DMEA 4150

DOCKET INDEX

ACTION DOCUMENTS

1. APPLICATION — DATE RECEIVED 1-30-56

2. CONTRACT — DATE 7-23-56

3. TERMINATION AGREEMENT: — DATE

   a. Mutual (with/without repayment provision).
   b. Unilateral.
   c. Amendment with automatic termination clause and with/without repayment provision.

4. CERTIFICATION — DATE

5. AUDIT REPORT — DATE

6. AMENDMENTS - NUMBERS 1 — DATE 11-20-56

cket Copy

RECEIVED NOV 28 1956

EXPLORATION PROJECT CONTRACT
FRED AND GRADY TONEY
Docket No. DMEA-#150

AMENDMENT NO.1

It is agreed this 20th day of November 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Fred and Grady Toney, partners, that Exploration Project Contract Idm-E974(Docket No. DMEA-4150) dated July 23, 1956, be amended as follows:

Article I is amended to provide that work shall begin on or before November 1, 1956, instead of September 1, 1956 as originally provided in the contract.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be required to contribute, nor the agreed unit cost of any item of work.

Fred Toney
Fred Toney (Partner)

Grady Toney
Grady Toney (Partner)

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

z

Docket Copy

MF-200A
(Rev. April 1956)

RECEIVED
JUL 10 1956

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

EXPLORATION PROJECT CONTRACT
(Short Form)

DMEA No.	*Commodity*	*Contract No.*	*County*	*State*
4150	Mica	*Idm–E* 974	Rutherford	North Carolina

It is agreed JUL 23 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Fred Toney and Grady Toney, a partnership

whose mailing address is Route #1, Mooresboro, North Carolina

hereinafter called the "Operator," as follows:

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

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $5,412.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $4,059.00, in accordance with the provisions of Articles 4 and 5.

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

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Royalty interest as set forth in the lease

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10. *Changes and added provisions.*—

.....

.....

.....

.....

.....

.....

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Fred Toney

Fred Toney XXXXXXXX (Partner)

By Grady Toney

Grady Toney (Partner)

By Franklin E. Johnson

ACTING Administrator, Defense Minerals Exploration Administration

---

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

.....

[CORPORATE SEAL]

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

Indrig 6/27/56

Rangel

"Appd. Sol. Off."

Anderson

Hook

Chambers

Selfridge

FEJohnson

EXPLORATION PROJECT CONTRACT
FRED TONEY AND GRADY TONEY
DOCKET NO. DMSA-4150

ANNEX I

The land referred to in Article 2 of the contract is known as the Claude Blanton Property and is held by the Operator under a lease. It is located about 2.1 airline miles due east of Ellenboro, Rutherford County, North Carolina, and is described as follows:

> Beginning at a point where Hutchins, Forbes and Blanton land corners and runs thence with Hutchins line North 600 feet; thence West 1000 feet; thence South 600 feet; thence East 1000 feet to the Beginning.

MF-203
Revised March 24, 1955

RECEIVED
FEB - 6 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E 974
Contract Date JUL 23 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Rutherford, State of North Carolina, described as follows:1/

BEGINNING AT THE POINT [illegible], PLOWDEN AND [illegible] LAND COMPANY and runs with [illegible] line North [illegible] feet; thence East 1000 feet; thence South 600 feet; thence West 1000 feet

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

Lease to Fred and Grady Toney

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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 Jan. 23, 1956, and recorded in book 230 page 315 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/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 30 day of Jan, 1956.

C H Blanton [Seal]

Mildred C. Blanton [Seal]

_____ [Seal]

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

_____

[Corporate Seal]

EXPLORATION PROJECT CONTRACT
FRED TONEY AND GRADY TONEY
DOCKET NO. DMRA-4150

EXHIBIT "A"

Description of the Work

Exploration for concentrations of strategic mica shall be performed in the area indicated on the map entitled "Claude Blanton Property, Rutherford County, N. C. DMRA-4150 (mica)," attached hereto and made a part hereof.

1. Construct:

(a) A toolhouse, minimum dimensions 7 feet by 8 feet by 10 feet.
(b) A powder storage magazine, minimum dimensions 4 feet by 3 feet by 2½ feet.
(c) An exploder storage magazine, minimum dimensions 2 feet by 1½ feet by 1 foot.

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

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

2. Sink a 2-compartment shaft a distance not to exceed 60 feet.

3. Explore the pegmatite by driving from the bottom or near the bottom of the shaft, not more than 80 feet of drifts and/or crosscuts.

The shaft and the drifts and/or crosscuts shall be timbered as necessary and shall have minimum cross-sectional dimensions of 5 feet by 7 feet in the clear of timber. All work shall be performed on the pegmatite or in as close proximity thereto as possible.

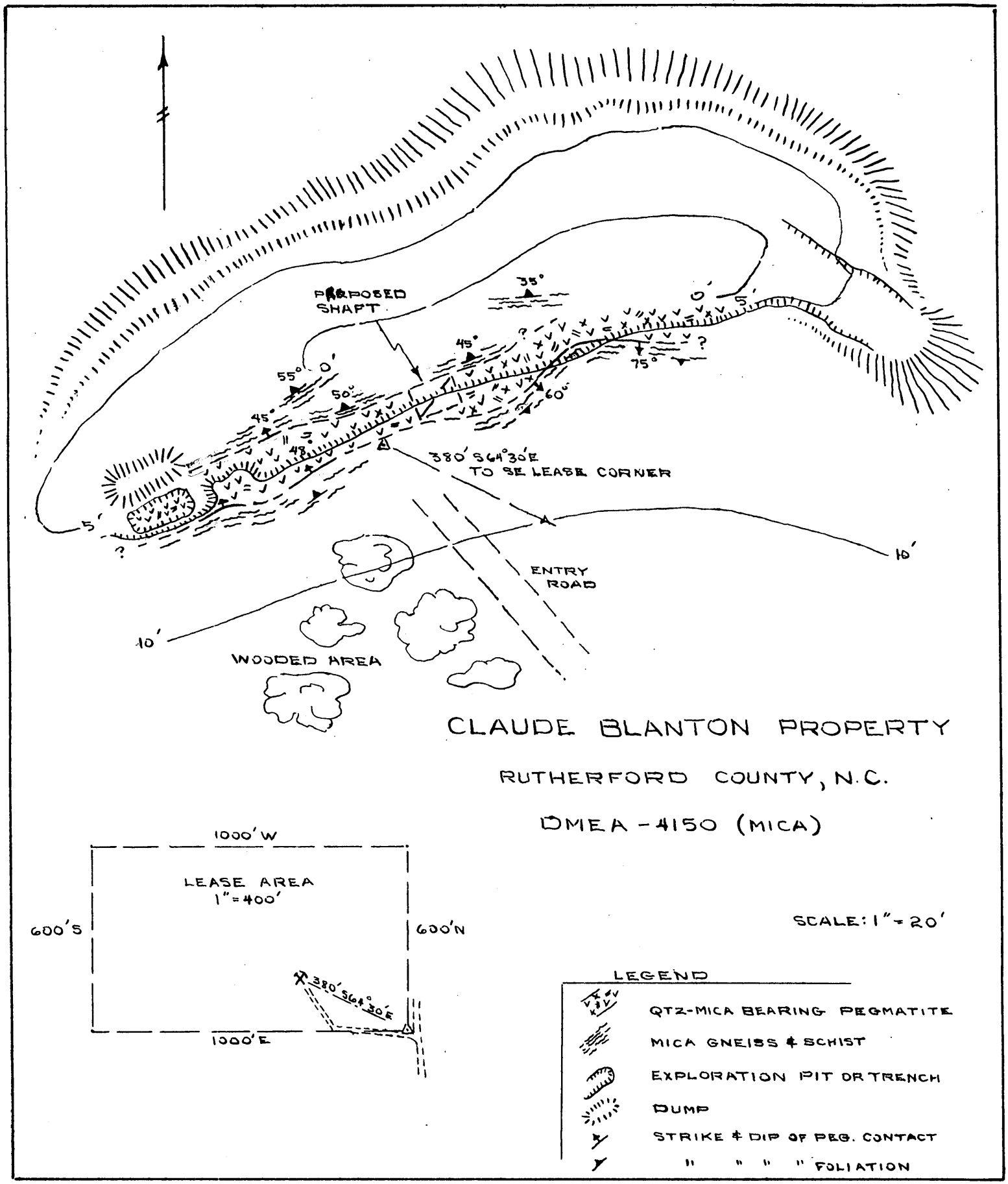
The location, inclination, direction, and extent of all work are subject to the approval of the Government.

Fixed Unit Costs

1. Construct:

Toolhouse 1/	$ 77.00	
Powder Magazine 1/	25.00	
Exploder Magazine 1/	14.00	
2. Sink - 60 feet of shaft @ $43.20/ft.	2,592.00	
3. Drive - 80 feet of drifts and/or crosscuts @ $33.80/ft.	2,704.00	
Estimated Total Cost of Project		$5,412.00
Government Participation @ 75%		$4,059.00

1/ The completed work constitutes the unit.


PROPOSED SHAFT
35°
0'
5'
45°
75°
55°
0'
50°
60°
45°
48°
380' S64°30'E
TO SE LEASE CORNER
5'
10'
ENTRY ROAD
10'
WOODED AREA
CLAUDE BLANTON PROPERTY
RUTHERFORD COUNTY, N.C.
DMEA-4150 (MICA)
1000'W
LEASE AREA
1"=400'
600'S
600'N
380' S64°30'E
1000'E
SCALE: 1"=20'
LEGEND
QTZ-MICA BEARING PEGMATITE
MICA GNEISS & SCHIST
EXPLORATION PIT OR TRENCH
DUMP
STRIKE & DIP OF PEG. CONTACT
" " " " FOLIATION

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 4150

DO NOT DETACH THIS SLIP

Action on this document is recorded and controlled in Reports and Records Branch. Any movement of this document between divisions or offices of DMA or movement outside DMA must be reported to the Reports and Records Branch. Actions taken that affect status of the case must also be reported.

This document has been recorded as

Exploration

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

Cys. BI, GS

Routing Slip

To:	600	Date	1/31/56
To:	Mr Anderson	Date	1-31-56
To:	Oper Corr	Date	6-29-56
To:	F.E. Johnson	Date	7-2-56
To:	Oper Corr	Date	7-20-56
To:	F.E. Johnson	Date	7-20-56
To:	120	Date	11-18-57
To:	110	Date	11-18-57
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	

DO NOT DETACH

CONTROLLED DOCUMENT

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
11/18	Cadenon	600
11/18	Houk	600
11-18	Chambers	800
11/18	Selfridge	130
"	Johnson	110
"	Mittendorf	100
11-25	[illegible]	220
11/18	Lamb	130
11/18	Kilsgaard	130

225

600

NOV 19 1957

Mr. and Mrs. Claude H. Blanton
Ellenboro, N. C.

Re: Docket No. DMEA-4150-Mica
Fred and Grady Toney
Claude Blanton Property
Rutherford County, North Carolina
Contract No. Idm-E974

Dear Mr. and Mrs. Blanton:

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

This correspondence relates to the Consent to Lien signed by you on January 30, 1956.

Sincerely yours,

C. O. Mittendorf (fw)
Administrator

Enclosure

WCAnderson:rsi 11/18/57
Copy to: Admr. R. File
Mr. Chambers
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

mailed to reg for sig 11/19

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
11/18	Anderson	600
11/18	[illegible]	600
11-18	Chambers	800
11/18	[illegible]	130
"	Johnson	130
		130
		110
"	Mitchenday	100
11/19	C	220

225

600

NOV 19 1957

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

Re: Docket No. DMEA-4150-Mica
Fred and Grady Toney
Claude Blanton Property
Rutherford County, North Carolina
Contract No. Idm-E974

Dear Mr. Laurence:

Enclosed is a letter to be forwarded to the signers of the Consent to Lien under the subject contract.

Kindly complete the address and forward, retaining your copies and returning the remaining copies.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCB)

Approved:

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

Thor H. Kiilsgaard (GCB)
Member, Geological Survey

WCAnderson:rsi 11/18/57
Copy to: Admr. R. File
Mr. Chambers
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

Enclosure

8623

DMEA Form 7
(12-56)

600

NOV 19 1957

OFFICIAL FILE COPY		
Date	Surname	Code
11/18	Anderson	600
11/18	Houk	600
11-18	Chambers	800
11/18	Selfridge	130
"	Jones	110
"	Mittendorf	100
		220

and Grady Toney

North Carolina

Re: Docket No. DMEA-4150-Mica
Fred and Grady Toney
Claude Blanton Property
Rutherford County, North Carolina
Contract No. Idm-E974

11/18 Lamb (130)
11/18 Kiilsgaard 130

Gentlemen:

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 DMEA exploration program and participation therein are fully appreciated.

Sincerely yours,

C. O. Mittendorf (fw)
Administrator

WCAnderson:rsi 11/14/57
Copy to: Admr. R. File
Mr. Chambers
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Operating Committee
Mr. and Mrs. Claude H. Blanton
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
11/18	Anderson	600
11/18	Hard	600
		110
		100
		220

600

November 14, 1957

Project Summary Report

By: Walter C. Anderson, Division of Nonmetallic Minerals

1. Docket No. DMEA-4150-Mica
Contract No. Idm-E974
Claude Blanton Property
Rutherford County, North Carolina

Application: Form MF-103(April 1952) received January 30, 1956.

Work Proposed:

50 feet of shaft @ $75.00/ft.	$3,750.00
100 feet of drifts @ $60.00/ft.	$6,000.00
Total amount requested	$9,750.00

Operators: Fred Toney and Grady Toney
Route 1, Mooresboro, North Carolina

Operator's Property Rights: Five year mining lease on the C. H. Blanton Property covering 14 acres, dated January 23, 1956. Consent to Lien, dated January 30, 1956.

2. Contract:Form MF-200A(April 1956) dated July 23, 1956.

Work Authorized:

Construction - toolhouse, powder and exploder magazine	$116.00
60 feet of shaft @ $43.20/ft.	2,592.00
80 feet of drifts and/or crosscuts @ $33.80/ft.	2,704.00
Estimated total cost of project	$5,412.00
Government participation @ 75%	$4,059.00

Amendments:
No. 1, 11/20/56. Changed the starting date from September 1, 1956 to November 1, 1956.

Work Completed:

Construction - toolhouse, powder & exploder magazines	$116.00
32 feet of shaft @ $43.20/ft.	1,382.40
60 feet of drifts @ $33.80/ft.	2,704.00
Total accepted cost	$4,202.40
Government participation @ 75%	$3,151.80

Work began on October 31, 1956, and was completed prior to January 24, 1957. Field Team Final Report received June 26, 1957. Operator's Final Report: On March 25, 1957, the Division of Nonmetallic Minerals granted approval of the Field Team's Request to waive the Operator's Final Report. No equipment purchased under the contract.

3. Audit: Report of Review issued March 27, 1957.

Accepted cost	$4,202.40
Government participation	$3,151.80

8623

4. Certification of Discovery or Development - none issued. Value of production during operation - none. No strategic mica reserves indicated or can be inferred.

5. Comments:

How Conducted: All of the work in which the Government participated was acceptable.

Operation: Good.

Engineering: The Operator's Final Report was waived, however, their monthly narrative reports were above average.

Geologic Premise: The work proved that the pegmatite did not contain strategic mica in depth as was indicated by surface exposures.

Geologic Criteria upon which work was based:

1. Pegmatite: 5 to 8 feet thick, exposed along strike for about 100 feet, conformably enclosed in a rather hard feldspathic mica gneiss. The body is composed of chiefly weathered plagioclase feldspar with large irregular masses of quartz, and abundant clusters of muscovite books.

2. Mica: Clear, ruby, in books 3 to 6 inches wide and up to 2 inches thick. Some bending, cracking and slight biotite staining.

3. No previous production.

Geologic Criteria developed during project:

1. Pegmatite: Unzoned, 3 to 6 feet thick, pinching out at 30 foot depth. Consists of 70 to 85 percent muscovite, plagioclase and quartz.

2. Mica: None of strategic quality.

Future Possibilities: None.

Recommendation: The Division of Nonmetallic Minerals and the Commodity Members of the Bureau of Mines and Geological Survey concur in the Field Team's recommendation not to certify.

Walter C. Anderson

Walter C. Anderson
Division of Nonmetallic Minerals

WCAnderson:rsi 11/14/57
Copy to: Admr. R. File
Mr. Houk

P.S. Pegmatite contains 70% scrap mica. Volume of pegmatite 6,000 cu.ft., at 70% equals 4,200 cu.ft. of scrap mica, or about 300 tons, and at $20/ton is worth $6,000, or a royalty of $300, considering the scrap to be of good grade. However, it is very small and badly manganese and iron stained. Cost of mining would hardly sustain an economic operation.

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

July 17, 1957

OFFICIAL FILE COPY
D.M.E.A.
RECEIVED JUL 18 1957

DATE	INITIALS	CODE
7/18	C	220
		225

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: W. F. Dietrich, Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4150 (mica)

Applicant: Fred and Grady Toney

Name and Location of Property: Claude Blanton Property, Rutherford County, North Carolina

Contract Number: Idm-E 974

Date of Field Team Report: 6/24/57

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 7/1/57

Field Team Recommendation: Recommend that no certification of discovery be issued.

Comments:

1. A contract was awarded on July 23, 1956, approving expenditure of $5,412.00 for exploration of a 3 to 6 foot mica-rich pegmatite by shaft sinking and drifting.

2. No mica of strategic quality was produced from 32 feet of shaft and 80 feet of drift which was entirely in pegmatite.

3. Expenditures -

Total approved	$5,412.00
Total cost	4,202.00
Gov't. share of the cost	3,151.00
Value of production during operation	None

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 3 1957

DATE	INITIALS	CODE
7/3	C	220
		225
Memorandum		
To:	L. C. Houk, Defense Minerals Exploration Administration	

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

July 2, 1957
Re: DMEA 4150, Idm-E974
Fred and Grady Toney
Claude Blanton Property
Rutherford County, North Carolina
Mica

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of Field Team Final Report

The contract, awarded July 23, 1956, approved the expenditure of $5,412.00 in the exploration of a vertical 3-6 foot mica-rich conformable pegmatite by shaft sinking and drifting.

The shaft was sunk 32 feet at which point the pegmatite bottomed by pinching out. A drift was driven 80 feet, entirely in pegmatite. The cost of the work was $4,202.40 and the Government's share $3,151.80.

The pegmatite consists of from 50 to 85% mica, but none of it is of strategic quality, although strategic book mica shows in the outcrop. As no strategic mica was discovered the examiners recommend that no certification of discovery be issued.

I concur with the recommendation.

N. E. Nelson

N. E. Nelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

WASHINGTON 25, D.C.

June 24, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 26 1957

DATE	INITIALS	CODE
6/25	C	220
4		130
		130
7/1	C	220
7/11	Conc	100

Memorandum

To: Operating Committee - DMEA - Washington

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

Subject: Field Team Final Report - DMEA-4150 (mica)
Fred & Grady Toney, Spruce Pine, N.C.

Transmitted are four copies of the subject final report with maps attached.

The Field Team is in agreement with the Field Examiners that no certification of discovery should be issued.

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

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

Reviewed by
DMEA OPERATING COMMITTEE
6-28-57
(Date)

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 26 1957

DATE	INITIALS	CODE
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		220

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
FIELD TEAM, REGION V

On

DMEA-4150, Idm-E974(mica) CLAUDE BLANTON PROPERTY
Rutherford County, N. C.

By

S. C. Bergman, Geologist
Geological Survey

and

L. E. Shirley, Mining Engineer
Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
6-28-57
(date)

June 24, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 28 1957
DATE | INITIALS | CODE

EXPLORATION PROJECT

FINAL REPORT

On

DMEA-4150, Idm-E974-mica, CLAUDE BLANTON PROPERTY
Rutherford County, North Carolina

Operators: Fred and Grady Toney, R#1, Mooresboro, North Carolina

SUMMARY

A mica-rich pegmatite was explored by shaft sinking and drifting. No mica of strategic quality was discovered by the work completed under the contract. It is recommended that no certification of discovery be issued. Additional exploratory work is not warranted.

INTRODUCTION

Location

The Claude Blanton Property is in Rutherford County, N. C., about 2.1 airline miles due east of Ellenboro.

Previous Work

Exploratory work completed prior to the contract consisted of a bulldozer trench about 140 ft. by 45 ft. by 5 ft. deep. The long axis of this trench is approximately N 70°E.

Contract Work

A unit-cost contract was authorized July 23, 1956. Actual work began October 31, 1956 and was completed prior to January 24, 1957. Work completed under the contract consisted of sinking an 32-foot shaft and driving an 80-foot drift. A toolhouse, powder and exploder magazines were constructed under the contract to facilitate making these openings.

The shaft was collared near the northeast end of the cut (see attached map) and was sunk vertically to a depth of 32 feet. Additional sinking was not done as provided for in the contract because the pegmatite bottomed. It was constructed as a timbered, two-compartment shaft and was made 5' x 7' in cross-section. A drift was turned off to the southwest from the 29-foot level of the shaft; the first 41 ft. in a S80°W direction and the remaining 39 ft. S57°W. It was driven entirely in pegmatite.

GEOLOGY

A 3 to 6 foot thick pegmatite is present in the cut and the underground working. It strikes about N70° to 80°E and dips 80 to 90° SE. The body is, in general, parallel to the strike of the foliation and layering of the country rock but cuts across the dip of these structures. The pegmatite bottoms in the shaft at a depth of 30 ft. This bottom plunges gently to the southwest.

The pegmatite consists of muscovite, plagioclase and quartz. Zoning is not apparent. Muscovite constitutes 70 to 85 percent of the body, except at the southwest end of the drift where the amount decreases to about 50 percent. The mica is ruby-colored and is badly ruled and bent. Most is badly clay and mineral stained, and some is color-zoned. None is of strategic quality.

The enclosing country rock is interlayered sillimanite-mica schist and sillimanite-tourmaline-mica schist.

PRODUCTION AND RESERVES

No mica of strategic quality has been produced from this

property either prior to or during the life of the contract. No reserves of strategic mica were indicated by the work done under the contract nor can any be inferred.

Expenditures

(a)	Total amount of contract	$5,412.00
(b)	Total cost of project	4,202.40
(c)	Government's share of cost	3,151.80
(d)	Government's share unexpended	907.20
(e)	Value of production	None
(f)	Royalty received	None

Competency of Operator

The work completed under the contract was conducted in an efficient and workmanlike manner.

RECOMMENDATIONS

As no strategic mica was discovered by the work done under the contract, it is recommended that no certification of discovery be issued. Additional exploratory work is not warranted.

S. C. Bergman, Geologist
Geological Survey

L. E. Shirley-Mining Engineer
Bureau of Mines

June 24, 1957

rm 7
5)

OFFICIAL FILE COPY

Date	Surname	Code
3/29	Talbert	800
4/1	C	220
		225

MAR 28 1957

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

Re: Docket No. DMEA-4150 (Mica)
Fred Toney and Gredy Toney
Claude Blanton Property
Rutherford County, North Carolina
Contract No. Idm-E974

Dear Mr. Laurence:

Enclosed are the original and two copies of a Report of Review in lieu of a final audit prepared to cover the referenced project pursuant to your memorandum to me of March 13, 1957, and the Administrator's approval of the waiver of the requirement for an Operator's final report. The Operating Committee's letter of March 22, 1957, advised you of the approval of the waiver.

If you concur with the facts stated in this Report of Review, one copy should be retained by you and the original and one copy should be forwarded to the regional Finance Officer. If for any reason you do not concur, please return the report to this Division with your comments.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Chief
Contract Administration
and Audit Division

Enclosure

EDTalbert/wb
March 28, 1957

Copy to: Docket
Admr. Reading File
Mr. Chambers
Mr. Houk

Helen R. Miller

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
3/20	Anderson	600
3/21	Houk	600
3/22	Selfridge	130
"	Johnson	110
"	Rothenberg	100
3/25	C	220
		225

600

MAR 25 1957

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

Re: Docket No. DMEA-4150-Mica
Fred and Grady Toney
Claude Blanton Mine
Rutherford County, North Carolina
Contract No. Idm-E974

Dear Mr. Laurence:

Reference is made to your memorandum of March 14, 1957, requesting approval of your waiver of the requirement for an Operator's Final Report on the subject completed project.

Our approval of this action is hereby granted. However, in the future, the operator's final report should be required. It should include a definite statement by the operator on the following: His evaluation of the work results, whether he will continue the work, and a list of sales of mica and/or mica on hand that he intends to process.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (WB)

Approved:

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

Thor H. Kiilsgaard (WB)
Member, Geological Survey

WCAnderson:gad 3/20/57
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1033 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 15 1957

DATE	INITIALS	CODE
3/18	C	220
		225

March 14, 1957

Memorandum

To: C. O. Mittendorf, Chief Contract Admin. & Audit Div.

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

Subject: Waiver of final report requirement on DMEA-4150, Idm-E974 (mica) Fred and Grady Toney, Mooresboro, N.C. Claude Blanton Mine Rutherford County, N.C.

Work on this contract has been satisfactorily completed. Certification will not be recommended. All work was reported on two vouchers, accompanied by brief narratives, which gave the Operator's opinion of the work. We do not think any additional information would be obtained in a separate final report from these operators. Therefore, we request approval of our waiver of the requirement for an Operator's final report.

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

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

EXTRA-COPY

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1, POST OFFICE BLDG.
KNOXVILLE 2, TENNESSEE

WASHINGTON 25, D.C.

DMEA
RECEIVED MAR 15 1957

DATE	INITIALS	CODE
3/15	C	220
		225

March 13, 1957

Memorandum

To: Jay L. Chambers, Chief Contract Admin. & Audit Div.

From: Executive Officer, DMEA - Region V - Knoxville

Subject: Completion of DMEA-4150, Idm-E974-Mica.
Fred & Sandy Tenny, Mooresboro, N.C.
Claude Blanton Mine, Rutherford County, N.C.

Reference is made to your letter of March 8, 1957.

The project was completed in January 1957.

On January 24, the field examiners reported that the following units of work had been acceptably performed:

1) Construction of a toolhouse, powder and exploder magazines

2) Shaft sinking, 32 feet

3) Drifting, 80 feet

The memorandum of March 4, advising that we had waived the requirement for a final report, was sent before your March 1 memorandum was received, thus the Administrator's approval of the waiver was not requested. We are now requesting that approval and will notify you when it is received.

Robert A. Laurence

RAL/sm
cc
Opr. Com-3
Lynch
Files

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
3/7	Talbert	800
3/13	C	220
		225

MAR - 8 1957

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

Re: Docket No. DMEA-4150 (Mica)
Fred and Grady Toney
Claude Blanton Mine
Rutherford County, N. C.
Contract No. Idm-E974

Dear Mr. Laurence:

By memorandum dated March 4, 1957, you advise that work under the referenced contract has been completed and verified by the Field Team, the Field Team has waived the requirement for an Operator's final report, and a report of review is now in order.

My memorandum of January 9, 1957, addressed to all DMEA auditors (promulgated to you for compliance by the Operating Committee's letter of January 17), as amended by my memorandum of March 1, 1957 (based on the Special Notice in Operating Committee Minutes No. 782 of February 20, 1957), requires that a report of review or final audit certificate be withheld from release until the regional Executive Officer furnishes a communication stating:

(1) the project has been completed;

(2) the specific number of units of work acceptably performed; and

(3) an adequate final geological and engineering report has been received from the Operator, an amount considered to be the value of such report has been assessed, or the Administrator has approved a waiver of the requirement for the report.

As your memorandum of March 4 does not conform fully to these requirements, release of the requested report of review must be held in abeyance pending receipt of the required communication.

EDTalbert/wb
March 7, 1957

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Chief
Contract Administration
and Audit Division

Copy to: Docket
Admr. Reading File
Helen Miller
Mr. Selfridge
Mr. Houk
Mr. Chambers
Mr. Talbert

8623

Operating Committee

EXTRA COPY DMEA		
RECEIVED		1957
DATE	INITIALS	CODE
3-6	C	220
		225

March 4, 1957

Memorandum

To: Jay L. Chambers, Chief
Contract Administration and Audit Division
Defense Minerals Exploration Administration
Washington 25, D. C.

From: Executive Officer, DMEA Field Team, Region V

Subject: Completion of DMEA-4150, Idm-E974 (Mica)
Fred and Grady Toney, Mooresboro, North Carolina
Claude Hamton Mine, Rutherford County, N. C.

Work on this contract has been completed, and verified by the field examiners. The narrative accompanying the final voucher contained the Operators' appraisal of the results, and we doubt that they could present anything better in another report. Therefore, we are accepting this in lieu of the usual report and are waiving the requirement for an Operator's final report.

This was a unit-cost (short-form) contract.

Therefore, a Report of Review is now in order.

Robert A. Laurence

RAL/mg
cc
Operating Committee (3)
Lynch
Shirley
Files

ACTION ON INTERIM 4150
OR FINAL FIELD TEAM REPORT
Date 2/12

Referred to:

1. ~~Mr. Mittendorf~~
2. ~~Mr. Johnson~~
3. ~~Mr. Gunnborg~~
4. Docket Control Mails and Files
5. _____ Division
6. Docket Control Mails and Files

Note comments in report regarding:

1. Finished

2.

3.

4.

and take appropriate action.

- - - - - - - -

Action taken by Division:

Robert E. Adams

RECEIVED
D.M.E.A.

INTERIM REPORT

DMEA-4150, Idm-E974 (mica) CLAUDE BLANTON PROPERTY

Operator: Fred and Grady Toney, Route #1, Mooresboro, N. C.

Location: 2.1 airline miles due east of Ellenboro, Rutherford Co., N. C.

This contract has been completed without making a sizable discovery of strategic mica. The Field Examiners are of the opinion that this deposit has been explored sufficiently and does not merit any future exploration.

Work completed under the contract consisted of sinking 32 feet of vertical shaft and driving 80 feet of drift from the 29 foot shaft level to the southwest. The drift followed a pegmatite body, very rich in small mica, which varied in thickness from 3 to 5 feet. The mica exhibited considerable clay, iron, and manganese stain, and occurred as small to medium sized, thin books.

This project was conducted satisfactorily, and the Operators cooperated fully with the Field Examiners. The shaft timber work was excellent, and no better job has been observed in this area. Certification will not be recommended by the Examiners.

L. E. Shirley

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

S. C. Bergman, Geologist
U. S. Geological Survey

January 24, 1957

RECEIVED
JAN 22 1957
D.M.E.A.

INTERIM REPORT

DMEA-4150 Idm-E974 (mica) CLAUDE BLANTON PROPERTY

Operator: Fred and Grady Toney, Route 1, Mooresboro, North Carolina
Location: 2.1 airline miles due east of Ellenboro, Rutherford County, North Carolina

Drifting continues on this contract and 15 now at 60 feet; 41 feet have been driven S80°W and the remaining 10 feet have been driven S54°W. All work has been in pegmatite composed of approximately 80% mica and 20% other materials. The mica occurs in small to medium sizes with occasional recovery of thin books up to 3 by 5 inches. Staining by both clay and iron is very prevalent and renders most of the mica to scrap quality. A very small amount of quartz has been intercepted in the drift and no core as such, as observed on the surface can be reported. The body varies in thickness from 2 to 4 feet.

Instructions were given for continuing the drift in the present direction in an effort to produce strategic mica.

An excellent timbering job in the form of solid cribbing has been accomplished to shaft bottom. The shaft contains a solid partitioned manway with ladders and landings at 12 foot intervals. Recent progress on this contract has been good.

L. E. Shirley

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

S. C. Bergman, Geologist
U. S. Geological Survey

January 10, 1957

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

January 8, 1957

Memorandum

To: Catherine Curtin, Statistics and Control Division

From: Hazel Berry, Operating Committee
8/1/57

Subject: Amendment to Contract

Attached is the following docket copy of an amendment to a contract which has been reviewed and approved by the commodity division and the Contract Administration and Audit Division. No clearance by Legal appears necessary.

Fred and Grady Toney, DMEA-4150, Idm-E974,
Amendment No. 1.

Attachment-1

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

December 27, 1956

Memorandum

To: C. O. Mittendorf, Administrator

From: Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Subject: Amendment No. 1 - Docket No. DMEA-4150-Mica
Fred and Grady Toney
Claude Blanton Property
Rutherford County, North Carolina
Contract No. Idm-E974

The Nonmetallic Minerals Division concurs in Amendment No. 1 to the subject contract as written and executed in the Field. This amendment extends the date for commencement of work from September 1, 1956, to November 1, 1956.

The Operators have not indicated why they were slow in starting. The amendment is necessary since the contract work did not get under way until some time in October, 1956.

Walter C. Anderson

Walter C. Anderson

RECEIVED
DEC 26 1956
D.M.E.A.

INTERIM REPORT

DMEA-4150, Idm-E974 (mica) CLAUDE BLANTON PROPERTY

Operator: Fred and Grady Toney, Route No. 1, Mooresboro, North Carolina

Location: 2.1 airline miles due East of Ellenboro, Rutherford County, North Carolina

Shaft sinking has been completed to a total depth of 32 feet on this contract. Turnoff has been made from the shaft bottom and an advance of 9 feet of drift has been made in a S80°W direction. The pegmatite in the present heading is 2.5 to 3.0 feet thick and is rich in small scrap sizes of mica. Instructions were given for continuing the drift to the southwest. Recommendations were made concerning additional timbering necessary in the shaft. Progress on this contract is satisfactory.

L. E. Shirley

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

A. R. Taylor & S. C. Bergman
Geologists, U. S. Geological Survey

December 13, 1956

INTERIM REPORT

DMEA-4150, Idm-E974 (mica) CLAUDE BLANTON PROPERTY

Operator: Fred and Grady Toney, Route No. 1, Mooresboro, North Carolina
Location: 2.1 airline miles due east of Ellenboro, Rutherford County, North Carolina

Shaft sinking is continuing on this contract and is now at 28 feet, with 2 to 3 feet of muck in the bottom. The pegmatite at this point has apparently split or divided and one stringer narrows to less than 18 inches in the bottom. The other stringer dips out of the shaft on the southeast side at about 24 feet and narrows to about 4 inches. The Stringers are separated by sillimantic schist country rock. The 18 inch stringer strikes N73°E and dips 80°SE, essentially the same as the main body at the 20 foot level.

The Field Examiners are of the opinion that the body is terminating and recommended to the operator that after cleaning out muck and pulling one additional round of holes in the bottom, to turn off on a drift level to the southewst in a effort to outline reserves of strategic mica along strike. A sump will be established and the shaft floored. Progress on this contract is satisfactory.

The operator was advised to begin necessary timber work as soon as possible.

L. E. Shirley

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

A. R. Taylor & S. C. Bergman
Geologists, U. S. Geological Survey

November 29, 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
ROOM 1, POST OFFICE BLDG.
KNOXVILLE 2, TENNESSEE

RECEIVED NOV 28 1956 D.M.E.A.

November 26, 1956

Memorandum

To: Operating Committee, DMEA Washington

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

Subject: Amendment No. 1, DMEA-4150, Idm-E974 (mica)
Fred and Grady Toney, Rutherford County, N.C.

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

Robert A. Laurence
Robert A. Laurence EXECUTIVE OFFICER
DMEA REGION V

V. J. Lynch
V. J. LYNCH
MEMBER, BUREAU OF MINES
ROOM 1, POST OFFICE BLDG.
KNOXVILLE 2, TENNESSEE

RECEIVED NOV 23 1956 DMEA

INTERIM REPORT

DMEA-4150, Idm-E974 (mica) CLAUDE BLANTON PROPERTY

Operator: Fred and Grady Toney, Route No. 1, Mooresboro, North Carolina
Location: 2.1 airline miles due East of Ellenboro, Rutherford County, North Carolina

Vertical shaft sinking in pegmatite is underway on this contract and is now at 20 feet. Equipment was moved to the site on October 31, 1956 and shaft sinking began during that week. Material encountered has been silimanitic schist country rock and pegmatite. The body at the present shaft depth is 2.5 to 3.0 feet thick and is composed of a mixture of scrap mica, occasional smoky quartz as lenses and injected country rock. The mica is generally of very poor quality, contains considerable manganese stain, and is ruled and crinkled badly. The operator was advised to continue sinking and to follow pegmatite.

Equipment at the site consists of a 105 c.f.m. air compressor with accessories, double drum gasoline powered hoist and hand tools. A toolhouse and powder magazine have been built. The mine foreman was advised to revise the powder magazine to meet contract specifications. Timber needs were discussed with the operator and workers were advised to wear safety hats under ground.

Progress on this Contract has been good.

L. E. Shirley

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

A. R. Taylor, Geologist
U. S. Geological Survey

November 15, 1956

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

RECEIVED
OCT 10 1956

October 8, 1956

Messrs. Fred and Grady Toney
Route 1
Mooresboro, North Carolina

Re: DMEA-4150, Idm-E974 (Mica)
Claude Blanton Mine
Rutherford County, North Carolina

Dear Messrs. Toney:

On July 25, 1956, we sent you an executed contract for exploration at the Claude Blanton property.

According to this contract, work was to have started on or before September 1, 1956, and be completed on or before February 23, 1957. To date, we have had no word from you about this work and when our examiners visited the site on August 22, no work had been started.

Please advise me at once what your plans are, as the contract may be considered in default unless work is begun promptly, and an earnest attempt made to complete it within the scheduled time.

Very truly yours,

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

RAL/mg
cc
Operating Committee (2)
Mr. V. J. Lynch
Mr. L. E. Shirley
File

INTERIM REPORT

RECEIVED
SEP - 3 1956

DMEA-4150, Idm-E974 (mica) CLAUDE BLANTON PROPERTY

OPERATOR: Fred and Grady Toney, Route #1, Mooresboro, N. C.

LOCATION: 2.1 airline miles due east of Ellenboro, Rutherford Co., N. C.

No work under the contract has begun on this property to date. The Field Examiners were notified that work would begin about two weeks ago, hence this visit. Some indiscriminate surface excavation by bulldozer has been done recently. Several bags of scrap quality mica on the property were examined. Another visit will be made to the property when the Examiners are again in the area.

L. E. Shirley

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

A. R. Taylor

A.R. Taylor, D. H. Amos, and
S. C. Bergman, Geologists
U. S. Geological Survey

August 22, 1956

RECEIVED
JUL 27 1956

July 25, 1956

Mr. Fred and Grady Toney
Route # 1
Mooresboro, N. C.

Re: DMEA-4150, Idm-E974 (mica)
Claude Blanton Property
Rutherford County, N.C.

Dear Sirs:

Enclosed is your copy of the subject contract which has been signed by the Administrator of DMEA for the Government.

We have inserted the starting date as of September 1, 1956, but you may begin work any time before that date if you wish.

Very truly yours,

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

ZM.
cc:
Lynch
Finance Office
Opr. Com.-2
Shirley
Files

Docket Copy
Surname:
Hank
Talbert
Selfridge
F E Johnson

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

JUL 23 1956

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

Re: Docket No. DMEA-4150 - Mica
Fred and Grady Toney
Claude Blanton Property
Rutherford County, North Carolina

Dear Mr. Laurence:

Enclosed are the Operator's, Field Team's and Finance Officer's copies of the subject contract which have been dated, numbered, and executed by the Administrator for the Government.

Please fill in and advise this office of the starting date, and make the usual distribution.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

Approved:

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

Thor H. Kiilsgaard (THK)
Member, Geological Survey

Enclosures 3

LGHouk;gad 7/20/56
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

RAL.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1-35 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

July 17, 1956

RECEIVED
JUL 1 0 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-4150 (mica) Fred Toney and Grady Toney, R#1, Mooresboro, N. C. Claude Blanton Property, Rutherford County, N. C.

Transmitted are six copies of the subject proposed contract signed by the applicants. All six are being returned for the signature of the Administrator.

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

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

Docket Copy
Surname:
Anderson
Houk
Champlin
Selfridge
Johnson
Whitesides

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

JUL 2 - 1956

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

Subject: Docket No. DMEA-4150 - Mica
Fred and Grady Tenny
Claude Blanton Property
Rutherford County, North Carolina

Dear Mr. Laurence:

Enclosed are the original and five copies of an unexecuted contract. Please note the Administrator has not signed the contract. Contracts are to be signed by the Operator before execution by the Government. This action is necessary as an administrative safeguard until the Defense Production Act is extended by the Congress. Please do not date. Attachments to the contract are Annex I, Consent to Lien, Exhibit "A", and a map of the Claude Blanton Property. Two extra copies of Annex I, Exhibit "A" and the map are enclosed for the use of the Field Team.

If the proposed contract meets with your approval, present it to the applicant for execution. Please explain to the applicant that the contract is a firm commitment to complete the work outlined at the agreed cost. After execution by the operator, all copies are to be returned to this office for execution by the Administrator.

If any part of this proposed contract does not have either your approval or that of the applicant and cannot be amended within your delegated authority, then the original and all copies of the contract and the two extra copies of Annex I, Exhibit "A" and the map are to be returned to this office, together with the proposed changes for consideration.

Copies of memoranda dated June 22, 1956, by Mr. N.E.Nelson, USGS, and Mr. W. F. Dietrich, USBM, relating to the project are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

P. F. Yopes

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

Enclosures 12

WCAnderson:gad 6/28/56

Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Docket
Mr. Houk
Mr. Anderson

IN REPLY REFER TO:

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

RECEIVED
JUN 25 1956

June 22, 1956

Re: DMEA 4150
Fred and Grady Toney
Claude Blanton property
Rutherford Co., N. C.
App. Est. $9,750.00
Rec'd. Est. 5,617.00
Mica

Memorandum

To: L. G. Houk, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of Field Team report.

The applicants requested assistance in exploring a pegmatite, the outcrop of which has been exposed by a bulldozer trench for a length of 100 feet. The pegmatite is 5 to 8 feet wide, and "shows abundant clusters of books of muscovite (10 to 60% of the pegmatite) arranged in a crude centrally located zone". Examiners' report.

The examiners recommend a work program consisting of:

Shaft 60 feet	$2,673.00
Drift 80 feet	2,829.00
Buildings	115.00
	$5,617.00

I concur with the recommendation of the examiners and the Field Team.

N. E. Nelson

N. E. Nelson

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

RECEIVED
JUN 22 1956

June 22, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: W. F. Dietrich, Chief
Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4150 (mica)

Applicant: Fred and Grady Toney

Name and Location of Property: Claude Blanton Property, Rutherford County, N. C.

Date of Field Team Report: 6/15/56

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 6/21/56

Field Team Recommendation: That a unit-cost project for a total cost of $5617 be approved.

Comments:

1. A previously unexplored mica-bearing pegmatite has been exposed in a bulldozer cut 140 feet long. The structure is exposed for about 100 feet in length by 5 to 8 feet in width. Muscovite ruby books comprise 10 to 60 percent, by volume, of the structure.

2. The work, as recommended, consists of sinking a 60 foot shaft in the pegmatite, and drifting 80 feet along the strike from the bottom of the shaft, to determine the mica potential of the pegmatite below the weathered zone.

3. Proposed exploration outlined by the field team is consistent with good engineering practices and estimated costs are in line with other DMEA projects.

Recommendation: I concur with the field team's recommendation.

W. F. Dietrich

W. F. Dietrich

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1-25 P.O. BLDG.
KNOXVILLE 2, TENN.

RECEIVED
JUN 18 1956

June 15, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Field Examination - DMEA-4150, Claude Blanton Property (mica)

Transmitted are four copies of the subject examination report and 9 extra copies of the map.

This previously unexplored pegmatite appears to be worthy of exploration, and we recommend approval of a unit-cost contract as outlined in the report.

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

A. L. Peyton
A. L. Peyton for V. J. Lynch
Member, Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
6-22-56
(date)

RECEIVED
JUN 1 8 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT

On

DMEA-4150, CLAUDE BLANTON PROPERTY
(mica)
Rutherford County, N. C.

By

S. C. Bergman, Geologist
U. S. Geological Survey

and

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

June 15, 1956

Reviewed by
DMEA OPERATING CONTRACTOR
6-22-56
(6380)

RECEIVED
JUN 1 8 1956

FIELD EXAMINATION REPORT

DMEA-4150, CLAUDE BLANTON PROPERTY (mica)
Rutherford County, North Carolina

Summary

About 100 feet of 4 to 8 feet wide muscovite and quartz-rich pegmatite is exposed in a shallow 140 x 35 foot wide bulldozer trench. The abundance of potentially good strategic muscovite (10 to 60% of the structure by volume) and good strike length continuity recommend this Prospect for DMEA assistance.

General

The property was examined March 1, 1956 in the company of the applicants, Fred and Grady Toney. The examiners have had no previous contact with the applicants, but they seem to be responsible and capable individuals. There is no equipment, buildings or other improvements presently at the prospect site. The applicants do own a 60 CFM Schram compressor and a 45 lb. drill which the examiners feel are entirely inadequate for the job at hand, so that a complete rental allowance is recommended. The lease area is more than adequate and the proposed work well within the lease boundaries (see map).

Location

The Claude Blanton Property is about 2.1 airline miles due east of Ellenboro in Rutherford County, N. C. From Ellenboro take highway 74, 1.6 miles south; turn left and go 1 mile to the Cleveland County line; turn left on a farm road and go 0.6 mile in a northerly direction to the property.

Geology

A cut has been bulldozed 140 feet long, a maximum of 45 feet wide and 5 feet deep on a previously unexplored mica-bearing pegmatite. The structure is exposed along the southeastern rim of the cut for about 100 feet. It is

five to eight feet wide and has an attitude of N 65° E 45° NW to 60° SE. The pegmatite is conformably enclosed in a rather hard feldspathic mica gneiss. Composition is chiefly weathered plagioclase feldspar with large irregular masses of clear to smoky quartz and abundant clusters of books of muscovite (10 to 60% of the pegmatite) arranged in a crude centrally located zone. There has been no previous recovery of mica from this structure and that recovered from the shallow bulldozing is badly clay stained and otherwise weathered. It is essentially clear, ruby colored, with some bending, cracking and slight biotite staining. The muscovite occurs in books 3 to 6 inches wide and up to 2 inches in thickness.

Recommendations

The examiners recommend that a program be set up to define the mica potential of the structure beneath the zone of weathering. It is suggested that exploration program consist of sinking 60 feet of 5 x 7 feet, 2-compartment shaft and drifting 80 feet along the strike of the pegmatite. All work should be confined to pegmatite.

Estimated Costs:

Construct:

Toolhouse	$76.00	
Powder Magazine	25.00	
Exploder Magazine	14.00	$115.00

Sink 60 ft of 5 x 7', 2-compartment shaft on pegmatite (32 shifts)

Labor:

1 - Miner @ $1.50/hr	$384.00
1 - Hoistman @ $1.25/hr.	320.00
2- Laborers @ $1.00/hr.	512.00

Equipment (rental)

Compressor and drill @ $230/Mo.	$368.00
Hoist @ $50/Mo.	80.00
Pump @ $20/Mo.	32.00

$400

350

Supplies:

Explosives	202.00
Drill steel	108.00
Gasoline and oil	124.00
Small tools and pipe	120.00
Timber, 1500 b.f. @ $65/M	98.00
Miscellaneous	130.00
Liability Insurance	121.60
Social Security	24.32
State Unemployment	26.02
Sales Tax	23.06

2593.00

Total estimated cost of shaft sinking..... $2673.00
At estimated cost of $44.55/ft.

43.20/ft.

Drive 80 feet of 5' x 7' minimum x-section drift and/or cross-cut in pegmatite (35 shifts)

Labor:

1 - Miner @ $1.50/hr.	420.00
1 - Hoistman @ $1.25/hr.	350.00
2 - Laborers @ $1.00/hr.	560.00

Equipment (rental)

$437

Compressor, drill and jackleg @ $250/Mo.	438.00
Hoist @ $50/Mo.	88.00
Pump @ $20/Mo.	35.00

437

Supplies:

Explosives	248.00
Drill steel	120.00
Gasoline and oil	150.00
Small tools and pipe	92.00
Miscellaneous	120.00

Liability Insurance	$133.00	
Social Security	26.60	
State Unemployment	27.86	
Sales Tax	20.54	
Total estimated cost of drifting.....		$2829.00
@ unit cost of $35.36/ft.		
Total estimated cost of project.....		$5617.00

$2705.00

$33.80/ft.

Examined: March 1, 1956

S. C. Bergman, Geologist
Geological Survey

Wm. A. Beck, Mining Engineer
Bureau of Mines

z

DOCKET COPY
Surname:
Anderson
Houk
Selfridge
Johnson

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

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

FEB 13 1956

Re: Docket No. DMEA-4150-Mica
Fred and Grady Toney
Claude Blanton Property
Rutherford County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda dated February 1 and 8, 1956 by Mr. N. E. Nelson, USGS and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed.

The lease covers an area 600 feet by 1000 feet. The applicants have not indicated the location of the proposed work in relation to the property lines. If a contract is recommended, it will be appreciated if the maps submitted with the examination report show a tie-in of the proposed work to a property line.

It is noted that you have informed the applicants that their estimated costs are high and that they replied that they are willing to accept costs in line with other projects in the area.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (GHB)

Approved:

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

Thor H. Kiilsgaard (GHB)
Member, Geological Survey

Enclosures: 4

WCAnderson:ms 2/10/56
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson

Cont.

DOCKET COPY
Surname:
Anderson
Houk
Kiilsgaard
Yoder
Shelfordge
Fletcher

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

FEB 13 1956

Messrs. Fred and Grady Toney
Route #1
Mocresboro, North Carolina

Re: Docket No. DMEA-4150-Mica
Fred and Grady Toney
Claude Blanton Property
Rutherford County, North Carolina

Gentlemen:

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 V, Room 13, Post Office Building, Knoxville, 2, Tennessee, for further consideration and possibly a field examination.

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

Sincerely yours,

O. O. Mintzmyer

Administrator

WCAnderson:ms 2/10/56
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson
Field Team, Region V

R.C.K.

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

RECEIVED
FEB - 8 1956

February 8, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4150 (mica)

Applicant: F. & G. Toney

Name and Location of Property: _____, _____, N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 1/31/56

Comments:

1. Applicant states there has been no previous production from property.

2. Estimated costs are high in comparison to similar productions.

3. No data available in this office on this property and there is insufficient information given in the application to assist a preliminary appraisal.

4. Although it would be desirable for the applicant to furnish more complete information, it appears that a visit by an examiner would furnish more useful data.

Recommendation: It is recommended that the field team visit this mine when in that vicinity to ascertain if an exploration project is justified. If so, the field team and applicant should agree on a definite plan of exploration on a unit-cost basis.

W. F. Dietrich

W. F. Dietrich

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

February 2, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-4150 (mica) Fred Toney & Grady Toney, Mooresboro, N. C.
Claude Blanton Property, Rutherford County, N. C.

Enclosed are six copies of the Consent to Lien for the subject application, received from the applicant in response to our request.

In reply to our request for a breakdown of cost, the applicants wrote as follows: "Since we believe that this will become a profitable operation in the future we are willing to accept the costs as heretofore set up for jobd in this area. Trusting that this will be satisfactory, we are, very truly yours, Fred and Grady Toney." No other information was given.

Robert A. Laurence

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

V. J. Lynch

V. J. Lynch, Member
Bureau of Mines

IN REPLY REFER TO:

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

RECEIVED
FEB - 3 1956

February 1, 1956

Re: DMEA 4150
Fred and Grady Toney
Toney prospect
Rutherford Co., N. C.
$9,750.00 - Mica

Memorandum

To: L. G. Houk, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of application.

The applicant requests assistance in sinking 50 feet and drifting 100 feet on a pegmatite that is exposed for 200 feet and has a width of 10 feet. The estimated cost is $9,750.00, a high figure.

If well exposed, it may be possible to judge the mica-bearing potential of the pegmatite from the character of the outcrop.

Referral to the Field Team is recommended.

N. E. Nelson

N. E. Nelson

January 31, 1956
Subject: DMEA-4150
Re: Exploration Assistance
Claude Blanton Property

Messrs. Fred Toney & Grady Toney
Route # 1
Mooresboro, North Carolina

Gentlemen:

The receipt of your application dated January 25, 1956, for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-4150 and referred to the Nonmetallic Minerals Division.

Kindly identify all future correspondence relating to your application by this docket number.

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

January 31, 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region V

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

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

DMEA - 4150 Fred Toney & Grady Toney

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1050 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
JAN 30 1956

January 27, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Application from Fred Toney and Grady Toney (mica)
Claude Blanton Property, Rutherford County, N. C.

Enclosed are three copies of the subject application, received here today, with one copy of the lease, and three copies of our letter to the applicant.

Robert A. Laurence
Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 350 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
JAN 30 1956

January 27, 1956

Messrs. Fred Toney & Grady Toney
Route # 1
Shawsboro, North Carolina

Dear Sirs:

Your application for aid in exploration for strategic mica on the property leased from Claude and Mildred Blanton, in Rutherford County, North Carolina has been forwarded to our Washington office, in accordance with established procedure.

Your estimated costs of $75.00 per foot for shaft-sinking and $60.00 per foot for drifting are high in comparison to costs on similar jobs in your area. Please submit a breakdown of costs according to items 6, a to h, of the application form, in order to justify these costs.

As you are leasing the property, it will be necessary to have the land owners, Claude and Mildred Blanton, sign a Consent to Lien. Please have them sign all seven of the enclosed forms, and return six to me. If the boundaries of the lease are other than true north, west, south and east, please give actual bearings in metes and bounds description, and if possible give a tie-in between the beginning point and some permanent reference point which can be readily identified.

You will be notified in advance if an examination of the prospect is to be made.

Very truly yours,

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

RAL/mm
cc:
Opr. Com.-3
Lynch
Shirley
Files
RAL.

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED
JAN 30 1956

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

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

Not to be filled in by applicant

Docket No. DMEA-4150
Metal or Mineral Mica
Date Received 1-30-56
Estimated Cost $9,750.00
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Fred Toney & Grady Toney, A partnership
Route # 1, Mooresboro, North Carolina

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract Beginning at a point where Hutchins, Forbs and Blanton land corners and runs with Hutchins line North 600 feet; thence West 1000 feet; thence South 600 feet; thence East 1000 feet to the Beginning X

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

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

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

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

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

RECEIVED
JAN 27 1956
U. S. Geological Survey
Knoxville, Tenn.

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

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

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

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

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

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

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

(*c*) The work will start within 30 days and be completed within 12 months from the date of an exploration project contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

[X] Money [ ] Use of equipment owned by you [ ] Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated 1-25, 1956

Fred Toney
(Applicant)

By

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

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

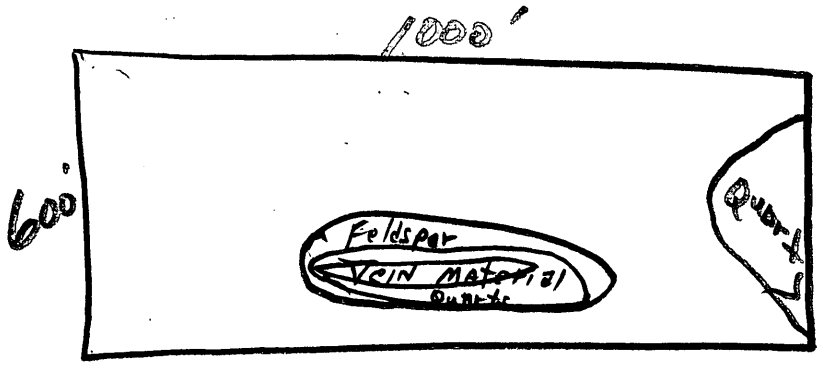
RECEIVED
JAN 30 ...

4.

(a) None
(b) Unknown
(c) Vein running East and West approximately 200 feet visible above ground about 10 feet wide; Ruby mica embedded in quarts.
(d) Private drive within 400 feet of project that connects with State road; shipping point 2½ miles; supply point 10 miles.
(e) Labor supply plentiful; electricity within ¼ mile; supplies and equipment can be purchased within 10 miles radius.

5.

(b)



Will explore center of vein material with shaft 50 feet deep and drift 100 feet.

(d) Applicants will supervise project and will personally work same. Applicants have had 4 years experience in mica minning.

6. Total cost $9,750.00; $75.00 per foot of shaft and $60.00 per foot drift

(a) None.

7.

(a) yes.

MINING LEASE

Printed and For Sale by The Tri-County News, Spruce Pine

STATE OF NORTH CAROLINA, Rutherford **COUNTY.**

This indenture made this 23 day of January 1956, between Claude Blanton and wife, Mildred Blanton of Rutherford County and State of North Carolina, as parties of the first part, and known as lessors, and Fred Toney and Grady Toney, of Rutherford County and State of North Carolina, of the second part and known as lessees:

WITNESSETH, That the parties of the first part, in consideration of the agreements hereinafter contained, on the part of the parties of the second part to be performed, hereby bargains, leases and grants to the parties of the second part, and their heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County of Rutherford State of North Carolina, to wit:

Beginning at a point where Hutchins, Forbes and Blanton land corners and runs thence with Hutchins line North 600 feet; thence West 1000 feet; thence South 600 feet; thence East 1000 feet to the Beginning

To Have and to Hold the said lands to them, for mining purposes, the said parties of thesecond part, and their heirs and assigns for the aforesaid period of five years upon a full compliance with the conditions of this instrument, for the purpose and with the right to dig, quarry, search for and obtain any kind of minerals, metals or fossils, and particularly mica and to conduct the same to any extent the said parties of the second part may desire. And it is hereby agreed between the parties to this agreement that the parties of the second part are to have the use of the unoccupied buildings on said lands for mining purposes, or have a right to erect such, if necessary, during the continuance of this lease, and keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by parties of the second part that no unnecessary damage is to be done to the lands herein leased during the continuance of said lease, but the said parties of the second part shall have right to take from said lands of party of the first part any wood or timber to carry on said mining operations or to erect buildings on said lands. (Timber of high or special market value excepted.) And the parties of the second part are to have right-of-way of ingress and egress to said mines. The said parties of the second part hereby agree to pay to the said parties of the first part, or their heirs or assigns, a rental or royalty of fifteen percent, on mica taken and sold from said mines for the use of the said lands for the aforesaid period of five years only; payable as follows: every thirty days

Payable on computation of selling bills on the tenth of each month covering sales during the previous month.

Royalties on all other minerals mined and sold shall be determined on a percentage basis and be governed by the market value.

The Term of this lease shall not be extended except with the option of the lessors; and in case of renewal, this instrument may stand if proper amendments are duly witnessed and attached in writing hereto. The lessors reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the assigns thereof. The lessee is not to assign this lease without license of the lessors.

But it is expressly agreed that unless mineral or fossil material of practical value for mining purposes shall be found within two years from the date of this instrument, this lease may be terminated by the lessee at any time thereafter, on 30 days notice to the lessor. The lessee agree that during continuance of this lease work in said mines shall not cease longer than six months at any one time, unavoidable accidents excepted.

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

Drawn By:
Geo. R. Morrow

Witness:
O R Coffield

J C H Blanton (Seal)
J Mildred C. Blanton (Seal)
(Seal)
(Seal)

NORTH CAROLINA, Rutherford COUNTY. Colfax TOWNSHIP.

I, O. R. Cofield, do certify that Claude Blanton

and Mildred Blanton

his wife personally appeared before me this day, and acknowledged the execution of the annexed MINING LEASE and [redacted]

[redacted]

~~being by me privately examined separate and apart from her said husband, touching her voluntary execution of the same, do state~~ that she signed the same ~~free and voluntarily, without fear or compulsion of her~~ said husband, ~~or of any other person, and~~ that she does still ~~voluntarily adhere to the same.~~

This 24 day of January, 19 56

My Comm. Exp: June 18th, 1956 O R Cofield Notary Public ~~Justice of the Peace.~~

NORTH CAROLINA, COUNTY.

The execution of the foregoing instrument was this day acknowledged before me, by

the grantor for the purposes therein expressed. Let the same, with this certificate, be registered. This day of, 19

NORTH CAROLINA, Rutherford COUNTY.

The foregoing certificate of O. R. Cofield, a notary Public of Rutherford County is adjudged to be correct and sufficient. Let the instrument, with the certificate be registered.

Witness my hand and official seal, this 25 day of Jan. 1956

J R Rice
Clerk Superior Court.

Filed for Registration at 12 45 o'clock P. M., Jan 25th, 1956 and registered in the office of Register of Deeds for RUTHERFORD County, in Deed Book No. 230 page No. 315

Jan. 25, 1956

W. O. Geer
Register of Deeds.

MINING LEASE

FROM

TO

Lease Book Page

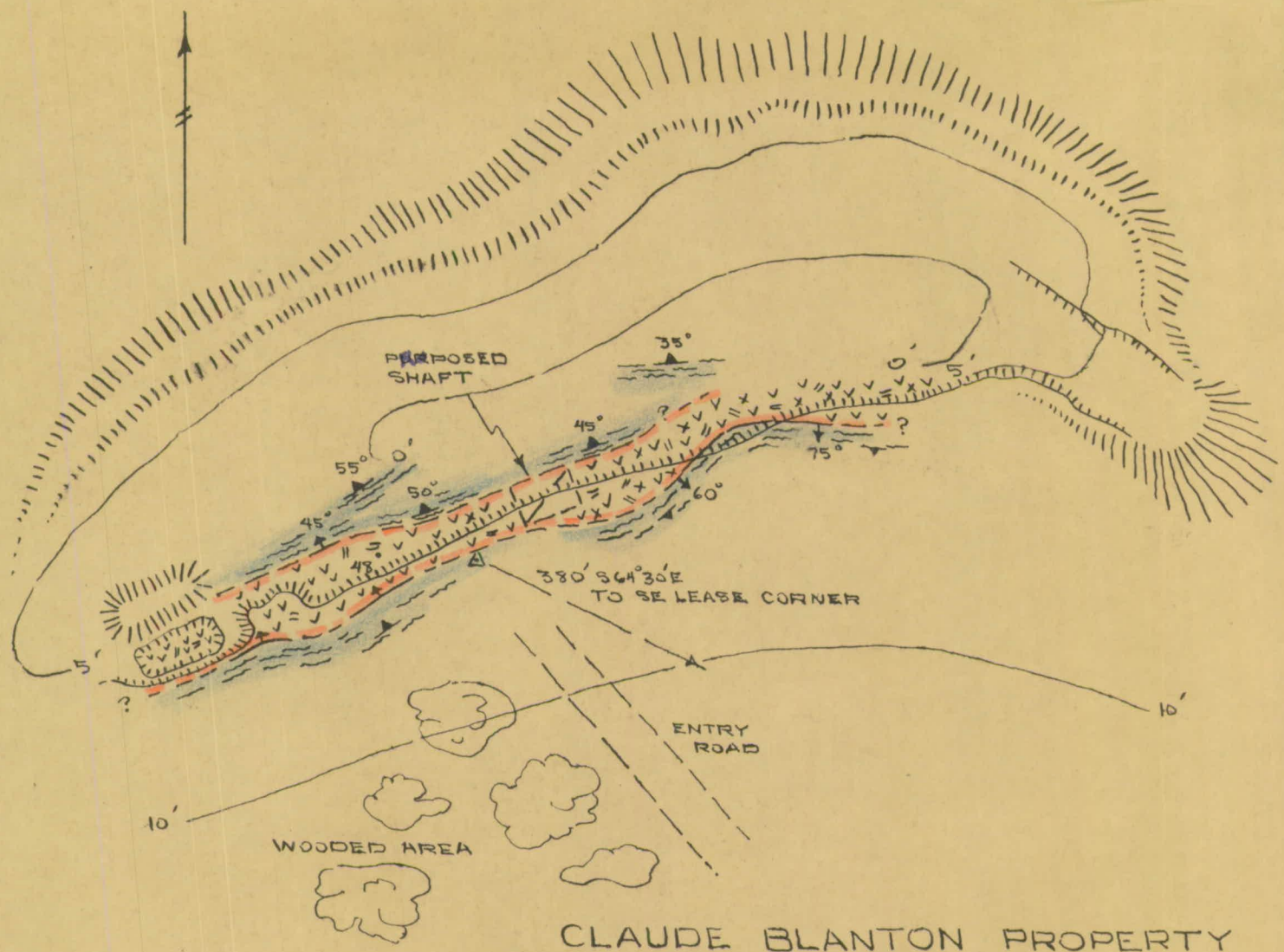
FEES:

Probate . . . . . $

Certificate and Seal, J. P. or N. P. . $

Certificate and Seal, Clerk . . . . $

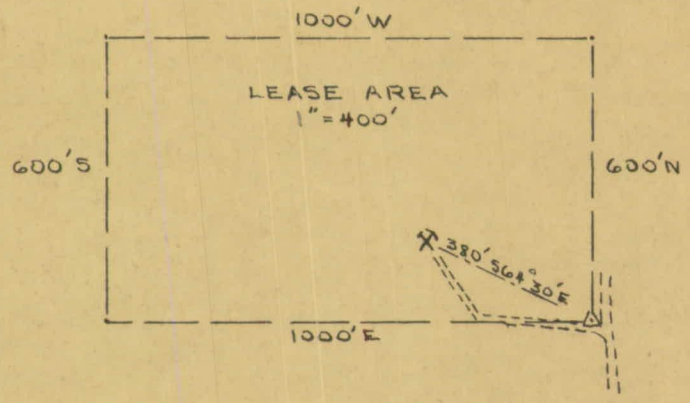
State Tax . . . . . $



CLAUDE BLANTON PROPERTY

RUTHERFORD COUNTY, N.C.

DMEA-4150 (MICA)

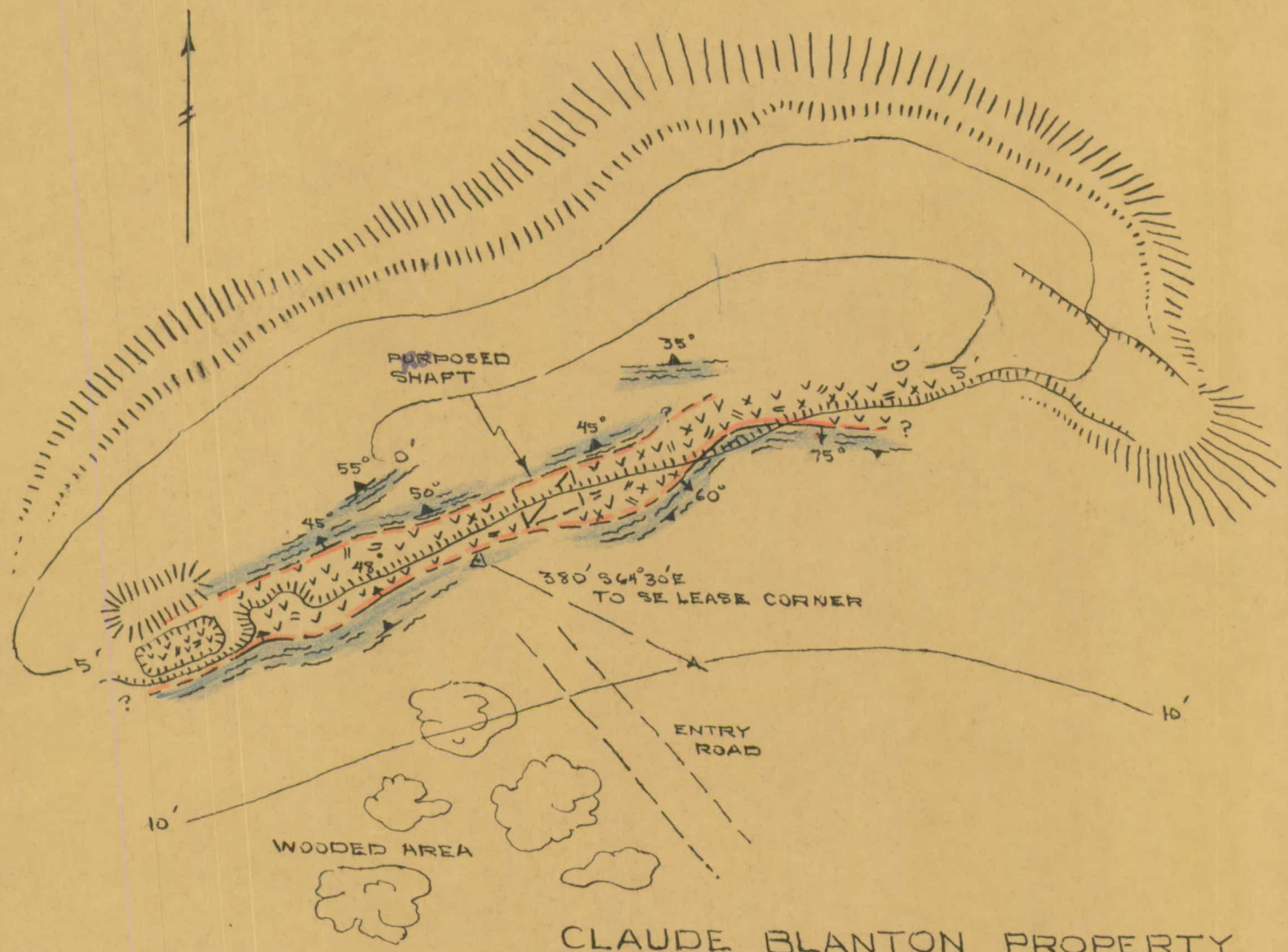


SCALE: 1" = 20'

LEGEND

- QTZ-MICA BEARING PEGMATITE
- MICA GNEISS & SCHIST
- EXPLORATION PIT OR TRENCH
- DUMP
- STRIKE & DIP OF PEG. CONTACT
- " " " " FOLIATION

16



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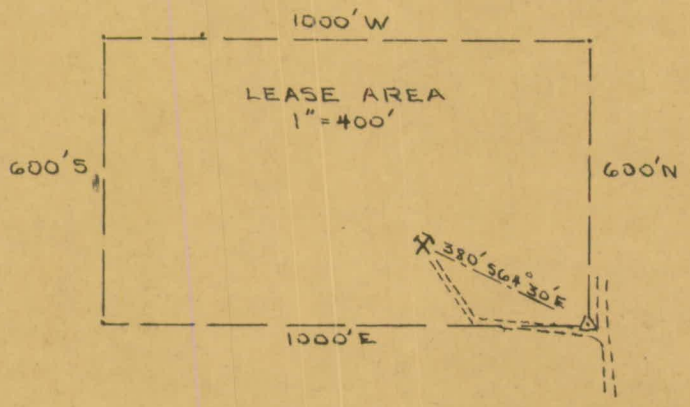
RUTHERFORD COUNTY, N.C.

DMEA - 4150 (MICA)



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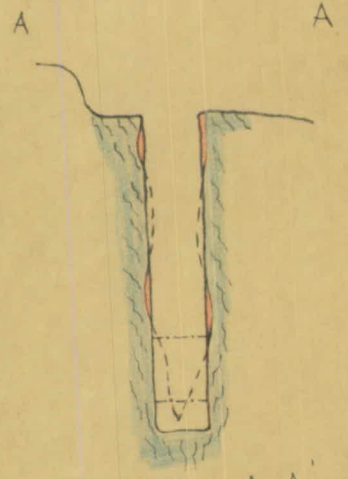

SECTION A-A'

CLAUDE BLANTON PROPERTY

RUTHERFORD COUNTY, N.C.

DMEA - 4150 (MICA)
SCALE 1" = 20'

LEGEND

- pegmatite
- sillimanite-mica schist
- cut
- dump
- strike & dip of foliation
- strike & dip of contact
- ---- outline of underground works
- —— contact

6-20-57

OFFICIAL FILE COPY
D M E A
RECEIVED JUN 26 1957

DATE	INITIALS	CODE