DMEA Form 9
Rev. 6/57

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE — Idm-E NO. 636 — DMEA NO. 3154

Application
- [ ] Denied
- [ ] Withdrawn

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

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

Folder No. 1:

Left Side

- [x] Royalty Audits
- [x] Certification of Discovery 8-9-54
- [ ] Closing Letter
- [x] Cost Audits
- [ ] Termination Notice or Agreement
- [ ] Recision Notice
- [ ] Assignment of Contract
- [ ] Contract Amendments
- [x] Contract with all exhibits and annexes
- [x] Owner's Consent to Lien and Subordination Agreement
- [x] Application and attachments

Right Side

- [x] Project summary (final)
- [x] Work Comoleted analysis (final)

All other material filed in chronological order including the following reports if checked:

- [x] 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)
- [x] 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

(ex) 17963

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files of the Washington office pertaining to Contract Idm-E636, Docket DMEA-3154 (mica), dated November 3, 1953, with

Clingman Ellis and Walter Grindstaff
d/b/a Byrd Mica Miners
Spruce Pine, North Carolina

for the purpose of determining the amount of royalty payable to the U. S. Government on sales of minerals from property referred to as the Byrd Mine located in Mitchell County, North Carolina, during the period November 1, 1960, through November 9, 1962.

A certification of discovery or development was issued on August 9, 1954, and, in accordance with Annex II of the contract, royalty is payable on all minerals produced from the land described in Article 2 of the contract for a period of 10 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. A Report of Review dated July 6, 1954, indicated accepted costs under the exploration contract amounting to $5,695.00 with the Government's contribution on a 90 percent basis being $5,125.50.

The status of the project, the scope of review, and the reasons therefor are stated on page 2.

This review established no sales subject to the Government's royalty subsequent to the period covered by a prior Report of Royalty Review which found the sales subject to the Government's royalty through October 31, 1960, to be $3,327.32. The royalty account as of October 31, 1960, was:

Total Royalty Payable	$166.37
Total Royalty Paid	166.37
Balance of Royalty Due	$ -0-

As of November 9, 1962, the royalty account of this project was found to be:

Total Royalty Payable	$166.37
Total Royalty Paid	166.37
Balance of Royalty Due	$ -0-

E. D. Talbert

E. D. Talbert, OME Auditor

November 14, 1962

STATUS OF PROJECT, SCOPE OF REVIEW AND REASONS THEREFOR

This contract provides that the Operator, or its successor in interest, shall pay to the Government a percentage royalty on all production from the property thereunder. The land consists of 4.2 acres located 1.6 miles S 20° E of Bakersville. At the time the contract was executed the Operator was in possession by virtue of an August 24, 1953, lease granted by Mollie Byrd, Bakersville, North Carolina. In consideration of the contract, the lessor executed an Owner's Consent to Lien on August 24, 1953, "to secure the payment to the Government of the percentage royalty on production provided for under the terms of said exploration project contract * * *". The contract contains the so-called "abandonment" provision.

Exploration work under the contract was completed on April 30, 1954. Production during the exploration work resulted in sales of 203.07 lbs. of trimmed and 2,000 lbs. of scrap mica. Upon completion of the exploration work, the Operator abandoned the property.

The property remained idle until 1958 when it was leased to Woodrow Sparks, the owner of contiguous property. His work resulted in the sale of 33.06 lbs. of trimmed and 1,040 lbs. of hand-cobbed mica in the name of S. & M. Mining Company. These sales, as well as the prior sales by the Operator, are covered by a Report of Royalty Review dated November 2, 1960.

Inspections of the property, checks of the G.S.A. Mica Purchase Depot's records at Spruce Pine, and inquiries by OME regional representatives indicated that the property was inactive from late 1958 through June 15, 1960. In a November 9, 1962, reply to a MME Form 63 inquiry Sam L. Phillips, signing as "partner", stated that neither production nor change in property status had occurred since July 6, 1960. Furthermore, a check during June 1962 of the Mica Purchase Depot's records by an auditor representative of this Division disclosed no unreported production.

This review was made in lieu of an on-site audit of the Operator's accounts and records for the following reasons:

(1) The files indicate that all production since the date of the contract has been reported and proper royalty thereon paid; and
(2) The administrative cost to the Government of an on-site royalty audit at this time would be excessive in relation to the amount of possible additional royalty which might be disclosed.

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files of the Office of Minerals Exploration, Washington, D. C., pertaining to Contract No. Idm-E636, Docket No. DMEA-3154 (Mica), dated November 3, 1953, with

Clingman Ellis and Walter Grindstaff
d/b/a Byrd Mica Miners
Spruce Pine, North Carolina

for the purpose of determining the amount of royalty due the U. S. Government on sales of minerals from property referred to as Byrd Mine located in Mitchell County, North Carolina, during the period March 10, 1955, through October 31, 1960.

A certification of discovery or development was issued on August 9, 1954, and, in accordance with Annex II of the contract, royalty is payable on all minerals mined or produced from the land described in Article 2 of the contract for a period of 10 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. A Report of Review in lieu of final audit dated July 6, 1954, indicated accepted costs under the exploration contract amounting to $5,695.00 with the Government's contribution, on a 90 percent basis, being $5,125.50.

The status of the project, the scope of review, and the reasons therefor are stated on page 2.

This review established the total sales of mica for the period to be $967.64. Royalty due the Government at rates specified in the contract is $48.39.

A prior Report of Royalty Review found the sales subject to Government royalty through March 9, 1955, to be $2,559.68, which added to the sales for this subsequent period, make a total of $3,527.32. The royalty account as of March 9, 1955, was:

Total Royalty Due	$117.98
Total Royalty Paid	117.98
Balance of Royalty Due	$ -0-

At October 31, 1960, the royalty account of this project was found to be:

Total Royalty Due	$166.37
Total Royalty Paid	166.37
Balance of Royalty Due	$ -0-

November 2, 1960

C. E. Fisher, OME Auditor

Idm-E656 Clingman Ellis and Walter Grindstaff DMEA-3154

STATUS OF PROJECT, SCOPE OF REVIEW
AND REASONS THEREFOR

Production from this property was accomplished during the exploration period from which four sales of trimmed mica were made to the Spruce Pine Depot plus one sale of scrap mica. Royalty was paid on these sales as set forth in the prior Report of Royalty Review. The property has remained idle since completion of the exploration work except for a short time in 1958 when some production was accomplished by S & H Mining Company. One sale of trimmed mica and one of hand-cobbed block mica were made to the Spruce Pine Depot and royalty was paid on the proceeds.

My review included a recomputation of the royalty settlements made which are summarized as follows:

Type	Pounds	Value	Royalty
Trimmed	236.13	$2,990.52	$149.52
Hand-cobbed	1,040.00	312.00	15.60
Scrap	2,000.00	25.00	1.25
Totals	3,276.13	$3,327.32	$166.37

This review was made in lieu of an on-site audit of the Operator's accounts and records for the following reasons:

(1) Inspection reports by field representatives of the Government indicate that all production from the property has been reported and proper royalty has been paid; and

(2) The administrative cost to the Government of an on-site royalty audit at this time would be excessive in relation to the amount of possible additional royalty which might be disclosed.

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files of the Office of Minerals Exploration, Washington, D. C., pertaining to Contract No. Idm-E656, Docket No. DMEA-5154 (Mica), dated November 3, 1953, with

Clingman Ellis and Walter Grindstaff
d/b/a Byrd Mica Miners
Spruce Pine, North Carolina

for the purpose of determining the amount of royalty due the U. S. Government on sales of minerals from property referred to as Byrd Mine located in Mitchell County, North Carolina, during the period March 10, 1955, through October 31, 1960.

A certification of discovery or development was issued on August 9, 1954, and, in accordance with Annex II of the contract, royalty is payable on all minerals mined or produced from the land described in Article 2 of the contract for a period of 10 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. A Report of Review in lieu of final audit dated July 6, 1954, indicated accepted costs under the exploration contract amounting to $5,695.00 with the Government's contribution, on a 90 percent basis, being $5,125.50.

The status of the project, the scope of review, and the reasons therefor are stated on page 2.

This review established the total sales of mica for the period to be $967.84. Royalty due the Government at rates specified in the contract is $48.39.

A prior Report of Royalty Review found the sales subject to Government royalty through March 9, 1955, to be $2,359.68, which added to the sales for this subsequent period, make a total of $3,327.52. The royalty account as of March 9, 1955, was:

Total Royalty Due	$117.98
Total Royalty Paid	117.98
Balance of Royalty Due	$ -0-

At October 31, 1960, the royalty account of this project was found to be:

Total Royalty Due	$166.37
Total Royalty Paid	166.37
Balance of Royalty Due	$ -0-

C. E. Fisher

November 2, 1960 C. E. Fisher, Auditor

Idm-E636 Clingman Ellis and Walter Grindstaff DMEA-3154

STATUS OF PROJECT, SCOPE OF REVIEW
AND REASONS THEREFOR

Production from this property was accomplished during the exploration period from which four sales of trimmed mica were made to the Spruce Pine Depot plus one sale of scrap mica. Royalty was paid on these sales as set forth in the prior Report of Royalty Review. The property has remained idle since completion of the exploration work except for a short time in 1958 when some production was accomplished by S & H Mining Company. One sale of trimmed mica and one of hand-cobbed block mica were made to the Spruce Pine Depot and royalty was paid on the proceeds.

My review included a recomputation of the royalty settlements made which are summarized as follows:

Type	Pounds	Value	Royalty
Trimmed	236.13	$2,990.32	$149.52
Hand-cobbed	1,040.00	312.00	15.60
Scrap	2,000.00	25.00	1.25
Totals	3,276.13	$3,327.32	$166.37

This review was made in lieu of an on-site audit of the Operator's accounts and records for the following reasons:

(1) Inspection reports by field representatives of the Government indicate that all production from the property has been reported and proper royalty has been paid; and

(2) The administrative cost to the Government of an on-site royalty audit at this time would be excessive in relation to the amount of possible additional royalty which might be disclosed.

Anderson

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed all copies of settlement sheets on file with the Executive Officer, DMEA Field Team, Region V, applicable to royalties collected on the sales of mica for the period November 3, 1953, to March 9, 1955, by:

Clingman Ellis and Walter Grindstaff
d/b/a Byrd Mica Miners
Spruce Pine, North Carolina

produced from property referred to as the Byrd Mine located in Mitchell County, North Carolina, under terms of Contract Ida-E636, Docket No. DMEA-3154.

My review included a conference with Mr. William A. Beck, Mining Engineer, U. S. Bureau of Mines, Knoxville, Tennessee, who is thoroughly familiar with the project.

This review was made in lieu of an on-site audit of the Operator's accounts and records for the following reasons:

(1) The production involved was incidental to the exploration operations;

(2) A review of the records of General Services Administration Mica Purchase Depot, Spruce Pine, North Carolina, did not disclose any other sales of mica from this mine since the effective date of the exploration contract; and

(3) The administrative cost to the Government of an on-site royalty audit at this time would be excessive in relation to the amount of possible additional royalty which might be disclosed.

The audit established the total sales of mica for this period to be $2,359.68. Royalty due the U. S. Government at the contract rate of 5 percent is $117.98. The royalty paid and balance due are as follows:

Total Royalties Due	$117.98
Total Royalties Paid	117.98
Balance of Royalties Unpaid	$ -0-

C. E. Fisher
C. E. Fisher, Auditor

March 21, 1955

Docket Copy
Surname:
Anderson
Houk
Antin
Chambers
Hedges
Guild
Martin
Johnson

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

INTERIOR DEPT.
AUG 5 - 1954
SOLICITOR

FROM SOLICITOR
AUG 6 - 1954
FOR SIGNATURE

CERTIFICATION BY THE UNITED STATES OF AMERICA
OF A DISCOVERY OR DEVELOPMENT UNDER
AN EXPLORATION PROJECT CONTRACT

To: Clingman Ellis and Walter Grindstaff
Doing business as Byrd Mica Miners
Spruce Pine, North Carolina

Pursuant to the provisions of Exploration Project Contract No. Idm-E636, dated November 3, 1953 (Docket No. DMEA-3154), hereinafter called the "contract" between you and the United States of America, hereinafter called the "Government"; to establish and fix the Government's percentage royalty on production and its lien thereon and on the land described in the contract, the Government considers and therefore certifies that discovery or development from which production may be made has resulted from the exploration work.

The nature of said discovery or development is described broadly or indicated as follows:

Drifting on the 95-foot level explored a conformable unzoned pegmatite in biotite and hornblende gneiss. Inferred reserves of strategic mica are indicated.

THE UNITED STATES OF AMERICA

By O. M. Mitchenor
Administrator, Defense Minerals
Exploration Administration

Dated: AUG 9 - 1954

WCAnderson:gad 8/3/54
Copy to: Mrs. Mollie Byrd (Attached to Field Team's copy for forwarding.)
Mr. Irving Gumbel, EPS, GSA
Docket File
Mr. Hedges, 4604
Mr. Chambers
Mr. Johnson
Admr. R. File
Field Team, Region VII
Mr. Thayer, 4207 GSA Bldg.
Operating Committee
Finance Office
Mr. Houk

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Clingman Ellis & Walter Grindstaff
d/b/a Byrd Mica Miners
Spruce Pine, North Carolina

pertaining to Exploration Project Contract No. Idm-E636, Docket No. DMEA-3154, for the months of December, 1953 to April, 1954, inclusive, covering a project for the exploration of mica on property, known as the Byrd Mine, located in Mitchell County, North Carolina.

My review included an examination of the Monthly Reports (Forms MF-104) and supporting documents attached thereto, comparison of the costs claimed with the contract and pertinent schedules, verification of work performed by reference to final report of the Field Team, 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 following reason:

all of the costs incurred were under a contract provision for payment by the Government on the basis of agreed estimated costs of units of work actually performed.

The review disclosed the following facts in regard to the amount paid or to be paid the contractor.

Total cost as billed by Contractor		$5,695.00
Exceptions:		
By DMEA Finance Officer	$ -0-	
Herewith	-0-	-0-
Total Accepted Cost		$5,695.00

The contract calls for a 90 percent participation of exploration expenses by the United States Government. Therefore, payment to the contractor by the Government in the amount of Five thousand one hundred twenty-five and 50/100 Dollars,

$5,125.50

is considered valid and proper, provided that the Regional Executive Officer, the Administrator, or other competent official has accepted or will accept the project as having otherwise met the terms of the contract.

B. J. Breckus
Auditor

July 6, 1954

MF-26
(February 1952)

DOCKET NO. DMEA [illegible]

COMMODITY [illegible]

Docket Copy
IDM-E 636

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED
NOV 27 1953

EXPLORATION PROJECT CONTRACT[1]
(Short Form)

IT IS AGREED this 3rd day of November, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] [illegible] and other Organizations, [illegible] as [illegible] Mine, with office at Spruce Pine, North Carolina,

hereinafter called the "Operator," as follows: [illegible]

ARTICLE 1. *Authority for contract.*—This agreement is entered into under the authority of the Defense Production Act of 1950, as amended, pursuant to DMEA Order 1 entitled "Government Aid in Defense Exploration Projects."

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of North Carolina, County of [illegible], described as follows:[3] [illegible]

the Operator represents and undertakes:[4]

(*a*) That the Operator is the owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: [illegible]

(*b*) That the Operator is a lessee, in possession and entitled to possession, and the Owner's Consent to Lien is attached.

The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof.

ARTICLE 3. *Exploration project.*—The Operator, within 60 days from the date of this contract shall commence work on a project of exploration for[5] Mica

in or upon the described land; and shall bring the project to completion within a period of [illegible] from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay [illegible] percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $[illegible], which is [illegible] percent of $[illegible], the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operator shall provide the Government with monthly reports of units of work performed under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of units of work performed on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property, particularly excluding any land or interest therein to which the Government's lien is not to attach or the production from which is not to be subject to the Government's percentage royalty.
[4] Strike out the provision not applicable.
[5] Name of mineral or minerals.

(*b*) *Final report.*—Upon completion of the exploration work or termination of the contract the Operator shall provide the Government with an adequate geological and engineering report, in quintuplicate (five copies), including an estimate of ore reserves resulting from the exploration work.

(*c*) *Compliance with requirements.*—If, in the opinion of the Government, any of the Operator's reports are insufficient or incomplete, the Government may procure the making or completion of such reports and attachments as an expense of the exploration work; and the Government may withhold approval and payment of any vouchers depending upon insufficient or incomplete reports.

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of the units of work performed, which the Government may inspect and audit at any time. The Government may at any time require a check of the work performed and an audit of the Operator's records and accounts, by a certified public accountant or otherwise, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account and statement of work performed to accompany his final report.

ARTICLE 6. *Repayment by Operator.*—(*a*) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than 6 months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

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

(*b*) As here used, "net smelter returns," "net concentrator returns," and "other net amounts realized from the sale or other disposition," mean gross revenue from sales, or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be the gross income from mining operations for percentage depletion purposes in income-tax determination.

(*c*) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(*d*) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations. The terms of Article 3, substituted for Article 6.

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided*, that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 8. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if, in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified.

ARTICLE 9. *Changes and added provisions* _____

_____

_____

_____

_____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By O. O. Mitchendoy
Administrator, Defense Minerals Exploration Administration

OK as to Partner Hoch Talbert

[illegible] (Operator)

By Clingman Ellis (Partner)

By Walter Gronstaff (Partner)

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 16—66329-1

EXPLORATION PROJECT CONTRACT
CLINGMAN ELLIS AND WALTER GRINDSTAFF, PARTNERS
DOCKET NO. DMEA-3154

ANNEX I

The land referred to in Article 2 of the contract form is known as the Byrd mine and was leased for mining purposes to Clingman Ellis and Walter Grindstaff for a period of five years by Mollie Byrd in an instrument dated August 24, 1953. It is located 1.6 airline miles South 20° East of Bakersville, Mitchell County, North Carolina, and described in the aforesaid lease, as follows:

> "Beginning on a Locust Tree standing in the line of the Will McKinney Heirs and Mrs. Geo. Byrd and runs N. 86 degrees E. 450 feet to an Apple Tree. Thence North 450 feet to a stake. Thence S. 72 degrees W. 470 feet to a Double Oak standing in the Will McKinney Heirs and Mrs. Geo. Byrd line. Thence with said line South to the point of Beginning. Containing 4-2/10 acres."

EXPLORATION PROJECT CONTRACT
CLINGMAN ELLIS AND WALTER GRINDSTAF PARTNERS
DOCKET NO. DMEA-3154

ANNEX I I

The following provisions are in lieu of Article 6 :

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(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 of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by this contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production (including any bonuses), in whatever form disposed of, including ore, concentrates, or metal, as follows:

(a) One and one-half ($1\frac{1}{2}$) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half ($1\frac{1}{2}$) per cent of any such net amounts, plus one-half ($\frac{1}{2}$) per cent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half ($1\frac{1}{2}$) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half ($3\frac{1}{2}$) per cent.)

c. Definitions.--As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

d. Lien for Payment.--To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

EXPLORATION PROJECT CONTRACT
CLINGMAN ELLIS AND WALTER GRINDSTAFF, PARTNERS
DOCKET NO. DMEA-3154

EXHIBIT "A"

Description of the Work

Exploration for concentrations of strategic mica shall be accomplished in the area served by shaft with marking "76'" shown on the attached map entitled "Sketch of Byrd Mine, Mitchell Co., N. C., DMEA-3154 (mica)." The work shall be done in two stages as follows:

Stage I

1. Enlarge the existing 4-foot by 4-foot shaft to 5 feet by 7 feet in cross section, to the present depth of 76 feet, and install ladders therein.

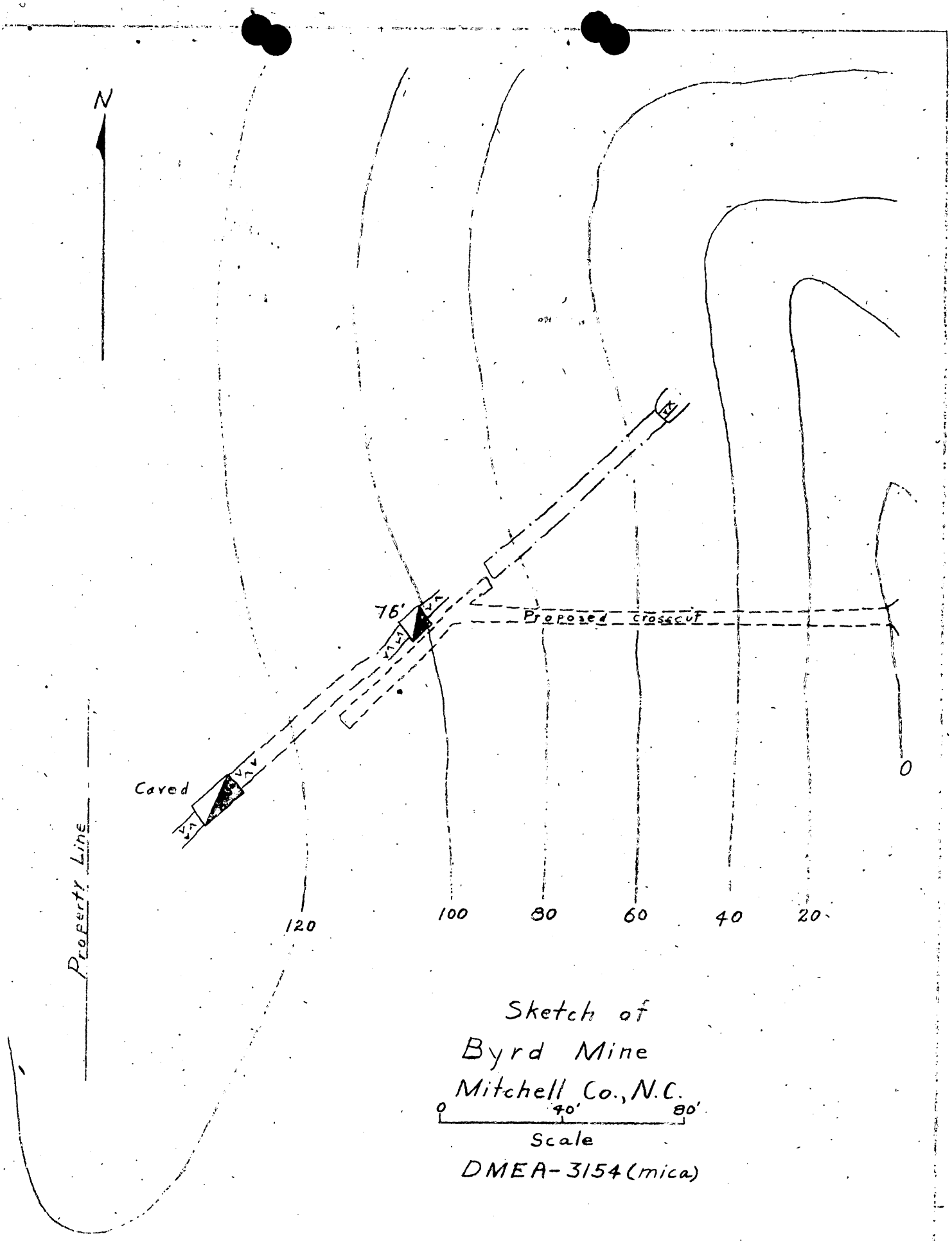
2. From the 76-foot level of the existing shaft, sink an additional 24 feet of shaft, 5 feet by 7 feet in cross section.

Stage II

This stage shall be undertaken only after Stage I has been completed and with the prior written approval of the Government. The work shall consist of drifting 65 feet, in cross section 5 feet by 7 feet, from the shaft in the pegmatite.

Agreed Unit Costs

Enlarging existing shaft, 76 feet @ $30.00/ft.	$2,280.00	
Deepening shaft, 24 feet @ $50.00/ft.	1,200.00	
Drifting, 65 feet @ $35.00/ft.	2,275.00	
Total Agreed Unit Costs		$5,755.00
Government Participation at 90%		$5,179.50



Sketch of
Byrd Mine
Mitchell Co., N.C.

0 40' 80'
Scale

DMEA-3154 (mica)

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of North Carolina, County of Mitchell, described as follows:1/

Beginning on a locust tree standing in the line of the Will McKinney heirs and Mrs. Geo. Byrd and runs N. 86 degrees E. 450 feet to an apple tree, thence N. 450 feet to a stake. Thence S. 72 degrees W. 470 feet to a double oak standing in the Will McKinney heirs and Mrs. Geo. Byrd line. Thence with said line south to the point of beginning. Containing 4 2/10 acres.

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ Clingman Ellis and Walter Grindstaff doing business as Byrd Mica Miners.

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

4. Changes and added provisions _____

Dated this 24 day of August, 1953.

/s/ Mrs. Mollie Byrd [Seal]

"Signature written on original" [Seal]

_____ [Seal]

1/ 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.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(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 of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

(a) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

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

c. Definitions.--As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

d. Lien for Payment.--To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Interior—Duplicating Section, Washington, D. C. 47318

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Form Approved.
Budget Bureau No. 42-R1035.2.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 31 1953

APPLICATION FOR AID IN AN EXPLORATION PROJECT, PURSUANT TO DMEA ORDER 1, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

Not to be filled in by applicant

Docket No. DMEA-3154
Metal or Mineral
Date Received 8/31/53
Estimated Cost
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Clingman Ellis and Walter Grindstaff of Spruce Pine, N. C.

(*b*) If other than an individual, add to your name above whether a corporation, partnership, etc., and the name of the State in which incorporated or otherwise organized.

(*c*) If a corporation, add to above statement, titles, names and addresses of officers.

(*d*) If a partnership, add to the above statement the names and addresses of all partners.

2. *General.*—Read DMEA Order 1, "Government Aid in Defense Exploration Projects," before completing this application. Submit this application and all accompanying papers in quadruplicate (four copies), with your name and address on each sheet of the application and on all accompanying papers. Where sufficient space is not provided on the form for all required information, state it on an accompanying paper, with a reference in each case to the instruction to which it refers by number. Comply with all applicable instructions; or, if not applicable, so state. File the application with Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest field executive officer thereof.

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract The lease is attached as exhibit A

(*b*) State any mine name by which the property is known. Byrd Mine

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise Lessee

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property.

(*e*) If you own the land, describe any liens or encumbrances on it

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice.

4. *Physical description.*—(*a*) Describe in detail any mining or exploration operations which have been or now are being conducted upon the land, including existing mine workings and production facilities. State your interest, if any, in such operations. Also describe accessibility of mine workings for examination purposes.

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades.

(*c*) Describe the geologic features of the property, including mineralization, type of deposit (vein, bedded, etc.), and your reasons for wishing to explore. Illustrate with maps or sketches. Send with your application (but not necessarily as a part of it) any geologic or engineering report, assay maps, or other technologic information you may have, indicating on each whether you require its return to you.

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points.

(*e*) State the availability of manpower, materials, supplies, equipment, water, and power.

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore .....

.....

(*b*) Describe fully the proposed work, including a map or sketch of the property showing a plan (and cross sections if needed) of any present mine workings, and the location of the proposed exploration work as related to such features as contacts, veins, ore-bearing beds, etc.

(*c*) The work will start within ..... days and be completed within ..... months from the date of an exploration project contract.

(*d*) State the operating experience and background of the applicant with relation to the ability to carry out such exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of costs.*—Furnish a detailed estimate of the costs of the proposed work (you will have to use a separate sheet), under the following headings. Add the totals under all headings to give the estimated total cost of the project:

(*a*) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, write "none" after this item. To the extent that the work is to be contracted, do not repeat the cost of the contract-work in subsequent items.) State the cost of any proposed independent contracts for the performance of all or any part of the work, expressed in terms of units of work (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved, etc.).

(*b*) *Labor, supervision, consultants.*—Include an itemized schedule of numbers, classes and rates of wages, salaries or fees for necessary labor, supervision and engineering and geological consultants.

(*c*) *Operating materials and supplies.*—Furnish an itemized list, including items of equipment costing less than $50 each, and power, water and fuel.

(*d*) *Operating equipment.*—Furnish an itemized list of any operating equipment to be rented, purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or suggested use-allowance based on present value, as the case may be.

(*e*) *Rehabilitation and repairs.*—Furnish a detailed list showing the cost of any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and which will be devoted to the exploration project.

(*f*) *New buildings, improvements, installations.*—Furnish a detailed list showing the cost of any necessary buildings, fixed improvements, or installations to be purchased, installed or constructed for the benefit of the exploration project.

(*g*) *Miscellaneous.*—Furnish a detailed list showing the cost of repairs to and maintenance of operating equipment (not including initial rehabilitation or repairs of the Operator's equipment), analytical work, accounting, workmen's compensation and employers' liability insurance, and payroll taxes.

(*h*) *Contingencies.*—Give an estimate of any necessary allowances for contingencies not included in the costs stated above.

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*) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7, DMEA No. 1)?

(*b*) How do you propose to furnish your share of the costs?

☐ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

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.

Dated August 26, 1953

By Cling W. Ellis (Applicant)

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.

U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

MF 103

1. (a) Clingman Ellis and Walter Grindstaff of Spruce Pine, N. C.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 31 1953

(b) Partnership, N. C.

2. No answer.

3. (a) The lease is attached as exhibit A.

(b) Byrd Mine.

(c) Lessee

(d) Lease is attached as exhibit A in 3 (a) above.

(e) Not the owner.

(f) Land is held by landlord. No land patents involved.

4. (a) Physical works set work on map attached as exhibit B.

(b) This mine was discovered shortly prior to World War I. Not a great deal of work has been done at this mine but the quality of mica is excellent. The mica has been examined by the buyer at the Spruce Pine Depot who have appraised it of being of stockpile grade. (Copy of letter attached to application)

(c) Past work has consisted of two shafts and a little drifting. Dump material is made up of flint and mica of strategic grade. We have no geographical reports on this mine.

(d) The proposed property is readily accessible in that a good road is within 200 yards of the mine. The mine is located near Bakersville, N. C.

(e) There is ample experienced mining manpower available. Electricty is within 200 feet of the mine. No difficulty is contemplated in obtaining equipment and supplies.

5. (a) It is anticipated that the pegmatite contains additional quantities of Ruby Mica of stockpile grade.

(b) It is proposed to drive a tunnel into the vein at approximately 35 feet below the deepest work that has been done at this mine. The mine is located on a very steep hill and it is the believe of the applicants that it will be easier to drive a tunnel to this vein than it would be to sink a shaft. It is then proposed to drift 125 feet in the mica bearing pegmatite to determine the mineralization of the pegmatite dike.

(c) The work will be started as soon as the contract is approved by the Government. And the work should be concluded within 9 months.

(d) Personal history attached.

6. Estimate of Cost

(a) Independent contractors * None.

(b) We would perfer to explore this mine on unit cost basis. After we get the tunnel driven we propose to drift along the vein in both directions to determine the mica content of the vein. It is estimated that cost involved is as follows:

200 ft.	5 x 7 tunnel	@$35.00 per ft.	$7000.00
125 ft.	5 x 7 tunnel	@$35.00 per ft.	4375.00
		Total	$11,375.00

7. (a) Applicants will pay in money 10% required by regulation.

Defense Minerals Exploration Administration
Received
AUG 3 - 1953

MINING LEASE

State of North Carolina Mitchell County:

This indenture made this 24 day of August, 1953

between Mrs. Mollie Byrd

of Mitchell County and State of North Carolina, as party of the first part, and known as lessor___, and Clingman Ellis and Walter Grindstaff

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

WITNESSETH, That the part y 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 a Locust Tree standing in the line of the Will McKinney Heirs and Mrs. Geo. Byrd and runs N. 86 degrees E. 450 feet to an Apple Tree. Thence Norht 450 feetees to a stake. Thence S. 72 degrees W. 470 feet to a Double Oak standing in the Will McKinney Heirs and Mrs. Geo. Byrd Line. Thence with said line South to the point of Beginning. Containing 4 2/10 Acres.

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 conditions of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove ~~xxxxx~~ 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 operations 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 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 party of the first part, or his or their heirs or assigns, a rental royalty of 1/8 of all Mica sold

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 roualty 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 part 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 an 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 isagreed 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 that 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:

Mrs Mollie Byrd (Seal)

(Seal)

(Seal)

State of North Carolina,
Mitchell County.

I, Brown McKinney, Deputy Clerk of the Superior Court of Mitchell County, do hereby certify that Mrs Mollie Byrd personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the uses and purposes therein expressed.

Witness my hand and seal at office in Bakersville, on this the 15th day of August, 1953.

Brown McKinney
Deputy Clerk Superior Court.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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AUG 31 1953

CLINGHAM W. ELLIS

Clingham W. Ellis was born March 17, 1914, at Toecane, Route 1, North Carolina. Toecane is approximately twenty miles from Spruce Pine the center of the mica industry in North Carolina.

He attended grammar school at Bakersville, North Carolina, until 1929, the time of his father's death. At that time he had completed the eighth grade, and has not had the opportunity to further his formal education. He farmed his deceased father's farm from 1929 to 1933, and during the depression he worked at the C.C.C. Camp No. 14 at Smokey Mountain Park.

From 1934 to 1939 he was employed by the State Highway Commission, first as a laborer and later as a foreman, on its bridge building crew.

He mining experience from 1940 to 1948 was interrupted during the years 1942 to 1943 while he was employed as a watchman for the Devolt Safe and Lock Company, Canton, Ohio.

His mining experiences are:

1940 - 1941 Partnership of himself and Aud Grindstaff on the J. E. Ellis Property in Mitchell County, N. C.
1944 Partnership of himself and Earl Shuford, Roberson Mine, near the Sink Hole Mine, Mitchell County, N. C.
1945 Partnership of himself and Ernest Johnson, Bear Creek Mine, on the property of the Bailey heirs, Flat Rock, Mitchell County, N. C.

After the fall of the price of mica in 1945 he commenced his present business of saw mill operation and lumber sales, which are listed as follows:

1947 - 1948 Owned and operated saw mill at Snow Creek, N. C., where he employed from six to seven persons.
1949 - Became a partner with Frank Phillips in the saw mill business, and later associated with Frank Phillips, Samuel W. Thompson to form the Mitchell Lumber Company, a corporation. This lumber Company is now one of the largest in the Tri-County, Avery-Mitchell-Yancey, area.

* * * * * *

References:

Fletcher O. Phillips,
Spruce Pine, N. C.
O. V. Coulter, Partner,
Phillips and Coulter, Spruce Pine, N. C.
Charles Slagle, Postman,
Toecane, Route 1, N. C.

Walter Grindstaff

Walter Grindstaff was borned 51 years ago in Mitchell County, N. C. and has lived here all his life. He has been in the mining business all his life, so therefore, he is well experienced in the mining business. He has a fine reputation in this community.

For references write:

Mr. Fletcher O. Phillips
Spruce Pine
N. C.

Mr. Sam Thompson
Spruce Pine
N. C.

Mr. Charles Slagle
Toecane, Route 1
N. C.

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

Project Summary Report

By: Walter C. Anderson August 3, 1954

1. Docket No. DMEA-3154 - Mica
Contract No. Idm-E636
Byrd Mine
Mitchell County, North Carolina

Operator: Clingman, Ellis, and Walter Grindstaff, Partners
Doing business as Byrd Mica Miners
Spruce Pine, North Carolina

Operator's property rights: Mining Lease dated August 24, 1953
Owner's Consent to Lien dated August 24, 1953.

2. Contract dated November 3, 1953.

Work authorized:

Enlarging existing shaft - 76 feet @ $30.00/ft.	$2,280.00
Deepening shaft, 24 feet at $50.00/ft.	1,200.00
Drifting, 65 feet at $35.00/ft.	2,275.00
Total estimated cost	$5,755.00
Government participation @ 90%	$5,179.50

Amendments - None

Work completed:

Enlarging existing shaft - 74 feet @ $30.00/ft.	$2,220.00
Deepening shaft - 24 feet @ $50.00/ft.	1,200.00
Drifting, 65 feet @ $35.00/ft.	2,275.00
Total cost of project	$5,695.00
Government participation @ 90%	$5,125.50

Work began on December 1, 1953, and was completed April 30, 1954. During project $800.00 worth of trimmed sheet mica was produced and sold, and an equal amount of untrimmed mica on hand.
Field Team Final Report received June 24, 1954.
Operators' Final Report received July 22, 1954.

3. Audit - certificate issued July 6, 1954.

Accepted cost	$5,695.00
Government participation	$5,125.50

4. Certification of discovery issued 8-9-54.
Ore reserves - 6,000 pounds of "mine-run" mica indicated which will yield 300 pounds of trimmed sheet mica.

5. Comments -

How conducted - Work was completed on schedule and as authorized in the contract in a workmanlike manner.

Operation - Good.

Engineering - Planning was good. Reporting by Operator was fairly well done.

Geological premise - The premise that the pegmatite would continue was substantiated by the project, although it thinned considerably and terminated on the strike sooner than expected.

Geological criteria upon which work was based:
1. Conformable pegmatite 6 inches to 4 feet thick.
2. Concentration of mica along both contacts.
3. Past production.

Criteria developed during project:
1. Conformable pegmatite which pinches and swells having maximum thickness of 4 feet.
2. Mica occurrence. Books up to 8 inches in diameter.

Future possibilities - Good for limited production of mica.

Recommendations:

The Nonmetallic Minerals Division concurs with the Field Team that a certification of discovery or development should be issued. The Geological Survey and the Bureau of Mines also agree.

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
11/27	Murphy	500
11/22	on leave	500
11/22	Talbot	800
		120
11/26	Johnson	110
"	[illegible]	100
11/26	[illegible]	220

NOV 26 1963

Mrs. Mollie Byrd

Bakersville, North Carolina

Re: DMEA-3154 (Mica)
Byrd Mica Miners
Byrd Mine
Mitchell County, North Carolina
Contract Idm-E636

Dear Mrs. Byrd:

Enclosed is a self-explanatory letter of today to the Operator under the subject contract.

This correspondence relates to the Owner's Consent to Lien, signed by you on August 24, 1953, under the Defense Minerals Exploration Administration program.

Sincerely yours,

George Fumich, Jr.

Acting Director

Enclosure

MMerrithew/mm
11/22/63
cc: Director's Reading File
R. A. Laurence
Docket
Code 500

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
11/22	Murphy	500
11/22	Ondelacre	500
11/22	Talbert	800
		120
11/26	Johnson	110
	Fumich	100
11/26	[illegible]	220

NOV 26 1963

Byrd Mica Miners
c/o Sam Phillips
Spruce Pine, North Carolina

Re: DMEA-3154 (Mica)
Byrd Mica Miners
Byrd Mine
Mitchell County, North Carolina
Contract Idm-E636

Gentlemen:

By the terms of the subject Exploration Project Contract and the certification of discovery or development dated August 9, 1954, all minerals mined or produced from November 3, 1953, to November 3, 1963, were subject to the Government's royalty as set forth in said contract.

As the period during which production was subject to royalty has now expired, the Government according to its present records 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 contract. Your attention, however, is called to the provisions of the contract which require the Operator to keep and preserve certain records for the periods indicated.

Sincerely yours,

George Fumich, Jr.

Acting Director

MMerrithew/mm
11/22/63
cc: Mrs. Mollie Byrd, Bakersville, N. C.
R. A. Laurence, Knoxville, Tenn. w/cy of Form 63 dated 11/4/63
CA&A Division
Director's ReadingFile
Docket
Code 500

[illegible]

We should have [illegible] 43683

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

November 4, 1963

Re: DMEA-3154 (Mica)
Byrd Mica Miners
Byrd Mine
Mitchell County, N. C.
Contract Idm-E636

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Dear Sir:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

F M Murphy

F. M. Murphy, Acting Chief
Division of Minerals

OFFICIAL FILE COPY
O. M. E
RECEIVED NOV 13 1963

DATE	INITIALS	CODE
11/13		800
		100
		~~110~~
11/13		500
	Murphy	

MME Form 63
Revised 3-62

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. From November 9, 1962, to November 3, 1963 ~~Since~~ , has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☑

2. From November 9, 1962, to November 3, 1963 ~~Since~~ , has there been any production from the land subject to the contract? Yes ☐ No ☑

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity		Estimated Grade	Location
Ore		Tons		
Concentrates		Tons		
Other		Tons		

3. Since , has any production been transported through workings (see of contract)? Yes ☐ No ☐

   A. If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name Sam L. Phillips Title Partner

Address Spruce Pine, N.C. Date 11-6-63

4511

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
11/23	GCS	120
11/26	Talbert	800
		220

NOV 2 6 1962

Memorandum

To: Chief, Fiscal Section, Division of Administrative Services, Office of the Secretary

From: Chief, Division of Field Operations, OME

Subject: DMEA-3154 (Mica)
Byrd Mica Miners
Byrd Mine
Mitchell County, North Carolina
Contract Idm-E636

Enclosed for your files is the original of a Report of Royalty Review on the subject contract.

George C. Selfridge (gla)

Enclosure

GCSelfridge/gla (11/23/62)
cc to: Docket DMEA-3154
Director's Reading File
CA&A Division
G. C. Selfridge
R. A. Laurence, USGS, Reg. IV, w/cy of Report of Royalty Review dtd 11/14/62 and orig. cy of memo dtd 11/20/62 to Chief, Division of Field Operations, from CA&A Division.
Avery Reed, USBM, Reg. IV, w/cy of ea. item sent to Mr. Laurence

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
		220

November 20, 1962

Memorandum

To: Chief, Division of Field Operations

From: E. D. Talbert, Chief (Signed) E. D. Talbert
Contract Administration and Audit Division

Subject: DMEA-3154 (Mica)
Byrd Mica Miners
Byrd Mine
Mitchell County, North Carolina
Contract Idm-E636

Enclosed are the original and two copies of a Report of Royalty Review covering the subject Region IV contract. If you concur in the facts stated therein, please make the following distribution:

(a) Original to the Fiscal Section, Division of Administrative Services, Office of the Secretary; and

(b) Two copies to Region IV files.

This report is for OME record purposes only; therefore, no copy has been provided for the Operator.

As evidence of your concurrence, a copy of your memorandum transmitting the original of the report to the Department's Fiscal Section should be furnished this Division. If for any reason you do not concur, the original and both copies should be returned to this Division with your comments.

Enclosures

EDTalbert/ama 11-20-62

CC:
Docket
Director's Reading File
CA & A Division
Fiscal Section

43683

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

October 19, 1962

Re: DMEA-3154 (Mica)
Byrd Mica Miners
Byrd Mine
Mitchell County, N. C.
Contract Idm-E636

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Messrs. Clingman Ellis and Walter Grindstaff
d/b/a Byrd Mica Miners
Spruce Pine, North Carolina

Gentlemen:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

W. R. Griswold, Chief
Division of Minerals

OFFICIAL FILE COPY
O. M. E
RECEIVE NOV 13 1962

DATE	INITIALS	
11/13		800
11/15		100
11		~~110~~
		500
		220

MME Form 63
Revised 3-62

DMEA-3154
Idm-E636

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since July 6, 1960, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☑

2. Since July 6, 1960, has there been any production from the land subject to the contract? Yes ☐ No ☑

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity		Estimated Grade	Location
Ore		Tons		
Concentrates		Tons		
Other		Tons		

3. Since , has any production been transported through workings (see of contract)? Yes ☐ No ☑

   A. If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name Sam L. Phillips Title 11-9-62

Address Spruce Pine, N.C. Date 11-9-62

4511

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

August 9, 1962

Re: DMEA-3154 (Mica)
Byrd Mica Miners
Byrd Mine
Mitchell County, N. C.
Contract Idm-E656

Messrs. Clingman Ellis and Walter Grindstaff
d/b/a Byrd Mica Miners
Spruce Pine, North Carolina

Gentlemen:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

W. R. Griswold

W. R. Griswold, Chief
Division of Minerals

MME Form 63
Revised 3-62

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since **July 6, 1960**, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☐

2. Since **July 6, 1960**, has there been any production from the land subject to the contract? Yes ☐ No ☐

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value
_____		
_____	_____	_____

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity		Estimated Grade	Location
Ore	_____	Tons	_____	_____
Concentrates	_____	Tons	_____	_____
Other	_____	Tons	_____	_____

3. Since _____, has any production been transported through _____ workings (see _____ of contract)? Yes ☐ No ☐

   A. If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value
_____	_____	_____

Submitted by:

Name _____ Title _____

Address _____ Date _____

4511

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee

☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

Boyd Mica Memp

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Sam L Phillips

DATE DELIVERED	ADDRESS WHERE DELIVERED *(only if requested in item #1)*
11-9-62	

C55—16—71548-4 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

SPRUCE
NOV 9
9 AM
1962
N. C.

POSTMARK OF DELIVERING OFFICE

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO. 598428	NAME OF SENDER MIN. EXPLORATION
CERTIFIED NO.	STREET AND NO. OR P. O. BOX DEPT. INTERIOR
INSURED NO.	CITY, ZONE AND STATE WASH. 25 D.C.

POD Form 3811 Jan. 1958

C55—16—71548·4

DMEA Form 18
Feb. 58

DEFENSE MINERALS EXPLORATION ADMINISTRATION

ANALYSIS OF SEMIANNUAL REPORT OF CERTIFIED PROJECT

Prepare in duplicate. File original in Official Docket. Send copy

To: Statistics Branch (Code 210)

Report Period 10/22/57 - 2/3/58

From: Division of Nonmetallic Minerals

DMEA No.	Operator	Contract No.
3154	Byrd Mica Miners C. Ellis, et al.	Idm-E636

ORE ESTIMATES

	Tons	Analysis	
DMEA	5.5 tons	@ $600	$3,300
Operator to date			
Total	5.5 tons		
Production to date	3.9		$2,334.68
Ore in ground	1.6 tons		

INVESTMENT

Type	Size		Feet	Cost
Shafts				
Winzes				
Drifts and Crosscuts				
Raises				
Drilling	Type			
Rehabilitation	Description			

FACILITIES

Mine Plant		
Mill		
Roads		

REMARKS

Not including 1 ton scrap @ $25

Prepared by Lawrence G. Houk Date

31398

$5,180 $5,755 $5,126

ANALYSIS Mica MR

ORE	DMEA	OPERATOR	TOTAL	PRODUCTION	AVAILABLE
Mineral Mica	11,500 lbs.		11,500	7,800	3,700

OME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Co
6/26	[illegible]	
		[illegible]
		[illegible]
		[illegible]
		[illegible]
		[illegible]

[illegible] 26, [illegible]

Memorandum

To: The [illegible]

From: [illegible] Fisher, OME Auditor

Subject: Check of Spruce Pine Mica Purchase Depot Records, June 18 - 22, 1962

During the period of June 18 to 22, 1962, I examined the purchase records of the [illegible] Mica Purchase Depot at Spruce Pine, North Carolina, for the purpose of ascertaining any unreported production under DMEA exploration project contracts. My examination did not disclose any unreported production subject to royalty under the following contracts:

Contract No.	Docket No.	Operator	Mine Names
2- 87	1140	Pitt Mica Corporation	[illegible], Reid, Reid-Mary, Reid Hooker
456	2150	A. W. Reid and W. H. Hooker	[illegible], Reid, Reid-Mary, Reid Hooker
393	2233	Dixie Minerals, Inc.	[illegible] Stephens (Stevens)
412	22[illegible]	Burke John Mica Miners	[illegible] John, N. L. Barnard
461	2[illegible]	[illegible]ab Angel	[illegible]
472	2[illegible]	[illegible]urne Associates	[illegible]rty, Conley, Turley
686	[illegible]	[illegible]ixie Mines, Inc.	" " "
476	2307	Andrew W. Reid	[illegible]
516	2926	The Goodmica Mining Co.	[illegible]ale Cope
519	[illegible]	H. J. Twiggs [illegible]	[illegible]ar Huskins, Little Sam [illegible]skins
547	2[illegible]	Duncan Mining Co.	[illegible]ily
550	3[illegible]	Murphy Mining Co.	[illegible]ed, Bennett
562	2[illegible]	[illegible]mite Mica Co.	[illegible]ort-Mitchell
601	3030	M. C. Burleson, et al.	[illegible]ones-Bazeman
613	2[illegible]	Matt Young	[illegible]ox
6[illegible]	3133	[illegible]ric Mica Co.	[illegible]ders (Sanders)
6[illegible]	31[illegible]	[illegible]ord Mica Miners	[illegible]
6[illegible]	3[illegible]	[illegible]llis & Snyder Mining [illegible]	[illegible]
6[illegible]	[illegible]	[illegible]-Metallic Minerals	[illegible], Peterson
674	3[illegible]	Mud Cut Mining Company	[illegible]t, Talent (Talent)
673	3[illegible]	[illegible]. L. Burleson	[illegible]ft
675	3[illegible]	[illegible] Beam & [illegible]	[illegible], Clifton

cc: Docket
Director's Reading File
CA & A Division
Region IV Files (2)

[illegible]/ame
[illegible]-62

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
ROOM 11 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

OFFICIAL FILE COPY
IN REPLY REFER TO:
O. M. E
RECEIVED NOV 18 1960

DATE	INITIALS	
11/21	Hook	124
~~November 16, 1960~~		

Mamorandum

To: Mr. George C. Selfridge, Chief
Division of Field Operations, OME, Washington, D. C.

From: Robert A. Laurence RAL

Subject: Report of Royalty Review
Docket No. DMEA-3154, Contract No. Idm-E636 (Mica)
Byrd Mica Miners, Spruce Pine, North Carolina
Byrd Mine, Mitchell County, North Carolina

Please send copy of Report of Royalty Review for the Knoxville files.

DMEA-3154
1 copy sent to Region IV
11-21-60

OFFICIAL FILE COPY O. M. E. RECEIVED NOV 14 1960		
DATE	INITIALS	CODE
11-14	gad	VVO
11/15	[illegible]	800
-	[illegible]	500
		VVO

NOV 14 1960

Messrs. Clingman Ellis and
Walter Grindstaff
Byrd Mica Miners
Spruce Pine, North Carolina

Re: DMEA-3154 (Mica)
Byrd Mica Miners
Byrd Mine
Mitchell County, North Carolina
Contract Idm-E636

Gentlemen:

Enclosed for your information and records is a copy of a Report of Royalty Review prepared by the Office of Minerals Exploration which has succeeded the Defense Minerals Exploration Administration.

Sincerely yours,

George C. Selfridge

George C. Selfridge
Chief, Division of
Field Operations

Enclosure

LGHouk:gad 11/14/60
Copy to: Washington Office (2)
Region IV (2)
Mr. Houk

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 14 1960

DATE	INITIALS	CODE
11-14	gad	VVO
11/15	[illegible]	800
	[illegible]	500
		VVO

November 14, 1960

Memorandum

To: Chief, Fiscal Section, Division of Administrative Services, Office of the Secretary

From: Chief, Division of Field Operations, OME

Subject: DMEA-3154 (Mica)
Byrd Mica Miners
Byrd Mine
Mitchell County, North Carolina
Contract Ids-2636

Attached for your files is the original of a Report of Royalty Review on the subject contract.

George C. Selfridge

George C. Selfridge
Chief, Division of Field
Operations

Attachment

LGHouk:gad 11/14/60

Copy to R-IV (2)
Wash. Off. (2)
Mr. Houk

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

NOV 7 1960

OFFICIAL FILE COPY O. M. E. RECEIVED NOV 8 1960		
DATE	INITIALS	CODE
		120
11/8	Brunwald	500
		220
		220

Memorandum

To: Chief, Division of Field Operations

From: E. D. Talbert, Acting Chief
Contract Administration and Audit Division

E. D. Talbert

Subject: Reports of Royalty Review

Attached are the original and two copies of each of the following Reports of Royalty Review:

Idm-E636	DMEA-3154	Byrd Mica Miners
Idm-E765	DMEA-3522	Calumet & Hecla, Inc.
Idm-E835	DMEA-3813	T. B. Vance

If you concur in the facts stated in these reports distribution should be made as follows:

(a) Original of each report to the Fiscal Section, Division of Administrative Services, Office of the Secretary, Department of the Interior, Washington 25, D. C.
(b) One copy to the Operator; and
(c) One copy for the Region IV file.

As evidence of your concurrence, a copy of your letter transmitting the Operator's copy should be furnished to this Division. If for any reason you do not concur, the original and both copies of the report should be returned to this Division with your comments.

Attachments

DEA No.	Log-E	Operator	Date Inspected
2793	665	Burns & Spangler Construction Co. (New Cornwall Mine)	June 13 thru 19,
2921	518	Taylor and Greene (New Cane Mine)	
2926	516	Copper Creek Mining Co. (Copper Mine)	
3000	517	[illegible] Wyson (B.I.E. Mining Co.) ([illegible] Mine)	
3108	560	Harris Mining Co. (Leonatt [illegible])	
3154	516	Ellis & Grindstaff ([illegible] Mine)	Inactive
3216	665	Sparks & Parsley (Hector Mine)	
3229	619	Willis & Snyder ([illegible] Mine)	
3199	694	W. S. Chrisawn (Westall Mine)	
3247	664	Buchanan & Cook (Johnson Mine)	
3255	662	Non-Metallic Minerals (White Face Mine)	
3256	687	Brown & Rathburn (Fox Mine)	
[illegible]	692	Phillips & Carpenter (W.A. McKinney Mine)	
[illegible]	675	J. R. Bean & H. Boone (Ingram Mine)	
[illegible]	674	Phillips & Carpenter (Mud Cut Mine)	
[illegible]	712	Rock Mining Co. (Rock Mine)	

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 25 1959

DATE	INITIALS	
11-25	gad	
"	gg	
11/30	GEF	
"	gla	
	gl	

OFFICE OF MINERALS EXPLORATION

Semi-Annual Report on Certified Projects

INACTIVE SINCE LAST INSPECTION

Commodity: Mica

Reporting Period: July 1, 1959 to December 30, 1959

The following certified projects in the [illegible] area were checked at the Government Purchasing Depot, [illegible] the Operators, either directly or by telephone [illegible] during the first two weeks of November 1959. [illegible] since the last [illegible]

[illegible]	Operator	Mine Name
181	Yancey Mica Mines, Inc.	Cattail
349	Robinson & West	[illegible]
519	Twiggs, Glen & Green	Sam [illegible] Mine
560	Murphy Mining Co.	Bennett Bed
636	Ellis & Grindstaff	Byrd
694	W.B. Chrisawn	Westall
664	Buchanan & Cook	Johnson
662	Non-Metallic Minerals	White Face
[illegible]	Bugum & Rathburn	Fox Mine
[illegible]	[illegible] Mining Co.	[illegible]
734	Beene & Jarrett	Marsh Putnam
757	C. R. Phillips	Sugar Dave
824	Roy Grindstaff	Conley
862	J.R. Beam & John Phillips	Little Ray
962	Sam Phillips	Old Buchanan

V. J. Lynch, Mining Engineer
Bureau of Mines--OME

[illegible] 23, 1959

Chr with Chamberlain: Jue. 2/[illegible]

5-3/4 T of mine run

OFFICIAL FILE COPY
O. M. E.
RECEIVED FEB 16 1959

DATE	INITIALS	CODE
2-16	C	220
		110
		800
		600

DMEA EXPLORATION PROJECT

SEMI-ANNUAL REPORT OF CERTIFIED PROJECT

DMEA-3154, Idm-E636-Mica

Reporting Period: 7-1-58 to 1-1-59. Date Examined: 1-28-59.

Operators: Clingman Ellis and Walter Grindstaff, Bakersville, N. C.

Mine Name: Byrd Mine. County: Mitchell. State: No. Carolina.

Docket No. DMEA-3154. Contract No. Idm-E636. Commodity: Mica.

Contract Date: November 3, 1953; Date Certified: Aug. 10, 1954.

Expiration Date of Royalty Payments: November 3, 1963.

Total of Contract: $5,755.00. Total Expended: $5,695.00.

Government Participation at 90%.....$5,125.50

Royalty Payments this period: $48.39. Previously Paid: $117.98.

Total Royalty Paid to Date: $166.37

Percent Gov't Participation Repaid: 3.25%

Royalty due on production to date: None

Royalty Remarks: Royalty has been paid on all production to date. Mine not now in operation.

Original Estimate of DMEA Reserves (Field Team Final Report).
About 6,000 lbs. of "mine-run" mica indicated as reserves above the 95-foot level which would yield about 300 lbs. of trimmed sheet mica.

	Type Mica	Pounds	Value
Production DMEA Ore (this period)	Sheet	33.06	$655.64
	Hand cobbed	1040.00	312.00
	Total	1073.06	$967.64
Production DMEA ore (previous).	Sheet	203.07	$2,334.68
	Scrap	2,000.00	25.00
	Total	2,203.07	$2,359.68
Production DMEA ore (todate)	Sheet	236.13	$2,990.32
	Hand cobbed	1040.00	312.00
	Scrap	2000.00	25.00
	Total....	3276.13	$3,327.32

Remarks: No work was being done at the mine when visited. Mrs. Mollie Byrd, the property owner, said Woodrow Sparks, the last Operator gave up his lease before Christmas of last year. He did very little work on her property and paid the Government royalty on all sales.

Wm. A. Beck, Mining Engineer
Bureau of Mines - OME

February 10, 1959

z

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 26 1958

DATE	INITIALS	CODE
11-26	C	220
11-26	Frank	600

November 24, 1958

Memorandum

To: Finance Officer, Region V (OME) Norris, Tenn.

From: Executive Officer, OME - Region V - Knoxville

Subject: Royalty Payment - Idm-E636, DMRA-3154-mica.
Byrd Mica Mine, Mitchell County, N.C.

Transmitted are final settlement sheets in the amount of $967.64 and their check for 5% royalty in the amount of $48.39.

Robert A. Laurence

sm.
cc
Frank Johnson-OME
Lynch
Files

¤

655.64
312.00

¤

967.64¤
05
483820

FORM APPROVED BY COMP. GEN. U.S. MARCH 25, 1957

GENERAL SERVICES [redacted]MINISTRATION

FINAL SETTLEMENT - PROGRAM B - MICA PURCHASE

(MICA REGULATION 7, REVISION 3, AMENDMENT 2, FURTHER AMENDED BY 4 AND 8)

MICA PURCHASE DEPOT - [redacted]

DATE PUR[redacted]ED [redacted]

ORIGINAL FILE COPY
G. M. E.

ACCEPTANCE NUMBER [redacted]

CHECK	INITIALS	CODE

F.A.I. NUMBER [redacted]	LOT NUMBER [redacted] (a)	VOUCHER NUMBER	SCHEDULE NUMBER
TYPE OF MICA: [X] RUBY [ ] NONRUBY	POUNDS PURCHASED [redacted] 1040.00	INITIAL PAYMENT $ [redacted] 166.68	

STATEMENT OF ACTUAL YIELD

QUALITY	POUNDS	PROGRAM A - VALUE STAINED MICA ($)
1. GOOD STAINED AND BETTER	12.38 [redacted]	
2. STAINED	13.06 [redacted]	$ [redacted] 98.60
3. HEAVY STAINED	3.46 [redacted]	
4. TOTAL YIELD	28.90 [redacted]	

COSTS

.16 [redacted] .[redacted]

6. RIFTING [redacted] 96 HOURS X $ [redacted] = [redacted]

7. TRIMMING [redacted] HOURS X $ [redacted] = $ [redacted] 193.07

8. RIFTING AND TRIMMING (Per pound) TOTAL COSTS (Items 6 and 7) $ [redacted] 293.85 ÷ TOTAL YIELD (Item 4) [redacted] 29.08 = COST PER LB. $ [redacted]

COMPUTATION OF FINAL PAYMENT

9. POUNDS OF GOOD STAINED AND BETTER (Item 1) [redacted] 12.38 [redacted] RUBY x $ 37.037 PER LB. - RUBY =	$ [redacted] 458.52
10. POUNDS OF STAINED (Item 2)	NUMBER OF POUNDS [redacted] 13.06
11. POUNDS OF GOOD STAINED AND BETTER (Item 1) [redacted] 12.38 x 1.5 = EQUIVALENT LBS. OF STAINED	NUMBER OF POUNDS [redacted] 18.57
12. DIFFERENCE (Item 10 minus 11)	NUMBER OF POUNDS [redacted] 0
13. PROGRAM A - VALUE OF STAINED (Item 5) $ [redacted] 98.60 ÷ LBS. OF STAINED (Item 2) [redacted] =	(Per lb.) $ [redacted] 7.55
14. DUE SELLER ON STAINED (Item 12) x (Item 13) $ =	$
15. TOTAL (Item 9 + Item 14)	$ [redacted] 458.52
16. COST OF RIFTING AND TRIMMING (Item 12 x Item 8)	$
17. GROSS AMOUNT DUE SELLER (Item 15 - Item 16)	$ [redacted] 458.52
18. MAXIMUM ALLOWABLE ([redacted] 1040.00 [redacted] lbs. X 30¢)	$ [redacted] 312.00 ✓
19. INITIAL PAYMENT	$ [redacted] 166.68
20. DUE [X] SELLER [ ] GOVERNMENT	$ [redacted] 145.32

NAME AND LOCATION OF MINE

[redacted], Mitchell County, N. C.

SELLER'S NAME AND ADDRESS (Type or print)

[redacted] Mining Co.
[redacted] 4, [redacted]
[redacted], N. C.

APPROVED

DEPOT SUPERINTENDENT

DATE [redacted]

GSA WASH D C 58-3177

GSA FORM 1013b
SEPTEMBER 1957

DME A-3154

~~Byrd~~ Byrd Mine, Mitchell County, N.C.

FORM APPROVED BY COMP. GEN. U.S. MARCH 25, 1957

GENERAL SERVICES ADMINISTRATION

PROGRAM | DATE PURCHASED [redacted]

FINAL SETTLEMENT - MICA PURCHASE

[redacted]

ACCEPTANCE NUMBER [redacted]

OFFICIAL FILE COPY

MICA PURCHASE DEPOT -

CERTIFICATE AUTHORIZATION NUMBER [redacted] A | LOT NUMBER [redacted] | VOUCHER NUMBER | SCHEDULE NUMBER

RECEIVED NOV 26 1958

EVALUATION	DATE & INITIALS	CODE

QUALITY	HALF TRIM POUNDS	HALF TRIM PRICE PER LB	HALF TRIM AMOUNT	FULL TRIM POUNDS	FULL TRIM PRICE PER LB	FULL TRIM AMOUNT	
RUBY							
GOOD STAINED AND BETTER							
GRADES NO. 3 AND LARGER		$	$	[redacted]	$ 70.00	$ [redacted]	65.80
GRADES NO. 4 AND 5				[redacted]	40.00	[redacted]	262.80
GRADES NO. 5½ AND 6				11.01 [redacted]	17.70	[redacted]	194.88
STAINED							
GRADES NO. 3 AND LARGER		12.00		.03 [redacted]	33.30	[redacted]	.96
GRADES NO. 4 AND 5		9.00		2.48 [redacted]	20.25	[redacted]	51.83
GRADES NO. 5½ AND 6		5.00		9.19 [redacted]	7.55	[redacted]	69.38
HEAVY STAINED							
GRADES NO. 3 AND LARGER		5.00			14.90		
GRADES NO. 4 AND 5		4.00		.22 [redacted]	6.85	[redacted]	1.51
GRADES NO. 5½ AND 6		2.00		2.12 [redacted]	4.00	[redacted]	8.48
TOTALS		$				$	
NONRUBY							
GOOD STAINED AND BETTER							
GRADES NO. 3 AND LARGER			$		$ 70.00	$	
GRADES NO. 4 AND 5					40.00		
GRADES NO. 5½ AND 6					17.70		
STAINED							
GRADES NO. 3 AND LARGER		5.85			25.55		
GRADES NO. 4 AND 5		4.00			14.00		
GRADES NO. 5½ AND 6		2.00			4.55		
HEAVY STAINED							
GRADES NO. 3 AND LARGER		5.60			12.65		
GRADES NO. 4 AND 5		3.00			5.45		
GRADES NO. 5½ AND 6		1.60			4.00		
TOTALS			$	32.92 [redacted]		$ [redacted]	655.64

TOTAL [redacted] VALUE [redacted] MINIMUM (Ba. / trimpiece full trim) [redacted] LBS. $ [redacted]

ADJUSTED VALUE WHEN LESS THAN 10% BY A ABOVE VALUE $ _____ [redacted] TIP

FOR PROGRAM P. DEDUCT 84 [redacted] FOR [redacted] AND TRIMMING $ [redacted] 655.64

FINAL BASIS FOR PAYMENT [redacted] 402.20

LESS INITIAL PAYMENT VOUCHER NUMBER SCHEDULE NUMBER $ [redacted] 253.44

BALANCE DUE [redacted] SELLER [redacted] GOVERNMENT 32.92

NAME AND LOCATION OF MINE

[redacted]

PROCESSED FOR PAYMENT (LBS.)	[redacted]
PROCESSED - NO PAYMENT (LBS.) THINS	
BLACK (Bata, Spots, Stained)	
UNDERSIZED	
PROCESSING LOSS	[redacted] 14
TOTAL POUNDS PURCHASED	[redacted] 33.06

SELLER'S NAME AND ADDRESS (Type or print)

[redacted]

APPROVED

DEPOT SUPERINTENDENT

DATE [redacted]

GSA WASH D C 55-3277

GSA FORM 1013a SEPTEMBER 1957

SEMI-ANNUAL REPORT OF CERTIFIED PROJECT
ON

DMEA-3154, Idm-E636(mica) BYRD MINE
Mitchell County, N.C.

Operators: Clingman Ellis and Walter Grindstaff, Bakersville, N. C.

Reporting Period: January 1, 1958 to July 1, 1958.

This property was visited July 30, 1958 and the writer was informed by Mrs. Mollie Byrd that she had leased the mine to Woodrow Sparks who owns the adjacent property. She stated that Mr. Sparks is cognizant of the Government's lien on the property.

Sparks was mining a pegmatite on his property which strikes northeast and extends into the Byrd property. This appears to be the same pegmatite on which the DMEA work was done. A little open cut work has been done on the Byrd side of the line. Two sales of mica were made to the Government Depot from the Byrd mine by the S. &. H. Mining Company on June 25, 1958. One sale was of 1040 pounds of hand cobbed mica and the other was 33.06 pounds of block. Preliminary payments on these sales were $166.68 and $402.20 respectively. Final settlement had not been made at the time of this inspection.

It is noted that this contract was made on Form 200(A) (February 1952) and the abandonment clause was not deleted by amendment or otherwise.

Wm. A. Beck, Mining Engineer
Bureau of Mines (DMEA)

August 7, 1958

166.68
402.20
568.88
-70
568.70

8/11	N.g.	225
11	Cont	100
11	JEJ	110
11	[illegible]	800
		600

z

EXPLORATION PROJECT CONTRACT

SEMI-ANNUAL REPORT OF CERTIFIED PROJECT

DMEA-3154, Idm-E636(mica) BYRD MINE, Mitchell County, North Carolina

Operators: Clingman Ellis and Walter Grindstaff, Bakersville, N.C.

Reporting Period: 1-1-57 to 7-1-57.

This property was visited October 22, 1957. No work was being done and Mrs. Mollie Byrd, owner of the property, said there was no lease at the present time.

ORIGINAL
DMEA
RECEIVED 1957
11-4 C 220

Wm. A. Beck, Mining Engineer
Bureau of Mines

SEMI-ANNUAL REPORT ON CERTIFIED PROJECT

Reporting Period: To 1-1-57. Date of Examination: April 24, 1957

Operators: Clingman Ellis and Walter Grindstaff

Name of Mine: Byrd; County: Mitchell State: North Carolina

Docket No. DMEA-3154. Contract No. Idm-E636 Commodity: Mica

Date of Contract: 11-3-53. Date of Certification: August 10, 1954

Expiration Date of Royalty Payments: November 3, 1963

Total Amount of Contract: $5,755.00. Total Expenditures: $5,695.00

Amount of Government Participation at 90%--$5,125.50

Royalty Payments this Period: None. Previous Royalty Pay't. $117.98

Total Royalty payments to date: $117.98

Percent Government Participation Repaid: 2.30%

Royalty Due on Production to Date: None

Royalty Remarks: Mine not in operation.

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DMEA
RECEIVED MAY 27 1957

DATE	INITIALS	CODE
5/27	C	220
"	[illegible]	100

Original Estimates of DMEA Reserves (Field Team Final Report)
About 6000 pounds of "mine-run" mica indicated as reserves above the 95-foot level which would yield about 300 lbs. of trimmed sheet mica.

Production DMEA Ore(This Period) None

Production DMEA Ore(Previous)

Type	Pounds	Value
Sheet	203.07	$2,334.68
Scrap mica	2,000.00	25.00
Total	2,203.07	$2,359.68

Production DMEA Ore (to date) same as above.

REMARKS: This property was visited by the writer April 24, 1957. There was no equipment at the mine, and it appeared that no work had been done since completion of the contract. Mrs. Mollie Byrd, who lives just below the mine stated she was unable to lease the mine because no one is willing to pay the Government 5 percent.

Wm. A. Beck, Mining Engineer
Bureau of Mines

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1031 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
JAN 19 1956

January 17, 1956

Mr. Brown McKinney

Bakersville, N. C.

Re: DMEA-3154, Idm-E636 (mica)
Clingman Ellis & Walter Grindstaff
Byrd Mine, Mitchell County, N. C.

Dear Mr. McKinney:

This is in further reference to your letter of January 7, addressed to Mr. Beck.

You might advise Mrs. Byrd that, if potential operators do not wish to assume the obligation of royalties to DMEA, there is no reason why she cannot lease to an Operator and pay the DMEA royalties out of her own royalties. If she gets the standard 12 1/2 per cent royalty, she can pay DMEA its 5% and still have 7 1/2 per cent left; after the balance of $5007.52 has been paid, she will of course then have the full 12 1/2 per cent on any further sales.

Very truly yours,

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

RAL/am
cc:
Lynch
Shirley
Opr. Com.-2
Files

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

RECEIVED
JAN 11 1956

January 9, 1956

Mr. Brown McKinney

Bakersville, N. C.

Re: DMEA-3154, Idm-8636 (mica)
Clingman Ellis and Walter
Grindstaff
Byrd Mine, Mitchell County, N. C.

Dear Mr. McKinney:

In reply to your letter of January 7, please be advised that there is nothing that can be done to release Mrs. Mollie Byrd from the Consent to Lien which she signed on August 24, 1953.

Under the exploration contract the Government spent $5125.50, of which $117.98 has been repaid in royalties, leaving a balance of $5007.52. The Consent to Lien will be in force until the total amount has been repaid or until November 3, 1963, whichever occurs first.

Very truly yours,

V. J. Lynch,
Acting Executive Officer
DMEA Field Team, Region V

VJL/mm
cc:
Lynch
Shirley
Opr. Con.-2
Files

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 19 1955

January 17, 1955

Mr. Brown McKinney

Bakersville, N. C.

Re: DMEA-3154, Idm-E 636 (mica)
Clingman Ellis & Walter
Grindstaff, applicants
Byrd Mine

Dear Mr. McKinney:

Reference is made to your letter of January 14, which was written at the request of Mrs. Mollie Byrd of Bakersville, N. C., Route #1, in which you requested information as to what she could do to get her property released from the lien which the Government has on it. There is nothing that can be done to get her property released from the Owner's Consent to Lien which she signed on August 24, 1953 as the Government has issued a certification of discovery or development.

The Government participated in the subject contract to the extent of 90% of $5,695.00 or $5,125.50 and by the terms of the Exploration Project Contract and of the certification, all production from the property from the date of the exploration contract - November 3, 1953, is subject to the Government's percentage royalty as set forth in the contract until the sum of $5,125.50 is paid or until November 3, 1963, whichever occurs first.

There is nothing to prevent Mrs. Byrd from advising Mr. Ellis and the others that their lease is void but should she lease the property to someone else she should be sure to advise them that the Government is entitled to its royalty. In the case of mica this royalty amounts to 5 percent of the gross sales.

To date the Government has been repaid $117.98 of the amount due leaving a balance of $5,007.52.

Very truly yours,

Wm. A. Beck, Acting Executive Officer
DMEA Field Team, Region V

WAB/sm
cc:
Beck

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 19 1955

C O P Y

Bakersville, N. C.
January 14th, 1955

Mr. Robert A. Laurence
Executive Director, DMEA
Knoxville, Tenn.

Dear Sir:

I am writing you this at the request of Mrs. Mollie Byrd of Bakersville, Rt.# 1.

Some time ago Mrs. Byrd gave a lease on a Mica Mine on her property here in Bakersville Township, to Clingman Ellis and others and Mr. Ellis secured a Government loan for the purpose of exploration of the mine, he did some work and then abandoned the property and has not done any work for some time and according to the terms of the lease the time has expired for the lease to become void.

She would like very much to have the property released from the lien.

Please advise me just what she could do to get her property released?

Very truly,

s/ Brown McKinney

C
O
P
Y

CC:
Beck
Opr. Com.-2
Shirley
Files

Docket File
Surname:
Anderson
Houk
Robin
Chambers
Hedges
Guild
Martin
F.E. Johnson

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

AUG 5 1954

Messrs. Clingman Ellis and Walter Grindstaff
Byrd Mica Miners
Spruce Pine, North Carolina

INTERIOR DEPT.
AUG 5 - 1954
SOLICITOR

Re: Docket No. DMEA-3154 - Mica
Byrd Mica Miners
Byrd Mine
Mitchell County, North Carolina
Contract No. Idm-E636

Gentlemen:

Transmitted herewith is a certification of discovery or development on Contract No. Idm-E636 on the Byrd Mine, Mitchell County, North Carolina.

By the terms of the Exploration Project Contract and of the certification, all production from the property from the date of the Exploration Project Contract, November 3, 1953, is subject to the Government's percentage royalty as set forth in the contract until the sum of $5,125.50 is paid or until November 3, 1963, whichever occurs first.

Payments should be made to Mr. Robert A. Laurence, Executive Officer, Defense Minerals Exploration Administration Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee. Checks should be drawn payable to the Treasurer of the United States. The purchaser should be advised to deduct the royalties from the amount due on each shipment and forward check direct to the Executive Officer.

Royalty payments to the Government should be accompanied by suitable evidence, such as copies of settlement sheets showing quantity and grade of ore sold, the name of the purchaser, and the price and charges certified to be correct by the purchaser.

You are requested to notify Mr. Laurence of any changes in ownership or production rights that may have any effect on the Government's right to its percentage royalty. Also, if production ceases at any time for any extended period, please notify Mr. Laurence at six-month intervals that no production has been made.

Sincerely yours,

C. O. Mittenderf (for)
Administrator

Enclosure

WCAnderson:gad 8/4/54

Copy to: Admr. R. File
Docket File
Mr. Johnson
Mr. Chambers
Mr. Houk
Mr. Hedges, 4604
Field Team, Region VII
Mr. Thayer, 4307 GSA Bldg.
Operating Committee

R.C.G.

Docket Copy
Surname:
Anderson
Houk
Porter
Chambers
Hedges
Field
Martin
Johnson

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

AUG 10 1954

Mr. Irving Gumbel, Acting Director
Materials Division
Emergency Procurement Service
General Services Administration
Washington 25, D. C.

INTERIOR DEPT.
AUG 5 - 1954
SOLICITOR

Re: Docket No. DMEA-3154 - Mica
Clingman Ellis and Walter Grindstaff
Byrd Mine
Mitchell County, North Carolina
Contract No. Idm-E636

Dear Mr. Gumbel:

I am enclosing one copy of a certification of discovery or development relating to the subject contract.

The exploration contract was signed on November 3, 1953, with the Government participating to the extent of 90% of $5,755.00 or $5,179.50.

The project was started on December 1, 1953, and completed April 30, 1954, after the expenditure of $5,695.00 which is the total net accepted cost according to the Audit Review. The Government paid 90% of the total accepted cost, or $5,125.50.

The work performed on this project consisted of enlarging an existing 74-foot shaft, deepening it an additional 24 feet, and drifting along a pegmatite for a distance of 65 feet. The pegmatite pinches and swells along the entire length of the drift and has a maximum thickness of four feet. It terminates at the ends of the drift. The exploration furnished sufficient data to calculate indicated reserves of mica.

The DMEA concurs with the field team evaluation of the work performed and has certified that a discovery or development has resulted from the work under this contract.

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosure

WCAnderson:gad 8/4/54

Copy to: Admr. R. File
Mr. Johnson
Mr. Chambers
Docket
Mr. Houk
Operating Committee
Field Team, Region VII
Mr. Thayer, 4307 GSA Bldg.
Mr. Hedges, 4604

R.C.H.

July 21, 1954

Memorandum

To: Cora Piper, Chief, Finance Division - Region VII

From: Acting Executive Officer, DMEA - Region 7

Subject: Royalty check from : Idm-E 636, DMEA-3154, Byrd Mica Miners

Transmitted herewith is a sales slip for mica sold from the subject mine, and their check in the amount of $1.25 which is 5 percent of the sale due in royalty.

Wm. A. Beck

ZM
cc:
Beck
Lynch
Laurence
enc.
Invoice
Check $1.25

A-3154

C O P Y

English Mica Co.

Purchased from Byrd Mica Miners :

1 - ton scrap @ $25/T.....$25.00

Certified by:

C. W. Ellis

C O P Y

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

July 20, 1954

Memorandum

To: Operating Committee - DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: Operator's Final Engineering Reports:
DMEA-3154, Idm-E 636 (mica) Ellis & Grindstaff
DMEA-3216, Idm-E 665 (mica) H ector Mining Co.

Enclosed are 4 copies of the Operator's final engineering reports on the exploration at the Hector Mine, and the Byrd Mine. Field Team final reports were sent to you June 22 and July 12 respectively.

Robert A. Laurence

Robert A. Laurence

Operator's Final Report

Spruce Pine, North Carolina
July 16, 1954

Mr. Robert A. Laurence, Executive Officer
DMEA, Region VII
Room 13, Post Office Building
Knoxville, Tennessee

Re: DMEA-3154, Idm-E636
Byrd Mine
Final Engineering Report

Dear Mr. Laurence:

Work was commenced on this project the first part of December, 1953. This work consisted of rehabilitating and enlarging an existing shaft that was approximately 76 feet deep. This shaft was deepened an additional 24 feet. The formation encountered in deepening the shaft was slate and occasionally a small amount of pegmatite. We ran a drift 8' to the Southwest from the bottom of the shaft, and here we encountered chiefly slate material. We then drove a drift 65 feet to the Northeast on the only vein material that we could find. The vein material was extremely narrow and quite often pinched out.

We recovered slightly more than a ton of mica from the entire operation. The mica was very high quality but was very small. From the amount recovered, we sold to the U. S. Government approximately 203 lbs. for a total of about $2334.00.

We believe that this prospect has been entirely explored, and we sincerely believe that it would be a waste of money for anyone to attempt further operation of this mine.

We wish to thank the field team for their cooperation on this project. If any further information is necessary, please contact us.

Very truly yours,

C. W. Ellis

C. W. Ellis

P/b
Enc. ck.

RECEIVED
JUL 19 1954
Geology Division
Knoxville, Tenn.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 2525 DPC BLDG.
WASHINGTON 25, D.C.
KNOXVILLE 2, TENN.

July 16, 1954

Memorandum

To: Cora Piper, Chief, Finance Division - Region VII

From: Acting Executive Officer, DMEA - Region VII

Subject: Royalty Check on Idm-E 636, DMEA-3154, Ellis & Grindstaff

Transmitted herewith are copies of bills of sale for mica from the subject mine. A check in the amount of $116.73 attached represents the Government's 5 percent royalty on the sales.

Wm. A. Beck

ZM.
cc:
Beck
Lynch
Mittendorf
C. W. Ellis
Files

COPY COPY

GENERAL SERVICES ADMINISTRATION
Mica Purchase Depot - Spruce Pine, N. C.

DATE 4-12-54

WARRANTY, ACCEPTANCE AND INVOICE

ACCEPTANCE NUMBER 4-1063

ISSUED UNDER CERTIFICATE OF AUTHORIZATION NUMBER	LOT NUMBER	RECEIPT AND WEIGHT TICKET NUMBER
EPS-4-472A	SP-1063	

WARRANTY

The undersigned, a participant in the Mica Program, warrants that the mica included in this lot of mica is of domestic origin, is not material owned previously by the Government, was not purchased from others prior to December 14, 1951, and is owned by the person or firm whose name appears below (herein referred to as "Seller").

NAME AND ADDRESS OF SELLER *(Type or print)*	SELLER OR PERSON AUTHORIZED TO SIGN THIS WARRANTY FOR SELLER
NAME C. W. Ellis	SIGNATURE
STREET ADDRESS	NAME *(Type or print)*
CITY, ZONE AND STATE Spruce Pine, N. C.	TITLE *(Type or print)* Owner

EVALUATION AND SETTLEMENT DATA

PROGRAM A - BLOCK OR FILM MICA

QUALITY	HALF TRIM			FULL TRIM		
	POUNDS	PRICE PER LB.	AMOUNT	POUNDS	PRICE PER LB.	AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER					$70.00	
GRADES NO. 4 AND 5				1.52	$40.00	60.80
GRADES NO. 5½ AND 6				9.26	$15.00	138.90
STAINED						
GRADES NO. 3 AND LARGER		$12.00			$18.00	
GRADES NO. 4 AND 5		$ 5.00		.76	$ 8.00	6.08
GRADES NO. 5½ AND 6		$ 3.00		5.56	$ 5.00	27.80
HEAVY STAINED						
GRADES NO. 3 AND LARGER		$ 8.00			$13.00	
GRADES NO. 4 AND 5		$ 4.00		.09	$ 6.00	.54
GRADES NO. 5½ AND 6		$ 2.00		.62	$ 3.00	1.86
TOTALS						
LOT TOTALS				17.81		235.98

PROGRAM B - HAND-COBBED MICA

TOTALS					$ 0.30	

ACCEPTANCE

Subject to the terms and conditions of the Mica Regulation dated March 12, 1952 (17 F.R. 2279), establishing the Government's Purchase Programs for Domestic Mica, the Government accepts the number of pounds of mica (as hereinabove identified), delivered by the Seller to the Government for which payment in the total amount set forth hereinabove will be made by the Government.

GENERAL SERVICES ADMINISTRATION

BY *(Type name)*	SIGNATURE	TITLE
Alvin J. Overby		Acting Depot Supt.

INVOICE

TO General Services Administration, Region IV

FOR	
Mica delivered as indicated above	$235.98

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

SELLER *(Type name)*	DATE
C. W. Ellis (Byrd Mine-DMEA-3154)	4-12-54
BY *(Signature)*	NAME AND TITLE *(Type)* Owner

GSA-WASH DC 53-3094

COPY

GSA FORM 1013
September 1952

COPY

GENERAL SERVICES ADMINISTRATION
Mica Purchase Depot - Spruce Pine, N. C.

DATE 5-18-54

WARRANTY, ACCEPTANCE AND INVOICE

ACCEPTANCE NUMBER 4-1242

ISSUED UNDER CERTIFICATE OF AUTHORIZATION NUMBER	LOT NUMBER	RECEIPT AND WEIGHT TICKET NUMBER
EPS-4-472A	SP-1242	

WARRANTY

The undersigned, a participant in the Mica Program, warrants that the mica included in this lot of mica is of domestic origin, is not material owned previously by the Government, was not purchased from others prior to December 14, 1951, and is owned by the person or firm whose name appears below (herein referred to as "Seller").

NAME AND ADDRESS OF SELLER *(Type or print)*	SELLER OR PERSON AUTHORIZED TO SIGN THIS WARRANTY FOR SELLER
NAME C. W. Ellis	SIGNATURE
STREET ADDRESS	NAME *(Type or print)*
CITY, ZONE AND STATE Spruce Pine, N. C.	TITLE *(Type or print)* Partner

EVALUATION AND SETTLEMENT DATA

PROGRAM A - BLOCK OR FILM MICA

QUALITY	HALF TRIM			FULL TRIM		
	POUNDS	PRICE PER LB.	AMOUNT	POUNDS	PRICE PER LB.	AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER					$70.00	
GRADES NO. 4 AND 5				5.76	$40.00	230.40
GRADES NO. 5½ AND 6				18.83	$15.00	262.45
STAINED						
GRADES NO. 3 AND LARGER		$12.00			$18.00	
GRADES NO. 4 AND 5		$ 5.00		3.24	$ 8.00	25.92
GRADES NO. 5½ AND 6		$ 3.00		22.60	$ 5.00	113.00
HEAVY STAINED						
GRADES NO. 3 AND LARGER		$ 8.00			$13.00	
GRADES NO. 4 AND 5		$ 4.00			$ 6.00	
GRADES NO. 5½ AND 6		$ 2.00		5.65	$ 3.00	16.95
TOTALS						
LOT TOTALS				56.08		668.72

PROGRAM B - HAND-COBBED MICA

TOTALS		$ 0.30	

ACCEPTANCE

Subject to the terms and conditions of the Mica Regulation dated March 12, 1952 (17 F.R. 2279), establishing the Government's Purchase Programs for Domestic Mica, the Government accepts the number of pounds of mica (as hereinabove identified), delivered by the Seller to the Government for which payment in the total amount set forth hereinabove will be made by the Government.

GENERAL SERVICES ADMINISTRATION

BY *(Type name)*	SIGNATURE	TITLE
Wayne Buchanan		Buyer

INVOICE

TO General Services Administration, Region IV

FOR	
Mica delivered as indicated above	$ 668.72

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

SELLER *(Type name)*	DATE
C. W. Ellis (Byrd Mine-DMEA-3154)	5-18-54
BY *(Signature)* C. W. Ellis, Owner	NAME AND TITLE *(Type)*

GSA-WASH DC 53-3094

GSA FORM 1013
September 1952

COPY COPY

COPY COPY

GENERAL SERVICES ADMINISTRATION
Mica Purchase Depot - Spruce Pine, N. C.

DATE 6-8-54

WARRANTY, ACCEPTANCE AND INVOICE

ACCEPTANCE NUMBER 4-1378

ISSUED UNDER CERTIFICATE OF AUTHORIZATION NUMBER	LOT NUMBER	RECEIPT AND WEIGHT TICKET NUMBER
EPS-4-472A	SP-1378	

WARRANTY

The undersigned, a participant in the Mica Program, warrants that the mica included in this lot of mica is of domestic origin, is not material owned previously by the Government, was not purchased from others prior to December 14, 1951, and is owned by the person or firm whose name appears below (herein referred to as "Seller").

NAME AND ADDRESS OF SELLER *(Type or print)*	SELLER OR PERSON AUTHORIZED TO SIGN THIS WARRANTY FOR SELLER
NAME C. W. Ellis	SIGNATURE
STREET ADDRESS	NAME *(Type or print)* C. W. Ellis
CITY, ZONE AND STATE Spruce Pine, N.C.	TITLE *(Type or print)* Owner

EVALUATION AND SETTLEMENT DATA

PROGRAM A - BLOCK OR FILM MICA

QUALITY	HALF TRIM			FULL TRIM		
	POUNDS	PRICE PER LB.	AMOUNT	POUNDS	PRICE PER LB.	AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER					$70.00	
GRADES NO. 4 AND 5				6.30	$40.00	252.00
GRADES NO. 5½ AND 6				30.78	$15.00	461.70
STAINED						
GRADES NO. 3 AND LARGER		$12.00			$18.00	
GRADES NO. 4 AND 5		$ 5.00		1.57	$ 8.00	12.56
GRADES NO. 5½ AND 6		$ 3.00		35.39	$ 5.00	176.95
HEAVY STAINED						
GRADES NO. 3 AND LARGER		$ 8.00			$13.00	
GRADES NO. 4 AND 5		$ 4.00			$ 6.00	
GRADES NO. 5½ AND 6		$ 2.00		10.77	$ 3.00	32.31
TOTALS						
LOT TOTALS				84.81		935.52

PROGRAM B - HAND-COBBED MICA

TOTALS					$ 0.30	

ACCEPTANCE

Subject to the terms and conditions of the Mica Regulation dated March 12, 1952 (17 F.R. 2279), establishing the Government's Purchase Programs for Domestic Mica, the Government accepts the number of pounds of mica (as hereinabove identified), delivered by the Seller to the Government for which payment in the total amount set forth hereinabove will be made by the Government.

GENERAL SERVICES ADMINISTRATION

BY *(Type name)*	SIGNATURE	TITLE
Wayne Buchanan	s/	Buyer

INVOICE

TO General Services Administration, Region IV

FOR Mica delivered as indicated above $ 935.52

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

SELLER *(Type name)*	DATE
C. W. Ellis (Byrd Mine-DMEA-3154)	6-8-54
BY *(Signature)* C. W. Ellis, Owner	NAME AND TITLE *(Type)*

GSA-WASH DC 53-3094

GSA FORM 1013
September 1952

COPY COPY

COPY

GENERAL SERVICES ADMINISTRATION
Mica Purchase Depot - ~~Spruce Pine, N. C.~~

WARRANTY, ACCEPTANCE AND INVOICE

DATE: 6-24-54

ACCEPTANCE NUMBER: 4-1485

ISSUED UNDER CERTIFICATE OF AUTHORIZATION NUMBER: EPS-4-472A

LOT NUMBER: SP-1485

RECEIPT AND WEIGHT TICKET NUMBER:

WARRANTY

The undersigned, a participant in the Mica Program, warrants that the mica included in this lot of mica is of domestic origin, is not material owned previously by the Government, was not purchased from others prior to December 14, 1951, and is owned by the person or firm whose name appears below (herein referred to as "Seller").

NAME AND ADDRESS OF SELLER *(Type or print)*	SELLER OR PERSON AUTHORIZED TO SIGN THIS WARRANTY FOR SELLER
NAME: C. W. Ellis	SIGNATURE:
STREET ADDRESS:	NAME *(Type or print)*: C. W. Ellis
CITY, ZONE AND STATE: Spruce Pine, N. C.	TITLE *(Type or print)*: Owner

EVALUATION AND SETTLEMENT DATA

PROGRAM A - BLOCK OR FILM MICA

QUALITY	HALF TRIM			FULL TRIM		
	POUNDS	PRICE PER LB.	AMOUNT	POUNDS	PRICE PER LB.	AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER					$70.00	
GRADES NO. 4 AND 5				2.79	$40.00	111.60
GRADES NO. 5½ AND 6				17.82	$15.00	267.30
STAINED						
GRADES NO. 3 AND LARGER		$12.00			$18.00	
GRADES NO. 4 AND 5		$ 5.00		1.08	$ 8.00	8.64
GRADES NO. 5½ AND 6		$ 3.00		19.44	$ 5.00	97.20
HEAVY STAINED						
GRADES NO. 3 AND LARGER		$ 8.00			$13.00	
GRADES NO. 4 AND 5		$ 4.00			$ 6.00	
GRADES NO. 5½ AND 6		$ 2.00		3.24	$ 3.00	9.72
TOTALS						
LOT TOTALS				44.37		494.46

PROGRAM B - HAND-COBBED MICA

TOTALS					$ 0.30	

ACCEPTANCE

Subject to the terms and conditions of the Mica Regulation dated March 12, 1952 (17 F.R. 2279), establishing the Government's Purchase Programs for Domestic Mica, the Government accepts the number of pounds of mica (as hereinabove identified), delivered by the Seller to the Government for which payment in the total amount set forth hereinabove will be made by the Government.

GENERAL SERVICES ADMINISTRATION

BY *(Type name)*	SIGNATURE	TITLE
Ed S. Burleson		Buyer

INVOICE

TO: General Services Administration, Region IV

FOR: Mica delivered as indicated above — $494.46

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

SELLER *(Type name)*	DATE
C. W. Ellis (Byrd Mine-DMEA-3154)	6-24-54
BY *(Signature)*	NAME AND TITLE *(Type)*: C. W. Ellis, Owner

GSA-WASH DC 53-3094

GSA FORM 1013
September 1952

COPY

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

July 2, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3154 (mica)

Contract Number: Idm-E636

Applicant: Byrd Mica Miners

Name and Location of Property: Byrd Mine, Mitchell County
North Carolina

Date of Field Team's Final Report: June 22, 1954

Date Rec'd. by Ceramic & Fertilizer Materials Br.: June 28, 1954

Field Team's Recommendation:

1. Certification of discovery or development.

Comments:

1. Exploration began Dec. 1, 1953 and was completed April 30, 1954.

2. Work completed under contract consisted of enlarging existing shaft to 5'x7', deepening shaft 24 feet and drifting 65 feet.

3. Mica has been sold as a result of DMEA exploration.

4. Reserves have been estimated to be about 6,000 pounds of "Mine-Run" mica above the 95-foot level.

5. Expenditures -

Total approved	-	$5,755.00
Total cost	-	5,695.00
Gov't. share	-	5,125.50
Value of production during operations	-	1,600.00

Recommendation:

I concur in the field team's recommendation to approve certification of discovery or development.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:
G-MD-CNM

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

June 28, 1954

Memorandum

REVIRW OF FIELD TEAM REPORT ON APPLICATION DMEA-3154 (MICA)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Clingman Ellis and Walter Grindstaff
Name of property: Byrd Mine.
Location of property: Mitchell County, N. C.
Date of Field Team Report: June 9, 1954.
Authorship of Field Team Report: K. H. Teague, D. H. Amos, and L. E. Shirley.
Field Team's recommendation:

Final Report

1. Certification
2. No additional work

Comments: Mica was found and is being moved.
ACTION RECOMMENDED:
Follow Field Team's recommendation.

D. M. Larrabee

C
O
P
Y

June 23, 1954

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Amendments extending completion dates.

Amendments providing additional time for completion have been prepared and sent to the Operators for signature on the following contracts:

DMEA-2914, Idm-E 515
DMEA-3085, Idm-E 635
DMEA-3131, Idm-E 608

The following have been completed:

DMEA-3132, Idm-E 618
DMEA-3154, Idm-E 636

Permission to terminate the following has been requested, but not received. If not terminated, time amendments will be needed:

DMEA-2778, Idm-E 497
DMEA-3177, Idm-E 656

All contracts above are for strategic mica.

Robert A. Laurence
Executive Officer
DMEA Region VII

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

June 22, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region VII

Subject: Final Report, DMEA-3154, Idm-E 636 (mica) Byrd Mine, Mitchell County, N. C.

Enclosed are 4 copies of the field Team final report on the exploration at the Byrd Mine.

We agree with the examiners' recommendation that a certificate of discovery should be issued.

Robert A. Laurence

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

Wm. A. Beck

Wm. A. Beck, for V. J. Lynch
U. S. Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
6-28-54
(date)

Final Field Report

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
By
FIELD TEAM, REGION VII

On

DMEA-3154, BYRD MINE (mica)
Mitchell County, N. C.

By

Kefton H. Teague and Dewey H. Amos, Geologists
U. S. Geological Survey

and

Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
6-28-54
(date)

June 9, 1954

RECEIVED
JUN 24 1954

FINAL REPORT
On
DMEA-3154, BYRD MINE (mica)

Operators: Clingman Ellis and Water Grindstaff, d/b/a Byrd Mica Miners
Spruce Pine, N. C.

The Byrd Mine is located 1.6 airline miles S. 20° E. of Bakersville, Mitchell County, North Carolina.

Work completed under the contract consisted of enlarging an existing 74-foot 4' x 4' shaft to 5' x 7', deepening this shaft an additional 24 feet and driving 65 feet of drift from the 95-foot level. Strategic mica was discovered during the project and the operators are currently mining the deposit; thus a certification of discovery should be issued. No additional exploratory work is warranted.

Work began on December 1, 1953 and was completed April 30, 1954.

An existing 4' x 4' vertical shaft which was 74 feet deep was enlarged to 5' x 7' in cross section. This shaft was then extended an additional 24 feet. A drift was driven 65 feet to the northeast from the 95-foot level of the shaft and 8 feet to the southwest; the latter done at the Operator's expense.

A conformable pegmatite which pinches and swells along the strike and having a maximum thickness of 4 feet was exposed in the laterals. Terminations of the body have been encountered at both ends of the drift. The pegmatite strikes N. 40° - 50° E. and dips 50°-60° SE. It shows no apparent zoning and consists of plagioclase, quartz, perthite and muscovite. Slickensides on both contracts of the country rock, biotite and hornblende gneiss, indicates that the body has been emplaced along a fault.

The mica is ruby, flat, free-splitting and occurs in books up to 8 inches in diameter. The chief defect is cracks. The Operators are currently mining by overhand stoping in the northeast drift 40 to 60 feet from the shaft. To date about $800 worth of trimmed sheet mica has been sold and the Operator estimates he has about this much more as yet untrimmed.

It is estimated that there is about 6000 pounds of "mine-run" mica indicated as reserves above the 95 foot level which would yield about 300 pounds of trimmed sheet mica. There is no indication suggesting any appreciable reserves below the 95-foot level as the pegmatite thins with depth.

Expenditures:

(a)	Total approved	$5,755.00
(b)	Total cost of project	5,695.00
(c)	Government's share of cost	5,125.50
(d)	Government's share unexpended	54.00
(e)	Value of production during oper.	about $1600.00

The project was conducted in an efficient and satisfactory manner. No equipment was purchased under the contract.

Date of report: June 9, 1954.

K. H. Teague and Dewey H. Amos, Geologists
U. S. Geological Survey

Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

INTERIM REPORT

DMEA-3154 Idm-E636 (mica) BYRD MINE

OPERATOR: Byrd Mica Miners, Spruce Pine, North Carolina

LOCATION: On the crest of a steep ridge 1.6 airline miles S 20° E of Bakersville, Mitchell County, N. C.

All work as outlined under the contract has been completed on this project. Drifting and stoping continues at the expense of the operator. Mica production while under contract is incomplete, but the project probably can be recommended for certification.

Work performed consisted of enlarging an existing shaft to a depth of 74 feet, deepening the shaft 24 feet and driving drifts for a total length of 60 feet. Pegmatite was followed to the northeast, which varied considerably in thickness. Mica production was not extensive, but mica produced was of excellent quality. About 350 lbs. of block mica was on hand at the mine when this examination was made, most of which came from extensions of the drift and stoping operations now being carried on by the operator. The operator plans to continue working in the stoped area which extends from 55 to 75 feet in the drift from shaft turnoff.

This work was conducted in an efficient manner and the operators were cooperative at all times with the Examiners.

Mary L. Redmon for
L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague D. H. Amos
K. H. Teague & D. H. Amos, Geologists
U. S. Geological Survey

June 3, 1954

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

Budget Bureau No. 42-R1036.4
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of April 1954 Docket No. DMEA 3154 Contract No. Idm -696
Operator's Name Clingman Ellis and Walter Grindstaff Minerals Mica
Address Route 3, Bakersville, N. C.
Contract Amount, $ 5755.00 Government Participation: 90 % Amount, $ 5179.50

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						
Crosscutting 37' 0035.00Ft.	1295.00	980.00	2275.00			
Drifting						
Enlarging Shaft		2220.00	2220.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
Deepening Shaft		1200.00	1200.00			
(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	1295.00	4400.00	5695.00	1,295.00	4,400.00	5,695.00

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-64

I certify that the above bill is correct and just and that payment therefor has not been received.
Date May 4, 1954 *Payee Clingman Ellis & Walter Grindstaff
Per C. W. Ellis 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:

$ 1,165.50

Signature Conrad Pipes
(Authorized Certifying Officer)

Date MAY 13 1954 Vou. No. 280
(See other side)

5

129.50

(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. Idm E636 in accordance with the terms of the contract.

Signature Kelton H. Teague Title Geologist U5G8 Date MAY 7 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION VII Date MAY 7 1954

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
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of April 1954 Docket No. DMEA 3154 Contract No. Idm-636
Operator's Name Clingman Ellis and Walter Grindstaff Minerals Mica
Address Route 3, Bokersville, 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.	1295.00	37	2275.00	65	35.00	65	35.00
Crosscutting								
Raising								
Shafts Deepening Shaft	Ft.			1200.00	24	50.00	24	50.00
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Enlarging Existing Shaft	Ft.			2220.00	74	30.00	76	30
TOTAL DISTRIBUTED COSTS		1295.00		5695.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		1295.00		5695.00				

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 May 4, 1954 Operator Clingman Ellis and Walter Grindstaff

Per C. W. Ellis Clingman Ellis 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)

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 83-38475

OPERATORS
MONTHLY PROGRESS REPORT
FOR THE
Month of April, 1954

DMRA NO. 3154

Work Accomplished:

We have drifted a total of 37 feet, and have picked up a small vein about two feet thick at the head of our drift. We have gotten about 150 lbs. of small but high grade mica. No particular difficulties have been encountered.

Daily Notes:

April 1 and 2	Drilling, shooting.
April 5 - 7	Mucking, drilling.
April 7 - 9	Continued drilling, mucking.
April 12 - 15	Began to hit some vein material.
April 16 - 19	Continued in same type material.
April 20 - 23	Recovered some small mica.
April 26 - 28	Recovered a total of about 150 lbs. of mica, some of high grade quality.
April 29 - 30	Continued drifting in vein.

COPY

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

Budget Bureau No. 42-R1036.4
Approval expires 6-30-53.

PAID ON VOUCHER & SCHEDULE
PAYMENTS K- 59 257

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of March, 1954 Docket No. DMEA 3154 Contract No. Idm- E 636
Operator's Name Clingman Ellis & Walter Grindstaff Minerals Mica
Address Route 3, Bakersville, N. C.
Contract Amount, $ 5,755.00 Government Participation: 90 % Amount, $ 5,179.50

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						
Crosscutting						
Drifting (28 ft.)	980.00	None	980.00			
Enlarging existing shaft		2220.00	2220.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
Deepening shaft (8ft.)	400.00	800.00	1200.00			
(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	$1380.00	$3020.00	$4400.00	1,380.00	3,020.00	4,400.00

I certify that the above bill is correct and just and that payment therefor has not been received.
Date 4-1-54 *Payee Clingman Ellis & Walter Grindstaff
Per Cling Ellis 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:
$ 1,242.00
Signature Cora A. Pinger
(Authorized Certifying Officer)
Date APR 6 1954 Vou. No. 257
(See other side)

138.00

4

(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. Idm-E636 in accordance with the terms of the contract.

Signature Lawrence E. Shurley Title Mining Engr. U.S.B.M. Date April 5, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature W. A. Beck ACTING Title EXECUTIVE OFFICER DMEA REGION VII Date APR 5 1954

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-R1151.1
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of March 1954 Docket No. DMEA 3154 Contract No. Idm-E 636

Operator's Name Clingman Ellis & Walter Grindstaff Minerals Mica

Address Route 3, Bakersville, 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.	980.00	28	980.00	28	35.00	65	35.00
Crosscutting								
Raising								
Shafts deepening	Ft.	400.00	8	1200.00	24	50.00	24	50.00
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Enlarging existing shaft	Ft.			2220.00	74	30.00	76	30.00
TOTAL DISTRIBUTED COSTS		1380.00		4400.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		$1380.00		$4400.00				

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 4-1-54 Operator Clingman Ellis & Walter Grindstaff

Per Cling Ellis Title Parnter

REMARKS:

→ 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)

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 83-38475

OPERATOR
MONTHLY PROGRESS REPORT
for the
Month of March, 1954

DUMA No. 3154

COPY

Work Accomplished

We continued deepening the shaft advancing 8 feet. We began drifting and have drifted 21 feet.

Daily Notes

March 1 - 5 Worked on the deepening shaft, mucked, timbered and drilled.

March 6 - 9 Continued deepening shaft.

March 10 - 12 Shoved and drilled.

March 15 - 17 Began drifting and did some shooting.

March 18 - 19 Mucked and drilled.

March 22 - 25 Mucked, drilled and did more shooting.

March 26 - 29 Mucked and drilled.

March 30 - 31 Mucked and drilled.

INTERIM REPORT

DMEA-3154 Idm-E636 (mica) BYRD MINE

OPERATOR: Byrd Mica Miners, Spruce Pine, N. C.

LOCATION: On the crest of a steep ridge 1.6 airline miles S 20° E of Bakersville, Mitchell County, N. C.

Drifting is underway on this contract and an advance of 25 feet has been made from northeast to southwest from the shaft bottom. Future work will consist of drifting to the northeast.

Drift work to the southwest shows that the pegmatite is feathering out. Pegmatite exposed in the present face of the northeast drift is 12 to 18 inches thick and shows scattered blocks of small muscovite mica. Emphasis will be placed on drifting in this direction.

It was suggested that a 6 foot test hole be drilled in the hanging wall in the vicinity of the shaft to see if additional pegmatite is present. Powder and cap magazines have been constructed recently and are in use. Several safety recommendations were made during this visit. Progress on this contract is satisfactory.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague

K. H. Teague, Geologist
U. S. Geological Survey

March 25, 1954

Bureau of Mines
Records
22 1954

INTERIM REPORT

DMEA-3154 Idm-E636 (mica) BYRD MINE

OPERATOR: Byrd Mica Miners, Spruce Pine, N. C.

LOCATION: On the crest of a steep ridge 1.6 airline miles S 20° E of Bakersville, Mitchell County, N. C.

Shaft sinking has been completed on this contract. A 5-foot crosscut has been driven from about the 95-foot level which has intercepted the pegmatite. The operator estimates the thickness of the body at this point to be about 12 inches. The bottom was not examined because a shot had just been pulled and all miners were leaving the job. Drifting will begin in the near future.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague D. H. Amos

K. H. Teague & D. H. Amos, Geologists
U. S. Geological Survey

March 11, 1954

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

Budget Bureau No. 42-R1036.4
Approval expires 6-30-53.

MAR 12 1954

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of February 1954 Docket No. DMEA 3154 Contract No. Idm- E 636
Operator's Name Clingman Ellis & Walter Grindstaff Minerals Mica
Address Route 3, Bakersville, N. C.
Contract Amount, $ 5,755.00 Government Participation: 90 % Amount, $ 5,179.50

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						
Crosscutting						
Drifting						
Enlarging existing (14ft.)	420.00	1800.00	2220.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
Deepening Shaft (16 ft.)	800.00	None	800.00			
(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	$1220.00	$1800.00	$3020.00	1,220.00	1,800.00	3,020.00

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-54

I certify that the above bill is correct and just and that payment therefor has not been received.
Date 3-1-54 *Payee Clingman Ellis & Walter Grindstaff
Per Cling Ellis 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:

$ 1,098.00

Signature Cora A. Pipes
(Authorized Certifying Officer)

Date MAR 10 1954 Vou. No. 236
(See other side)

3

122.50

(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. Idm-E636 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.B.M. Date March 3, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION VII Date MAR 5 1954

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-R1151.1
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of Feb. 1954 Docket No. DMEA 3154 Contract No. Idm- E 636
Operator's Name Clingman Ellis & Walter Grindstaff Minerals Mica
Address Route 3, Bakersville, 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								
Crosscutting								
Raising								
~~Shaft~~ Deepening ~~Winze~~ Shaft	Ft.	800.00	16	800.00	16	50.00	24	50.00
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Enlarging existing Shaft	Ft.	420.00	14	2220.00	74	30.00	76	30.00
TOTAL DISTRIBUTED COSTS		1220.00		3020.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		$1220.00		$3020.00				

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 3-1-54 Operator Clingman Ellis & Walter Grindstaff

Per Cling Ellis 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)

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 83-38475

OPERATORS
MONTHLY PROGRESS REPORT
for the
Month of February, 1954

DMFA No. 3154

Work Accomplished

We have continued enlarging existing shaft advancing 14 feet. And we began deepening the shaft and have advanced 16 feet .

Daily Notes

February	1 - 3	Mucked and drilled.
February	4 - 5	Mucked and timbered.
February	8 - 9	Drilled and did some shooting.
February	10 - 12	Mucked, timbered and made ladders.
February	15 - 16	Mucked and drilled.
February	17 - 19	Drilled and did some shooting.
February	22 - 24	Mucked and drilled.
February	25 - 26	Mucked and drilled.

INTERIM REPORT

DMEA-3154 Idm-E636 (mica) BYRD MINE

OPERATOR: Byrd Mica Miners, Spruce Pine, North Carolina.

LOCATION: On the crest of a steep ridge 1.6 airline miles S 20° E of Bakersville, Mitchell County, N. C.

Shaft sinking continues on this contract and is now at 88 feet. The pegmatite is still visible at this depth, but has narrowed or thinned considerably. Due to a slight roll in the body the dip flattened slightly between 78 and 88 feet. No change was noted in the pegmatite material. Sinking will continue with no anticipated change in the original target.

Mr. W. A. Beck, member of the DMEA Field Team, Region VII, accompanied the Field Examiners on this visit to the mine.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague & D. H. Amos, Geologists
U. S. Geological Survey

February 25, 1954

INTERIM REPORT

DMEA-3154 Idm-E636 (mica) BYRD MINE

OPERATOR: Byrd Mica Miners, Spruce Pine, North Carolina

LOCATION: On the crest of a steep ridge 1.6 airline miles S 20° E of Bakersville, Mitchell County, N. C.

The enlargement of the existing shaft has been completed and shaft sinking is underway. Total depth from the surface is from 78 to 82 feet, and could not be measured accurately because of an undetermined amount of muck in the bottom. The pegmatite can be observed at this depth and it strikes N 30° E and dips steeply southeast. Some large blocks of mica were observed in a stoped area which is about 20 feet in height from the present muck floor. Enclosing country rock is a biotite gneiss. Shaft sinking will continue to 100 feet from the surface.

The operator was advised to provide a temporary ladder to the bottom, in case of accident or hoist failure or both. The operator plans to extend separated manway and install ladders as soon as practicable. It was also suggested that both dynamite and cap storage magazines be constructed. Progress on this contract is satisfactory.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague Dewey Amos

K. H. Teague and Dewey Amos,
Geologists, U. S. Geological Survey

February 11, 1954

Form MF-104 (Rev
(April 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.3
Approval expires 6-30-53
Defense Minerals Administration
RECEIVED
FEB 12 1954

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of January, 1954 Docket No. DMEA 3154 Contract No. Idm- E 636
Operator's Name Clingman Ellis & Walter Grindstaff Minerals Mica
Address Route 3, Bakersville, N.C.
Contract Amount, $ 5,755.00 Government Participation: 90% Amount, $ 5,179.50

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						
Crosscutting						
Drifting						
Enlarging existing shaft	1200.00	600.00	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.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$1200.00	$ 600.00	$1800.00	1200.00	600.00	1800.00

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-48

I certify that the above bill is correct and just and that payment therefor has not been received.
Date 2-2-54 *Payee Clingman Ellis & Walter Grindstaff
Per Cling Ellis 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:

$ 1080 00

Signature Cora A. Dixon
(Authorized Certifying Officer)
Date FEB 9 1954 Vou. No. 210
(See other side)

2

(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. Idm-E636 in accordance with the terms of the contract.

Signature Laurence E. Shirley Title Mining Engr. U.S.B.M. Date Feb. 3, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION VII Date FEB 8 1954

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.

U. S. GOVERNMENT PRINTING OFFICE 205675

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.1
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

DEPARTMENT OF THE INTERIOR
Bureau of Mines
RECEIVED
FEB 12 1954

Month of Jan. 1954 Docket No. DMEA 3154 Contract No. Idm- E 636
Operator's Name Clingman Ellis & Walter Grindstaff Minerals Mica
Address Route 3, Bakersville, 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								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Enlarging existing Shaft	Ft.	1200.00	-40	1800.00	60	30.00	76	30.00
TOTAL DISTRIBUTED COSTS		1200.00		1800.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		$1200.00		$1800.00				

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 2-2-54 Operator Clingman Ellis & Walter Grindstaff

Per Cling Ellis 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)

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 83-38475

DEPT. OF THE INTERIOR
Uranium Exploration
RECEIVED
FEB 12 1954

OPERATORS
MONTHLY PROGRESS REPORT
for the
Month of January ,1954

DMEA No. 3154

Work Accomplished

We built a tool house and have continued enlarging existing shaft advancing 40 feet for the month of January.

Daily Notes

January	4 - 6	Dug off the banks and timbered.
January	7 - 8	Built tool house and drilled.
January	11 - 12	Mucked and timbered.
January	13 - 15	Drilled and did some shooting.
January	18 - 19	Continued widen shaft.
January	20 - 22	Mucked and drilled.
January	25 - 26	Timbered and made ladders.
Jenary	27 - 29	Mucked and drilled.

RECEIVED
FEB 10 1954

INTERIM REPORT

DMEA-3154 Idm-E636 (mica) BYRD MINE

OPERATOR: Byrd Mica Miners, Spruce Pine, North Carolina.

LOCATION: On the crest of a steep ridge 1.6 airline miles S 20° E of Bakersville, Mitchell County, N. C.

The enlarging and timbering of this shaft continues and is now at 56 feet. Cribbing extends to about 52 feet and a separated partition is only partially completed. No ladders have been hung nor landings installed to date. Construction of ladders was underway during this inspection. This phase of the contract is anticipated being complete in the near future and the sinking of the shaft for an additional 24 feet will begin. Progress on this contract is satisfactory.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague

K. H. Teague and Dewey Amos,
Geologists, U. S. Geological Survey

January 28, 1954

INTERIM REPORT

DMEA-3154 Idm-E636 (mica) BYRD MINE

OPERATOR: Byrd Mica Miners, Spruce Pine, North Carolina.

LOCATION: On the crest of a steep ridge 1.6 airline miles S 20° E of Bakersville, Mitchell County, N. C.

The enlarging of this shaft is under way and is now at 36 feet. Cribbing extends to near bottom and one section of partition has been installed. Equipment on the job consists of an old gasoline powered hoist, 105 c.f.m. Gardner-Denver Air Compressor with drilling attachments and the necessary sinking tools. A straight leg and boom pole has been erected as a hoisting frame.

Several safety factors concerning boom pole support, cable clamps and timbering were discussed with the operators. Progress on this contract is satisfactory.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague

K. H. Teague, Geologist
U. S. Geological Survey

January 14, 1954

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

Mr. Anderson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.4
Approval expires 6-30-53.

PAID ON VOUCHER & SCHEDULE
MENTS K- 71

189

OPERATOR'S MONTHLY REPORT AND VOUCHER

Defense Minerals Administration
RECEIVED
JAN 20 1954

Month of December, 1953 Docket No. DMEA 3154 Contract No. Idm- E 636
Operator's Name Clingman Ellis and Walter Grindstaff Minerals Mica
Address Spruce Pine, N. C.
Contract Amount, $ 5,755.00 Government Participation: 90% Amount, $ 5,179.50

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						
Crosscutting						
Drifting						
Enlarging existing shaft	600.00	None	600.00			
(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.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$600.00		$ 600.00	600.00		600.00

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

Date 1-5-54 *Payee Clingman Ellis and Walter Grindstaff

Per Cling W. Ellis 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:

$ 540 00

Signature Cora A. Pipes
(Authorized Certifying Officer)

Date JAN 15 1954 Vou. No. 189
(See other side)

1 S-12/1/53

(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. Idm-E636 in accordance with the terms of the contract.

Signature Laurence E. Shirley Title Mining Engr. U.S.B.M. Date Jan. 9, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lemmon Title EXECUTIVE OFFICER DMEA REGION VII Date JAN 13 1954

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-R1151.1
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Department of the Interior
Defense Minerals Administration
RECEIVED
JAN 20 1954

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of Dec. 195 3 Docket No. DMEA 3154 Contract No. Idm- E 636
Operator's Name Clingman Ellis and Walter Grindstaff 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								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Enlarging existing shaft	Ft.	600.00	20	600.00	20	30.00	76	30.00
TOTAL DISTRIBUTED COSTS		600.00		600.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		$600.00		$600.00				

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 1-5-54 Operator Clingman Ellis & Walter Grindstaff

Per Cling W. Ellis Title Partner

REMARKS:

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)

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 83-38475

DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
JAN 20 1954

OPERATORS
MONTHLY PROGRESS REPORT
for the
Month of December, 1953

DMEA No. 3154

Work Accomplished

Built road and moved in and set up hoist and machinery. Began enlarging existing shaft, and have advanced 20 feet for this month.

Daily Notes

December	1 - 4	Built road and moved in.
December	7 - 9	Set up hoist and machinery.
December	10 - 14	Mucked and drilled.
December	16 - 18	Mucked, drilled and did some shooting.
December	21 - 22	Mucked and drilled.
December	28 - 29	Mucked, drilled and did more shooting.
December	30 - 31	Mucked and drilled.

INTERIM REPORT

DMEA-3154 Idm-E636 (mica) BYRD MINE

OPERATOR: Byrd Mica Miners, Spruce Pine, North Carolina.

LOCATION: On the crest of a steep ridge 1.6 airline miles S 20° E of Bakersville, Mitchell County, North Carolina.

Construction of an access road to this mine is underway, but shaft work has not begun to date. Contact with the operators disclosed that weather permitting, this work would begin during the coming week.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

December 14, 1953

Ce
11-27

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

DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION
RECEIVED
NOV 27 1953

November 25, 1953

Memorandum

To: Chairman, Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region 7

Subject: Signed Contracts.

Transmitted are three signed copies each of the following:

DMEA-3154, Idm-E 636, Byrd Mica Miners

DMEA-3085, Idm-E 635, C.R. Phillips, Henry Grindstaff and Fred Boyd, partners.

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

Robert A. Laurence

Robert A. Laurence

Z.

FILE COPY
SURNAME:

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

NOV 3 1953

Anderson
Houk
Talbot
Selfridge
Johnson

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

Subject: Docket No. DMEA-3154 - Mica
Byrd Mica Miners
Byrd Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

Please find herewith the original and five copies of a contract covering the subject exploration project which have been signed by the Government with register number and effective date as shown.

If the contract meets with your approval present it to the Operator for approval and signature. Please explain to the Operator that the contract, when executed, is a firm commitment under the terms of which it is obligated to complete the work outlined at the agreed unit cost. If any part of this contract does not have either your approval or that of the Operator and cannot be amended within your delegated authority, then the original and all copies of the contract are to be returned to this office, together with the proposed changes for consideration.

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

Copies of memoranda from the Geological Survey and the Bureau of Mines are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges
Member, Bureau of Mines

A. R. Kinkel, Jr.
Member, Geological Survey

Enclosures 10

WCAnderson:gad 10/29/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 29 1953

October 29, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Acting Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3154, Mica

Applicant: Clingman Ellis and Walter Grindstaff
Property: Byrd Mine, Mitchell County, North Carolina
Date of Field Team Report: September 29, 1953
Field Team's Recommendation:

1. Exploration by a crosscut for 135 feet and drift 65 feet.
2. Total estimated costs - $7,000

Comments:

1. By driving the 135-foot crosscut at an estimated cost of $4,725, only 24 additional feet of backs would be developed, compared with the existing 76-foot shaft.
2. Field team presents no cost data on the alternative method of rehabilitating the existing shaft.

Recommendation:

Suggest the application be referred to the field team with the request that they supply cost estimates on dewatering and enlarging the existing shaft.

Donald R. Irving

Donald R. Irving

Mr. Anderson

MF-500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 10/21/53

REFERRED TO:

1. Code 600
2.
3.
4.

FOR:

..... 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: 7 stays
sheet first

Check (X) before the items needing attention.

ROBERT E. ADAMS

Initials of sender.

GPO 16—63815-1

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXECUTIVE OFFICE
DMEA REGION VII
Knoxville, Tenn.

October 15, 1953

11/2/53

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, D M E A - Region 7

Subject: Docket No. DMEA-3154 (mica) Applicants: Clingman Ellis & Walter Grindstaff, Mitchell County, N. C. Byrd Mine.

Reference is made to your recent letter regarding cost of rehabilitation of existing 76-foot shaft at subject mine.

This 76-foot shaft is 4' x 4' in cross section, which will require trimming on two sides. The shaft is timbered for about 15 feet and the remainder is in hard rock, thus trimming will involve drilling and shooting. In a parallel case, Allman Cove Mine DMEA-2917, Idm-E 561, a 4' x 4' shaft was trimmed at an allowable contract cost of $30 per foot. According to Roy H. Fouts, Operator on this contract, this figure was very close to the actual cost of trimming. Therefore, using the above figure as a guide, estimated cost for the reconditioning of the existing shaft at the Byrd Mine are as follows:

Trim to 5' x 7' and install ladders in existing 4' x 4' shaft 76 feet @ $30/ft.....	$2,280.00
24 feet of new 5' x 7' shaft @ $50/ft.....	1,200.00
Estimated Total to recondition and sink shaft to 100 ft. level	$3,480.00

Even though the cost of the crosscutting adit will be greater than the cost of using the shaft, the Field Team is of the opinion that the greater cost for the adit is justified in that it will provide superior working conditions and be safer.

W. A. Beck
Acting Executive Officer, DMEA
Field Team, Region 7

Benjamin Gildersleeve
Benjamin Gildersleeve, Geologist
U. S. Geological Survey

IN REPLY REFER TO:
G-MD-CNM

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 6 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

October 6, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3154 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: Donald A. Brobst, U. S. Geological Survey
Applicant: Clingman Ellis and Walter Grindstaff, Spruce Pine, North Carolina.
Name of property: Byrd Mine.
Location of property: 1.6 mi. S. 20° E. of Bakersville, Mitchell County, North Carolina.
Date of field team report: September 29, 1953.
Authorship of field team report: K. H. Teague, USGS, R. A. Laurence, USGS, L. E. Shirley, USBM.
Field team's recommendation:

Explore the pegmatite by reconditioning a 76' shaft or by a 135 ft. adit and drifts. The adit-drift proposal is favored by the field team.

135 ft. (est.) 5'x7' adit at $35/ft.	$4,725.00
65 ft. (est.) 5'x7' drift at $35/ft.	2,275.00
Estimated total cost	$7,000.00

Estimated time required: 6 months

Comments:

1. The field team found evidence to suggest that this mine may be a producer of good strategic ruby mica and that commercial potash feldspar may be a valuable by-product in the southwest part of the mine.

2. The exploration proposal involving the adit and drifts appears to present possibilities for learning more about the property than does that involving the rehabilitation of the old shaft.

ACTION SUGGESTED:

Follow field team's recommendation: explore the property with the adit and drifts.

Donald A. Brobst

Donald A. Brobst

Mr. Anderson

500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 10/5/53

REFERRED TO:

1. Code 600
2.
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FOR:

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

REMARKS: Write FT. for costs on Rehabilitation 76 foot draft

Check (X) before the items needing attention.

ROBERT E. ADAMS

Initials of sender.

GPO 16—63815-1

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT - 2 1953

September 30, 1953

Memorandum

To: Chairman, Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region 7

Subject: DMEA Field Team Examination Reports

Transmitted herewith are two field examination reports, four copies of each, with six extra copies of the maps. The Field Team is in agreement with the recommendations set forth in the reports.

Wm. A. Beck, Acting Executive Officer
DMEA Field Team, Region 7

Benjamin Gildersleeve, Geologist
U. S. Geological Survey

2

Reviewed by
DMEA OPERATING COMMITTEE
10-9-53
(date)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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OCT - 2 1953

ON-SITE Report

BCL 10/12/53

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

ON

DMEA-3154, BYRD MINE (mica)
Mitchell County, N. C.

BY

R. A. Laurence, Regional Geologist
U.S. Geological Survey

Kefton H. Teague, Geologist
U. S. Geological Survey

Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

September 29, 1953

Reviewed by
DMEA OPERATING COMMITTEE

10-9-53
(date)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT - 2 1953

FIELD EXAMINATION REPORT
ON
DMEA Docket No. 3154, BYRD MINE (mica)
Applicants: Clingman Ellis and Walter Grindstaff, Spruce Pine, N. C.
c/o Clingman Ellis.

This deposit appears to have merit for exploration. Previous workings have not been extensive, but exposures available for inspection appear to have possibilities.

The mine was examined on September 24, 1953. Messrs. Clingman Ellis, Walter Grindstaff, and S. L. Phillips accompanied the examiners on the inspection which required two hours.

The Byrd Mine is near the crest of a steep ridge 1.6 airline miles S. 20° E. of Bakersville, Mitchell County, North Carolina. Access to the mine is generally good.

Both applicants have had long experience in mica mining and appear competent to conduct the proposed project.

The applicants hold the property by lease. Area covered by the lease is adequate for the proposed work.

There are no surface facilities on the property and none are need for the project. The past history of the deposit is unknown. It is supposed to have produced mica during World War II, but the only Byrd Mine shown in Colonial Mica Corporation's records is the Jeff Byrd Mine. This mine is on the George Byrd property, thus the two mines are probably not the same.

Existing openings and the known extent of the underground workings are shown on the attached sketch map. The 75-foot drift at the northeastern end was made within the past few years, and it is reported a sale was made from this place within the past year to the Spruce Pine mica Depot. The 76-foot shaft is open and reports are that there are no laterals from it. The depth and extent of workings from the southwest shaft are unknown. It is filled, but the size of the dump suggests that considerable lateral work was conducted from it. The pegmatite has been explored for 175 feet along the strike by the above openings.

Where exposed in the northeast drift, the pegmatite trends N. 47° E., dipping conformably with the mica schist wall rock from 60 to 70° SE. It ranges from 6 inches to 4 feet in thickness, changing abruptly in thickness along both strike and dip. Horizontal faults, with as much as two feet displacement, were noted in the drift. This movement probably was caused by slumpage during weathering. To the southwest the pegmatite appears to thicken, although exposures are too poor to ascertain with certainty.

The dumps are composed of block microcline, perthite, plagioclase, smokey quartz, and mica. From the exposures in the drift it appears that the major concentration of mica is along both contacts and in the more quartzose portions of the pegmatite. The microcline feldspar seems to occur in the core zone.

The mica is hard, clear, ruby colored, and splits well. Some of it exhibits a slight waveness, and in those areas adjacent to zones of movement, ruled and cracked books are common. It appears that books of mica up to 6-8 inches across are about as large as will be found.

In evaluating this deposit, both the mica and feldspar should be considered. At the northeast end, the pegmatite is too thin to produce much block spar, but to the southwest it appears to thicken and may contain commercial block microcline as well as strategic mica.

The examiners are of the opinion that exploration on this deposit is justified.

Two approaches for exploration are possible - one to recondition the existing 76-foot shaft and conduct lateral work from it. The other approach involves driving a crosscut from the hanging wall side to intersect the pegmatite. The 76-foot shaft is 4' x 4' in cross section, thus to use it would involve trimming and installation of ladders. Also it contains 11 feet of water.

In order to cut the pegmatite at the 100-foot level in the vicinity of the 76-foot shaft by a crosscut, an adit about 135 feet long would be required. The cost of the two approaches would be about the same, but the adit would provide much superior working conditions, require less equipment and labor and probably could be accomplished quicker. Furthermore it would explore the possibility of parallel pegmatites in the hanging wall zone. The examiners believe that the crosscutting adit is the better method of approach and recommend it.

After the pegmatite has been cut by the adit, the examiners recommend that 65 feet of drift be driven on the pegmatite.

Estimated Cost:

135ft. (est.) 5' x 7' crosscut, @ $35.00/ft.	$4,725.00 ÷ 76 = 62.17
65 ft. (est) 5' x 7' drift @ $35.00/ft.	2,275.00
Estimated Total Cost.....	$7,000.00

Estimated time required - 6 months

Necessary tool house, magazines, etc., will be constructed by the operator at his own expense if required.

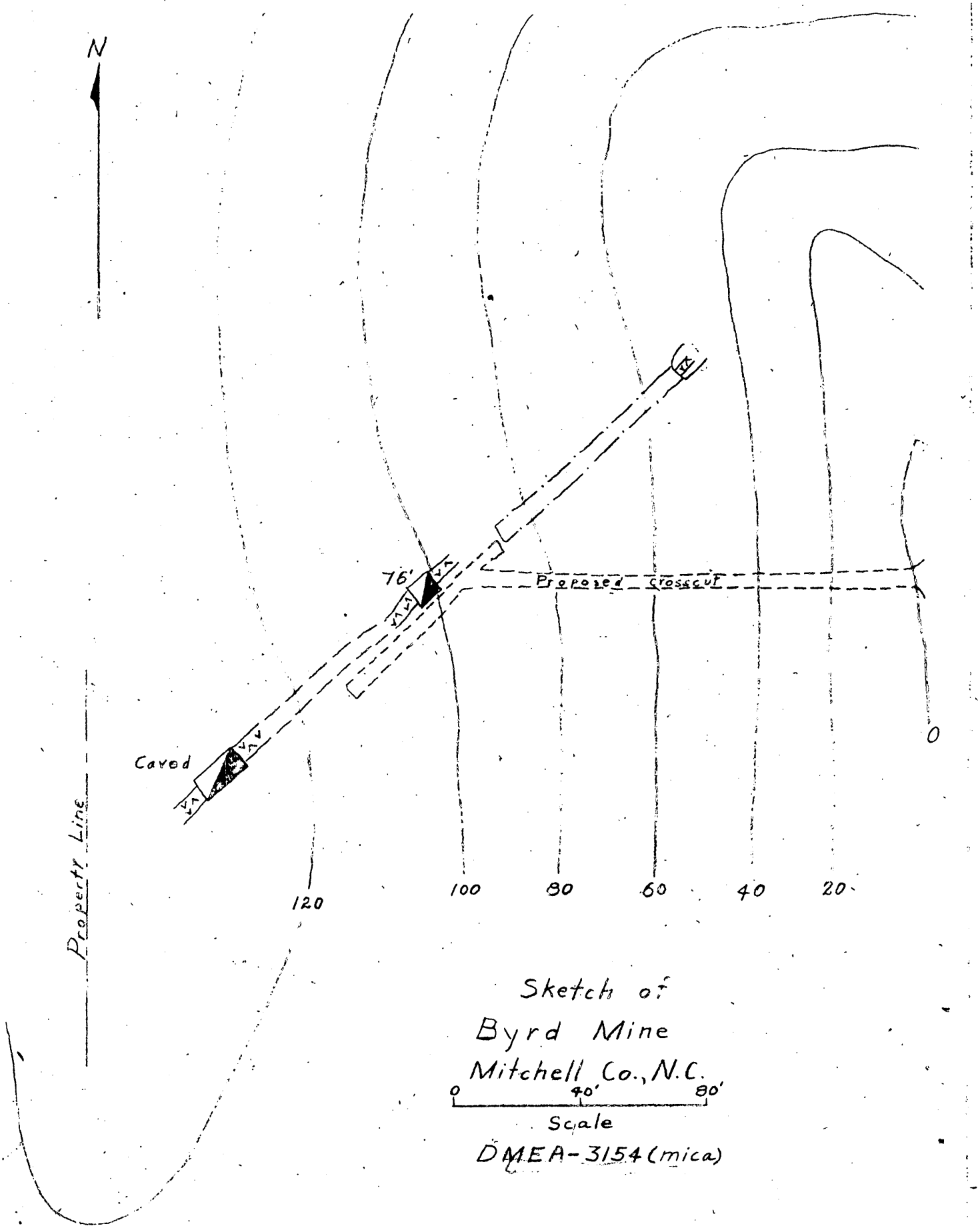
Sept. 29, 1953.

K. H. Teague, Geologist, USGS

R. A. Laurence, Regional Geologist, USGS

L. E. Shirley, Mining Engineer, USBM

zm



Sketch of
Byrd Mine
Mitchell Co., N.C.

0 40' 80'
Scale

DMEA-3154 (mica)

FILE COPY
SURNAME:

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

600

Anderson
Houk
Selfridge
Hammond
Matteucci

OCT 13 1953

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

Subject: Docket No. DMEA-3154 - Mica
Chapman Ellis and Walter Grindstaff
Byrd Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

Reference is made to Field Team's Report of Examination dated September 29, 1953, of the subject applicants' mine.

The examiners outlined two possible approaches for exploration. One involved rehabilitation of 76 feet of old shaft and the other driving about 135 feet of adit to intersect the pegmatite in the vicinity of the old shaft. Costs were given for the latter method, but not for rehabilitation of the old shaft, which is necessary to have when evaluating the two methods.

Therefore, please have the field team make and submit to this office an estimate of costs on rehabilitating 76 feet of old shaft located on the subject property.

Sincerely yours,

George C. Selfridge (GCS)

Chairman, Operating Committee

Approved:

J. H. Hedges (GCS)
Member, Bureau of Mines

T. P. Thayer (GCS)
Member, Geological Survey

WCAnderson:gad 10/12/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.G. 10-19-53

Mr. Anderson

DMEA 3154

GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Bureau Mines Administration
RECEIVED
OCT - 1 1953

Spruce Pine, North Carolina

August 20, 1953

Mr. S. L. Phillips
Spruce Pine, North Carolina

Dear Mr. Phillips:

We are pleased to advise that the sample of mica from the Byrd Mine you presented for our evaluation is of the ruby variety and if properly prepared, will be acceptable on the government's mica purchasing program.

Yours very truly,

W. S. Flynt, Superintendent
Spruce Pine Mica Depot

FILE COPY
SURNAME:

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

600

SEP 11 1953

Anderson
Houk
Hedges
Kimball
Selbrede
Jethundal

Mr. Clingman W. Ellis

Spruce Pine, North Carolina

Re: Docket No. DMEA-3154 - Mica
Clingman Ellis and Walter Grindstaff
Byrd Mine
Mitchell County, North Carolina

Dear Mr. Ellis:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for a field examination.

The Regional Office will contact you at an early date in regard to the examination of your property. Any assistance that you can give the members of the field team during the examination will be appreciated.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

WCAnderson:gad 9/9/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

9-11-53

FILE COPY
SURNAME:

Anderson
Houk
Selfridge
Johnson

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

600 SEP 11 1953

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

Subject: Docket No. DMEA-3154 - Mica
Clingman Ellis and Walter Grindstaff
Byrd Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

Please review the subject application and arrange for a field examination if you deem it advisable.

Copies of memoranda from the Geological Survey and the Bureau of Mines are enclosed for your information.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges
Member, Bureau of Mines

A. R. Kinkel, Jr.
Member, Geological Survey

Enclosures 4

WCAnderson:gad 9/9/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

9-11-53

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

September 2, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3154, Mica, Byrd Mine, Byrd Mica Miners
Mitchell County, North Carolina

Bureau of Mines records show an average sale of $232.99 of mica from May to September 1944 and 55.13 pounds of full trimmed mica valued at $441.04 in 1945 to Colonial Mica from the Byrd (Jeff Byrd) Mine. It is recommended the field team visit this mine when a member of the field team is in that vicinity to ascertain if an exploration program is justified.

W. F. Dietrich

W. F. Dietrich

Ellis Dannenberg

IN REPLY REFER TO:
G-MD-CNM

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 2 - 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

September 1, 1953

Memorandum

REVIEW OF APPLICATION DMEA-3154 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: Clingman Ellis and Walter Grindstaff, Spruce Pine, North Carolina.
Name of property: Byrd mine.
Location of property: None given except "near Bakersville."
Summary of applicant's proposal:
200' tunnel
125' drifts
$11,375
Sources of information on applicant's property: None.
Comments: Request Field Team to carefully evaluate proposal.
RECOMMENDATION: Refer to Field Team.

D. M. Larrabee

D. M. Larrabee

Mr. Clingman W. Ellis
Spruce Pine
North Carolina

September 1, 1953
Subject: DMEA-3154
Re: Exploration Assistance
Byrd Mine

Dear Mr. Clingman W. Ellis,

The receipt of your application dated August 26, 1953, for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3154 and referred to the Non-Metallic Minerals Division.

Kindly refer to DMEA-3154 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Operation's Control
and Statistics Division

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

August 31, 1953

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number 3154

There is listed below the assigned docket number to an application recently received from Region VII.

DMEA - 3154 - Ellis, Clingman W. & Walter Grindstaff

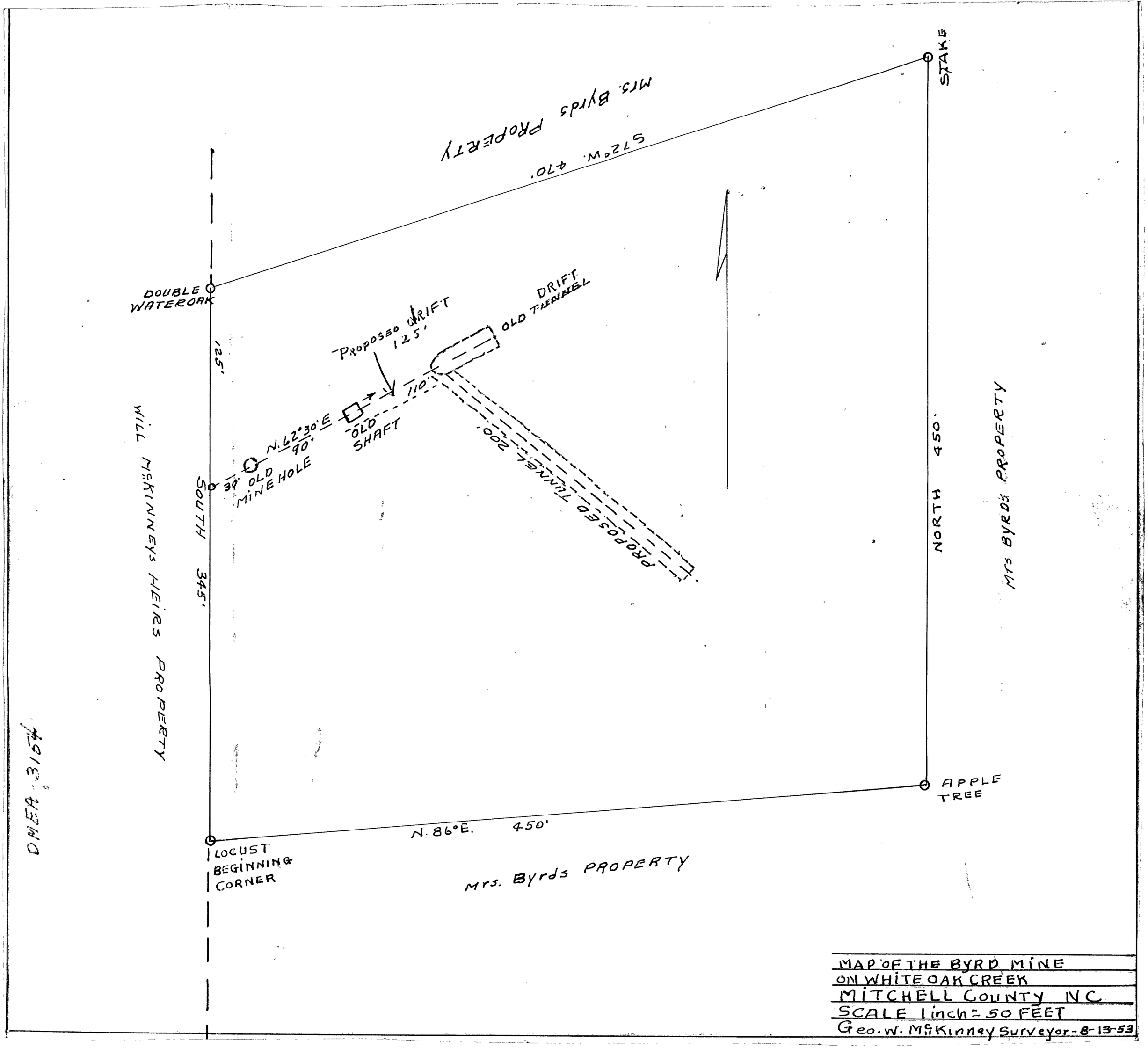
ROBERT E. ADAMS

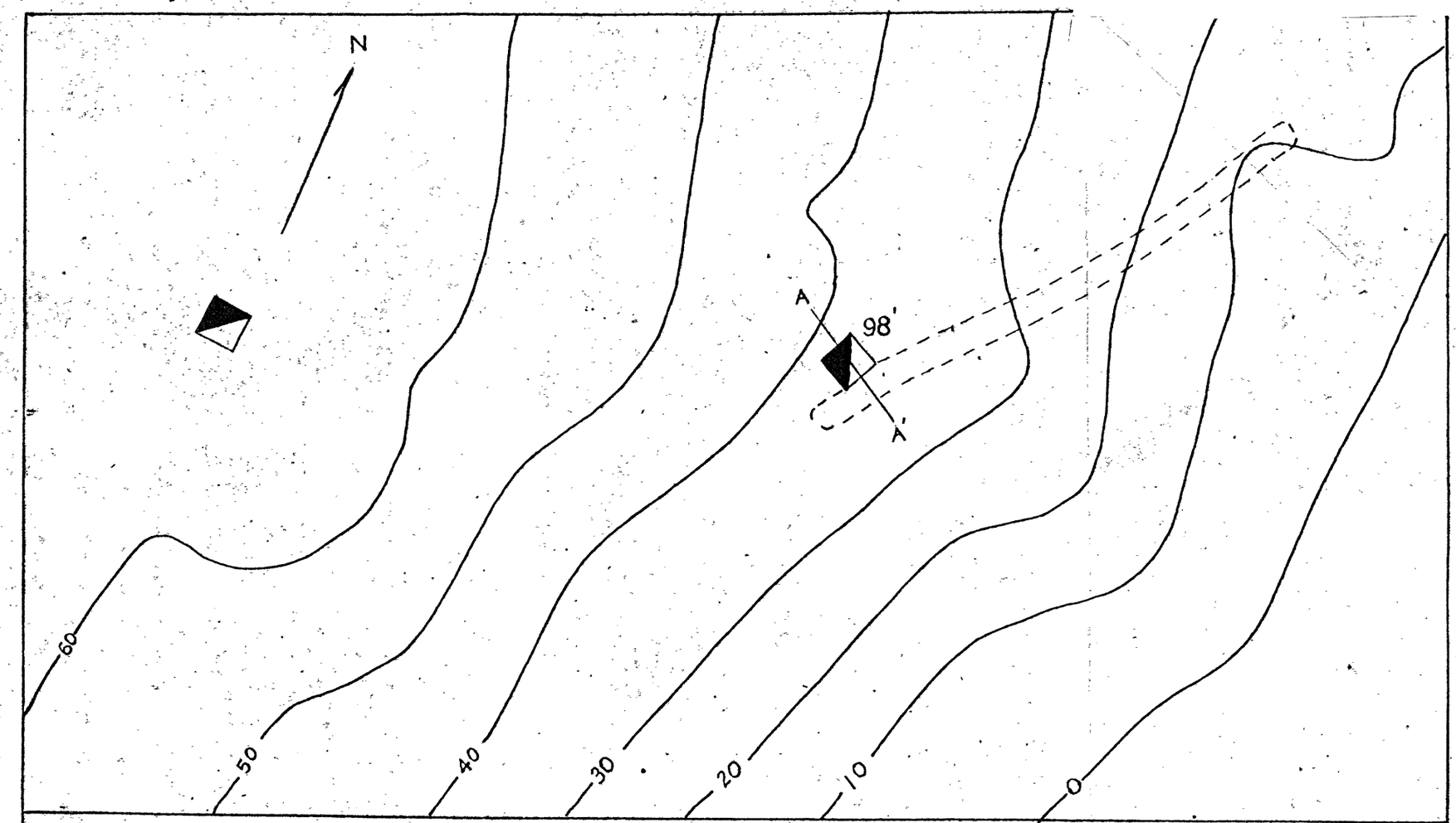
Robert E. Adams
Chief, Operation's Control
and Statistics Division

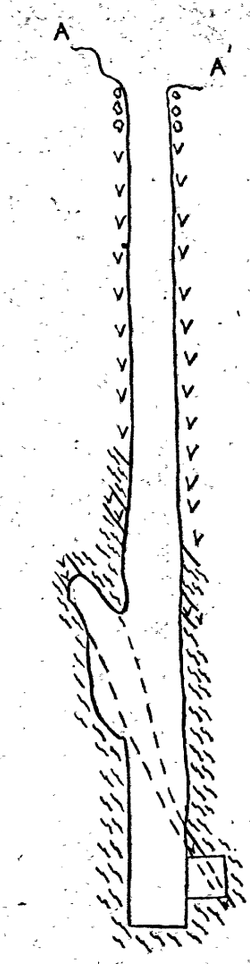
1953

Mr. George C. Selfridge, Chairman
Operating Committee
Defense Minerals Exploration Administration
Department of the Interior
Washington 25, D. C.

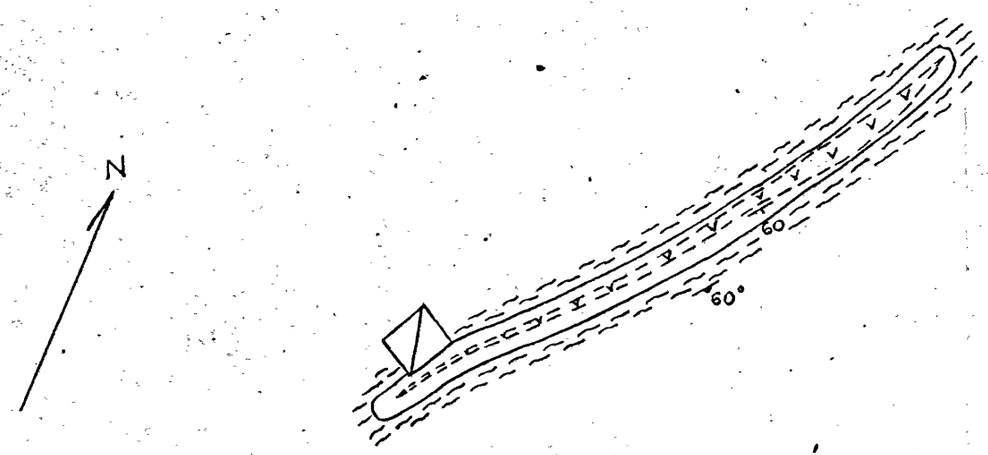
VIA AIR MAIL


STAKE
S72°W. 470'
Mrs. Byrds PROPERTY
DOUBLE WATERORK
125'
PROPOSED DRIFT
125'
OLD DRIFT
OLD TUNNEL
110'
N.62°30'E
90'
OLD SHAFT
30' OLD MINE HOLE
PROPOSED TUNNEL 200'
SOUTH 345'
NORTH 450'
Mrs. Byrds PROPERTY
Will McKINNEYS HEIRS PROPERTY
DMEA - 3154
APPLE TREE
N. 86°E. 450'
LOCUST BEGINNING CORNER
Mrs. Byrds PROPERTY
MAP OF THE BYRD MINE
ON WHITE OAK CREEK
MITCHELL COUNTY NC
SCALE 1inch = 50 FEET
Geo. W. McKinney Surveyor - 8-13-53





SECTION A-A'



PLAN OF 95' LEVEL

0 20' 40'
SCALE

SKETCH OF
BYRD MINE
MITCHELL CO., N.C.

DMEA-3154