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REPORT

on

THE MONITOR GROUP OF MINING CLAIMS

CARIBOU, COLORADO

By

J. E. BYRON

Received from The Monitor Mining Group

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U.S.MINERAL SURVEYOR
642 UNIVERSITY AVE.
BOULDER, COLORADO.
June 6, 1931.

Mr. David B. Little, Trustee,
Monitor Mining Company, Ltd.,
Rochester, New York.

Dear Sir:

I hand you herewith my report on the Monitor Group of Claims,
at Caribou, Boulder County, Colorado.

Yours very truly,

(Signed) J. E. Byron

I- PURPOSE OF REPORT

To determine the location and condition of the mining property known as the Monitor Group.

II- NAME OF PROPERTY

The property as a whole is called the Monitor Group and consists of the following patented mining claims:

The Monitor Lode Mining Claim, Sur. No.	227
The Lulu Lode Mining Claim, Sur. No.	232
The New York Lode Mining Claim Sur. No.	344 A
The New York Mill Site, Sur. No.	344 B

See plate III for exact location of claims; property shown by shaded area.

III- LOCATION

The Monitor Group of Claims is located on Idaho Hill, at Caribou, Boulder County, Colorado, about twenty-five miles west of the town of Boulder. See Plate I.

IV- TOPOGRAPHY

The topography of the region is very rugged. The Monitor Group is 10,000 feet above sea level. See plates II, IV and V. Most of the timber has been cut in this region for mining purposes. The snowfall is very heavy and much of the snow remains on the ground until June.

The roads are in fair condition but they are blocked with snow during the winter months.

V- DEVELOPMENT

The property has had comparatively little development work. The workings are in such condition now that an underground examination is impossible. The Monitor shaft house was wrecked by wind storms during the winter of 1931, see Plate IV. The top or collar of the shaft is in good condition but the shaft walls are covered with ice and snow. The ladders in the manway of the shaft have rotted to such extent that they are unsafe. There is no machinery or equipment on the property.

The Monitor shaft is said to be 150 feet in depth. A drift at the 140 ft. level was run northerly 50 ft., then turned to the south for a few feet where it intersected an orebody of circular shape. This orebody was stoped to within 20 or 25 ft. of the surface.

Mr. C. M. Carroll's letter of Dec. 1, 1927 indicates that the mine was left in bad condition by leasers; Mr. Carroll states "former leasers left drifts, stopes and winzes full of waste".

During the year of 1927, Mr. C. M. Carroll sunk a shaft 70 ft. east of the Monitor shaft and 50 ft. west of the Lulu shaft. The new shaft was sunk with the intention of connecting with the stope in the Monitor shaft, however a connection was not made although the new shaft was sunk vertically 17 ft.

The Lulu shaft is said to be 40 ft. in depth. A drift on the 40 ft. level to the east connects with the stope in the Monitor mine. On May 26, 1931 the Lulu shaft was practically full of ice and snow. The snow had melted down about 4 ft. below the collar of the shaft. A snow bank was still in place near the collar of the shaft, see plate V. According to Mr. C.M. Carroll's letter of July 26, 1927, the drift in the Lulu shaft had caved.

The New York shaft was also full of snow. The size of the dump on the New York claim at the shaft would indicate that the shaft is about 40 ft. deep, however, no definite information could be secured regarding this shaft

VI- GEOLOGY

The geology of the underground workings could not be studied because of the condition of the mines, however, there is much material on the dumps that shows the types of rocks and ores encountered in the mines. The material in the dumps is identical with that in place on the surface. There is a large stratum of schist outcropping on the surface on the south side of the property. North of the schist there is a dike of pegmatite about 20 ft. in width following the course of the claims. The ore produced in the Lulu shaft was taken from lenses occurring in the pegmatite. There is no evidence of a fissure vein. On the north side of the pegmatite there is a dike of biotite gneiss about 15 ft. in width. The new shaft which was sunk in 1927 is in this dike of biotite gneiss. Another dike of pegmatite about 50 ft. wide occurs on the north side of the biotite gneiss. The Monitor shaft is sunk in this last named dike, but it is not known whether the ore taken from the Monitor shaft was produced in the 50 ft. dike. From all information at hand it is evident that all of the ore produced on the property came from the dike on which the Lulu shaft is sunk. The only available records indicates that the ores produced were predominate in silver and that the gold values were very erratic; running as low as 0.07 ozs. per ton.

VII-GENERAL INFORMATION

There is very little mining activity at Caribou at this time. The only mine in the camp that is actually operating is the Potosi, about 600 ft. south of the Lulu, see plate III.

The Cross mine just south of the New York Mill Site is being cleaned out for operation this summer.

All of the mines on Caribou Hill are idle, see plate III; south of the Staten Island claim (shaded green).

The mining camp of Caribou is primarily a silver producer, however, the mines on Idaho Hill on which the Monitor Group is situated produce both gold and silver.

The silver market is now at its lowest ebb in the history of the metal and as long as the price remains as low as it is now there is not much inducement to operate any property in the camp, unless the ore contains good values in gold.

VIII- RECOMMENDATIONS

If the property is leased or bonded and leased it would be well to follow the general outline as given in the appended lease form, with especial reference to the clause on compensation insurance.

It is the general custom in this area to charge 15% royalty in mining leases.

The shaft house on the Monitor should be dismantled and rebuilt so that the shaft will be protected. If left open to the elements it will soon become a total wreck and beyond all reasonable repair.

PLATE I

MAP OF BOULDER COUNTY, COLORADO,
SHOWING LOCATION OF MONITOR GROUP.

PLATE II
TOPOGRAPHIC MAP
SHOWING LOCATION OF MONITOR GROUP

PLATE III
MAP OF MINING CLAIMS

PLATE IV
PHOTOGRAPHS
MONITOR SHAFT HOUSE
IDAHO HILL

PLATE V
PHOTOGRAPHS
BALD MOUNTAIN
LULU SHAFT

X- FORM OF MINING LEASE

THIS AGREEMENT OF LEASE, made this _____ day of _____, A. D. 1931, by and between the _____, a Corporation organized and existing under and by virtue of the laws of the State of _____, (hereinafter termed the lessor), party of the first part, and _____, (hereinafter termed the lessee), party of the second part, WITNESSETH:

That the party of the first part for and in consideration of the covenants, agreements, payments and royalties hereinafter reserved and by the lessee to be kept, paid and performed, has granted, demised and let and by these presents does grant, demise and let unto the lessee the following described mining property, situate in the Grand Island Mining District, Boulder County, Colorado, to-wit:

The Monitor Lode Mining Claim,	Survey No. 227
The New York Lode Mining Claim,	Survey No. 544 A.
The New York Mill Site,	Survey No. 544 B.
The Lulu Lode Mining Claim,	Survey No. 232.

TO HAVE AND TO HOLD the said demised premises for the term of _____ years from the date hereof, to expire at noon on _____, 1931, unless sooner forfeited or determined through violation of any agreement, covenant or condition hereinafter contained to be kept or performed by the lessee.

In consideration of said lease the said lessee does hereby covenant and agree with the said lessor as follows:

1. To enter upon said premises and to commence work thereon within _____ days from the date of this lease and to work the same in mine fashion in manner and necessary and appropriate to good and economical mining.
2. To work and mine said premises as aforesaid steadily and continuously from the date of this Lease; and that any failure to work said premises with at least twenty five (25) shifts of two (2) men each in each and every calendar month during the life of this lease, and failure on the part of the lessee to work said premises as aforesaid during ten (10) consecutive days shall, at the option of the lessor work a forfeiture of this lease, unless such failure be caused by strikes or labor troubles.
3. That the lessee will well and sufficiently timber said mine at all points where proper in accordance with good mining, or when required or ordered by the State Commissioner of Mines or one of his deputies duly authorized, and repair and keep in reasonable repair, all old timbering in the portion of the premises above described which may be worked or mined by the lessee, and the said lessee agrees not to remove any timber from any portion of said premises, for use in any new or other workings, or in any other part of the mine except insofar as the same may become necessary for immediate repairs, provided however, that the lessee may be permitted to use such timber for the enlargement of the workings or rearrangement of the same for the more speedy and economical working of the property.
4. To keep at all times the drifts, shafts, tunnels and other workings on said premises thoroughly drained and clear of loose rock and rubbish, and in an absolutely safe and secure condition, unless prevented by extraordinary mining casualty, and to maintain at all times and leave the floor of all drifts and workings in good, even and unobstructed condition, and keep said demised premises thoroughly drained.
5. To do no underhand stoping whether for the purpose of prospecting or taking out ore, or for any other purpose whatever. In case of sinking any shaft now on said premises below its present level, to construct the same with the same dimensions as the portion now constructed and to timber the same with strong, well-fitted timbers in the same manner as the present timbering, in said shaft and to

construct and maintain in good order and condition such stations as may be necessary in accordance with good mining, to construct and timber any new shafts sunk on said premises not less than four by eight feet (4' x 8') in the clear; and to timber with cribbing four by eight inches (4" x 8").

6. To cause or permit no building or structure of any kind to be erected or to remain upon the said premises, except such as are necessary for the actual working of the mines as for example, the storing, hoisting, sorting, or shipping of ores extracted therefrom, except insofar as authorized in writing by the lessor or its manager, and to keep the machinery and buildings of whatever kind now upon said premises and belonging to the lessor, in their present condition and at all times at lessee's sole expense, to repair and keep the same in condition and order so that at the expiration or termination of this lease, by forfeiture or otherwise, the said machinery and buildings, may be surrendered and delivered unto the lessor, in the same condition as they are now received by the lessee, ordinary wear and tear excepted.

7. To allow the said lessor, its officers, manager and other agents and representatives or any of them, at any and all times:

(a) To enter and visit all parts of said premises and the workings thereof for the purpose of inspecting the same and taking of assay samples of ore or rock either standing or broken down.

(b) To take average samples of any ore awaiting shipment.

8. To have surveys made by the lessor's surveyor, of the workings, whether under or above ground, or both at least once in every calendar month, if the lessor or its manager shall so order; and to allow lessor's surveyor or surveyors access at all times to the premises for additional surveys thereof; to keep all shafts or other ascents or descents in the workings that are being mined or worked by lessee, fully equipped at all times with substantial ladders throughout their entire length or depth, in order that such workings shall be easily and safely accessible for the purpose of inspection, and generally to facilitate in every way such inspection and survey as aforesaid by the lessor, its officers, agents or representatives, or any of them.

9. To furnish the lessor, its officers, manager or other duly authorized agent or representatives, or any of them, full, true and accurate information in response to any request or inquiry with regard to the condition of such workings, any part thereof or the quality or character of the mineral therein.

10. To allow no person not in privity with the parties hereto, to take or hold possession of the said premises or any part thereof, under any claim whatsoever or any pretense, so far as within lessee's power.

11. To assume all legal responsibility and to save the lessor harmless from or on account of any accident to, or death of any person or persons, or of any animal, upon any portion of the premises, hereby leased, whether or not such person be an employe of the lessee, or said animal belong to any of the parties thereto or to a stranger to this agreement, and at all times to keep posted at the main shaft upon said premises a conspicuous notice, signed in the name of the lessee and that lessor will not be liable for any injury or death to any person or animal upon the leased premises.

12. To keep the said premises and every part thereof at all times free and clear of any and all mechanic's or miner's liens, or other liens or encumbrances, and to settle, pay and discharge on or before the tenth day of each and every calendar month all indebtedness and liabilities incurred by the lessee prior to the expiration of the preceding calendar month for work done, services rendered or material furnished in respect to the said premises except in cases of disputed items of creditors; and to forthwith post and at all times keep posted in

the name and on behalf of lessor in some conspicuous place upon said premises, a written or printed notice that the said premises are leased to the lessee and that the interests of the lessor therein shall not be subject to any lien for services, labor or material furnished upon or used in connection with the said leased premises and to at all times comply with the requirements of any statute of the State of Colorado now or hereafter existing relative to the protection and exemption of the said premises and the lessor's interest therein from mechanics or miners Liens or other liens or encumbrances.

13. To operate, maintain, protect and develop said premises at all times as to comply with any statute of the State of Colorado or any other lawful rule or regulation concerning mines or otherwise.

14. To promptly notify lessor of shipments as the same are made stating the time, approximate amount and destination of shipment and duplicate returns shall be furnished to lessor by mills or smelters as soon as settlements are made.

15. To keep true and accurate books of account and to render full and complete statements in writing to the lessor on or before the fifteenth day of each month during the life of this lease, showing the amount of ore taken from the premises during the preceding month and the disposition of the same.

16. To ship all ore in the name of the lessor and the lessee with a consecutive mine lot number, stating the interest which both parties have in and to all such ore, by the cheapest route. The lessee shall have no right to cause said ore to be sampled in transit without first obtaining written permission of the lessor so to do, and the cost of any such sampling shall be paid by the lessee, and the royalty due the lessor shall be paid to it before any reduction whatsoever is made to pay the cost of such sampling.

17. To pay as royalty to the lessor _____% of the net proceeds of all ores, bullion or concentrates extracted, shipped or sold from said premises during the term of this lease, said net proceeds being the gross returns from said ore, bullion or concentrates, less freight, transportation and treatment charges or costs, only; said royalty shall be determined from each mill or smelter shipment and shall be promptly paid direct to lessor by the mill or smelter receiving the shipment, and to be accompanied by the mill or smelter duplicate returns thereof. The lessor shall not be liable for the proceeds of the ore lost by an accident, or theft or failure of the ore buyer, nor shall lessor collect any royalties on account of ore so lost.

18. To furnish and lay all rails necessary for car tracks in said leased premises, and to furnish and install all pipe for conveying air for use in said leased premises, which said car tracks and pipe line shall be and remain in place, the property of said lessor at expiration of this lease, it being expressly understood that no track or pipe at present in place in any portion of the property of the lessor shall be removed from its present position by said lessee.

19. Before any work is undertaken on the demised properties and so long as this agreement shall continue in force the lessee shall obtain and keep in force Compensation Insurance for the benefit of every employee and (or) agent, upon, in or about the demised properties and such insurance shall be so obtained and maintained in compliance with and (or) agreeable to the terms of the statutes of the State of Colorado, which are generally known as the "Workmen's Compensation Act", whether or not the insuring be obligatory under such statutes because there be less number of employees than contemplated by such act or for any other reason.

Anything else in this agreement contained to the contrary, notwithstanding, no sublease shall be granted or entered into, upon or for any part of the demised properties, unless and until, or unless coincidentally therewith, compensation insurance shall be had and kept in force by such sublessee within the meaning of the "Workmen's Compensation Act" of the State of Colorado and any and all amendments thereof, for any and every employee of sublessee during the life of the sublease.

And a condition of the continuance of this lease is that no workman, agent, miner or employee shall be engaged upon, or in or about the demised premises unless the lessee or sublessee shall have obtained and shall keep in force such insurance as contemplated by the Clause Twentieth of this agreement, automatically forfeit and terminate and end this contract without further notice to lessee and it is hereby agreed that any failure of lessee to either take out keep in force said compensation insurance is an absolute conditional limitation upon the leasehold estate hereby granted, upon the happening of which, this lease shall cease and end instanter, and any entry thereafter on said premises by lessee and sublessee and(or) their employees and agents or either or any of them, shall be deemed an unlawful trespass upon said premises.

And the lessee shall and does as a condition of this agreement assume all responsibility in case of accident to any of its agents, employees and (or) representatives and(or) any person in or upon the demised properties under the lessee, and does hereby engage to relieve the lessor of any liability for any such accident.

20. This agreement shall be binding upon and enforceable by and against the successors, heirs, executors, administrators, and assigns of the parties hereto.

21. The lessor shall have the right to use any part of the surface of the ground above described for any purpose that shall not interfere with the reasonable operations of the lease, upon written permission of the lessee.

22. It is especially understood that any waiver by the lessor of any violation of any of the terms or conditions hereof on the part of the lessee, shall operate and be effective only as to such violation or violations as occurred prior to the time of such waiver, and shall not be considered as a waiver, or any violation of any of the terms or conditions hereof occurring subsequent to such waiver, or as a permit or license permitting future violations of any of the terms hereof by lessee.

23. Time is of the essence of this lease in all particulars.

24. And finally, upon violation of any covenant or covenants hereinbefore reserved, the term of this Lease shall at the option of said lessor expire, and the same and said premises with the appurtenances, shall become forfeit to said lessor, and said lessor or its agents may thereupon, after demand of possession in writing, enter upon said premises and dispossess all persons occupying the same, with or without force and with or without process of law, or at the option of the said lessor the said lessee and all persons found in occupation may be proceeded against as trespassers from the beginning of said term, both as to the realty and the ore severed therefrom; or as guilty of unlawful detainer.