DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. DMEA-3177

DO NOT DETACH THIS SLIP

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This document has been recorded as

Exploration Assistance

Any action taken to change the type of request for assistance must be promptly reported to the Reports and Records Branch. Use DMA Form 2 for submitting these reports.

1 cy Retained in ~~Reg. 1 cy~~ to USBM & USGS 1cy Docket

Routing Slip

To:	Code600 Rm 4637	Date	
To:	Anderson	Date	9/30/53
To:	Open Comm	Date	10-5-53
To:	Code 600	Date	10/6/53
To:	600	Date	11-090
To:	Code 600	Date	12/17/53
To:	Open Comm	Date	1-18-53
To:	Open Comm	Date	12-22-54
To:		Date	
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DO NOT DETACH

CONTROLLED DOCUMENT

Docket Copy

TERMINATION AGREEMENT

It is agreed this 21st day of June, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Al J. Goodman, operating as The Goodmica Mining Company, hereinafter called the "Operator," parties to that certain Exploration Project Contract Idm-E656, Docket No. DMEA-3177, dated January 19, 1954, hereinafter called the "Contract," that:

1. Effective May 17, 1954, the Contract and all other obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

2. The Government shall contribute only to the fixed unit costs of work performed prior to May 17, 1954.

3. Any work or operations prosecuted or costs incurred by the Operator beginning with May 17, 1954, shall be for the sole account of the Operator without contribution by the Government.

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

5. All rights of the Government provided for in the Contract with respect to a certification of discovery or development and a percentage royalty and lien for its payment are preserved.

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

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

THE UNITED STATES OF AMERICA

By [signature]
Administrator, Defense Minerals Exploration Administration

THE GOODMICA MINING COMPANY

By [signature]

Robin
Hoffhand
Hoyt Talbert

MF-200 (A)
(February 1952)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
1954

DOCKET NO. DMEA 3177

COMMODITY Mica

IDM - E - 656

Docket Copy

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

EXPLORATION PROJECT CONTRACT[1]
(Short Form)

IT IS AGREED this 19 day of january, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Al L. Goodman, operating as The Goodman Mining Company
P. O. Box 263
Asheville, North Carolina

hereinafter called the "Operator," as follows: and as set forth in Annexes I and II attached hereto and made a part hereof:

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 Jackson, described as follows:[3] set forth in Annex I,

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]~~ of a one-half interest in the mineral rights; that the mineral rights are not subject to any encumbrances; and the owner's consent to lien is attached for a one-half interest in the mineral rights.

(*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 Twelve (6) months 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 90 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 $6,727.50, which is 90 percent of $7,475.00 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. See Annex II, 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

THE GOODRICH MINING COMPANY
(Operator)

By _____

By _____
Administrator, Defense
Minerals Exploration
Administration

Butler
Hoffman
Hart
Chamberlin

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
THE GOODMICA MINING COMPANY
DOCKET NO. DMEA-3177

ANNEX I

The land referred to in Article 2 of the contract form is known as the Murray Mountain Mine. The mineral rights in this land are owned by Clara L. Goodman and her husband, Al J. Goodman. The property is located on the southeast slope of Murray Mountain about one-half mile southwest of Savannah Creek and U. S. Highway No. 23. It is 6.8 airline miles S. 23° W. of Dillsboro, Jackson County, North Carolina, and is described as follows:

FIRST TRACT: BEGINNING on a rock on a ridge and runs thence S. 74½ West 16 poles to a stake; thence N. 70½ West 30 poles to a rock; thence North 39 West 50 poles to a stake in boundary line; thence South 48 East with top of ridge 8 poles to a stake; thence North 25 East 24 poles to a forked chestnut, N. P. Jones corner; thence South 45 East 12 poles to a chestnut; thence in Easterly direction 3 poles to a spanish oak on top of ridge; thence South 43 East with top of ridge 43 poles to a stake; thence South 3 East 23 poles to BEGINNING, containing 23 acres more or less.

SECOND TRACT: BEGINNING on a stake on the west side of road that leads to home of Bryant Browning and runs thence with the rock wall to a hickory on the side of the branch; thence with the line of J. C. Browning in Westerly direction to a maple corner in Etta Browning line; thence with Etta Browning line to a stake on West side of road; thence down the road as it meanders to BEGINNING, containing 1 acre more or less.

EXPLORATION PROJECT CONTRACT
THE GOODMICA MINING COMPANY
DOCKET NO. DMEA-3177

ANNEX II

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 amounts realized from the sale or other disposition of any such production (including any bonuses, premiums, allowances, or other benefits), in whatever form disposed of, including ore, concentrates, or metal, as follows:

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

(b) One and one-half ($1\frac{1}{2}$) percent of any such net amounts, plus one-half ($\frac{1}{2}$) 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 ($1\frac{1}{2}$) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half ($3\frac{1}{2}$) percent.)

c. Definitions.--As here used, "net smelter returns", "net concentrator returns", and "other 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
THE GOODMICA MINING COMPANY
DOCKET NO. DMEA-3177

EXHIBIT "A"

Description of the Work

Exploration for concentrations of strategic mica shall be accomplished in the area indicated on the attached map entitled "Sketch of Murray Mountain Mine, Jackson Co., N. C., DMEA-3177 (mica)," by the work described below:

1. Construct: a tool house, 10 feet by 15 feet; a powder magazine; and an exploder magazine.

2. Recondition not to exceed 100 feet of existing adit, including trimming to not less than 5 feet by 7 feet in cross section. The adit shall be timbered where necessary, and track installed therein.

3. From the face of the reconditioned adit, drift and/or crosscut 150 feet, 5 feet by 7 feet in cross section.

The location, direction, and extent of all work is subject to the approval of the Government.

Agreed Unit Costs

Reconditioning of adit and installation of track, 100 feet @ $20.00/ft.		$2,000.00	
Construction of:	Toolhouse 1/	150.00	
	Powder magazine 1/	50.00	
	Exploder magazine 1/	25.00	
Drift and/or crosscut 150 feet @ $35.00/ft.		5,250.00	
Agreed Estimated Total Cost			$7,475.00
Government Participation @ 90%			$6,727.50

1/ The completed work constitutes the unit.

MF 203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 1954

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

In a Deed, Dated September 9th., 1953 and recorded in Book 203 Page 211 Official Records of said county.

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/ The Goodrich Mining Co.

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 4th., day of January, 1954.

Clare L. Goodman [Seal]

[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/ Royalty 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 ($1\frac{1}{2}$) 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.

Interior--Duplicating Section, Washington, D. C.

Docket file

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

Memorandum

To: Contract Administration & Audit Division

From: Chief, Nonmetallics Division

Subject: Closed DMEA Files

The files on the contracts listed below were considered closed by this office as of December 31, 1958. No closing letter was written in these cases nor will any be written, however, the Government no longer has the right to certify and there is to the best of our knowledge no outstanding claim for royalty.

Docket No.	Contract No.
3177	656
~~4646~~	~~1086~~

L. G. Houk

Approved:

Acting Director

WNChamberlain:gjb 1/20/59
Copy to: Mail & Files
Docket
Mr. Talbert
DRF
Chron.

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

Project Summary Report

By: Walter C. Anderson July 26, 1954

1. Docket No. DMEA-3177 - Mica
Contract No. Idm-E656
Murray Mountain Mine
Jackson County, North Carolina

Operator: Al J. Goodman, doing business as
The Goodmica Mining Company
P. O. Box 263
Asheville, North Carolina

Operator's Property Rights: Owner of 1/2 interest in mineral rights.
Owner's Consent to Lien dated January 4, 1954.

2. Contract - dated January 19, 1954.

Work authorized:	
Recondition adit and install track - 100 feet @ $20.00/ft.	$2,000.00
Construct toolhouse, powder and exploder magazines	225.00
150 feet of drift and/or crosscut @ $35.00/ft.	5,250.00
Total estimated cost	$7,475.00
Government participation @ 90%	$6,727.50

Amendments - none

Work completed:

Construction - toolhouse, powder & exploder magazines	$ 225.00
Reconditioning adit & installation track - 95 ft. @ $20.00/ft.	1,900.00
91½ ft. of drift and/or crosscut @ $35.00/ft.	3,202.50
Total accepted cost	$5,327.50
Government participation @ 90%	$4,794.75

Work began on January 26, 1954, and terminated by mutual agreement on May 17, 1954, when pegmatite ended along strike 62.75 pounds of trimmed mica was recovered and sold during project @ $13.05/lb. or $821.91.

Field Team Final Report received June 30, 1954.
Operator's Final Report received June 30, 1954.

3. Audit - Certificate issued June 9, 1954 (No exceptions)

Accepted cost	$5,327.50
Government participation	$4,794.75

4. Certification of Discovery - none issued.

5. Comments:

How conducted - Good cooperation between the Government and the Operator, who carried out only that part of the authorized work that was necessary to prove the target.

Operation - Good.

Engineering - Reporting by Operator was acceptable.

Geological premise - The premise that a mica-rich pegmatite in the adjacent property would continue in the unexplored area of this project did not materialize, as it ended abruptly.

Geological criteria upon which work was based:

1. Irregular shaped weathered pegmatites in biotite gneiss up to 8 feet thick.
2. Quartz cores one foot thick.
3. Mica books up to 12 inches in diameter.

Criteria developed during project:

1. Discontinuous conformable pegmatite between mica schist and biotite gneiss 0-5 feet thick.
2. Discontinuous quartz core up to 2½ feet thick.
3. Series of discontinuous pods and stringers.
4. Limited occurrence of strategic mica.

Future possibilities: Because of a shallow back over the adit, a mining operation would be very limited.

Recommendations:

The Nonmetallic Minerals Division concurs with the Field Team that a certification should not be issued but recommends that Government's right to certify should be protected and defer closing letter to Operator until six months after receipt of Operator's final report has elapsed.

Geological Survey concurs with field team.

Bureau of Mines (comments not yet received). Goodman owes $1,949.26 on DMEA-2926. No more contracts for this Operator.

To Files: 1/20/59

Re: Docket No. DMEA-3177
Goodwin Mng. Co.
Murray Mt. Min
Jackson County, Nor. Car.
Contract No. Adm-E659

The $41.10 in royalties due the Government as stated in Report of Inspection of July 14, 1954, has been paid in full.

WRA

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

Chamberlin
Rubin
Martin

SEP 1 1954

The Goodmica Mining Company
P. O. Box 263
Asheville, North Carolina

Attention: Mr. B. P. Goodman, General Manager

Re: Docket No. DMEA-2926
The Goodmica Mining Company
Engle Cope Mica Mine
Contract No. Idm-E516
and
Docket No. DMEA-3177
The Goodmica Mining Company
Murray Mountain Mine
Contract No. Idm-E656

Gentlemen:

Reference is made to your letter of August 17, 1954, in regard to payment of royalty due the United States Government from the sale of mica produced under the terms of Exploration Project Contract No. Idm-E516, Docket No. DMEA-2926.

Royalty is payable under exploration project contracts at the time collection is made for any ores sold whether the company has realized a profit or a loss. Therefore, the amount of $1,949.26 in royalties collected by you on sales totaling $38,985.11, as of June 30, 1954, should have been transmitted by you to my office as sales were consummated.

Your attention is also called to the fact that as of April 13, 1954, you had sold $821.91 worth of mica under Exploration Project Contract No. Idm-E656, Docket No. DMEA-3177, royalties on which amounted to $41.10. This amount also is due the Government.

Your request for time to pay these obligations was referred to the Washington office and I have been authorized to set forth the Government's position and to accept payment of these obligations as follows:

(1) The above amounts are past due and no arrangement for their liquidation will in any way waive the Government's right to demand and seek through proper channels immediate payment of any balances due at any time in the future.

(2) The Government demands that you pay the $41.10 royalty due as of April 13, 1954, plus any royalty accruing to the date of payment under Exploration Project Contract No. Idm-E656, Docket No. DMEA-3177, not later than September 30, 1954.

(3) You agree to make arrangements with the General Services Administration Mica Depot, Spruce Pine, North Carolina, to deduct the current 5% royalty on all future sales under both contracts named in this communication, plus 5% for past due royalties on any sales made under Exploration Project Contract No. Idm-E516, Docket No. DMEA-2926, and to request that checks for such deductions be drawn to the Defense Minerals Exploration Administration and sent to my office in Knoxville, Tennessee. A copy of your letter to the General Services Administration should be furnished my office. On March 1, 1955, or earlier if the Government deems it desirable, a new appraisal of the status of your obligation for royalties to the Government will be made and new terms of payments provided if the circumstances warrant.

It is believed that under the circumstances the Government's proposal to assist you in liquidating your royalty accounts is liberal and should enable you without undue hardship to operate your mines in the future. Please reply to this letter immediately and let us know whether you plan to carry out its provisions.

Sincerely yours,

SIGNED

Robert A. Laurence
Executive Officer
DMEA, Region VII

JLChambers/ama - 8/27/54
Copy to: Docket (2)
Admr. Reading File
Operating Committee
Region VII (2)
Mr. Houk
Mr. Chambers
Mr. D. M. Larrabee, Rm. G-232, GSA
Mr. Thor Kiilsgaard, Rm. 5227

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

Chamberlin
Martin
H. Johnson
Wittendorf
Rollin

AUG 27 1954

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

Re: Docket No. DMEA-2926
The Goodnice Mining Company
Jingle Cope Mica Mine
Contract No. Idm-E516
and
Docket No. DMEA-3177
The Goodnice Mining Company
Murray Mountain Mine
Contract No. Idm-E656

Dear Mr. Laurence:

Reference is made to your memorandum of August 18, 1954, signed by you and Mr. Beck in regard to delinquent royalties of the Goodnice Mining Company on ores sold from contracts cited above.

The Administrator has approved a plan set forth in a letter for your signature to be sent to the Goodnice Mining Company in regard to their obligations. If you are in accord with the proposed letter please sign same and send to the Operator. If you have further suggestions for improving the letter please communicate with the Operating Committee.

You will note that the proposed letter to the Goodnice Mining Company requests them to have checks made payable to the Defense Minerals Exploration Administration. The change in the inscription of checks payable to the various Government agencies is authorized by General Regulations No. 87 of the General Accounting Office and promulgated in the Department of the Interior by Budget and Finance Letter No. 103, copies of which doubtless have been sent to your Finance Office.

Sincerely yours,

W. S. Martin

APPROVED:

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

Thor H. Kilsgaard
Member, Geological Survey (HB)

ACTING Chairman, Operating Committee (HB)

JIChambers/ama - 8/27/54

Copy to: Docket (2)
Adm. Read. File
Reg. VII (2)
Mr. D. M. Larrabee, Rm. G-232, GSA
Mr. Thor Killsgaard, Rm. 5227
Mr. Houk
Mr. Chambers
Oper. Comm.

Enclosures

REPORT OF INSPECTION OF TERMINATED PROJECT
ON WHICH ROYALTY IS DUE THE GOVERNMENT.

DMEA-3177, Idm-E 656 (mica)

Al J. Goodman, operating as The Goodmica Mining Co.
P.O. Box 263, Asheville, North Carolina

MURRAY Mt. Mine
Jackson County, North Carolina

Accompanied by B. J. Brekhus, Auditor, Contract Administration and
and Audit Division, the writer called at the office of the subject company on July 14, 1954. An audit of their records showed that $821.91 worth of mica had been sold to the Government buying depot. No royalty has been paid on this sale. The Governments royalty amounts to $41.10 and Mr. Al J. Goodman states that he is unable to pay it at this time. The mine is not in operation at this time.

Jyly 14, 1954.

Wm. A. Beck, Mining Engineer
U. S. Bureau of Mines

z

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

July 13, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3177 (mica)

Contract Number: Idm-E 656

Applicant: Goodmica Mining Company

Name and Location of Property: Murray Mountain Mine
Jackson County, North Carolina

Date of Field Team Report: June 28, 1954

Date Rec'd. by Ceramic & Fertilizer Materials Br.: July 8, 1954

Field Team Recommendation:

1. Denial of certification of discovery or development.

Comments:

1. Work on this exploration program began on January 26, 1954 and was terminated by mutual agreement effective May 17, 1954.

2. Under the contract a tool house and powder and exploder magazines were built, an existing adit was reconditioned, track was installed, and the adit was extended 92 feet.

3. The field examiners are of the opinion that no additional exploration work is warranted, because of the discontinuous nature of the pegmatite, and the reserves developed are negligible.

4. Expenditures:

Total approved	$7,475.00
Total cost	5,327.50
Gov't. share of cost	4,794.75
Value of production during operation	821.91

Recommended:

I concur with the field team's recommendation that certification of discovery or development be denied on subject property.

W. F. Dietrich

W. F. Dietrich

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

July 12, 1954

Memorandum

To: Operating Committee, D M E A - Washington

From: Executive Officer, DMEA - Region VII

Subject: Termination Agreement - DMEA-3177, Idm-E 656 (mica)
The Goodmica Mining Company - N. C.

Transmitted herewith are three signed copies of the subject terminationagreement. The usual distribution of the other copies has been made.

Robert A. Laurence

Robert A. Laurence

IN REPLY REFER TO:

G-MD-CNM

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

July 1, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3177 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Goodmica Mining Company, P. O. Box 263, Asheville, N.C.
Name of property: Murray Mountain Mine.
Location of property: Jackson County, N. C.
Date of Field Team Report: June 25, 1954.
Authorship of Field Team Report: K. H. Teague, D. H. Amos, and L. E. Shirley.
Field Team's recommendation:

1. No certification.
2. No additional work.

Comments:

Very small amount of mica found, and that during rehabilitation of adit.

ACTION RECOMMENDED:

Follow Field Team's recommendation.

D. M. Larrabee

D. M. Larrabee

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

DOCKET FILE COPY
Surname:

JUN 22 1954

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

Subject: Docket No. DMEA-3177 - Mica
The Goodmica Mining Company
Jackson County, North Carolina
Contract No. Idm-E656
Murray Mountain Mine

Dear Mr. Laurence

Reference is made to your memorandum of May 27, 1954, requesting permission to terminate the subject contract effective May 17, 1954.

You will find enclosed six copies of Termination Agreement for execution by the Operator. Please make the necessary distribution of copies after execution.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

Approved:

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

s/ E. L. McCknight
Member, Geological Survey (EHB)

Enclosures 6

LGHouk:gad 6/18/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.S.

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

June 28, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: Final Reports, DMEA-3177, Idm-E 656 (mica) Murray Mountain Mine.
Operator: Goodmica Mining Co., Asheville, N. C. Jackson County.

Enclosed are four copies each of the Operator's final report, and the Field Team final report on the subject exploration contract, which was terminated by mutual consent.

We recommend that no certificate of discovery 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

PHONES: 3-6456 - ASHEVILLE, N. C.
206-W - SYLVA, N. C.

The Goodmica Mining Company

P. O. BOX 263
Asheville, North Carolina

May 31,1954

FULL and FINAL REPORT

Re: DMEA 3177, Idm-E 656
Murray Mountain Mine
Jackson County, North Carolina

On or about the 26th. Day of January 1954, we the Goodmica Mining Co. did begin work at Murray Mountain Mine, under the above numbered contract.

1. We did construct a Tool House, 10 feet by 15 feet; Apowder magazine; and an Exploder Magazine.

2. We did recondition the existing adit for a distance of 95 feet, to provide a clear passageway of not less than 5 feet by 7 feet in the cross section. We timbered the entire adit and installed track for a distance of 90 feet. This work was completed on February 24th., and was reported on our first voucher dated March 1st.,1954.

3. We did start ou drifting in a direction of North West from the existing adit and proceeded in that direction for a total of 91½ feet. Maintaining at all times a drift of 5 feet by 7 feet. This drifting was terminated by Mr Teague and Mr. Shirley on May 18th.,1954.

4. We did sell to the Mica buying Depot at Spruce Pine , N. C. The following amounts.

Good Stained and Better, grade;		
31.28 Lbs.	Amount received for same	$ 652.70
Stained, grade;		
28.36 Lbs.	Amount received for same	159.88
Heavy stained, grade;		
3.11 Lbs.	Amount received for same	9.33
62.75 Lbs.		821.91

This is true total of Mica obtained from Murray Mtn. Mine.

Goodmica Mining Company

By: J. Frank Benfield
Office Manager

RECEIVED
JUN 2 - 1954
U. S. Geological Survey
Conservation Division
Raleigh, Idaho

UNITED STATES
DEPARTMENT OF THE INTERIOR COPY
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
Room 13, Post Office Building
Knoxville 2, Tenn.

June 28, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: Final Reports, DMEA-3177, Idm-E 656 (mica) Murray Mountain Mine.
Operator: Goodmica Mining Co., Asheville, N. C. Jackson County.

Enclosed are four copies each of the Operator's final report, and the Field Team final report on the subject exploration contract, which was terminated by mutual consent.

We recommend that no certificate of discovery be issued.

/s/ Robert A. Laurence
Executive Officer
DMEA Region VII

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

RAL/zm
cc:
Beck
Lynch
Opr. Com. Div. File
Files

Reviewed by
DMEA OPERATING COMMITTEE
7-7-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT

FIELD TEAM, REGION VII

On

DMEA-3177, MURRY MOUNTAIN MINE
Jackson County, N. C.
(mica)

By

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

and

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

June 25, 1954

Reviewed by
DMEA OPERATING COMMITTEE

7-7-54
(date)

FINAL REPORT
On
DMEA-3177, Idm-E 656, MURRAY MOUNTAIN MINE

Operator: Goodmica Mining Company, P.O. Box 263, Asheville, N. C.

The Murray Mountain Mine is located on the southeast slope of Murray Mountain about one-half mile southwest of Savannah Creek and U. S. Highway 23. It is 6.8 miles S. 23° W. of Dillsboro, Jackson County, N. C.

Work completed under the contract consisted of construction of a toolhouse, powder and exploder magazine; reconditioning of and installation of track in an ~~existing~~ existing 95-foot adit; extension of this adit an additional 91.5 feet. As only a limited quantity of strategic mica was recovered during the project, most of which was obtained from rehabilitation of the adit, no certification of discovery should be issued. No additional exploratory work is warranted.

Work began on January 26, 1954 and was terminated by mutual agreement effective May 17, 1954 when the pegmatite ended along its strike. A toolhouse, powder magazine and exploder magazine was constructed and an existing 95-foot adit was rehabilitated. The latter consisted of trimming to 5' x7' cross-section, timbering in part, and installing a track. The adit was extended an additional 75 feet to the northwest; the last 28 feet being along a series of discontinuous pods and stringers which proved to be a branch of the main pegmatite. At a point 28 feet from the head of the adit a drift was driven N. 55° E. along the pegmatite. As the pegmatite ended about 10 feet in this drift the contract was mutually terminated.

A discontinuous pegmatite 0 - 5 feet thick was exposed by the work. Its attitude is variable and changes rapidly in short distances; the strike varying from N. 80° W. where the adit first intersects the body to N. 55° E. at the northern termination and the dip varying from vertical to 30°. The pegmatite has a discontiuous quartz core up to 2 1/2 feet in the thicker portion and it changes laterally into a quartz vein about 2 feet thick about 5 feet before the body terminates in the northeast drift. An essentially conformable relationship exists between the pegmatite and the foliation of the country rock except locally where the dip of the foliation is crosscut by the body. The latter has been emplaced in part along a fault as evidenced by slickensides along the pegmatite-wall rock contact and by the presence of layered mica schist on the hanging wall and biotite gneiss on the footwall. The pegmatite consists of kaolinized feldspar, quartz, and sparse muscovite. The portion of the body in the last 10 feet of the rehabilitated part of the adit is the richest in strategic quality mica.

A total of 62.75 pounds of trimmed mica which averaged $13.05 per pound was recovered and sold during the project. Most of this was obtained during trimming of the old adit. As the back over the adit in the area

Reviewed by
DMEA OPERATING COMMITTEE

7-7-54
(date)

containing the mica is only 20 - 25 feet, any mining operation would be very limited.

Reserves indicated by the work are negligible.

Expenditures:

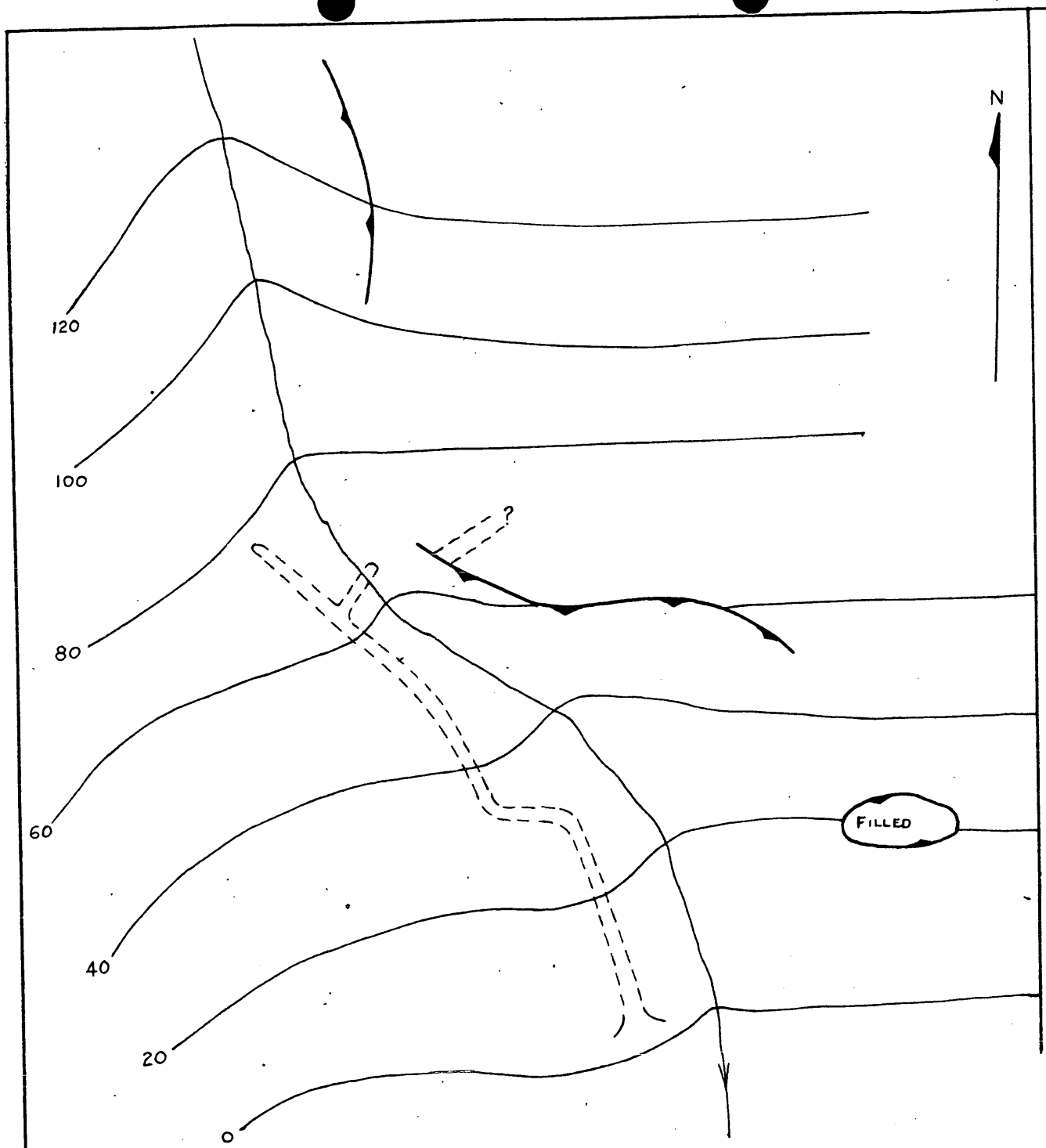
(a)	Total approved	$7,475.00
(b)	Total cost of project	5,327.50
(c)	Government's share of cost	4,794.75
(d)	Government's share unexpended	1,932.75
(d)	Value of production during oper.	821.91
(f)	Government's royalty	41.09

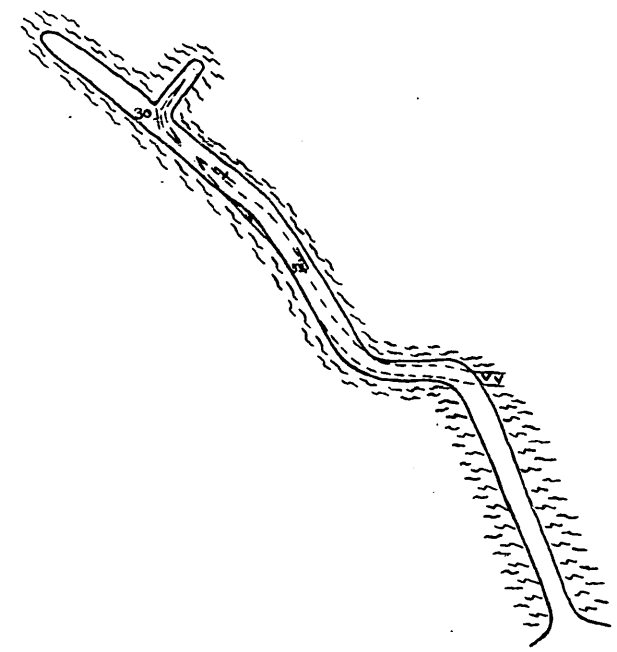
The operation was conducted in an efficient and satisfactory manner. No equipment was purchased under the contract.

June 25, 1954.

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

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





PLAN OF ADIT

0 40' 80'
SCALE

SKETCH OF
MURRAY MTN. MINE
JACKSON CO., N.C.

DMEA-3177 (mica)

C

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 4 1954

xxxxxxxxxxxxxxxxxx

Room 13, Post Office Building
Knoxville 2, Tennessee

June 2, 1954

Mr. J. Frank Benfield, Office Manager
The Goodnice Mining Company
P. O. Box 263
Asheville, North Carolina

Re: Docket No. DMEA-3177 - Mica
Contract Ida-8 656
Murray Mountain Mine
Jackson County, North Carolina

Dear Mr. Benfield:

Your final report on the Murray Mountain mine exploration has been received, and today, we are forwarding your May voucher to the Finance Office for payment.

We have requested permission to terminate the contract, and will notify you promptly if the permission is approved.

Very truly yours,

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

RAL/mg
cc -
Beck
Lynch
files
Operating Committee
Division Files - DMEA

May 31,1954

FULL and FINAL REPORT

Re: DMRA 5177, Idm-E 656
Murray Mountain Mine
Jackson County, North Carolina

On or about the 26th. Day of January 1954, we the Goodmica Mining Co. did begin work at Murray Mountain Mine, under the above numbered contract.

1. We did construct a Tool House, 10 feet by 15 feet; Powder magazine; and an Exploder Magazine.

2. We did recondition the existing adit for a distance of 95 feet, to provide a clear passageway of not less than 5 feet by 7 feet in the cross section. We timbered the entire adit and installed track for a distance of 90 feet. This work was completed on February 24th., and was reported on our first voucher dated March 1st.,1954.

3. We did start on drifting in a direction of North West from the existing adit and proceeded in that direction for a total of 91½ feet. Maintaining at all times a drift of 5 feet by 7 feet. This drifting was terminated by Mr Teague and Mr. Shirley on May 18th.,1954.

4. We did sell to the Mica buying Depot at Spruce Pine , N. C. The following amounts.

Good Stained and Better, grade;		
31.23 Lbs.	Amount received for same	$ 652.70
Stained, grade;		
28.36 Lbs.	Amount received for same	159.93
Heavy stained, grade;		
3.11 Lbs.	Amount received for same	9.33
62.75 Lbs.		821.91

This is true total of Mica obtained from Murray Mtn. Mine.

Goodmica Mining Company

By: G. Frank Bergfield
Office Manager

May 28, 1954

Mr. Al J. Goodman
Goodmica Mining Co.
Box 263
Asheville, North Carolina

Re: DMEA-3177, Idm-B 656 (mica)

Dear Mr. Goodman:

Your May (final) Operator's monthly report and voucher has been received in this office and is being held pending receipt of your final engineering and geological report as per Article 5 (d) of the contract form.

This Operator's final report should summarize the work completed, give a statement of the pounds of block mica recovered, an estimate of the value when sheeted, also a record of any sales to the Mica Buying Depot or anyone else. This also includes punch, scrap, feldspar or any other sales from the property.

We have requested our Washington office to allow us to terminate the project by mutual consent. When we receive this permission, we will send you the necessary forms for signature.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA
Region VII

WAB/sm
cc:
Beck
Lynch

Opr. Com.-2
Files

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

May 27, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, D. M. E. A. Region VII

Subject: DMEA-3177, Idm-E 656,(mica) Murray Mt. Mine, Jackson Co., N. C.
Request for Termination

Enclosed are 4 copies of the latest interim report on the subject contract.

We agree with the field examiners that additional work on this pegmatite is not warranted, and request permission to terminate the contract by agreement with the Operator, effective May 17, the date on which the Operator was advised to suspend work.

Robert A. Laurence

R. A. Laurence,
EXECUTIVE OFFICER
DMEA REGION VII

Wm A Beck

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

INTERIM REPORT

DMEA-3177 Idm-E656 (mica) MURRAY MOUNTAIN MINE

OPERATOR: Goodmica Mining Company, P. O. Box 263, Asheville, N. C.

LOCATION: On the southeast slope of Murray Mountain about 1/2 mile southwest of Savannah Creek and U. S. Highway No. 23. It is 6.8 airline miles S 23° W of Dillsboro, Jackson County, North Carolina.

Drifting has been completed on this contract for a total distance of 91.5 feet. Pegmatite and pegmatitic stringer material was followed for 75 feet to the northwest. The operator was advised to return to a point 47 feet from where the work began and follow the main pegmatite. 16.5 feet of drift was driven in a N 55° E direction, following pegmatite and quartz, which ended at 10 feet. The operator was advised to discontinue work at this point. It is suggested that the contract be terminated by mutual agreement.

At least one sale of mica has been made from this mine to the G.S.A. Depot, Spruce Pine, North Carolina. 62.75 pounds of mica was sold in April which averaged $13.05 per pound.

The operator conducted the work under contract satisfactorily and followed freely all suggestions made by the Field Examiners.

L. E. Shirley

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

D. H. Amos

D. H. Amos, Geologist
U. S. Geological Survey

May 17, 1954

Defense Materials Administration
MAY 14 1954

Interim Report
on

DMEA-3177, Idm-E656, MURRAY MOUNTAIN MINE
(mica)

Operator: Goodmica Mining Company, P.O.Box 263, Asheville, N. C.

Location: On the southeast slope of Murray Mt. about 1/2 mile southwest of Savannah Creek and U.S. Highway #23. It is 6.8 miles S.23° W. of Dillsboro, Jackson County, N. C.

Drifting continues to the northwest on this project and is now at 75 feet. The last 28 feet of drift is in pegmatitic biotite schist containing discontinuous stringers and pods. This work appears to have been done along a zone that is a branch of the main pegmatite. The main pegmatite enters the northeast wall of drift about 28 feet from the present heading. At this point it strikes north-south and dips about 30° to the west. The Operator was instructed to discontinue work in the present heading and to begin a drift to the north on the main pegmatite 28 feet from the present heading.

Exam: May 7, 1954.

Dewey H. Amos

Dewey H. Amos, Geologist
U, S. Geological Survey.

z

INTERIM REPORT

DMEA-3177 Idm-E656 (mica) MURRAY MOUNTAIN MINE

OPERATOR: Goodmica Mining Company, P. O. Box 263, Asheville, N. C.

LOCATION: On the southeast slope of Murray Mountain about 1/2 mile southwest of Savannah Creek and U. S. Highway #23. It is 6.8 airline miles S 23° W of Dillsboro, Jackson County, North Carolina.

Drifting continues on this contract and is now at 39 feet. The pegmatite body has thinned considerably at this point, but drifting will continue in the same general direction until another visit can be made.

Material encountered consists of pegmatite, composed of quartz, feldspar and sparse muscovite mica, and country rock, a biotite schist. About 1 foot of pegmatite is now exposed in the floor and lower section of the face. It was pointed out to the operator that in the last 20 feet of drift the floor was raised too steeply and it is now necessary to lower the floor to the original grade before doing any additional heading work. The need for timber in the drift, in view of weathered country rock, was stressed.

Approximately 12 pounds of mica has been processed for sale to the GSA Mica Depot, Spruce Pine, N. C. in the near future. This is mica that was recovered from early rehabilitation and drift work. Progress on this contract is satisfactory.

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

April 5, 1954

INTERIM REPORT

DMEA-3177 Idm-E656 (mica) MURRAY MOUNTAIN MINE

OPERATOR: Goodmica Mining Company, P. O. Box 263, Asheville, N. C.

LOCATION: On the southeast slope of Murray Mountain about 1/2 mile southwest of Savannah Creek and U. S. Highway #23. It is 6.8 airline miles S 23° W of Dillsboro, Jackson County, North Carolina.

Drifting is underway on this contract and has advanced twenty feet in the past two weeks. The drift has been driven in a N 30° W direction in both pegmatite and biotite gneiss. Pegmatite is exposed on the southwest side and is composed of quartz, kaolinized feldspar, biotite and small muscovite mica. The country rock is a semi-weathered biotite gneiss. It was suggested that the drift be turned gradually to the west, keeping the heading in pegmatite, if possible, at all times. Progress on this contract is satisfactory.

L. E. Shirley

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

K. H. Teague Dewey H. Amos

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

March 22, 1954

INTERIM REPORT

DMEA-3177 Idm-E656 (mica) MURRAY MOUNTAIN MINE

OPERATOR: Goodmica Mining Company, P. O. Box 263, Asheville, N. C.

LOCATION: On the southeast slope of Murray Mountain about 1/2 mile southwest of Savannah Creek and U. S. Highway #23. It is 6.8 airline miles S 23° W of Dillsboro, Jackson County, North Carolina.

Adit reconditioning and installation has been completed on this contract. No progress has been made on the drift to date, but the operator indicated that drifting would begin within the present week. The existing face shows a pegmatite trending N 30-35° W and dipping 55° ~~NE~~ SW, composed of a quartz core flanked by feldspathic and quartzose zones containing muscovite mica. Some of the mica is bent and contains stain in varying amounts. About 200 pounds of block mica was recovered during rehabilitation of the adit in pegmatite.

The exploder magazine was moved to a safe distance from the powder magazine and was placed on the opposite side of the adit. It was suggested that the walls and overhead be scaled thoroughly after shooting because of the weathered condition of the body. The operator is aware that timbering will be necessary in the drift.

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 8, 1954

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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MAR 10 1954

INTERIM REPORT

DMEA-3177 Idm-E656 (mica) MURRAY MOUNTAIN MINE

OPERATOR: Goodmica Mining Company, P. O. Box 263, Asheville, N. C.

LOCATION: On the southeast slope of Murray Mountain about 1/2 mile southwest of Savannah Creek and U. S. Highway #23. It is 6.8 airline miles S 23° W of Dillsboro, Jackson County, N. C.

The reconditioning of an existing adit and the installation of track is nearing completion on this contract. The operator expects to begin drifting in the near future. Random suggestions were made concerning additional trimming and timber work that is necessary. A tool house, 10' x 15', and powder and exploder magazines have been constructed. It was suggested that one of the magazines be moved to the opposite side of the adit because of close spacing. Material encountered in the first 80 feet of rehabilitation was principally a weathered biotite gneiss. Remaining footage consisted of both gneiss and pegmatite. The present face consists of some massive quartz flanked by feldspathic and "burr" zones. Some ruled mica can be observed in the face. Progress on this contract is satisfactory.

Mr. William A. Beck, member of the Field Team, Region VII, accompanied the 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

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

February 23, 1954

INTERIM REPORT

DMEA-3177 Idm-E656 (mica) MURRAY MOUNTAIN MINE

OPERATOR: Goodmica Mining Company, P. O. Box 263, Asheville, N. C.

LOCATION: On the southeast slope of Murray Mountain about 1/2 mile southwest of Savannah Creek and U. S. Highway No. 23. It is 6.3 miles S 23° W of Dillsboro, Jackson County, N. C.

Adit reconditioning continues on this contract and is partially completed to 56 feet. Most of the work to date consists of trimming the adit to 5' x 7' in cross section and timbering where necessary. The portal has been top lagged and will be loaded with fill. Stulls have been set on 5 ft. centers and top and side lagging employed where needed. No track has been lain, but this is expected as soon as some corner trimming is completed. No construction has started on tool house or magazines. Material encountered during trimming is a weathered mica schist.

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 8, 1954

INTERIM REPORT

DMEA-3177 Idm-E656 (mica) MURRAY MOUNTAIN MINE

OPERATOR: Goodmica Mining Company, P. O. Box 263, Asheville, N. C.

LOCATION: On the southeast slope of Murray Mountain about 1/2 mile southwest of Savannah Creek and U. S. Highway No. 23. It is 6.8 miles, airline, S 23° W of Dillsboro, Jackson County, North Carolina.

Starting date on this contract is January 26, 1954. Reconditioning of the existing adit is underway and about 10 feet of trimming has been accomplished. No timbers have been set to date, but material encountered, a weathered mica schist, indicates that some timber will be necessary. Instructions were given for timbering of the portal, setting of stulls where necessary and trimming the adit for laying track. Discussion concerning construction of tool house and magazines was held with the operator.

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 26, 1954

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
FEB 1 1954

January 28, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: Signed copies of contract Idm-E 656, DMEA-3177 (mica)
Al J. Goodman, Operating as THE GOODMICA MINING Co.

Transmitted herewith are three signed copies of the above subject contract. The usual distribution of the other copies has been made.

Robert A. Laurence

Robert A. Laurence

Defense Minerals Administration
RECEIVED
NOV 20 1953

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 Jackson, described ~~as follows~~:1/

In A Deed, Dated September 9th.,1953, and recorded in Book 203 Page 211 Official Records of said county.

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/ The Goodmica Mining Co.

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 18th. day of November, 1953.

_____ [Seal]

_____ [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.

RELEVANT CONTRACT PROVISIONS

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 ($1\frac{1}{2}$) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half ($1\frac{1}{2}$) percent of any such net amounts, plus one-half ($\frac{1}{2}$) 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 ($1\frac{1}{2}$) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half ($3\frac{1}{2}$) 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.

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED

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

In A Deed, Dated September 9th.,1953, and recorded in Book 203 Page 211 Official Records of said county.

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/ The Goodmica Mining Co.

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 18th. day of November, 1953.

[Seal]

[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.

RELEVANT CONTRACT PROVISIONS

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.

MF-203
(Revised July 1, 1953)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
Received
NOV 20 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 Jackson, described ~~as follows~~:1/

In A Deed, Dated September 9th., 1953, and recorded in Book 203 Page 211 Official Records of said county.

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/ The Goodrich Mining Co.

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 18th. day of November, 1953.

[Seal]

[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.

RELEVANT CONTRACT PROVISIONS

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.

MF-203
(Revised July 1, 1953)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 20 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 Madison, described as follows:1/

In A Deed, dated September 8th., 1953, and recorded in Book 303 Page 212 Official Records of said county.

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/ The Carolina Zeolite Co.

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 10th. day of November, 1953.

[Signature] [Seal]

[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.

RELEVANT CONTRACT PROVISIONS

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) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half (1½) per cent of any such net amounts, plus one-half (½) 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 (1½) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) 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.

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 Jackson, described as[1]

In A Deed, Dated September 9th.,1953 and recorded in Book 203 Page 211 Official Records of said county.

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/ The Goodmica Mining Co.

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 18th. day of November, 195 3.

[Signature] [Seal]

[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.

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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) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half (1½) per cent of any such net amounts, plus one-half (½) 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 (1½) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) 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.

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 Jackson, described as follows:1/

In A Deed, Dated September 9th., 1953 and recorded in Book 203 Page 211 Official Records of said county.

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/ The Goodnica Mining Co.

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 16th. day of November, 195 3.

[Seal]

[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) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half (1½) per cent of any such net amounts, plus one-half (½) 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 (1½) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) 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.

656

FILE COPY
SURNAME:

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

600

Anderson
Houk
Chamberlin
Selfridge
Hedges

JAN 19 1954

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

Subject: Docket No. DMEA-3177 - Mica
The Goodmica Mining Company
Murray Mountain Mine
Jackson 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 (NB)

Approved:

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

D. M. Larrabee (NB)
Member, Geological Survey

W.C.Anderson:gad 1/18/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

Enclosures 10

R.G.D. 1-19-54

PHONES: 3-6456 - ASHEVILLE, N. C.
206-W - SYLVA, N. C.

The Goodmica Mining Company

P. O. BOX 263
Asheville, North Carolina

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 7 1954

January 5th.,1954

United States Department of the Interior
Defense Minerals Exploration Admins.
Washington 25, D. C.

Attention: C. O. Mithendorf

Re: Docket No. DMEA-3177
Murray Mtn. Mine
Jackson County, N. C.

Dear Sir:

In reply to your letter dated December Sixteenth, requesting that we have Clare L. Goodman sign the six copies of Owners Consent to Lien that you mailed me.

I am enclosing the six copies all signed by Clare L. Goodman.

Since application for this Loan was made last September Twenty First, and considerable amount of time has elasped since then, Will you please advise me the status of the loan at this time? I need this information before completeing our plans for 1954, and if you will be so kind as to advise me as to where we stand at this time I will greatly appreciate it.

Wishing you the best of everything in the New Year I Remain,

Very truly yours,
Goodmica Mining Co.
J. Frank Benfield
J. Frank Benfield

NORTH CAROLINA
JACKSON COUNTY

THIS DEED, Made, and entered into this 28th day of March 1953, by and between INGLE COPE, widower, NEAL BISHOP and wife, ROSE BISHOP, and BRYANT BROWNING and wife LULA BROWNING, all of Jackson County, State of North Carolina, parties of the first part, and CLARA L. GOODMAN and her husband AL J. GOODMAN, both of Buncombe County, State of North Carolina, parties of the second part,

WITNESSETH: That said parties of the first part, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to them in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do bargain, sell and convey unto said parties of the second part, their heirs and assigns, all minerals, ores, clays, oils, gasses and stones of every sort, kind, and description in, under and upon a certain tract or parcel of land, situate, lying and being in Jackson County, State of North Carolina, and more particularly described as follows:

FIRST TRACT: BEGINNING on a rock on a ridge and runs thence S. 74½ West 16 poles to a stake; thence N. 70½ West 30 poles to a rock; thence North 39 West 50 poles to a stake in boundary line; thence South 48 East with the top of a ridge 8 poles to a stake; thence North 25 East 24 poles to a forked Chestnut, N.P. Jones corner; thence South 45 East 12 poles to a Chestnut; thence in Easterly direction 3 poles to a spanish oak on top of ridge; thence South 43 East with top of ridge 43 poles to a stake; thence South 3 East 23 poles to BEGINNING, containing 23 acres more or less.

SECOND TRACT: BEGINNING on a stake on the West side of road that leads to home of Bryant Browning and runs thence with the rock wall to a hickory on the side of the branch; thence with the line of J. C. Browning in Westerly direction to a maple corner in Etta Browning line; thence with Etta Browning line to a stake

on West side of road; thence down the road as it meanders to BEGINNING, containing 1 acre more or less.

ABOVE two tracts being and comprehending the same lands and premises described in a Deed of Trust dated 25th March 1952 from Neal Bishop and wife to M. V. Higdon, Trustee, duly recorded in Office of Register of Deeds of Jackson County, North Carolina in Book 188 at page 219, to which said record reference is hereby made for a more complete description of the premises.

Together with certain perpetual rights and easements as follows:

FIRST: The right and easement to the use of the surface of said lands to the full extent that such use is reasonable convenient or necessary in mining, milling, processing, or otherwise removing or treating said minerals, ores, clays, and stones.

SECOND: The right and easement to process, manufacture, smelt, or otherwise treat any minerals ores, clays, or stones taken by said party of the second part, their heirs and assigns, from any other adjoining lands.

THIRD: The right and easement to construct and maintain all buildings, railroads, tramways and roads which the parties of the second part, their heirs and assigns, shall consider reasonable convenient, or necessary, and to remove the same.

FOURTH: The right and easement to cut and use upon said lands for the purposes herein set forth any timber standing thereon at the time of said use.

FIFTH: The right and easement to divert, dam, and use all water in all streams flowing across or upon said lands.

It is expressly agreed that the execution of this instrument by each of the parties of the first part shall convey his or interest in said property as herein described without regard to, and not dependent upon, the signing and execution of said instrument by any other of said parties of the first part.

IN TESTIMONY WHEREOF, said parties of the first part have hereunto set their hands and seals on this the day and year first above written.

Witness to Mark of Ingle Cope:

his
Ingle (X) Cope (SEAL)
mark

Andrew Wilson

Neal Bishop (SEAL)

Witness to Mark of Bryant Browning:

Rose Bishop (SEAL)

M. Buchanan

his
Bryant (X) Browning (SEAL)
mark

Lula Browning (SEAL)

NORTH CAROLINA
JACKSON COUNTY

I, Marcellus Buchanan, III, Notary Public of said County and State do hereby certify that Neal Bishop and wife, Rose Bishop and Bryant Browning and wife, Lula Browning all of Jackson County, North Carolina, personally appeared before me this day and acknowledged the due execution by them of the foregoing deed of conveyance for the purposes therein stated.

WITNESS my hand and notarial seal this 28th day of March 1953.

(NOTARIAL SEAL)

Marcellus Buchanan III (SEAL)
Notary Public

My commission expires:
3 September 1954

NORTH CAROLINA
JACKSON COUNTY

I, Marcellus Buchanan, III, a Notary Public of Jackson County, North Carolina, do hereby certify that Ingle Cope of said County and State personally appeared before me this day and acknowledged the due execution by him of the foregoing deed of conveyance for the purposes therein stated.

WITNESS my hand and notarial seal, this 9th day of September 1953.

(NOTARIAL SEAL)

Marcellus Buchanan, III (SEAL)
Notary Public

My commission expires:
3 September 1954

NORTH CAROLINA
JACKSON COUNTY

I, Wilma Jones, Assistant Clerk Superior Court of said County and State do hereby certify that the foregoing certificates of Marcellus Buchanan III, Notary Public of said County andState, duly authenticated by his notarial seal, thereto affixed, are by me this day adjudged to be correct, in due form and according to law.

Therefore, let said instrument, with said certificates and this certificate be registered.

WITNES S my hand this 9th day of September 1953.

Wilma Jones
Asst. Clerk of the Superior Court

Filed for registration on the 9th day of September, A.D. 1953 at 2:00 P.M. andduly recorded on the 10th day of September A.D. 1953 at 9:45 A. M.

Glenn Hughes
REGISTER OF DEEDS.

RECORDED AND VERIFIED.

NORTH CAROLINA
JACKSON COUNTY

I, Glenn Hughes, Register of Deeds for Jackson County, North Carolina, do hereby certify that the foregoing is a true and exact copy of the instrument on record in this office, recorded in Book 203 at page 211.

Witness my hand and official seal, this 3rd day of December 1953.

Glenn Hughes
REGISTER OF DEEDS

STATE OF NORTH CAROLINA
JACKSON COUNTY

THIS INDENTURE, Made and entered into this 28th day of March A. D., 1953 by and between NEAL BISHOP and wife, ROSE BISHOP of Jackson County, North Carolina, parties of the first part, MARCELLUS BUCHANAN, Trustee, of Jackson County, North Carolina, party of the second part and CLARA L. GOODMAN and husband, AL J. GOODMAN of Buncombe County, North Carolina, parties of the third part:

WITNESSETH: That whereas the said Neal Bishop and Rose Bishop are indebted to said Clara L. Goodman and Al J. Goodman in the sum of One Hundred Dollars for which the said Neal Bishop and Rose Bishop have executed and delivered to said Clara L. Goodman and Al J. Goodman as aforesaid, note of even date with this deed, in the sum of One Hundred Dollars, payable six months after date, with interest on said sum of $100.00 from date until paid at the rate of six percentum per annum, payable at maturity and it has been agreed that the payment of said debt shall be secured by the conveyance of the land hereinafter described:

NOW, THEREFORE, in consideration of the premises, and for the purposes aforesaid and for the sum of one dollar to the parties of the first part paid by the party of the second part, aforesaid said Neal Bishop and Rose Bishop have bargained, sold, given, granted and conveyed, and by these present do bargain, sell, give grant and convey to the said Marcellus Buchanan, Trustee, and his heirs and assigns, a certain tract of land lying and being in_____ Township, Jackson County aforesaid, and more particularly described as follows:

FIRST TRACT: BEGINNING on rock on a ridge and runs S. 74½ W. 16 poles to a stake; thence N. 70½ W. 30 poles to a rock; thence N. 39 W. 50 poles to a stake in W. boundary line; thence S. 48 E. with top of ridge 8 poles to a stake; thence N. 25 E. 24 poles to a forked Chestnut, N. P. Jones corner; thence S. 45 E. 12 poles to a chestnut; thence in Easterly direction 3 poles to a spanish oak on top of ridge; thence South 43 E. with top of

ridge 43 poles to a stake; thence South 3 East 23 poles to BEGINNING, containing 23 acres more or less.

SECOND TRACT: BEGINNING on a stake on the West side of road that leads to home of Bryant Browning and runs thence with the rock wall to a hickory on the side of the branch; thence with the line of J. C. Browning in Westerly direction to a maple corner in Etta Browning line; thence with Etta Browning line to a stake on West side of road; thence down the road as it meanders to BEGINNING, containing 1 acre more or less.

BEING AND COMPREHENDING the same lands and premises described in a deed of trust, now cancelled, from Neal Bishop and wife to M. V. Hidgon, Trustee, dated 25th March 1952, duly recorded in Office of Register of Deeds for Jackson County, North Carolina, in Book 188 at page 219, to which record reference is hereby made for a description of the premises herein conveyed.

The above land was conveyed to grantors by Bryant Browning and wife, Lula Browning.

TO HAVE AND TO HOLD said lands and premises, with all the rights, privileges and appurtenances thereunto belonging, to Marcellus Buchanan, Trustee, and his heirs and assigns, upon the trust and for the uses and purposes following and none other, that is to say:

If the said Neal Bishop and Rose Bishop shall fail or neglect to pay interest on said note as the same may hereinafter become due, or both principal and interest at the maturity of the note or any part of either, then, on application of said Clara L. Goodman or Al J. Goodman, or assignee, or any other person who may be entitled to the moneys due thereon, it shall be lawful for and the duty of the said Marcellus Buchanan, Trustee, to advertise at the courthouse door and in three or more public places in Jackson County, for thirty days immediately preceding such sale, and in some newspaper published in said county at least once a week for

four weeks, therein appointing a day and place of sale and at such time and place to expose said lands at public sale to the highest bidder, for cash, and upon such sale to convey said lands to the purchaser in fee simple;

And the said Marcellus Buchanan, Trustee, first retaining five per centum commission on the proceeds of the whole of said land sold, as a compensation for making such sale, shall apply so much of the residue of said proceeds of such sale as may be necessary to pay off and discharge said note and all interest then accrued and due thereon, and shall pay the surplus, if any remain, to said Neal Bishop and Rose Bishop.

And the said parties of the first part further covenant and agree to and with the said parties of the second and third parts that they will keep all taxes paid upon said property, and if said parties of the first part shall fail to do this said party of the second part, or said parties of the third part may pay such taxes, and all amounts so expended in payment of taxes by said parties of the second or third part, with interest from date of payment at 6 percent, shall be secured under this conveyance and be due and payable at the time of the next instalment of interest thereafter. And said parties of the first and second parts do hereby covenant and agree to and with said parties of the third part, that in case the said trustee shall die, become incapable of acting, renounce his trust, or for other reasons become unacceptable to said parties of the third part, then, upon notice to the parties of the first and second parts, if living, the parties of the third part may appoint, in writing a trustee to take the place of the party of the second part, and upon the probate and registration of the same, the trustee thus appointed shall succeed to all the rights and powers of the party of the second part.

IT IS FURTHER STIPULATED AND AGREED that any statement of facts or recital by said trustee in this deed in relation to the nonpayment of the money secured to be paid, the amount due, the advertisement sale, receipt of the money, and the execution of the deed

to the purchaser, shall be received as prima facie evidence of such fact.

AND IT IS STIPULATED AND AGREED that if said Neal Bishop and Rose Bishop shall pay off said note and interest and discharge fully the trusts herein declared, before such sale, or the same shall be done by a sale of part of said lands, then so much of said lands as may not have been sold, and are not required to meet any of said trusts, shall be reconveyed to said Neal Bishop and Rose Bishop or the title thereto be revested in Neal Bishop and Rose Bishop, according to the provisions of law.

IN TESTIMONY WHEREOF, the said Neal Bishop and Rose Bishop do hereunto subscribe their respective names and affix their several seals.

Neal Bishop (SEAL)

Rose Bishop (SEAL)

STATE OF NORTH CAROLINA
JACKSON COUNTY

I, J. A. Turpin, Justice of the Peace, do hereby certify that Neal Bishop and Rose Bishop personally appeared before me this day and acknowledged the due execution of the foregoing instrument, for the purposes therein expressed.

WITNESS my hand and private seal, this 28th day of March A.D., 1953.

J. A. Turpin (SEAL)
Justice of the Peace

NORTH CAROLINA
JACKSON COUNTY

The foregoing certificate of J. A. Turpin, a Justice of the Peace of Jackson County, is adjudged to be correct. Therefore, let the instrument with the certificates be registered.

WITNESS my hand this 9th day of September, A. D., 1953.

Wilma Jones
Asst. Clerk of the Superior Court

Filed for registration this the 9th day of September, A.D., 1953 at 2:05 P.M. and duly recorded on the 10th day of September, 1953 at 10:15 A.M.

RECORDED AND VERIFIED. Glenn Hughes, REGISTER OF DEEDS

NORTH CAROLINA
JACKSON COUNTY

I, Glenn Hughes, Register of Deeds of Jackson County, North Carolina, do hereby certify that the foregoing is a true and exact copy of the instrument as it appears on record in this office in Book 193 at page 447.

WITNESS my hand and official seal, this 3rd day of December 1953.

Glenn Hughes
REGISTER OF DEEDS

FILE COPY
SURNAME:

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

AE Kane
Chrstin
Houk

DEC 16 1953

Mr. J. Frank Benfield, Office Manager
The Goodmica Mining Company
P. O. Box 263
Asheville, North Carolina

Re: Docket No. DMEA-3177
Murray Mt. Mine
Jackson County, North Carolina

Dear Mr. Benfield:

Reference is made to your letter dated December 2, addressed to this Administration, attention of Mr. Lawrence G. Houk.

From the "deed" of March 28, 1953, which you enclosed with your letter, it would appear that Ingle Cope, Neal Bishop and wife, Rose Bishop, and Bryant Browning and wife, Lula Browning, transferred their mineral rights in the property in question to Al J. Goodman and his wife, Clara L. Goodman. Consequently, Clara L. Goodman is part owner of the mineral rights and the Owner's Consent to Lien must be signed by her while Al J. Goodman's signature thereon is not essential.

There is enclosed an Owner's Consent to Lien to be signed by Clara L. Goodman and returned to this office after its execution. If the Owner's Consent to Lien is to be signed by B. Paul Goodman as attorney for Clara L. Goodman, then you should also forward a Power of Attorney indicating that B. Paul Goodman is authorized to sign for Clara L. Goodman.

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

Enclosures 6
AEKane/emd 12/15/53
Copy to: Docket
Adm. R. File
C. O. Mittendorf
Operating Committee
L. G. Houk
Executive Officer, Reg. VII (2)
A.E.Kane
J.L.Hofflund chron. pending

A.E.K. 12-16-53

PHONES: 3-6456 - ASHEVILLE, N. C.
206-W - SYLVA, N. C.

The Goodmica Mining Company

P. O. BOX 263
Asheville, North Carolina

DEC 1953

December 5th.,1953

United States Department of the Interior
Defense Minerals Exploration Administration
Washington 25, D. C.

Re: Ltr.140, Nov. 30,1953
Docket No. DMEA-3177 (Mica)
Murray Mtn. Mine
Jackson County, North Carolina

Attention: Lawrence G. Houk

Dear Mr. Houk:

In further reference to the above letter and my letter to you dated December 2nd. It is with pleasure that I enclose the two (2) Instruments that you requested.

1 - Deed of Trust on the Property

2 - Mineral Deed

I sincerley hope that this will be the information that you desired. You will find that these are certified copies, and if you will be so kind as to return when they have served their purpose it will be greatly appreciated. If there is further information that you require please advise and I will do my utmost to obtain same.

Many thanks for your kindness and consideration in this matter, I beg to remain.

Very truly yours,

J. Frank Benfield

J. Frank Benfield
Office Manager

JFB:f
encl:2

PHONES: 3-6456 - ASHEVILLE, N. C.
206-W - SYLVA, N. C.

The Goodmica Mining Company

P. O. BOX 263
Asheville, North Carolina

DEPARTMENT OF T
Defense Minerals Administration
RECEIVED
DEC 3 - 1953

December 2, 1953

United States Department of the Interior
Defense Minerals Exploration Administration
Washington 25, D. C.

Re: Ltr. 140 Nov. 30,1953
Docket No. DMEA -3177 (Mica)
Murray Mtn. Mine
Jackson County, North Carolina

Attention: Laurence G. Houk

Dear Mr. Houk:

In regards to the above mentioned letter, you state that you do not understand the relationship of B. Paul Goodman to this property. He is the son of the Owner, (Al J. Goodman) and holds a Power of Attorney to sign all papers for Al J. Goodman.

When this application was first mailed in to Mr. Robert Laurence, of your Knoxville Office, I wrote Mr. Laurence on September 21st.,1953 asking if it was necessary to mail additional copies of this Power of Attorney, as his office has on file now five (5) copies of same. Mr. Laurence wrote me back on September 23rd.,1953, and I quote you here that part of his letter that applies to this subject.

> " In regard to your inquiry as to the necessity of sending in additional copies of power of attorney of B. Paul Goodman giving him the right to sign all papers for Al J. Goodman - we feel that this will not be necessary."

I hope that this is the information that you desire, but if you deem it necessary that we send more copies of this Power of Attorney of B. Paul Goodman, please advise and we will mail same to you at once.

I will now attempt to clearfy the,part of your letter concerning the Mineral Rights etc. Mr. Al J. Goodman acquired said property through a Deed of Trust, but since the Orginial owner had sold the Mineral Rights of property to others, Mr. Goodman had to buy those also.Both of these instruments are recorded in the official records of Jackson County and I am this day requesting copies, and will forward them on to you just as soon as I receive them. I feel sure that these will clear up the whole thing as to ownership etc.

If there is further information that you desire please advise and I will do my best to furnish same.

Very truly yours

J. Frank Benfield

J. Frank Benfield
Office Manager

FILE COPY
SURNAME:

UNITED STATES 140
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

NOV 30 1953

The Goodmica Mining Company
P. O. Box 263
Asheville, North Carolina

Re: Docket No. DMEA-3177 (Mica)
Murray Mt. Mine
Jackson County, North Carolina

Gentlemen:

Reference is made to your letter dated November 18 to this Administration enclosing six copies of an Owner's Consent to Lien signed by B. Paul Goodman. We do not quite understand the relationship of B. Paul Goodman to the property as he is not referred to specifically in your application which states only that you own the mineral rights to the land which is the subject of the proposed exploration, and that you have a deed of trust from Ingle Cope et al. to Clare L. and Al. J. Goodman, recorded in Book 203, Register of Deeds, Jackson County. Will you please enlighten us on this point and also send us a copy of the instrument by which you acquired your mineral rights and a copy of the afore-mentioned deed of trust.

You ask whether the Government will contribute 90% of the exploration costs if your application is approved. The answer is in the affirmative, since your application was received before publication of the order reducing the Government's contribution to 75% of the costs for mica exploration projects.

You also ask the difference between the old form of Owner's Consent to Lien and the revised form of July 1, 1953. The principal changes in the form are that the maximum amount of the Government's contribution is not specified and the owner consents to the lien as set forth in the contract or any amendment thereof.

AEKane/ema/11-25-53
Copy to: Docket
Adm. R. File
Op. Comm.
~~Mr. Thayer~~
~~Mr. Hodges~~
Mr. Houk
A.E.Kane
J. L. Hofflund
Chron. Pending Field Team, Region VII (2)

Sincerely yours,

SIGNED

Lawrence G. Houk

R.G.G. 11-30-53

PHONES: 3-6456 - ASHEVILLE, N. C.
206-W - SYLVA, N. C.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 20 1953

The Goodmica Mining Company

P. O. BOX 263
Asheville, North Carolina

November 18th, 1953

U.S. Dept. of the Interior
Defense Minerals Exploration Adm.
Washington, 25, D. C.

Attention: Mr. Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Re: Docket No. DMEA-3177-Mica
Murray Mtn. Mine
Jackson County, N. C.

Dear Mr. Houk:

Thank you very much for your letter of November 16th, received this morning. I am enclosing six copies of the new Owner's Consent to Lien.

I notice several changes in this Owner's Consent to Lien and would appreciate your advising me the exact significance of what changes were made in this document, if you can do so.

I would also appreciate your advising me what percentage of the cost for this exploration the Government will assume. It is our understanding that this percentage will be 90%, as in our other D.M.E.A. contract.

Your very immediate attention to this matter will be greatly appreciated as we would like to begin this new project before the worst winter weather sets in, if possible.

RECEIVED
NOV 24 1953
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

Very truly yours,

THE GOODMICA MINING COMPANY

By: B. Paul Goodman

BPG:rwb

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

Defense Minerals Administration
RECEIVED
NOV 14 1953

November 10, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3177, Mica

Applicant: Goodmica Mining Company
Name and Location of Property: Murray Mountain Mine
Jackson County, North Carolina
Date of Field Team Report: October 27, 1953
Field Team's Recommendation:

1. Recondition 100 feet of existing adit.
2. Exploration by a 150 foot drift.
3. Total estimated cost - $7,475

Comments:

1. The proposed program of exploration will determine the value of a block of ground previously unexplored in an area adjacent to a presently productive mine.

Recommendation:

I concur in the field team's recommendation for an exploration program in the amount of $7,475.

W. F. Dietrich

W. F. Dietrich

FILE COPY
SURNAME:

Commission
Houk
Hutterdorf

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

600

NOV 16 1953

Mr. Al. J. Goodman
Goodmica Mining Co.
P. O. Box 263
Asheville, North Carolina

Re: Docket No. DMEA-3177 - Mica
Murray Mt. Mine
Jackson County, North Carolina

Dear Mr. Goodman:

Reference is made to the Owner's Consent to Lien on the subject property.

It is now mandatory that we use a new form, seven copies of which are enclosed. Please have them executed and returned to this office. We are returning the old forms.

The processing of your exploration application will be resumed upon receipt of the requested data.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosures 13

WCAnderson:gad 11/16/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.B.
11-16-53

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 29 1953

October 26, 1953

Memorandum

To: Operating Committee, D M E A - Washington

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

Subject: Field examination Reports.

Transmitted herewith are four copies of field examination reports with six extra copies of maps on the following:

DMEA-3177, Goodmica Mining Co. North Carolina (mica)

DMEA-3178, Buchanan, Johnson and Buchanan, North Carolina

The field team is in agreement with the recommendations set forth in the reports.

Robert A. Lawrence
Executive Officer, DMEA
Region 7

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

Reviewed by
DMEA OPERATING COMMITTEE
11-2-53
(date)

IN REPLY REFER TO:

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 10 1953

November 3, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3177 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. A. Brobst, U. S. Geological Survey
Applicant: Goodmica Mining Co. - Al J. Goodman, Box 263, Asheville, N.C.
Name of property: Murray Mountain Mine
Location of property: SE slope of Murray Mountain about 1/2 mile SW of Savannah Creek and U. S. Highway 23, or 6.8 air miles S. 23° W. of Dillsboro, Jackson Co., N. C.
Date of field team report: October 27, 1953
Authorship of field team report: K. H. Teague and L. E. Shirley
Field team's recommendation:

Recondition 100' of adit, trim to 5' x 7' timber where necessary; install track at $20/ft.	$2,000.00
10 x 15 tool house	150.00
Powder magazine	50.00
Exploder magazine	25.00
150 feet of 5 x 7 drift at $35/ft.	5,250.00
	$7,475.00

Estimated time: 6 months

Comments:

1. The examiners report that strategic mica might be produced from this mine: the mica is of good ruby quality.

2. The examiners revised the applicant's proposal to include a realistic program of work for exploration of a hitherto unknown property.

ACTION SUGGESTED:

Following field team's recommendation.

D. A. Brobst

D. A. Brobst

Reviewed by
DMEA OPERATING COMMITTEE

(date)

Mr. Carrison

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 29 1953

1/18/54

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

ON

DMEA-3177, MURRAY MOUNTAIN MINE (mica)
Jackson County, North Carolina

BY

Kefton H. Teague, Geologist
U. S. Geological Survey
and
Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

October 27, 1953

Reviewed by
DMEA OPERATING COMMITTEE
11-2-53
(date)

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Field Examination Report
on
DMEA-3177, MURRAY MOUNTAIN MINE (mica)

Applicant: Goodmica Mining Company, c/o Al J. Goodman, P.O. Box 263
Asheville, North Carolina

Only one exposure of pegmatite is available for inspection. Mica around the deposit is of similar quality to that being mined from the nearby Engle Cope Mine, DMEA-2926, Idm-E 516, which is being operated at a profit. The examiners believe that exploration on the subject mine is justified.

The deposit was examined on October 22, 1953. Messrs. L. H. Goodman, Engle Cope, and S. Wilson accompanied the examiners on the inspection which required two hours.

The Murray Mountain Mine is on the southeast slope of Murray Mountain about one-half mile southwest of Savannah Creek and U.S. Highway No. 23. It is 6.8 airline miles S. 23° W. of Dillsboro, Jackson County, North Carolina. Access is possible at all times by jeep.

At present the applicant is successfully operating the nearby Engle Cope mine and appears to be competent to conduct the proposed exploration.

The applicant owns the mineral rights on the property and holds a deed of trust on the surface rights, thus it would appear that they hold adequate interest to the property. Adequate area is covered by their holdings.

The workings, which extend N. 10° W. for 650 feet and over a width of 200 feet, consist of numerous small, shallow open cuts, prospect pits, short drifts, and crosscuts. The largest cut is 75 by 30 feet in plan and 12 feet deep. Recently the lowest adit, which trends N. 20° W., for 60 feet was cleaned out and some work was done in the 40-foot drifts.

The country rock is interlayered mica and feldspathic biotite gneiss, which is schistose near the pegmatite body. Local garnetiferous and kyanitic phases are also present and some layers consist principally of amphibole and garnet. The strike of the foliation averages N. 30° W. and the dip is 65° ENE.

More than one pegmatite may have been prospected in the past. Where exposed in the lowest adit, the pegmatite rambles on strike, but in general is to the northwest with a southwest dip. The pegmatite or pegmatites are irregular in detail shape, and locally are offset by small faults. Quartz cores as much as a foot thick are sometimes present, and in the lowest adit a one-foot core lies near the hanging wall contact of the body. The bodies range in thickness up to about 8 feet. Most of the pegmatite consists of a weathered quartz-feldspar aggregate, some "burr rock," and kaolinized feldspar.

Most of the mica is similar to that now being produced at the Engle Cope

Mine, although somewhat smaller. The majority of the mica is ruby colored, although a small amount with a greenish tint is present. Some of the books are bent and ruled, but most are flat. Books up to 12 inches in diameter are reported, none larger than 5-inches were seen during the inspection.

Part of the applicant's proposal for exploration is valid; other parts are more nearly mining than exploration. The field examiners believe that work from the lowest adit is worthwhile, but the bulldozing is of questionable value. We believe that the adit should be enalrged and reconditioned to the present face (100 feet), then a drift should be driven on the pegmatite for not more than 150 feet. All of the new work will be in unexplored ground.

Estimated Cost:

Recondition 100 feet of existing adit, including trimming to 5' x7', timber where necessary, and install track @ $20.00/ft.	$2,000.00
Tool house, 10' x 15'	150.00
Powder magazine	50.00
Exploder magazine	25.00
150 feet 5' x7' drift @ $35.00/ft.	5,250.00
Estimated Total Cost	$7,475.00

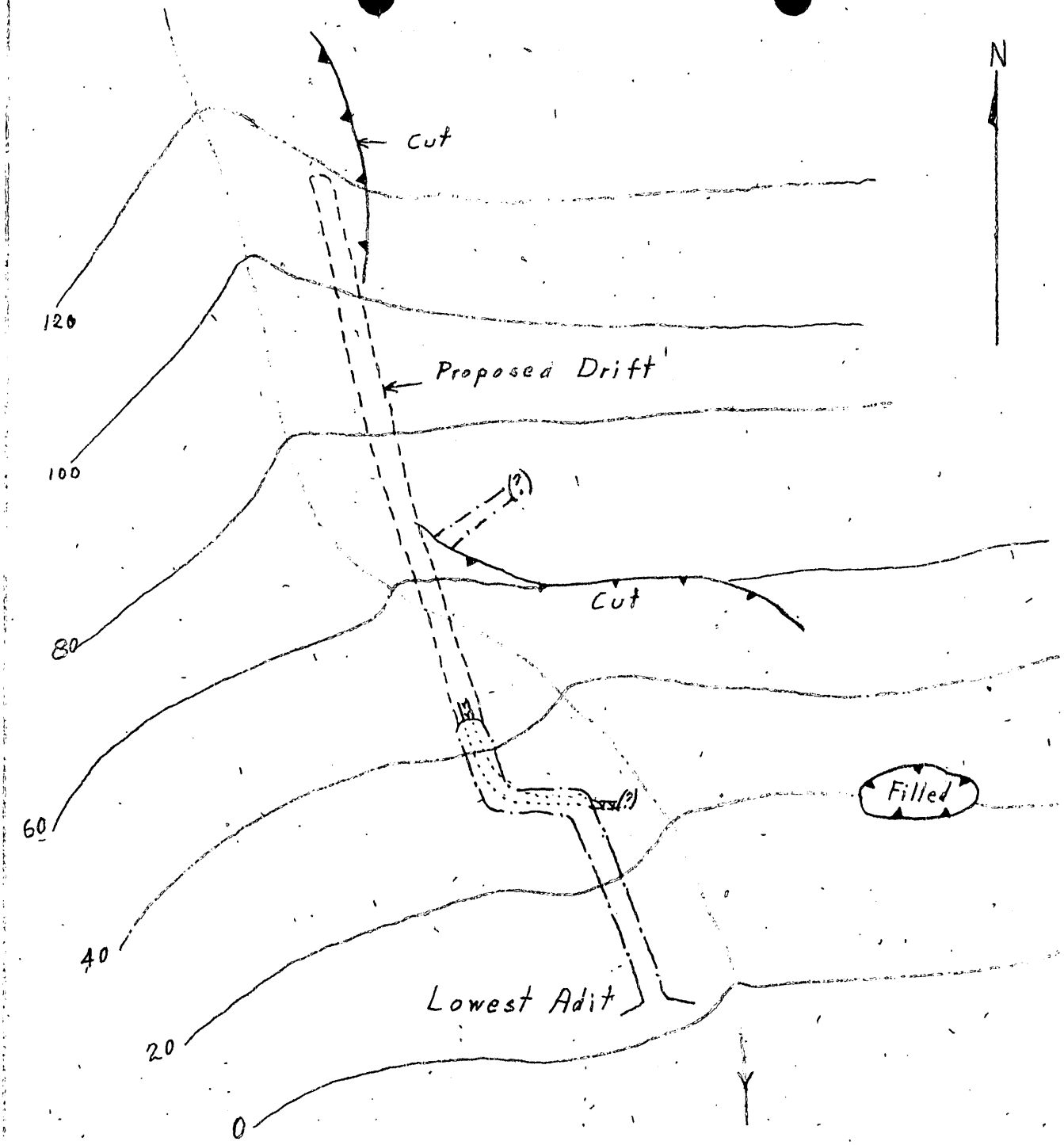
Estimated time required six months.

October 27, 1953

K. H. Teague, U. S. G. S.

Lawrence E. Shirley, U. S. B. M.

zm



Sketch of
Murray Mountain Mine
Jackson Co., N.C.

0 40' 80'
Scale

DMEA-3177 (mica)

FILE COPY
SURNAME:

Anderson
Houk
Hodges
Sheppard
Selfridge

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

600

OCT - 5 1953

Mr. Al. J. Goodman
Goodmica Mining Co.
P. O. Box 263
Asheville, North Carolina

Re: Docket No. DMEA-3177 - Mica
Murray Mt. Mine
Jackson County, North Carolina

Dear Mr. Goodman:

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 further consideration and possibly a field examination.

The Regional Office will contact you at an early date if an examination is to be made. Any assistance that you may give the members of the field team during the examination will be appreciated.

Sincerely yours,

Frank E. Johnson

ACTING Administrator

WCAnderson:gad 10/2/53

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

R.C.S.
10-2-53

FILE COPY
SURNAME:

Anderson
Houk
Selfridge
Johnson

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

OCT - 5 1953

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

Subject: Docket No. DMEA-3177 - Mica
Goodmica Mining Co.
Murray Mt. Mine
Jackson 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 (2/6)
Chairman, Operating Committee

Approved:

J. H. Hedges (2/3)
Member, Bureau of Mines

T. P. Thayer (2/3)
Member, Geological Survey

Enclosures 4

WCAnderson:gad 10/2/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

N.C.G. 10-5-53

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

September 30, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3177, Mica, Murray Mt. Mine, Goodmica Mining Company, Jackson County, North Carolina

Geological Survey (Professional Paper 225, p. 10) tested 15 pieces of mica from subject mine to be 100 percent of E-1 capacitor quality and color was classed as cinnamon brown, generally acceptable as ruby mica. On the basis of this fact, it is recommended the field team investigate this mine for justifying an exploration program.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 28 1953

G-MD-CNM

September 28, 1953

Memorandum

REVIEW OF APPLICATION DMEA-3177 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: Donald A. Brobst, U. S. Geological Survey
Applicant's name and address: Al J. Goodman - Goodmica Mining Co., P. O. Box 263, Asheville, North Carolina.
Name of property: Murray Mountain Mine.
Location of property: Jackson County, North Carolina - near (?) the Engle (Ingle) Cope mine ? which is 7.5 air miles S. 23° W. of Dillsboro, North Carolina.
Summary of applicant's proposal:

1. "Drive on in the tunnel" now 60' long.
2. Bulldozer trenches to get down on the vein.

A 6-month project for total estimated cost of $13,708.

Sources of information on applicant's property:

No information on this property, but application states that this pegmatite is believed to be "on the same lead of the Ingle Cope Mine, now being worked." Report in our file indicates mica from the Ingle (Engel) Cope mine is of good quality and strategic grade.

Comments:

1. The applicants proposal for a 6-month exploration for $13,708 seems costly and out of line.
2. The mica on the nearby property is good, so the property probably should be checked.

RECOMMENDATION:

Refer to the field team for examination.

Donald A. Brobst

Donald A. Brobst

Al J. Goodman, operating as
Goodmica Mining Company
Post Office Box 263
Asheville, North Carolina

September 25, 1953
DMEA-3177
Subject: Exploration Assistance
Re: Murray Mt. Mine

Dear Mr. Goodman:

The receipt of your application dated September 21, 1953, for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3177 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-3177 in any future correspondence relating to your application.

Sincerely yours,

Robert E. Adams
Chief, Operations Control
and Statistics Division

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

September 25, 1953

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number DMEA-3177

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

DMEA -3177 Murray Mt. Mine

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

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

September 23, 1953

Memorandum

To: Operating Committee, D M E A - Washington

From: Executive Officer, DMEA - Region 7

Subject: Application of Al. J. Goodman, d/b/a Goodmica Mining Co. on Murray Mt. Mine, Jackson County, N. C.

Transmitted herewith are 3 copies of subject application received in this office today. There are also transmitted 6 copies of Owner's Consent to Lien. As the applicant is the owner of the minerals rights on this property the Owner's Consent to Lien was not necessary, however, we are sending them.

One copy of the application was retained in this office.

Robert A. Laurence

Robert A. Laurence

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
SEP 25 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-3177
Metal or Mineral
Date Received 9-25-53
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: Al J. Goodman, operating as
Goodmica Mining Co.
P.O. Box 263
Asheville, 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 Land as described in deed, Registered in Book 203 Page 211 Register of Deeds Office, Jackson County, Sylva, N. C.

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

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise Own Mineral Rights, have deed of Trust on Land, Registered in Book 203, Jackson County

(*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. See Book 203, Register of Deeds-Jackson County. Ingle Cope

(*e*) ~~If you own the land, describe any liens or encumbrances on it~~ ETAL to Clare L. & Al J. Goodman

(*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. Very Accessable

(*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. Good

5. *The exploration project.*—(*a*) S[illegible] the mineral or minerals for which you wish [illegible] explore MICA

(*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 10 days and be completed within 6 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.). None

(*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?

[XX] Money [XX] 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 21 Sept, 1953

(Applicant)

By

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

PHONES: 3-6456 - ASHEVILLE, N. C.
206-W - SYLVA, N. C.

The Goodmica Mining Company

P. O. BOX 263
Asheville, North Carolina

6- ESTIMATE OF COSTS : $ 13,708.00

(B). Labor and Supervision
1-Foreman @ $75.00 per week.
1-Drill Man @ $ 60.00 per week.
1-Drill Helper @ $50.00 per week.
3-Muckers @ 44.00 ea. per week.
½ of Supervisors Salary $ 50.00 per week.

Total for Labor and Supervision per week $367.00, Per month $ 1,468.00, 6-Months	8,808.00
Bulldozing, appox. 6 weeks @ 100.00 per day	3,000.00
Gasoline for six months	600.00
Building,	300.00
Contingencies,	1,000.00
	$ 13,708.00

(C) & (D) Equipment and supplies
Bulldozer
Air Compressor
Hoist
Jack Hammers
Drill Steel
Pump, (if necessary)
Gasoline
Dynamite and caps
Tools of all kinds
Wheelbarrows
Pipe
Hose

(F) New Buildings
It will be necessary to build a tool and supply bldg. to cost approx. $300.00

(H) Contingencies
Estimated contingencies, $1,000.00

PHONES: 3-6456 - ASHEVILLE, N. C.
206-W - SYLVA, N. C.

The Goodmica Mining Company

P. O. BOX 263
Asheville, North Carolina

This Mine was worked years ago,last in 1937 Or 1938. The last operator drove a tunnel, and crosscut the vien. He produced quite a quanity of Ruby Mica, but closed down due to the market price. During the war no work was done on this property.
When Mine was first opened, Ingle Cope of Gay, N. C. produced large quanities of the large size of Mica, but due to the shortage of equipment, and the Market price of Mica discontinued operations about 1930.
From time to time it was worked by others.
At present,there is a tunnel going in about sixty(60) feet and the curving Left then Right. Mica is showingin the head of the tunnel. It is our desire to drive on in the tunnel. Then above same and to the right of the tunnel approx. One Hundred Fifty (150) yards,to use Bulldozer and get down to the vein, At this proposed upper cut there is a good showing of Flint and Quartz, and everyone who has worked this in the past report large quanities of surface Mica.Due to the shortage of equipment no depth was ever attained.

It is believed that this vein is on the same lead of the Ingle Cope Mine, now being operated by us.

This Mine can easily be reached by pick-up truck or jeep and good weather by passenger car. Mine is only a fifteen minute walk fron the main highway.

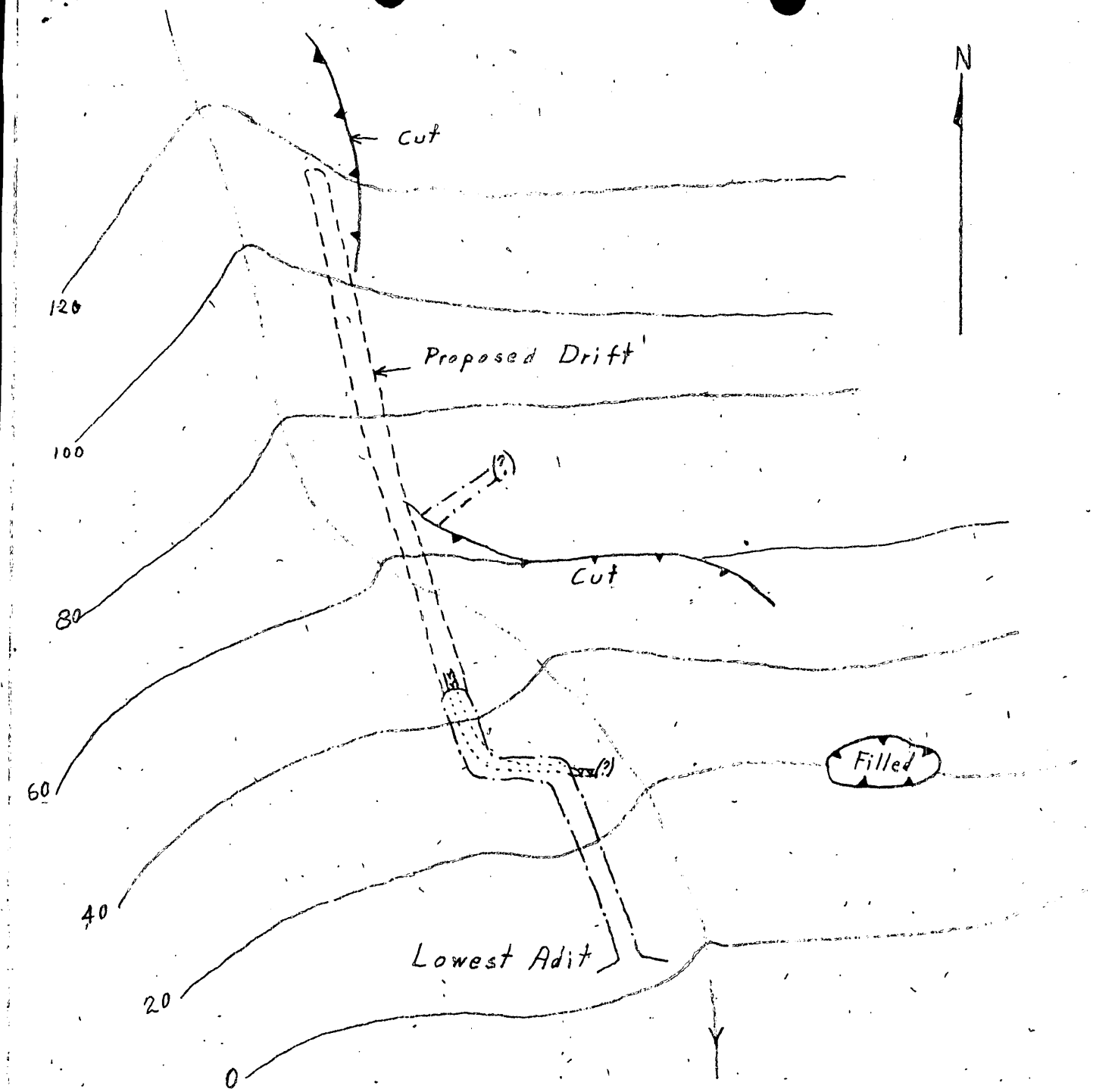
There is plenty of Manpower, and Water Avilable.

Louis H. Goodman who is now operating(as our supervisor)the Ingle Cope Mine and has been our supervisor for the past Thirteen (13) months., and operated the Ingle Cope and other Mines for Three and one half ($3\frac{1}{2}$) years will be in charge of Operations.

No actual work has been done in the tunnel,although when we first bought the Mineral Rights, we timbered the tunnel and did a little Bulldozing expecting to clear off a place for sheds and equipment.

Mica signs in abundance, with good Quartz Ore showing where it is our desire to start bulldozing in order to get down to the vein.

In addition to owning the Mineral Rights we hold a Deed of Trust on the Land,comprising Two (2) tracts of Twenty four (24) acres, more or less.



Sketch of
Murray Mountain, Mine
Jackson Co., N.C.

0 40' 80'
Scale

DMEA-3177 (mica)

DMEA-3177

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
[redacted]

OFFICIAL BUSINESS

2908 Colfax Ave. S.
[redacted]
Minneapolis, Minn.

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PENALTY

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Operating Committee
Defense Minerals Exploration Admin.
Interior Building
Washington 25, D. C.

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