

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) September 26, 2007

Touchstone Mining Limited

(Exact name of registrant as specified in its charter)

Nevada	333-130696	98-0468420
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

808 Nelson Street
Suite 2103 Vancouver, British Columbia
Canada V6Z 2H2

(Address of principal executive offices) (Zip Code)

(604) 684-7619

(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Section 1 - Registrant's Business and Operations

Item 1.01. Entry into a Material Definitive Agreement.

On September 26, 2007, we entered into a stock purchase agreement ("Purchase Agreement") with Douglas Scheving, our President and Director, whereby he purchased 3,000,000 shares of our common stock in exchange for the forgiveness of \$34,501.73 that we owed to him. Our Board of Directors approved this sale and concluded that he paid fair value for the shares of common stock issued to him.

Such indebtedness had accrued since inception, with Mr. Scheving advancing money to us for general working capital. Such indebtedness was not memorialized, was due on demand and did not bear interest. We did not incur any penalties in connection with the transaction.

We issued our common stock pursuant to the exemptions from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), provided by Section 4(2) of the Securities Act and Regulation S under the Securities Act.

Item 1.02. Termination of a Material Definitive Agreement.

Please see the discussion under Item 1.01 of this Report regarding the forgiveness of indebtedness pursuant to the Purchase Agreement which discussion is incorporated by reference into this Item 1.02.

Section 3 - Securities and Trading Markets

Item 3.02 Unregistered Sales of Equity Securities.

Please see the discussion under Item 3.02 of this Report regarding our issuance of common stock which discussion is incorporated by reference into this Item 3.02.

Section 9 - Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits

(c) Exhibits:

<u>Exhibit Number</u>	<u>Description</u>
10.1	Stock Purchase Agreement, dated September 26, 2007

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TOUCHSTONE MINING LTD.

Date: October 1, 2007

By: /s/ Douglas W. Scheving

Name: Douglas W. Scheving

Title: President

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement is entered into by Touchstone Mining Limited (the "Company") and Douglas Scheving ("Purchaser") this 26th day of September, 2007.

WITNESSETH:

WHEREAS, the Company owes the Purchaser \$34,501.73 ("Indebtedness") on demand and does not have the ability to repay such indebtedness;

WHEREAS, the Purchaser is willing to forgive the Indebtedness in exchange for three million shares of the Company's common stock;

NOW, THEREFORE, in consideration of the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally to be bound, agree as follows:

1. Purchase agrees to forgive the Indebtedness of the Company owed to him.
2. The Company agrees to issue to the Purchaser three million shares of its common stock, \$0.00001 par value per share, and to issue him a certificate representing such shares.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Stock Purchase Agreement as of the date first above written.

TOUCHSTONE MINING LIMITED

By: /s/ Douglas Scheving

Douglas Scheving, its President

/s/ Douglas Scheving

Douglas Scheving