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ITEM 48

December 29, 1966

Mr. Dino Concini,
Attorney at Law,
Valley National Bank Building,
Tucson, Arizona.

Dear Mr. Concini:

Appreciated was yesterday's telephone conversation. I look forward to a meeting in person in early January.

Please find enclosed the copy of my professional experience to which we referred. This is the standard summary from personal files and much of it will be of little interest, its only use being to indicate some 38 years of effort.

However, with particular reference to the mining periods, namely 1928 to 1945 and 1951 to date, the writer has been exposed, not only, to geology, but also, mining operation.

Specifically, the Potosi, Bolivia period (1933-1935) and the Climax, Colorado years from 1943 to 1945, were mining operation in every sense of the word, providing a knowledge of underground mining to go with a geological background.

Too, the years in the field for Freeport Sulphur Company and the steady examination work since 1951 have provided the writer with an appreciation of good mining procedures and the results which are always obvious.

The other observations to which reference was made are being assembled and will be in the mail tomorrow.

With best regards and very truly, I am,


David LeCount Evans.

cc: Mr. M. L. Tate
Ponderosa Development Co.,
P.O. Box 5,
Elko, Nevada.

Professional Record of
David LeCount Evans

To December 15, 1966

Present Address:

1700 Royal Drive, Reno, Nevada 89503
Telephone: AC 702, Number 3233301

Permanent Address:

c/o Mr. Alva Cooper Trueblood, Box 1140,
Route 1, Glencoe, Missouri.

General Information:

Birth: March 15, 1906, San Francisco.

Health: Excellent.

Height: Six feet, four inches.

Weight: 193 pounds.

Education

Preparatory: Public Schools of Palo Alto, California.

College: 1923-1927; Stanford University,
Department of Geology; A.B.-1927.

1927-1928; Stanford University,
Department of Geology; M.A.-1928.

1936-1936; Stanford University;
School of Mining Engineering; took
leave of absence to return to active
mining.

Professional Record:

June 1964 to date:

Position: Consulting Geologist, Reno, Nevada.

Activity: The evaluation of mining properties
and prospects in Nevada, California,
Washington, Oregon, Arizona, Colorado
and Mexico.

References: Mr. Paul Gemmill, Executive Secretary,
Nevada Mining Association, Suite 602,
One East First Street, Reno, Nevada.

August 1951--June 1964:

Position: Consulting Geologist, Wichita, Kansas.

Activity:

Petroleum:

The supervision of drilling wells; the
search for new oil and gas production;
the interpretation of gravity surveys;
tectonic studies as a guide to oil ex-
ploration in the northern Mid-Continent.

Mining:

The appraisal and evaluation of mining properties in Kansas, New Mexico, California, Oregon, Arkansas, Wyoming, Oklahoma, Utah, Colorado, Nevada, five states in old Mexico, Turkey, Haiti, French Guiana, and Nova Scotia.

Geophysical and sub-surface studies in Missouri, southeastern Kansas, northeastern Oklahoma, as an aid to the revival of old mining districts.

Publications pertaining to the recognition of unexpected Mississippi Valley type deposits in far-western Kansas.

Miscellaneous:

Field work and final collaboration as an expert witness in ground water and water pollution cases, especially those connected with oil operations in Central Kansas.

References:

1. Mr. Eldon Means, Means Laboratories, Wichita, Kansas.
2. Mr. George Fowler, Consulting Geologist, Joplin National Bank Building, Joplin, Missouri.
3. Mr. Roger McConnel, Chief Geologist, The Bunker Hill Company, Box 29, Kellogg, Idaho.

August 1947--August 1951

Position: Geologist-Geophysicist

Company: The Marathon Oil Co., Tulsa, Oklahoma.

Activity: The coordination of detailed gravimetric surveys and subsurface geology, throughout Oklahoma, Kansas, parts of Texas, Illinois, Michigan and Indiana. Gravimetric studies in the Tri-State district of Oklahoma, Missouri and Kansas.

Reference: Mr. Thomas K. Bowles, Marathon Oil Company, Tulsa, Oklahoma.

January 1945--August 1947

Position: Petroleum Geologist.

Company: The Marathon Oil Company, Wichita, Kansas.

Activity: Studies of the subsurface stratigraphy and structure of Western Kansas.

Reference: Mr. Burton Dunn, Consulting Geologist, Petroleum Club Bldg., Denver, Colorado.

May 1943--January 1945

Position: Underground shiftboss on mine development.

Company: Climax Molybdenum Co., Climax, Colorado.

Activity: Of the 19 months spent on this work, 13 were devoted to the driving of undercuts in preparation for block caving, and 6 to safety supervision.

Mine development at Climax signified the undercutting of a block of ore to induce caving; such required a knowledge of active mining, equipment, blasting and timbering, as well as an ability to handle men.

Reference: Mr. Frank Coolbaugh, Chairman of the Board, American Metal-Climax Company, New York City, New York.

October 1942--May 1943

Position: Senior Minerals Specialist

Group: Metals and Minerals Branch, Board of Economic Warfare, Washington, D. C.

Activity: This work was all statistical, designed to expedite the foreign production of nickel, chromite and manganese; required was a knowledge of the geology and economics of the three metals.

Reference: Dr. Alan M. Bateman, Yale University, 91-A, Yale Station, New Haven, Connecticut.

April 1940--September 1942

Position: Mining Geologist

Company: The Freeport Sulphur Company in Reno, Nevada and Grants Pass, Oregon.

Activity: The appraisal of properties in Nevada, Arizona, New Mexico, Colorado, Utah, Idaho, California, Oregon, Washington and Panama.

The examination of molybdenum, manganese, chrome, mercury, tin, nickel, antimony, magnesium, beryllium, tungsten, gold,

silver, lead, zinc and copper properties.

Reference: Dr. Vincent P. Gianella, 175 Temple Drive,
Auburn, California.

March 1936--April 1940:

Position: Resident Geologist

Company: Climax Molybdenum Company, Climax, Colo.

Activity: A detailed study of the Climax orebody,
based on both geological and assay controls.

The responsibility of all mine development
and the calculation of ore reserves.

The direct supervision of about 75,000
feet of diamond drilling and the planning
for company approval of all development
and exploratory drilling.

The examination of outside prospects.

Reference: Dr. John W Vanderwilt, Consulting Geologist,
895 Kendall, Denver, Colorado.

October 1933--October 1935

Position: Chief of the Technical Department.

Company: Compania Minera Unificada del Cerro Rico
de Potosi, Potosi, Bolivia, S. A.

Activity: The department was responsible for all
crosscutting, drifting, underground stoping,
production from surface dumps, et cetera.

Work included the usual routine of mine and
dump sampling, surveying, geological mapping,
ore reserve calculations, contract measurements
and statistical studies.

Reference: Prof. Eugene P. Pfeleider, School of Mines,
University of Minnesota, Minneapolis, Minn.

May 1932--September 1932

Depression Panning gold in northern Mexico and employed
as a Ranger-Naturalist with the U.S. National
Park Service in the summers.

July 1928--January 1932

Position: Assistant Geologist

Company: Cananea Consolidated Copper Company,
(subsidiary of the Anaconda Company)
at Cananea, Sonora, Mexico.

Activity: Detailed underground and surface geological mapping; examination of prospects, the supervision of diamond drilling, etc.

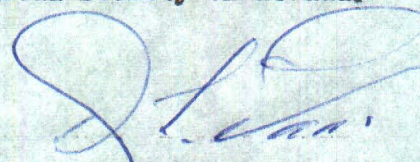
Reference: Mr. Vincent D. Perry,
Vice President and Chief Geologist,
The Anaconda Company,
New York City, New York.

General and Limiting Information:

Languages: A fair speaking and reading knowledge of Spanish, and a fair reading knowledge of French.

Societies: Member; American Inst. of Mining Engineers.
Member; Society Exploration Geologists.
Fellow; Geological Society of America.
Member; Society Exploration Geophysicists.
Member; American Association Petroleum Geologists.
Member; Kansas Geological Society and the Geological Society of Nevada.

1700 Royal Drive,
Reno, Nevada 89503


David LeCount Evans

December 31, 1966

Mr. Dino DeConcini,
Attorney at Law,
Valley National Bank Building,
Tucson, Arizona.

Dear Mr. De Concini:

With reference to our December 27 inspection of the Arctic Level at the Cortez Mine (Cortez, Nevada), the following personal comments have been assembled for the record.

Accompanied by Mr. M. L. Tate of the Ponderosa Development Company, about three hours were spent in an examination of old and recently completed advance. Except in a very general way, geological detail was neither studied nor plotted. Shortness of time also forbade the surveying of new Cortez Joint Venture advance. Our prime purpose was to evaluate the character of the approximately 2500 feet of recent progress.

Our underground experience dates from 1928. Of the 38 years in this profession, 32 years have been closely tied to active mines, old mines and prospect tunnels. The work, recently completed by Ponderosa in the Arctic Tunnel, shows good mining practice. The results reflect competence and the writer would recommend Ponderosa's future services to clients, without hesitation.

Concerning the "CLAIMS AGAINST M. L. TATE", as submitted by the American Exploration and Mining Company, their consideration permits the item-by-item personal analysis, listed below.

Personal analyses and conclusions have been guided by:

1. Underground observations;
2. The Agreement of July 26, 1965;
3. The rights and position of Contractor;
4. The Operator's position.

By #1, considered were size and condition of workings, installation and serviceability of all lines and the obvious collaboration between contractor, operator and drillers beyond the requirements of the Agreement.

By #2, considered basic were the various articles of the Agreement, but considered also as common sense have been the requirements of good mining practice.

By #3 and #4, the writer believes that once a contract has been awarded, the contractor should be free to follow the rules of good mining practice, without interference, as long as such do not conflict with the basic agreement (under which the operator is fully protected) and as long as the contractor's methods conform to State safety laws; complete the tunnel, equipped as specified, and within the time limits agreed upon.

Concerning, therefore, "FAILURES TO MEET SPECIFICATIONS":

I-A: Air Line

Contract specifies "4 inch (minimum) "; it does not say "O.D." or "I.D.". Penderosa has equipped the property with excellent air line (with victaulic couplings), 4 inch, outside diameter or 3 and 13/16" inside diameter; the pipe is coated, assuring no corrosion and rusting for the immediate future.

With two air receivers, advance in very hard quartzite, better than 4000 feet from compressor, indicates that air pressures were more than adequate. The wording of contract, the excellence of pipe and proof by performance, all contest this claim.

I-B: Tie spacing

The agreement specifies "24 inch centers" for ties. The writer has yet to see, on any operation, ties set precisely; centers are considered the ideal, on a development project; the contour of sill will determine the position of tie-center.

It is true that ties were observed as much as 30 inches apart but, in all cases, where spacing was greater than the 24", such seemed followed by spacing less than 24". The contractor had strength of track, constantly in mind, since it was over such track that waste was to be removed, and the contractor could not afford derailments; ties are all new and of Oregon fir.

The request by Amex's representative to ballast the tunnel, from the main switch to portal (2279 feet), not in agreement, provided easier walking, but is considered an unnecessary 'luxury' on a development job of this type; such "dressing up" becomes justified only after a prospect becomes a producing property. This is especially true when the week or so of work is done at contractor's expense.

Strength of track has been proved by the fact that motor and cars moved muck to surface without incident. Had every tie center required precise measurement advance would have suffered.

I-C Mine Rail

Contractor confirms that periodically 20 pound rail was in short supply, and further states that to assure steady progress it was better to substitute 16 pound rail, when needed than await the arrival of the 20 pound rail. It has also been reported that this was done, at the time, with operator's knowledge and permission. The writer did not go through the mine looking for the lighter rail.

It is our considered opinion that the contractor proceeded in good faith and with the apparent collaboration (at the time) of an Amex representative. The 16 pound, flanked by 20 pound, appears to have been serviceable, and I am sure could have been replaced, had the program been successful.

I-D Heading Size

Reference is made by Amex to 108 feet of undersized drift. The writer is 6 feet, 4 inches tall; with the customary 'domed' mine hat, he approaches 7 feet. Throughout the course of the examination, through better than 4500 feet of workings he never had the feeling he had to stoop, nor did he ever strike his head on the back. In fact it always seemed that there was at the very least a foot of clearance above the top of the hat.

No narrowing of drift to less than 6 feet was noted. The new Arctic tunnel advance is the largest development of constant size that we have studied. Possibly by building a 6' by 8' frame and looking for trouble, the 108 feet in question might have been found; to the eye such was not obvious and the claim is considered questionable. Too, there is also the possibility that vertical measurement by Amex's representative might have been from top of rail to back, which would be tighter than from actual sill to back. The size of tunnel does not merit complaint.

I-E Air and Water Lines to Heading

The claim is a peculiar one. Never does an inactive heading have air and water line carried directly to the face; the damage to lines, at the time of the next blasting would be obvious. Lines are completed only to one or two joints back of the face, with air and water for the next round delivered by hoses from lines. Contractor states that Amex's representative insisted on having lines brought exactly to face; this was done but the pipe had to be trimmed to fit, thus making it impractical to fit final fittings; such would have to be affixed to the last complete joint back of the face. The claim reflects confusion and is without just basis.

I-F Timber Replacement

Timber sets are adequate, well set and tightly braced and wedged. Voids above sets have been filled with scrap to the

back. In one limited area, back has been braced by the cap piece held in place by a 'U' shaped steel hanger, set in horizontal holes, drilled at about 7' from sill. This "Montgomery-Ward" set is an innovation to the writer, but seems to do the job without the cost of massive wood side timbers. Throughout the property all timbering provided the safety needed in questionable ground.

I-G Northwest heading

Contractor has advised that throughout the progress of the Cortez Joint Venture, all advance was to be made on the basis of center-lines and back-sites, provided by an Amex representative. This is normal procedure and as it should be. In the case of the so-called NW heading, and all other headings, if the drift left structure, it was on the basis of lines, provided per round by the operator's representative, and not the contractor.

I-H Air Line "Cost to Install Proper New Line"

With reference to the writer's comment at I-A on page 2, the 4" O.D. line installed is in top shape and has provided ample air to faces. Neither material (I-A) nor labor to replace (I-H) should be considered.

and finally, considering "OTHER FAILURES TO PERFORM"

II-A Hauling Water to Old House

Contractor has reported that it was agreed with Amex's representative that for the 'Old House' (also called "Hotel") Pond-crosa would install all equipment such as tank, pipe, fixtures, heating unit, etcetera, and Amex would see to the haulage of water, when needed, during the course of mine-water haulage. This charge, therefore, should be contrasted.

II-B Water Line on No. 1 Level.

With an Amex representative, so contractor reports, contractor agreed to install a plastic reservoir in a raise, centrally located and about 300 feet above the Arctic Level; and Amex agreed to deliver water to tank.

It is our understanding that this agreement and many other initial agreements, ^{which} reflected an initial desire, of both parties to cooperate, was superseded by a later Amex representative.

II-C Value of Ore Lost

II-D Cost of D-Ore Dump

'D-Ore Dump' cannot be found in the agreement, but contractor was aware that such was expected and, according to contractor, instructions were requested long before mineralization was encountered.

Operator finally provided a trestle, beyond edge of dump, of such construction that contractor would not risk the loss of costly equipment by using it.

"Value of Ore Lost" infers values of \$60 to \$70 per ton, since on the basis of widths and extent of mineralization observed, the drift could not have produced more than 40 tons of partially mineralized rock.

To begin with contractor should not be held responsible for loss, and as for "value" Amex's use of the word "ore" seems out of place since to be "ore" the material must assure a profit. These lines question how values were reached, and if by sampling and assaying, if material sampled was representative of the entire mineralized unit.

II-E Cost of Leveling Old Dump

Contractor reports (and writer verifies) that the slope of the original dump surface was back and towards the tunnel portal; and had to be levelled before it could be used. The size and configuration of the dump was such, after levelling, that contractor's string of side-dump cars and motor (permitting the removal of each round in one muck-trip) could not be used.

Contractor, therefore, followed contour to the southeast which eventually required about 150 feet of extra track, but disposed of waste, evenly and rapidly; this rearrangement was OK'd by an Amex representative.

For the delivery of supplies and for efficient surface located procedures by operator, diamond drill, contractor and mining contractor, the levelling of dump was mandatory. Why, therefore, should the mining contractor have to pay for all of the work?

II-F "Cost of Time Lost"

As in all mining programs, initial difficulties were encountered. To get experienced miners to the job was a serious starting problem. Contractor finally overcame the problem and made up for the initial loss in progress, with sufficient miners for a three shift operation. The total program was completed before the deadline.

The "Cost of Time Lost" to Amex is, therefore, an imponderable and not to be compared with the time lost by Ponderosa in ballasting track, excavating safety zones, and other requests, all at start, not in agreement, and the cause, in part, for Ponderosa initially falling behind schedule.

II-G "Refusal to Follow Directions in Heading Advance"

No contractor ever refuses to follow center lines and back-sites. These are provided on a round by round basis, and the inclusion of such a complaint, herein, verifies the fact that lines were the responsibility of the Operator.

It would appear that after cutting the mineralization (mentioned at II-C and II-D) in drift, which was spotty, operator's representatives were definitely lost. The several hundred feet of turns, first to the southeast, then to the northeast and back again, and overall swing to the ⁵northeast (away from the apparent projection of past mining) attests to indecision. ✓OK
The direction per round of advance was not the contractor's responsibility; he was only following orders. The blame for the erratic drift must be accepted by the operator.

II-H Lack of adequate Ventilation

Where needed, beyond an efficient outlet directed through a "dog-hole" driven into old workings (which carried smoke and fumes upwards to surface), air was ^{with velocity} forced through new spiral-weld, light metal tubing ^{to face}. The arrangement was efficient and superior to the suggestion that all be carried through tubing, the length of the Arctic tunnel, to the portal. The cost alone of about 3100 feet of spiral-weld tubing, which would have been required, more than justified the arrangement through the stoped section.

Note, too, that Ponderosa provided an air-door which kept smoke and fumes out of the drilling area in the main Arctic Tunnel, an item not in the agreement, and for which no payment was made.

II-I The Harry Weiss Threat

Our personal reaction is that this "small" claim against the contractor, is the one claim that positively reflects the attitude of Amex's principle representative towards the unfortunate operator, throughout the life of the work. It is unfortunate that at no time was there an understanding as to where Amex authority and right of interference should stop.

In conclusions, be assured that the writer considers the Ponderosa work well done, the advance in conformity to original understanding, and the work, a reflection of good mining practice, conducted with the respect for safety practice that underground mining demands.

All Ponderosa advance is clean, with back and walls barred-down, and sills without accumulation of rock or other hazards.

The one exception to overall cleanliness is an area mined after Ponderosa left the property, where broken rock still covers sill to a depth of about three feet. The area provided several loose primers (caps with fuse attached), unused and a serious safety hazard.

Yours very truly,

David LeCount Evans

cc: Mr. M. L. Tate,
Ponderosa Development Co.,
P.O. Box 5,
Elko, Nevada.

July 17, 1967.

Ponderosa Development Company,
Box 5,
Elko, Nevada.

Attn: Mr M. L. Tate

Gentlemen:

It is my understanding that in 1966 you completed the better than 2500 feet of drifting and crosscutting, at the old Cortez Mine for the Cortez Joint Effort.

In December 1966 I had the opportunity of examining the results of this effort. It was obvious to me that the tunnels were driven according to specification, and that all work had been completed in a most minerlike fashion.

Operating, as you did, with for part of the time weather not to your advantage and, for a period, with good, dependable miners hard to employ, the fact that your contract was completed ahead of schedule should have brought you and your principals great satisfaction.

Therefore, on the basis of personal observations and the very excellent work at Cortez, I am pleased indeed to recommend your operating organization to any interested parties.

Yours very truly,



David LeG. Hunt Evans.

Consulting Geologist,
1700 Royal Drive,
Reno, Nevada.

January 18, 1967

Mr. Dino DeConcini,
Attorney at Law,
Valley National Building,
Tucson, Arizona.

Dear Dino:

With reference to your recent phone call and a letter today from Tex, I have gone through my file, periodically, and again this afternoon, with only negative results.

My comments of December 31 relative to the examination of the Cortez operation are a copy; the original, therefore, had to be sent either to you or Tex. Sorry that I have been unable to find it in my files.

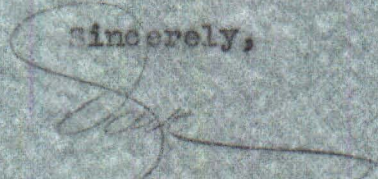
Arrangements have been made to undertake the Mexican examination to which we referred, a week ago in San Francisco. Plans are set up to leave here on Monday, next, driving first to Tucson, with arrival set for Tuesday afternoon. I will be staying at the Executive Inn.

It is planned to stay in the Tucson-Nogales area until not later than Friday morning. Length of stay depends on the time it takes to accomplish matters. I do plan to see you if and when you have time.

I would be very much interested in discussing the Mexican legal picture with whomever you suggest. Too, since I plan to drive into Sinaloa, and must have my car bonded through Nogales, any suggestions as to the most reliable broker or agent would be appreciated.

With anticipation over seeing you again, after these few weeks and with best regards, I am,

Sincerely,

A handwritten signature in dark ink, appearing to be "Dino", written over the typed word "Sincerely,".

DAVID LE COUNT EVANS

CONSULTING GEOLOGIST
1700 ROYAL DRIVE
TELEPHONE (702) 323-3301
RENO, NEVADA 89503

December 31, 1966

Mr. Dino DeConcini,
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-4-

back. In one limited area, back has been braced by the cap piece held in place by a 'U' shaped steel hanger, set in horizontal holes, drilled at about 7' from sill. This "Montgomery-Ward" set is an innovation to the writer, but seems to do the job without the cost of massive wood side timbers. Throughout the property all timbering provided the safety needed in questionable ground.

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I-H Air Line "Cost to Install Proper New Line"

With reference to the writer's comment at I-A on page 2, the 4" O.D. line installed is in top shape and has provided ample air to faces. Neither material (I-A) nor labor to replace (I-H) should be considered..

and finally, considering "OTHER FAILURES TO PERFORM"

II-A Hauling Water to Old House

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II-C Value of Ore Lost

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Operator finally provided a trestle, beyond edge of dump, of such construction that contractor would not risk the loss of costly equipment by using it.

"Value of Ore Lost" infers values of \$60 to \$70 per ton, since on the basis of widths and extent of mineralization observed, the drift could not have produced more than 40 tons of partially mineralized rock.

To begin with contractor should not be held responsible for loss, and as for "value" Amex's use of the word "ore" seems out of place since to be "ore" the material must assure a profit. These lines question how values were reached, and if by sampling and assaying, if material sampled was representative of the entire mineralized unit.

II-E Cost of Leveling Old Dump

Contractor reports (and writer verifies) that the slope of the original dump surface was back and towards the tunnel portal; and had to be levelled before it could be used. The size and configuration of the dump was such, after levelling, that contractor's string of side-dump cars and motor (permitting the removal of each round in one muck-trip) could not be used.

Contractor, therefore, followed contour to the southeast which eventually required about 150 feet of extra track, but disposed of waste, evenly and rapidly; this rearrangement was OK'd by an Amex representative.

For the delivery of supplies and for efficient surface located procedures by operator, diamond drill, contractor and mining contractor, the levelling of dump was mandatory. Why, therefore, should the mining contractor have to pay for all of the work?

II-F "Cost of Time Lost"

As in all mining programs, initial difficulties were encountered. To get experienced miners to the job was a serious starting problem. Contractor finally overcame the problem and made up for the initial loss in progress, with sufficient miners for a three shift operation. The total program was completed before the deadline.

The "Cost of Time Lost" to Amex is, therefore, an imponderable and not to be compared with the time lost by Ponderosa in ballasting track, excavating safety zones, and other requests, all at start, not in agreement, and the cause, in part, for Ponderosa initially falling behind schedule.

II-G "Refusal to Follow Directions in Heading Advance"

No contractor ever refuses to follow center lines and back-sites. These are provided on a round by round basis, and the inclusion of such a complaint, herein, verifies the fact that lines were the responsibility of the Operator.

It would appear that after cutting the mineralization (mentioned at II-C and II-D) in drift, which was spotty, operator's representatives were definitely lost. The several hundred feet of turns, first to the southeast, then to the northeast and back again, and overall swing to the northeast (away from the apparent projection of past mining) attests to indecision. The direction per round of advance was not the contractor's responsibility; he was only following orders. The blame for the erratic drift must be accepted by the operators.

II-H Lack of adequate Ventilation

Where needed, beyond an efficient outlet directed through a "dog-hole" driven into old workings (which carried smoke and fumes upwards to surface), air was forced through new spiral-weld, light metal tubing to face. The arrangement was efficient and superior to the suggestion that all be carried through tubing, the length of the Arctic tunnel, to the portal. The cost alone of about 3100 feet of spiral-weld tubing, which would have been required, more than justified the arrangement through the stoped section.

Note, too, that Ponderosa provided an air-door which kept smoke and fumes out of the drilling area in the main Arctic Tunnel, an item not in the agreement, and for which no payment was made.

II-I The Harry Weiss Threat

Our personal reaction is that this "small" claim against the contractor, is the one claim that positively reflects the attitude of Amex's principle representative towards the unfortunate operator, throughout the life of the work. It is unfortunate that at no time was there an understanding as to where Amex authority and right of interference should stop.

In conclusions, be assured that the writer considers the Ponderosa work well done, the advance in conformity to original understanding, and the work, a reflection of good mining practice, conducted with the respect for safety practice that underground mining demands.

All Ponderosa advance is clean, with back and walls barred-down, and sills without accumulation of rock or other hazards.

The one exception to overall cleanliness is an area mined after Ponderosa left the property, where broken rock still covers sill to a depth of about three feet. The area provided several loose primers (caps with fuse attached), unused and a serious safety hazard.

Yours very truly,


David LeCount Evans

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