DMEA Form 9
Rev. 6/57

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE 10 APR 1958 Idm-E NO._____ DMEA NO. 4803

1184

Application
- [ ] Denied
- [ ] Withdrawn

Contract
- [ ] Terminated - Not Certified
- [ ] Terminated - Certified
- [ ] Cancelled
- [ ] Royalty Agreement

The records contained in this file are marked (x) and arranged in this order:

Folder No. 1:

Left Side

- [ ] Royalty Audits
- [ ] Certification of Discovery
- [x] Closing Letter
- [x] Cost Audits
- [x] Termination Notice or Agreement
- [ ] Recision Notice
- [ ] Assignment of Contract
- [✓] Contract Amendments
- [✓] Contract with all exhibits and annexes
- [✓] Owner's Consent to Lien and Subordination Agreement
- [✓] Application and attachments

Right Side

- [x] Project summary (final)
- [x] Work Completed analysis (final)
- All other material filed in chronological order including the following reports if checked:
- [ ] Field Team Semi-Annual Report for Certified Project
- [x] Final Field Team Report (Tab)
- [x] Operator's Final Report (Tab)
- [x] Interim Field Team Reports
- [x] Operator's monthly reports and all attachments
- [x] On-site Exam Report (Tab)
- [ ] Settlement Sheets
- [ ] Drill Logs

Additional Folders:

Left Side

Folders No._____: Reports
- [ ] Analysis of Semi-Annual Inspection Reports
- [ ] Project Summary (Interim) by DMEA Engineers

Right Side

- [ ] Field Team Semi-Annual Report for Certified Project
- [ ] Field Team Interim Reports
- [ ] Operator's Monthly Reports with transmittal, narrative and maps.

Folders No._____: Maps (Use pocket folder or envelope)

Folders No._____: Settlement Sheets

Folders No._____: Drill Logs

Folders No._____: Royalty material

17963

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
3/18	Anderson	600
3/20	Houk	600
3-20	Chambers	800
3/20	Selfridge	120
		110
3/23	C	220
		600

600

MAR 23 1959

Messrs. Howard Boone, Homer Boone,
Jeter Boone, John Phillips, and
Sam L. Phillips
c/o Sam L. Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-4803 (Mica)
Howard Boone, et al.
Medford Prospect
Upson County, Georgia
Contract No. Idm-E1184

Gentlemen:

Reference is made to your terminated exploration contract with the Government.

We sincerely regret that the work performed did not result in a certification of discovery or development under the provisions of the contract. In the absence of such certification, the Government retains no claim or lien against the property subject to the contract or any future production therefrom. We, therefore, are closing our books and records on this project. Your attention, however, is called to the provisions of the contract which require the operator to keep and preserve certain records for the period indicated.

We appreciate your interest and participation in the DMEA exploration program which has now been succeeded by the Office of Minerals Exploration program.

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

WCAnderson:gad 3/17/59
Copy to: Dir. R. File
Mr. Chambers
Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. H. Lee Medford, Spruce Pine, North Carolina

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
3/18	Anderson	600
3/20	Hook	600
3-20	Alexander	800
3/23	Selfridge	120
		110
		220

600

MAR 23 1959

Mr. H. Lee Medford

Spruce Pine, North Carolina

Re: Docket No. DMEA-4803 (Mica)
Howard Boone, et al.
Medford Prospect
Upson County, Georgia
Contract No. Idm-E1184

Dear Mr. Medford:

Enclosed is a copy of a self-explanatory letter of today to the Operators under the above-cited contract.

This correspondence relates to the Consent to Lien and Subordination Agreement signed by you on November 20, 1957, under the DMEA program which has now been succeeded by the Office of Minerals Exploration program.

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

Enclosure

WCAnderson:gad 3/18/59
Copy to: Dir. R. File
Region V
Mr. Chambers
Mr. Kiilsgaard, USGS
Mr. Dietrich, USBM

8623

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Howard Boone, Homer Boone, Jeter Boone, John Phillips & Sam L. Phillips
c/o Sam L. Phillips
Spruce Pine, North Carolina

pertaining to Exploration Project Contract No. Idm-E1184, DMEA No. 4803, including Amendment No. 1, for April 1958 to August 1958, inclusive, covering a mica project at the Medford Prospect, Upson County, Georgia.

My review included an examination of the Monthly Reports (Forms MF-104) and supporting documents, comparison of the claimed costs with the contract and pertinent schedules, verification of work performed by reference to Field Team reports and correspondence, and a determination of the reasonableness and propriety of the costs.

This review was made in lieu of a final audit of the Operator's accounts and records for the reason that:

All of the costs were under a contract provision for payment by the Government on the basis of fixed unit costs for work performed.

The findings of this review are stated in the following summary:

Total cost billed by Operator		$2,348.40
Exceptions:		
Prior to this review	$ -0-	
Herewith	-0-	-0-
Total acceptable cost		$2,348.40

The contract calls for a 75 percent contribution of the allowable costs by the Government. Therefore, if the project is otherwise accepted as having met the terms of the contract, payments as follows are valid and proper:

Payable on audited claim	$1,761.30
Paid to date	1,480.80
Balance due Operator	$ 280.50

E. D. Talbert

E. D. Talbert, Auditor

September 22, 1958

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

OFFICIAL FILE COPY
DMEA
RECEIVED SEP 22 1958

DATE	INITIALS	CODE
9-22	C	220
		600

September 18, 1958

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region V - Knoxville, Tenn.

Subject: Signed Termination Agreement - DMEA-4803, Idm-E1184(mica)
Sam L. Phillips, Spruce Pine, N.C.
Medford Prospect, Upson County, Georgia.

Transmitted are the Government and Audit copies of the subject termination agreement.

Robert A. Laurence

Government's copy

OFFICIAL FILE COPY
DMEA
RECEIVED SEP 22 1958
DATE | INITIALS | COPY
Appr'd. Sol. Off.

TERMINATION AGREEMENT

It is agreed this 8th day of September, 1958, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government", and Howard Boone, et al., hereinafter called the "Operator", parties to that certain Exploration Project Contract No. Idm-E1184 (Docket No. DMEA-4803), dated April 10, 1958, as amended, hereinafter called the "Contract", that:

1. Effective August 18, 1958, the Contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

2. The Government shall contribute only to the fixed unit costs of work performed prior to said effective date.

3. The Operator shall promptly perform all winding-up and settlement actions provided for in the Contract, including the rendering of the final report and final account.

4. All rights of the Government respecting certification of discovery or development, percentage royalty and liens to secure payment thereof, reports (including preservation of Operator's records), accounts, audits, and the right to recover any overpayment, are hereby preserved.

5. The Operator hereby releases and agrees to save the Government harmless from all claims or demands under or arising out of said Contract, except as otherwise provided in this termination agreement.

IN WITNESS WHEREOF, these parties have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By C. Mittendorf
Administrator, Defense Minerals Exploration Administration

Howard Boone
Howard Boone

Homer Boone
Homer Boone

Jeter Boone
Jeter Boone

John Phillips
John Phillips

Sam P. Phillips
Sam Phillips

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

July 2, 1958

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 7 1958

DATE	INITIALS	CODE
7/7	C	220
7/7	[illegible]	600

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tenn.

Subject: DMEA-4803, Idm-E1184(mica) Howard Boone, et al.
Medford Prospect, Upson County, Georgia.

Enclosed are the Government and Audit copies of Amendment No. 1, signed by all the partners. The other copies have been distributed as usual.

The amendment was mailed to the Operator June 24, and was returned in an envelope bearing a July 1 postmark. The envelope is enclosed.

Robert A. Laurence
Robert A. Laurence
Executive Officer, DMEA
Region V

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines

Government's copy

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 7 1958
DATE
CASE

EXPLORATION PROJECT CONTRACT
HOWARD BOONE, ET AL.
DOCKET NO. DMEA-4803

AMENDMENT NO. 1

It is agreed this 18th day of June, 1958, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Howard Boone, et al., that Exploration Project Contract No. Idm-E1184 (Docket No. DMEA-4803), dated April 10, 1958, is amended effective April 10, 1958, as follows:

In Exhibit "A"

(a) Under Description of the Work, Stage I is revised to read:

"The existing trench, 20 feet by 12 feet, shall be deepened and extended, by bulldozing, to the approximate dimensions of 71 feet by 10 feet by 5 feet. Explore a parallel pegmatite to the southeast by bulldozing a trench approximately 20 feet by 12 feet by 5 feet. The aggregate excavation in the two trenches shall not exceed 178 cubic yards. In addition, clean out the bottom of the trenches by hand, not to exceed 120 cubic feet of excavation."

In Exhibit "A"

(b) Under Fixed Unit Costs, Stage I, change "Hand Trench" to "Hand Cleaning".

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be required to contribute, the amount of any item designated as "maximum" or the fixed unit cost of any item of work.

App'd. Sol. Off.
Anderson
Hart
Chambers
Selfridge
Johnson

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By O. Mitchendorf
Administrator, Defense Minerals
Exploration Administration

Howard Boone (Partner)
Howard Boone

Homer Boone (Partner)
Homer Boone

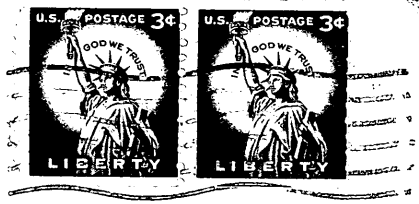
Jeter Boone (Partner)
Jeter Boone

John Phillips (Partner)
John Phillips

Sam L. Phillips (Partner)
Sam L. Phillips

PHILLIPS MICA COMPANY
SPRUCE PINE, N. C.

SPRUCE PINE
JUL 11
2 PM
1958
N. C.



RECEIVED
JUL 2 - 1958
U. S. Coastal Survey

Mr. Robert A. Laurence, Executive Officer
U. M. E. A. Region V
Room 13, Post Office Building
Knoxville 2, Tennessee

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

April 21, 1958

OFFICIAL FILE COPY
DMEA
RECEIVED APR 23 1958

DATE	INITIALS	CODE
4/23	C	220
4/23	B	215
4/25	[illegible]	600

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: Signed Contract - Idm-E1184, DMEA-4803-mica.
Howard Boone, Homer Boone and Jeter Boone and
John and Sam Phillips, c/o Sam Phillips, Spruce Pine, N.C.

Transmitted are two signed copies of the subject contract.

The usual distribution of the other copies has been made by this office.

Robert A. Laurence
Robert A. Laurence
Executive Officer, DMEA
Region V

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines

Government's Co

OFFICIAL FILE COPY
DMEA
RECEIVED APR 23 1958

DATE	INITIALS	CODE

MF-200A
(Rev. April 1956)

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXPLORATION PROJECT CONTRACT
(Short Form)

DMEA No.	*Commodity*	*Contract No. Idm–E*	*County*	*State*
4803	Mica	1184	Upson	Georgia

It is agreed 10 APR 1958, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Howard Boone, Homer Boone, Jeter Boone, John Phillips and Sam L. Phillips, partners

whose mailing address is c/o Sam L. Phillips, Spruce Pine, North Carolina

hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) This contract is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF–200A), the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before MAY 15 1958, and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within 8 months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $6,292.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $4,719.00, in accordance with the provisions of Articles 4 and 5.

(c) The Operator shall not transfer or assign this contract or any right or obligation thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Royalty of 1/8 gross receipts from the sale of minerals, payable to lessor

(b) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached, as follows: Consent to Lien and Subordination Agreement of Lessor

(c) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing

in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

(b) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after certification of discovery or development, to inspect production operations and underground workings. The Operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(a) Operator's records.—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the unit costs thereof.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records, or accounts.

ARTICLE 6. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered a sufficient final report (see Article 5), may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer or as surety if the Operator is not the producer (for example, if the Operator either transfers or fails to retain his interest in the land), shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except,* that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer,* sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling, assaying, or transportation performed or paid by the Operator or by anyone other than the buyer are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent, but excluding fabricating or manufacturing) applied to the crude ore or other production after it is extracted from the ground to put it into a commercially marketable form.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent) after the lapse of six months from the date the ore was extracted from the ground remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value thereof in the form in which and at the time it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

(For instance: the royalty on an amount of five dollars ($5.00) per ton would be one and one-half (1½) percent; on an amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this Article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 7. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *Notices to be given by the Government* may be delivered to the Operator or may be sent by registered mail addressed to the Operator at the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 10. *Changes and added provisions.*—

.....

.....

.....

.....

.....

.....

Long
Sanger
Anderson
Hook
Chambers
Selfridge
Johnson

Executed in sextuplicate the day and year first above written.

Howard Boone (partner)
Howard Boone

Homer Boone (partner)
Homer Boone

Jeter Boone (partner)
Jeter Boone

John Phillips (partner)
John Phillips

Sam L. Phillips (partner)
Sam L. Phillips

THE UNITED STATES OF AMERICA

By C. Mitteudorf
Administrator, Defense Minerals
Exploration Administration

I, ..., certify that I am the ..... secretary of the corporation named as Operator herein; that ....., who signed this contract on behalf of the Operator, was then ..... of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-383069

DMEA
RECEIVED APR 23 1980
DATE | INITIALS | CODE

EXPLORATION PROJECT CONTRACT
HOWARD BOONE ET AL.
DOCKET NO. DMEA-4803

ANNEX I

The land referred to in Article 2 of the Contract is an 8.26-acre tract known as the Medford Prospect in Upson County, Georgia. The Operator is in possession by virtue of a lease, executed November 20, 1957, by H. Lee Medford, wherein the leased area is described as follows:

> "Beginning on an iron stake which is located 50' north of what is known as the Medford Prospect, and running 250' north, thence 300' west, thence 600' south, thence 600' east, thence 600' north, thence 300' west to the point of closing. The southwest corner of this legal description is located north 60° east 2100' from a stake and a colored cemetery, also the southeast corner of this legal description is located north 47° 30 min. east 440' to L. M., an 8" post oak, Wyman Mathis corner. This property is located approximately six miles southeast of Thomaston, Georgia, as recorded in Register of Deeds Office in Upson County, Georgia, Book R at page 731."

A Consent to Lien and Subordination Agreement, executed by the owner, H. Lee Medford, is attached and made a part hereof.

MF-205
(Combines and supersedes MF-201 and MF-203)
June 1956

Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E 1184
Contract Date 10 APR 1958

RECEIVED DEC 16 1957 D.M.E.A.
RECEIVED APR 23 1958 D.M.E.A.
RECEIVED NOV 27 1957 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Upson State of Georgia, described as follows: 2/

Beginning on an iron stake which is located 50' North of what is known as the Medford Prospect, and running 250' North, thence 300' West, thence 600' South, thence 600' East, thence 600' North, thence 300' West to the point of closing. The Southwest corner of this legal description is located North 60° East 2100' from a stake and a colored cemetery, also the Southeast corner of this legal description is located North 47° 30 min. East 440' ~~from~~ to L.M. an 8" post oak, Wyman Mathis corner. This property is located approximately six miles Southeast of Thomaston, Ga. as recorded in Register of Deeds Office in Upson Co., Ga. Book R at page 731.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

None

1/ Mining or production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in Book _____, Page _____, official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this 20 day of November, 1957.

H Lee Medford	[Seal]	Spruce Pine, N.C.	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ [Corporate Seal]

DMEA
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CODE

EXPLORATION PROJECT CONTRACT
HOWARD BOONE, ET. AL.
DOCKET NO. DMEA-4803

EXHIBIT A

Description of the Work

Exploration for concentrations of strategic mica shall be performed in the area indicated on the map entitled "Medford Prospect, Upson County, Georgia, DMEA-4803 (mica)" attached and made a part hereof. The work is divided into two stages. The Operator shall complete Stage I, and shall perform as much of the Stage II work as is approved in writing and in advance by the Government.

Stage I

Bulldoze a trench approximately 80 feet long by 12 feet wide by 5 feet deep, aggregating not more than 178 cubic yards of excavation, to crosscut the pegmatite to the south of the present exposure of same. In addition to the bulldozer trenching, excavate two hand trenches each approximately 30 feet long by 2 feet wide by 1 foot deep, aggregating not more than 120 cubic feet of excavation.

Stage II

1. Construct:

(a) A toolhouse, minimum dimensions 7 feet by 8 feet by 10 feet.

(b) A powder storage magazine, minimum dimensions 4 feet by 3 feet by $2\frac{1}{2}$ feet.

(c) An exploder storage magazine, minimum dimensions 2 feet by $1\frac{1}{2}$ feet by 1 foot.

The toolhouse may be unfloored; shall be made from unfinished lumber, with protective roof covering; and shall be equipped with lock and key.

The powder and exploder magazines shall be boxed on all sides; shall be made from 2-inch hardwood or 3-inch softwood lumber; and shall be braced at the corners. No metal shall be exposed; and the doors shall be equipped with the equivalent of a 5-tumbler jarproof lock.

2. Sink a vertical or inclined two-compartment shaft, not to exceed 60 feet in depth, at a site approved by the Government and at a point selected after a study of the results of Stage I work.

3. Explore the pegmatite by driving from or near the bottom of the shaft not more than 100 feet of drifts and/or crosscuts.

The shaft and the drifts and/or crosscuts shall be timbered as necessary and shall have minimum cross-sectional dimensions of 5 feet by 7 feet in the clear of timber.

All work shall be performed on the pegmatite or in as close proximity thereto as possible.

The location, inclination, direction, and extent of all work are subject to approval by the Government.

Fixed Unit Costs

Stage I

Excavate bulldozer trench, 178 cubic yards @ $0.30/cu. yd. (round to)	$53.00	
Hand trench, 120 cubic feet @ $0.20/cu. ft.	24.00	$77.00

Stage II

1. Construct:	Toolhouse 1/	$75.00	
	Powder magazine 1/	25.00	
	Exploder magazine 1/	15.00	$115.00

2. Sink shaft 60 feet @ $45.00/ft.	$2,700.00	
3. Drift and/or crosscut 100 feet @ $34.00/ft.	3,400.00	
Estimated total cost stage II		$6,215.00

S U M M A R Y

Estimated total cost Stage I	$77.00	
Estimated total cost Stage II	$6,215.00	
Estimated total cost of the Project		$6,292.00
Government participation at 75%		$4,719.00

1/ The completed work constitutes the unit.

Form MF-103
Revised Feb. 1957

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1035.3
Approval expires June 30, 1958

APPLICATION FOR AID IN AN EXPLORATION PROJECT

PURSUANT TO DMEA ORDER I, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

NAME OF APPLICANT (Full legal name and mailing address as it should appear on contract if one is executed)

Howard Boone
Route 3, Bakersville, N.C.

c/o Sam L. Phillips
Spruce Pine, N.C.

RECEIVED JUL 31 1957 DMEA

APPLICANT NOT TO USE THIS BLOCK

Docket Number: 4803
Date Received: 7/31/57
Government Participation %:
Region: V
Division Code: 600

BUSINESS ORGANIZATION (Check one)

- Individual [ ]
- Corporation [ ]
- Partnership [x]
- Other (Specify) [ ]

State in which firm is organized: N.C.

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

Name	Address	Title
Howard Boone	Route #3, Bakersville, N.C.	Partner
Homer Boone	Route #3, Bakersville, N.C.	Partner
Jeter Boone	Route #3, Bakersville, N.C.	Partner
John Phillips	Spruce Pine, N.C.	Partner
Sam Phillips	Spruce Pine, N.C.	Partner

Mineral(s) for which you wish to explore: Mica

Estimated Cost of Project: $7400.00

LOCATION OF PROPERTY

Name	County	State
Medford Prospect	Upson	Georgia

GENERAL INSTRUCTIONS

Before filling out this application, please read DMEA Order-I, Amended, "Government Aid in Defense Exploration Projects." To assure prompt action, your application must provide all applicable material and information specified on the back of this application form. Avoid unnecessary correspondence and delays by submitting complete and accurate information. *Please submit four copies of this application and all accompanying papers* except as otherwise noted. Place your name and address on each sheet. Each item of information, maps, and reports required as a part of this application is described on the back of this form. Identify each attached statement by the item number to which it applies. If an item does not apply to your application, show the item number on your statement and after it write "not applicable." Maps or sketches should be used to supplement narrative descriptions of the property location and boundaries in item 1, existing mine workings and geology in item 2, and the proposed exploration project in item 4. When this information is not too complex, all of it may be shown on one map or sketch. All documents and other attachments submitted as a part of this application, except those in item 2(g) which you mark to be returned, become the property of the Government and will not be returned to the applicant. Send true copies, *not originals*, of leases, contracts, and other documents which are an essential part of your business records. *File this application with the Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest DMEA Field Office.*

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief.

7-29-57
Dated

Howard Boone
BY *(Signature)*

Partner
Title

A wilfully false statement or certification to any Department or Agency of the United States Government is a criminal offense. U. S. Code, Title 18, Sec. 1001.

INFORMATION REQUIRED WITH THIS APPLICATION

1. *Applicant's Property Rights:*

(a) State the legal description (section, township, and range; metes and bounds; patent number of claims) of the land upon which you wish to explore and all land adjacent to the proposed project area which you own or control. Describe any part of the project land or workings which should not be subject to Government lien for royalty payments. If the land consists of unpatented claims, state the book and page number for each recorded location notice, including amended locations, and the place where recorded (courthouse, recorder's office, county, and state).

(b) State all the names by which you know the property.

(c) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise. If you are not the owner, submit with this application one exact copy of the lease, contract, or other document (with address of owner) under which you control the property.

(d) Describe all liens, mortgages, or other encumbrances on the property.

2. *Physical Description:*

(a) Describe in detail and illustrate with maps or sketches all mining or exploration operations which you know have been or are being conducted upon the lands, including existing mine workings. Describe all production facilities.

(b) State your interest, if any, in operations stated in 2*(a)*.

(c) State, as far as you know, the past and current production, supporting your statement with copies of settlement sheets, mine records, or published data if available.

(d) Describe known ore reserves on the property giving quantities and grades and sampling methods used, supporting your statement with copies of assay certificates and assay maps if available.

(e) Describe by narrative and maps or sketches the geologic features of the property, including ore minerals, geologic formations if known, and type of deposit (vein, bedded, etc.).

(f) State your reasons for expecting to find ore, and if you have sampled the area you propose to explore, show where the samples were taken, describe sampling methods used, and provide copies of assay certificates.

(g) Send with your application at least *two* copies of all geologic or engineering reports, assay maps, or technologic information which you may have, indicating on each whether you require its return to you.

3. *Accessibility of Project:*

(a) To aid DMEA representatives who may be required to examine the property, state the name and address of the person who will meet the DMEA representative; give directions for reaching the property; and describe accessibility of the property including the mine workings.

(b) Name the shipping and supply points and places where employees reside and state the distances between them and the property.

4. *The Exploration Project:*

(a) Describe fully the proposed exploration project giving individual footages and sizes of openings *for each item of work.* Use narrative, maps, plans, and longitudinal and cross sections as necessary. Show the location of the proposed work as related to geologic features such as veins, ore-bearing beds, contacts of rock formations, etc. Show also the relation of the proposed work to any existing mine workings and to *property boundaries* or to the closest identifiable corner.

(b) If an access road to the project must be built, show the location on the property map and state the length, type, and construction methods proposed.

(c) In the event that an exploration contract with DMEA is executed, how soon will the work start and how many months will be required to complete it? State your anticipated average daily or monthly rate of progress for each type of work.

5. *Experience:*

State your operating experience and background with relation to your ability to carry out this exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of Costs:*

Furnish detailed estimates of the costs *for each item of the work proposed in 4(a)* under the headings listed below with a total for each heading and the estimated total cost of the project. Costs for any work to be performed by an independent contractor should be shown separately under category *(a)* below. Costs for any work that is not to be performed by an independent contractor should be given in detail under categories *(b)* through *(g)*.

(a) Independent contracts. State the cost of any proposed independent contract for the performance of all or any part of the work, expressed in units of work, such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved. Cost estimates should be supported by bids from three contractors if possible. *(Note* – If none of the work is to be contracted, write "none" after this item.)

(b) Personal services. For necessary supervision, engineering and geological services, and labor, include an itemized schedule of numbers, classes, rates of wages, salaries or fees, and periods of employment. State whether these technicians and employees are available.

(c) Operating materials and supplies. List items of material and supplies with their cost. Include under this heading power, water, and fuel, and units of equipment and tools costing less than $50 each.

(d) Operating equipment. List items of operating equipment to be used giving specifications and indicating how each item is to be acquired – i.e., rented, purchased, or provided by the applicant. If it is rented or purchased, state the estimated rental or purchase price. If it is to be furnished by the applicant, give its present fair market value.

(e) Initial rehabilitation and repairs. Describe the type and the cost of necessary *initial* rehabilitation or repair of existing buildings, fixtures, installations (exclusive of mine workings), and movable operating equipment now owned by the applicant, which will be used on the exploration project.

(f) New buildings, fixtures, installations. Describe each building, fixed improvement, and installation to be purchased, constructed, or installed for the exploration project stating specifications and cost including labor, materials and supervision.

(g) Miscellaneous. For the operating equipment listed in 6*(d)*, describe the type and estimate the cost of repairs and maintenance expected during project operations. Do not repeat initial repairs listed in 6*(e)*. Show also the costs of analytical work, accounting, workmen's compensation and employees' liability insurance, payroll taxes, and other required costs that do not fall within the previous categories.

Note – No items of general overhead, corporate management, interest, taxes (other than payroll and sales taxes), or any other indirect costs, or work performed or costs incurred before the date of the contract, should be included in the estimate of costs.

7. *(a)* State whether you are prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation stated in Sec. 7 of DMEA Order–I, Amended.

(b) Explain to what extent you propose to furnish your share of the costs by providing money, by use of equipment owned by you, or otherwise.

* * * * *

INT.-DUP. SEC., WASH., D.C. 15539

Mf-103 (Continuation Sheet)

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 31 1957

DATE	INITIALS	CODE

1. (a) Description on lease.

   (b) Prospect will be known as Medford Prospect.

   (c) Lessee

   (d) No lien.

2. (a) This is a new prospect, no previous operations.

   (b) No previous operations.

   (c) No past production.

   (d) There appears to be a significant amount of strategic grade mica in vein material.

   (e) Pegmatite vein.

   (f) There is an out-cropping of vein on the surface, and we believe with exploration work good quality ruby mica will be recovered.

3. (a) We propose to bulldoze road access to mine, and Howard Boome will meet the DMEA representatives.

   (b) We propose to bulldoze road access, manpower, equipment and supplies are available.

4. (a) We propose to bulldoze road access, and remove overburden to best locate shaft site, then sink a 5' X 7' shaft to a depth of 60' and drift a distance of 100' with vein.

   (b) 250' length of road access to be bulldozed.

   (c) Work can begin within 15 days after contract is received, and project can be completed within 6 months.

5. Now on file with D.M.E.A.

6. Estimated Cost of Project:

40 hours bulldozing @ $10.00 per hr.	$ 400.00
60' Shaft @ $50.00 per foot	3000.00
100' Drift @ $40.00 per foot	4000.00
Total estimated cost of project:	$ 7400.00

7. (a) Will share cost of proposed project.

   (b) Money and equipment.

DMEA Form 1

DEFENSE MINERALS EXPLORATION ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMEA Docket No. 4803

DO NOT DETACH THIS SLIP

Action on this document is recorded and controlled in the Docket, Mails and Files Branch. Any movement of this document between divisions or offices in DMEA or movement outside DMEA must be recorded in the Docket, Mails and Files Branch, and therefore, the document must be routed through that Branch.

Copies sent to:

USGS & BM & REG. V

Routing Slip

To:	600	Date	7/31/57
To:	Anderson	Date	7/31/57
To:	120	Date	8-5-57
To:	110	Date	8-5-57
To:	100	Date	8-5-57
To:	225	Date	8-5-57
To:	130	Date	11-4-57
To:	110	Date	11-6-57
To:	225	Date	11-6-57
To:	130	Date	11-26-57
To:	110	Date	11-27-57
To:	600	Date	11-27-57
To:	130	Date	11-29-57
To:	110	Date	11-29-57
To:	100	Date	11-29-57
	225		11-29-57
	120		1-10-58
	110		1-10-58
	220		1-15-58
	130		4-9-58
	110		4-9-58
	100		4-9-58

DO NOT DETACH

CONTROLLED DOCUMENT

MINING LEASE

State of North Carolina Mitchell County:

This indenture made this 20th day of November, 1957, 195X,

between H. Lee Medford

of Mitchell County and State of North Carolina as party of the first part, and known

as lessor, and Howard Boone

of Mitchell County and State of North Carolina, party of the second part and known

as lessee.

WITNESSETH, That the part of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written to wit: Beginning on an iron stake which is located 50' North of what is known as the Medford Prospect, and running 250' North, thence 300' West, thence 600' South, thence 600' East, thence 600' North, thence 300' West to the point of closing. The Southwest corner of this legal description is located North 60° East 2100' from a stake and a colored cemetery, also the Southeast corner of this legal description is located North 47° 30 Min. East 440' ~~from~~ to L.m. an 8" post oak, Wyman Mathis corner. This property is located approximately six miles Southeast of Thomaston, Ga., as recorded in Register of Deeds Office in Upson County, Ga. Book R at page 731.

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the condition of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operatins during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have the right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said part of the first part, or his or their heirs or assigns, a rental royalty of 1/8 Royalty (One-Eighth) on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the party of the first part or by the continuation of any mining operations then being conducted. The lessor reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real estate described and set forth in this lease for a total purchase price of _____, said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of two years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessor. The lessee agrees that during the period of this lease or the continuance of this lease work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

WITNESS our hands and seals the day and year first above written.

Witness:

Kenneth R McKinney
Notary Public
Commission expires - 8/29/59

H Lee Medford (Seal)

_____ (Seal)

_____ (Seal)

MINING LEASE

State of North Carolina Mitchell County:

This indenture made this 29th day of July, 1957, 1958,

between H. Lee Medford

of Mitchell County and State of North Carolina, as party of the first part, and known as lessor, and Howard Boone

of Mitchell County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the part of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written to wit:

Beginning on an iron stake in the center ~~of~~ what is known as the Medford Prospect, which is located North 26° West 1376' to a corner in a property line between Lee Medford, and W.L. Brown, and running North 300'; thence East 300'; thence South 600'; thence West 600'; thence North 600'; thence East 300' to a point of closing.

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the condition of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operatins during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have the right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said part of the first part, or his or their heirs or assigns, a rental royalty of 1/8 Royalty.

on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the party of the first part or by the continuation of any mining operations then being conducted. The lessor reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real estate described and set forth in this lease for a total purchase price of _____, said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of two years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessor. The lessee agrees that during the period of this lease or the continuance of this lease work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

WITNESS our hands and seals the day and year first above written.

Witness: Leon Peterson

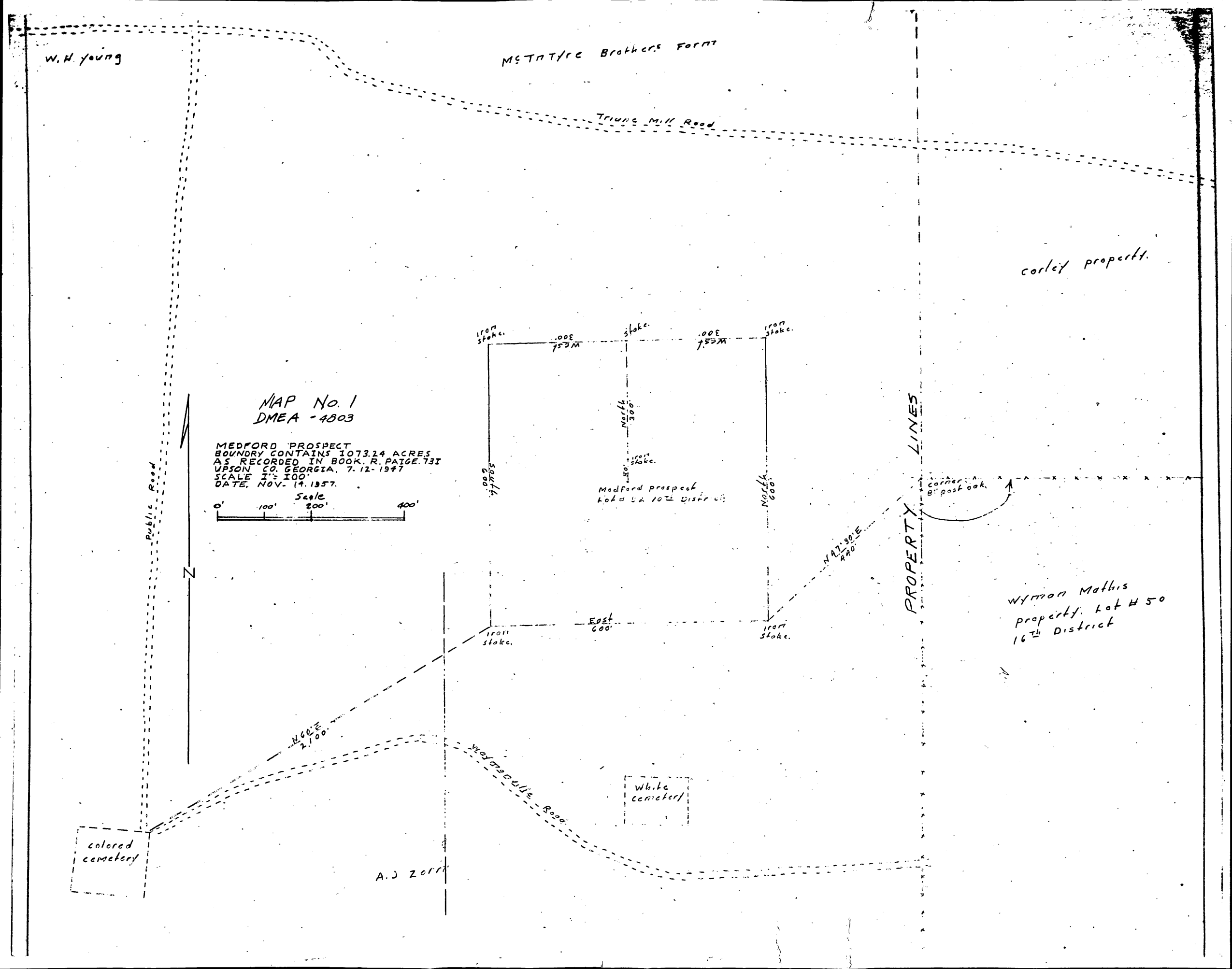
M Con 3 2 85

H. Lee Medford (Seal)

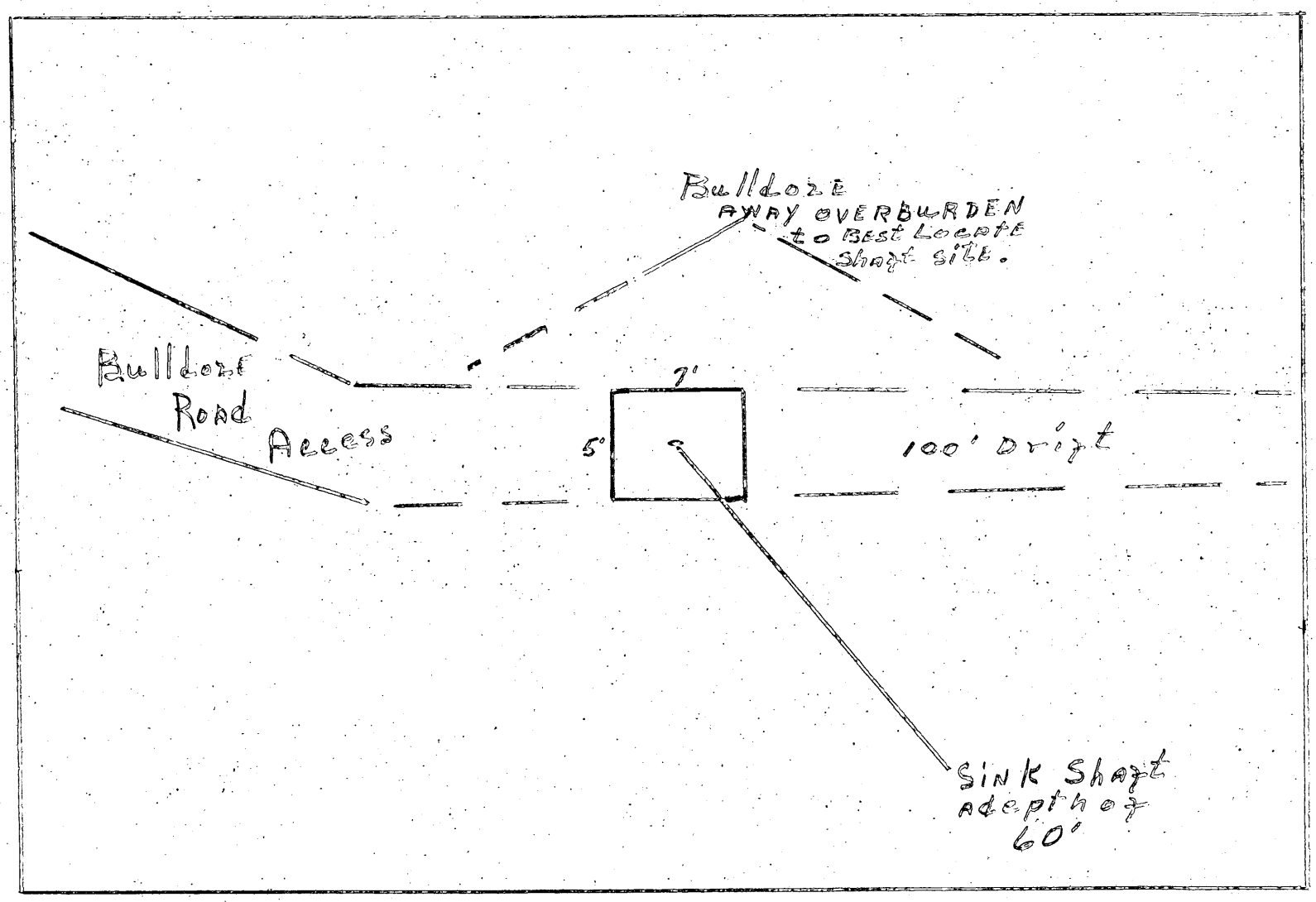
(Seal)

(Seal)

RECEIVED JUL 31 1957 D.M.E.A.


W. H. Young
McIntyre Brothers Farm
Triune Mill Road
Corley property
MAP No. 1
DMEA - 4803
MEDFORD PROSPECT
BOUNDRY CONTAINS 1073.24 ACRES
AS RECORDED IN BOOK. R. PAIGE. 731
UPSON CO. GEORGIA. 7-12-1947
SCALE 1" = 100'
DATE. NOV- 14. 1957.
Scale
0' 100' 200' 400'
Public Road
N
iron stake.
300' West
stake.
300' East
iron stake.
North 300'
iron stake.
South 600'
Medford prospect
lot # 50 16th District
North 600'
corner
8" post oak.
LINES
PROPERTY
N 47° 30' E
440'
Wymon Mathis
property. Lot # 50
16th District
iron stake.
East 600'
iron stake.
N 60° E
2,100'
Waycrosville Road
White cemetery
colored cemetery
A. J. Zorn

Medford Prospect
Upston County, Georgia



SCALE 1" = 10 Chains

The plot is an accurate representation of the Sidney K. Barron Estate, purchased by T.A. Perdue and being located as shown in the 10th land district and the 16th. land district in Upson County, in the State of Ga. Beginning at the S.W.Corner of Lot No. 85 in the 10th. district and runs:

STA.	BEARING	DIST.
(1)	N. 1*00'W.	40.33 chs.
(2)	S.85*30'E.	4.65
(3)	N.89*30'E.	1.20
(4)	N.62*15'E.	2.00
(5)	N.76*00'E.	2.00
(6)	N.54*30'E.	1.80
(7)	N.65*15'E.	.85
(8)	N.53*00'E.	2.46
(9)	N.61*00'E.	3.29
(10)	S.69*00'E.	3.16
(11)	S.77*45'E.	2.25
(12)	N.80*00'E.	2.00
(13)	N.64*00'E.	.95
(14)	N.76*00'E.	.28 chs.
(15)	N.1*45'E.	45.18
(16)	N.89*00'E.	56.11
(17)	S.1*00'E.	31.75
(18)	S.77*00'E.	3.20
(19)	S.68*30'E.	2.00
(20)	S.75*30'E.	3.77
(21)	S.88*15'E.	2.22
(22)	N.72*15'E.	2.39
(23)	N.88*30'E.	20.07
(24)	S.50*45'E.	1.60
(25)	S.35*00'E.	6.23
(26)	S.40*00'E.	2.86
(27)	S.65*00'E.	1.25 chs.
(28)	S.46*45'E.	1.38
(29)	S.70*00'E.	.95
(30)	S.75*30'E.	.72
(31)	S.1*00'E.	31.78
(32)	S.53*45'W.	2.70
(33)	S.37*45'W.	2.83
(34)	S.29*45'W.	7.53
(35)	S.47*30'W.	2.00
(36)	S.33*00'W.	2.22
(37)	S.88*45'W.	28.92
(38)	S. 1*15'E.	26.50
(39)	S.88*45'W.	6.08
(40)	S.1*15'E.	35.10
(41)	S.44*15'W.	2.23
(42)	S. 2*30'W.	.97
(43)	S.14*45'E.	2.07
(44)	S. 4*30'E.	1.76
(45)	S.4*30W.	.92
(46)	S.18*00'W.	1.94
(47)	S.88*45'W.	16.04
(48)	N. 1*15'W	47.64
(49)	N.83*00'W.	43.65
(50)	N. 1*15'W.	16.30
(51)	S.88*45'W.	19.70 TO THE POINT OF BEG.

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
3/18	Anderson	600
	Hab	

600

Project Summary Report

By: Walter C. Anderson March 17, 1959

1. Docket No. DMEA-4803-Mica
Contract No. Idm-E1184
Medford Prospect
Upson County, Georgia

Application: Form MF-103 (February, 1957) received July 31, 1957.
Work proposed by Applicants:

40 hrs. bulldozing @ $10/hr.	$400.00
60 ft. of shaft @ $50/ft.	3,000.00
100 ft. of drift @ $40/ft.	4,000.00
Estimated cost of project	$7,400.00

Operators: Howard Boone, Homer Boone, Jeter Boone, John Phillips, and Sam L. Phillips, partners
c/o Sam L. Phillips
Spruce Pine, North Carolina

Operators' property rights: Five year mining lease on the H. Lee Medford property, consisting of 8.28 acres, dated November 20, 1957. Consent to Lien and Subordination Agreement, dated November 20, 1957.

2. Contract: Form MF-200A(April, 1956) dated April 10, 1958.
Work authorized:

Bulldozer trench - 178 cu.yds @ $0.30/cu.yd.	$53.00
Hand trench - 120 cu.ft. @ $0.20/cu.ft.	24.00
Construction - toolhouse, powder and exploder magazines	115.00
60 ft. of shaft @ $45/ft.	2,700.00
100 ft. of drifts and/or crosscuts @ $34/ft.	3,400.00
Estimated total cost of project	$6,292.00
Government participation @ 75%	$4,719.00

Note: This project divided into two stages. Stage I consisting of trenching, the remainder Stage II.

Amendments: No. 1 - changed the dimensions of trenching. (Dated June 18, 1958)

8623

Work completed:

Construction - toolhouse, powder and exploder magazines	$115.00
Bulldozer trench - 178 cu.yds. @ $0.30/cu.yd.	53.00
Hand trench - 32 cu.ft. @ $0.20/cu.ft.	6.40
40 ft. of shaft @ $45/ft.	1,800.00
11 ft. of drift @ $34/ft.	374.00
Total accepted cost	$2,348.40
Government participation @ 75%	$1,761.30

Work under the two stage contract started April 21, 1958, and was terminated by mutual agreement on August 18, 1958. Field Team final report received November 6, 1958. Operators' final report received September 15, 1958. No equipment purchased under the contract. Production during project amounted to 600 pounds of mine-run mica valued at $180.00, for which the Government received a royalty of $9.00.

3. Audit - Report of Review issued September 22, 1958

Total accepted cost	$2,348.40
Government participation	$1,761.30

4. Certification of discovery - none issued.
   No mica reserves were outlined.

5. Comments:

   How conducted: All of the work in which the Government participated was acceptable.
   Operation: The work was performed swiftly and well.
   Engineering: Reporting by Operators was acceptable.
   Geological premise: The work proved that the pegmatite did not have structural continuity as indicated by the excellent mineral environment exposed by preliminary bulldozing.
   Geological criteria upon which work was based:

   1. Pegmatite: A series of four steeply inclined, mica-rich pegmatites appearing to coalesce into one larger pegmatite. Aggregate thickness 20 feet exposed for 40 feet along strike. Composed of discontinuous perthite core, minor quartz, fine-grained plagioclase and seriate. Concordantly emplaced in fine-grained quartz-biotite muscovite gneiss and schist, with some feldspathic alteration gneiss. sericite
   2. Mica: Light clear brown color, very flat, minor amount of ruling, cracking, and fine quartz and other mineral intergrowths.

Criteria developed during project:

1. Pegmatite: Tadpole shaped in the surface exposure and roughly tabular in vertical section. About 40 ft. long, 10 to 11 ft. wide at one end and tapering to one foot at other end. Poorly zoned mixture of medium-to-coarse-grained plagioclase, perthite, quartz, muscovite, and biotite. Down to 18 ft. in depth contains only 1% mica, below this level only scrap mica was found. Concordant to the foliation of mica schist country rock.
2. Mica: The little mica recovered was of good quality, very flat, hard and free splitting, somewhat clay stained.

Future possibilities: None. Only one mica "shoot" was discovered, which had been largely mined out.

Recommendations:

The Division of Nonmetallic Minerals concurs in the Field Team's recommendation not to certify.

WCAnderson:gad 3/17/59
Copy to: Dir. R. File

☑ Audited 9/22/58

☐ Certified

Name Howard Boone, et al

State Georgia

WORK ANALYSIS SHEET - DMEA PROJECT

Analysis as of 10/13/58

Incl. Voucher for Aug, 58

Commodity Mica

☐ Actual Cost

☑ Agreed Unit Costs

Docket No. 4803

Idm-E No. 1184

OPERATION	AUTHORIZED Units	AUTHORIZED Cost	COMPLETED Units	COMPLETED Cost	NET COST
Drifting & Crosscutting	100 Ft.	3400.00	11	$374.00	374.00
Raising					
Shafts	60 Ft.	2,700.00	40	1800.00	1800.00
Winzes					
Drilling (Specify)					
Surface Excavation 178 C.yd. Bulldozer trench @ $0.30/c.yd. 120 C.Ft hand trench @ $0.20/c.ft.		77.00		59.40	59.40
Underground Excavation					
Roads and Trails					
Operating Equipment Purchased					
Surface Rehabilitation & Repairs					
Underground Rehabilitation					
ew Building, Improvements, etc.		115.00		115.00	115.00
her (Specify)					
Totals		6,292.00		$ 2,348.40	2,348.40

Prepared by Walter C. Anderson

71626

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
ROOM 2-B POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED JAN 23 1959		
DATE	INITIALS	CODE
1/23	C	220
		600

January 21, 1959

Memorandum

To: Helen Miller, Certifying Officer, Norris, Tennessee

From: Executive Officer, OME - Region V - Knoxville, Tenn.

Subject: Royalty Payment : DMEA-4534, Idm-E1106-mica
Taylor Prospect, Hart County, Ga.
and
DMEA-4803, Idm-E1184-mica
Medford Prospect, Upson County, Ga.

Attached are two final settlement sheet for hand cobbed mica sold by the Arthur Mining Company in the amount of $2,473.50 and their check no.991, dated January 19, 1959 for 5% royalty in the amount of $123.67.

Six hundred pounds of the 4420 pounds sold in Lot No. SPBR-42, on Sept. 5, 1958 came from the Medford Prospect, DMEA-4803, Idm-E1184 and as the mica brought $600 per ton the value of the Medford mica is $180. The royalty due the Government on this amount at 5% is $9.00.

Therefore $9.00 of this check should be credited to the Medford Prospect, DMEA-4803, Idm-E1184; and the balance of $114.67 to DMEA-4534, Idm-E1106, Taylor Prospect.

Robert A. Laurence

WAB/sm
cc
[illegible] 2

DMEA FORM 6 REFERENCE SLIP

REV. 12-56 DEFENSE MINERALS EXPLORATION ADMINISTRATION

TO:	INITIALS	DATE
1. ~~Operating Committee~~	~~RAL~~	~~12-1~~
2. 600		
3.		
4.		
5.		
FROM:		

FOR: Check items for action desired

____ Action ____ Reply for signature of _____

____ Approval ____ Investigate ____ Surname

✓ Comment ____ Recommendations ____ Signature

____ Conference ____ Rewrite ✓ File

____ Instructions Your information

REMARKS:

Refer to our letters to Homer Boone, Nov. 4 + 25.

DMEA-4803

INT.-DUP. SEC., WASH., D.C. M8278

OFFICIAL FILE COPY
O. M. E.
RECEIVED DEC 5 1958

DATE	INITIALS	CODE
12/5	C	220
		600

Spruce Pine, North Carolina
November 26, 1958

Mr. Robert A. Laurence, Executive Officer
D.M.E.A., Region V
Room 13, Post Office Building
Knoxville 2, Tennessee

Dear Mr. Lawrence:

Re: DMEA-4803, Idm-E1184-mica
Medford Prospect
Upson County, Georgia

With reference to your letter dated November 25, 1958. I'm sorry about the error made in our letter of November 21. The Medford Mica was sold with sale dated September 5, 1958 for 4420,00 pounds of block mica, inital payment $488.88. We have not received the final settlement for this sale, as soon as we do we will pay the 5% royalty due the Government.

Sincerely yours,

Howard Boone

Howard Boone

Enclosures - Copy of Inc -
H/bjg

RECEIVED
NOV 28 1958
U. S. Geological Survey
Geologic Division
Knoxville, Tenn.

RAL/zm

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
ROOM 2-B POST OFFICE BLDG.
KNOXVILLE 2, TENN.

cc: Opr. Com.
Lynch
Files

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 28 1958

DATE	INITIALS	
11-28	C	326
		Lee

November 25, 1958

Mr. Howard Boone
c/o Sam L. Phillips
Spruce Pine, N.C.

Re: DMEA-4803, Idm-E1184-mica
Medford Prospect
Upson County, Georgia

Dear Mr. Boone:

Your letter of November 21, unfortunately, does not provide the information needed to properly allocate royalty payments received from the Medford and Taylor mines.

Your monthly reports indicate that 350 pounds of mica was recovered in June, and another 250 pounds in July; your final report, dated September 12, states that this 600 pounds was sold to the Government in the block with Taylor mica. However, the August 21 sale to which you refer in your letter was only 161.97 pounds, sold as full trim. The only "B" program sales from the Taylor, after signing of the Medford contract, for which we have records are dated April 21, May 23, June 13 and June 30. We have no record of a "B" program sale which could have included this Medford mica.

What we need to know, in order to clarify our records, is:

1) price per pound received for the 600 pounds of Medford mica.

2) Lot and acceptance numbers, as well as date of sale of the Taylor sale which included the Medford mica. The number in your November 21 letter (DMS-4-1882-A) is your certificate authorization number and, as it appears on most of your settlemant sheets it does not identify any particular sale.

Please send the required data at your earliest convenience.

Sincerely yours,

Robert A. Laurence
Executive Officer, OME
Field TEam, R gion V

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 19 1958

	INITIALS	CODE
11/19	C	220
11/19	[illegible]	600

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

November 18, 1958

~~Memorandum~~

To: Nonmetallic Minerals Division
Office of Minerals Exploration

From: Acting Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA 4803 (mica)

Applicant: Howard Boone (Sam L. Phillips)

Name and Location of Property: Medford Prospect

Contract Number: Idm-E 1184

Date of Field Team Final Report: November 4, 1958

Date Rec'd by Br. of Ceramic & Fertilizer Materials: November 10, 1958

Field Team Recommendation: Recommend that no certification be made.

Comments: 1. Under a two-stage contract, work, consisting of bulldozing, 40 feet of shaft sinking and 11 feet of drifting, was completed.

2. Six hundred pounds of mine run mica were recovered during shaft sinking.

3. The pegmatite became fine grained and mica concentration ceased at the 18 foot level.

4. Expenditures -

Total approved	$6,292.00
Total cost	2,348.40
Gov't. share of the cost	1,761.30
Value of production during operation	180.00
Royalty paid	9.00

Recommendation:

I concur with the recommendation of the field team that no certification be made.

Donald R Irving

Donald R. Irving

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
ROOM 2-B POST OFFICE BLDG.
KNOXVILLE 2, TENN.

ORIGINAL FILE COPY
RECEIVED NOV 6 1958

DATE	INITIALS	CODE
11/6	C	220
	esf	130
	DEF	110
11/6		130
	esf	220
11/18	Hout	600

Memorandum

To: Operating Committee, OME - Washington, D. C.

From: OME - Field Team, Region V - Knoxville, Tennessee

Subject: Final Report - DMEA-4803, Idm-E1184-mica. Sam L. Phillips, Operator. Medford Prospect, Upson County, Georgia.

Transmitted are the original and two copies of the Field Team final report on the subject contract.

The Field Team concurs with the recommendation of the Field Examiners that certification is not justified by the finding of the exploration work.

Robert A. Laurence
Robert A. Laurence
Executive Officer, OME
Field Team, Region V

Wm. A. Beck
Wm. A. Beck, for V. J. Lynch
Member, Bureau of Mines (OME)

Reviewed by
OME OPERATING COMMITTEE
11/14/58
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

OFFICE OF MINERALS EXPLORATION

Field Team Final Rpt.

FINAL REPORT

DMEA FIELD TEAM, REGION V

DMEA-4803, Idm-E1184 (mica) MEDFORD PROSPECT
Upson County, Georgia

F. G. Lesure, Geologist
Geological Survey (OME)

and

E. A. Feitler, Mining Engineer
Bureau of Mines, (OME)

November 4, 1958

Received by
OME OPERATIONS [illegible]
11/14/58
(date)

DMEA EXPLORATION PROJECT

FINAL REPORT

DMEA-4803, MEDFORD PROSPECT
Upson County, Georgia
(mica)

Operator: Howard Boone, et al. Spruce Pine, North Carolina

Summary

The Medford pegmatite was explored under a two-stage contract. Stage I bulldozing outlined a tadpole-shaped pegmatite 40 feet long and 10 to 11 feet wide at its widest end. The pegmatite trends northeast, dips steeply northwest, and plunges steeply southwest.

During Stage II a vertical shaft was sunk 40 feet on a mica-rich area in the wide end. The mica concentration ceased at the 18-foot level and an 11-foot drift at the 40-foot level indicated that the pegmatite was finer grained and contained no strategic mica. About 600 pounds of mine-run muscovite was recovered during shaft sinking, but no reserves were outlined. We recommend that no certification be made. No further exploration is warranted.

Introduction

Location: The Medford prospect is on the north bank of a short east-flowing tributary to Tobler Creek, 7 miles S52°W of the center of Yatesville, Upson County, Georgia (Yatesville, Ga., quad., U.S.G.S. 1:62,500). The prospect area is 0.3 mile southeast of the old Barron mine and about 0.3 mile north of the Waymansville road. A rough logging road to the mine leads north from the Waymansville road about 0.2 mile east of the Walkerfield road intersection.

History: The only extensive work at the Medford prospect consisted of a single bulldozer cut about 40 feet long and 12-feet

wide in a cleared area 75 feet in diameter. This work was done by H. Lee Medford in June 1957. About 300 to 400 pounds of mine-run muscovite was recovered. Several old hand-dug prospect pits north and west of the bulldozer cut indicate some previous prospecting.

Contract Work

Work under the two-stage contract Idm-E1184, DMEA-4803, was started April 21, 1958 and terminated August 18, 1958. Stage I bulldozing consisted of 202 cubic yards in two trenches, 24-cubic yards at the Operator's expense. The existing trench 20' x 12', trending southwest was deepened 3 feet and was extended along strike 71 feet, 10 feet wide, and 5 feet deep; the other trending southeast was 20 feet long, 12 feet wide, and 5 feet deep. Hand cleaning along the contacts in the trenches amounted to 32-cubic feet. A shaft site was picked near the north end of the long trench. A toolhouse, powder magazine, and exploder magazine were built. A vertical shaft was sunk 40 feet along the footwall of the pegmatite. At the 40-foot level a drift was driven 11 feet, to the northwest intersecting the hanging wall of the pegmatite. No mica was recovered below the 18-foot level in the shaft and the pegmatite at the drift level appeared unfavorable for the presence of significant amounts of strategic mica. The project was therefore terminated.

The Operator preformed all the work quickly and well. Water problems in the shaft slowed work at first. An electric power

line was brought in by the Operator approximately 1000 feet from the Waymansville road, and an electric pump was used continuously.

Geology

The Medford pegmatite body is tadpole-shaped in the surface exposure and roughly tabular in vertical section. It trends northeast, dips steeply northwest, and plunges steeply southwest. It is approximately concordant to the foliation of the mica schist country rock as are the smaller pegmatite lenses exposed nearby.

The target pegmatite is 40 feet long. It is 10 to 11 feet wide in the north half but tapers to 1 foot at the south end. It is a poorly zoned mixture of medium-to-coarse-grained plagioclase, perthite, quartz, muscovite, and biotite. It is coarser grained in the wide northern half, where the shaft was sunk and where strategic mica was found during the bulldozing. About 600 pounds of mine-run muscovite up to 4 x 6 inches was recovered in the first 18 feet of the shaft. Below the 18-foot level only scrap muscovite was found. At the drift level the pegmatite is a fine-to coarse-grained mixture of plagioclase, perthite, quartz, and scrap mica. The mica recovered was of good quality. It was very flat, hard and free splitting but somewhat clay-stained. The mica averaged a little less than one percent of the pegmatite mined.

Production and Reserves

About 600 pounds of mine-run muscovite was produced from the upper part of the shaft at the Medford prospect. This mica was sold in the block with mica from the Taylor mine. If the mica brought the top price it was worth $180. Previously mica from the Medford prospect was mixed by Lee Medford with mica from the nearby Barron mine and also sold in the block. There are no data available as to the quality of the Medford prospect mica.

In the upper part of the shaft the mica averaged less than one percent of the pegmatite mined. This is not ore grade. No reserves were outlined. The shaft was sunk where there was the greatest concentration of strategic mica so that little if any remains.

Recommendations and Conclusions

We recommend that no certification be made. Only one mica "shoot" was discovered in the bulldozing and shaft sinking. This has been largely mined out. The remainder of the pegmatite in both surface and underground exposures is generally too fine-grained to warrant further exploration.

Expenditures

a)	Total approved	$6,292.00
b)	Total cost	2,348.40
c)	Government's share	1,761.30
d)	Government's share unexpended	2,957.70

Expenditures (cont'd)

e) Value of production*	$180.00	approx.
f) Royalty*	9.00	"

* Mica sold in the block with Taylor # 1 mica, probably brought $600 a ton. Royalty paid is part of Taylor # 1 royalty.

November 4, 1958

F. G. Lesure, Geologist
Geological Survey (OME)

S. A. Feitler, Mining Engineer
Bureau of Mines (OME)

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UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
ROOM 2-B POST OFFICE BLDG.
KNOXVILLE 2, TENN.

November 4, 1958

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 6 1958

DATE	INITIALS	CODE
11/6	C	220
11/6		800
11/6		600

Mr. Howard Boone
c/o Sam Phillips
Spruce Pine, N. C.

Re: DMSA-4803 (mica)
Medford Prospect
Upson County, Georgia
Contract Idm-E1184

Dear Mr. Boone:

In your final report, dated September 12, 1958, you state that 600 pounds of mica recovered at the Medford prospect was sold to the Government in the block with Taylor mica.

On checking over our records of sales from the Taylor mine, I am unable to identify the sale which included this Medford mica. In order that our records will be correct and the royalties credited to the proper source, will you please send me the following data:

1) Number and date of the Taylor sale which included the Medford mica.

2) Price received for this mica.

Sincerely yours,

Robert A. Laurence
Executive Officer, OME
Field Team, Region V

RAL/mm
cc
Opr. Com-2
Lynch
Files

SEP 1

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S MONTHLY REPORT AND VOUCHER

PAID VOUCHER & SCHEDULE OF PAYMENTS K-

RECEIVED OCT 6 1958 D.M.E.A.

Month of August, 1958 Docket No. DMEA 4803 Contract No. Idm-E 1184
Operator's Name Sam L. Phillips Minerals Mica
Address Spruce Pine, North Carolina
Contract Amount, $ 6,292.00 Government Participation 75 % Amount, $ 4,719.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing		53.00	53.00			
Crosscutting						
11' Drifting @ $34.00	374.00		374.00			
Hand Trenching		6.40	6.40			
Shaft		1800.00	1800.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.		75.00	75.00			
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
Powder & Exp. Mags.		40.00	40.00			
(8) Contingencies (specify):						
TOTALS	374.00	1974.40	2348.40	374.00	1974.40	2348.40

I certify that the above bill is correct and just and that payment therefor has not been received.

Date 9-12-58 *Payee Sam L. Phillips

Per Sam L. Phillips Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 280.50

Signature Helen R Miller
(Authorized Certifying Officer)

Date OCT 1 1958 Vou. No. 41
(See other side)

4th of 7

T 8/18

93.50

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E1184 in accordance with the terms of the contract.

Signature S Feitler Title MINING ENGINEER U. S. BUREAU OF MINES Date SEP 15 1958

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA FIELD TEAM REGION V Date SEP 15 1958

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report, and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

RECEIVED OCT 5 1958 DMEA

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of August 195 8 Docket No. DMEA 4803 Contract No. Idm-E-1184
Operator's Name Sam L. Phillips Minerals Mica
Address Spruce Pine, N.C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting	Ft.	374.00	11	374.00	11	34.00	100	34.00
Crosscutting								
Raising								
Shafts	Ft.			1800.00	40	45.00	60	45.00
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Hand Trenching	Cu.Ft.			6.40	.32	0.20	120	0.20
Test Pits								
Roads and Trails								
Bulldozing	Cu.Ft.			53.00	178	0.30	178	0.30
TOTAL DISTRIBUTED COSTS		374.00		2233.40				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.				75.00				
Powder & Exploder Mags.				40.00				
TOTAL COSTS		374.00		2348.40				

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

REMARKS:

Date 9-12-58 Operator Sam L. Phillips

Per Sam L. Phillips Title Partner

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only)

S Feitler
MINING ENGINEER
U. S. BUREAU OF MINES

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

OPERATOR'S

Monthly Progress Report

DMEA #4803, Idm-E 1184
Medford Prospect
Upson County, Georgia

Final Report

Work Accomplished:

We started the drift and have completed 11' of drift. There is no vein material and we have recovered no mica in the last month, therefore, we request that the contract be terminated.

Daily Notes

4 - 8 : Started the drift, shot, drilled and mucked out waste daily.

11 - 15 : Completed 11' of ~~shaft~~ drift, at which point we request that the contract be terminated.

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
9/22	Talbert	800
9/22	C	220
		600

SEP 22 1958

Mr. Robert A. Laurence
Room 13, Post Office Building
Knoxville 2, Tennessee

Re: Docket No. DMEA-4803 (Mica)
Howard Boone, et al
Contract No. Idm-E1184

Dear Mr. Laurence:

Enclosed are the original and three copies of a Report of Review, as requested by your September 15 memorandum. Also enclosed is the Operationr's final (August 1958) MF-104, which was submitted with your request.

If you concur with the facts as stated in this report, please make the usual distribution. If for any reason you do not concur, please return the original and all copies with your comments to this Division.

Sincerely yours,

(Signed) E. D. Talbert

E. D. Talbert
Contract Administration and
Audit Division

Enclosures

EDTalbert/GMcC
Sept. 22, 1958

cc: Docket
Act. Director's Read. File
Mrs. Helen R. Miller
Mr. Chambers
Mr. Talbert

8623

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

September 15, 1958

OFFICIAL FILE COPY
DMEA
RECEIVED SEP 23 1958

DATE	INITIALS	CODE
9-17	C	220
9/17	[illegible]	800
9/18	Hawk	600

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: Operator's Final Report - DMEA-4803, Idm-E1184.
Medford Prospect, Upson County, Georgia (mica)

Transmitted are the original and two copies of the subject final report submitted by the Operator.

Robert A. Laurence
Robert A. Laurence
Executive Officer, DMEA
Region V

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines

Z

DMEA
RECEIVED SEP 17 1958
DATE | INITIALS | CODE

Spruce Pine, North Carolina
September 12, 1958

Mr. Robert A. Laurence, Executive Officer
D.M.E.A., Region V
Room 13, Post Office Building
Knoxville 2, Tennessee

Re: DMEA #4803, Idm-E 1184
Medford Prospect - Final Report
Upson County, Georgia

Dear Mr. Laurence:

Work began on the above project on April 21, 1958 and work was stopped on August 15, 1958.

The exploration consisted of 202 cubit yards of bulldozing, and 32 cubit feet of hand trenching. We continued with Stage II, begining May 12, 1958, constructed toolhouse, pat up powder and exploder magazines. We completed a total of 40' of shaft and 11' of drift. We recovered 600# of mica which we sold in the block with Taylor Prospect I mica to the U.S. Government. No mica was recovered from the 11' of drift and the vein narrowed out, therefore, we request that the contract be terminated, because we feel it would not be economically feasible to continue.

The geological and engineering evaluation of the results of the work preformed under the contract with an estimate of the ore reserves resulting from such work are as follows: after the completion of 40' of shaft and 11' of drift, the vein continuing to narrow and finding no mica the operator is requesting that the contract be terminated without the completion of the full 100' of drift, because it is the operators opinion that this particular pegmatite does not warrant further exploration.

We wish to thank the Field Team for their assistance on the Medford Project.

Very truly yours,

Sam L. Phillips

Sam L. Phillips

RECEIVED
SEP 15 1958

P/bjg

EXTRA COPY
DMEA
RECEIVED SEP 17
DATE | INITIALS

Spruce Pine, North Carolina
September 12, 1958

Mr. Robert A. Laurence, Executive Offiser
D.M.E.A., Region V
Room 13, Post Office Building
Knoxville 2, Tennessee

Re: DMEA #4803, Idm-E 1184
Medford Prospect - Final Report
Upson County, Georgia

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We wish to thank the Field Team for their assistance on the Medford Project.

Very truly yours,

Sam L. Phillips

Sam L. Phillips

RECEIVED
SEP 15 1958
U.S. Geological Survey

P/bjg

Spruce Pine, North Carolina
September 12, 1958

Mr. Robert A. Laurence, Executive Offiser
D.M.E.A., Region V
Room 13, Post Office Building
Knoxville 2, Tennessee

Re: DMEA #4803, Idm-E 1184
Medford Prospect - Final Report
Upson County, Georgia

Dear Mr. Laurence:

Work began on the above project on April 21, 1958 and work was stopped on August 15, 1958.

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We wish to thank the Field Team for their assistance on the Medford Project.

Very truly yours,

Sam L. Phillips

Sam L. Phillips

RECEIVED
SEP 15 1958

P/bjg

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

DMEA RECEIVED SEP 17 1958		
DATE	INITIALS	CODE
9/18	Hark	600.

orig to chambers

September 15, 1958

Memorandum

To: Jay L. Chambers, Director-Contract Administration

From: Executive Officer, DMEA - Region V - Knoxville

Subject: Termination of DMEA-4803, Idm-E1184(mica)
Sam L. Phillips, Medford Prospect, Upson County, Ga.

Work on the subject contract was terminated as of August 18, 1958.

The following units of work have been acceptably performed as verified by our Field Examiners.

1. 178 cu. yds. of material was excavated in trenching.
2. 32 cu.yds were excavated by hand in cleaning the trench.
3. A shaft was sunk to a depth of 40 feet.
4. 11 feet of drifting was completed.
5. A toolhouse, powder magazine and exploder magazine were constructed.

An adequate final engineering and geological report has been received.

The original of the Monthly Report & Voucher for August 1958 is attached. A Report of Review is requested.

Robert A. Laurence
Executive Officer, DMEA

VJL/sm
cc
Oper. Com.
Lynch
Files

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
9/4	Houk	600
9/4	Chamberlin	800
9/5	[illegible]	130
"	Johnson	110
8	Cantrell	100
9/9	C	220
		600

600

SEP 8 1958

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region V
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Re: Docket No. DMEA-4803-Mica
Howard Boone, et al.
Medford Prospect
Upson County, Georgia
Contract No. Idm-E1184

Dear Mr. Laurence:

Reference is made to the Field Team's memorandum of August 20, 1958, recommending termination of the subject contract.

Enclosed are the original and four copies of a proposed termination agreement signed by the Administrator for the Government. Two extra copies are enclosed for the use of the Field Team.

If the proposed termination agreement meets with your approval, present it to the Operators for execution. If any part of this agreement does not have either your approval or that of the Operators, and cannot be amended within your delegated authority, then the original and all copies are to be returned to this office, together with the proposed changes for consideration.

After execution of the termination agreement, the copies are to be distributed in the usual manner.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

P. F. Yopes (GHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (GHB)
Member, Geological Survey

Enclosures 6

LGHouk:gad 9/3/58
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

August 20, 1958

OFFICIAL FILE COPY
DMEA
RECEIVED AUG 25 1958

DATE	INITIALS	CODE
8-25	C	220
26	Com	100
"	[illegible]	110
8/27	[illegible]	800
8/27	[illegible]	600

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tenn.

Subject: DMEA-4803, Idm-E1184 (mica) Howard Boone, et al.
Spruce Pine, N.C. Medford Prospect, Upson County, Ga.

Enclosed are the original and two copies of the latest interim report on the subject contract.

Work has been suspended, on recommendation of the Field Examiners pending approval of a request for termination. The Operator is in agreement.

We agree with the Field Examiners' conclusions and recommendation for termination of the contract effective August 18, 1958. Certification will not be recommended.

Robert A. Laurence
Robert A. Laurence
Executive Officer, DMEA-Reg. V

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines, DMEA

OFFICE COPY
DMEA
RECEIVED AUG 25 1958
DATE | INITIALS | COPY

DMEA EXPLORATION PROJECT

INTERIM REPORT

DMEA-4803, Idm-E1184(mica) MEDFORD PROSPECT

Operators: Howard Boone, et al. Spruce Pine, North Carolina

Location: On the north bank of Tobler Creek, 7.03 airline miles S52°W of Yatesville, Upson County, Georgia.

The shaft has been sunk vertically to a depth of 40 feet on the footwall of the pegmatite which strikes N20°E and dips 80° NW.

A crosscut 11 feet N70°W exposes the hanging wall which strikes N50°E and dips 55°NW. The pegmatite is about 13 feet thick at the crosscut and contains medium to coarse-grained plagioclase, perthite and quartz with fine (scrap size) mica. No zoning could be observed and no mica of strategic size was recovered below the 18-foot level in the shaft.

Additional work on this pegmatite is unlikely to result in a discovery. Termination by mutual consent is recommended.

A statement of work done to date follows:

Bulldozing	178 cu. yds.
Hand cleaning	32 cu. ft.
Shaft	40 feet
Drift across pegmatite	11 feet

Construction:

Toolhouse
Powder magazine
Cap magazine

Inspected: August 15, 1958

S. A. Feitler, Mining Engineer
Bureau of Mines (DMEA)

F. G. Lesure, Geologist
Geological Survey

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Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

PAYMENT VOUCHER & SCHEDULE OF PAYMENTS X- 8

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of July, 1958 Docket No. DMEA 4803 Contract No. Idm-E 1184
Operator's Name Sam L. Phillips Minerals Mica
Address Spruce Pine, North Carolina
Contract Amount, $ 6,292.00 Government Participation: 75 % Amount, $ 4,719.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing		53.00	53.00			
Crosscutting						
Drifting						
Hand Trenching 28' Shaft @ 45.00	1260.00	6.40 540.00	6.40 1800.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.		75.00	75.00			
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
Powder & Exploder Mags.		40.00	40.00			
(8) Contingencies (specify):						
TOTALS	1260.00	714.40	1974.40	1260.00	714.40	1974.40

I certify that the above bill is correct and just and that payment therefor has not been received.

Date 8-6-58 *Payee Sam L. Phillips

Per Sam L. Phillips Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 945.00

Signature Helen R. Miller
(Authorized Certifying Officer)

Date AUG 11 1958 Vou. No.

(See other side)

315.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E1184 in accordance with the terms of the contract.

Signature S. Heatler Title MINING ENGINEER U. S. BUREAU OF MINES Date AUG 8 1958

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION V Date AUG 8 1958

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

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Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

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Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED AUG 13 1958 DMEA

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of July 195 8 Docket No. DMEA 4203 Contract No. Idm-R 1184
Operator's Name Sam L. Phillips Minerals Mica
Address Spruce Pine, N.C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts	Ft.	1260.00	28	1800.00	40	45.00	60	45.00
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Hand Trenching	Cu. Ft.			6.40	32	0.20	120	0.20
Test Pits								
Roads and Trails								
Bulldozing	Cu. Yd.			53.00	178	0.30	178	0.30
TOTAL DISTRIBUTED COSTS		1260.00		1859.40				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.				75.00				
Powder & Exploder Mags.				40.00				
TOTAL COSTS		1260.00		1974.40				

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

REMARKS:

Date 8-6-58 Operator Sam L. Phillips

Per Sam L. Phillips Title Operator

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only) SFeitler

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

OPERATORS

Monthly Progress Report

DMEA #4803, Idn-E 1184 (Mica)
Medford Prospect
Upson County, Georgia

Work Accomplished:

We continued working on the shaft and completed 28' in this month, making a total of 40' to date, there is 3' of vein in the bottom of the shaft and we have recovered approximately 250# of mica.

Daily Notes:

1 - 11 :	Continued working on shaft.
14 - 18 :	Shot, drilled, mucked out waste and pumped out water each day.
21 - 25 :	Continued working on shaft.
28 - 31 :	Completed 28' of shaft in this month, making a total of 40' of shaft to date. There is 3' of vein in the bottom of the shaft and we have recovered approximately 250# of mica.

ORIGINAL FILE COPY
DMEA
RECEIVED AUG 1 1958

DATE	INITIALS	CODE
8/1	C	220
/1	Copy	100
"	FEG	110
8/4	[illegible]	800
[illegible]	[illegible]	600

DMEA EXPLORATION PROJECT

INTERIM REPORT

DMEA-4803, Idm-E1184(mica) MEDFORD PROSPECT

Operator: Howard Boone, et al. Spruce Pine, North Carolina

Location: On the north bank of Tobler Creek, 7.03 airline miles S52°W of Yatesville, Upson County, Georgia.

The shaft is 35 feet deep and vertical.

The attitude of the pegmatite foot wall is N20°E 60 NW. The pegmatite is dipping out of the shaft. Pegmatite near the footwall is fine-to medium-grained and is composed of plagioclase, perthite (minor) quartz and scrap size mica.

No mica was recovered during the interim.

The Operator was encouraged to sink about 7 feet more and then crosscut to the hanging wall of the pegmatite. Drifting will depend upon information obtained in crosscutting.

Inspected:
July 25, 1958

S. A. Feitler, Mining Engineer
Bureau of Mines (DMEA)

F. G. Lesure, Geologist
Geological Survey (DMEA)

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OFFICIAL FILE COPY
DMEA
RECEIVED JUL 14 1958

DATE		CODE
7-14	C	220
14	Cgm	100
11	JEB	110
7/15	wdj	800
7/17	36	600

DMEA EXPLORATION PROJECT

INTERIM REPORT

DMEA-4803, Idm-E1184 (mica) MEDFORD PROSPECT
Upson County, Georgia

Operator: Howard Boone, et al,. Spruce Pine, North Carolina

Location: On the north bank of Tobler Creek, 7.03 airline miles S52°W of Yatesville, Upson County, Georgia.

An electric power line has been brought approximately 1000 feet from the road to the mine and an electric pump is in use.

The vertical shaft is now 18 feet deep, of which 6 feet was sunk during the interim. Timber is carried to 5 feet from the bottom.

The pegmatite is medium to coarse-grained and contains plagioclase, perthite, quartz, and muscovite. No regular zoning is evident.

Approximately 100 pounds of mine-run muscovite was recovered during the interim.

Inspected: July 3, 1958

S. A. Feitler, Mining Engineer
Bureau of Mines (DMEA)

D. H. Amos, Geologist
Geological Survey (DMEA)

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Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.3.
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K- 2

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of June, 195 8 Docket No. DMEA 4803 Contract No.
Operator's Name Sam L. Phillips Minerals Idm-E 1184
Address Spruce Pine, N.C. Mica
Contract Amount, $ 6,292.00 Government Participation: 75 % Amount, $ 4,719.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting		53.00	53.00			
Drifting						
(2) Labor and Supervision: Hand Trenching		6.40	6.40			
12' Shaft @ $45.00 per ft.	540.00		540.00			
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment	75.00		75.00			
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify): Powder & Exploder Wags.	40.00		40.00			
TOTALS	655.00	59.40	714.40	655.00	59.40	714.40

I certify that the above bill is correct and that payment therefor has not been received.

Date 7-1-58 *Payee Sam L. Phillips

Per Sam L. Phillips Title

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 491.25

Signature Helen R. Miller
(Authorized Certifying Officer)

Date JUL 11 1958 Vou. No. 4 2

(See other side)

163.75

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E-1184 in accordance with the terms of the contract.

Signature [illegible] Title U. S. BUREAU OF MINES Date JUN 3 1958

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA FIELD TEAM REGION V Date JUN 3 1958

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

GPO 83-38476

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of June 1958 Docket No. DMEA 4303 Contract No. Idm-E 1184

Operator's Name Sam L. Phillips Minerals Mica

Address Spruce Pine, N.C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts	Ft.	540.00	12	540.00	12	45.00	60	45.00
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Hand Trenching	Cu.Ft.			6.40	32	0.20	120	0.20
Test Pits								
Roads and Trails								
Bulldozing	Cu.Ft.			53.00	178	0.30	175	0.30
TOTAL DISTRIBUTED COSTS		540.00		599.40				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.		75.00		75.00				
Powder & Exploder Mags.		40.00		40.00				
TOTAL COSTS		655.00		714.40				

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Date 7-1-58 Operator Sam L. Phillips

Per Sam L. Phillips Title Partner

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

REMARKS:

(Instructions on reverse)

(For Government use only)

MINING ENGINEER
U. S. BUREAU OF MINES

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

Operators

Monthly Progress Report

DMEA #4803, Idm-E 1184 (Mica)
Medford Prospect
Upson County, Georgia

Work Accomplished:

After the completion of the dozing and hand trenching, we constructed toolhouse, powder and exploder magazines. We begin work on the shaft and have completed a total of 12' to date, there is approximately 4½' of vein material showing and we have recovered 350# of good mica.

Daily Notes:

2 - 6 : Constructed toolhouse, powder and exploder magazines.

9 - 13 : Begin work on shaft, shot, drilled and mucked out waste daily.

16 - 20 : Continued to work on the shaft.

24 - 30 : Completed 12' of shaft in this month, we have approximately 4½' of vein material showing and we have recovered 350# of good mica.

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.3.
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-59

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of April, 1958 Docket No. DMEA 4803 Contract No. Idm-E 1184
Operator's Name Sam L. Phillips Minerals Mica
Address Spruce Pine, N.C.
Contract Amount, $ 6,292.00 Government Participation: 75 % Amount $ 4,719.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
178 Cu.Yds. Bulldozing @ $0.30	53.00		53.00			
Crosscutting						
Drifting						
32 Cu.Ft. Hand Trenching @ $0.20	6.40		6.40			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	59.40		59.40	59.40	—	59.40

RECEIVED MAY 14 1958 U. S. Geological Survey Geologic Division Knoxville, Tenn.

I certify that the above bill is correct and just and that payment therefor has not been received.

Date 5-12-58 *Payee Sam L. Phillips

Per Sam L. Phillips Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 44.55

Signature Helen R. Muller
(Authorized Certifying Officer)

Date JUN 2 1958 Vou. No. 177
(See other side)

14.85

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No E1184 in accordance with the terms of the contract.

Signature S Feitler Title MINING ENGINEER U. S. BUREAU OF MINES Date MAY 20 1958

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA FIELD TEAM REGION V Date MAY 20 1958

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

GPO 83-38476

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED JUL 5

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of April 195 8 Docket No. DMEA 4803 Contract No. Idm-E-1184

Operator's Name Sam L. Phillips Minerals Mica

Address Spruce Pine, N.C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Hand Trenching								
Test Pits	Cu.Yd.	6.40	32	6.40	32	0.20	120	0.20
Roads and Trails								
Bulldozing	Cu.Yds.	53.00	178	53.00	178	0.30	178	0.30
TOTAL DISTRIBUTED COSTS		59.40		59.40				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		59.40		59.40				

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

REMARKS:

Date 5-12-58 Operator Sam L. Phillips

Per Sam L. Phillips Title Partner

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only)

S Heitler

MINING ENGINEER
U. S. BUREAU OF MINES

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

Operator's

Monthly Progress Report

DMEA #4803, Idm-E 1184 (Mica)
Medford Prospect
Upson County, Georgia

Work Accomplished:

We moved in bulldozer and completed 202 cubit yards of dozing, and 32 cubit feet of hand trenching. We plan to ~~xxxxxx~~ begin Stage II of the contract on Monday, May 12, 1958 weather premitting.

Daily Notes:

21 - 24 : Moved in bulldozer and excavated trench , also completed 32 cubit feet of hand trenching.

RECEIVED		
DATE		
6/27	C	220
27	Com	100
"	789	110
6/30		800
30		600

EXPLORATION PROJECT CONTRACT

INTERIM REPORT

DMEA-4803, Idm-E1184 (mica) MEDFORD PROSPECT
Upson County, Georgia

Operator: Howard Boone, et al. Spruce Pine, North Carolina

Location: On the north bank of Tobler Creek, 703 airline miles S52°W of Yatesville, Upson County, Georgia

The shaft has been sunk 12 feet with its long direction N80°E.

The medium to coarse-grained pegmatite is composed of plagioclase, perthite, quartz, muscovite, and biotite. The lower part of the shaft is in more weathered pegmatite than the collar. Manganese staining and a few schist inclusions are exposed in the lower part of the shaft.

About 400 pounds of clay-stained mica up to 4 x 6-inches have been recovered from the shaft excavation.

Timber will be installed and shaft sinking continued.

Inspected: June 19, 1958

S. A. Feitler, Mining Engineer
Bureau of Mines

F. G. Lesure, Geologist
Geological Survey

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DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/16	Anderson	600
6/16	Houk	600
6-16	Chamberlin	800
6/18	[illegible]	130
"	[illegible]	110
"	[illegible]	100
6/19	[illegible]	220
		680

COO

JUN 19 1958

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region V
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Re: Docket No. DMEA-4803-Mica
Howard Boone, et al.
Medford Prospect
Upson County, Georgia
Contract No. Idm-E1184

Dear Mr. Laurence:

Pursuant to the Field Examiners' recommendation as indicated in your memorandum of May 7, 1958, we have prepared and enclose the original and four copies of Amendment No. 1, to the subject contract, which have been signed by the Administrator for the Government. Two extra copies are enclosed for the use of the Field Team. If the amendment meets with your approval, present it to the Operators for approval and signature. If any part of this amendment does not have either your approval or that of the Operators and cannot be amended within your delegated authority, then the original and all copies are to be returned to this office, together with the proposed changes for consideration.

After execution of the amendment, the copies are to be distributed in the usual manner.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (HS)
WCAnderson:rsi 6/16/58
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

Approved:

Frank D. Lamb (HS)
Member, Bureau of Mines

Thor H. Kiilsgaard (HS)
Member, Geological Survey

Enclosures 5

8623

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 13 1958

DATE		CODE
6/13	C	220
		100
		110
6/13		800
		600

EXPLORATION PROJECT CONTRACT

INTERIM REPORT

DMEA-4803, Idm-E1184 (mica) MEDFORD PROSPECT
Upson County, Georgia

Operator: Howard Boone, et al . Spruce Pine, N. C.

Location: On the north bank of Tobler Creek, 7.03 airline miles S52°W of Yatesville, Upson County, Georgia

Howard Boone is foreman of this operation.

The toolhouse, powder and cap magazines have been constructed. The straight leg and hoist have been set and the boom is ready to mount.

Sinking is scheduled to start June 9 or 10.

Inspected: June 6, 1958.

S. A. Feitler, Mining Engineer
Bureau of Mines (DMEA)

F. G. Lesure, Geologist
Geological Survey

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DMEA EXPLORATION PROJECT

INTERIM REPORT

DMEA-4803 (mica) MEDFORD PROSPECT
Idm-E1184, Upson County, Ga.

5/29	C	220
6/3	Cons	100
"	JEG	110
6/4		800
6/5		600

Operator: Howard Boone, et al. Spruce Pine, North Carolina

Location: On the north bank of Tobler Creek, 7.03 airline miles S52°W of Yatesville, Upson County, Georgia.

Stage II of the contract had not been started at the time of the inspection and no one was at the mine.

Inspected: May 23, 1958

S. A. Feitler, Mining Engineer
Bureau of Mines (DMEA)

F. G. Lesure and S. C. Bergman, Geologists
Geological Survey (DMEA)

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UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

ROOM 1870 U.S. CUSTOM HOUSE
KNOXVILLE 2, TENN.

May 20, 1958

DMEA
RECEIVED 22 58

5/22 C 220
8/23 Houk 600

Memorandum

To: Operating Committee, DMEA, Washington

From: DMEA Field Team, Region V, Knoxville

Subject: DMEA-4803, Idm. E-1184 (Mica), Howard Boone, et al,
Spruce Pine, North Carolina
Medford prospect, Upson County, Georgia

Reference is made to Mr. Houk's telephone call this morning, and to the interim report of April 24.

The only reason for considering an amendment was because the shape and major direction of the bulldozer trench differed from the rectangular crosscutting trench shown on the map, and because the hand work was "cleaning" rather than "trenching". However, it is our opinion that the work met the objectives of the contract and should be accepted. We did not mean to suggest any change in the acceptable quantities of work authorized. The bulldozing in excess of 178 cubic yards should be paid for by the Operator, and we will approve only 32 cubic feet of hand work.

Robert A. Laurence
Robert A. Laurence
Executive Officer

V. J. Lynch
V. J. Lynch
Member

May 20, 1958

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region V
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Re: Docket No. DMEA-4803-Mica
Howard Boone, et al.
Medford Prospect
Upson County, Georgia

Dear Mr. Laurence:

The Interim Report of April 24, 1958, by Messrs. Feitler and Lesure on Stage I, changes in the contract work, requires clarification to determine if an amendment is required.

The first paragraph of the Interim Report states 202 cubic yards of bulldozing trenching was completed, whereas the contract called for 178 cubic yards. It is not clear if it is your intention to amend the contract to increase the yardage from 178 to 202. Our interpretation of Paragraph 3 of the Interim Report is that the Operator did not cut 32 cubic feet of hand trenches across the pegmatite but merely cleaned the loose material out of the low spots and exposed the contacts. If this is the case then no money should be approved for hand trenching. If this is not the case please advise us of the dimensions of the hand trenches and their locations and we will prepare an amendment.

It is noted that the Operator reports a southwest plunge is indicated by the exposures developed while bulldozing. Did the field examination verify this? Please indicate on a copy of the map, submitted with the Interim Report, the outline of the target pegmatite and the location of the proposed shaft. Is the interesting frequency of better than average quality mica at the northend in a zone or segregation?

Approved:

Member, Bureau of Mines

Member, Geological Survey

Sincerely yours,

Chairman, Operating Committee

May 20, 1958

This letter was discussed with Mr. Robert A. Laurence, 5/20/58, and he will send us a justification for an amendment. LETTER NOT SENT.

DEFENSE MINERALS ADMINISTRATION

97023

PRODUCTION EXPANSION DIVISION

PROCUREMENT APPLICATIONS

Name of Company and Address _____

Name of Mine and Location _____

Docket No. DMA - _____ Date received by P.E.D. _____

Metals or Minerals involved _____

Length of Contract (preproduction plus production) _____

Amount of Metals or Minerals in tons, units or pounds _____

Floor price or Guaranteed price and whether or not escalated _____

Maximum Government Commitment _____

Comments on Contract: _____

_____

_____

_____

_____

_____

Date sent to Legal Division _____

Date of Recommendation to D.P.A. for Certification _____

Date Certification sent to G.S.A. by D.P.A. _____

Date signed into Contract by G.S.A. _____

Additional Remarks: _____

_____

_____

_____

_____

NOTE: If application is denied, or if it is recommended for change into exploration, etc., please state under additional remarks.

Signed _____

Interior—Duplicating Section, Washington, D. C.

Mr. Selfridge -

Needs clarification to determine if amendment is required, and if so, needs further clarification to prepare proper amendments.

Description of work in Interim Report of 4/24/58 does not check with work outlined on maps or with work described in contract.

Possibly paragraph 1 under the description of Stage I work completed in the Interim Report could be acceptable for the Bulldozer trench in first part of Stage I of the contract, but paragraph 3 of the Interim Report under the Stage I description does not confirm with the tranching described under Stage I of the contract.

The total amount is small but Talbert says it would be questionable to pay without clarification from the Field abd possibly an amendment.

FEJohnson

(1) Clearly description of bulldozing
" " & dimensions of land bulldozing performed.
" What is the possible on amp
(2) What do you propose in amendment 178 cu yds 32 cu yds of land.

DMEA Form 1
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
5/16	Anderson	600
5/16	Houk	630
5/16	GCS	130
		800
		110
		100
		220

600

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region V
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Re: Docket No. DMEA-4803-Mica
Howard Boone, et al.
Bedford Prospect
Upson County, Georgia
Contract No. Idm-E1184

Dear Mr. Laurence:

Please be advised that we concur in your suggestion in memorandum of May 7, 1958, that the Examiners' recommended amendment to the subject contract is not required.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

Approved:

Frank D. Lamb (GCS)
Member, Bureau of Mines

Thor H. Kiilsgaard (GCS)
Member, Geological Survey

WCAnderson:rsi 5/16/58
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

not sent

8623

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region V
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Re: Docket No. DMEA-4803-Mica
Howard Boone, et al.
Medford Prospect
Upson County, Georgia
Contract No. Idm-E1184

Dear Mr. Laurence:

Please be advised that we concur in your suggestion in memorandum of May 7, 1958, that the Examiners' recommended amendment to the subject contract is not required.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee

Approved:

Frank D. Lamb
Member, Bureau of Mines

Thos H. Kiesgaard
Member, Geological Survey

not sent

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 9 1958

DATE		CODE
5/9	C	220
13	Com	100
"	[illegible]	110
5/13	[illegible]	800
5/14	[illegible]	600

May 7, 1958

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: DMEZ-4803, Idm-E1184(mica) Howard Boone, et al., Spruce Pine, N.C. Medford Prospect, Upson County, Ga.

Enclosed are three copies of the latest interim report on the subject project.

The Examiners recommend an amendment, because the bulldozer trench differs in shape and outline from the rectangle laid out on the contract map. This change was necessary because of the presence of a shallow hard rock ledge in about the center of the proposed trench. Similarly, the hand-dug areas could not be dug in two continuous trenches.

The work as done accomplished the objectives of Stage I and followed the contract specifications as nearly as natural conditions would permit.

It appears to us that this slight modification does not require an amendment. If you consider that an amendment is required, please draft one and forward it to us for presentation to the Operator.

Stage II approval has been given.

Robert A. Laurence
Robert A. Laurence
Executive Officer, DMEA
Region V

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines

18 cu yds @ 30¢
120 cu ft @ 20¢

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 9 1958

DMEA EXPLORATION PROJECT

INTERIM REPORT

DMEA-4803(mica) MEDFORD PROSPECT

Operator: Howard Boone, et al. Spruce Pine, North Carolina

Location: On the north bank of Tobler Creek, 7.03 airline miles S52°W of Yatesville, Upson County, Georgia.

Stage I of the contract has been completed.

A total of 202 cubic yards of bulldozer trenching was completed. The existing pit 20' x 12' was deepened 3 feet and extended S28°W along strike 71' x 10' x 5'. A parallel pegmatite to the southeast was exposed in a contiguous southwest trending cut 20' x 12' x 5' near the north end of the 71-foot trench. ??

Most of the pegmatite is hard and hand trenches could not be dug straight across.

The Applicant cleaned loose material out of low spots and exposed the contacts by hand, moving 32 cubic feet. The trenching has been approved as done and a request for an amendment will be made.

The Operator reports that a southwest plunge is indicated by exposures developed while bulldozing.

The southeast pegmatite is fine-grained, has a maximum width of 3 feet and is exposed for about 15 feet along strike. The target pegmatite is medium- to coarse-grained, tadpole shaped and apparently plunges southwest. The 10-foot wide north end near the keel contains an interesting frequency of better than average quality mica in books observed up to 3" x 5".

Sinking was approved with the recommendation that work be stopped, if the keel is nearly flat or if any other unfavorable characteristics are encountered.

The Field Examiners were accompanied by Messrs, R. A. Laurence and Dr. A. S. Furcron, Chief Geologist of the Georgia Department of Mines, Mining and Geology.

Inspected: April 24, 1958

S. A. Feitler, Mining Engineer
U. S. Bureau of Mines - DMEA

F. G. Lesure, Geologist
U. S. Geological Survey-DMEA

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May 6, 1958

Mr. R. A. Lawrence
U. S. Geological Survey
Post Office Building
Knoxville 2, Tennessee

Dear Bob:

As you might have suspected, your recent letter on the Hubbard prospect--[illegible]--has touched off some lively discussions. Some have felt that your letter did not adequately answer the questions raised in the Operating Committee letter of April 24, and it is this subject about which I am writing.

I believe the examination report of October 7, contains some indefinite generalizations that have been subject to misinterpretation. For instance, I agree with you that the wall zone is described as containing the muscovite, but I disagree on the use of the terms "mica-rich", "abundant", and "discontinuous". These terms are relative but relative to what? How much mica does a wall zone have before you describe it as "abundant" or "mica-rich"? Dave Larrabee tells me that they used to consider mica abundant when it was found in the ratio of 20:1, or 5 percent. He said the 10 most important mica producers in New England during World War II had a mica content of 4.98 percent in the rock mined. He also said that they usually shied away from the term "mica-rich" without actual estimates because it meant different things to different people. By the same token, the word discontinuous--as used by the field examiners--is very indefinite to me. They describe four coalescing pegmatites exposed for a strike length of 40 feet. Does this mean there are wall zones scattered over the entire distance of exposed pegmatite? Are the wall zones on both walls of the individual pegmatites, on both walls of the coalesced pegmatite, or simply along one or the other of the walls of the individual pegmatites? You may view this as a silly and academic argument, nevertheless when one looks at the map, and assumes it is drawn to scale, the statement takes on significance. Here, it is easy to see that discontinuous wall zones up to three feet in thickness could account for most of the exposed pegmatite. If these zones are "mica-rich", then the pegmatite presents an attractive target. On the other hand, if there were only two or three short wall zones containing mica, the pegmatite could look unattractive.

I think all of this argument on description has arisen from a habit common to all of us: we get so familiar with small details that we neglect to describe them, thinking that others are as familiar with them as we are.

To make our reports more coherent and less subject to misinterpretation, I suggest that hereafter we try and present our data in a more descriptive manner. For instance, for a property such as the one under discussion, we might say "..... discontinuous wall zones up to 3 feet thick, with an aggregate length of X feet." Or we might say ".....wall zones along both walls of the pegmatite but concentrated in X area." Best of all, since we map in color on 20 scale, why not show the wall zones or the mica concentrations with a certain color or symbol? This would be no more difficult than showing alteration zones or lithologic changes in underground mapping, which we commonly do for other DMEA jobs, and would not take too much extra time. As to the use of "abundant" and "mica-rich", let us qualify these terms, when we use them. In a wall zone, we might say that X pounds were recovered from Y tons of rock, or from a given area. We might even take a given wall zone as representing a typical sample and say that a crystal count or an eye-ball sample of a small part of the area indicates the mica would be such a percentage. In this respect, the boys made such counts in trenches no more distinct than those we now see and I fail to see why we can't do the same. I'm not advocating a time-consuming study such as they formerly made but merely an attempt to better define what is being described. This is not expecting too much from our field men.

Along this same line of thought, we could tie our descriptions to reference points better than we have in the past. For instance, in your letter you say there is a mica-rich wall zone around the northern end of the cut, which apparently plunges southward under mica-poor pegmatite exposed by the bulldozing. I assume you mean the mica-rich zone exposed by bulldozing done prior to the Stage I bulldozing. I also assume that Stage I bulldozing done as proposed on the contract map, showed mica-poor pegmatite. We have no idea, however, where the Stage I bulldozing was done. It might have been a wide trench across the pegmatite, at the proposed site, or maybe it was along the strike, extending from the old cut to the creek. In either event, you might be talking about a mica-rich northern part of the new cut with respect to the mica-poor southern part, rather than these similar conditions in the old cut. All of this raises the question: where is the Stage II shaft? Is it following the mica-shoot plunge at the northern end of the old cut or is it somewhere in the Stage I trench? If it is in the Stage I trench, will it not be too far south of the plunging shoot, shown on the map as plunging at an angle of 80 degrees? A shaft located in mica-poor pegmatite, at

the Stage I building site, could use a good part of the allowable drifting just getting to the steeply-plunging shoot at the northern end of the old cut.

No doubt the points I have raised above are trivial and will not have a bearing on the outcome of the cited project. They do, however, show the confusion that arises when a report is too generalized.

I agree that Monk should visit your area so that these and other problems may be discussed by those concerned. I am sure such a visit would be helpful to all and have recommended it to George Selfridge. I hope, however, that our geologists will consider the points raised in this letter, when preparing future reports.

Sincerely,

Thor H. Kiilsgaard
Staff Assistant for DMEA

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

DMEA
RECEIVED MAY 1 1958

DATE	INITIALS	CODE
5/1	C	220
5/1	Houk	600

April 28, 1958

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: DMEA-4803, Idm-E1184, (mica) Howard Boone, et al. Spruce Pine, N.C. Medford Prospect, Upson County, Ga.

Reply to by K. Hs 5/2 filed

Reference is made to your letter of April 21.

This letter indicates rather clearly that the Washington Staff is not very familiar with the conditions we encounter in examining DMEA mica applications. We strongly urge that Mr. Selfridge, Mr. Houk and Mr. Anderson come down to North Carolina and Georgia for a couple of weeks and visit some of these deposits with our Field Examiners. Such a field conference should result in a better degree of understanding between the field and Washington, and should greatly aid both groups in processing applications.

Your letter states "if one were to consider that these books had been scattered throughout the excavation..." We do not see why you made this assumption when the examination report clearly states (page 3, lines 17-18, page 4, lines 8-9) that the muscovite is concentrated in the wall zone, in discontinuous zones up to three feet thick. On this basis, we think the relative terms "mica-rich" and "abundant" are properly applied. A more definite "yardstick" was not given because it is not available. A three-foot wall zone, if sufficiently extensive, can easily make a successful mica-mining venture.

Another common error seems to be the assumption that the geologic relations in the bulldozer trenches are as clear and evident as they appear to be on the colored sketch maps. These maps represent the best interpretation the Field Examiners can make but we have yet to see a bulldozer trench in which one can make crystal counts, or precise measurements of the mica-rich shoots, or of any other features of the pegmatite for that matter.

It is not at all like cutting a channel sample of a vein in an underground metal mine.

This Medford Prospect provides an interesting case in point. The Stage I bulldozing was completed last week and on April 24, Messrs. Laurence, Feitler and Lesure, accompanied by Dr. A. S. Furcron, Chief Geologist of the Georgia Department of Mines, Mining and Geology, examined it. There is still no precisely measureable mica zone, but there is obviously present a mica-rich wall zone around the northern end of the cut, which apparently plunges southward under mica-poor pegmatite exposed in a hard-rock ledge by the bulldozing. All of us agreed that although we could not measure the amount and quality of mica present, the prospect showed better than average possibilities and on that basis, we gave the Operator approval to begin Stage II.

Robert A. Laurence

Robert A. Laurence
Executive Officer, DMEA
Region V

V. J. Lynch

V. J. Lynch, Member
Bureau of Mines

DMEA
RECEIVED MAY 1 1958

DATE	INITIALS	CODE
5/1	C	22C
		60C

April 28, 1958

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-4803 (Mica)
Howard Boone, et al.
Medford Prospect
Upson County, Georgia
Contract No. Idm-E1184

Dear Mr. Phillips:

This will confirm the verbal approval given Mr. Howard Boone on April 24 to begin Stage II work at the Medford prospect, as provided in Exhibit "A" of the contract.

Please let us know when the Stage II work is begun.

Sincerely yours,

Robert A. Laurence
Executive Officer
DMEA Field Team, Region V

RAL/mg
cc - Operating Committee (2)
Finance Office
Mr. V. J. Lynch
File

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/18	Selfridge	130
"	[illegible]	110
"	[illegible]	100
		~~HB~~
4/22	[illegible]	220
		600

APR 21 1958

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region V
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Re: Docket No. DMEA-4803 - Mica
Howard Boone, et al.
Medford Prospect
Upson County, Georgia

Dear Mr. Laurence:

Recently, while reviewing the subject on-site field examination report and proposed contract, we were confronted with the problem of interpreting the words "abundant" and "mica-rich", appearing in the report. The report describes a bulldozer excavated bowl-shaped excavation 75 feet across with a trench 40 feet long and 12 feet wide in its center which had been excavated to a depth of 8 to 10 feet below the surface of the ground. The report states that between 300 and 400 pounds of block muscovite had been recovered from the bulldozing, some of which had consisted of books measuring 8 by 9 inches across and 2 to 3 inches thick.

If one uses the maximum weight of 400 pounds, only 2.3 cubic feet of mica result. This would be equivalent to approximately 25 books of 2-inch thickness. If one were to consider that these books had been scattered throughout the excavation, which at least in one area exposes an aggregate thickness of 20 feet of pegmatite, it is difficult to interpret that the limited production classifies the pegmatites as being mica-rich.

It would be appreciated if the field examiners could be more specific, giving us some sort of yardstick by which they make their classifications "abundant" or "mica-rich" or any other descriptive term.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (HB)

Approved:

/s/ Horace J. Rino (HB)
Member, Bureau of Mines

Thor H. Kiilsgaard (HB)
Member, Geological Survey

GCSelfridge/esf - 4/18/58
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Selfridge

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/7	Anderson	600
4/8	Houk	600
4-8	Chambers	800
4/9	[illegible]	130
"	Johnson	110
"	Hartendorf	100
		220

APR 10 1958 600

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region V
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Re: Docket No. DMEA-4803-Mica
Howard Boone, et al.
Medford Prospect
Upson County, Georgia

Dear Mr. Laurence:

Enclosed are the original and four copies of a proposed short-form contract signed by the Administrator for the Government. It consists of the form, Annex I (1 page), one Consent to Lien and Subordination Agreement, Exhibit A (3 pages), and one map. Also enclosed are two extra copies of Annex I, Exhibit A, and the map for Field Team use.

If the proposed contract meets with your approval, present it to the applicant for execution. Copies of the executed contract are to be distributed in the usual manner. If any part of this proposed contract does not have either your approval or that of the applicant and cannot be amended within your delegated authority, then the original and all copies of the contract and the two extra copies of Annex I, Exhibit A and the maps are to be returned to this office, together with the proposed changes for consideration.

Copies of memoranda dated October 17 and 25, 1957, by Mr. W. P. Williams, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

Frank D. Lamb

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

WCAnderson:rsi 4/7/58
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

Enclosures 11

8623

APR 10 1958

DMEA - 4803

MF 0

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 4/2/58

REFERRED TO:

1. Dockets & Records Sec.
2. Solicitor's Office
3. Mr. Dwyer, Rm 7341
4.

RECEIVED
APR 3 1958
ASSOC. SOLICITOR
NATURAL RESOURCES

R
INTERIOR DEPT.
APR 3 - 1958
SOLICITOR

	Action		Recommendation
	Approval		Record of
	Comment		Referring to
	Conference		Reply for signature of
	Consideration		Rewriting
	Filing		Signature
	Instructions		Suggestions
	Investigation		Your information
	Initials		
	Mailing		
	Previous correspondence		

OK

REMARKS: Pursuant to your memo of 1/28 we have received the info requested (we believe) by letter of 3/29/58 filed in Docket. If satisfactory please pursue attached contract.

Check (X) before the items needing attention.

DMEA - Dir. of Nonmetallic Minerals
L. G. Hook Dir.
Initials of sender.

GPO 16—63815-1

Per Walter C Carlson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13 POST OFFICE BLDG
KNOXVILLE 2, TENN.

March 31, 1958

Memorandum

To: Operating Committee, DMEA, Washington, D. C.

From: Field Team, DMEA, Region V, Knoxville, Tennessee

Subject: Docket No. DMEA-4803 (Mica)
Howard Boone, et al., Spruce Pine, North Carolina
Medford prospect, Upson County, Georgia

Enclosed are the original and one copy of a letter from John C. McBee, Attorney at Law, Spruce Pine, North Carolina, with further information relating to the title situation of the subject property, and two copies of our reply.

Robert A. Laurence
Robert A. Laurence
Executive Officer

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines

Enclosures 4

JOHN C. McBEE
J. C. McBEE, JR.

McBEE & McBEE
ATTORNEYS AT LAW
SPRUCE PINE, N. C.

TELEPHONE
POPLAR 5-2591

DMEA
RECEIVED APR 2 1958
DATE

March 29, 1958

Defense Minerals Exploration Administration
U. S. Department of Interior
Post Office Building
Knoxville, Tennessee

Re: Docket #DMEA-4803-Mica
Howard Boone, et al
Medford Prospect
Upson County, Georgia

Gentlemen:

Referring to the above captioned matter, I am of the considered opinion that the project referred to as Medford Project is located on the 820 acre mineral tract which was bought from the U. S. Government and that it is within the bounds of the description being about 6½ miles southwest from Thomaston, Georgia, and that it is bounded on the north by the road leading from Thomaston to Triune Mills; on the east by the road leading from Triune to Waynmanville; on the south by the road leading from Thomaston to Waynmanville; on the west by the lands of C. R. Corley and W. G. Boyt.

I have carefully examined the records and I find that the so called 820 acres of Barron lands ~~believed~~ belonged in fee simple to James Walker; that James Walker died testate leaving the 820 acres (I believe in that instance he called it 900 acres) naming in his last will his two sons as executors and that subsequent to his death Nathanial F. Walker (surviving executor) applied to the Court of Ordinary of Upson County, Georgia and obtained an order to sell the 820 acre boundary and did sell the same to James M. Barron, deed being of record in 1860 and being in fee simple. The record shows that James M. Barron remained as the owner of said 820 acre boundary until his death in 1928, except that in 1921 he sold all of the minerals of every kind and "Mica" to C. A. (Charles A.) Nichols, including all mining rights and ingress and egress to mine said minerals with rights to dump waste wherever convenient and to spill waste water wherever convenient, but requiring the miners to exercise care in regard to growing crops.

The records disclose that neither J. E. Burleson nor J. E. Burleson mica company ever owned any record title to any of the minerals within the 820 acre boundary or the 900 acre boundary nor within the boundary above referred to between the various roads which is now referred to as the 1073.24 acre boundary.

The records disclose that on February 12, 1938 C. A. Nichols and Wife Virginia Cotton Nichols conveyed said minerals, working rights, etc. to Dover R. Fouts receiver of J. E. Burleson estate and heirs of J. E. Burleson claim under his last will and testament said deed being a quitclaim deed and being of record March 21, 1938 in Book 83, Page 69

of Upson County, Georgia. The deed above referred to from Barron to Nichols in 1921 was a complete separation of the minerals from the surface of the 820 acre tract and the same was conveyed by the receiver, executors and heirs-at-law of J. E. Burleson in a connected chain down through the U. S. Government to Henry R. Grindstaff and Wife Myrtle Grindstaff and by two separate deeds from Henry R. Grindstaff and Wife Myrtle Grindstaff to Helen McBee (a single woman) and from Helen McBee to H. Lee Medford.

After the R. F. C. conveyed the minerals in this boundary by quit-claim deed in which they accepted for the benefit of the U. S. Government all of the fissionable minerals and metals, but conveyed all other minerals of every kind.

Several years after the death of James M. Barron, Nadine F. Barron and several others purporting to the heirs-at-law of James M. Barron conveyed the 820 acres with same small addition which is not described and which is lumped together in a total of 1073.24 acres to T. Alton Perdue and T. Alton Perdue had the entire 1073.24 acres surveyed and maped, which seems to be the first survey or map made of said property and the deed to him which is recorded in Book 100, Page 595 of Upson County, Georgia is in fee simple, but it will be noted that 26 years prior thereto James M. Barron, the ancestor, had separated the minerals from the surface and that while Mrs. Nadine F. Barron, et al owned the surface at the time of their conveyance to Perdue above referred to, they did not own any minerals or mining rights in said boundary. Mr. Perdue made a quitclaim conveyance to Mrs. Maybell McKenzie and her daughters which was a Warranty Deed and purported to convey to them both surface and minerals in fee simple, but he did not own any minerals to convey and when Mrs. McKenzie and her daughters conveyed to Henry R. Grindstaff and Wife said boundary by quitclaim deed they reserved any petroleum products that might be under the surface and did not convey the surface at all.

Mr. Medford has no claim to the surface, but has, in my opinion, a connected chain of title from Sidney K. Barron dating 1921 down to the present time for all of the minerals except fissionable minerals excepted by the Government and is probably bound by the exception made by Mrs. McKenzie and her daughters of any petroleum or petroleum products which might be found.

I unhesitatingly recommend the loan for the above captioned project and I note in your communication to Mr. S. L. Phillips that you require an opinion from a reputable lawyer. I can state that I have been practicing law, licensed by the State of North Carolina, since 1910 and that I have specialized in titles and abstracting and as to my responsibility I respectfully refer you to Honorable Sam J. Erwin, United States Senator from my section of North Carolina and Representative Charles R. Jonas,

Congressman from the District in which I live in North Carolina and I hold commendations from Franklin D. Roosevelt, Harry S. Truman and Ike Isenhour for my faithful service to my Government besides an honorable discharge from the U. S. Army and I am now State Senator for the 30th. N. C. Senatorial District.

Respectfully submitted.

Yours very truly,

MCBEE & MCBEE ATTORNEYS

John C. McBee, Sr.

Attorney for H. Lee Medford & Advisor
and Legal Advisor for S. L. Phillips

JCM:mh

RECEIVED
MAR 31 1958
U. S. Geological Survey
Contracts Division
Knoxville, Tenn.

March 31, 1958

Mr. John C. McBee
Attorney at Law
Spruce Pine, North Carolina

Re: Docket No. DMEA-4803 (Mica)
Howard Boone et al.
Medford prospect
Upson County, Georgia

Dear Mr. McBee:

Thank you for your letter of March 29, giving additional information bearing on the ownership of the subject property, and your opinion that Mr. Medford does have title to minerals (except petroleum and fissionable materials) found upon the property.

Your letter is being referred to our Legal Division in Washington. I will advise you when we hear from them.

Very truly yours,

Robert A. Laurence
Executive Officer
DMEA Field Team, Region V

RAL/mg
cc - Operating Committee (2)
Mr. Lynch
File

ORIGINAL FILE COPY
DMEA
RECEIVED MAR 31 1958

DATE	INITIALS	CODE
3/31	C	230
4/1	[illegible]	600

Spruce Pine, North Carolina
March 26, 1958

Mr. C.O. Mittendorf, Administrator
U.S. Dept. of the Interior
Defense Minerals Exploration Administration
Washington 25, D.C.

Re: Docket No. DMEA-4803 - Mica
Howard Boone - Medford Prospect
Upson County, Georgia

Dear Mr. Mittendorf:

This will acknowledge receipt of your letter dated March 24, 1958.

I'm sorry about the delay of the title opinion that you requested. It has been in the hands of a law firm since your first letter. The principle member of this firm has been ill and just returned to work a few days ago. I talked to him this morning, and we hope to have the title opinion ready to mail to you very soon.

Sincerely yours,

Sam L. Phillips

Sam L. Phillips

P/bjg

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
3/21	Anderson	600
3/21	Houk	600
3/24	Selfridge	120
"	Johnson	110
"	Butterworth	100
3/25	C	220
		600

600

MAR 24 1958

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-4803-Mica
Howard Boone, et al.
Medford Prospect
Upson County, Georgia

Dear Mr. Phillips:

On January 10, 1958, and again on February 26, 1958, we requested that you furnish a title opinion, prepared by a reputable lawyer, regarding the entire tract of 1073.24 acres which Mr. H. Lee Medford claims to own. We have not yet received the requested information.

We wish to cooperate with you fully in allowing ample time to supply the requested information; however, we cannot indefinitely postpone action on an application. Therefore, if we do not receive the requested information within 30 days from the date of this letter, we will assume that you are no longer interested in proceeding with your application, and we will consider it as having been withdrawn.

Sincerely yours,

(for)

Administrator

WCAnderson:gad 3/21/58
Copy to: Admr. R. File
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
2/25	Anderson	600
2/25	Houk	600
2/25	Selledge	190
"	Johnson	140
		~~140~~
		~~110~~
"	Whitendorf	100
2/26	C	220
		680

600

FEB 26 1958

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-4803-Mica
Howard Boone, et al.
Medford Prospect
Upson County, Georgia

Dear Mr. Phillips:

On January 10, 1958, we requested that you furnish a title opinion, prepared by a reputable lawyer, regarding the entire tract of 1073.24 acres which Mr. H. Lee Medford claims to own. We need this clarification, since we are unable to determine if the Medford Prospect is within the 820 acres, which is the subject of a Quitclaim Deed, referred to in the referenced letter, or whether it is in the remaining 253.24 acres. We have not yet received the requested information.

Since we would like to continue the processing of the subject application, it will be appreciated if you will submit the above requested data as soon as you can.

Sincerely yours,

C. C. Whitendorf (for)

Administrator

WCAnderson:rsi 2/24/58
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Field Team, Region V
Mr. Houk

8623

January 10, 1958

Memorandum to the File DMEA-4803

Mr. Sam Phillips called and was advised that a letter will go out to him today, requesting that he furnish a title opinion on acreage which makes up the Medford Tract.

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
1/10	Houk	600
1/10	Selfridge	120
"	Johnson	110
		~~100~~
1/13	gb	220
		600

600

JAN 10 1958

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-4803-Mica
Howard Boone, et al.
Medford Prospect
Upson County, Georgia

Dear Mr. Phillips:

Reference is made to your letter of December 12, 1957, answering our request of December 9, 1957, to clarify the location of the Medford Prospect.

This office has received a copy of a letter dated December 10, 1957, addressed to the Knoxville Field Office, from Mr. Robert M. Bethel, Clerk of the Superior Court of Upson County, Georgia. This letter refers to a Quitclaim Deed, dated December 24, 1948, from the Reconstruction Finance Corporation to Mr. H. R. Grindstaff and wife, Myrtle, of 820 acres, more or less, known as the Barron Mines, Jug District, of Upson County, Georgia, recorded in Book 112, pages 477-78. We are unable to determine if the Medford Prospect is within this 820 acres or whether it is in the remaining 253.24 acres which make up the whole 1073.24 acres, which Mr. H. Lee Medford claims to own.

Therefore, it is requested that you furnish a title opinion, prepared by a reputable lawyer, regarding the entire tract of 1073.24 acres. Prompt attention to this matter will enable us to continue with the processing of your application.

Sincerely yours,

Frank E. Johnson
(By es)
ACTING Administrator

WCAnderson:rsi 1/10/58
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

MF: DMEA - 4803

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 12/27/57

REFERRED TO:
1. ~~Director's Records Sec~~
2. ~~Solicitor's Office~~
3. ~~Mr. Dwyer, Rm. 7341~~
4. ~~L. G. Hoch~~

FOR: MI

INTERIOR DEPT.
DEC 30 1957
SOLICITOR

..... Action	..... Recommendation
..... Approval	..... Record of .....
..... Comment	..... Referring to .....
..... Conference	..... Reply for signature of .....
..... Consideration	..... Rewriting
..... Filing	..... Signature
..... Instructions	..... Suggestions
..... Investigation	..... Your information
..... Initials	
..... Mailing	
..... Previous correspondence	

REMARKS: Please complete processing of attached contract, as discussed by Anderson and Long.

Check (X) before the items needing attention.

DMEA - Div. of Nonmetallic Minerals

Walter C. Anderson, Acting Div.
Initials of sender.

1/3/58

16—63815-1

Contract not surnamed in Legal, pending receipt of information from applicant

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON 25, D. C.

JAN 3 - 1958

MEMORANDUM

TO: Administrator, DMEA
ATTENTION: Director, Division of Nonmetallic Metals

FROM: Associate Solicitor, Division of Mineral Resources

SUBJECT: Proposed Exploration Project Contract, Docket No. DMEA 4803 (Mica)

We have prepared the attached Contract for your use. However, before it is executed there is a matter regarding applicant's property rights which requires some clarification.

The file contains a letter dated November 20, 1957, and signed by Owen J. Adams, Esq., giving formal notice that his client, Viola B. Laughridge, claims ownership of the mineral rights in the land which is the subject of the application by virtue of a conveyance recorded February 1, 1919, in the office of the Clerk of the Superior Court, Upson County, Georgia, in Deed Book 37, pages 1 and 2; said conveyance being from the then owner of the land to the J. W. Burleson Mica Company and by will being vested in Mrs. Laughridge.

The letter dated December 10, 1957, from Robert M. Bethel, Clerk of the Superior Court of Upson County, Georgia, refers to a Quitclaim Deed, dated December 24, 1948, from the Reconstruction Finance Corporation to H. R. Grindstaff and wife, Myrtle, of 820 acres, more or less, known as the Barron Mines, Jug District, of Upson County, Georgia, recorded in Book 112, pages 477-78. Presumably this was a valid conveyance. However, we are unable to determine if the the Medford prospect is within this 820 acres or whether it is in the

remaining 253.24 acres which make up the whole 1073.24 acres, which Mr. H. Lee Medford claims to own.

We suggest that the applicant be requested to furnish a title opinion, prepared by a reputable lawyer, regarding the entire tract, 1073.24 acres.

Robert P. Dwyer

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13 POST OFFICE BLDG.
WASHINGTON 25, D. C.
KNOXVILLE 2, TENN.

EXTRA COPY
DMEA
RECEIVED DEC 20 1957

DATE	INITIALS	CODE
12/21	Hunt	6 00

December 17, 1957

Memorandum

To: Operating Committee, DMEA, Washington, D. C.

From: Acting Executive Officer, DMEA Field Team, Region V

Subject: Letters concerning DMEA-4828, DMEA-4803 and DMEA-4534

There are enclosed letters pertaining to the record of titles of the following properties:

1. The Mathis property, Upson County, Georgia, on which Lee Medford has DMEA contract No. E1150, Docket No. DMEA-4828.

2. The Medford property, Upson County, Georgia, on which Howard Boone filed an application which has Docket No. DMEA-4803.

3. The Taylor Prospect, Hart County, Georgia, Contract No. Idm-E1106, Docket No. DMEA-4534.

We received only the original of each letter which we are forwarding, without copies as our facilities for making copies are limited.

V. J. Lynch

Enclosures 3
VJL/mg
cc - Lynch
Laurence
Operating Committee (6)

ORIGINAL FILE COPY
DMEA
RECEIVED 1957
DATE TYPE
12/16 C 220
12/16 Houk 600

Spruce Pine, North Carolina
December 12, 1957

Mr. Lawrence G. Houk, Chief
Nonmetallic Minerals Division
U.S. Dept. of the Interior, D.M.E.A.
Washington 25, D.C.

Dear Mr. Houk:

Re: Howard Boone, el al.
Docket No. DMEA 4803 - Mica
Medford Prospect
Upson County, North Carolina

This will acknowledge receipt of your letter dated December 9, 1957.

We have tried to make the corrections as requested, however, if there is any further information that you need, please let us know.

Sincerely yours,

Sam L. Phillips

Sam L. Phillips

Enclosures
P/bjg

OFFICIAL FILE COPY
DMEA
RECEIVED DEC 20 1957

DATE	INITIALS	CODE
12/20	Hook	600

Thomaston, Ga.
December 10, 1957

United States Department of the Interior
Defense Minerals Exploration Administration
Room 13 Post Office Bldg.
Knoxville 2, Tenn.

Re: DMEA-4803, Mica
Howard Boone, et al
Medford Prospect
Upson County, Ga.

Attention: Mr. Robert A. Laurence
Executive Officer, DMEA
Region V

Pursuant to your communication to Howard Boone, c/o Sam Phillips, Spruce Pine, North Carolina, I, as Clerk of the Superior Court of Upson County, Georgia, and by reason of my office, recorder of titles in Upson County, Georgia, hereby tender to you the following information concerning the above captioned matter.

There is of record in my office a record of a deed from Helen McBee of Mitchell County, North Carolina, to H. Lee Medford of Mitchell County, North Carolina, conveying to him mineral interest in several mineral properties in Upson County, Georgia. Under Sub-section B of said deed dated 29th day of June, 1957, she conveys to him 1073.24 acres of mineral and mining rights especially excepting therefrom "all oil, gas and petroleum of every quality that is on, in, upon, or under or may be found in, upon or under the following described lands, to-wit: All of a certain tract or parcel of land containing 1073.24 acres," the same being the land and premises upon which the above captioned project is supposed to be located and known in the community as the Walker Field or Bennie Barron Properties which minerals are conveyed to the said Helen McBee by two deeds from Henry Grindstaff and Myrtle Grindstaff, the first of which is dated September 6, 1952, and recorded in the records of my office in Deed Book #129, Page 149, conveying to her a one-half undivided interest in the 1073.24 acres of minerals together with mining rights and the other deed from Henry R. Grindstaff and Myrtle Grindstaff to Helen McBee conveying to her a one-half interest in the minerals in the same 1073.24 acres, which deed is dated March 14, 1953, and recorded in Book 129, pages 149-150 of deeds in my office; both of which deeds have the same exception as to oil, gas, petroleum and petroleum products but not except any other minerals.

My records further show that on December 24, 1948, the Reconstruction Finance Corporation executed a Quitclaim Deed to H. R. Grindstaff and wife, Myrtle Grindstaff, conveying to them "all the mineral rights and privileges in and to 820 acres of land, more or less, known as the Barron Mines, Jug District, of Upson County, Georgia, located about 6½ miles south of Thomaston," together with mining rights, etc, description said boundary by metes and bounds, subject to existing easements and rights-of-ways, excepting therefrom "all uranium, thorium and all other materials determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946. (60 Stat. 761.) to be peculiarly essential to the production of fissionable material, contained in whatever concentration, in deposits in the lands conveyed by this instrument are hereby reserved for the use of United States," followed by ample mining rights and access rights. The above conveyance being of record in my office in Deed Book 112 on pages 477-478. The above referred to transaction having followed a foreclosure proceeding in the matter of Walter E. Lockridge and Nola Burleson, Administrators c. t. a. of the Last Will and Testament of J. E. Burleson, deceased, under a deed of trust executed by said administrators to Dover R. Fouts, Trustee for the Northwestern Bank, the Reconstruction Finance Corporation having secured the ownership of said minerals by reason of the foreclosure of said deed of trust.

My records further show that January 5, 1950, Henry R. Grindstaff and wife, Myrtle Grindstaff received a Quitclaim Deed for the mineral rights in 1073.24 acres from Mrs. Maybelle McKenzie et al for minerals and working rights on said 1073.24 acres excepting as above referred to all of the oil, gas and petroleum products of every kind and nature. It being obvious that 253.24 acres had been added to the 820 acres theretofore conveyed by Reconstruction Finance Corporation to Henry R. Grindstaff and wife, Myrtle Grindstaff. Said boundary being referred to in said deed as the T. Alton Perdue tract, the deed to which is recorded in Book 117, page 33, in my office. (The project above referred to may be located on the 253.24 acres which was added to and sold with the 820 acres.)

I also find of record in my office a Warranty Deed Fee Simple dated November 8, 1949, of record in Book 117 of Deeds, Page 33, from T. Alton Perdue to Mrs. Maybelle McKenzie, Mrs. Isabelle McKemie, Mrs. Jacqueline Ralls and Mrs. Annie Bess Whatley conveying to them 1073.24 acres of land in fee simple with no exceptions which is described by metes and bounds.

My information is that Mr. H. Lee Medford is now in possession of the whole of the 1073.24 acres and is claiming the same by, under and through the above referred to mesne conveyances.

Respectfully submitted,

Robert M. Bethel

Robert M. Bethel, Clerk of the Superior Court of Upson County, Georgia and Recorder Ex Officio for said county.

RECEIVED
DEC 16 1957
U.S. Geological Survey
Conservation Division
Roanoke, Va.

MINING LEASE

State of North Carolina Mitchell County:

This indenture made this 20th day of November, 1957, ~~XXX~~

between H. Lee Medford

of Mitchell County and State of North Carolina as party of the first part, and known as lessor, and Howard Boone

of Mitchell County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the part of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written to wit: Beginning on an iron stake which is located 50' North of what is known as the Medford Prospect, and running 250' North, thence 300' West, thence 600' South, thence 600' East, thence 600' North, thence 300' West to the point of closing. The Southwest corner of this legal description is located North 60° East 2100' from a stake and a colored cemetery, also the Southeast corner of this legal description is located North 47° 30 Min. East 440' ~~from~~ to L.m. an 8" post oak, Wyman Mathis corner. This property is located approximately six miles Southeast of Thomaston, Ga., as recorded in Register of Deeds Office in Upson County, Ga. Book R at page 731.

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the condition of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operatins during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have the right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said part of the first part, or his or their heirs or assigns, a rental royalty of 1/8 Royalty (One-Eighth)

on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the party of the first part or by the continuation of any mining operations then being conducted. The lessor reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real estate described and set forth in this lease for a total purchase price of _____, said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of two years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessor. The lessee agrees that during the period of this lease or the continuance of this lease work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

WITNESS our hands and seals the day and year first above written.

Witness:

Kenneth R McKinney
(Notary Public)
Commission expires - 8/29/58

H Lee Medford (Seal)

_____ (Seal)

_____ (Seal)

MINING LEASE

State of North Carolina Mitchell County:

This indenture made this 20th day of November, 1957, ~~NEX~~

between H. Lee Medford

of Mitchell County and State of North Carolina as party of the first part, and known as lessor, and Howard Boone

of Mitchell County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the part of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written to wit: Beginning on an iron stake which is located 50' North of what is known as the Medford Prospect, and running 250' North, thence 300' West, thence 600' South, thence 600' East, thence 600' North, thence 300' West to the point of closing. The Southwest corner of this legal description is located North 60° East 2100' from a stake and a colored cemetery, also the Southeast corner of this legal description is located North 47° 30 Min. East 440' ~~from~~ to L.M. an 8" post oak, Wyman Mathis corner. This property is located approximately six miles Southeast of Thomaston, Ga., ~~as recorded in Register of Deeds Office in Upson County, Ga. Book R at page 731.~~

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the condition of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operatins during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have the right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said part of the first part, or his or their heirs or assigns, a rental royalty of 1/8 Royalty (One-Eighth)

on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the party of the first part or by the continuation of any mining operations then being conducted. The lessor reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real estate described and set forth in this lease for a total purchase price of _____, said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of two years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessor. The lessee agrees that during the period of this lease or the continuance of this lease work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

WITNESS our hands and seals the day and year first above written.

Witness:

Kenneth R McKenney
(Notary Public)
Commission expires - 8/29/59

H Lee Medford (Seal)

_____ (Seal)

_____ (Seal)

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
12/9	Anderson	600
12/9	Houk	600
"	Johnson	110
"	Matthews	100
12/9	gf	220
		600

600

DEC 9 1957

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-4803-Mica
Howard Boone, et al.
Medford Prospect
Upson County, North Carolina

Dear Mr. Phillips:

This will acknowledge the receipt of a new lease, dated November 20, 1957, and five copies of a Consent to Lien and Subordination Agreement, undated, in connection with the subject application.

We are returning the documents and Maps 1 and 2 for correction and clarification of ties to property corners. If the tie to the corner between the Corley and Mathis Property, as shown on Map No. 1, is correct, then in the description, "...located North 47 degrees 30 minutes, East 440 feet from an 8 inch post oak", the word "from" should be changed to "to", and initialled by the Lessor. Also, please date the Consent to Lien and Subordination Agreement and indicate the address of the Lessor. According to Map No. 1, the subject property is bounded by the A. J. Zorin Property on the south, and is located 225 feet south of the Triune Mill Road. However, according to Map No. 2, the Triune Mill Road is at least 7,200 feet north of the A. J. Zorin Property, while the Corley Property shown on Map No. 1 as being adjacent to the Medford Prospect is located north of the Triune Mill Road. It will be appreciated if you will clarify the above and show on Map No. 2 the precise location of the Medford Prospect.

Without this information we are unable to continue processing your application. Your compliance with our request at your earliest convenience will be appreciated.

Sincerely yours,

Lawrence G. Houk, Director
Division of Nonmetallic Minerals

Enclosures 10

WCAnderson:gad 12/9/57

Copy to: Admr. R. File
Field Team, Region V
Mr. Kilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13 POST OFFICE BLDG.
WASHINGTON 25, D.C.
KNOXVILLE 2, TENN.

December 5, 1957

DMEA
RECEIVED 1957

DATE		NOTES
12-9	C	220
12/10	Hoch	600

Mr. Howard Boone
c/o Sam Phillips
Spruce Pine, North Carolina

Re: DMEA-4803, Mich
Howard Boone, et al
Medford Prospect
Upson County, Ga.

Dear Mr. Boone:

In order that processing of the subject application may be resumed, please send me at your earliest convenience a document obtained from the county recorder's office at Thomaston, Georgia showing that the ownership of the mineral rights in the land leased is vested in the Lessor, Mr. Lee Medford.

Sincerely yours,

Robert A. Laurence
Executive Officer, DMEA
Region V

RAL/sm
cc
Lynch
Opr. Com-2
Lynch
Zimmerman
Files

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
11/29	Anderson	600
		~~140~~
		~~140~~
11/29	Selbridge	130
11/29	Yager	130
		~~130~~
11/29	Johnson	110
"	Mittendorf	100 ~~240~~
12/2	C O	220
11/29	Williams	(130) 600

600

DEC 2 1957

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-4803-Mica
Howard Boone, et al.
Medford Prospect
Upson County, Georgia

Docket No. DMEA-4825-Mica
Jeter Boone, et al.
Mercer Prospect
Upson County, Georgia
Contract No. Idm-E1147

Dear Mr. Phillips:

Reference is made to the Contract, DMEA-4825, Idm-E1147, on a 34 acre tract in Upson County, Georgia, leased to Jeter Boone, one of the partners, by L. T. Mercer and Elsie B. Mercer.

This office has received a copy of a letter addressed to the Knoxville Field Office from Mr. Owen J. Adams, dated November 20, 1957, a copy of which was also sent to you. This is notice to you that the DMEA will not participate in any of the costs incurred under the contract until such time as the ownership of the mineral rights in the property has been clarified.

Processing of application DMEA-4803 will be held in abeyance pending clarification of this ownership.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

LGHouk:gad 11/22/57
Rewritten
FEJohnson:rsi 11/29/57
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
11/22	Houk	600
		140
		140
11/27	Selfridge	130
11/27	Lamb	130
11/25	Williams	130
		110
		100
Mica		220

600

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-4803-Mica
Howard Boone, et al.
Medford Prospect
Upson County, Georgia

Docket No. DMEA-4825-Mica
Jeter Boone, et al.
Mercer Prospect
Upson County, Georgia
Contract No. Idm-E1147

Dear Mr. Phillips:

Reference is made to the Contract, DMEA-4825, Idm-E1147, on a 34 acre tract in Upson County, Georgia, leased to Jeter Boone, one of the partners, by L. T. Mercer and Elsie B. Mercer.

This office has received a copy of a letter addressed to the Knoxville Field Office from Mr. Owen J. Adams, dated November 20, 1957, a copy of which was also sent to you. This is notice to you that the DMEA will not participate in any of the costs incurred under the contract until such time as the ~~time~~ ~~the~~ ownership of the mineral rights in the property has been clarified.

Processing of application DMEA-4803 will be held in abeyance pending clarification of the ownership.

Sincerely yours,

Administrator

LGHouk:gad 11/22/57
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON FED. BLDG.
KNOXVILLE 2, TENN.

November 25, 1957

OFFICE OF THE DIRECTOR
DMEA
RECEIVED NOV 27 1957
DATE | | |
11/27 | gb | 220 600

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region V - Knoxville

Subject: DMEA--4803(mica) Howard Boone, Applicant.
Medford Mine, Upson County, Georgia

There are enclosed 5 copies of form MF-205, Consent to Lien and 3 copies of the Mining Lease pertaining to the subject application. These were requested from the Applicant because the land description did not check on the forms submitted with the application.

We are returning the original property map which accompanied the application.

There is also enclosed 2 copies of a letter from Sam L. Phillips, which lists the names of the partners in this project.

V. J. Lynch

Spruce Pine, North Carolina
November 22, 1957

Mr. Robert A. Laurence, Executive Officer
DMEA, Region V., Room 13, Post Office Building
Knoxville, Tennessee

Re: DMEA-4803 (Mica)
Howard Boone
Medford Mine, Upson Co., Ga.

Dear Mr. Laurence:

This will acknowledge receipt of your letter dated November 19, 1957.

Enclosed you will find new lease and new consent to lien forms, also the map which the Field Team left here. Mr. Medford owns all the property shown on our November 14 map. The Triune Mill Road is approximately 4600' from the leased area, Mr. Thompson, said that he had not shown the road on the map to scale.

This is a list of the partners in the above named prospect.

Howard Boone	Route #3	Bakersville, N.C.
Homer Boone	"	"
Jeter Boone	"	"
John Phillips	-	Spruce Pine, N.C.
Sam L. Phillips	-	"

I hope we have furnished the information needed.

Sincerely yours,

Sam L. Phillips

Sam L. Phillips

Enclosures
P/bjg

RECEIVED
NOV 25 1957
U. S. Geological Survey

DMEA
4825
4828
4803

OWEN J. ADAMS
ATTORNEY AT LAW
BARRON BUILDING
THOMASTON GEORGIA

November 20, 1957

Southern Minerals Exploration Administration
U. S. Department of Interior
Post Office Building
Knoxville, Tennessee

Gentlemen:

I am informed that one S. L. Phillips has applied for and received approval on a government loan for the purpose of working certain mineral rights under a pretended lease from one Tom Mercer on approximately 34 acres of land in the 18th Land District of Upson County, Georgia.

This is to give you formal notice of the prior claim and ownership of the mineral rights on this land by my client, Mrs. Viola B. Longbridge, under authority of a conveyance recorded on February 1st, 1919, in office of the Clerk of Superior Court, Upson County, Georgia, in Deed Book 37, pages 1 and 2; said conveyance being in favor of J. H. Burleson Mica Company from the then owner of said land, and having passed by will to Mrs. Viola B. Longbridge.

I am now in the process of completing an examination of the title to all of the land conveyed by the last mentioned instrument, and it further appears that certain lands now claimed by Southern Mining Company, John C. McBee and Lee Medford, all of Spruce Pine, N. C., are also affected by this prior conveyance; and, I believe these latter parties have also obtained a government loan for the purpose of mining the affected lands.

I understand plans are under-way to begin work under the Mercer-Phillips lease within about two weeks; this is to give notice of intention to file an injunction and suit for damages should such work actually be commenced. This matter should be clarified before any work is started. Copies of this notice are being posted to all affected parties as formal notice of the prior title.

Very truly yours,

Owen J. Adams

OJA:fcn

Copies to:

Dept. of Interior
Washington, D. C.

S. L. Phillips
Spruce Pine, N. C.

John C. McBee
Spruce Pine, N. C.

Southern Mining Co.
Spruce Pine, N. C.

Lee Medford
Spruce Pine, N. C.

Mrs. V. B. Longbridge
Spruce Pine, N. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

WASHINGTON 25, D. C.

November 19, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED NOV 21 1957

DATE	INITIALS	CODE
11/21	C	220
		600

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: DMEA-4803 (mica) Howard Boone, Bakersville, N.C.
Medford Prospect, Upson County, Georgia

Enclosed are 3 copies of an amended legal description, submitted by Mr. Sam L. Phillips. However, he did not submit a new lease or Consent to Lien. Also enclosed is a map, which according to Mr. Feitler and Mr. Bergman, is a correct representation of the proposed project area, though part of the map is obviously not to scale.

It is noted that the application indicates the Applicant to be a partnership. Presumably Mr. Phillips is a partner in this venture.

Robert A. Laurence
Executive Officer, DMEA-Region V

V. J. Lynch

V. J. Lynch, Member
Bureau of Mines

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

SPECIAL ... COPY
DMEA
RECEIVED NOV 21 1957
DATE | INITIALS | CODE

November 19, 1957

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: DMEA-4803(mica)
Howard Boone
Medford Mine, Upson County, Ga.

Dear Mr. Phillips:

Receipt is acknowledged of your amended description of the lease and map showing the tie-in.

As the amended description is quite different from the description on the lease, it will be necessary to submit a new lease and new Consent to Lien. Six blank copies of the Consent to Lien forms are enclosed.

Does Lee Medford own all the property shown on your November 14 map to be bounded by McIntyre Brothers Farm, Conley property, Wyman Mathis, A. J. Zorn and W. H. Young? What is the approximate distance between the north edge of the leased square and the Triune Mill Road? At the scale of the map, it would be only 450 feet, but it is my understanding that it is much farther than that.

It is indicated on the application form that the Applicant is a partnership, but none of the partners, except Howard Boone are named. Please send me the names and addresses of all the partners.

Please return to me the map which Mr. Bergman and Mr. Feitler left with you, as it should be in the docket file in Washington.

Sincerely yours,

Robert A. Laurence
Executive Officer, DMEA
Region V

RAL/zm
cc
Lynch
Opr. Com-2
Files

Spruce Pine, North Carolina
November 15, 1957

Mr. Robert A. Laurence, Executive Officer
D.M.E.A., Region V, Room 13, Post Office Building
Knoxville, Tennessee

Dear Mr. Laurence:

Re: Medford Prospect, Upson County
DMEA #4803

We wish to make an amended legal description on the above named prospect to read as follows:

Beginning on an iron stake which is located 50' North of what is known as the Medford Prospect, and running 250' North, thence 300' West, thence 600' South, thence 600' East, thence 600' North, thence 300' West to the point of closing. The Southwest corner of this legal description is located North 60° East 2100' from a stake and a colored cemetery, also the Southeast corner of this legal description is located North 47° 30 min. East 440' from an 8" post oak, Wyman Mathis corner. This property is located approximately six miles Southeast of Thomaston, Georgia, as recorded in Register of Deeds Office in Upson County, Georgia, book R at page 731.

Sincerely yours,

Sam L. Phillips

Sam L. Phillips

Enclosures:
P/bj

RECEIVED
NOV 18 1957
U.S. Geological Survey
Denver

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
11/4	Anderson	600
11/4	Houk	600
11/6	[illegible]	130
"	Johnson	110
		~~100~~
11/7	gb	220
		600

600

NOV 7 1957

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region V
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Re: Docket No. DMEA-~~4803-Mica~~
Howard Boone, et al.
Medford Prospect
Upson County, Georgia

Dear Mr. Laurence:

Reference is made to our letter of August 5, 1957, requesting the Applicants to furnish information concerning the property from which the leased area is carved, total acreage; book and page number of the deed recording in the County Office; tie-in of the proposed work to a property line; and a map showing these data.

None of the requested information has been received except a map which was enclosed with the Field Team examination report. We are lacking the following data:

1. The relationship of the proposed work to the boundary lines of the leased area.
2. Tie from iron stake in center of leased area to nearest identifiable corner of Medford Property.
3. The map does not show the Medford and Brown Properties cited in the land description of the leased area. Therefore, we need information on what the Medford Property comprises and the bounding owners. Does Medford own the entire 1073.24 acres outlined on the map, or only lot No. 1 of the 16th District?
4. Please obtain book and page number of recording in the County Office of the instrument transferring the property to Medford.

Processing of the subject application will be held in abeyance pending receipt of the above-requested data. We are enclosing the referenced map which we wish to have returned with your reply.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

WCAnderson:rsi 11/4/57

Approved:
Frank D. Lamb (FDL)
Member, Bureau of Mines
Thor H. Kiilsgaard (THK)
Member, Geological Survey

Enclosure

Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Houk
Mr. Dietrich, 3061

8623

in Legal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

October 25, 1957

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4803 (mica)

Applicant: Howard Boone

Name and Location of Property: Medford Prospect, Upson County, Ga.

Date of Field Team Report: 10/7/57

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 10/14/57

Field Team Recommendation: Recommend a two-stage exploration program.

Comments:

1. A shallow bulldozer cut has exposed a series of thick, lenticular, mica-bearing pegmatites.
2. Applicants report that between 300 and 400 pounds of block mica was recovered during bulldozing and examiners were able to find abundant mica of good size and quality.
3. This deposit appears to have possibilities for the development of strategic mica.

Recommendation:

I concur with the recommendation of the field team that exploration assistance be granted.

OFFICIAL FILE COPY
RECEIVED OCT 28 1957

DATE	INITIALS	CODE
10/28	C	220
10/30	[illegible]	600

W. F. Dietrich

W. F. Dietrich

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

OFFICIAL FILE COPY
DMEA
IN REPLY REFER TO:
RECEIVED OCT 21 1957

DATE	INITIALS	CODE
10/21	C	220
10/22		600

Memorandum

October 17, 1957

To: L. G. Houk, Defense Minerals Exploration Administration

From: W. P. Williams, U. S. Geological Survey

Subject: Review of Field Examination Report, DMEA 4803 (mica), Howard Boone, Medford prospect, Upson County, Georgia.

The examining team report that previous bulldozer work has partially exposed a series of thick, lenticular, mica-bearing pegmatites. The examiners were able to find abundant mica of good size and quality in the exposed parts of the pegmatite.

The examiners believe that conditions on the property are favorable enough to warrant further exploration. They accordingly recommend approval of a DMEA project that would provide for surface trenching, shaft sinking, and drifting at a total estimated cost of $6,618.

I agree with the recommendations of the examining team for the main reason that the proposed project appears to have a good chance for success.

W. P. Williams

W. P. Williams

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13 POST OFFICE BLDG.
WASHINGTON 25, D.C.
KNOXVILLE 2, TENN.

OFFICIAL FILE COPY
DMEA
RECEIVED OCT 10 1957

DATE	INITIALS	CODE
10/10	C	220
10/14	JAB	130
10/15	C	220
10/15	WRA	600

October 8, 1957

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: Field Examination Report - DMEA-4803(mica) Howard Boone, Applicant. Medford Prospect, Upson County, Georgia

Transmitted is the original and two copies of the subject report, with 8 extra copies of the map; also is a copy of a property map which is not labeled. We assume it is to accompany the Medford application.

Robert A. Laurence
Robert A. Laurence
Executive Officer, DMEA-RegionV

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines

On-Site Exam Rpt.

Reviewed by
DMEA OPERATING COMMITTEE
10-14-57
(date)

OFFICIAL FILE COPY
DMEA
RECEIVED OCT 10 1957

DATE	INITIALS	CODE
10/14	LB	130
		220

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT
REGION V

DMEA-4803(mica) MEDFORD PROSPECT
Upson County, Georgia

S. C. Bergman and F. G. Lesure, Geologists
Geological Survey

Stanley A. Feitler, Mining Engineer
Bureau of Mines

October 7, 1957

Reviewed by
DMEA OPERATING COMMITTEE
10-14-57
(Date)

FIELD EXAMINATION REPORT

DMEA-4803, (mica) MEDFORD PROSPECT
Upson County, Georgia

Applicant: Howard Boone, Route #3, Bakersville, North Carolina
c/o Sam L. Phillips, Spruce Pine, N.C.

SUMMARY

A relatively shallow, bowl-shaped bulldozer cut has partially exposed the north-northeast pinchout of a series of thick en echelon, lenticular-shaped, concordant (?), pegmatites. The exposed pegmatites appear to coalesce to the south-southwest into one or more larger structures of uncertain strike extent. There is no indication of any previous operations except for two shallow test pits along the north and west edges of the recent bulldozing (June, 1957). It is reported that between 300 and 400 lbs of block was recovered from this work. Muscovite dug by the Examiners from the exposed pegmatite is abundant and appears to be of good size and quality. The Examiners recommend a two-stage exploration program to be set up to outline the surface extent of pegmatite and explore the downdip projection of exposed structures with shaft and drift work.

INTRODUCTION

Location and Access

The Prospect site is 7.03 airline miles S52°W of the center of Yatesville, Upson County, Georgia. It is located on moderately hilly ground covered with heavy second-growth timber, and is on the north bank of a branch of Tobler Creek. There is about 2000 ft of logging road connecting the site with a good all-weather gravel road which feeds directly into Thomaston, Georgia. The logging road is in good shape except for being somewhat overgrown with brush. The Prospect is located in the southwest corner of the west-cental 1/9th of the Yatesville, Georgia, Quadrangle, USGS Ed. 1951, 1:62,500.

Examination

The property was examined September 19, 1957 over a period of about 1 and 1/2 hours. Accompanying the Examiners were Mr. Lee Medford, and Howard, Jeter, and Homer Boone, of Spruce Pine, N. C. One of the other of the Boone brothers would be the forman-miner for any contract work that might result. Each one has an excellent record on work performed under previous DMEA exploration contracts.

The bulldozer work which was done by Mr. Lee Medford in June of this year, consists of a roughly circular bowl-shaped excavation about 75 feet across, with dump material extending an additional 45 ft south to the creek bank. A north-northeast trending trench, 40 ft long and 12 ft wide was cut in the center of the bowl-shaped excavation to a maximum depth of 8 to 10 ft below the surface of the ground. Two small test pits at the north and west edge of the bulldozer cut represent the only known pre-existing work at this site. Mr. Medford reported that between 300 and 400 pounds of block muscovite was recovered from the bulldozing, which was trimmed and sold with production from the nearby Barren Mine, so that no individual sales statistics are available for this muscovite. At the present time there are no equipment, buildings, or supplies of any kind at the site. The nearest power line is at least 1500 ft south.

GEOLOGY

A series of at least four steeply inclined and mica-rich pegmatites is incompletely exposed in the bulldozer trench. The

structures lens out to the north-northeast and appear to coalesce into a larger singular (?) unit to the south-southwest. The axes of the individual lens-like apophyses (?) trend N22-30°E and the contacts dip from vertical to 55° northwest. Individual pegmatites range in thickness from 2 to 9 ft with an aggregate thickness of 20 ft or more. Pegmatite is exposed for at least 40 ft along strike with at least that much additional continuity suggested to the south-southwest on the basis of structural symmetry. The structures appear to be concordantly emplaced with only a very local suggestion of slight angular discordance along the contacts. Country rock consists of a relatively fine-grained quartz-biotite-muscovite gneiss and schist, with some interlayered feldspathic alteration gneiss.

Pegmatite consists of an irregular and possibly discontinuous core of medium-grained buff-colored perthite with minor interstitial quartz, and fine-grained plagioclase and sericite. Discontinuous wall zones up to 3 ft thick, consist of kaolinized medium to medium-fine grained plagioclase, interstitial quartz, and muscovite with very minor biotite and sericite. Muscovite which was dug by the Examiners out of the weathered pegmatite measured up to 4 x 6 inches across and 3/4 inches thick, and books were reportedly recovered from the bulldozer work which measured 8 x 9-inches across and 2 to 3-inches thick. The muscovite is a light clear brown color with a slight reddish cast and is very flat,. Only a minor amount of ruling, cracking, and fine quartz and other

mineral intergrowths were noted. Both pegmatite and country rock are thoroughly weathered and decomposed at the surface, but with the exception of the plagioclase, become quite hard at a depth of about 6 to 8 ft below the surface.

CONCLUSION AND RECOMMENDATIONS

Pegmatite with good indicated structural continuity, as well as excellent mineralogic environment has been partially exposed by preliminary bulldozing. The contained muscovite is both abundant in the wall zones and of excellent quality.

A two-stage exploration program is strongly recommended to outline the surface extent of pegmatite as well as the downdip projection and its potential. Stage I is suggested as consisting of a crosscutting bulldozer trench 80 x 12 x 5 ft deep to the south of the present exposure of pegmatite. To supplement the bulldozing, the digging of two 30 x 2 x 1 foot deep hand trenches is recommended since bulldozing alone has a tendency to smear and partially backfill its own work. This was particularly noticeable at this site. Stage II is suggested as consisting of 60 feet of vertical or inclined shaft, collared at a point approved by the Government after Stage I trenching, and 100 feet of drift and/or crosscut as needed.

ESTIMATED COSTS

STAGE I

Excavate one cross cutting trench 80 x 12 x 5 feet deep by bulldozer and hand trenches 2 ft wide by 1 ft deep not to exceed 120 cu ft in volume approximately as indicated on the attached map.

Bulldoze - 178 cu. yds @ $0.~~40~~ .30/cu.yd	$~~53.40~~	Round to 53.00
Hand trench 120 cu. ft. @ $0.~~15~~ .20/cu.ft	18.00	24.00
Total estimated cost of Stage I		$ ~~71.40~~ 77.00

STAGE II

Sink 60 ft of shaft 5 x 7 ft in cross-section with timbered manway.

Construct:

Toolhouse	$75.00	
Powder magazine	25.00	
Cap magazine	15.00	
		115.00

Labor:

1 - Foreman-Miner,	$14/shift
1 - Hoistman	12/ "
1 - Laborer	8/ "
Per 8-hour shift	$34.00/sh

Total labor-~~40~~ shifts- 1.6 ft/sh = 38 sh — $1360.00 1292.00

Equipment (rental)

1-Compressor-105 c.f.m. @ $150/Mo.	$300.00	250/mo
1-Hoist(gas) @ $50/Mo.	100.00	
1-Rock drill with air hose @ $40/Mo.	80.00	
1-Sump pump @ $40/Mo.	80.00	
Total equipment rental.....	560.00	475.00

Supplies:

Gasoline and oil	135.00
Explosives	195.00
Drill steel	108.00
Timber, 3M B.F.	195.00
Small tools & Misc.	120.00
Sales Tax	23.00
Social Sec. & Liability Ins.	163.00
Total supplies	$939.00

Total estimated cost of shaft..... $2,859.00

Estimated cost per ft $47.65 use $45/ft. 2706.00

Drift and or crosscut 100 ft 5 x 7 ft in cross section.

Labor:

1-Foreman-Miner @	$14/shift
1-Hoistman @	12/ "
1-Laborer @	8/ "
Per 8-hr. shift..	$34

1632.00

Total labor-50 shifts..... 1700.00

use 2.1/sh = 48 shifts

Equipment(rental)

250/mo

Compressor, @ $150/Mo.	$375.00
Hoist-single drum gas @ $50/Mo.	125.00
Rock drill with air hose @ $40/Mo.	100.00
Sump Pump @ $40/Mo.	100.00
Jackleg @ $25/Mo.	63.00

600.00

Total equipment rental 763.00

Supplies:

Gasoline and Oil	71.40
Explosives	325.00
Drill steel	150.00
Timber, 2 M @ $65/M	130.00
Small tools & Misc.	100.00
Soc. Sec. & Ins.	204.00
Sales Tax	26.00
Total supplies	1110.00

3342.00

Total estimated cost of drift 3,573.00

use $34/ft.

Estimated cost per ft of drift $35.73 34/ft.

Total estimated cost of project $6,618.40

Summary of Estimated

Stage I		
Trenching	~~$71.40~~	77.00
Stage II		
Construction	115.00	115.00
Shaft	2,859.00	2700.00
Drift	3,573.00	3400
Total estimated cost.....	$6,618.40	6292.00

S. C. Bergman and F. G. Lesure, Geologists
Geological Survey

Stanley A. Feitler, Mining Engineer
Bureau of Mines

Z

OFFICIAL FILE COPY
DMEA
RECEIVED AUG 15 1957

DATE	INITIALS	CODE
600		

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

AUG - 5 1957

Mr. Howard Boone
c/o Mr. Sam L. Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-4803-Mica
Howard Boone
Medford Prospect
Upson County, Georgia

Dear Mr. Boone:

Your application for assistance in exploring the subject property has been reviewed by the Division of Nonmetallic Minerals of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region V, Room 13, Post Office Building, Knoxville 2, Tennessee, for further consideration and possibly a field examination.

The Regional Office will contact you at an early date if an examination is to be made. Any assistance you may give the members of the Field Team during the examination will be appreciated.

Please be advised that the land description given in the lease is in order. However, we require information concerning the property from which the leased area is carved. We need the total acreage, the book and page number of the deed recording in the County Office, and a tie-in of the proposed work to the nearest identifiable property corner. A map showing such data would be helpful.

We note you have signed the application as a partner but no one else has signed. Please have your partner or partners sign the enclosed application, and return to this office.

Sincerely yours,

O Mittendorf
Administrator

Enclosure

application returned
8/15/57

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
8/5	Anderson	600
8/5	Houk	600
8/5	Martin	130
8/5	Young	130
8/5	Kiilsgaard	130
"	Johnson	110
"	Mittendorf	100
8/6	S.K.	220
		600

600

AUG - 5 1957

Mr. Howard Boone, et al.
c/o Mr. Sam L. Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-4303-Mica
Howard Boone, et al.
Medford Prospect
Upson County, Georgia

Dear Mr. Boone:

Your application for assistance in exploring the subject property has been reviewed by the Division of Nonmetallic Minerals of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region V, Room 13, Post Office Building, Knoxville 2, Tennessee, for further consideration and possibly a field examination.

The Regional Office will contact you at an early date if an examination is to be made. Any assistance you may give the members of the Field Team during the examination will be appreciated.

Please be advised that the land description given in the lease is in order. However, we require information concerning the property from which the leased area is carved. We need the total acreage, the book and page number of the deed recording in the County Office, and a tie-in of the proposed work to the nearest identifiable property corner. A map showing such data would be helpful.

We note you have signed the application as a partner but no one else has signed. Please have your partner or partners sign the enclosed application, and return to this office.

WCAnderson:gad 8/5/57
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Houk
Mr. Dietrich, 3061

Sincerely yours,

C. O. Mittendorf (for)

Administrator

Enclosure

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
8/5	Anderson	600
8/5	Houk	600
8/5	Martin	130
"	Johnson	110
"	Mathewson	100
		220

600

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region V
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

AUG - 5 1957

Re: Docket No. DMEA-4803-Mica
Howard Boone
Medford Prospect
Upson County, Georgia

Dear Mr. Laurence:

Please review the subject application and arrange for a field examination if you deem it necessary.

Copies of memoranda dated August 1, 1957, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, relating to the project are enclosed. There is also enclosed a copy of the application for the use of the Field Team.

Sincerely yours,

W. S. Martin
ACTING Chairman, Operating Committee

Approved:

P. F. Yopes
Member, Bureau of Mines

Thor H. Kiilsgaard
Member, Geological Survey

Enclosures 5

WCAnderson:gad 8/5/57
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

OFFICIAL FILE COPY
DMEA
RECEIVED AUG 2 1957

DATE	INITIALS	CODE
8-2	C	220
8/2	Stank	600
August 1, 1957		

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: W. F. Dietrich, Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4803 (mica)

Applicant: Howard Boone

Name and Location of Property: Medford Prospect, Upson County, Georgia

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 7/31/57

Comments:

1. This is a new prospect at which applicant believes strategic mica can be recovered from a pegmatite vein.

2. Applicant proposes to bulldoze access road and overburden, sink a 60-foot shaft, and drift 100 feet with vein.

3. Estimated unit costs are approximately 10 percent higher than equivalent DMEA projects.

Recommendation:

It is recommended that the field team visit this mine when in that vicinity to ascertain if an exploration project is justified. If so, the field team and applicant should agree on a definite plan of exploration on a unit-cost basis.

W. F. Dietrich

W. F. Dietrich

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

OFFICIAL FILE COPY
DMEA IN REPLY REFER TO:
RECEIVED AUG 2 1957

DATE	INITIALS	CODE
8-2	C	220
8/2	[illegible]	600

August 1, 1957
Re: DMEA 4803
Howard ~~Boone~~
Medford Prospect
Upson County, Georgia
$7,400 - ~~Mica~~

Memorandum

To: L. G. Houk, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of application

The applicant requests assistance in exploring a newly found pegmatite on which no work has been done, but judging by the outcrop, the pegmatite may be mica-bearing.

Referral of the application to the Field Team is recommended.

N. E. Nelson

N. E. Nelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

July 31, 1957

Howard Boone
Route 3
Bakersville, N.C.

Subject: DMEA 4803

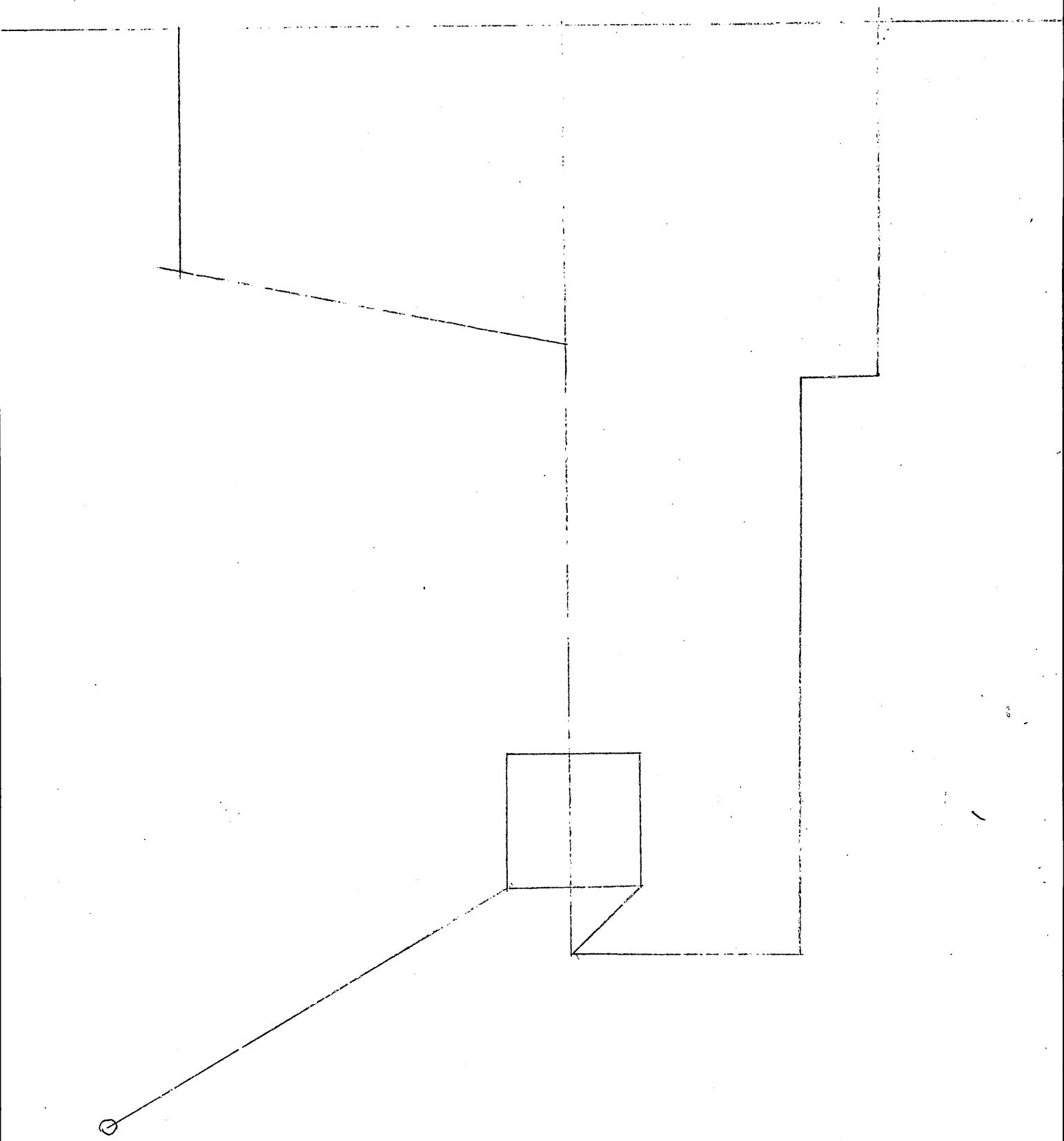
Dear Mr. Boone,

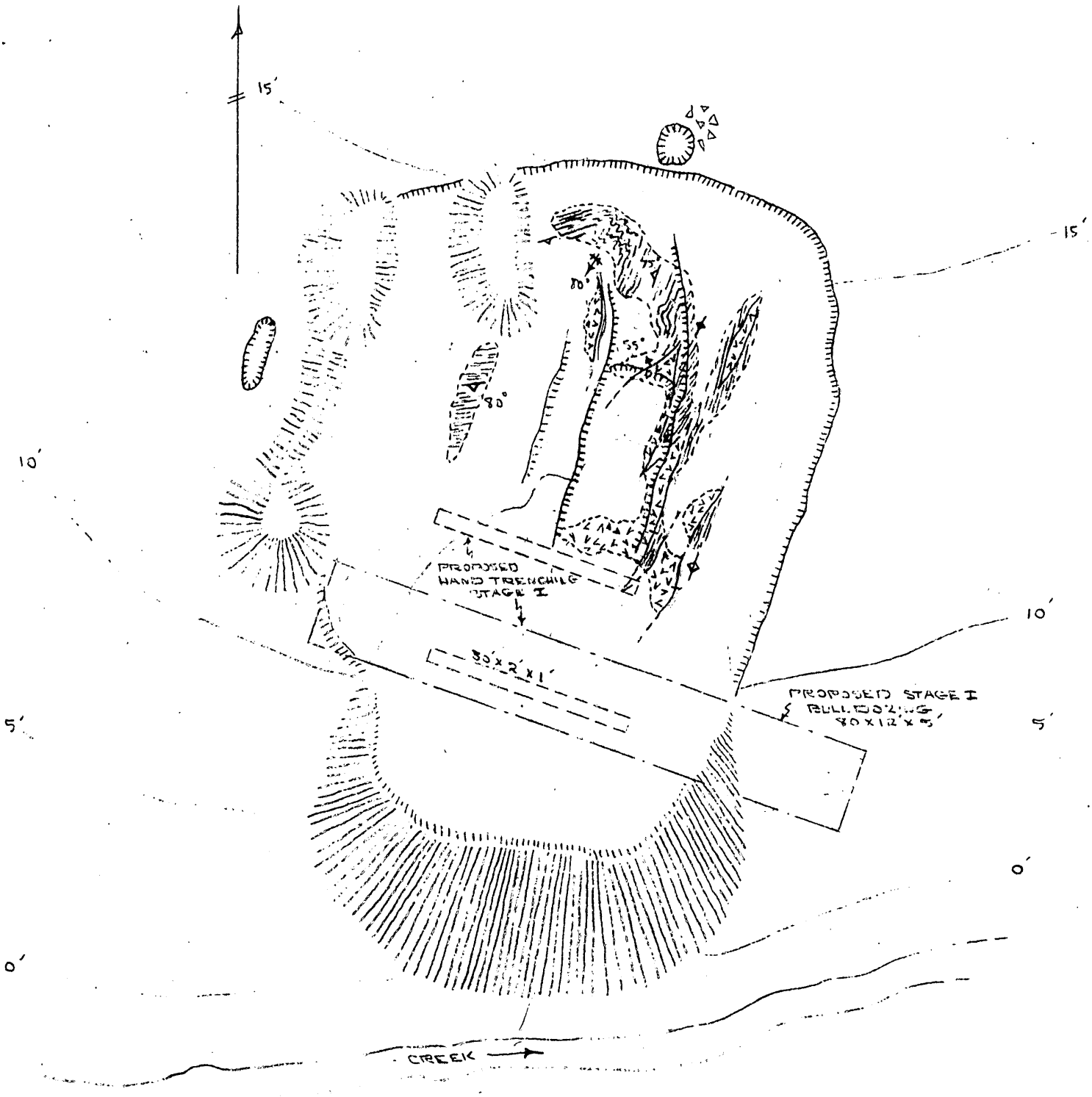
Your application for exploration assistance, dated July 29, 1957 submitted to our office at Knoxville, Tenn. has been assigned Docket Number 4803 and referred to the Division of Nonmetallic Minerals in the Washington office. Kindly identify all future correspondence relating to your application by this Docket Number.

Sincerely yours,

Allen S. Dakan, Director
Operations Control and
Statistics Division

Copy to:
Region V





LEGEND

- PLAGIOCLASE-PERTHITE-QUARTZ MUSCOVITE PEGMATITE
- QTZ-BIOTITE-MUSCOVITE GNEISS AND SCHIST
- EXCAVATION
- DUMP
- LIMITS OF EXPOSURE
- PEGMATITE FLOAT

MEDFORD PROSPECT
UPSON COUNTY, GEORGIA

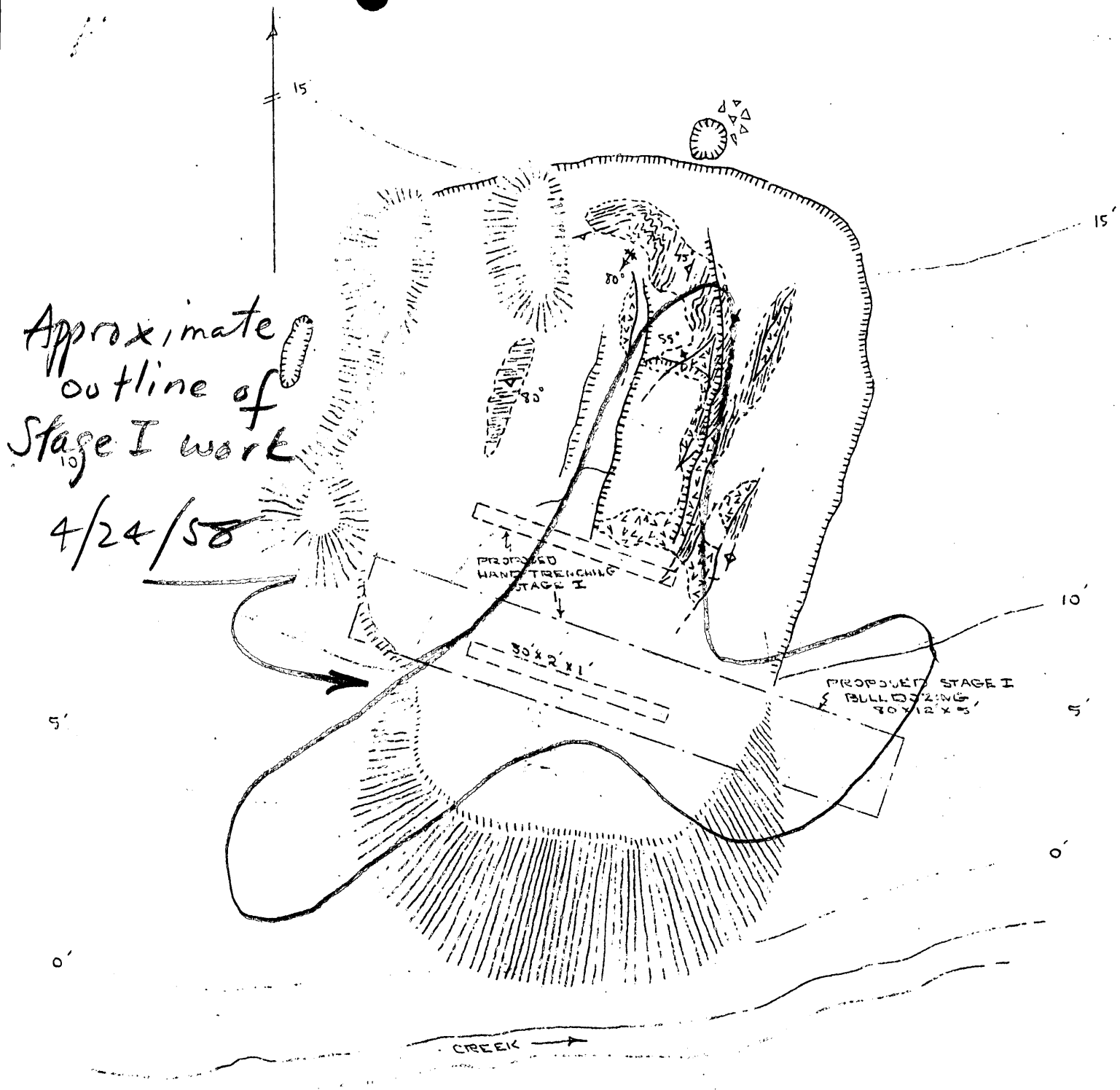
DMEA-4803(MICA)

SCALE: 1" = 20'

0 10 20'

OFFICIAL FILE COPY
DMEA
RECEIVED OCT 10 1957

DATE	INITIALS	CODE



LEGEND

- PLAGIOCLASE-PERTHITE-QUARTZ MUSCOVITE PEGMATITE
- QTZ-BIOTITE-MUSCOVITE GNEISS AND SCHIST
- EXCAVATION
- DUMP
- LIMITS OF EXPOSURE
- PEGMATITE FLOAT

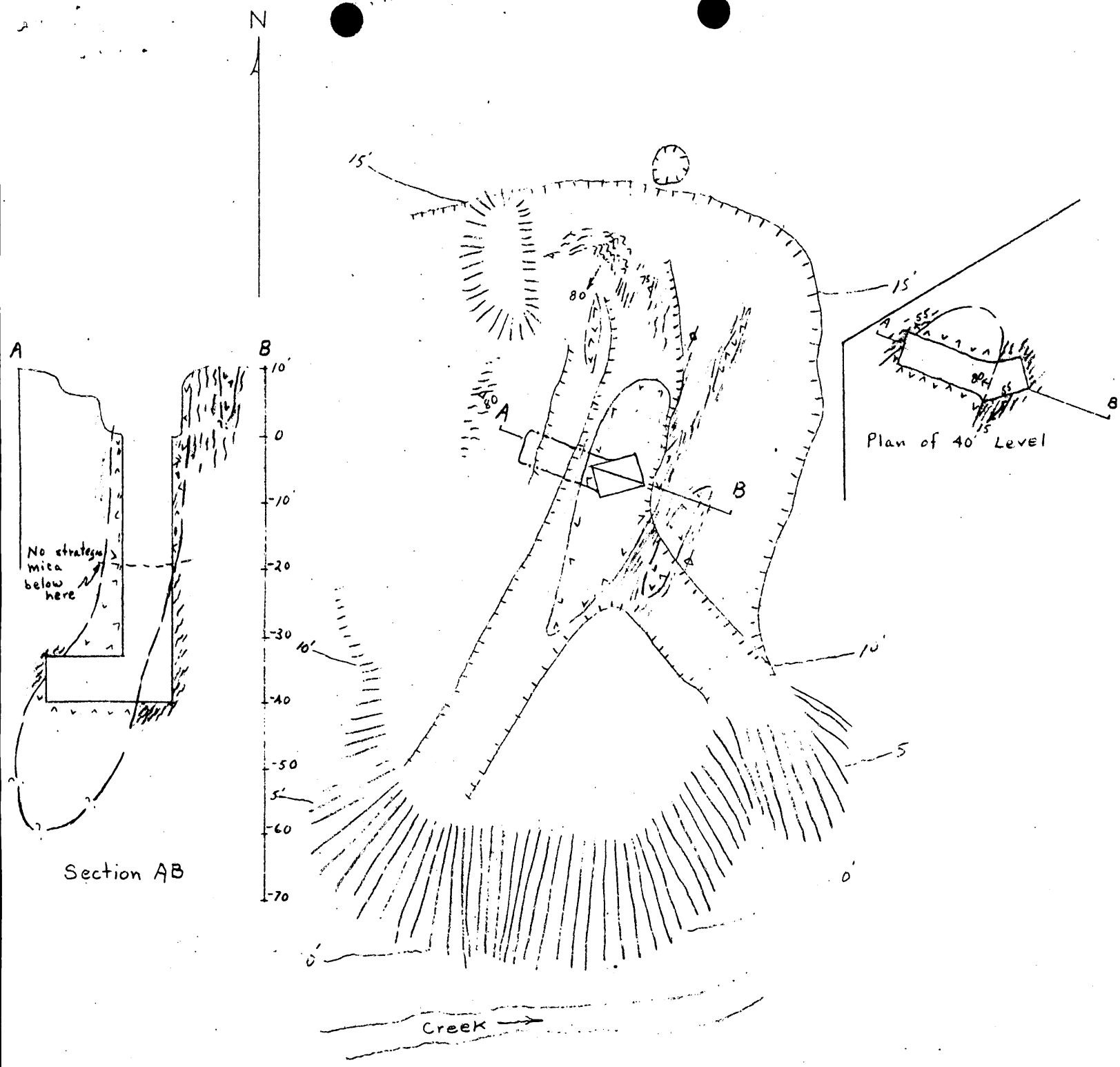
MEDFORD PROSPECT
UPSON COUNTY, GEORGIA

DMEA-4803(MICA)

SCALE: 1" = 20'

0 10 20'

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 9 1958
DATE CODE



Explanation

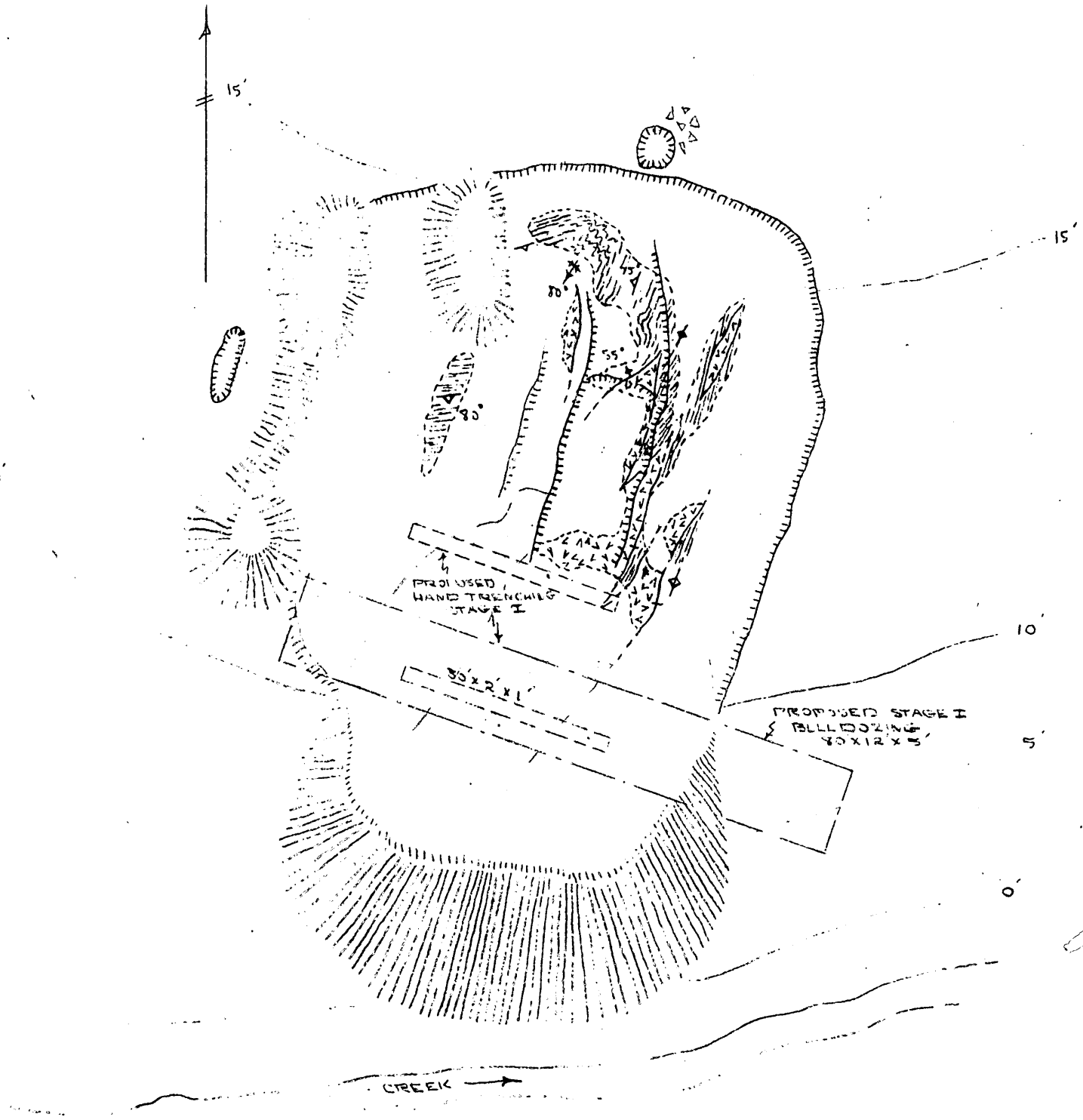
- Pegmatite
- Muscovite
- Biotite-muscovite schist
- Contact showing dip
- strike & dip of foliation; plunge of lineation
- Underground workings
- Edge of cut
- Dump

MEDFORD PROSPECT
UPSON COUNTY, GEORGIA.

DMEA-4803(mica)

Scale 0 10 20 Feet

FGL 10/58



LEGEND

- PLAGIOCLASE-PERTHITE-QUARTZ MUSCOVITE PEGMATITE
- QTZ-BIOTITE-MUSCOVITE GNEISS AND SCHIST
- EXCAVATION
- DUMPS
- LIMITS OF EXPOSURE
- PEGMATITE FLOAT

MEDFORD PROSPECT
UPSON COUNTY, GEORGIA

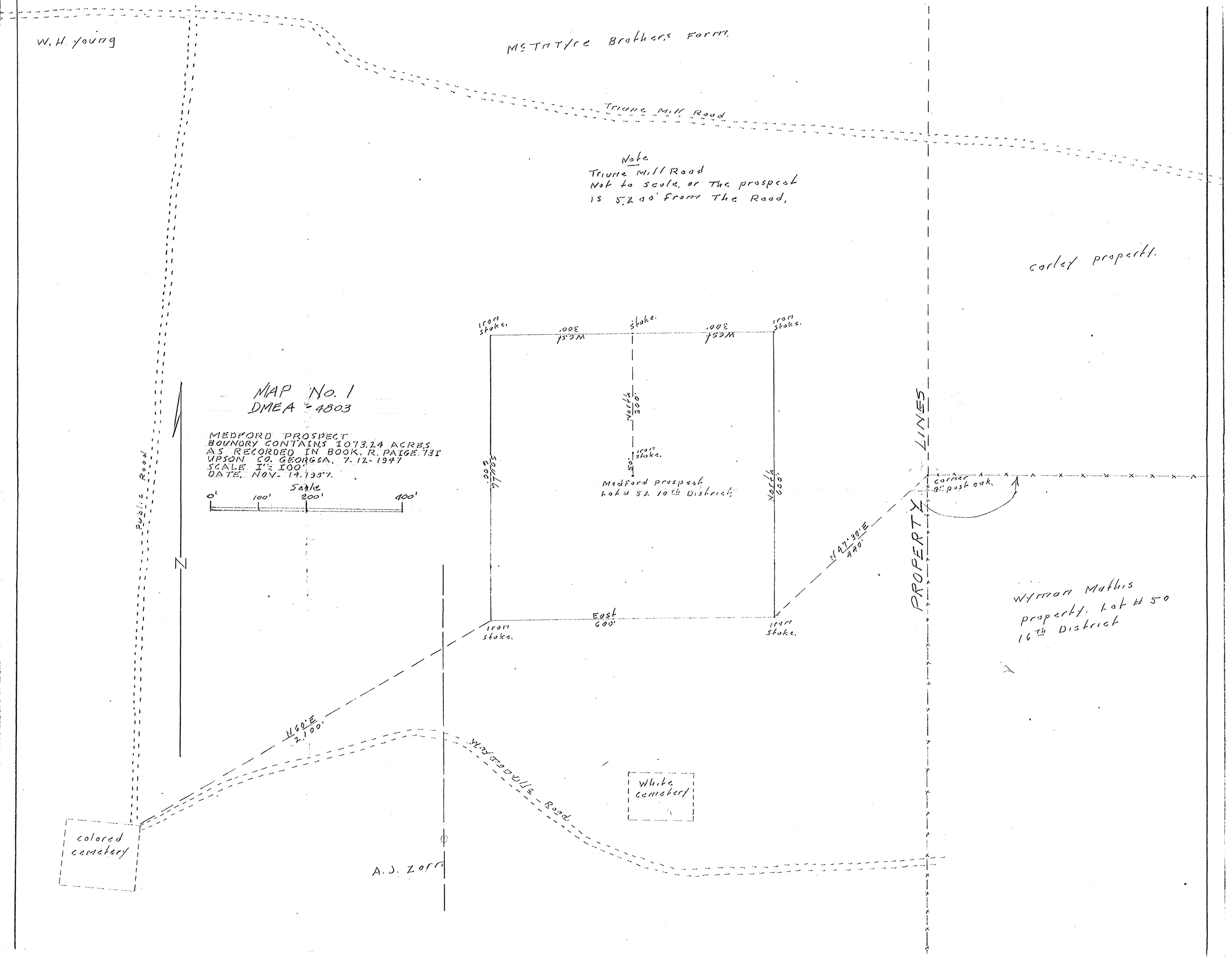
DMEA-4803(MICA)

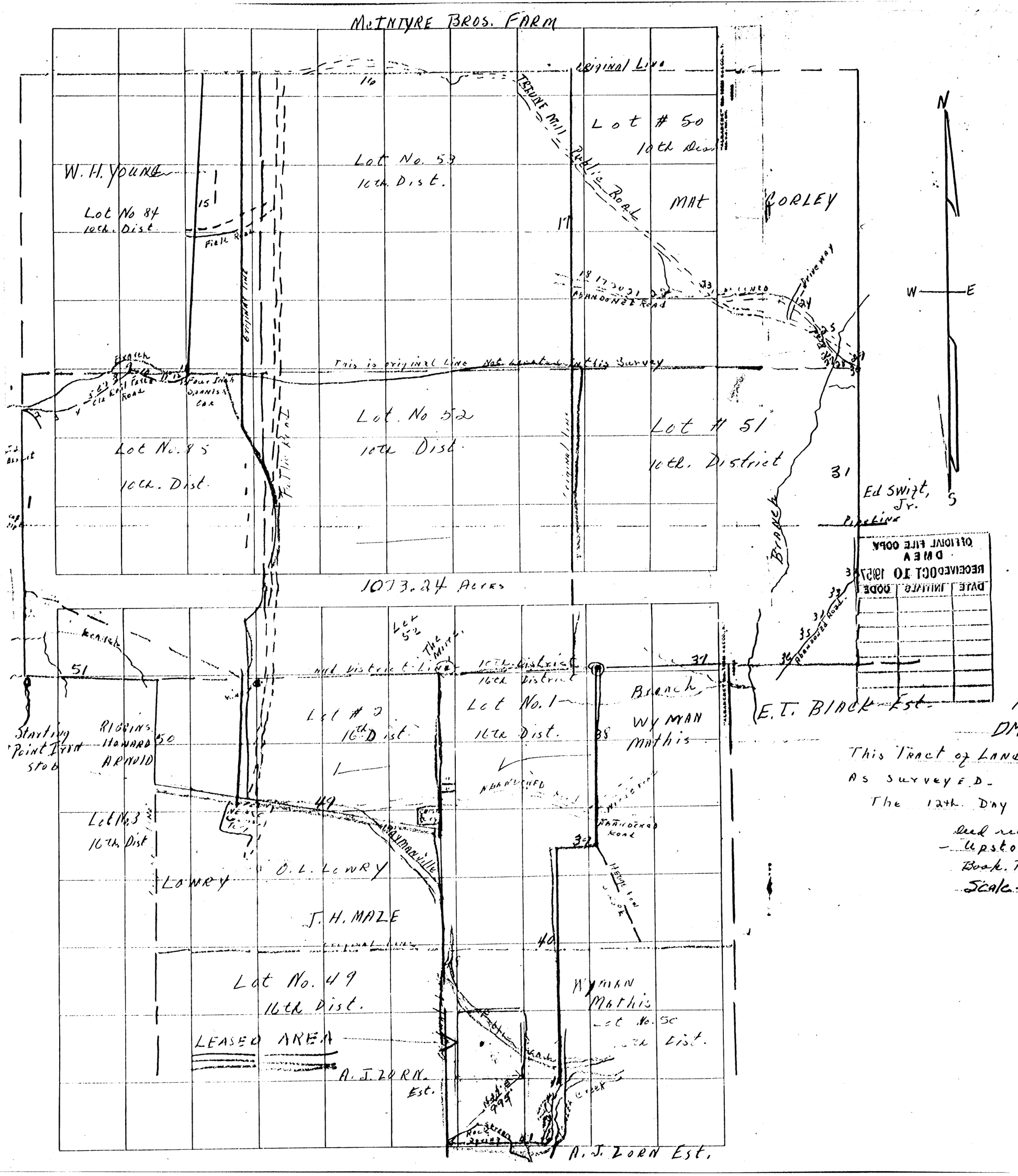
SCALE: 1" = 20'

0 10 20'

EXTRA COPY
D M E A
RECEIVED OCT 10 1957

DATE	INITIALS	CODE


W. H. Young
McIntyre Brothers Farm.
Triune Mill Road
Note
Triune Mill Road
Not to scale, or the prospect
is 5,200' from the Road,
Corley property.
MAP No. 1
DMEA # 4803
MEDFORD PROSPECT
BOUNDRY CONTAINS 1073.24 ACRES
AS RECORDED IN BOOK, R. PAIGE. 731
UPSON CO. GEORGIA. 7-12-1947
SCALE 1" = 100'
DATE, NOV. 14. 1957.
Scale
0' 100' 200' 400'
Public Road
N
iron stake.
West 300'
stake.
West 300'
iron stake.
North 300'
50'
iron stake.
Medford prospect
lot # 52 10th District.
South 600'
North 600'
N 47° 30' E
440'
East 600'
iron stake.
iron stake.
PROPERTY LINES
corner
8" post oak.
Wyman Mathis
property. lot # 50
16th District
N 60° E
2,100'
Whitefield Road
White cemetery
colored cemetery
A. J. Zorn

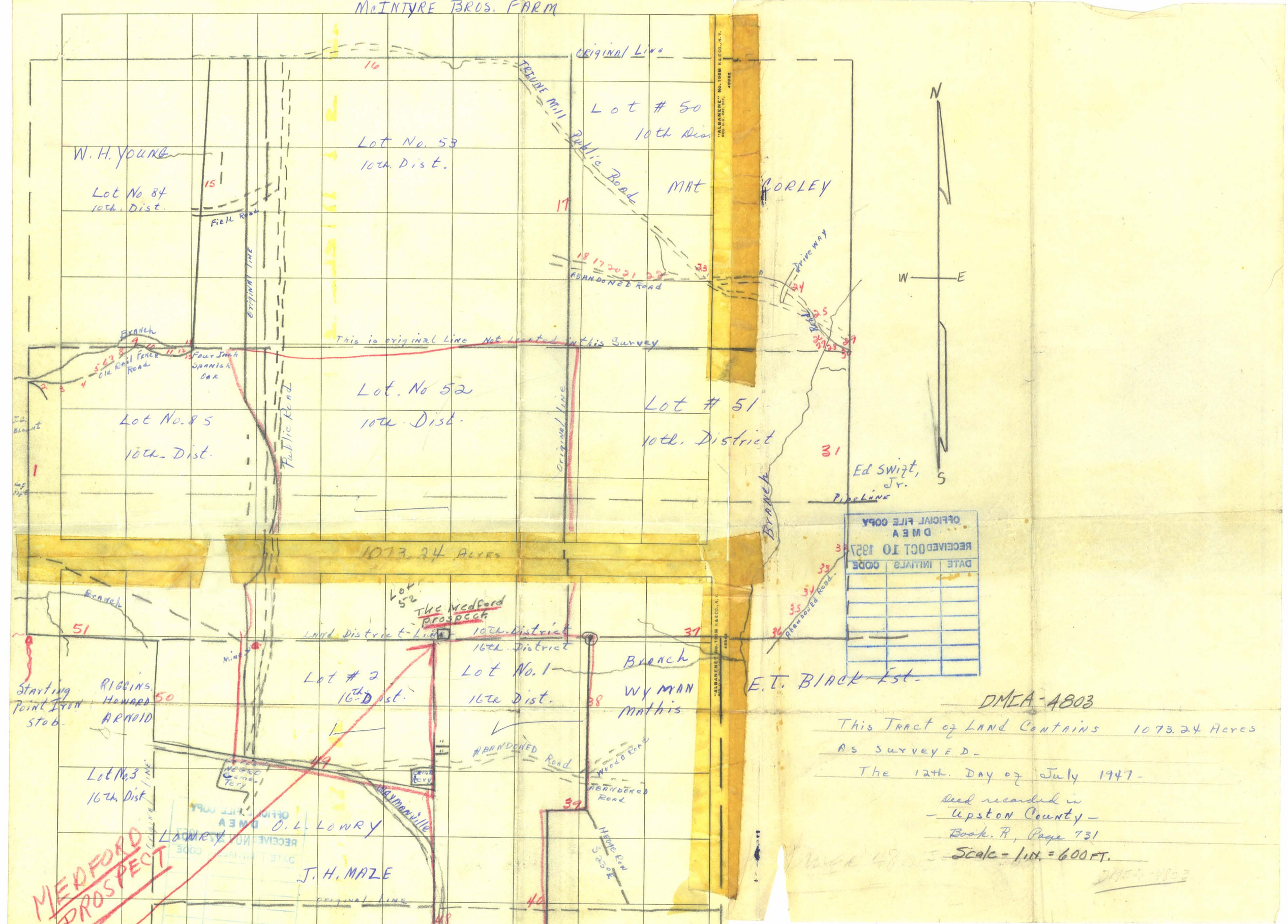


OFFICIAL FILE COPY
DMEA
RECEIVED OCT 10 1957
DATE | INITIALS | CODE

MAP No. 2
DMEA-4803

This Tract of Land Contains 1073.24 Acres
As Surveyed.
The 12th Day of July 1971.
Deed recorded in
Upston County
Book R, Page 131
Scale = 1 in. = 600 ft.

McINTYRE BROS. FARM



DMEA
RECEIVED OCT 10 1957
OFFICIAL FILE COPY

DATE	INITIALS	CODE

DMEA-4803

This Tract of Land Contains 1073.24 Acres
As surveyed.
The 12th. Day of July 1947.

Deed recorded in
Upston County
Book. R, Page 731
Scale - 1 in. = 600 ft.