Audited 12/7/54

[redacted]K ANALYSIS SHEET - DMEA PROJECT[redacted]

☐ Actual Cost

☐ Certified

Analysis as of 12/20/54
Incl. Voucher for Oct. 1954

☑ Agreed Unit Costs

ame E.B. Duvall, F.S. Myers, W.A. Myers, + Paul S. Mecker

Docket No. 3285

State No. Carolina

Commodity Mica

Idm-E No. 682

OPERATION	AUTHORIZED Units	AUTHORIZED Cost	COMPLETED Units	COMPLETED Cost	NET COST
Drifting & Crosscutting	80 Ft.	$2,800.00	77.5 Ft.	$2,712.50	$2,712.50
Raising					
Shafts	38 Ft.	$1,900.00	33 Ft.	$1,650.00	$1,650.00
Winzes					
Drilling (Specify)					
Surface Excavation					
Underground Excavation					
Roads and Trails					
Operating Equipment Purchased					
Surface Rehabilitation & Repairs					
Underground Rehabilitation					
New Building, Improvements, etc.					
Other (Specify)					
Totals		$4,700.00		$4,362.50	$4,362.50

Prepared by Walter E. Anderson

71626

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

E. B. Duvall, F. S. Myers,
W. A. Myers & Paul S. Meeker
Route 3, Deaverview Road
Asheville, North Carolina

pertaining to Exploration Project Contract No. Idm-2682, Docket No. DMEA-3283, including Amendment No. 1, for the months of August, 1954 to October 1954, inclusive, covering a project for the exploration of mica on property known as the Bryson No. 2 Mine, located in Macon County, North Carolina.

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

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

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

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

Total cost as billed by Contractor		$4,362.50
Exceptions:		
By DMEA Finance Officer	$ -0-	
Herewith	-0-	-0-
Total Accepted Cost		$4,362.50

The contract calls for a 75 percent participation of exploration expenses by the United States Government. Therefore, payment to the contractor by the Government in the amount of Three thousand two hundred seventy-one and 88/100 Dollars,

$3,271.88

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

E. D. Talbert, Auditor

December 7, 1954

DIVISION COPY

Defense Minerals Administration
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EXPLORATION PROJECT CONTRACT

DUVALL, MYERS, MYERS & MEEKER, Partners

Docket No. DMEA-3285

AMENDMENT NO. 1

Contract Idm-E 682, Docket No. DMEA-3285 dated July 8, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and E.B. Duvall, F. S. Myers, W. A. Myers and Paul S. Meeker, a partnership, hereinafter called "Operator" is hereby amended as follows:

In Exhibit "A", Description of the Work, under item 2, delete the words "the bottom of" from the first line. This item now reads, "From the shaft, drive 80 feet of drift and/or crosscut on the pegmatite."

"This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be required to pay, nor the amount of any item designated as 'Allowable maximum'.

Dated: September 27, 1954.

By: Paul S. Meeker
Paul S. Meeker, Partner

By: E B Duvall
E. B. Duvall, Partner

By: F S Myers
F. S. Myers, Partner

By: W A Myers
W. A. Myers, Partner

THE UNITED STATES OF AMERICA

By: Robert S. Lawrence
Executive Officer, DMEA
Field Team, Region VII

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 3205

COMMODITY Mica

IDM - E 682
Division copy

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

EXPLORATION PROJECT CONTRACT[1]
(Short Form)

IT IS AGREED this 8th day of July, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] E.B. Duvall, F.S. Myers, A. Myers and Paul S. Meeker, a partnership, c/o Paul S. Meeker, Route 3, Deaverview Road, 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 Macon, described as ~~XXXX~~: set forth in Annex I

the Operator represents and undertakes:[4]

[redacted] the [redacted]:

(*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 Five(5) 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 75 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 $3,525.00, which is 75 percent of $4,700.00, 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

C. B. Truall — Partner

F. S. Myers — Partner

By W. H. Myers — Partner

Paul S. Meeker — Partner

By C. Mitchell Dow
Administrator, Defense Minerals Exploration Administration

Ontin
Hoffhund
Hirsch
Talbert

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
E. B. DUVALL, F. S. MYERS, W. A. MYERS
AND
PAUL S. MEEKER, A PARTNERSHIP
DOCKET NO. DMRA-3005

ANNEX I

The land referred to in Article 2 of the contract form and in Annex II is known as the Bryson No. 2 Mine and was leased for mining purposes to E. B. Duvall, F. S. Myers, W. A. Myers and Paul S. Meeker, a partnership by Carr Bryson and wife Frances Bryson, by an instrument dated April 30, 1954. The land is located on the south side of the Cowee Creek Road about one-half mile east of West Hill Post Office, 5.6 air-line miles N. 14° W. of Franklin, Macon County, North Carolina, and is described as follows:

"Beginning at an iron stake located at the junction of a branch (small, un-named) with the Cowee Road, said junction being located approximately 150 feet Northwest from Carr Bryson's Homeplace; runs in a Southwesterly direction along the South margin of said road 45 poles to a stake located at said edge of road; thence South 0 degrees W 36 poles up a slope to a stake; thence Due East 40 poles to a stake; thence North 0 degrees East 55 poles to the BEGINNING Corner; containing 6 acres, be the same more or less."

EXPLORATION PROJECT CONTRACT
E. B. DUVALL, F. S. MYERS, W. A. MYERS
AND
PAUL S. MEEKER, A PARTNERSHIP
DOCKET NO. DMEA-3285

ANNEX II

The following provisions are in lieu of Article 6 :

Repayment by Operator.--a. Certification.--If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered 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. Royalty on production.--The Operator, as principal, if the Operator is the producer, or as surety, if the Operator is not the producer, shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

c. Basis for computation.--The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f.o.b. point); except, that charges of the buyer arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by the buyer, sampling and assaying to determine the value of the production sold, and freight paid by the buyer to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling or assaying, or transportation, performed or paid by the

Operator or by anyone other than the buyer, are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent) applied to the raw ore or other production after it is extracted from the ground, to put it into a commercially marketable form; excluding fabricating or manufacturing.

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

e. Percentages of royalty.--The percentages of the Government's royalty shall be as follows:

> One and one-half ($1\frac{1}{2}$) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half ($\frac{1}{2}$) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.
>
> (For instance: the royalty on an amount of five dollars ($5.00) per ton, would be one and one-half ($1\frac{1}{2}$) percent; on an amount of ten dollars ($10.00) per ton, three and one-half ($3\frac{1}{2}$) percent.)

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

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

h. No obligation to produce.--Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

i. Government not obligated to buy.--Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

EXPLORATION PROJECT CONTRACT
E. B. NUVILL, F. S. MYERS, W. A. MYERS
AND
PAUL S. MERKER, A PARTNERSHIP
DOCKET NO. DMEA-3285

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 Bryson No. 2 Mine, Macon Co., N.C. DMEA-3285(mica)," as follows:

1. Deepen existing 12-foot shaft an additional 38 feet to the 50-foot level.

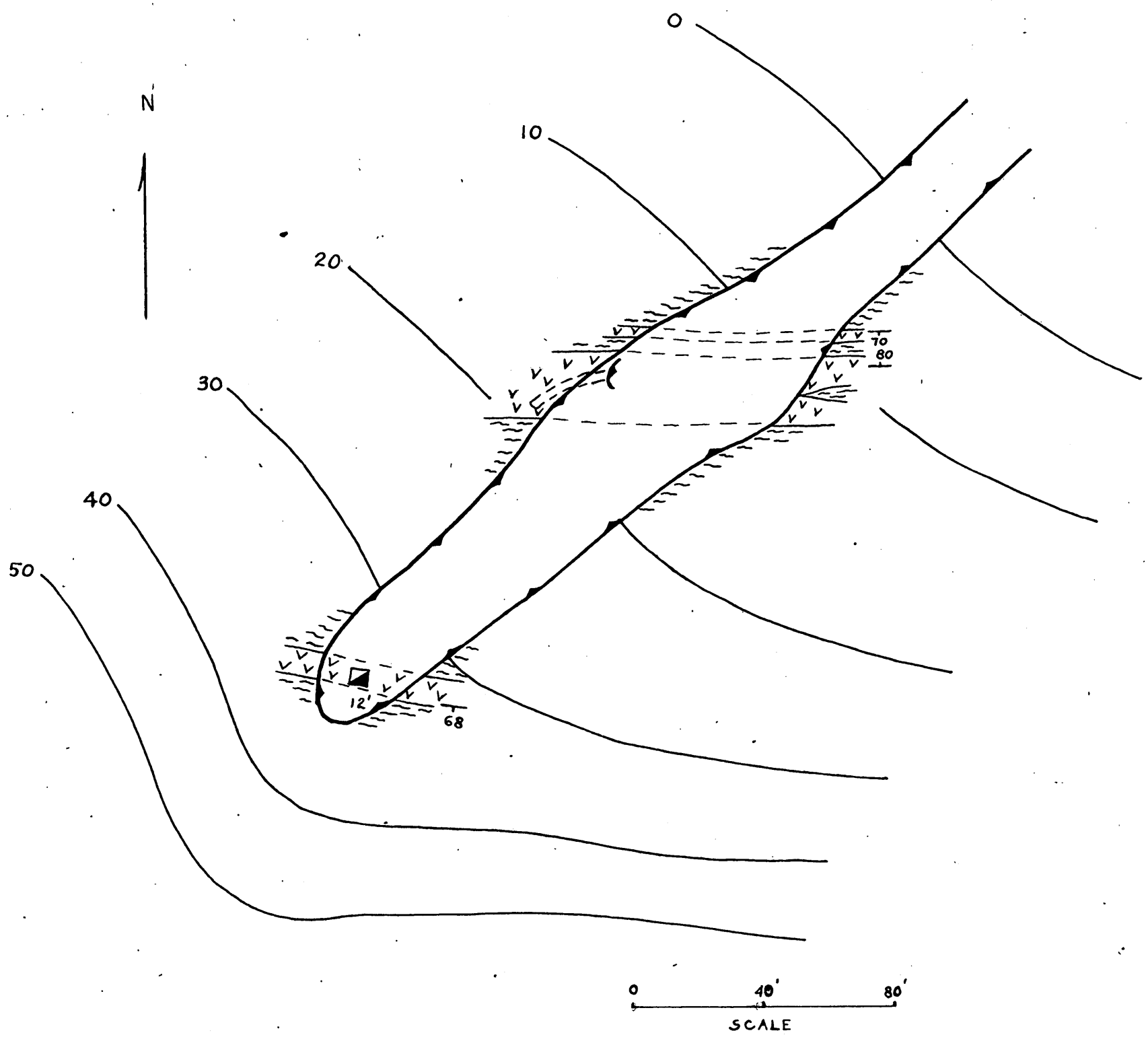
2. From the bottom of the shaft drive 80 feet of drift and/or crosscut on the pegmatite.

   The shaft and the drift and/or crosscut shall have cross-sectional dimensions of 5 feet by 7 feet in the clear of timber, and shall be timbered where necessary.

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

Agreed Unit Costs

Sinking 38 feet of shaft @ $50.00/ft.	$1,900.00	
Driving 80 feet of drift and/or crosscut @ $35.00/ft.	2,800.00	
AGREED ESTIMATED TOTAL COST OF PROJECT		$4,700.00
GOVERNMENT PARTICIPATION AT 75%		$3,525.00



SKETCH OF
BRYSON #2 MINE
MACON CO., N.C.

DMEA-3285 (mica)

UF-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 Macon, described as follows: 1/ "Beginning at an iron stake located at the junction of a branch (small, un-named) with the Cowee Road, said junction being located approximately 150 feet Northwest from Carr Bryson's Homeplace; runs in a Southwesterly direction along the South margin of said road 45 poles to a stake located at said edge of road; thence South 0 degrees W 36 poles up a slope to a stake; thence Due East 40 poles to a stake; thence North 0 degrees East 55 poles to the BEGINNING Corner; containing 6 acres, be the same more or less."

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/ B. B. Duvall, F.S. Myers, V.A. Myers and Paul S. Meeker, a partnership, c/o Paul S. Meeker, Route 3, Deaverview Road, Asheville, North Carolina

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 production 3/ 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 15 day of July, 1954.

Carr Bryson [Seal]

Frances Bryson [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 (including any bonuses), 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.

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

Project Summary Report

By: Walter C. Anderson June 16, 1955

1. Docket No. DME -3285 - Mica
Contract No. Idm-E682
Bryson No. 2 Mine
Mason County, North Carolina

Operators: E.B. Duvall, F.S. Myers, W.A. Myers and Paul S. Meeker
C/o Paul S. Meeker
Route 3, Deaverview Road
Asheville, North Carolina

Application: Form MF-103 (April 1952) received March 22, 1954.
Work proposed - 50 feet of shaft and 30 feet of drift.
Amount requested - $5,700.00

Operator's property rights -
Lease on the Bryson property covering 6 acres for 12 months with op option to renew dated July 13, 1953.
Owner's consent to lien dated July 15, 1954.

2. Contract - Form MF-200A (February 1952) dated July 8, 1954.
Work authorized:

38 feet of shaft @ $50.00/ft	$1,900.00
80 feet of drift and/or crosscut @ $35.00/ft	2,800.00
Total agreed unit cost	$4,700.00
Government participation @ 75%	$3,525.00

Amendments - No. 1 September 27, 1954 Allows drifting from any level in shaft instead of just from the bottom.

Work completed:

33 feet of shaft @ $50.00/ft	$1,650.00
77.5 feet of drift @ $35.00/ft	2,712.50
Total accepted cost	$4,362.50
Government participation @ 75%	$3,271.88

Work began August 2, 1954 and completed October 18, 1954.
Field Team Final Report received December 9, 1954.
Operator's Final Report received December 9, 1954.
Production: 500 pounds of "mine-run" mica from which 8.93 pounds trimmed sheet mica was sold for $108.37.

Royalty - 5% of $108.37, or $5.42 is due the Government as of March 4, 1955.
No equipment was purchased under the contract.

3. Audit - Certificate issued December 7, 1954.

Accepted cost	$4,362.50
Government participation	$3,271.88

4. Certification of discovery - none issued

5. Comments:

How conducted - All work in which the Government participated is acceptable. Contract work not done amounts to 5 feet of shaft and 2½ feet of drift. For all practical purposes the project was completed.

Operation - Good

Engineering - Reporting by Operator was acceptable.

Geological prospice - The premise that an east-west conformable zoned pegmatite would continue in depth did not materialize, as the pegmatite was displaced by several close-spaced, parallel faults.

Geological Criteria upon which work was based:

1. Conformable zoned pegmatite 8½ feet thick with a quartz core 4 feet thick.
2. Mica concentration along both hanging and footwall of the pegmatite.
3. Mica - up to 5 inches across, ruby, hard, clear and splits well.

Criteria developed during project:

1. Pegmatite displaced by faults.
2. Mica: broken and warped by post-pegmatite movement.

Future possibilities - Additional exploration work is not warranted.

Recommendations - The Nonmetallic Minerals Division concurs in Field Team's recommendation not to certify the project. The commodity members of the Geological Survey and Bureau of Mines concur.

WCAnderson:pk 8/5/55
Copy to: Admr. R. File
Resident
Mr. Houk
Mr. Anderson

Walter C. Anderson, Mining Engineer

[illegible]

JUN 17 1955

Mr. [illegible] A. [illegible]
Route 3
[illegible] Ville, North Carolina

Re: Contract No. [illegible] - Mica
[illegible] S. Parker, et al.
Bryson #2 Mica
[illegible] County, North Carolina
Contract No. [illegible]

Dear Mr. Parker:

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

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

Your interest in the [illegible] exploration program and participation thereof are fully appreciated.

Sincerely yours,

Frank E. Johnson
ACTING Administrator

WC Anderson:mk 6/16/55
Copy to: Admr. R. File
Docket
Mr. Chambers
Mr. Dietrich, 9061
Mr. Kilingsgard, 5822
Field Team, Region 7 (...)
Mr. Hook
Mr. Carr Bryson and Mrs. Frances Bryson (attached to Field Team copy for forwarding

Project Summary Report

By: Walter C. Anderson June 16, 1955

1. Project No. DMEA-328S-Mica

Contract No. Adm. E682

Bryson No. 2 Mine

Macon County, North Carolina.

Operators: E.B. Duvall, F.S. Myers, W.A. Meyers and Paul S. Meeker
c/o Paul S. Meeker
Route 3, Deerview Road
Asheville, North Carolina.

Application: Form MF-103 (April 1952) received March 22, 1954
Work proposed - 50 feet of shaft and 80 feet of drift.
Amount requested - $5700.00

Operators' property rights -
Lease on the Bryson property covering 6 acres for 12 months with option to renew dated July 13, 1953.
Owner's Consent to Lease dated July 15, 1954.

2. Contract - Form MF-200 (A) (February 1952), dated July 8, 1954.
Work authorized:

38 feet of shaft @ $50.00/ft.	$1900.00
80 feet of drift and/or crosscut @ $35.00/ft.	2,800.00
Total agreed unit costs	$4700.00
Government participation @ 75%	$3,525.00

Amendments - No. 1 - 9/27/54. Allows drifting from any level in shaft instead of just from the bottom.

Work completed:

33 feet of shaft @ $50.00/ft.	$1650.00
77.5 feet of drift @ $35.00/ft	2712.50
Total accepted cost	$4362.50
Government participation @ 75%	$3,271.88

Work began August 2, 1954 and completed October 18, 1954.
Field Team Final report received December 9, 1954.
Operator's Final report received December 9, 1954
Production: 500 pounds of "minus" mica - from which 8.93 pounds trimmed sheet mica was sold for $108.37
Royalty - 5% of $108.37, or $5.42 is due the Government as of March 4, 1955.
No equipment purchased under contract.

3. Audit - Certificate issued December 7, 1954

Accepted cost	$4,362.50
Government participation	3,271.88

4. Certification of Discovery - None issued.

5. Comments -

How conducted - All work in which the Government participated is acceptable. Contract work not done amounts to 5 feet of shaft and 2½ feet of drift. For all practical purposes the project was completed.
Operation - Good.
Engineering - Reporting by Operator was acceptable.
Geological premise - The premise that an east-west conformable zoned pegmatite would continue in depth did not materialize, as the pegmatite was displaced

by several close-spaced, parallel faults.

Geological Criteria upon which work was based:

1. Conformable, zoned pegmatite $8\frac{1}{2}$ feet thick with a quartz core 4 feet thick.
2. Mica concentration along both hanging and footwall of the pegmatite.
3. Mica - up to 5 inches across, ruby, hard, clear and splits well.

Criteria developed during project:

1. Pegmatite displaced by faults.
2. Mica: broken and warped by post-pegmatite movement.

Future possibilities. Additional exploration work is not warranted.

Recommendations - The Nonmetallic Minerals Division concurs in field team's recommendation not to certify the project. The committee members from the Geological Survey and Bureau of Mines concur.

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

April 11, 1955

Memorandum

To: Helen Miller, Ass't Admin. Officer - Region 5, Knoxville-Norris

From: Executive Officer, DMEA - Knoxville - Region 5.

Subject: Royalty Payment on Idm-E682, DMEA-3285 (mica) K. B. Duval, et al
Bryson No. 2 Mine, Macon County, N. C.

Transmitted is a check in the amount of $5.42, as royalty payment on $106.37 worth of mica produced during the exploration on the subject contract.

No sale slips accompanied the check.

Robert A. Laurence

WAB/sm.
cc:
Lynch
Mittendorf
Paul Meeker
Allsman
Files

IN REPLY REFER TO:

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

January 14, 1955

DMEA Docket 3885 (Mica)
Bryson No. 2 mine
Macon County, N. C.
Contract Ibs-3602

Memorandum

To: Mr. L. G. Hook, Chief, Nonmetallic Minerals Division, Defense Minerals Exploration Administration

From: Thor H. Kiilsgaard, U. S. Geological Survey

Subject: Review of Field Team Final Report

Exploration completed under the project consisted of deepening an existing shaft a distance of 33 feet and driving a total of 77.5 feet of drifts on two levels from the shaft.

The project was designed to explore an east-trending, conformable, zoned pegmatite. Exploration found the pegmatite to be discontinuous and to be displaced by several close-spaced, parallel faults. Additional exploratory work on the property is not recommended by the Field Team.

About 500 pounds of badly crushed and warped "mica-rich" mica was recovered during the course of project work, which was not of strategic quality.

The Field Team concludes that no significant amount of strategic mica was found by project work and recommends that no certification of discovery be issued to the operator. I concur with the Field Team recommendations.

Thor H. Kiilsgaard
Geologist

THKiilsgaard:hlm
G-1/14/55

Copy to: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
W. F. Dietrich, 3061 Interior

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 28 1954

December 27, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Donald R. Irving, Acting for
Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3285 (mica)

Applicant: Paul Meeker

Name and Location of Property: Bryson No. 2 Mine
Macon County, North Carolina

Contract Number: Idm-E 682

Date of Field Team Final Report: December 7, 1954

Date Rec'd. by Ceram. & Fert. Mat. Br.: December 14, 1954

Field Team Recommendation:

1. No certification.

Comments:

1. About 9 pounds of strategic mica was sold to GSA.

2. Reserves of mica are negligible.

3. Expenditures -

Total approved	-	$4,700.00
Total cost	-	4,362.50
Gov't. share	-	3,271.88
Value of production during operation	-	108.37

Recommendation:

I concur in the field team's recommendation to deny certification.

SIGNED

Donald R. Irving

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

COPY

~~WASHINGTON 25, D.C.~~

Room 13, Post Office Bldg.
Knoxville 2, Tenn.

December 7, 1954

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Final Field Team and Operators Reports:
DMEA-1251, Idm-E 669 (mica)
✓DMEA-3285, Idm-E 682 (mica)

Enclosed are four copies each of the Field Team and Operator's final report on the subject exploration contracts.

We agree, in both cases, with the recommendation that certification should not be issued.

/s/ Robert A. Laurence

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

RAL/mm
cc:
Beck
Lynch
Files

Reviewed by
DMEA OPERATING COMMITTEE
12-13-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT BY FIELD TEAM
DMEA REGION VII

On

DMEA-3285, BRISON No. 2 MINE (mica)
Franklin, Macon County, N. C.

BY

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

and

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

December 7, 1954

Reviewed by
DMEA OPERATING COMMITTEE

12-13-54
(date)

FINAL REPORT
On
BRYSON # 2 MINE- DMRA-3885 (mica)
Idm-R 682.

Operators: E. B. Duvall, F. S. Myers, W. A. Myers and Paul Meeker.
c/o Paul Meeker, Route # 3, Deaverview Rd. Asheville, N. C.

Location: On the south side of Cowee Creek Road, about 1/2 mile east of West Mill Post Office, and 5.6 airline miles N. 14° W. of Franklin, Macon County, N. C.

Work completed under the contract consisted of deepening an existing vertical shaft an additional 33 feet and driving 77.5 feet of laterals from this shaft. Most of the mica discovered by this work was badly broken and warped by post-pegmatite movement and not of strategic quality; thus, no certification of discovery should be issued. No additional exploratory work is warranted.

Work began on this project August 2, 1954 and was completed October 18, 1954. An existing 12-foot shaft was deepened to a depth of 45 feet and timbered. From the 45-foot level a drift was driven 13.5 feet in a N. 20° E. direction. As the mica was badly broken by movement on this level, the shaft was floored at the 30-foot level and a 64-foot drift was driven eastward.

A zoned pegmatite that is essentially conformable is present in the shaft and laterals. Its strike varies between N. 70° E. and N. 70° W. and dips from about 70° to the south at the surface to 80° to the north at the 30-foot level. The body consists of a discontinuous quartz core up to 3 feet thick enclosed by a zone of coarse-grained kaolinized potash feldspar, quartz, and sparse muscovite 0-3 feet thick. In places the latter zone appears laterally to take the place of the quartz core. An outer zone 2-4 feet thick of medium-grained kaolinized feldspar, quartz and muscovite encloses the two central zones. The pegmatite is displaced by several closely spaced parallel faults. The strike of the fault planes are parallel to the pegmatite but the dips consequents the body centaly, being 45-60° to the north.

About 500 pounds of "mine-run" mica were recovered during the work spot from the shaft at about 25 feet from the collar. All the mica obtained from the laterals was badly cracked and warped and not of strategic quality. A total of 8.93 pounds of trimmed sheet mica worth $108.37 was sold to the Spruce Pine Depot.

No significant reserves of strategic mica were developed by work under this contract.

Expenditures:	(a)	Total approved	$4,700.00
	(b)	Total cost of project	4,362.50

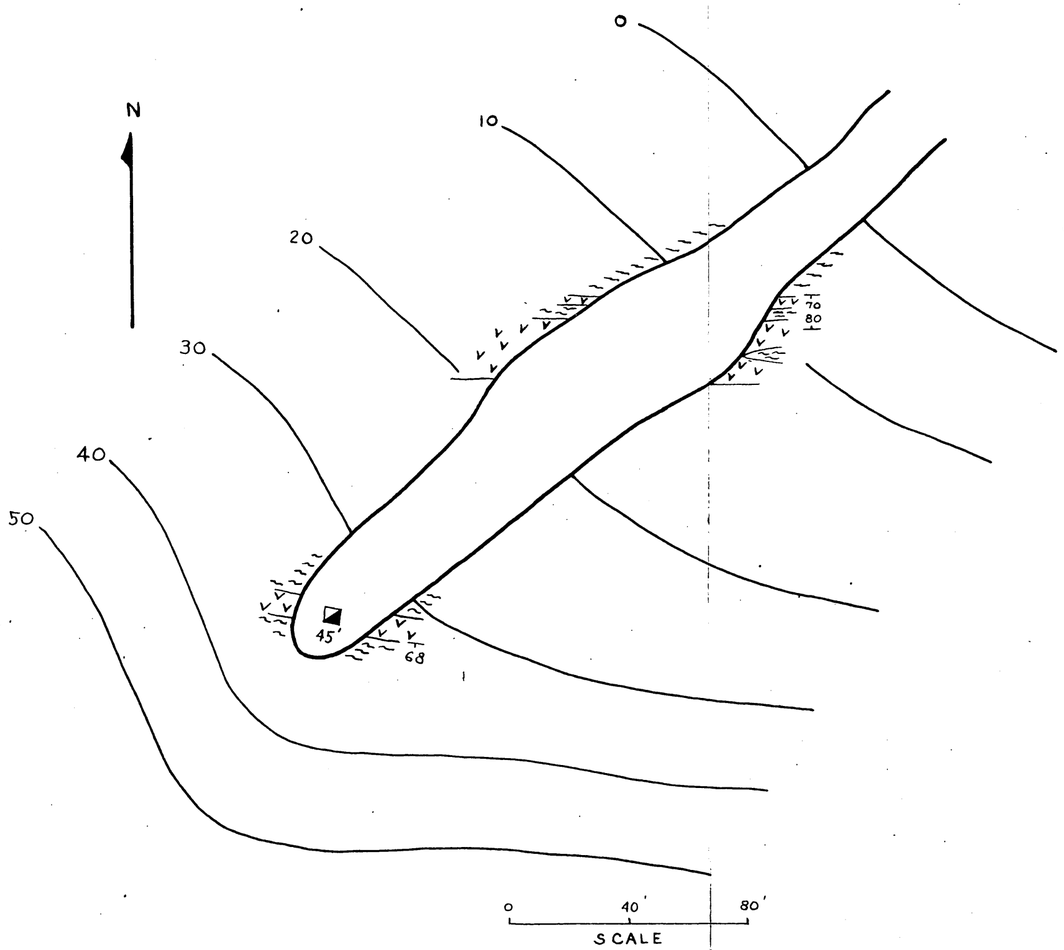
(c)	Government's share of cost	$3,271.88
(d)	Government's share unexpended	253.12
(e)	Value of production during operation	108.37

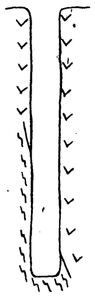
The operation was conducted in a satisfactory and efficient manner. No equipment was purchased under the contract.

December 7, 1954.

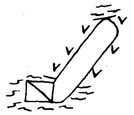
K. H. Teague and D. H. Ames, Geologists
U. S. Geological Survey

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

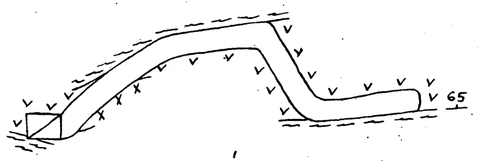




SECTION A-A'



PLAN 45'-LEVEL



PLAN 30'-LEVEL

0 20' 40'
SCALE

SKETCH OF
BRYSON #2 MINE
MACON CO., N.C.

DMEA-3285 (mica)

Will Conclude

C
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P
Y

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

December 7, 1954

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Final Field Team and Operators Reports:
DMEA-3251, Idm-E 669 (mica)
DMEA-3285, Idm-E 682 (mica)

Enclosed are four copies each of the Field Team and Operator's final report on the subject exploration contracts.

We agree, in both cases, with the recommendation that certification should not be issued.

Robert A. Laurence

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

November 22, 1954

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

Re: DMEA-3285, Idm-E 682 (mica)
Bryson No. 2 Mine, Macon County

Dear Mr. Laurence:

Please accept the following as the final engineering and geological report of the above contract:

FINAL REPORT

Date of Contract Completion: October 18, 1954

Summary of Work Completed:

Deepening of Shaft:
Authorized by Contract: 38 feet
Actually completed: 33 feet

Drifting:
At bottom of shaft: 13.5 feet
16ft level in shaft: 64. feet

(Total authorized was 80 feet)

Contract not completed (5 ft of shaft and 2.5 fet of drift) because of instructions from Government Engineers.

Mica Sales: 8.93 lbs for a total sales price of 108.37 - Mica was sold unworked for 50% of sales price above. Mica was cut and graded by A. W. Moore. Invoice Mr. Moore received from sale is attached.

Reserves:
At time work was ceased there were no reserves of ore in sight and vein and other workings did not show any signs of the possibility of ore reserves.

Respectfully submitted,

Paul S. Meeker

Paul S. Meeker, Ed Duvall, F. S. Myers
and W. A. Myers, Partners
c/o Paul S. Meeker
Route # 3
Asheville, N. C.

RECEIVED
NOV 26 1954
U. S. Geological Survey
Geologic Division
Knoxville, Tenn.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

OFFICE OF
REGIONAL DIRECTOR

SOUTHEASTERN REGION
REGION VII
HAMILTON BANK BUILDING

POST OFFICE BOX 1909
KNOXVILLE, TENNESSEE

December 3, 1954

Memorandum

To: J. L. Chambers, Defense Minerals Exploration Administration, Interior Building, Washington 25, D. C.

From: Administrative Officer, Region VII, Knoxville, Tennessee

Subject: Monthly Report and Voucher

We are enclosing two copies of the following monthly report and voucher:

Ida-E-682 Ed. Duval, et al - partnership
DMEA Docket No. 3285
3rd and Final payment - month of October
Termination Date: 10/18/54
Amount $840.00

Helen Miller

Attachments
/hm
Copies to W. A. Beck
R. A. Lawrence
Region Files
Day Files

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

Budget Bureau No. 42-R1036.5

Final

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K- 24

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of OCTOBER 4 Docket No. DMEA 3285 IDN E 682

Operator's Name Ed Duvall et al c/o Paul W. Meker Contract No. 10a

Address Route # 3, Asheville, N. C. Minerals

Contract Amount, $ 4,700 Government Participation: 75 % Amount, $ 3525.

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting 32 ft	1,120.	1592.50	2712.50			
Drifting Shaft		1650.00	1650.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS		3242.50	4362.50	1,120.00	3,242.50	4,362.50

RECEIVED NOV 22 1954 U. S. BUREAU OF MINES Reg. VII Administrative Office Asheville, N.C.

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

Date Nov 1, '54 *Payee Ed Duval, et al -partnership

Per Paul Meker Title Partner

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

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

(Instructions on reverse)

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

$ 840.00

Signature Helen R. Miller
(Authorized Certifying Officer)

Date NOV 29 1954 Vou. No. 92
(See other side)

3v7

Ten: 10/18

280-00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. John-E682 in accordance with the terms of the contract.

Signature Lawrence E. Shurley Title Mining Engr. U.S.B.M. Date Nov. 16, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature [illegible] Title ACTING EXECUTIVE OFFICER DMEA REGION VII Date NOV 26 1954

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Defense Minerals Exploration RECEIVED DEC 6 1954

Month of October 1954 Docket No. DMEA 3265 Contract No. DMS-S 682
Operator's Name Duvall et al c/o Paul Meeter Minerals Mica
Address Route # 3, Asheville, N. C.

OPERATION	Unit	Costs This Month	Units This Month	Costs to Date	Units to Date	Unit Costs to Date	Authorized by Contract: Units	Authorized by Contract: Unit Costs
Drifting	ft	1120.	32	2712.50	77.5	35.00	00	35.00
Crosscutting								
Raising								
Shafts	ft	-	-	1650.00	33	50.00	30	50.00
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Total Distributed Costs		1120.		4362.50				Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
Total Costs		1120.		4362.50				

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

Remarks:

Date Nov. 1, 1954 Operator Ed Duvall et al-partnership

Per Paul S. Meeter Title Partner

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

RECEIVED
NOV 26 1954

GPO 872894

OPERATORS
MONTHLY PROGRESS REPORT
for the
Month of October, 1954

Date Work Began: 8/2/54
DMEA No. 3285
IDM-E- 682

Daily Notes

October:

1. Worked in drift at 16 ft level, consisting of timbering, mucking out
4. Continued to muck out, some drilling and shooting, in drift.
5. Same as yesterday, total distance now 42 ft.
6. Continued work in drift at 16 ft level. No signs of improvement at today's work.
7. Drilling, shooting, mucking out.
8. Timbered, and continued work in drift.
11. Drilled and shot - work in drift slow at this stage.
12. Mucked out. Total distance in this drift now approx. 50 feet.
13. Continued working in vein in drift at 16 ft level of shaft.
14. Drilled shot and mucked out, cleaned new distance and did some timbering.
15. Continued work in drift, shows no promis at this stage. Total distance now 64 feet.
18. Inspected by Mr. Teague and Mr. Amos of DMEA, It was their opinion that the remaining 2.5 ft of ~~shaft~~ drift as per contract would be of no avail, and instructed that work upon contract be terminated. Drift shows no promise and work in same terminated in same at the 64 ft. mark. Contract terminated, also.

NOV 5 - 1954

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

Subject: Docket No. DMEA-3285 - Miss Paul S. Meeker, et al.
Bryson No. 2 Mine
Macon County, North Carolina
Contract No. Idm-E682

Dear Mr. Laurence:

Reference is made to Field Team's Interim Report of October 18, 1954, recommending that the remaining footage of the contract, five feet of shaft and 2.5 feet of drift, not be expended if the Operators are in agreement.

We concur in this recommendation and advise that the contract may be considered completed because substantially all the work has been finished.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

E. L. Newcomb

Member, Geological Survey

WCAnderson:gad 11/4/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

November 4, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 1 - Docket No. DMEA-3285 - Mica
Paul S. Meeker, et al.
Bryson No. 2 Mine
Macon County, North Carolina
Contract No. Idm-E682

The Nonmetallic Minerals Division concurs in Amendment No. 1 to the subject contract as written and executed in the field. Instead of drifting from the bottom of the shaft as stipulated in the contract, this amendment provides for drifting from any point of the shaft.

This was necessary because of extensive shearing and faulting at the bottom of the shaft.

W. C. Anderson
Nonmetallic Minerals Division

WCAnderson:gad 11/4/54
Copy to: Admr. R. File
Mr. Houk

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 1 5 1954

October 29, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region VII

Subject: DMEA-3285, Duvall, Myers, Myers & Meeker (mica) AMENDMENT No. 1

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

This amendment was necessary because of extensive shearing and faulting at the original level turned off. It was necessary to turn off another level at a higher elevation.

Wm. A. Beck

ZM.
cc:
Beck
Lynch
Files
Opr. Com.

INTERIM REPORT

DMEA-3285, Idm-E 682 (mica) BRYSON No.2 MINE

Operator: E. B. Duvall, Myers, Myers and Paul S. Meeker, c/o Paul S. Meeker
Route #3, Asheville, N. C.

Location: On the south side of Cowee Creek Road, about 1/2 mile east of West Mill Post Office, 5.6 airline miles N. 14° W. of Franklin, Macon County, North Carolina.

A total of 77.5 feet of lateral work has been completed on this contract to date; 13.5 feet on the 45-foot level and 64 feet on the 30-foot level. Work completed since the last interim report consists of an 8-foot crosscut to the south wall of the pegmatite and a 15-foot drift eastward along the south wall. Material encountered consisted of a thin quartz core flanked by kaolinized potash feldspar and associated small badly broken and sheared muscovite. The true thickness of the pegmatite cannot be obtained because of displacements along several parallel faults.

The Operator was advised by the field examiners to discontinue work under the contract. It is recommended that the footage remaining on the contract (5 feet of shaft and 2.5 feet of lateral) not be expended.

Inpsection date: October 18, 1954.

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

INTERIM REPORT

Minerals Administration
RECEIVED
OCT 18 1954

[illegible] (mica) METHOD NO. 2 MINE

OPERATOR: R. B. Duvall, F. S. Myers, W. A. Myers and Paul S. Meaney, c/o Paul S. Meaney, Route #8, Asheville, N. C.

LOCATION: On the south side of Seven Creek Road, about 1/2 mile east of West Mill Post Office, 5.6 airline miles N 16° W of Franklin, Macon County, N. C.

Drifting is underway from a new level on this contract and considerable progress has been made since the last visit. Instructions were given concerning future work.

Turnoff has been made from the 30 ft. shaft level to the northeast and 41 ft. of level work has been accomplished in pegmatite material. 20 ft. of drift was driven in a N 35° E direction and the additional 21 feet was driven 570° E. The body was followed for the entire distance and the present face shows about 5 feet of pegmatite. Instructions were given for driving a crosscut to the south in order to define the thickness of the body and also to locate a possible mica sheet between the present point and the south wall. A massive quartz core is exposed near the point of turnoff which extends for about 15 feet. With the exception of this core most of the material is composed of kaolinized feldspar and small broken mica. At least 5 zones of movement were observed along the drift walls.

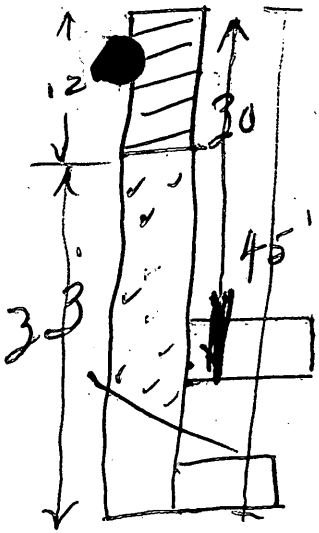
The operator was advised to use caution in working in this weathered ground. Some timbers in the form of stulls have been set, and lagging was advised if conditions warrant its use. Progress on this contract is satisfactory.

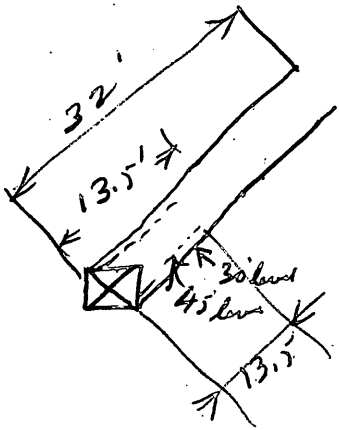
Mr. W. A. Beck, member of the Field Team, Region VII, accompanied the examiners on this visit to the mine.

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

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

October 4, 1954





a check
on Operators
Voucher
for Sept. 54.
Date - 10/1/54

Shaft 33' @ 50
$1650

Drift 45.5' @ $35
1592.50
~~3242.50~~
$ 3242.50

MF-500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 10-18

REFERRED TO:

1. ~~FTO~~
2. 600
3.
4.

FOR:

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

REMARKS:

Check (X) before the items needing attention.

ROBERT E. ADAMS

Initials of sender.

GPO 16—63815-1

Checked and found o. K.

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

Budget Bureau No. 42-R1036.5

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

Month of September, 1954 Docket No. DMEA [illegible] Contract No. [illegible]
Operator's Name [illegible] Minerals [illegible]
Address [illegible]
Contract Amount, $ 4,7[illegible] Government Participation: 75 % Amount, $ [illegible]

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting [illegible]	[illegible].50	[illegible]	[illegible].50			
[illegible]	250.	4400.	1650.			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	[illegible].50	1400.	[illegible].00	1842.50	1400.00	3242.50

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

Date Oct 1, '54 *Payee Ed Duvall et al c/o [illegible]

Per Paul L. Meeker Title Partner

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

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

(Instructions on reverse)

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

$ 1381.88

Signature Cora A. Fiser
(Authorized Certifying Officer)

Date OCT 8 1954 Vou. No. 66

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Tdm-E681 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.B.M. Date Oct. 5, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

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

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of September 195 4 Docket No. DMEA 3[illegible]05 Contract No. [illegible] 601

Operator's Name Duvall et al c/o Paul L. Meeker Minerals [illegible]

Address Route [illegible], Kellevile, U. C.

OPERATION	Unit	Costs This Month	Units This Month	Costs to Date	Units to Date	Unit Costs to Date	Authorized by Contract: Units	Authorized by Contract: Unit Costs
Drifting	ft	1592.50	45.5	1592.50	45.5	35.00	80	35.00
Crosscutting								
Raising	ft	250.00	5	1650.00	33	50.00	33	50.00
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Total Distributed Costs		1842.50		3242.50				Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
Total Costs		1842.50		3242.50				

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

Remarks:

Date Oct. 1, 1954 Operator Ed Duvall et al-partnership

Per Paul L. Meeker Title Partner

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

GPO 872894

OPERATORS
MONTHLY PROGRESS REPORT
for the
Month of Sept., 1954

Date Work Began: Aug 2, 1954
DMEA No. 3285
IDM-E 682

Daily Notes:

September:

1. Mucked out and timbered in shaft
2. Drilled and shot, and mucked out
3. Completed mucking out and drilled
6. Shot, mucked out
7. Finished mucking on series and timbered.
8. Started arrangements for drifting North from bottom of shaft. Did some mucking
9. Built drift opening and mucked out
10. worked in drift - general direction: North
13. mucked out timbered opening in drift.
14. Worked in drift-6 ft completed at this date
15. Worked in drift at bottom of shaft
16. Worked in drift
17. Worked in drift
20. Worked in drift - total distance from shaft now 13½ ft.
21; Upon instructions from Government engineers commenced platform 16 ft from bottom of shaft in preparation of drifting at that level.
22. Completed platform and cut through timbering at that point for commencement of drift in Southeast direction from the North wall.
23. Started drift as per instructions
24. Drifted at 16 ft level
25. Drifted at 16 ft level - distance now 18 ft.
28. Worked in drift at 16 ft level
29. Worked in drift at 16 ft level
30. Worked in drift at 16 ft level - distance now 32. ft.

<u>Summation of work accomplished</u> during month of September:

Dug 5 ft of shaft and timbered.
Complete 13½ ft of drift at bottom of shaft - drifted North
Constructed platform at 16 ft level on North wall and drifted a total of 32 ft in Southeast direction.

INTERIM REPORT

DMEA-[illegible] Idm-[illegible] (mica) EATON NO. 2 MINE

OPERATOR: R. B. Duvall, F. S. Myers, W. A. Myers and Paul E. Meaker, c/o Paul E. Meaker, Rt. 24, Asheville, N. C.

LOCATION: On the south side of Cane Creek Road, about 1/2 mile east of West Hill Post Office, 5.6 airline miles N 34° W of Franklin, Macon County, N. C.

Shaft sinking has been completed to a total depth of 45 feet and turnoff has been made to the northeast. After an examination of the pegmatite was made at this level instructions were given to floor the shaft at the 50 ft. level and turnoff to the northeast in an attempt to place the work in better ore.

The shaft was bottomed in material composed of both biotite gneiss and pegmatite. 15.5 feet of drift driven in a N 30° E direction shows considerable evidence of faulting, with subsequent crushing of the mica. Evidence gathered during shaft sinking shows undisturbed pegmatite containing better quality mica near the 50 ft. shaft level. Future work will be conducted at this location until another examination can be made.

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

K. E. Teague & D. E. Jenne, Geologists
U. S. Geological Survey

September 21, 1954

INTERIM REPORT

DMEA-3285, Idm-E 682, BRYSON #2 MINE (mica)

Operator: Duvall, Myers, Myers & Meeker. c/o Paul S. Meeker, Asheville, N. C.

Location: On the south side of Cowee Creek Road about one-half mile east of West Mill post office and 5.6 airline miles N. 40° West of Franklin, Macon County, N. C.

During the last two weeks the shaft on the project has been deepened 7 feet to 42 feet. It is bottomed in slightly weathered biotite gneiss.

The pegmatite left the shaft from the southeast corner at the 40-foot level.

The Operator was instructed to sink the shaft to the 45-foot level, then start crosscutting to the southeast.

Progress on this project is satisfactory.

Exam date: September 7, 1954.

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

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

Defense Minerals Administration
RECEIVED
SEP 17 1954

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of August 1954 Docket No. DMEA 3265 Contract No. Idm S 681 682 CP
Operator's Name Duvall, et al, c/o Paul S. Meeker Minerals Mica
Address Route # 3, Asheville, N. C.
Contract Amount, $ 4,700. Government Participation 75 % Amount, $ 3525.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting						
Shaft (ft)	(28 ft) 1400.00	0	(28ft) 1400.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	1400.00	0.00	1400.00	1,400.00		1,400.00

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-14

I certify that the above bill is correct and just and that payment therefor has not been received.
Date Sept 1, '54 *Payee Duvall, et al, Partnership
Per Paul S. Meeker Title Partner

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

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

(Instructions on reverse)

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

$ 1,050.00

Signature Cora A. Pipes
(Authorized Certifying Officer)

Date SEP 10 1954 Vou. No. 48
(See other side)

1st 8/2 350.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Tdm-E681 in accordance with the terms of the contract.

Signature Laurence E. Shirley Title Mining Engr. U.S.B.M. Date Sept. 2, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Vanuemo Title EXECUTIVE OFFICER DMEA REGION VII Date SEP 8 1954

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GPO 83-38476

Form MF-104A
(April 1952)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

SEP 17 1954

682 cp.

Month of August 1954 Docket No. DMEA 3288 Contract No. IDM E 881

Operator's Name Duvall, et al c/o Paul S. Meeker Minerals Mica

Address Route # 3, Asheville, N. C.

OPERATION	Unit	Costs This Month	Units This Month	Costs to Date	Units to Date	Unit Costs to Date	Authorized by Contract: Units	Authorized by Contract: Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts	ft	28	1400.	23	1400.00	23	50.00	38	50.00
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Total Distributed Costs		1400.		1400.				Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
Total Costs		1400.		1400.				

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

Date Sept 1 '54 Operator Duvall, et al, Partnership

Per Paul S. Meeker Title Partner

Remarks:

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

GPO 83-38475

OPERATORS
MONTHLY PROGRESS REPORT
for the
Month of August, 1954

Date Work Began: August 2, 1954
DMEA No. 3285
IDM-E- 682

Work Accomplished:

Moved in machinery, obtained electrical power for machinery, set up working schedules, cleaned out 12 ft shaft already there, drilled, mucked out and timbered (work on shaft) for a total depth for the month of 28feet. Worked three men on one daylight shift of eight hours.

Daily Notes

~~xxxxxxxx~~

August:

2. moved in machinery, and prepared site
3. moved in machinery, and set same up.
4. made arrangements for obtaining power for machinery; cleaned up shaft site and general area.
5. hooked electrical power to machinery, and tested same.
6. set up electrical power pump, pumped out existing 12 ft shaft, which was full of water.
9. pumped out remainder of water, started cleaning out 12 ft shaft.
10. finished cleaning out 12 ft shaft.
11. mucked out and timbered lower round in shaft.
12. mucked out and timbered - new work.
13. mucked out and timbered , new work.
15. mucked out and timbered, hit rock on upper side of shaft.
16. Mucked out and timbered, rock on upper side now 3 ft high, down 2½ ft on lower side.
17. decided to obtain compressor for drilling rock.
18 through 20- did not work - looked for compressor.
23. put in compressor and commenced drilling on rock wall.
24. shot and mucked out.
25. timbered, drilled and shot.
26. mucked out and drilled and shot.
27. mucked out, timbered, drilled and shot.
30. mucked out - (water pump run continuously.)drilled.
31. Drilled and shot, mucked out and timbered. have now completed 28 ft of new shaft, in addition to existing 12 ft.

INTERIM REPORT

DMEA-3285, Idm-E 682, BRYSON #2 MINE
(mica)

Operators: E. B. Duvall, F. S. Myers, W. A. Myers and Paul S. Meeker
Asheville, North Carolina

Location: On the south side of Cowee Creek Road about one-half mile east of West Mill Post Office and 5.6 airline miles N. 14° West of Franklin, Macon County, N. C.

The shaft is at 35 feet, 31 feet of which is timbered.

Pegmatite is still present in the shaft, but no mica has been recovered during the last five feet. The present shaft bottom exposed only about two feet of pegmatite; the remainder is biotite gneiss. The pegmatite trends N. 15° E. and dips 45° SE.

Progress on this project has been slow during the past two weeks, because of the lack of adequate drilling and pumping equipment. These conditions are being corrected.

Aug. 24, 1954.

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

INTERIM REPORT

DMEA-3285, Idm-E 682, BRYSON #2 MINE

Operator: E. B. Duvall, F. S. Myers, W. A. Myers and Paul S. Meeker, Ptnrs.
Asheville, N. C.

Location: On the south side of Cowee Creek Road about one-half mile east of West Mill post office and 5.6 airline miles N. 14° W. of Franklin, Macon County, N. C.

Shaft sinking has begun and is now to a depth of 27 feet; 15 feet being done under the contract. The entire shaft is timbered and has a partitioned manway.

The entire shaft, except for about 1-1/2 feet on the southwest side, is in pegmatite. About 200 pounds of "mine-run" mica of good quality ~~was~~ were recovered from the last 5 feet of shaft sinking.

Progress on this contract is satisfactory.

Date of Exam: August 9, 1954.

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

INTERIM REPORT

On

DMEA-3285, Idm-B 682 (mica) Bryson No. 2 Mine

Operator: E. B. Duvall, F. S. Myers, W. A. Myers, and Paul S. Meeker. c/o Paul S. Meeker, Asheville, N. C.

Location: On the southside of Cowee Creek Road, about 1/2 miles East of West Hill Post Office, and 5.6 airline miles N. 14° W. of Franklin, Macon County, N. C.

Work preparatory to deepening the existing shaft has been completed. A boom has been erected, equipment brought to the site and a pump installed. A three-phase electric line has been laid to the site and timber in the existing shaft has been repaired. Work under the contract is to begin soon. The operator was advised on safety practices.

Date of Exam:
July 26, 1954.

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

July 19, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: Signed Contract, Ida-E 682, DMEA-3285, E. B. Duvall , et al.

Transmitted herewith are three signed copies of the subject contract and Owner's Consent to Lien. The usual distribution of the other copies has been made from this office.

Robert A. Laurence

ZM.
cci
Beck
Lynch
Finance Office
Opr. Com.
Files

600

JUL 8 - 1954

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

Subject: Docket No. DMEA-3285 - Mica
Paul S. Meeker, et al.
Bryson #2 Mine
Macon 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. It is subject to the attachment of new Owner's Consent to Lien forms, executed by Carr Bryson and wife, Frances Bryson. A copy of memorandum from the Legal Division is enclosed.

If the contract meets with your approval present it to the Operators for approval and signature. Please explain to the Operators that the contract, when executed, is a firm commitment under the terms of which they are 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 Operators 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, dated May 18, 1954, and from the Bureau of Mines, dated June 4, 1954, are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

Philip W. Guild

Member, Geological Survey

Enclosures 17

Copy to: Admr. R. Nile
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, 5216
Mr. Houk

WCAnderson:gad 7/1/54

June 29, 1954

Memorandum

To: The Administrator Through: L. G. Houk

From: Acting Assistant Solicitor, DMEA

Subject: Docket No. DMEA-3285, E. B. Duvall, F. S. Myers, W. A. Myers and Paul S. Meeker, a Partnership (Mica)

Attached is a contract covering the above-described project in satisfactory legal form for execution, subject to the attachment of new Owner's Consent-to-Lien forms, executed by Carr Bryson and wife, Frances Bryson. The appropriate forms are attached to this memorandum.

J. L. Hofflund

J. L. Hofflund
Acting Assistant Solicitor

Attachments

HCRubin:lm

Copies to: Docket
L.G. Houk(2)
J.L. Hofflund
H.C. Rubin
Chron.

June 29, 1954

Memorandum

To: The Administrator Through: L. G. Houk

From: Acting Assistant Solicitor, DMEA

Subject: Docket No. DMEA-3285, E. B. Duvall, F. S. Myers, W. A. Myers and Paul S. Meeker, a Partnership (Mica)

Attached is a contract covering the above-described project in satisfactory legal form for execution, subject to the attachment of new Owner's Consent-to-Lien forms, executed by Carr Bryson and wife, Frances Bryson. The appropriate forms are attached to this memorandum.

J. L. Hofflund

J. L. Hofflund
Acting Assistant Solicitor

Attachments
HCRubin:lm

Copies to: Docket
L.G. Houk(2)
J.L. Hofflund
H.C. Rubin
Chron.

NORTH CAROLINA
MACON COUNTY

THIS LEASE, made and entered into this the 30th day of April, 1954, by and between CARR BRYSON and wife FRANCES BRYSON, parties of the first part, and W. A. MYERS, F. S. MYERS, PAUL MEEKER, and E. B. DUVALL, parties of the second part, of the above County and State;

W I T N E S S E T H:

That subject to the terms and conditions hereinafter set forth the said parties of the first part have let and leased unto the said parties of the second part and their assigns the exclusive right and privilege to mine, dig and remove all minerals now in, under or upon a certain tract or parcel of land lying and being in Macon County, North Carolina, and more particularly described as follows:

> Being on Cowee Creek, ½ mile east of Cowee High School, being four acres more orless, owned by Carr Bryson, and lying southwest of his house 200 yards, more or less, to the South of the Cowee Road.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. Unless sooner terminated as herein provided, this lease shall exist and continue for a period of TEN YEARS, with the further right to renew for an additional like period .

2. As rental or royalty, the parties of the second part or their assigns shall pay to the parties of the first part or their legal representative a sum equal to twelve and one-half per cent (12½%) of all the sheet or patter mica, One Dollar and Fifty Cents ($1.50) per ton for scrap mica, and fifty cents ($.50) per ton for all feldspar. In the event the parties of the second part or their assigns shall in the course of conducting mining operations upon said property, encounter any other metals or minerals not specifically set forth herein in merchantable quantities, said parties of the second part or their assigns shall recover the same, use their best efforts to obtain a market therefor and pay the parties of the first part a royalty equal to that

prevailing in the community for metals or minerals of like character.

3. That all royalties shall be paid between the first and tenth of each calendar month following production, sale and receipt of the sale price thereof.

4. Parties of the ~~first~~ second part or their assigns shall keep a correct and itemized record of all operations upon the premises, including transactions relating to the sale of minerals from the premises, said records to be open to the inspection of the parties of the first part at any time upon reasonable request.

5. The parties of the second part will commence operations upon the premises within ninety (90) days from the date of this lease, and shall not cease operations at any time for a period exceeding ninety (90) working days; failure to comply with these provisions shall cause the lease to become null and void without further action on the part of parties of the first part.

So long as this lease remains in force and effect the parties of the second part or their assigns in connection therewith shall have the following rights and privileges:

(a) The right to use the surface of said lands to the full extent that such use is reasonable, convenient or necessary in mining and removing the minerals from said lands and to use any portion of said surface for the purpose of dumping mine refuse and tailings as may be reasonable, necessary or convenient. In this connection, however, the parties of the second part agree that no unnecessary damage shall be done to the property in the process of conducting mining operations thereon.

(b) The right to construct and place upon said lands buildings and machinery and to remove the same.

(c) The right to cut and use upon said lands for the purposes herein set out any standing timber thereon at the time of such use.

(d) The right to use any water upon said property as may be necessary in the course of said operations.

(e) The right to construct and maintain roads in such locations as the parties of the second part may deem advisable and complete right of ingress and egress to and from any portion of said property that the said parties of the second part , their assigns, may conduct mining operations.

(f) The right of first refusal of any purchase price set upon the lands herein leased by the paries of the first part.

IN TESTIMONY WHEREOF, the said parties hereto have set their respective hands and seals, the day and year first above set out.

Carr Bryson (SEAL)

Frances Bryson (SEAL)
Parties of the first part

W. A. Myers (SEAL)

F. S. Myers (SEAL)

Paul L. Smith (SEAL)

E. B. Duvall (SEAL)
Parties of the second part

NORTH CAROLINA
MACON COUNTY

I, Urlow Swafford, Notary Public, in the above County and State, hereby certify that Carr Bryson and wife Frances Bryson personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and seal this the 30 day of April, 1954.

Urlow Swafford

NORTH CAROLINA
MACON COUNTY

I, Sam J Murray, Justice of Peace in the above County and state, hereby certify that ~~H H Myers~~ J S Myers and E B Dewall personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and seal this the 1 day of May, 1954.

Sam J Murray
Justice of Peace

NORTH CAROLINA
Buncombe COUNTY

I, Ruth Stamey, Notary Public in the above County and State, hereby certify that ~~Sam J Murray~~ Paul S Meeker personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and seal this the 3rd day of May, 1954.

Ruth Stamey
Notary Public

My com. ex. Jan. 13. 1956

June 14, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region VII

Subject: Project No. DMEA-3[illegible], (mine), Paul A. Hunter, et al.
Report No. 2 (Rev.), Mecca County, North Carolina

Reference is made to your letter of June 7 regarding the breakdown of costs on the subject exploration. It is not felt that $50 per foot for shaft sinking and $35/ft. for drifting is excessive. See our letter of June 11, 1954 on DMEA-[illegible], Alex Vaughn, (Old Beaman Mine) Fletcher County, Georgia; and letter of June 14, on DMEA-3[illegible], John Phillips, et al (W. A. Mallory Mine) Lorney County, North Carolina.

Wm. A. Bank

WAB/ma
cc:

Bank
Lynch
Lawrence
DMEA-Rev. File

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

RECEIVED
JUN 7 1954

June 4, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3285 (mica)

Applicant: Paul S. Meeker

Name and Location of Property: Bryson No. 2 Mine
Macon County, North Carolina

Date of Field Team Report: May 12, 1954

Date Rec'd. by Ceramic & Fertilizer Mtls. Br.: May 24, 1954

Field Team Recommendation:

1. Exploration project in the amount of $4,700.

Comments:

1. Two pegmatites are exposed, but only the southern pegmatite reveals strategic quality mica.

2. Proposed exploration is by sinking a 30-50-foot shaft and drifting 80 feet.

3. Proposed project is consistent with good engineering practices.

Recommendation:

I concur in the field team's recommendation for an exploration project in the amount of $4,700.

Signed

W. F. Dietrich

Re: Docket No. DNEA-3285- Mica
Paul S. Meeker, et al.
Bryson # 2 Mine
Macon County, N. C.

Legal Description of Leased Land

BEGINNING at an iron stake located at the junction of a branch (small, un-named) with the ~~Cowee Road~~, said junction being located approximately 150 feet Northwest from Carr Bryson's Homeplace; runs in a Southwesterly direction along the South margin of said road 45 poles to a stake located at said edge of road; thence South 0 degrees W 36 poles up a slope to a stake; thence Due East 40 poles to a stake; thence North 0 degrees East 55 poles to the BEGINNING Corner; containing 6 acres, be the same more or less.

COPY

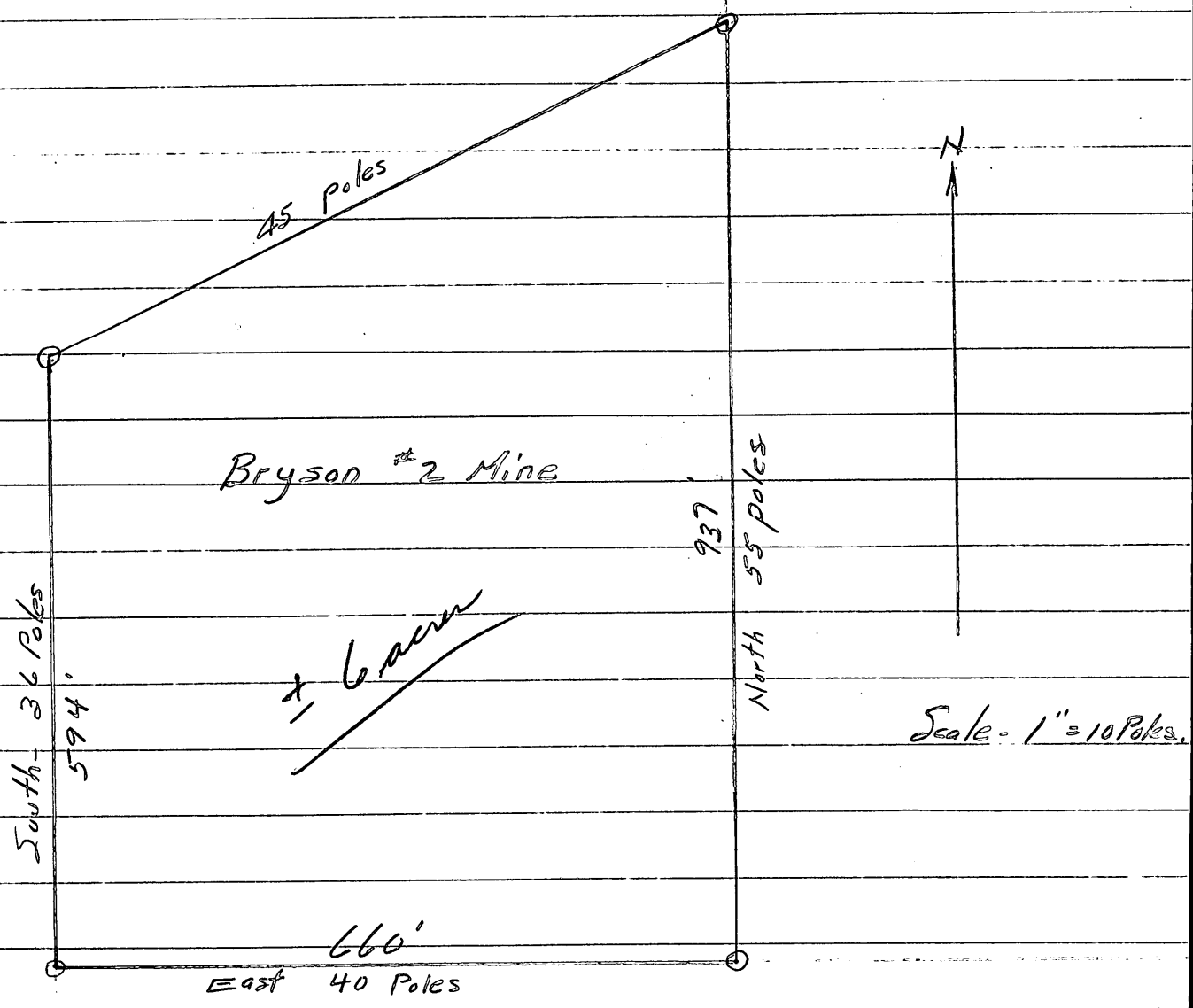
Re: Docket No. DNEA-3285- Mica
Paul S. Meeker, et al.
Bryson # 2 Mine
Mason County, N. C.

Legal Description of Leased Land

BEGINNING at an iron stake located at the junction of a branch (small, un-named) with the Gewee Road, said junction being located approximately 150 feet Northwest from Carr Bryson's Homeplace; runs in a Southwesterly direction along the South margin of said road 45 poles to a stake located at said edge of road; thence South 0 degrees W 36 poles up a slope to a stake; thence due East 40 poles to a stake; thence North 0 degrees East 55 poles to the BEGINNING Corner; containing 6 acres, be the same more or less.

COPY

DMEA-3285- Paul S. Meeker, et al:



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JUN - 7 1954

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

Subject: Docket No. DMEA-3085 - Mica
Paul S. Mosher, et al.
Layton #2 Mine
Mitchell County, North Carolina

Dear Mr. Lawrence:

Reference is made to the Field Team Report of May 10, 1954, on the subject applicant's Layton #2 Mine.

We wish to call your attention to the breakdown of costs, some items of which we think are too high. By trimming some of the items as exemplified in our letters on Docket No. DMEA-3068 and Docket No. DMEA-3080, we think the shaft sinking cost could be lowered to less than $85/ft. and the drifting cost close to $70/ft.

We will appreciate having your comments after further study by the Field Team on the estimated cost for this exploration project.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

D. M. Larrabee

Member, Geological Survey

WCAnderson:ag 6/1/54

Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Mistrich, 3061
Mr. Larrabee, S-232 GSA Bldg.
Mr. Kenk

600

MAY 20 1954

Mr. Paul S. Meeker
Route 3
Asheville, North Carolina

Re: Docket No. DMEA-3285 - Mica
Paul S. Meeker, et al.
Bryson #2 Mine
Macon County, North Carolina

Dear Mr. Meeker:

Receipt is acknowledged of copies of your recently executed lease on the subject property for a period of ten years.

The lease does not contain an adequate legal description of the land. Please note Article 3 (a) of MF-103, a blank copy of which is enclosed. The required legal description of your land should state the bounding bearings and distances enclosing the area, and the total acreage. A property map, if available, would be helpful.

As soon as we receive the above land description, we will resume processing your application.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosure

WCAnderson:gad 5/19/54
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3061
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

IN REPLY REFER TO:

G-M-CNR

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

May 18, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3285 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicants: L. B. Duvall, F. S. Myers, W. A. Myers, and Paul S. Hooker.
Name of property: Bryson No. 2 Mine.
Location of property: Macon County, North Carolina.
Date of field team report: May 10, 1954.
Authorship of field team report: K. H. Teague, D. F. Amos, and L. S. Shirley.
Field team's recommendation:

No exploration on north pegmatite.
Exploration on south pegmatite:
Deepen 12' shaft to 50' (38')
Drift 80' on pegmatite.

Comments: It is assumed the shaft will be sunk in pegmatite, unless circumstances warrant a different approach.

ACTION RECOMMENDED: Follow field team's recommendation.

D. M. Larrabee

Larrabee:jeh
5/18/54
cc: DMEA 3 ✓
Director's reading 4212
Branch reading 4212
Larrabee G-230

[illegible]

[illegible] 1-41054

May 12, 1954

Memorandum

To: Operating Committee, D M E A- Washington

From: Field Team, DMEA - Region 7

Subject: Field Examination Report on DMEA-3285 (Mica) Bryson #2 Mine, Macon County, N. C. Burrell, Myers, Myers & Hacker, Applicants

Enclosed are four copies of the subject examination report, with six extra copies of the map, and three copies of the new lease.

We agree with the proposal to deepen the present shaft on the pegmatite and to drift from the bottom. The present shaft is vertical, and entirely in the pegmatite. If the pegmatite should have a uniform dip and thickness, the bottom of the proposed 50-foot shaft would be 8 feet from the footwall, and a short crosscut would be required. Because of the improbability of such uniformity, and the awkwardness of an angle in the shaft, we agree that the shaft should be vertical.

Therefore, we recommend approval of a contract, with the following unit cost items:

Shaft, 38 ft. @ $50/ft.	$1,900.00
Drift and/or crosscut, 80 ft. @ $35/ft.	2,800.00
Total.....	$4,700.00

Reviewed by
DMEA OPERATING COMMITTEE

5-21-54
(date)

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

Rfl/ww
cc:
Beck
Lynch
DMEA-Div. File
Files

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

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

ON

DMEA-3285, BRYSON NO. 2 MINE (mica)
Macon County, N. C.

By

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

May 10, 1954

Reviewed by
DMEA OPERATING COMMITTEE
5-21-54
(date)

FIELD EXAMINATION REPORT
On

DMEA-3285, BRYSON NO.2, MINE (mica)

Applicants: E. B. Duvall, F. S. Myers, W. A. Myers, and Paul S. Meeker.
c/o Paul S. Meeker, R#3, Asheville, North Carolina

Two pegmatites are exposed on this property (see map). The northern pegmatite offers little possibility for the production of strategic mica.

Limited work on the south pegmatite has revealed a zoned pegmatite which contains mica of strategic grade. The examiners believe that the possibilities for the discovery of a worthwhile deposit of strategic mica in the south pegmatite are good. Exploration assistance is recommended on it.

The deposit was examined on April 10, 1954. All of the applicants accompanied the examiners on the inspection which required two hours.

The Bryson No. 2 Mine is on the south side of the Cowee Creek Road about on-half mile east of West Mill Post Office, 5.6 airline miles N. 14° W. of Franklin, Macon County, North Carolina. Access is excellent at all times.

Only one of the applicants, Mr. Duvall, has mica mining experience. However, he will be in charge of the proposed project and appears competent to conduct the operation.

Copies of a new lease on the deposit are enclosed. Area covered by the lease is adequate for the proposed project.

The applicants have recently conducted a limited amount of exploration on both pegmatites. This has consisted of cutting the open cut, driving the short drift, and sinking the 12-foot shaft shown on the attached map. A tool-mica house and a single phase, 220 volt electric line are on the property. Workings consist of a crosscutting cut about 200 feet long, 40 feet wide, and 10-30 feet deep. From this cut a short drift has been driven on the north pegmatite and a 12-foot, 5' x 7' timbered shaft has been sunk on the south pegmatite.

Two parallel pegmatites occur on this property. They trend from N. 80° W. to E-W., dipping from 30° to 72° S. Both are zoned, consisting of a quartz core flanked on both sides by feldspathic pegmatite. The feldspathic portions are composed of perthite, plagioclase, scattered quartz, muscovite, and biotite. Most of the mica from the north pegmatite is of poor quality; thus, exploration should not be considered on it.

The south pegmatite trends N. 80° W., dips 72° SW., and is enclosed conformably by biotite garnet gneiss which contains many pods and stringers of pegmatite. This sill-like intrusion is 8.5 feet thick, with a quartz core 4 feet thick. Mica occurs in the wall zone on both the hanging and foot wall sides of the core and adjacent to the core. The wall zone mica is of better quality, than that which occurs adjacent to the core; although the sizes are smaller. The mica is ruby-colored, hard, clear, and splits well. The wall zone mica is all flat, but that which occurs adjacent to the core contains some "A". Sizes up to 5 inches across were observed at the time of the examination.

This deposit has been recently opened. There is no evidence of previous work. A few sales to the Spruce Pine Mica Depot have been made recently from the north pegmatite. These sales averaged about $11.00 per pound.

Necessary equipment, supplies, and labor are available locally.

The applicants work proposal is sound and the examiners are in agreement with the extent of work proposed. It is recommended that the 12-foot shaft be deepened 30 feet to 50 feet, and 80 feet of drift be driven on the pegmatite. A water problem exists at this place, requiring adequate pumping facilities. The shaft and probably the levels will require timber.

Estimated costs are as follows:

Sink 38 feet of 5' x 7', 2-compartment, timbered shaft (20 shifts).

Labor and Supervision:

14.75	2 Laborers @ $1.00/hr.	$320.00	
	1 Hoistman @ $1.25/hr.	200.00	18.95
	1 Driller-foreman @ $1.25/hr.	200.00	
		720.00	

Operating Materials & Supplies:

	Timber (3000 b.f.) @ $70/M.b.f.	210.00	— 5.52
	Explosives	75.00	- 1.97
1.15	Gas & Oil	100.00	— 2.63
	Drill steel	50.00	- 1.32
	Small tools & Supplies	50.00	— 1.32

Operating Equipment:

2.90	Compressor, pump and hammer-rental @ $240/Mo.	240.00	— 6.32
	Hoist rental @ $50/Mo.	50.00	— 1.32

Miscellaneous

6.00 Insurance, Social Sec., Repairs, etc. $250.00 10.66 (21.3%)

Contingencies 155.00 $1,900.00

Drive 80 feet of 5' x7' drift on pegmatite (32 shifts)

Labor & Supervision

2 Laborers @ $1/hr 512.00

1 Hoistman @ $1.25/hr 320.00

1 Driller-foreman @ $1.25/hr. 320.00 - 14.40

1152.00

Operating Materials & Supplies:

2.62 Timber, 3000 b.f. @ $70/M. b.f. 210.00 - 2.62
1.67 Explosives 150.00 - 1.67
1.15 Gas & Oil 225.00 - 2.81
1.25 Drill steel 100.00 - 1.25
.94 Small tools & supplies 75.00 - 0.94

Operating Equipment:

Compressor, pump and drill, rental @ $240/Mo. 384.00 - 4.80

Hoist- rental @ $50/Mo. 80.00 - 1.00

Miscellaneous:

Insurance, Sec. Sec., repairs, etc. 250.00 5.30 (15%)

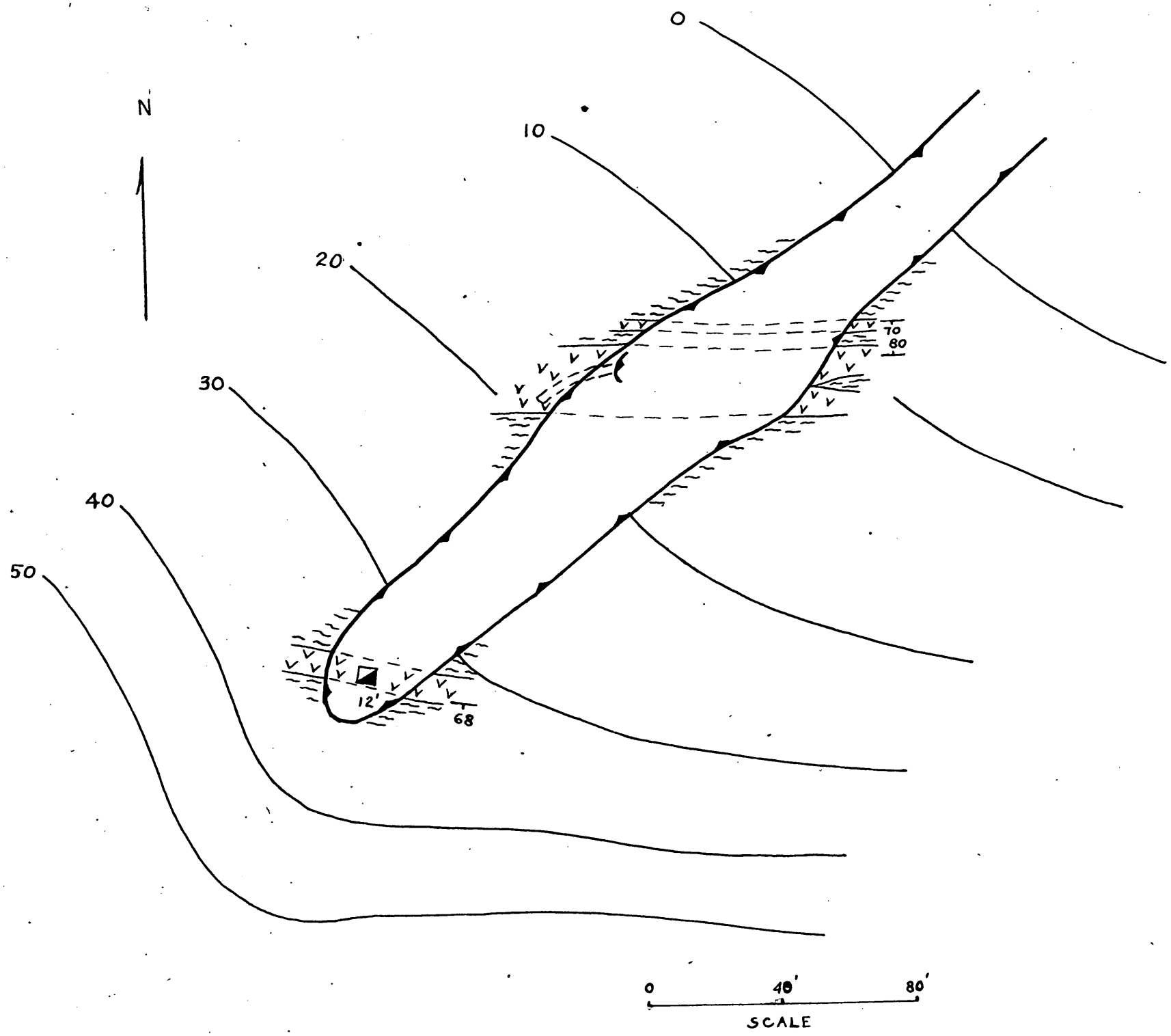
Contingencies 174.00 $2,800.00

Total estimated cost of project..... $4,700.00

May 10, 1954.

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

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



SKETCH OF
BRYSON #2 MINE
MACON CO., N.C.

DMEA-3285 (mica)

APR 9 1954 600

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

Subject: Docket No. DMEA-3285 - Mica
Paul S. Meaker, et al.
Bryson #2 Mine
Macon County, North Carolina

Dear Mr. Lawrence:

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

Copies of memoranda from the Geological Survey, dated March 24, 1954, and from the Bureau of Mines, dated March 30, 1954, are enclosed for your information.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

D. M. Larrabee

Member, Geological Survey

Enclosures 4

WCAnderson:gad 4/7/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

P.S. The lessee is not a partner. Duration of lease remaining is at most 15 months. If contract is recommended, a new lease should be made out to the partnership for a longer term, preferably for 10 years.

APR 9 1954

Mr. Paul S. Meeker, et al.
Route 3
Asheville, North Carolina

Re: Docket No. DMEA-3265 - Mica
Bryson #2 Mine
Macon County, North Carolina

Dear Mr. Meeker:

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,

C. O. Mittendorf

Administrator

WCAnderson:gad 4/7/54
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

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

Defense Minerals Administration
RECEIVED
MAR 30 1954

March 30, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3285

Applicant: Duvall, Meyers, Meyers and Meeker

Name and Location of Property: Bryson #2
Macon County, North Carolina

Application Rec'd. by Ceramic & Fert. Mats. Branch: March 23, 1954

Comments:

1. Mica from this mine has been purchased by the Government Depot, Spruce Pine.

2. The mine is located in a productive area.

3. Estimated unit costs for shaft and drift appear to be about $5 higher than is usual in North Carolina.

4. Total costs are estimated to be $5,700.

Recommendation:

It is suggested the field team visit this mine to ascertain if an exploration program is justified.

Signed

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CMK

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

March 24, 1954

Memorandum

REVIEW OF APPLICATION DMEA-3285 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: E. B. Duvall, Rte 3, Franklin, N. C. (et al)
Name of property: Bryson #2 mine
Location of property: On Cowee Creek, Mason Co., 7 mi. N. of Franklin, N.C.
Summary of applicant's proposed: 50' shaft
80' drift

Sources of information on applicant's property: None because of faulty (?) location.

Comments: 1. Cost breakdown inadequate.
2. Plan of attack inadequate.
3. Inadequate location, so can't check our records.

ACTION RECOMMENDED: Refer to Field Team for examination, if necessary.

D. M. Larrabee

Copy to: DMEA (3)