in the courthouse and throw up your hands
12 and say we can't handle it."

13 Q And that is when you requested, of your
14 attorney, to review the legal problems?

15 A Yes.

16 Q And at this time, your attorney has not
17 made a recommendation to the company to come back
18 and discuss terms with Mr. Edwards; is that cor-
19 rect?

20 A They haven't given us an opinion yet,
21 no.

22 Q Now, there is a piece of correspondence in
23 this file which, I believe, has your initials
24 and I assume you are the author of this.

25 A Yes.

26 Q What do you mean about Edwards playing a

1 hard-to-get game, written, May 16th of '72?

2 A That referred to the inability to reach
3 him through Fuller, as an intermediary, and it
4 may in fact have been an incorrect assumption.
5 In other words, everything I received was
6 filtered through Fuller, and Edwards had not
7 called me, directly; therefore I assumed that
8 he was being somewhat coy about this.

9 Q In paragraph three of this May 16th, 1972
10 letter, you requested certain data from Mr.
11 Fuller. Did you ever receive that data?

12 A Not from Fuller.

13 Q You wanted that data to review the
14 Edwards claim, so to speak; is that true?

15 A Yes.

16 Q Did you ever receive that data from any
17 source?

18 A Part of it.

19 Q And that, too, is in the home office,
20 that that you did receive?

21 MR. SMITH: What data are we talking about?

22 MR. REDHAIR: Paragraph three of the
23 correspondence I have identified, which we are
24 going to have, each of us, a copy of, in a
25 minute.

26 A All data which Mr. Edwards had furnished

1 was reviewed in my office. I copied some of it
2 for reference in plotting.

3 Q And that we have already talked about.
4 That is in the home office?

5 A I believe one of the original claim map
6 copies, those copies are in my office.

7 Q Now, at the start of a new paragraph,
8 below what you call number three paragraph, in
9 your May 16th letter, you say, "I stressed to
10 Fuller that based on information I had previously
11 seen, when I examined the property for ASARCO,
12 I could frankly not be enthusiastic about it."

13 Are you referring to the Edwards property?

14 A Yes.

15 Q Now, what have you seen since May 16,
16 1972, if anything, that would change that
17 opinion?

18 A The data on the Smith ground, for one
19 thing, which I did not know existed at the time
20 or did not have, in any event, at the time I
21 talked with Fuller and Edwards while employed by
22 ASARCO.

23 Q Where did you get the Smith ground data?

24 A It is recorded in the courthouse in an
25 affidavit of labor.

26 Q Anything else that would make you change

1 your opinion, "I could frankly not be enthusiastic
2 about it"?

3 A The Smith ground data, plus the alleged
4 location of drill holes on Anaconda ground
5 immediately south of the Edwards western claim
6 group, these two pieces of information, plus the
7 depths at which the mineralization was, reportedly,
8 by the courthouse document, encountered in the
9 Smith ground, suggested a reinterpretation of
10 the geology.

11 Q I can get the Smith ground data from
12 the courthouse?

13 A You can.

14 Q Do you have a copy of it?

15 A Yes.

16 Q Okay. Then you say, the alleged Anaconda
17 drill holes?

18 A That is right.

19 Q You use the word that seemingly infers
20 you are not sure they are there.

21 A I presume that they, in fact, are.

22 Q Who told you about Anaconda drill holes,
23 if you remember?

24 A The comment came through to us at one
25 point while I was with ASARCO, from engineers
26 working in the district, that they had seen a

1 concentration of drillings in these areas.

2 Q Where are these holes that you remember?

3 A They are immediately south of the Edwards
4 western claim group.

5 Is this the Phoenix or West Phoenix,
6 George -- without a map, I don't know.

7 Q Any other fact?

8 A Data from old Bear Creek drill holes
9 south of the Smith ground added a certain amount
10 to the geologic picture.

11 Q Where is that at?

12 A This was at one time furnished by Fuller.
13 I have no copies other than some notes in my
14 personal files.

15 Q Are those notes contained in these two
16 files we have in front of us?

17 A No.

18 Q Any other fact?

19 A Those are the basic facts that support
20 the conclusions that I drew.

21 Q What are your conclusions; what would
22 be your recommendations to the company?

23 A To Kaiser?

24 Q Yes.

25 A I did so recommend that, technically,
26 it was promisable that mineralization could extend

1 northerly beyond the Smith ground, possibly
2 beyond the area in which it appeared that Anaconda
3 had drilled and into the land held to the north
4 by Edwards or to the northeast, also, in conflict
5 with Emmons.

6 Q Assume, for the sake of the following
7 discussion, there were no title problems.
8 Would you make any written recommendations to
9 your company concerning the Edwards property?

10 A Yes.

11 Q What would it be?

12 A That we pursue, by drilling.

13 Q Exploration?

14 A Yes.

15 Q And enter into an option, a normal
16 option agreement?

17 A If terms were acceptable, correct.

18 Q Now, have you reviewed the drilling per-
19 formed by Anaconda, those records by Anaconda
20 in '66-'67, that period of time?

21 A I only have recollection of that data
22 and the drilling that I had seen back in the
23 '66-'67 period was nondefinitive in that the
24 Anaconda hole shown me did not reach bedrock,
25 and that still exists.

26 Q Have you reviewed that data since

1 starting to talk with Mr. Edwards in August of
2 '72, the Anaconda data?

3 A I had nothing to review before talking
4 to him, really.

5 Q Have you reviewed it since August of '72?

6 A Yes.

7 Q The Anaconda data?

8 A Yes, such as we have.

9 Q And who did you get that from?

10 A Edwards.

11 Q And that data is still in the home office,
12 that is the stuff you told me about already?

13 A Well, data such as it was consisted of
14 location of drill holes and their depths. These
15 were plotted on one of Edwards' claim maps,
16 and the depths, I believe, were recorded adjacent.
17 I have copies of this contained in my files
18 at the office, in our map files.

19 Q Assuming that the company did go ahead
20 with your recommendations, did drill, did find
21 ore, would you recommend to the company to
22 exercise the option?

23 A Well, once we had entered into an agree-
24 ment, it would presumably stipulate that the
25 option could be exercised.

26 Q Would there be any problems that you see

1 in the area that would preclude you from exercis-
2 ing the option?

3 A One of the problems that does exist is
4 from a practical exploration viewpoint, that
5 should ore exist in the vicinity of the Edwards
6 claims, it very probably would overlap Anaconda
7 ground. That is, we might have a piece of ore body
8 and his ground is crossed in a diverse pattern
9 by Anaconda ground.

10 This opened the question as to whether
11 or not we would ultimately be faced with a
12 negotiation with another mining company.

13 Q What do you mean, crossed?

14 A The ground which Edwards holds, as I
15 recall the configuration on his westerly ground,
16 is a square surrounded by Anaconda with a hole
17 in the middle also owned by Anaconda. This
18 is an adverse land position.

19 Q How do you know that fact exists; where
20 did you get that data?

21 A Supplied by Edwards and it seems to be
22 borne out by a preliminary check in the court-
23 house.

24 Q That is the western area?

25 A Yes.

26 Q I assume there are other areas.

1 A There is an eastern area not contiguous
2 with the western area, in which there is the
3 conflict with the Emmons ground or the apparent
4 conflict with the Emmons ground.

5 Q If that were resolved, would there be
6 any problem in mining the eastern area of the
7 Edwards lands, from a practical standpoint?

8 A Perhaps not. I might interject, wherever
9 diverse ownership boundaries cross a potential
10 exploration area, this signals future difficulties
11 or future negotiations.

12 Q You have provided two records here, have
13 you not? One of these is entitled "Edwards
14 Copper Twin Buttes area, Pima County, Arizona."

15 A Yes.

16 Q In general, what does that file contain?

17 A Correspondence and notes.

18 Q The second file is, "Edwards Copper
19 Legal and Claims, Pima County, Arizona."

20 A Yes.

21 Q And that file, I assume, was prepared
22 or accumulated in a legal office?

23 A No.

24 Q Who did this?

25 A This consists of the copy of the copy of
26 findings and prepared as a separate file in

1 anticipation that there would be further
2 correspondence relating solely to the claims
3 or legal aspects thereof, and not general
4 miscellaneous correspondence.

5 Q In addition to this data, there is,
6 evidently, another file with the home office,
7 showing the data that you collected and copied
8 from Mr. Edwards, possibly Mr. Fuller and so forth?

9 A That is correct.

10 Q And there is a third file that, evidently,
11 consists of your personal notes -- or the fourth
12 one, I should say?

13 A Not really. When I referred to personal
14 notes, I mean in a notebook.

15 Q Is there any other file, in an all-inclu-
16 sive sense, that Kaiser has, concerning the
17 Edwards claims?

18 A We have a geologic file.

19 Q And any others?

20 A No.

21 MR. REDHAIR: That is all I have.

22
23 REDIRECT EXAMINATION

24 BY MR. SMITH:

25 Q John, I am referring to a map. Let's
26 call this Plaintiff's Exhibit 1. This looks like

1 "Warren claims, the New Audrey group, the
2 Yuletide group," and I don't know what the other
3 group is called -- the "Lacunar group," and a
4 portion west of that which I have been told have
5 been renamed the "East Phoenix group, the Phoenix
6 group, the West Phoenix group, and the Far West
7 Phoenix group."

8 Is that right?

9 A Yes.

10 Q Let's call them by their Phoenix names.
11 You mentioned in the western portion of Mr.
12 Edwards' claims, that which would be the "Western
13 Phoenix" claims and the "Far Western Phoenix"
14 claims, you felt that if ore were found in this
15 particular group of claims, that you would have
16 to work out a future agreement with some other
17 mining company. Is that correct?

18 A The chances are great. Now, if such a
19 find was made entirely within this northern
20 sector, which consists of about 18 claims, plus
21 in the West Phoenix, plus a certain number in the
22 Far West Phoenix, this is approaching a size of
23 which one could mine independently, but if a
24 find were made in the southern portion of the
25 West Phoenix group, which is on the south and
26 east, at least, bracketed by Anaconda, which

1 Anaconda owns internally a strip of -- it looks
2 like six claims -- this would present difficulties.

3 Q So I take it, then, if we had claims
4 29 through 40, of what we have on this map called
5 the "Yuletide group" and possibly claims 1 through
6 6 of the "Lacunar" group, if you found a claim
7 centrally located in that particular portion,
8 that could be mined on an independent basis?

9 A That looks reasonably more possible, yes.

10 Q I would also ask you that if you found
11 a group near or located in the Phoenix claims,
12 which would consist of claims 1 through 16 of
13 the New Audrey group, I imagine if you found
14 one in there, you could mine that independently?

15 A Centrally located, probably, yes.

16 Q Or centrally located in the Yuletide
17 group, could you mine that?

18 A Yes.

19 Q Then I'd like to question you about this
20 thing that when you have the "hard to get"
21 statement, at that time, you had spoken only
22 with Mr. Fuller; isn't that right?

23 A That is correct.

24 Q And really, you don't know what Mr.
25 Edwards was saying at all?

26 A That is correct.

1 Q He could have been saying he really wants
2 to talk to the man and Fuller was saying, "Let
3 me interject myself in here, and make a couple
4 of bucks"?

5 A That is correct. I don't know what
6 happened.

7 Q I take it that the density of drill
8 holes in a certain area is an indication of
9 interest on the part of a mining company; for
10 example, I think you mentioned that in this
11 area down here, which I think is called the fan
12 group, that there was a large, a greater density
13 than had been reported to you of Anaconda drill
14 holes.

15 A Yes.

16 Q Did you interpret that as interest and
17 possible good results?

18 A Yes. I so interpreted it.

19 Q In the mining profession, when you find,
20 let's say, on one claim, seven or eight drill
21 holes, is that an indication that there is some
22 interest in a particular area?

23 A Well, when those drill holes are sunk
24 by a knowledgeable mining company, yes, I think
25 that is considered as evidence of interest.

26 Q And that is one of the things that you

1 based your conclusions on?

2 A Yes.

3 Q Now, Mr. Edwards approached you and said,
4 "Look, I want you to get some kind of a commit-
5 ment out of your company with regard to the legal
6 aspects of my holding, before we dicker about
7 terms," is that right?

8 A Yes. That is correct.

9 Q Did he justify that for any reason to
10 you; I mean, is it an unusual request?

11 A I felt it was somewhat unusual.

12 Q Did he explain to you why he wanted that
13 done?

14 A Yes, although not entirely to my personal
15 satisfaction.

16 Q What did he explain to you?

17 A That negotiations were often time-consuming,
18 required his time and the fees of an attorney,
19 which he wished present at any such discussions,
20 and that he did not want to go into either the time
21 or the expense only to have us, Kaiser, withdraw
22 after a very cursory legal investigation.

23 Q Had he explained to you previous and
24 recent problems with Conoco?

25 A No, or not to my recollection.

26 Q Is there any reason why, right now, to

1 your knowledge, why you haven't received a
2 response from your legal department?

3 A Not really.

4 Q Do you think that the questions that have
5 been presented to them -- did you draft them,
6 did you present them to them?

7 A No.

8 Q Who did?

9 A T. F. O'Neill.

10 Q Is he local?

11 A Of Oakland. He is exploration manager
12 of Kaiser exploration.

13 Q At any time, did you feel that your
14 presentation of the potential legal problems was
15 at all vague or that the legal department didn't
16 have enough to work with?

17 MR. REDHAIR: Objection. No foundation.
18 You are asking for a conclusion of a lawyer
19 as opposed to a layman. I object to it.

20 Q Did you ever tell Mr. Edwards you felt,
21 maybe, your presentation had been vague?

22 MR. REDHAIR: Leading, suggestive.

23 A I think I suggested that perhaps we had
24 asked the wrong questions of the legal depart-
25 ment; but in any event, this was a speculation
26 and I was merely stating, during the conversation

1 you refer to, that we had not heard an opinion.

2 Q Did you say when you came across the
3 Anaconda assessment work in the courthouse,
4 that you had to take a harder look than you did
5 before?

6 MR. REDHAIR: Objection. Leading.

7 Q Would that be a fair statement?

8 A I don't recall saying that, specifically.
9 If you are driving at something, you will have
10 to rephrase it.

11 Q Would it be a fair statement or conclusion
12 that when you came across the Anaconda assessment
13 work and affidavit of labor and things like that,
14 that apparently showed that conflict with regard
15 to the Emmons and Banner claims, did you have to
16 take a harder look than you were about to take
17 anyway?

18 A This was upsetting, and it suggested all
19 the more reason for finding out why or what it
20 was about the title of the property that would
21 suggest to Anaconda that they should continue to
22 do assessment work on land which Edwards alleges
23 to have clear title to.

24 Q Then, in fact, when Mr. Edwards said,
25 "I want you to clear this up, legally, before
26 we negotiate," did you feel that that was a good

1 decision, after you got into the facts?

2 A Yes and no. May I qualify that?

3 Q Sure.

4 A We were, Mr. Durek and I, were perplexed
5 and annoyed because we could not even get a
6 general statement of terms from Mr. Edwards.
7 We could understand that he would not wish to
8 hammer out the fine points of an agreement without
9 knowing that we were reasonably satisfied that
10 we would live with whatever legal problems existed
11 and handle them as they come up. I think he was
12 within reason suggesting that we ask for an
13 opinion before hammering out these fine points.
14 I think that the total refusal to give us a
15 suggestion as to terms before a statement was
16 unusual and --

17 Q Did he ever convey to you the fear that
18 you might, when you in fact were hammering out
19 the terms and the fine points, that you would
20 use the legal quagmire that faced you as a
21 lever to force him into acceding to your business
22 demands?

23 A He, as I recall, suggested his fear of
24 this, to which I replied that I didn't foresee
25 such a problem; that I could only foresee with-
26 drawal if we thought it was too great a quagmire.

1 Q We have gone through what made you change
2 your mind from 1957 to 1972, correct?

3 A 1967.

4 Q 1967.

5 A Correct.

6 Q In '67, was the Twin Buttes area known as
7 a wildcat area?

8 A No.

9 Q Was it known as a wildcat area in 1957?

10 A Which specific area?

11 Q Well, let's ask another question.

12 Is the Twin Buttes area, including the
13 fan and the Phoenix claims and all that, is
14 that now known as "elephant country" in the
15 business?

16 A I'd say so.

17 Q "Elephant country" means potential, good
18 potential?

19 A It means, as I understand it, the nearness
20 of known large-sized mines. Some people refer
21 to all of Arizona as an elephant country.

22 Q Referring into late 1972, did Mr. DeVilliers
23 say he was going to file an affidavit of labor
24 on the Edwards claims?

25 A He did.

26 Q Did he do so, to your knowledge?

1 A We haven't checked.

2 Q This map here, did Mr. Edwards give you
3 a copy of this map, of one similar to it, maybe
4 a reduction?

5 A Certainly one similar to it. He allowed
6 me to xerox sections of such a map.

7 Q Did Mr. Edwards explain to you, when you
8 received some of the information from him,
9 especially the Anaconda reports that you got,
10 that these were what he was given by Anaconda
11 and that --

12 A Which date?

13 Q Didn't those reports go from 1965 to 1967
14 -- these are the reports that I am referring to,
15 that you felt were inconclusive because they
16 didn't go down and find the bedrock --

17 A At what date, though, are you referring
18 to?

19 Q I don't know.

20 A In other words, I have been shown some
21 Anaconda data in '67 and then, essentially,
22 abstracts of that data in '72.

23 Q Didn't Mr. Edwards help you, to the best
24 of his ability, obtain the necessary technical
25 information?

26 A He seems to have, yes.

1 Q I take it he was frank and cooperative
2 with you?

3 A Yes.

4 Q Did he indicate that he was anxious
5 to negotiate, subject to his own problem or
6 subject to the clarification from your legal
7 department?

8 A He so indicated by statement. In a
9 way, this seemed inconsistent with the refusal
10 to divulge even a skeletonized framework of
11 terms.

12 Q If today Mr. Edwards said, "Let's sit
13 down. I will give you a skeletonized framework
14 of terms," would you be amenable to listening
15 to him, even today?

16 A This problem has now reached another
17 stage. I would rather not discuss what we might
18 do in the future, at this point.

19 Q Is the other stage concerning Mr. Edwards
20 or concerning some third party now not related
21 to this particular action?

22 MR. REDHAIR: I was going to ask you, what
23 is the problem?

24 THE WITNESS: Okay. Very specifically, we
25 are engaged now in testimony, in litigation which
26 we feel is none of our concern. It involves

1 statements which I gave assuming that they would
2 be privileged or not brought into a personal
3 problem of Mr. Edwards and Anaconda. We do not
4 wish to be further or, certainly, I have no
5 wish to be further drawn into this controversy.
6 Therefore, pending advice from Oakland, I would
7 have to refuse further discussion.

8 Q Okay. I take it that your concern with
9 the Emmons overlays and other legal problems is
10 going to be resolved by your legal department,
11 and that is not your concern, is it?

12 A Any claim conflict, no, that really is
13 not.

14 MR. SMITH: I don't have any further questions.
15

16 RECROSS EXAMINATION

17 BY MR. REDHAIR:

18 Q When you talked to Mr. Edwards in 1972,
19 did he discuss with you any difficulties, say,
20 with the option agreements that he had had with
21 Anaconda, preceding that date?

22 A With the terms of such agreements?

23 Q Any difficulties, say, of any type.

24 A He was dissatisfied, he states, with
25 the manner in which compliance with relinquishing
26 data was followed.

1 Q Any other general difficulties, say?

2 A Not really.

3 Q Did he ever discuss with you, in his
4 interpretation, Anaconda breached a contract
5 with him?

6 MR. SMITH: I object to the form of the
7 question. It calls for a legal conclusion on the
8 part of Mr. Kinnison.

9 Q Go ahead and answer it.

10 A I frankly can't remember if Mr. Edwards
11 used the word "breached".

12 Q You told me that he expressed some dissatis-
13 faction with the timeliness of the data that
14 was released; is that correct?

15 A I believe he was dissatisfied with the
16 timeliness, and the allegation was made that it
17 was incomplete.

18 Q Did he discuss, in detail, what he meant
19 by the incomplete data; did he discuss what he
20 meant?

21 A Since he didn't have it, really, I don't
22 remember what he might have claimed was lacking.

23 Q Was there a suggestion to you that Anaconda
24 actually performed some labor on his property and
25 had that data and didn't give it to him, or was
26 it suggested that they didn't go far enough and,

1 therefore, the data is not complete?

2 A The latter. It was suggested, I believe,
3 that, for example, the geophysical results were
4 presented incompletely.

5 Q Did you look at the option agreement to
6 determine whether or not Anaconda had a duty to
7 go further, based upon your experiences?

8 A I am not sure that we read, Durek and
9 I, in the courthouse, that we read those agree-
10 ments.

11 Q Did he tell you that he had lost a sale
12 in the fall of 1971, of this property?

13 A He has told me that he lost a sale,
14 but I don't recall the date.

15 Q Did he tell you who he lost the sale to?

16 A No, to the best of my recollection.

17 Q Any details of the alleged loss; as to
18 why he lost the sale and so forth?

19 A He stated that -- again, as best as I
20 can recollect -- his statement was that an
21 interested mining company had been ready to make
22 a deal and either went to Anaconda to discuss
23 it or Anaconda contacted them -- I don't recall
24 which was stated, but that, essentially,
25 Anaconda representatives ran down his title
26 or the value of his property or said other

1 derogatory things about it.

2 Q He told you that?

3 A Yes.

4 Q Did you check out the authenticity of
5 that?

6 A There is no way to check it out.

7 Q Did you talk with Anaconda personnel
8 about that?

9 A Durek and I discussed the advisability
10 of going to Anaconda straight and openly, and,
11 in fact, discussed the possibility of a joint
12 venture proposal.

13 Q Have you gone to Anaconda?

14 A No. We rejected this on this viewpoint;
15 number one, Anaconda is --

16 Q When you say "we," you are talking about
17 you and who?

18 A Mr. Durek and I.

19 Q And Durek is with Kaiser?

20 A Yes.

21 Q Go ahead.

22 A At least as released through the press,
23 Anaconda is currently under certain agreements,
24 as you undoubtedly know, with Amex. And it was
25 a question to us as to what the status of
26 Amex was. Let me rephrase that.

1 It was uncertain what the actual status,
2 of properties on which this material existed --
3 what the exploration potential would be; whether
4 Amex would be a key decision or whether, indeed,
5 it would be Anaconda. This was one consideration,
6 and was an unknown.

7 The other consideration was that with
8 this litigation pending, in all probability, that
9 no one locally would be willing to even discuss
10 the property, even Anaconda; therefore we
11 rejected the idea.

12 Q From the date that you first contacted,
13 concerning this property, through Mr. Fuller --
14 excuse me -- it was not Fuller, it was DeVilliers
15 -- in August of '72 -- from that date to the
16 present time, has any person with Anaconda
17 discussed this matter with you, the Edwards
18 property?

19 A The dates are elusive. Would you rephrase
20 it?

21 Q I know when you were with ASARCO, that
22 was '67, and you rejected it.

23 A Yes.

24 Q I assume at that time that you had no
25 discussion with Anaconda about it.

26 A Correct.

1 Q Then the next time you had a review of
2 the property was, roughly, 1970.

3 A Yes.

4 Q And again, you looked at it very briefly,
5 well, over a period of time.

6 A We considered it in 1970 for the first
7 time.

8 Q And you kept writing letters requesting
9 data?

10 A To DeVilliers, correct.

11 Q From 1970 to the present time, have you
12 ever talked with Anaconda about the property?

13 A No.

14 Q Has Anaconda, by any means whatsoever,
15 ever dissuaded you, as a representative of
16 Kaiser on behalf of Kaiser, from investigating
17 that property?

18 A No.

19 Q Has Anaconda ever slandered his title
20 to you, in any way, shape or form?

21 A No.

22 MR. REDHAIR: That is all I have.

23

24 REDIRECT EXAMINATION

25 BY MR. SMITH:

26 Q Do you know that Anaconda knows that you

1 are interested?

2 A Prior to today?

3 Q Yes.

4 A So far as I would have personal knowledge,
5 they did not know we were interested.

6 MR. SMITH: That is all.

7
8 RECROSS EXAMINATION

9 BY MR. REDHAIR:

10 Q In light of the last question, you have
11 told us, recently, that there are a lot of
12 mining industries who feel that all of Arizona
13 is elephant country, so to speak.

14 A In a manner of speaking.

15 Q Aren't there a number of industries,
16 mining companies who are interested in finding
17 valuable minerals and to mine it?

18 A Oh, yes.

19 Q How many, approximately?

20 A In the nation?

21 Q Yes.

22 A There must be 20 or more.

23 MR. REDHAIR: That is all I have.

24 (End of deposition.)

25 * * *

26

1 STATE OF ARIZONA)
2 COUNTY OF PIMA) ss:

3 BE IT KNOWN that I, Peter A. Lumia, took the
4 foregoing deposition pursuant to notice at the time
5 and place stated in the caption hereto; that I was
6 then and there a Notary Public in and for the
7 County of Pima, State of Arizona; that by virtue
8 thereof I was authorized to administer an oath;
9 that the witness, JOHN E. KINNISON, before testify-
10 ing was first duly sworn to state the truth, the
11 whole truth and nothing but the truth; that the
12 testimony of said witness was reduced to writing
13 under my direction; and that the foregoing 69 pages
14 contain a full, true and accurate transcription of
15 my notes of said deposition.

16 I FURTHER CERTIFY that I am not of counsel nor
17 attorney for either or any of the parties to said
18 cause or otherwise interested in the event thereof;
19 and that I am not related to either or any of the
20 parties to said action.

21 IN WITNESS WHEREOF, I have hereunto subscribed
22 my name and affixed my seal of office this 13th day
23 of April, 1973.

24

25 My Commission Expires:

26 November 22, 1974

NOTARY PUBLIC

STATE OF ARIZONA) I hereby certify that the within No. 62328
COUNTY OF PIMA) instrument was filed for record
in Pima County, State of Arizona Book 2834 Page 323-323
Witness my hand and Official Seal. ANNA SULLINGER, Date: 1966 SEP 2 PM 3 02
County Recorder Request of: Vernon B Smith
By: Winifred Richman
Deputy For: 20

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AFFIDAVIT OF LABOR PERFORMED AND
IMPROVEMENTS MADE

STATE OF ARIZONA }
COUNTY OF PIMA }

VERNON B. SMITH, being duly sworn, deposes and says that he is a citizen of the United States and is more than 21 years of age, and resides at Tucson and Pima County, Arizona, and is personally acquainted with the mining claims known as the Dynamite Claims Numbers 21, 23, 25, 27, 29 and 31 of record in the Office of the County Recorder in Pima County, in Book 1919 at Pages 504 to 415. These claims are also known as the Soapys 1, 3, 5, 7, 9 and 11 of record in the Office of the County Recorder of Pima County, in Book 1962, at Pages 81 to 91, and that between the first day of September, 1965, and the 31st day of August, 1966, at least \$2,000.00 worth of work and improvements were done and performed upon said claims, not including the location work of said claims. Such work and improvements were made for Vernon B. Smith as recorded owner of said claims in compliance with the laws of the United States pertaining to assessment of annual work.

Physical labor was performed on the claims locating the 6 drill holes, sealing them and protecting them with barricades. This work was done by Stanford Smith, engineer, Eldon Wilkerson, and Lyle Petersen. A geological examination of the claims was made by Dr. Jacques Wertz and Mr. William Cheesman. Dr. Jacques Wertz, 700 Burrard Bldg., Vancouver 5, British Columbia, Canada, has his B.S. and M.S. and P.H.D. in Geology with 20 years experience as an exploration geologist. Mr. William Cheesman, 2300 Russ Boulevard, San Francisco, California, B.S. in Mining Geology, with 10 years experience in exploration. The geological survey commenced by Wertz and Cheesman was continued by a study of the drill cores from the 6 drill hole sites using the proper

BOOK 2834 PAGE 373

3401 E. 3rd St.

application of the principles and techniques of the Science of Geology as they related to the search for and discovery of mineral deposits. The persons working on the geological samples secured by drilling on the Dynamite Claims were Richard F. Hewlett, 7101 North Oracle Road, Tucson, Arizona, B.S. and M.S. in Mining Engineering, computer applications consultant for 6 years for major mining companies, Ronald L. Haxby, 843 West Tipton Drive, Tucson, Arizona, B.S. and M.S. in Geological Engineering, registered professional engineer with 6 years experience, Einer C. Erickson, Box 415, East Ely, Nevada, B.S. and M.S. in Geology, registered professional engineer with 12 years exploration experience, William L. Meyer, 7107 North Oracle Road, Tucson, Arizona, B.S. in Mining Engineering, Colorado School of Mines, 6 years experience in computer applications for mining companies.

A calculation of the ore reserves based upon the drill hole sites, A979, A974, A973, A969, and A975, and the cores taken from the drill holes was made by Mr. Richard R. Weaver, 3524 East Fourth Street, Tucson, Arizona, M.S. in Geology, 6 years exploration work with at least 2 years in the Trin Buttes area. The basic finding of Weaver's examination and study indicate an ore deposit ^{one hundred million} approximately/~~one million~~ tons of .539 percent copper. This ore calculation together with the geological survey and study by Richard F. Hewlett and Associates discloses that there is a commercial grade ore body on the Dynamite Claims which can be mined and milled at a profit. A plat showing the location of the drill holes on the Dynamite Claims/^{and the Weaver report} is attached to this Affidavit and made a part thereof by reference. This Affidavit is made for compliance with the provisions of U.S.C.A. Title 30 Section 28, Sections 28-1 and 28-2. Laborers assisting in the assessment work on the claims and geological survey were Lester Wells, Phil Pinado, Gregory Gomez and Narcho Nunez. This Affidavit does not list all of the assessment work done on the claims.

SUBSCRIBED AND SWORN to before me this 13 day of September, 1966

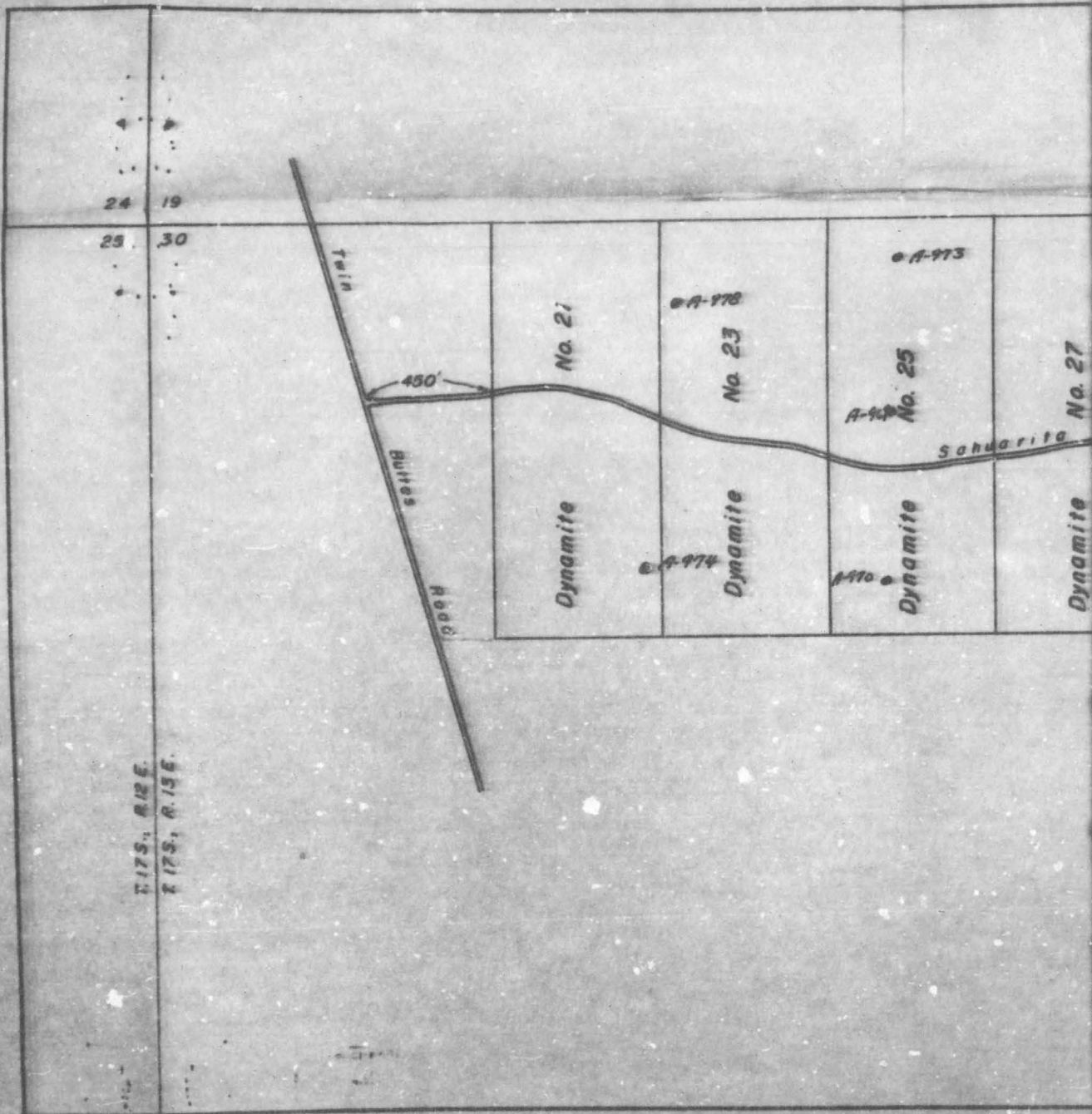
My Commission Expires:

Nov 28, 1968

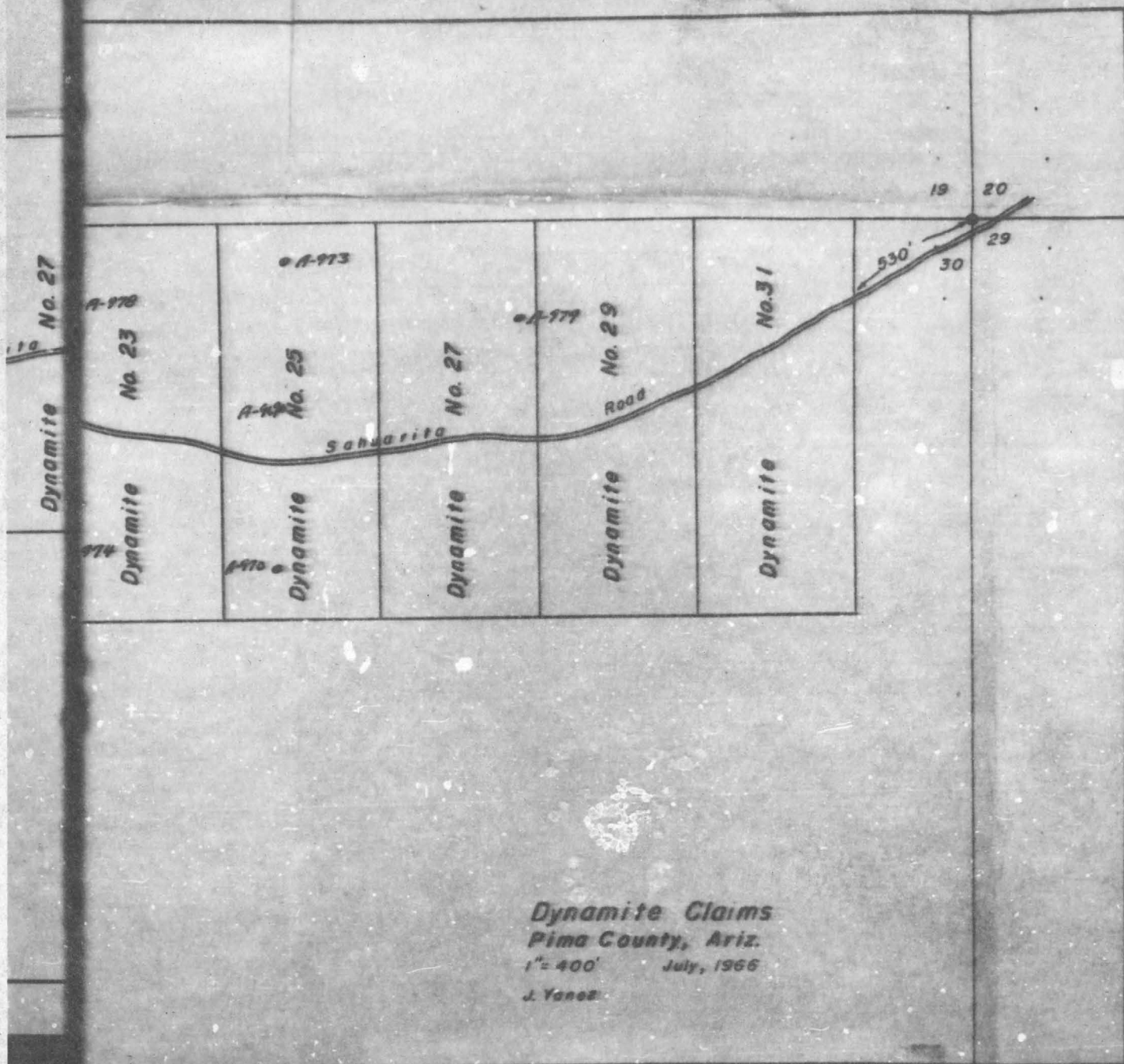
BOOK 2834

PAGE 374

Vernon B. Smith
Notary Public



T. 175, R. 125.
E. 175, R. 156.



PRILIMINARY ORE CALCULATIONS OF THE DYNAMITE CLAIMS

PIMA COUNTY, ARIZONA

Richard R. Weaver

BOOK 2834 PAGE 377

PRELIMINARY CALCULATIONS OF THE DYNAMITE CLAIMS

PIMA COUNTY, ARIZONA

Introduction

The Dynamite claim group lies approximately twenty-five miles south-southwest of Tucson, Arizona, in the Pima Mining district. The six unpatented Dynamite claims are located in the N. 1/2, N. 1/2, sec. 30, T. 17 S., R. 13 E., and are oriented in a north-south direction. They embrace an area 1500 feet by 3600 feet and occupy approximately 125 acres.

The blacktopped Twin Buttes Road approximates the western boundary of the claim group, and the maintained, dirt Sahuarita Road traverses eastward through the center of the acreage.

While the claims were under option to Anaconda a total of 9,301 feet was drilled in six holes. Five of these holes contained well mineralized intercepts, and the sixth hole was essentially barren of copper mineralization.

Method of Attack

The calculations of this study are based on five widely-spaced drill holes - A-979, A-974, A-973, A-969 and A-978. Drill hole A-970 contained lean copper values and was not considered in the calculations. The spacing of the drill holes ranges from 500 feet to 925 feet.

Areas of influence were calculated by the polygonal method, and where there wasn't any drill hole bounding the polygon, the mirror image of the controlled half of the polygon was projected. The polygons were constructed around the respective drill holes on graph paper, and the square footage of influence was measured by counting the number of squares in the polygon and multiplying the number by a constant.

To allow for easier calculations a figure of 10 ft.³/ton was used. The specific gravity of the rock containing the sulfide mineralization is about 3. This gives a value of 10.6 ft.³/ton. Thus the estimated tonnage derived in the study is very close to the actual tonnage figures.

In drill hole A-979 excellent molybdenum values were reported. In this hole only a Cu-Mo equivalent was derived. The formula used in this derivation is $4(\text{Mo } \%) + \text{Cu } \% = \text{Cu-Mo equivalent}$. This conversion allows for a total tonnage in Cu % while still getting the benefit of the Mo assays.

It was assumed for the purpose of this study that there was no limited area due to ownership boundary lines. Also it must be borne in mind that this study is of the rapid preliminary character, and time did not allow for double checking of the figures. It is felt, however, that the estimations are fairly accurate and closely approximate the true values.

Tonnage and Grade Calculations

A break down of the calculations are presented in appendix A. These tonnages and grades were derived from the assay data supplied to Mr. Vernon Smith by the Anaconda Company. Under Mr. Smith's direction more care in preparation of intervals over 1 % Cu was taken than in the intervening intercepts.

In the five wide spaced holes a total of 30, 136, 180 tons of 1.225 % Cu occurs as indicated ore, and a total of 99, 814, 280 tons of 0.539 % Cu. occurs as indicated ore.

Mineralization and Depth

A very brief survey of the core in Mr V. Smith's possession indicates that mineralization consists of chalcocite, malachite, azurite, native copper, chalcopryite, pyrite, molybdenite and very minor amounts of sphalerite and galena. This mineralization occurs in altered limestones and is of the typical contact-metasomatic type. The limestone units are altered to garnet, wollastonite, tremolite and other calc-silicate minerals. Minor veinlets of gypsum were observed.

The depth of the ore varies from hole to hole, except between A-965 and A-973 where it averages 926 feet below the surface between the two holes. In drill hole A-974, located in the extreme south-west corner of the claim group, the ore grade material comes in at 374 feet and maintains an average grade of 1.012 % Cu to 511 feet. Ore grade material over 1 % Cu occurs at various depths in the remaining two holes, and correlations of the ore grade intercepts with any degree of confidence is difficult.

Mineralization Immediately South of The Smith Property

A hole located 1000 feet south of the south end boundary of the Dynamite group intersected the following ore grade mineralization in a tectite-hornfels host rock:

From	To	Interval	% Cu
702.4	805.5	103.1	0.83
702.4	880.8	178.4	0.74
702.4	722.6	20.2	0.81
742.2	805.5	63.3	1.03
855.8	880.8	25.0	1.44

Mineralization consisted of pyrite, chalcopyrite, molybdenite, bornite and primary chalcocite.

Three holes were drilled on 500 foot centers from the ore hole mentioned above. The hole 500 feet south had 5 feet of 5.18 % oxide copper in tactite-hornfels at a depth of 329 feet. The hole 500 feet west of the ore hole had 41.3 feet of 0.75 % Cu in tactite beginning at a depth of 455 feet, while the hole 500 feet to the east of the ore hole had minor Cu values. Based on the center hole and the hole to the west an estimated 5.5 million tons of 0.80 % Cu is indicated.

Based on drilling information in the area south of the Dynamite claims, it is theorized that the mineralized zone should strike roughly N. 40°-50° W. and dip 40° NE. The mineralized zone would thus project across the Kress ground and into the Dynamite claims.

Conclusions

Tonnage and grade calculations in this report are based on wide spaced-drill hole intercepts. Also high grade intercepts were correlated between the wide-spaced holes with very little regularity. It is extremely dangerous to correlate intercepts which do not lie on a straight line or regular curve. Only further closer-spaced drilling will confirm or disprove the derivations contained in this report.

Richard R. Weaver
Richard R. Weaver

Appendix A

ORE CALCULATIONS - DYNAMITE CLAIM GROUP

Hole A-969 Area of influence 481, 200 Ft.² 10 ft.³ = 1 ton

Footage	Interval	Tonnage and Grade
927.0 - 941.0	14.0	673,680 tons of 0.697 % Cu
931.0 - 941.0	10.0	481,200 tons of 0.860 % Cu
1289.0 - 1295.5	6.5	312,780 tons of 1.453 % Cu
1365.0 - 1385.0	20.0	962,400 tons of 0.740 % Cu

Hole A-973 Area of influence 458, 000 Ft.² 10 ft.³ = 1 ton

Footage	Interval	Tonnage and Grade
925.0 - 968.0	43.0	1,969,400 tons of 1.230 % Cu
925.0 - 1216.0	291.0	13,327,800 tons of 0.411 % Cu
1186.0 - 1203.0	17.0	0,778,600 tons of 0.631 % Cu
1332.0 - 1483.0	150.5	6,892,900 tons of 0.424 % Cu
1339.0 - 1379.0	40.0	1,877,800 tons of 0.482 % Cu
1401.8 - 1444.0	43.0	1,969,400 tons of 0.606 % Cu
1471.0 - 1483.0	12.0	0,549,600 tons of 0.589 % Cu

Hole A-974 Area of influence 768, 000 Ft.² 10 ft.³ = 1 ton

Footage	Interval	Tonnage and Grade
374.0 - 511.0	137.0	10,521,600 tons of 1.012 % Cu
374.0 - 401.0	27.0	2,073,600 tons of 1.070 % Cu
450.0 - 495.0	9.0	0,691,200 tons of 3.370 % Cu
465.0 - 511.0	46.0	3,532,800 tons of 1.398 % Cu

Hole A-976 Area of influence 637, 600 Ft.² 10 ft.³ = 1 ton

Footage	Interval	Tonnage and Grade
1078.0 - 1143.0	65.0	4,144,400 tons of 1.862 % Cu
1306.0 - 1313.0	7.0	0,446,320 tons of 0.780 % Cu
1078.0 - 1313.0	235.0	,983,600 tons of 0.636 % Cu

Hole A-979 Area of influence 840,000 Ft.² 10 ft.³ = 1 ton

Footage	Interval	Tonnage and grade
708.0 - 718.5	10.5	0,882,000 tons of 3.018 % Cu
763.5 - 823.0	59.5	4,998,000 tons of 0.948 % Cu
834.0 - 870.0	36.0	3,024,000 tons of 1.180 % Cu
1399.0 - 1450.0	51.0	4,284,000 tons of 0.695 % Cu
1465.0 - 1497.5	32.5	2,730,000 tons of 1.049 % Cu

Hole A-979 (continued)

Footage	Interval	Tonnage and Grade
690.0 - 718.5	22.5	1,890,000 tons of 1.64 % Cu
763.5 - 870.0	106.5	8,946,000 tons of 0.887 % Cu
1130.0 - 1136.5	6.5	0,546,000 tons of 2.424 % Cu
696.0 - 1136.5	440.5	37,002,000 tons of 0.404 % Cu
1399.0 - 1497.5	98.5	8,274,000 tons of 0.799 % Cu
1315.0 - 1497.5	182.5	15,330,000 tons of 0.568 % Cu

Tonnage And Grade For Intervals of 1 % Or More

Hole A-979

Footage	Interval	Tonnage and Grade
696.0 - 718.5	22.5	1,890,000 tons of 1.640 % Cu
763.5 - 823.0	59.5	4,998,000 tons of 0.948 % Cu
834.0 - 870.0	36.0	3,024,000 tons of 1.180 % Cu
1465.0 - 1497.5	32.5	2,730,000 tons of 1.049 % Cu
1130.0 - 1136.5	6.5	0,546,000 tons of 2.424 % Cu
subtotal		13,188,000 tons of 1.182 % Cu

Hole A-974

374.0 - 511.0	137.0	10,521,600 tons of 1.012 % Cu
---------------	-------	-------------------------------

Hole A-973

925.0 - 968.0	43.0	1,969,400 tons of 1.230 % Cu
---------------	------	------------------------------

Hole A-969

1289.0 - 1295.5	6.5	0,312,760 tons of 1.153 % Cu
-----------------	-----	------------------------------

Hole A-978

1078.0 - 1143.0	65.0	4,144,400 tons of 1.862 % Cu
Total		30,136,180 tons of 1.225 % Cu

Total Tonnage And Grade Average

Hole A-979

Footage	Interval	Tonnage and grade
696.0 - 1136.5	440.5	37,002,000 tons of 0.404 % Cu
1315.0 - 1497.5	182.5	15,330,000 tons of 0.568 % Cu

Hole A-974

374.0 - 511.0	137.0	10,521,600 tons of 1.012 % Cu
---------------	-------	-------------------------------

Hole A-973

925.0 - 1216.0	291.0	13,327,800 tons of 0.411 % Cu
----------------	-------	-------------------------------

Hole A-973 (continued)

Footage	Interval	Tonnage and grade
1332.0 - 1483.0	150.5	6,892,900 tons of 0.424 % Cu

Hole A-969

931.0 - 941.0	10.0	0,481,200 tons of 0.860 % Cu
1365.0 - 1385.0	20.0	0,962,400 tons of 0.740 % Cu
1289.0 - 1295.5	6.5	0,312,780 tons of 1.453 % Cu

Hole A-978

1078.0 - 1313.0	235.0	14,983,600 tons of 0.636 % Cu
-----------------	-------	-------------------------------

Total		99,814,280 tons of 0.539 % Cu
-------	--	-------------------------------

Geo Edwards called re program.
would not discuss terms. ~~pointed out~~ pointed out
that we were entirely in the dark -- he only
replied that his deal was normal mining
agreement - nothing excessive -- but implied
a commitment to do orementwork by
drilling -- and prob. to do a minimum depth
hole (or even reach beach - ?)

J. E. K.

FEB 26 1973

Relocation Sequence of Edwards claims to Emmons
Loded → Yulekto → PHX
1-32

(Hougs to "prior" location on the alleged
invalidity of Emmons (32 claims filed 2 mo. later)

Yulekto

New Archery

C & H

La Cuman

War of Poverty

~~Cover~~

Option to Anaconda

I advised we found no
index record but
he affirmed that
a paper exists.

Above from Telephone conversation of Edwards
10/31/72

Transmitted above info to Durt on phone
Nov 1 72

Disputed Edwards' prior location contention
with Durt - But in fact neither have discovery
and are possession only until discovery.

INTER-OFFICE MEMORANDUM

TO John E. Kinnison
AT Tucson, Arizona

DATE October 25, 1972

FROM Joseph J. Durek
AT Oakland, 2026 KB

J.E.K. J.E.K.

COPIES TO

OCT 30 1972 OCT 20 1972

SUBJECT COPPER-ARIZONA
Status of the
Edwards Property

Attached is a summary of the information obtained at the Pima County Recorders Office about claim locations and transactions involving the Edwards property.

Because this is incomplete and includes assumptions or speculations, it is solely for guidance in evaluating the merit of the property and in further encounters with the owner.

It is regrettable that Mr. Edwards has refused to be more explicit about his property and the expected terms of any option.

Also attached is a copy of the complaint served by Edwards and Anaconda's answer in the damage suit involving this property.

JJD:la

Attach.

RECEIVED
OCT 30 1972
TUCSON
KAISER EXPLORATION & MINING CO.

INVESTIGATION OF EDWARDS COPPER PROPERTY

PIMA MINING DISTRICT, ARIZONA

October 18, 1972

Appendix. Status of Edwards Property

A preliminary review of the title history of lode claims held by George Edwards in sec. 24, T.17S., R.13E, and secs. 19, 20, 21, 22, T.17S., R.12E., G & SRB & M of the Pima mining district was compiled by examination of documents in the office of the Pima County Recorder in Tucson. These data are incomplete and in some instances appear inconsistent with statements of the owner. Furthermore, claim conflicts other than those investigated probably exist, but the present intent is only to determine if reasons exists to deter further discussions with the owner.

(A symbol or abbreviation for "number" in claim names is not used consistently by the owners or by clerks of the Records Office, and they are therefore deleted.)

Initial Locations by Edwards

Several groups totaling at least 121 claims were located by C. George Edwards and Audrey R. Gillis from 1955 to 1964. Examples, but not a complete listing, are:

<u>Claim</u>	<u>Location</u>	<u>Recording</u>	<u>Docket</u>	<u>Page</u>
Little Audrey 1-12	1-7-55	1-9-55	932	118-127
Loded 1-32	11-19 to 26-55	11-21 to 29-55	914	228 to 586
Lacunar 1-14	8-22-64	8-24-64	2314	249-262
Copper Core 1-36	11-12-55	11-15-55	911	566
Copper Core 52-65, 65½, 66	11-6-72	1-30-63	2049	400-413
C & H 1-10	7-26-64	7-27-64	2298	108-117
C & H 11-16	8-2-64	8-3-64	2301	444-449
War on Poverty 10-27	10-25-64	11-2-64	2362	392-409

Several locations were amended, generally within a few months, and there were at least 30 additional claims located during 1964 to 1967.

Claim Transactions

Interest in the entire property, less a 2½% production royalty, was conveyed on June 23, 1969 by quitclaim (Docket 3820, p.248) to

Geometals Corp., a wholly owned Arizona subsidiary of Devilliers Nuclear Corp. Signatories included Jesus Q. Ortiz and Mercedes Ortiz, but it was not determined if they participated because of an acquired minor interest or as owners of separate claims. By quitclaim deed (Docket 3607, p. 369) the property was conveyed, less a 2% royalty, by Geometals Corp. to Devilliers Nuclear Corp. on July 16, 1969.

George Edwards relocated the western group on December 21, 1969 as Phoenix 20 to 44 and 52 to 73, with Audrey Gillis as witness (recorded 3-20-70, Doc. 3706, pp. 521-558). The Phoenix 7-10 were relocated and recorded July 16, 1970 (Doc. 3816, pp. 48-51). A Disclaimer of Interest was recorded for all of these Phoenix claims on August 27, 1970 (Doc. 3820, p. 248) by Devilliers Nuclear Corp. and Geometals Corporation.

Edwards stated that Devilliers' interest has terminated for all of the claims. However, no return of the claims by quitclaim has been recorded, and Devilliers has said that he has purchased the claims for stock and a mortgage paid off about the first of October, 1972. His repeated offer to mail a property map has not been fulfilled.

In an apparent effort to erase Devilliers interest through a quitclaim on the initial claims, Edwards relocation all of the remaining claims on September 1, 1971.

<u>Claim</u>	<u>Location</u>	<u>Recording</u>	<u>Docket</u>	<u>Page</u>
Phoenix 1-28, 45-49	9-1-71	9-7-71	4075	192-217, 219
West Phoenix 1-14, 28-40	9-1-71	9-7-71	4075	221-247
Far West Phoenix 1-26	9-1-71	9-7-71	4075	248-272

Subsequent amendments were made for some claims in November and December, 1971.

Edwards deeded 13 of the Phoenix claims to the Anaconda Co. in 1970 and 1971. These extended along the boundary between sec. 20-29 and 21-28 and into sec. 22, and may have entailed chiefly a consolidation of their reported extensive surface rights in this area.

<u>Claim</u>	<u>Date of Execution</u>	<u>Docket</u>	<u>Page</u>
Phoenix 52-55, 57, 59, 61, 63, 65	7-16-70	3808	73
Phoenix 7-10	6-14-71	4172	325

Adverse Locations

Claims located by Frances G. Emmons and Robert L. Gilbreath conflict with most of the Phoenix group. These appear to have been located subsequent to some of Edwards' original claims, but they clearly preceded the location of the Phoenix group in 1969 and 1971.

<u>Claim</u>	<u>Location</u>	<u>Recording</u>	<u>Docket</u>	<u>Page</u>
Emmons 1-32	1-7-56	1-16-56	935	153-162
	1-17-56	1-19-56	936	503-519
Emmons 41-44	2-17-56	2-20-56	949	413-416
Arlie 1-5	2-2-56	2-3-56	943	228-232
Emmons 47-51	3-12-56	3-22-56	962	493-497
Emmons A-1, B-2,	7-1-57	7-1-57	1147	298-305
....to H-8	10-23-57	11-1-57	1193	96-102

At least three additional claims were located during 1961 and 1964, and two placer claims were located in 1965 and 1967.

At least 26 claims of the Emmons group are allegedly optioned to the Anaconda Co., who located placer claims over some of them.

<u>Claim</u>	<u>Location</u>	<u>Recording</u>	<u>Docket</u>	<u>Page</u>
Sam 1-8 (placer)	12-22-69	2-11-70	3681	121-128

The northern edge of the Phoenix group appears to conflict with Banner, but no review was made and it is possible that the Banner claims were transferred to Anaconda.

To the south, chiefly in secs. 29-30, are the Petrus, Sun, and the Tan (former Yuletide) claim groups. Both Asarco and Bear Creek had optioned and drilled claims located in 1955 by M. Chieson, but the history of their ownership was not determined. On February 13, 1965, George Edwards conveyed to Anaconda 53 claims including Petro No. 1-16, East Petro No. 1-21, and Venus No. 1-15, and it is probable these were in this southern area. Edwards stated these were returned in 1966, and a current damage suit charges failure to transmit data to Edwards.

Assessment Work

There has been no requirement for assessment work on the Phoenix claims relocated September 1, 1971, and it is stated that unrecorded drilling by Devilliers satisfies the earlier requirement for older claims. Edwards recorded an affidavit of labor in 1971 for 18 Phoenix claims, citing a magnetometer survey and access road.

<u>Claim</u>	<u>Recorded by</u>	<u>Docket</u>	<u>Page</u>
Phoenix 56, 58, 29-44	C. G. Edwards 11-29-71	4133	219 & 222

Devillier stated that he is now preparing to record affidavits for the past year for the claims he "owns outright 2,585 acres in two groups" but Edwards "jumped" 20 claims in the eastern group. Edwards has cited Anaconda guards as denying that any recent work was done by Devilliers. (Because of ownership of surface rights, Anaconda patrols the area and has locked gates to restrict access.) Edwards has done bulldozer work during 1972, although no affidavit has been recorded yet.

Ananconda has recorded annual work on the Phoenix claims purchased from Edwards and on their adjacent claims. In addition, they have recorded annual work for 26 claims of the Emmons group from 1965 to 1972. (1965-1966 were noted only in the Recorder's index; 1968 was not found. The claims include Emmons 11-25, 26, 27, 41-42, D-4, F-6, H-8, K-11, N-14, 40 & 50 Relocation and are designated Twin Butte Parcel V.) Access roads and drilling have been generally cited, and recording has been by Robert D. Lynn, Walter H. Keithly, Ass't. Land Manager or Gary L. Bennett, Land Manager.

<u>Assessment Year</u>	<u>Docket</u>	<u>Page</u>
1965	2557	147
1966	2781	142
1967	2969	118
1969	3501	77
1970	3726	111
1971	3934	498
1972	4228	178

Resume

It is surmised that Edwards sold or optioned his claims to Devilliers, but now alleges default or abandonment. He relocated the claims in an attempt to block further actions by Devilliers. A quiet title suit would appear unavoidable, because a quitclaim title was given to Devilliers. It is unlikely that the relocation resolves this problem, for it is apparently an effort to exploit an alleged abandonment rather than an action to regain a conveyed title.

The relocation by Edwards served to lose him any standing through prior location or continuous retention and it appears that the Emmons claims and all other conflicting claims are now superior. Anaconda undoubtedly thought this of the Emmons claims when they optioned them prior to Edwards relocation.

No grounds for Edwards' assertion of ownership was found for most of the eastern group, where Anaconda has recorded annual labor since prior to his relocation. No major incursions of adverse claims was noted on the irregular western group, where Devilliers also asserts ownership.

Telephone to De Villiers
Edwards

De Villiers Nuclear —

Bought for stock - still maintains
that he owns the property
you purchased from Edwards —

Off hobs being prepared —

Core - 5 forest of Dod towers —

2587 Acres - 2 claim groups -

Edwards stapled over on the
lost group.

west.

J. E. K.

OCT 13 1972

Also mentioned area near China in N. Mex
He and Reese + others - see next page

DeVilliers Nive + Oliver Reese + 2 Comp.

Ft Bayard M.I. Res.

5 labeled claims — after M.I. Res. job completed.

90 days on special Extension —

Just N of Bayard Just NW of Santa Rita P. +
E of U.S. Smelting.

Just S.W. of Kerr McKee —

Griswold —

J. E. K.

OCT 13 1972

J. J. Durek
Oakland, California

June 20, 1972

John E. Kinnison
Tucson, Arizona

File
Blue

Edwards' Copper Prospect,
Pima County, Arizona

Mr. Paul Rees, a trial attorney handling litigations with respect to the Edwards' property north of Twin Buttes, contacted me June 20. The firm of Verity and Smith is handling the property with regard to mining negotiations and the legal aspects of option and purchase agreements. Rees has filed a complaint against Anaconda for attempting to cloud title, and he also hopes to force compliance settlement through an agreement between Anaconda and Edwards in 1965, to release certain drilling and other data to Edwards. Rees hopes that this matter will be cleared up within ninety days.

I was advised that I can contact Edwards directly through the firm of Verity and Smith, and Rees will alert them of the conversation between him and myself of today.

I reiterated to Rees that we would be interested in considering the property, but that I hope to be able to review data that might be available and to discuss the property with Edwards before commenting further.

I will attempt to make an appointment to talk with Leo Smith and George Edwards in the near future. Jay Fuller, whom as you know I had contacted earlier, will not be involved in this direct negotiation. I believe Fuller was trying to deal himself into this matter and is now sidetracked.

JEK/bl

P13E T175



PHOENIX GROUP

18

6	4	2
5	3	1

7

14	12	10	8
13	11	9	

WEST PHOENIX GROUP

17

30	32	34	36	38	40	42	44
29	31	33	35	37	39	41	43

27

28

24

25

21

22

18

19

15

16

50

51

48

49

8

10

7

9

52

55

53

54

29

30

TAN CLAIM GROUP

SWC
JULY 1961
NOW DRILLING

21

22

28

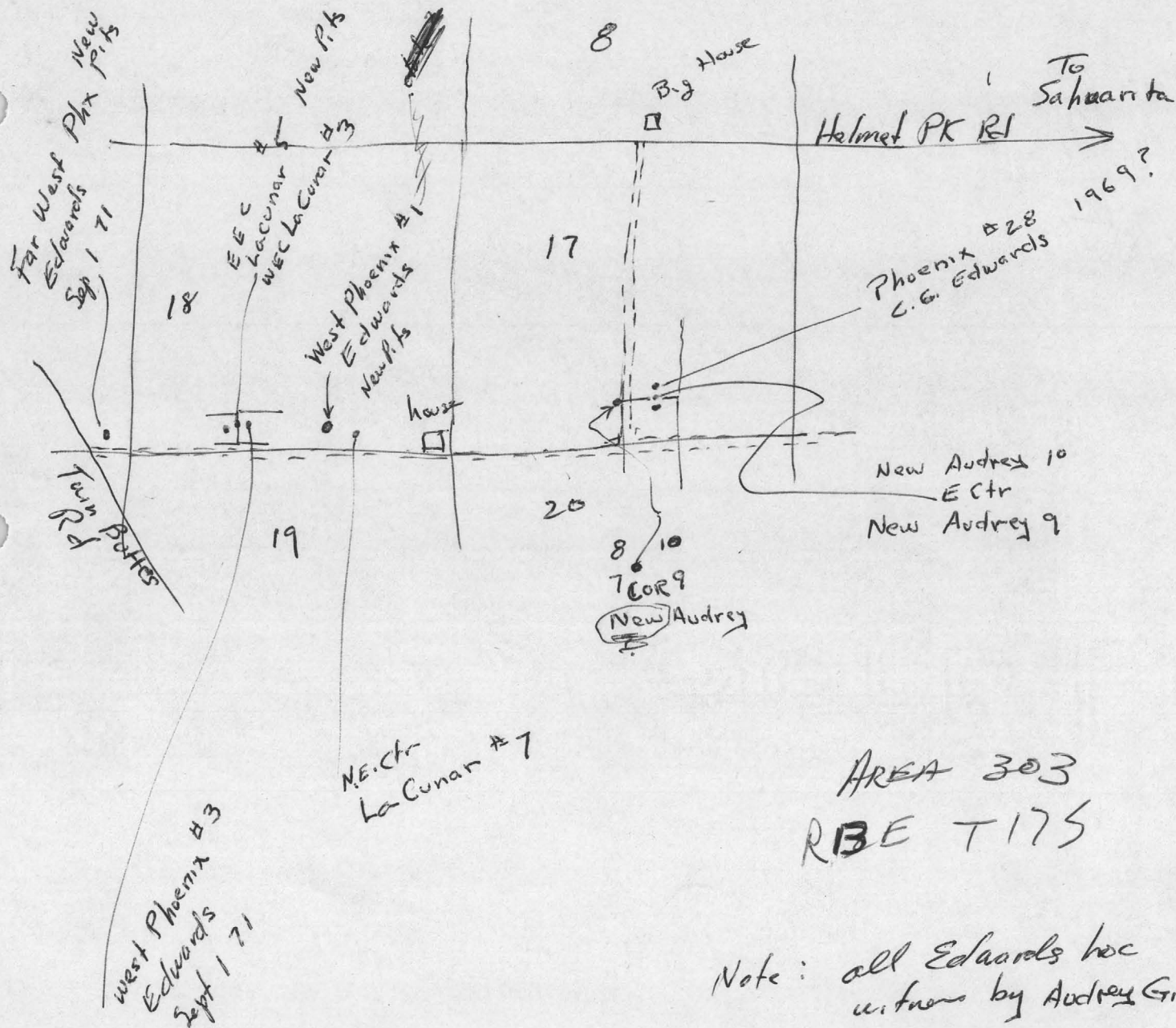
27

56	58	60	62	64	66	68	70
57	59	61	63	65	67	69	71

72

73

1" = 2000'



AREA 303
RBE T175

Note: all Edwards loc
written by Audrey Gillis

Claims check		
Pfx group Number	New Audrey. Audrey Lacunar	Dates location Owner Number claims
last ASP labor		

Name check

Edwards, Gillis

Also - Dynamic Group see 19
locator, and off. of labor
(Hanna?)

Mining Geologist
Registered: Arizona
California

JOHN E. KINNISON
Rt. 1, Box 621-B
Tucson Arizona
85704

Home
(602)297-1952
Office
(602)327-1888

3 June 1974

Mr. J. David Lowell
5211 North Oracle Road
Tucson, Arizona 85704

Subject: Edwards property CAP
General Review
Pima County, Arizona

Dear Sir:

As you are aware, during the past 17 - odd years I have done a large amount of work in the Pima/Twin Buttes Mining District, and have accumulated a considerable store of data. At your request I have reviewed my files, and offer the following report on the subject property. Since an appraisal of the Edwards ground is greatly dependent on the interpretation of drill hole results by two companies and several individuals -- of which only partial data are available to me -- conclusions must be regarded with a certain degree of caution. Information which I do have, however, indicates a specific target area for exploration.

SUMMARY AND RECOMMENDATIONS

The most significant information now available was brought to my attention about 2 years ago, and consists of: 1) assay averages from drilling on the Dynamite group owned by Vernon Smith, recorded in the Pima County Recorder's office as part of an affidavit of labor, and 2) Anaconda drill sites north of the dynamite group. The Edwards property lies north, northwest, and east of these Anaconda drill sites.

The following generalizations are based on these most recent data, and on other nearby drill results. Ore-grade copper mineralization in tactite has been encountered by drilling on the Dynamite claims. These data, together with weak mineralization in some old Bear Creek holes south of the Dynamite group, and a suggested northerly continuation through a closely drilled Anaconda area in the south half of section 19, indicate that mineralization is widespread. The area is almost certainly a separate copper center within the Twin Buttes district, and this new center has been only partly explored. Mineralization so far as known occurs in tactite, and lies wholly in the footwall of the San Xavier fault. The mineralized rocks are covered by a thick sequence of tilted, Middle Tertiary fanglomerate which forms the hanging wall of the fault.

Unfortunately, the Edwards claims are both crossed and surrounded by Anaconda (Anamax) claims. Recognition must be given to the probability that any ore on Edwards' land will extend beneath Anaconda land.

The legal complications appear to be serious, and will require advice of counsel. From a purely technical standpoint, I feel that the Edwards property has considerable merit, and I would recommend the necessary drilling if the claim status and legal questions can be resolved.

Drilling will be expensive, both because of depth involved, and also because diamond drilling as contrasted to rotary will be desirable in bedrock. There are several options available concerning site locations and number of holes, which I will be happy to discuss with you.

GEOLOGIC DESCRIPTION

Attachment A is a generalized geologic map of the Edwards area, and also shows partial claim outlines and drill holes. You will note that the Edwards claims lie north of the Paleozoic limestone section which forms Twin Buttes. A thin layer of alluvium covers the entire prospect area.

Although the existence of the San Xavier fault has been questioned by some geologists, the objections seem to me largely without substance. For the purpose of this report, I will assume that we can agree to the proposal that the fault is real, and that it is post-mineral. Since interest will here be directed to the footwall of the fault, the direction of movement is immaterial. There is some uncertainty concerning normal faults which offset the San Xavier fault, but these are not crucial to the present analysis. The fault generally dips northward as shown by Attachment B. The hanging wall in the Edwards area is composed of the Tertiary Helmet fanglomerate.

It now appears reasonably certain that a new and separate center of mineralization is present beneath the low-dipping San Xavier fault, in the area between the Twin Buttes and Pima-Mission ore bodies. This new mineral zone should have major dimensions, similar to Twin Buttes or Mission-Pima.

Assay data which are available for drill holes on the Dynamite group (Vernon Smith) indicate that erratic sections vary from about 0.5 to more than 2% copper. Some of the old Bear Creek holes to the southeast of Smith's ground intersect very minor zones of ore-grade copper in tactite. Although geology is not available for the drill holes on the Dynamite claims, data obtained indirectly from Kenyon Richard indicate that mineralization lies entirely beneath the San Xavier fault, and that it occurs in tactite. Some of the holes may have intersected porphyry or granite in their lower portions. The drill holes shown on the Anaconda ground (Att. A) were located by a graduate student employed by Kenyon Richard. The student was evidently chased off by Anaconda guards on several occasions prior to finishing the work, and the belief is that there are actually more holes than shown. Based on those which are plotted, however, it is reasonable to guess that Anaconda would not have drilled that many holes, spaced relatively close together, without intersecting significant copper mineralization. It may be reasonably presumed that this drilling is insufficient to delimit this area of mineralization, and that it probably extends north or east onto the Edwards ground.

If the tactite mineralization beneath the San Xavier fault is similar to the Mission Pima zone -- and it should be -- the chalcopyrite will have a spotty distribution. Mineralization on Edwards' ground will certainly be too deep for open pit mining, and thus we are looking at a block cave target. By shovel sorting at Mission and selectively removing waste areas, the grade in the early years was held between .7 and 1.0% copper. The best part of that deposit was represented by the eastern end of the Mission ore body, which if mined unselectively by block caving would not average over .6% copper. By projection and inference, this new copper center probably includes an intrusive porphyry, as well as Laramide or pre-Cambrian granite. Mesozoic arkose and other clastic sediments may also be present. The intrusive rocks could occur anywhere laterally to the north or northeast, or at depth. Jurassic-Cretaceous clastics may occur in sequence above the Paleozoic, to the north. Mineralization would be expected to be more uniform in these more homogeneous host rocks. The most promising target, then, is a primary chalcopyrite ore deposit, largely in intrusive rocks or Mesozoic clastics. Mineralization in tactite, because of its probable erratic nature, would be a secondary objective.

In order to test the Edwards ground, it will be necessary to drill at least two and probably three preliminary holes. The thickness of Helmet fanglomerate above the San Xavier fault is deep, and at least 2,000 feet drilling may be needed to reach bedrock in the West Phoenix group. The depth in the Phoenix group to the east may be deeper still.

The most discouraging aspect of the new copper center is the grade requirement of block-cave ore. Although large tonnages of argillite with primary chalcopyrite grade .5% Cu at Mission-Pima, very little exceeds .6%. The porphyry at Mission grades .15% Cu, and at Twin Buttes about .2 - .25% Cu. However, alteration is typical of the potassic zone, and it is permissible to hope that this new copper center might be somewhat richer than at Mission -- perhaps reaching Ajo or San Manuel grades of plus .7% Cu.

LEGAL PROBLEMS

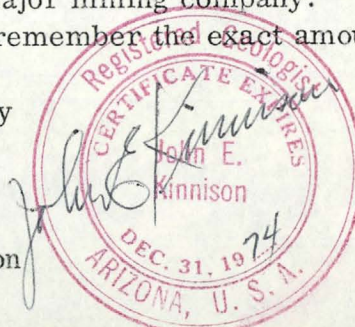
The Edwards property is mired in legal difficulties, some of which are known and may be anticipated. There may also be problems of which I am unaware.

The federal mining claims (Attachment C) which he holds are reviewed in the appendix. His ownership of the eastern group (Phoenix claims) is clearly in jeopardy, in conflict with the Emmons group. The assertion of ownership by Rodney Devilliers is an unappraised threat. At one time, Metlers Bros. Drilling Co. had placed a lien on the property for non-payment of a drilling bill by Devilliers. I am told by both Edwards and Devilliers that this has been settled, but I have no reference to recorded documents in the matter.

As late as the spring of 1973 litigation was still pending in a damage suit between Edwards (plaintiff) and Anaconda (defendant) alleging unfair business practices by Anaconda, causing the loss of a property sale by Edwards to a major mining company. The suit asked for 6 or 8 million dollars in damages -- I do not remember the exact amount.

Yours very truly

John E. Kinnison



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31 May 1974

APPENDIX: Status of Edwards Property

Preliminary notes on the title history of the Edwards property were made, largely in 1972 and supplemented by a brief check of recent activity, by examination of documents in the Pima County Recorder's office. These data are incomplete, and claim conflicts other than those investigated may exist. The following review is compiled from these notes, and is intended only as a guide for preliminary appraisal of probable property entanglements.

Initial Locations by Edwards

Several groups totaling at least 121 claims were located by C. George Edwards and Audrey R. Gillis from 1955 to 1964. Examples, but not a complete listing, are:

<u>Claim</u>	<u>Location</u>	<u>Recording</u>	<u>Docket</u>	<u>Page</u>
Little Audrey 1-12	1-7-55	1-9-55	932	118-127
Lodad 1-32	11-19 to 26-55	11-21 to 29-55	914	228 to 586
Lacunar 1-14	8-22-64	8-24-64	2314	249-262
Copper Core 1-36	11-12-55	11-15-55	911	566
Copper Core 52-65, 65 1/2, 66	11-6-72	1-30-63	2049	400-413
C & H 1-10	7-26-64	7-27-64	2298	108-117
C & H 11-16	8-2-64	8-3-64	2301	444-449
War on Poverty 10-27	10-25-64	11-2-64	2362	392-409

Several locations were amended, generally within a few months, and there were at least 30 additional claims located during 1964 to 1967.

Claims Transactions

Interest in the entire property, less a 2 1/2% production royalty, was conveyed on June 23, 1969 by quitclaim (Docket 3820, p. 248) to Geometals Corp., a wholly owned Arizona subsidiary of Devilliers Nuclear Corp. Signatories included Jesus Q. Ortiz and Mercedes Ortiz, but it was not determined if they participated because of an acquired minor interest or as owners of separate claims. By quitclaim deed (Docket 3607, p. 369) the property was conveyed, less a 2 % royalty, by Geometals Corp. to Devilliers Nuclear Corp. on July 16, 1969.

George Edwards relocated part of the easterly group on December 21, 1969 as Phoenix 20 to 44 and 52 to 73, with Audrey Gillis as witness (recorded 3-20-70, Doc. 3706, pp. 521-558). The Phoenix 7-10 were relocated and recorded July 16, 1970 (Doc. 3816, pp. 48-51). A Disclaimer of Interest was recorded for all of these Phoenix claims on August 27, 1970 (Doc. 3820, p. 248) by Devilliers Nuclear Corp. and Geometals Corporation.

Edwards stated that Devilliers' interest has terminated for all of the claims. However, no return of the claims by quitclaim has been recorded, and Devilliers has verbally said that he has purchased the claims for stock and a mortgage paid off about the first of October, 1972.

In an apparent effort to erase the Devilliers interest, acquired through a quitclaim on the initial claims, Edwards relocated all of the remaining claims on September 1, 1971. Gillis does not appear as a co-locator in these relocations.

<u>Claim</u>	<u>Location</u>	<u>Recording</u>	<u>Docket</u>	<u>Page</u>
Phoenix 1-28 45-49	9-1-71	9-7-71	4075	192-217, 219
West Phoenix 1-14, 28-40	9-1-71	9-7-71	4075	221-247
Far West Phoenix 1-26	9-1-71	9-7-71	4075	248-272

Subsequent amendments were made for some claims in November and December, 1971.

Edwards deeded 13 of the Phoenix claims to the Anaconda Co. in 1970 and 1971. These extended along the boundary between sec. 20-29 and 21-28 and into sec. 22, and may have entailed chiefly a consolidation of their reported extensive surface rights in this area.

<u>Claim</u>	<u>Date of Execution</u>	<u>Docket</u>	<u>Page</u>
Phoenix 52-55, 57, 59, 61, 63, 65	7-10-70	3808	73
Phoenix 7-10	6-14-71	4172	325

Adverse Locations

Claims located by Frances G. Emmons and Robert L. Gilbreath in Section 20 conflict with most of the Phoenix group. These appear to have been located subsequent to some of Edwards' original claims, but they clearly preceded the location of the Phoenix group in 1969 and 1971.

<u>Claim</u>	<u>Location</u>	<u>Recording</u>	<u>Docket</u>	<u>Page</u>
Emmons 1-32	1-7-56	1-16-56	935	153-162
	1-17-56	1-19-56	936	503-519
Emmons 41-44	2-17-56	2-20-56	949	413-416
Arlie 1-5	2-2-56	2-3-56	943	228-232
Emmons 47-51	3-12-56	3-22-56	962	493-497
Emmons A-1, B-2,	7-1-57	7-1-57	1147	298-305
....to H-8	10-23-57	11-1-57	1193	96-102

At least three additional claims were located during 1961 and 1964, and two placer claims were located in 1965 and 1967.

At least 26 claims of the Emmons group are allegedly optioned to the Anaconda Co., who located placer claims over some of them.

<u>Claim</u>	<u>Location</u>	<u>Recording</u>	<u>Docket</u>	<u>Page</u>
Sam 1-8 (placer)	12-22-69	2-11-70	3681	121-128

The northern edge of the Phoenix group appears to conflict with Banner (Anamax holdings).

To the south, chiefly in secs. 29-30, are the Petro, Sun, and the Tan (former Yuletide) claim groups. Bear Creek had optioned and drilled claims located in 1955 by M. Chilson, but the history of their ownership was not determined. On February 13, 1965, George Edwards conveyed to Anaconda 53 claims including Petro No. 1-16, East Petro No. 1-21, and Venus No. 1-15, and it is probable these were all in this southern area. Edwards stated these were returned in 1966, and a current damage suit charges failure to transmit data to Edwards.

Assessment Work

The Phoenix, West Phoenix, and Far West Phoenix groups, relocated in 1971, are the most recent claims by Edwards. Affidavits of labor for assessment work, citing churn drilling and rotary drilling, were recorded for these groups:

<u>Claims</u>	<u>Assessment Year</u>	<u>Docket</u>	<u>Page</u>
Phoenix 1-6, 11-22, 24, 25, 27, 28, 29-44, 45-49, 50 and 51 amended	1973	4652	848
Phoenix 56-58, 60, 62, 64	1973	4652	849

Assessment requirements for 1972 on prior (not relocated) claims appear to be satisfied by an affidavit of labor citing churn drilling and rotary drilling.

<u>Claims</u>	<u>Assessment Year</u>	<u>Docket</u>	<u>Page</u>
Phoenix 29-44, 56, 58, 60, 62, 64	1972	4390	725-726

It was stated by Edwards that unrecorded drilling by Devilliers satisfies the earlier requirement for these older claims. Edwards recorded an affidavit of labor in 1971 for 18 Phoenix claims, citing a magnetometer survey and access road.

<u>Claim</u>	<u>Recorded By</u>	<u>Docket</u>	<u>Page</u>
Phoenix 56, 58, 29-44	C. G. Edwards 11-29-71	4133	219 & 222

Devolliers stated (Sept. 1972) that he was preparing to record affidavits for the past year for the claims he "owns outright 2,585 acres in two groups" but Edwards "jumped" 20 claims in the eastern group. Edwards has cited Anaconda guards as denying that any work was done by Devilliers. (Because of ownership of surface rights, Anaconda patrols, or at least formerly patrolled, the area and has locked gates to restrict access.)

Anaconda has recorded annual work on the Phoenix claims purchased from Edwards and on their adjacent claims. In addition, they have recorded annual work for 26 claims of the Emmons group from 1965 to 1972. (1965-1966 were noted only in the Recorder's index; 1968 was not found. The claims include Emmons 11-25, 26, 27, 41-42, D-4, F-6, H-8, K-11, N-14, 40 & 50 Relocation and are designated Twin Butte Parcel V.) Access roads and drilling have been generally cited, and recording has been by Robert D. Lynn, Walter H. Keithly, Ass't. Land Manager or Gary L. Bennett, Land Manager.

<u>Assessment Year</u>	<u>Docket</u>	<u>Page</u>
1965	2557	147
1966	2781	142
1967	2969	118
1969	3501	77
1970	3726	111
1971	3934	498
1972	4228	178
1973	4595	65

Resume

It is surmised that Edwards sold or optioned his claims to Devilliers, but now alleges default or abandonment. He relocated the claims in an attempt to block further actions by Devilliers. A quiet title suit would appear unavoidable, because quitclaim title was given to Devilliers. It is unlikely that the relocation resolves this problem, for it is apparently an effort to exploit an alleged abandonment rather than an action to regain a conveyed title.

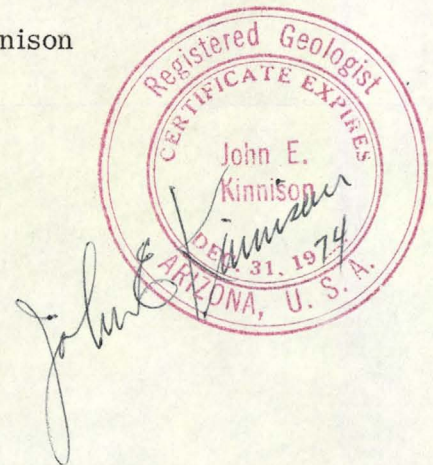
The relocations by Edwards served to lose him any standing through prior location or continuous retention and it appears that the Emmons claims and all other conflicting claims are now superior. Anaconda undoubtedly thought this of the Emmons claims when they optioned them prior to Edwards relocation.

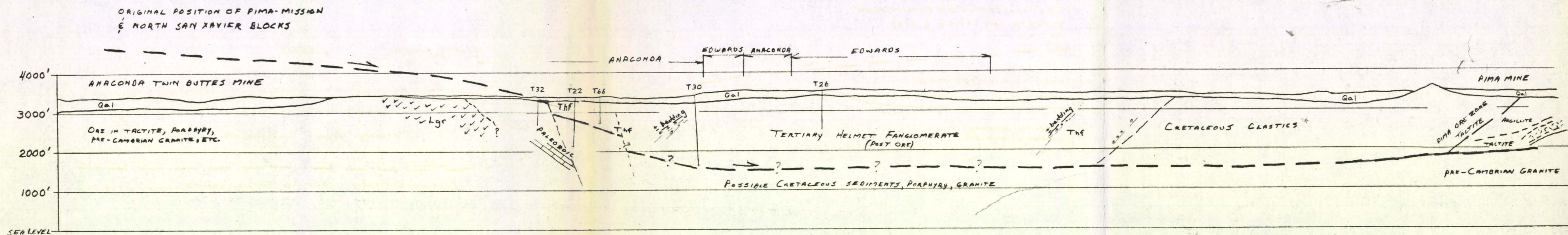
No absolute grounds for Edwards' assertion of ownership was found for most of the eastern group, where Emmons and Anaconda have recorded annual labor since prior to his 1971 relocation. No major incursions of adverse claims was noted on the irregular western group, where Devilliers also asserts ownership.

Edwards rests his entire case for the Phoenix group on the Emmons' locations being made in January and February of 1956, which was within the 90 day perfection time presumably in force for Edwards' 1955 locations. Edwards has repeatedly relocated this area on the grounds that the Emmons locations were technically invalid, whereas Mrs. Emmons has maintained her claims and occupied the land continuously since that time. How a jury might act on this problem is a question on which to seek legal opinion.

John E. Kinnison

JEK/lr





SCALE: 1" = 2000'

LOOKING WEST



PREPARED FOR

J. D. LOWELL

EDWARDS PROPERTY CAP

Pima County ARIZ

by: John E. Kinnison

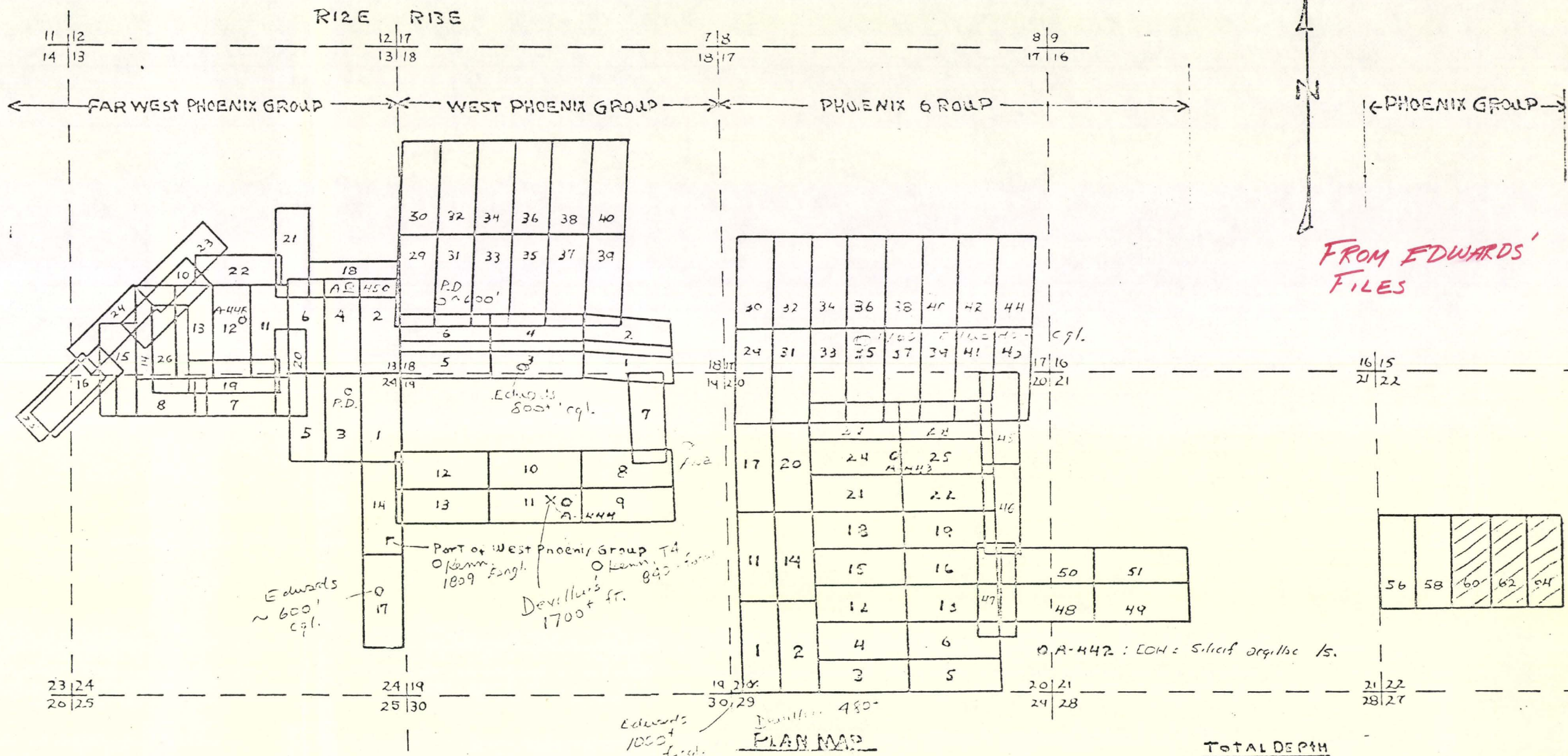
May 1974



Scale : 1" = 1000'

By: John E. Kinnison
June 1974

Attachment C



FROM EDWARDS' FILES

EDWARDS CLAIM GROUP

TITS, RIZE & RISE.
G & S.R.B. & M.

Scale 1" = 2000' Sept 2, 1901

A-442	479'
A-443	1,500'
A-444	1,526'
A-446	331'
A-450	817'

TOTAL DEPTH

T-32

0-140 Qal

-750 Pal

T-22

0-100 Qal

-400 fangl

-1380 Pal

T-66

0-150 Qal

-700 Pal

T-30

0-200 Qal

-1880 Fangl

T-26

0-120 Qal

-1080 fangl

T-61

0-100 Qal

-300 fangl

T-17

0-100 Qal

-800 fangl

-930 Pal?

-950 PEg

T-46

0-80 Qal

-350 fangl

-880 Pal

-950 PEg

T-34

0-50 Qal

-620 ~~fangl~~ Pal

-750 PEg

T-32

0-50 Qal

-600 Pal

-680 PEg

Geol Logo measured
From K. Richard X- Secs
1" = 2000 ft

T-69

0-50 Qal
-400 Porph
-1180 Pal

T-47

0-80 Qal
-210 faugh
-1000 porph
-1200 Pal

T-68

0-150 Qal
-1100 faugh

T-48

0-150 Qal
-1050 faugh

T-45

0-80 Qal
-280 faugh
-580 Pal

T-6

0-90 Qal
-280 faugh
-820 Pal

T-71

0-100 Qal
-280 Pal

T-16

0-50 Qal
-580 Pal

T-7

0-150 Qal
-600 faugh
-1000 Pal

A 974

0-50 Qal
-600 Pal

A 978

0-110 Qal
-650 faugh
-1300 Pal

A 973

0-100 Qal
-750 faugh
-1500 Pal

T-4

0-100 Qal
-820 faugh

T-67

0-100 Qal
-210 faugh
-600 Porph
-1200 Pal

A 979

0-80 Qal
-650 faugh
-1000 Pal

JEK Notes -
From Vic Crowe Orig. Notes

Page 1

Anaconda Drill holes
South of Edwards,
Sec 24, 25, 19

In approx order of locations
from West to east

1207 1259 TD all fangl.
1060-65 0.377 Cu

1208 1572 TD
-1262 fangl.
1262-1512 Ls., w/ serp all and a sect of
coarse Ktilline.
-1572 St. alt. granodiorite. Some Bx
Bio → chl. pink K-spar. Tr Sulf.

1209 - 1363 TD
-930 fangl
930-936 Bx? - may be fangl
936-1296 Ls - some serp, some cse Ktilline
1296-1363 Granod. flds st. clay. Bio → chl.

1210 1760 TD
-805 fangl.
805-848 andesite
848-1617 fangl.
1617-1696 Ark and gft.
1696-1708 Fault zone
1708-1760 Granodiorite; Bx, or texture destroyed. Flds, st clay

1204 915 TD

- 691 fangl

251-61 .20 % Cu

691 - 843 ls sharp bottom cont.

721-829 .13 % Cu } Min.
829-843 1.13 % Cu } ls

843 - 915 fangl.

1219 915 TD

- 345 fangl

345 - 523 "ls cong"

523 - 708 ls - fragmental, Bx.

708 - ⁹¹⁵~~846~~Tactile. Garnet, ls and calc. sil. c. arg.
hoc mod - st py and opy. Minor sph, gal, Moly.

Ave: 713-862, 149' 0.16 % Cu

862-915, 53' 0.97 % Cu

708-13 5' 5.36 % Cu

724-34 10' .4 % Cu

774-79 5' .73 % Cu

1032 1275 TD

-779 fangl.

779-802 ls-alt.

802-823 Qmp? -act.

823-1247 ls and arg. -act.

1247-1258 Qmp?

1258-1260 Arg.

1260-1275 Coopers granodiorite

823-868, 45'
 .28-2.87 % Cu
 Ave \pm 1% Cu

997 1363 TD

-313 fangl

313-1242 alt reds.

1242-1265 QMP K-spar flooding.

1265-1363 Granodiorite, N.H alt.

386-390 2.13 % Cu

406-420 \pm .58 %

499-520 \pm .46 %

530-540 \pm .5 % Cu

1091 800 TD

-522 Cgl & fangl.
522 - 722 ls and some gtztl.
722 - 800 fangl.

523 ⁵⁷² 572	49'	0.13	% Cu
572 - 602	30	.26	
602 - 640	38'	.48	
640 - 703	63	2.10	
703 - 722	19	.10	

} 602-703
101' 1.49% Cu

483 - 869 TD

- 215 fangl. (prob just Qal to 150+) J.E.K.:

215 - 329 ls (fragmental)

Bx ls Toet & Calc sil arg. Cu ox + Tr Ce	329 - 352	ls and calc sil. arg. st Cu ox to 344 ls in toetized.	
	352 - 378	Silic ls, bx. garnetized. Minor st Hem & Ce. + Cu ox	
	378 - 484	ls (cangl text) Some Cu ox + Ce?	325-378 .8-1 % Cu
Calc Arg Ce + Cpy	484 - 494	Toet. - partly frag. st Cu ox + Tr Ce	
	494 - 524	Silic silty ls. Ce & py.	
Toet and Calc. sil Arg Cpy	524 - 569	Arg Ce + Cpy.	569-603 I .75% Cu
	569 - 601	Toet. Py, cpy	661-681 I .5
	601 - 830	Horf. - Calc silic. - short Toe intercepts	
	830 - 869	limy silts - alt + silic. 776-80 d. ke QMP	841-869 I .5
		841-69 Mod-st Cpy.	

869-946 Fangl. slick cont @ 869

5
977 TD uncertain. has log @ 924

0 - 166 Qa1

- 171 Caliche cgl.

171-230 Fungl.

230-387 Ls - bx and congl. text.

387-603 Tact and silic. arg.

603-696 Mostly siltsh

696-709 QM - st alt - K spar. w/ Kcp. Tr No S₂

709-723 1/2 Qtzt - feldspathic, fine gr. Tr cpy.

@ 723 1/2 $\pm 60^\circ$ cont w/ fungl.

393-403 $\pm .25\%$ Cu

567-642 $\pm .5\%$ Cu

713-723 1/2 $\approx .25\%$ Cu.

971 1504 TD

all Fungl.

984 860 TD

157-182 Silic. ls and pyrocl. fangl?

182-255 ls(?) cgl text. some garnet.

255-463 Taectite and silic arg.

463-495 Qtzt. Broken

495-508 siltst clst, punky

508-702 QMP chl alt.

702-860 Fangl. 702 Cont $\pm 60^\circ$ 255-311 $\pm .3\%$ Cu358-453 $\pm .6\%$ 508-702 $\pm .2\%$ getting lower
toward bottom.

975 1246 TD

-309 Fangl

309-413 Taect. Fragmental, some grt.
Some Cu on cpy.

413-485 Taect

485-581 Sil. ls - poor Cor Rec.

581-~~651~~
688 Siltst. Sil + chl. Py & cpy 651-688

688-764 ? Shattered rock, well alt.

764-~~791~~
812 QMP Mod-st clay ser w/ diss: py & cpy
less Miner. below 791

812-1246 Fangl.

309-378 $\pm .8\%$ Cu378-444 $\pm .18$ 444-485 $\pm .75$ 548-560 $\pm .35$ 568-574 $\pm .75$ 574-614 $\pm .18$ 643-695 $\pm .7$

976 1500 TD

- 138 Qal

138 - 183 frags of E.S. ls.

183 - 374 Cgl. frags of ls in sandy silt.

374 - 492 ls - act. Seams of wk Crs - Cu Ox.
local garnet.

492 - 1500 Fanzl.

980 1434 TD

all Fanzl. see 6" section .3-.6 Cu

981 2111 TD

- 2050 Fanzl.

2050 - 2100 Much shearing - some granitic

2055-2070 Sds.

2053-2055 Garnetite w/ massive Crs - 8.5% Cu

2055-2061 .3% Cu

2100 - 2111

grad change to QM - looks like coarse
granodiorite, w/ bio in blocks.

1235 975 TD

all Fanzl

A-974

Cox
117-374 Thf.

-1399 ls and Toe + some cpy spotty

-1509 Granite
TD

A-978

465
47
311

A-973

- Core
- 150 - 451 Thf.
- 451 - 925 ls - Local minor arox.
- 925 - 1000 Tact ~~st~~ st epid, ox & Ce
- 1000 - 1208 Tact w/ minor cpy.
- 1208 - 1333 Red cgl.
- 1333 - 1485 ls, w/ shale bands and anhydrite
minor cpy and Ce
- 1485 - 1637 Red cgl base is black gouge?
- 1637 - 1703 granite

A-978

- 150 - 783 Thf
- 783 - 909 Porph? ~~ls~~ or silts. Tr. Py
- 909 - 1080 Porph and meta cgl?
- 1080 - 1141 Tactite, with $\text{CuCO}_3 + \text{Ce}$? Poor Recov. broken core
- 1141 - 1436 ls and spotty tactite. Oxid to \pm 1267. Minor cpy below
@ 1306 - 13 steep Ce strgs in yellow ls.

A-979

Ref 197

197-657 pebble cgl.

-682 ls.

-719 Rusty Toe. $\text{Ca} + \text{Cu CO}_3$

-780 ls & arg.

-858 Epid ls & Toe bn, Mn, Ce

-930 Chl ls.

-1073 White arg. unfossiliferous?

1071-73 fault?

-1103 Light brn pebble cgl.

-1128 Qtz Bx

-1130 Pink ls

-1317 Red pebble cgl.

-1360 Qtz

-1368 Anhydrite, Gpy strgs

-1403 Brn pebble cgl.

-1446 ls & ~~ls~~ Anhyd.

-1475 Bx - silic. frags. Cu CO_3

-1502 ls & Anhydrite

-1575 Pinkish gr w/ small br. of flakes

TD

Edwards Cu
Sulf. Cu
Ave %

1357-66

Z. Total Cu	FS	Ave %
.73	4	.62
.65	5	

1399-1401

.176	2	.47
.11	2	
1.07	1.5	
.10	1	
.88	4.5	
.75	5	
1.24	5	
.41	5	
.61	5	
.86	4	
.15	6	.65
.82	5	
.55	5	

1468-1470

.49	5	.65
1.42		
1.51		
.70		
.39		
1.27		
.89		

1207
Thf

1204
691
915

1091
522
722

483
215
869

971
Thf

1219
345
705

977
230

976
138
492

984
157
702

975
309
812

T 66
Thf

1032
779

A-978
783

A-973
451

A-969
825

1368
313

A-974
374
1399 Top Gr

A-970
1395 Top of gr

1242
889
1064

A-1030

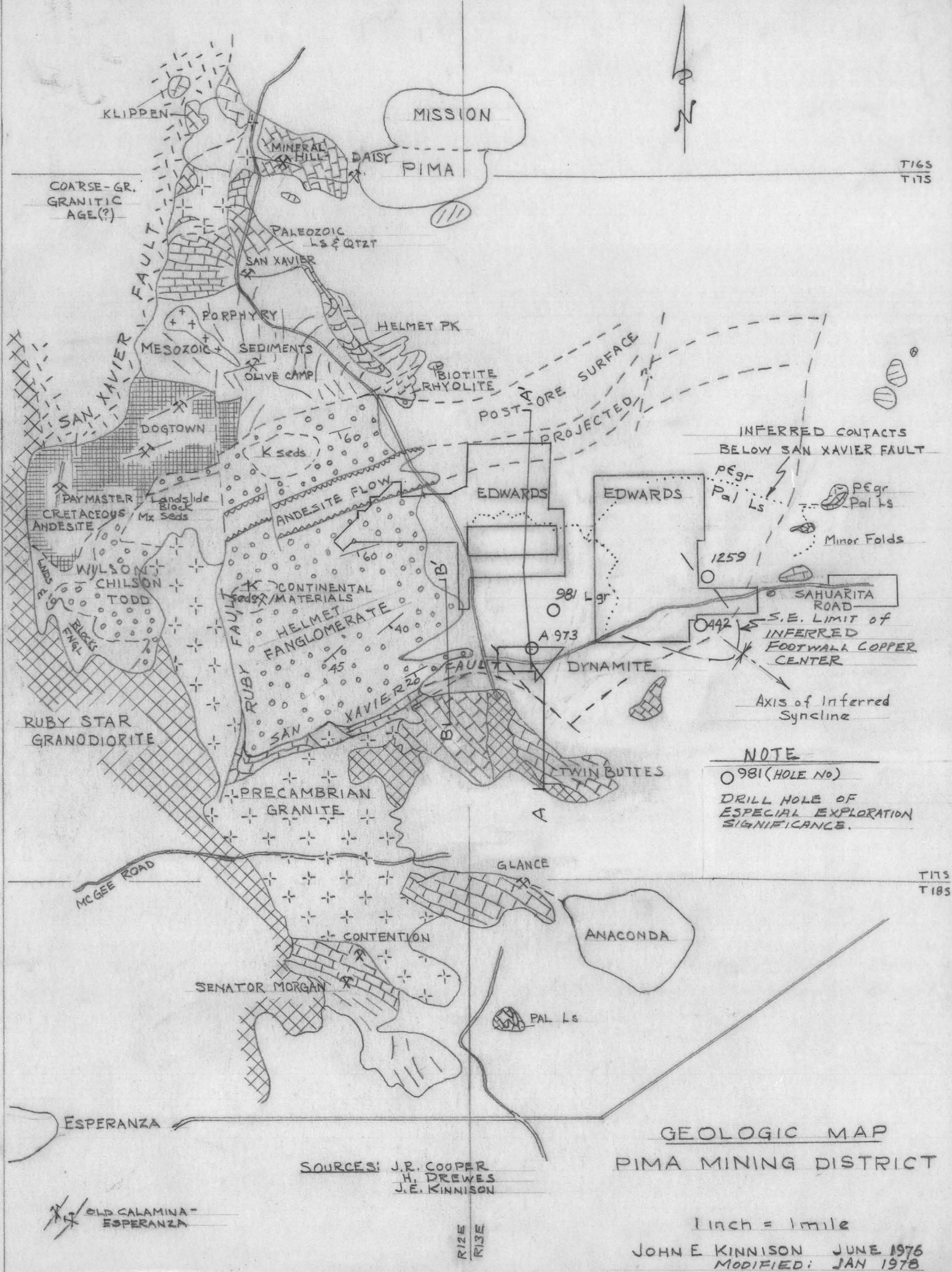
A-1039

T-34

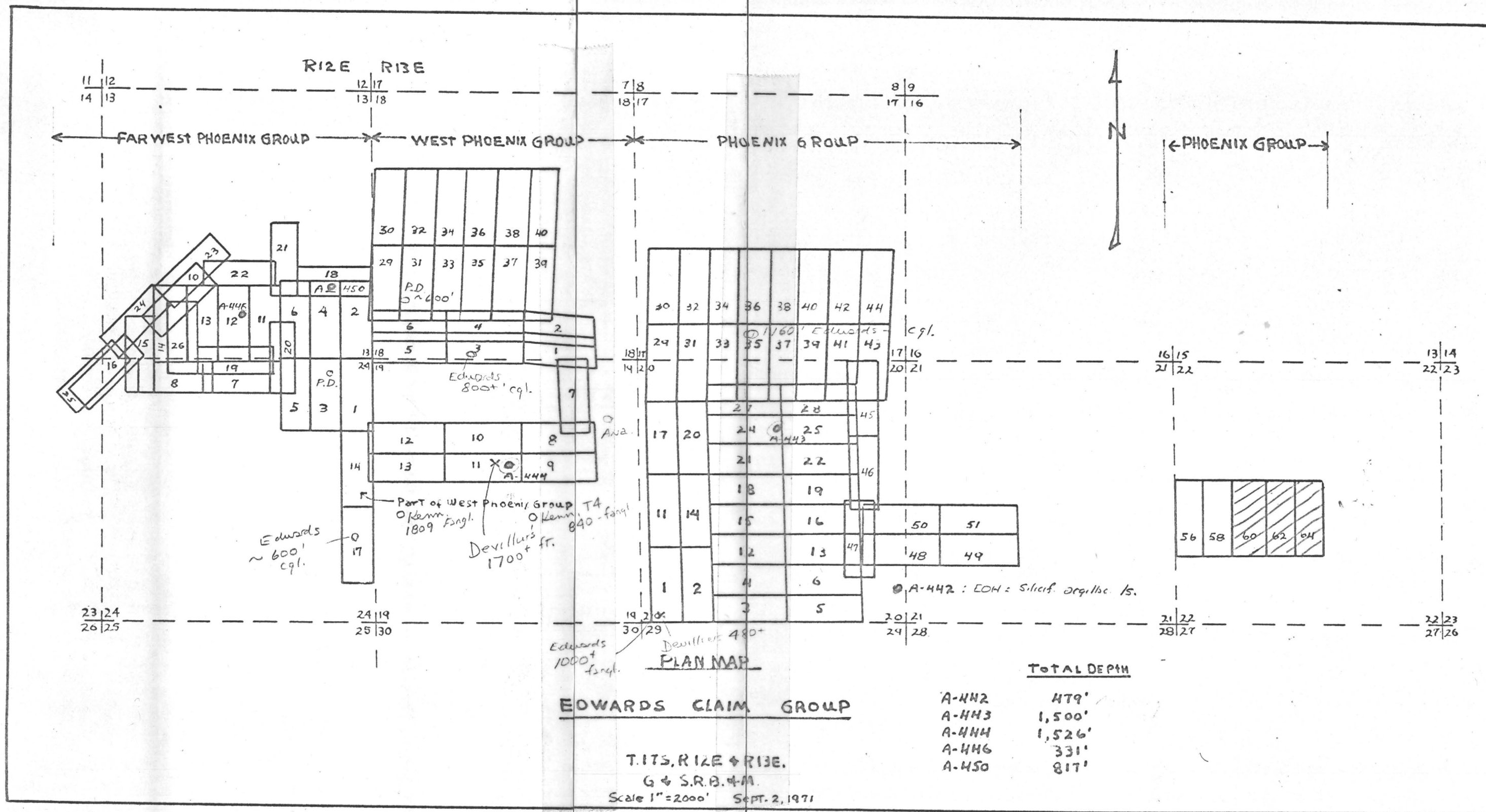
T-32

T-69
200

T-47
210



Area ③
Kern.
PD ①



Received from Conoco, W.V. 1

b.p. 2