August 17, 1962

Memorandum

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

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

Subject: DMEA-5000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-5997

Enclosed for deposit to the subject DMEA account under symbol 14X4401 as a royalty receipt is check no. 2064 dated August 7, 1962, in the amount of $130.61, drawn by B-K Associates, Inc., on The Bank of Franklin, Franklin, N. C.

This remittance fully liquidates the royalty obligation under the contract.

Enclosure

EDTalbert/ama 8-17-62

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

AUG 3 1962

B-K Associates, Inc.
244 Palmer Street
Franklin, North Carolina

Re: DMTA-5000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Ids-3557

Gentlemen:

On June 14 you remitted the royalty due on scrap and punch sales for May and trimmed sales on SPAR Nos. 437 and 465 to the Mica Purchase Depot at Spruce Pine. Credit of this payment to the referenced contract account resulted in a balance of only $130.61 being payable to completely liquidate the Government's contribution under the contract.

A recent check of the Depot's records by a representative of this office disclosed that, in addition to twelve preliminary payments dating back to April 5, you have received an aggregate of $3,359.74 in final settlement of SPAR Nos. 496 and 512. The 5% royalty due on these two sales is more than sufficient to liquidate this account.

Your prompt remittance of a check in the amount of $130.61 is solicited.

Sincerely yours,

(signed) FRANK E. JOHNSON

ACTING Director

EDTalbert/ama 8-2-62

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

E 557 6/25/63 DMSA-3000 B.T.R. Mining Company

Macon County, N.C. (Terrell) Bryson Mine

Last reported Depot sale (Paying monthly)

Other known parties of possible interest:

J. P. Bryson
Walter Tippett
Luther Raby
Terrell + Eula Bryson
Roy Herbert Fouts
B-K Associates, Inc. DMS-3-47 A
3-165 B

Note: Check listing of reported sales (reverse of this sheet) for possible omissions.

Government contribution	$4,410.00	
Repaid to 5/21/62	4,007.48	402.52

B-K Associates, Inc.
250 W Palmer St
Franklin, N.C.

See note on E 662

Date	Rst	Amount	Seller
4/19/54	4-1096	266.92	B.T.R. Mining Co.
10/26/60	Spar-89	61.82 ✓	B-K Associates
12/1/60	SPBR 119	4,230.25 ✓	"
1/4/61	Spar 162	2,211.91 ✓	"
2/14/61	" 243	4,838.60 ✓	"
3/1/61	" 279	2,531.64 ✓	"
3/15/61	" 307	2,079.25 ✓	"
3/29/61	" 343	3,014.78 ✓	"
3/1/61	" 163	522.66 ✓	"
3/25/61	" 167	1,097.98 ✓	"
4/12/61	" 376	1,992.23 ✓	"
5/10/61	" 432	2,174.21 ✓	"
4/26/61	" 404	2,236.45 ✓	"
5/24/61	" 461	1,449.33 ✓	"
7/12/61	" 19	3,192.19 ✓	"
7/26/61	" 44	3,595.91 ✓	"
8/9/61	" 72	2,626.19 ✓	"
8/30/61	" 115	2,015.31 ✓	"
9/13/61	" 146	2,394.82 ✓	"
9/27/61	" 176	3,997.39 ✓	"
10/11/61	" 202	3,286.71 ✓	"
10/25/61	" 223	2,865.80 ✓	"
11/15/61	" 266	2,215.43 ✓	"
11/29/61	" 301	2,600.82 ✓	
12/14/61	" 330	2,850.55 ✓	

(Contd)

E557 Depot sales (cont'd)

12/28/61	Span 354	$ 2,236.50 ✓
1/11/62	366	2,363.12 ✓
1/25/62	383	2,951.61 ✓
2/8/62	414	2,322.78 ✓

Additional

4/5/62	Span 156	$ 222.24	Preliminary
4/12	Span 161	296.28	do
5/8	Span ~~437~~	~~2,138.53~~ ✓	
5/29	~~465~~	~~2,253.92~~ ✓	
6/7	496	2145.16	
6/15	512	1,214.58	
4/5	523	1,100.98	Preliminary
4/12	530	1,181.30	do
4/19	537	950.82	do
4/26	542	875.89	do
5/3	547	966.57	do
5/10	560	842.03	do

5/18/62 Span	566	917.21
6h	591	435.49
6/5	599	236.26
6/7	607	279.04

OMS Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
		500
		120
		110
		100
		220

Idm-E557

June 27, 1962

Memorandum

To: E. J. Talbert, Acting Chief
Contract Administration and Audit Division

From: C. E. Fisher, OMS Auditor

Subject: Audit Trip to Spruce Pine, North Carolina

I left Washington, D. C., via Southern Railway train No. 47 at 9:00 p.m., EST, June 17, 1962. Arrival in Asheville, N. C., was about 10:00 a.m., June 18. There I secured an automobile from Avis Rent-A-Car and drove to Spruce Pine, N. C. Left Spruce Pine at 10:00 a.m., June 23, and arrived back in Washington at 3:10 a.m., June 24, via Southern Railway train No. 16.

Most of the time in Spruce Pine was spent in reviewing the purchase records of the G.S.A. Mica Purchase Depot for the purpose of determining whether any unreported purchases had been made by that Depot of production from mines on which DMSA had entered into exploration project contracts. A total of 57 contracts were assigned for this investigation.

The last purchase by the Depot under the Mica Purchase Program was made on June 7, 1962. Mr. J. P. McKinney, Depot Superintendent, stated that processing the mica on hand and making final settlements with vendors will take another 60 to 90 days before the Depot is finally closed. Mr. McKinney also advised that 5,972 Participation Certificates were issued and 21,609 lots of mica were purchased during the program. At June 15 the yield of strategic mica amounted to 1,516,755.75 pounds. This will increase some when all processing is completed. As of June 1 the total payments to vendors amounted to $20,526,000. This amount will be increased when final settlements have been completed.

My review of the Depot records disclosed [illegible] contracts under which the Government may be entitled to royalty as hereinafter discussed. The investigation failed to disclose any purchases of production from the properties covered by the remaining [illegible] contracts. Memoranda for the files have been prepared for this latter group of contracts.

During the early stages of the exploration program, that is until 1957/8, two or more Government representatives were supervising exploration work in this mica region. They made frequent inspections of the various properties and were aware of what was happening. Mr. Beck made regular trips through the area and reminded the various parties of their royalty obligations. He checked the Depot records and often collected royalty. Several audit trips were made by representatives of this office, the last being my trip in February 1958. Mr. Beck continued his visits to the Depot and to the various operators through 1959 and subsequent investigations have been made by Messrs. Lynch and Leaure.

I believe that the reduction in royalty collections in the past 3 or 4 years may be accounted for by several circumstances:

First, a typical contract resulted in production during the exploration period and sometimes a little longer. Most of the mica exploration contracts were completed prior to 1958.

Second, nine of the mica exploration contracts had repaid their entire Government advance prior to 1958 and, of course, had no further royalty obligation. (For example, Sinkhole Miners, Idm-E364, DMEA-2379, operated right up to the day the Depot stopped buying.)

Third, there was a tendency on the part of the individual miners and some of the larger operators to work properties not subject to the Government lien for royalty. I noticed some instances where the name of the mine indicated that the production came from properties where DMEA had issued letters of no discovery. If the Government was not paying most of the mining expense in the form of contributions to exploration costs, why not work a property not subject to the Government's 5% royalty?

I visited the Spruce Pine Mica Company and met Mr. Lawrence Conley, who has been with that company and in the mica business for many years. He informed me that the only mica from the White Face Mine (Contract Idm-E662, DMEA-3255) his company had purchased were the two lots sold by John Carroll in 1954. Mr. Beck and I collected $13.34 royalty applicable to these sales from the property-owner, W. Howard Simpson, president of Non-Metallic Minerals Corp., on March 16, 1955. Mr. Conley expressed the opinion that no work had been done on the property since John Carroll was there.

The Spruce Pine Mica Company operates a fabricating plant. They primarily depend upon imported mica and this was especially true during the Government purchase program when everyone was

concentrating on strategic mica. Their company got only the local material that was not eligible for purchase by the Depot. Mr. Conley stated that some of the local miners have been in to "talk" about the possibility of continuing mining and are "considering" the matter. He indicated that he expected some land-owner farmers would probably bring in punch from time to time as they felt the need for cash. Just another crop from the land.

B-K Associates (Contract Idm-E557, DMEA-3000) sold punch to the Spruce Pine Mica Company. Mr. Conley hopes they will continue operations as the Bryson Mine is a good source of supply and, further, he would like to see a North Carolina operation continued. He stated that B-K Associates own a couple of punch presses (presumably in Baltimore), but that so far as he knew they had not used them on Bryson Mine production.

Sam Phillips met with me for an hour or so on Friday afternoon at the Baker Motel. This was after the rest of my investigation had been completed and I was satisfied that there was not much to be gained by such a meeting. Our talk was very general and limited mainly to projects in which he had been interested. He called my attention to the fact that 6 projects in which he was interested had repaid the Government advance in full. I carefully refrained from mentioning that in at least 10 times as many projects, he, and his associates, had stopped mining almost as soon as the Government contributions ceased. He mentioned the McKinney Mine (Contract Idm-E692, DMEA-3260) but I did not see any profit in a discussion of that case.

Mr. Phillips told me that all feldspar operations in the area were large open-cut mechanical operations and that it is practically impossible for the small operator to sell feldspar. The big operators have their own adequate supplies and do not wish to be bothered. The price is so low that the little fellow cannot afford to mine and haul his supply. Of course, when most of the mining expense was an exploration cost, some of the feldspar was sold. For example, Contract Idm-E412, DMEA-2277, Burke John Mica Miners, was certified because of feldspar discovery. According to Mr. Phillips the property has not been operated since completion of the exploration project.

My review of the Depot records indicated possible unpaid royalty in connection with 13 contracts as follows:

Contract Idm-E311, DMEA-2377, Piedmont Minerals, Inc.

I secured for our files a copy of the final settlement statement for lot No. SPBR-149(a), approved May 14, 1958, covering purchase from

[illegible] 115 pounds of [illegible], yielding 51.74 [illegible], [illegible] $194.56. A [illegible] $19.73 [illegible] the document was obtained [illegible] the [illegible] was made from production [illegible] to "abandonment" by the [illegible] operators under the contract. [illegible] a ruling by the [illegible] office royalty is not collected [illegible] the original [illegible] would again mine the [illegible] payment [illegible].

<u>Contract [illegible] Line Pest</u>

Final [illegible] statement for [illegible], approved July 20, 1[illegible], [illegible] Jr., [illegible] Street, Asheville, [illegible] same as [illegible]. This contract [illegible] ville is [illegible] by [illegible] him [illegible] on [illegible]

[illegible] about [illegible] the [illegible] union [illegible] certified [illegible].

[illegible] 962, [illegible] give [illegible] at [illegible] the [illegible].

[illegible] and [illegible] ating

$206.08 and $865.20, respectively, for mica sold by Baird Cove Mining Company, Route 3, c/o Ralph Cunningham, Franklin, N. C. The name and location of the mine are shown as Baird Cove Mine, Macon County, N. C., which is in agreement with the description of the mine in which exploration was performed.

Contract Idm-E495, DMEA-2793, Burns-Spangler Construction Co.

Final settlement sheet SPAR-157(a), approved September 18, 1958, covered payments aggregating $136.64 to Ed Burleson, Box 265, Bakersville, N. C. The name and location of the mine are shown as Lee Cornwell, Cleveland County, N. C., which is in agreement with the description of the mine in which exploration was performed.

Contract Idm-E548, DMEA-2921, Fred Tayler, Julian Greene & Johnnie Greene

Final settlement sheet SPAR-347(a), approved May 8, 1959, covered payment of $214.14 to Lewis Aldridge, Spruce Pine, N. C. The name and location of the mine are shown as Cow Camp, Avery County, N. C., which is in agreement with the description of the mine in the exploration contract.

Contract Idm-E557, DMEA-3000, B. T. R. Mining Company

Check dated June 14, 1962, from B-K Associates brought royalty receipts under this contract up to $4,279.39 or within $130.61 of the total Government contribution.

The Depot records indicated additional purchases from B-K Associates as follows:

Date	Lot No.	Amount	
6/7/62	SPAR-496	$2,145.16	Final
6/15/62	" -512	1,214.58	"
4/5/62	" -523	1,100.98	Preliminary
4/12/62	" -530	1,181.30	"
4/19/62	" -537	950.82	"
4/26/62	" -542	875.89	"
5/3/62	" -547	966.57	"
5/10/62	" -560	842.03	"
5/18/62	" -566	917.21	"
6/1/62	" -591	435.49	"
6/5/62	" -599	236.26	"
6/7/62	" -607	279.04	"
4/5/62	SPAO-156	222.24	"
4/12/62	" -161	296.28	"

Contract Idm-8618, DMEA-3132, Dixie Mines, Inc.

Royalty has not been paid to the Government in connection with the following settlement statements:

Lot No.	Date Approved	Seller	Amount
SPAR-257(a)	11/5/58	S. P. Lett, Rt. 3, Linville, Ala.	$2,019.20
" -270(a)	12/30/58	" " " "	455.37
" -333(a)	12/19/58	" " " "	861.37
" -414(a)	3/16/59	L. T. Rounds, Rt. 2, Columbiana, Ala.	157.88
" -511(a)	3/25/59	" " "	649.37
" -782(a)	6/23/59	" " "	356.95

Contract Idm-8664, DMEA-3247, Newland Buchanan, et al.

Final settlement sheet for lot No. SPBR-163(a), approved August 24, 1960, covered payments aggregating $854.94 to M. B. Burleson & Frank W. Phillips Co., c/o Mitchell Lumber Co., Spruce Pine, N. C. The name and location of the mine are shown as Johnson Mine, Mitchell County, N. C., which is in agreement with the description of the mine in which exploration was performed.

Contract Idm-8814, DMEA-3740, Roy Grindstaff, et al.

Final settlement sheet for lot No. SPAO-154(a), approved January 27, 1960, covered payments aggregating $263.65 to Persley & Grindstaff, Route 3, c/o Roy Grindstaff, Bakersville, N. C. The name and location of the mine are shown as Conley, Mitchell County, N. C., which is in agreement with the description of the mine in which exploration was performed.

Contract Idm-8977, DMEA-4337, Hawk Mining Company

Royalty has not been paid to the Government in connection with the following settlement statements:

Lot No.	Date Approved	Seller	Amount
SPAO-475(a)	4/18/59	J. E. Wilson, c/o Mitchell Lumber Co., Spruce Pine, N.C.	$ 114.80
" - 12(a)	7/24/59	" " " "	594.62
" - 51(a)	8/24/59	" " " "	1,070.73*
" - 89(a)	1/9/62	" " " "	302.37*

* Includes production from various mines. Amounts applicable to Hawk Mine are $195.57 and $9.48, respectively.

Contract Idm-[illegible], [illegible]-3216, Hector Mining Company

Final settlement sheets for lots [illegible]-1(a) and SPAO-14(a), approved September 7, 1960, covered payments aggregating $195.70 and $141.11, respectively, to Dan Allen, Route [illegible], Burnsville, N. C. The name and location of the mine are shown as Hector Mine, Yancey County, N. C., which is in agreement with the description of the mine in which exploration was performed.

Contract Idm-[illegible], [illegible]A-3452, Howard Borne & John Jarrett

Final settlement sheet for lot SPAF-559(a), approved December 1, 1959, covered payments aggregating $101.31 to Persley & Grindstaff, c/o Roy Grindstaff, Route 3, Bakersville, N. C. The name and location of the mine are shown as Putman, Mitchell County, N. C., which is in agreement with the description of the mine in which exploration was performed.

The following is furnished for your use in the unlikely event you may find it necessary to secure additional information regarding purchases by the Spruce Pine Depot.

Mr. McKinney stated that he does not know what is to become of the Spruce Pine Depot records when the Depot is finally closed. He is recommending that the copies of settlement statements and supporting papers maintained at the Depot be destroyed as they are duplicates of original documents on which disbursements were made. The original documents are in the custody of:

General Services Administration, Region 3
Office of Regional Comptroller
Document Control and Collections Section
Room 6238, Regional Office Building
7th and D Streets, S. W.
Washington 25, D. C.

During the purchase program it was the practice to furnish copies of all settlement sheets to:

Mr. Avery H. Reed, Jr., Chief
Knoxville Field Office
Division of Mineral Industries
Bureau of Mines
404 Hamilton Bank Building
Knoxville 2, Tennessee

I understand that these copies were used by the Bureau of Mines to compile statistical data relating to production from the various mines. I do not have any information regarding the ultimate disposition made of these copies.

CBFisher/ama 6-27-62

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

JUN 3 0 1962

Memorandum

To: Robert A. Laurence, U. S. Geological Survey

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

Subject: DMEA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-5357

The discrepancy of $.05 referred to in your June 20 memorandum regarding the subject contract was due to a difference between the amount of the remittance and the computation shown in the June 15, 1961, letter from B-K Associates, Inc. The check no. 962 dated June 28, 1961, was in the amount of $116.52, whereas $116.57 is shown in the letter.

The total repayment through the date of your memorandum was $4,007.48, but since then an additional remittance of $271.91 has been received making $4,279.39 the total to date. As the total repayable is $4,410.00, a repayment of $130.61 will close this account as paid in full.

EDTalbert/ama 6-25-62

cc:
Docket
Director's Reading File
CA & A Division

JUN 21 1962

Memorandum

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

(Signed) E. D. Talbert

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

Subject: DMEA-3000 (Mica)
A. I. M. Mining Company
Jarrell Bryson Mine
Macon County, North Carolina
Contract IDM-L557

Enclosed for deposit to the subject DMEA account under symbol 14X4401 as a royalty receipt is check no. 2035 dated June 14, 1962, in the amount of $271.91, drawn by B-K Associates, Inc., on The Bank of Franklin, Franklin, North Carolina.

This remittance covers the Government's 5% royalty on the following sales:

Mica Purchase Depot Lot No. STAR 457	$2,138.53
Mica Purchase Depot Lot No. STAR 465	2,253.92
Punch and scrap during May 1962	1,046.15
Total (erroneously shown by Operator as $5,438.10)	$5,438.60

Enclosure

EDTalbert/ama 6-21-62

cc:
Docket
Director's Reading File
GA & A Division
Region IV files (2) (w/cy of incoming ltr. and settlements)

MAY 3 1 1962

Memorandum

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

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

Subject: DMEA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-8557

Enclosed for deposit to the subject DMEA account under symbol 14X4401 as a royalty receipt is check no. 1927 dated May 15, 1962, in the amount of $428.69, drawn by B-K Associates, Inc., on The Bank of Franklin, Franklin, North Carolina.

This remittance covers the Government's 5% royalty on the following sales:

Mica Purchase Depot:			
1/11/62	140.62 lbs.	$2,363.12	
1/25/62	161.37 lbs.	2,951.61	
2/8/62	155.63 lbs.	2,322.78	$7,637.51
Punch and Scrap during April 1962			936.38
Total			$8,573.89

Enclosures

EDTalbert/ama 5/21/62

cc:
Docket
Director's Reading File
CA & A Division
Region IV (2) (w/cy of incoming ltr.)

APR 1 6 1962

Memorandum

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

(Signed) E. D. Talbert

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

Subject: DMEA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-E337

Enclosed for deposit to the subject DMEA account under symbol 14X6401 as a royalty receipt is check no. 1795 dated April 11, 1962, in the amount of $452.15, drawn by B-K Associates, Inc., on The Bank of Franklin, Franklin, North Carolina.

This remittance covers the Governments 5% royalty on the following sales:

Mica Purchase Depot Lot No. SPAR 301	$2,600.82
Mica Purchase Depot Lot No. SPAR 330	2,850.55
Mica Purchase Depot Lot No. SPAR 354	2,236.50
Punch and scrap during March 1962	1,353.12
Total	$9,042.99

Enclosures

EDTalbert/cac
April 16, 1962

cc: Director's reading file
CA&A Division
Region IV (2 w/cy of incoming ltr.)

April 1, [illegible]

[illegible] Department of the Interior
Office of [illegible]erial Exploration
Washington [illegible], D. C.

Fe. Contract Ide - [illegible]

[illegible]

I am enclosing check #1795 in the amount of 34[illegible],15 to cover royalty [illegible] the above contract as per the following:

[illegible]:

[illegible] Mineral Product [illegible] @ [illegible].00 ton $[illegible]

[illegible] Sales:

[illegible]	[illegible] Mineral		[illegible].27	
[illegible]	"	"	[illegible]	
[illegible]	"	"	[illegible]	
[illegible]	"	"	[illegible]	
[illegible]	[illegible] Fine Mica		[illegible]	
[illegible]	"	" "	[illegible]	
[illegible]	"	" "	[illegible]	
[illegible] Sales				[illegible]

[illegible]

[illegible]	[illegible]	30 [illegible]	[illegible]	
[illegible]	[illegible]	330 [illegible]	10[illegible]	[illegible]
12-29-61	[illegible]	354 [illegible]	lbs.	[illegible]
[illegible] Trimmed Mica Sales				[illegible]
[illegible] Sales				$ [illegible]

[illegible] @ 5% $ [illegible]

Yours very truly,

Clyde [illegible]

[illegible]

Memorandum

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

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

Subject: DMEA-3000 (Mica)
B. T. K. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-F557

Enclosed for deposit to the subject DMEA account under symbol 14X4401 as a royalty receipt is check no. 1700 dated March 14, 1962, in the amount of $149.37, drawn by B-K Associates, Inc., on the Bank of Franklin, Franklin, North Carolina.

This remittance covers the Government's 5% royalty on the following sales:

Mica Purchase Depot Lot No. BPAM 266	$2,213.49
Punch and scrap during February 1962	776.03

Enclosures

EDTalbert/cac
March 19, 1962

cc: Director's reading file
CA&A Division ✓
Region IV (w/cy of incoming ltr. and settlement)

March 14, 1962

United States Department of the Interior
Bureau of Mineral Exploration
Washington 25, D. C.

Re: Contract Idm - 2557

Gentlemen:

I am enclosing check #1700 in the amount of $149.57 to cover royalty sales on the above contract as per the following:

Spinned mica sales:

138.23 lbs.	sold 11-15-61 SPAR 266	$2215.43

Trash Mica sales:

[illegible]	Spruce Pine Mica	68.00
[illegible]	Duncan Mineral Co.	200.30
[illegible]	" " "	200.61
[illegible]	" " "	179.68
		$648.59

Scrap Mica:

[illegible] lbs.	127.44
Total Sales	$2991.46
Royalty	$ 149.57

Yours very truly,

Clyde C. Drake

Clyde C. Drake

GENERAL SERVICES ADMINISTRATION

FINAL SETTLEMENT - MICA PURCHASE

MICA PURCHASE REPORT

[illegible]	[illegible]

EVALUATION DATA

QUALITY	POUNDS	PRICE PER LB.	AMOUNT	POUNDS	PRICE PER LB.	AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER		[illegible]		[illegible]	[illegible]	[illegible]
GRADES NO. 4 AND 5				[illegible]		[illegible]
GRADES NO. 5½ AND 6				[illegible]		[illegible]
STAINED						
GRADES NO. 3 AND LARGER		12.[illegible]		[illegible]	[illegible]	[illegible]
GRADES NO. 4 AND 5		[illegible]		[illegible]		[illegible]
GRADES NO. 5½ AND 6		[illegible]		[illegible]		[illegible]
HEAVY STAINED						
GRADES NO. 3 AND LARGER		6.[illegible]			13.[illegible]	
GRADES NO. 4 AND 5		4.[illegible]			[illegible]	
GRADES NO. 5½ AND 6		[illegible]		[illegible]	[illegible]	[illegible]
TOTALS		[illegible]				

MONTANA

GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER		[illegible]				
GRADES NO. 4 AND 5						
GRADES NO. 5½ AND 6						
STAINED						
GRADES NO. 3 AND LARGER		[illegible]				
GRADES NO. 4 AND 5		[illegible]				
GRADES NO. 5½ AND 6		[illegible]				
HEAVY STAINED						
GRADES NO. 3 AND LARGER		[illegible]				
GRADES NO. 4 AND 5		[illegible]				
GRADES NO. 5½ AND 6		[illegible]				
TOTALS		[illegible]				
TOTAL WEIGHT AND VALUE	☐ [illegible]	☐ MONTANA (MULTIPLE [illegible]		137.41	[illegible]	[illegible]

ADJUSTED VALUE WHEN LESS THAN 16% GS 4 B (ABOVE VALUES)

FROM PROGRAM B, DEDUCT $4.00 PER POUND FOR HEATING [illegible]

FINAL BASIS FOR PAYMENT [illegible]

LESS: INITIAL PAYMENT VOUCHER NUMBER [illegible]

BALANCE DUE ☐ [illegible] ☐ [illegible]

NAME AND LOCATION OF MILL

[illegible] County, [illegible]
[illegible]

[illegible]	137.41
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	137.13

SELLER'S NAME AND ADDRESS (Type or print)

[illegible] Associates
[illegible] Pioneer Stages
[illegible], Mon.

DATE [illegible]

GSA WASH D C 98-5237

FEB 15 1962

Memorandum

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

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

Subject: DMEA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-8557

Enclosed for deposit to the subject DMEA account under symbol 14X4401 as a royalty receipt is check no. 1629 dated February 12, 1962, in the amount of $539.27, drawn by B-K Associates, Inc., on the Bank of Franklin, Franklin, North Carolina.

This remittance covers the Government's 5% royalty on the following sales:

Mica Purchase Depot Lot No. SPAR 176	$3,947.39
Mica Purchase Depot Lot No. SPAR 202	5,286.71
Mica Purchase Depot Lot No. SPAR 223	2,865.80
Punch and scrap during January 1962	685.44

Enclosure

EDTalbert/ama 2-15-62

cc:
Docket
Director's Reading File
CA & A Division
Region IV (w/cy of incoming ltr. and settlement)

JAN 22 1962

Memorandum

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

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

Subject: DMEA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-E357

Attached for deposit to the subject DMEA account under symbol 14X4401 as a royalty receipt is check no. 1599 dated January 19, 1962, in the amount of $149.32, drawn by B-K Associates, Inc., on the Bank of Franklin, Franklin, North Carolina.

This remittance covers the Government's 5% royalty on the following sales:

Mica Purchase Depot Lot No. SPAR 146	$2,394.82
Punch and scrap during December 1961	595.58

Attachment

EDTalbert/ama 1-22-62

cc:
Docket
Director's Reading File
CA & A Division
Region IV (w/cy of incoming ltr. and settlement)

JAN 9 1962

Memorandum

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

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

Subject: DMEA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-8557

Attached for deposit to the subject DMEA account under symbol 14X4401 as a royalty receipt is check no. 1445 dated December 15, 1961, in the amount of $128.22 drawn by B-K Associates, Inc., on the Bank of Franklin, Franklin, North Carolina.

This remittance covers the Government's 5% royalty on the following sales:

Mica Purchase Depot Lot No. SPAR 115	$2,015.31
Punch and scrap during November 1961	548.88

Attachment

EDTalbert/ama 1-9-62

cc:
Docket
Director's Reading File
CA & A Division
Region IV (w/cy of incoming ltr, and settlement)

DEC 1 1 1961

Memorandum

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

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

Subject: DMEA - 3000 (Mica)
B.T.N. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-E557

Enclosed for deposit to the subject DMEA account under symbol 14X4401 as a royalty receipt is check no. 1440 dated December 8, 1961, for the amount of $166.83, drawn by E-K Associates, Inc., on the Bank of Franklin, Franklin, North Carolina.

This remittance covers the Government's 5% royalty on the following sales:

Mica Purchase Depot Lot No. SPAR - 72 (a)	$2,626.19
Punch and during October 1961	710.43

Enclosure

EDTalbert-cac
cc to: Dir. reading file
CA&A Division ✓
Acting Field Officer, Reg. IV (2)
(with copies of incoming letr. &)
(settlement)

B-K Associates, Inc.

250 W. PALMER ST.
FRANKLIN, N. C.

United States Department of
Office of Mineral Development
Washington 25, D. C.

Gentlemen:

I am enclosing check [illegible]
royalty sales on the above com[illegible]

Trim: [illegible]

Bunch: [illegible]-5-[illegible]
10-11-[illegible]
10-13-[illegible]
10-20-[illegible] "
10-27-[illegible] "
Total [illegible]

Screen: Franklin [illegible]
Total sales

Royalty [illegible]

[illegible]

OCT 26 1961

Memorandum

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

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

Subject: DMSA-3000 (Mica)
S. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idu-2557

Attached for deposit to the subject DMSA account under symbol 14X4401 as a royalty receipt is check no. 1283 dated October 16, 1961, in the amount of $210.67 drawn by S-K Associates, Inc., on the Bank of Franklin, Franklin, North Carolina.

This remittance covers the Government's 5% royalty on the following sales:

Mica Purchase Depot Lot No. IPAR-44(a)	$3,395.91
Punch and scrap during September 1961	617.51

Attachment

EDTalbert/ama
October 23, 1961

Copy to: Docket
Director's Reading File
CA & A Division
Acting Field Officer, Region IV (w/cy of incoming ltr. and settlement)

SEP 1 4 1961

Memorandum

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

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

Subject: DMEA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-E557

Attached for deposit to the subject DMEA account under symbol 14X6401 as a royalty receipt is check no. 1171 dated September 12, 1961, in the amount of $188.27 drawn by B-K Associates, Inc., on the Bank of Franklin, Franklin, North Carolina.

This remittance covers the Government's 5% royalty on the following sales:

Mica Purchase Depot Lot No. SPAR-19(a)	$3,192.19
Punch and scrap during August 1961	373.22

Attachment

EDTalbert/ama
September 14, 1961

Copy to: Docket
Director's Reading File
CA & A Division
Acting Field Officer, Region IV (w/cy of incoming ltr. and settlement)

AUG 28 1961

Memorandum

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

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

Subject: DMEA-3000 (Mica)
B. T. R. Mining Company
Terrell Stysen Mine
Macon County, North Carolina
Contract IDs-4557

Attached for deposit to the subject DMEA account under symbol 14X4401 as a royalty receipt is check no. 1136 dated August 25, 1961, in the amount of $104.80 drawn by E-K Associates, Inc., on the Bank of Franklin, Franklin, North Carolina.

This remittance covers the Government's 5% royalty on the following sales:

Mica Purchase Depot Lot No. SPAK 461	$1,447.33
Lunch and scrap during July	638.70

Attachment

EDTalbert/ama
August 28, 1961

Copy to: Docket
Director's Reading File
CA & A Division
Acting Field Officer, Region IV (w/cy of incoming ltr. and settlement)

JUL 2 0 1961

Memorandum

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

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

Subject: DMEA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-1 557

Attached for deposit to the subject DMEA account under symbol 14X4401 as a royalty receipt is check no. 1019 dated July 18, 1961, in the amount of $227.81 drawn by B-K Associates, Inc. on the Bank of Franklin, Franklin, North Carolina.

This remittance covers the Government's 5% royalty on the following sales:

Mica Purchase Depot Lot No. SPAR 404	$2,236.45
Mica Purchase Depot Lot No. SPAR 432	2,174.21
Punch and scrap during June	145.56

Attachment

EDTalbert/cac
July 20, 1961

cc to: Docket
Director's reading file
CA & A Division
Acting field officer, Region IV
(with copy of incoming letter and settlements)

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUL 20 1961
DATE | IN

B-K Associates, Inc.

250 W. PALMER ST.
FRANKLIN, N. C.

July 1[illegible], 19[illegible]1

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

Re: Contract Idm-E557

Gentlemen:

I am enclosing check #1019 in the amount of $227.81 to cover royalty on sales on the above contract as per the following:

SPAR 432		2,174.21	
SPAR 404		2,236.45	
	Total Depot Sales		4,410.66
Punch Mica sold		107.08	
Scrap Mica sold		38.48	
	Total June Sales		4,556.22

4,55[illegible].22 [illegible] 22[illegible].2[illegible]

Yours truly,

B-K ASSOCIATES, INC.

Clyde C. Drake

nmc

JUL 3 1961

Memorandum

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

From: Chief, Division of Field Operations

Subject: DMSA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-8557

Attached for deposit to the subject DMSA account under symbol 14X4401 as a royalty receipt is check no. 962 dated June 28, 1961, in the amount of $116.52 drawn by B-K Associates, Inc., on the Bank of Franklin, Franklin, N. C.

George C. Selfridge

Attachment

AMAlley/ama
July 3, 1961

Copy to: Docket
Director's Reading File
CA & A Division
Acting Field Officer, Region IV with copy of incoming letter and settlement statements

MAY 1 8 1961

B-K Associates, Inc.
250 W. Palmer Street
Franklin, North Carolina

Re: DMRA-3080 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-8577

Gentlemen:

Your May 15 letter, with which you remitted a $525.79 check for royalty under the referenced contract, lists settlement Spar 243 in the amount of $4,858.60 as one of the applicable sales.

Royalty covering this sale also was included in your March 27 remittance of $395.67. On the other hand, settlement Spar 343 in the amount of $3,014.78 was omitted from your listing, although a copy of the settlement was submitted.

Royalty accordingly has been overpaid by the amount of $91.19. Credit for this overpayment may be taken by deduction on your next remittance.

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

EDTalbert/ama
May 17, 1961

Copy to: Docket
Director's Reading File
GA & A Division
Acting Field Officer, Region IV (2)

17 MAY 1961

Memorandum

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

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

Subject: NMSA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Mason County, North Carolina
Contract Idc-8557

Attached for deposit to the subject DMEA account under symbol 1AN4401 as a royalty receipt is check no. 055 dated May 15, 1961, in the amount of $225.79 drawn by B-K Associates, Inc., on the Bank of Franklin, Franklin, N. C.

Attachment:

EDTalbert/gla
5-17-61
cc to: Docket
Director's Reading File
CA&A Division
Act. Fld.Off., Reg. IV (2) with copies of settlements

B-K Associates, Inc.

250 W. PALMER ST.
FRANKLIN, N. C.

OFFICIAL FILE COPY

MAY

Re:

Contract Thereof

I am enclosing royalty check No. 694 for the amount of $ 525.79

X 343 = $3014.78

$ 525.79

Sincerely yours

B-K ASSOCIATES, INC.

Clyde C. Drake

OFFICIAL FILE COPY
O M F
MAR 10 1961

800

Abandoned

January [illegible], 1960 through a contract between Mr. and Mrs

MAY 4 1961

B-K Associates, Inc.
250 W. Palmer Street
Franklin, North Carolina

Re: DMEA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-8557

Gentlemen:

In your March 27 letter, with which you enclosed your check for $595.67 covering royalty due the Government under the referenced contract, you indicated that future royalty would be forwarded promptly upon receipt of final settlements.

The last final settlement applicable to your remittance was dated March 13, 1961. Since that date several additional final settlements have been made by the Spruce Pine Mica Purchase Depot; however, neither copies of the settlement sheets nor payment of the royalty have been received.

Your prompt submission of the additional royalty due the Government, together with copies of the pertinent settlement sheets, will be appreciated.

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

EDTalbert/ama
May 2, 1961

Copy to: Docket
Director's Reading File
CA & A Division
Acting Field Officer, Region IV (2)

MAY 4 1961

Mr. and Mrs. Terrell Bryson
Franklin, North Carolina

Re: DMEA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Ida-8557

Dear Mr. and Mrs. Bryson:

By letter dated March 23, 1961, I gave you notice of possible action, under an Owner's Consent to Lien executed by you on April 11, 1953, to secure payment of royalty then delinquently due the Government under the referenced contract. I also requested certain information concerning mineral rights in the property under the contract.

The royalty then due the Government has since been paid by B-K Associates, Inc.; however, to place our records on a current basis, the information regarding mineral rights is still desired. Your answers to the following questions are solicited:

(1) How and when did J. F. Bryson, Luther Raby, and Walter Tippett relinquish their rights in the Bryson Mine?

(2) How and when did B-K Associates, Inc., acquire possession of and mining rights in the property?

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

EDTalbert/ama
May 2, 1961

Copy to: Docket
Director's Reading File
CA & A Division
Acting Field Officer, Region IV (2)

E-557

For royalty payment of $595.67, dated March 31, 1961, see transmittal letter file.

B-K Associates, Inc.

250 W. PALMER ST.
FRANKLIN, N. C.

March 27, 1961

EXTRA COPY
O. M. E
RECEIVED APR 3 1961

DATE		

UNITED STATES DEPARTMENT OF THE INTERIOR
OFFICE OF MINERAL EXPLORATION
KNOXVILLE, TENNESSEE

Re: Contract Idm-E557
DMEA-3000

Dear Mr. Lawrence:

I am enclosing royalty check No. 740 for the amount of $ 595.67 to cover royalty on the following sales :

7,488 Lbs.	Punch Mica	@ 5½¢ lb.	$ 411.84
251 Lbs.	Shims "	@ 20¢ lb.	50.28
6,785 Lbs.	Scrap "	@ $32.00 ton	108.74
			$ 570.78

SPAR-89	Dated 11-8-60	$ 61.92
SPAR-162	Dated 1-24-61	2,211.91
SPBR-119	Dated 3-7-61	4,230.25
SPAR-243	Dated 3-13-61	4,838.60
	TOTAL SALES :	$ 11,913.46
	ROYALTY AT 5% :	$ 595.67

This will bring the mica sales up to date and we will forward the royalty payments as we receive the final payments.

Sincerely yours,

B-K ASSOCIATES, INC

Clyde C. Drake

Clyde C. Drake

RECEIVED
MAR 31 1961
U. S. Geological Survey
Geologic Division
Knoxville Tenn

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

GENERAL SERVICES [redacted]INISTRATION

FINAL SETTLEMENT - MICA PURCHASE

MICA PURCHASE DEPOT - [redacted]

PROGR[redacted]

[X] A
[ ] B

DATE PURCHASED: 10-26-60

ACCEPTANCE NUMBER: A23-89(a)

CERTIFICATE AUTHORIZATION NUMBER	LOT NUMBER	VOUCHER NUMBER	SCHEDULE NUMBER
[redacted]-3-47A	[redacted](a)		

EVALUATION DATA

RUBY

QUALITY	HALF TRIM POUNDS	HALF TRIM PRICE PER LB.	HALF TRIM AMOUNT	FULL TRIM POUNDS	FULL TRIM PRICE PER LB.	FULL TRIM AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER	~	$	$		$ 70.00	$
GRADES NO. 4 AND 5				.17	40.00	6.80
GRADES NO. 5½ AND 6				1.25	17.70	22.13
STAINED						
GRADES NO. 3 AND LARGER		12.00			31.90	
GRADES NO. 4 AND 5		5.00		.46	18.25	8.40
GRADES NO. 5½ AND 6		3.00		3.09	7.55	23.33
HEAVY STAINED						
GRADES NO. 3 AND LARGER		8.00			14.80	
GRADES NO. 4 AND 5		4.00		.02	6.85	.14
GRADES NO. 5½ AND 6		2.00		.28	4.00	1.12
TOTALS			$			$

NONRUBY

QUALITY	HALF TRIM POUNDS	HALF TRIM PRICE PER LB.	HALF TRIM AMOUNT	FULL TRIM POUNDS	FULL TRIM PRICE PER LB.	FULL TRIM AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER		$	$		$ 70.00	$
GRADES NO. 4 AND 5					40.00	
GRADES NO. 5½ AND 6					17.70	
STAINED						
GRADES NO. 3 AND LARGER		9.60			25.55	
GRADES NO. 4 AND 5		4.00			14.60	
GRADES NO. 5½ AND 6		2.40			6.55	
HEAVY STAINED						
GRADES NO. 3 AND LARGER		6.40			11.85	
GRADES NO. 4 AND 5		3.20			5.45	
GRADES NO. 5½ AND 6		1.60			4.00	
TOTALS			$			$

TOTAL YIELD AND VALUE [X] RUBY [ ] NONRUBY *(Half trim plus full trim)* 5.27 LBS. $ 61.92

ADJUSTED VALUE WHEN LESS THAN 18% GS & B (ABOVE VALUE $ _____ X _____ ÷ 18) $

FOR PROGRAM B, DEDUCT $4.00 PER POUND FOR RIFTING AND TRIMMING

FINAL BASIS FOR PAYMENT $ 61.92

LESS: INITIAL PAYMENT VOUCHER NUMBER SCHEDULE NUMBER 31.45

BALANCE DUE [X] SELLER [ ] GOVERNMENT $ 30.47

NAME AND LOCATION OF MINE

Bryson Mine, Macon County, N. C.
L GS & B 26.94

PROCESSED FOR PAYMENT (LBS.)	5.27
PROCESSED - NO PAYMENT (LBS.) THINS	
BLACK *(Dots, Spots, Stained)*	
UNDERSIZED	
PROCESSING [redacted]	.02 Gain
TOTAL POUNDS PURCHASED	5.25

APPROVED
DEPOT SUPERINTENDENT

SELLER'S NAME AND ADDRESS *(Type or print)*

D-K Associates
250 West Farmer Street
[redacted]

EXTRA COPY
O. M. E
RECEIVED APR 3 1961

DATE	INITIALS	CODE

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

GENERAL SERVICES ADMINISTRATION

FINAL SETTLEMENT - MICA PURCHASE

MICA PURCHASE DEPOT - Spruce Pine, N. C.

PROGRAM: [ ] A Alternate "B"

DATE PURCHASED: 12-1-60

ACCEPTANCE NUMBER: BR3-119(a)

CERTIFICATE AUTHORIZATION NUMBER: -3-165B

LOT NUMBER: SPB2-119(a)

VOUCHER NUMBER:

SCHEDULE NUMBER:

EVALUATION DATA

RUBY

QUALITY	HALF TRIM POUNDS	HALF TRIM PRICE PER LB.	HALF TRIM AMOUNT	FULL TRIM POUNDS	FULL TRIM PRICE PER LB.	FULL TRIM AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER		$	$	1.69	$ 70.00	$ 118.30
GRADES NO. 4 AND 5				28.13	40.00	1125.20
GRADES NO. 5½ AND 6				70.32	17.70	1244.66
STAINED						
GRADES NO. 3 AND LARGER		12.00		13.16	31.90	419.80
GRADES NO. 4 AND 5		5.00		78.53	18.25	1433.17
GRADES NO. 5½ AND 6		3.00		170.59	7.55	1287.95
HEAVY STAINED						
GRADES NO. 3 AND LARGER		8.00		.66	14.80	9.77
GRADES NO. 4 AND 5		4.00		15.34	6.85	105.08
GRADES NO. 5½ AND 6		2.00		35.75	4.00	143.00
TOTALS			$			$

NONRUBY

QUALITY	HALF TRIM POUNDS	HALF TRIM PRICE PER LB.	HALF TRIM AMOUNT	FULL TRIM POUNDS	FULL TRIM PRICE PER LB.	FULL TRIM AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER		$	$		$ 70.00	$
GRADES NO. 4 AND 5					40.00	
GRADES NO. 5½ AND 6					17.70	
STAINED						
GRADES NO. 3 AND LARGER		9.60			25.55	
GRADES NO. 4 AND 5		4.00			14.60	
GRADES NO. 5½ AND 6		2.40			6.55	
HEAVY STAINED						
GRADES NO. 3 AND LARGER		6.40			11.85	
GRADES NO. 4 AND 5		3.20			5.45	
GRADES NO. 5½ AND 6		1.60			4.00	
TOTALS			$			$

TOTAL YIELD AND VALUE [X] RUBY [ ] NONRUBY (*Half trim plus full trim*) 414.17 LBS. $ 5886.93

ADJUSTED VALUE WHEN LESS THAN 18% GS & B (ABOVE VALUE $ _____ X _____ ÷ 18) $

FOR PROGRAM B, DEDUCT $4.00 PER POUND FOR RIFTING AND TRIMMING 1656.68

FINAL BASIS FOR PAYMENT $ 4230.25

LESS: INITIAL PAYMENT VOUCHER NUMBER SCHEDULE NUMBER 464.42

BALANCE DUE [X] SELLER [ ] GOVERNMENT $ 3765.83

NAME AND LOCATION OF MINE

Bryson Mine, Macon County, N. C.
% GS & B 24.18

Scrap 4568.92
Skimmings 10.31
Washer 35.00

RECEIVED APR 5
DATE

PROCESSED FOR PAYMENT (LBS.)	414.17
PROCESSED - NO PAYMENT (LBS.)	18.00
THINS	Unqualified
BLACK (*Dots, Spots, Stained*)	
UNDERSIZED	
PROCESSING LOSS	865.60
TOTAL POUNDS PURCHASED	5312.00

SELLER'S NAME AND ADDRESS (*Type or print*)

D-K Associates
250 West Penner Street
Franklin, N. C.

APPROVED

DEPOT SUPERINTENDENT

DATE 3-7-61

GSA WASH D C 58-3177

GSA FORM 1013a
SEPTEMBER 1957

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

GENERAL SERVICES ADMINISTRATION

FINAL SETTLEMENT - MICA PURCHASE

MICA PURCHASE DEPOT - Spruce Pine, N. C.

PROGRAM: [X] A [ ] B

DATE PURCHASED: 1-4-61

ACCEPTANCE NUMBER: AR3-162(a)

CERTIFICATE AUTHORIZATION NUMBER: DMB-3-47A

LOT NUMBER: SPAR-162(a)

VOUCHER NUMBER:

SCHEDULE NUMBER:

EVALUATION DATA

RUBY

QUALITY	HALF TRIM POUNDS	HALF TRIM PRICE PER LB.	HALF TRIM AMOUNT	FULL TRIM POUNDS	FULL TRIM PRICE PER LB.	FULL TRIM AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER		$	$	2.03	$ 70.00	$142.10
GRADES NO. 4 AND 5				16.38	40.00	655.20
GRADES NO. 5½ AND 6				21.96	17.70	388.69
STAINED						
GRADES NO. 3 AND LARGER		12.00		4.12	31.90	131.43
GRADES NO. 4 AND 5		5.00		26.63	18.25	486.00
GRADES NO. 5½ AND 6		3.00		52.50	7.55	396.38
HEAVY STAINED						
GRADES NO. 3 AND LARGER		8.00			14.80	
GRADES NO. 4 AND 5		4.00		.11	6.85	.75
GRADES NO. 5½ AND 6		2.00		2.84	4.00	11.36
TOTALS			$			$

NONRUBY

QUALITY	HALF TRIM POUNDS	HALF TRIM PRICE PER LB.	HALF TRIM AMOUNT	FULL TRIM POUNDS	FULL TRIM PRICE PER LB.	FULL TRIM AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER		$	$		$ 70.00	$
GRADES NO. 4 AND 5					40.00	
GRADES NO. 5½ AND 6					17.70	
STAINED						
GRADES NO. 3 AND LARGER		9.60			25.55	
GRADES NO. 4 AND 5		4.00			14.60	
GRADES NO. 5½ AND 6		2.40			6.55	
HEAVY STAINED						
GRADES NO. 3 AND LARGER		6.40			11.85	
GRADES NO. 4 AND 5		3.20			5.45	
GRADES NO. 5½ AND 6		1.60			4.00	
TOTALS			$			$

TOTAL YIELD AND VALUE [X] RUBY [ ] NONRUBY (*Half trim plus full trim*) 126.57 LBS.	$2211.91
ADJUSTED VALUE WHEN LESS THAN 18% GS & B (ABOVE VALUE $ _____ X _____ ÷ 18)	$
FOR PROGRAM B, DEDUCT $4.00 PER POUND FOR RIFTING AND TRIMMING	
FINAL BASIS FOR PAYMENT	$2211.91
LESS: INITIAL PAYMENT VOUCHER NUMBER SCHEDULE NUMBER	1173.00
BALANCE DUE [X] SELLER [ ] GOVERNMENT	$1038.91

NAME AND LOCATION OF MINE

Bryson Mine, Macon County, N. C.
% GS & B 31.90

SELLER'S NAME AND ADDRESS (*Type or print*)

PROCESSED FOR PAYMENT (LBS.)	126.57
PROCESSED - NO PAYMENT (LBS.) THINS unqualified	5.41
BLACK (*Dots, Spots, Stained*)	
UNDERSIZED	
PROCESSING LOSS	.52
TOTAL POUNDS	

EXTRA COPY
O. M. E
RECEIVED APR 3 1961
DATE

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

GENERAL SERVICES ADMINISTRATION

FINAL SETTLEMENT - MICA PURCHASE

MICA PURCHASE DEPOT - Spruce Pine, N. C.

PROGRAM: [X] A [ ] B

DATE PURCHASED: 2-14-61

ACCEPTANCE NUMBER: AK3-243(a)

CERTIFICATE AUTHORIZATION NUMBER: MIS-3-47A

LOT NUMBER: MPAK-243(a)

VOUCHER NUMBER:

SCHEDULE NUMBER:

EVALUATION DATA

RUBY

QUALITY	HALF TRIM POUNDS	HALF TRIM PRICE PER LB.	HALF TRIM AMOUNT	FULL TRIM POUNDS	FULL TRIM PRICE PER LB.	FULL TRIM AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER		$	$	6.33	$ 70.00	$ 443.10
GRADES NO. 4 AND 5				35.68	40.00	1427.20
GRADES NO. 5½ AND 6				42.72	17.70	756.14
STAINED						
GRADES NO. 3 AND LARGER		12.00		9.37	31.90	298.90
GRADES NO. 4 AND 5		5.00		55.59	18.25	1014.52
GRADES NO. 5½ AND 6		3.00		116.72	7.55	881.24
HEAVY STAINED						
GRADES NO. 3 AND LARGER		8.00			14.80	
GRADES NO. 4 AND 5		4.00		.26	6.85	1.78
GRADES NO. 5½ AND 6		2.00		3.93	4.00	15.72
TOTALS			$			$

NONRUBY

QUALITY	HALF TRIM POUNDS	HALF TRIM PRICE PER LB.	HALF TRIM AMOUNT	FULL TRIM POUNDS	FULL TRIM PRICE PER LB.	FULL TRIM AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER		$	$		$ 70.00	$
GRADES NO. 4 AND 5					40.00	
GRADES NO. 5½ AND 6					17.70	
STAINED						
GRADES NO. 3 AND LARGER		9.60			25.55	
GRADES NO. 4 AND 5		4.00			14.60	
GRADES NO. 5½ AND 6		2.40			6.55	
HEAVY STAINED						
GRADES NO. 3 AND LARGER		6.40			11.85	
GRADES NO. 4 AND 5		3.20			5.45	
GRADES NO. 5½ AND 6		1.60			4.00	
TOTALS			$			$

TOTAL YIELD AND VALUE [X] RUBY [ ] NONRUBY (*Half trim plus full trim*) 270.60 LBS. $ 4638.60

ADJUSTED VALUE WHEN LESS THAN 18% GS & B (ABOVE VALUE $ _____ X _____ ÷ 18) $

FOR PROGRAM B, DEDUCT $4.00 PER POUND FOR RIFTING AND TRIMMING

FINAL BASIS FOR PAYMENT $ 4638.60

LESS: INITIAL PAYMENT VOUCHER NUMBER SCHEDULE NUMBER 2582.13

BALANCE DUE [X] SELLER [ ] GOVERNMENT $ 2056.47

NAME AND LOCATION OF MINE

Bryson Mine, Mason County, N. C.
% R & B 31.31

PROCESSED FOR PAYMENT (LBS.)	270.60
PROCESSED - NO PAYMENT (LBS.)	9.82
THIN	Unqualified
BLACK (*Dots, Spots, Stained*)	
UNDERSIZED	
PROCESSING LOSS	1.82
TOTAL POUNDS PURCHASED	282.24

SELLER'S NAME AND ADDRESS (*Type or print*)

D-K Associates
250 West Palmer Street
Franklin, N. C.

EXTRA COPY
O. M. E
RECEIVED APR 3 1961
DATE | INITIALS | CODE

APPROVED

DEPOT SUPERINTENDENT

3-13-61

DATE

GSA WASH D C 58-3177

GSA FORM 1013a
SEPTEMBER 1957

Mr. and Mrs. Terrell Bryson
Franklin, North Carolina

MAR 2 3 1961

Re: DMEA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-8557

Dear Mr. and Mrs. Bryson:

As an inducement to the Government to enter into the referenced Defense Minerals Exploration Administration contract, on April 11, 1953, you executed an Owner's Consent to Lien whereby the Government was granted a lien upon the land described in the contract, i.e., the Bryson Mine, and upon any production therefrom. This lien was for the purpose of securing the payment to the Government of the percentage royalty on production provided for under the terms of the contract.

This office, as successor to the Defense Minerals Exploration Administration, is responsible for the administration of the contracts entered into by the latter. This responsibility includes the enforcement of the royalty provisions of the contract and, if necessary, the liens to secure payment thereof.

We understand that the Bryson Mine has been reopened under the name of B-K Associates, Inc., and that mica production has been sold. No royalty, however, has been paid to the Government. Furthermore, correspondence addressed to B-K Associates, Inc., c/o Clyde Drake, Franklin, North Carolina, has not been answered. Accordingly, notice is hereby given that the Government may take action under the lien if the royalty due is not paid within a reasonable time.

In order to bring our records up to date and to assist in collection of the royalty from the producers, any information you can supply on the following questions will be sincerely appreciated:

(1) How and when did J. P. Bryson, Luther Raby, and Walter Tippett relinquish their rights in the Bryson Mine?

(2) How and when did B-K Associates, Inc., acquire possession of and mining rights in the property?

(3) What is the correct address of B-K Associates, Inc.?

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

EDTalbert/ama
March 22, 1961

Copy to: Docket
Director's Reading File
CA & A Division
Acting Field Officer, Region IV (2)

MAR 2 3 1961

Mr. J. P. McKinney
Depot Superintendent
G.S.A. Mica Purchase Depot
Spruce Pine, North Carolina

Re: DMEA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-8557

Dear Mr. McKinney:

It is understood that the Bryson Mine, which was formerly operated by the B. T. R. Mining Company, has been reopened under the name of B-K Associates, Inc., Franklin, North Carolina, and mica has been sold to the Depot.

Under the provisions of the referenced exploration project contract, any minerals production from the Bryson Mine is subject to a percentage royalty which the B. T. R. Mining Company or its successor in interest shall pay to the Government. To secure the payment of this royalty, Terrell Bryson and his wife, Eula Bryson, on April 11, 1955, executed an Owner's Consent to Lien whereby the Government was granted a lien upon the land and upon any production therefrom.

Correspondence, addressed to B-K Associates, Inc., c/o Clyde Drake, Franklin, North Carolina, requesting payment of royalty and copies of the applicable settlement sheets, has not been answered.

To assist us in the prosecution of this matter, your cooperation by furnishing a copy of each pertinent settlement sheet will be sincerely appreciated.

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

EDTalbert/ama
March 22, 1961

Copy to: Docket
Director's Reading File
CA & A Division
Acting Field Officer, Region IV (2)

B-K Associates, Inc.
c/o Clyde Drake
Franklin, North Carolina

FEB 2 0 1961

Re: DMEA-3000 (Mica)
B. T. K. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-8557

Gentlemen:

It is understood that you are operating the Bryson Mine and that production therefrom is being sold to the General Services Administration's Mica Purchase Depot at Spruce Pine, North Carolina.

By the terms of the referenced exploration project contract, all mineral production from the Bryson Mine is subject to a percentage royalty until a balance of $4,385.80 due the Government is repaid or until June 25, 1963, whichever occurs first. This royalty is payable upon the net amounts realized from the sale or other disposition of production, in whatever form disposed of, at the following rates:

(1) 1½% of such amounts not in excess of $8.00 per ton; and
(2) 1½% of such amounts, plus ½% of such amounts for each additional full 50 cents by which such amounts exceed $8.00 per ton, but not in excess of 5% of such amounts.

In order to place this royalty account on a current basis, your prompt submission of a check in payment of the 5% royalty on your last sales to the Mica Purchase Depot, plus the applicable percentage royalty on commercial sales of scrap or other disposition of production, will be appreciated. Your check, made payable to the Office of Minerals Exploration, should be accompanied by copies of settlement sheets or other sales documents showing the quantities, grades, prices, and names of purchasers.

In the future please submit the royalty due the Government promptly upon receipt of each sales settlement.

Sincerely yours,

EDTalbert/ama
February 20, 1960

(Signed) FRANK E. JOHNSON

Acting Director

Copy to: Docket
Director's Reading File
CA & A Division
Acting Field Officer, Region IV (2)

Depot Street

Phone LA 4-3815

OFFICIAL FILE COPY

Apex Minerals Corporation

MINERS · MANUFACTURERS · PROCESSORS

Feldspar — Quartz — Mica — Crushed Stone — Vermiculite

GENERAL OFFICE
FRANKLIN, NORTH CAROLINA

RECEIVED 1961
DATE 800

February 16, 1961

Mr. Frank E. Johnson
Office of Mineral Exploration
Washington 25, D. C.

Re: DMEA-2917 (Mica)
Roy Herbert Fouts
Allman Cove Mica Mine
Macon County, N. C.
Contract Idm-E561
and
DMEA-3000 (Mica)
B. T. R. Mining Co.
Terrell Bryson Mine
Macon County, N. C.
Contract Idm-E557

Dear Mr. Johnson:

Received your letter of February 9, 1961 and will comply with your suggestion to liquidate the balance of $1,108.65 due out of the first referenced contract by payment of $550.00 on or before March 1, 1961 and $558.65 on April 1, 1961.

Replying to your letter of January 5, 1961 regarding operations under the second referenced contract, please contact B-K Associates, Inc., Franklin, N. C., c/o Clyde Drake and he will furnish you with sales information and make payment of royalty as he is handling the bookkeeping. My capacity with this firm is consulting engineer. We have been in operation and it is producing worthwhile amounts of sheet mica which is being sold to General Services Administration.

Yours very truly,

Roy H. Fouts
Consulting Engineer

RHF:mmp

FEB 9 1961

Mr. Roy Herbert Feuts
P. O. Box 314
Franklin, North Carolina

Re: DMMA-2917 (Mica)
Roy Herbert Feuts
Allman Cove Mica Mine
Macon County, North Carolina
Contract Idm-E561
and
DMMA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-E537

Dear Mr. Feuts:

Receipt is acknowledged of your February 3 letter enclosing a $500.00 check in partial liquidation and proposing monthly payments for liquidation of the remainder of your indebtedness for delinquent royalty under the first referenced contract.

As was explained in our November 29 and January 9 letters, this office does not have the authority to postpone indefinitely such action as may be necessary to enforce the collection of monies properly due the Government under exploration project contracts. In your case we have been exceptionally lenient. Your account has been in a delinquent status for about one and one-half years.

We will defer, however, further collection actions or legal proceedings, which may result in costs and interest charges to you, provided that we receive by return mail a letter:

(1) Promising to liquidate the balance of $1,108.65 due under the first referenced contract by payment of $550.00 on or before March 1, 1961, and $558.65 on or before April 1, 1961; and
(2) Replying to our January 5 letter regarding operations under the second referenced contract.

Sincerely yours,

EDTalbert/ama
February 8, 1961

(signed) FRANK E. JOHNSON

Acting Director

Copy to: Docket
Director's Reading File
CA & A Division - E561
Acting Field Officer, Region IV (2)

EXTRA COPY
O. M. E.
RECEIVED FEB 13 1961
DATE | | CODE
800

Room 11, Post Office Building
Knoxville 2, Tennessee

February 9, 1961

Memorandum

To: George C. Selfridge, Chief - Division of Field Operations
Office of Minerals Exploration, Washington 25, D. C.

From: Robert A. Laurence

Subject: DMEA-3000 (Mica)
E. T. R. Mining Company
Terrell Bryson Mine
Mucon County, North Carolina
Contract Ida-1557

The Spruce Pine depot regularly sends copies of settlement sheets to the local office of the Division of Mineral Resources, of the Bureau of Mines for use in compilation of the Minerals Yearbook. Therefore, we checked with them, and found that only one sale of mica from the Terrell Bryson mine has been reported to that office. A copy of the settlement sheet is enclosed. Apparently royalty of $3.10 is due on this sale. Of course, it is possible that other sales have been made since November 8 and not reported to the Bureau yet.

Neither Mr. Lynch nor I have any plans to be in Spruce Pine in the near future. However, we have asked Mr. Reed, of the Division of Mineral Industries, to advise us if any more sales from the Bryson mine are reported to his office.

RAL/mg
Attachment
cc - Director's reading file
Division
Eastern States Branch
Mr. W. J. Lynch
Mr. George C. Selfridge
Knoxville files

FEB 7 1961

Memorandum

To: Mr. Robert A. Lawrence
U. S. Geological Survey
Room 11, Post Office Building
Knoxville 2, Tennessee

From: Chief, Division of Field Operations

Subject: DMEA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Idm-E557

We have had no reply to our January 5 letter to Mr. Fouts requesting information as to mica sales which may have been made. If you or Mr. Lynch should happen to be in the area of the depot, would you kindly inquire as to this;otherwise, perhaps information might be obtained by correspondence with the depot. We would like to have copies of any settlement sheets, if possible, together with any other information available.

George C. Selfridge

WRGriswold/gla
2-6-61
cc to: Director's Reading File
Review Committee
Contract Division
Code 500
Docket
Chron
V.J.Lynch, USBM, Knoxville

JAN 5 1961

Mr. Ray N. Fuchs
P. O. Box 314
Franklin, North Carolina

Re: [illegible] (Mica)
B. Y. K. Mining Company
Zerwall Bryson Mine
Macon County, North Carolina
Contract [illegible]

Dear Mr. Fuchs:

On June 29, 1960, you informed us through Mr. Lawrence that operations had been started at the Bryson Mine under the name of B-K Associates, Inc. Since then we have had no further word from you. If sales of mica from the property have been made, we shall appreciate receiving the royalties due with copies of the settlement sheets.

Sincerely yours,

George C. Selfridge

Chief, Division of Field Operations

WHGriswold/gla (12/30/60)
Rewritten by GCSelfridge/hb (12/30/60)
Copy to: Director's Reading File
CAAA Division
Region IV
Docket
G. C. Selfridge
Code 500
Chron (500)

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

EXTRA COPY
O. M. E
RECEIVED JUL 11 1960
DATE | INITIALS | CODE
800

July 5, 1960

Mr. Roy H. Fouts
P.O. Box 314
Franklin, North Carolina

Re: DMEA-3000 (mica)
B.T.R. Mining Co.
Bryson Mine
Macon County, N. C.
Contract No. Idm-E557

Dear Mr. Fouts:

Thank your for your letter of June 29, advising me that you have started work at the Bryson mine, which was certified as a discovery under the above referenced contract on June 10, 1954. The period of expiration of the certification is June 25, 1963. Total royalty paid to date is $24.20, leaving a balance of $4,385.80 outstanding.

Your letter is being forwarded to Mr. L. G. Houk, Acting Field Officer for Region IV, for his information.

Sincerely yours

Robert A. Laurence

RAL/sm
cc
Houk-Washington
Lynch
Files

Note
Matter of extension of royalty not being followed up at this time pending settlement under Idm-E561, Docket 2919. Take another look at this about Jan 1961
GFF

Art. 7 permits abandonment. Then may be a dispute as to liability of Fouts or B-K Associates for earned royalty.
GFF

C O P Y

EXTRA COPY
O. M. E
RECEIVED JUL 11 1960
DATE | INITIALS | CODE

June 29, 1960
P.O. Box 314
Franklin, N. C.

Mr. Robert A. Laurence
For: L. G. Houk
Acting Field Officer
OME, Region IV
Room 1
P.O. Building
Knoxville, Tennessee

Dear Sir:

Please by advised that we have started the operation of the Bryson Mine--Docket No. DME-3,000--Mica, Macon County, North Carolina under the name of B-K Associates, Inc., Franklin, North Carolina.

Yours very truly,

s/ Roy H. Fouts.

Copied by zm. (SIC)

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files of the Division of Nonmetallic Minerals, Office of Minerals Exploration, Washington, D. C., pertaining to Contract No. Idm-E557, Docket No. DMEA-3000 (Mica), dated June 25, 1953, with

J. P. Bryson, Luther Raby and Walter Tippett
d/b/a B. T. R. Mining Company
R. F. D. #4
Franklin, North Carolina

for the purpose of determining the amount of royalty due the U. S. Government on sales of minerals from property referred to as Terrell Bryson Mine located in Macon County, North Carolina, during the period March 10, 1955, through May 7, 1959.

A certification of discovery or development was issued on June 10, 1954, and accordingly royalty is payable on all production from the land described in Article 2 of the contract. A Report of Review in lieu of final cost audit dated April 26, 1954, indicated accepted costs under the exploration contract amounting to $4,900.00 with the Government's contribution, on a 90 percent basis, being $4,410.00.

A report of royalty review dated March 21, 1955, indicated total sales subject to Government royalty amounting to $484.02 for the period June 25, 1953, through March 9, 1955, and that the royalty due the Government amounting to $24.20 had been paid. No royalty has been received by the Government applicable to this project since the latter date.

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

(1) Periodic inspections by a representative of the Field Team, Region V, have failed to disclose any evidence of production or sales of minerals from this project during the period covered by this review, and

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

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

May 14, 1959

(Check Sheet of Examining Engineer filed in Docket)

REPORT OF
ROYALTY REVIEW

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF SECOND ROYALTY REVIEW

I have reviewed all copies of settlement sheets on file with the Executive Officer, DMEA Field Team, Region V, applicable to royalties collected on the sales of mica for the period June 25, 1953, to March 9, 1955, by:

J. P. Bryson, Luther Raby, and Walter Tippett
Route 4
Franklin, North Carolina

produced from property referred to as the Terrell Bryson Mine located in Macon County, North Carolina, under terms of Contract Idm-E557, Docket No. DMEA-3000.

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

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

(1) This account was previously reviewed by Mr. B. J. Brekhus as indicated by his Royalty Audit Memorandum dated July 28, 1954.

(2) A check of the records of the General Services Administration Mica Purchase Depot, Spruce Pine, North Carolina, did not disclose any sales of mica produced from that mine subsequent to the date of the prior review.

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

The audit established the total sales of mica for this period to be $484.02. Royalty due the U. S. Government at the contract rate of 5 percent is $24.20. The royalty paid and balance due are as follows:

Total Royalties Due	$24.20
Total Royalties Paid	24.20
Balance of Royalties Due	$ -0-

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

March 21, 1955

REPORT OF
ROYALTY REVIEW

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

July 28, 1954

Royalty Audit Memorandum

To: Mr. Jay L. Chambers, Chief
Contract Administration and Audit Division

From: B. J. Brekhus, Auditor

Subject: Royalty Audit - B. T. R. Mining Company, Terrell Bryson Mine
Contract No. Idm-E557, Docket No. DMEA-3000

On July 13, 1954, accompanied by Mr. Wm. A. Beck, Mining Engineer, Bureau of Mines, Knoxville, Tennessee, I called upon Mr. Terrell Bryson, subject royal owner Operator, at his home near Franklin, North Carolina. His records show that he has made one sale of strategic mica in the sum of $266.92, and three miscellaneous sales of punch and scrap for $217.10. The $24.20 royalty due was paid in June, 1954. The Operator is not working the mine at the present time.

For Certificate of Deposit No. 6, dated June 2, 1954, giving royalty repayment of $24.20, see E-234.

REPORT
OF REVIEW

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

J. P. Bryson, Luther Raby, & Walter Tippett
d/b/a B. T. R. Mining Company
Route 4
Franklin, North Carolina

pertaining to Exploration Project Contract No. Idm-E557, Docket No. DMEA-3000, including Amendment No. 1, for the months of July, 1953 to March, 1954, inclusive, covering a project for the exploration of mica on property known as the Terrell Bryson Mine, located in Macon County, North Carolina.

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

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

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

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

Total cost as billed by Contractor		$4,900.00
Exceptions:		
By DMEA Finance Officer	$ -0-	
Herewith	-0-	-0-
Total Accepted Cost		$4,900.00

The contract calls for a 90 percent participation of exploration expenses by the United States Government. Therefore, payment to the contractor by the Government in the amount of Four thousand four hundred ten and no/100 Dollars,

$4,410.00

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

April 26, 1954

E. D. Talbert, Auditor

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

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

ATTACHED ON VOUCHER & SCHEDULE 254
PAYMENTS K- 59

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of March 1954 Docket No. DMEA 3000 Contract No. IDMI-E557
Operator's Name B. J. R. Mining Co. Minerals Mica
Address Rt. 4 Franklin N. C.
Contract Amount, $ Government Participation: % Amount, $

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
~~Bulldozing~~ Shafting		1260.00	1260.00			
~~Crosscutting~~ Timbering		240.00	240.00			
Drifting	630.00	2170.00	2800.00			
Enlarging crosspection & sinking shaft		600.00	600.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	630.00	4270.00	4900.00	630.00	4,270.00	4,900.00

I certify that the above bill is correct and just and that payment therefor has not been received.
Date Mar. 30 *Payee
Per J. P. Bryson Title Partner

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

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

(Instructions on reverse)

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

$567.00

Signature Cora A. Piper
(Authorized Certifying Officer)

Date APR 6 1954 Vou. No. 254
(See other side)

8th Final
C - 3/26/54
63.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-E557 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.B.M. Date April 1, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

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

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GPO 83-38476

Form MF-104A
(April 1952)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of March 1954 . Docket No. DMEA 3000 Contract No. IDM-E557
Operator's Name B. J. R. Mining Co. Minerals Mica
Address Rt. 4 Franklin, N. C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting	ft.	630.00	18	2800.00	80	35.00		
Crosscutting								
Raising								
Shafts	ft.			1260.00	30	42.00		
~~Winzes~~ Trimbering	ft.			240.00	30	8.00		
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Enlarging Cross section of existing shaft	ft.			600.00	30	20.00		
TOTAL DISTRIBUTED COSTS		630.00		4900.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		630.00		4900.00				

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

Date Mar-30 Operator

Per J. P. Bryson Title Partner

REMARKS:

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

GPO 83-38475

DMEA 3000
IDM-E557

Narrative Report For March

Mar. 1 Hand drilled and blasted in drift.
Mar. 2 Worked in drift and set timber.
Mar. 3 Blasted and mucked in drift.
Mar. 4 Cut timber.
Mar. 5 Worked in drift. Set timber.
Mar. 8 Drilled and blasted.
Mar. 9 Welded wheel on hoist pull.
Mar. 15 Worked in drift.
Mar. 16 Hired Jones – worked in drift.
Mar. 22 Worked in drift.
Mar. 23 " " "
Mar. 24 Set stand of timber and mucked.
Mar. 25 Hand drilled and shot two holes.
Mar. 26 Mucked in drift – Completed contract.

J. P. Bryson

Form MF-1 (Rev.)
(April-1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

Defense Minerals Administration
RECEIVED
MAR 11 1954

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of February, 1954 Docket No. DMEA 3000 Contract No. LDM-E557
Operator's Name B. J. R. Mining Co. Minerals Mica
Address Rt. 4 Franklin, N. C.
Contract Amount, $ 4900.00 Government Participation: 90 % Amount, $ 4410.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
~~Bulldozing~~ Shafting		1260.00	1260.00			
~~Crosscutting~~ Timbering		240.00	240.00			
Drifting	1120.00	1050.00	2170.00			
Enlarging Cross section & extending shaft		600.00	600.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	1120.00	3150.00	4270.00	1,120.00	3,150.00	4,270.00

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-53

I certify that the above bill is correct and just and that payment therefor has not been received.
Date Feb-27 *Payee
Per J. P. Bryson Title Partner

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

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

(Instructions on reverse)

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

$ 1,008.00

Signature Cora A. Piper
(Authorized Certifying Officer)

Date MAR 8 1954 Vou. No. 229
(See other side)

7

112.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-E557 in accordance with the terms of the contract.

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

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION VIII Date MAR 4 1954

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GPO 83-38476

Form MF-104A
(April 1952)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

RECEIVED

Month of February 195 4 Docket No. DMEA 3000 Contract No. IDM-E557
Operator's Name B.J.R. Mining Co. Minerals Mica
Address Rt. 4 Franklin, N.C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting	ft.	1120.00	32	2170.00	62	35.00	80	35.00
Crosscutting								
Raising								
Shafts	ft.			1260.00	30	42.00	30	42.00
~~Winzes~~ Timbering	ft			240.00	30	8.00	30	8.00
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Enlarging Crosssection of existing shaft	ft			600.00	30	20.00	30	20.00
TOTAL DISTRIBUTED COSTS		1120.00		4270.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		1120.00		4270.00				

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

Date Feb-27 Operator

Per J P Bryson Title Partner

REMARKS:

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

GPO 83-38475

DMEA 3000
IDM-E557

Narrative Report for February, 1954

Feb. 1 Cut timber for drift.
Feb. 2 Worked on drift.
Feb. 3 Timbered.
Feb. 4 Worked on drift.
Feb. 5 Worked on drift.
Feb. 8 Bought 1,000 ft. mining timber.
Feb. 9 Worked in drift.
Feb. 10 Timbered.
Feb. 11 Worked in drift.
Feb. 13 Hired bulldozer to move dump.
Feb. 15 Worked in drift.
Feb. 16 Cut timber for drift.
Feb. 17 Worked in drift. Pegmite is narrowing down.
Feb. 18 Timbered.
Feb. 19 Finished 60 ft. drift going East Pegmite narrowed down to 2 ft.
Feb. 22 Framed west side of shaft for drift going west.
Feb. 23 Began west drift.
Feb. 24 Drilled and blasted. Made 2 ft. on west drift.
Feb. 25 Cut posts and caps for drift.

J P Bryson
RT-4
Franklin, N.C.

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

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

RECEIVED
FEB 12 1954

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

Month of January 1954 . Docket No. DMEA 3000 Contract No. 3dm.E-557
Operator's Name B.J.B. Mining Co. Minerals Mica
Address Franklin N.C. Rt 4
Contract Amount, $ 4900.00 Government Participation: ____ % Amount, $ 4410.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
~~Bulldozing~~ Shafting		1260.00	1260.00			
~~Crosscutting~~ Timbering		240.00	240.00			
Drifting	700.00	350.00	1050.00			
Enlarging Crosscuts & Sinking shaft		600.00	600.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	700.00	2450.00	3150.00	700.00	2,450.00	3,150.00

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-48

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

Date January *Payee

Per J.B. Bryson Title Partner

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

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

(Instructions on reverse)

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

$ 630 00

Signature Cora A. Piper
(Authorized Certifying Officer)

Date FEB 9 1954 Vou. No. 208

(See other side)

6

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Tdm-E557 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.B.M. Date Feb. 2, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION VII Date FEB 4 1954

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GPO 83-38476

Form MF-104A
(April 1952)

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

DEPARTMENT OF THE INTERIOR
Minerals Administration
RECEIVED
FEB 12 1954

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of January 1954 Docket No. DMEA 3000 Contract No. 9dmE 557
Operator's Name B.T.R. Mining Co. Minerals Mica
Address Franklin, N.C. 28744

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting	ft.	700.00	20	1050.00	30	35.00	80	35.00
Crosscutting								
Raising								
Shafts	ft.			1260.00	30	42.00	30	42.00
~~Winzes~~ Timbering	ft.			240.00	30	8.00	30	8.00
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Enlarging Cross section of existing shaft	ft.			600.00	30	20.00	30	20.00
TOTAL DISTRIBUTED COSTS		700.00		3150.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		700.00		3150.00				

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

Date January Operator
Per J. Bryson Title Partner

REMARKS:

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

RECEIVED
FEB 4 1954
U. S. BUREAU OF MINES
DEF. MIN. ADM.
Knoxville, Tennessee

GPO 83-38475

Narrative Report
For
January 1954

DMGA 3000
IDM-E 557

Jan. 2 Threaded and connected broken pump rod.
Jan. 5 Hired Evans to muck in drift.
Jan. 6 Worked in drift. Peginite soft about 4 ft. wide.
Jan. 7 Cut and placed one stand of timber in drift.
Jan. 8 Cut timber for posts and caps.
Jan. 11 Hired Jones to work in drift. Cut 3 ft. on drift.
Jan. 12 The pump rod disconnected at connector. Disconnected pipe and tightened rod.
Jan. 13 Set stand of timber and worked on drift.
Jan. 14 Worked on drift.
Jan. 25 High water. Changed pump to fast speed.
Jan. 26 Water cleared by noon. Timbered north wall.
Jan. 27 Worked on drift.
Jan. 28 Cut cross vein to south wall.
Jan. 29 Set stand of timber. 20 ft. progress made for month.

J. P. Bryson
Franklin N.C. Rt. 4.

RECEIVED
FEB 4 1954
U. S. BUREAU OF MINES
DEF. MIN. ADM.
Knoxville, Tennessee

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

PAID ON VOUCHERS K- 40

Budget Bureau No. 42-R036.4
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED JAN 18 1954

182

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of December, 1953 Docket No. DMEA 3.000 Contract No. IDM-E557
Operator's Name B. J. R. Mining Co. Minerals Mica
Address Rt. 4, Franklin, N. C.
Contract Amount, $ Government Participation: % Amount, $

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
~~Bulldozing~~ Shaping	42.00	1218.00	1260.00			
~~Crosscutting~~ Timbering	8.00	232.00	240.00			
Drifting	350.00		350.00			
Enlarging crosscut 7 rehabilitate shaft		600.00	600.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	400.00	2050.00	2450.00	400.00	2,050.00	2,450.00

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

Date Dec. 31, 1953 *Payee

Per J. P. Bryson Title Partner

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

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

(Instructions on reverse)

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

$360.00

Signature Cora A. Piper
(Authorized Certifying Officer)

Date JAN 14 1954 Vou. No. 182

(See other side)

5

40.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Tm-E557 in accordance with the terms of the contract.

Signature Laurence E. Shirley Title Mining Engr. U.S.B.M. Date Jan. 8, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION VII Date JAN 12 1954

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GPO 83-38476

Form MF-104A
(April 1952)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 18 1954

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of Dec. 1953 Docket No. DMEA 3,000 Contract No. IDM-E557
Operator's Name B. J. R. Mining Co. Minerals Mica
Address Rt. 4, Franklin, N.C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting	ft.	350.00	10	350.00	10	35.00	80	35.00
Crosscutting								
Raising								
Shafts	ft.	42.00	1	1260.00	30	42.00	30	42.00
~~Winzes~~ Timbering	ft.	8.00	1	240.00	30	8.00	30	8.00
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Enlarging Crosscut on 8 existing shaft.	ft.			600.00	30	20.00	30	20.00
TOTAL DISTRIBUTED COSTS		400.00		2450.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		400.00		2450.00				

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

Date Dec. 31, 1953 Operator

Per J. M. Bryson Title Partner

REMARKS:

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

GPO 83-38475

IDM-E557
DMEA-3,000
Bryson mine

Narrative Report
For
December, 1953

Dec. 1 - Drilled and shot two holes in bottom of shaft.
Dec. 2 - Finished shaft to 60 ft.
Dec. 3 - Floored over sump for pump.
Dec. 4 - Cleated shaft and framed for drift on east side of shaft 5 ft. from bottom.
Dec. 5 - Began drift - size 5X7
Dec. 14 Worked on drift - cut 4 ft.
Dec. 15 Set first Timber in drift.
Dec. 16 Continued on drift.
Dec. 17 Set stand of Timber.
Dec. 18 Worked on drift.
Dec. 21 One pump cylinder failed to pump.
Dec. 22 Water raised 14 ft. in shaft.
Dec. 23 Repaired cylinder and changed drive pulleys.
Dec. 28 Set stand of Timber.

J.P. Bryson
RT. 4
Franklin N.C.

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

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

148

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K- 34

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of November 1953 Docket No. DMEA 3000 Contract No. IDM-E 557
Operator's Name B. J. R. Mining Co. Minerals Mica
Address Rt. 4 Franklin, N. C.
Contract Amount, $ Government Participation: % Amount, $

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
~~Bulldozing~~ Shafting	588.00	630.00	1218.00			
~~Crosscutting~~ Timbering	112.00	120.00	232.00			
~~Drifting~~ Enlarging Cross section of existing Shaft		600.00	600.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	700.00	1350.00	2050.00	700.00	1,350.00	2,050.00

I certify that the above bill is correct and just and that payment therefor has not been received.
Date NOV 30-53 *Payee
Per J. P. Bryson Title Partner

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

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

(Instructions on reverse)

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

$ 630.00

Signature Cora A. Piper
(Authorized Certifying Officer)

Date DEC 9 1953 Vou. No. 148

(See other side)

70.00

4

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-5557 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.B.M. Date Dec. 4, 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE

Signature W. M. Beck Title ACTING EXECUTIVE OFFICER DMEA REGION VII Date DEC 7 1953

MONTHLY REPORT OF OPERATOR

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

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

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

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GPO 83-38476

Form MF-104A
(April 1952)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of November 1953 Docket No. DMEA 3000 Contract No. IDM-E557
Operator's Name B. J. R. Mining Co. Minerals Mica
Address Rt. 4 Franklin, N.C.

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							Units	Unit Costs
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Crosscutting								
Raising								
Shafts	ft.	588.00	14	1218.00	29	42.00	30	42.00
~~Winzes~~ Timbering	ft.	112.00	14	232.00	29	8.00	30	8.00
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Enlarging Cross section of existing shaft	ft.			600.00	30	20.00	30	20.00
TOTAL DISTRIBUTED COSTS		700.00		2050.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		700.00		2050.00				

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

Date Nov. 3-53 Operator

Per J P Bryson Title Partner

REMARKS:

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

(Instructions on reverse)

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GPO 83-38475

U. S. ATOMIC ENERGY COMMISSION
Form 5000 -IDM-E557
[illegible]

Nov.2: Lined up U.S. Bureau to install piston pump.
Nov.3: Repair mechanical hoist.
Nov.4: Pumped water from the shaft.
Nov.5: Worked in bottom of shaft.
Nov.6: " " " " "
Nov.8: Rest day.
Nov.10: Worked in shaft.
Nov.11: " " "
Nov.12: Added 4 feet of pipe to pump line in shaft.
Nov.13: Lubr. shaft over hoist.
Nov.16: Bought 500 feet of hatch.
Nov.17: Worked in bottom of shaft.
Nov.18: " " " " "
Nov.19: Rest day.
Nov.20: Bought rup 1000lbs to run cylinder.
Nov.21: Worked in bottom of shaft.
Nov.22: " " " " "
Nov.23: Added 6 feet to pump line in shaft.
Nov.27: Changed pulley on pump drop from 25" to 10".
Keep pump running 24 hrs. per day.
Nov.30: Worked in bottom of shaft.

J. P. Bryson
Franklin N.C.
RT-4

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 10-R1036.3.
Approval expires 6-30-53.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 9 1953

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of September, 1953 Docket No. DMEA 3000 Contract No. Idm E 557
Operator's Name B.T.R Mining Co Minerals Mica
Address Franklin N.C. Rt 4
Contract Amount, $ 4900.00 Government Participation: 90% Amount, $ 4410.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing	[illegible]	[illegible]	[illegible]			
Crosscutting	[illegible]	[illegible]	[illegible]			
Drifting						
Exploratory Crosscutting & Adating Draft	[illegible]	[illegible]	[illegible]			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	[illegible]	[illegible]	[illegible]	250.00	1100.00	1350.00

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-19

I certify that the above bill is correct and just and that payment therefor has not been received.
Date Sep-53 *Payee J P Bryson
Per _____ Title Partner

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

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

(Instructions on reverse)

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

$225.00

Signature Cora A. Piper (Authorized Certifying Officer)
Date OCT 6 1953 Vou. No. 94
(See other side)

3

25.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. 10m-E557 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.B.M. Date Oct. 2, 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION VII Date OCT 5 1953

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GPO 83-38476

Form MF-104A
(April 1952)

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT - 5 1953

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

Month of Sep 1953 Docket No. DMEA 3000 Contract No. Idm-E557
Operator's Name B.J.R. Mining Co. Minerals Mica
Address Franklin N.C. R.F.D. 4

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes	ft	210.00	5	630.00	15	42.00	30	42.00
Drilling: Core Timbering	ft	40.00	5	120.00	15	8.00	30	8.00
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Enlarging Crosscuts & Making Sets	ft.	—	—	600.00	30	20.00	30	20.00
TOTAL DISTRIBUTED COSTS		250.00	10	1350.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		250.00	10	1350.00				

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

Date Sep 53 Operator B.J.R. Mining Co
Per J.P. Bryson Title Partner

REMARKS:

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

GPO 83-38475

Monaline Report for Sep - 53 -

Contract No 7[redacted]E - 557 - Docket No 3[redacted] Bryson mine

DEPARTMENT OF THE INTERIOR
Bureau of Mines Administration
RECEIVED
OCT - 5 1953

Sep. 1 - Pumped Water 3 hrs. Worked in shaft 6 hrs
- 2 Cut mining Timber
- 3 Worked in Shaft, bottom of shaft. Hit Pegmatite
- 4 Pumped Water Morning Shift. Worked in Shaft in P.M.
- 7 Started Pump 4 a.m. Worked in Shaft P.M. Shift
- 8 Pumped Water Morning Shift - Worked in Shaft P.M.
- 9 " " " " " " " " "
- 10 Removed pump from shaft
- 11 Contracted Pump from Zeb - Angel
- 14 Installed pump
- 15 - Hired Electrician
- 16 New Pump Pumped Water out in 1 hr Removed one bucket muck from bottom of shaft. Pump failed.
- 17 Worked on pump -
- 18. Pump Started Pumped ½ hr. Stopped -
21 Pump man Worked on pump -
22 Removed Pump from Shaft
23 Contracted New pump
24 - made Trip To see about hoist.
25 - Cut Poles for hoist.
28 Waiting on Pump

J P Bryson
Franklin N.C. 874

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

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

mdc

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of August 1953 Docket No. DMEA 3,000 Contract No. IDM-E557
Operator's Name B.T.R. Mining Co. Minerals Mica
Address Rt. 4, Franklin, N.C.
Contract Amount, $ 4900.00 Government Participation: 90% Amount, $ 4410.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
~~Bulldozing~~ Shafting	420.00		420.00			
~~Crosscutting~~ Timbering	80.00		80.00			
Drifting						
Enlarging cross section of existing shaft	200.00	400.00	600.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	700.00	400.00	~~900.00~~ 1100.00	700.00	400.00	1100.00

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-13

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

Date Aug 31, 1953 Payee B.T.R. Mining Co. LES

Per J M Bryson Title Partner

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

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

(Instructions on reverse)

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

$ 630.00

Signature Cora A. Piper
(Authorized Certifying Officer)

Date SEP 11 1953 Vou. No. 60

(See other side)

70.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-E557 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.B.M. Date Sept. 2, 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Lora Beck Title ACTING EXECUTIVE OFFICER DMEA REGION VII Date SEP 4 1953

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GPO 83-38476

Form MF-104A
(April 1952)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of August 1953 Docket No. DMEA 3,000 Contract No. IDM-E557
Operator's Name B.J.R. Mining Co. Minerals Mica
Address Rt. 4, Franklin, N.C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts	ft	420.00	10	420.00	10	42.00	30	42.00
~~Winzes~~ Timbering	ft	80.00	10	80.00	10	8.00	30	8.00
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Enlarging cross section of existing shaft	ft	200.00	10	600.00	30	20.00	30	20.00
TOTAL DISTRIBUTED COSTS		700.00		1100.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		700.00		1100.00				

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

Date Aug 31, 1953 Operator B J R Mining Co

Per J P Bryson Title Partner

REMARKS:

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

GPO 83-38475

Operators' Monthly Report
August, 1953

DNEA 3,000
IDM-E557

Aug. 3. Widening and timbering - 3 ft.
Aug. 4. " " " - 2 ft.
Aug. 5. " " " - 3 ft.
Aug. 6 no mining timber - no work.
Aug. 7 Widening and timbering - 2 ft. /10'
Aug. 10 Framed a hand hoist
Aug. 11 Sinking shaft - 2 ft.
Aug. 12 " " - 2 ft.
Aug. 13 " " - 2 ft.
Aug. 14 " " - 1 ft.
Aug. 15 no work due to water
Aug. 17, 18, 19, 20. No work due to excess water.
Aug. 21. Power line built to mine.
Aug. 25. Built tool house.
Aug. 26. Pump installed.
Aug. 27 Sinking shaft - 1 ft.
Aug. 28 " " - 1 ft.
Aug. 29 " " - 1 ft. 10'
Aug. 31 " " - 1 ft.

J. P. Bryson

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

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

ON VOUCHER & SCHEDULE
PAYMENTS K- 10

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of July, 1953 Docket No. DMEA 300 Contract No. Fair-8557
Operator's Name J. P. Bryson Walter Tippett Lillie Raby Minerals Mica
Address Rt. 4, Franklin N.C.
Contract Amount, $ 49 00.00 Government Participation: 90 % Amount, $ 44 10.00

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

I certify that the above bill is correct and just and that payment therefor has not been received.
Date Aug. 10 1953 *Payee B. J. R. Mining Co.
Per J. P. Bryson Title Partner

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

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

(Instructions on reverse)

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

$360.00

Signature Cora A. Piper
(Authorized Certifying Officer)

Date AUG 20 1953 Vou. No. 54
(See other side)

1st S-7/21/53 40.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Tdm-E557 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.B.M. Date Aug. 14, 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION VII Date AUG 17 1953

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GPO 83-38476

Form MF-104A
(April 1952)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of July 1953 Docket No. DMEA 3000 Contract No. 4dm-6.557
Operator's Name J. P. Bryson, Walter Pabst, Luther Roby Minerals Micas
Address Rt. 4, Franklin N.C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Enlarging prospect pit of existing shaft	FT	400.00	20	400.00	20	20.00	30	20.00
TOTAL DISTRIBUTED COSTS		400.00		400.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		400.00		400.00				

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

Date Aug. 10, 1953 Operator B. J. R. Mining Co.

Per J. P. Bryson Title Partner

REMARKS:

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

GPO 83-38475

OPERATORS REPORT FOR JULY 1953
IMEA-3000, Idm-E557
(mica)

Daily Notes

July 21 - Set hoist on shaft. Bought 150 feet rough lumber.

July 22 - Moved muck from bottom of shaft.

July 23 - Widened shaft in bottom and timbered two feet.

July 24 - Widened shaft four feet.

July 27 - Timbered shaft four feet.

July 28 - Widened shaft two feet, timbered two feet.

July 29 - Widened shaft.

July 30 - Ran out of lumber.

2'
4'
2'
8'

R.T.R. Mining Company
Route #4
Franklin, North Carolina

Re: [illegible] (Mica)
R.T.R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract [illegible]

Gentlemen:

This is to advise that the final payment made by S-K Associates, Inc., completes repayment in full of the Government's participation of $4,410.00 in the above-referenced exploration contract for mica. As a result of the payment, the Government retains no lien or claim against the property or any future production therefrom.

Sincerely yours,

George Fumich, Jr.

Director

DMurphy/gla
8-22-62
cc to: Director's Reading File
Contract Division
Region IV (2)
Docket
Code 500

B-K Associates, Inc.
[illegible] Palmer Street
Franklin, North Carolina

Re: [illegible]-3000 (Nice)
S.T.R. Mining Company
Tennessee Bayonne Mine
Mitchell County, North Carolina
Contract [illegible]-2357

Gentlemen:

This is to advise that your payment of $130.41 on August 7, 1962, completes repayment in full of the Government's participation of $4,[illegible].00 in the above-referenced exploration contract for nice. As a result of the payment, the Government retains no lien or claim against the property or any future production therefrom.

Sincerely yours,

George Fumich, Jr.

Director

HMurphy/gln
8-22-62
cc to: Director's Reading File
Contract Division
Region IV (X)
Docket
Code 500

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

[illegible]

To: [illegible] Mining Company
[illegible] 4
Franklin, North Carolina

Pursuant to the provisions of an exploration project contract No. Idm-157, dated June 25, 1953 (Docket No. [illegible]), hereinafter called the "contract" between you and the United States of America, hereinafter called the "Government"; to establish and fix the Government's percentage royalty on production and sales of the [illegible] and on the items described in the contract, the Government considers and therefore certifies that discovery or development from which production may be made has resulted from the exploration work.

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

A pegmatite was explored by deepening an abandoned [illegible]-foot shaft and drifting 50 feet on the 60-foot level. This work exposed occasional pocks of strategic mica along the walls of the pegmatite and adjacent to the quartz core, as well as considerable non-strategic mica and furnished sufficient data to calculate indicated and inferred reserves of these minerals.

[illegible]

By O O Mittendorf
Administrator, Defense Minerals
Exploration Administration

Dated JUN 1 0 1954

Copy to: Mr. Terrell Bryson and Mrs. Eulah Bryson (attached to Field Team's copy for forwarding to proper address).

Mr. Irving Suebel, LPL, GSA
Mr. Thayer, 5216 GSA Bldg.
Finance Office
Mr. Hedges, 4604
Admr. Reading File

Mr. Chambers
Mr. Johnson
Field Team, Region VII
Operating Committee
Mr. Houk
Docket File

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

B. T. R. Mining Company
Route #4
Franklin, North Carolina

JUN 10 1954

Re: Docket No. DMEA-3000 - Mica
Terrell Bryson Mine
Macon County, North Carolina
Contract No. Idm-E557

Gentlemen:

Transmitted herewith is a certification of discovery or development on Contract No. Idm-E557 on the Terrell Bryson Mine, Macon County, North Carolina.

By the terms of the Exploration Project Contract and of the certification, all production from the property from the date of the Exploration Project Contract, June 25, 1953, is subject to the Government's percentage royalty as set forth in the contract until the sum of $4,410.00 is paid or until June 25, 1963 whichever occurs first.

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

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

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

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosure

LGHouk:gad 6/3/54

Mr. Houk
Field Team, Region VII
Mr. Thayer, 5216 GSA Bldg.
Operating Committee

. R. File
Docket File
Mr. Johnson
Mr. Hedges, 4604
Mr. Chambers

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

JUN 10 1954

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

Re: Docket No. DMEA-3000 - Mica
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract No. Ldm-8557

Dear Mr. Gambel:

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

The exploration contract was signed June 25, 1953, with the Government participating to the extent of 90% of $4,900.00 or $4,410.00.

The project work was started on July 20, 1953, and completed March 26, 1954, after the expenditure of $4,900.00 which is the total net accepted cost according to the Audit Review. The Government paid 90% of the total accepted cost or $4,410.00.

The work performed on this project consisted of deepening an abandoned 30-foot shaft and drifting 80 feet on the 60-foot level. The work furnished sufficient data to calculate indicated and inferred reserves of strategic mica.

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

Sincerely yours,

C. O. Mittenderf

Administrator

Enclosure

WCAnderson:gad 6/3/54

Copy to: Admr. R. File
Docket File
Region VII
Operating Committee
Mr. Hook
Mr. Hedges, 4604
Mr. Thayer, 5216 GSA Bldg.
Mr. Chambers
Mr. Johnson

Government Copy

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Defense Mins
FEB 26 1954

EXPLORATION PROJECT CONTRACT

AMENDMENT NO. 1

Exploration project contract Idm-E 557, Docket No. DMEA-3000 (mica) J. P. Bryson, Luther Raby, and Walter Tippett, all of Franklin, North Carolina, dated the 25th day of June 1953, is hereby amended as follows:

Item 3 is amended to read, " The Operator.....; and shall bring the project to completion within a period of eleven (11) months from the date of the contract," instead of 8 months as written in the original 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 obligated to pay, or the percentage of the cost which the Government may be obligated to pay, under the provisions of Article 4 of the contract form.

February 18, 1954.

THE UNITED STATES OF AMERICA

By W. E. Beck
Acting Executive Officer
DMEA-Region VII

J. P. Bryson
J. P. Bryson, Partner

Luther Raby
Luther Raby, Partner

Walter Tippett
Walter Tippett, Partner

z

Docket No. [illegible]

Commodity [illegible]

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

STRATEGIC AND CRITICAL MINERALS EXPLORATION PROGRAM

TO: Chief, Finance Section, Budget and Finance Branch, Bureau of Mines

Please enter on the records of the Defense Minerals Exploration Administration, under the Strategic and Critical Minerals Exploration Program, the following contract, or amendment to contract.

Contract No. Idm-E [illegible]

Date of Contract ~~or Amendment~~: June 25th, 1953

Name and Address of Operator:

J. P. Bryson, Luther Daly, and Walter Tippett
Route 4
Franklin, N. C.

Amount of Government participation ____ $ 4,410.00

Percent of Government participation 90 %

Region: VII State: N. C.

(Name)

J. L. Chambers,
Chief, Contract Administration and Audit Division

(Title)

June 25, 1953

Date Delivered to Bureau of Mines, Washington.

13908

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 3000

COMMODITY Mica

Government's Copy

IDM-E 557

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 13 1953

EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 25th day of June, 1953 between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] J. P. Bryson, Luther Raby, and Walter Tippett all of Route 4 Franklin, N. C.

hereinafter called the "Operator," ~~XXXXXX~~: as set forth in Annex I hereto and as follows:

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

ARTICLE 2. *Operator's property rights.*—With respect to the mineral rights in that certain land situated in the State of North Carolina, County of Macon, described as follows:[3] All that land described in a deed from Macon County, North Carolina, to Terrell Bryson and wife, Eulah Bryson, dated 20 December, 1938, and recorded in the office of Register of Deeds for Macon County, N.C. in Deed Book B5, page 569. The land is also described by metes and bounds in an attachment hereto which is made a part hereof.

the Operator represents and undertakes:[4]

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

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

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

ARTICLE 3. *Exploration project.*—The Operator, within 60 days from the date of this contract shall commence work on a project of exploration for[5] Mica in or upon the described land; and shall bring the project to completion within a period of eight (8) months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 90 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $4,410.00, which is 90 percent of $4,900.00, the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

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

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

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

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

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

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

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

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

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

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

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

(*d*) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

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

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

ARTICLE 9. *Changes and added provisions* _____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By J. P. Bryson (Partner)
(Operator)

By Luther Raby (Partner)

By Walter Tippett (Partner)

By O. Meitzendorf
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 16—66329-1

J. P. BRYSON, LUTHER RABY, AND WALTER TIPPETT
EXPLORATION PROJECT CONTRACT

DEPT. OF THE INTERIOR
Lands and Administration
RECEIVED
JUL 13 1953

ANNEX I

The following provisions are in lieu of all of paragraph (a) of Article 6 which precedes the colon:

If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account required by the exploration project contract, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land which is the subject of the exploration project contract, 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 of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

J. P. BRYSON, LUTHER RABY, AND WALTER TIPPETT
EXPLORATION PROJECT CONTRACT
DOCKET NO. DMEA-3000

EXHIBIT "A"

Description of the Work

Exploration for concentrations of strategic mica shall be accomplished by the work described below at the place indicated on the attached map entitled "Sketch of Terrell Bryson Mine, Macon Co., N. C., DMEA-3000 (mica)".

1. Enlarge the cross section of the existing shaft, which is 30 feet deep, from dimensions of 5 feet by 5 feet in cross section to 5 feet by 7 feet in cross section. The shaft shall be timbered as necessary, equipped with approved ladders, and divided into two compartments by a partition.

2. Deepen the shaft from its present depth of 30 feet to 60 feet, staying on the pegmatite. The provisions concerning the work in paragraph 1 shall also apply to this work.

3. Drift not more than 80 feet from approximately the 55 foot point in the shaft, and timber where necessary. The drifts shall be 5 feet by 7 feet in cross section.

The location, direction, and extent of all work shall be subject to prior approval of the Government.

Agreed Unit Costs

Enlarge cross section of existing shaft, including all costs, 30 feet @ $20.00/ft.	$ 600.00	
Deepen shaft, including all costs except timbering, 30 feet @ $42.00/ft.	1,260.00	
Timbering below 30 foot depth of shaft, 30 feet @ $8.00/ft.	240.00	
Drifting, including all costs, 80 feet @ $35.00/ft.	2,800.00	
Total Estimated Cost of Project		$4,900.00
Government Participation @ 90%		$4,410.00

MF-203

OWNER'S CONSENT TO LIEN

DEPARTMENT OF THE INTERIOR
Bureau Mines Administration
RECEIVED

WHEREAS, the undersigned, as owner, ~~co-owner, lessee, or lessee~~ has ~~an~~ interest in certain property in the State of North Carolina, County of Macon, described as follows:1/ In a deed from Macon County to Terrell Bryson and Wife Eulah Bryson, dated 20 December 1938, and recorded in the office of Register of Deeds for Macon County, North Carolina, in Deed Book B-5, page 569.

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

2/ J. P. Bryson
Luther Raby
Walter Tippett

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 4410.00, or ten years have elapsed from the date of the contract.

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

Dated this 11 day of April, 1953.

x Terrell Bryson [Seal]
x Eula Bryson [Seal]
[Seal]

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

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

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

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

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

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

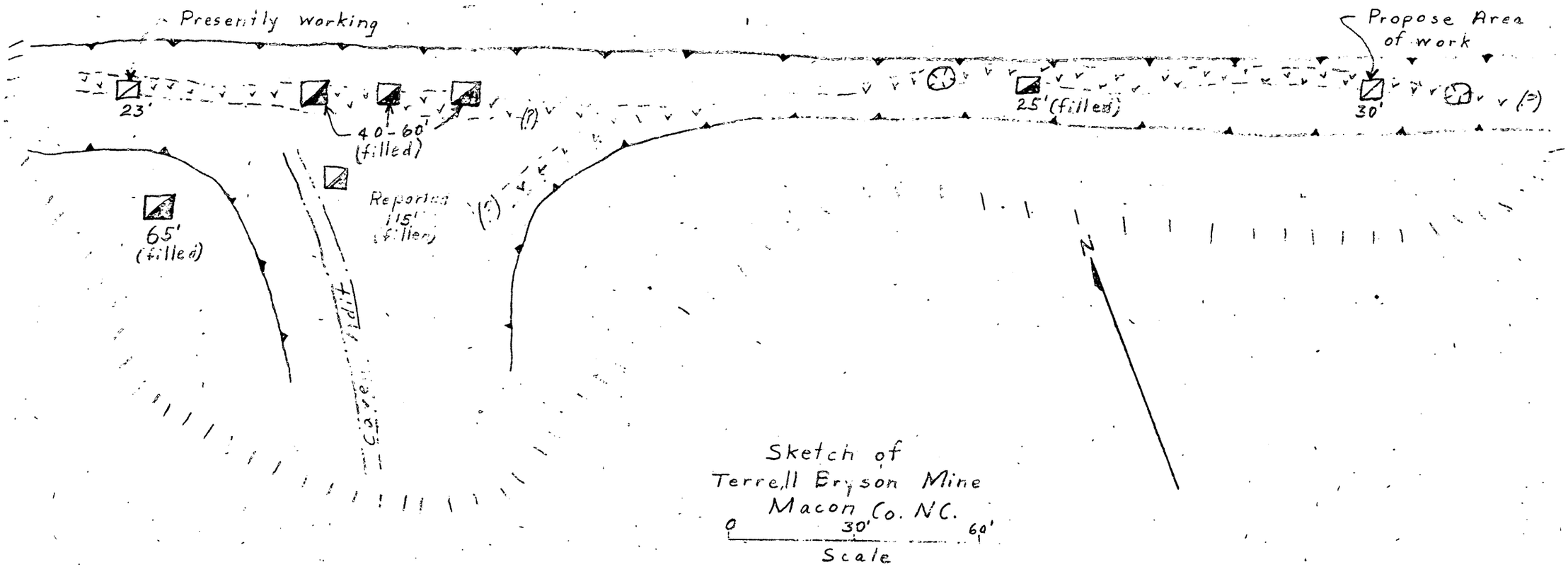
(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

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

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

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.



DMEH-3000(rev.)

Metes and Bounds Description

FIRST TRACT: Beginning on a white oak stump on the Tennessee River and runs thence W with the meanders of the river to a Black Walnut Tree; then with the old wagon road; thence to the new wagon road; thence with said road to a stake on the ridge 125 yards due East of Mrs. Bryson's house; thence North across the right to a corner intersecting West's line; thence E along the line to a Hickory in the line of Prof. Hidden or Paul A. Fusz; thence to the Beginning. Excepting from the above that part which laps on Lot 1, allotted to Sam D. Bryson in the division of the home place.

SECOND TRACT: Beginning on a Willow on the bank of Tennessee River, the lower corner of Lot No. 1, and runs down the river N 72½ W 16 poles to a Sycamore; thence down the river N 56 W 25 poles to a stake; thence N 9 E 71 poles to a Post Oak; thence N 36½ E 76 poles to an old Spanish Oak corner; thence with an old line N 23 poles to a stake; thence E 31 poles to a bunch of Chestnuts on a ridge; thence up the ridge S 18 E 25 poles to a black Jack; thence S 24 E 17 poles to a stake and pointer; thence S 56 E 19 poles to a Black Jack Corner of Lot No. 1; thence with said line S 10½ W 18 poles to a Black Jack; thence S 27 W 9 poles to a Spanish oak; then S 56 W 79 poles to a stake on the road; thence S 13 W 56 poles to the Beginning. Excepting from the tract last above described all that part thereof lying below the road leading from Bryson City, North Carolina to Franklin, N. C.